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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 12, 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 Colonial County Mutual Insurance v. City of Celina

B. Discussion regarding a possible amendment to the Uptown Development Agreement

C. Discussion regarding the responsibility for drainage easement maintenance

D. Discussion regarding a possible Development Agreement for Superscapes

E. Discussion regarding the Boards & Commissions Policy

F. Discussion regarding Arizona and Colorado Wastewater Line

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

G. Discussion regarding an extension of lease for 206 S Arkansas

H. Discussion regarding purchase of property for downtown drainage and recreation center

I. Discussion regarding acquistion of ROW for Coit Road from Outer Loop to Old Glendenning Road

J. Discussion regarding the possible purchase of 516 S Oklahoma

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

K. Consider and act to authorize the acceptance of the settlement with Celina Stone and authorize the City Manager to execute necessary documents.

L. Consider and act to authorize the acceptance of the purchase agreement with Old Celina, Ltd. and authorize the City Manager to execute necessary documents.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Native American Heritage Month Proclamation (Tubbs)

B. Recognition of the Celina Government Academy graduates (Ludwyck)

C. Presentation of the winner of Battle of the Badges (Monaco)

D. ASCE New Faces of Civil Engineering Award (Glasgow)

E. EDC Updates (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion of the Neighborhood Traffic Management Policy (Glasgow)

B. Discussion on City Branding Study (Monaco)

C. Discussion regarding a joint meeting with the Celina Economic Development Corporation. (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- October 8, 2024, 5:00 p.m.

B. Review and acceptance of the Quarterly Investment Report for the period ended September 30, 2024. (Bromiley)

C. Consider and act to accept a report regarding the Annual Stormwater Management Plan actions. (Figueroa)

D. Consider and act to authorize the purchase of one (1) vehicle for the Police Department from various vendors through cooperative agreements in an amount not to exceed $111,214.68. (Chief Cullison)

E. Consider and act to purchase two motorcycles with outfitting for the Police Department Traffic Unit from various vendors through a cooperative contract with Buyboard and the City of Fort Worth for an amount not to exceed $67,079.14. (Cullison)

F. Consider and act to authorize the purchase of one (1) crime scene unit vehicle for the Police Department from various vendors and cooperative agreement in an amount not to exceed $46,900.83. (Cullison)

G. Consider and act to authorize the purchase of one Chevrolet Traverse for the Police Department's new Support Services Lieutenant from various vendors through cooperative agreements for an amount not to exceed $44,612.09. (Cullison)

H. Consider and act to authorize the purchase of three (3) vehicles for fiscal year 2025 for the Parks, Engineering and Development Services Department from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $135,384 (Figueroa)

I. Consider and act to authorize the purchase a Flexigo 150 compact street sweeper for the Stormwater Department from Lonestar Municipal Equipment through a cooperative contract with Sourcewell for an amount not to exceed $163,935.00. (Figueroa)

J. Consider and act to authorize a purchase with Freeit Data Solutions, Inc. for Okta multifactor authentication (MFA) and cybersecurity software through a cooperative contract with Texas Department of Information Resources for an amount not to exceed $88,267.56. (Alexander)

K. Consider and act to authorize the purchase of seven (7) replacement hand held radios and four (4) enhancement radios for the fiscal year 2025 for the Celina Police Department. The purchase will be through Motorola Solutions on a TX-DIR contract. The amount is not to exceed $66,797.45. (Cullison)

L. 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 $92,175.00. (Figueroa)

M. Consider and act to authorize the purchase of Sport Uniforms from various vendors through cooperative contracts for a budgeted amount of $125,000.00. (Walsh)

N. Consider and act to authorize the increase of escrow funds in the amount of $111,262.79 for the Wells Road/ Vest Lane (CR 84) Phase 2 project. (Glasgow)

O. Consider and act to authorize an expenditure to the project contingency allowance with Barr Construction for an amount not to exceed $62,585.63 to pave concrete around the headworks at the Legacy Hills Water Reclamation Facility. (Glasgow)

P. Consider and act to approve a work authorization for testing services for the construction of the Downtown Center Parking Garage with EST, Inc. in an amount not to exceed $252,995.00. (Brawner)

Q. Consider and act to authorize the City Manager to execute an amendment to a lease agreement by and between the City of Celina and Anthemnet, Inc; extending the Commencement Date. (Behringer)

R. Consider and act to authorize an agreement with Preston Trail Rotary Club of Celina & Gunter to host a Toys 4 Tots Toy Drive on the Downtown Square. (Monaco)

S. Consider and act upon an amendment to the West Walnut Street Facilities Agreement; generally located at the southeast corner of Walnut Street and Ohio Street, within the City Limits. (HBA Satellite Office – Facilities Agreement Extension) (McAfee)

T. Consider and act on an Ordinance to amend and add to the Celina code of ordinances, Chapter 12, "Traffic and Vehicles", article 12:05, "Truck Routes", section 12.05.002, "Definitions", and adding Section 12.05.006, "Prohibition of Commercial Trucks on No Thru Truck Traffic Street Segments" and designate Parvin Road from Frontier Parkway to Farm-to-Market Road 1385 (FM 1385) as a no thru trucks route. (Glasgow)

U. Consider and act on Ordinance to amend Ordinance 2009-27 City of Celina Ordinances related to Floodplain Regulations. (Glasgow)

V. 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 on an Ordinance repealing Ordinance 2017-17, Chapter 3, Article 3.10 in its entirety and amending Ordinance 2017-35, Chapter 13, Article 13.09 for the management of the City Right of Way. (Glasgow)

B. Conduct a public hearing to consider public comment and act upon an ordinance accepting and approving a final Mosaic Public Improvement District Service and Assessment Plan, including the Improvement Area #2 assessment roll; making a finding of special benefit to property within Improvement Area #2 of the Mosaic Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #2 assessed

property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

IX. ACTION ITEM:

A. Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,570,213.68. (Figueroa)

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 (Mosaic Public Improvement District Phase #1B Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

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 Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

D. Consider and act to approve a Resolution adopting the 2024 5-year Capital Improvements Program. (Brawner, Stovall)

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:	Linda Majeed
Date:	November 12, 2024
Re:	Neighborhood Traffic Management Policy

Action Requested:
Discussion of the Neighborhood Traffic Management Policy (Glasgow)

Background Information:
The City of Celina adopted the Neighborhood Vision Book and modified subdivision standards to implement passive traffic control such as shorter streets, curvilinear roadway design, narrower streets, and traffic-calming devices. However, the staff receives resident requests for additional traffic control within neighborhoods. The City of Celina has contracted with Kimley-Horn & Associates to develop a traffic management policy for the city of Celina that can be implemented city-wide to effectively and consistently apply standards to traffic control requests. Their presentation will discuss the standards of the policy, possible traffic issues, the process of the request and the toolbox options available for application within the City of Celina.

Legal Review:
N/A

Supporting Documents:
1. Celina Neighborhood Traffic Management Policy_FInal
2. Celina Neighborhood Traffic Management Policy_ Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

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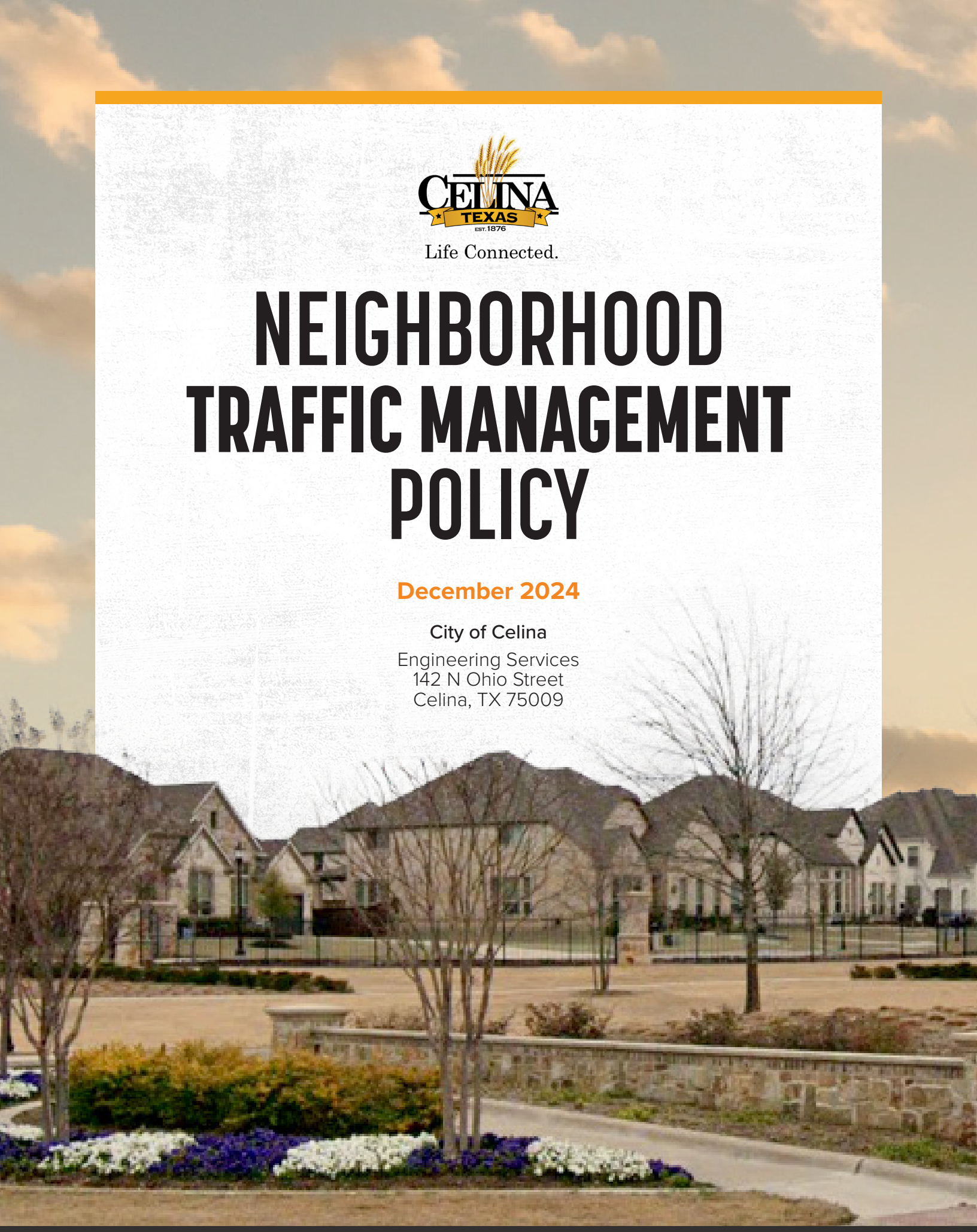
NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

December 2024

City of Celina
Engineering Services
142 N Ohio Street
Celina, TX 75009



RECORD OF REVISIONS

The following are the effective date(s) of the City of Celina Neighborhood Traffic Management Policy and all of its amendments:

Edition Number	Description	Recorded by City Secretary	Effective Date

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY PAGE

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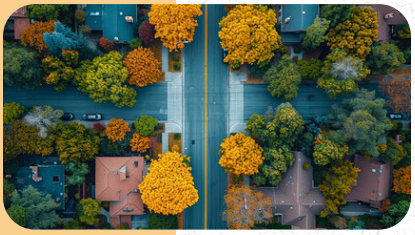
1.1 NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

1.1.1 The primary purpose of traffic management is to support the livability and vitality of residential and commercial areas through improvements in non-motorist safety, mobility, and comfort. These objectives are typically achieved by reducing vehicle speeds or volumes on a single street or a street network. Traffic management measures consist of horizontal, vertical, lane narrowing, roadside, and other features that use self-enforcing physical or psycho-perception means to produce desired effects.



1.2 PURPOSE OF PROGRAM

1.2.1 The Neighborhood Traffic Management Policy (NTMP) is intended to provide residents, business owners, and visitors in the City of Celina with a standardized, well-structured program for addressing a variety of neighborhood traffic issues. The implementation of traffic management on residential and minor collector streets is illustrative of the tools that traffic engineers and planners can use to meet broader societal needs to facilitate the safe and efficient movement of all street users. These measures can help to transform streets and aid in creating a sense of place for communities.

1.2.2 The desire of citizens to slow automobile speeds or reduce volumes on streets adjacent to their homes has not decreased, and neighborhood traffic management programs often provide the most effective way for residents to request traffic management on residential streets. As local residents are often the primary group interested in addressing automobile speeds and traffic volumes, a clear process for the planning, evaluation, and implementation of the NTMP is critical. Neighborhood traffic management provides residents with a means to address traffic concerns in their neighborhoods.

1.2.3 The objectives of the program include:

1.2.3.A To promote safe and pleasant conditions for residents, pedestrians, bicyclists, and motorists on local neighborhood and minor collector streets.

1.2.3.B To reduce impacts of traffic and speed on local neighborhood and residential streets.

1.2.3.C Achieve efficient and safe movement of traffic within neighborhoods, including emergency response vehicles.

1.2.3.D Encourage and enhance bicycle, pedestrian, and other non-motorized travel modes.

1.2.3.E Achieve broad-based citizen participation, which is an essential element in the development of an effective NTMP.



1.3 ELIGIBLE PROJECTS

1.3.1 Alleys and roadways eligible for the NTMP include all dedicated residential and residential collector streets operated and maintained under the jurisdiction of the City of Celina. Private streets, including parking lots and drive aisles in commercial developments, are not regulated by the City regarding traffic operations, and those facilities are the responsibility of their respective private owners or homeowners' association. Property owners should note that there may be issues that affect what can be done regarding traffic on private property, so they should consult the *City's Code of Ordinances* or Director of Engineering or Designee for input before considering changes that impact vehicle and pedestrian access.

Also, state highways are maintained by the *Texas Department of Transportation (TxDOT)* and are not under the jurisdiction of the City, so they are not eligible for traffic management features related to the NTMP. Major and Minor Thoroughfares, as defined in the most recently adopted Engineering Design Standards, are not considered "neighborhood streets", and are not eligible for physical traffic management features. To address traffic concerns, Major and Minor Thoroughfares may be considered for context sensitive design, which results in some of the same elements as the neighborhood traffic management. Context sensitive design allows for flexibility to set target speeds and revise roadway geometry with tighter radii, narrower lanes, enhanced landscaping and street trees to give a perception for narrower lanes, and roundabouts instead of traffic signals. Major or Minor Thoroughfares can be identified with a context overlay such as "slow street" or "neighborhood thoroughfare," which changes the design criteria and allows for thoroughfares to be designed at slower speeds.

1.3.2 Eligible Streets

The first step in the device installation process is to determine whether a specific street is eligible for consideration. Streets meeting the following criteria shall be considered for traffic management device installation:

- **1.3.2.A** The streets are paved and constructed on dedicated right-of-way.
- **1.3.2.B** The property adjacent to the street is either wholly or 80% residential.
- **1.3.2.C** The street is not designated as a major or minor thoroughfare on the current City of Celina's *Master Thoroughfare Plan.*
- **1.3.2.D** The street's posted speed limit does not exceed 35 MPH.

Streets that meet the four criteria listed above shall also meet the following speed criteria to be eligible for traffic management device installation:

- **1.3.2.E** The 85th percentile speed of vehicles traveling on the street exceeds the speed limit by at least 3 MPH.

1.3.3 Eligible Alleys

In order to maintain the drainage in an alley, the only current traffic management devices offered are traffic signs. The first step in the alley traffic management device installation process is to determine whether a specific alley is eligible.

Alleys meeting the two following conditions shall be considered for alley traffic management devices installation:

- **1.3.3.A** The alley is paved and constructed on dedicated right-of-way.
- **1.3.3.B** The property adjacent to the alley is a minimum of 80% residential.

Alleys that meet the two criteria listed above shall also meet the following speed criteria to be eligible for traffic management device installation:

- **1.3.3.C** The 85th percentile speed of vehicles traveling on the street exceeds the speed limit by at least 1 MPH. (The speed limit in residential alleys is 15 MPH, unless otherwise indicated.)

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1.4 ELIGIBLE MEASURES

1.4.1 Traffic Signs for Streets and Alleys





1.4.1.A Speed Limit Signs

By State Law *(Texas Transportation Code Sect. 545.352)*, the speed limit in all alleys is 15 MPH and on local streets in an urban district it is 30 MPH. The City does not have the legal authority to post a speed limit lower than 15 MPH in an alley or 30 MPH in a street. It is standard practice not to sign for speed limits in alleys. Under very rare conditions, City Staff may consider posting of speed related signs in alleys, but any such situation would be handled on a case-by-case basis by approval of the Director of Engineering or Designee.

1.4.1.B "No Thru Traffic" Signs

In a very small number of cases, the layout of the street and alley network does create a situation where an alley or street may be more likely to serve cut-through traffic, or may encourage unfamiliar drivers to enter an alley or street seeking an alternate route in or out of a neighborhood. In these cases, City Staff may consider the posting of "No Thru Traffic" or "No Outlet" signage at the sole discretion of the Director of Engineering or Designee.

1.4.2 Physical Traffic Management Features



1.4.2.A Although vertical deflection devices (i.e., speed humps) are not recommended, there are a variety of physical traffic management features that can be used to introduce horizontal deflection into a roadway. Diverting a driver's path from a straight line, or forcing drivers to yield to other traffic, requires them to slow down, which is more compatible with the nature of a residential neighborhood. Some examples of physical traffic management features are mini-roundabouts and raised crosswalks. Refer to **Section 4** of the NTMP for the physical traffic management features. Alleys are not eligible for these physical traffic management features.

1.4.3 Public Education Campaign



1.4.3.A Public education is intended to allow for the community to be better informed on the implementation of devices and encourages a higher degree of public participation in the area.

1.4.3.B The education of the neighborhoods involves measures such as campaigns and presentations.

1.5 INELIGIBLE MEASURES

1.5.1 Stop Signs



1.5.1.A Stop signs are intended to assign right-of-way between conflicting traffic flows at intersections. They are only authorized for intersections meeting certain criteria, and they do not ultimately solve speeding problems. The proper use of stop signs is governed by state and federal regulations, including the *Texas Manual on Uniform Traffic Control Devices (MUTCD).*

1.5.1.B Research has shown that motorists often speed up between stop signs to make up for the perceived wasted time, as summarized in *Multi-Way Stops – Research Shows the MUTCD is Correct by W. Marin Bretherton Jr., P.E.(M).* Drivers recognize unjustified stop signs, and this results in many people rolling through the stop signs. This encourages a general disrespect for all stop signs in the area and leads to a new series of traffic complaints from residents.

1.5.2 Other Non-Standard Traffic Signs

1.5.2.A Non-standard traffic signs, such as "Slow," "Children at Play," or similar messages are not installed by the City of Celina for a variety of reasons:

- **1.5.2.A.i** There is no evidence to indicate that these signs reduce speeds or crash rates.
- **1.5.2.A.ii** Federal and state regulations do not permit the use of these non-standard signs on public roadways. Although "Children at Play" and similar signs are not permitted, the City may install other warning signs such as "Pedestrian Crossing Ahead," "Bicycle and Pedestrian," and "Trail Crossing" when appropriate to alert divers to specific locations that might have unusually high concentrations of children near or crossing the roadway, such as schools and playgrounds.

1.5.3 Speed Humps for Streets and Alleys

1.5.3.A The City of Celina does not allow speed bumps, humps, or related vertical devices except for speed cushions or raised crosswalks to be installed on any public street or alley for speed control.

- **1.5.3.A.i** Emergency response times are increased, especially if a fire truck or ambulance must navigate a series of humps.
- **1.5.3.A.ii** Speed humps increase noise, and vehicles sometimes try to avoid the humps by driving around them and onto residents' yards.





1.6 POLICIES

1.6.1 The following policies are established as part of the NTMP for neighborhood streets:

1.6.1.A Through traffic should use major thoroughfares as shown on the City of Celina's *Master Thoroughfare Plan*.

1.6.1.B Ensuring that Emergency vehicle access is preserved.

1.6.1.C Neighborhood Traffic Management projects should encourage and enhance pedestrian and bicycle access to neighborhood destinations.

1.6.1.D Traffic management improvements should be limited to neighborhood streets. This includes residential (local) and residential collector streets.

1.6.1.E Ensure that automobile access is maintained.

1.6.1.F Traffic management measures that result in diversion of traffic to other residential streets should be discouraged. However, a small amount of traffic diverted to other residential streets may be acceptable. The acceptable amount of traffic diverted to other residential streets shall be determined on a case-by-case basis as approved by the Director of Engineering or Designee.

1.6.1.G Traffic management measures should be planned and designed in keeping with sound engineering and planning practices.

1.6.1.H Traffic management measures address residential safety and livability concerns through the collaboration of neighborhoods, the Fire Department, the Police Department, and City Staff.

1.6.1.I The NTMP supports growth in a way that can protect neighborhoods from the negative impacts of traffic by implementing innovative and effective transportation solutions.





2.1 SPEEDING

2.1.1 By State Law *(Texas Transportation Code Sect. 545.352)*, the speed limit on local streets in an urban district is 30 MPH, unless otherwise posted.

2.1.2 The operating speed of a street is a primary factor related to the safety of the roadway. Streets are designed to the design speed for the given classification of the roadway; however, the design speed may be greater than the desired target speed. NTMPs are designed to reduce speeds such that the roadway operates at the target speed. This is made possible through the application of various speed management techniques. Since 30 MPH is a standard local speed limit throughout Texas and in much of the country, drivers are accustomed to this limit and the posting of large numbers of additional signs throughout neighborhoods is not likely to change driving behavior.



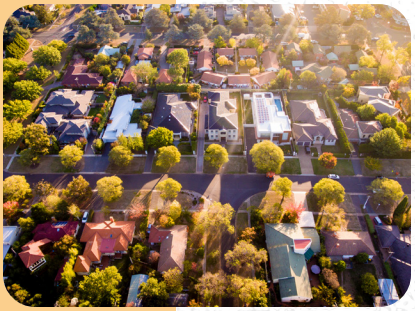
2.1.3 In general, the City posts speed limits to be consistent with other similar roadways across the City based on the roadway conditions, number of intersecting streets, density of driveways, and nature of the surrounding development. Allowing too much variation in speed limits between similar roadways contradicts drivers' expectations and creates additional compliance issues.



2.1.4 The City does post reduced speed limits (either regulatory or warning) for conditions that are unusual, unexpected, or present some additional degree of hazard that many not otherwise be readily apparent to drivers based on their assessment of their surroundings.

Examples include physical features, such as sharp curves, or adjacent land uses, such as schools.

2.1.5 In cases where an engineering study is needed, speeds are typically evaluated by analyzing the 85th percentile speed. The 85th percentile is the speed at which 85% of the traffic is traveling at or below, with 15% of traffic exceeding that speed. This threshold is the target speed that is most often used for setting speed limits on highways and is also used as a representation of the speeds on the street in other types of studies, such as for the NTMP.



2.2 CUT-THROUGH TRAFFIC

2.2.1 It is common for the public to use neighborhood streets as "cut-through" routes. While it is important to remember that public streets are intended to serve all of the public, streets are classified their intended purpose, as described below.

2.2.1.A Highways – State highways provide for regional traffic circulation and are designed for high speeds and heavy volumes. These highways are typically limited access, with restrictions on the locations of driveways to adjacent properties, in order to preserve the safety and efficiency of traffic flow.

Examples include Collin County Outer Loop, the Dallas North Tollway, and Preston Road (State Highway 289).

2.2.1.B Thoroughfares – These larger streets are meant to provide connections for traffic moving within the city, and typically move higher volumes of traffic at higher speeds, while also providing reasonable access to adjacent properties.

Examples include major thoroughfares such as S. Coit Road and W. J. Fred Smith Parkway as well as minor thoroughfares like Sunset Boulevard and Stalcup Boulevard from N. Preston Road to N. Peterman Parkway.

2.2.1.C Collectors – Medium-sized streets are meant to provide access for traffic in and out of neighborhoods, linking local streets with the surrounding arterial network. However, minor collectors tend to be shorter, may have more restricted access, have fewer lanes, and may be designed with homes or businesses not fronting directly on them.

Punk Carter from S. Preston Road to S. Coit Road and Roseland Parkway E. Outer Loop to E. Sunset Boulevard ***are examples*** in Celina.

2.2.1.D Local Streets – Local streets are the lowest classification of street and provide the highest level of access, with numerous driveways and on-street parking.

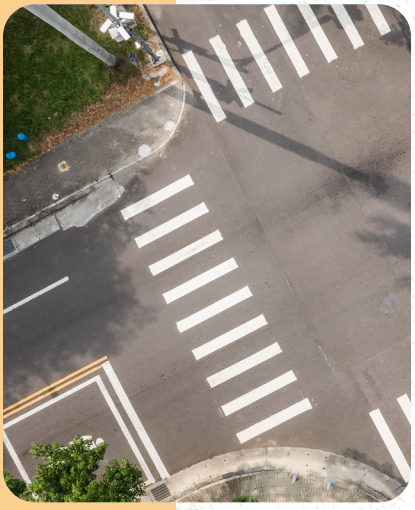




2.2.2 In most residential neighborhoods, the collector streets that are intended to feed traffic in and out of the neighborhood may look very similar to other local streets. However, right-of-way for a residential collector is wider than local streets and travel lanes may be wider.

It is important to remember the various functions that a street serves when considering cut-through traffic. Even on local streets, traffic going to or from other parts of the neighborhood may be perfectly appropriate, even if unwanted by the residents on that street, depending on the layout of the street network.

Cut-through traffic becomes a legitimate neighborhood traffic concern when traffic is routinely traveling between major collectors or thoroughfares using local streets when no businesses are on that street. This type of traffic should stay on the larger streets. When the City receives these types of complaints, the situation is reviewed to see if there are issues on the primary streets that drivers are avoiding and if it is possible to address these issues first. The goal is to draw the traffic back to the appropriate facility. In these cases, City Staff may consider the posting of “No Thru Traffic” or “No Outlet” signage at the sole discretion of the Director of Engineering or Designee.



2.3 SIGHT DISTANCE

2.3.1 Proper visibility at intersections and driveways is important for the safety of all users of the street network. Homeowners Associations (HOAs) and property owners are responsible for making sure that vegetation and structures, such as fences, do not obstruct sight lines, and that landscaping, mailboxes, and other items do not block safe passage on the sidewalk.

2.3.2 Sight distance concerns should always be reported to the City using the contact provided at the end of the NTMP. If a situation is urgent, such as a tree branch blocking a stop sign, City Staff may step in and remove the conflict directly. In most cases, however, a notice will be provided to the property owner informing them of the requirement to clear the obstruction.





2.4 PARKING

2.4.1 Public streets serve a number of purposes, including providing access to adjacent properties, emergency vehicle access, and parking.

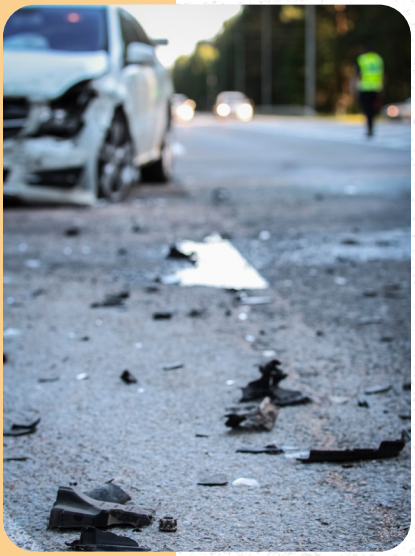
2.4.2 With vehicles parked on both sides of a street, there may be some locations where drivers are not comfortable passing oncoming traffic in all areas, and it may be necessary for opposing directions of traffic to alternate. This scenario sometimes generates complaint calls to the City, but requiring drivers to take turns traveling in each direction on a residential street is not considered to be a problem that needs to be corrected. The presence of on-street parking narrows the feel of the roadway and, particularly in cases where traffic must alternate, helps to reduce speeds on local streets.

2.4.3 Although parking parallel to the curb is allowed on most streets, by State Law *(Texas Transportation Code Sect. 545.302)* it is illegal to park within 30 feet of an intersection, within 15 feet of a fire hydrant, or within 20 feet of a crosswalk. If there are some vehicles that are routinely parked in these areas, City Staff can check the situation and post a "No Parking" sign, if warranted. Contact the Engineering Services Department for evaluation of this measure.



2.4.4 It should be noted that in order to be parked legally on a public street *(Texas Transportation Code Sect. 545.303)*, the vehicle must be facing in the same direction as traffic and parallel to and within 18 inches of the curb or edge of pavement. Parking on the wrong side of the street or facing oncoming traffic is illegal. The limited visibility from the driver side of the vehicle when crossing oncoming traffic creates an unsafe condition. Parking head-in or at an angle within a cul-de-sac is also illegal because it interferes with the intended purpose of the cul-de-sac, which is to allow for fire trucks, ambulances, and other large vehicles to turn around.





2.5 CRASHES

2.5.1 The Engineering Services and Police Department compiles a Crash Severity Report, a summary of the three-year crash history citywide using data from the TxDOT Crash Records Information System, and reviews this to identify any outlier locations with unusually high numbers of crashes for the volume of traffic and nature of the intersection. The Crash Severity Report should be completed middle to end of the year following the most recent year of completed or available data. As expected, higher volume intersections typically have higher numbers of crashes, but that does not necessarily mean there is a specific safety issue that can be addressed through engineering measures. In neighborhoods, crashes are very rare occurrences and are typically so random it is difficult to predict or prevent them.

2.5.2 If the City receives a complaint about crashes at a neighborhood street, staff will review police records and visit the site to assess whether there may be any physical factors that could contribute to crashes. If the data supports an actual documented history of crashes, then possible mitigation measures will be considered, as appropriate. In this type of case, no neighborhood involvement through the NTMP is required.



3.1 INITIAL REQUEST

3.1.1 A citizen or neighborhood association may be advised by City Staff to request that a particular street or area be considered for neighborhood traffic management improvements. Following initial steps, refer to **Figure 3-1** Request Process Flowchart and **Section 4.3** Public Education for additional information. The requestor must complete a project request application, including the specific location(s) and reasoning behind the request. **Residents may submit requests throughout the year, however, funding is allocated annually. All requests received by June 1st will be considered during the following fiscal year, beginning October 1st.** This June deadline provides adequate time for the City to collect data and rank each project area in time to begin the study process shortly after the start of the new fiscal year.

3.1.2 A Request for Investigation Form must be completed by a resident or neighborhood representative. The Request for Investigation Form can be found in **Appendix A** of the NTMP. **The form will include the following:**

3.1.2.A Neighborhood/Applicant Information

- **3.1.2.A.i** Includes the contact name, address, email, phone, and area of concern.

3.1.2.B Description

- **3.1.2.B.i** Description to include the reason for the request with specific examples of any of the following concerns: crashes, visibility, speeding, proximity to parks or schools, time of day as well as any additional supporting documents, as necessary.

3.1.2.C Supporting Signatures

- **3.1.2.C.i** Applicant must obtain at least three signatures supporting the request.

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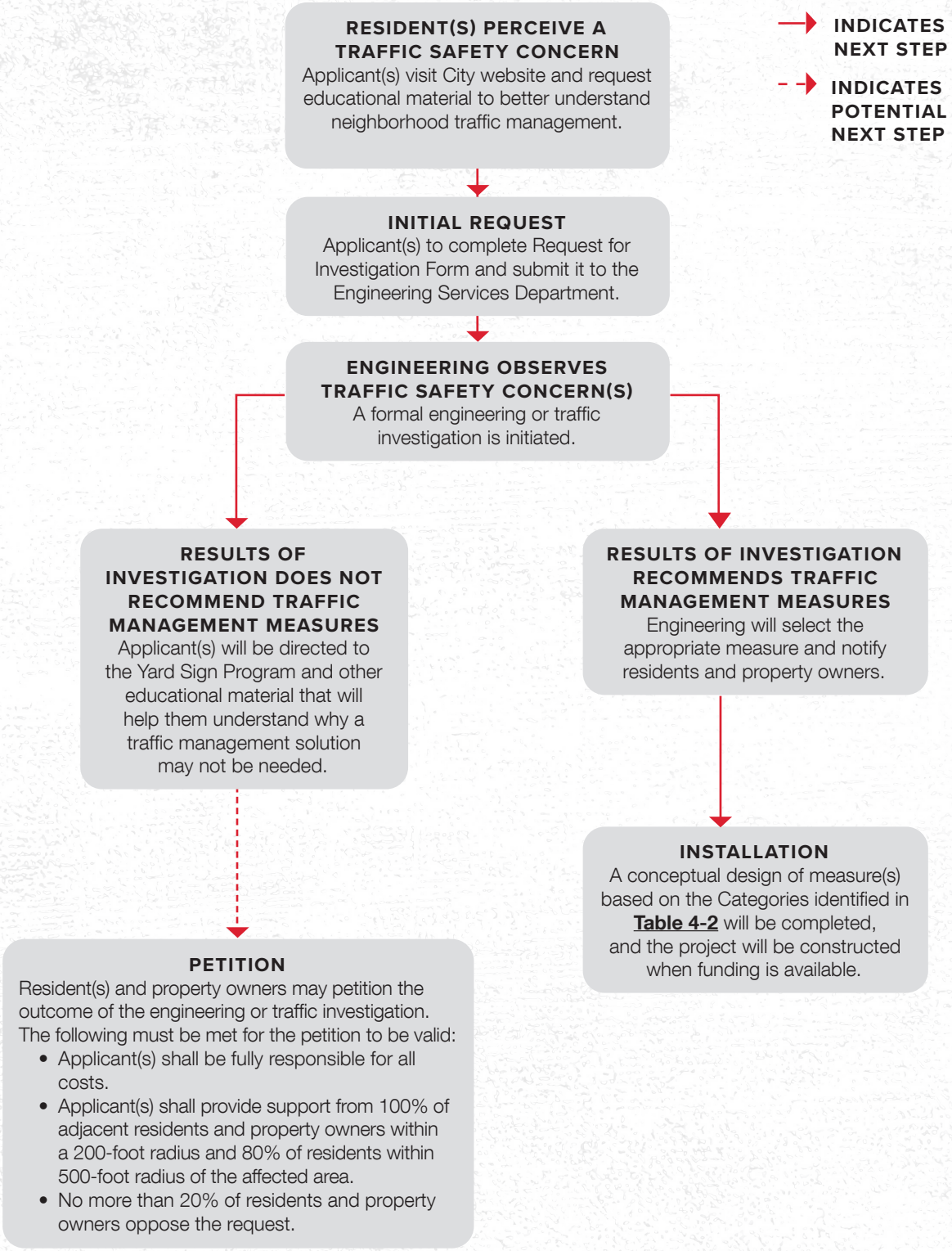
3.1.3 The request process is outlined below:

FIGURE 3-1: **REQUEST PROCESS FLOWCHART**





3.2 DATA COLLECTION AND ANALYSIS

3.2.1 In most cases, City Staff will need to collect additional data to properly review the issue. This typically includes visiting the site to observe the conditions in-person, as well as placing automatic traffic recorders to collect traffic volume and speed data for a 24-hour sample period. All streets have occasional drivers traveling at increased speeds beyond recommended limits, but this issue cannot be addressed with engineering measures. Therefore, the highest speeds recorded during data collection do not provide a useful representation of whether there is an overall problem with excessive speeds on a particular roadway. When reviewing traffic speed data, the 85th percentile speed is considered. This is the most common result used in determining speeds. The 85th percentile is the speed that 85% of the traffic is driving at or below, and 15% of the traffic is exceeding. As discussed in **Section 2.1.5**, this is commonly used in the industry as a guide for setting speed limits.

3.2.2 For engineering evaluation, data will be collected in the project area, and City Staff will evaluate the traffic data to determine levels of traffic volume, vehicular speed, pedestrian activity and other observations. If the project does not meet the eligibility requirements described in **Section 1.3**, residents will be directed to the Yard Sign Program, Petition Form, and other levels of educational material described in **Section 4.3** that will help them understand why a traffic management solution may not be needed in that particular situation. All-way stops are not a traffic management measure and are used to assign right-of-way to drivers but will be evaluated to determine if installation is warranted through an engineering evaluation.

3.3 STAFF REVIEW AND RECOMMENDATION



3.3.1 Based on the site visit and traffic data, City Staff will respond to the resident with a recommendation on the appropriate traffic management or control measures, if any, for each specific situation. Staff will then guide the residents through any additional steps in the request process.



3.4 FUNDING

3.4.1 If necessary, three funding options will be considered for the NTMP improvements. These options are:

- **3.4.1.A** 100% City funded, if warranted.
- **3.4.1.B** 100% applicant funded, if implemented as a result of a petition and is unwarranted.

3.5 REMOVAL AND MODIFICATION



3.5.1 Any requests for the re-evaluation of traffic management improvements must take place after the following timetable:

- **3.5.1.A** Maintenance improvements – 12 months
- **3.5.1.B** NTMP projects – 3 years

3.5.2 Maintenance improvements include updates such as pavement striping, asphalt overlay, resurfacing, utility reconstruction and various other maintenance projects. The Engineering Services Department will make the decision for modification or removal. Any removal or modification of existing traffic management measure(s) is required to follow the same funding, petition, and approval process as the installation of new measures.



4.1 GENERAL

4.1.1 The toolbox consists of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. It lists the measures most applicable to the City of Celina, describes each traffic management policy measure, and gives guidance on applicability. As new ideas are developed and tried, they may be implemented in the future.

4.2 TOOLBOX APPLICATION

4.2.1 Depending on the severity of the speeding problem, **Table 4-2** below provides guidance on project eligibility and general application of the traffic management measures identified in the toolbox.

TABLE 4-2: TOOLBOX APPLICATION ELIGIBILITY

		CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Posted Speed Limit (mph)	**Roadway Classification**	Vehicles traveling at speed limit	85th Percentile Speed over Posted Speed Limit (mph)		
35	**Residential or Residential Collector**		3 mph	Between 4 and 10 mph	Over 10 mph or over one percent of motorists are traveling more than 15 mph over the posted speed limit
15	**Alley**		1 mph	Between 2 and 5 mph	Between 5 and 10 mph

CATEGORY 1 Measures

- Public Education/ Engagement
- Neighborhood Speed Watch
- Yard Sign Program
- Petition

CATEGORY 2 Measures

- All previous category measures are applicable
- Education and Awareness
- Neighborhood Speed Watch and Mobile Speed Trailers
- Targeted Enforcement

CATEGORY 3 Measures

- All previous category measures are applicable
- Permanent Driver Feedback Signs
- Additional Signs and Markings
- Increased Targeted Enforcement

CATEGORY 4 Measures

- All previous category measures are applicable
- High-Visibility Law Enforcement
- Horizontal Geometry Measures
- Streetscape Improvements
- Technology Solutions
- Vertical Measures



4.3 PUBLIC EDUCATION

4.3.1 Public education provides residents a better understanding of traffic management devices being installed in the area. In addition, through public education, residents will have the opportunity to partner with City Staff to provide input for specific traffic management solutions in their neighborhoods.

4.3.2 Activities include a variety of special events, outreach campaigns, presentations to school and community groups, and surveys of current practices and attitudes related to traffic safety.

4.3.3 There are a variety of public education measures that can be taken prior to requesting traffic management solutions. The following is recommended for residents to pursue to reduce speeds in their neighborhoods prior to submitting a formal Request for Investigation:

4.3.3.A **Visit City Website** – Residents and business owner are encouraged to visit the City's website to learn more about traffic safety, neighborhood traffic management, and measures to help with reducing speeds. Educational materials such as the NTMP and other information are available upon request.

4.4 NEIGHBORHOOD SPEED WATCH

4.4.1 If a neighborhood is perceived to have a traffic safety and speeding problem, residents are encouraged to participate in this educational program. Residents are eligible to request radar equipment to use in their neighborhoods after viewing the radar training video issued by the Police Department. The radar equipment available to the public is a Velocity Speed Gun (Radar Gun). This device is used to assess whether a vehicle is traveling within the speed limit. The radar equipment and enforcement are subject to number of competing calls for service and staff availability. The Request for Police Radar Equipment Form can be found in **Appendix A** of the NTMP.





4.5 STRIPING

4.5.1 Striping as a traffic management technique can help reduce the driver's perceived width of the roadway. The striping may be designed such that it deflects a vehicle's path. Striping is used when there is an ample amount of pavement width for lane configuration, a minimum of 10-foot travel lanes in residential and 11-foot travel lanes in collector and residential roads must be maintained at all times when considering this tool in the Toolbox. Striping can also be used to provide on-site parking, on-street facilities for bicyclists, and/or buffers between vehicular travel and sidewalks/pedestrians. Color applications can be applied to some markings depending upon the application factors such as climate, use and stress, and age/condition of the pavement. Refer to *TMUTCD* for striping details.

4.5.2 Striping alternatives can consist of adding the following:

- **4.5.2.A** Centerline Stripe
- **4.5.2.B** Edge Lines
- **4.5.2.C** Striped Median
- **4.5.2.D** Striped Choker or Chicane
- **4.5.2.E** Psycho-Perceptive Striping
- **4.5.2.F** Parking Stalls
- **4.5.2.G** Bike Lanes

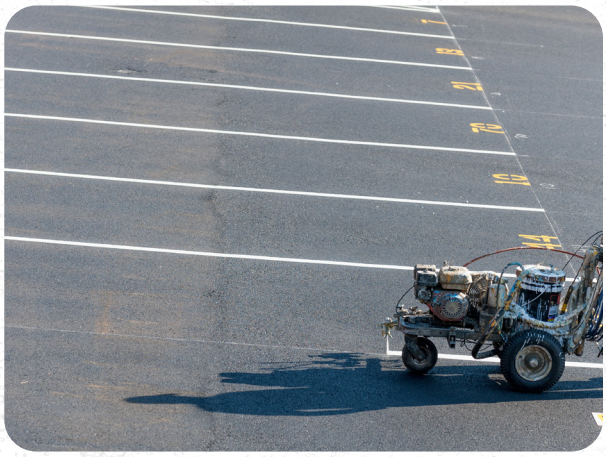


TABLE 4-5: **STRIPING PROS AND CONS**

PROS	CONS	AVOID	USE
• Do not reduce emergency response times • Allow for greater flexibility to meet future changes • Can be implemented quickly and less costly to construct • Provide an opportunity for multimodal street design	• Some limitations in speed reductions • Less effective when speeds are already low • The paint of markings can fade over time	• When a physical barrier is more appropriate • Placing new striping/ markings on existing roads in poor condition	• When there is an ample amount of pavement width • To provide on-site parking • To provide on-street facilities for bicyclists • To provide a buffer between moving vehicles and sidewalks/ pedestrians



4.6 FEEDBACK SIGNS

4.6.1 Feedback signs are dynamic speed signs to alert drivers they are speeding and create a sense of being monitored to the driver. The feedback may be the driver's actual speed, a message such as "slow down," or the activation of some warning device. Feedback signs should be implemented in areas of high speeding concern.

4.6.2 In addition to providing targeted enforcement, the Police Department can also provide portable driver feedback trailers on a rotating basis through their Traffic Division. These trailers have signs showing the posted speed limit and may utilize radar to display the actual speeds of approaching vehicles as a reminder to drivers of their speed. The City has limited trailers in use citywide at all times and rotates them among complaint locations or areas of concern to Staff.



4.6.3 Permanent driver feedback signs are very similar to the portable driver feedback trailers. They are installed to provide a real-time dynamic display of a driver's speed. When coupled with a traditional speed limit sign, they are useful in reminding drivers of the appropriate maximum speed at that location. These signs are typically mounted on sign posts or poles, making them less obtrusive than the trailers, and allowing them to remain indefinitely at a problem location. Signs are typically solar-powered with internal batteries to allow for 24-hour operation, so they may not be practical in areas continuously in the shade.



TABLE 4-6: **FEEDBACK SIGNS PROS AND CONS**

PROS	CONS	AVOID	USE
• Easy to implement and low cost to construct • Can be portable and temporary	• Some drivers use it to test the limits on their speed rather than slowing down	• On high-volume roads where drivers would not receive accurate feedback on their individual speeds	• In areas of high pedestrian safety concern such as school zones or neighborhoods • In areas of high speeding concern



4.7 SPEED CUSHIONS

4.7.1 Speed cushions are parabolic management devices intended to slow traffic speeds on low-volume, low-speed roads. They consist of two raised areas placed laterally across a roadway with gaps in between. They are seen as favorable over speed humps because these gaps allow for emergency vehicles to pass through at normal speeds. Speed cushions can be designed for a range of speeds based on length and height.

4.7.2 Speed cushions should be used in the following conditions:

4.7.2.A Speed cushions should be used primarily on collectors and local streets at mid-block locations.

4.7.2.B Speed cushions should be spaced 260-500 feet apart with appropriate advance warning and striping to ensure users anticipate the speed cushions.

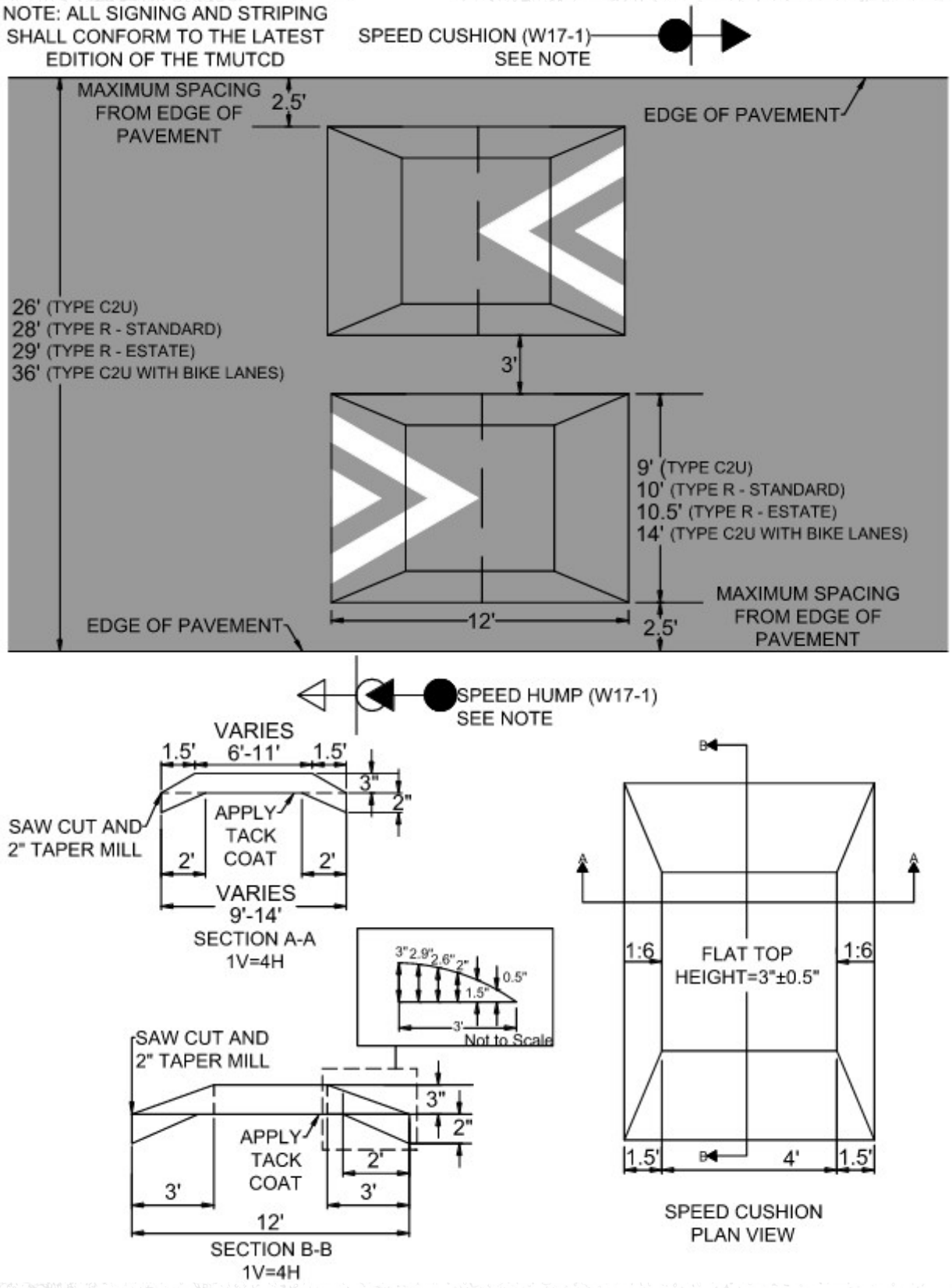
4.7.2.C Vertical speed management elements should be designed to the following criteria:

- **4.7.2.C.i** Slopes should not exceed 1:10 or be less than 1:25.
- **4.7.2.C.ii** Side slopes on tapers should be no greater than 1:6.

4.7.2.D Speed cushions should be located where there is sufficient visibility and lighting.

TABLE 4-7: **SPEED CUSHIONS PROS AND CONS**

PROS	CONS	AVOID	USE
• Minimal impact on emergency response times • Lowers traffic volumes by an average of 20% • Low cost to construct	• Does not slow down large commercial vehicles or motorcycles • Passenger vehicles may try to steer around them • Increase noise and adjacent residential complaints	• On roads with a grade of greater than 8 percent • On roads with speeds higher than 35 MPH • Combining with pedestrian crossings	• On local and collector streets • At mid-block locations • In a series, spaced 260-500 feet apart • With appropriate advance warning and stripping to make sure users anticipate the speed cushions


NOTE: ALL SIGNING AND STRIPING SHALL CONFORM TO THE LATEST EDITION OF THE TMUTCD
SPEED CUSHION (W17-1) SEE NOTE
MAXIMUM SPACING FROM EDGE OF PAVEMENT
2.5'
EDGE OF PAVEMENT
26' (TYPE C2U)
28' (TYPE R - STANDARD)
29' (TYPE R - ESTATE)
36' (TYPE C2U WITH BIKE LANES)
3'
9' (TYPE C2U)
10' (TYPE R - STANDARD)
10.5' (TYPE R - ESTATE)
14' (TYPE C2U WITH BIKE LANES)
MAXIMUM SPACING FROM EDGE OF PAVEMENT
EDGE OF PAVEMENT
12'
2.5'
SPEED HUMP (W17-1) SEE NOTE
VARIES
1.5'
6'-11'
1.5'
3"
2"
SAW CUT AND 2" TAPER MILL
APPLY TACK COAT
2'
2'
VARIES
9'-14'
SECTION A-A
1V=4H
3"
2.9"
2.6"
2"
0.5"
1.5"
3'
Not to Scale
SAW CUT AND 2" TAPER MILL
3"
2"
APPLY TACK COAT
2"
3'
3'
12'
SECTION B-B
1V=4H
A
A
B
B
1:6
FLAT TOP HEIGHT=3"±0.5"
1:6
1.5'
4'
1.5'
SPEED CUSHION PLAN VIEW

4.8 BULB-OUTS

4.8.1 Bulb-outs are used to physically narrow the street and expand sidewalks and landscaped areas. They provide shorter pedestrian crossing distances and protection at the beginning of a parking lane. Bulb-outs may contain landscaping or a sign to increase their visibility to motorists. Trees may be planted if the canopy is greater than 7 feet and does not hinder sight visibility.

4.8.2 The primary purpose of bulb-outs is to "pedestrianize" an intersection. The bulb-outs, typically containing a reduced corner radius, slow automobile speeds, shortens pedestrian crossing distance, and increases pedestrian visibility.

4.8.3 Bulb-outs have limited impact on vehicle speed because of the absence of either a pronounced vertical or horizontal deflection. If reducing vehicle speed is also a priority, the bulb-out can be combined with a vertical speed device such as a raised crosswalk or intersection.

4.8.4 During the design, consideration is needed for the potential impacts on the existing drainage system and major utility relocation.



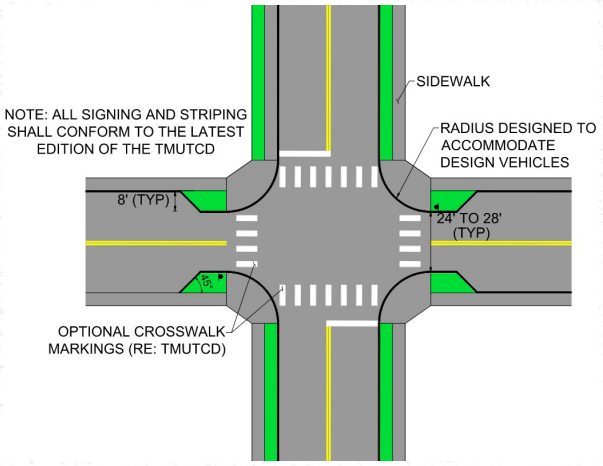


TABLE 4-8: **BULB-OUT PROS AND CONS**

PROS	CONS	AVOID	USE
• Minimal impact on traffic • Safer for pedestrians due to shorter crossing distances • Provides space for landscaping • Slows traffic without affecting emergency response time	• Unfriendly to cyclists unless designed to accommodate • Only partially effective as a visual obstruction • The conflict between passing opposing drivers could create problems	• When posted speeds are higher than 35 mph • Without taking drainage design into consideration	• To provide on-site parking • With high pedestrian traffic • In a series, at intersections, and mid-block locations to increase effectiveness • To help prevent illegal parking near intersections



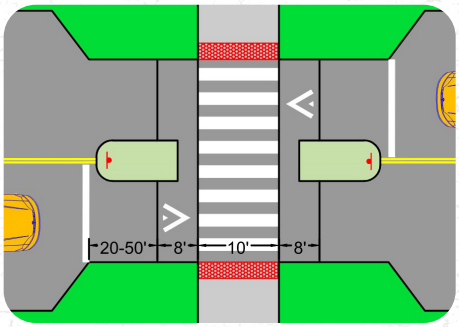
4.9 RAISED CROSSWALKS

4.9.1 Raised crosswalks are constructed along an elongated mound in the roadway pavement surface extending across the travel way at a right angle to the traffic flow. They encourage motorists to travel at slow speeds while increasing sight distance to active pedestrians. Raised crosswalks should be installed where there is significant pedestrian desired movement and low traffic volume. Common positioning includes bus stops, plazas, parks, building entrances, waterfronts, and mid-block passageways.

4.9.2 Raised crosswalks should be used in the following conditions:

4.9.2.A The raised crosswalk shall be from the face of curb to the face of curb in the traveled way.

4.9.2.B Raised crosswalks shall be designed so that the design vehicle does not bottom out traversing the raised crosswalk operating at 5 MPH.



4.9.2.C The cross walk should be a minimum of 6 feet wide for a 5-foot ramp and a minimum of 8 feet wide for larger ramps.

4.9.2.D The crosswalk should be striped, regardless of the paving pattern or material, to bring attention to the drivers, especially at night.

4.9.2.E Yield lines at crossings should be set back 20-50 feet. This ensures that a person crossing the street is visible to all drivers in the stop queue.

4.9.2.F Daylighting in advance of a crosswalk makes pedestrians more visible to motorists and are more visible to pedestrians. This may be accomplished by restricting parking and/or installing a curb extension.

4.9.2.G If bicycles operate in the street where a raised crosswalk is planned, bicycles shall transition across the raised crosswalk location with grades appropriate for their design speed. The maximum slope shall be 10% for ramps across a raised crosswalk when bicycles operate in the street.

TABLE 4-9: **RAISED CROSSWALKS PROS AND CONS**

PROS	CONS	AVOID	USE
• Work well in combination with bulb-outs • Elevated crossing pedestrians are more visible to drivers • Can be used on single or multilane roadways • Reduces speeds by 20-25%	• Impacts emergency vehicle response times • Appropriate only at mid-block sections and not at intersections • Impacts design for drainage	• When posted speeds are higher than 35 mph • Without taking drainage patterns into consideration	• In areas of high pedestrian traffic • On local streets with low traffic volumes • With appropriate advance warning and striping to ensure users anticipate the crosswalks

4.10 MINI-ROUNDABOUTS

4.10.1 Mini-Roundabouts are intended to be used as an alternative traffic management device to a multi-way stop or a two-way stop. Mini-Roundabouts are intersections with circulating traffic that yield at entry. They are used to move traffic on neighborhood collector roads with higher volume. The main uses of Mini-Roundabouts are to increase the capacity of existing four-way stops and where approaching sight-distance is limited. Mini-Roundabouts differ from traffic circles in such a way that they require deflection of vehicle paths prior to entry into the intersection, typically through the use of curbed or painted splitter islands. They are typically landscaped with ground cover, bushes, and trees that do not hinder sight distance. Mini-Roundabouts have relatively small, inscribed circle diameters and traversable central islands, allowing larger vehicles to cross over the island when turning. However, they are designed to accommodate passenger vehicles without requiring them to drive over the central island. **Table 4-10a** for design radii is found below.

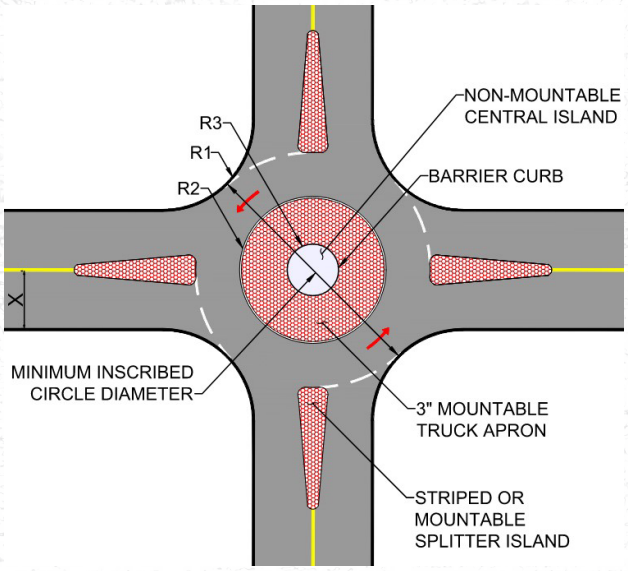


TABLE 4-10a: **MINI-ROUNDABOUTS DESIGN RADII**

X	R1	R2	R3
16’	15’, 20’, 25’	12’, 18’, 20’	7’, 7’, 7’
14’	15’, 20’, 25’	10’, 11’, 12’	5’, 5’, 5’
12’	15’, 20’, 25’	6’, 8’, 9’	3’, 3’, 3’

TABLE 4-10b: **MINI-ROUNDABOUTS DESIGN RADII**

PROS

- Reduces speed at the intersection
- Decreases severity and number of potential vehicle conflict points
- Provides equal access to the intersection for all users
- Visually appealing when landscaped or hardscaped

CONS

- Can restrict access for trucks and longer school buses
- Requires maintenance responsibility, if landscaped
- Higher installation costs

AVOID

- If the slope of roadway is higher than 6%
- To accommodate high volumes of truck traffic.
- With on-street parking closer than 30 feet to the intersection
- When posted speeds are higher than 35 mph
- In close proximity to driveways

USE

- To increase capacity of existing four-way stops
- For daily entering volumes less than 15,000 vehicles per day
- Where approaching sight distance is limited



4.11 RAISED CENTRAL MEDIANS

4.11.1 Raised central medians are the preferred speed management techniques to require vehicles to shift horizontally from their travel path, which typically results in reduced speeds. Raised central medians are typically landscaped with ground cover, bushes, and trees or paved with decorative pavers. They create narrowed lanes and encourage motorists to slow through the narrow section. Raised central medians of a sufficient width can also provide protected spaces in the center of the street to facilitate bicycle and pedestrian crossings comfortably.

4.11.2 A raised central median may simply be a painted area that is designated for non-automobile use but is most effective when it is defined by a raised curb and landscaped to further reduce the street width.

4.11.2.A Often incorporate textured pavement on the median itself, particularly for a median without a raised concrete curb.

4.11.3 A raised central median can often double as a pedestrian refuge island if a cut in the median is provided along a marked crosswalk.

4.11.3.A Desirable locations for raised central medians are at intersections with a designated crosswalk or at designated mid-block crossings.

4.11.4 When placed at or near the entrance to a neighborhood, a raised central median provides a visual cue to the motorist and induces lower vehicle speed.



TABLE 4-11: **RAISED CENTRAL MEDIAN PROS AND CONS**

PROS	CONS	AVOID	USE
• Reduces lane width and vehicular speed	• Curbside parking must be prohibited	• Using along primary industrial route	• When entering a neighborhood
• Provides aesthetic visual break up on long, straight streets	• Maintenance responsibility if landscaped	• Major relocation of drainage features or large utilities	• On major roads with multiple travel lanes or excess pavement width
• Provides a visual cue to motorists that they are entering a narrow section	• May have little or no impact on cut-through traffic	• Major reduction of accessibility of adjacent properties	• In conjunction with other traffic calming devices

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4.12 YARD SIGN PROGRAM

4.12.1 The City of Celina has launched a Yard Sign Program to raise awareness of traffic management related to safety in Celina neighborhoods. The program supports residents by providing measures that can be used in neighborhoods to encourage safe driver behavior by placing temporary yard signs with various messages in a series of yards. It also empowers residents in a neighborhood to play a bigger role in making their communities safer for the residents, pedestrians, and other users. This program is available to all Celina residents year round.

4.12.2 During the period of yard sign deployment in a particular neighborhood, only one sign may be placed per yard and per household. Yard signs must be placed on private property. The neighborhood representative(s) must ensure defaced or damaged signs are removed immediately.



TABLE 4-12: **YARD SIGN PROGRAM PROS AND CONS**

PROS	CONS	AVOID	USE
• Promotes traffic safety in communities • Empowers residents to play an active role in making their communities safer • Can be used multiple times per year	• Not a viable long-term solution • May be hard to measure true impacts • Sign availability may be limited	• When program conflicts with HOA rules and regulations in a community	• To encourage safe driver behavior • Promote traffic safety in communities • When other traffic management tools are not applicable



4.13 PUBLIC ENGAGEMENT

4.13.1 Once the Engineering Services Department advises the residents to proceed with the NTMP, a neighborhood representative may submit a Formal Request for Investigation. Upon receipt of this request, the Engineering Services Department will initiate the process of implementing traffic management measure(s), if deemed necessary.

4.13.2 The Engineering Services Department will begin by analyzing the data already collected. If the data previously collected is not sufficient, City Staff may proceed to collect additional data. City Staff will then conduct a comprehensive engineering or traffic investigation. The results of this investigation will determine whether traffic management is recommended or not. The process of implementation post-investigation is described below:

4.13.2.A **Public Notification** – If a street is eligible for traffic management, the City Staff will select the appropriate measures and notify the affected residents and property owners via social media platforms, City website, direct mail or email. The City will coordinate with HOAs that will also be able to notify residents and property owners of the affected area. This notification will contain details of the traffic management measure(s) category, maps showing where the measure(s) are proposed, and descriptions of each measure.

4.13.2.B **Installation** – City Staff will complete a conceptual design of the measure(s), and the project is constructed as funding is available.

4.13.3 If the outcome of the engineering or traffic investigation does not support installation or implementation of the traffic management measures, as outlined in **Table 4-2,** resident and property owners will have the opportunity to petition the outcome. As stated in **Section 3.4 and Figure 3-1** the applicant(s) shall be fully responsible for all costs related to traffic management measure(s) resulting from this petition that are not warranted. Funding must be available and the following requirements must be met for a petition to be valid:



- **4.13.3.A** Applicant(s) shall provide support from 100% of adjacent residents and property owners within 200-foot radius and 80% of residents within 500-foot radius of the affected area.
- **4.13.3.B** No more than 20% of residents and property owners oppose the request.
- **4.13.3.C** City can verify all signatures on the petition.

DEFINITIONS

The definitions within this section are intended to provide descriptions for terms used within the Neighborhood Traffic Management Policy (NTMP). When words and terms are defined herein and in other City ordinances, they shall be read in harmony. If an irreconcilable conflict exists, the definition contained herein shall control in the construction and application of the NTMP. Where no definition appears, the term should be interpreted according to their customary usage in the practice of municipal planning and engineering. The Director of Engineering or Designee has the final determination of interpretation. Words used in the present tense include the future tense. Words in the singular tense include the plural tense. The word "will" is mandatory and not directory.

Alley – A public right-of-way, not intended to provide the primary means of access to abutting lots, which is used primarily for vehicular service access to the back or sides of properties otherwise abutting on a public way.

Applicant – Any firm, entity, partnership, company, public utility company, or individual submitting a formal request or application.

City – City of Celina

Collector – A roadway designed to pass through neighborhoods collecting traffic from local streets and distributing the traffic to thoroughfare streets. These streets also serve neighborhood facilities. Refer to the City's *Master Thoroughfare Plan* for additional information related to these roadways.

Context Overlay – a tool to identify a street classification based on land use context and modal priorities, special use, and historic destination. For example: a street with mixed-use development serving a destination and amenities site will require lower speeds, additional pedestrian infrastructure to provide access to adjacent properties, businesses, and attraction sites. Context Overlay can be used to define the stretch of the corridor as "Mixed-Use" context and design the corridor taking local context into consideration.

Context Sensitive – Context sensitive solutions use innovative and inclusive approaches that integrate and balance community, aesthetic, historic and environmental use innovative and inclusive approaches that integrate and balance community, aesthetic, historic and environmental values with transportation safety, maintenance and performance goals.

Design Speed – A selected speed used to determine the various geometric design features of the roadway.

Director of Engineering – The Director of the Engineering Services Department or Designee

Engineer – The Professional Engineer (P.E.) licensed in the State of Texas through the Texas Board of Professional Engineers and Land Surveyors (TBPELS) who is responsible for the signing and sealing of construction plans, studies, calculations, and/or any other engineering documents in accordance with TBPELS' requirements for professional practice.

Residential Collector – A roadway designed to provide access from an arterial street to residential properties. Refer to the City's *Master Thoroughfare Plan* for additional information related to these roadways.

Neighborhood Street – A roadway designed to serve and connect to residential areas with destinations such as homes, schools, parks, and neighborhood retail.

NTMP – City of Celina Neighborhood Traffic Management Policy

Public – The term "public" will generally refer to the community and people of the City of Celina.

Right-of-Way (ROW) – A strip of land dedicated by plat for use of public roadways and/or related facilities. Other facilities include, but are not limited to, utilities, drainage systems, and other transportation uses. Unless otherwise specified, the term right-of-way shall refer to a public right-of-way.

Sight Distance – The distance visible to the driver of a passenger vehicle measured along the normal travel path of a roadway from a designated location and to a specified height above the roadway when the view is unobstructed by traffic.

Thoroughfare – A roadway designed for collecting traffic from collector streets and distributing the traffic to highways and freeways. These streets also serve main City facilities. Refer to the City's *Master Thoroughfare Plan* for additional information related to these roadways.

85th Percentile – The number represents that 85% of all vehicles were traveling at this speed or less.

Life Connected.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Request for Investigation Form

The following is a request form for the City of Celina Engineering Services Department to investigate the options available to calm neighborhood traffic. Each request must contain the completed information as indicated in sections A, B, and C. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy.

A. NEIGHBORHOOD / APPLICANT INFORMATION

Street Name: _____
From: _____
To: _____
Neighborhood or Subdivision Name: _____

Contact Name: _____
Email: _____
Phone: _____
Address: _____
_____

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood in the project approval process.

B. DESCRIPTION

Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools, time of day as well as any additional supporting documents as necessary.

_____
_____
_____
_____
_____

C. SIGNATURES INDICATING NEIGHBORHOOD SUPPORT

Applicant must provide signatures of at least three (3) households in the neighborhood as evidence of support for participation in the program. Additional names can be attached on a separate sheet if so desired.

	Name	Address	Email	Signature
1				
2				
3				
4				
5				

Submit completed Request for Investigation Forms to Engineering Services Department, at:

NTMP@celina-tx.gov* – 972-382-2682, ext. 1080** or mailed to ***300 W. Maple Street | Celina, TX 75009

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NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Request for Police Radar Equipment Form

The following is a request form for the City of Celina Police Department to place temporary radar equipment in areas where there is a speeding concern. Each request must contain the completed information as indicated in sections A and B. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy and police equipment and staff availability.

A. NEIGHBORHOOD / APPLICANTINFORMATION

Street Name: _____
From: _____
To: _____
Neighborhood or Subdivision Name: _____

Contact Name: _____
Email: _____
Phone: _____
Address: _____
_____

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood for the duration of the radar equipment use in the neighborhood, (maximum of 7 days).

B. DESCRIPTION

Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools (Attach additional supporting documents as necessary):

_____
_____
_____
_____
_____

Submit completed Request for Police Radar Equipment Forms to Engineering Services Department, who will coordinate with the Celina Police Department:

NTMP@celina-tx.gov – 972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

Disclaimer: The use of radar equipment provided by the City of Celina is a conditional privilege granted exclusively to its residents. Access to Police equipment, including radar guns and other devices, is strictly limited, and any Applicant(s) granted such access is required to exercise the utmost care and diligence in its use. Any unauthorized use, misuse, or abuse of this equipment, including but not limited to impersonating a Police Officer, will be subject to immediate revocation of privileges and may constitute grounds for criminal prosecution under State and Federal Law. The Applicant(s) is legally obligated to return the equipment within three (3) days following the end of the rental duration (absolute maximum rental duration of seven (7) days). Failure to adhere to this timeline may be considered theft of City property, which may result in felony charges. Additionally, unauthorized use of Police equipment or any act that suggests impersonation of a Law Enforcement Officer may lead to prosecution, which carries penalties including fines, imprisonment, and a permanent criminal record. The City of Celina reserves the right to pursue civil remedies, including but not limited to claims for damages resulting from misuse or failure to return the equipment. Furthermore, violators may be subject to additional penalties, including suspension from any future rental privileges and potential administrative fines.

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NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Petition Form

The following is a request form for the City of Celina Engineering Services Department for deployment of the City's Yard Sign Program. Each request must contain the completed information as indicated in sections A, B, C and D. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy.

A. NEIGHBORHOOD / APPLICANT INFORMATION

Street Name: _____
From: _____
To: _____
Neighborhood or Subdivision Name: _____
Desired Deployment Date: _____

Contact Name: _____
Email: _____
Phone: _____
Address: _____

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood for the duration of the yard sign being used in the neighborhood (maximum of 7-10 days).

B. DESCRIPTION

Please describe the reason for the petition, including specifics of the steps taken prior to submitting this form. (Attach additional supporting documents as necessary):

C. SIGNATURES INDICATING NEIGHBORHOOD SUPPORT

Resident(s) and property owners may petition the outcome of the engineering or traffic investigation. Funding must be available and the following must be met for the petition to be valid: (1) Applicant(s) shall provide support from 100% of adjacent residents and property owners within 200 ft radius **and** 80% of residents within 500 ft radius of the affected area. (2) No more than 20% of residents and property owners opposing request. Attach additional signatures, if needed.

	Name	Address	Email	Signature
1				
2				
3				
4				
5				

Submit completed Petition Form to Engineering Services Department, at:

NTMP@celina-tx.gov* – *972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

CITY OF CELINA
NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Andy Glasgow, P.E., PMP, CFM
Linda Majeed, P.E., CFM
Farwa Sultan, P.E.

November 12, 2024



Kimley»Horn

TONIGHT'S AGENDA

1. Why Develop a Neighborhood Traffic Management Policy?
2. What are the Benefits?
3. Celina's Neighborhood Traffic Management Policy
4. Toolbox Application and Toolbox
5. Council Feedback

WHY DEVELOP A NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY?

- Celina has been receiving requests to evaluate traffic calming and speed limits in neighborhoods.
- This Policy will define and streamline the process for consistency.
- This Policy will address a series of questions and topics, including:









WHAT ARE THE BENEFITS?

- Defines a process to evaluate traffic safety concerns following industry and regional best practices
- Streamlines the decision-making process for consistency
- Provides ways to engage the public related to traffic safety concerns through Public Education, Neighborhood Speed Watch Program, and documents Request, Investigation, Petition, and Installation process

CELINA'S NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

- A Neighborhood Traffic Management Policy defines the process for screening, evaluating, approving, implementing, and maintaining traffic calming (including speed reduction) measures *consistently* for various scenarios (either resident/HOA-initiated requests or City-recommended need).

- Celina's Policy includes the following elements:
  - Eligible and Ineligible Projects and Measure
  - Request Process
  - Toolbox and Toolbox Application
  - Forms
    - ✓ Request for Investigation Form
    - ✓ Request for Police Radar Equipment Form
    - ✓ Petition Form

CELINA'S NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY



Discusses eligible and ineligible projects and measure and specific policies to comply with.

CELINA'S NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY



SECTION 2: UNDERSTANDING NEIGHBORHOOD TRAFFIC ISSUES

2.1 SPEEDING

2.1.1 By State Law *(Texas Transportation Code Sect. 545.352)*, the speed limit on local streets in an urban district is 30 MPH, unless otherwise posted.

2.1.2 The operating speed of a street is a primary factor related to the safety of the roadway. Streets are designed to the design speed for the given classification of the roadway; however, the design speed may be greater than the desired target speed. NTMPs are designed to reduce speeds such that the roadway operates at the target speed. This is made possible through the application of various speed management techniques. Since 30 MPH is a standard local speed limit throughout Texas and in much of the country, drivers are accustomed to this limit and the posting of large numbers of additional signs throughout neighborhoods is not likely to change driving behavior.

2.1.3 In general, the City posts speed limits to be consistent with other similar roadways across the City based on the roadway conditions, number of intersecting streets, density of driveways, and nature of the surrounding development. Allowing too much variation in speed limits between similar roadways contradicts drivers' expectations and creates additional compliance issues.

2.1.4 The City does post reduced speed limits (either regulatory or warning) for conditions that are unusual, unexpected, or present some additional degree of hazard that many not otherwise be readily apparent to drivers based on their assessment of their surroundings.

Examples include physical features, such as sharp curves, or adjacent land uses, such as schools.

2.1.5 In cases where an engineering study is needed, speeds are typically evaluated by analyzing the 85th percentile speed. The 85th percentile is the speed at which 85% of the traffic is traveling at or below, with 15% of traffic exceeding that speed. This threshold is the target speed that is most often used for setting speed limits on highways and is also used as a representation of the speeds on the street in other types of studies, such as for the NTMP.

2.2 CUT-THROUGH TRAFFIC

2.2.1 It is common for the public to use neighborhood streets as "cut-through" routes. While it is important to remember that public streets are intended to serve all of the public, streets are classified their intended purpose, as described below.

2.2.1.A Highways – State highways provide for regional traffic circulation and are designed for high speeds and heavy volumes. These highways are typically limited access, with restrictions on the locations of driveways to adjacent properties, in order to preserve the safety and efficiency of traffic flow.

Examples include Collin County Outer Loop, the Dallas North Tollway, and Preston Road (State Highway 289).

2.2.1.B Thoroughfares – These larger streets are meant to provide connections for traffic moving within the city, and typically move higher volumes of traffic at higher speeds, while also providing reasonable access to adjacent properties.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 2-1



SECTION 2: UNDERSTANDING NEIGHBORHOOD TRAFFIC ISSUES

2.4 PARKING

2.4.1 Public streets serve a number of purposes, including providing access to adjacent properties, emergency vehicle access, and parking.

2.4.2 With vehicles parked on both sides of a street, there may be some locations where drivers are not comfortable passing oncoming traffic in all areas, and it may be necessary for opposing directions of traffic to alternate. This scenario sometimes generates complaint calls to the City, but requiring drivers to take turns traveling in each direction on a residential street is not considered to be a problem that needs to be corrected. The presence of on-street parking narrows the feel of the roadway and, particularly in cases where traffic must alternate, helps to reduce speeds on local streets.

2.4.3 Although parking parallel to the curb is allowed on most streets, by State Law *(Texas Transportation Code Sect. 545.302)* it is illegal to park within 30 feet of an intersection, within 15 feet of a fire hydrant, or within 20 feet of a crosswalk. If there are some vehicles that are routinely parked in these areas, City Staff can check the situation and post a "No Parking" sign, if warranted. Contact the Engineering Services Department for evaluation of this measure.

2.4.4 It should be noted that in order to be parked legally on a public street *(Texas Transportation Code Sect. 545.303)*, the vehicle must be facing in the same direction as traffic and parallel to and within 18 inches of the curb or edge of pavement. Parking on the wrong side of the street or facing oncoming traffic is illegal. The limited visibility from the driver side of the vehicle when crossing oncoming traffic creates an unsafe condition. Parking head-in or at an angle within a cul-de-sac is also illegal because it interferes with the intended purpose of the cul-de-sac, which is to allow for fire trucks, ambulances, and other large vehicles to turn around.

2.5 CRASHES

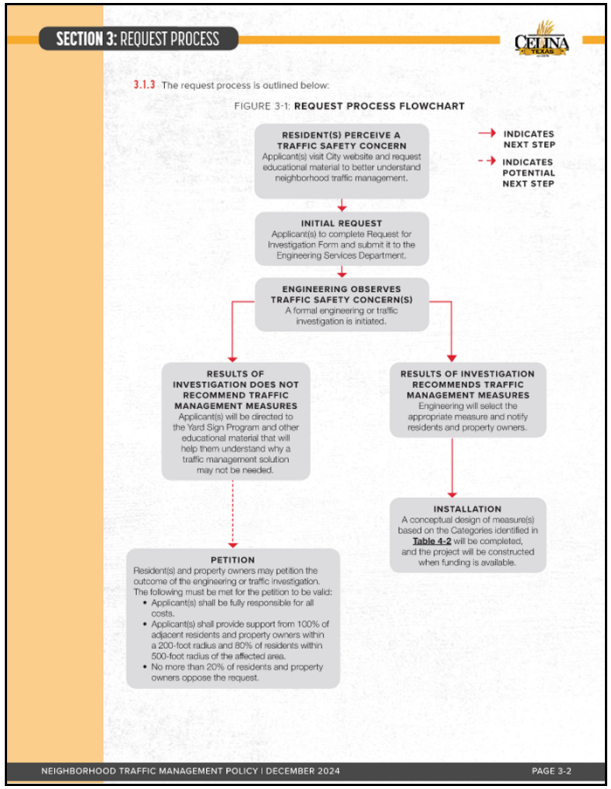
2.5.1 The Engineering Services and Police Department compiles a Crash Severity Report, a summary of the three-year crash history citywide using data from the TxDOT Crash Records Information System, and reviews this to identify any outlier locations with unusually high numbers of crashes for the volume of traffic and nature of the intersection. The Crash Severity Report should be completed middle to end of the year following the most recent year of completed or available data. As expected, higher volume intersections typically have higher numbers of crashes, but that does not necessarily mean there is a specific safety issue that can be addressed through engineering measures. In neighborhoods, crashes are very rare occurrences and are typically so random it is difficult to predict or prevent them.

2.5.2 If the City receives a complaint about crashes at a neighborhood street, staff will review police records and visit the site to assess whether there may be any physical factors that could contribute to crashes. If the data supports an actual documented history of crashes, then possible mitigation measures will be considered, as appropriate. In this type of case, no neighborhood involvement through the NTMP is required.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 2-3

Discusses traffic issues, speeding, visibility at intersections and crashes.

CELINA'S NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY



SECTION 3: REQUEST PROCESS

3.1.3 The request process is outlined below:

FIGURE 3-1: **REQUEST PROCESS FLOWCHART**

RESIDENT(S) PERCEIVE A TRAFFIC SAFETY CONCERN
Applicant(s) visit City website and request educational material to better understand neighborhood traffic management.

→ INDICATES NEXT STEP
⇢ INDICATES POTENTIAL NEXT STEP

INITIAL REQUEST
Applicant(s) to complete Request for Investigation Form and submit it to the Engineering Services Department.

ENGINEERING OBSERVES TRAFFIC SAFETY CONCERN(S)
A formal engineering or traffic investigation is initiated.

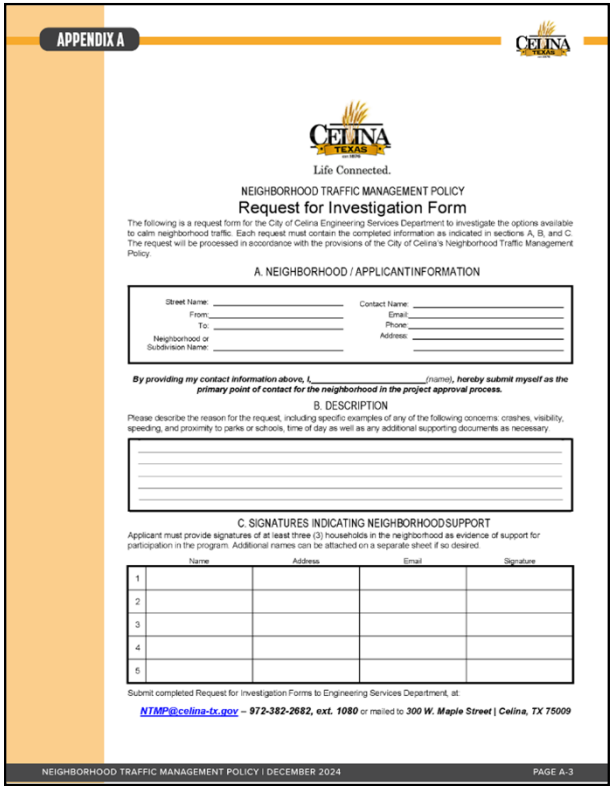
RESULTS OF INVESTIGATION DOES NOT RECOMMEND TRAFFIC MANAGEMENT MEASURES
Applicant(s) will be directed to the Yard Sign Program and other educational material that will help them understand why a traffic management solution may not be needed.

RESULTS OF INVESTIGATION RECOMMENDS TRAFFIC MANAGEMENT MEASURES
Engineering will select the appropriate measure and notify residents and property owners.

INSTALLATION
A conceptual design of measure(s) based on the Categories identified in Table 4-2 will be completed, and the project will be constructed when funding is available.

PETITION
Resident(s) and property owners may petition the outcome of the engineering or traffic investigation. The following must be met for the petition to be valid:
- Applicant(s) shall be fully responsible for all costs.
- Applicant(s) shall provide support from 100% of adjacent residents and property owners within a 200-foot radius and 80% of residents within 500-foot radius of the affected area.
- No more than 20% of residents and property owners oppose the request.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 3-2



APPENDIX A

Life Connected.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Request for Investigation Form

The following is a request form for the City of Celina Engineering Services Department to investigate the options available to calm neighborhood traffic. Each request must contain the completed information as indicated in sections A, B, and C. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy.

A. NEIGHBORHOOD / APPLICANTINFORMATION

Street Name:
From:
To:
Neighborhood or Subdivision Name:
Contact Name:
Email:
Phone:
Address:

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood in the project approval process.

B. DESCRIPTION

Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools, time of day as well as any additional supporting documents as necessary.

C. SIGNATURES INDICATING NEIGHBORHOOD SUPPORT

Applicant must provide signatures of at least three (3) households in the neighborhood as evidence of support for participation in the program. Additional names can be attached on a separate sheet if so desired.

	Name	Address	Email	Signature
1				
2				
3				
4				
5				

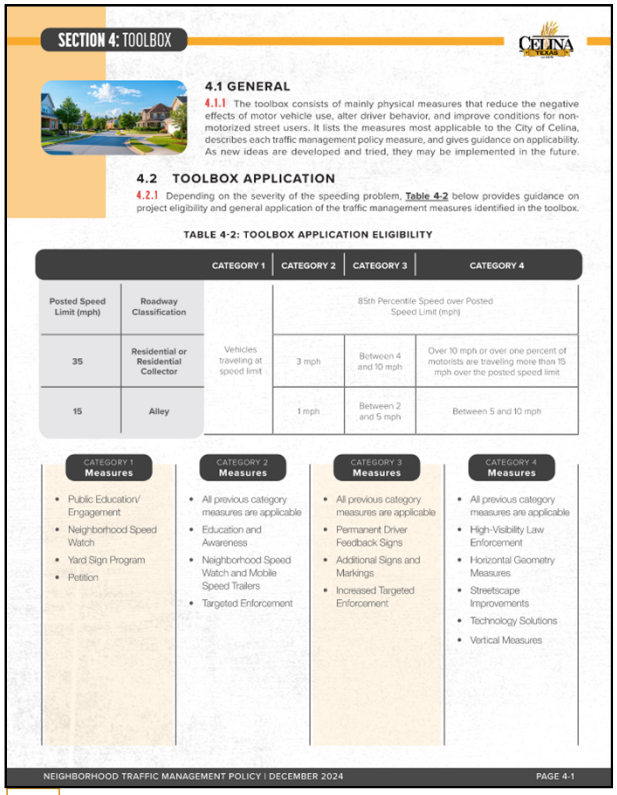
Submit completed Request for Investigation Forms to Engineering Services Department, at:

NTMP@celina-tx.gov – 972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-3

Defines a request process and outlines it in the Policy.

TOOLBOX APPLICATION



SECTION 4: TOOLBOX

4.1 GENERAL

4.1.1 The toolbox consists of mainly physical measures that reduce the negative effects of motor vehicle use, alter driver behavior, and improve conditions for non-motorized street users. It lists the measures most applicable to the City of Celina, describes each traffic management policy measure, and gives guidance on applicability. As new ideas are developed and tried, they may be implemented in the future.

4.2 TOOLBOX APPLICATION

4.2.1 Depending on the severity of the speeding problem, Table 4-2 below provides guidance on project eligibility and general application of the traffic management measures identified in the toolbox.

TABLE 4-2: TOOLBOX APPLICATION ELIGIBILITY

			CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Posted Speed Limit (mph)	Roadway Classification	Vehicles traveling at speed limit	85th Percentile Speed over Posted Speed Limit (mph)			
35	Residential or Residential Collector		3 mph	Between 4 and 10 mph	Over 10 mph or over one percent of motorists are traveling more than 15 mph over the posted speed limit	
15	Alley		1 mph	Between 2 and 5 mph	Between 5 and 10 mph	

CATEGORY 1 Measures
- Public Education/ Engagement
- Neighborhood Speed Watch
- Yard Sign Program
- Petition

CATEGORY 2 Measures
- All previous category measures are applicable
- Education and Awareness
- Neighborhood Speed Watch and Mobile Speed Trailers
- Targeted Enforcement

CATEGORY 3 Measures
- All previous category measures are applicable
- Permanent Driver Feedback Signs
- Additional Signs and Markings
- Increased Targeted Enforcement

CATEGORY 4 Measures
- All previous category measures are applicable
- High-Visibility Law Enforcement
- Horizontal Geometry Measures
- Streetscape Improvements
- Technology Solutions
- Vertical Measures

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 4-1

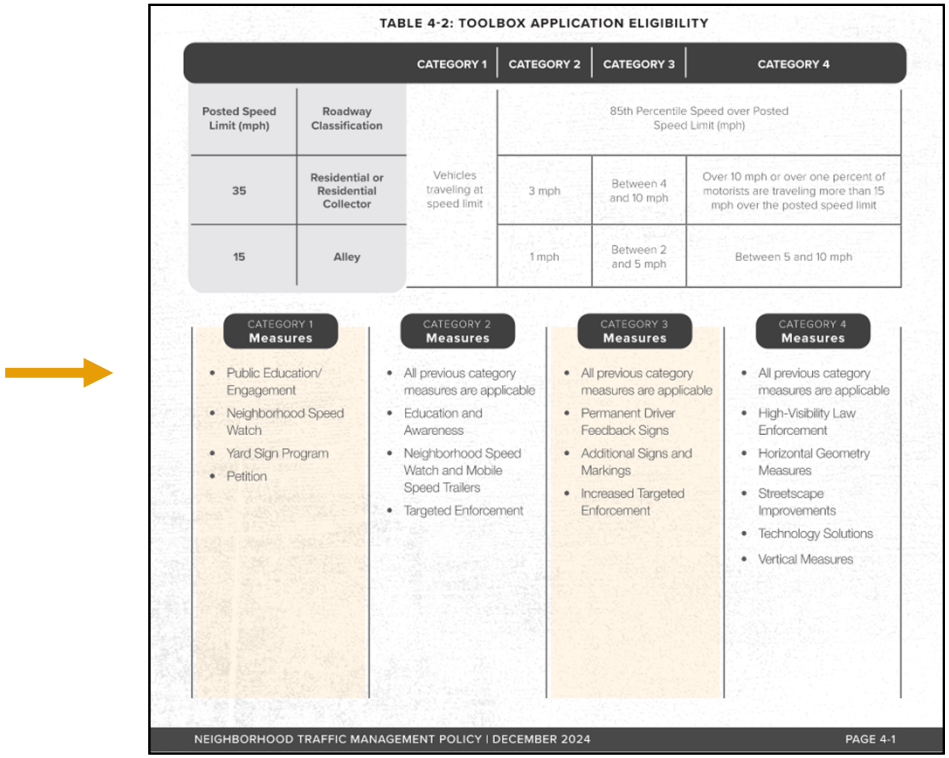


TABLE 4-2: TOOLBOX APPLICATION ELIGIBILITY

			CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Posted Speed Limit (mph)	Roadway Classification	Vehicles traveling at speed limit	85th Percentile Speed over Posted Speed Limit (mph)			
35	Residential or Residential Collector		3 mph	Between 4 and 10 mph	Over 10 mph or over one percent of motorists are traveling more than 15 mph over the posted speed limit	
15	Alley		1 mph	Between 2 and 5 mph	Between 5 and 10 mph	

CATEGORY 1 Measures
- Public Education/ Engagement
- Neighborhood Speed Watch
- Yard Sign Program
- Petition

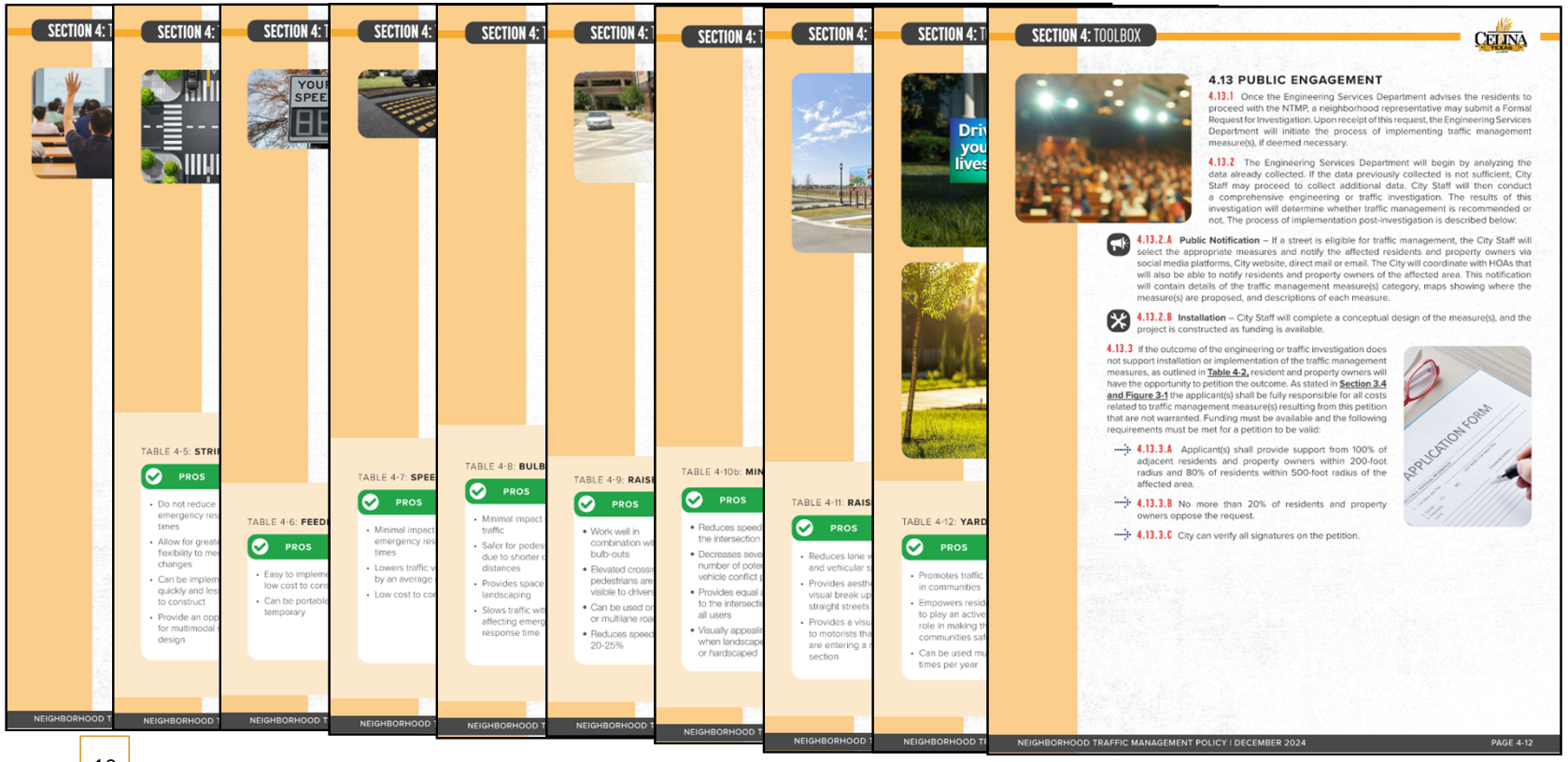
CATEGORY 2 Measures
- All previous category measures are applicable
- Education and Awareness
- Neighborhood Speed Watch and Mobile Speed Trailers
- Targeted Enforcement

CATEGORY 3 Measures
- All previous category measures are applicable
- Permanent Driver Feedback Signs
- Additional Signs and Markings
- Increased Targeted Enforcement

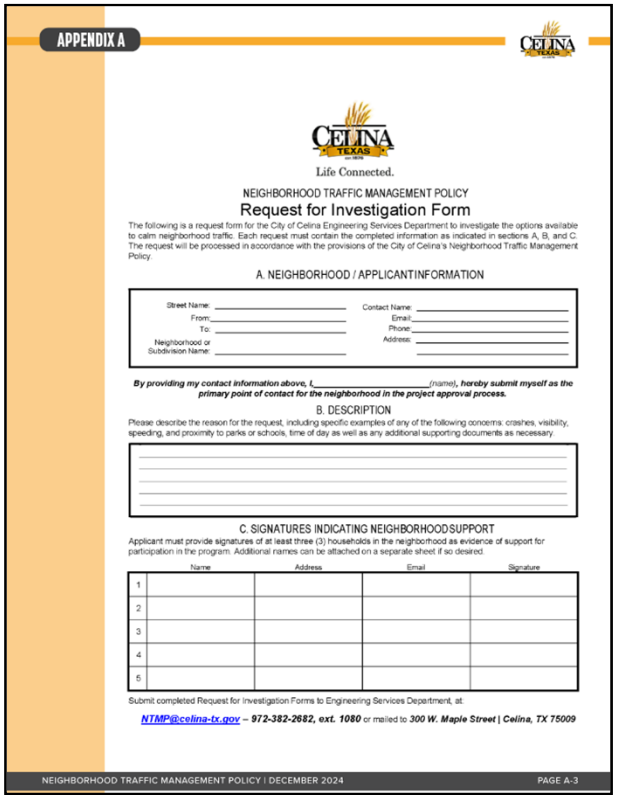
CATEGORY 4 Measures
- All previous category measures are applicable
- High-Visibility Law Enforcement
- Horizontal Geometry Measures
- Streetscape Improvements
- Technology Solutions
- Vertical Measures

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 4-1

TOOLBOX


SECTION 4: TOOLBOX
CELINA
4.13 PUBLIC ENGAGEMENT
4.13.1 Once the Engineering Services Department advises the residents to proceed with the NTMP, a neighborhood representative may submit a Formal Request for Investigation. Upon receipt of this request, the Engineering Services Department will initiate the process of implementing traffic management measure(s), if deemed necessary.
4.13.2 The Engineering Services Department will begin by analyzing the data already collected. If the data previously collected is not sufficient, City Staff may proceed to collect additional data. City Staff will then conduct a comprehensive engineering or traffic investigation. The results of this investigation will determine whether traffic management is recommended or not. The process of implementation post-investigation is described below:
4.13.2.A Public Notification – If a street is eligible for traffic management, the City Staff will select the appropriate measures and notify the affected residents and property owners via social media platforms, City website, direct mail or email. The City will coordinate with HOAs that will also be able to notify residents and property owners of the affected area. This notification will contain details of the traffic management measure(s) category, maps showing where the measure(s) are proposed, and descriptions of each measure.
4.13.2.B Installation – City Staff will complete a conceptual design of the measure(s), and the project is constructed as funding is available.
4.13.3 If the outcome of the engineering or traffic investigation does not support installation or implementation of the traffic management measures, as outlined in Table 4-2, resident and property owners will have the opportunity to petition the outcome. As stated in Section 3.4 and Figure 3-1 the applicant(s) shall be fully responsible for all costs related to traffic management measure(s) resulting from this petition that are not warranted. Funding must be available and the following requirements must be met for a petition to be valid:
4.13.3.A Applicant(s) shall provide support from 100% of adjacent residents and property owners within 200-foot radius and 80% of residents within 500-foot radius of the affected area.
4.13.3.B No more than 20% of residents and property owners oppose the request.
4.13.3.C City can verify all signatures on the petition.
APPLICATION FORM
NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024
PAGE 4-12

FORMS



APPENDIX A

CELINA TEXAS

Life Connected.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Request for Investigation Form

The following is a request form for the City of Celina Engineering Services Department to investigate the options available to calm neighborhood traffic. Each request must contain the completed information as indicated in sections A, B, and C. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy.

A. NEIGHBORHOOD / APPLICANT INFORMATION

Street Name: _____ Contact Name: _____
From: _____ Email: _____
To: _____ Phone: _____
Neighborhood or Subdivision Name: _____ Address: _____

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood in the project approval process.

B. DESCRIPTION

Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools, time of day as well as any additional supporting documents as necessary.

C. SIGNATURES INDICATING NEIGHBORHOOD SUPPORT

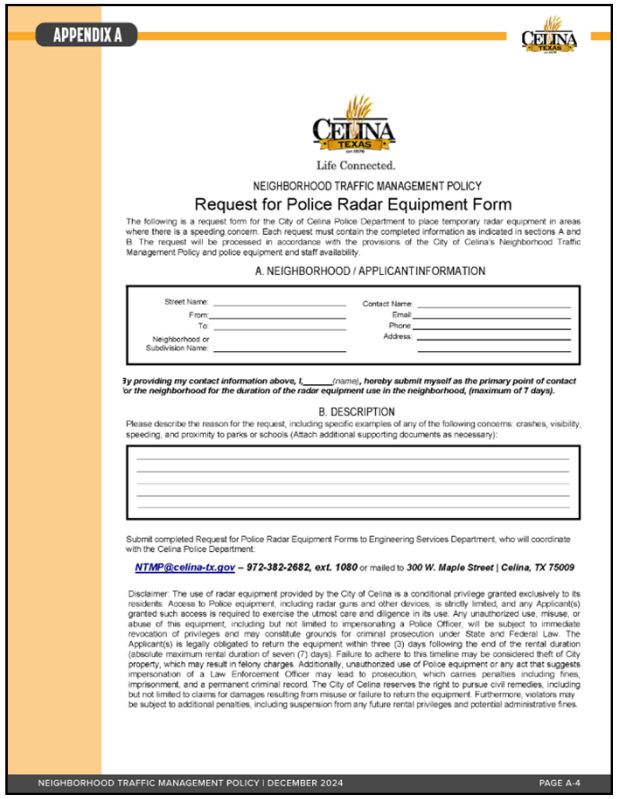
Applicant must provide signatures of at least three (3) households in the neighborhood as evidence of support for participation in the program. Additional names can be attached on a separate sheet if so desired.

	Name	Address	Email	Signature
1				
2				
3				
4				
5				

Submit completed Request for Investigation Forms to Engineering Services Department, at:

NTMP@celina-tx.gov – 972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-3



APPENDIX A

CELINA TEXAS

Life Connected.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Request for Police Radar Equipment Form

The following is a request form for the City of Celina Police Department to place temporary radar equipment in areas where there is a speeding concern. Each request must contain the completed information as indicated in sections A and B. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy and police equipment and staff availability.

A. NEIGHBORHOOD / APPLICANT INFORMATION

Street Name: _____ Contact Name: _____
From: _____ Email: _____
To: _____ Phone: _____
Neighborhood or Subdivision Name: _____ Address: _____

3y providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact or the neighborhood for the duration of the radar equipment use in the neighborhood, (maximum of 7 days).

B. DESCRIPTION

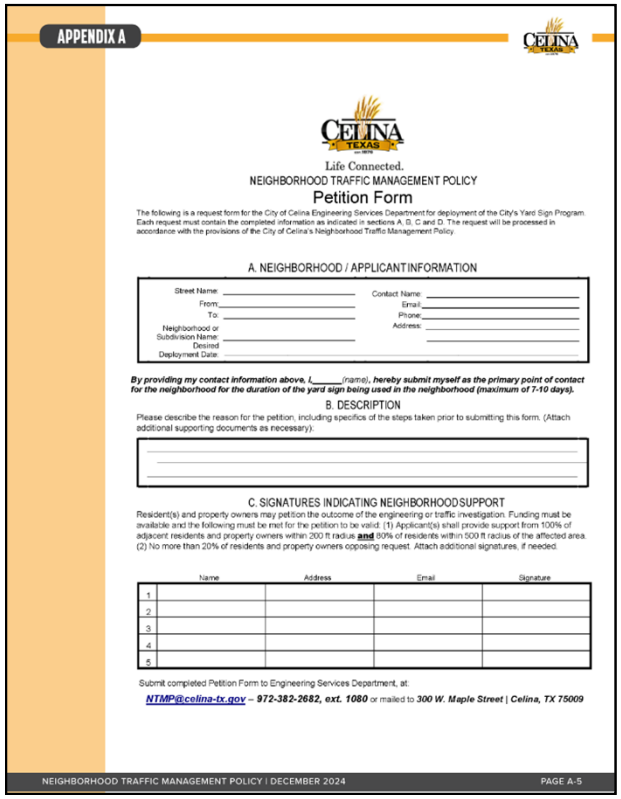
Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools (Attach additional supporting documents as necessary):

Submit completed Request for Police Radar Equipment Forms to Engineering Services Department, who will coordinate with the Celina Police Department:

NTMP@celina-tx.gov – 972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

Disclaimer: The use of radar equipment provided by the City of Celina is a conditional privilege granted exclusively to its residents. Access to Police equipment, including radar guns and other devices, is strictly limited, and any Applicant(s) granted such access is required to exercise the utmost care and diligence in its use. Any unauthorized use, misuse, or abuse of this equipment, including but not limited to impersonating a Police Officer, will be subject to immediate revocation of privileges and may constitute grounds for criminal prosecution under State and Federal Law. The Applicant(s) is legally obligated to return the equipment within three (3) days following the end of the rental duration (absolute maximum rental duration of seven (7) days). Failure to adhere to this timeline may be considered theft of City property, which may result in felony charges. Additionally, unauthorized use of Police equipment or any act that suggests impersonation of a Law Enforcement Officer may lead to prosecution, which carries penalties including fines, imprisonment, and a permanent criminal record. The City of Celina reserves the right to pursue civil remedies, including but not limited to claims for damages resulting from misuse or failure to return the equipment. Furthermore, violators may be subject to additional penalties, including suspension from any future rental privileges and potential administrative fines.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-4



APPENDIX A

CELINA TEXAS

Life Connected.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

Petition Form

The following is a request form for the City of Celina Engineering Services Department for deployment of the City's Yard Sign Program. Each request must contain the completed information as indicated in sections A, B, C and D. The request will be processed in accordance with the provisions of the City of Celina's Neighborhood Traffic Management Policy.

A. NEIGHBORHOOD / APPLICANT INFORMATION

Street Name: _____ Contact Name: _____
From: _____ Email: _____
To: _____ Phone: _____
Neighborhood or Subdivision Name: _____ Address: _____
Desired Deployment Date: _____

By providing my contact information above, I,_____(name), hereby submit myself as the primary point of contact for the neighborhood for the duration of the yard sign being used in the neighborhood (maximum of 7-10 days).

B. DESCRIPTION

Please describe the reason for the petition, including specifics of the steps taken prior to submitting this form. (Attach additional supporting documents as necessary):

C. SIGNATURES INDICATING NEIGHBORHOOD SUPPORT

Resident(s) and property owners may petition the outcome of the engineering or traffic investigation. Funding must be available and the following must be met for the petition to be valid: (1) Applicant(s) shall provide support from 100% of adjacent residents and property owners within 200 ft radius **and** 80% of residents within 500 ft radius of the affected area. (2) No more than 20% of residents and property owners opposing request. Attach additional signatures, if needed.

	Name	Address	Email	Signature
1				
2				
3				
4				
5				

Submit completed Petition Form to Engineering Services Department, at:

NTMP@celina-tx.gov – 972-382-2682, ext. 1080 or mailed to ***300 W. Maple Street | Celina, TX 75009***

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-5

YARD SIGN – OPTION 1



YARD SIGN – OPTION 2



YARD SIGN – OPTION 3



COUNCIL FEEDBACK

- ✓ Address key challenges and adopt the Neighborhood Traffic Management Policy



Life Connected.

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:	November 12, 2024
Re:	Discussion on City Branding Study

Action Requested:
Discussion on City Branding Study (Monaco)

Background Information:

The City of Celina completed its current branding initiative in 2020, culminating in the introduction of a new logo and the tagline “Life Connected.” This branding was designed to encapsulate the community’s spirit and vision, emphasizing the interconnectedness of residents and their experiences within the city.

As outlined in the approved 2024-2026 Strategic Plan, one of the key objectives under the goal to "Be the City that Shares Its Story" is to foster a sense of identity through an updated branding study. This initiative presents an opportunity for the City to assess its brand identity and determine whether the focus should be on a simple brand refresh or a comprehensive re-branding effort.

In light of this, staff recommends that the tagline “Life Connected.” should remain central to the brand identity, as it has proven to be a strong and effective representation of Celina’s community values.

Additionally, the Celina Economic Development Corporation (EDC) is currently beginning a comprehensive re-branding of its messaging. Since the EDC branding will seek to tie into the general City branding themes, the time is right for the City to update its branding as the EDC begins its re-branding project. This will ensure consistency in messaging and branding, ultimately enhancing the community's sense of identity and engagement.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff is seeking direction from the City Council on how to proceed with the branding study.

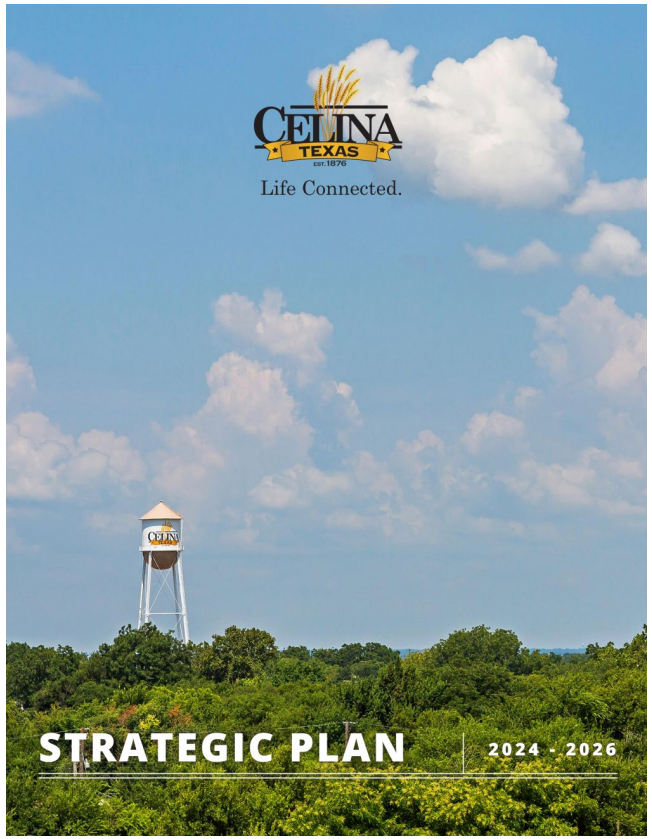
City of Celina: Fostering a Sense of Identity through an Updated Rebranding Study

Joe Monaco
Director of Marketing & Communications
November 12, 2024



INTRODUCTION

- **GOAL:** Be the City that Shares Our Story
- **OBJECTIVE:** “Foster a sense of identity through an updated branding study.”




8 Be the City that SHARES OUR STORY

We want to share our story through what we say, what we publish, the improvements we construct and the things we do. Transparency is paramount to an educated community that fosters a sense of inclusivity and drives community engagement and participation.

OBJECTIVES

- ANNUALLY FORMALIZE COUNCIL STRATEGY FOR COMMUNICATION (GOALS, EXPECTATION, ETC.).
- FOSTER A SENSE OF IDENTITY THROUGH AN UPDATED BRANDING STUDY.
- ADOPT A COMMUNITY STORYTELLING ACTION PLAN.

14

CELINA EDC BRANDING

- The Celina Economic Development Corporation is currently evaluating a comprehensive rebrand of its messaging.
- The Celina Economic Development Corporation would fall under the general City branding with a focus on Economic Development.
- This presents an opportunity for the City and EDC to foster a unified and cohesive identity across both entities.

BRAND REFRESH VS. REBRAND

BRAND REFRESH: A brand refresh involves updating and modernizing existing brand elements to keep them relevant, engaging, and aligned with the organization's current goals and audience.

REBRAND: A complete rebrand is a comprehensive transformation of an organization's identity, involving changes to its core visual and verbal elements to communicate a fresh, renewed brand story.

BRAND REFRESH

- **Logo Refinement**
- **Updated Color Palette**
- **Typography Update**
- **Update Visual Elements**
- **Improved Brand Messaging & Tone**
- **Enhanced Brand Guidelines**
- **Digital & Social Media Presence**

REBRAND

- **New Logo & Visual Identity**
- **Revised Brand Voice & Tone**
- **Revised Core Messaging**
- **Updated Brand Story & Narrative**
- **Comprehensive Brand Guidelines**
- **New Visual Assets & Collateral**

STAFF RECOMMENDATIONS

Life Connected. would remain central to the brand identity, capturing Celina's spirit and community focus.

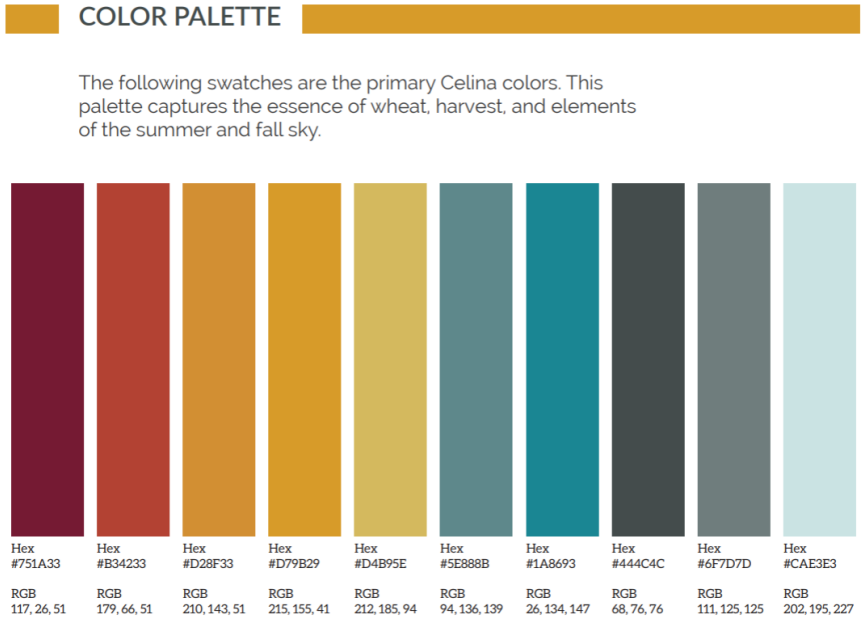
- Update Typography
- Updated Visual Elements
- Update Brand Messaging & Tone
- Enhanced Brand Guidelines
- Digital & Social Media Presence

QUESTIONS:

- New Logo vs. Current Logo vs. Refined Logo
- New Color Palette or Updated Color Palette

CELINA
TEXAS
EST. 1876

Life Connected.



QUESTIONS?

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Anthony Satarino, Director of Economic Development
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	November 12, 2024
Re:	Joint Meeting with the Celina Economic Development Corporation

Action Requested:
Discussion regarding a joint meeting with the Celina Economic Development Corporation. (Satarino)

Background Information:
The Celina Economic Development Corporation (CEDC) is currently in the process of restructuring its Action Plan, adopted in 2021, to better align with the City's evolving needs and priorities. As part of this effort, the CEDC is seeking feedback from the City Council on the preliminary direction of its goals and strategies. To facilitate this discussion, the CEDC proposes a joint worksession meeting with the City Council, tentatively scheduled for early 2025. The worksession meeting will be led by an external facilitator to guide the City Council and the CEDC Board of Directors through key discussion items.

The restructuring will focus on several core areas aimed at fostering sustainable growth and economic vitality. Key target areas include business attraction, retention, and expansion, destination development, marketing and communications, support for entrepreneurs and innovation, education and workforce development, and broader community development initiatives. By seeking Council's insights and feedback, the CEDC aims to ensure alignment between the City's long-term vision and Strategic Plan goals, creating a unified approach to Celina's economic development.

Legal Review:
N/A

Supporting Documents:

1. Joint Worksession Meeting Presentation
2. Joint Meeting Request Letter - 11.12

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends City Council share their availability for January and February.

CITY COUNCIL
AND
EDC JOINT MEETING

Anthony Satarino
November 12, 2024



BACKGROUND

- CEDC currently uses the 2021 Action Plan as a guiding document
- Since 2021
  - Population has almost doubled
  - Welcomed over 100 new businesses
  - Added over 500 jobs
- The economic landscape has changed
- Common practice to update strategic plan every 3 to 5 years



CELINA
TEXAS
EST. 1876

ECONOMIC DEVELOPMENT CORPORATION

2021 Action Plan

Approved by City Council October 12, 2021

Prepared By
Celina Economic Development Corporation

Kyle Rose
Mindy Koehne
Carmen Roberts
Clint Bissett
Jay Pierce

Submitted To
City Council

Sean Terry, Mayor
Mindy Koehne, Mayor Pro Tem
Justin Steiner, Deputy Mayor P.T.
Jay Pierce
Andy Hopkins
Wendie Wigginton
Chad Anderson

Contributing Staff

Jason Laumer, City Manager
Alexis Jackson, Director of Economic Development
Corbett Howard, Director of Business and Government Affairs
Lalaina Alvarez, Business Retention & Expansion Specialist
www.CelinaEDC.com

TIMELINE

- September 2024 – Preliminary staff review of the 2021 Action Plan
- October 2024 – CEDC Staff identified needed revisions to align with the City's Strategic Plan and to address changing economic factors.
- November 5, 2024 – CEDC Staff presented to the CEDC Board of Directors (BoD) a high-level overview of recommended enhancement to the 2021 Action Plan.
    - The CEDC BoD helped conduct a SWOT analysis by providing valuable insight.
    - CEDC Staff recommended a joint meeting with the City Council to ensure alignment and agreeance on the CEDC's future focus.
- November 12, 2024 – CEDC Staff request potential dates in January or February to host a joint meeting.
- November/December – Consolidate EDC BoD feedback and begin drafting strategic goals to be discussed at the future joint meeting.

POTENTIAL JOINT MEETING DATES

JANUARY

- Monday, January 13
- Thursday, January 23
- Tuesday, January 28

FEBRUARY

- Thursday, February 13
- Wednesday, February 19
- Thursday, February 27

QUESTIONS?

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

Mayor Ryan Tubbs
City of Celina
142 N. Ohio Street
Celina, Texas 75009

Mayor Tubbs,

On behalf of the Celina Economic Development Corporation (CEDC), I am reaching out to formally request a joint meeting between the City Council and the CEDC to discuss proposed updates to the EDC Action Plan, initially approved in 2021. Given the significant economic shifts and community feedback since the Action Plan's original adoption, we have conducted a thorough review and identified several updates that we believe are essential for ensuring the plan's effectiveness in addressing the current and future needs of Celina.

The objective of this joint meeting is to provide City Council with an overview of the proposed amendments, which encompass key areas such as business attraction, retention, and expansion, destination development, marketing, communications, entrepreneurs, innovation, education, workforce development, and community economic development. As we work to enhance these elements, we recognize the importance of receiving Council's input, along with any additional considerations that might help us better support the City's strategic goals.

We are confident that your feedback, as well as that of other Councilmembers, will be helpful in refining these changes to optimize the economic vitality and community benefits.

Provided the City Council is interested in meeting, the CEDC will take steps toward arranging this in early 2025.

Thank you for considering this request, Mayor Tubbs. We are eager to engage in a collaborative discussion that will reinforce our shared commitment to driving economic opportunity and prosperity for Celina and its residents.

Sincerely,

Clint Bissett
President
Celina Economic Development Corporation

Life Connected.

CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, OCTOBER 8, 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 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.

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 amendments to the Development Incentive and Facilities Agreement between the City of Celina, Celina Economic Development Corporation, and Trinity Celina, LLC. The motion carried 6-0.

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.

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 authorizing the City Manager to execute the settlement with NTTA Land Acquisition proposed settlement with toll ways Celina 45 partners as discussed in Executive Session. The motion carried 6-0.

K. Discussion of a boundary adjustment regarding the Parvin extension

Mayor Tubbs recessed the meeting at 5:02 PM.

Mayor Tubbs reconvened the meeting at 6:31 PM.

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.

Council Member Cawlfield moved and Council Member Wigginton seconded that the City Council of the City of Celina adopt Resolution No. 2024-46R and authorize the use of the power of eminent domain to acquire sanitary sewer easements totaling 1.74 acres and temporary construction easements totaling 2.541 acres on four tracts of land located in the William H Herron Survey, Abstract A0380, Property ID #2741350, #2595177, #2688521 and #2595176, and on two tracts of land located in the Collin County School Land Survey, Abstract A0170, Property ID # 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 (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 public sewer line installation and maintenance, grading, with 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.2024-46R were: Council Member Ferguson in favor, Council Member Cawlfield in favor, Mayor Pro Tem Hopkins in favor, Council Member Wigginton

in favor, Deputy Mayor Pro Tem Koehne, Council Member Grumbles. Motion to approve Resolution No. 2024-46R passed 6 to 0.

RESOLUTION NO. 2024-46R

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 SANITARY SEWER EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS, GRADING, 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 EASEMENTS; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE EASEMENTS; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE 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.

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.

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 cost increase to the Parvin Road paving improvements with Apple Payment. The motion carried 6-0.

Moved to V. Proclamations/Presentations/Oaths of Office.

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)

Moved to VI. Open Forum.

V. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. White Cane Day Proclamation (Tubbs)

B. National Planning Month Proclamation (Tubbs)

C. EDC Local Business Report (Satarino)

Moved to IV. Work Session/Committee Reports/Staff Presentation.

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.

Dorthy Allan spoke regarding development.

Steve Carey and Michelle Gamblin spoke regarding the S. Colorado St. drainage sewer project.

Ghentry Pace spoke regarding funding for CIP projects.

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

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)

ORDINANCE NO. 2024-91

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.

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

RESOLUTION NO. 2024-47R

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.

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

RESOLUTION NO. 2024-48R

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.

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. 2024-92

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 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)

ORDINANCE NO. 2024-93

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.

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)

Mayor Tubbs opened the public hearing at 8:00 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:00 PM.

Upon a motion by Council Member Cawlfield and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and one (1) opposed to approve Ordinance No. 2024-94. The motion carried 5-1. Council Member Wigginton opposed.

ORDINANCE NO. 2024-94

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.

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)

Mayor Tubbs opened the public hearing at 8:04 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:04 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 the Ramble Expansion Development Agreement. The motion carried 6-0.

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)

Mayor Tubbs opened the public hearing at 8:07 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:08 PM.

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 the Masonic Lodge Development Agreement. The motion carried 6-0.

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)

Mayor Tubbs opened the public hearing at 8:11 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:11 PM.

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

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

Mayor Tubbs opened the public hearing at 8:17 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:17 PM.

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. 2024-95. The motion carried 6-0.

ORDINANCE NO. 2024-95

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.

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)

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 Resolution No. 2024-49R. The motion carried 6-0.

RESOLUTION NO. 2024-49R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMININGTHE 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.

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)

Upon a motion by Council Member Wigginton and a second by Deputy Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2024-96. The motion carried 6-0.

ORDINANCE NO. 2024-96

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.

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)

No action was taken.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 8:31 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary Date

Date: October 8, 2024
To: Celina City Council Meeting – Open Forum
Subject: Drainage/Sewer Project on S. Colorado St
Presenter: Steve Carey – 604 S. Colorado St – 972-658-3738

For the past several weeks, since the drainage/sewer project began on S. Colorado St, we have been experiencing an extreme sewer gas smell, also known as Hydrogen Sulfide, in our home.

Hydrogen Sulfide -'sewer gas'- is a flammable sulfuric gas smelling of rotten eggs that, at high concentrations, is extremely hazardous to health and safety. Managing such 'indoor' concentrations of hydrogen sulfide gas is critical to ensuring the health of homeowners. Prolonged exposure to the gas can cause eye irritation, headache, nausea, fatigue, and in extreme cases – death. Both my wife and I have experienced headaches and fatigue since this started. This smell randomly comes and goes and totally permeates every square inch of the first floor of our house. There are times that the smell is so strong that we literally 'have' to go outside.

We have reported this to several people with the city including city managers, public works, engineers, etc. While they have listened to our complaints, we have not been given any concrete solutions to resolving this problem.

- During the week of 9/15 it was particularly often and bad
  - Tuesday 9/17 from 1:00-4:00 pm; could not stay in the house
  - Friday 9/20 from 1:00 – 4:00 pm; could not stay in the house
- The week of 9/22 the smell lessened. We were told that they were operating the sewer lift 7 times a day instead of 2 times. But, it did not rectify the problem.
  - Sunday 9/22 from 1:30 – 3:00 pm
  - Monday 9/23 from 6:00 – 8:00 pm; could not stay in the house
- This past week the smell has returned, stronger than the previous week. The odor, to some degree has been in the house all week.
  - Friday 10/5 from 4:15 – 7:00 pm; could not stay in the house
  - Sunday 10/7 from 3:00 – 7:00 pm
  - Monday 10/8 from 9:30 pm – 2:30 am
    - We are keeping grandkids this week and the sewer gas woke all 3 of them up last night.

Note: The city sent a plumber out to our house last week on 9/30. The only thing he mentioned was a vent pipe broken lose in the attic, that had been loose for several years. We immediately had the pipe repaired on 10/3, but the smell still persists.

I am here tonight to make sure you all know this problem exists! This has continued now for a couple of months, with no real explanation and/or solution. Please do not turn a deaf ear to this dangerous situation.

Up Stairs room above kitchen and living area











Kitchen











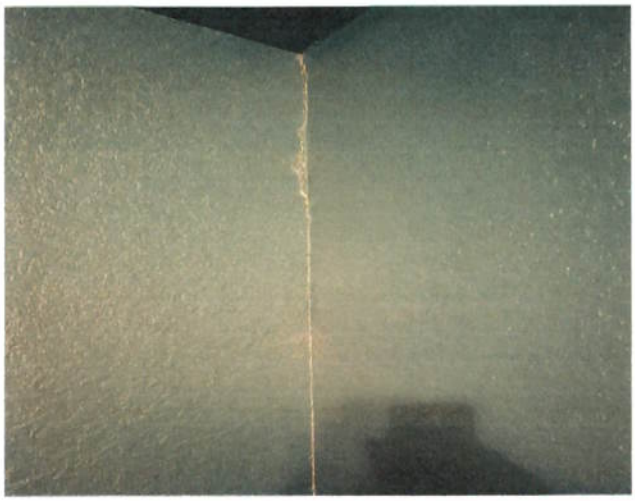


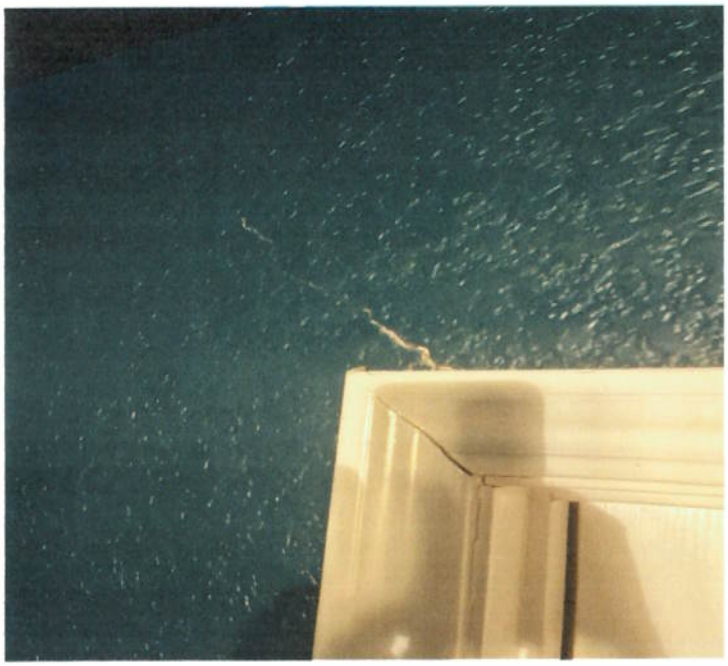


rop of fireplace Wall Damage, and Separation from the wall

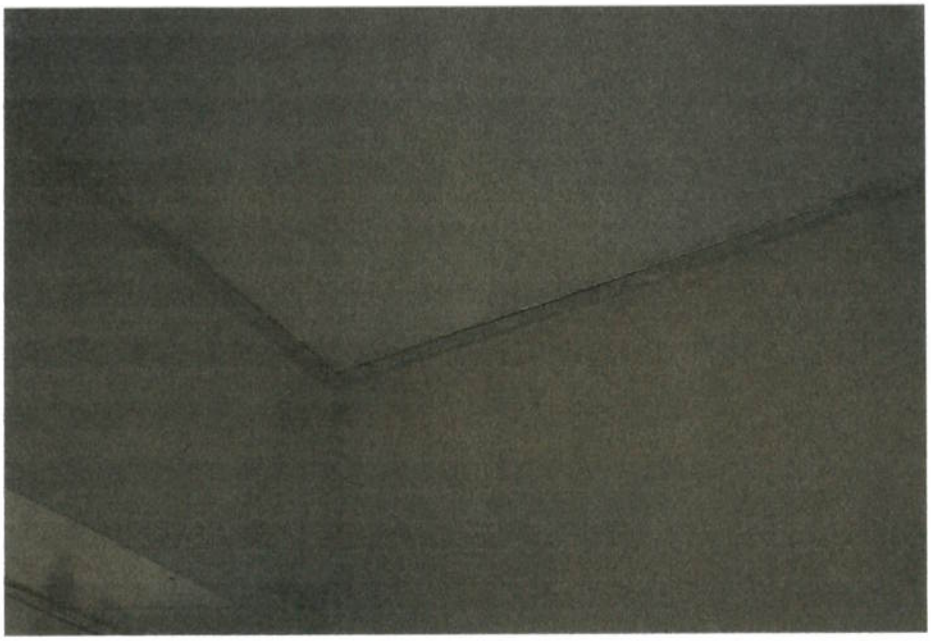


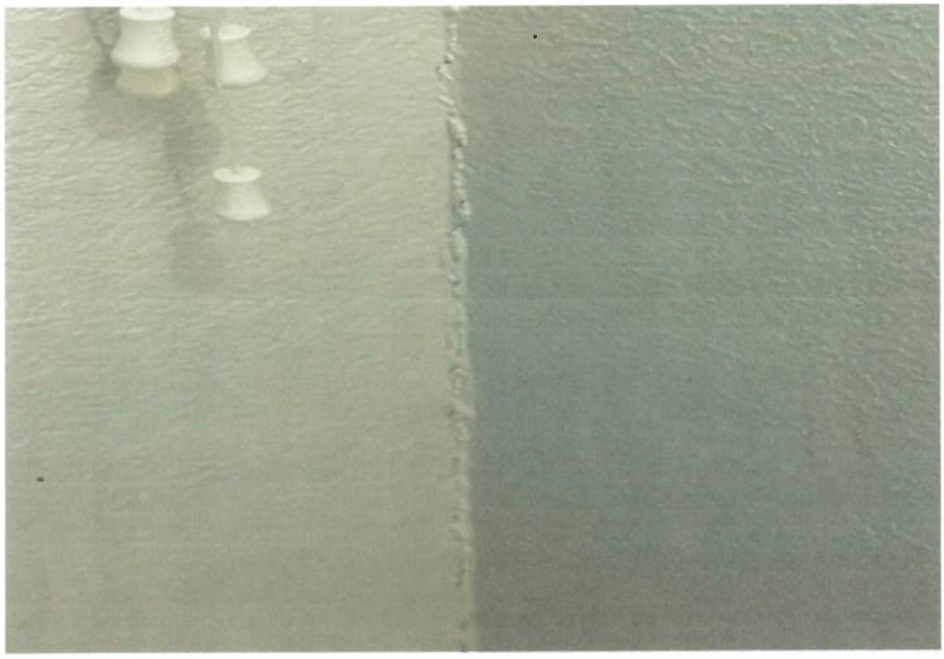
Bedroom











Bathroom was in the process of being painted before the project started... hence the two different wall colors... white is new. The second picture is where the ceiling separated from the wall.

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:	Robin Bromiley
Date:	November 12, 2024
Re:	Quarterly Investment Report - 4th qtr FY 24

Action Requested:
Review and acceptance of the Quarterly Investment Report for the period ended September 30, 2024. (Bromiley)

Background Information:
The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council a quarterly investment report. This quarterly report provides an overview of the City's investment activity for the period of July 1, 2024, through September 30, 2024, in accordance with the Texas Public Funds Investment Act (PFIA).

Legal Review:
N/A

Supporting Documents:
1. FY 24 Q4 Investment Report Powerpoint
2. FY 24 Q4 Investment Report -July - September 2024

Financial Consideration:
Investment Overview:
The City's investments for the fourth quarter were primarily held in two investment vehicles:

1. **TexPool Local Government Investment Pool (LGIP)**

    - A highly liquid and low-risk investment pool available to Texas local governments.
2. **Local Depository Bank Account**
    - The City maintains funds in a local bank account for short-term liquidity needs.

Performance Summary:

- **Total Interest Earned:**
  The total interest earned during the fourth quarter of FY 2024 (July – September 2024) was **$5,596,444**.
- **Average Yield on Investments:**
  The City's average yield for the majority of its investments was **5.33%**, which reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.
- **Benchmark Yield:**
  The benchmark for this period is the average yield on a six-month U.S. Treasury Bill, which was **4.933%**. The City's investments outperformed the benchmark yield by **0.397%**, demonstrating the effectiveness of the City's investment strategy.

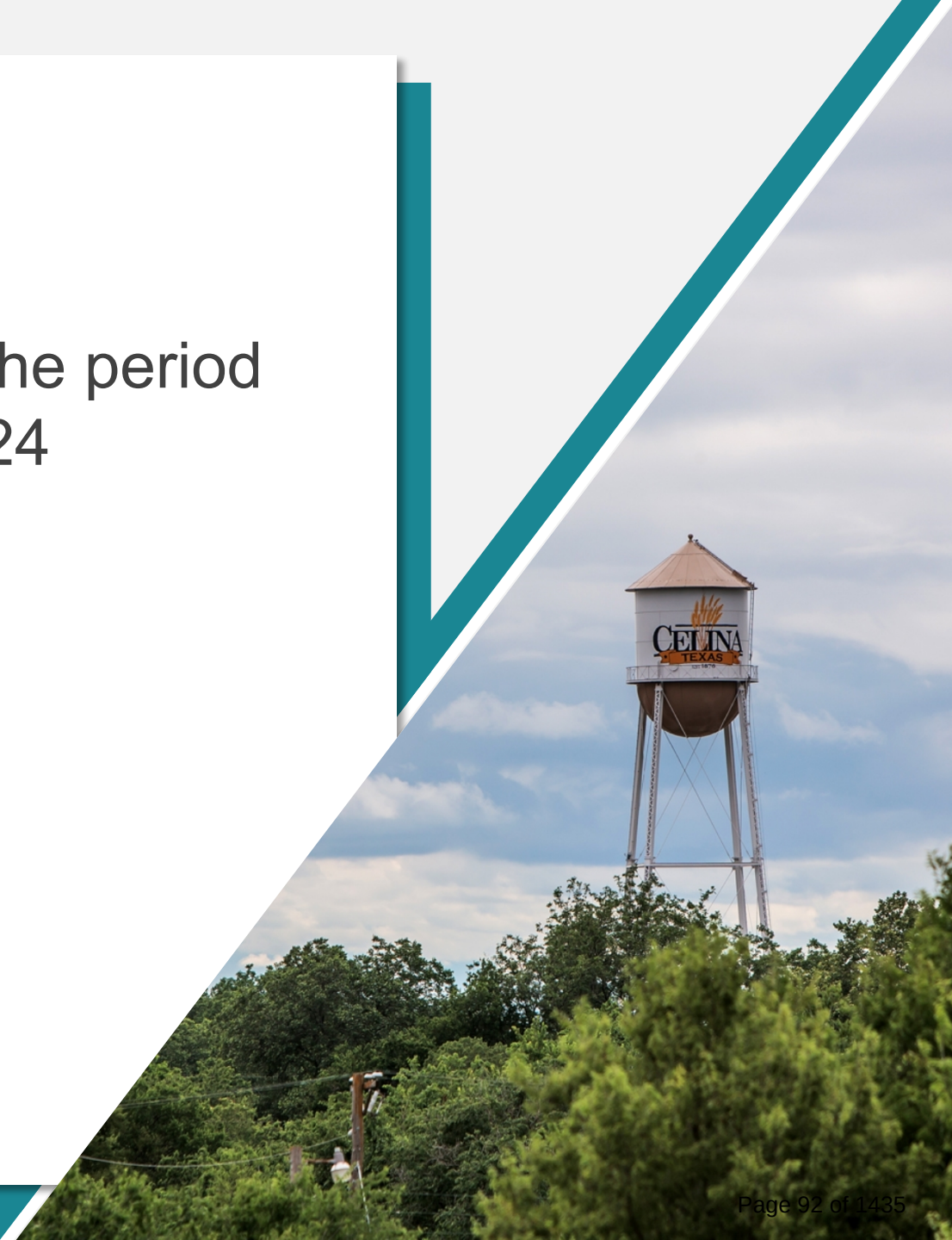
Compliance with Investment Policy:

- **Investment Policy Adoption:** The City's investment policy, adopted by the City Council in December 2023, continues to be adhered to, ensuring compliance with the PFIA and other regulatory requirements.
- **Investment Officer Training:** The designated Investment Officer, Robin Bromiley, completed the required training course on public funds investment management as mandated by the PFIA.
- **Diversification and Risk Management:** The City's investment portfolio is appropriately diversified to manage risk, maintain liquidity, and provide competitive returns. At no point during the quarter did the City invest in any prohibited securities.

Staff Recommendation:
Staff recommeds approval.

Quarterly Investment Report for the period ended September 30, 2024

City Council Meeting
November 12, 2024



JULY 1 – SEPTEMBER 30, 2024 - 4TH QTR FY 24

Beginning balance for all City Accounts as of June 30, 2024 $444,017,099

Major Categories of Revenue and Expenses

+ Development Fees	$21,406,194
+ Utility Payments	$7,450,177
+ Interest Earned	$5,596,444
+ Sales Tax Revenue	$2,610,927
+ Property Tax Payments	$346,877
+ Other Revenues	$16,257,820
- Capital Projects /AP	$51,527,747
- Debt Payments`	$18,189,416
- Payroll	$7,415,343
- UTRWD	$3,529,821

Ending balance for all City Accounts as of September 30, 2024 $417,023,210

Interest Rate Range from 2.75% - 5.55%

City of Celina
Quarterly Report
Quarter Ending: 9/30/2024

Listing by Maturity Date			6/30/2024			9/30/2024				
Investment	Institution	Account	Beginning	Interest Earned	Other Transactions	Ending	% of Total Portfolio	Unrealized G/L	Interest Rate ***	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now Acc	Independence Bk	#0052 GF MMA	$ 178,328	$ 1,216	$ 2,320	$ 177,224	0.0%	0	2.75%	n/a
					$ (2,320)	*Permits and Court Fees Collected - CC*				
Public Fund Now Acc	Independence Bk	#1532 WS MMA	$ 12,776,623	$ 114,376	$ 7,450,177	$ 20,341,175	4.9%	0	2.75%	n/a
					$ 7,450,177	*Utility Payment fees collected - CC*				
Public Fund Now Acc	Independence Bk	#8142 Pooled Cash 998	$ 222,856,335	$ 2,807,584	$ (40,191,570)	$ 185,472,349	44.5%	0	5.55%	n/a
					$ 199,064	*Property Taxes*				
					$ 2,610,927	*Sales Taxes*				
					$ -	*Bond Proceeds*				
					$ 21,406,194	*Permits*				
					$ 16,252,252	*Other revenues*				
					$ (34,582,666)	*Other -Payables*				
					$ (3,529,821)	*UTRWD Water/Wastewater*				
					$ (7,415,343)	*Payroll*				
					$ (16,942,761)	*CIP*				
					$ (18,189,416)	*Debt Payments*				
Public Fund Now Acc	Independence Bk	#0258 Old Acct	$ 43,250	$ 297	$ -	$ 43,548	0.0%	0	2.75%	n/a
Public Fund Now Acc	Independence Bk	#4191 Forfeiture	$ 203,385	$ 1,424	$ 5,568	$ 210,377	0.1%	0	2.75%	n/a
Public Fund Now Acc	Independence Bk	#9907 I&S Fund	$ 18,604,379	$ 128,496	$ 147,813	$ 18,880,688	4.5%	0	2.75%	n/a
					$ 147,813	*Property Taxes - I/S*				
Pooled	TexPool Prime**	#0007 GenFund 590	$ 61,747,122	$ 843,536	$ -	$ 62,590,657	15.0%	0	5.32%	n/a
Pooled	TexPool**	#0007 GenFund Acct (1)	$ 127,603,990	$ 1,699,466	$ -	$ 129,303,455	31.0%	0	5.20%	n/a
Pooled	TexPool**	#0006 W&S Acct	$ 3,687	$ 49	$ -	$ 3,737	0.0%	0	5.24%	n/a
		Total	$ 444,017,099	$ 5,596,444	$ (32,585,693)	$ 417,023,210	100.0% avg		3.90%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*
***TexPool WAM 30 days as of 09.30.2024 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*
**** Three Month Average Interest Rate per Independent Financial's Bank Statements .*

The City of Celina's investment portfolio is in compliance with the State Law and the investment strategy and policy approved by the City Council.

Robin Bromiley 11/04/2024

Robin Bromiley, Director of Finance/Investment Officer *Date*

Economic Summary – Q3 2024

Scott McIntyre, CFA
HilltopSecurities Asset Management
Senior Portfolio Manager
Managing Director
512.481.2009
scott.mcintyre@hilltopsecurities.com

Greg Warner, CTP
HilltopSecurities Asset Management
Senior Portfolio Manager
Managing Director
512.481.2012
greg.warner@hilltopsecurities.com

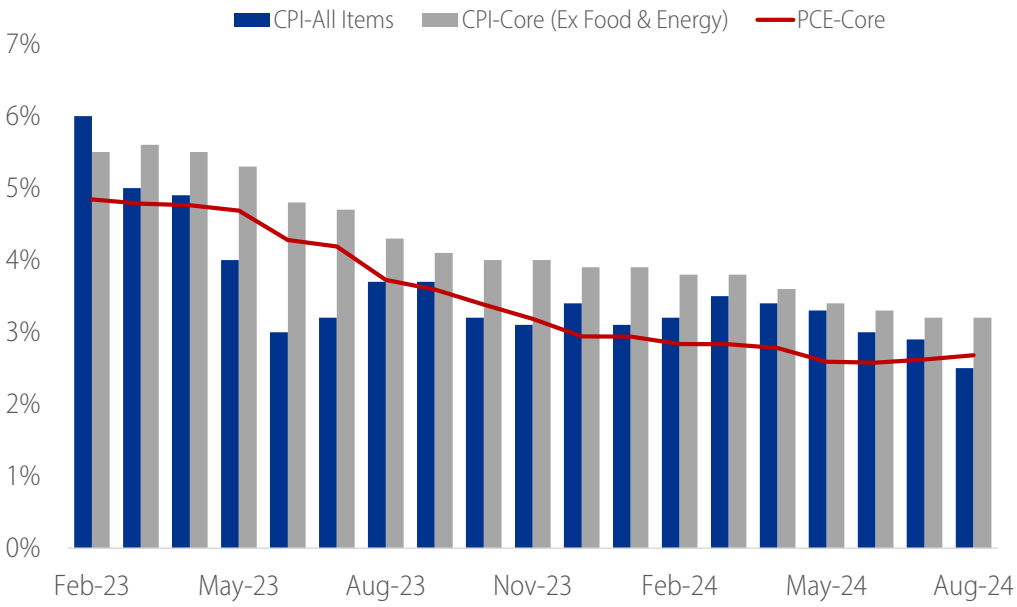
As the third quarter began, investors and Fed officials had already concluded rate cuts would begin *sometime* in 2024, with the timing and magnitude being data-dependent. Slower GDP growth and falling price pressures had allowed the Bank of Canada, the Bank of England, and the European Central Bank to begin easing monetary policy in the summer months, but the unexpected bump in U.S. inflation during the first quarter had infected Fed officials with caution that required time to heal.

Investors considered the July CPI numbers to be acceptable despite small month-over-month increases, focusing instead on the optics of *the first sub-3% annual consumer inflation rate since March 2021*, as well as the extremely soft three-month annualized +0.4% headline and +1.6% core.

Prices actually took another small step *upward* in August with a +0.3% rise in core CPI, which exceeded both the median forecast and the previous month's gain by a tenth. On an annual basis, overall CPI dropped from +2.9% to +2.5%, while core CPI was unchanged at +3.2%. Although still very close to the Fed's target, the three-month annualized core rate rose from +1.6% to +2.1%, halting several months of decline.

Investors considered the July CPI numbers to be acceptable despite small month-over-month increases, focusing instead on the optics of the first sub-3% annual consumer inflation rate since March 2021, as well as the extremely soft three-month annualized +0.4% headline and +1.6% core.

Inflation Indicators (Year-over-Year Percent Change)



Source: Bureau of Labor Statistics, Bureau of Economic Analysis

The inflation story continues to be divided with prices for goods registering outright deflation in 14 of the past 15 months, leaving services as the sole driver of above target price pressure. Within the service component, persistently stubborn shelter costs have made the largest contribution.

Nevertheless, with inflation well within striking distance of policymakers' +2.0% target, Fed officials increasingly voiced concern over apparent softening in the labor market.

Nevertheless, with inflation well within striking distance of policymakers' +2.0% target, Fed officials increasingly voiced concern over apparent softening in the labor market.

Please see disclosure starting on page 7

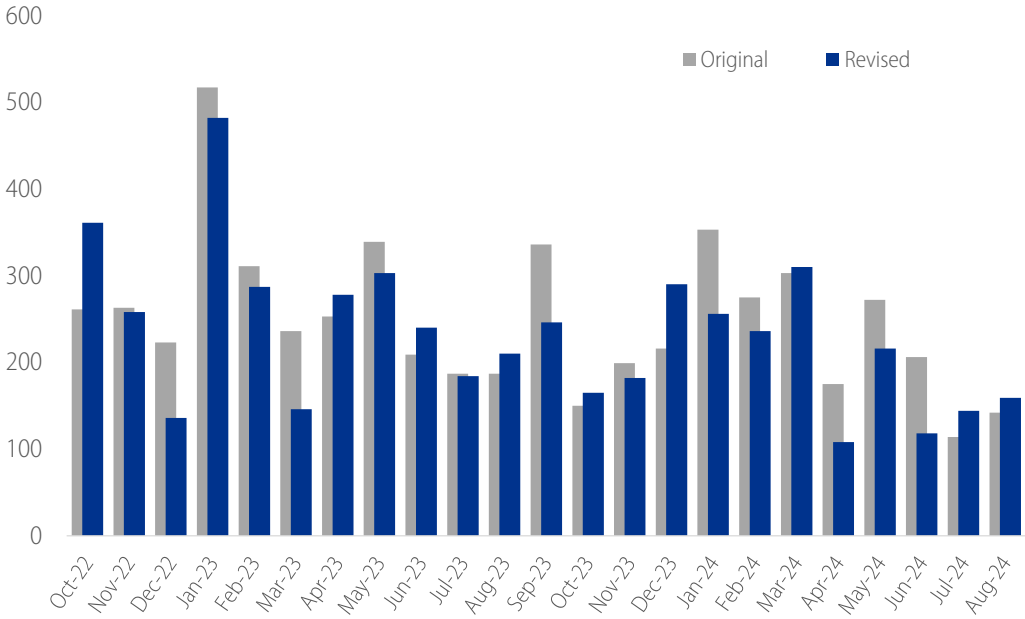
At the July 31 FOMC meeting, committee members voted unanimously to hold the overnight target range steady at 5.25% to 5.50% for the eighth consecutive meeting, while tweaking language in their one-page official statement to lay the foundation for a rate cut at the next meeting in September. The key wording change from the June meeting replaced "the Committee remains highly attentive to inflation risks" with "the Committee is attentive to both sides of its dual mandate." In other words, the Fed was aware that holding rates at elevated levels for too long would have a negative effect on employment.

This labor market focus added importance to the July employment report, which turned out to be a weak one, validating Fed concern. Only +114k jobs were added to company payrolls, below the lowest estimate among 74 economists surveyed by Bloomberg. Revisions to May and June payrolls subtracted -29k.

This labor market focus added importance to the July employment report, which turned out to be a weak one, validating Fed concern.

In the separate household survey, +420k workers entered (or reentered) the labor force, while just +67k found work. The large increase in jobseekers relative to the number of employed workers pushed the headline unemployment rate up from 4.1% to 4.3%, *the highest since October 2021*.

Non-Farm Payrolls Total Change (in thousands)



Source: Bureau of Labor Statistics

Investors quickly zeroed in on the rise in unemployment because something called the "Sahm rule" was triggered. Developed by economist Claudia Sahm in 2019, the theory posits that when the three-month average of the unemployment rate rises half a percentage point or more above its 12-month low point, the economy is no longer growing. This retrofitted rule, consistent with every U.S. recession since the 1970s, immediately set off alarm bells.

The August employment report also proved softer than expected. Just +142k jobs were added during the month, with downward revisions to June and July payrolls totaling

-86k, lowering the three-month average to +116k, *less than half the pace in 2023*. However, the unemployment rate reversed direction, slipping from 4.3% to 4.2%, while hourly earnings came in slightly warmer than expected.

The troubled labor story worsened when job openings fell to a 3½ year low of roughly 7.7 million in July, down significantly since March 2022 when more than 12 million open positions were reported. At that time, the ratio of jobs to job seekers was 2 to 1. By mid-summer, it had fallen to 1.1 to 1.

The troubled labor story worsened when job openings fell to a 3½ year low of roughly 7.7 million in July, down significantly since March 2022 when more than 12 million open positions were reported.

Near the end of August, at the Fed's annual Jackson Hole symposium, Chairman Powell said the committee would not welcome further cooling of the labor market, and expressed what investors had anticipated for months, declaring: *"The time has come for policy to adjust."* The clear message made headlines and ignited a rally in both stocks and bonds. At that point, the only remaining question was whether the committee would cut by a quarter or a half in September. Five of the last easing cycles had begun with a 50 basis point cut, but all were preceded by a crisis or recession. This time, there was impatience, but far less urgency.

On September 18, the FOMC ended speculation and announced a 50 basis point cut to the overnight funds rate, bringing the upper band of the target range down from 5.50% to 5.00%. Fed Governor Michelle Bowman was the lone committee member in favor of a smaller, quarter-point cut. Bowman, who was concerned about above target inflation, was the first Fed governor to dissent on a rate move since 2005.

On September 18, the FOMC ended speculation and announced a 50 basis point cut to the overnight funds rate, bringing the upper band of the target range down from 5.50% to 5.00%.

The new dot plot showed two more quarter-point cuts for the remainder of 2024, a total of 100 bps of cuts in both 2025 and 2026, and an implied neutral rate of 2.875%, which is actually a little higher than the June dot plot had indicated.

The committee sounded optimistic, saying the economy continues to expand at a solid pace and the both the inflation and employment mandates were roughly balanced. The updated Summary of Economic Projections (SEP) supported the statement, showing quarterly GDP growth around +2.0% for the next several years, unemployment peaking at 4.4%, and Core PCE (which is the Fed's preferred inflation measure) expected to reach +2.6% by the end of 2024, and +2.2% by end of 2025.

FOMC Summary of Economic Projections-September 2024 (Median Estimate)

	2024	2025	2026	2027	Longer Run
Change in Real GDP	2.0	2.0	2.0	2.0	1.8
Unemployment Rate	4.4	4.4	4.3	4.2	4.2
PCE Inflation	2.3	2.1	2.0	2.0	2.0
Core PCE Inflation	2.6	2.2	2.0	2.0	
Federal Funds Rate	4.4	3.4	2.9	2.9	2.9

Source: Federal Reserve

This fairly rosy outlook suggested Fed officials were confident in orchestrating the fabled soft landing; lowering inflation without triggering a recession.

This fairly rosy outlook suggested Fed officials were confident in orchestrating the fabled soft landing; lowering inflation without triggering a recession.

The long-suffering housing market would seem an obvious candidate to benefit from the launch of the Fed's easing campaign, but unrealistic expectations make for a challenging fix. Despite a 170 basis point decline in the 30-year fixed mortgage rate, the most recent University of Michigan consumer sentiment survey indicated Americans are more negative about housing conditions than anytime during the 46-year history of the survey, with a majority of respondents saying *it's a bad time to buy because loan rates are STILL too high*.

The problem here is that, barring economic catastrophe, the Fed may never again cut the overnight rate to zero or initiate another multitrillion dollar QE campaign. As a result, long-term mortgages are unlikely to approach the 2.66% low point from early 2021. The average 30-year rate at the end of September was 6.08%, a significant drop from the 7.79% Oct '23 peak (Freddie Mac), but historically not enough to spark a refi wave or prompt too many sidelined buyers (or sellers) to jump in. According to Redfin data from last summer, over 82% of borrowers held a mortgage rate below 5%, while 62% were below 4%.

Barring economic catastrophe, the Fed may never again cut the overnight rate to zero or initiate another multitrillion dollar QE campaign. As a result, long-term mortgages are unlikely to approach the 2.66% low point from early 2021.

On the last day of the quarter, Fed Chairman Jay Powell, speaking at the National Association for Business Economics Annual Meeting in Nashville, struck a more hawkish tone than investors had anticipated. Although his prepared comments mostly stuck to the FOMC script from two weeks earlier, the Chairman dismissed the idea of a significant slowdown in economic growth, pointing out that "very large" income revisions for the first half of the year had boosted the personal savings rate, which suggested that consumer spending could continue at "a healthy level."

Powell went on to say the committee was in *no hurry to cut rates quickly* and that "If the economy performs as expected, rate cuts would total 50 basis points for the remainder of the year." Although this matched committee member projections in the September dot plot, it pushed back against more aggressive market expectations and set the tone for the remainder of the year.

The Markets

The across-the-curve decline in Treasury yields during the quarter was huge, with the 12-month bill and 2-year note both shedding 111 basis points as investors scrambled to lock-in future interest earnings before the Fed began its easing campaign.

The across-the-curve decline in Treasury yields during the quarter was huge, with the 12-month bill and 2-year note both shedding 111 basis points as investors scrambled to lock-in future interest earnings before the Fed began its easing campaign.

It was a turbulent period for stocks, but the both the DOW and the S&P 500 ultimately ended the third quarter at fresh record highs. For the first nine months of the year, the S&P 500 rose almost 21% while the DOW increased more than 12%.

Q3 Interest Rates

		Fed Funds	3 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	6/30/2024	5.25-5.50%	5.36%	5.11%	4.75%	4.38%	4.40%
High			5.38%	5.10%	4.75%	4.43%	4.46%
Low			4.56%	3.89%	3.54%	3.40%	3.61%
End	9/30/2024	4.75-5.00%	4.62%	4.00%	3.64%	3.56%	3.78%

Source: Federal Reserve, U.S. Department of the Treasury

The overall economy, although showing occasional signs of wear, appears to have logged another solid quarter of growth, and a case can be made that the labor market hasn't weakened so much as normalized.

ECONOMIC AND INTEREST RATE OUTLOOK

Record stock values and home prices continue to push U.S. household wealth higher and higher, while the inflation rate is closing in on the Fed's target sooner than expected. The overall economy, although showing occasional signs of wear, appears to have logged another solid quarter of growth, and a case can be made that the labor market hasn't *weakened* so much as *normalized*. This "goldilocks" economic environment, paired with expected future rate cuts would seem to support a bright near-term outlook. However, it gets a bit darker on the horizon.

With bond investors pricing-in 175 basis points of rate cuts over the next 10 months, the market is signaling a future contraction, but easing monetary policy amid solid economic growth, historically high national wealth and record corporate profits hints at the all-too-common policy error.

With bond investors pricing-in 175 basis points of rate cuts over the next 10 months, the market is signaling a future contraction, but easing monetary policy amid solid economic growth, historically high national wealth and record corporate profits hints at the all-too-common policy error.

The National Association for Business Economics (NABE) recently surveyed 32 professional forecasters on their perceived risks to economy over the next 12 months. While 23% believed the greatest risk was the outcome of the November elections, and another 23% pointed to escalation of conflicts in Ukraine and the Middle East, 39% believed the greatest risk was a "monetary policy mistake." Presumably, the mistake would be easing too much, overheating the economy and reigniting inflation.

The election results may not be the greatest perceived risk to the economy, but the implemented policies of the new president are likely to have a profound impact on the national debt. According to recent numbers from the nonpartisan Committee for a Responsible Federal Budget (CRFB), Trump's proposals, which include a growing list of tax cuts, tariffs, and mass deportations, are expected to increase the national debt by another $7.5 trillion over the next decade. The Harris plan would add an estimated $3.5 trillion. Both are in *addition to* the $22 trillion expected to be added if no policy changes were made (WSJ).

The election results may not be the greatest perceived risk to the economy, but the implemented policies of the new president are likely to have a profound impact on the national debt.

The debt cliff is far enough away that it has yet to impact daily lives, but all this anticipated future Treasury supply will have to be financed, and if politicians are unwilling to find a solution, buyers of longer-term debt will eventually start demanding a bigger and bigger risk premium in the form of higher interest rates.

The risk of the Fed making a policy mistake was amplified in September when the Bureau of Economic Analysis (BEA) reported the U.S. economy grew by almost $300 billion more from the second quarter of 2020 through the end of 2023, due primarily to stronger consumer spending. The BEA revisions showed a substantial increase in gross domestic income which resulted in a sharp upward revision to the personal saving rate. The boost in savings from a previous estimate of 3.3% to 5.2% for the second quarter suggests the consumer suddenly has more spending capacity as the holiday season approaches. Ongoing stock market vigor will add to the mostly positive short-term outlook.

But many of the underlying issues threatening recession for the past several years are still around. Because most measures of the economy are broad, it's tough to see the detail. Stocks and home prices have soared in the post pandemic period, creating record household wealth, but the value only accrues to investors and homeowners, leaving out nearly half the nation.

The average interest rate on a new credit card reached 24.8% this summer, the highest on record. In theory, an unpaid balance accruing interest at 24% would double in just three years.

According to Federal Reserve numbers, outstanding credit card balances increased by $27 billion in the second quarter to a new record high of $1.14 trillion. The average interest rate on a new credit card reached 24.8% this summer, the highest on record. In theory, an unpaid balance accruing interest at 24% would double in just three years.

The lion's share of credit card balances reflect the financial health of the middle class and lower middle class; those who need to and are able to borrow. Since this large group is primarily responsible for driving GDP growth, their spending and payment patterns should be reliable future indicators, and it does not look promising. In the second quarter, the delinquency rate for credit card borrowers climbed to 7.2%, up from 5.0% a year ago.

Unfortunately, credit card rates are historically very sticky. While the Fed may be cutting the overnight rate, financial companies have little incentive to lower interest charges on outstanding balances.

The bottom line is that the domestic economy is on solid ground … for the time being anyway. As Powell said, there is no hurry to cut rates. The FOMC has always been data dependent, and the data required to make future decisions will be based on economic activity that has yet to happen.

The FOMC has always been data dependent, and the data required to make future decisions will be based on economic activity that has yet to happen.

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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:	November 12, 2024
Re:	Celina MS4 Annual Compliance Update

Action Requested:
Consider and act to accept a report regarding the Annual Stormwater Management Plan actions. (Figueroa)

Background Information:
The City of Celina is closing out its final year of the City's 5-year municipal separate storm sewer system (MS4) General Permit, which authorizes the discharge of stormwater from the City's MS4 to surface water in Texas. This general permit is required for all stormwater operators under the Texas Pollutant Discharge Elimination System (TPDES) program. Since 2018, Celina has contracted with EST (now WSB) to assist and facilitate this permitting process, as well as create annual reports that are submitted to the Texas Commission on Environmental Quality (TCEQ) and conduct staff training to remain compliant with permit requirements.

This five-year permit sets forth five minimum control measures (MCMs) that Celina should meet by electing to comply with various best management practices (BMPs). The city's TCEQ-established MCMs are as follows:

- Public Education Outreach and Involvement
- Illicit discharge detection and elimination (IDDE)
- Construction site stormwater runoff control
- Post-construction stormwater management in new development or redevelopment
- Pollution prevention and good housekeeping for municipal operations

Celina staff has continued to meet its obligations under the TPDES program successfully and

effectively managed stormwater discharges within the City's jurisdiction. City Staff will begin working on the New TCEQ Phase II General permit that has been posted for future compliance.

Legal Review:
N/A

Supporting Documents:
1. Celina MS4 Council Update_2024
2. MS4 Annual Compliance Update

Financial Consideration:
N/A

Staff Recommendation:
Staff recopmmends approval.

October 2, 2024

City of Celina City Council
112 N. Colorado
Celina, TX 75009

Re: **City of Celina MS4 Annual Compliance Update**

The City of Celina is closing out its sixth year of the City's 5-year municipal separate storm sewer system (MS4) General Permit, which authorizes the discharge of stormwater from the City's MS4 to surface water in the state of Texas. This general permit is required for all stormwater operators under the Texas Pollutant Discharge Elimination System (TPDES) program. Since 2018 Celina has contracted with EST (now WSB) to assist and facilitate this permitting process, as well as create annual reports that are submitted to TCEQ and conduct staff trainings to remain compliant with permit requirements.

This 5-year permit sets forth five different minimum control measures (MCMs) that should be met by Celina electing to comply with various best management practices (BMPs). The table on the attached pages includes the list of the TCEQ-established MCMs, descriptions of the BMPs Celina has pursued under the permit, and the efforts and procedures that have been established to remain in compliance.

The City of Celina has remained in compliance through Year 6 of the TPDES General Permit. Celina staff has continued to successfully meet its obligations under the TPDES program and effectively managed stormwater discharges within the City's jurisdiction.

Sincerely,

Nolan Harvey, PE
WSB

MCM	BMP	Description	Compliance
MCM 1: Public Education, Outreach, and Involvement	Newsletter with emphasis on stormwater pollution and bacteria control	Newsletter provided to the public to inform and provide ways for citizens to protect their stormwater.	Educational information, such as substances to avoid dumping down the storm drain, and pet waste cleanup sent in monthly newsletter.
MCM 1: Public Education, Outreach, and Involvement	Develop and Present Educational Material to Citizens	Preparation of stormwater educational material for city events, civic organizations, and grade school children	Stormwater booth with stormwater model displayed at touch a truck event.
MCM 1: Public Education, Outreach, and Involvement	Create opportunity for Citizen Involvement	Preparing city council presentation material along with citizen engagement material that addresses stormwater pollution prevention, updating city standards and sources/impact of pollution on receiving streams.	A report was provided to the City Council for review prior to and during a public meeting, and there was time available for public comments.
MCM 1: Public Education, Outreach, and Involvement	Prepare and Maintain City Website with stormwater pollution prevention information (celina-tx.gov)	Updating the city website with stormwater information, including the following: a copy of the permit action items, procedures for reporting illicit discharges, citizen complaint and spill reporting, annual reports, and opportunity for public comment.	The City's website provides information on stormwater, things citizens should know about their stormwater, and how they can prevent stormwater pollution
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	City Map and use of GIS for city maps	Maintaining a GIS map of the City of Celina storm sewer system inlets and outfalls.	The City's stormwater system and detention basin GIS map is updated when projects receive final acceptance.

MCM	BMP	Description	Compliance
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Evaluate and update Illicit Discharge response plan effectiveness	Annual review and updating documentation of the Illicit Discharge Response Plan, inspection forms, and protocol.	The IDDE procedure is evaluated routinely during staff meetings, as well as the annual MS4 training with WSB
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Complete Annual Training Program for New and Existing Engineering and Inspection Staff	Conducting an annual review and staff training where all instances of illicit discharges and results of the inspections from the past year are reviewed.	Annual training with city engineering and inspection staff conducted by WSB
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Develop City Ordinance and Enforcement Approach to Identify and Prohibit Illicit Discharges	Implement a city ordinance regarding authority to inspect, prohibit and enforce illicit stormwater discharge.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Develop City Ordinance providing prohibitions, inspections, standards, fees, and enforcement authority over construction stormwater discharges into stormwater sewer system	Implementing a city ordinance establishing the current SWP3 permit, review, and approval for construction projects.	City Ordinances Section 13.10 Stormwater Discharge
MCM 3: Construction Site Stormwater Runoff Control	Construction Site Stormwater Runoff Control Inspection and Enforcement	Weekly inspections of construction projects, identification of discharges into stormwater system, conducting pre-development and pre-construction meetings with development community, and document design review.	Routine inspections and documentation performed by city staff

MCM	BMP	Description	Compliance
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Develop City Ordinance providing maintenance standards, and enforcement authority for retention and detention facilities that discharge into Stormwater Sewer System	Implementing ordinance for post-construction stormwater management in new development and redevelopment.	City Ordinances Section 13.10 Stormwater Discharge
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Post-Construction Stormwater Management in New Development and Redevelopment inspection and enforcement program	Implementing a program (forms, procedures, and schedule) to control post-development runoff through annual inspections of commercial and residential detention/retention facilities.	City Ordinances Section 13.10 Stormwater Discharge
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Conduct good housekeeping training program for city staff and subcontracted personnel.	Identifying good housekeeping practices and necessary updates for good housekeeping based on the prior years' experience, also the requirement for subcontractor personnel representing or acting on behalf of the city to comply with the city standards of stormwater pollution control and good housekeeping.	Good housekeeping practices are evaluated routinely during staff meetings, as well as the annual MS4 training with WSB
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Annually inspect of city owned facilities	Annual inspection of city-owned storage facilities, stockpiles, and maintenance facilities for good housekeeping practices.	City-owned storage facilities, stockpiles, and maintenance facilities are inspected routinely by staff

MS4 Annual Compliance Update

Andrew Figueroa
November 12, 2024



AGENDA OVERVIEW

- The City of Celina is closing out its sixth year of the City's 5-year municipal separate storm sewer system (MS4) General Permit which authorizes the discharge of stormwater from the City's MS4 to surface water in the state of Texas.

- This 5-year permit sets forth five different minimum control measures (MCMs) that should be met by Celina electing to comply with various best management practices (BMPs).

- The City of Celina has remained in compliance through Year 6 of the TPDES General Permit. Celina staff has continued to successfully meet its obligations under the TPDES program and effectively managed stormwater discharges within the City's jurisdiction.

MINIMUM CONTROL MEASURES

MCM	BMP	Description	Compliance
MCM 1: Public Education, Outreach, and Involvment	Newsletter with emphasis on stormwater pollution and bacteria control.	Newsletter provided to the public to inform and provide ways for citizens to protect their stormwater.	Educational information, such as substances to avoid dumping down the storm drain, and pet waste cleanup sent in monthly newsletter.
MCM 1: Public Education, Outreach, and Involvment	Develop and Present Educational Material to Citizens.	Preparation of stormwater educational material for city events, civic organizations, and grade school children.	Stormwater booth with stormwater model displayed at touch a truck event.
MCM 1: Public Education, Outreach, and Involvment	Create opportunity for Citizen Involvement.	Preparing city council presentation material along with citizen engagement material that addresses stormwater pollution prevention, updating city standards and sources/impact of pollution on receiving streams.	A report was provided to the City Council for review prior to and during a public meeting, and there was time available for public comments.
MCM 1: Public Education, Outreach, and Involvement	Prepare and Maintain City Website with stormwater pollution prevention information (celina-tx.gov).	Updating the city website with stormwater information, including the following: a copy of the permit action items, procedures for reporting illicit discharges, citizen complaint and spill reporting, annual reports, and opportunity for public comment.	The City's website provides information on stormwater, things citizens should know about their stormwater, and how they can prevent stormwater pollution.

MINIMUM CONTROL MEASURES

MCM	BMP	Description	Compliance
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	City Map and use of GIS for city maps	Maintaining a GIS map of the City of Celina storm sewer system inlets and outfalls.	The City's stormwater system and detention basin GIS map is updated when projects receive final acceptance.
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Evaluate and update Illicit Discharge response plan effectiveness	Annual review and updating documentation of the Illicit Discharge Response Plan, inspection forms, and protocol.	The IDDE procedure is evaluated routinely during staff meetings, as well as the annual MS4 training with WSB
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Complete Annual Training Program for New and Existing Engineering and Inspection Staff	Conducting an annual review and staff training where all instances of illicit discharges and results of the inspections from the past year are reviewed.	Annual training with city engineering and inspection staff conducted by WSB
MCM 2: Illicit Discharge Detection and Elimination (IDDE)	Develop City Ordinance and Enforcement Approach to Identify and Prohibit Illicit Discharges	Implement a city ordinance regarding authority to inspect, prohibit and enforce illicit stormwater discharge.	City Ordinances Section 13.10 Stormwater Discharge

MINIMUM CONTROL MEASURES

MCM	BMP	Description	Compliance
MCM 3: Construction Site Stormwater Runoff Control	Develop City Ordinance providing prohibitions, inspections, standards, fees, and enforcement authority over construction stormwater discharges into stormwater sewer system.	Implementing a city ordinance establishing the current SWP3 permit, review, and approval for construction projects.	City Ordinances Section 13.10 Stormwater Discharge.
MCM 3: Construction Site Stormwater Runoff Control	Construction Site Stormwater Runoff Control Inspection and Enforcement.	Weekly inspections of construction projects, identification of discharges into stormwater system, conducting pre-development and pre-construction meetings with development community, and document design review.	Routine inspections and documentation performed by city staff.
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Develop City Ordinance providing maintenance standards, and enforcement authority for retention and detention facilities that discharge into Stormwater Sewer System	Implementing ordinance for post-construction stormwater management in new development and redevelopment.	City Ordinances Section 13.10 Stormwater Discharge.

MINIMUM CONTROL MEASURES

MCM	BMP	Description	Compliance
MCM 4: Post-Construction Stormwater Management in New Development / Redevelopment	Post-Construction Stormwater Management in New Development and Redevelopment inspection and enforcement program.	Implementing a program (forms, procedures, and schedule) to control post-development runoff through annual inspections of commercial and residential detention/retention facilities.	City Ordinances Section 13.10 Stormwater Discharge.
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Conduct good housekeeping training program for city staff and subcontracted personnel.	Identifying good housekeeping practices and necessary updates for good housekeeping based on the prior years' experience, also the requirement for subcontractor personnel representing or acting on behalf of the city to comply with the city standards of stormwater pollution control and good housekeeping.	Good housekeeping practices are evaluated routinely during staff meetings, as well as the annual MS4 training with WSB.
MCM 5: Pollution Prevention and Good Housekeeping for Municipal Operations	Annually inspect of city owned facilities.	Annual inspection of city-owned storage facilities, stockpiles, and maintenance facilities for good housekeeping practices.	City-owned storage facilities, stockpiles, and maintenance facilities are inspected routinely by staff.

QUESTIONS?

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: Amber Adams
Date: November 12, 2024
Re: Celina Police Department Enhance Vehicle - Patrol Tahoe

Action Requested:
Consider and act to authorize the purchase of one (1) vehicle for the Police Department from various vendors through cooperative agreements in an amount not to exceed $111,214.68. (Chief Cullison)

Background Information:
The Police Department is seeking authorization to purchase one Chevrolet Tahoe PPV for the Police Department. The purchase will include the vehicle, as well as necessary outfitting and equipment. The purchase of the vehicle and necessary equipment will be through the cooperative contracts, itemized below.

Item	Cost	Vendor	Contract
2024 Tahoe	$51,653.09	Reliable Chevrolet	Sherrif's Association of Texas, Bid 24-05-1010
Vehicle outfitting	$30,181.94	Haloz36 Corp	Frisco PD Best Value Bid
Stalker Radar System	$3,796.00	Applied Concepts	Buyboard
APX 8000 Radio	$8,006.31	Motorola Solutions	TX DIR TSO-4101
Laptop/dock/cradle point	$6,241.11	GTS Technology Solutions	DIR-CPO-5225/4751
JTC Breaching Claw	$509.83	CMC Govt Supply	Buyboard 698-23
Axon Fleet 3	$10,176.28	Axon	In current contract
Radio/CradlePoint Antenna	$650.12	MCA	N/A
Total	$111,214.68		

The City maintains an executed Interlocal Agreement with the 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. Staff Presentation
2. Vehicle Purchase
3. Antenna
4. Axon Dashcam (one time purchase)
5. Breaching Tool
6. Patrol vehicle GTS (Laptop, Dock, Cradle Point)
7. Motorola Radio
8. Stalker Radar
9. Outfitting

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:
Authorize the purchase as presented.

FY 25 PD Police Department Lieutenant Vehicle (Enhancement)

John Cullison
November 12, 2024



AGENDA OVERVIEW

- This is an enhancement to the Police Department Administrative fleet that was approved in the Fiscal 2025 adopted Budget.

- The Vehicle is being purchased through a cooperative contract.

- With the addition of a second Patrol Lieutenant, a fully outfitted patrol vehicle is needed. The current Patrol Lieutenant does not have a fully outfitted patrol vehicle that can be used in the field.
- Outfitting the vehicle like all other patrol vehicles will add another marked unit to the streets and aid in our visibility.
- The vehicle will be shared by the two Patrol Lieutenants.

AGENDA OVERVIEW

Patrol Vehicle2024 Tahoe that is the same to all our current patrol vehicles.

•**Vehicle outfitting** The selected vendor is HALOZ36 for the outfitting. The vehicle will be a marked unit with lights, siren, & graphics. It will also include prisoner storage.

• **Stalker Radar System** A two antenna stalker radar system will allow the officer in the vehicle to conduct traffic speed enforcement.

•**Motorola APX8000 series radio** Similar to all patrol vehicles the radio gives the officer the ability to communicate with other officers and dispatch. The APX8000 is the current radio system the Department utilizes.

AGENDA OVERVIEW

Laptop/Dock/Cradle Point The laptop allows the officer to complete reports, be dispatched to calls and check people for warrants. The dock allows the officer to be permanently mounted to the patrol vehicle and prevent damage to the laptop. The cradle point allows the vehicle to have internet access. Which is needed for all the above mentioned reasons for the laptop.

•**JTC Claw** Every patrol vehicle has a breaching tool. This tool is utilized in the event of an emergency where officers must enter a locked/barricaded structure or vehicle to save lives.

•**Axon Fleet 3 Camera System** The Axon Dashcam system is the current video recording system we use. The dashcam will be a one time lump sum purchase. The camera is used to record all officer interactions as well as it is a License Plate reader. The license plate reader is not only useful in locating wanted persons but missing/endangered persons.

AGENDA OVERVIEW

Radio/Cradle Point Antenna A single antenna that can be utilized to not only give the radio a signal to communicate but give the cradle point a signal to get internet services. This single antenna limits the holes being cut in the roof of the vehicle, but it also stronger than traditional “whip” antennas.

Item		Cost		Vendor		Contract
2024 Tahoe		$51,653.09		Reliable Chevrolet		Texas Sherriff's Association
Vehicle outfitting		$30,181.94		Haloz36 Corp		Frisco PD Best Value 2401-062
Stalker Radar System		$3,796.00		Applied Concepts		Buyboard
APX 8000 Radio		$8,006.31		Motorola Solutions		TX DIR TSO-4101
Laptop/dock/cradle point		$6,241.11		GTS Technology Solutions		DIR-CPO-5225/4751
JTC Breaching Claw		$509.83		CMC Govt Supply		Buyboard 698-23
Axon Fleet 3		$10,176.28		Axon		In current contract
Radio/CradlePoint Antenna		$650.12		MCA		N/A
	Total	$111,214.68				

QUESTIONS?

SHERIFFS ASSOCIATION OF TEXAS	CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only	Contract No.:	22-03-1008RR	Date Prepared:	10/3/2024

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be emailed to Reliable Chevrolet @ dadams@reliablechevrolet.com or faxed to 972-952-8172. Therefore please type or print legibly.

Buying Agency:	CITY OF CELINA	Contractor:	RELIABLE CHEVROLET
Contact Person:	ALEX JONES	Prepared By:	DOUG ADAMS
Phone:	FAN # 815538	Phone:	972-952-1561
Fax:		Fax:	972-952-8172
Email:		Email:	dadams@reliablechevrolet.com

Spec #:	99	Description:	2024 TAHOE PPV 9C1 --- 2 WHEEL DRIVE

A. Product Item Base Unit Price Per SAT Contract: LONGHORN DISTRICT 49592.09

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
AZ3 - 40/20/40 FRONT SEAT	0	9C1 PPV - POLICE PURSUIT VEHICLE - REQUIRED	INCL
BCV - AUTO DOOR LOCK DISABLE (REQUIRED)	0	AG2 - POWER PASSENGER SEAT - REQUIRED	INCL
V76 - TOW HOOKS	46	POLICE RATED SPARE - REQUIRED	INCL
AMF - 4 EXTRA REMOTES	68	VK3 - FRONT LICENSE PLANT BRACKET - REQ'D	INCL
BTV - REMOTE START	273	5J1 - KEYLESS REMOTE PANIC DISABLE CALIBRA	0
DRZ - REAR CAMERA MIRROR	432	6E2 - FLEET CALIBRATION COMMON KEY	23
UTQ - CONTENT THEFT ALARM DISABLED	46	5T5 - VINYL REAR SEAT	0
6E2 - KEYED ALIKE	23	5YR/100,000 POWERTRAIN WARRANTY	INCL
5J0 - FRONT PARK DISABLE CALIBRATION	0	2 KEYS AT DELIVERY	INCL
		Subtotal From Additional Sheet(s):	
		Subtotal B:	911

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
VEHICLES SUBJECT TO AVAILABILITY			
7X3 - LH SPOTLAMP - TO BE ADDED BY KERR	800	Subtotal From Additional Sheet(s):	
		Subtotal C:	800

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	51303.09	=	Subtotal D:	51303.09

E. SAT Order Processing Charge (Amount Per Current Policy) Subtotal E: 350.00

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
1GNSCLED8RR303539		DELIVERY	
EXTERIOR COLOR ---BLACK			
		Subtotal F:	0
Delivery Date:	TBD	G. Total Purchase Price (D+E+F):	51653.09

Mobile Communications America
501 Duncan Perry Rd
Arlington, TX 76011
Phone: 844-276-7770
Fax:

QUOTATION

333001042

Bill To:
Celina TX City of Police Dept
110 N Colorado St
Celina, TX 75009

Ship To:
Celina TX City of Police Dept
110 N Colorado St
Celina, TX 75009

Contact: Alex Jones
Contact #:

Contact: Alex Jones
Contact #:

Date: 09/26/2024	Customer #: 121369	Terms: NET 30 DAYS

Qty	Item	Description	U/M	Unit Price	Extended
1	GP-IN2679	Dual Sharkee 8in1	EA	536.66	536.66
1	ASFC-155-U2-821	SHARKEE TRIBAND WHIP	EA	78.56	78.56
1	C29F-5QMAP	5m/16 inches Whip/Radio CABLE FME(f)-QMA(m)	EA	34.90	34.90

Accepted By: _____ **Date:** _____

Please contact customer representative by phone or email with any questions:
Customer Rep: Heath Quinnelly
Phone #:
Email: heathquinnelly@callmc.com

Subtotal :	$650.12
Tax :	
Total Quote :	$650.12

Effective August 1, 2018, all credit card payments are subject to a 2% convenience fee

Quote Valid for 30 Days.

All orders are subject to partial shipment and partial invoice

Tax calculations provided are estimates and are subject to change.

MOBILE COMMUNICATIONS AMERICA, INC. TERMS AND CONDITIONS

The following Terms and Conditions ("T&Cs"), together with the terms of the relevant Quote, and any other documents incorporated herein by reference, constitute the sole and entire agreement ("Agreement") between Mobile Communications America, Inc. a Delaware corporation ("MCA") and the Buyer whose name appears on the signature page of the Quote ("Buyer"; MCA and Buyer are referred to collectively as the "Parties" and each, individually, a "Party") with respect to the equipment and/or parts ("Goods") and/or services ("Services"; collectively, the "Work") to be provided by MCA to Buyer in the Quote, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. The quantity, quality and description of the Goods shall be as specified in an applicable Quote and/or any applicable specification agreed to in writing by the Parties. With respect to Services, any Quote is expressly subject to MCA's inspection of the site where the Services will be performed and its suitability for the Services in MCA's sole and absolute discretion.

By accepting a Quote, Goods or Services from MCA, Buyer's consent to this Agreement will be conclusively established regardless of the manner of acceptance. Buyer acknowledges and agrees to this Agreement and no other terms and conditions issued on Buyer's PO or other work/order form are incorporated or will apply unless agreed upon by both Parties in writing and signed by the Parties. This Agreement will prevail over any of Buyer's general terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and does not serve to modify or amend this Agreement. In the event of any conflict between these T&Cs and the Quote, these T&Cs shall govern, unless the Quote expressly states that the terms and conditions of the Quote shall control.

1. INDEPENDENT CONTRACTORS. Neither the transactions contemplated by the Agreement or any other document between the Parties are intended to constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind. The Parties shall act as independent contractors at all times and neither Party shall act as an agent for the other, and the employees of one Party shall not be deemed employees of the other Party.
2. SHORTAGES AND DEFECTS OF GOODS: Buyer will be deemed to have accepted the Goods unless MCA is notified in writing of the rejection of any unit of the Goods within three (3) days of receipt. Any claim of shortages or defects must be made within three (3) days of delivery to Buyer. Claims must be provided to MCA in writing and must detail for MCA the specific reason(s) for rejection. Buyer shall afford MCA prompt and reasonable opportunity to inspect all Goods against which any claim is made. Buyer shall not return any Goods to MCA without prior authorization. After MCA has reviewed the rejection notice and authorized the return, Buyer will return the rejected Goods to MCA (or MCA's designee) in the same condition as when it was received. All returns must be in the original container and packaging along with all accessories and instructions included must be shipped freight prepaid. Notwithstanding the foregoing, (a) in the event MCA reasonably determines that the basis for rejection relates to a matter covered by a Manufacturer Warranty, MCA shall have no liability under this Section other than to inform Buyer of such determination.
3. PRICING AND PAYMENT: Pricing for the Services or the Goods, or the manner or method by which such prices shall be set or finally determined, shall be set forth in the Quote. All quotations reflect U.S. Dollars. Buyer acknowledges that prices may fluctuate due to manufacturer costs, supply chain variances or Force Majeure Events (hereinafter defined). As such, MCA reserves the right to adjust prices accordingly and/or cancel Quotes at any time. MCA will make reasonable effort to provide Buyer timely notice of such changes. The right to refuse to accept any Quotes for any reason is reserved by MCA even if a previous quotation has been made. All payments must be made in U.S. Dollars. Payment shall be due and payable no later than thirty (30) days from the date of invoice. If Buyer makes payment by check, the check must be drawn on a US bank. Payment shall not be deemed received by MCA for any purpose hereunder, including MCA's security interest in the Goods, until such time as MCA receives cleared available funds. Each Quote, assuming due fulfillment thereof, shall be considered a separate and independent transaction and payment therefor shall be made accordingly. Payment shall not be withheld on account of any claim by Buyer against MCA. Buyer shall not and acknowledges that it will have no right, under this Agreement or any other agreement, document, or law to withhold, offset or debit any amounts owed or due to MCA or any of its Affiliates against any other amount owed or due to MCA or any of its Affiliates under any other document or agreement. If Buyer disputes any portion of a MCA invoice, Buyer shall pay the undisputed portion when due and MCA and Buyer shall work in good faith to resolve the dispute as to the balance within thirty (30) days from notice of the disputed portion, at which point Buyer agrees to pay that portion whether an agreement has been reached or otherwise. Any invoiced amount which is not paid in accordance with this Agreement shall be considered overdue. Nonpayment or delay in payment by Buyer shall be considered a breach of the Agreement. If services, installation and/or shipments (as applicable to a particular Quote) are delayed by the Buyer, payments shall be due on the date when MCA is prepared to perform (or cause a third party to perform). Goods held for the Buyer shall be at the risk and expense of the Buyer. Goods shipped as exchanges will be invoiced for full value until the exchange is complete and Goods has been returned to MCA in good and working condition, at which point a credit for the full value will be given to Buyer. If the financial condition of the Buyer at any time does not, in MCA's sole and absolute discretion, justify continuance of performance or shipment on the terms of payment specified, MCA may require full or partial payment from the Buyer in advance. In the event of bankruptcy or insolvency of the Buyer, or in the event any proceedings are brought by or against the Buyer under any bankruptcy or insolvency laws, MCA shall be entitled to cancel any Quote then outstanding and shall receive reimbursement for any expenses incurred by it in connection with such cancellation and any applicable cancellation charges.
4. STANDARD TERMS WITHOUT CREDIT: If Buyer has not established preliminary credit with MCA, prepayment of the full amount of any invoice is required, unless such requirement is waived by MCA in its sole and absolute discretion.
5. STANDARD TERMS WITH CREDIT:
   a. Up to $50,000.00 – within Net thirty (30) days after date of invoice submitted by MCA.
   b. Over $50,000.00 may require the below milestone payments:
      - 40% down once a Quote is accepted by MCA
      - 50% once materials shipped for Buyer's use
      - 10% within thirty (30) days of the earlier of invoice or completion of installation, if applicable.
6. NON-STANDARD CREDIT TERMS: Negotiable prior to Quote acceptance.

7. NON-STANDARD PAYMENT TERMS: Non-standard payment terms which include cash payments and credit card payments by customers with credit terms with MCA, may be subject to convenience fees, in MCA's sole and absolute discretion.
8. LATE FEES: MCA shall be entitled, without prejudice to any of its other rights or remedies, after a seven (7) day grace period, to charge Buyer interest at the rate of 1.5% on any past due amount.
9. TAXES: The prices stated in any quote or Quote may not include any provision for sales, use, excise, or similar taxes. The amount of any and all such present or future taxes or other government charges applicable to the Services and, if applicable, the Goods will be added by MCA to the sales price and shall be paid by the Buyer, unless Buyer provides MCA with a tax-exemption certificate acceptable to the taxing authority. If MCA is required to pay or bear the burden of any excluded tax, the prices set forth herein shall be increased by the amount of such tax and any interest or penalty assessed, and Buyer shall pay to MCA the full payment of any such increase no later than ten (10) days after receipt of invoiced charges.
10. SECURITY INTEREST. Buyer grants to MCA a purchase money security interest in the Goods, including any software provided hereunder, and to the proceeds thereof until the full price and all other liabilities due to MCA are satisfied. Upon any default or breach by Buyer hereunder and to the extent applicable, MCA shall have all of the rights and remedies of a secured party under the Uniform Commercial Code or other applicable law, which rights shall be cumulative. Buyer hereby authorizes MCA to take any and all steps it determines are necessary to cause its security interest to be maintained and perfected, including, without limitation, the filing of any financing statements, and any amendments and/or renewals thereof. MCA shall have the right to enter Buyer's premises and repossess and remove any Goods if full payment has not been timely received by MCA.
11. DELIVERY: Unless otherwise specifically stated in an agreement signed by the Parties, delivery of all Goods shall be FOB MCA's shipping facility or at MCA's option, FOB point of manufacture. The Goods shall be delivered to the delivery address stated in the Quote. Shipping or delivery dates are best estimates only. in either case during the Buyer's usual business hours. MCA will arrange for ground shipment through a carrier of its choice unless a specific carrier has been mutually agreed upon in writing by both Buyer and MCA. All shipping charges will be prepaid by MCA and subsequently added to the Buyer's invoice. Title and risk of loss or damage shall pass to Buyer upon MCA's delivery of the goods to a common carrier or other delivery agency for shipment to Buyer. MCA assumes no liability in connection with shipment nor shall the carrier in any way be construed to be an agent of MCA. MCA shall not be liable for any damages or penalty for delay caused by transportation or failure to give notice of such delay. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, if applicable, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course. If MCA is unable to make deliveries as specified by Buyer, MCA shall notify Buyer immediately. Upon MCA's notification to the Buyer of delivery, or upon storing the Goods at the Buyer's request, the Buyer is deemed to have accepted the Goods, and thus, the ownership and all associated liabilities for the Goods. Upon delivery, any and all risks related to the possession, use, or maintenance of the Goods shall be borne solely by the Buyer. Insurance is the sole responsibility of the Buyer. MCA is not responsible for procuring insurance for the Goods, and the cost of any insurance coverage will not be included in the Product price unless explicitly requested by the Buyer at the time of Quote acceptance. Should the Buyer request MCA to insure the Goods, the associated costs will be added to Buyer's invoice. MCA reserves the right to make deliveries in installments and the contract shall be severable as to such installments. Delivery delay or default of any installment shall not relieve Buyer of its obligation to accept and pay for remaining deliveries.
12. INSPECTION: MCA shall take any steps necessary to comply with any reasonable request by the Buyer to inspect or test the Goods prior to installation. If as a result of inspection or testing the Buyer is not satisfied that such Goods will perform as anticipated per the written guidelines of the applicable manufacturer of any particular Goods (each, a "Manufacturer"), and if the Buyer so informs MCA within three (3) days of inspection or testing, MCA shall take commercially reasonable steps as are necessary to ensure compliance. Failure to so inform MCA within such three (3)-day period shall constitute Buyer's irrevocable waiver of its rights under this Section.
13. CANCELLATION. In the event of a cancellation by Buyer for any reason, Buyer will be responsible for payment to MCA for all Goods received, all non-cancelable goods on order with third-party suppliers, as well as Services provided up to the date of cancellation as follows:
    a. Goods: Buyer will pay the full price for all Goods that have been delivered and received, or which are in transit, whether to the project site or as Offsite Stored Materials, through the date that notice of cancellation is received by MCA. These Goods will be invoiced at the previously agreed-upon rates and payment will be made within 30 days of the date of invoice.
    b. Goods on Order and Non-Cancelable: Buyer will pay the full agreed upon price for all Goods that have been ordered specifically for the project and which cannot be canceled or returned for full reimbursement. This includes any custom-made items or materials that were procured for the project. These Goods will be invoiced at the previously agreed-upon rates and payment shall be made within 30 days of the date of invoice.
    c. Services Provided: Buyer will pay for all Services rendered by MCA up to the date notice of project cancellation is received by MCA. The Services will be invoiced at the previously agreed-upon rates and payment will be made within thirty (30) days from the date of the invoice. Services provided include but are not limited to consultation, design, installation labor, project management, subcontracted services and any other services outlined in the Agreement.
    d. Returnable or Cancelable Goods: May be returned at Buyer's expense and may be subject to restocking charges. Programmed Goods may be returned at MCA's discretion and will be subject to a reprogramming fee.
14. WARRANTY:
    a. MANUFACTURER'S WARRANTIES. Manufacturers of the Goods provide warranties, including, a software warranty and a license warranty, of varying periods and coverage (collectively, "Manufacturer Warranties"). Written copies of Manufacturer Warranties are available upon request. Buyer acknowledges and agrees that MCA shall have no obligation whatsoever in respect of Manufacturer Warranties and makes no warranty with respect to any goods or supplies supplied by any third party.
    b. LIMITED SERVICES WARRANTY. MCA warrants to Buyer that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the Agreement ("Limited Services Warranty"). The Limited Services Warranty shall survive for a period of twelve (12) months following the date Services commences (the "Warranty Period"). The Limited Services Warranty is not assignable or transferrable to any third party (including any Affiliate of Buyer).
    c. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED SERVICES WARRANTY, MCA MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES AND/OR ANY GOODS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY OF TITLE; (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (E) OTHER WARRANTY WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

d. WARRANTY CONDITIONS. MCA shall not be liable for a breach of the Limited Services Warranty unless: (A) Buyer gives written notice of breach thereof, reasonably described, to MCA within twenty (20) days of the time when Buyer discovers or ought to have discovered the breach and such notice is given during the Warranty Period and (B) MCA reasonably verifies Buyer's claim that the Services was defective. MCA shall not be liable for a breach of the Limited Services Warranty if (I) Buyer makes any further use of such Goods after giving such notice; (ii) the defect arises because Buyer failed to follow MCA's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods; or (iii) Buyer alters or repairs such Goods without the prior written consent of MCA.

e. EXCLUSIVE REMEDIES. Subject to Buyer's compliance with the paragraph titled "Warranty Conditions" above, Buyer's sole and exclusive remedy for breach of the Limited Services Warranty shall be, in MCA's sole discretion, (i) to repair or re-perform the applicable Services or (ii) to credit or refund the price of such Services at the pro rata contract rate. SUCH REMEDY SHALL BE THE BUYER'S SOLE AND EXCLUSIVE REMEDY AND MCA'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED SERVICES WARRANTY.

15. AFFILIATES. MCA reserves the right, without prior notice to Buyer, to provide any Goods through, or cause any of its obligations under this Agreement to be performed by any of its Affiliates. In such case, the work shall be treated as a separate agreement between the Buyer and Affiliate, governed by the Agreement with the Affiliate taking the place of MCA for all purposes herein. Buyer is to make payment directly to the Affiliate for such Quotes. For the purposes of this Agreement, "Affiliate" shall mean, with respect to a Party, any entity which owns or controls, is owned or controlled by, or is under common ownership or control with, such Party. In addition, MCA may subcontract the Services to be provided to Buyer to a third party without Buyer's consent, provided that such subcontracting will not release MCA from any of its obligations under the Agreement.
16. FORCE MAJEURE: MCA shall not be responsible for any failure to perform due to causes beyond its reasonable control, such as, but not limited to, acts of God, flood, fire, earthquake, explosion, acts of the Buyer, acts of civil or military authority, war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, embargoes or blockades, national or regional emergency, judicial action, pandemic, epidemic, default of subcontractors or vendors, labor disputes, accident, failure or delays on transportation, and inability to obtain necessary power, labor or materials (each, a "Force Majeure Event"). In the event of any delay due to such causes, or other difficulties, (whether or not similar in nature to any of those specified) the date of delivery shall be extended for a period equal to the time lost.
17. GOVERNMENT CONTRACTS: In the event that the Buyer's customer is the United States Government, the Services and, if applicable, Goods are purchased as Commercial Services or Commercial Goods, respectively, under the Federal Acquisition Regulation ("FAR"), and MCA will agree to comply with, if applicable, FAR 52.212-5 (Contract Terms and Conditions Required to Implement Statutes or Executive Quotes—Commercial Goods and Commercial Services). Any other Government flow downs shall be negotiated by the Parties and agreed upon between the Parties in writing prior to acceptance of a Quote by MCA.
18. FCC AND OTHER GOVERNMENT MATTERS: Although MCA may assist in the preparation of FCC License Applications as a courtesy, Buyer is solely responsible for obtaining any licenses dictated under the FCC's rules and regulations or required by any other Federal, State or Local government agency. Neither MCA nor any of its employees is an agent of the Buyer in FCC or other governmental matters.
19. NON-SOLICITATION. MCA expends considerable resources including money, time, training, etc. to properly train and educate its employees. MCA experiences considerable financial and other harm when its employees are recruited and hired by customers. Therefore, Buyer agrees to not recruit or solicit any MCA employee until and after such employee has terminated his employment with MCA for a period of at least one (1) year. In consideration of MCA performing its services under this Agreement, Buyer acknowledges MCA's damages in such event and agrees to pay as liquidated damages for breach of this Section a one-time payment equal to five hundred (500) times the then standard technician hourly billable rate, which is currently $200/hour.
20. PATENT, COPYRIGHT AND TRADEMARKS:
    a. COPYRIGHT AND MASK WORKS: Laws in the United States and other countries preserve for manufacturers certain exclusive rights, in the manufacturer's software incorporated into any Goods ("Manufacturer's Software") or included in Services, mask works and other works of authorship furnished hereunder, including, without limitation, the exclusive rights to prepare work derived from same, reproduce copies in same and distribute copies of same. Such Manufacturer's Software, mask works and other works of authorship may be used in, and redistributed with, only the Goods which incorporate the same. No other use, including without limitation, the reproduction, modification, or disassembly of such Manufacturer's Software, mask works and other works of authorship or exclusive rights in same is permitted.
    b. REVERSE ENGINEERING: Buyer acknowledges manufacturer's claim that the Manufacturer's Software and Goods furnished hereunder contain valuable trade secrets of manufacturer and therefore agrees that it will not translate, reverse engineer, decompile, or disassemble, or make any other unauthorized use of such Manufacturer's Software and Goods. Since unauthorized use of such Manufacturer's Software and Goods will greatly diminish the value of such trade secrets.
    c. LOGOS AND TRADEMARKS: Buyer shall not have a right to use any trademarks, names, slogans, or designations of MCA or any manufacturer of Goods incorporated into or included in any Goods and/Services.
21. MUTUAL WAIVER OF SUBROGATION. Customer and MCA waive all rights against each other for damages caused by any loss, to the extent those losses are covered and paid by insurance, and except such rights as they have to proceeds of such insurance. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property. Except for damages covered and paid by insurance (for which the Parties have waived rights of subrogation, as outlined elsewhere in this agreement), the Parties agree that MCA's aggregate liability for all claims, suits, actions and proceedings, howsoever arising, directly or indirectly, under or relating to this agreement or its subject matter, including (but not limited to) those based on breach or rescission of contract or tort, shall not exceed, in the aggregate: (i) the fees paid by the Customer to MCA under this Agreement.
22. LIMITATIONS:
    a. LIMITATIONS OF MCA LIABILITY. IN NO EVENT SHALL MCA BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT IN RESPECT OF ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT MCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. NO ACTION SHALL BE GROUGHT FOR ANY BREACH OF THIS CONTRACT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION EXCEPT FOR MONEY DUE UPON AN OPEN ACCOUNT. Both Parties agree that this waiver of consequential damages is a material inducement to enter into this Agreement.
    b. MAXIMUM LIABILITY. IN NO EVENT SHALL MCA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE PURCHASE

PRICE OF THE PARTICULAR GOODS SOLD AND/OR SERVICES RENDERED HEREUNDER WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED.

c. EXCLUSIONS. Notwithstanding the foregoing, the limitations of MCA's liability set forth herein shall not apply to (i) liability resulting from MCA's willful misconduct and (ii) death or bodily injury resulting exclusively from MCA's acts or omissions.

d. INSURANCE: It is further understood that MCA is not an insurer, and that Buyer shall obtain and maintain all necessary and appropriate policies of insurance in respect of its obligations under this Agreement. MCA does not represent or warrant, and MCA hereby expressly disclaims any responsibility for, that Goods will avert or prevent occurrences, or the consequences therefrom, which are monitored, detected, or controlled with the use of the Goods sold herein.

e. NO REPRESENTATIONS. MCA's representatives are only authorized to fill in the blanks on any agreement, sales Quote or quote form governed by this Agreement. The issuance of information, advice, approvals, instructions or cost projections by MCA sales or service personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect MCA and Buyer's rights and obligations hereunder, unless that same is in writing and signed by an officer of MCA with the explicit statement that it constitutes an amendment to the Agreement.

23. INDEMNITY. MCA agrees to indemnify and hold harmless the Customer, including its officers, directors, and employees, from and against all losses, damages, expenses, and claims, up to the amount of the Quote, but only to the extent caused solely by the grossly negligent acts or omissions of MCA in the performance of Services. Buyer agrees to indemnify, defend, and hold harmless MCA, its officers, directors, and employees for any and all claims, including claims asserted by third parties, and against any and all liabilities, losses, damages, expenses, liens, claims, demands, actions, judgments, settlements, interest, awards, penalties, fines costs and expenses, including, without limitation, reasonable attorneys' fees, costs of collection, costs of recovering insurance, and costs of enforcing this indemnification provision for death, personal injury, or property damage arising out of any negligent act or omission of Buyer, except to the extent such claims are contributed to by (i) the negligence or willful misconduct of MCA. Any Party seeking indemnity hereunder agrees to (i) notify the other Party in writing of any claims as soon as reasonably practicable; (ii) allow the other Party to control the defense of any such claim and related settlement negotiations; and (iii) reasonably cooperate with the other Party in any defense actions.
24. GOVERNING LAW AND VENUE. This Agreement is governed by and construed in accordance with the laws of where the Project is located. In addition, the Parties hereto consent to the jurisdiction of any South Carolina state or federal court over any claims arising under or relating to this Agreement, or the relationship between them.
25. DISPUTES AND ATTORNEYS' FEES. The Parties shall attempt in good faith to resolve any disputes, controversy, or claim arising out of this Agreement by negotiation between the representatives of each Party who have the authority to settle the dispute. As a precondition to commencing litigation of any dispute which cannot be so resolved (other than the collection of money due on unpaid invoices), the Parties agree to participate in mediation with a mediator to be chosen by mutual agreement. If mediation is unsuccessful, any litigation shall take place in Spartanburg County South Carolina, United States of America, which shall be the exclusive forum for resolving the dispute, controversy, or claim. Each Party irrevocably and unconditionally waives any right to a trial by jury in respect to any legal action arising from this Agreement or any other agreement between the Parties. Should any dispute arise between the Parties regarding the interpretation, application, effect or enforcement of this Agreement, the prevailing party in any legal or arbitration proceedings commenced to resolve the dispute shall be entitled to costs and reasonable attorney's fees incurred in said legal proceeding.
26. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of each Party and its respective heirs, successors, and assigns. The Buyer shall not assign in whole or in part these T&Cs or any interest therein or any rights hereunder without the written consent of MCA, which shall not be unreasonably withheld or delayed. Any such assignment without consent shall be void. Notwithstanding the foregoing, MCA may assign this Agreement or any other agreement between the Parties, without consent in whole or in part, for the purposes of corporate reconstruction, reorganization, or analogous proceeding, or to (a) any Affiliate; or (b) a third party in the event of a merger, recapitalization, conversion, consolidation, other business combination or sale of all or substantially all of the assets of MCA to such third party.
27. NOTICES. All notices or communications (other than normal business communications) required by this Agreement, or desired to be given hereunder, shall be in writing addressed indicated in the applicable signature block hereto, and given by electronic or USPS mail, with delivery confirmation, or an overnight mail service that confirms delivery and shall be deemed to be given when received.
28. NON-WAIVER: The failure of MCA to insist, in any one or more instances, upon the performance of any such term, covenant or conditions of this Agreement or to exercise any right herein, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition or the future exercise of such right, but the obligation of the Buyer with respect to such future performance shall continue in full force and effect.
29. SEVERABILITY: If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
30. ENTIRE AGREEMENT. This Agreement, together with the Quotes and any Exhibits attached thereto, from time to time, sets forth the entire agreement and understanding between the Parties and supersedes all prior negotiations, agreements and understandings with respect thereto. No representations, statements, or inducements, oral or written, not contained herein shall bind either Party. This Agreement may only be amended by a written document duly executed between the Parties. No waiver, alteration or modification of the Agreement shall be binding on MCA unless in writing and signed by an authorized signor of MCA.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-566731-45561.730AS

Issued: 09/26/2024

Quote Expiration: 10/15/2024

Estimated Contract Start Date: 11/15/2024

Account Number: 327532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Celina Police Dept. - TX 3025 South Coit Road Celina, TX 75009 USA	Celina Police Dept. - TX 3025 South Coit Road Celina TX 75009 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Alex Jones Phone: (972) 382-2121 Email: ajones@celina-tx.gov Fax: (972) 382-3879

Quote Summary

Program Length	34 Months
TOTAL COST	$10,176.28
ESTIMATED TOTAL W/ TAX	$10,176.28

Discount Summary

Average Savings Per Year	$1,181.04
TOTAL SAVINGS	$3,346.28

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$3,392.10	$0.00	$3,392.10
Oct 2025	$3,392.09	$0.00	$3,392.09
Oct 2026	$3,392.09	$0.00	$3,392.09
Total	**$10,176.28**	**$0.00**	**$10,176.28**

Quote Unbundled Price:	**$13,522.56**
Quote List Price:	**$10,176.28**
Quote Subtotal:	**$10,176.28**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	28		$78.00	$78.00	$2,184.00	$0.00	$2,184.00
Fleet3B	Fleet 3 Basic	1	34	$253.46	$155.04	$155.04	$5,271.36	$0.00	$5,271.36
A la Carte Hardware									
100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1			$90.00	$90.00	$90.00	$0.00	$90.00
A la Carte Software									
80402	AXON RESPOND - LICENSE - FLEET 3	1	34		$16.18	$16.18	$550.12	$0.00	$550.12
80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	34		$61.20	$61.20	$2,080.80	$0.00	$2,080.80
Total							**$10,176.28**	**$0.00**	**$10,176.28**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic	11634	AXON FLEET - CRADLEPOINT IBR900-1200M-B-NPS+5YR NETCLOUD	1	1	10/15/2024
Fleet 3 Basic	70112	AXON SIGNAL - SIGNAL UNIT	1	1	10/15/2024
Fleet 3 Basic	71200	AXON FLEET - AIRGAIN ANT - 5-IN-1 2LTE 2WIFI 1GNSS BL	1	1	10/15/2024
Fleet 3 Basic	72034	AXON FLEET 3 - SIM INSERTION - VZW	1	1	10/15/2024
Fleet 3 Basic	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	10/15/2024
A la Carte	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	1	10/15/2024

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	11/15/2024	09/14/2027
Fleet 3 Basic	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	11/15/2024	09/14/2027
A la Carte	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	11/15/2024	09/14/2027
A la Carte	80402	AXON RESPOND - LICENSE - FLEET 3	1	11/15/2024	09/14/2027

Services

Bundle	Item	Description	QTY
Fleet 3 Basic	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	10/15/2025	09/14/2027
Fleet 3 Basic	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	10/15/2025	09/14/2027

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3025 South Coit Road	Celina	TX	75009	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	$30.00	$0.00	$30.00
Year 1	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	$693.60	$0.00	$693.60
Year 1	80402	AXON RESPOND - LICENSE - FLEET 3	1	$183.37	$0.00	$183.37
Year 1	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	$728.01	$0.00	$728.01
Year 1	Fleet3B	Fleet 3 Basic	1	$1,757.12	$0.00	$1,757.12
Total				**$3,392.10**	**$0.00**	**$3,392.10**

Oct 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	$30.00	$0.00	$30.00
Year 2	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	$693.60	$0.00	$693.60
Year 2	80402	AXON RESPOND - LICENSE - FLEET 3	1	$183.37	$0.00	$183.37
Year 2	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	$728.00	$0.00	$728.00
Year 2	Fleet3B	Fleet 3 Basic	1	$1,757.12	$0.00	$1,757.12
Total				**$3,392.09**	**$0.00**	**$3,392.09**

Oct 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	100807	AXON FLEET 3 - HUB RADAR CABLE KIT - STALKER DSR DUAL SL	1	$30.00	$0.00	$30.00
Year 3	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	1	$693.60	$0.00	$693.60
Year 3	80402	AXON RESPOND - LICENSE - FLEET 3	1	$183.37	$0.00	$183.37
Year 3	80460	TRUE UP - FLEET 3 BUNDLE TRUE UP	1	$727.99	$0.00	$727.99
Year 3	Fleet3B	Fleet 3 Basic	1	$1,757.13	$0.00	$1,757.13
Total				**$3,392.09**	**$0.00**	**$3,392.09**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

9/26/2024



CMC Government Supply

5200 KELLER SPRINGS RD
SUITE 522
DALLAS TEXAS 75248

Quote

Date	Quote No.
9/26/2024	24-356295

Bill To

accountspayable@celina-tx.gov
City of Celina Accts Payable
142 N Ohio St
Celina TX 75009

Ship To

Celina TX Police Department
PO
3025 S Coit Rd
Celina TX 75009

Quote is valid for 30 days unless stated otherwise below.

Terms	Rep	FOB
Due on receipt	DMG	ORIGIN

Item	Description	Qty	Price	Total
JTC-C-2001-3...	Jersey Claw 30”- Black Handle C-2001-30-B	1	379.99	379.99
JTC-CGS-2017	Jersey Claw Go Sling CGS-2017	1	89.99	89.99
SHIPPING	Shipping & Processing	1	39.85	39.85
BUYBOARD	BuyBoard Contract # 698-23 Price Quoted. ALL contract orders must clearly state "BUYBOARD CONTRACT ORDER" on the PO. BuyBoard contract pricing quoted is based on purchase order payment by EFT Direct Deposit. No purchasing, credit or debit card payments accepted at these quoted contract prices. CMC standard DUE ON RECEIPT of invoice payment terms apply.		0.00	0.00

Thank you for the opportunity to earn your business

Payment terms are DUE ON RECEIPT of the invoice and considered past due if payment has not been received within 20 days (3 weeks) for invoice payment via ACH / Direct Deposit. If you prefer to pay by check, a $52.00 Manual Payment Processing fee will be applied to each order. Add 4.5% for credit card payments.

Subtotal	$509.83
Sales Tax (8.25%)	$0.00
Total	**$509.83**

GTS TECHNOLOGY SOLUTIONS

GTS Technology Solutions, Inc.
9211 Waterford Centre Blvd Suite 275
Austin, Texas 78758
Phone: 512.452.0651

QUOTE

Quote Number: **Q-07907**
Quoted Date: 09/30/2024
Expiration Date: 10/30/2024
Account Exec: Kelli Petty
Inside Sales Rep: Jacob Jiongo
jacob.jiongo@gts-ts.com
(512) 681-6281
Terms: NET 30

QUOTE FOR:
City of Celina

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	FZ-55J2-00BM	Panasonic FZ-55 Toughbook	BSKU, Win11 Pro, Intel Core i5-1345U vPro (up to 4.7GHz), AMT, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, Intel UHD, 512GB OPAL SSD, Intel Wi-Fi 6E, Bluetooth, 4G EM7511, Dual Pass (Ch1:WWAN-GPS/Ch2:WWAN), Mic and Infrared 2MP Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat, CF-SVC512SSD3Y - 3 Year No Return of Defective Drive, CF-SVCLTNF3YR - 3 Year Protection Plus Warranty, CF-SVCPDEP3Y - 3 Year Premier Deployment, FZ-SVCFESGEN10 - Mobility Field Engineering Service	DIR-CPO-5225	1	$ 3,253.59	$ 3,253.59
2	FZ-VNF551W	Panasonic Contactless Smartcard Xpak For Fz-55 Mk1		DIR-CPO-5225	1	$ 97.17	$ 97.17

GTS
TECHNOLOGY SOLUTIONS

QUOTE

Quote Number: **Q-07907**

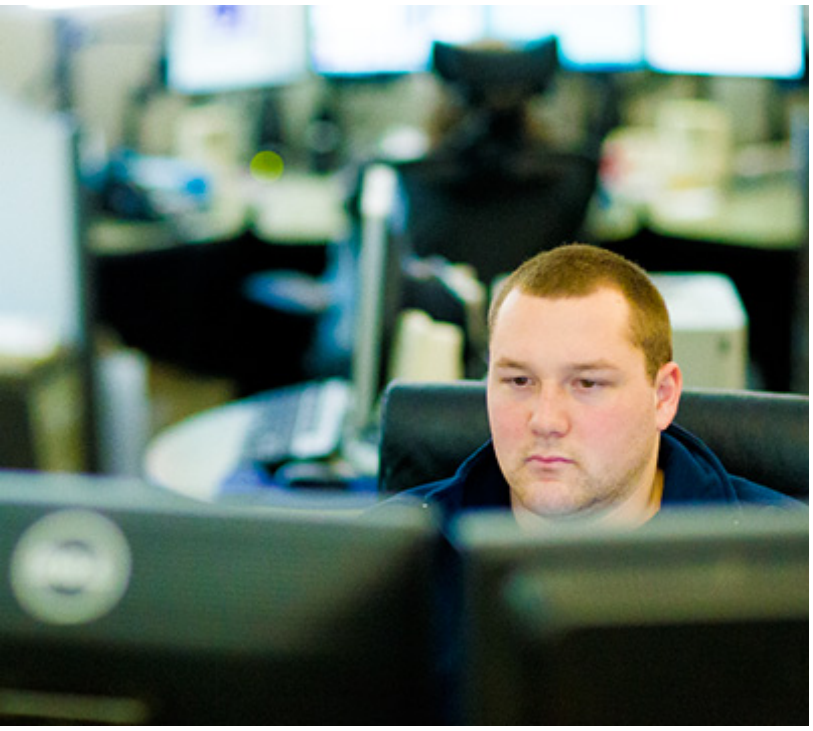
3	HA-55LVD2	Front Expansion Area PANASONIC : HAVIS DOCKING STATION WITH DUAL PASS-THROUGH ANTENNA FOR PANASONICS TOUGHBOOK 54 AND 55 RUGGED	DIR-CPO-5225	1	$ 793.80	$ 793.80
4	CF-LNDDC120	Lind 120 Watt 12-32 Volt Input Car Charger for CF-30, CF-31, CF-33, 4K Mk1, Mk2 (UT-M/FZ-Y1), CF-53 Mk4, CF-54, CF-SX2, CF-F9, CF-19, CF-20, CF-C2, CF-H2, CF-U1, FZ-G1	DIR-CPO-5225	1	$ 146.81	$ 146.81
5	MB03-19005GB-GA	Cradlepoint 3-Yr Netcloud Mobile Performance Essentials Plan And R1900 Router With Wifi (5G Modem), No Ac Power Supply Or Antennas, Global	DIR-CPO-4751	1	$ 1,919.00	$ 1,919.00
6	170635-000	Cradlepoint Ibr Series Vehicle Power Adapter	DIR-CPO-4751	1	$ 21.00	$ 21.00
7	170623-001	Cradlepoint Line Cord, 125V C7 1.8M (North America Type A); Used With 170869-000	DIR-CPO-4751	1	$ 9.74	$ 9.74

Prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. If a customer requests expedited or special delivery, causes carrier delays or requests redelivery, customer will be responsible for any additional charges for these services directly billed by the carrier. All prices are subject to change without notice. Supply subject to availability. Dell maintains a strict zero-return policy. Therefore, purchases of incorrect quantity, specifications, items, or configurations are non-refundable and non-returnable. Please ensure that you have reviewed your quote thoroughly.
This quote does not include the applicable sales tax for our commercial customers

Sales Total:	**$ 6,241.11**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 6,241.11**

MOTOROLA SOLUTIONS







CELINA, CITY OF

APX 8500

09/26/2024

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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09/26/2024

CELINA, CITY OF
142 N OHIO
CELINA, TX 75009

RE: Motorola Quote for APX 8500
Dear Alex Jones,

Motorola Solutions is pleased to present CELINA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Heath Quinnelly at heathquinnelly@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Heath Quinnelly
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA, CITY OF
142 N OHIO
CELINA, TX 75009
US

Quote Date:09/26/2024
Expiration Date:10/23/2024
Quote Created By:
Heath Quinnelly
Account Executive
heathquinnelly@callmc.com
214-280-1819

End Customer:
CELINA, CITY OF
Alex Jones
ajones@celina-tx.gov
6822299717

Contract: 22918 - TX DIR TSO-4101

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500						
1	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	1	$5,893.68	$4,302.39	$4,302.39
1a	G831AD	0681	ADD: SPKR 15W WATER RESISTANT	1	$66.00	$48.18	$48.18
1b	GA00250AA	0681	ADD: GNSS/BT-WIFI THRU MNT ANT, 17FT LOW LOSS PFP-100A/240, QMA	1	$110.00	$80.30	$80.30
1c	GA00580AA	0681	ADD: TDMA OPERATION	1	$495.00	$361.35	$361.35
1d	G51AT	0681	ENH:SMARTZONE	1	$1,650.00	$1,204.50	$1,204.50
1e	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	1	$288.00	$288.00	$288.00
1f	GA05509AA	0681	DEL: DELETE UHF BAND	1	-$800.00	-$584.00	-$584.00
1g	G892AB	0681	ENH:HAND MIC,GCAI WTR RESISTANT APX	1	$79.00	$57.67	$57.67
1h	G843AH	0681	ADD: AES ENCRYPTION AND ADP	1	$523.00	$381.79	$381.79
1i	G89AC	0681	ADD: NO RF ANTENNA NEEDED	1	$0.00	$0.00	$0.00
1j	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	1	$0.00	$0.00	$0.00
1k	QA03399AA	0681	ADD: ENHANCED DATA APX	1	$165.00	$120.45	$120.45

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	1	$0.00	$0.00	$0.00
1m	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	1	$567.00	$413.91	$413.91
1n	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	1	$717.00	$523.41	$523.41
1o	QA09113AB	0681	ADD: BASELINE RELEASE SW	1	$0.00	$0.00	$0.00
1p	W969BG	0681	ENH: MULTIKEY OPERATION	1	$363.00	$264.99	$264.99
1q	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	1	$330.00	$240.90	$240.90
1r	G996AS	0681	ENH: OVER THE AIR PROVISIONING	1	$110.00	$80.30	$80.30
1s	G66BN	0681	ADD: DASH MOUNT E5	1	$138.00	$100.74	$100.74
	Product Services						
2	LSV00Q00202A	9941	DEVICE PROGRAMMING	1	$121.43	$121.43	$121.43

Grand Total $8,006.31(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

STALKER radar

applied concepts, inc.

QUOTE #2094742

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Chris Frett, +1-972-801-4866, chrisf@a-concepts.com

Reg Sales Mgr: Michael Guinn, +1-972-213-0349, michaelg@a-concepts.com

Date: 09/26/24

Effective From : 09/26/2024 **Valid Through:** 12/25/2024 Lead Time: 80 working days

Bill To:	**Customer ID:** 107045	**Ship To:**	*FedEx Ground*
City of Celina 142 N Ohio St Celina, TX 75009-6201	Accounts Payable	Celina Police Dept 3025 S Coit Rd Celina, TX 75009-6219	Officer Alex Jones

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	1	807-0001-00	DSR 2X Radar with Fast Lock Remote	36	$3,401.00	$3,401.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	1	200-0965-50	2X Counting Unit, 1.5 PCB, ARM Processor		$0.00
2	1	200-1570-00	2X Modular OSC Display		$0.00
3	1	200-1468-00	Dual DSR Ka Antenna		$0.00
4	1	200-1468-01	2X Rear Antenna		$0.00
5	1	200-0919-00	2X Fast Lock Remote w/Screw Latch		$0.00
6	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
7	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
8	1	200-0648-00	Display Sun Shield		$0.00
9	1	200-1475-00	2021-2024 Tahoe Ant/CU/Display Combo Mount	$173.00	$173.00
11	1	200-1476-00	2021-2024 Tahoe Ka Band Rear Antenna Mount	$137.00	$137.00
12	1	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
13	1	155-2591-20	20 Foot Antenna Cable, IP67		$0.00
14	1	200-0622-01	2015-Present Tahoe VSS Cable Kit		$0.00
15	1	200-0619-00	2X Documentation Kit		$0.00
16	1	006-0094-00	Fan Noise Suppression Addendum - 2X		$0.00
17	1	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
18	1	060-1000-36	36 Month Warranty		$0.00
19	1	155-2211-00	Remote Display Interconnect Cable, 10'	$85.00	$85.00

Group Total $3,796.00

Product	$3,796.00	Sub-Total:	$3,796.00
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$0.00
Payment Terms: Net 30 days		**Total: USD**	**$3,796.00**

001

Vehicle Information:
2024 Chevrolet Tahoe SUV

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate	E 538
Date	/ /
Date Open	10/08/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	18:13:36	24 TAHOE PPV	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
	LABOR 118.30 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	118.30	4613.70
1.000	H36FRISCOBID THIS ESTIMATE IS BASED ON THE FRISCO POLICE DEPARTMENT BEST VALUE BID#2401-062 POLICE VEHICLE UPFITTING THAT WAS AWARDED TO HALOZ 36 ON MARCH 25, 2024.	0.00	
1.000	FEDVALR51J-PF3L-PKG PACKAGE VALOR LIGHTBAR - INCLUDES VALOR 51" TRICOLOR LIGHTBAR, TAHOE VALOR STRAP KIT, (PF400S17B) PATHFINDER 17 BUTTON CONTROL HEAD, 2- (ES100C) 100W / 200W DynaMax speaker 100W, (ESB-U) 2 SPEAKER BRACKETS	4920.00	4920.00
1.000	FEDVALR51J-PF3L VALOR 51" TRI-COLOR (RBW FRONT - RBA REAR) LIGHTBAR	0.00	
1.000	FEDHKB-TAH21-HP INCLUDED IN PACKAGE - LIGHTBAR MOUNTING KIT, Chevrolet Tahoe 2021-2022 Without roof rails, 51-in+ bars	0.00	
1.000	FEDPF400R INCLUDED IN PACKAGE - Siren/Light Controller with Remote 9-Button surface mount controller, 400 W	0.00	
2.000	FEDES100C INCLUDED IN PACKAGE - FEDSIG DYNAMAX SPEAKER	0.00	

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts.....	21900.83
Labor.....	4613.70
Subject Items	2692.41
Freight.....	975.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL **Continued**

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 538
Date / /
Date Open 10/08/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	18:13:36	24 TAHOE PPV	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description		Price	Amount
2.000	FEDDFC-SB-ES100C	INCLUDED IN PACKAGE - SPEAKER BRACKETS, PUSH BUMPER	0.00	
1.000	FEDOBDCABLE20-GMCA	OBDII TAHOE CABLE FEDERAL SIGNAL	142.86	142.86
1.000	FEDPFSPLTR-4	SPLITTER - 4 TO 1 - FEDERAL SIGNAL	39.68	39.68
2.000	FEDEXPMOD32	32-Channel Expansion Module	273.97	547.95
1.000	FED795H-EXTB-P	OPTICOM 795 emitter/bracket for attaching to PASSENGER-side mount of Valor®, Integrity®, Vision® SLR, Legend, Split Vision® SLR, Navigator®, Reliant™, and Allegiant® light bars	1788.65	1788.65
1.000	FEDDFC-PB-TAH21	PUSH BUMPER TAHOE - FEDERAL SIGNAL	605.79	605.79
1.000	FEDDFC-WC-TAH21	FEDERAL SIGNAL WIRE COVERS	38.10	38.10
1.000	FEDDFC-TC4L-1	TOP 4 LIGHT CHANNEL, CHEVY TAHOE - FED SIGNAL PUSH BUMPER	30.48	30.48
18.00	FEDMPS63U-RBW	MICROPULSE, Tri-Color, Red/Blue/White - 4 MOUNTED IN THE TOP CHANNEL OF PUSH BUMPER (4), 2 MOUNTED VERTICAL FLUSH TO SIDES OF PUSH BUMPER (2), 1 MOUNTED ON EACH SIDE FRONT BUMPER (2), 3 MOUNTED ON EACH SIDE ROCKER PANEL AREA (6), 2 MOUNTED ON SIDES OF REAR TAG (2), 2 MOUNTED REAR BUMPER (2) - 18 TOTAL	115.57	2080.26

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Parts.....	21900.83
Labor.....	4613.70
Subject Items	2692.41
Freight.....	975.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL **Continued**

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 538
Date / /
Date Open 10/08/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	18:13:36	24 TAHOE PPV	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
3.000	FEDMPSM6U-FPIU20SM 20 DEGREE BRACKETS, PAIR, MPS6U - USED FOR ROCKER PANEL LIGHTS - 3 PAIR TOTAL	19.72	59.15
2.000	FEDMPSW9-RBW UNDER MIRROR 180 DEGREE - Tri-color, (18) LEDs, Red/Blue/White, Clear lens	144.29	288.57
1.000	FEDMPSMW9-TAH21MIR UNDER MIRROR BRACKET FOR TAHOE - MPSW9	32.00	32.00
2.000	FEDXSM1-BRW-US XStream® SERIES - Blue/Red/White, Single head models with wire leads - 1 MOUNTED IN EACH REAR SIDE WINDOW - 2 TOTAL	125.71	251.43
2.000	FED416918-RBW MICROPULSE TRI R/B/W - CORNERS/FLASHERS - MOUNTED UNDER HATCH FOR REAR VISIBILITY WHEN HATCH IS OPEN - 2 TOTAL	67.31	134.62
1.000	FED416302 Grommet kit, PAIR, mounts (2) 416300 series in bottom of liftgate panel for auxiliary rear warning when liftgate is open, Chevrolet Tahoe, 2021-2022	20.29	20.29
5.000	FEDCOM3SRWC COMPARTMENT LIGHT, RED/WHITE, 6 LED, 3" round light, Clear lens, Separate control of colors, Two Color, Surface Mount - 2 MOUNTED IN PRISONER TRANSPORT (2), 2 MOUNTED IN INTERIOR OF HATCH (2), 1 MOUNTED IN DRIVER AREA - ALL NEED	48.26	241.30

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Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
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Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description		Price	Amount
	ROCKER SWITCHES - 5 TOTAL			
5.000	FEDCOM3FLANGEC	3-inch ROUND CHROME FLANGE for COM3 COMPARTMENT LIGHTS	9.96	49.80
1.000	NILROCKERSWITCH Round Toggle LED Switch 12V Car Truck Rocker On-Off Control		11.43	11.43
1.000	H36WIRING HARNESS	HALOZ 36 WIRNING HARNESS	487.04	487.04
1.000	SUBJECT PAINT	PAINT - CELINA PD - 4 DOORS	1764.71	1764.71
1.000	SUBJECT - GRAPHICS	GRAPHICS -CELINA PD	826.10	826.10
1.000	SUBJECT - TINT	WINDOW TINT - FRONT WINDOWS ONLY	101.60	101.60
1.000	PLAPP-2021-TAH-HAR Center Console "SHORTY with LOCK" for 2024 Tahoe. INCLUDES ARM REST PAD, ARMREST CUT IN HALF TO ALLOW FOR BLAC RAC AND AR WITH A 30 ROUND MAG, (1) aftermarket 12v plug, and USB/USB-c extension plug. *NOT compatible with full civilian console* - “Custom faceplate cutout for various Jotto brackets. 7.5W” x 9.5H”.		854.39	854.39
1.000	HAVPKG-PSM-3003 PEDESTAL MOUNT PREMIUM PKG TAHOE 2021+ HAVIS - INCLUDES: Heavy-duty vehicle-specific mounting base (C-HDM-1003), Heavy-duty height adjustable poles (C-HDM-202), Swing arms with motion adapters (C-MD-112), Side support arms add upper pole support (C-HDM-401) - (DOES NOT INCLUDE DOCKING STATION, MUST PURCHASE SEPARATELY)		718.33	718.33

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Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
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Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
1.000	JOT425-6666 FACEPLATE Federal Signal Pathfinder PF400R (Remote Head) - 3" Faceplate	41.23	41.23
1.000	JOT425-6295 PLACEHOLDER FACEPLATE TBD RADIO INSTALL - Motorola XTL 5000 O5 Remote Head/APX 7500 O5/APX6500/4500 Remote Head 3" Faceplate - JOTTO	41.23	41.23
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	68.57
1.000	PROP1300T21AOSB-R PRO-GARD - Single Compartment, Pro-Cell, 1/3 Partition, w/ Passenger Side Only Retractable Outboard Seat Belts	3388.93	3388.93
1.000	INVES-CM-UNIV-H36 ELECTRONIC STORAGE, CAGE MOUNTED, FRISCO PD LOGO. POLY COATED *THIS BOX PROTECTS THE INTEGRITY OF THE WIRING AND ELECTRICAL COMPONENTS FROM BEING DAMAGED*	293.03	293.03
1.000	PLAPPTAH2021L31D11CA Tahoe 2021-2024, high security, one 11" tall drawer (passenger side), sized for use with most full prisoner cages - PP-TAH-2021-L3-1D-11-CAG	2796.99	2796.99

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Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
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Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
1.000	PLAPPTAH20213RDL35X3 PP-TAH-2021-3RD-L3-5X36 - 21.5" wide x 5" x 36" 3rd drawer option with Simplex Push Button Lock	720.27	720.27
1.000	BLA8211-18101 KIT-WRS 1082-E-AR, Electronic, 8-Second Delay, 18" T-Channel (25018), Cold Wire (29002), 90° Bracket (27001), with 2 MA209 keys	688.19	688.19
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT	165.00	165.00
1.000	SETGK10271UHK SINGLE T-RAIL MOUNT - UNIVERSAL LOCK HANDCUFF KEY	355.27	355.27
1.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED EQUIPMENT: ALL CUSTOMER SUPPLIED EQUIPMENT IS ASSUMED TO BE BRAND NEW OR CONFIRMED TESTED TO BE FULLY FUNCTIONAL WITH ALL NECESSARY VEHICLE SPECIFIC CABLES AND BRACKETS - ANY TROUBLESHOOTING OR REPAIRING NON-FUNCTIONING CUSTOMER SUPPLIED EQUIPMENT WILL BE SUBJECT TO OUR NORMAL LABOR RATE *ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS*	0.00	

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TOTAL **Continued**

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Suite 301
Denison, TX 75020
469-860-6793

Estimate	E 538
Date	/ /
Date Open	10/08/2024

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CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	18:13:36	24 TAHOE PPV	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
1.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	975.00	975.00

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Authorized By

TOTAL **30181.94**

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:	Amber Adams
Date:	November 12, 2024
Re:	FY25 BMW Motorcycle Enhancements

Action Requested:
Consider and act to purchase two motorcycles with outfitting for the Police Department Traffic Unit from various vendors through a cooperative contract with Buyboard and the City of Fort Worth for an amount not to exceed $67,079.14. (Cullison)

Background Information:
The Police Department is requesting authorization to purchase two new BMW Motorcycles as enhancements to the Traffic Unit. These vehicles were approved as part of the FY25 budget.

Vendor	Item Description	Contract Number	Amount
BMW of North Dallas	2 BMW Model R1250RTP	City of Fort Worth, 24-0107	$65,023.88,
C4 Wraps	Graphics Wraps for 2 units	Open Market	$ 1,320.00
Axon	2 Signal Units (one time purchase)	In Current Contract	$ 735.68
		Total	$67,079.56

The purchases will be made via cooperative contracts. 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. Quote - Axon Signal Units Quote (one time purchase)
2. Quote - Decals
3. Quote - Motorcycle - Detailed Build Sheet
4. Updated Quote - Motorcycle Build Sheet
5. Agenda PP BMW vehicle

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 awarding the purchase as presented.

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-622716-45579.652AS

Issued: 10/14/2024

Quote Expiration: 10/31/2024

Estimated Contract Start Date: 11/01/2024

Account Number: 327532

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Celina Police Dept. - TX 3025 S. Coit Rd Celina, TX 75009 USA	Celina Police Dept. - TX 3025 S. Coit Rd Celina TX 75009 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: 602-751-1798 Email: asmith@taser.com Fax: (480) 463-2201	Jeremiah Phillips Phone: Email: jphillips@celina-tx.gov Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$735.68
ESTIMATED TOTAL W/ TAX	$735.68

Discount Summary

Average Savings Per Year	$0.00
TOTAL SAVINGS	$0.00

Payment Summary

Date	Subtotal	Tax	Total
Nov 2024	$735.68	$0.00	$735.68
Total	**$735.68**	**$0.00**	**$735.68**

Quote Unbundled Price:	**$735.68**
Quote List Price:	**$735.68**
Quote Subtotal:	**$735.68**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
A la Carte Hardware									
70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	2			$25.00	$25.00	$50.00	$0.00	$50.00
70112	AXON SIGNAL - SIGNAL UNIT	2			$279.00	$279.00	$558.00	$0.00	$558.00
A la Carte Warranties									
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	48		$1.33	$1.33	$127.68	$0.00	$127.68
Total							**$735.68**	**$0.00**	**$735.68**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
A la Carte	70112	AXON SIGNAL - SIGNAL UNIT	2	1	11/01/2024
A la Carte	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	2	1	11/01/2024

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	11/01/2025	10/31/2029

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	3025 S. Coit Rd	Celina	TX	75009	USA

Payment Details

Nov 2024

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
aDXRI0000009kBh	70112	AXON SIGNAL - SIGNAL UNIT	2	$558.00	$0.00	$558.00
aDXRI0000009kBh	70117	AXON SIGNAL - CABLE ASSEMBLY - SIGNAL UNIT	2	$50.00	$0.00	$50.00
aDXRI0000009kBh	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	2	$127.68	$0.00	$127.68
Total				**$735.68**	**$0.00**	**$735.68**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/14/2024



C4 Wraps LLC
3M Preferred Graphics Installer
3M-109876
2001 Central Circle
Suite 100
McKinney, TX 75069
(866) 249-7277

Estimate #3409

Created: 10/14/2024 09:35 AM CDT
Payment Term: On Receipt
Service Writer: Wes Carlin

Kyle Peck
The City of Celina (Police Department)
110 N. Colorado nSt
Celina, TX 75009
Mobile: (972) 382-2121
jphillips@celina-tx.gov

#	Services	Service Total
1	Police Bike 3 *Note: Celina PD motorcycle wrap* *Design on file* *Digitally printed and cut graphics on reflective cast vinyl*	$660.00
2	Police Bike 4 *Note: Celina PD motorcycle wrap* *Design on file* *Digitally printed and cut graphics on reflective cast vinyl*	$660.00

Estimates provided are an approximation of costs associated with your wrap service only. They are based on the anticipated work to be done. Unless noted in the estimate there are no cost associated for cleaning, detailing, repair, or modifications to you vehicle, wall, or other wrap area. Unexpected complications can cause some deviation from the original estimate. Such items include but are not limited to: delivering a dirty vehicle, minor repairs or modifications needed prior to applying your wrap, cluttered work spaces for installations preformed outside of our shop, and/or any other delays outside of our control that result in increase job times.

Vehicle Wraps - All Vehicles must be washed 24 hours prior to your scheduled wrap appointment regardless of weather conditions. A cleaning fee of $125 will be applied to dirty vehicles. DO NOT wash your vehicle the same day as your appointment.

Subtotal	$1,320.00
Tax	$0.00
Grand Total	**$1,320.00**
Paid To Date	($0.00)
REMAINING BALANCE	**$1,320.00**

Washing a vehicle the same day can result is delays of up to 24 hours and/or void warranties.

Wall and Store Front Wraps - We must have access to your building at the time of your installation appointment. Additionally, there must be adequate space for us to install your wall or store front wrap. Delays in installation due to inaccessible areas and/or cluttered work areas are out of our control (i.e. construction equipment, furniture and fixtures, store equipment or supplies, etc.) and can result in increase costs outside of this original estimate.

Deposits are non-refundable. Approved work must be completed within 14 days of your deposit.

You agree that we are not responsible for loss or damage to your vehicle, including loss of articles left in the vehicle, including, without limitation, in case of fire, theft, or any other cause(s) beyond our control. We are not responsible for any delays caused by unavailability of supplies or delays in delivery of supplies by the supplier or transporter.

You have the right to know of any deficiency that could jeopardize the look or appearance of your vinyl wrap or alter the warranty terms of your vinyl wrap. Additionally you have the right to know and approve any additional costs associated with your vinyl wrap. If additional costs exceed the authorized estimated amount, we must obtain your approval to proceeding with the job. We will keep you informed through the entire process and let you make any decisions needed prior to increasing the estimated cost.

You hereby authorize the work described in this estimate to be done along with the procurement of the necessary material(s), including permission to operate the vehicle. If any unforeseen circumstances arise that could increase the cost of this estimate, we will prepare a revised estimate providing the total revised cost.

C4 Wraps LLC
3M Preferred Graphics Installer
3M-109876
2001 Central Circle
Suite 100
McKinney, TX 75069
(866) 249-7277

Estimate #3409

Created: 10/14/2024 09:35 AM CDT
Payment Term: On Receipt
Service Writer: Wes Carlin

Signature _____

R 1250 RT-P Motor Pricing Form

(2023 Model Year)



	Color	Option Code
0	Night Black & Alpine White III	753
1	Night Black	716
0	Alpine White III (special order)	751
0	Black Blue (special order +60 days)	754
0	Saphir Blue (special order + 60 days)	755
0	Violet Blue (special order +60 days)	756
0	Glacier Silver Metallic (special order)	N99

BMW Motorcycles of North Dallas
900 K Avenue Plano, Tx 75074
Brien Mehler
brien@bmwmotorcyclesdallas.com
City of Fort Worth contract # 24-0107

Quotation: **Motorcycle**

CELINA PD **Option Code** **Retail Price** **$21,250.00**

		Option Code	Retail Price	
	Factory Special-Order Options - Plan 90-120 Days for Delivery			
0	Adaptive Headlight (includes 219)	134	$625.00	$0.00
0	Keyless Ride w/two transmitters	193	$375.00	$0.00
0	Gear Shift Assist Pro	222	$495.00	$0.00
0	Ride Modes Pro (includes 18B)	224	$215.00	$0.00
0	Chrome Exhaust (includes 19F)	340	$150.00	$0.00
0	Additional LED Headlights (driving lights)	562	$450.00	$0.00
0	PA Microphone	599	$595.00	$0.00
0	High Seat Black	610	$0.00	$0.00
0	Low Seat Black	776	$0.00	$0.00
0	Enhanced Smart Phone Connectivity	6NS	$250.00	$0.00
	The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518	$225.00	$225.00
1	Tire Pressure Monitoring	530	$225.00	$225.00
1	Cruise Control (standard feature)	538	$0.00	$0.00
1	Weather Protection	649	$195.00	$195.00
	Additional Labor Operations Provided by Dealer			
1	FMSA-MT-SSE SIDE STAND EXTENSION			$36.00
1	FMSA-EL-ACP ACC 1-3 CONNECTION PLUG			$9.50
1	FMSA-EL-RPP RADIO CONNECTION PLUG CODE A			$10.00
1	FMSA-EL-SCP SPEAKER CONNECTION PLUG			$9.50
1	FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS			$33.00
1	FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE			$26.95
1	FMSA-EA-USB FAIRING USB OULET			$49.00
1	FMSA-EA-LSF FIARING MOUNT POWER SOCKET			$45.00
1	FMSA-EL-RCP RADAR CONNECTION PLUG			$9.50
1	FMSA-MT-TFT-DSR STALKER COMPACTDISPLAY HEAD MOUNT			$49.00
1	FMSA-AMF-SSD STALKER FRONT RADAR ANTENNA MOUNT			$46.00
1	FMSA-RAM-OSD STALKER REAR RADAR ANTENNA MOUNT			$43.00
1	FMSA-NBTA-1+S BLUE TOOTH AMP			$129.00
2	FMSA-SBIC SADDLE BAG LID COVERS			$58.00

Units			
Units	Quotation valid for 60 days	**Total Price - Page 1**	**$22,448.45**
1	from date noted below.	**Total Price - Page 2**	**$3,499.16**
		Total Price - Page 3	**$748.34**
	Date of Quote:	**Parts From Other Suppliers - Page 4**	**$850.99**

	Dealer Basic Assembly / Preparation	**$3,975.00**
	Motorcycle Freight	**$990.00**
	Total Retail Price per Unit with Options	**$32,511.94**
0.00%	**State Sales Tax (if applicable)**	**$0.00**
	Total Retail Price per Unit with Options	**$32,511.94**

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:
CELINA PD

BMW Motorrad

Per		BMW P/N	Order #	Retail	Total Retail
	Blue ID Light Selection (1)				
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		$0.00	$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		$0.00	$0.00
Per	**Emergency Warning Lights (10)**	**BMW P/N**	**Order #**	**Retail**	**Total Retail**
5	Red LED-X Light	63 17 2 361 718	5	$135.00	$675.00
5	Blue LED-X Light	63 17 2 361 719	5	$135.00	$675.00
0	Amber LED-X Light	63 17 2 361 720	0	$135.00	$0.00
0	White LED-X Light	63 17 2 361 721	0	$146.00	$0.00
0	Green LED-X Light	63 17 2 450 782	0	$146.00	$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	$431.00	$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	$471.50	$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	$451.50	$451.50
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	$451.50	$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	$410.35	$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	$451.50	$0.00
	Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	$96.00	$576.00
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	$80.29	$160.58
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	$70.50	$141.00
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	$179.00	$179.00
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	$134.00	$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	$146.50	$0.00
	Dealer Installed Options / Retrofits				
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	$804.00	$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	$50.08	$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	$250.65	$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	$65.11	$0.00
2	LED Auxiliary Headlights Nano (order 2)	63 17 9 457 322	2	$203.00	$406.00
2	Bolt 6 x 40 (order 2)	63 12 7 699 141	2	$7.18	$14.36
2	M6 Hex Nut (order 2)	07 12 9 905 826	2	$4.36	$8.72
	Requires Activation by Dealer - No Code Needed				
	Convenience Options				
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	$111.46	$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 7 914 594	0	$390.14	$0.00
0	Heated Seat - Low	52 53 8 544 786	0	$740.20	$0.00
0	Heated Seat - High	52 53 8 544 792	0	$740.20	$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	$39.00	$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	61 43 2 408 594	1	$212.00	$212.00
0	Motorcycle Full Cover	71 60 2 450 408	0	$179.00	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

CELINA PD

Additional Accessories

Qty Per	Item Description Additional Accessories	BMW P/N	Order #	Retail	Page 3 Total Retail
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	$172.40	$0.00
0	Tank Top Bag	77 45 8 543 227	0	$318.00	$0.00
	Engine Protection				
1	Rocker Cover Protection	77 14 8 406 187	1	$325.00	$325.00
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	$171.25	$171.25
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	$4.30	$21.50
5	Grommet (order 5)	13 53 1 341 283	5	$3.68	$18.40
5	Bushing (order 5)	11 84 8 544 832	5	$7.21	$36.05
1	Bracket front (order 1)	11 84 8 532 937	1	$73.28	$73.28
1	Bracket Rear (order 1)	11 84 8 532 940	1	$91.66	$91.66
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	$3.68	$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	$2.24	$11.20

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
1	CHARGER PIGTAIL	61432411680	$ 24.99	$ 24.99
1	ASSAULT RIFLE MOUNT	FMSA-MT-RMBRH	$ 59.00	$ 59.00
1	ASSAULT RIFLE HOLSTER	FMSA-GL-ARM	$ 767.00	$ 767.00

R 1250 RT-P Motor Pricing Form

(2023 Model Year)



	Color	Option Code
0	Night Black & Alpine White III	753
1	Night Black	716
0	Alpine White III (special order)	751
0	Black Blue (special order +60 days)	754
0	Saphir Blue (special order + 60 days)	755
0	Violet Blue (special order +60 days)	756
0	Glacier Silver Metallic (special order)	N99

BMW Motorcycles of North Dallas
900 K Avenue Plano, Tx 75074
Brien Mehler
brien@bmwmotorcyclesdallas.com
City of Fort Worth contract # 24-0107

Quotation: **Motorcycle**

CELINA PD

		Option Code	Retail Price	
				$21,250.00
	Factory Special-Order Options - Plan 90-120 Days for Delivery			
0	Adaptive Headlight (includes 219)	134	$625.00	$0.00
0	Keyless Ride w/two transmitters	193	$375.00	$0.00
0	Gear Shift Assist Pro	222	$495.00	$0.00
0	Ride Modes Pro (includes 18B)	224	$215.00	$0.00
0	Chrome Exhaust (includes 19F)	340	$150.00	$0.00
0	Additional LED Headlights (driving lights)	562	$450.00	$0.00
0	PA Microphone	599	$595.00	$0.00
0	High Seat Black	610	$0.00	$0.00
0	Low Seat Black	776	$0.00	$0.00
0	Enhanced Smart Phone Connectivity	6NS	$250.00	$0.00
	The Options Below denote Standard Order Deck - Removal is only by Special Order - Option Delete			
1	Heated Seat	518	$225.00	$225.00
1	Tire Pressure Monitoring	530	$225.00	$225.00
1	Cruise Control (standard feature)	538	$0.00	$0.00
1	Weather Protection	649	$195.00	$195.00
	Additional Labor Operations Provided by Dealer			
1	FMSA-MT-SSE SIDE STAND EXTENSION			$36.00
1	FMSA-EL-ACP ACC 1-3 CONNECTION PLUG			$9.50
1	FMSA-EL-RPP RADIO CONNECTION PLUG CODE A			$10.00
1	FMSA-EL-SCP SPEAKER CONNECTION PLUG			$9.50
1	FMSA-EL-FFH FORNT FUSED POWER SCOCKET HARNESS			$33.00
1	FMSA-MT-LGAP LIDAR GUN HOLSTER ADAPTER PLATE			$26.95
1	FMSA-EA-USB FAIRING USB OULET			$49.00
1	FMSA-EA-LSF FIARING MOUNT POWER SOCKET			$45.00
1	FMSA-EL-RCP RADAR CONNECTION PLUG			$9.50
1	FMSA-MT-TFT-DSR STALKER COMPACTDISPLAY HEAD MOUNT			$49.00
1	FMSA-AMF-SSD STALKER FRONT RADAR ANTENNA MOUNT			$46.00
1	FMSA-RAM-OSD STALKER REAR RADAR ANTENNA MOUNT			$43.00
1	FMSA-NBTA-1+S BLUE TOOTH AMP			$129.00
2	FMSA-SBIC SADDLE BAG LID COVERS			$58.00

Units			
	Quotation valid for 60 days	**Total Price - Page 1**	**$22,448.45**
1	from date noted below.	**Total Price - Page 2**	**$3,499.16**
		Total Price - Page 3	**$748.34**
	Date of Quote:	**Parts From Other Suppliers - Page 4**	**$850.99**

	Dealer Basic Assembly / Preparation	**$3,975.00**
	Motorcycle Freight	**$990.00**
	Total Retail Price per Unit with Options	**$32,511.94**
0.00%	**State Sales Tax (if applicable)**	**$0.00**
	Total Retail Price per Unit with Options	**$32,511.94**

Note: Prices subject to change without notice. Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 2

See Special Notation Comment

Quotation for:
CELINA PD

BMW Motorrad

Per		BMW P/N	Order #	Retail	Total Retail
	Blue ID Light Selection (1)				
1	Standard Blue Pod-Mounted ID Lights - SID	63 17 2 361 717		$0.00	$0.00
0	Round Blue License Plate ID Lights - RID	71 60 2 452 897		$0.00	$0.00
Per	**Emergency Warning Lights (10)**	**BMW P/N**	**Order #**	**Retail**	**Total Retail**
5	Red LED-X Light	63 17 2 361 718	5	$135.00	$675.00
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0	Amber LED-X Light	63 17 2 361 720	0	$135.00	$0.00
0	White LED-X Light	63 17 2 361 721	0	$146.00	$0.00
0	Green LED-X Light	63 17 2 450 782	0	$146.00	$0.00
	Rear Duplex Emergency Warning Light (1)				
0	Duplex LED-X Red / Red	63 17 2 361 728	0	$431.00	$0.00
0	Duplex LED-X Blue / Blue	63 17 2 361 729	0	$471.50	$0.00
1	Duplex LED-X Red / Blue	63 17 2 361 730	1	$451.50	$451.50
0	Duplex LED-X Blue / Amber	63 17 2 361 731	0	$451.50	$0.00
0	Duplex LED-X Green / Green	63 17 2 450 783	0	$410.35	$0.00
0	Duplex LED-X Amber / Amber	63 17 2 450 784	0	$451.50	$0.00
	Take-Down (4) Alley (2) TS (2) BT (2) Saddlebag Light (1) Red ID (1)				
6	White Torus LED TDL/Alley	63 17 2 361 722	6	$96.00	$576.00
2	Auxiliary LED Turn Signals	63 17 2 361 725	2	$80.29	$160.58
2	Auxiliary LED Brake/Tail Light	63 17 2 361 726	2	$70.50	$141.00
1	Saddlebag LED Lights w/sensor switch	63 17 2 361 727	1	$179.00	$179.00
0	Red ID Lights (replacing blue ID lights)	63 17 2 361 724	0	$134.00	$0.00
0	Round Blue License Plate ID Light Kit	71 60 2 452 876	0	$146.50	$0.00
	Dealer Installed Options / Retrofits				
0	Shift Assistant Pro (hardware)	23 41 8 536 884	0	$804.00	$0.00
0	Shift Assistant Pro - Enabling Code	77 15 8 395 839	0	$50.08	$0.00
0	Ride Modes Pro - Enabling Code	77 53 8 395 840	0	$250.65	$0.00
0	Also Requires DTC Enabling Code	77 53 8 395 841	0	$65.11	$0.00
2	LED Auxiliary Headlights Nano (order 2)	63 17 9 457 322	2	$203.00	$406.00
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2	M6 Hex Nut (order 2)	07 12 9 905 826	2	$4.36	$8.72
	Requires Activation by Dealer - No Code Needed				
	Convenience Options				
0	Extra Ignition Key - No Keyless Ride	51 25 8 540 950	0	$111.46	$0.00
0	Extra Ignition Key - Keyless Fob Transmitter	66 12 7 914 594	0	$390.14	$0.00
0	Heated Seat - Low	52 53 8 544 786	0	$740.20	$0.00
0	Heated Seat - High	52 53 8 544 792	0	$740.20	$0.00
0	Tire Pressure Gauge	82 12 0 140 377	0	$39.00	$0.00
1	BMW Motorrad Battery Charger (2.5 Ah)	61 43 2 408 594	1	$212.00	$212.00
0	Motorcycle Full Cover	71 60 2 450 408	0	$179.00	$0.00

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

R 1250 RT-P Motor Pricing Form - Page 3

Quotation for:

CELINA PD

Additional Accessories

Qty Per	Item Description Additional Accessories	BMW P/N	Order #	Retail	Page 3 Total Retail
	Storage Options				
0	Saddlebag Liners (each)	71 60 7 704 109	0	$172.40	$0.00
0	Tank Top Bag	77 45 8 543 227	0	$318.00	$0.00
	Engine Protection				
1	Rocker Cover Protection	77 14 8 406 187	1	$325.00	$325.00
1	Sump / Engine Protection Guard (order 1)	11 84 8 532 939	1	$171.25	$171.25
5	Fillister Head Screws M6 x 20 (order 5)	07 12 9 908 076	5	$4.30	$21.50
5	Grommet (order 5)	13 53 1 341 283	5	$3.68	$18.40
5	Bushing (order 5)	11 84 8 544 832	5	$7.21	$36.05
1	Bracket front (order 1)	11 84 8 532 937	1	$73.28	$73.28
1	Bracket Rear (order 1)	11 84 8 532 940	1	$91.66	$91.66
0	C-Clip Nut M6 (have been included w/brackets)	07 14 7 693 887	0	$3.68	$0.00
5	Fillister Head Screws M8 x 25 (order 5)	07 12 9 907 382	5	$2.24	$11.20

Note: Prices subject to change without notice. Always verify accuracy of part pricing before submitting quotations.
Final price is always determined by the selling authorized BMW Motorcycle dealer.

Additional Accessories From Other Suppliers - Page 4

Qty	Description	PN	Price Each	Total Price
1	CHARGER PIGTAIL	61432411680	$ 24.99	$ 24.99
1	ASSAULT RIFLE MOUNT	FMSA-MT-RMBRH	$ 59.00	$ 59.00
1	ASSAULT RIFLE HOLSTER	FMSA-GL-ARM	$ 767.00	$ 767.00

FY 25 PD Police Department Traffic BMW R1250RT-P (x2)(Enhancement)

John Cullison
November 12, 2024



AGENDA OVERVIEW

- This is an enhancement to the Police Department Traffic fleet that was approved in the Fiscal 2025 adopted Budget.

•The motorcycles are being purchased through a cooperative contract.

- •With the addition of two new motorcycle officers, the purchase of motorcycles is essential for enhancing traffic enforcement.
- •The motorcycles come fully equipped from the factory, however the addition of a radar is necessary as each agency might use different makes.
- •These motorcycles will be dedicated to the Traffic Section officers for focused enforcement and responding to citizen complaints.

AGENDA OVERVIEW

- Motorcycle Model
  - 2023 BMW R 1250 RT-P, selected for its reliability, agility, and suitability for traffic enforcement..
- Vehicle outfitting
  - The selected vendor is BMW Motorcycles of North Dallas will build and maintain each motorcycle.
- Stalker Radar System (BuyBoard 608-20)
  - A two antenna stalker radar system will allow the officer in the vehicle to conduct traffic speed enforcement.
- Axon Trigger (open market)
  - Similar to all patrol vehicles the Axon trigger is necessary to activate the officers body camera once the motorcycle lights are activated. This will assist in reducing the number of actions by the officer when attempting to stop a violator.

AGENDA OVERVIEW

- **Graphics/Decals (open market)**
  - Graphics and decals are necessary to identify the motorcycle as law enforcement.



Item	Cost	Vendor	Contract
2023 BMW R1250 RT-P	65,023.88	BMW Motorcycle of North Dallas	City of Fort Worth
Stalker Radar System	7,420.00	Applied Concepts	BuyBoard
Axon Trigger	735.68	Axon	Open Market
Graphics/Decals	1,320.00	Syk Rides	Open Market

QUESTIONS?

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:	Amber Adams
Date:	November 12, 2024
Re:	Celina Police Department Crime Scene Vehicle (Enhancement)

Action Requested:
Consider and act to authorize the purchase of one (1) crime scene unit vehicle for the Police Department from various vendors and cooperative agreement in an amount not to exceed $46,900.83. (Cullison)

Background Information:
The Police Department is requesting authorization to purchase a Ford Ranger for the Police Department Crime Scene Unit. This vehicle is an enhancement and will be purchased through a cooperative contract. The camper shell will be purchased via the open market. The quote from The Warehouse (low response) does not include the installation of the camera, electric locks or 3rd brake light wiring, accordingly the quote from 12 Volt Pros is the lowest responsive quote.

Item		Cost		Vendor		Contract
2025 Ford Ranger		$38,405.84		Silsbee Ford		TIPS USA 210907
Camper Shell		$8,494.99		12 Volt Pros		Non (3 quotes)
Total		$46,900.83				

The City maintains an executed Interlocal Agreement with the 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. Staff Presentation
2. Vehicle Quote
3. Quote 3 - Camper Top - Selected Vendor
4. Quote 1 - Camper Top
5. Quote 2 - Camper Top

Financial Consideration:
Funding is available through the 2025 approved budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Authorize the purchase of the vehicle.

FY 25 PD Police Department Crime Scene Unit Vehicle

John Cullison
November 12, 2024



AGENDA OVERVIEW

- This is an enhancement to the Police Department Administrative fleet that was approved in the Fiscal 2025 adopted Budget.

- The Vehicle is being purchased through a cooperative contract.

    - The vehicle is an unmarked civilian vehicle with the addition of a “camper shell”
    - The vehicle will be utilized to transport crime scene processing equipment, transporting evidence from the crime scene and to the lab.
    - Currently the Police Department does not have a vehicle for the Crime Scene Unit.

Item		Cost		Vendor		Contract
2025 Ford Ranger		$38,405.84		Silsbee Ford		TIPS USA 210907
Camper Shell		$8,494.99		12 Volt Pros		Non (3 quotes)
Total		$46,900.83				

QUESTIONS?

PRODUCT PRICING SUMMARY

TIPS USA 210907 TRANSPORTATION VEHICLES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF CELINA
Contact: ALEX JONES
Email: AJONES@celina-tx.gov
Product Description: FORD RANGER

Prepared by: RICK BROWN
Phone: 409.659.1555
Email: RBROWN.SILSBEEFLEET@GMAI
Date: September 12, 2024

A. **Bid Item:** R4B — **A. Base Price:** $ 34,350.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2025 FORD RANGER CREW CAB	$ -	M7	EXTERIOR - CARBONIZED GRAY	
	4X4 UPGRADE	$ 3,645.00	AG	INTERIOR - BLACK CLOTH	
99H	2.3L ECOBOOST	$ -			
	POWER WINDOWS / LOCKS	$ -			
	REAR VIEW CAMERA	$ -			
	ALUMN WHEELS	$ -			

Total of B. Published Options: $ 3,645.00

Published Option Discount (5%) $ (182.25)

C.

Description	Bid Price	Options	Bid Price
1 ADDITIONAL KEY / FOB	$ 289.00		
LGL WINDOW TINT	$ 249.00		
FORD RANGER BED LOAD BRACKET	$ 139.59		
VN1WZ-2627726-A			
EQ SERVICES	$ 127.50		

Total of C. Unpublished Options: $ 805.09

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

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** FLEET DISCOUNT $ (212.00)

G. **Additional Delivery Charge:** 0 **miles**

H. **Subtotal:** $ 38,405.84

I. **Quantity Ordered** 1 **x H =** $ 38,405.84

J. **Trade in:**

K.

L. **Total Purchase Price Including TIPS Fee** $ 38,405.84

12 Volt Pros
310 N Collegiate Dr
Paris, TX 75460-4845 United States
team@12volt-pros.com | (903) 401-5116

Invoice #052290

Issue date
Oct 3, 2024

2024 Ford Ranger | SuperCrew | 59.6" Bed | DCU 23"

We look forward to working with you.

Customer
Alex Jones
City of Celina
ajones@celina-tx.gov
(972) 645-7983
3025 S. Coit Rd.
Celina, TX 75009

Invoice Details
PDF created October 3, 2024
$8,494.99

Deposit
Due Oct 11, 2024
$5,715.00

Balance
Due November 2, 2024
$2,779.99

Items	Quantity	Price	Amount
Accessory Labor *Installation of A.R.E. Topper (DCU 23") & Cargo Glide Bed Slide*	1	$950.00	$950.00
A.R.E. DCU Commercial Truck Cap *Optioned out per attached PDF Sent by A Jones*	1	$5,915.00	$5,915.00
Cargo Glide 1000lbs Payload - 75% Extension - Colorado/Canyon Full Width	1	$1,499.99	$1,499.99
Cargo Glide Discount w/ A.R.E.			-$120.00
Subtotal			$8,244.99
A.R.E Freight Handling			$250.00

Total Due $8,494.99

Deposit $5,715.00
Unpaid • Due on Oct 11, 2024

Balance $2,779.99
Unpaid • Due on Nov 2, 2024

Pay online

To pay your invoice go to https://squareup.com/u/qRRNlfTi
Or open the camera on your mobile device and place the QR code in the camera's view.

THE WAREHOUSE

200 S. Washington Street
Ardmore, OK 73401
580-226-2996

Estimate

DATE	ESTIMATE NO.
10/3/2024	1444445

NAME / ADDRESS
Alex Jones #593 Training Coordinator Cell 214-842-2089

Vehicle Info
24 Chev Colorado 61" NO PAINT MATCH

DESCRIPTION	QTY	COST	TOTAL
ARE DCU 23" Height in Grey, no paint match	1	2,450.00	2,450.00
Standard DCU interior	1	0.00	0.00
No windows	1	0.00	0.00
Hatchback lift rear door	1	320.00	320.00
Double Side Access Door, driver side	1	135.00	135.00
Double Side Access Door, pass side	1	135.00	135.00
Driver side toolbox with option 5 shelving	1	349.00	349.00
Pass side toolbox with option 7 shelving	1	342.00	342.00
Driver Side Fold Down Shelf	1	92.00	92.00
No fold down shelf on Pass side		0.00	0.00
Driver side double door rope light & Rival Light	1	380.00	380.00
Pass Side double door rope light & Rival Light	1	380.00	380.00
Rear door rope light and Aux Rival Light and prop switch	1	255.00	255.00
NO ladder rack	1	0.00	0.00
Power Lock on Rear door only - not wired to truck	1	222.00	222.00
Backup Camera with harness	1	425.00	425.00
DCG1000-5641 1000# Capacity CargoGlide	1	1,474.00	1,474.00
Install cargoglide to bed (no plastic bedliners). Mount camper shell to truck bed. We do not install camera or electric locks or 3rd brake light wiring.	1	175.00	175.00

TOTAL $7,134.00

Phone #	E-mail	Web Site
5802262996	todd@thewhseshop.com	www.thewhseshop.com

DFW TRUCK & AUTO ACCESSORIES - DALLAS
11600 N. STEMMONS
DALLAS, TX 75229
972-241-6443
www.dfwcamper.com
Sales Person Rusty "Wheels" Tyler

SALES QUOTE

Sell To:

CELINA POLICE DEPARTMENT
Home:
Business:

Customer ID	CU190794
Customer Type	
Dealer	
Dealer Sales Person	
P.O. Number	
P.O. Date	8/26/2024
Our Order No.	D342111
Stock No.	

Truck Color	Year	Make	Model	Cab	Bed	VIN No.
DNS	2024	CHEVROLET	COLORADO	CREW	5.5 FT	

Item No.	Mfg. Code	Variant Code	Description	Quantity	Unit Price	Total Price
2023CODXDD	ARE		DCU COMMERCIAL ALUMINUM TOPPER CHEVY COLORADO 23+ DC 5.5	1	8,020.00	8,020.00
LABOR			LABOR-INSTALLATION & SHOP SUPPLIES DFW INSTALLATION LABOR / SUPPLIES / HARDWARE	4	125.00	500.00
CG1000-5641	CARGOGLIDE		CARGOGLIDE 1000LBS 56 INCH LENGH X 42.5 WIDTH X 3.75 75% EXT	1	1,600.00	1,600.00
LABOR			LABOR-INSTALLATION & SHOP SUPPLIES DFW INSTALLATION LABOR / SUPPLIES / HARDWARE	1.6	125.00	200.00

Pricing is valid for 14 days from date of quote. After 14 days, all prices are subject to change based on current market condtions.

Subtotal:	**10,320.00**
Total Sales Tax:	851.40
Total:	**11,171.40**

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:	Amber Adams
Date:	November 12, 2024
Re:	Police Department Support Services Lieutenant Vehicle

Action Requested:
Consider and act to authorize the purchase of one Chevrolet Traverse for the Police Department's new Support Services Lieutenant from various vendors through cooperative agreements for an amount not to exceed $44,612.09. (Cullison)

Background Information:
The Police Department is requesting authorization to purchase one Chevrolet Traverse for the Police Department. This unit is an enhancement and will be purchased through a cooperative contract, with the outfitting purchased through an interlocal agreement with the City of Frisco.

Item		Cost		Vendor		Co
(1) 2025 Chevrolet Traverse		$38,977.75		Lake Country Chevrolet		TIP
Vehicle outfitting		$5,634.34		HALOZ36		Fri
	Total	$44,612.09				

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

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Vehicle Pricing Summary
3. Outfitting Pricing Summary

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 authorizing the purchase as presented.

FY 25 PD Support Services Lieutenant Vehicle

John Cullison
November 12, 2024



AGENDA OVERVIEW

- This is an enchancement to the Police Department Administrative fleet that was approved in the Fiscal 2025 adopted Budget.

- The Vehicle is being purchased through a cooperative contract.

    - The Support services vehicle is an unmarked civilian vehicle.
    - The vehicle will be utilized by the Lieutenant for training, transporting supplies, and taking new hires to places.
    - The outfitting of the vehicle is a emergency light package that is covert and would only be used in the event of an emergency and if the vehicle is to be utilized for traffic control.

Item		Cost		Vendor		Contract
(1) 2025 Chevrolet Traverse		$38,977.75		Lake Country Chevrolet		TIPS 210907
Vehicle outfitting		$5,634.34		HALOZ36		Frisco PD best value bid
	Total	$44,612.09				

QUESTIONS?

PRODUCT PRICING SUMMARY

210907 TIPS USA TRANSPORTATION VEHICLES

VENDOR- 5426 LAKE COUNTRY CHEVROLET, 2152 N. WHEELER STREET JASPER, TX 75951

End User: CITY OF CELINA
Prepared by: RICK BROWN
Contact: ALEX JONES
Phone: 409.659.1555
Email:
Email: RBROWN.SILSBEEFLEET@GMAIL
Product Description: CHEVROLET TRAVERSE
Date: October 14, 2024

A. **Bid Item:** 1nb56 **A. Base Price:** $ 38,175.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	2025 CHEVROLET TRAVERSE LT	$ -		EXTERIOR - STERLING GRAY	$ -
LKO	2.5L TURBO	$ -		INTERIOR - JET BLACK CLOTH	
	8 SPEED TRANSMISSION	$ -			
	POWER WINDOWS / LOCKS	$ -			
	BLUETOOTH	$ -			
	REMOTE START	$ -			

Total of B. Published Options: $ -

Published Option Discount (5%) $ -

C. **Unpublished Options [not to exceed 25%]** $= 0.0 %

Description	Bid Price	Options	Bid Price

Total of C. Unpublished Options: $ -

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

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** LT MODEL $ 248.00

G. **Additional Delivery Charge:** 317 **miles** $ 554.75

H. **Subtotal:** $ 38,977.75

I. **Quantity Ordered** 1 **x H =** $ 38,977.75

J. **Trade in:** $ -

K. **Total Purchase Price** $ 38,977.75

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 553
Date / /
Date Open 10/25/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	13:42:36	2024 TRAVERSE	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description		Price	Amount
	LABOR 118.30 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT		118.30	2129.40
1.000	H36FRISCOBID *****THIS ESTIMATE IS BASED ON THE FRISCO POLICE DEPARTMENT BEST VALUE BID#2401-062 POLICE VEHICLE UPFITTING THAT WAS AWARDED TO HALOZ 36 ON MARCH 25, 2024.*****		0.00	
1.000	FEDPW100H	PATHWAY SIREN/LIGHT CONTROLLER - HANDHELD,100 W	525.68	525.68
1.000	MAGMMSU-1	MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX	34.29	34.29
1.000	FEDES100C	DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	158.75	158.75
1.000	FEDESB-U	SPEAKER BRACKET UNIVERSAL - FEDERAL SIGNAL	25.40	25.40
1.000	FEDEXPMOD24	24 CHANNEL EXPANSION MODULE	235.71	235.71
1.000	FEDSIFMJS-UNIV-P3 VISOR LIGHTS - R/B/W - SpectraLux® ILS Low-Profile - MULTI-VEHICLE MOUNT - UNIVERSAL - FEDERAL SIGNAL		902.67	902.67
2.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE - 2 TOTAL		124.29	248.57
1.000	FEDMPSM6-GRL2 Pair of grille brackets, each bracket holds (1) MPS6U light behind grille, Chevrolet Tahoe, 2021 -2022		52.92	52.92

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts..... 3449.94
Labor..... 2129.40

Freight..... 55.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL

Continued

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate E 553
Date / /
Date Open 10/25/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	13:42:36	2024 TRAVERSE	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
1.000	FEDCNSMJ8R-P3C CN SignalMaster™ Directional Warning - R/A - B/A - REAR FACING WARNING STICK WITH TRAFFIC ADVISOR	857.90	857.90
1.000	FEDCNSM-UM MOUNTING - CN SIGNALMASTER - Multi-vehicle mount, internal/external use	47.36	47.36
2.000	FED416300-RB CORNER LIGHTS - FLUSH MOUNT - RED/BLUE - Dual-Color, Clear Lens, 12/24 Vdc - 1 MOUNTED ON EACH SIDE OF REAR BUMPER - 2 TOTAL	66.48	132.96
1.000	H36WIREHARNESS WIRING HARNESS	195.00	195.00
1.000	AMAFUSEBOX 12 WAY 12V FUSE BOX	32.73	32.73
1.000	H36INSTALL INSTALLATION OF CUSTOMER SUPPLIED EQUIPMENT - ***MOBILE RADIO CHARGER*** ALL CUSTOMER SUPPLIED EQUIPMENT IS ASSUMED TO BE BRAND NEW OR CONFIRMED TESTED TO BE FULLY FUNCTIONAL WITH ALL NECESSARY VEHICLE SPECIFIC CABLES AND BRACKETS - ANY TROUBLESHOOTING OR REPAIRING NON-FUNCTIONING CUSTOMER SUPPLIED EQUIPMENT WILL BE SUBJECT TO OUR NORMAL LABOR RATE *ALL INSTALLATION FEES HAVE BEEN INCLUDED IN ESTIMATED LABOR HOURS*	0.00	

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts..... 3449.94
Labor..... 2129.40

Freight..... 55.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL

Continued

Haloz36 Corp
7350 N FM 1417
Suite 301
Denison, TX 75020
469-860-6793

Estimate	E 553
Date	/ /
Date Open	10/25/2024

Sold To : 382-2121 972

CELINA POLICE DEPT
3025 S. COIT RD.

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	13:42:36	2024 TRAVERSE	FRISCO BID		

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
					0/0.0		

Qty	Description	Price	Amount
1.000	FRTFREIGHT-INCOMING FREIGHT INCOMING	55.00	55.00

I authorize the above up-fit/repair work, including sublet work, to be done along with necessary materials. You and your employees may operate above listed vehicle for purposes of testing, inspection or delivery at my own risk. An express Mechanic's Lien is acknowledged on above listed vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage, including weather related incidents to the above listed vehicle, or articles left in above listed vehicle. I acknowledge receipt of a copy hereof.

Parts.....	3449.94
Labor.....	2129.40
Freight.....	55.00

This estimate is good for 30 days following the estimate date. We appreciate the opportunity to earn your business.

Authorized By

TOTAL **5634.34**

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, Andy Glasgow, Director of Engineering, Dusty McAfee, Director of Development Services, Steve Walsh, Director of Parks and Recreation
Intiated by:	Andrew Figueroa
Date:	November 12, 2024
Re:	FY25 -Vehicle Enhancements for Development Services, Engineering & Parks

Action Requested:
Consider and act to authorize the purchase of three (3) vehicles for fiscal year 2025 for the Parks, Engineering and Development Services Department from Grapevine Dodge Chrysler Jeep through a cooperative contract with BuyBoard for an amount not to exceed $135,384 (Figueroa)

Background Information:
Staff request authorization to procure three vehicles for the Parks, Engineering and Development Services departments. All new 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	Department
DODGE 1500 CREW CAB	$45,614	MBudget ID 744	Building Inspector	Grapevine Dodge Chrysler Jeep	724-23	Development Services
JEEP GRAND CHEROKEE	$41,708	MBudget ID 841	Parks Staff	Grapevine Dodge Chrysler Jeep	724-23	Parks

DODGE 1500 CREW CAB	$48,062	MBudget 878	ID Construction Inspector	Grapevine Dodge Chrysler Jeep	724-23	Engineering

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 PARKS Dodge SUV
2. Grapevine Dodge DV Inspector Truck
3. CITY OF CELINA Engineering Inspector Dodge Truck
4. Presentation - FY25 VERF Replacements Dev. Serv. Parks & Engineering

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 three 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: KEVIN HELSEL

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: JEEP GRAND CHEROKEE 2 ROW

Date: 10/18/2024

A. Bid Series JEEP GRAND CHEROKEE

A. Base Price: 39,389

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
WLTH74	25 GRAND CHEROKEE 2WD 2R	-2425	23A	LAREDO 3.6L V6	524
PW7	WHITE	STD	AJX7	CLOTH CARPET ONLY	STD
ABR	TOW PACKAGE	965			
	NO BRAKE CONTROLLER				
				Total of B. Published Options:	-936

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
AMBER BLUE STROBES	1250		
3RD KEY	500		
TINT	300		
RUBBER FLOORMATS	375		
EXTINGUISHER/TRIANGLES	205		
		Total of C. Unpublished Options:	2,630

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: $41,308

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 $41,708

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: KEVIN HELSEL

Phone: 817-410-7541

Phone/Email:

Email: dthomas@grapevinedcj.com

Product Description: 1500 CREW DT 1902 1904 xcab 4X4 2025

Date: 10/18/2024

A. Bid Series 1500 CREW

A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT6L41	25 QUAD CAB 4X4	3351	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
CLF	RUBBER FLOORMATS	209	XCH	BRAKE CONTROLLER	286
DSA	ANTI SPIN AXLE	480		CLASS 4 HITCH	STD
				Total of B. Published Options:	4,326

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
3RD KEY	450	AMBER/BLUE 4 CORNER STROBES	1200
SPRAY BEDLINER	495		
TINT	300		
		Total of C. Unpublished Options:	2,445

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: $45,214

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 $45,614

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: KEVIN HELSEL Phone: 817-410-7541

Phone/Email: Email: dthomas@grapevinedcj.com

Product Description: 1500 CREW DT enhancement inspect xcab 4X4 2025 Date: 10/18/2024

A. Bid Series 1500 CREW A. Base Price: 38,218

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DT6L41	25 QUAD CAB 4X4	3351	23A	TRADESMAN 3.6L V6	STD
PW7	WHITE	NC	TXX8	VINYL INTERIOR	STD
CLF	RUBBER FLOORMATS	209	XCH	BRAKE CONTROLLER	286
DSA	ANTI SPIN AXLE	480		CLASS 4 HITCH	STD
ADB	SKID PLATES/TOW HOOKS	383			
				Total of B. Published Options:	4709

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
3RD KEY	450	AMBER/BLUE 4 CORNER STROBES	1200
SPRAY BEDLINER	495	3000 W INVERTER	1100
TINT	300	CROSS BODY TOOLBOX	965
		Total of C. Unpublished Options:	4,510

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:	$47,662
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	$48,062

FY25 New Vehicles for Development Services, Parks and Engineering

Andrew Figueroa
November 12, 2024



AGENDA OVERVIEW

- Authorize the purchase of three (3) vehicles for the 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	MBudget ID	Position	Vendor	Contract	Department
DODGE 1500 CREW CAB	$45,614	MBudget ID 744	Building Inspector	Grapevine Dodge Chrysler Jeep	724-23	Development Services
JEEP GRAND CHEROKEE	$41,708	MBudget ID 841	Parks Staff	Grapevine Dodge Chrysler Jeep	724-23	Parks
DODGE 1500 CREW CAB	$48,062	MBudget ID 878	Construction Inspector	Grapevine Dodge Chrysler Jeep	724-23	Engineering

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:	November 12, 2024
Re:	FY25 - Enhancement Compact Street Sweeper

Action Requested:
Consider and act to authorize the purchase a Flexigo 150 compact street sweeper for the Stormwater Department from Lonestar Municipal Equipment through a cooperative contract with Sourcewell for an amount not to exceed $163,935.00. (Figueroa)

Background Information:
Staff requests authorization to purchase one (1) Flexigo 150 compact street sweeper. This purchase will improve the city's capacity to maintain a cleaner downtown square for both residents and visitors of Celina. This versatile equipment is designed to navigate the tighter spaces that larger sweepers cannot reach, ensuring increased cleanliness in those areas.

The primary objective of this request is to acquire a compact street sweeper to service the downtown square and city-owned parking lots effectively. Funding for this purchase was approved in the fiscal year 25 budget for the Stormwater department, with MBudget ID #727. The acquisition will be made through Sourcewell Contract #093021-AEB.

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. Celina Flexigo150 Quote 10-28-2024
2. Flexigo 150
3. Presentation FY25 Compact Street Sweeper

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.

LONESTAR MUNICIPAL EQUIPMENT

Joshua Smith
City of Celina
10165 County Road 106
Celina, TX 75009

Mr. Smith,

We are pleased to quote you the following Flexigo 150 sweeper for your review:

Pricing per Sourcewell Contract #093021-AEB

Part Number	Description
617081	Flexigo 150 carrier vehicle
523337	Engine: Perkins 404J-E22TA-EuroMot 5 - 4 cylinder - 55kW (74 HP)
148157	Overload indicator rear axle
386917	ISRI high comfort air sprung seat with integrated 3-point belt with AGR signet
423143	Radio with Bluetooth hands free device, USB port, MP3 player
405647	Rear view camera with infrared night view
961507	Additional suction nozzle camera with infrared night view
366236	Reverse warning signal (supplier Cobo)
343188	Flexigo 150 transit speed 25 kmph
496122	Heated wing mirrors
898741	High pressure water unit 160bar - 11l/min, incl. 8m hose and hand lance
130346	Water fill hose 5m with Storz coupling
319613	LED headlights instead of standard halogen headlights
462884	2 additional LED working lights at cab roof
223394	LED beacon (in lieu of standard beacon) at the back of the cab
228368	Hydraulic ground pressure control front lifting (in lieu of standard spring)
226115	Anti-corrosion treatment chassis - Elaskon, recommended for winter use
396168	Central lubrication block, external, not for retro fitting
413601	Transport lock for articulated steering
940519	Vacuum indicator for suction tube (gauge in cabin) - for sweeper
411208	Standard paint finish RAL 9016 white
608481	All season tires 255/65 R16 with alpine symbol, incl. mudguard extension
91493	Spare wheel (tire + rim) - all season tire 255/65 R16
776625	29-piece tool kit in tool roll
541427	Preparation winter service for Schmidt spreader / sprayer
954472	Flexigo Sweeping Module, Selection of sweeping unit and hopper
557442	Hopper 1.5m³ made of aluminum & water recirculation system

508816	Sweeping unit 2-brush system (pulled), incl. suction nozzle
450696	Stand for hopper (quick change system)
104492	Rear bumper with 110mm distance
367388	LED Working lights on hopper rear
292066	Wander hose, flexible suction hose 4m, connected at hopper side panels
591741	Hydraulic inclination for right disc brush
836879	3rd front brush Flexigo 150 - V1
523427	Stand for 3rd front brush
654307	Splash guard for 3rd front brush
901560	Plastic Brush (Poly Bristles) – Front Brooms
295137	Steel Brush (Steel Bristles) for 3rd Broom (d=900mm)
	DEALER INSTALLED ITEMS BELOW:
TSA/SRZTA08	Slimline LED Traffic Arrow, Includes: Controller, Surface Mount 6 LED Strobe Light - Amber/Blue
SYFLAT6-AB	(4) - Surface Mount 6 LED Strobe Light - Amber/Blue

Quantity: 1	**FOB: Celina, TX**	**Total Price: $163,935.00**

Thank you for your consideration and please feel free to contact us should you have any questions or require further information.

Paul Folker

Lonestar Municipal Equipment
817.851.2243 Mobile
Paul@LonestarME.com



Flexigo 150

Sweeper

The smallest all-rounder in the Schmidt sweeper family is flexibly expandable and can be combined with many attachments and mountable equipment for both summer and winter road maintenance. With its comfortable articulated steering, high payload and a permissible gross vehicle weight of 7700 lbs, the Flexigo 150 can be used over a wide area - from streets to narrow alleys in pedestrianized areas.

Highlights

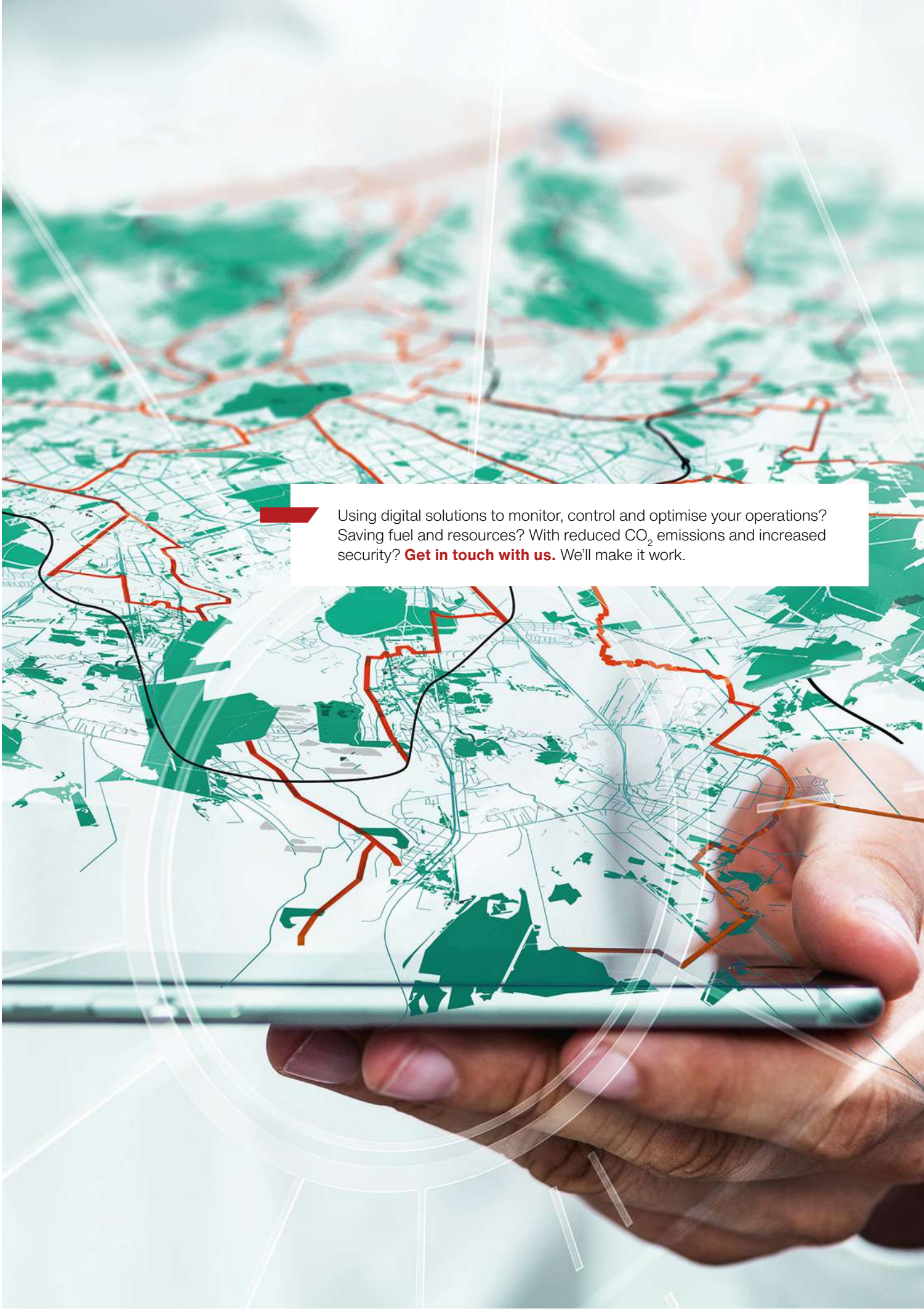
- **One device, numerous possibilities** - versatile and efficient utilization
- **Integrated quick-change system** for easy device change in shortest time
- **Increased productivity** through year-round utilization of the vehicle
- A **spacious cab**, excellent visibility and **ergonomic controls**
- Energy-efficient all-wheel drive **High Efficiency Traction Control** for low fuel consumption at maximum power

Your benefits

- **Versatile use:** The Flexigo 150 is flexibly expandable and can be combined with many types of attachable and mountable equipment.
- **Ease of driving:** Despite its **high payload** and 7700 lbs gross vehicle weight.
- **Best certification:** The Flexigo 150 meets the best level of PM10/PM2.5 certification with 4 stars and also carries the AGR seal of approval.
- **Unsurpassed comfort:** A spacious cab, excellent visibility, ergonomic controls, adjustable steering column and a sprung driver‘s seat with individual adjustment options.
- **Easy spare parts and warranty handling:** One manufacturer, many summer and winter maintenance machines.



We know how important it is that your machines and equipment are always ready to deploy. **Get in touch with us** about our range of tailored services and original spare parts.

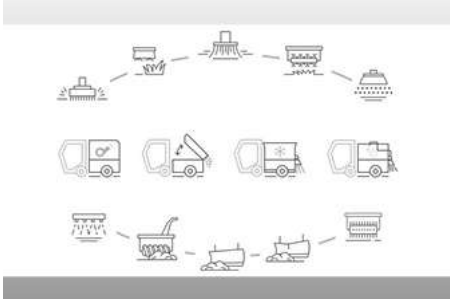


Using digital solutions to monitor, control and optimise your operations? Saving fuel and resources? With reduced CO_2 emissions and increased security? **Get in touch with us.** We'll make it work.

Performance features

Multi-functionality

The Flexigo 150 combines excellent sweeping characteristics and a high load capacity with the advantages of a multi-functional implement carrier. In addition to its use as a sweeper, other attachments and mounted implements, such as a scrub deck, mower/suction combination, snow plough or attachable and mounted spreader, allow it to be used all year round. The integrated quick-change system makes conversion simple, safe and fast.



- A further increase in productivity, through year-round utilisation of the vehicle
- Lower maintenance costs, thanks to a smaller vehicle fleet
- Wide range of possible applications

Sweeping

Innovative broom system

The Flexigo 150 is available with a professional 2-brush or optional 3-brush system. A good overlap between the brooms and the suction nozzle ensures that no material is left lying around even when driving around tight bends. The brush system is operated via a joystick integrated into the armrest, ensuring fatigue-free working. A hydraulic support pressure control for the front linkage is available as an option. This ensures optimum ground adjustment and reduces wear on the front brushes to a minimum.

Automatic collision protection of the front brushes

In the event of collision with an obstacle, the broom can move inwards. The nitrogen-filled hydraulic accumulators on the broom swivel cylinders ensure that the broom is automatically returned to its starting position.

Excellent suction power

In the case of coarse dirt and particularly difficult objects, the patented, unique airflow system builds up the air flow much more quickly than other solutions, resulting in excellent suction power.

Silent sweeping

The noise level was kept as low as possible despite the high power output. With a sound power level of 99 dB(A), cleaning is also possible at off-peak times.

Effective fine dust management

The Flexigo 150 has been tested according to the strict guidelines of the EUnited - European Engineering Industries Association. Outside the machine, the multi-stage dust binding system ensures that the air is low in fine dust. The fresh water system has a volume of 66 gallons. A powerful water pump supplies two spray nozzles on the disc brushes and four nozzles in the suction nozzle. A circulating water system is also fitted as standard. In this system, the circula-ting water from the hopper is fed directly back into the suction nozzle. This saves fresh water and the hopper capacity is used to the optimum. The collected waste material is both moistened and compressed and only clean and low-dust air is released into the environment. For this, the Flexigo 150 has been awarded 4 out of 4 stars in the PM10/PM2.5 certificate.

Large dumping height

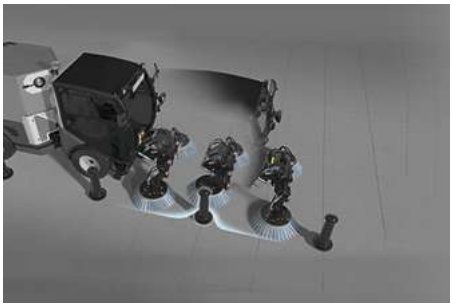
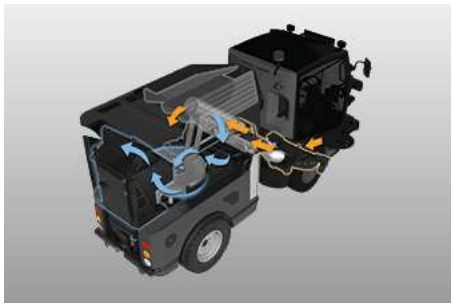
The dumping height of the hopper is 63 inches which allows emptying into all common dirt/waste containers.

Environmentally friendly weed control

An optional and extremely robust weed brush ensures effortless mechanical removal of weeds. The three-dimensional brush adjustment options always ensure optimum operating height to the ground.

Further highlights

- Manual suction hose: Connection on both sides of the debris hopper possible
- Optional three brush system: Sweeping width of up to 122 inches
- High pressure cleaner: 2320 PSI per minute
- Suction nozzle and rear view camera: For optimum overview during sweeping operations





- Excellent sweeping performance, thanks to intelligent brush system and patented airflow system
- Unique collision protection system minimises risk of damage
- Best accessibility of difficult to reach areas with many obstacles, thanks to flexible brush movement
- Optimum sound insulation
- Best level PM10/PM2.5 certification (4 stars)

Snow clearing and de-icing

The low centre of gravity, the compact dimensions, the high engine output of 75HP/55 kW and the permanent four-wheel drive, all ensure safe working and manoeuvring under even the most difficult conditions and in the tightest of spaces. The high payload of the Flexigo 150 allows the use of large-volume spreader bodies, thus extending operating times and operating distances.
Aebi Schmidt offers a wide range of attachments for professional winter services, such as snow ploughs, snow blowers, front sweepers and various spreaders and sprayers. High-quality and well thought-out technology reduces noise and vibrations during operation, thus increasing the user‘s comfort.

Attachments and mountable equipment for winter use:

- Snowplough
- V-snow plough
- Front sweeper
- Snow blower
- Silo mounted spreader with belt/auger conveyor system
- Flat silo mounted spreader with dual auger conveyor system
- Mountable sprayer








- One manufacturer, many winter maintenance machines - easy spare parts and warranty handling
- Sophisticated technology combined with innovative control
- All winter maintenance equipment offers the best possible corrosion protection

Wet cleaning and watering

Flooding

Under hot, dry and very dusty conditions, wet cleaning is an important and interesting alternative to sweeping. Equipped with a 60 inch wash bar, roads and pavements can be intensively cleaned with a low, medium or high pressure pump system.



Scrubbing

The combination of scrub deck and debris hopper turns the Flexigo 150 into a mechanical surface wet cleaner, with simultaneous dirty water extraction. Whether in a multi-storey car park or pedestrian zone, the special design allows cleaning close to the edges as well as targeted cleaning of inaccessible niches - without any problems. The scrub deck delivers very good and lasting cleaning results on a wide variety of surfaces.

Watering

Trees, plants, flower pots or borders can be watered efficiently with one watering arm. The watering arm has a large swivel range thanks to an innovative gear-joint arrangement. The working area is located to the left and right of and in front of the Flexigo 150 and is operated directly from the vehicle.



Green area maintenance

Mowing

The Flexigo 150 provides perfect results in green area maintenance. The combination of a front sickle mower and hopper enables mowing with simultaneous grass collection. The mowing unit with three blades guarantees a mowing ca-pacity of up to 18,000 y^2/h.



Mulching

With an attached front mulcher, green areas or roadsides can be mulched without any problems. The mowed material is shredded and evenly distributed on the spot. The robustly built mulcher is equipped with high-quality blades and is driven by the Flexigo vehicle hydraulics.



Transporting

The tailor-made tiltable loading area (198 gallon) can be used for transport at any time of the year. It consists of a robust steel construction with aluminum side panels that can be pulled out and upwards. The front wall is firmly anchored and the rear wall can be folded down for easier loading and unloading.



Ergonomics and comfort

User-friendly workplace

The spacious, vibration-damped cab with large windscreen, glazed doors and narrow cab frame gives the driver a panoramic view of working equipment and traffic. The wiper blades are positioned low down on the foot area, so there is no disturbance in the field of vision. The driver‘s seat is centred and guarantees the best all-round view and increased safety in everyday working life. Headroom is maximised and allows a comfortable sitting position even for tall drivers. The ventilation and air conditioning system with fine dust filter (class F8), as well as the noise insulation (max. 75 dB) contribute to a pleasant working environment.
The adjustable steering column, the air-sprung, adjustable driver‘s seat with lumbar support for a back-friendly seating position, the seat tilt and seat length adjustment, the three-point seat belt, the seat heating and the backrest tilt adjustment make the cab a modern, ergonomic workplace.
With the AGR (Campaign for Healthy Backs) seal of approval, the Flexigo 150 offers tested and certified ergonomics for a healthier workplace and driver.

Ergonomic operation of all elements

Simple and intuitive controls offer high flexibility for frequent driver changes and the ergonomically placed controls provide maximum operator comfort.

- Multi-functional display: Self-explanatory symbols on the control display make it easier for the operator to work with different implements.
- Joystick: The implements are operated via the joystick. This is integrated in the armrest of the comfort seat and ensures fatigue-free operation.
- Quick keys: The keypad located directly in front of the joystick displays the most important machine functions. Here, the operator can select in which working mode he wants to work and whether he wants to activate the brush pressure setting. The handbrake function is also located here.

Further highlights

- Easy access to the cabin
- Sliding windows on both sides

- LED worklights for a bright working environment
- Cabin lighting also with glare-free red light
- Cup/bottle holder
- Storage drawer









- Unsurpassed comfort: a spacious cab, excellent visibility, ergonomic controls, an adjustable steering column and a sprung driver‘s seat with individual adjustment options.
- Independently certified ergonomics - the Flexigo 150 has been awarded the "Campaign for Healthy Backs“ seal of approval.

Drive

The Flexigo 150 is equipped with a four-cylinder Common Rail Perkins diesel engine with 75 hp/55 kW and 2.2 litres capacity. It meets the latest environmental standards for minimum emissions and fine dust pollution. The transport speed is either up to 15 or 24 mph.
The patented Bosch Rexroth HET drive system 4 x 4 (" High Efficiency Traction Control“) guarantees optimum driving performance under the most difficult conditions, as well as low fuel consumption at maximum power. The HET automatically compensates for lack of traction on one or more wheels, thus ensuring optimum driving performance. It is also possible to stop and restart on a gradient of up to 30%, even with the full weight of 7700 lbs. The electronically con-trolled hydrostatic optimizes the interaction between engine and drive for maximum performance. The HET drive system shifts back and forth between the two speed levels completely automatically.

Modern vehicle technology

The vehicle frame is made of high-strength steel and ensures a light yet robust construction. The water tanks at the front and rear guarantee the best weight distribution for high driving stability. The articulated steering allows easy turning and maneuvering, even in tight spaces.
The fully suspended chassis and the large 16 inch wheels offer best driving comfort. Optional wide or grass tires are available for safe and powerful progress on any surface.
Special emphasis was placed on service and maintenance friendliness. The side maintenance flaps can be opened and provide quick and easy access to maintenance elements such as the oil dipstick or air filter.

Wide range of options

- High pressure water pump
- LED lighting package
- Rear view and suction nozzle camera
- Central lubrication point
- Radio with bluetooth hands-free function

IntelliOPS telematics platform

If you want to monitor, plan, control in real time, optimise or, for example, bill third parties for the activities of your Flexigo 150, then use the digital solutions on our IntelliOPS platform. IntelliOPS supports you in the efficient use of your individual machine as well as in a network with several machines, including those of other brands. Here you can find out more about our digital solutions and how you can use them in a way that is modular and adapted to your needs.

Gallery







Related products

Swingo 200+

Sweeper



eSwingo 200+

Sweeper



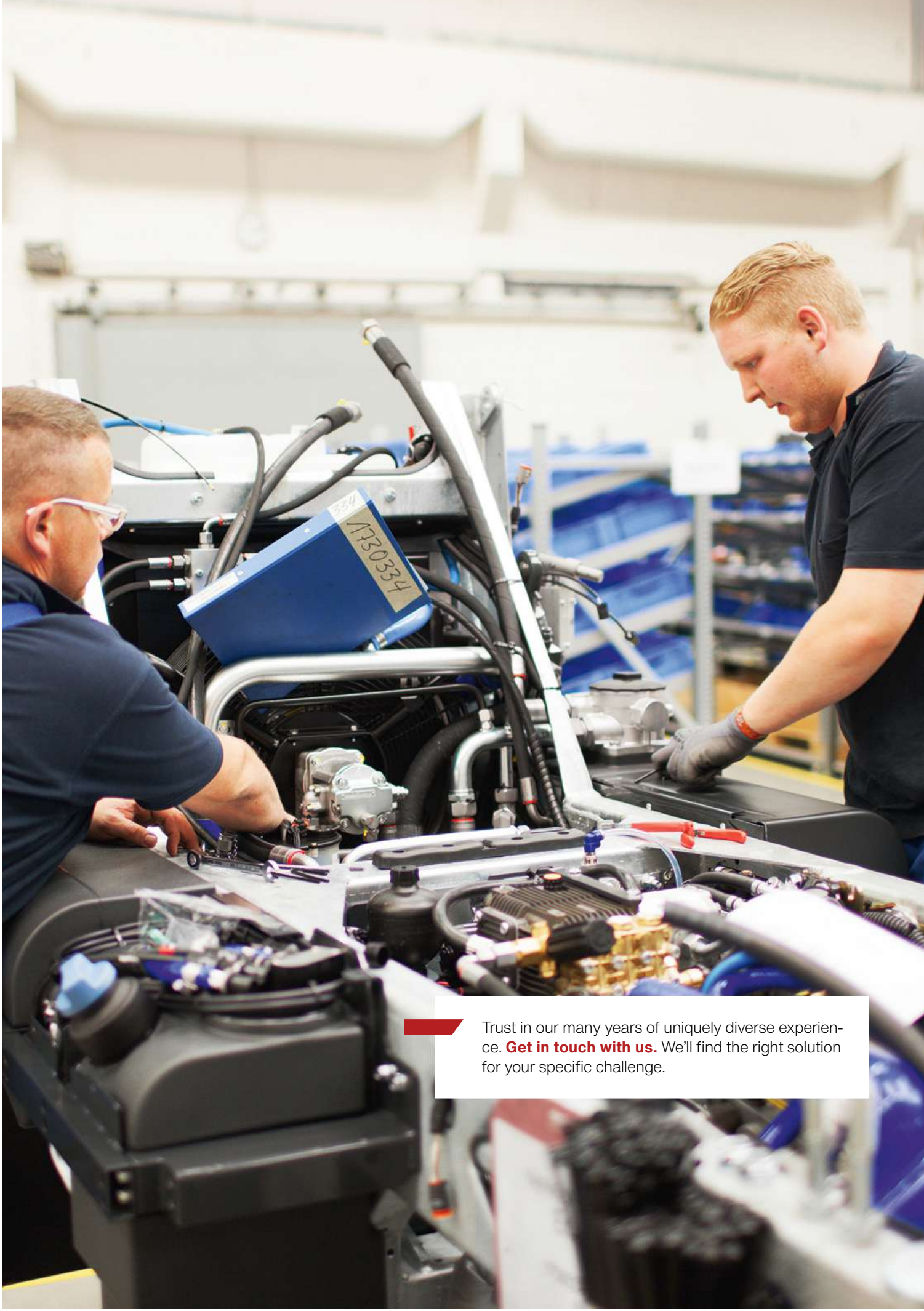
Cleango 500

Sweeper



Keywords

#Counties, Cities & Municipalities #Contractors #Industry, Construction & Facility Management #Airports #Sweeping #Cleaning & Washing #Clearing Snow #Deicing #Maintaining Green-Spaces #Transport #Innercity Roads #Sidewalks & Cycleways #Parking Facilities & Underground Car Parks #Green Areas & Parks #Industrial & Port Areas #Airport Landside



Trust in our many years of uniquely diverse experience. **Get in touch with us.** We'll find the right solution for your specific challenge.

Technical data

	Flexigo 150 | Basic unit	Flexigo 150 | Sweeper
Hopper		
Tank volume	–	1.96 y^3
Sweeping unit		
Disc brush diameter	–	35 in
Disc brush speed	–	150 1/min
Brush material	–	steel / Plastic / Mixfill
Sweeping width	–	61.6 in. - 94.4 in
Sweeping width with 3rd brush	–	61.6 in. - 122 in
Suction unit		
Suction nozzle width inner	–	30 in.
Suction hose diameter	–	7 in.
Suction fan		
Type of drive	–	Hydraulic motor
Max. air flow rate (free flow)	–	4061 CFM
Speed	–	2,700 1/min
Water system		
Total water volume	–	118 gal
Fresh water volume	–	66 gal
Service water volume	–	53 gal
Fresh water pump	–	101 PSI / 2.9 gal/min
Drive system - auxiliary engine		
Engine type	Perkins Diesel 404FE22TA	Perkins Diesel 404FE22TA
Exhaust emission	Tier 4 final	Tier 4 final
After treatment system	DOC + DPF	DOC + DPF
Fuel	Diesel	Diesel
Displacement	134 in^3 (2.2 L)	134 in^3 (2.2 L)
Performance	55 kW (75 HP) @ 2,800 1/min	55 kW (75 HP) @ 2,800 1/min
Fuel tank	17 gal	17 gal
Fuel consumption	1.26 gal/h	1.26 gal/h
Fuel consumption ECO	0.76 gal/h	0.76 gal/h
Steering		
Turning circle - inner diameter	144 in	144 in
Tires		
Standard front tire size	195/75 R16 / 255/65 R16 / 320/55 R16	195/75 R16 / 255/65 R16 / 320/55 R16
Standard rear tire size	195/75 R16 / 255/65 R16 / 320/55 R16	195/75 R16 / 255/65 R16 / 320/55 R16
Speed		
Transport speed	15.5 mph / 25 mph	15.5 mph / 25 mph
Sweeping speed permanent use	–	7.5 mph
Dimensions		
Length without brush	–	163.5 in
Length with brush	–	173.8 in
Vehicle length	163.5 in	–
Width without brush	–	53 in
Width with brush	–	63.7 in
Vehicle width	53 in	–
Height (without beacon)	78 in	78 in
Height with beacon	89 in	89 in
Wheelbase	80.5 in	80.5 in
Weights		
Empty weight of the basic unit approx.	4,630 lbs	5,732 lbs
Permitted total weight	7,716 lbs	7,716 lbs
Payload	3,086 lbs	1,984 lbs
Permissible weight front axle	4,630 lbs	4,630 lbs
Permissible weight rear axle	4,630 lbs	4,630 lbs
Permissible trailer weight braked	3,968 lbs	3,968 lbs
Permissible trailer weight unbraked	1,654 lbs	1,654 lbs

aebi schmidt group

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Document revised on 03/2023

FY25 Enhancement Compact Street Sweeper Stormwater Department

Andrew Figueroa
November 12, 2024



AGENDA OVERVIEW

- Authorize the purchase one (1) Flexigo compact street sweeper for the stormwater department. The purchase will be made through a cooperative contract with Sourcewell, contract #093021-AEB.

- 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 and Mbudget ID	Vendor	Contract
Flexigo 150 Compact Street Sweeper	$163,935.00	Stormwater – Mbudget ID#727	Lonestar Municipal Equipment	Sourcewell #093021-AEB

QUESTIONS?

Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	November 12, 2024
Re:	Okta software renewal for multifactor authentication

Action Requested:
Consider and act to authorize a purchase with Freeit Data Solutions, Inc. for Okta multifactor authentication (MFA) and cybersecurity software through a cooperative contract with Texas Department of Information Resources for an amount not to exceed $88,267.56. (Alexander)

Background Information:
Okta is a core cybersecurity component used by the city to protect its data and technology infrastructure. Okta enforces multifactor authentication and provides important security controls for maintaining compliance with state and federal regulations, as well as best practices set forth by the Cybersecurity and Infrastructure Security Agency (CISA).

All items will be purchased through the following cooperative agreement.

· Texas Department of Information Resources
· Contract #: DIR-TSO-4288 and DIR-TSO-4229

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. Quote - 6283221 Celina - Combined - 20241023
2. Presentation - Okta

Financial Consideration:
Funding is available through 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 awarding the purchase as presented.

Freeit™
DATA SOLUTIONS

Contract No:	DIR-TSO-4288
Contract No:	DIR-TSO-4229
TAX ID#:	27-2209002
Term:	NET 30
FOB:	Destination

City of Celina
Alden Gleason
142 N Ohio St
Celina, TX 75009
Ph: (469) 406-6398
agleason@celina-tx.gov

Quote Number: 6283221
Quote Date: 10/23/2024
Expiration Date: 10/25/2024

Freeit Data Solutions, Inc.
P.O. Box 1572
Austin, TX 78767
PH: (800) 478-5161 / FAX: (888) 416-0471

Freeit Contact:	Leslie Spinks
(512) 818-9650	Leslie@freeitdata.com

Qty	Part Number	Description	Unit Price	Ext Price
Okta Renewal & Freeit Security Software - 1yr Term				
Okta				
400	G020	IT Products - Adaptive MFA	$56.22	$22,488.00
400	G377	IT Products - Adaptive Single Sign-On	$46.86	$18,744.00
400	G402	IT Products - Lifecycle Management	$37.47	$14,988.00
400	G055	IT Products - Universal Directory	$18.73	$7,492.00
1	G1048	Okta - Premier Success Plan - Silver	$9,556.80	$9,556.80
		Okta Period: 11/1/2024 - 10/31/2025		
Freeit Subscription				
75	FDS-STE-1YR	Suite - Desktop Authentication and SSO for Enterprise applications	$51.15	$3,836.25
300	FDS-D-MFA-PR-1YR	Desktop MFA and Password Recovery -Desktop Multi-factor Authentication for Online & Offline scenarios and Self Service Password Recovery & Account Unlock Licenses (Per User / Per Device / Per Year)	$11.16	$3,348.00
		Subscription Period Duration: 12 Months		
Freeit Support				
1	FDS-TEC-PR-SUP-1YR	Premium 24/7 Support	$2,343.70	$2,343.70
		Support Period Duration: 12 Months		
Freeit Services				
1	FDS-TEC-DEPLOY	Prepaid - Professional Services - Deploy Authentication Suite and MFA components, perform/validate Okta configuration, SSO with apps, assist the customer with POC, Testing and Go-Live.	$5,470.81	$5,470.81

List Total:	$116,687.08
DIR Discounted Total:	$111,852.48
Shipping and Tax not applicable:	$0.00
Additional Discount:	($23,584.92)
Grand Total:	$88,267.56

Customer Signature of Acceptance **Date** **PO#**

By issuance of a PO, I acknowledge that I have the authority on behalf of my company to make purchasing decisions to order the items in this quote and to begin project initiation. This quote is subject to and will be governed by the Standard Terms and Conditions set forth by the State of Texas Department of Information Resources located at https://dir.texas.gov/contracts/dir-tso-4288 and will govern our relationship and any PO issued in relation to this quote. Any and all competing or conflicting terms and conditions are hereby unconditionally rejected.

OKTA SOFTWARE RENEWAL FOR MULTIFACTOR AUTHENTICATION

Amy Alexander
Director of Information Technology
November 12, 2024



Okta is a core cybersecurity component used by the city to protect its data and technology infrastructure. Okta enforces multifactor authentication and provides important security controls for maintaining compliance with state and federal regulations, as well as best practices set forth by the Cybersecurity and Infrastructure Security Agency (CISA).

Okta is a critical component to ensuring compliance with HIPPA, PCI, CJIS, and TML insurance for cybersecurity.



QUESTIONS?

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:	Amber Adams
Date:	November 12, 2024
Re:	Celina Police Department Hand Held Radio Purchase

Action Requested:
Consider and act to authorize the purchase of seven (7) replacement hand held radios and four (4) enhancement radios for the fiscal year 2025 for the Celina Police Department. The purchase will be through Motorola Solutions on a TX-DIR contract. The amount is not to exceed $66,797.45. (Cullison)

Background Information:
The Police Department is requesting authorization to purchase 11 hand-held radios. Four of the radios are enhancements (new), while seven are replacement radios. The seven radios currently used in service are at the end of their service life and are not repairable if they are damaged. The existing radios also lack updated technology.

Item		Cost		Vendor		Contract
4 APX 6000 Radio Kits		$25,734.82		Motoroloa		22918- TX DIR TSO-4101
7 APX 6000 replacment radios		$41,062.63		Motoroloa		22918- TX DIR TSO-4101
	Total	$66,797.45				

The City maintains an executed Interlocal Agreement with the 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. Staff Presentation
2. Replacement Radio Pricing Summary
3. New Hire Radios (Enhancements) Pricing Summary

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 the purchase as presented.

FY 25 PD Police Department Handheld Radios

John Cullison
November 12, 2024



AGENDA OVERVIEW

- This is an enhancement (4 radios) & Replacement (7 radios) to the Police Department that was approved in the Fiscal 2025 adopted Budget.

- The radios is being purchased through a cooperative contract.

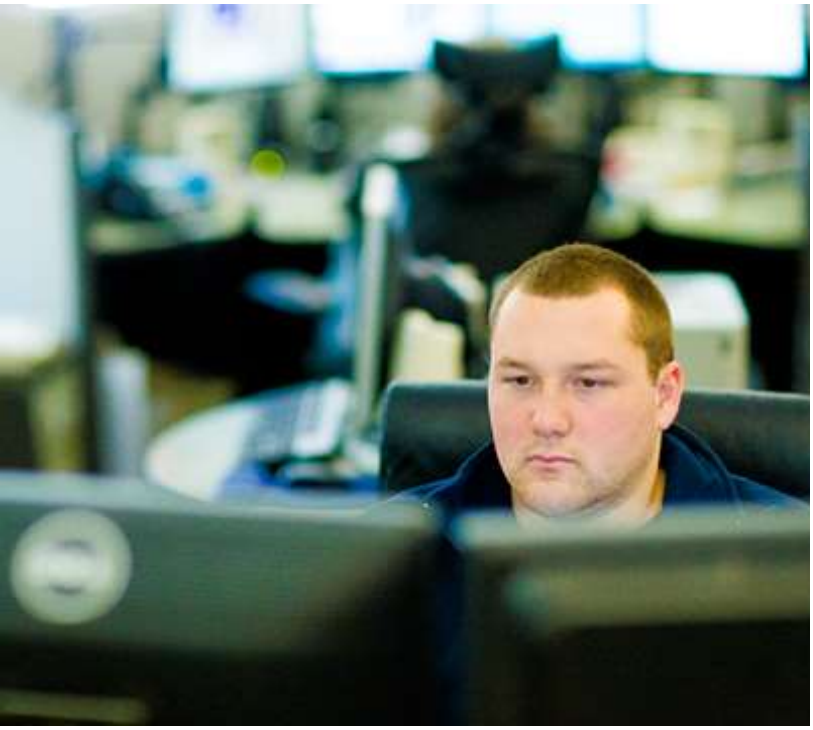
    - The Celina Police Department issues every officer a handheld radio that is specific to them.
    - The Motorola APX 6000 radio is the current radio we issue. The radio allows officers to communicate to dispatchers and other officers. It is a mandatory item for each officer.
    - 4 of the radios are an enhancement to the new hires approved in the fiscal year 2025 budget.
    - The 7 radios are part of the replacement program for our outdated APX 7000 series radios. The current APX 7000 radios are at the end of their service life. The cannot be repaired if they are damaged. They also do not have all the encryption features that we currently utilize with our new radios. The encryption is mandatory for come Dispatch Channels.

Item		Cost		Vendor		Contract
4 APX 6000 Radio Kits		$25,734.82		Motoroloa		22918- TX DIR TSO-4101
7 APX 6000 replacment radios		$41,062.63		Motoroloa		22918- TX DIR TSO-4101
	Total	$66,797.45				

QUESTIONS?

MOTOROLA SOLUTIONS







CELINA, CITY OF

APX 6000 (7)

10/01/2024

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10/01/2024

CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009

RE: Motorola Quote for APX 6000 (7)
Dear Alex Jones,

Motorola Solutions is pleased to present CELINA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Heath Quinnelly at heathquinnelly@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Heath Quinnelly
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Quote Date:10/01/2024
Expiration Date:10/23/2024
Quote Created By:
Heath Quinnelly
Account Executive
heathquinnelly@callmc.com
214-280-1819

End Customer:
CELINA, CITY OF
Alex Jones
ajones@celina-tx.gov
682-229-9717

Contract: 22918 - TX DIR TSO-4101

7) APX 6000 with programming
No charger
standard whip antenna

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000				
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	7	$7,817.00	$5,756.09	$40,292.63
1a	H869BZ	0481	ENH: MULTIKEY	7			
1b	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	7			
1c	Q58AL	0185	ADD: 3Y ESSENTIAL SERVICE	7			
1d	QA00580AC	0481	ADD: TDMA OPERATION	7			
1e	H38BT	0481	ADD: SMARTZONE OPERATION	7			
1f	QA09113AB	0481	ADD: BASELINE RELEASE SW	7			
1g	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	7			
1h	Q629AK	0481	ENH: AES ENCRYPTION AND ADP	7			
1i	G996AU	0481	ADD: PROGRAMMING OVER P25 (OTAP)	7			
1j	QA09008AA	0481	ADD: GROUP SERVICES	7			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1k	QA03399AA	0481	ADD: ENHANCED DATA APX	7			
	Product Services						
2	LSV00Q00202A	9941	DEVICE PROGRAMMING	7	$110.00	$110.00	$770.00

Grand Total $41,062.63(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

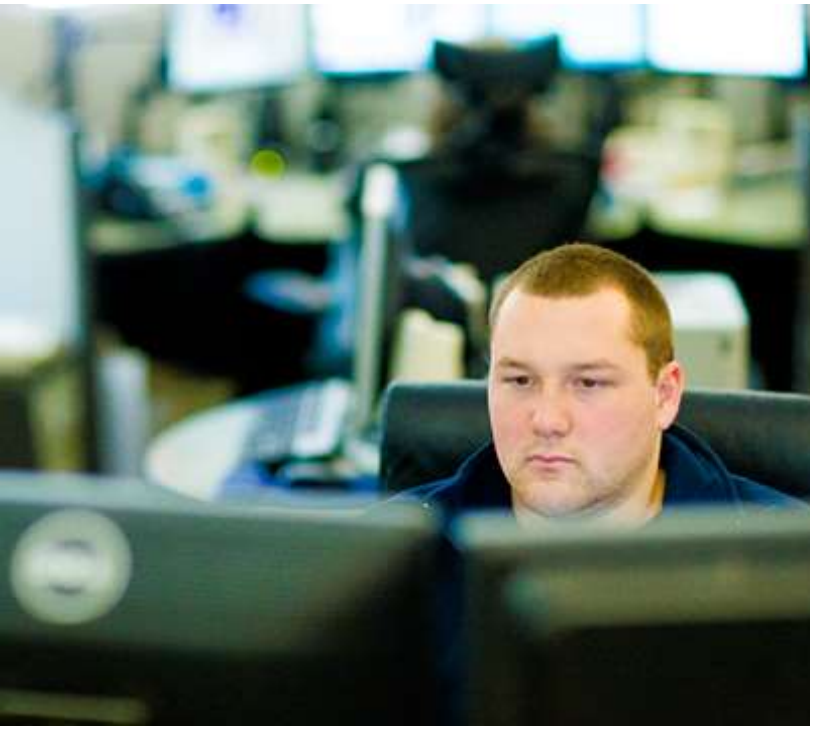
MOTOROLA SOLUTIONS

Purchase Order Checklist

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

MOTOROLA SOLUTIONS







CELINA, CITY OF

APX 6000 (4)

10/01/2024

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10/01/2024

CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009

RE: Motorola Quote for APX 6000 (4)
Dear Alex Jones,

Motorola Solutions is pleased to present CELINA, CITY OF with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide CELINA, CITY OF with the best products and services available in the communications industry. Please direct any questions to Heath Quinnelly at heathquinnelly@callmc.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Heath Quinnelly
Account Executive

Motorola Solutions Manufacturer's Representative

Billing Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Shipping Address:
CELINA, CITY OF
302 W WALNUT
CELINA, TX 75009
US

Quote Date:10/01/2024
Expiration Date:10/23/2024
Quote Created By:
Heath Quinnelly
Account Executive
heathquinnelly@callmc.com
214-280-1819

End Customer:
CELINA, CITY OF
Alex Jones
ajones@celina-tx.gov
682-229-9717

Contract: 22918 - TX DIR TSO-4101

4) APX 6000 with programming
2) extra batteries
4) XVP830 RMS
4) Single unit chargers

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series		APX6000				
1	H98UCF9PW6BN	0481	APX6000 700/800 MODEL 2.5 PORTABLE	4	$7,817.00	$5,756.09	$23,024.36
1a	H869BZ	0481	ENH: MULTIKEY	4			
1b	Q361AR	0481	ADD: P25 9600 BAUD TRUNKING	4			
1c	Q58AL	0185	ADD: 3Y ESSENTIAL SERVICE	4			
1d	QA00580AC	0481	ADD: TDMA OPERATION	4			
1e	H38BT	0481	ADD: SMARTZONE OPERATION	4			
1f	QA09113AB	0481	ADD: BASELINE RELEASE SW	4			
1g	Q806BM	0481	ADD: ASTRO DIGITAL CAI OPERATION	4			
1h	Q629AK	0481	ENH: AES ENCRYPTION AND ADP	4			
1i	G996AU	0481	ADD: PROGRAMMING OVER P25 (OTAP)	4			

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	QA09008AA	0481	ADD: GROUP SERVICES	4			
1k	QA03399AA	0481	ADD: ENHANCED DATA APX	4			
2	PMNN4485A	0453	BATT IMPRES 2 LIION R IP68 2550T	2	$168.63	$126.47	$252.94
3	PMMN4136B	0372	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	4	$486.00	$364.50	$1,458.00
4	NNTN8863B	0785	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	4	$186.50	$139.88	$559.52
	Product Services						
5	LSV00Q00202A	9941	DEVICE PROGRAMMING	4	$110.00	$110.00	$440.00

Grand Total $25,734.82(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

MOTOROLA SOLUTIONS

Purchase Order Checklist
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status
Signatures (As required)

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:	November 12, 2024
Re:	Purchase construction material aggregates through ILA with the City of Denton.

Action Requested:
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 $92,175.00. (Figueroa)

Background Information:
Staff is requesting the purchase of construction materials through an existing interlocal agreement with the City of Denton for roadway materials. This purchase will be made under the City of Denton's bid for construction materials, contract #7841. The City will acquire flex-base, sand, topsoil, and other aggregates listed in the bid from CJA Enterprises LLP, with the total cost not to exceed $92,175.00.

Details: 3rd year of the contract
Vendor: CJA Enterprises LLP
Contract: City of Denton bid for construction materials, contract #7841
Materials: Flex-base, sand, topsoil, and other aggregates
Total Cost: Not to exceed $92,175.00
Purpose: These materials will be used for projects by various departments within Public Works.

Recommendation:
Staff recommends the approval of this purchase from CJA Enterprises LLP through the interlocal agreement with the City of Denton. The materials are essential for the ongoing and upcoming projects in the Public Works Department.

Legal Review:

N/A

Supporting Documents:

1. 7841 - Contract Executed - CJA
2. 7841 - Amendment 3 Executed
3. Presentation - CONSTRUCTION MATERIAL CONTRACT -CJA -DENTON ILA FY25

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

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Docusign City Council Transmittal Coversheet

IFB	7841
File Name	Supply of Construction Material
Purchasing Contact	Cori Power
City Council Target Date	JANUARY 25, 2022
Piggy Back Option	Yes
Contract Expiration	JANUARY 25, 2026
Ordinance	22-138

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CONTRACT BY AND BETWEEN
CITY OF DENTON, TEXAS AND CJA ENTERPRISES LLP
(Contract #7841)

THIS CONTRACT is made and entered into this date 01/25/2022, by and **CJA Enterprises LLP**, a Texas Limited Liability Partnership, whose address is 362 Crossroads Rd, Collinsville, TX 76233, hereinafter referred to as "Contractor," and the **CITY OF DENTON, TEXAS**, a home rule municipal corporation, hereinafter referred to as "City," to be effective upon approval of the Denton City Council and subsequent execution of this Contract by the Denton City Manager or his duly authorized designee.

For and in consideration of the covenants and agreements contained herein, and for the mutual benefits to be obtained hereby, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide products in accordance with the City's IFB #7841 - Supply of Construction Material, a copy of which is on file at the office of Purchasing Agent and incorporated herein for all purposes. The Contract consists of this written agreement and the following items which are attached hereto, or on file, and incorporated herein by reference:

(a) Special Terms and Conditions **(Exhibit "A");**
(b) City of Denton's IFB #7841 **(Exhibit "B" on file at the office of the Purchasing Agent**);
(c) City of Denton Standard Terms and Conditions **(Exhibit "C");**
(d) Certificate of Interested Parties Electronic Filing **(Exhibit "D");**
(e) Contractor's Proposal (**Exhibit "E"**);
(f) Form CIQ – Conflict of Interest Questionnaire **(Exhibit "F")**

These documents make up the Contract documents and what is called for by one shall be as binding as if called for by all. In the event of an inconsistency or conflict in any of the provisions of the Contract documents, the inconsistency or conflict shall be resolved by giving precedence first to the written agreement then to the contract documents in the order in which they are listed above. These documents shall be referred to collectively as "Contract Documents."

Prohibition on Contracts with Companies Boycotting Israel
Contractor acknowledges that in accordance with Chapter 2270 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. ***By signing this agreement, Contractor certifies that Contractor's signature provides written verification to the City that Contractor: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement.*** Failure to meet or maintain the requirements under this provision will be considered a material breach.

Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization
Section 2252 of the Texas Government Code restricts CITY from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. ***By signing this agreement, Contractor***

certifies that Contractor's signature provides written verification to the City that Contractor, pursuant to Chapter 2252, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.

The parties agree to transact business electronically. Any statutory requirements that certain terms be in writing will be satisfied using electronic documents and signing. Electronic signing of this document will be deemed an original for all legal purposes.

IN WITNESS WHEREOF, the parties of these presents have executed this agreement in the year and day first above written.

CONTRACTOR

DocuSigned by:

BY: _____

1D3FA62DD6E8418...

AUTHORIZED SIGNATURE

Printed Name: Carla Peacock

Title: partner/owner

540-840-1960

PHONE NUMBER

astrideapp@msn.com

EMAIL ADDRESS

2021-834813

TEXAS ETHICS COMMISSION
1295 CERTIFICATE NUMBER

CITY OF DENTON, TEXAS

DocuSigned by:

BY: Sara Hensley

5230DD296270423...

SARA HENSLEY, INTERIM CITY MANAGER

ATTEST:
ROSA RIOS, CITY SECRETARY

DocuSigned by:

BY: Rosa Rios

1C5CA8C5E175493...

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

DocuSigned by:

BY: Marcella Lunn

4B070831B4AA438...

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations
and business terms.

DocuSigned by:

ethan cox

A83AA619E7314D7...

SIGNATURE

ethan cox

PRINTED NAME

General Manager of Public Works

TITLE

Public Works

DEPARTMENT

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Exhibit A
Special Terms and Conditions

1. The Quantities

The quantities indicated on Exhibit E are estimates based upon the best available information. The City reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price. Individual purchase orders will be issued on an as needed basis.

2. Product Changes During Contract Term

The Contractor shall not change specifications during the contract term without prior approval. Any deviation in the specifications or change in the product must be approved in advance by the City of Denton. Notice of a change shall be submitted in writing to purchasing@cityofdenton.com, with the above file number in the subject line, for review. Products found to have changed specifications without notification, and acceptance, will be returned at the contractor's expense. Products that have been installed will be replaced at the contractor's expense.

3. Authorized Distributor

The Contractor shall be the manufacturer or authorized distributor of the proposed products. The distributor shall be authorized to sell to the City of Denton, and make available the manufacturer's representative as needed by the City.

4. Contract Terms

The contract term will be one (1) year, effective from date of award. The City and the Contractor shall have the option to renew this contract for an additional three (3) one-year periods.

The Contract shall commence upon the issuance of a Notice of Award by the City of Denton and shall automatically renew each year, from the date of award by City Council. The Contractor's request to not renew the contract must be submitted in writing to the Purchasing Manager at least 60 days prior to the contract renewal date for each year. At the sole option of the City of Denton, the Contract may be further extended as needed, not to exceed a total of six (6) months.

5. Price Escalation and De-escalation

On Contractor's request in the form stated herein, the City will implement an escalation/de-escalation price adjustment annually based on these special terms. Any request for price adjustment must be based on the, U.S Department of Labor, Bureau of Labor Statistics, Producer Price Index (PPI) or the manufacturer published pricing list. The maximum escalation will not exceed +/- 8% for any individual year. The escalation will be determined annually at the renewal date. The price will be increased or decreased based upon the annual percentage change in the PPI or the percentage change in the manufacturer's price list. Should the PPI or manufacturer price list change exceed a minimum threshold value of +/-1%, then the stated eligible bid prices shall be adjusted in accordance with the percent change not to exceed the 8% limit per year. The Contractor should provide documentation as percentage of each cost associated with the unit prices quoted for consideration.

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Request must be submitted in writing with supporting evidence for need of such increase to the Purchasing Manager at least 60 days prior to contract expiration of each year. Respondent must also provide supporting documentation as justification for the request. If no request is made, then it will be assumed that the current contract price will be in effect.

Upon receipt of such request, the City of Denton reserves the right to either: accept the escalation as competitive with the general market price at the time, and become effective upon the renewal date of the contract award or reject the increases within 30 calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the Contractor may request cancellation of such items from the Contract by giving the City of Denton written notice. Cancellation will not go into effect for 15 calendar days after a determination has been issued. Pre-price increase prices must be honored on orders dated up to the official date of the City of Denton approval and/or cancellation.

The request can be sent by e-mail to: purchasing@cityofdenton.com noting the solicitation number.

The City of Denton reserves the right to accept, reject, or negotiate the proposed price changes.

6. Total Contract Amount

CJA Enterprises LLP is awarded as the primary contractor for Section A – Bulk Utility Products Supply of Soil, Sand, Lime Aggregate and pricing shall be per Exhibit E attached. The cumulative contract for primary and secondary contractors for contract 7841 shall not exceed $5,200,000.

The primary contractor is expected to respond to the *initial contact** from The City within 4 hours during normal business hours. Normal business hours are Monday – Friday 7am- 4pm. If no response from primary contractor is received within 24 hours, the City has the right to call secondary contractor. Secondary contractor must also respond to *initial contact** within 4 hours. Calling upon a secondary contractor does not affect the contract with primary contractor.

**Initial Contact: The first phone call placed, or email sent from the City to the contractor.*

7. Delivery Lead Time

Contractor must provide a twenty-four (24) hour telephone number to receive messages from the City. The City will give a twelve (12) hour notice of intent to receive materials and attempt to give six (6) hour notice of cancellation.

*Response time*** for scheduled supply of construction materials is not to exceed 7 business days after the initial contact for standard requests. After the initial contact response, the supplier has three (3) business day to deliver materials to designated City location. If the Supplier can't meet the delivery schedule, then they must get written approval from the City department requesting the material.

If primary contractor is not able to meet delivery deadline, the City reserves the right to call secondary contractor. Calling upon a secondary contractor does not affect the contract with the primary vendor.

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***Response time: Time elapsed between initial contact from the City and the time contractor must be on-site working.*

8. Performance Liquidated Damages

The Contractor shall incur contractual payment losses, as initiated by the City for performance that falls short of specified performance standards as outlined below:

- Delivery beyond contracted lead times
- Performance below contracted levels (services only)

The Contractor shall be assessed a one (1%) percent fee each month when any one of the performance standards outlined above are not met in full. The Contractor shall be assessed a two (2%) percent profit fee each month when any two (2) or more performance standards outlined above are not met in full. At the end of each month, the City will review the monthly reports and determine the percentage of penalty to be assessed to the Contractor's monthly profit margin.

9. Supplemental Terms and Conditions

Authorized personnel shall have access to any Contractor's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples taken from regular shipments. If products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample and the cost of the testing shall be borne by the Contractor.

Payment will be made within 30 days after (1) applicable tests have been completed and materials are found to meet specifications or (2) the day on which the invoice for the materials was received.

All items must be F.O.B. delivered to the City of Denton Service Center or job site as directed at the time of the order, unless the City opts to pick up the materials.

A purchase order number should be referenced on all packing/delivery slips, shipping tickets, invoices, etc. Invoices and statements should be directed to:

CITY OF DENTON
ACCOUNTS PAYABLE
215 E. McKinney St.
Denton, Texas 76201

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Exhibit C
City of Denton
Standard Purchase Terms and Conditions

These standard Terms and Conditions and the Terms and Conditions, Specifications, Drawings and other requirements included in the City of Denton's contract are applicable to contracts/purchase orders issued by the City of Denton hereinafter referred to as the City or Buyer and the Seller or respondent herein after referred to as Contractor or Supplier. Any deviations must be in writing and signed by a representative of the City's Procurement Department and the Supplier. No Terms and Conditions contained in the seller's proposal response, invoice or statement shall serve to modify the terms set forth herein. If there is a conflict between the provisions on the face of the contract/purchase order these written provisions will take precedence.

The Contractor agrees that the contract shall be governed by the following terms and conditions, unless exceptions are duly noted and fully negotiated. Unless otherwise specified in the contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a solicitation to purchase goods, and sections 9, 10, 11, 22 and 32 shall apply only to a solicitation to purchase services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.

3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform to all the requirements of common carriers and any applicable specification. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.

5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.

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6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth the purchase order.

7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.

8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.

9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

The contractor shall, at all times, exercise reasonable precautions for the safety of their employees, City Staff, participants and others on or near the City's facilities.

10. **WORKFORCE**

A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Denton contract or on the City's property .

i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or

ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

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C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

Immigration: The Contractor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA) enacted on September 30, 1996.

11. **COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS**: The Contractor, it's Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

Environmental Protection: The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 *et seq*.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 *et seq*.).

12. **INVOICES**:

A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.

B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department**. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name, remittance address and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.

C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.

D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount.

The City will furnish a tax exemption certificate upon request.

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13. **PAYMENT**:
A. All proper invoices need to be sent to Accounts Payable. Approved invoices will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice being received in Accounts Payable, whichever is later.
B. **If payment is not timely made, (per paragraph A); interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

i. delivery of defective or non-conforming deliverables by the Contractor;
ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or damages for the anticipated delay;
vi. failure of the Contractor to submit proper invoices with purchase order number, with all required attachments and supporting documentation; or
vii. failure of the Contractor to comply with any material provision of the Contract Documents.

E. Notice is hereby given that any awarded firm who is in arrears to the City of Denton for delinquent taxes, the City may offset indebtedness owed the City through payment withholding.
F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of none or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES**: All travel, lodging and per diem expenses in connection with the Contract shall be paid by the Contractor, unless otherwise stated in the contract terms. During the term of this contract, the contractor shall bill and the City shall reimburse contractor for all reasonable and approved out of pocket expenses which are incurred in the connection with the performance of duties hereunder. Notwithstanding the foregoing, expenses for the time spent by

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the contractor in traveling to and from City facilities shall not be reimbursed, unless otherwise negotiated.

15. **FINAL PAYMENT AND CLOSE-OUT**:
A. If a DBE/MBE/WBE Program Plan is agreed to and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Purchasing Manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements as accepted by the City.
B. The making and acceptance of final payment will constitute:
i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. **SPECIAL TOOLS & TEST EQUIPMENT**: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. **RIGHT TO AUDIT**:
A. The City shall have the right to audit and make copies of the books, records and computations pertaining to the Contract. The Contractor shall retain such books, records, documents and other evidence pertaining to the Contract period and five years thereafter, except if an audit is in progress or audit findings are yet unresolved, in which case records shall be kept until all audit tasks are completed and resolved. These books, records, documents and other evidence shall be available, within ten (10) business days of written request. Further, the Contractor shall also require all Subcontractors, material suppliers, and other payees to retain all books, records, documents and other evidence pertaining to the Contract, and to allow the City similar access to those documents. All books and records will be made available within a 50 mile radius of the City of Denton. The cost of the audit will be borne by the City unless the audit reveals an overpayment of 1% or greater. If an overpayment of 1% or greater occurs, the reasonable cost of the audit, including any travel costs, must be borne by the Contractor which must be payable within five (5) business days of receipt of an invoice.
B. Failure to comply with the provisions of this section shall be a material breach of the Contract and shall constitute, in the City's sole discretion, grounds for termination thereof. Each of the terms "books", "records", "documents" and "other evidence", as used above, shall be construed to include drafts and electronic files, even if such drafts or electronic files are subsequently used to generate or prepare a final printed document.

18. **SUBCONTRACTORS**:
A. If the Contractor identified Subcontractors in a DBE/MBE/WBE agreed to Plan, the Contractor shall comply with all requirements approved by the City. The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in

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writing. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Procurement Manager, no later than the tenth calendar day of each month.

B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the

Contract, and shall contain provisions that:

i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;

ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. **WARRANTY-PRICE**:

A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE**: The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

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21. **WARRANTY – DELIVERABLES**: The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

A. Recycled deliverables shall be clearly identified as such.

B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.

C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.

E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES**: The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.

C. If the Contractor is unable or unwilling to perform its services in accordance with the above

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standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES**: If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE**: Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

25. **STOP WORK NOTICE**: The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

26. **DEFAULT**: The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.

27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. Additionally, in the event of a default by the Contractor, the City may remove the Contractor from the City's vendor list for three (3) years and any Offer submitted by the Contractor may be disqualified for up to three (3) years. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

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28. **TERMINATION WITHOUT CAUSE**: The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

29. **FRAUD**: Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

30. **DELAYS**:
A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. **INDEMNITY**:
A. Definitions:

i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for: (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties), ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct or a breach of any legally imposed strict liability standard.

B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS,**

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EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

32. **INSURANCE**: The following insurance requirements are applicable, in addition to the specific insurance requirements detailed in **Appendix A** for services only**.** The successful firm shall procure and maintain insurance of the types and in the minimum amounts acceptable to the City of Denton. The insurance shall be written by a company licensed to do business in the State of Texas and satisfactory to the City of Denton.

A. General Requirements:

i. The Contractor shall at a minimum carry insurance in the types and amounts indicated and agreed to, as submitted to the City and approved by the City within the procurement process, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.

ii. The Contractor shall provide Certificates of Insurance with the coverage's and endorsements required to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of **A- VII or better**. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.

vi. All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall contain the solicitation number and the following information:

City of Denton
Materials Management Department
901B Texas Street
Denton, Texas 76209

vii. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

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viii. If insurance policies are not written for amounts agreed to with the City, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
ix. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
x. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
xi. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
xii. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
xiii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverage's indicated within the Contract.
xiv. The insurance coverage's specified in within the solicitation and requirements are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in the solicitation instrument.

33. **CLAIMS**: If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Denton City Attorney. Personal delivery to the City Attorney shall be to City Hall, 215 East McKinney Street, Denton, Texas 76201.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at 901B Texas Street, Denton, Texas 76209 and marked to the attention of the Purchasing Manager.

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35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, and Texas Government Code.

36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's' ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.

37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees

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to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.

B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligations to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.

39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission,

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percentage, brokerage or contingent fee.

42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Denton with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation as defined in the City's Ethic Ordinance 18-757 and in the City Charter chapter 2 article XI(Ethics). Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City. The Contractor shall complete and submit the City's Conflict of Interest Questionnaire.

44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City of Denton, Texas for the purposes of income tax, withholding, social security taxes, vacation or sick leave benefits, worker's compensation, or any other City employee benefit. The City shall not have supervision and control of the Contractor or any employee of the Contractor, and it is expressly understood that Contractor shall perform the services hereunder according to the attached specifications at the general direction of the City Manager of the City of Denton, Texas, or his designee under this agreement. The contractor is expressly free to advertise and perform services for other parties while performing services for the City.

45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and ensure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there are no third party beneficiaries to the Contract.
The Vendor shall notify the City's Purchasing Manager, in writing, of a company name, ownership, or address change for the purpose of maintaining updated City records. The president of the company or authorized official must sign the letter. A letter indicating changes in a company name or ownership must be accompanied with supporting legal documentation such as an updated W-9, documents filed with the state indicating such change, copy of the board of director's resolution approving the action, or an executed

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merger or acquisition agreement. Failure to do so may adversely impact future invoice payments.

46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

49. **DISPUTE RESOLUTION**:

A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option; the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Denton County Alternative Dispute Resolution Program (DCAP). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of

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participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

50. **JURISDICTION AND VENUE**: The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Denton County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

51. **INVALIDITY**: The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

52. **HOLIDAYS:** The following holidays are observed by the City:

New Year's Day (observed)
Martin Luther King, Jr. Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving
Friday After Thanksgiving
Christmas Eve (observed)
Christmas Day (observed)

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday. Normal hours of operation shall be between 8:00 am and 4:00 pm, Monday through Friday, excluding City of Denton Holidays. Any scheduled deliveries or work performance not within the normal hours of operation **must be approved** by the City Manager of Denton, Texas or his authorized designee.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**
The City of Denton is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State,

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or City of Denton Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Denton.

55. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice. No person shall, on the grounds of race, sex, sexual orientation, age, disability, creed, color, genetic testing, or national origin, be refused the benefits of, or be otherwise subjected to discrimination under any activities resulting from this RFQ.

B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain federally funded requirements)**

The following federally funded requirements are applicable. A. Definitions. As used in this paragraph –

i. "Component" means an article, material, or supply incorporated directly into an end product.

ii. "Cost of components" means -

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

iii. "Domestic end product" means-

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

v. "Foreign end product" means an end product other than a domestic end product.

vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.

C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.

D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act

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Certificate".

57. **RIGHT TO INFORMATION:** The City of Denton reserves the right to use any and all information presented in any response to this contract, whether amended or not, except as prohibited by law. Selection of rejection of the submittal does not affect this right.

58. **LICENSE FEES OR TAXES:** Provided the solicitation requires an awarded contractor or supplier to be licensed by the State of Texas, any and all fees and taxes are the responsibility of the respondent.

59. **PREVAILING WAGE RATES:** The contractor shall comply with prevailing wage rates as defined by the United States Department of Labor Davis-Bacon Wage Determination at http://www.dol.gov/whd/contracts/dbra.htm and at the Wage Determinations website www.wdol.gov for Denton County, Texas (WD-2509).

60. **COMPLIANCE WITH ALL STATE, FEDERAL, AND LOCAL LAWS:** The contractor or supplier shall comply with all State, Federal, and Local laws and requirements. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) §36.02 of the Texas Penal Code, which prohibits bribery; (ii) §36.09 of the Texas Penal Code, which prohibits the offering or conferring of benefits to public servants. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract.

61. **FEDERAL, STATE, AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Workers' Compensation insurance coverage. Respondent shall ensure compliance with all federal and State tax laws and withholding requirements. The City of Denton shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. Contractor shall indemnify the City of Denton and shall pay all costs, penalties, or losses resulting from Respondent's omission or breach of this Section.

62. **DRUG FREE WORKPLACE:** The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

63. **RESPONDENT LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Respondent shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Respondent and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Respondent shall notify the City of Denton Procurement Manager in writing of any such damage within one (1) calendar day.

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64. **FORCE MAJEURE:** The City of Denton, any Customer, and the Respondent shall not be responsible for performance under the Contract should it be prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the City of Denton. In the event of an occurrence under this Section, the Respondent will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the Respondent continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The Respondent shall immediately notify the City of Denton Procurement Manager by telephone (to be confirmed in writing within five (5) calendar days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

65. **NON-WAIVER OF RIGHTS:** Failure of a Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the Contract shall operate to limit, impair, preclude, cancel, waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the Contract will not be construed as a waiver of any continuing or succeeding breach.

66. **NO WAIVER OF SOVEREIGN IMMUNITY:** The Parties expressly agree that no provision of the Contract is in any way intended to constitute a waiver by the City of Denton of any immunities from suit or from liability that the City of Denton may have by operation of law.

67. **RECORDS RETENTION:** The Respondent shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. The Respondent shall retain all such records for a period of four (4) years after the expiration of the Contract, or until the CPA or State Auditor's Office is satisfied that all audit and litigation matters are resolved, whichever period is longer. The Respondent shall grant access to all books, records and documents pertinent to the Contract to the CPA, the State Auditor of Texas, and any federal governmental entity that has authority to review records due to federal funds being spent under the Contract.

Should a conflict arise between any of the contract documents, it shall be resolved with the following order of precedence (if applicable). In any event, the final negotiated contract shall take precedence over any and all contract documents to the extent of such conflict.

1. **Final negotiated contract**
2. **RFP/Bid documents**
3. **City's standard terms and conditions**
4. **Purchase order**
5. **Contractor terms and conditions**

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Exhibit D
Certificate of Interested Parties Electronic Filing

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that the City may not enter into this contract unless the Contractor submits a disclosure of interested parties (Form 1295) to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Commission.

Contractor will be required to furnish a Certificate of Interest Parties before the contract is awarded, in accordance with Government Code 2252.908.

The contractor shall:

1. Log onto the State Ethics Commission Website at : https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Enter the Certificate Number on page 2 of this contract.
5. Complete and sign the Form 1295
6. Email the form to purchasing@cityofdenton.com with the contract number in the subject line. (EX: Contract 1234 – Form 1295)

The City must acknowledge the receipt of the filed Form 1295 not later than the 30th day after Council award. Once a Form 1295 is acknowledged, it will be posted to the Texas Ethics Commission's website within seven business days.

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Exhibit E

Line #	Description	QTY	UOM	Unit
1	SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME AGGREGATE			
2	Top Soil Screened	7525	Cu. Yd	$21.56
2a	Top Soil Screened (Per Ton UOM Price)	9406.25	tons	$17.25
3	Field Sand - Backfill	1500	Cu. Yd	$12.81
3a	Field Sand - Backfill (Per Ton UOM Price)	1875	tons	$10.25
4	Screened Sand	16000	Cu. Yd	$12.81
4a	Screened Sand (Per Ton UOM Price)	20000	tons	$10.25
5	Pit Sand (Concrete)	1000	Tons	$23.50
6	Manufactured Sand for Concrete Mixture	2800	Tons	$17.45
7	Concrete Aggregate Class A, 1" - #4 Rock (Rewashed & Screened)	1000	Tons	$18.95
8	Concrete Aggregate 3/8" Down Rock	500	Tons	$17.95
9	1-3/4" + Down Flexible Base	1250	Tons	$16.70
10	1-1/2" + Down Flexible Base	5500	Tons	$16.45
11	5/8" + Down Flexible Base	5500	Tons	$16.70
12	Type A, Grade 1 Flexible Base	3000	Tons	$16.70
13	Crushed Stone #6-20 (for ice and snow control of city streets)	1500	Tons	$17.45
14	Limestone Screening	400	Tons	$16.95
15	1 1/2" Rock, Limestone (Washed & Screened)	200	Tons	$18.95
16	4" - 7 1/2" Gabion Limestone	100	Tons	$24.75
17	3/4" Rock, Limestone Utility Stone (Not Washed)	520	Tons	$18.95
18	8-12" Rip Rap Limestone	420	Tons	$30.00
19	12-18" Rip Rap Limestone	400	Tons	$30.00
20	24" Rip Rap Limestone	100	Tons	$45.50
21	30" Rip Rap Limestone	100	Tons	$45.50
22	36" Rip Rap Limestone	100	Tons	$48.00
23	Pea Gravel (Unwashed)	100	Tons	$18.50
24	Pea Gravel (Washed)	1300	Tons	$18.50
25	Select Fill	15250	Cu. Yd.	$12.56
26	R.A.P. (Asphalt Millings)	5000	Cu. Yd.	$22.81
26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6250	tons	$18.25
27	Decomposed Granite	300	Tons	$23.50
28	4-8" Colorado River Rock	80	Tons	$165.00
28a	There will be a fuel surcharge per load if no load available going north to pick up the rock		Per Load	$400.00
29	3-5" Bull Rock	25	Tons	$93.00

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Exhibit F

CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ

For vendor or other person doing business with local governmental entity

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

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

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

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

1 **Name of vendor who has a business relationship with local governmental entity.** CJA Enterprises LLP

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

none known

Name of Officer

This section, (item 3 including subparts A, B, C & D), must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

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

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

none known

4 ☒ **I have no Conflict of Interest to disclose.**

5 DocuSigned by:

1D3FA62D7D6F8418...

Signature of vendor doing business with the governmental entity

1/2/2022

Date

DocuSign

Certificate Of Completion

Envelope Id: 356BE01E847043229987051A5D2C0C90
Status: Completed
Subject: Please DocuSign: City Council Contract 7841 - Supply of Construction Material - CJA Primary
Source Envelope:
Document Pages: 28
Signatures: 6
Certificate Pages: 6
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Cori Power
901B Texas Street
Denton, TX 76209
cori.power@cityofdenton.com
IP Address: 198.49.140.104

Record Tracking

Status: Original
12/27/2021 4:02:30 PM
Holder: Cori Power
cori.power@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Cori Power cori.power@cityofdenton.com Senior Buyer City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 12/27/2021 4:10:44 PM Viewed: 12/27/2021 4:10:52 PM Signed: 12/28/2021 5:01:07 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None)	DS LH Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 12/28/2021 5:01:09 PM Viewed: 12/29/2021 8:03:46 AM Signed: 12/29/2021 8:04:22 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marcella Lunn marcella.lunn@cityofdenton.com Catherine Clifton, Interim City Attorney City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Marcella Lunn 4B070831B4AA438... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 12/29/2021 8:04:25 AM Viewed: 12/29/2021 9:14:06 AM Signed: 12/29/2021 9:17:39 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Carla Peacock astrideapp@msn.com partner/owner Security Level: Email, Account Authentication (None)	DocuSigned by: 1D3FA62DD6E8418... Signature Adoption: Drawn on Device Using IP Address: 67.44.192.87	Sent: 12/29/2021 9:17:41 AM Viewed: 12/30/2021 5:16:30 PM Signed: 1/2/2022 7:42:46 PM
Electronic Record and Signature Disclosure: Accepted: 11/30/2017 11:48:59 AM ID: e044db71-9894-4519-8dcb-d1247604fedb		

Signer Events	Signature	Timestamp
ethan cox ethan.cox@cityofdenton.com General Manager of Public Works Security Level: Email, Account Authentication (None)	DocuSigned by: ethan cox A83AA619E7314D7... Signature Adoption: Pre-selected Style Using IP Address: 47.187.93.66	Sent: 1/2/2022 7:42:49 PM Viewed: 1/3/2022 8:17:22 AM Signed: 1/3/2022 8:17:39 AM
Electronic Record and Signature Disclosure: Accepted: 8/7/2018 4:24:18 PM ID: feebacc3-151e-47bb-af6d-be8889ffcb35		
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 198.49.140.104	Sent: 1/3/2022 8:17:41 AM Viewed: 1/26/2022 8:41:06 AM Signed: 1/26/2022 8:41:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Sara Hensley sara.hensley@cityofdenton.com Interim City Manager City of Denton Security Level: Email, Account Authentication (None)	DocuSigned by: Sara Hensley 5236DB296270423... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.10	Sent: 1/26/2022 8:41:32 AM Viewed: 1/26/2022 8:42:22 AM Signed: 1/26/2022 8:42:29 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Rosa Rios rosa.rios@cityofdenton.com City Secretary Security Level: Email, Account Authentication (None)	DocuSigned by: Rosa Rios 1C5CA8C5E175493... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/26/2022 8:42:33 AM Viewed: 1/26/2022 9:51:20 AM Signed: 1/26/2022 9:51:44 AM
Electronic Record and Signature Disclosure: Accepted: 1/26/2022 9:51:20 AM ID: ad345f20-af02-46da-8f8c-ff0afa488011		
In Person Signer Events	**Signature**	**Timestamp**
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None)	COPIED	Sent: 12/28/2021 5:01:09 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Gretna Jones gretna.jones@cityofdenton.com Legal Secretary City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/3/2022 8:17:41 AM Viewed: 1/3/2022 9:01:52 AM
City Secretary Office citysecretary@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/26/2022 9:51:47 AM
Daniel Kremer Daniel.Kremer@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 12/23/2021 1:11:35 PM ID: 4bb60410-152d-4917-b877-ed2e9278d939	COPIED	Sent: 1/26/2022 9:51:48 AM
Tina Ek Tina.Ek@cityofdenton.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/7/2022 8:54:17 AM ID: 6dc1f10e-d623-49fc-8804-8ca8b1569f82	COPIED	Sent: 1/26/2022 9:51:49 AM Viewed: 1/26/2022 10:09:23 AM
Cheyenne Defee cheyenne.defee@cityofdenton.com Contract Administrator City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 1/26/2022 9:51:50 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/27/2021 4:10:44 PM
Certified Delivered	Security Checked	1/26/2022 9:51:20 AM
Signing Complete	Security Checked	1/26/2022 9:51:44 AM
Completed	Security Checked	1/26/2022 9:51:50 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: purchasing@cityofdenton.com

To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify City of Denton as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by City of Denton during the course of my relationship with you.

DocuSign Envelope ID: F466078A-BCD4-45E6-8A07-825F8739827D

Docusign Transmittal Coversheet

File Name	7841 Supply of Construction Material
Purchasing Contact	Christina Dormady
Contract Expiration	1/24/2026

DS
LH

DocuSign Envelope ID: F466078A-BCD4-45E6-8A07-825F8739827D

Procurement
901 B Texas St., Denton, TX 76209 • (940) 349-7100

January 8, 2024

Mrs. Carla Peacock
CJA Enterprises LLP
362 Crossroads Rd
Collinsville, TX 76233
astrideapp@msn.com

Re: Letter Agreement to Amend (this "Amendment") File 7841 – Supply of Construction Material between the City of Denton ("COD") and CJA Enterprises LLP, dated January 25, 2022 (the "Contract") – Amendment #3

Dear Mrs. Peacock,

Thank you for being such a valued partner. By signing this Amendment below, COD and CJA Enterprises LLP agree that the Contract is hereby deemed amended to the updated Schedule of Charges, as shown in Attachment A.

Except as amended by this Amendment, the Contract is not otherwise amended and all other terms and conditions of the Contract remain in full force and effect, as amended hereby. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically shall have the same effect as the delivery of original signatures.

The City of Denton reserves the right to re-evaluate pricing as the market conditions change and can ask your firm to provide updated proposed pricing, including, but not limited to, a decrease in pricing, as a result of any such change.

We look forward to future business with your firm.

Regards,

DocuSigned by:
Christina Dormady
CE[illegible]

Christina Dormady, Buyer
Procurement
City of Denton

DocuSigned by:
[signature]
1D3FA62DDE8418...

Carla Peacock, Partner/Owner
CJA Enterprises LLP

DocuSign Envelope ID: F466078A-BCD4-45E6-8A07-825F8739827D

7841 - Supply of Construction Materials - CJA Pricing Log

CJA Enterprises

Line #	Description	QTY	UOM	Unit	Amendment #3 Price Increase
1	**SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME AGGREGATE**				
2	Top Soil Screened	7525	Cu. Yd	$21.56	
2a	Top Soil Screened (Per Ton UOM Price)	9406.25	tons	$17.25	**$24.35**
3	Field Sand - Backfill	1500	Cu. Yd	$12.81	
3a	Field Sand - Backfill (Per Ton UOM Price)	1875	tons	$10.25	**$12.85**
4	Screened Sand	16000	Cu. Yd	$12.81	
4a	Screened Sand (Per Ton UOM Price)	20000	tons	$10.25	**$12.85**
5	Pit Sand (Concrete)	1000	Tons	$23.50	**$32.15**
6	Manufactured Sand for Concrete Mixture	2800	Tons	$17.45	**$25.60**
7	Concrete Aggregate Class A, 1" - #4 Rock (Rewashed & Screened)	1000	Tons	$18.95	**$31.10**
8	Concrete Aggregate 3/8" Down Rock	500	Tons	$17.95	**$29.10**
9	1-3/4" + Down Flexible Base	1250	Tons	$16.70	**$25.60**
10	1-1/2" + Down Flexible Base	5500	Tons	$16.45	**$22.10**
11	5/8" + Down Flexible Base	5500	Tons	$16.70	**$25.60**
12	Type A, Grade 1 Flexible Base	3000	Tons	$16.70	**$25.60**
13	Crushed Stone #6-20 (for ice and snow control of city streets)	1500	Tons	$17.45	**$25.60**
14	Limestone Screening	400	Tons	$16.95	**$22.10**
15	1 1/2" Rock, Limestone (Washed & Screened)	200	Tons	$18.95	**$31.10**
16	4" - 7 1/2" Gabion Limestone	100	Tons	$24.75	**$34.90**
17	3/4" Rock, Limestone Utility Stone (Not Washed)	520	Tons	$18.95	**$31.10**
18	8-12" Rip Rap Limestone	420	Tons	$30.00	**$46.25**
19	12-18" Rip Rap Limestone	400	Tons	$30.00	**$48.50**
20	24" Rip Rap Limestone	100	Tons	$45.50	**$56.95**
21	30" Rip Rap Limestone	100	Tons	$45.50	**$61.00**
22	36" Rip Rap Limestone	100	Tons	$48.00	**not avail**
23	Pea Gravel (Unwashed)	100	Tons	$18.50	**$25.15**
24	Pea Gravel (Washed)	1300	Tons	$18.50	**$25.15**

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25	Select Fill	15250	Cu. Yd.	$12.56	**$17.00**
26	R.A.P. (Asphalt Millings)	5000	Cu. Yd.	$22.81	
26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6250	tons	$18.25	**$21.25**
27	Decomposed Granite	300	Tons	$23.50	**$35.00**
28	4-8" Colorado River Rock	80	Tons	$165.00	**$200.00**
28a	There will be a fuel surcharge per load if no load available going north to pick up the rock		Per Load	$400.00	**$400.00**
29	3-5" Bull Rock	25	Tons	$93.00	**$135.00**
	NEW LINE ITEMS				
30	ice sand special blend (priced for streets)		Tons		**$30.00**
31	1/2 belt run (priced for warehouse)		Tons		

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Certificate Of Completion

Envelope Id: F466078ABCD445E68A07825F8739827D
Status: Completed
Subject: ***Purchasing Approval*** 7841 Supply of Construction Materials - Price increase Amendment
Source Envelope:
Document Pages: 4
Signatures: 2
Certificate Pages: 5
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Christina Dormady
901B Texas Street
Denton, TX 76209
christina.dormady@cityofdenton.com
IP Address: 198.49.140.10

Record Tracking

Status: Original
1/10/2024 2:44:07 PM
Holder: Christina Dormady
christina.dormady@cityofdenton.com
Location: DocuSign

Signer Events	Signature	Timestamp
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 198.49.140.10	Sent: 1/10/2024 2:45:49 PM Viewed: 1/10/2024 2:46:02 PM Signed: 1/10/2024 2:46:41 PM
Lori Hewell lori.hewell@cityofdenton.com Purchasing Manager City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/10/2024 2:46:42 PM Viewed: 1/11/2024 1:31:14 PM Signed: 1/11/2024 1:31:30 PM
Carla Peacock astrideapp@msn.com partner/owner Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/30/2017 11:48:59 AM ID: e044db71-9894-4519-8dcb-d1247604fedb	DocuSigned by: 1D3FA62DD6E8418... Signature Adoption: Drawn on Device Using IP Address: 67.210.148.7	Sent: 1/11/2024 1:31:31 PM Viewed: 1/11/2024 4:15:41 PM Signed: 1/11/2024 4:16:07 PM
Christina Dormady christina.dormady@cityofdenton.com Buyer City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Christina Dormady CEEFC57B31BA412... Signature Adoption: Pre-selected Style Using IP Address: 198.49.140.104	Sent: 1/11/2024 4:16:08 PM Viewed: 1/11/2024 4:44:11 PM Signed: 1/11/2024 4:44:17 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Cheyenne Defee cheyenne.defee@cityofdenton.com Procurement Administration Supervisor City of Denton Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 1/11/2024 4:44:18 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/10/2024 2:45:49 PM
Certified Delivered	Security Checked	1/11/2024 4:44:11 PM
Signing Complete	Security Checked	1/11/2024 4:44:17 PM
Completed	Security Checked	1/11/2024 4:44:18 PM

Payment Events	Status	Timestamps

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To advise City of Denton of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at melissa.kraft@cityofdenton.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
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ii. send us an e-mail to purchasing@cityofdenton.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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ILA City of Denton for Construction Material Aggregates Purchase

Andrew Figueroa
November 12, 2024



AGENDA OVERVIEW

- Authorize the purchase of construction material through an existing interlocal agreement with the City of Denton for roadway and utility aggregates.
    - Contract Number : 7841
    - Vendor: CJA Enterprises
- Total Cost: $92,175.00
- 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.

CONTRACT PRICE SUMMARY

7841 - Supply of Construction Materials - CJA Pricing Log

		CJA Enterprises			
Line #	Description	QTY	UOM	Unit	Amendment #3 Price Increase
1	SECTION A- BULK UTILITY PRODUCTS SUPPLY OF SOIL, SAND, LIME AGGREGATE				
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18	8-12" Rip Rap Limestone	420	Tons	$30.00	**$46.25**
19	12-18" Rip Rap Limestone	400	Tons	$30.00	**$48.50**
20	24" Rip Rap Limestone	100	Tons	$45.50	**$56.95**
21	30" Rip Rap Limestone	100	Tons	$45.50	**$61.00**
22	36" Rip Rap Limestone	100	Tons	$48.00	**not avail**
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24	Pea Gravel (Washed)	1300	Tons	$18.50	**$25.15**

CONTRACT PRICE SUMMARY

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26	R.A.P. (Asphalt Millings)	5000	Cu. Yd.	$22.81	
26a	R.A.P. (Asphalt Millings) (Per Ton UOM Price)	6250	tons	$18.25	**$21.25**
27	Decomposed Granite	300	Tons	$23.50	**$35.00**
28	4-8" Colorado River Rock	80	Tons	$165.00	**$200.00**
28a	There will be a fuel surcharge per load if no load available going north to pick up the rock		Per Load	$400.00	**$400.00**
29	3-5" Bull Rock	25	Tons	$93.00	**$135.00**
	NEW LINE ITEMS				
30	ice sand special blend (priced for streets)		Tons		**$30.00**
31	1/2 belt run (priced for warehouse)		Tons		

QUESTIONS?

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Steve Walsh, Director of Parks and Recreation
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Jeff Davis
Date:	November 12, 2024
Re:	Sports Uniform Contracts

Action Requested:
Consider and act to authorize the purchase of Sport Uniforms from various vendors through cooperative contracts for a budgeted amount of $125,000.00. (Walsh)

Background Information:
The City purchases athletic uniforms for the youth sport programs operated by the Parks and Recreation Department. This includes flag football, softball, baseball, basketball, and soccer.

The City collects registration fees from players in each league. These fees are intended to offset associated league expenses including (but not limited to) uniforms, team equipment, referees/officials, and awards. The uniform requirements are different for each sport; jersey top is always included; hat or shorts are also provided depending on the sport. Coach shirts are included as well.

Vendor Filed As	*Description*	*Projected Player Count*	*CoOp*	*Amount FY'24*	*Amount FY'25 (estimated)*
CARDINALS SPORT CENTER, INC. DBA/GAME ONE	23-24 Basketball Uniforms	475	Buy Board: 665-22	$ 36,288.00	$ 42,000.00
VARSITY BRANDS HOLDING CO. INC DBA BSN SPORTS, LLC	2024 Softball Uniforms	100	Buy Board: 665-22	$ 3,411.10	$ 4,000.00
VARSITY BRANDS HOLDING CO. INC DBA BSN SPORTS, LLC	2024 Baseball Uniforms	425	Buy Board: 665-22	$ 20,493.00	$ 24,000.00
VARSITY BRANDS HOLDING CO. INC DBA BSN SPORTS, LLC	2024 Soccer (spring + fall)	900	Buy Board: 665-22	$ 36,815.00	$ 42,000.00
TEAM SPORTS AND PERFORMANCE	2024 flag football uniforms	275	Omnia: 08-35	$ 11,244.00	$ 13,000.00
			TOTAL	$ 108,251.10	$ 125,000.00

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. Contract 665-22
2. Contract 670-22
3. Contract 08-35 Sports, Inc. _ OMNIA Partners _ Contract Documents
4. 2024-11-12 sport uniform slides

Financial Consideration:
Funding is available through the current budget. Expenditures will not exceed funds appropriated, and funds will be committed upon the issuance of a purchase order.

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Vendor Contract Information Summary

Vendor	BSN Sports
Contact	Bid Department
Phone	8005277510
Email	BSNBID@BSNSPORTS.COM
Vendor Website	www.bsnsports.com
TIN	22-2795073
Address Line 1	14460 Varsity Brands Way
Vendor City	Farmers Branch
Vendor Zip	75244
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Athletic, Physical Education, Gymnasium Supplies and Equipment and Heavy Duty Exercise Equipment and Related Accessories
Contract No.	665-22
Effective	04/01/2022
Expiration	03/31/2025
Accepts RFQs	Yes
Quote Reference Number	Bid Log ID # 21-60257

Vendor Contract Information Summary

Vendor	Cardinal's Sport Center / dba/ Game One
Contact	Cris Munoz
Phone	806-765-6645
Email	cmunoz@cardsports.net
TIN	75-1053420
Address Line 1	6524 Slide Road
Vendor City	Lubbock
Vendor Zip	79424
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Best Way
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	Yes
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	Texas
Contract Name	Uniforms and Accessories
Contract No.	670-22
Effective	06/01/2022
Expiration	05/31/2025
Accepts RFQs	Yes
Quote Reference Number	670-22

Sports, Inc

Athletic Equipment and Uniforms

Sports, Inc. was founded in 1965 in Lewistown, Montana, as a means for independent sporting goods retailers to grow and prosper in a competitive marketplace. Since our beginning with seven outdoor stores, Sports, Inc. has grown into a nationwide network of stores involved in all facets of the sporting goods industry. We are proud of our unique reputation for innovation and service, the dedication of our staff and the extremely high quality of our membership. We are committed to helping independent sporting goods retailers remain competitive and prosperous. Our staff strives to develop mutually beneficial relationships with over 1,000 vendors to allow our members to take advantage of superior buying and service opportunities. Today, we are the most diverse and largest sporting goods buying group based on our number of independently owned retailers and the re locations.

Hi! Have a question? I'm here to help.

Click Your Industry

Education | Government

Nonprofit

Public Sector

K-12 Education

Higher Education

State & Local Government

Sports, Inc. is available on a cooperative contract through OMNIA Partners for public agencies, including K-12 districts, higher education institutions and state & local municipalities to leverage for their athletic equipment and uniform needs.

- **Athletic Equipment and Uniforms**
  Region 14 ESC - TX | 08-35

VIEW CONTRACT DOCUMENTATION

CONTACT US

AUTHORIZED DEALERS

Sports, Inc Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Athletic Equipment and Uniforms

Region 14 ESC - TX
Contract Number: 08-35

Initial Term: April 19, 2022 through April 30, 2025
Renewal Options: Option to renew for one (1) additional one-year periods through April 30, 2027
RENEWED THROUGH April 30, 2026

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Contract Update 1
- Renewal Letter 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

5001 Aspen Grove Drive
Franklin, TN 37067

info@omniapartners.com
(866) 875-3299

INDUSTRIES

K-12 Education
Higher Education
Government
Nonprofit
Enterprise
Corporate
Private Equity
Real Estate

SOLUTIONS

Contract Offerings
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Industry Experts

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CAREERS

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Youth Sport Uniforms

Jeff Davis, Assistant Director of Sports and Recreation



BACKGROUND INFO

- City provides uniforms to our registered players
- Uniforms are included in the registration fee
- Cooperative contracts used for purchasing
- Each sport has different uniform needs

FY 2025 REQUEST DETAILS

- Projected expenses below account for increase in both player counts and jersey costs

Vendor Filed As	Description	CoOp	*Projected Player Couint*	Amount FY'24	Amount FY'25 (estimated)
CARDINALS SPORT CENTER, INC. DBA/GAME ONE	23-24 **Basketball** Uniforms	Buy Board: 665-22	475	$ 36,288.00	$ 42,000.00
VARSITY BRANDS HOLDING CO, INC DBA BSN SPORTS, LLC	2024 **Softball** Uniforms	Buy Board: 665-22	100	$ 3,411.10	$ 4,000.00
VARSITY BRANDS HOLDING CO, INC DBA BSN SPORTS, LLC	2024 **Baseball** Uniforms	Buy Board: 665-22	425	$ 20,493.00	$ 24,000.00
VARSITY BRANDS HOLDING CO, INC DBA BSN SPORTS, LLC	2024 **Soccer** (spring + fall)	Buy Board: 665-22	900	$ 36,815.00	$ 42,000.00
TEAM SPORTS AND PERFORMANCE	2024 **Flag Football** uniforms	Omnia: 08-35	275	$ 11,244.00	$ 13,000.00
		TOTAL		$ 108,251.10	$ 125,000.00

QUESTIONS?

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:	Catherine Oduro
Date:	November 12, 2024
Re:	Wells Road/ Vest Lane (CR 84) Ph 2 Escrow Increase

Action Requested:
Consider and act to authorize the increase of escrow funds in the amount of $111,262.79 for the Wells Road/ Vest Lane (CR 84) Phase 2 project. (Glasgow)

Background Information:
On March 29, 2022, the city entered into an escrow agreement with Celina Development LLC, which provided the city to place into an escrow with an Escrow Agent the sum of $1,319,732.91 for the construction of the second phase of Wells Road/ Vest Lane (CR 84) from Daisy Corner to Coit Road (CR 86). This expense was the city's 55% of the estimated construction cost. The city's actual cost increased to $1,430,995.70 due to field changes that included adjusting existing driveway connections, gates and fence removal and replacements, additional landscaping installation, widened sidewalks, and project cleanup.

Legal Review:
Legal has reviewed and approved the agreement.

Supporting Documents:
1. CR 84 Escrow Draw #2 Final
2. CR 84 Ph 2 Escrow Agreement__EXECUTED
3. Wells Road Phase 2 Escrow increase

Financial Consideration:
Funding will not exceed available funds.

Staff Recommendation:
Staff recommends approval.

HILLWOOD COMMUNITIES
A PEROT COMPANY

Approval:

By: _____
Name: _____
Title: _____
Date: _____

Lilyana CR84--City of Celina Hillwood Cost Share
Draw Summary -- CR84
Costs Spent as of 6/30/2024

CR84				
Category	**Escrow Budget to-date**	**Funding Request**	**Total Funded to-date**	**City Budget Remaining**
Civil & Landscape				
Draw #1	**$ 1,097,065.45**	**$ -**	**$ 1,097,065.45**	**$ -**
Draw #2	**$ 333,930.25**	**$ 333,930.25**	**$ 333,930.25**	**$ -**
Total	**$ 1,430,995.70**	**$ 333,930.25**	**$ 1,430,995.70**	**$ -**
Escrow Deposit	1,319,732.91			
Additional Funds	111,262.79			

CR 84 Escrow
Request Detail
Draw # 2
Costs Spent as of 6/30/2024

Draw Category	Payee	Invoice Number	Contract #	Gross Billed	Retainage	Invoice Total	City Participation %	City Expense	Hillwood Participation %	Hillwood Expense
ENGINEERING	Spiars Engineering Inc	12786	11545	38,302.90		38,302.90	55%	21,066.60	45%	17,236.31
	Spiars Engineering Inc	12953	11545	36,677.90		36,677.90	55%	20,172.85	45%	16,505.06
	Spiars Engineering Inc	13013	11545	12,930.34		12,930.34	55%	7,111.69	45%	5,818.65
	Spiars Engineering Inc	13140	11545	30,775.00		30,775.00	55%	16,926.25	45%	13,848.75
	Spiars Engineering Inc	13242	11545	12,412.53		12,412.53	55%	6,826.89	45%	5,585.64
	Spiars Engineering Inc	13424	11545	11,921.93		11,921.93	55%	6,557.06	45%	5,364.87
	Spiars Engineering Inc	13518	11545	24,341.59		24,341.59	55%	13,387.87	45%	10,953.72
	Spiars Engineering Inc	13603	11545	19,114.08		19,114.08	55%	10,512.74	45%	8,601.34
	Spiars Engineering Inc	13752	11545	2,878.93		2,878.93	55%	1,583.41	45%	1,295.52
	Spiars Engineering Inc	13867	11545	9,250.14		9,250.14	55%	5,087.58	45%	4,162.56
	Spiars Engineering Inc	14001	11545	8,895.57		8,895.57	55%	4,892.56	45%	4,003.01
	Spiars Engineering Inc	14101	11545	13,288.04		13,288.04	55%	7,308.42	45%	5,979.62
	Spiars Engineering Inc	14284	11545	7,702.42		7,702.42	55%	4,236.33	45%	3,466.09
	Spiars Engineering Inc	14392	11545	13,283.90		13,283.90	55%	7,306.15	45%	5,977.76
	Spiars Engineering Inc	14472	11545	11,617.89		11,617.89	55%	6,389.84	45%	5,228.05
	Spiars Engineering Inc	14637	11545	3,300.00		3,300.00	55%	1,815.00	45%	1,485.00
	Spiars Engineering Inc	14763	11545	3,897.94		3,897.94	55%	2,143.87	45%	1,754.07
	Spiars Engineering Inc	14833	11545	334.91		334.91	55%	184.20	45%	150.71
	Spiars Engineering Inc	25590	15349	62.39		62.39	55%	34.31	45%	28.08
ENGINEERING Total				260,988.40	-	260,988.40		143,543.62		117,444.78
EARTHWORK	Mario Sinacola & Sons Excavati	15934-APP9	15934	-	24,642.31	24,642.31	55%	13,553.27	45%	11,089.04
EARTHWORK Total				-	24,642.31	24,642.31		13,553.27		11,089.04
WET UTILITIES	Cullum Construction Co., Inc.	15957-APP7	15957	56,340.40	(5,634.04)	50,706.36	55%	27,888.50	45%	22,817.86
	Cullum Construction Co., Inc.	15957-APP8	15957	-	45,924.74	45,924.74	55%	25,258.61	45%	20,666.13
WET UTILITIES Total				56,340.40	40,290.70	96,631.10		53,147.11		43,484.00
PAVING & SIGNAGE	Mario Sinacola & Sons Excavati	15934-APP8	15934	10,690.00	(1,069.00)	9,621.00	55%	5,291.55	45%	4,329.45
	Mario Sinacola & Sons Excavati	15934-APP9	15934	-	105,516.73	105,516.73	55%	58,034.20	45%	47,482.53
	Mario Sinacola & Sons Excavati	15934-APP10	15934	2,110.00		2,110.00	55%	1,160.50	45%	949.50
PAVING & SIGNAGE Total				12,800.00	104,447.73	117,247.73		64,486.25		52,761.48
								-		
LANDSCAPING	Nova Landscape Group, Inc.	16433-APP4	16433	12,560.00	(1,256.00)	11,304.00	55%	6,217.20	45%	5,086.80
	Nova Landscape Group, Inc.	16433-APP5	16433	43,876.24	(4,387.62)	39,488.62	55%	21,718.74	45%	17,769.88
	Nova Landscape Group, Inc.	16433-APP6	16433	11,413.09	(1,141.31)	10,271.78	55%	5,649.48	45%	4,622.30
	Nova Landscape Group, Inc.	16433-APP7	16433	7,085.96	(708.60)	6,377.36	55%	3,507.55	45%	2,869.81
	Nova Landscape Group, Inc.	16433-APP8	16433	3,036.20	(303.62)	2,732.58	55%	1,502.92	45%	1,229.66
	Nova Landscape Group, Inc.	16433-APP9	16433	10,211.00	(1,021.10)	9,189.90	55%	5,054.45	45%	4,135.46
	Nova Landscape Group, Inc.	16433-APP10	16433	4,034.84	(403.48)	3,631.36	55%	1,997.25	45%	1,634.11
	Nova Landscape Group, Inc.	16433-APP11	16433	6,612.50	(661.25)	5,951.25	55%	3,273.19	45%	2,678.06
	Nova Landscape Group, Inc.	16433-APP12	16433	-	18,689.51	18,689.51	55%	10,279.23	45%	8,410.28
LANDSCAPING Total				98,829.83	8,806.53	107,636.36		59,200.00		48,436.36
Grand Total				428,958.63	178,187.27	607,145.90	-	333,930.25	-	273,215.66

SPIARS ENGINEERING

Invoice

Date	Invoice #
5/31/2017	12786

Attention
Hillwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	50.00%		50.00%	3,250.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	0.00%		0.00%	0.00
Final Design Engineering	140,000.00	25.00%		25.00%	35,000.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	0.66%		0.66%	52.90

Subtotal	$38,302.90
Sales Tax (8.25%)	$0.00
Total Due	$38,302.90

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
6/30/2017	12953

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	75.00%	3,250.00	25.00%	1,625.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	0.00%		0.00%	0.00
Final Design Engineering	140,000.00	50.00%	35,000.00	25.00%	35,000.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	1.32%	52.90	0.66%	52.90

Subtotal	$36,677.90
Sales Tax (8.25%)	$0.00
Total Due	$36,677.90

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
7/31/2017	13013

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	75.00%	4,875.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	0.00%		0.00%	0.00
Final Design Engineering	140,000.00	59.00%	70,000.00	9.00%	12,600.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	5.45%	105.80	4.13%	330.34
Change Order No. 1 (08/12/17					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	0.00%		0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
7/31/2017	13013

Attention
Hillwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	0.00%		0.00%	0.00

Subtotal	$12,930.34
Sales Tax (8.25%)	$0.00
Total Due	$12,930.34

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

Spiars Engineering, Inc.
Transaction Detail By Account
June 30 through July 31, 2017

Type	Date	Num	Memo	Account	Debit
Hillwood Development					
17-043 Lilyana CR 84					
Invoice	06/30/2017	12953	Reimbursable Expenditures	6500 · Reimbursed Expenses	
General Journal	07/13/2017		plotting	6500 · Reimbursed Expenses	112.50
General Journal	07/20/2017		plotting	6500 · Reimbursed Expenses	157.50
General Journal	07/20/2017		mileage: 10AM mtg at City with Staff & Hillwood	6500 · Reimbursed Expenses	17.25
Total 17-043 Lilyana CR 84					287.25
Total Hillwood Development					287.25
TOTAL					**287.25**

x 1.15

$330.34

SPIARS ENGINEERING

Invoice

Date	Invoice #
8/31/2017	13140

Attention
Hillwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	4,875.00	25.00%	1,625.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	5.00%		5.00%	1,000.00
Final Design Engineering	140,000.00	75.00%	82,600.00	16.00%	22,400.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	5.45%	436.14	0.00%	0.00
Change Order No. 1 (08/12/17 CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	50.00%		50.00%	5,750.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
8/31/2017	13140

Attention
Hillwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	0.00%		0.00%	0.00

Subtotal	$30,775.00
Sales Tax (8.25%)	$0.00
Total Due	$30,775.00

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
9/30/2017	13242

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	5.00%	1,000.00	0.00%	0.00
Final Design Engineering	140,000.00	80.00%	105,000.00	5.00%	7,000.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	15.61%	436.14	10.16%	812.53
Change Order No. 1 (08/12/17					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	80.00%	5,750.00	30.00%	3,450.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
9/30/2017	13242

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	10.00%		10.00%	1,150.00

Subtotal	$12,412.53
Sales Tax (8.25%)	$0.00
Total Due	$12,412.53

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/30/2017	13424

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	5.00%	1,000.00	0.00%	0.00
Final Design Engineering	140,000.00	80.00%	112,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	0.00%		0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	17.76%	1,248.67	2.15%	171.93
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	100.00%	9,200.00	20.00%	2,300.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/30/2017	13424

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	10.00%	1,150.00	0.00%	0.00
Change Order No. 2 (11/20/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	12,600.00	75.00%		75.00%	9,450.00
CR84 Phase 2 Plan Revisions (Final Design Engineering)	8,550.00	0.00%		0.00%	0.00

Subtotal	$11,921.93
Sales Tax (8.25%)	$0.00
Total Due	$11,921.93

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
12/31/2017	13518

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	5.00%	1,000.00	0.00%	0.00
Final Design Engineering	140,000.00	94.00%	112,000.00	14.00%	19,600.00
Construction Coordination & Administration	20,000.00	4.00%		4.00%	800.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	27.65%	1,420.60	9.90%	791.59
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
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765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
12/31/2017	13518

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	9,450.00	25.00%	3,150.00
CR84 Phase 2 Plan Revisions (Final Design Engineering)	8,550.00	0.00%		0.00%	0.00

Subtotal	$24,341.59
Sales Tax (8.25%)	$0.00
Total Due	$24,341.59

SPIARS ENGINEERING, INC.
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765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
1/31/2018	13603

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	35.00%	1,000.00	30.00%	6,000.00
Final Design Engineering	140,000.00	100.00%	131,600.00	6.00%	8,400.00
Construction Coordination & Administration	20,000.00	4.00%	800.00	0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	36.58%	2,212.19	8.93%	714.08
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
1/31/2018	13603

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	33.33%		33.33%	4,000.00

Subtotal	$19,114.08
Sales Tax (8.25%)	$0.00
Total Due	$19,114.08

SPIARS ENGINEERING, INC.
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765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
2/28/2018	13752

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	45.00%	7,000.00	10.00%	2,000.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	4.00%	800.00	0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	37.56%	2,926.27	0.98%	78.53
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
2/28/2018	13752

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	40.00%	4,000.00	6.67%	800.40

Subtotal	$2,878.93
Sales Tax (8.25%)	$0.00
Total Due	$2,878.93

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Contract #: 11545

Invoice

Date	Invoice #
3/31/2018	13867

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	55.00%	9,000.00	10.00%	2,000.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	4.00%	800.00	0.00%	0.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures Change Order No. 1 (08/12/17)	8,000.00	38.19%	3,004.80	0.63%	50.14
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
3/31/2018	13867

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	10.00%	1,150.00	0.00%	0.00
Change Order No. 2 (11/20/17) CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering)	8,550.00	0.00%		0.00%	0.00
Change Order No. 3 (01/31/18) CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	100.00%	4,800.40	60.00%	7,200.00

Subtotal	$9,250.14
Sales Tax (8.25%)	$0.00
Total Due	$9,250.14

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
4/30/2018	14001

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Contract #: 11545

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	95.00%	11,000.00	40.00%	8,000.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	5.00%	800.00	1.00%	200.00
Control Staking	3,000.00	0.00%		0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	0.00%		0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	0.00%		0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	0.00%		0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	46.88%	3,054.94	8.70%	695.57
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
4/30/2018	14001

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering)	11,500.00	10.00%	1,150.00	0.00%	0.00
Change Order No. 2 (11/20/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering)	8,550.00	0.00%		0.00%	0.00
Change Order No. 3 (01/31/18)					
CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	100.00%	12,000.40	0.00%	0.00

Subtotal	$8,895.57
Sales Tax (8.25%)	$0.00
Total Due	$8,895.57

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
5/31/2018	14101

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	19,000.00	5.00%	1,000.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	15.00%	1,000.00	10.00%	2,000.00
Control Staking	3,000.00	100.00%		100.00%	3,000.00
Clearing and Silt Fence Staking	1,800.00	50.00%		50.00%	900.00
Street Rough Cut Grading Stakes	4,200.00	17.00%		17.00%	714.00
Rough Drainage Ditch Stakes	4,200.00	17.00%		17.00%	714.00
Rough Street Cut and Subgrade Verification	2,400.00	0.00%		0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	0.00%		0.00%	0.00
Final Paving Stakes	9,000.00	0.00%		0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	0.00%		0.00%	0.00
Franchise Utility Staking	6,600.00	0.00%		0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	83.33%		83.33%	3,749.85T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	58.14%	3,750.51	11.26%	900.83
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
5/31/2018	14101

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	100.00%	12,000.40	0.00%	0.00

Subtotal	$12,978.68
Sales Tax (8.25%)	$309.36
Total Due	$13,288.04

SPIARS ENGINEERING, INC.
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765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
6/30/2018	14284

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	15.00%	3,000.00	0.00%	0.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	25.00%	714.00	8.00%	336.00
Rough Drainage Ditch Stakes	4,200.00	25.00%	714.00	8.00%	336.00
Rough Street Cut and Subgrade Verification	2,400.00	10.00%		10.00%	240.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	10.00%		10.00%	660.00
Final Paving Stakes	9,000.00	10.00%		10.00%	900.00
Final Drainage Ditch Stakes	4,200.00	10.00%		10.00%	420.00
Franchise Utility Staking	6,600.00	10.00%		10.00%	660.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	0.00%		0.00%	0.00
Re-Staking (10%)	6,000.00	0.00%		0.00%	0.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	60.02%	4,651.34	1.88%	150.42
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
6/30/2018	14284

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%		100.00%	2,000.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%		100.00%	2,000.00

Subtotal	$7,702.42
Sales Tax (8.25%)	$0.00
Total Due	$7,702.42

SPIARS ENGINEERING, INC.
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765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
7/31/2018	14392

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	35.00%	3,000.00	20.00%	4,000.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	50.00%	1,050.00	25.00%	1,050.00
Rough Drainage Ditch Stakes	4,200.00	50.00%	1,050.00	25.00%	1,050.00
Rough Street Cut and Subgrade Verificatlon	2,400.00	50.00%	240.00	40.00%	960.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	40.00%	660.00	30.00%	1,980.00
Final Paving Stakes	9,000.00	40.00%	900.00	30.00%	2,700.00
Final Drainage Ditch Stakes	4,200.00	10.00%	420.00	0.00%	0.00
Franchise Utility Staking	6,600.00	10.00%	660.00	0.00%	0.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	10.00%		10.00%	900.00
Re-Staking (10%)	6,000.00	10.00%		10.00%	600.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	60.57%	4,801.76	0.55%	43.90
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
7/31/2018	14392

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%	2,000.00	0.00%	0.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%	2,000.00	0.00%	0.00

Subtotal	$13,283.90
Sales Tax (8.25%)	$0.00
Total Due	$13,283.90

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
8/31/2018	14472

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	45.00%	7,000.00	10.00%	2,000.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	50.00%	1,200.00	0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	50.00%	2,640.00	10.00%	660.00
Final Paving Stakes	9,000.00	50.00%	3,600.00	10.00%	900.00
Final Drainage Ditch Stakes	4,200.00	50.00%	420.00	40.00%	1,680.00
Franchise Utility Staking	6,600.00	50.00%	660.00	40.00%	2,640.00
Final Property Pins and Monuments	9,000.00	0.00%		0.00%	0.00
Retaining Wall Staking	9,000.00	50.00%	900.00	40.00%	3,600.00
Re-Staking (10%)	6,000.00	10.00%	600.00	0.00%	0.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	62.29%	4,845.66	1.72%	137.89
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
8/31/2018	14472

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%	2,000.00	0.00%	0.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%	2,000.00	0.00%	0.00

Subtotal	$11,617.89
Sales Tax (8.25%)	$0.00
Total Due	$11,617.89

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
9/30/2018	14637

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	45.00%	9,000.00	0.00%	0.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	50.00%	1,200.00	0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Paving Stakes	9,000.00	50.00%	4,500.00	0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Franchise Utility Staking	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Property Pins and Monuments	9,000.00	20.00%		20.00%	1,800.00
Retaining Wall Staking	9,000.00	50.00%	4,500.00	0.00%	0.00
Re-Staking (10%)	6,000.00	35.00%	600.00	25.00%	1,500.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	62.29%	4,983.55	0.00%	0.00
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Flnal Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
9/30/2018	14637

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%	2,000.00	0.00%	0.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%	2,000.00	0.00%	0.00

Subtotal	$3,300.00
Sales Tax (8.25%)	$0.00
Total Due	$3,300.00

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/1/2018	14763

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	50.00%	9,000.00	5.00%	1,000.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	50.00%	1,200.00	0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Paving Stakes	9,000.00	50.00%	4,500.00	0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Franchise Utility Staking	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Property Pins and Monuments	9,000.00	50.00%	1,800.00	30.00%	2,700.00
Retaining Wall Staking	9,000.00	50.00%	4,500.00	0.00%	0.00
Re-Staking (10%)	6,000.00	35.00%	2,100.00	0.00%	0.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	64.77%	4,983.55	2.47%	197.94
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/1/2018	14763

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (FInal Design Engineering)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%	2,000.00	0.00%	0.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%	2,000.00	0.00%	0.00

Subtotal	$3,897.94
Sales Tax (8.25%)	$0.00
Total Due	$3,897.94

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/30/2018	14833

Contract #: 11545

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
Topographic Survey	6,500.00	100.00%	6,500.00	0.00%	0.00
Construction Plat	2,500.00	0.00%		0.00%	0.00T
TXDOT Permit	20,000.00	100.00%	20,000.00	0.00%	0.00
Final Design Engineering	140,000.00	100.00%	140,000.00	0.00%	0.00
Construction Coordination & Administration	20,000.00	50.00%	10,000.00	0.00%	0.00
Control Staking	3,000.00	100.00%	3,000.00	0.00%	0.00
Clearing and Silt Fence Staking	1,800.00	50.00%	900.00	0.00%	0.00
Street Rough Cut Grading Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Rough Street Cut and Subgrade Verification	2,400.00	50.00%	1,200.00	0.00%	0.00
Wet Utility (Sanitary Sewer, Water and Storm Sewer)	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Paving Stakes	9,000.00	50.00%	4,500.00	0.00%	0.00
Final Drainage Ditch Stakes	4,200.00	50.00%	2,100.00	0.00%	0.00
Franchise Utility Staking	6,600.00	50.00%	3,300.00	0.00%	0.00
Final Property Pins and Monuments	9,000.00	50.00%	4,500.00	0.00%	0.00
Retaining Wall Staking	9,000.00	50.00%	4,500.00	0.00%	0.00
Re-Staking (10%)	6,000.00	40.00%	2,100.00	5.00%	300.00
Separate Instrument Exhibit	4,500.00	83.33%	3,749.85	0.00%	0.00T
Final Plat	2,500.00	0.00%		0.00%	0.00T
Reimbursable Expenditures	8,000.00	65.21%	5,181.49	0.44%	34.91
Change Order No. 1 (08/12/17)					
CR84 Phase 1 Plan Revisions (Final Design Engineering)	11,500.00	100.00%	11,500.00	0.00%	0.00

Subtotal	
Sales Tax (8.25%)	
Total Due	

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

SPIARS ENGINEERING

Invoice

Date	Invoice #
11/30/2018	14833

Attention
Hilllwood Residential Services 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project
17-043 Lilyana CR 84

Fee Description	Contract Amount	Total % Complete	Previously Invoiced	% This Period	Amount Due
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 2 (11/20/17)	11,500.00	10.00%	1,150.00	0.00%	0.00
CR84 Phase 1 Plan Revisions (Final Design Engineering) Change Order No. 3 (01/31/18)	12,600.00	100.00%	12,600.00	0.00%	0.00
CR84 Phase 2 Plan Revisions (Final Design Engineering) Change Order No. 4 (06/30/18)	8,550.00	0.00%		0.00%	0.00
CR84 Phase 1 Revisions (Final Design Engineering)	12,000.00	100.00%	12,000.40	0.00%	0.00
Final Design Engineering- TCP	2,000.00	100.00%	2,000.00	0.00%	0.00
Final Design Engineering- Right Turn Lane	2,000.00	100.00%	2,000.00	0.00%	0.00

Subtotal	$334.91
Sales Tax (8.25%)	$0.00
Total Due	$334.91

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

DocuSign Envelope ID: D7F3EE13-324F-462B-912A-8D2549BD79EE

7/20/2022

Approve

DocuSigned by:
Renee Cousins
0997CE096F054BB...

SPIARS
ENGINEERING & SURVEYING
a Christian-led & employee-owned company

Invoice

Date	Invoice #
6/30/2022	25590

Contract #: 15349

Terms
NET 45 Days

Attention
Hilllwood Residential Services Mr. Clint Yeager 3000 Turtle Creek Blvd. Dallas, Texas 75219

Project Manager: Tim Spiars

Project
20-198 Wells Road North (CR 84)

Fee Description	Contract Amount	Total % Comple...	Previously Invoi...	% This Period	Amount Due
Surveying (Topo)	13,000.00	100.00%	13,000.00	0.00%	0.00
Final Design Engineering	146,250.00	100.00%	146,250.00	0.00%	0.00
Limited Construction Coordination and Administration	18,750.00	100.00%	18,750.00	0.00%	0.00
Construction Staking	68,750.00	100.00%	68,750.00	0.00%	0.00
Re-Staking	7,000.00	100.00%	7,000.00	0.00%	0.00
Separate Instruments Exhibits	7,500.00	100.00%	7,500.00	0.00%	0.00T
Final Plat	5,000.00	100.00%	5,000.00	0.00%	0.00T
Reimbursable Expenditures	15,000.00	5.73%	797.57	0.42%	62.39

Subtotal	$62.39
Sales Tax (8.25%)	$0.00
Total Due	$62.39

SPIARS ENGINEERING, INC.
TBPE Reg. No. F-2121 · TBPLS Reg. No. F-10043100
765 Custer Road, Suite 100 · Plano, TX 75075 · Phone: (972) 422-0077 · Fax: (972) 422-0075

DocuSign Envelope ID: D7F3EE13-324F-462B-912A-8D2549BD79EE

Spiars Engineering, Inc.
Transaction Detail By Account
June 2022

Type	Date	Num	Memo	Account	Debit
Hillwood Development					
20-198 Wells Road North (CR 84)					
Check	06/01/2022	8199	Tax Cert (Ck Date 05/03/2022)	6500 · Reimbursed Expenses	20.00
Bill	06/03/2022	65429	Countdown Couriers	6500 · Reimbursed Expenses	34.25
Total 20-198 Wells Road North (CR 84)					54.25
Total Hillwood Development					54.25
TOTAL					54.25

X1.15
62.39

DocuSign Envelope ID: D7F3EE13-324F-462B-912A-8D2549BD79EE

Countdown Couriers
14275 Midway Rd, #100
Addison, TX 75001
countdowncouriers.com

INVOICE

Invoice #:	65429
Account #:	3146
Billing Thru:	06/03/22
Page:	1
Invoice Date:	06/03/22

Please direct all inquiries within 7 days to:
Phone #: 214-575-3400
Email: countdown@e-courier.com

SPIARS ENGINEERING
765 CUSTER RD Suite 100
PLANO, TX 75075

Please Remit To:
Countdown, Inc.
P.O. Box 771
Addison, TX 75001-0771

Order Info	Reference	Origin	Destination	Base Chg	Surcharges	Total
1403851 Faith Sour 05/31/22	20-170 20-170	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 11:33	HILLWOOD COMMUNITIES 3000 TURTLE CREEK BLVD DALLAS, TX 75219 SIGN Reginald Jones	17.50 Economy TOS: WD		17.50
					20-170 SUBTOTAL	17.50
1404005 Faith Sour 05/31/22	20-198 20-198	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 13:11	City of Celina 112 N Colorado St Celina, TX 75009 SIGN Melissa	34.25 Economy TOS: WD		34.25
					20-198 SUBTOTAL	34.25
1403852 Faith Sour 05/31/22	20-210 20-210	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 11:34	HILLWOOD COMMUNITIES 3000 TURTLE CREEK BLVD DALLAS, TX 75219 SIGN Reginald Jones	17.50 Economy TOS: WD		17.50
1405627 Faith Sour 06/02/22	20-210 20-210	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 13:12	City of Melissa - Develop 3411 Barker Ave Melissa, TX 75454 SIGN Leslie	48.30 Regular TOS: WD	2.42 SC	50.72
1406682 Faith Sour 06/03/22	20-210 20-210	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 14:46	HILLWOOD COMMUNITIES 3000 TURTLE CREEK BLVD DALLAS, TX 75219 SIGN reception	17.50 Economy TOS: WD	0.88 SC	18.38
1406683 Faith Sour 06/03/22	20-210 20-210	HILLWOOD COMMUNITIES 3000 TURTLE CREEK BLVD DALLAS, TX 75219 PCS 1 WT 1 DEL 16:24	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 SIGN reception	17.50 Economy TOS: WD	0.88 SC	18.38
					20-210 SUBTOTAL	104.98
1405062 Rachel 06/01/22	21-309 21-309	Spiars Engineering 501 W President George Bus Richardson, TX 75080 PCS 1 WT 1 DEL 16:13	City of Sherman 220 W Mulberry St Sherman, TX 75090 SIGN Amber doan	104.00 Economy TOS: WD	5.20 SC	109.20
					21-309 SUBTOTAL	109.20
1405937 Faith Sour 06/02/22	21-317 21-317	SPIARS ENGINEERING 765 CUSTER RD PLANO, TX 75075 PCS 1 WT 1 DEL 11:24	City of Cedar Hill 285 Uptown Blvd Cedar Hill, TX 75104 SIGN Maria	34.25 Economy TOS: WD	1.71 SC	35.96
					21-317 SUBTOTAL	35.96
1404002 Rachel 05/31/22	Rachel	Dallas County Clerk - Reco 500 Elm St Dallas, TX 75270 PCS 1 WT 1 DEL 10:33	Spiars Engineering 501 W President George Bu Richardson, TX 75080 SIGN reception	20.75 Regular TOS: WD		20.75
1405998 Rachel 06/02/22	Rachel Rachel	Thristian Michel 412 Royal St Waxahachie, TX 75165 PCS 1 WT 1 DEL 12:42	City of Dallas - P&D Engi 320 E. Jefferson Dallas, TX 75203 SIGN clerk	66.00 Regular TOS: WD	3.30 SC	69.30
1406000 Rachel 06/02/22	Rachel Rachel	City of Dallas - P&D Engin 320 E. Jefferson Dallas, TX 75203 PCS 1 WT 1 DEL 12:42	City of Dallas 320 E Jefferson Blvd Dallas, TX 75203 SIGN clerk	48.30 Regular TOS: WD	2.42 SC	50.72

Invoice #:	65429
Account #:	3146
Billing Thru:	06/03/22
Page:	1
Invoice Date:	06/03/22

FED. ID 75-1386561
Due within 15 Days of Invoice.

Countdown Couriers 14275 Midway Rd, #100 Addison, TX 75001

PLEASE NOTE: A 5% fuel surcharge will be added beginning June 1st.

Total Charges This Invoice	
Finance Charge Per Terms	
Invoice Total	

Printed 06/06/22 10:40

TO INSURE PROPER POSTING TO YOUR ACCOUNT PLEASE WRITE YOUR ACCOUNT NUMBER OR INVOICE NUMBER ON YOUR REMITTANCE.

8/17/2022

Approve

DocuSigned by:
Clint Yeager
557D0BE483B0497...

Application and Certificate For Payment

To Owner:	LILYANA PHASE 4 LLC 3000 TURTLE CREEK BLVD DALLAS, TX 75219	Project:	LILYANA CR 84 WELLS CELINA, TX	Application No: 8	Date: 07/31/2022
				Period To: 07/31/22	
				Architect's Project No: 2105B	
From (Contractor):	Mario Sinacola & Sons Exc Inc. 10950 Research Frisco, TX 75033	Contractor Job Number:	2105B	Contract Date: 03/11/21	
		Via (Architect):	Spiars Engineering	**Contract #: 15934**	
Phone:	214 387-3900	Contract For:	Lilyana CR 84 Excavation & Paving		

Contractor's Application For Payment

Change Order Summary	Number	Date Approved	Additions	Deductions
Change orders approved in previous months by owner			79,606.38	-32,805.00
Change orders approved this month	7	07/07/22	8,190.00	-44,212.00
	8	07/18/22		
	9	07/31/22	2,500.00	
Totals			10,690.00	-44,212.00
Net change by change orders			13,279.38	

Original contract sum	1,288,311.00
Net change by change orders	13,279.38
Contract sum to date	1,301,590.38
Total completed and stored to date	1,301,590.38
Retainage	
10.0% of completed work	130,159.04
0.0% of stored material	0.00
Total retainage	130,159.04
Total earned less retainage	1,171,431.34
Less previous certificates of payment	1,161,810.34
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**9,621.00**
Balance to finish, including retainage	130,159.04

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: 07/31/22

State of: TEXAS County of: COLLIN

Subscribed and sworn to before me this 31st day of JULY, 2022 (year). Notary public: _____

DANIEL VASQUEZ
Notary Public, State of Texas
Comm. Expires 10-14-2025
Notary ID 133392648

My commission expires 10/14/2025.

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

DocuSign Envelope ID: 93FE7AE7-4675-4EF1-8056-3331EAA88CBD

Application and Certificate For Payment -- page 2

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 8 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
11 GRADING														
11010	EXCAVATION MOBLIZATION	25,000.0000	1.00	EA	25,000.00	1.00	25,000.00	.00	0.00	1.00	25,000.00	100.0	2,500.00	
11020	SITE PREPARATION	3,500.0000	7.05	AC	24,675.00	7.05	24,675.00	.00	0.00	7.05	24,675.00	100.0	2,467.50	
11030	UNCLASSIFIED EXCAVATION	13.0000	8020.00	CY	104,260.00	8020.00	104,260.00	.00	0.00	8020.00	104,260.00	100.0	10,426.00	
11040	HAUL UTIL SPOILS (to LILYANA PHASE 7)	7.0000	600.00	CY	4,200.00	600.00	4,200.00	.00	0.00	600.00	4,200.00	100.0	420.00	
11050	MOISTURE CONDITION 5' DEPTH (within a ROW)	8.0000	5910.00	CY	47,280.00	5910.00	47,280.00	.00	0.00	5910.00	47,280.00	100.0	4,728.00	
11060	FINE GRADING	1.0000	19542.00	SY	19,542.00	19542.00	19,542.00	.00	0.00	19542.00	19,542.00	100.0	1,954.20	
11070	REMOVE DRIVEWAY CULVERTS (RCP & CMP)	30.0000	100.00	LF	3,000.00	100.00	3,000.00	.00	0.00	100.00	3,000.00	100.0	300.00	
11080	REM & DISP of EX 84" CMP	50.0000	68.00	LF	3,400.00	68.00	3,400.00	.00	0.00	68.00	3,400.00	100.0	340.00	
11090	REM & DISPOSE of ASPHALT PAVEMENT	1.0000	12737.00	SY	12,737.00	12737.00	12,737.00	.00	0.00	12737.00	12,737.00	100.0	1,273.70	
11100	REM & DISPOSE of CONC PAVEMENT	20.0000	42.00	SY	840.00	42.00	840.00	.00	0.00	42.00	840.00	100.0	84.00	
11110	REM & REPLACE EX MISC FENCING	10,000.0000	1.00	LP	10,000.00	.00	0.00	1.00	10,000.00	1.00	10,000.00	100.0	1,000.00	
11120	SOD BEHIND CURB (Nth & East Side of CR 84)	3.0000	11404.00	SY	34,212.00	.00	0.00	11404.00	34,212.00	11404.00	34,212.00	100.0	3,421.20	
Total GRADING					289,146.00		244,934.00		44,212.00		289,146.00		28,914.60	
44 PAVING														
44010	PAVING MOB CR 84-WELLS RD	23,000.0000	1.00	EA	23,000.00	1.00	23,000.00	.00	0.00	1.00	23,000.00	100.0	2,300.00	
44020	7" REINF CONC PAVEMENT for CR WELLS	39.0000	14580.00	SY	568,620.00	14580.00	568,620.00	.00	0.00	14580.00	568,620.00	100.0	56,862.00	
44030	6" LIME STABILZ SUBGRADE	3.3000	17466.00	SY	57,637.80	17466.00	57,637.80	.00	0.00	17466.00	57,637.80	100.0	5,763.78	
44040	7.5" HYDRATED LIME (45 lbs/sy)	170.0000	393.00	TN	66,810.00	393.00	66,810.00	.00	0.00	393.00	66,810.00	100.0	6,681.00	
44050	10 MIL PLY (4' OUTSIDE BACK of CURB)	0.4500	9456.00	SF	4,255.20	9456.00	4,255.20	.00	0.00	9456.00	4,255.20	100.0	425.52	
44060	TEMPORARY ASPHALT PAVEMENT	42.0000	636.00	SY	26,712.00	636.00	26,712.00	.00	0.00	636.00	26,712.00	100.0	2,671.20	
44070	BARRIER FREE RAMPS	2,200.0000	2.00	EA	4,400.00	2.00	4,400.00	.00	0.00	2.00	4,400.00	100.0	440.00	
44080	CONN to EXISTING ASPHALT PAVEMENT	50.0000	40.00	LF	2,000.00	40.00	2,000.00	.00	0.00	40.00	2,000.00	100.0	200.00	
44090	CONN to EXISTING CONCR DRIVE	15.0000	27.00	LF	405.00	27.00	405.00	.00	0.00	27.00	405.00	100.0	40.50	
44100	8'x6" SIDEWALK	6.2500	31740.00	SF	198,375.00	31740.00	198,375.00	.00	0.00	31740.00	198,375.00	100.0	19,837.50	
44110	STRIPING BUTTONS	12,550.0000	1.00	LP	12,550.00	1.00	12,550.00	.00	0.00	1.00	12,550.00	100.0	1,255.00	
Total PAVING					964,765.00		964,765.00		0.00		964,765.00		96,476.50	
45 SIGNAGE														
45010	STREET NAME SIGNS	1,150.0000	3.00	EA	3,450.00	3.00	3,450.00	.00	0.00	3.00	3,450.00	100.0	345.00	
45020	ROADWAY SIGN (SPEED LIMIT (WARNING SIGNS)	1,200.0000	9.00	EA	10,800.00	9.00	10,800.00	.00	0.00	9.00	10,800.00	100.0	1,080.00	

DocuSign Envelope ID: 93FE7AE7-4675-4EF1-8056-3331EAA88CBD

Application and Certificate For Payment -- page 3

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 8 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
45030	STOP SIGNS	1,075.0000	2.00	EA	2,150.00	2.00	2,150.00	.00	0.00	2.00	2,150.00	100.0	215.00	
Total SIGNAGE					16,400.00		16,400.00		0.00		16,400.00		1,640.00	
49 MAINTENANCE BOND														
49010	MAINTENANCE BOND (2 YR-100%)	18,000.0000	1.00	LP	18,000.00	1.00	18,000.00	.00	0.00	1.00	18,000.00	100.0	1,800.00	
Total MAINTENANCE BOND					18,000.00		18,000.00		0.00		18,000.00		1,800.00	
50 CO1-REVISED PROPOSED CONCR														
44020	CO1-7" REINF CONC PAVEMENT CR 84 WELLS	39.0000	-14580.00	SY	-568,620.00	-14580.00	-568,620.00	.00	0.00	-14580.00	-568,620.00	100.0	-56,862.00	
50010	CO1-6" REINF CONC PAVEMENT FOR CR 84 WELLS	36.7500	14580.00	SY	535,815.00	14580.00	535,815.00	.00	0.00	14580.00	535,815.00	100.0	53,581.50	
Total CO1-REVISED PROPOSED CONCR					-32,805.00		-32,805.00		0.00		-32,805.00		-3,280.50	
55 GRADING														
55001	CO2-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	50.00	
55002	CO2-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	75.00	
55003	CO2-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	108.00	
55004	CO2-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	64.80	
55005	CO2-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	361.80	
55006	CO2-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	1,500.00	
55007	CO2-CONNECT TO EXIST. CONCRETE	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	75.00	
55008	CO2-MOBILIZE GRADING & CONCRETE CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	250.00	
Total GRADING					24,846.00		24,846.00		0.00		24,846.00		2,484.60	
60 CO3-RFP15A-ADD'L DRIVES @ CR84														
60001	CO3-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	50.00	
60002	CO3-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	75.00	
60003	CO3-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	108.00	
60004	CO3-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	64.80	
60005	CO3-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	361.80	
60006	CO3-6" CONC PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	1,500.00	
60007	CO3-CONNECT TO EXISTING CONC	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	75.00	
60008	CO3-MOBILIZE GRADING & CONC CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	250.00	

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Application and Certificate For Payment -- page 4

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 8 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
Total CO3-RFP15A-ADD'L DRIVES @ CR84					24,846.00		24,846.00		0.00		24,846.00		2,484.60	
65 CO4-SIGNAGE & STRIPING REV.														
44110	CO4-CREDIT STRIPING/BUTTONS	12,549.0000	-1.00	LP	-12,549.00	-1.00	-12,549.00	.00	0.00	-1.00	-12,549.00	100.0	-1,254.90	
45010	CO4-CREDIT STREET NAME SIGNS	1,150.0000	-3.00	EA	-3,450.00	-3.00	-3,450.00	.00	0.00	-3.00	-3,450.00	100.0	-345.00	
45020	CO4-CREDIT ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,200.0000	-9.00	EA	-10,800.00	-9.00	-10,800.00	.00	0.00	-9.00	-10,800.00	100.0	-1,080.00	
45030	CO4-CREDIT STOP SIGNS	1,075.0000	-2.00	EA	-2,150.00	-2.00	-2,150.00	.00	0.00	-2.00	-2,150.00	100.0	-215.00	
65001	CO4-REVISED STRIPING/BUTTONS	15,600.0000	1.00	LP	15,600.00	1.00	15,600.00	.00	0.00	1.00	15,600.00	100.0	1,560.00	
65002	CO4-REVISED ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,500.0000	10.00	EA	15,000.00	10.00	15,000.00	.00	0.00	10.00	15,000.00	100.0	1,500.00	
65003	CO4-REVISED STOP SIGNS	1,300.0000	2.00	EA	2,600.00	2.00	2,600.00	.00	0.00	2.00	2,600.00	100.0	260.00	
65004	CO4-REINSTALL NEW STOP SIGNS ON REPLACED STREET LIGHT	800.0000	2.00	EA	1,600.00	2.00	1,600.00	.00	0.00	2.00	1,600.00	100.0	160.00	
Total CO4-SIGNAGE & STRIPING REV.					5,851.00		5,851.00		0.00		5,851.00		585.10	
70 CO5-ADD'L DRIVES @ WELLS RD														
70001	CO5-SAWCUT EXISTING CURB	10.0000	25.00	LF	250.00	25.00	250.00	.00	0.00	25.00	250.00	100.0	25.00	
70002	CO5-REMOVE & HAUL OFF CURB	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	37.50	
70003	CO5-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	108.00	SY	540.00	108.00	540.00	.00	0.00	108.00	540.00	100.0	54.00	
70004	CO5-COMPACTED SUBGRADE	3.0000	108.00	SY	324.00	108.00	324.00	.00	0.00	108.00	324.00	100.0	32.40	
70005	CO5-PLACE & COMPACT FLEXBASE	16.7500	108.00	SY	1,809.00	108.00	1,809.00	.00	0.00	108.00	1,809.00	100.0	180.90	
70006	CO5-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	100.00	SY	7,500.00	100.00	7,500.00	.00	0.00	100.00	7,500.00	100.0	750.00	
70007	CO5-CONNECT TO EXIST. CONCRETE	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	37.50	
70008	CO5-MOBILIZE GRADING & CONCRETE CREWS	1,250.0000	1.00	LP	1,250.00	1.00	1,250.00	.00	0.00	1.00	1,250.00	100.0	125.00	
Total CO5-ADD'L DRIVES @ WELLS RD					12,423.00		12,423.00		0.00		12,423.00		1,242.30	
75 CO6-RFP11-MATERIALS ADJUSTMENT														
75001	CO6-MATERIALS ADJUSTMENT	11,640.3800	1.00	LP	11,640.38	1.00	11,640.38	.00	0.00	1.00	11,640.38	100.0	1,164.04	
Total CO6-RFP11-MATERIALS ADJUSTMENT					11,640.38		11,640.38		0.00		11,640.38		1,164.04	
80 CO7-ADDED SIGNAGE & STRIPING														
80001	CO7-24" WHITE TY1 THERMOPLASTIC STOP BAR	30.0000	48.00	LF	1,440.00	.00	0.00	48.00	1,440.00	48.00	1,440.00	100.0	144.00	
80002	CO7-STOP SIGN WITH NAME BLADES COMBO INSTALL ON BRANDON INDUSTRIES POST	1,500.0000	3.00	EA	4,500.00	.00	0.00	3.00	4,500.00	3.00	4,500.00	100.0	450.00	

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To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 8 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
80003	CO7-REPLACE EXISTING W3-1 SIGN TRIM & BRANDON INDUSTRIES POLE	2,250.0000	1.00	EA	2,250.00	.00	0.00	1.00	2,250.00	1.00	2,250.00	100.0	225.00	
Total CO7-ADDED SIGNAGE & STRIPING					8,190.00		0.00		8,190.00		8,190.00		819.00	
85 CO8-CREDIT ITEMS NOT INSTALLED														
11110	CO8-CREDIT REMOVE & REPLACE EX. MISC FENCING	10,000.0000	-1.00	LP	-10,000.00	.00	0.00	-1.00	-10,000.00	-1.00	-10,000.00	100.0	-1,000.00	
11120	CO8-CREDIT SOD BEHIND CURB (NORTH & EAST SIDE OF CR 84)	3.0000	-11404.00	SY	-34,212.00	.00	0.00	-11404.00	-34,212.00	-11404.00	-34,212.00	100.0	-3,421.20	
Total CO8-CREDIT ITEMS NOT INSTALLED					-44,212.00		0.00		-44,212.00		-44,212.00		-4,421.20	
90 CO9-REM. & REP. SIDEWALK PANEL														
90001	CO9-DEMO & REMOVE SIDEWALK PANEL	1,000.0000	1.00	LP	1,000.00	.00	0.00	1.00	1,000.00	1.00	1,000.00	100.0	100.00	
90002	CO9-REPLACE SIDEWALK PANEL	1,500.0000	1.00	LP	1,500.00	.00	0.00	1.00	1,500.00	1.00	1,500.00	100.0	150.00	
Total CO9-REM. & REP. SIDEWALK PANEL					2,500.00		0.00		2,500.00		2,500.00		250.00	
	Application Total				1,301,590.38		1,290,900.38		10,690.00		1,301,590.38		130,159.04	

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Lilyana Phase 4-CR 84 Wells Road
Job No.: 2105B

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC and (maker of check) in the sum of $9,621.00 to Mario Sinacola & Sons Excavating, Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at CR 84 Wells Road, Celina, Texas (location) to the following extent: Grading & Paving Improvements, (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to progress payment request or invoice #9 through the period ending on July 31, 2022.

Date: July 31, 2022

Mario Sinacola & Sons Excavating Inc. (Company name)
By _____ (Signature)
Les Foster, V.P. (Name and Title)

ACKNOWLEDGED BEFORE ME this 31st day of July, 2022.

DANIEL VASQUEZ
Notary Public, State of Texas
Comm. Expires 10-14-2025
Notary ID 133392648

Daniel Vasquez
Notary Public, in and for STATE OF TEXAS
My Commission Expires: 10-14-2025

SOLO PAGE

8/17/2022

Approve

DocuSigned by:
Clint Yeager
557D08E483B0497...

Application and Certificate For Payment

To Owner:	LILYANA PHASE 4 LLC 3000 TURTLE CREEK BLVD DALLAS, TX 75219	Project:	LILYANA CR 84 WELLS CELINA, TX
From (Contractor):	Mario Sinacola & Sons Exc Inc. 10950 Research Frisco, TX 75033	Contractor Job Number:	2105B
Phone:	214 387-3900	Via (Architect):	Spiars Engineering
		Contract For:	Lilyana CR 84 Excavation & Paving

Application No: 9 Date: 07/31/2022
Period To: 07/31/22
Architect's Project No: 2105B
Contract Date: 03/11/21
Contract #: 15934

Contractor's Application For Payment

Change Order Summary	Number	Date Approved	Additions	Deductions
Change orders approved in previous months by owner			79,606.38	-32,805.00
Change orders approved this month	7	07/07/22	8,190.00	
	8	07/18/22		-44,212.00
	9	07/31/22	2,500.00	
Totals			10,690.00	-44,212.00
Net change by change orders			13,279.38	

Original contract sum	1,288,311.00
Net change by change orders	13,279.38
Contract sum to date	1,301,590.38
Total completed and stored to date	1,301,590.38
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	1,301,590.38
Less previous certificates of payment	1,171,431.34
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**130,159.04**
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: 07/31/22

State of: TEXAS County of: COLLIN

Subscribed and sworn to before me this 31st day of JULY, 2022 (year). Notary public: _____

DANIEL VASQUEZ
Notary Public, State of Texas
Comm. Expires 10-14-2025
Notary ID 133392648

My commission expires 10/14/2025.

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Application and Certificate For Payment -- page 2

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 9 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
11 GRADING														
11010	EXCAVATION MOBLIZATION	25,000.0000	1.00	EA	25,000.00	1.00	25,000.00	.00	0.00	1.00	25,000.00	100.0	0.00	
11020	SITE PREPARATION	3,500.0000	7.05	AC	24,675.00	7.05	24,675.00	.00	0.00	7.05	24,675.00	100.0	0.00	
11030	UNCLASSIFIED EXCAVATION	13.0000	8020.00	CY	104,260.00	8020.00	104,260.00	.00	0.00	8020.00	104,260.00	100.0	0.00	
11040	HAUL UTIL SPOILS (to LILYANA PHASE 7)	7.0000	600.00	CY	4,200.00	600.00	4,200.00	.00	0.00	600.00	4,200.00	100.0	0.00	
11050	MOISTURE CONDITION 5' DEPTH (within a ROW)	8.0000	5910.00	CY	47,280.00	5910.00	47,280.00	.00	0.00	5910.00	47,280.00	100.0	0.00	
11060	FINE GRADING	1.0000	19542.00	SY	19,542.00	19542.00	19,542.00	.00	0.00	19542.00	19,542.00	100.0	0.00	
11070	REMOVE DRIVEWAY CULVERTS (RCP & CMP)	30.0000	100.00	LF	3,000.00	100.00	3,000.00	.00	0.00	100.00	3,000.00	100.0	0.00	
11080	REM & DISP of EX 84" CMP	50.0000	68.00	LF	3,400.00	68.00	3,400.00	.00	0.00	68.00	3,400.00	100.0	0.00	
11090	REM & DISPOSE of ASPHALT PAVEMENT	1.0000	12737.00	SY	12,737.00	12737.00	12,737.00	.00	0.00	12737.00	12,737.00	100.0	0.00	
11100	REM & DISPOSE of CONC PAVEMENT	20.0000	42.00	SY	840.00	42.00	840.00	.00	0.00	42.00	840.00	100.0	0.00	
11110	REM & REPLACE EX MISC FENCING	10,000.0000	1.00	LP	10,000.00	1.00	10,000.00	.00	0.00	1.00	10,000.00	100.0	0.00	
11120	SOD BEHIND CURB (Nth & East Side of CR 84)	3.0000	11404.00	SY	34,212.00	11404.00	34,212.00	.00	0.00	11404.00	34,212.00	100.0	0.00	
Total GRADING					289,146.00		289,146.00		0.00		289,146.00		0.00	
44 PAVING														
44010	PAVING MOB CR 84-WELLS RD	23,000.0000	1.00	EA	23,000.00	1.00	23,000.00	.00	0.00	1.00	23,000.00	100.0	0.00	
44020	7" REINF CONC PAVEMENT for CR WELLS	39.0000	14580.00	SY	568,620.00	14580.00	568,620.00	.00	0.00	14580.00	568,620.00	100.0	0.00	
44030	6" LIME STABILZ SUBGRADE	3.3000	17466.00	SY	57,637.80	17466.00	57,637.80	.00	0.00	17466.00	57,637.80	100.0	0.00	
44040	7.5" HYDRATED LIME (45 lbs/sy)	170.0000	393.00	TN	66,810.00	393.00	66,810.00	.00	0.00	393.00	66,810.00	100.0	0.00	
44050	10 MIL PLY (4' OUTSIDE BACK of CURB)	0.4500	9456.00	SF	4,255.20	9456.00	4,255.20	.00	0.00	9456.00	4,255.20	100.0	0.00	
44060	TEMPORARY ASPHALT PAVEMENT	42.0000	636.00	SY	26,712.00	636.00	26,712.00	.00	0.00	636.00	26,712.00	100.0	0.00	
44070	BARRIER FREE RAMPS	2,200.0000	2.00	EA	4,400.00	2.00	4,400.00	.00	0.00	2.00	4,400.00	100.0	0.00	
44080	CONN to EXISTING ASPHALT PAVEMENT	50.0000	40.00	LF	2,000.00	40.00	2,000.00	.00	0.00	40.00	2,000.00	100.0	0.00	
44090	CONN to EXISTING CONCR DRIVE	15.0000	27.00	LF	405.00	27.00	405.00	.00	0.00	27.00	405.00	100.0	0.00	
44100	8'x6" SIDEWALK	6.2500	31740.00	SF	198,375.00	31740.00	198,375.00	.00	0.00	31740.00	198,375.00	100.0	0.00	
44110	STRIPING BUTTONS	12,550.0000	1.00	LP	12,550.00	1.00	12,550.00	.00	0.00	1.00	12,550.00	100.0	0.00	
Total PAVING					964,765.00		964,765.00		0.00		964,765.00		0.00	
45 SIGNAGE														
45010	STREET NAME SIGNS	1,150.0000	3.00	EA	3,450.00	3.00	3,450.00	.00	0.00	3.00	3,450.00	100.0	0.00	
45020	ROADWAY SIGN (SPEED LIMIT (WARNING SIGNS)	1,200.0000	9.00	EA	10,800.00	9.00	10,800.00	.00	0.00	9.00	10,800.00	100.0	0.00	

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Application and Certificate For Payment -- page 3

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 9 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
45030	STOP SIGNS	1,075.0000	2.00	EA	2,150.00	2.00	2,150.00	.00	0.00	2.00	2,150.00	100.0	0.00	
Total SIGNAGE					16,400.00		16,400.00		0.00		16,400.00		0.00	
49 MAINTENANCE BOND														
49010	MAINTENANCE BOND (2 YR-100%)	18,000.0000	1.00	LP	18,000.00	1.00	18,000.00	.00	0.00	1.00	18,000.00	100.0	0.00	
Total MAINTENANCE BOND					18,000.00		18,000.00		0.00		18,000.00		0.00	
50 CO1-REVISED PROPOSED CONCR														
44020	CO1-7" REINF CONC PAVEMENT CR 84 WELLS	39.0000	-14580.00	SY	-568,620.00	-14580.00	-568,620.00	.00	0.00	-14580.00	-568,620.00	100.0	0.00	
50010	CO1-6" REINF CONC PAVEMENT FOR CR 84 WELLS	36.7500	14580.00	SY	535,815.00	14580.00	535,815.00	.00	0.00	14580.00	535,815.00	100.0	0.00	
Total CO1-REVISED PROPOSED CONCR					-32,805.00		-32,805.00		0.00		-32,805.00		0.00	
55 GRADING														
55001	CO2-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	0.00	
55002	CO2-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
55003	CO2-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	0.00	
55004	CO2-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	0.00	
55005	CO2-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	0.00	
55006	CO2-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	0.00	
55007	CO2-CONNECT TO EXIST. CONCRETE	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
55008	CO2-MOBILIZE GRADING & CONCRETE CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	0.00	
Total GRADING					24,846.00		24,846.00		0.00		24,846.00		0.00	
60 CO3-RFP15A-ADD'L DRIVES @ CR84														
60001	CO3-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	0.00	
60002	CO3-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
60003	CO3-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	0.00	
60004	CO3-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	0.00	
60005	CO3-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	0.00	
60006	CO3-6" CONC PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	0.00	
60007	CO3-CONNECT TO EXISTING CONC	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
60008	CO3-MOBILIZE GRADING & CONC CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	0.00	

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Application and Certificate For Payment -- page 4

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 9 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
Total CO3-RFP15A-ADD'L DRIVES @ CR84					24,846.00		24,846.00		0.00		24,846.00		0.00	
65 CO4-SIGNAGE & STRIPING REV.														
44110	CO4-CREDIT STRIPING/BUTTONS	12,549.0000	-1.00	LP	-12,549.00	-1.00	-12,549.00	.00	0.00	-1.00	-12,549.00	100.0	0.00	
45010	CO4-CREDIT STREET NAME SIGNS	1,150.0000	-3.00	EA	-3,450.00	-3.00	-3,450.00	.00	0.00	-3.00	-3,450.00	100.0	0.00	
45020	CO4-CREDIT ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,200.0000	-9.00	EA	-10,800.00	-9.00	-10,800.00	.00	0.00	-9.00	-10,800.00	100.0	0.00	
45030	CO4-CREDIT STOP SIGNS	1,075.0000	-2.00	EA	-2,150.00	-2.00	-2,150.00	.00	0.00	-2.00	-2,150.00	100.0	0.00	
65001	CO4-REVISED STRIPING/BUTTONS	15,600.0000	1.00	LP	15,600.00	1.00	15,600.00	.00	0.00	1.00	15,600.00	100.0	0.00	
65002	CO4-REVISED ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,500.0000	10.00	EA	15,000.00	10.00	15,000.00	.00	0.00	10.00	15,000.00	100.0	0.00	
65003	CO4-REVISED STOP SIGNS	1,300.0000	2.00	EA	2,600.00	2.00	2,600.00	.00	0.00	2.00	2,600.00	100.0	0.00	
65004	CO4-REINSTALL NEW STOP SIGNS ON REPLACED STREET LIGHT	800.0000	2.00	EA	1,600.00	2.00	1,600.00	.00	0.00	2.00	1,600.00	100.0	0.00	
Total CO4-SIGNAGE & STRIPING REV.					5,851.00		5,851.00		0.00		5,851.00		0.00	
70 CO5-ADD'L DRIVES @ WELLS RD														
70001	CO5-SAWCUT EXISTING CURB	10.0000	25.00	LF	250.00	25.00	250.00	.00	0.00	25.00	250.00	100.0	0.00	
70002	CO5-REMOVE & HAUL OFF CURB	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	0.00	
70003	CO5-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	108.00	SY	540.00	108.00	540.00	.00	0.00	108.00	540.00	100.0	0.00	
70004	CO5-COMPACTED SUBGRADE	3.0000	108.00	SY	324.00	108.00	324.00	.00	0.00	108.00	324.00	100.0	0.00	
70005	CO5-PLACE & COMPACT FLEXBASE	16.7500	108.00	SY	1,809.00	108.00	1,809.00	.00	0.00	108.00	1,809.00	100.0	0.00	
70006	CO5-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	100.00	SY	7,500.00	100.00	7,500.00	.00	0.00	100.00	7,500.00	100.0	0.00	
70007	CO5-CONNECT TO EXIST. CONCRETE	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	0.00	
70008	CO5-MOBILIZE GRADING & CONCRETE CREWS	1,250.0000	1.00	LP	1,250.00	1.00	1,250.00	.00	0.00	1.00	1,250.00	100.0	0.00	
Total CO5-ADD'L DRIVES @ WELLS RD					12,423.00		12,423.00		0.00		12,423.00		0.00	
75 CO6-RFP11-MATERIALS ADJUSTMENT														
75001	CO6-MATERIALS ADJUSTMENT	11,640.3800	1.00	LP	11,640.38	1.00	11,640.38	.00	0.00	1.00	11,640.38	100.0	0.00	
Total CO6-RFP11-MATERIALS ADJUSTMENT					11,640.38		11,640.38		0.00		11,640.38		0.00	
80 CO7-ADDED SIGNAGE & STRIPING														
80001	CO7-24" WHITE TY1 THERMOPLASTIC STOP BAR	30.0000	48.00	LF	1,440.00	48.00	1,440.00	.00	0.00	48.00	1,440.00	100.0	0.00	
80002	CO7-STOP SIGN WITH NAME BLADES COMBO INSTALL ON BRANDON INDUSTRIES POST	1,500.0000	3.00	EA	4,500.00	3.00	4,500.00	.00	0.00	3.00	4,500.00	100.0	0.00	

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Application and Certificate For Payment -- page 5

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 9 Date: 07/31/22 Period To: 07/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
80003	CO7-REPLACE EXISTING W3-1 SIGN TRIM & BRANDON INDUSTRIES POLE	2,250.0000	1.00	EA	2,250.00	1.00	2,250.00	.00	0.00	1.00	2,250.00	100.0	0.00	
Total CO7-ADDED SIGNAGE & STRIPING					8,190.00		8,190.00		0.00		8,190.00		0.00	
85 CO8-CREDIT ITEMS NOT INSTALLED														
11110	CO8-CREDIT REMOVE & REPLACE EX. MISC FENCING	10,000.0000	-1.00	LP	-10,000.00	-1.00	-10,000.00	.00	0.00	-1.00	-10,000.00	100.0	0.00	
11120	CO8-CREDIT SOD BEHIND CURB (NORTH & EAST SIDE OF CR 84)	3.0000	-11404.00	SY	-34,212.00	-11404.00	-34,212.00	.00	0.00	-11404.00	-34,212.00	100.0	0.00	
Total CO8-CREDIT ITEMS NOT INSTALLED					-44,212.00		-44,212.00		0.00		-44,212.00		0.00	
90 CO9-REM. & REP. SIDEWALK PANEL														
90001	CO9-DEMO & REMOVE SIDEWALK PANEL	1,000.0000	1.00	LP	1,000.00	1.00	1,000.00	.00	0.00	1.00	1,000.00	100.0	0.00	
90002	CO9-REPLACE SIDEWALK PANEL	1,500.0000	1.00	LP	1,500.00	1.00	1,500.00	.00	0.00	1.00	1,500.00	100.0	0.00	
Total CO9-REM. & REP. SIDEWALK PANEL					2,500.00		2,500.00		0.00		2,500.00		0.00	
	Application Total				1,301,590.38		1,301,590.38		0.00		1,301,590.38		0.00	

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CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Lilyana Phase 4-CR 84 Wells Road
Job No.: 2105B

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $130,159.04 payable to Mario Sinacola & Sons Excavating Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located in CR 84 Wells Road, Celina, Texas (location) to the following extent: Grading & Paving Improvements (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (Contractor).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request No.09 through the period ending July 31, 2022.

Date: July 31, 2022

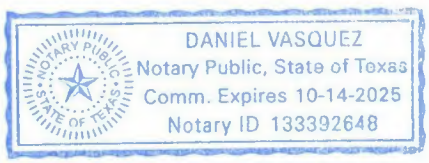
Mario Sinacola & Sons Excavating Inc. (Company name)

By _____ (Signature)

Les Foster, Vice President (Name and Title)

STATE OF TEXAS
COUNTY OF COLLIN

This Conditional Waiver and Release on Final Payment was acknowledged before me on this 31st day of July, 2022, by Les Foster, on behalf of Mario Sinacola & Sons, Excavating, Inc., a Corporation.



_____
Daniel Vasquez NOTARY PUBLIC, in and for State of Texas
My Commission Expires: 10-14-2025

SOLO PAGE

11/16/2022

DocuSigned by:
Clint Yeager
557D0BE483B0497...

Approve

Contract #: 15934

Application and Certificate For Payment

To Owner:	LILYANA PHASE 4 LLC 3000 TURTLE CREEK BLVD DALLAS, TX 75219	Project:	LILYANA CR 84 WELLS CELINA, TX
From (Contractor):	Mario Sinacola & Sons Exc Inc. 10950 Research Frisco, TX 75033	Contractor Job Number:	2105B
Phone:	214 387-3900	Via (Architect):	Spiars Engineering
		Contract For:	Lilyana CR 84 Excavation & Paving

CO8 fully executed for acct approval 11.15.22

Application No:	10
Date:	10/31/2022
Period To:	10/31/22
Architect's Project No:	2105B
Contract Date:	03/11/21

Contractor's Application For Payment

Change Order Summary	Number	Date Approved	Additions	Deductions
Change orders approved in previous months by owner			90,296.38	-77,017.00
Change orders approved this month	10	10/25/22	2,110.00	
Totals			2,110.00	
Net change by change orders			15,389.38	

Original contract sum	1,288,311.00
Net change by change orders	15,389.38
Contract sum to date	1,303,700.38
Total completed and stored to date	1,303,700.38
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	1,303,700.38
Less previous certificates of payment	1,301,590.38
0.000% of taxable amount	0.00
Current sales tax	0.00
Current payment due	**2,110.00**
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor:

By: _____ Date: 10/31/22

State of: TEXAS County of: COLLIN

Subscribed and sworn to before me this 31st day of OCTOBER 2022 (year). Notary public: _____

DANIEL VASQUEZ
Notary Public, State of Texas
Comm. Expires 10-14-2025
Notary ID 133392648

My commission expires 10/14/2025.

Architect's Certificate for Payment

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

Amount Certified: $ _____

Architect:

By: _____ Date: _____

This Certification is not negotiable. The Amount Certified is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Application and Certificate For Payment -- page 2

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 10 Date: 10/31/22 Period To: 10/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
11 GRADING														
11010	EXCAVATION MOBLIZATION	25,000.0000	1.00	EA	25,000.00	1.00	25,000.00	.00	0.00	1.00	25,000.00	100.0	0.00	
11020	SITE PREPARATION	3,500.0000	7.05	AC	24,675.00	7.05	24,675.00	.00	0.00	7.05	24,675.00	100.0	0.00	
11030	UNCLASSIFIED EXCAVATION	13.0000	8020.00	CY	104,260.00	8020.00	104,260.00	.00	0.00	8020.00	104,260.00	100.0	0.00	
11040	HAUL UTIL SPOILS (to LILYANA PHASE 7)	7.0000	600.00	CY	4,200.00	600.00	4,200.00	.00	0.00	600.00	4,200.00	100.0	0.00	
11050	MOISTURE CONDITION 5' DEPTH (within a ROW)	8.0000	5910.00	CY	47,280.00	5910.00	47,280.00	.00	0.00	5910.00	47,280.00	100.0	0.00	
11060	FINE GRADING	1.0000	19542.00	SY	19,542.00	19542.00	19,542.00	.00	0.00	19542.00	19,542.00	100.0	0.00	
11070	REMOVE DRIVEWAY CULVERTS (RCP & CMP)	30.0000	100.00	LF	3,000.00	100.00	3,000.00	.00	0.00	100.00	3,000.00	100.0	0.00	
11080	REM & DISP of EX 84" CMP	50.0000	68.00	LF	3,400.00	68.00	3,400.00	.00	0.00	68.00	3,400.00	100.0	0.00	
11090	REM & DISPOSE of ASPHALT PAVEMENT	1.0000	12737.00	SY	12,737.00	12737.00	12,737.00	.00	0.00	12737.00	12,737.00	100.0	0.00	
11100	REM & DISPOSE of CONC PAVEMENT	20.0000	42.00	SY	840.00	42.00	840.00	.00	0.00	42.00	840.00	100.0	0.00	
11110	REM & REPLACE EX MISC FENCING	10,000.0000	1.00	LP	10,000.00	1.00	10,000.00	.00	0.00	1.00	10,000.00	100.0	0.00	
11120	SOD BEHIND CURB (Nth & East Side of CR 84)	3.0000	11404.00	SY	34,212.00	11404.00	34,212.00	.00	0.00	11404.00	34,212.00	100.0	0.00	
Total GRADING					289,146.00		289,146.00		0.00		289,146.00		0.00	
44 PAVING														
44010	PAVING MOB CR 84-WELLS RD	23,000.0000	1.00	EA	23,000.00	1.00	23,000.00	.00	0.00	1.00	23,000.00	100.0	0.00	
44020	7" REINF CONC PAVEMENT for CR WELLS	39.0000	14580.00	SY	568,620.00	14580.00	568,620.00	.00	0.00	14580.00	568,620.00	100.0	0.00	
44030	6" LIME STABILZ SUBGRADE	3.3000	17466.00	SY	57,637.80	17466.00	57,637.80	.00	0.00	17466.00	57,637.80	100.0	0.00	
44040	7.5" HYDRATED LIME (45 lbs/sy)	170.0000	393.00	TN	66,810.00	393.00	66,810.00	.00	0.00	393.00	66,810.00	100.0	0.00	
44050	10 MIL PLY (4' OUTSIDE BACK of CURB)	0.4500	9456.00	SF	4,255.20	9456.00	4,255.20	.00	0.00	9456.00	4,255.20	100.0	0.00	
44060	TEMPORARY ASPHALT PAVEMENT	42.0000	636.00	SY	26,712.00	636.00	26,712.00	.00	0.00	636.00	26,712.00	100.0	0.00	
44070	BARRIER FREE RAMPS	2,200.0000	2.00	EA	4,400.00	2.00	4,400.00	.00	0.00	2.00	4,400.00	100.0	0.00	
44080	CONN to EXISTING ASPHALT PAVEMENT	50.0000	40.00	LF	2,000.00	40.00	2,000.00	.00	0.00	40.00	2,000.00	100.0	0.00	
44090	CONN to EXISTING CONCR DRIVE	15.0000	27.00	LF	405.00	27.00	405.00	.00	0.00	27.00	405.00	100.0	0.00	
44100	8'x6" SIDEWALK	6.2500	31740.00	SF	198,375.00	31740.00	198,375.00	.00	0.00	31740.00	198,375.00	100.0	0.00	
44110	STRIPING BUTTONS	12,550.0000	1.00	LP	12,550.00	1.00	12,550.00	.00	0.00	1.00	12,550.00	100.0	0.00	
Total PAVING					964,765.00		964,765.00		0.00		964,765.00		0.00	
45 SIGNAGE														
45010	STREET NAME SIGNS	1,150.0000	3.00	EA	3,450.00	3.00	3,450.00	.00	0.00	3.00	3,450.00	100.0	0.00	
45020	ROADWAY SIGN (SPEED LIMIT (WARNING SIGNS)	1,200.0000	9.00	EA	10,800.00	9.00	10,800.00	.00	0.00	9.00	10,800.00	100.0	0.00	

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Application and Certificate For Payment -- page 3

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 10 Date: 10/31/22 Period To: 10/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
45030	STOP SIGNS	1,075.0000	2.00	EA	2,150.00	2.00	2,150.00	.00	0.00	2.00	2,150.00	100.0	0.00	
Total SIGNAGE					16,400.00		16,400.00		0.00		16,400.00		0.00	
49 MAINTENANCE BOND														
49010	MAINTENANCE BOND (2 YR-100%)	18,000.0000	1.00	LP	18,000.00	1.00	18,000.00	.00	0.00	1.00	18,000.00	100.0	0.00	
Total MAINTENANCE BOND					18,000.00		18,000.00		0.00		18,000.00		0.00	
50 CO1-REVISED PROPOSED CONCR														
44020	CO1-7" REINF CONC PAVEMENT CR 84 WELLS	39.0000	-14580.00	SY	-568,620.00	-14580.00	-568,620.00	.00	0.00	-14580.00	-568,620.00	100.0	0.00	
50010	CO1-6" REINF CONC PAVEMENT FOR CR 84 WELLS	36.7500	14580.00	SY	535,815.00	14580.00	535,815.00	.00	0.00	14580.00	535,815.00	100.0	0.00	
Total CO1-REVISED PROPOSED CONCR					-32,805.00		-32,805.00		0.00		-32,805.00		0.00	
55 CO2-ADD'L DRIVES @WELLS & CR84														
55001	CO2-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	0.00	
55002	CO2-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
55003	CO2-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	0.00	
55004	CO2-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	0.00	
55005	CO2-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	0.00	
55006	CO2-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	0.00	
55007	CO2-CONNECT TO EXIST. CONCRETE	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
55008	CO2-MOBILIZE GRADING & CONCRETE CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	0.00	
Total CO2-ADD'L DRIVES @WELLS & CR84					24,846.00		24,846.00		0.00		24,846.00		0.00	
60 CO3-RFP15A-ADD'L DRIVES @ CR84														
60001	CO3-SAWCUT EXISTING CURB	10.0000	50.00	LF	500.00	50.00	500.00	.00	0.00	50.00	500.00	100.0	0.00	
60002	CO3-REMOVE AND HAUL OFF CURB	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
60003	CO3-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	216.00	SY	1,080.00	216.00	1,080.00	.00	0.00	216.00	1,080.00	100.0	0.00	
60004	CO3-COMPACTED SUBGRADE	3.0000	216.00	SY	648.00	216.00	648.00	.00	0.00	216.00	648.00	100.0	0.00	
60005	CO3-PLACE & COMPACT FLEXBASE	16.7500	216.00	SY	3,618.00	216.00	3,618.00	.00	0.00	216.00	3,618.00	100.0	0.00	
60006	CO3-6" CONC PAVING (#4's @ 18's O.C.E.W.)	75.0000	200.00	SY	15,000.00	200.00	15,000.00	.00	0.00	200.00	15,000.00	100.0	0.00	
60007	CO3-CONNECT TO EXISTING CONC	15.0000	50.00	LF	750.00	50.00	750.00	.00	0.00	50.00	750.00	100.0	0.00	
60008	CO3-MOBILIZE GRADING & CONC CREWS	2,500.0000	1.00	LP	2,500.00	1.00	2,500.00	.00	0.00	1.00	2,500.00	100.0	0.00	

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Application and Certificate For Payment -- page 4

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 10 Date: 10/31/22 Period To: 10/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
Total CO3-RFP15A-ADD'L DRIVES @ CR84					24,846.00		24,846.00		0.00		24,846.00		0.00	
65 CO4-SIGNAGE & STRIPING REV.														
44110	CO4-CREDIT STRIPING/BUTTONS	12,549.0000	-1.00	LP	-12,549.00	-1.00	-12,549.00	.00	0.00	-1.00	-12,549.00	100.0	0.00	
45010	CO4-CREDIT STREET NAME SIGNS	1,150.0000	-3.00	EA	-3,450.00	-3.00	-3,450.00	.00	0.00	-3.00	-3,450.00	100.0	0.00	
45020	CO4-CREDIT ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,200.0000	-9.00	EA	-10,800.00	-9.00	-10,800.00	.00	0.00	-9.00	-10,800.00	100.0	0.00	
45030	CO4-CREDIT STOP SIGNS	1,075.0000	-2.00	EA	-2,150.00	-2.00	-2,150.00	.00	0.00	-2.00	-2,150.00	100.0	0.00	
65001	CO4-REVISED STRIPING/BUTTONS	15,600.0000	1.00	LP	15,600.00	1.00	15,600.00	.00	0.00	1.00	15,600.00	100.0	0.00	
65002	CO4-REVISED ROADWAY SIGNS (SPEED LIMIT/WARNING SIGNS)	1,500.0000	10.00	EA	15,000.00	10.00	15,000.00	.00	0.00	10.00	15,000.00	100.0	0.00	
65003	CO4-REVISED STOP SIGNS	1,300.0000	2.00	EA	2,600.00	2.00	2,600.00	.00	0.00	2.00	2,600.00	100.0	0.00	
65004	CO4-REINSTALL NEW STOP SIGNS ON REPLACED STREET LIGHT	800.0000	2.00	EA	1,600.00	2.00	1,600.00	.00	0.00	2.00	1,600.00	100.0	0.00	
Total CO4-SIGNAGE & STRIPING REV.					5,851.00		5,851.00		0.00		5,851.00		0.00	
70 CO5-ADD'L DRIVES @ WELLS RD														
70001	CO5-SAWCUT EXISTING CURB	10.0000	25.00	LF	250.00	25.00	250.00	.00	0.00	25.00	250.00	100.0	0.00	
70002	CO5-REMOVE & HAUL OFF CURB	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	0.00	
70003	CO5-EXCAVATE APPROACHES FOR FLEXBASE	5.0000	108.00	SY	540.00	108.00	540.00	.00	0.00	108.00	540.00	100.0	0.00	
70004	CO5-COMPACTED SUBGRADE	3.0000	108.00	SY	324.00	108.00	324.00	.00	0.00	108.00	324.00	100.0	0.00	
70005	CO5-PLACE & COMPACT FLEXBASE	16.7500	108.00	SY	1,809.00	108.00	1,809.00	.00	0.00	108.00	1,809.00	100.0	0.00	
70006	CO5-6" CONCRETE PAVING (#4's @ 18's O.C.E.W.)	75.0000	100.00	SY	7,500.00	100.00	7,500.00	.00	0.00	100.00	7,500.00	100.0	0.00	
70007	CO5-CONNECT TO EXIST. CONCRETE	15.0000	25.00	LF	375.00	25.00	375.00	.00	0.00	25.00	375.00	100.0	0.00	
70008	CO5-MOBILIZE GRADING & CONCRETE CREWS	1,250.0000	1.00	LP	1,250.00	1.00	1,250.00	.00	0.00	1.00	1,250.00	100.0	0.00	
Total CO5-ADD'L DRIVES @ WELLS RD					12,423.00		12,423.00		0.00		12,423.00		0.00	
75 CO6-RFP11-MATERIALS ADJUSTMENT														
75001	CO6-MATERIALS ADJUSTMENT	11,640.3800	1.00	LP	11,640.38	1.00	11,640.38	.00	0.00	1.00	11,640.38	100.0	0.00	
Total CO6-RFP11-MATERIALS ADJUSTMENT					11,640.38		11,640.38		0.00		11,640.38		0.00	
80 CO7-ADDED SIGNAGE & STRIPING														
80001	CO7-24" WHITE TY1 THERMOPLASTIC STOP BAR	30.0000	48.00	LF	1,440.00	48.00	1,440.00	.00	0.00	48.00	1,440.00	100.0	0.00	
80002	CO7-STOP SIGN WITH NAME BLADES COMBO INSTALL ON BRANDON INDUSTRIES POST	1,500.0000	3.00	EA	4,500.00	3.00	4,500.00	.00	0.00	3.00	4,500.00	100.0	0.00	

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Application and Certificate For Payment -- page 5

To Owner: LILYANA PHASE 4 LLC
From (Contractor): Mario Sinacola & Sons Exc Inc.
Project: LILYANA CR 84 WELLS

Application No: 10 Date: 10/31/22 Period To: 10/31/22
Contractor's Job Number: 2105B
Architect's Project No: 2105B

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application Quantity	Work Completed Previous Application Amount	Work Completed This Period Quantity	Work Completed This Period Amount	Completed and Stored To Date Quantity	Completed and Stored To Date Amount	%	Retention	Memo
80003	CO7-REPLACE EXISTING W3-1 SIGN TRIM & BRANDON INDUSTRIES POLE	2,250.0000	1.00	EA	2,250.00	1.00	2,250.00	.00	0.00	1.00	2,250.00	100.0	0.00	
Total CO7-ADDED SIGNAGE & STRIPING					8,190.00		8,190.00		0.00		8,190.00		0.00	
85 CO8-CREDIT ITEMS NOT INSTALLED														
11110	CO8-CREDIT REMOVE & REPLACE EX. MISC FENCING	10,000.0000	-1.00	LP	-10,000.00	-1.00	-10,000.00	.00	0.00	-1.00	-10,000.00	100.0	0.00	
11120	CO8-CREDIT SOD BEHIND CURB (NORTH & EAST SIDE OF CR 84)	3.0000	-11404.00	SY	-34,212.00	-11404.00	-34,212.00	.00	0.00	-11404.00	-34,212.00	100.0	0.00	
Total CO8-CREDIT ITEMS NOT INSTALLED					-44,212.00		-44,212.00		0.00		-44,212.00		0.00	
90 CO9-REM. & REP. SIDEWALK PANEL														
90001	CO9-DEMO & REMOVE SIDEWALK PANEL	1,000.0000	1.00	LP	1,000.00	1.00	1,000.00	.00	0.00	1.00	1,000.00	100.0	0.00	
90002	CO9-REPLACE SIDEWALK PANEL	1,500.0000	1.00	LP	1,500.00	1.00	1,500.00	.00	0.00	1.00	1,500.00	100.0	0.00	
Total CO9-REM. & REP. SIDEWALK PANEL					2,500.00		2,500.00		0.00		2,500.00		0.00	
95 CO10-RFP16A-ADDED NAME BLADES														
95001	CO10-ADDED NAME BLADES ON BRANDON INDUSTRIES STOP SIGN	2,110.0000	1.00	LP	2,110.00	.00	0.00	1.00	2,110.00	1.00	2,110.00	100.0	0.00	
Total CO10-RFP16A-ADDED NAME BLADES					2,110.00		0.00		2,110.00		2,110.00		0.00	
	Application Total				1,303,700.38		1,301,590.38		2,110.00		1,303,700.38		0.00	

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CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project: Lilyana Phase 4-CR 84 Wells Road
Job No.: 2105B

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $2,110.00 payable to Mario Sinacola & Sons Excavating Inc. (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located in CR 84 Wells Road, Celina, Texas (location) to the following extent: Grading & Paving Improvements (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (Contractor).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request No.10 through the period ending October 31, 2022.

Date: October 31, 2022

Mario Sinacola & Sons Excavating Inc. (Company name)

By _____ (Signature)

Bradley Missler, Vice President (Name and Title)

STATE OF TEXAS
COUNTY OF COLLIN

This Conditional Waiver and Release on Final Payment was acknowledged before me on this 31st day of October, 2022, by Bradley Missler, on behalf of Mario Sinacola & Sons, Excavating, Inc., a Corporation.

DANIEL VASQUEZ
Notary Public, State of Texas
Comm. Expires 10-14-2025
Notary ID 133392648

Daniel Vasquez NOTARY PUBLIC, in and for State of Texas
My Commission Expires: 10-14-2025

SOLO PAGE

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DS AS 9/5/2023

Approve

Request for Payment

Date: 8/15/2023

Hillwood Contract #: 15957
Contractor/Consultant Project #: 2058-A

Owner: HILLWOOD COMMUNITIES
Address: 3000 TURTLE CREEK BLVD
DALLAS, TX 75219

Pay App#: 7
Invoice #: 2058-A -7

Hillwood Approval: DocuSigned by: Chad Yeager 33FC0BE483B0497...
Date: 9/6/2023

Project & Phase: LILYANA, WELLS ROAD, PHASE 2

Approve

Contractor/Consultant: CULLUM CONSTRUCTION COMPANY, INC.
Address: 6440 N CENTRAL EXPY, STE 500
DALLAS, TX 75206

Hillwood Approval:
Date:

APPROVED CHANGE ORDERS:

C.O. #	Amount	C.O. #	Amount	C.O. #	Amount
1	$ 13,315.00	5	$ -	9	$ -
2	$ (5,850.00)	6	$ -	10	$ -
3	$ (40,180.00)	7	$ -	11	$ -
4	$ -	8	$ -	12	$ -

Original Contract Sum		$	**491,962.40**
Net Change by Previously Authorized Change Orders		$	(32,715.00) **-7%** :Cumulative % Change in Contract Sum
Contract Sum to Date		$	459,247.40
Total Completed/Stored to Date		$	459,247.50 **100%** :Total % complete to date
Less Retainage	10.00%	$	45,924.75
Total Earned Less Retainage		$	413,322.75
Less Previous Payment		$	362,616.39
Current Payment Due			**$50,706.36**
Balance to Finish, Including Retainage			$45,924.65

Owner Requirements for Pay Request Submittal:

All requests for payment are subject to review and final approval by Hillwood Communities.

The above form must be completed in its entirety before request for payment will be processed for approvals.

All requests for payments must be submitted to contracts.ap@hillwood.com.

All requests for payments are due by end of business on the 15th of the month. Third party approval, if required, must be obtained prior to the 15th.

Reimbursable expenses billed must include back up and support to account for all dollars billed.

All Contractors are required to submit a Conditional Waiver of Payment with each request for payment. Each request for a progress payment requires a partial waiver, request for final payment requires a final waiver.

Conditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Only change orders that have been executed on Hillwood's standard change order form are eligible to be included in the above detail. Should a pay request be submitted with a change order listed that has not yet been executed on the required Hillwood form, the pay request will not be processed until the nearest pay period following the execution of the outstanding change order.

All change orders are subject to review and final approval by Hillwood Communities. No change order will be acknowledged as approved by Hillwood unless executed on the Hillwood required change order form.

Proof of Insurance must be on file and coverage active in order for payment to be processed, all payments will be on hold until proof of insurance is provided and meets the required coverage as listed in Exhibit C of the executed contract.

Please forward the required unconditional waiver for this payment request to contracts.ap@hillwood.com after payment has been received to avoid delays on future payments.

Unconditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Must provide vendor pay request form as back up

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6440 NORTH CENTRAL
EXPRESSWAY SUITE 500
DALLAS, TEXAS 75206

TEL (972) 271-9333
FAX (972) 271-4881

HILLWOOD COMMUNITIES
3000 TURTLE CREEK
DALLAS, TEXAS 75219
ATTN: CLINT YEAGER
ATTN: AUTUMN SMITH
E-MAIL: clint.yeager@hillwood.com
E-MAIL: autumn.smith@hillwood.com
contracts.ap@hillwood.com

AUGUST 15, 2023
INVOICE # 7 JOB # 2058-A
WATER , SEWER & DRAINAGE TO SERVE
WELLS ROAD, PHASE 2
CELINA, TEXAS

CONTRACT QUANTITY	WORK THIS MONTH	WORK TO DATE	ITEM	UNIT BID	MONTHLY AMOUNT	TOTAL AMOUNT
			WATER			
8.00	5.00	5.00	-EA- ADJUST EX. GATE VALVE	200.00	1,000.00	1,000.00
7.00	6.00	6.00	-EA- RELOCATE EX. FIRE HYDRANT	1,825.00	10,950.00	10,950.00
3.00	0.00		-EA- FIRE HYDRANT OFF EX. MAIN	7,475.00	0.00	0.00
3.00	1.00	1.00	-EA- 6" GATE VALVE	865.00	865.00	865.00
3.00	1.00	1.00	-EA- 12" CUT-IN GATE VALVE	6,800.00	6,800.00	6,800.00
0.00	0.00		-EA- 16" CUT-IN BUTTERFLY VALVE	12,650.00	0.00	0.00
0.00	0.00		-EA- 16" CUT-IN GATE VALVE	14,750.00	0.00	0.00
			TOTAL WATER		19,615.00	19,615.00
			SEWER			
1.00	1.00	1.00	-EA- ADJUST EX. MANHOLE	1,050.00	1,050.00	1,050.00
			TOTAL SEWER		1,050.00	1,050.00
			DRAINAGE			
60.00	0.00	60.00	-LF- 8'x 6' BOX CULVERT	740.00	0.00	44,400.00
442.00	0.00	442.00	-LF- 30" RCP	96.50	0.00	42,653.00
0.00	0.00		-LF- 27" RCP	82.50	0.00	0.00
602.00	0.00	602.00	-LF- 24" RCP	76.50	0.00	46,053.00
95.00	0.00	95.00	-LF- 21" RCP	68.00	0.00	6,460.00
855.00	0.00	855.00	-LF- 18" RCP	63.00	0.00	53,865.00
2.00	0.00	2.00	-EA- 4' STORM MANHOLE	5,500.00	0.00	11,000.00
2.00	0.00	2.00	-EA- CONNECT TO EXISTING 21" RCP	600.00	0.00	1,200.00
1.00	1.00	1.00	-EA- REM. EX. DROP INLET & PLUG LINE	800.00	800.00	800.00
0.00	0.00		-EA- 24" SLOPED END HEADWALL (4:1 NO BARS)	2,475.00	0.00	0.00
0.00	0.00		-EA- 8'x 6' TYPE "PW" HEADWALL(75'LONGx16'TALL)	99,750.00	0.00	0.00
1.00	0.00	1.00	-EA- MOD. 8'x 6' TYPE "PW" HEADWALL (60'LONGx16'TALL)	85,750.00	0.00	85,750.00
0.00	0.00		-EA- FORM LINER & STAIN FACE OF 8'x 6' H. W.	45,000.00	0.00	0.00
0.00	0.00		-EA- 8'x 6' TYPE "PW" HEADWALL(60'LONGx14'TALL)	67,150.00	0.00	0.00
1.00	0.00	1.00	-EA- 9'x 11' DEBRIS SEPARATOR	41,250.00	0.00	41,250.00
59.00	0.00	59.00	-SY- 18" THICH GABION MATTRESS	335.00	0.00	19,765.00
0.00	0.00		-SY- 12" THICH GABION MATTRESS	214.00	0.00	0.00
10.00	4.00	10.00	-EA- 10' CURB INLET	4,100.00	16,400.00	41,000.00
1.00	1.00	1.00	-EA- 2'X 2' DROP INLET w/APRON	3,275.00	3,275.00	3,275.00
2,054.00	1,694.00	2,054.00	-LF- TRENCH SAFETY	0.10	169.40	205.40
2,054.00	2,054.00	2,054.00	-LF- T. V. STORM SEWER	1.50	3,081.00	3,081.00
65.00	0.00	65.00	-LF- REM. & DISPOSE OF 84" CMP	50.00	0.00	3,250.00
1.00	0.00	1.00	-LS- LOWER EX. 16" WATER MAIN	18,750.00	0.00	18,750.00
1.00	0.00	1.00	-LS- RELOCATE EX. 2" GAS LINE @ RCP LATERAL	975.00	0.00	975.00
1.00	0.00	1.00	-LS- REMOVE CONCRETE ENCASEMENT	1,550.00	0.00	1,550.00
1.00	0.00	1.00	-LS- POT HOLE EX. 16" WATER MAIN FOR ALINGMENT	1,350.00	0.00	1,350.00
			TOTAL DRAINAGE		23,725.40	426,632.40
1.00	1.00	1.00	-LS- 2-YEAR 100% MAINTENANCE BOND	11,950.00	11,950.00	11,950.00
			TOTAL WATER, SANITARY SEWER, & STORM SEWER		56,340.40	459,247.40
			TOTAL JOB TO DATE		56,340.40	459,247.40
			LESS 10% RETAINAGE		5,634.04	45,924.74
			NET AMOUNT TO DATE		50,706.36	413,322.66
			TOTAL AMOUNT DUE THIS INVOICE		50,706.36	413,322.66

Serving the Finest Developments Since 1918

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PARTIAL WAIVER AND RELEASE OF LIEN

The State of Texas
County of Dallas

Whereas, the undersigned CULLUM CONSTRUCTION CO., INC. ("Contractor"), has been employed by HILLWOOD ("Owner") to furnish work pursuant to a Contract or Purchase Order for WELLS ROAD, PH2 ("The Project").

NOW, THEREFORE, Contractor, for and in consideration of the sum of $ 50,706.36 Dollars and other good and valuable consideration, paid to Contractor by Owner, the receipt and sufficiency of which is hereby acknowledged, does hereby waive and release any and all liens, claims or rights to liens on the Project under the Statutes of the State of Texas relating to Mechanic's Liens, on account of labor or materials, or both, furnished up to this date, by Contractor to or on account of Owner under said contract or purchase order for the Project, and for which payment has been made to Contractor by or on behalf of Owner.

Contractor further certifies that all laborers, suppliers and subcontractors employed by or contracted with by contractor, and all persons, firms or companies acting by, through or under Contractor in the current applications for payment delivered concurrently herewith have been fully paid, and contractor knows of no outstanding liens or claims against the Project.

Executed this 15TH day of AUGUST, 2023.

CONTRACTOR

By: _____

The State of Texas
County of Dallas

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared **MARK CULLUM**, of CULLUM CONSTRUCTION, a TEXAS Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and in capacity therein state and as the act and deed of said Contractor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15TH day of AUGUST, 2023.

_____

Notary Public in and for the State of Texas
Printed Name: PAT CAMPBELL
My commission expires: 07/29/25

PAT CAMPBELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/29/25
NOTARY ID 189739-9

DocuSign Envelope ID: 3289253F-27DD-46F9-A659-0D644232C25F

DS
AS

9/5/2023

Approve

Request for Payment

Date: 8/15/2023

Hillwood Contract #: 15957
Contractor/Consultant Project #: 2058-A

Owner: HILLWOOD COMMUNITIES
Address: 3000 TURTLE CREEK BLVD
DALLAS, TX 75219

Pay App#: 8 & FINAL
Invoice #: 2058-A -8+F

Hillwood Approval: DocuSigned by: Clint Yeager
Date: 9/6/2023

Project & Phase: LILYANA, WELLS ROAD, PHASE 2

Approve

Contractor/Consultant: CULLUM CONSTRUCTION COMPANY, INC.
Address: 6440 N CENTRAL EXPY, STE 500
DALLAS, TX 75206

Hillwood Approval:
Date:

APPROVED CHANGE ORDERS:

C.O. #	Amount	C.O. #	Amount	C.O. #	Amount
1	$ 13,315.00	5	$ -	9	$ -
2	$ (5,850.00)	6	$ -	10	$ -
3	$ (40,180.00)	7	$ -	11	$ -
4	$ -	8	$ -	12	$ -

Original Contract Sum		$	491,962.40	
Net Change by Previously Authorized Change Orders		$	(32,715.00)	-7% :Cumulative % Change in Contract Sum
Contract Sum to Date		$	459,247.40	
Total Completed/Stored to Date		$	459,247.40	100% :Total % complete to date
Less Retainage	0.00%	$	-	
Total Earned Less Retainage		$	459,247.40	
Less Previous Payment		$	413,322.65	
Current Payment Due			**$45,924.75**	
Balance to Finish, Including Retainage			$0.00	

Owner Requirements for Pay Request Submittal:

All requests for payment are subject to review and final approval by Hillwood Communities.

The above form must be completed in its entirety before request for payment will be processed for approvals.

All requests for payments must be submitted to contracts.ap@hillwood.com.

All requests for payments are due by end of business on the 15th of the month. Third party approval, if required, must be obtained prior to the 15th.

Reimbursable expenses billed must include back up and support to account for all dollars billed.

All Contractors are required to submit a Conditional Waiver of Payment with each request for payment. Each request for a progress payment requires a partial waiver, request for final payment requires a final waiver.

Conditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Only change orders that have been executed on Hillwood's standard change order form are eligible to be included in the above detail. Should a pay request be submitted with a change order listed that has not yet been executed on the required Hillwood form, the pay request will not be processed until the nearest pay period following the execution of the outstanding change order.

All change orders are subject to review and final approval by Hillwood Communities. No change order will be acknowledged as approved by Hillwood unless executed on the Hillwood required change order form.

Proof of Insurance must be on file and coverage active in order for payment to be processed, all payments will be on hold until proof of insurance is provided and meets the required coverage as listed in Exhibit C of the executed contract.

Please forward the required unconditional waiver for this payment request to contracts.ap@hillwood.com after payment has been received to avoid delays on future payments.

Unconditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Must provide vendor pay request form as back up

DocuSign Envelope ID: 3289253F-27DD-46F9-A659-0D644232C25F

6440 NORTH CENTRAL
EXPRESSWAY SUITE 500
DALLAS, TEXAS 75206

TEL (972) 271-9333
FAX (972) 271-4881

HILLWOOD COMMUNITIES
3000 TURTLE CREEK
DALLAS, TEXAS 75219
ATTN: CLINT YEAGER
ATTN: AUTUMN SMITH
E-MAIL: clint.yeager@hillwood.com
E-MAIL: autumn.smith@hillwood.com
contracts.ap@hillwood.com

AUGUST 15, 2023
INVOICE # 8 & FINAL JOB # 2058-A
WATER , SEWER & DRAINAGE TO SERVE
WELLS ROAD, PHASE 2
CELINA, TEXAS

CONTRACT QUANTITY	WORK THIS MONTH	WORK TO DATE	ITEM	UNIT BID	MONTHLY AMOUNT	TOTAL AMOUNT
			WATER			
8.00	0.00	5.00	-EA- ADJUST EX. GATE VALVE	200.00	0.00	1,000.00
7.00	0.00	6.00	-EA- RELOCATE EX. FIRE HYDRANT	1,825.00	0.00	10,950.00
3.00	0.00		-EA- FIRE HYDRANT OFF EX. MAIN	7,475.00	0.00	0.00
3.00	0.00	1.00	-EA- 6" GATE VALVE	865.00	0.00	865.00
3.00	0.00	1.00	-EA- 12" CUT-IN GATE VALVE	6,800.00	0.00	6,800.00
0.00	0.00		-EA- 16" CUT-IN BUTTERFLY VALVE	12,650.00	0.00	0.00
0.00	0.00		-EA- 16" CUT-IN GATE VALVE	14,750.00	0.00	0.00
			TOTAL WATER		0.00	19,615.00
			SEWER			
1.00	0.00	1.00	-EA- ADJUST EX. MANHOLE	1,050.00	0.00	1,050.00
			TOTAL SEWER		0.00	1,050.00
			DRAINAGE			
60.00	0.00	60.00	-LF- 8'x 6' BOX CULVERT	740.00	0.00	44,400.00
442.00	0.00	442.00	-LF- 30" RCP	96.50	0.00	42,653.00
0.00	0.00		-LF- 27" RCP	82.50	0.00	0.00
602.00	0.00	602.00	-LF- 24" RCP	76.50	0.00	46,053.00
95.00	0.00	95.00	-LF- 21" RCP	68.00	0.00	6,460.00
855.00	0.00	855.00	-LF- 18" RCP	63.00	0.00	53,865.00
2.00	0.00	2.00	-EA- 4' STORM MANHOLE	5,500.00	0.00	11,000.00
2.00	0.00	2.00	-EA- CONNECT TO EXISTING 21" RCP	600.00	0.00	1,200.00
1.00	0.00	1.00	-EA- REM. EX. DROP INLET & PLUG LINE	800.00	0.00	800.00
0.00	0.00		-EA- 24" SLOPED END HEADWALL (4:1 NO BARS)	2,475.00	0.00	0.00
0.00	0.00		-EA- 8'x 6' TYPE "PW" HEADWALL(75'LONGx16'TALL)	99,750.00	0.00	0.00
1.00	0.00	1.00	-EA- MOD. 8'x 6' TYPE "PW" HEADWALL (60'LONGx16'TALL)	85,750.00	0.00	85,750.00
0.00	0.00		-EA- FORM LINER & STAIN FACE OF 8'x 6' H. W.	45,000.00	0.00	0.00
0.00	0.00		-EA- 8'x 6' TYPE "PW" HEADWALL(60'LONGx14'TALL)	67,150.00	0.00	0.00
1.00	0.00	1.00	-EA- 9'x 11' DEBRIS SEPARATOR	41,250.00	0.00	41,250.00
59.00	0.00	59.00	-SY- 18" THICH GABION MATTRESS	335.00	0.00	19,765.00
0.00	0.00		-SY- 12" THICH GABION MATTRESS	214.00	0.00	0.00
10.00	0.00	10.00	-EA- 10' CURB INLET	4,100.00	0.00	41,000.00
1.00	0.00	1.00	-EA- 2'X 2' DROP INLET w/APRON	3,275.00	0.00	3,275.00
2,054.00	0.00	2,054.00	-LF- TRENCH SAFETY	0.10	0.00	205.40
2,054.00	0.00	2,054.00	-LF- T. V. STORM SEWER	1.50	0.00	3,081.00
65.00	0.00	65.00	-LF- REM. & DISPOSE OF 84" CMP	50.00	0.00	3,250.00
1.00	0.00	1.00	-LS- LOWER EX. 16" WATER MAIN	18,750.00	0.00	18,750.00
1.00	0.00	1.00	-LS- RELOCATE EX. 2" GAS LINE @ RCP LATERAL	975.00	0.00	975.00
1.00	0.00	1.00	-LS- REMOVE CONCRETE ENCASEMENT	1,550.00	0.00	1,550.00
1.00	0.00	1.00	-LS- POT HOLE EX. 16" WATER MAIN FOR ALINGMENT	1,350.00	0.00	1,350.00
			TOTAL DRAINAGE		0.00	426,632.40
1.00	0.00	1.00	-LS- 2-YEAR 100% MAINTENANCE BOND	11,950.00	0.00	11,950.00
			TOTAL WATER, SANITARY SEWER, & STORM SEWER		0.00	459,247.40
			TOTAL JOB TO DATE		0.00	459,247.40
			PLUS RETAINAGE		45,924.74	
			NET AMOUNT TO DATE		45,924.74	459,247.40
			TOTAL AMOUNT DUE THIS INVOICE		45,924.74	

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CONTRACTOR'S FINAL WAIVER AND RELEASE OF LIEN

STATE OF TEXAS
COUNTY of Dallas

KNOWN ALL MEN BY THESE PRESENT:

WHEREAS, the undersigned Cullum Construction Company (hereinafter referred to as "Contractor"), has entered into a general contract with **OWNER**, to perform work for improvements to the following described property:

WELLS ROAD, **PH 2**

of which **HILLWOOD COMMUNITIES** is Owner.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of **FOUR HUNDRED FIFTY-NINE, TWO HUNDRED FORTY-SEVEN DOLLARS & 40/100** (**$459,247.40**) DOLLARS, receipt and sufficiency of which is hereby acknowledged by the undersigned, Contractor does hereby fully release and forever discharge **OWNER** and all in privity with them, from and against all claims, debts, demands, or cause of action that Contractor has or may have as a result of furnishing labor or materials for improvements to the above-described property.

Contractor does further, for the same consideration, hereby waive and release any mechanic's or materialman's lien, or claim or right of lien on the aforementioned premises and improvements now or hereafter located on the above-described property which now exist or might otherwise arise on account of the labor or materials furnished or to be furnished by Contractor pursuant to the above mentioned agreement.

CULLUM CONSTRUCTION COMPANY, INC.

BY: _____
G. MARK CULLUM, PRESIDENT

The State of Texas
County of Dallas

BEFORE ME, the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared **G. MARK CULLUM**, of Cullum Construction Co., Inc. a Texas Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of said contractor.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th Day of AUGUST, 2023.

_____
Notary Public in and for the State of Texas

PAT CAMPBELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/29/25
NOTARY ID 189739-9

My commission expires: ~~August 17,2024~~ JULY 29, 2025

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road

APPLICATION NO: 4- Revised
6/23/2022
Approve
DocuSigned by: Clint Yeager CA 557D0BE433B0497

PERIOD TO: 6/10/2022

Distribution to:
- [ ] OWNER
- [ ]
- [ ]
- [ ] Contract #: 16433
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 8,004.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 153,552.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 100,625.29
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ $10,062.53	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 10,062.53
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 90,562.76
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 79,258.76
8. CURRENT PAYMENT DUE		$ 11,304.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 62,990.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$4,554.00	
Total approved this Month	$3,450.00	
TOTALS	$8,004.00	$0.00
NET CHANGES by Change Order	$8,004.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jessie Duchene Date: 7/1/22

State of: Texas County of: Collin
Subscribed and sworn to before me this 1st day of July, 2022
Notary Public: Caitlin Palmer
My Commission expires: 8/14/23

CAITLIN PALMER
Notary ID #132130157
My Commission Expires
August 14, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 4-Revised
APPLICATION DATE: 6/10/2022
PERIOD TO: 6/10/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Wells Road								
	Construction Soft Cost	$4,900.00	$3,280.00	$0.00		$3,280.00	66.94%	$1,620.00	$328.00
	Landscape	$49,540.34	$7,431.05	$0.00		$7,431.05	15.00%	$42,109.29	$743.11
	Irrigation	$91,108.48	$72,800.24	$9,110.00		$81,910.24	89.90%	$9,198.24	$8,191.02
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$0.00	$3,450.00		$3,450.00	100.00%	$0.00	$345.00
	GRAND TOTALS	**$153,552.82**	**$88,065.29**	**$12,560.00**	**$0.00**	**$100,625.29**		**$52,927.53**	**$10,062.53**

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 11,304.00 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 4 payable through 06/ 10 / 2022, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 06/17/2022
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 17th day of June, 2022.

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the
State of Texas

My Commission Expires: 02-08-2026

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road

APPLICATION NO: 5

7/20/2022

Approve

DocuSigned by:
Clint Yeager
557D0BE483B0497...

PERIOD TO: 7/10/2022

Distribution to:
- [ ] OWNER
- [ ]
- [ ]
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

Contract #: 16433

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 8,004.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 153,552.82
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 144,501.53
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ $14,450.15	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 14,450.15
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 130,051.38
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 90,562.76
8. **CURRENT PAYMENT DUE**		$ 39,488.62
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 23,501.44

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$8,004.00	
Total approved this Month	$0.00	
TOTALS	$8,004.00	$0.00
NET CHANGES by Change Order	$8,004.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchesne Date: 7/8/2022

State of: Texas County of: Collin
Subscribed and sworn to before me this 8th day of July
Notary Public:
My Commission expires: 02.08.2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 5
APPLICATION DATE: 7/7/2022
PERIOD TO: 7/10/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Wells Road								
	Construction Soft Cost	$4,900.00	$3,280.00	$0.00		$3,280.00	66.94%	$1,620.00	$328.00
	Landscape	$49,540.34	$7,431.05	$34,678.00		$42,109.05	85.00%	$7,431.29	$4,210.91
	Irrigation	$91,108.48	$81,910.24	$9,198.24		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	GRAND TOTALS	**$153,552.82**	**$100,625.29**	**$43,876.24**	**$0.00**	**$144,501.53**		**$9,051.29**	**$14,450.15**

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 39,488.62 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 5 payable through 07/ 10 / 2022, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 07/08/2022
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 8th day of July, 2022.

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 02.08.2026

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT:
Wells Road

APPLICATION NO: 6

8/17/2022

Approve

DocuSigned by:
Clint Yeager
557D0BE483B0497...

PERIOD TO: 8/10/2022

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

Contract #: 16433

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 14,463.09
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 160,011.91
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 155,914.62
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ $15,591.46	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 15,591.46
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 140,323.16
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 130,051.38
8. CURRENT PAYMENT DUE		$ 10,271.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 19,688.75

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$8,004.00	
Total approved this Month	$6,459.09	
TOTALS	$14,463.09	$0.00
NET CHANGES by Change Order	$14,463.09	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchane Date: 8/11/22

State of: Texas County of: Co
Subscribed and sworn to before me this 11th day of Augu
Notary Public: Debra Montey
My Commission expires: 02.08.2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 6
APPLICATION DATE: 8/10/2022
PERIOD TO: 8/10/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Wells Road								
	Construction Soft Cost	$4,900.00	$3,280.00	$0.00		$3,280.00	66.94%	$1,620.00	$328.00
	Landscape	$49,540.34	$42,109.05	$4,954.00		$47,063.05	95.00%	$2,477.29	$4,706.31
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$0.00	$6,459.09		$6,459.09	100.00%	$0.00	$645.91
	GRAND TOTALS	**$160,011.91**	**$144,501.53**	**$11,413.09**	**$0.00**	**$155,914.62**		**$4,097.29**	**$15,591.46**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 10,271.78 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 6 payable through 08/ 10 / 2022, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 08/11/2022
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 11th day of August, 2022.

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

NOTARY PUBLIC, in and for the
State of Texas

My Commission Expires: 02.08.2026

SOLO PAGE

DocuSign Envelope ID: ECCD7D4E-8D17-4673-9D3C-EAF695E6D7C1

AF[illegible] CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road
Contract #: 16433

APPLICATION NO: 7
Verbally approved by Clint Yeager
01.26.23

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 10/10/2022

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS: 1/26/2023

CONTRACT DATE: Approve

DocuSigned by:
Autumn Smith
37610D152A3444A...

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 17,451.76
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 163,000.58
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 163,000.58
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ $16,300.06	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 16,300.06
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 146,700.52
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 140,323.16
8. CURRENT PAYMENT DUE		$ 6,377.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 16,300.06

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$14,463.09	
Total approved this Month	$2,988.67	
TOTALS	$17,451.76	$0.00
NET CHANGES by Change Order	$17,451.76	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 10/10/2022

State of: Texas County of: Collin
Subscribed and sworn to before me this 10th day of October 2022
Notary Public: [signature]
My Commission expires: 02.08.2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 7
APPLICATION DATE: 10/10/2022
PERIOD TO: 10/10/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Wells Road								
	Construction Soft Cost	$4,900.00	$3,280.00	$1,620.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$47,063.05	$2,477.29		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$0.00	$2,988.67		$2,988.67	100.00%	$0.00	$298.87
	GRAND TOTALS	**$163,000.58**	**$155,914.62**	**$7,085.96**	**$0.00**	**$163,000.58**		**$0.00**	**$16,300.06**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 6,377.36 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 7 payable through 10/ 10 / 2022, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 10/10/2022
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 10th day of October, 2022.

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 02-08-2026

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road 1/18/2023

Approve

DocuSigned by:
Clint Yeager
557D0BE483B0497...

APPLICATION NO: 8

PERIOD TO: 12/14/2022

Distribution to:
- [ ] OWNER
- [ ] Contract #: 16433
- [ ] ARCHITECT
- [ ] CONTRACTOR

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 20,487.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 166,036.78
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 166,036.78
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ $16,603.68	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 16,603.68
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 149,433.10
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 146,700.52
8. CURRENT PAYMENT DUE		$ 2,732.58
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 16,603.68

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$17,451.76	
Total approved this Month	$3,036.20	
TOTALS	$20,487.96	$0.00
NET CHANGES by Change Order	$20,487.96	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchaune Date: 12/14/2022

State of: Texas County of: Collin
Subscribed and sworn to before me this 14th day of December 2022
Notary Public: Debra Montey
My Commission expires: 02-08-2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 8
APPLICATION DATE: 12/14/2022
PERIOD TO: 12/14/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Wells Road								
	Construction Soft Cost	$4,900.00	$4,900.00	$0.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$49,540.34	$0.00		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$2,988.67	$0.00		$2,988.67	100.00%	$0.00	$298.87
	CO #5	$920.00	$0.00	$920.00		$920.00	100.00%	$0.00	$92.00
	CO #6	$2,116.20	$0.00	$2,116.20		$2,116.20	100.00%	$0.00	$211.62
	GRAND TOTALS	**$166,036.78**	**$163,000.58**	**$3,036.20**	**$0.00**	**$166,036.78**		**$0.00**	**$16,603.68**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

DocuSign Envelope ID: 6AAF1516-5308-4E5F-8EED-5F587E6F89CE

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 2,732.58 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 8 payable through 12/14/2022, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 12/14/2022
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 14th day of December, 2022.

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the
State of Texas

My Commission Expires: 02-08-2026

SOLO PAGE

APPLICATION AND CERTIFICATION FOR PAYMENT

DocuSign Envelope ID: BE8F4DEF-26A4-42BF-8B6A-89329A47CA2D

AIA DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road 3/21/2023 Approve

APPLICATION NO: 9

DocuSigned by:
Clint Yeager
557D0BE483B0497...

Distribution to:
- OWNER
- ARCHITECT
- CONTRACTOR

PERIOD TO: 3/15/2023

Contract #: 16433

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	145,548.82
2. Net change by Change Orders	$	30,698.96
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	176,247.78
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	176,247.78
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$	$17,624.78
b. ____ % of Stored Material (Column F on G703)	$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	17,624.78
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	158,623.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	149,433.10
8. CURRENT PAYMENT DUE	$	9,189.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	17,624.78

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$20,487.96	
Total approved this Month	$10,211.00	
TOTALS	$30,698.96	$0.00
NET CHANGES by Change Order	$30,698.96	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchane Date: 3/16/2023

State of: Texas County of: Co
Subscribed and sworn to before me this 16th day of Mar
Notary Public: Deb Montey
My Commission expires: 02-08-2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 9
APPLICATION DATE: 3/15/2023
PERIOD TO: 3/31/2023
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
	Wells Road								
	Construction Soft Cost	$4,900.00	$4,900.00	$0.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$49,540.34	$0.00		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$2,988.67	$0.00		$2,988.67	100.00%	$0.00	$298.87
	CO #5	$920.00	$920.00	$0.00		$920.00	100.00%	$0.00	$92.00
	CO #6	$2,116.20	$2,116.20	$0.00		$2,116.20	100.00%	$0.00	$211.62
	CO # 7	$10,211.00	$0.00	$10,211.00		$10,211.00	100.00%	$0.00	$1,021.10
	GRAND TOTALS	**$176,247.78**	**$166,036.78**	**$10,211.00**	**$0.00**	**$176,247.78**		**$0.00**	**$17,624.78**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

DocuSign Envelope ID: BE8F4DEF-26A4-42BF-8B6A-89329A47CA2D

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 9189.00 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 9 payable through 03 / 15 / 2023 Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 03/15/2023
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 15th day of March, 2023

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 02.08.2023

SOLO PAGE

Request for Payment

Date: 4/13/2023

Hillwood Contract #: 16433
Contractor/Consultant Project #:

Owner: Lilyana Phase 4, LLC
Address: 3000 Turtle Creek Blvd.
Dallas, TX 75219

Pay App#: 10
Invoice #:

Approve
Hillwood Approval: DocuSigned by: Clint Yeager 557D0BE483B0497...
Date: 4/20/2023

Project & Phase: Wells Road (CR 84)
Phase 2 - Landscape

Contractor/Consultant: Nova Landscape Group, Inc.
Address: 1500 Nova Rd.
Lavon, TX 75166

Hillwood Approval:
Date:

APPROVED CHANGE ORDERS:

C.O. #	Amount	C.O. #	Amount	C.O. #	Amount
1	$ 4,554.00	5	$ 920.00	9	$ -
2	$ 3,450.00	6	$ 2,116.20	10	$ -
3	$ 6,459.09	7	$ 10,211.00	11	$ -
4	$ 2,988.67	8	$ 4,034.84	12	$ -

Original Contract Sum		$ 145,548.82	
Net Change by Previously Authorized Change Orders		$ 34,733.80	**19%** :Cumulative % Change in Contract Sum
Contract Sum to Date		$ 180,282.62	
Total Completed/Stored to Date		$ 180,282.62	**100%** :Total % complete to date
Less Retainage	10.00%	$ 18,028.26	
Total Earned Less Retainage		$ 162,254.36	
Less Previous Payment		$ 158,623.00	
Current Payment Due		**$3,631.36**	
Balance to Finish, Including Retainage		$18,028.26	

Owner Requirements for Pay Request Submittal:

All requests for payment are subject to review and final approval by Hillwood Communities.

The above form must be completed in its entirety before request for payment will be processed for approvals.

All requests for payments must be submitted to contracts.ap@hillwood.com.

All requests for payments are due by end of business on the 15th of the month. Third party approval, if required, must be obtained prior to the 15th.

Reimbursable expenses billed must include back up and support to account for all dollars billed.

All Contractors are required to submit a Conditional Waiver of Payment with each request for payment. Each request for a progress payment requires a partial waiver, request for final payment requires a final waiver.

Conditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Only change orders that have been executed on Hillwood's standard change order form are eligible to be included in the above detail. Should a pay request be submitted with a change order listed that has not yet been executed on the required Hillwood form, the pay request will not be processed until the nearest pay period following the execution of the outstanding change order.

All change orders are subject to review and final approval by Hillwood Communities. No change order will be acknowledged as approved by Hillwood unless executed on the Hillwood required change order form.

Proof of Insurance must be on file and coverage active in order for payment to be processed, all payments will be on hold until proof of insurance is provided and meets the required coverage as listed in Exhibit C of the executed contract.

Please forward the required unconditional waiver for this payment request to contracts.ap@hillwood.com after payment has been received to avoid delays on future payments.

Unconditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Must provide vendor pay request form as back up

APPLICATION AND CERTIFICATION FOR PAYMENT

DocuSign Envelope ID: 0DDD9121-D596-4676-8AC6-37E18A20AFDA

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER: PROJECT:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

Wells Road

APPLICATION NO: 10

Distribution to:
- [ ] OWNER
- [ ]
- [ ]
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 4/13/2023

FROM CONTRACTOR: VIA ARCHITECT:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 34,733.80
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 180,282.62
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 180,282.62
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ 18,028.26	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 18,028.26
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 162,254.36
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 158,623.00
8. CURRENT PAYMENT DUE		$ 3,631.36
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 18,028.26

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$30,698.96	
Total approved this Month	$4,034.84	
TOTALS	$34,733.80	$0.00
NET CHANGES by Change Order	$34,733.80	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchaine Date: 4/13/23

State of: Texas County of: Co
Subscribed and sworn to before me this 13 day of April
Notary Public:
My Commission expires: 02-08-2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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DocuSign Envelope ID: 0DDD9121-D596-4676-8AC6-37E18A20AFDA

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 10
APPLICATION DATE: 4/13/2023
PERIOD TO: 4/13/2023
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Wells Road								
	Construction Soft Cost	$4,900.00	$4,900.00	$0.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$49,540.34	$0.00		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$2,988.67	$0.00		$2,988.67	100.00%	$0.00	$298.87
	CO #5	$920.00	$920.00	$0.00		$920.00	100.00%	$0.00	$92.00
	CO #6	$2,116.20	$2,116.20	$0.00		$2,116.20	100.00%	$0.00	$211.62
	CO # 7	$10,211.00	$10,211.00	$0.00		$10,211.00	100.00%	$0.00	$1,021.10
	CO #8	$4,034.84	$0.00	$4,034.84		$4,034.84	100.00%	$0.00	$403.48
	GRAND TOTALS	**$180,282.62**	**$176,247.78**	**$4,034.84**	**$0.00**	**$180,282.62**		**$0.00**	**$18,028.26**

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

DocuSign Envelope ID: 0DDD9121-D596-4676-8AC6-37E18A20AFDA

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $3,631.36 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 10 payable through 04/13/2023, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 04/13/2023
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 13 day of April, 2023

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the State of Texas

My Commission Expires: 02-08-2026

SOLO PAGE

Request for Payment

Date: 5/10/2023

Hillwood Contract #: **16433**
Contractor/Consultant Project #:

Owner: Lilyana Phase 4, LLC
Address: 3000 Turtle Creek Blvd.
Dallas, TX 75219

Pay App#: 11
Invoice #:

Hillwood Approval: DocuSigned by: Clint Yeager 557D0BE483B0497...

Project & Phase: Wells Road (CR 84)
Phase 2 - Landscape

Approve

Date: 5/19/2023

Contractor/Consultant: Nova Landscape Group, Inc.
Address: 1500 Nova Rd.
Lavon, TX 75166

Hillwood Approval:

Date:

APPROVED CHANGE ORDERS:

C.O. #	Amount	C.O. #	Amount	C.O. #	Amount
1	$ 4,554.00	5	$ 920.00	9	$ 6,612.50
2	$ 3,450.00	6	$ 2,116.20	10	$ -
3	$ 6,459.09	7	$ 10,211.00	11	$ -
4	$ 2,988.67	8	$ 4,034.84	12	$ -

Original Contract Sum		$	145,548.82
Net Change by Previously Authorized Change Orders		$	41,346.30
Contract Sum to Date		$	186,895.12
Total Completed/Stored to Date		$	186,895.12
Less Retainage	10.00%	$	18,689.51
Total Earned Less Retainage		$	168,205.61
Less Previous Payment		$	162,254.36
Current Payment Due			**$5,951.25**
Balance to Finish, Including Retainage			$18,689.51

22% :Cumulative % Change in Contract Sum

100% :Total % complete to date

Owner Requirements for Pay Request Submittal:

All requests for payment are subject to review and final approval by Hillwood Communities.

The above form must be completed in its entirety before request for payment will be processed for approvals.

All requests for payments must be submitted to contracts.ap@hillwood.com.

All requests for payments are due by end of business on the 15th of the month. Third party approval, if required, must be obtained prior to the 15th.

Reimbursable expenses billed must include back up and support to account for all dollars billed.

All Contractors are required to submit a Conditional Waiver of Payment with each request for payment. Each request for a progress payment requires a partial waiver, request for final payment requires a final waiver.

Conditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Only change orders that have been executed on Hillwood's standard change order form are eligible to be included in the above detail. Should a pay request be submitted with a change order listed that has not yet been executed on the required Hillwood form, the pay request will not be processed until the nearest pay period following the execution of the outstanding change order.

All change orders are subject to review and final approval by Hillwood Communities. No change order will be acknowledged as approved by Hillwood unless executed on the Hillwood required change order form.

Proof of Insurance must be on file and coverage active in order for payment to be processed, all payments will be on hold until proof of insurance is provided and meets the required coverage as listed in Exhibit C of the executed contract.

Please forward the required unconditional waiver for this payment request to contracts.ap@hillwood.com after payment has been received to avoid delays on future payments.

Unconditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Must provide vendor pay request form as back up

DocuSign Envelope ID: 6A3C95EE-CBFF-45A3-9F87-C7D95D375CA1

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road

APPLICATION NO: 11

Distribution to:
- [ ] OWNER
- [ ]
- [ ]
- [ ] ARCHITECT
- [ ] CONTRACTOR
- [ ]
- [ ]

PERIOD TO: 5/10/2023

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$	145,548.82
2. Net change by Change Orders	$	41,346.30
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	186,895.12
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	186,895.12
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$	$18,689.51
b. ____ % of Stored Material (Column F on G703)	$	Included in above
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$	18,689.51
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$	168,205.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$	162,254.36
8. CURRENT PAYMENT DUE	$	5,951.25
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	18,689.51

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$34,733.80	
Total approved this Month	$6,612.50	
TOTALS	$41,346.30	$0.00
NET CHANGES by Change Order	$41,346.30	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Jessie Duchene Date: 5/10/23

State of: Texas County of: Co

Subscribed and sworn to before me this 10th day of May

Notary Public:

My Commission expires: 02-08-2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 11
APPLICATION DATE: 5/10/2023
PERIOD TO: 5/10/2023
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Wells Road								
	Construction Soft Cost	$4,900.00	$4,900.00	$0.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$49,540.34	$0.00		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$2,988.67	$0.00		$2,988.67	100.00%	$0.00	$298.87
	CO #5	$920.00	$920.00	$0.00		$920.00	100.00%	$0.00	$92.00
	CO #6	$2,116.20	$2,116.20	$0.00		$2,116.20	100.00%	$0.00	$211.62
	CO # 7	$10,211.00	$10,211.00	$0.00		$10,211.00	100.00%	$0.00	$1,021.10
	CO #8	$4,034.84	$4,034.84	$0.00		$4,034.84	100.00%	$0.00	$403.48
	CO #9	$6,612.50	$0.00	$6,612.50		$6,612.50	100.00%	$0.00	$661.25
	GRAND TOTALS	**$186,895.12**	**$180,282.62**	**$6,612.50**	**$0.00**	**$186,895.12**		**$0.00**	**$18,689.51**

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CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $ 5,951.25 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper, TX (location) to the following extent: Pay Application No. 11 payable through 05/10/2023, Landscape & Irrigation (job description).

This release covers a progress payment for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted) as indicated in the attached statement(s) or progress payment request(s), except for unpaid retention, pending modifications and changes, or other items furnished.

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this progress payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project in regard to the attached statement(s) or progress payment request(s).

Date 05/10/2023
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 10th day of May, 2023.

_____
NOTARY PUBLIC, in and for the
State of Texas

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

My Commission Expires: 02-08-2026

SOLO PAGE

Request for Payment

Date: 5/10/2023

Hillwood Contract #: 16433
Contractor/Consultant Project #:

Owner: Lilyana Phase 4, LLC
Address: 3000 Turtle Creek Blvd.
Dallas, TX 75219

Pay App#: 12RET
Invoice #:

Hillwood Approval: DocuSigned by: Clint Yeager 557D0BE483B0497...
Approve
Date: 5/19/2023

Project & Phase: Wells Road (CR 84)
Phase 2 - Landscape

Contractor/Consultant: Nova Landscape Group, Inc.
Address: 1500 Nova Rd.
Lavon, TX 75166

Hillwood Approval:

Date:

APPROVED CHANGE ORDERS:

C.O. #	Amount	C.O. #	Amount	C.O. #	Amount
1	$ 4,554.00	5	$ 920.00	9	$ 6,612.50
2	$ 3,450.00	6	$ 2,116.20	10	$ -
3	$ 6,459.09	7	$ 10,211.00	11	$ -
4	$ 2,988.67	8	$ 4,034.84	12	$ -

Original Contract Sum		$ 145,548.82	
Net Change by Previously Authorized Change Orders		$ 41,346.30	**22%** :Cumulative % Change in Contract Sum
Contract Sum to Date		$ 186,895.12	
Total Completed/Stored to Date		$ 186,895.12	**100%** :Total % complete to date
Less Retainage	0.00%	$ -	
Total Earned Less Retainage		$ 186,895.12	
Less Previous Payment		$ 168,205.61	
Current Payment Due		**$18,689.51**	
Balance to Finish, Including Retainage		$0.00	

Owner Requirements for Pay Request Submittal:

All requests for payment are subject to review and final approval by Hillwood Communities.

The above form must be completed in its entirety before request for payment will be processed for approvals.

All requests for payments must be submitted to contracts.ap@hillwood.com.

All requests for payments are due by end of business on the 15th of the month. Third party approval, if required, must be obtained prior to the 15th.

Reimbursable expenses billed must include back up and support to account for all dollars billed.

All Contractors are required to submit a Conditional Waiver of Payment with each request for payment. Each request for a progress payment requires a partial waiver, request for final payment requires a final waiver.

Conditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Only change orders that have been executed on Hillwood's standard change order form are eligible to be included in the above detail. Should a pay request be submitted with a change order listed that has not yet been executed on the required Hillwood form, the pay request will not be processed until the nearest pay period following the execution of the outstanding change order.

All change orders are subject to review and final approval by Hillwood Communities. No change order will be acknowledged as approved by Hillwood unless executed on the Hillwood required change order form.

Proof of Insurance must be on file and coverage active in order for payment to be processed, all payments will be on hold until proof of insurance is provided and meets the required coverage as listed in Exhibit C of the executed contract.

Please forward the required unconditional waiver for this payment request to contracts.ap@hillwood.com after payment has been received to avoid delays on future payments.

Unconditional Waiver requirement is only applicable to vendors providing labor, services, equipment or materials furnished to the above mentioned property.

Must provide vendor pay request form as back up

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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER:
Lilyana Phase 4, LLC
3000 Turtle Creek Blvd
Dallas, TX 75219

PROJECT: Wells Road

APPLICATION NO: 12-RET

Distribution to:
OWNER
ARCHITECT
CONTRACTOR

PERIOD TO: 5/10/2023

FROM CONTRACTOR:
Nova Landscape Group, Inc
1500 Nova Road
Lavon, TX 75166

VIA ARCHITECT:

PROJECT NOS:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		$ 145,548.82
2. Net change by Change Orders		$ 41,346.30
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ 186,895.12
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 186,895.12
5. RETAINAGE:		
a. 0.1 % of Completed Work (Column D + E on G703)	$ 18,689.51	
b. ____ % of Stored Material (Column F on G703)	$ Included in above	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		$ 18,689.51
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 168,205.61
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 168,205.61
8. CURRENT PAYMENT DUE		$ 18,689.51
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$34,733.80	
Total approved this Month	$6,612.50	
TOTALS	$41,346.30	$0.00
NET CHANGES by Change Order	$41,346.30	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: Leslie Duchane Date: 5/10/23

State of: Texas County of: Co
Subscribed and sworn to before me this 10th day of May
Notary Public:
My Commission expires: 02-08-2026

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED . . . . . $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292
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CONTINUATION SHEET

AIA DOCUMENT G703

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

Wells Road

APPLICATION NO: 12-RET
APPLICATION DATE: 5/10/2023
PERIOD TO: 5/10/2023
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H	I	J
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
	Wells Road								
	Construction Soft Cost	$4,900.00	$4,900.00	$0.00		$4,900.00	100.00%	$0.00	$490.00
	Landscape	$49,540.34	$49,540.34	$0.00		$49,540.34	100.00%	$0.00	$4,954.03
	Irrigation	$91,108.48	$91,108.48	$0.00		$91,108.48	100.00%	$0.00	$9,110.85
	Co #1	$4,554.00	$4,554.00	$0.00		$4,554.00	100.00%	$0.00	$455.40
	Co#2	$3,450.00	$3,450.00	$0.00		$3,450.00	100.00%	$0.00	$345.00
	Co #3	$6,459.09	$6,459.09	$0.00		$6,459.09	100.00%	$0.00	$645.91
	Co # 4	$2,988.67	$2,988.67	$0.00		$2,988.67	100.00%	$0.00	$298.87
	CO #5	$920.00	$920.00	$0.00		$920.00	100.00%	$0.00	$92.00
	CO #6	$2,116.20	$2,116.20	$0.00		$2,116.20	100.00%	$0.00	$211.62
	CO # 7	$10,211.00	$10,211.00	$0.00		$10,211.00	100.00%	$0.00	$1,021.10
	CO #8	$4,034.84	$4,034.84	$0.00		$4,034.84	100.00%	$0.00	$403.48
	CO #9	$6,612.50	$6,612.50	$0.00		$6,612.50	100.00%	$0.00	$661.25
	GRAND TOTALS	**$186,895.12**	**$186,895.12**	**$0.00**	**$0.00**	**$186,895.12**		**$0.00**	**$18,689.51**

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DocuSign Envelope ID: 6A3C95EE-CBFF-45A3-9F87-C7D95D375CA1

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

Project Wells Road
Job No. _____

On receipt by the signer of this document of a check from Lilyana Phase 4, LLC (maker of check) in the sum of $18,689.51 payable to Nova Landscape Group, Inc (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of Lilyana Phase 4, LLC (owner) located at Prosper TX (location) to the following extent: Landscape (job description). The above payable amount, on the above referenced project to the following extent: Pay Application No. 12-RET, payable through 05/10/2023.

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to Lilyana Phase 4, LLC (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

Date 05/10/2023
Nova Landscape Group, Inc (Company name)
By _____ (Signature)
Accounting Manager (Title)

ACKNOWLEDGED BEFORE ME this 10 day of May, 2023

DEBRA MONTEY
Notary Public, State of Texas
Comm. Expires 02-08-2026
Notary ID 133577440

_____
NOTARY PUBLIC, in and for the
State of Texas

My Commission Expires: 02-08-2026

SOLO PAGE

LETTER OF ESCROW INSTRUCTIONS

ESCROW NO. 3002-339515

TO: AMERICAN ESCROW COMPANY, Escrow Agent

This Escrow Agreement is made and entered into effective this 29th day of March, 2022 by and between **Celina Development, LLC,** a Texas limited liability company (hereinafter referred to as the "Owner"), the **City of Celina, Texas**, a home rule municipality located within Collin County, Texas (hereinafter referred to as the "City"), and **American Escrow Company**, a Texas corporation (hereinafter referred to as the "Escrow Agent").

The undersigned hereby deliver to Escrow Agent in escrow the papers, money or property hereinafter described to be held and disposed of by Escrow Agent in accordance with the following instructions and upon the terms and conditions hereinafter set forth, to which the undersigned hereby agree:

Whereas,

A. The Owner and the City are hereinafter sometimes referred to herein as the 'Parties".

B. The Parties are the parties to that certain Amended and Restated Development Agreement (Wells South Tract) originally between the City and The George White Family Limited Partnership, a Texas limited partnership, dated effective April 28, 2015 (hereinafter referred to as the "Original Agreement"), as amended by that certain First Amendment thereto by and between the Parties hereto dated to be effective on February 13, 2018 (hereinafter referred to as the "Agreement"). The rights and obligations of The George White Family Limited Partnership under the Original Agreement and the Amendment have been transferred to the "Owner" for all purposes.

C. The Amendment provides that the City shall place into escrow with Escrow Agent the sum of $1,319,732.91 (hereinafter referred to as the "Escrow Deposit" and estimate attached hereto) as its 55% share of the costs of the phase 2 of CR 84 Road Improvements as defined in the Original Agreement and the Amendment (hereinafter referred to as "CR 84 Phase 2 Work") as described in Exhibit H thereto (a copy of said Exhibit H being also attached hereto), no later than June 2, 2021, and provide the Owner with the applicable information regarding such escrow account all of which is accomplished by the execution and delivery of the Parties and Escrow Agent of this Escrow Agreement.

D. The Escrow Deposit shall be invested either under the City's Employer Identification Number ("EIN") or its Taxpayer Identification Number ("TIN") in a money market account at Texas Capital Bank, pursuant to a City completed W-9 form attached hereto.

E. Capitalized terms used herein are either defined in this Escrow Agreement or are defined in the Original Agreement and the Amendment.

F. With respect to only the acts of Escrow Agent set forth in this Escrow Agreement and the provisions hereof applicable to Escrow Agent, any conflict with the terms of the Original Agreement and the Amendment shall be governed by this Escrow Agreement.

Disbursement Instructions

The following provisions constitute the Parties and Escrow Agent's instructions for disbursement by Escrow Agent of the Escrow Deposit to the Owner for reimbursements of payments made by the Owner of the City's 55% share of the CR 84 Phase 2 Work:

1. Upon City acceptance of the CR 84 Phase 2 Work, a final disbursement request from the Owner shall be sent to Escrow Agent and the City which shall; (a) specify the City's 55% portion of the cost of items in Exhibit D attached hereto, (b) provide a paid receipt or receipts from the general contractor for 100% of such cost items, (c) include an unconditional lien waiver for such cost items.

2. If, after ten (10) working days from the date of such final disbursement request (hereinafter referred to as the "Objection Period"), the City does not object to all or any part of such final disbursement request, Escrow Agent shall Federal wire transfer to the Owner the amount thereof with a copy of such wire transfer transaction to the City.

3. If the City objects to such final disbursement request within the Objection Period specifying the nature of, and reasons for, its objection, then Escrow Agent shall not disburse to the Owner until it receives joint written instructions from the City and the Owner with respect to such disbursement or a non-appealable court order directing such disbursement.

4. No retainage shall be requested for disbursement by the Owner until the final disbursement request which shall, provided herein, (a) describe itself as the "final disbursement", (b) describe the amount of retainage being disbursed, and (c) provide an unconditional final lien waiver for all work performed by the contractor under such contract.

5. Any Escrow Funds remaining after payment of the final disbursement, shall, upon request by the City, be returned to the City.

6. If the CR 84 Phase 2 Work require additional funds beyond the estimated costs, the City will provide their 55% funding to cover the additional construction costs.

The terms and conditions hereinabove referred to and to which the undersigned hereby agree for themselves, their heirs, and assigns are governed by the following:

1. Escrow Agent is not a party to, or bound by any agreement which may be deposited under,

evidenced by, or which arises out of the foregoing instructions.

2. Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same.

3. Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice in writing is given to an officer of Escrow Agent of such default and unless it is indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of all the parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by Escrow Agent.

4. Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper party or parties.

5. Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except its own gross negligence or willful misconduct, and Escrow Agent shall have no duties to anyone except those signing these instructions.

6. Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

7. Escrow Agent assumes no liability and the parties hereto consent and agree that Escrow Agent shall have no liability for any defalcation, insolvency, receivership or conservatorship of the depository institution.

8. Nor shall Escrow Agent have any liability due to any of the parties other than Escrow Agent filing for bankruptcy or the consequences or effect of such a bankruptcy on the funds and/or documents deposited hereunder.

9. For its ordinary services hereunder, Escrow Agent shall be entitled to a fee of $500.00, payable by Owner concurrently with its acceptance hereof.

10. Any notice required or permitted hereunder, including a change of address or email, shall be made by: (i) certified mail, return receipt requested, addressed to the parties hereto and specified herein, or (ii) by overnight special delivery service such as Federal Express addressed as in "(i)" above, or (iii) by personal delivery with receipt of such delivery, or (iv) by an email of such notice as provided herein.

The parties hereto further agree that Escrow Agent assumes no liability for and is expressly

released from any claim or claims whatsoever in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made thereon. Deposit by Escrow Agent of the instruments and funds (less its charges and expenses incurred herein) comprising this escrow in Court, shall relieve Escrow Agent of all further responsibility and liability, and Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the parties hereto, or by any other person or corporation, but the said Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case of any suit or proceeding regarding this escrow to which Escrow Agent is or may be at any time a party, the undersigned jointly and severally agree to indemnify and hold harmless Escrow Agent from all loss, costs or damages incurred, including but not limited to attorneys' fees, by reason of this Agreement or the subject matter hereof or any cause of action which may be filed in connection therewith and to pay Escrow Agent, upon demand all such costs, fees and expenses so incurred.

In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this escrow or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this escrow or the subject matter hereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby; and the parties hereto agree jointly and severally to pay the same and to indemnify Escrow Agent against any loss, liability, or expense incurred in any act or thing done by it hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction in Dallas County, Texas, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder.

[SIGNATURES OF PARTIES ON THE FOLLOWING PAGES]

Celina Development, LLC,
a Texas limited liability company

By: _____

Title: SEVP

Address: 3000 Turtle Creek Blvd
Dallas, Tx 75219

Email: Argie-Mastrocola@hillwood.com

Phone: 972-201-8939

City of Celina, Texas,
a home rule municipality located within
Collin County, Texas

By: _____

Title: City Manager

Address: 142 N Ohio Dr.
Celina, TX 75009

Email: JTaumer@celina-tx.gov

Phone: 972-382-2862

Escrow Agent hereby acknowledges receipt of this letter of escrow instructions and of the papers, money, or property therein referred to, and agrees in consideration of the foregoing to hold and dispose of the same in accordance with said instructions and upon the terms and conditions above set forth.

DATED: March 29, 2022

ESCROW AGENT:
AMERICAN ESCROW COMPANY

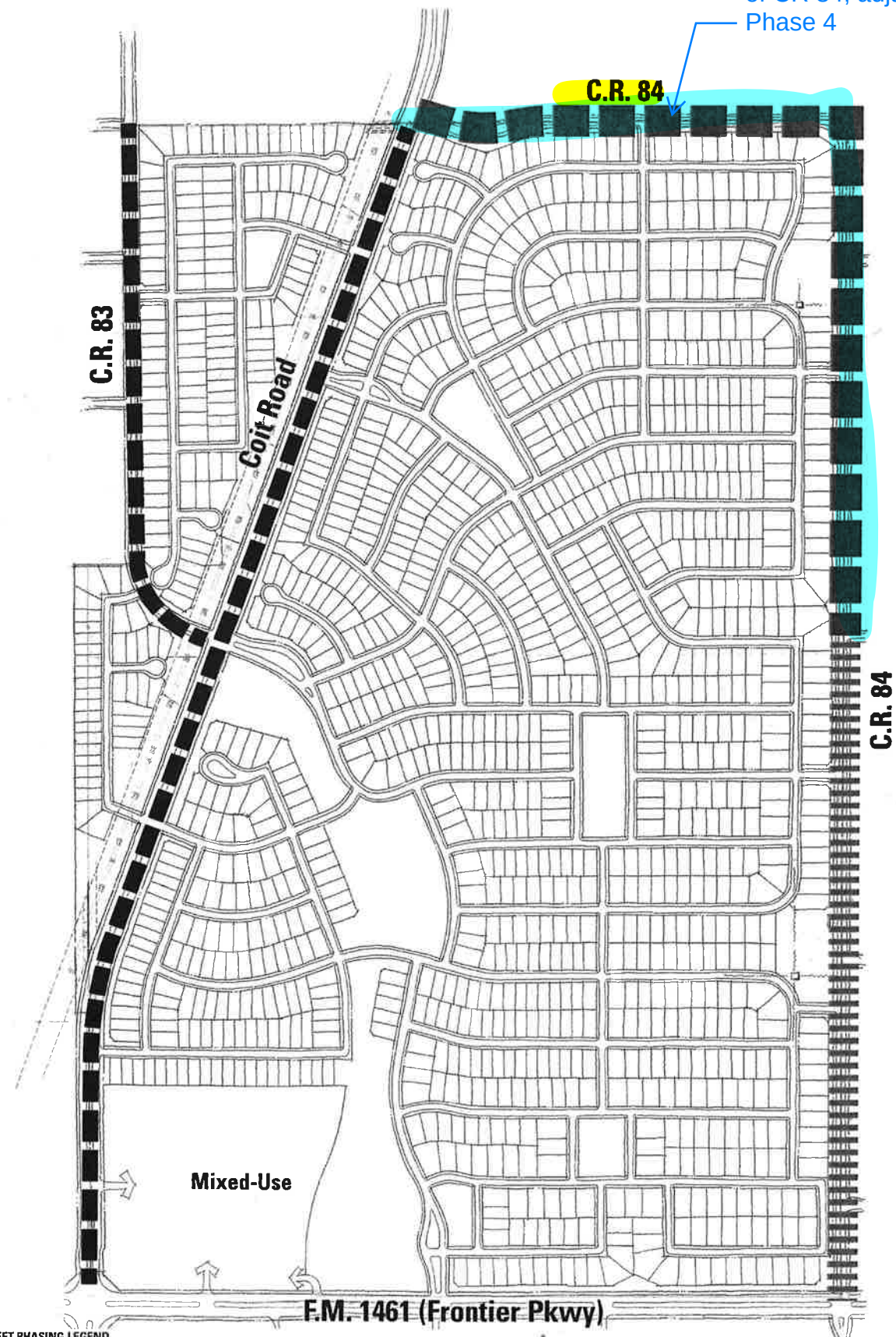
BY: William A Kramer
William A. Kramer, Executive Chairman

American Escrow Company
Attention: Shauna Dawson
2626 Howell St., 10th Floor
Dallas, Texas 75204
Phone: 214-754-7768
Fax: 972-516-2515
Email: sdawson@republictitle.com

With Copies To:
American Escrow Company
Attention: William A. Kramer
2626 Howell St., 10th Floor
Dallas, Texas 75204
Phone: 214-855-8850
Fax: 972-516-5132
Email: bkramer@republictitle.com

Description		Contract	Total	City Participation (55% of the total contract amount)	Hillwood Participation (45% of the total contract amount)
				55%	45%
CONTRACT					
Earthwork	Mario Sinacola	$ 289,146.00	$ 289,146.00	$ 159,030.30	$ 130,115.70
Wet Utility	Cullum Construction	491,962.40	491,962.40	270,579.32	221,383.08
Paving & Signage	Mario Sinacola	966,360.00	966,360.00	531,498.00	434,862.00
CMT	Alpha Testing	28,796.00	28,796.00	15,837.80	12,958.20
Erosion Control	Southwest Erosion	16,377.41	16,377.41	9,007.58	7,369.83
Landscape/Irrigation	TBD	114,773.31	114,773.31	63,125.32	51,647.99
			-		
			-		
			-		
			-		
Engineering/Staking	Spiars	$ 282,281.25	282,281.25	155,254.69	127,026.56
Landscape Design	Garthoff	8,580.00	8,580.00	4,719.00	3,861.00
			-		
			-		
ROW acquisition fees	TBD	$ 50,000.00	50,000.00	27,500.00	22,500.00
Inspection Fees (3%)	TBD	55,867.25	55,867.25	30,726.99	25,140.26
Contingency (5%)		95,370.76	95,370.76	52,453.92	42,916.84
			-		
			-		
			-		
Projected Total		**$ 2,399,514.38**	**$ 2,399,514.38**	**$ 1,319,732.91**	**$ 1,079,781.47**

Currently building Phase 2 of CR 84, adjacent to Phase 4



STREET PHASING LEGEND

- CR-84 Section 1 to Be Built After 500 Building Permits or Issuance of 3rd PID Bond
- CR-84 Section 2 to Be Built After 750 Building Permits or Issuance of 4th PID Bond
- To Be Built as Adjacent Phases are Platted

0 100' 200' 400'
SCALE 1" = 200'

WELLS SOUTH TRACT / Exhibit H - Street Phasing Diagram

HILLWOOD COMMUNITIES Live Smart

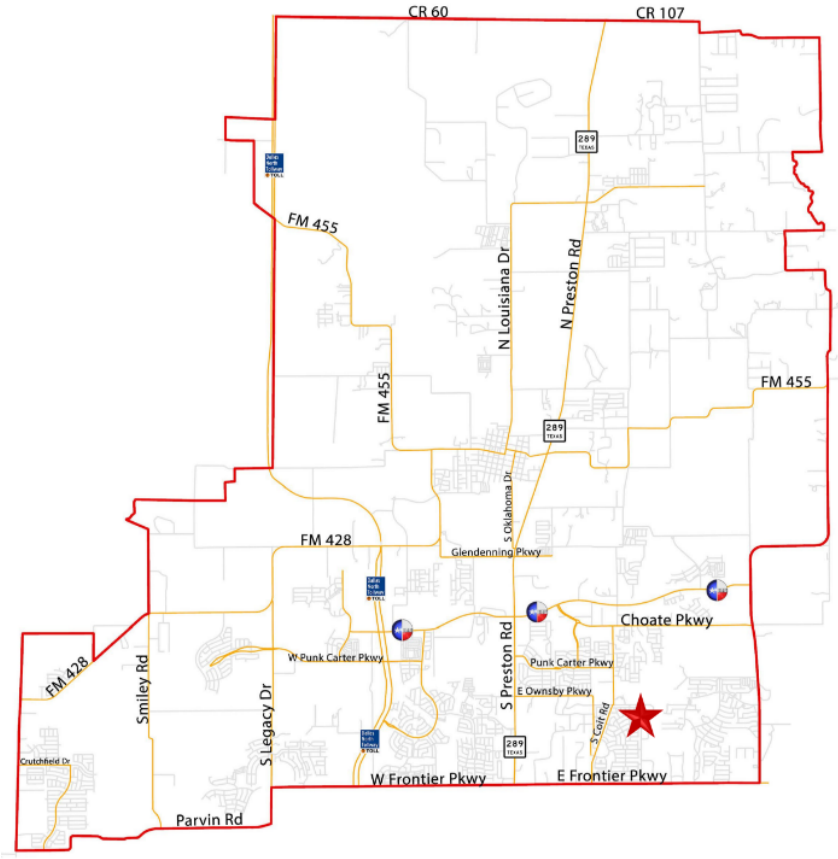
TBG

WELLS ROAD(CR 84) PHASE 2 ESCROW INCREASE

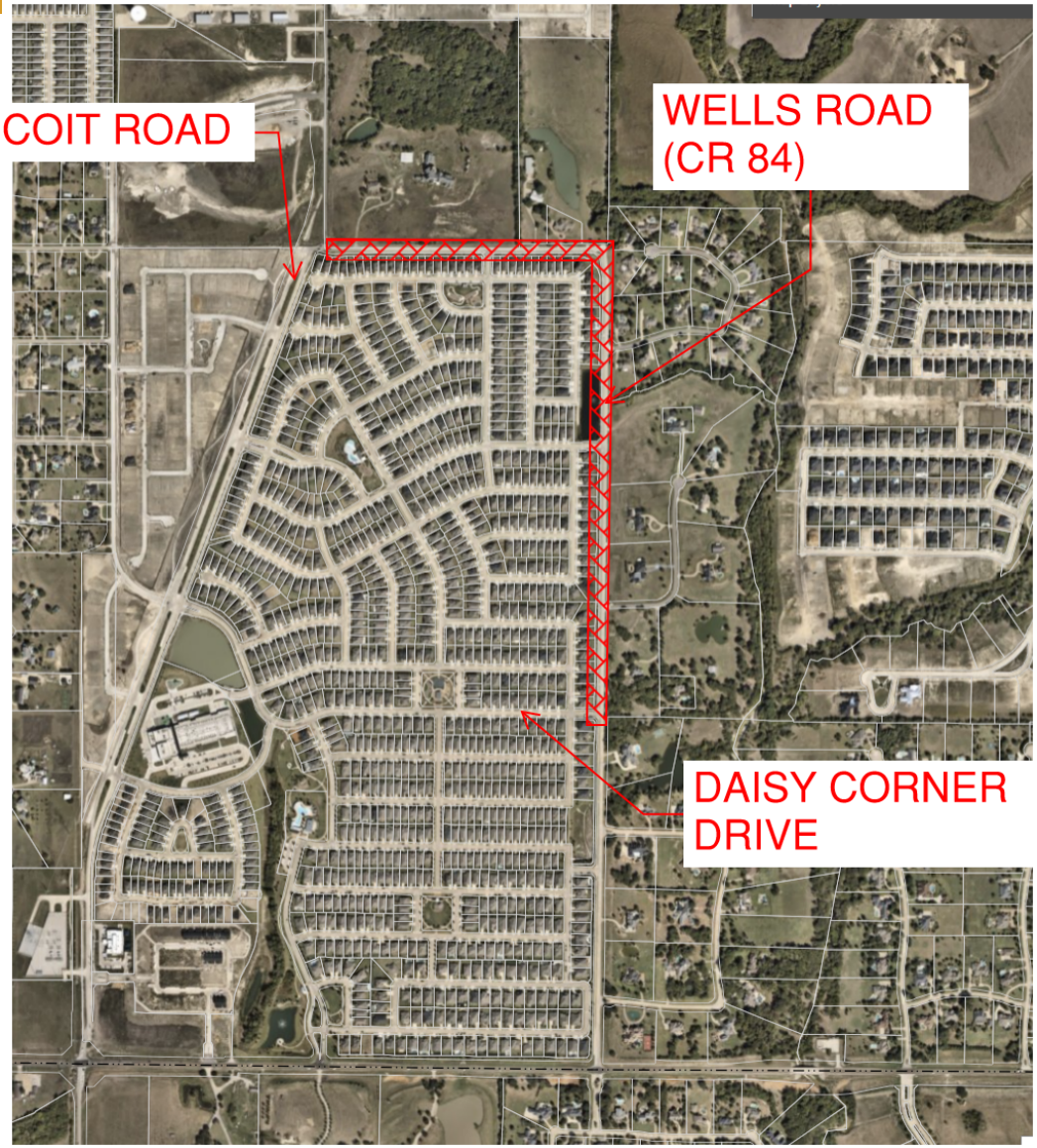
November 12, 2024



LOCATION MAP



PROJECT EXTENT



FACTS

A. Project Description: Escrow agreement with Celina Development LLC as city's 55% share for the construction of the second phase of Wells Road (CR 84). Project extent is from Daisy corner to Coit Road (CR 86)

B. Action requested: Increase the escrow funds from $1,319,732.91 to $1,430,995.70 due to field changes during construction.

C. Additional funds needed : $ 111, 262.79

C. Refund of Coit Road East Escrow ($188, 812.05) will be used to fund this change order.



Life Connected.

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:	November 12, 2024
Re:	Legacy Hills Water Reclamation Facility Contingency Allowance Expenditure

Action Requested:
Consider and act to authorize an expenditure to the project contingency allowance with Barr Construction for an amount not to exceed $62,585.63 to pave concrete around the headworks at the Legacy Hills Water Reclamation Facility. (Glasgow)

Background Information:
In November 2022, the Council authorized an agreement with Bar Constructors to construct the Legacy Hills WRF for $33,051,795.00. Contingency funds were included in the award.

The Legacy Hills Water Reclamation Facility was designed with gravel pavement around the treatment structures and above-ground equipment to reduce the project's overall cost. The project was awarded a contingency allowance of $1,080,000.00 for any needed changes during construction to ensure that the facility operates efficiently. The staff has identified the need to pave concrete around the gravel area of the facility's headworks to facilitate placing and removing four cubic yards (4cy) of roll-off trash containers. It will be extremely difficult to move and maneuver these containers on gravel due to the weight of the containers. Paving the area will allow the easy placement and removal of the containers on a paved hard surface.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. S27 Legacy Hills WRF CO 8_November Council Presentation
2. Contingency Allowance 8 pdf

3. LOCATION MAP - LEGACY HILLS WRF

Financial Consideration:
Funding is available within approved contingency funds within the previously awarded amount. Expenditure will not exceed funds appropriated.

Staff Recommendation:
Staff recommends approval.

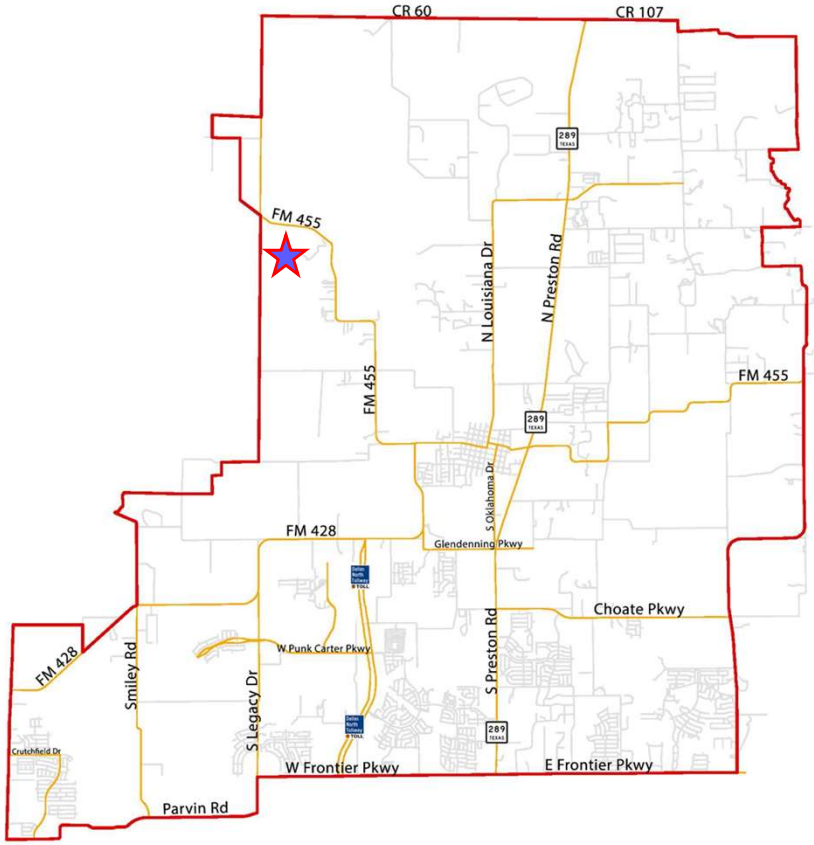
LEGACY HILLS WRF CONTINGENCY ALLOWANCE #8

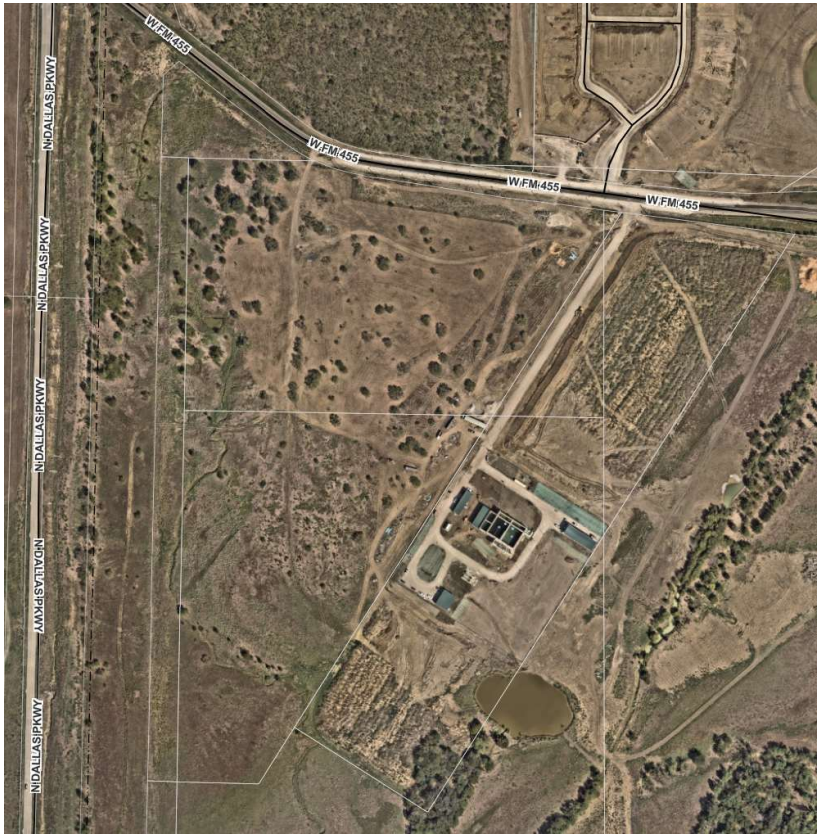
November 12, 2024

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



PROJECT LOCATION



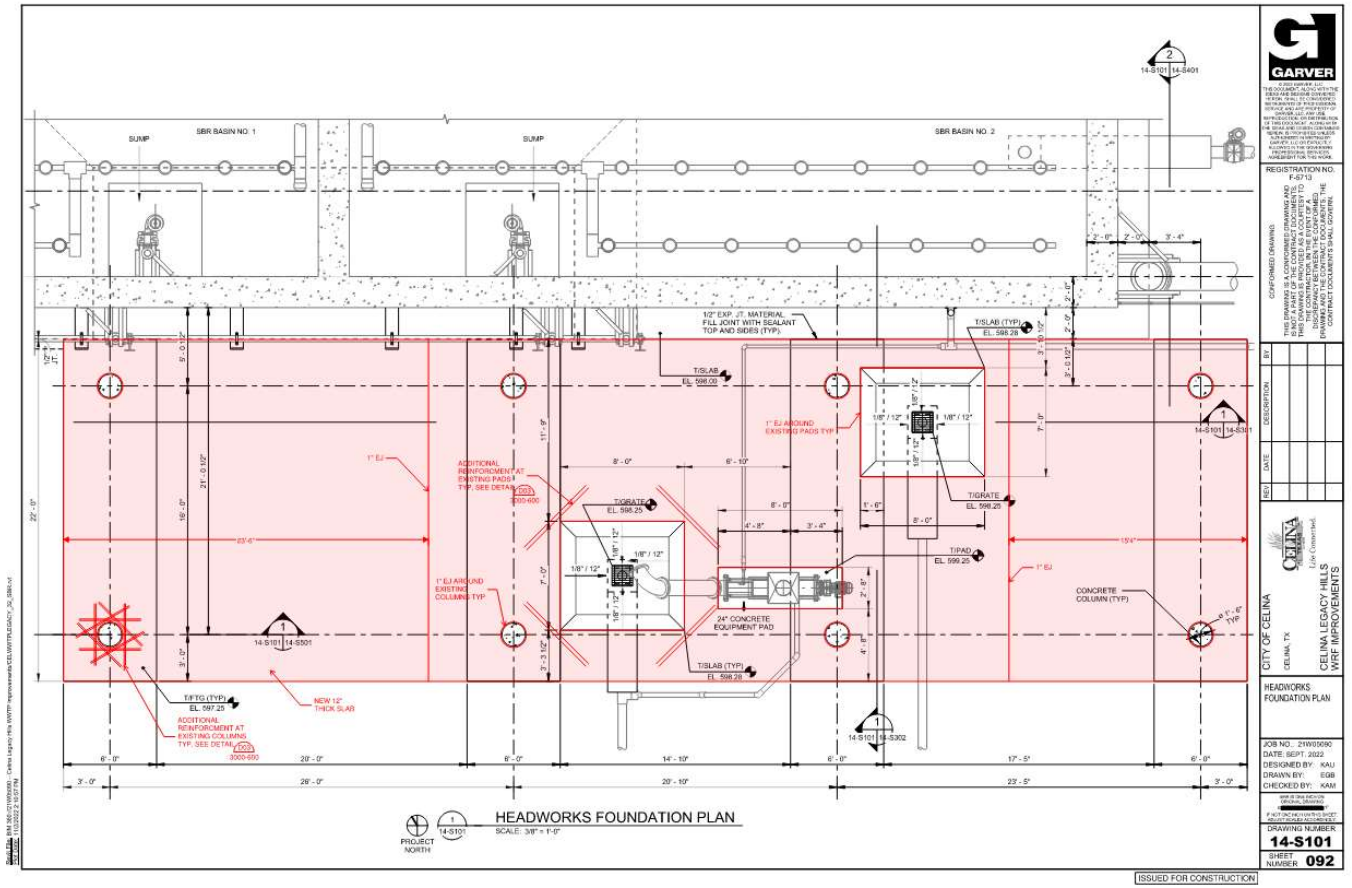


BACKGROUND INFORMATION

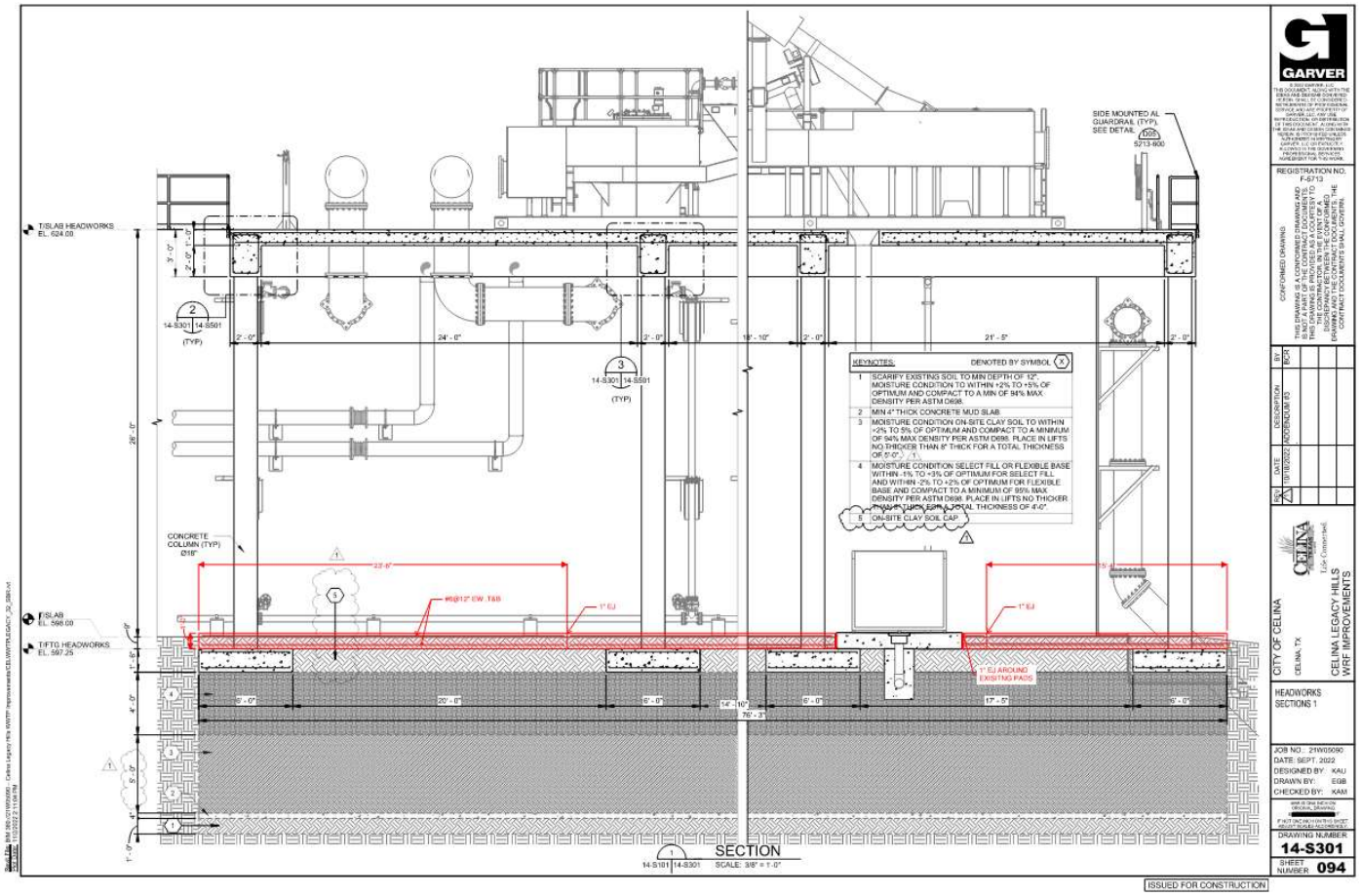
- The pavement around the headworks was requested to be concrete instead of gravel. This change order is to document the use of $62,585.63 from line item 1.3 "Contingency Allowance 1" in the design contract (33-11-20 "Contingency Allowance" in Procore). Additional funds are not needed to increase the PO.

- If we do not pave the area around the headworks with concrete, it will become very challenging for Public Works staff to move the equipment around the facility during operation and maintenance.

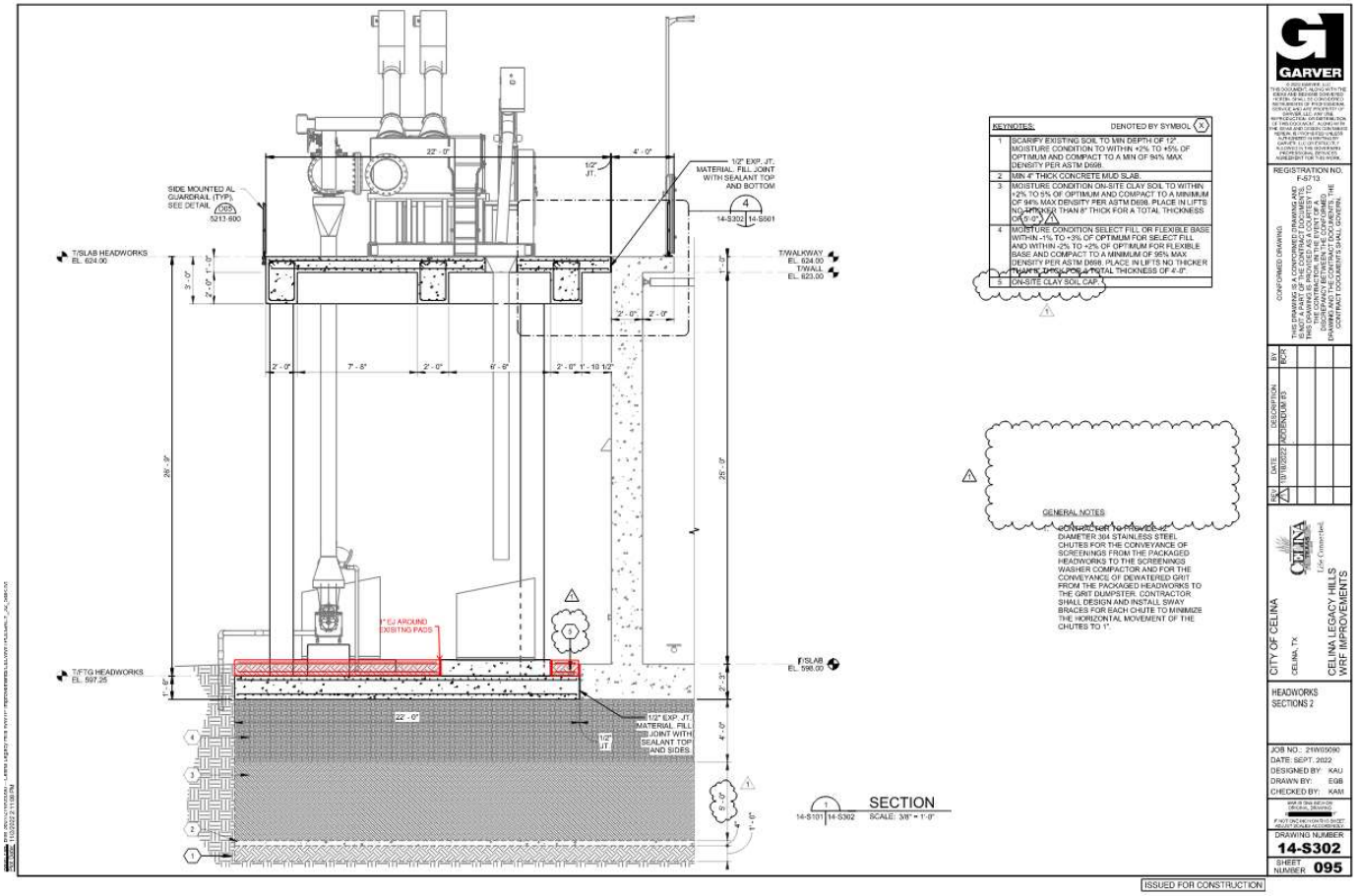
CONTINGENCY ALLOWANCE #8



CONTINGENCY ALLOWANCE #8



CONTINGENCY ALLOWANCE #8



QUESTIONS?

CITY OF CELINA

CONTINGENCY ALLOWANCE # 8 **PO #** 23-00004645

BID/PROJECT NAME: Legacy Hills WRF

VENDOR NAME: BAR Constructors LLC

Item	Description	Amount
1	Concrete pavement around headworks facility	$ 62,585.63
2		$ -
3		$ -
4		$ -
5		$ -
6		$ -
7		$ -
8		$ -
9		$ -
10		$ -
	Total Change	**$ 62,585.63**

Reason for the Contingency Allowance

The pavement around the headwoeks was requested to be concrete instead of gravel. This change order is to document the use of $62,585.63 from line item 1.3 "Contingency Allowance 1" in the design contract (33-11-20 "Contingency Allowance" in Procore). Additional funds are not needed to increase the PO.

CONTRACTOR APPROVAL:

DocuSigned by:
Trevor Fowler 10/30/2024
12861A2D01D04AF...
Signature Contractor

Trevor Fowler
Printed Name & Title

STAFF APPROVAL

DocuSigned by:
D6EDE4DD468249B...
Project Manager

10/31/2024
Date

DocuSigned by:
2C093A081B0B4A4...
Director

10/31/2024

Inspector

Date

DocuSigned by:
Lance Klement
4DD10B27A8CA4C0...

10/30/2024

Account Number	Project Number	Amount

Reason for the Contingency Allowance - What happens if we do not move forward?

If we do not pave the area around the headworks with concrete, it will become very challenging for Public Works staff to move the equipment around the facility during operation and maintenance.

Docusign Envelope ID: D9AFC4D5-3170-49CB-B0DF-4758DB60402D

Change in Contract Price:	
Original Contract Price:	$33,051,795.00
Change Order #1	$0.00
Change Order #2	$0.00
Change Order #3	$0.00
Change Order #4	$0.00
Change Order #5	$0.00
New Contract Amount	$33,051,795.00
Precentage of Original Contract:	0.00%

Change in Contract Times:
Original Number of Days:
Change Order 1
Change Order 2
Change Order 3
Change Order 4
Change order 5
New Number of Days
New End Date:

PURCHASING

Is the change order amount over 25% of the original contract? Yes or No: _____

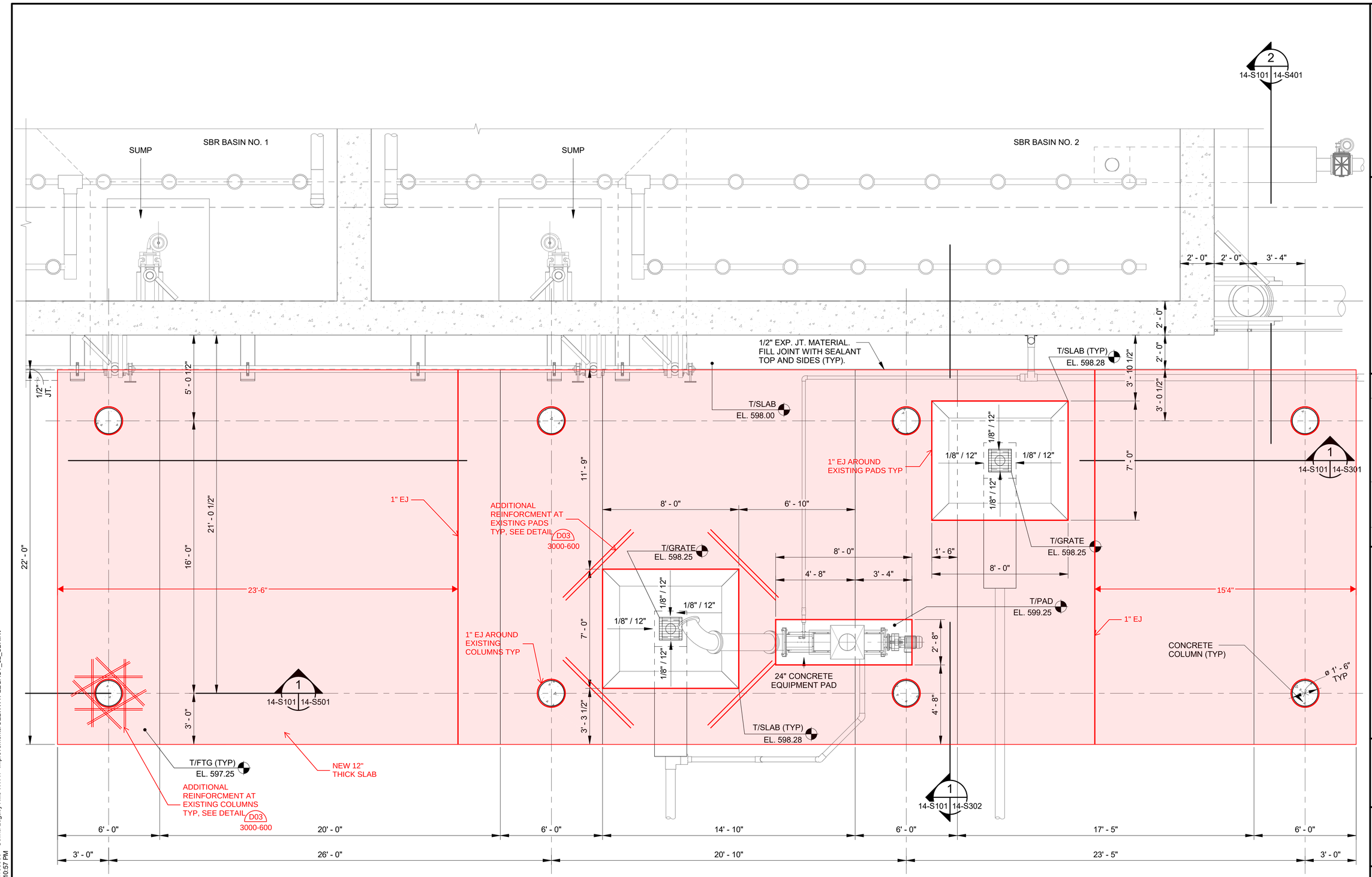
Over $50,000, Council Authorization Date: _____

DocuSigned by:
Dawn Berry
94E3B4823E584DA...

Dawn Berry, Purchasing Director

10/31/2024
Date

Docusign Envelope ID: D9AFC4D5-3170-49CB-B0DF-4758DB60402D



PROJECT NORTH

1 / 14-S101

HEADWORKS FOUNDATION PLAN

SCALE: 3/8" = 1'-0"

ISSUED FOR CONSTRUCTION

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REGISTRATION NO. F-5713

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REV	DATE	DESCRIPTION	BY

CITY OF CELINA
CELINA, TX

CELINA LEGACY HILLS
WRF IMPROVEMENTS

HEADWORKS FOUNDATION PLAN

JOB NO.: 21W05090
DATE: SEPT. 2022
DESIGNED BY: KAU
DRAWN BY: EGB
CHECKED BY: KAM

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
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DRAWING NUMBER
14-S101

SHEET NUMBER **092**

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Plot Date: 11/2/2022 2:10:57 PM

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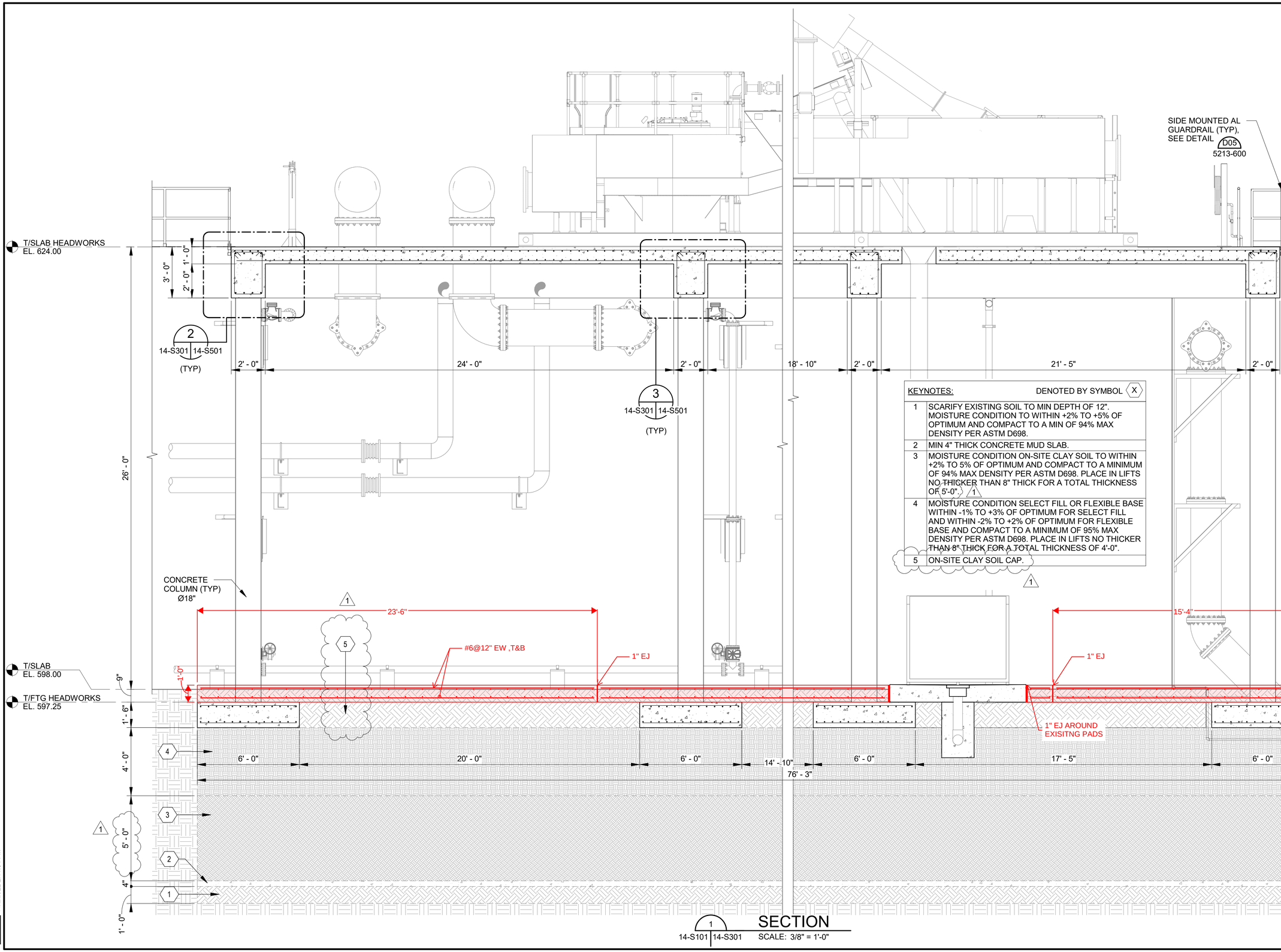

KEYNOTES: DENOTED BY SYMBOL (X)

1	SCARIFY EXISTING SOIL TO MIN DEPTH OF 12". MOISTURE CONDITION TO WITHIN +2% TO +5% OF OPTIMUM AND COMPACT TO A MIN OF 94% MAX DENSITY PER ASTM D698.
2	MIN 4" THICK CONCRETE MUD SLAB.
3	MOISTURE CONDITION ON-SITE CLAY SOIL TO WITHIN +2% TO 5% OF OPTIMUM AND COMPACT TO A MINIMUM OF 94% MAX DENSITY PER ASTM D698. PLACE IN LIFTS NO THICKER THAN 8" THICK FOR A TOTAL THICKNESS OF 5'-0". 1
4	MOISTURE CONDITION SELECT FILL OR FLEXIBLE BASE WITHIN -1% TO +3% OF OPTIMUM FOR SELECT FILL AND WITHIN -2% TO +2% OF OPTIMUM FOR FLEXIBLE BASE AND COMPACT TO A MINIMUM OF 95% MAX DENSITY PER ASTM D698. PLACE IN LIFTS NO THICKER THAN 8" THICK FOR A TOTAL THICKNESS OF 4'-0".
5	ON-SITE CLAY SOIL CAP.

1 SECTION
14-S101 | 14-S301 SCALE: 3/8" = 1'-0"

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REV	DATE	DESCRIPTION	BY
1	10/18/2022	ADDENDUM #3	BCR

CITY OF CELINA
CELINA, TX
Life Connected.
CELINA LEGACY HILLS WRF IMPROVEMENTS

HEADWORKS SECTIONS 1

JOB NO.: 21W05090
DATE: SEPT. 2022
DESIGNED BY: KAU
DRAWN BY: EGB
CHECKED BY: KAM

BAR IS ONE INCH ON ORIGINAL DRAWING
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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
14-S301

SHEET NUMBER **094**

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Plot Date: 11/2/2022 2:11:04 PM

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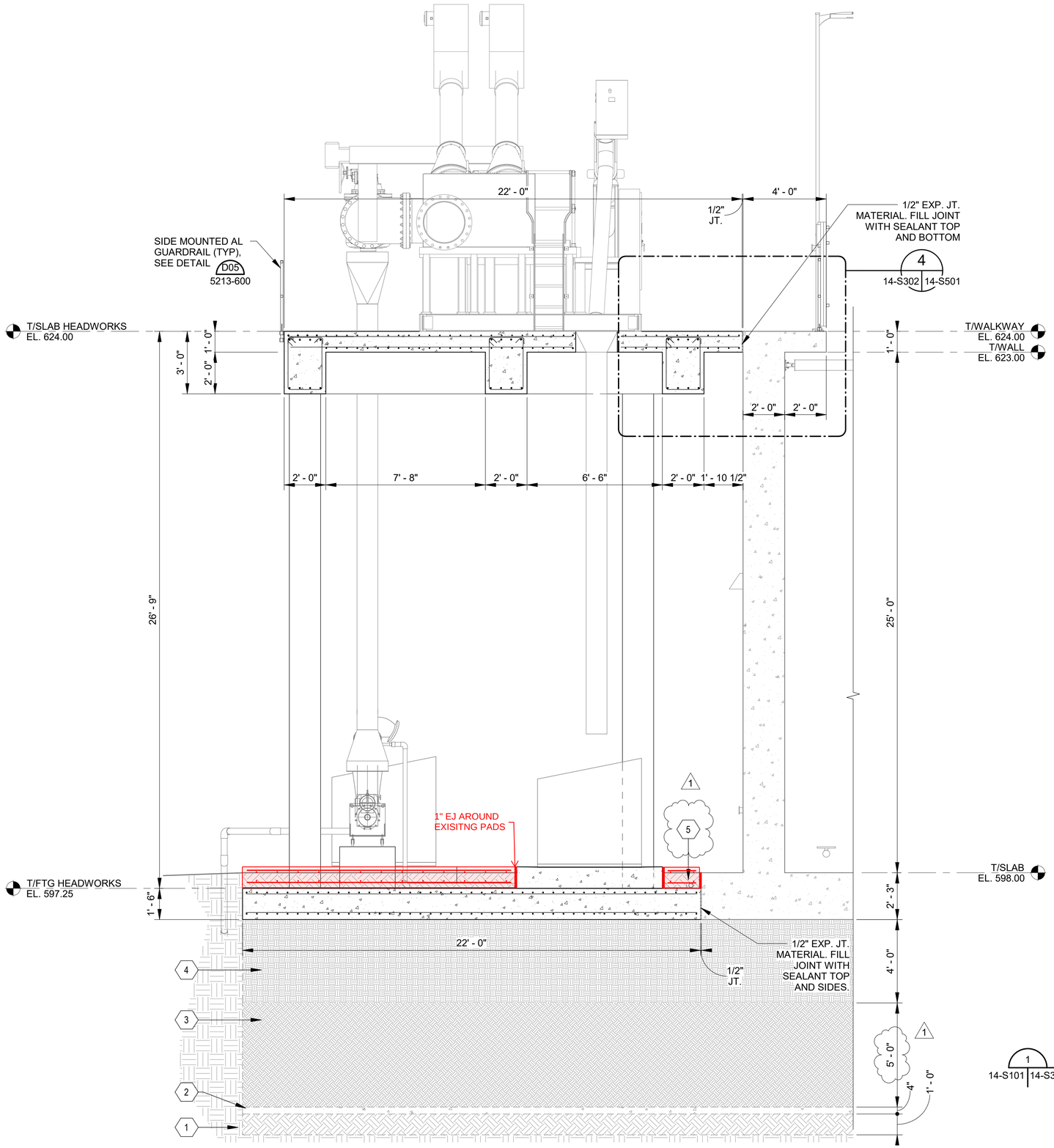

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2	MIN 4" THICK CONCRETE MUD SLAB.
3	MOISTURE CONDITION ON-SITE CLAY SOIL TO WITHIN +2% TO 5% OF OPTIMUM AND COMPACT TO A MINIMUM OF 94% MAX DENSITY PER ASTM D698. PLACE IN LIFTS NO THICKER THAN 8" THICK FOR A TOTAL THICKNESS OF 5'-0". (1)
4	MOISTURE CONDITION SELECT FILL OR FLEXIBLE BASE WITHIN -1% TO +3% OF OPTIMUM FOR SELECT FILL AND WITHIN -2% TO +2% OF OPTIMUM FOR FLEXIBLE BASE AND COMPACT TO A MINIMUM OF 95% MAX DENSITY PER ASTM D698. PLACE IN LIFTS NO THICKER THAN 8" THICK FOR A TOTAL THICKNESS OF 4'-0".
5	ON-SITE CLAY SOIL CAP.

(1)

(1)

GENERAL NOTES:

1. CONTRACTOR TO PROVIDE 12" DIAMETER 304 STAINLESS STEEL CHUTES FOR THE CONVEYANCE OF SCREENINGS FROM THE PACKAGED HEADWORKS TO THE SCREENINGS WASHER COMPACTOR AND FOR THE CONVEYANCE OF DEWATERED GRIT FROM THE PACKAGED HEADWORKS TO THE GRIT DUMPSTER. CONTRACTOR SHALL DESIGN AND INSTALL SWAY BRACES FOR EACH CHUTE TO MINIMIZE THE HORIZONTAL MOVEMENT OF THE CHUTES TO 1".

1 14-S101 | 14-S302 SECTION
SCALE: 3/8" = 1'-0"

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REV	DATE	DESCRIPTION	BY
1	10/18/2022	ADDENDUM #3 .	BCR

CITY OF CELINA
CELINA, TX
Life Connected.
CELINA LEGACY HILLS WRF IMPROVEMENTS

HEADWORKS SECTIONS 2

JOB NO.: 21W05090
DATE: SEPT. 2022
DESIGNED BY: KAU
DRAWN BY: EGB
CHECKED BY: KAM

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
14-S302

SHEET NUMBER **095**

ISSUED FOR CONSTRUCTION

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Plot Date: 11/2/2022 2:11:08 PM

Docusign Envelope ID: D9AFC4D5-3170-49CB-B0DF-4758DB60402D

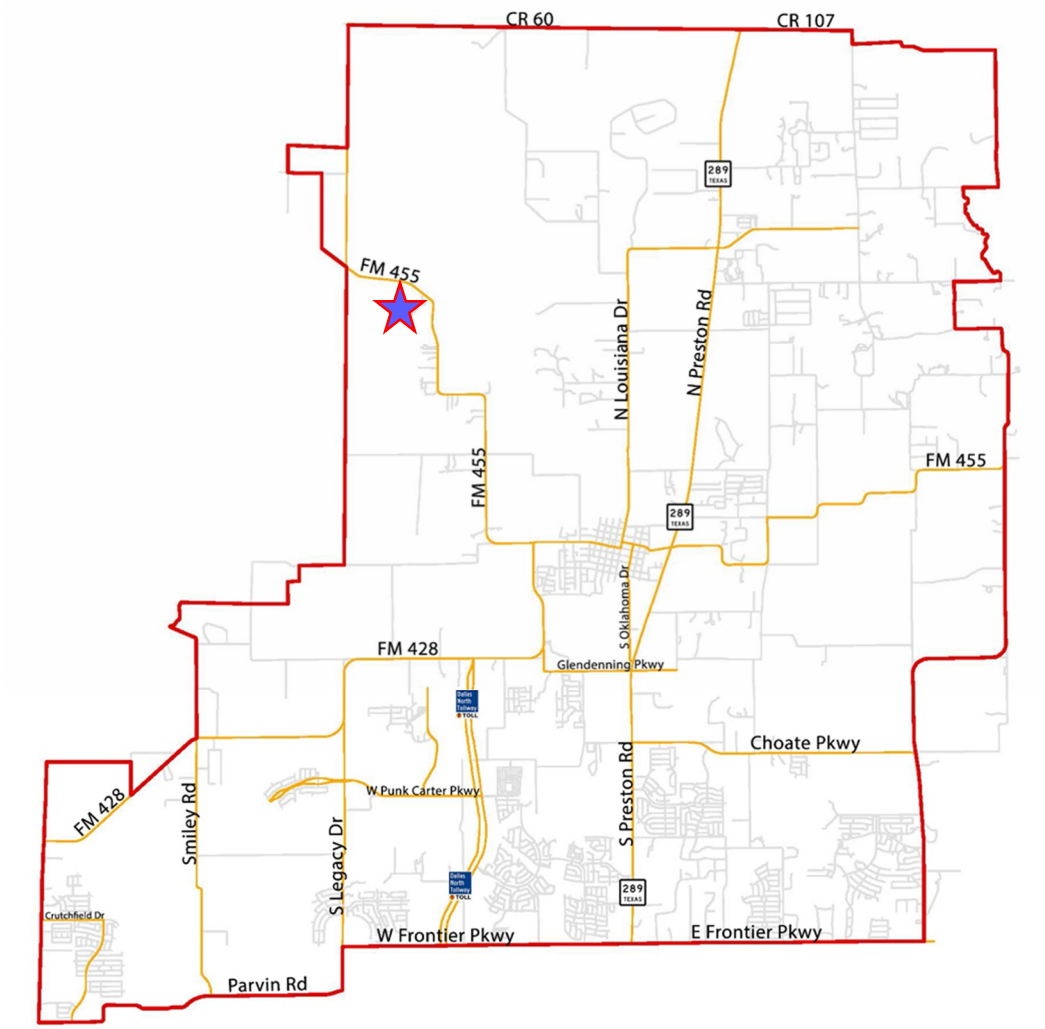
Cost Detail Worksheet

October 4, 2024
Job number: 297
Job name: Celina Legacy Hills WRFI
Change reference number: CP-014
Description: Headworks Additional Slab

Notes: Price below includes everything needed to install a 22'x76'-3"x12" concrete slab as shown in the attached document, "Headworks Additional Slab", sent by Lance Klement on 8/28/2024. Estimated completion is six weeks after approval.

Description	Qty	Unit	Unit $	Labor (L)	Unit $	Material	Unit $	Equipment	Unit $	Subcontract
22'x76'-3"x12" Concrete Slab	1.00	LS	18156.24	18,156.24	12000.00	12,000.00	786.66	786.66		
Rebar	1.00	LS			9,975.00	9,975.00				
direct labor subtotal				18,156.24						
Special safety considerations				-						
Storage / Delivery / Gofer				-						
Equipment move in / out				-						
Field services - surveying, lab				-						
Salary (S)										
Foreman		hr	60.78	-						
Safety Manager		hr	71.51	-						
Assistant PM / Sup		hr	71.51	-						
Project Superintendent		hr	103.47	-						
Project Manager		hr	111.74	-						
labor and salary subtotal				18,156.24						
insurance	12	%		2,178.75						
benefits	36	%		6,536.25						
payroll taxes	9	%		1,634.06						
material subtotal						21,975.00				
truck, fuel, phone, computer	21	% S				-				
safety equipment	2	% L				363.12				
tools and supplies	0	% L				-				
site office, facilities, etc.	7	% L				1,270.94				
equipment subtotal								786.66		
equipment taxes	9.96	% E						78.35		
fuel and maintenance	backup calculation							285.00		
subcontract subtotal										-
Category totals				28,505.30		23,609.06		1,150.01		-
Subtotal										53,264.37
Overhead	10%									5,326.44
Profit	5%									2,663.22
Bonds and Insurance	2.50%									1,331.61
Total										62,585.63

LOCATION MAP



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Barbara Hoskins, Drew Jenks
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	
Date:	November 12, 2024
Re:	Downtown Center Material Testing - Parking Garage

Action Requested:
Consider and act to approve a work authorization for testing services for the construction of the Downtown Center Parking Garage with EST, Inc. in an amount not to exceed $252,995.00. (Brawner)

Background Information:
On April 11, 2023, the City Council authorized the selection of Harley Ellis Devereaux (HED) for the Downtown Center Master Plan. The master plan was completed and presented to the City Council on November 14, 2023. At the same meeting, the City Council approved Amendment 1 to the original agreement, which includes preparing the plans, specifications, and construction estimates (PS&E) for the 110,000-square-foot building and the ~375-space parking garage. The total contract amount is $7,631,901.10.

On April 9, 2024, the City Council approved the selection of Swinerton Builders to provide construction manager at risk (CMAR) services for constructing the Downtown Center complex. The complex includes a ~100,000-square-foot, four-story building and a four-story parking garage separate from the government center. The parking garage has an approximately 35,000-square-foot footprint and will have an aggregate area of approximately 140,000 square feet. The garage will have approximately 400 spaces on the west side of North Arizona Drive between West Walnut Street (FM 455) and West Pecan Street. The parking garage includes elevators, trash compactors, generator space for the government center, and special event storage. Parking options include standard parking spaces (9' x 18'), oversize parking spaces (10' x 20'), motorcycle, bicycle, and golf cart parking. The garage also includes space for the bookmobile storage and an off-site book drop. Infrastructure is being included to support the possibility of electric charging stations.

On September 10, 2024, the City awarded Swinerton a guaranteed maximum price (GMP) of $19,303,385.00 for constructing the Downtown Center parking garage. The CMAR service includes the construction of the new Downtown Center Parking Garage and additional components to service the Downtown Center, including generators and additional electrical service components.

As part of the construction process, the city selects an independent third-party testing firm to provide additional quality control/quality assurance. This contract will provide testing and inspection services for all concrete, compaction, and masonry efforts for the Downtown Center. The City does maintain an executed Master Agreement for Professional Services with this engineering firm for on-call services. The council authorized the agreement for five years in 2022.

Legal Review:
The contract was previously reviewed and approved.

Supporting Documents:
1. Work Authorization - Testing Garage
2. Exhibits - Testing Garage
3. LOCATION MAP - DC PARKING GARAGE

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

Staff Recommendation:
Approve the work authorization as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 EST	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 **EST, Inc.** (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:	City of Celina Government Center and Garage		
Engineer Project #:		**Work Authorization Date:**	10/29/24
Engineer:	EST, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative	Kelly Selman, P.E.	**Owner Representative:**	

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 _____ 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**
	Kelly Selman, P.E.
Signature	Signature
	Kelly Selman, P.E.
Printed Name & Title	Printed Name & Title
	10/29/24
Date	Date

Exhibit A

Scope of Work

WSB will provide materials testing services for the City of Celina Government Center and Garage.

Estimate of Material Testing

To: Barbara Hoskins
City of Celina
BHoskins@celina-tx.gov

Project: Celina Government Center
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	5	Each	$ 242.00	$ 1,210.00
114	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
193	Atterberg Limits	6	Each	$ 80.00	$ 480.00
332	Lime Series	2	Each	$ 330.00	$ 660.00
198	Determining Sulfate Content in Soils	4	Each	$ 150.00	$ 600.00
333	Stabilization Gradation	12	Each	$ 19.00	$ 228.00
200	Stabilization Depth Check	12	Each	$ 19.00	$ 228.00
287	Sampling Fee	4	Hourly	$ 70.00	$ 280.00
187	Densities on Embankments/Utilities - Tech Time	454	Hourly	$ 70.00	$ 31,780.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	285	Each	$ 15.00	$ 4,275.00
201	Proof Roll Inspection/Observation	12	Hourly	$ 70.00	$ 840.00
700	Trip Charges	65	Each	$ 120.00	$ 7,800.00
500	Reporting	81	Each	$ 20.00	$ 1,620.00
	Hydraulic Cement Concrete				
321	Making Cylinders and Testing Concrete (Air, Slump, Temp) (Set of 6)	86	Each	$ 125.00	$ 10,750.00
301	Compressive Strength Curing and Disposal (EA)	432	Each	$ 28.00	$ 12,096.00
205	Pier Inspection - Technician	50	Hourly	$ 70.00	$ 3,500.00
243	Pier Inspection - Project Engineer	6	Hourly	$ 180.00	$ 1,080.00
206	Rebar Inspection	35	Hourly	$ 70.00	$ 2,450.00
184	Cylinder Pick Up - Per Set	81	Each	$ 10.00	$ 810.00
306	ACI Certified Technician	184	Hourly	$ 70.00	$ 12,880.00
700	Trip Charges	69	Each	$ 120.00	$ 8,280.00
700	Trip Charge - Project Engineer	1	Each	$ 260.00	$ 260.00
500	Reporting	522	Each	$ 20.00	$ 10,440.00
	Masonry Inspection/Testing				
375	Sampling and Testing Grout (set of 4)	12	Each	$ 83.00	$ 996.00
380	Sampling and Testing Mortar (Set of 6)	12	Each	$ 125.00	$ 1,500.00
376	Compressive Strength - Grout - (Set of 4)	12	Each	$ 112.00	$ 1,344.00
381	Compressive Strength - Mortar (Set of 6)	12	Each	$ 165.00	$ 1,980.00
352	CMU Prism Testing (Set of 3)	12	Each	$ 375.00	$ 4,500.00
306	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	24	Hourly	$ 70.00	$ 1,680.00
700	Trip Charges	24	Each	$ 120.00	$ 2,880.00
500	Reporting	84	Each	$ 20.00	$ 1,680.00
	Structural Steel Inspection				
SUB	Structural Steel/Weld Inspector	49	Hourly	$ 70.00	$ 3,430.00
SUB	Trip Charge - Welding/Steel Inspector	7	Each	$ 110.00	$ 770.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	1	Hourly	$ 140.00	$ 140.00
244	Administration	6	Hourly	$ 80.00	$ 480.00
				TOTAL =	$ 134,462.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Kelly Selman, P.E.

Kelly Selman, P.E.
Senior Vice President
Kselman@wsbeng.com

10/29/2024
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.5500 | WSBENG.COM

Estimate of Material Testing

To: Barbara Hoskins
City of Celina
BHoskins@celina-tx.gov

Project: Celina Downtown Garage
Location: Celina, TX
County: Collin

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Embankments, Utilities & Subgrade Testing & Inspection				
195	Moisture/Density Proctor	5	Each	$ 242.00	$ 1,210.00
114	Flexbase Proctor	1	Each	$ 360.00	$ 360.00
193	Atterberg Limits	5	Each	$ 80.00	$ 400.00
332	Lime Series	3	Each	$ 330.00	$ 990.00
198	Determining Sulfate Content in Soils	3	Each	$ 150.00	$ 450.00
333	Stabilization Gradation	22	Each	$ 19.00	$ 418.00
200	Stabilization Depth Check	22	Each	$ 19.00	$ 418.00
287	Sampling Fee	6	Hourly	$ 70.00	$ 420.00
187	Densities on Embankments/Utilities - Tech Time	424	Hourly	$ 70.00	$ 29,680.00
187	Densities on Embankments/Utilities - Equipment (Per Shot)	385	Each	$ 15.00	$ 5,775.00
201	Proof Roll Inspection/Observation	10	Hourly	$ 70.00	$ 700.00
700	Trip Charges	53	Each	$ 120.00	$ 6,360.00
500	Reporting	72	Each	$ 20.00	$ 1,440.00
	Hydraulic Cement Concrete				
116	Sieve Analysis	3	Each	$ 121.00	$ 363.00
321	Making Cylinders and Testing Concrete (Air, Slump, Temp) (Set of 4)	84	Each	$ 83.00	$ 6,972.00
301	Compressive Strength Curing and Disposal (EA)	474	Each	$ 28.00	$ 13,272.00
205	Pier Inspection	29	Hourly	$ 70.00	$ 2,030.00
206	Rebar Inspection	35	Hourly	$ 70.00	$ 2,450.00
184	Cylinder Pick Up - Per Set	84	Each	$ 10.00	$ 840.00
306	ACI Certified Technician	125	Hourly	$ 70.00	$ 8,750.00
700	Trip Charges	34	Each	$ 120.00	$ 4,080.00
500	Reporting	461	Each	$ 20.00	$ 9,220.00
	Masonry Inspection/Testing				
375	Sampling and Testing Grout (set of 4)	12	Each	$ 83.00	$ 996.00
380	Sampling and Testing Mortar (Set of 6)	12	Each	$ 125.00	$ 1,500.00
376	Compressive Strength - Grout - (Set of 4)	12	Each	$ 112.00	$ 1,344.00
381	Compressive Strength - Mortar (Set of 6)	12	Each	$ 165.00	$ 1,980.00
352	CMU Prism Testing (Set of 3)	12	Each	$ 375.00	$ 4,500.00
306	Masonry Inspector Level B in TMS 402/ACI 530/ASCE 5	44	Hourly	$ 70.00	$ 3,080.00
700	Trip Charges	12	Each	$ 120.00	$ 1,440.00
500	Reporting	60	Each	$ 20.00	$ 1,200.00
	Structural Steel Inspection				
SUB	Structural Steel/Weld Inspector	56	Hourly	$ 70.00	$ 3,920.00
SUB	Trip Charge - Welding/Steel Inspector	8	Each	$ 110.00	$ 880.00
	Additional Fees				
246	Project Manager	1	Hourly	$ 175.00	$ 175.00
241	Lab Manager	2	Hourly	$ 140.00	$ 280.00
244	Administration	8	Hourly	$ 80.00	$ 640.00
				TOTAL =	$ 118,533.00

*Density charge rate is $70.00 per hour with a minimum of 2 hour charge, this includes gauge and tech time.

**Trip Charges - There will be a standard rate per trip made to the project location for inspection and testing.

Terms and Conditions:
WSB has a standard standby time charge rate of $70.00 per hour for a technician who is required to be on site while performing on site inspection and or testing.

These rates quoted by the hour do not reflect any off shift hours WSB may be asked to cover. Off shift hours are defined as any work requiring a technician to work outside of M-F 8am-5pm. Any testing or inspection that requires a technician to be on site Saturday or Sunday will be at our standard hourly rate times 1.5.

The quantities and totals above are estimates based on anticipated progression and scope of work.

Reviewed by:

Kelly Selman, P.E.

Kelly Selman, P.E.
Senior Vice President, Design
Kselman@wsbeng.com

10/29/2024
Date

Accepted by:

Signature

Print

Date

3522 Sam Rayburn Hwy | Melissa, TX | 75454 | 469.907.5500 | WSBENG.COM

Exhibit C

Timeline/Schedule

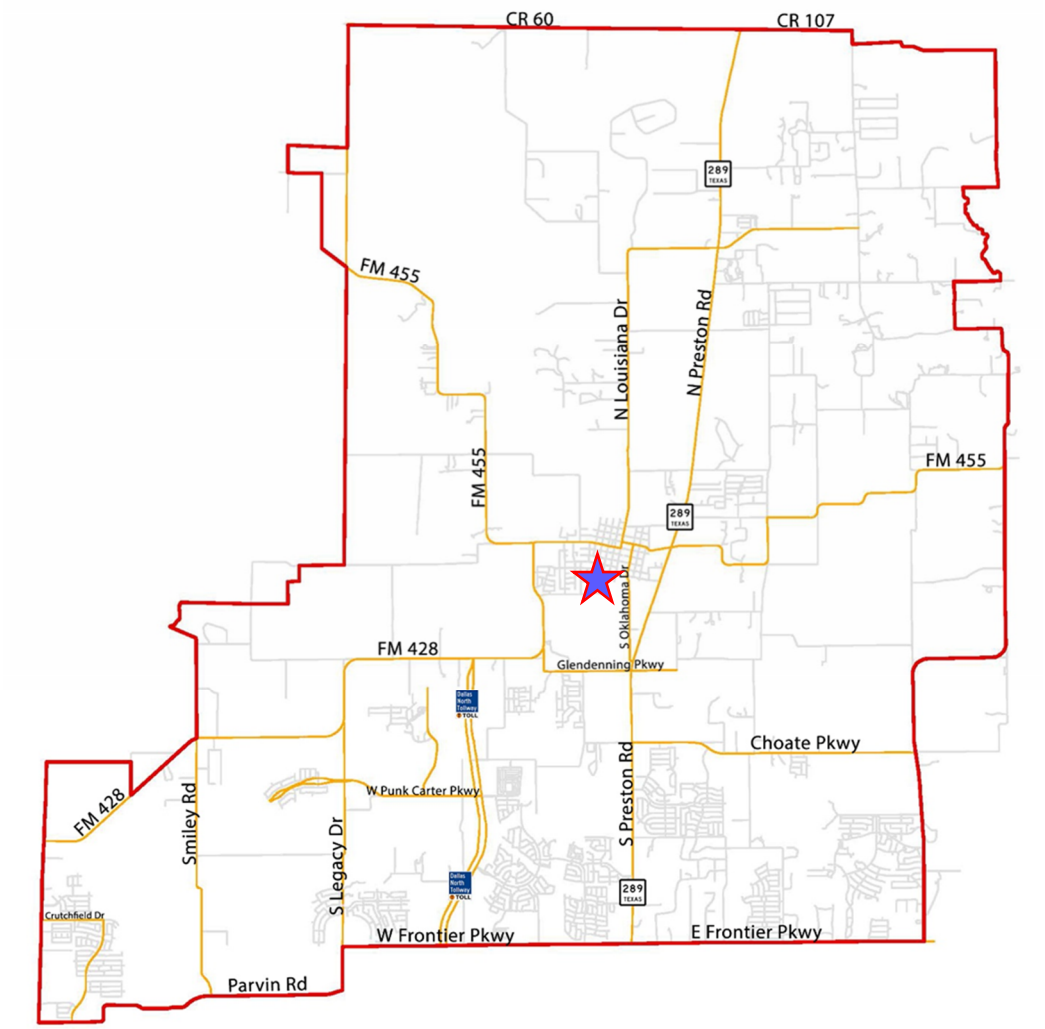
Timeline to follow construction award.

Exhibit D

Deliverables

All reports will be sent in a timely manner as the work progresses.

LOCATION MAP



Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Ty Behringer, Assistant to the City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	November 12, 2024
Re:	Amendment to a Cell Tower Lease Agreement - Prosper Frontier

Action Requested:
Consider and act to authorize the City Manager to execute an amendment to a lease agreement by and between the City of Celina and Anthemnet, Inc; extending the Commencement Date. (Behringer)

Background Information:
On July 11, 2023, the City Council approved an ordinance amending the Comprehensive Zoning Ordinance to grant a Specific Use Permit (SUP) for a Communication Antenna Tower on approximately 2 acres, located north of Frontier Parkway and approximately 375 feet west of Pebble Creek Drive. Subsequently, on September 19, 2023, the Council approved a lease agreement for the placement of a telecommunications tower not exceeding 105 feet in height, covering 2,500 square feet of real property and the air space above.

The Lessee has requested an amendment to Section 2.02 to extend the Commencement Date. Currently, the Initial Term begins on the earlier of: (i) the date construction of the Tower commences, or (ii) twelve months following the Effective Date (September 19, 2023). Section 3.01 states that rent begins on the Commencement Date.

The amendment will revise Section 2.02 to read as follows:

"Following the Due Diligence Period, the Initial Term of this Agreement shall be five (5) years (the “Initial Term”), commencing on the earlier of: (i) the start of construction of the Tower, or (ii) September 19, 2025 (the “Commencement Date”)."

Additionally, Section 3.01 will be amended to address scenarios where the Commencement Date

does not align with the first day of the month:

"In the event that the Commencement Date does not fall on the first day of the month, the first monthly rent payment shall be prorated accordingly."

Legal Review:
The City Attorney has reviewed the proposed Amendment.

Supporting Documents:
1. Anthemnet_Prosper Frontier_First-Amendment_PE_10.28.24
2. CELL TOWER LEASE - ANTHEMNET - FRONTIER LIFT STATION - FE 9.19

Financial Consideration:
There are no financial obligations being considered at this time.

Staff Recommendation:
Staff recommends approval.

Docusign Envelope ID: 5898A46B-BFD3-4811-BA30-FBD981F524E9

FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND ANTHEMNET, INC.

This **FIRST AMENDMENT TO LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND ANTHEMNET, INC.** (the "**First Amendment**") is made and entered into as of the First Amendment Effective Date (defined below), by and between CITY OF CELINA, TEXAS, a home rule municipal corporation (the "**Lessor**" or "**City**") and ANTHEMNET, INC., a Delaware corporation (the "**Lessee**" or "**Anthemnet**"). Lessor and Lessee are each a "Party and together, the "Parties".

I. RECITALS

WHEREAS, Lessor and Lessee entered into that certain Lease Agreement By and Between the City of Celina, Texas and Anthemnet, Inc. dated September 19, 2023 (the "**Agreement**"), pursuant to which, among other terms and conditions, Lessor leased to Lessee certain real property, comprised of 2,500 square feet (the "**Property**"), for the placement of Lessee's telecommunications tower and any related facilities or equipment (the "**Tower**"); and

WHEREAS, the Parties wish to amend certain terms and conditions of the Agreement; and

WHEREAS, this First Amendment now amends the Agreement, as such agreement relates the terms and conditions governed by such agreement originally agreed to by the Parties for the Property and the Tower; and

WHEREAS, except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meaning given to such terms in the Agreement; and

WHEREAS, the Parties agree that except as specifically amended by this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

NOW, **THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **AMENDMENTS.**

   (a) **Section 2.02 Term**. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), commencing on the earlier to occur of: (i) the start of construction of the Tower; or (ii) September 19, 2025 (either, the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, consisting of five (5) years each (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms

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and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are collectively the "**Term**".

(b) **Section 3.01 Rent.** Beginning on the Commencement Date, Lessee agrees to pay to Lessor, Two Thousand Dollars ($2,000.00) ("**Rent**") at Lessor's address set forth herein. The Rent shall be due on or before the fifth (5th) day of each calendar month for the Term with the exception of the first month's Rent which shall be due on the Commencement Date. In the event the Commencement Date does not fall on the first day of the month, the first monthly Rent payment shall be prorated accordingly. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of Rent for any Rent payment not paid when due. Lessee may aggregate its monthly Rent payments by paying annually, in advance. Commencing on the first Renewal Term, and at the beginning of each Renewal Term thereafter, as applicable, Rent shall increase by seven and a half percent (7.5%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Lessor shall provide Lessee with a copy of an accurate and executed W-9 Form from Lessor prior to the Commencement Date.

(c) **Section IX Notice**. The following language is hereby amended:

FOR LESSEE: Anthemnet, Inc.
5151 Headquarters Drive, Suite 170
Plano, TX 75024
Attn: Brian Richmond
Email: brian@anthemnet.com
Phone: Brian Richmond at (650) 315-5145

2. EFFECTIVE DATE OF FIRST AMENDMENT.

The effective date of this First Amendment ("**First Amendment Effective Date**") shall be September 19, 2024.

3. MISCELLANEOUS PROVISIONS.

a. AGREEMENT IN EFFECT. Except as modified, amended, or specifically set forth in this First Amendment, the Agreement shall remain in full force and effect. In the event that a provision of the Agreement conflicts with any specific provisions of this First Amendment, then the provisions of this First Amendment shall control from and after the First Amendment Effective Date.

b. AUTHORITY. By signing this First Amendment, the Parties agree that they have all necessary authority to enter into this First Amendment, including any necessary approval by partners, directors, or council members.

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c. COUNTERPARTS. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Any facsimile or e-mail transmittal of signed versions (including electronic signatures) of this First Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manners and respects as the original document. Each Party agrees that the electronic signatures of the Parties included in this First Amendment, whether digital or encrypted and specifically including Docusign signatures, are intended to authenticate this writing and to have the same force and effect as manual signatures.

d. SEVERABILITY. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this First Amendment are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this First Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signatures begin on following page.]

Docusign Envelope ID: 5898A46B-BFD3-4811-BA30-FBD981F524E9

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized representatives on the dates set forth below.

"LESSOR"

CITY OF CELINA, TEXAS, a home rule municipal corporation

By: _____

Robert Ranc, City Manager

Date: _____

"LESSEE"

ANTHEMNET, INC., a Delaware corporation

By: DocuSigned by: John Brian Richmond A49024AEA05C47C...

John Brian Richmond, its Chief Executive Officer

Date: 10/28/2024

DocuSign Envelope ID: 08A29A1B-3D95-4BA3-AA48-EDFF539FC559

LEASE AGREEMENT BY AND BETWEEN THE CITY OF CELINA, TEXAS AND ANTHEMNET, INC.

THIS LEASE AGREEMENT ("**Agreement**") is made effective as of the date last executed below (the "**Effective Date**") by and between the **CITY OF CELINA, TEXAS,** a home rule municipal corporation (the "**Lessor**" or "**City**") and **ANTHEMNET, INC.**, a Texas corporation, (the "**Lessee**"). Lessor and Lessee are each a "**Party**" and together, the "**Parties**".

I.
LEASE PROPERTY

Lessor hereby leases to Lessee certain real property, comprised of 2,500 square feet, situated in the City of Celina, Texas, as described in **Exhibit A-2** attached hereto and incorporated herein, together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to such premises (the "**Property**"). Lease of the Property shall include the air space above such ground space for the placement of Lessee's telecommunications tower (not to exceed 105 feet in height) and any related facilities or equipment (the "**Tower**"), together with a right of ingress and egress by way of an access easement as described in Section 4.09, to install, maintain, and operate the Tower, and to install utilities to service the Tower. The location of the Tower and surrounding space are set forth in the attached **Exhibit B**.

II.
DUE DILIGENCE PERIOD; TERM

2.01 Due Diligence Period. In consideration of the sum of Ten and No/100 ($10.00) Dollars paid in cash by Lessee to Lessor (the "**Option Consideration**"), Lessor hereby grants to Lessee the exclusive right to conduct Investigations and Tests (defined below) and the exclusive right and option to sublease the Property according to the terms and conditions of this Agreement, and with thirty (30) days notice to Lessor prior to such sublease (it being understood that the Rent (defined below) is consideration for the lease itself). Lessor expressly acknowledges and confesses its receipt of the cash payment described in the immediately preceding sentence, and Lessor expressly acknowledges and confesses the sufficiency of the Option Consideration. Beginning on the Effective Date and continuing until the Commencement Date as defined below ("**Due Diligence Period**"), Lessee and its sublessees shall only be permitted to enter the Property for the limited purpose of making appropriate engineering and boundary surveys, inspections, and other reasonably necessary investigations and signal, topographical, geotechnical, structural and environmental tests (collectively, "**Investigations and Tests**") that Lessee and its sublessees may deem necessary or desirable to determine the physical condition, feasibility and suitability of the Property. In the event that Lessee determines, during the Due Diligence Period, that the Property is not appropriate for Lessee's intended use and decides not to commence its tenancy of the Property, then Lessee shall have the right to terminate this Agreement without penalty upon written notice to Lessor at any time during the Due Diligence Period and prior to the Commencement Date. Lessor and Lessee expressly acknowledge and agree that Lessee's access to the Property during this Due Diligence Period shall be solely for the limited purpose of performing the Investigations and Tests, and that Lessee shall not be considered an owner or operator of any portion of the Property, and shall have no ownership or control of any portion of the Property (except as expressly provided in this Section 2.01), prior to the Commencement Date. All tests

completed on the Property shall be undertaken in a safe, workmanlike and reasonable manner. Lessee and its sublessees shall give to Lessor not less than two (2) business days' written notice prior to the commencement of any Investigations and Tests in, on, or about the Property, and Lessor shall have the right to post notices of non-responsibility in or on the Property as provided by law. Lessee shall not permit any mechanics', materialmen's or other lien to stand against the Property in connection with any labor, materials, or services furnished or claimed to have been furnished by, or on behalf of, Lessee in connection with Lessee's investigation of the Property. If any such lien is filed against the Property, Lessee shall cause the same to be discharged or bonded. Lessee shall comply with all applicable laws and governmental regulations applicable to the Property, including without limitation the terms and provisions of any and all local, state and federal regulatory permits. During the Due Diligence Period, Lessee shall not cause any changes in the condition of the Property. Lessee will indemnify, defend and hold Lessor harmless from all claims and liabilities, including, without limitation, all liens and attorneys' fees, as a result of any such entry by Lessee, its agents, employees or representatives. During the Due Diligence Period, Lessee shall carry commercial general liability insurance with a financially responsible insurance company covering the activities of Lessee on or about the Property with limits of at least $1,000,000 per occurrence and $2,000,000 general aggregate.

2.02 Term. Following the Due Diligence Period, the initial term of this Agreement shall be five (5) years (the "**Initial Term**"), commencing on the earlier to occur of: (i) the date Lessee begins construction of the Tower; or (ii) the date that is twelve (12) months following the Effective Date (either, the "**Commencement Date**"). This Agreement may renew for an additional seven (7) renewal terms, consisting of five (5) years each (each, a "**Renewal Term**") for a maximum Agreement term of forty (40) years, upon the same terms and conditions, unless Lessee notifies Lessor in writing of Lessee's intention not to renew the Agreement at least ninety (90) days prior to the expiration of the Initial Term or then-existing Renewal Term. The Initial Term and any Renewal Terms for which this Agreement is in effect are collectively the "**Term**".

III.
CONSIDERATION

3.01 Rent. Beginning on the Commencement Date, Lessee agrees to pay to Lessor, on or before the fifth (5th) day of each calendar month in advance, Two Thousand Dollars ($2,000.00) ("**Rent**") at Lessor's address set forth herein. The first month's Rent shall be due within thirty (30) days from the Effective Date. Lessee shall pay Lessor a late payment charge equal to five percent (5%) of Rent for any Rent payment not paid when due. Lessee may aggregate its monthly Rent payments by paying annually, in advance. Commencing on the first Renewal Term, and at the beginning of each Renewal Term thereafter, as applicable, Rent shall increase by seven and a half percent (7.5%). Rent for any fractional month at the beginning or at the end of the Term or Renewal Term shall be prorated. Lessor shall provide Lessee with a copy of an accurate and executed W-9 Form from Lessor prior to the Commencement Date.

3.02 Concept Plan and Improvements. Lessee shall develop the Property in accordance with the Specific Use Permit obtained for the Property, and in substantial conformity with the concept plan for the Property, depicted in **Exhibit B**, attached hereto and incorporated herein. Lessee shall obtain all required permits from the City for any applicable improvements made to, or installed on, the Property.

3.03 Property Condition. Lessor represents to Lessee that, as of the Effective Date, Lessor is the fee simple owner of the Property, that the Property is free from any mortgage, deed of trust or other liens, and that Lessor has the authority to enter into this Agreement. Lessee represents, as of the Commencement Date, that the Property, the title thereto, any subsurface conditions thereof, and the uses thereof have been examined by the Lessee. Lessee shall, as of the Commencement Date, accept the same in the condition in which they are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Property may be put. By taking possession or commencing use of the Property, Lessee (i) acknowledges that it is relying on its own inspections of the Property and not on any representations from Lessor regarding the Property; (ii) establishes conclusively that the Property is at such time in satisfactory condition and in conformity with this Agreement and all zoning or other governmental requirements in all respects; and (iii) accepts the Property in its condition as of the Effective Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 3.03 affects the commencement of the Agreement or the obligation of Lessee to pay Rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Property for any purpose other than as set forth in Section 4.01; and (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 3.03, and that Lessor is relying on these acknowledgements and agreements and would not have entered into this Agreement without such acknowledgements and agreements by Lessee.

IV.
RIGHTS AND DUTIES OF LESSEE

4.01 Use. Lessee shall have the right to use the Property for the installation, operation, and maintenance of the Tower and uses incidental thereto and for no other uses. Lessee's use and operation of the Tower shall not interfere with Lessor's use of the real property owned by Lessor surrounding the Property, existing as of the Effective Date, including Lessor's lift station. If Lessee's use of the Property interferes with Lessor's use of such real property, Lessee shall take all measures reasonably necessary to correct and eliminate the interference.

4.02 Structural Analysis. During the Due Diligence Period, Lessee agrees to obtain a structural analysis of the Tower plans prior to construction, prepared and certified by a licensed engineer in the State of Texas, and provide such analysis to the Lessor.

4.03 Maintenance, Required Facilities, and Modification / No Third-Party Beneficiaries.

A. Lessee shall be responsible for maintenance of the Property during the entire Term of the Agreement. Lessee shall maintain and keep the Property in a good and tidy condition and reasonably free from hazards to persons or property. Lessee shall have the right to install, modify, supplement, replace, upgrade, and expand the Tower at its own expense, within the Property, and not in any area of ingress, egress, or access to the Property. Lessee shall

have the sole responsibility for any maintenance, repair, or security of the Tower. The Tower shall be installed on an industry standard foundation at Lessee's sole expense. The Property shall be enclosed by screening requirements in compliance with the City's Code of Ordinances, including but not limited to Sec. 10.03.076(g)(3)(B). Said fence shall be owned by Lessee and shall be removed from the Property by Lessee within a reasonable period, not to exceed ninety (90) days, following termination of this Agreement. Notwithstanding the foregoing, Lessee will not be required to remove any foundations, landscaping, or underground utilities. The fence shall be used to enclose the Tower and all associated or related equipment.

B. For purposes of this Agreement, the Parties specifically agree and covenant that: (1) this Agreement only affects matters, liabilities, and disputes between the Parties to this Agreement, and is in no way intended by the Parties hereto to benefit, apply to, or otherwise affect any third party, notwithstanding the fact that such third party may be in a contractual relationship with Lessee; (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third party from obligations owing by them to either Lessee or Lessor; and (3) the terms of this Agreement are not intended to impose additional obligations upon Lessor or Lessee in relation to, on behalf of, or with regard to any such third parties.

4.04 Prompt Repair. Lessee shall promptly notify Lessor of any and all damages resulting from, arising out of, or caused by the use of the Property, including but not limited to structural damages, electrical damages, damages to fencing, irrigation systems, or landscaping by Lessee's operations, by Lessee, its officers, agents, employees and invitees. Lessee shall be solely responsible for promptly repairing and/or replacing any item on or attached to the Property which is abused, damaged, or destroyed, except to the extent caused by the negligence or intentional misconduct of Lessor. Lessee shall endeavor to keep the Property free from any liens arising out of any work performed, materials furnished, or obligations incurred by or for Lessee and in the event such a lien is filed against the Property, Lessee shall cause the removal of the same. In no event shall Lessor be responsible for the payment, costs of removal, or liabilities of any such liens.

4.05 General Care of Property. Lessee shall take good care of the Property and its fixtures and suffer no waste, and shall maintain the Property during the Term of this Agreement. Lessee shall keep the Property free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise, or interference. At the expiration or end of the Term of this Agreement, Lessee shall deliver the Property in good order and condition.

4.06 Compliance with Laws and Licensing. Lessee shall, at its own expense, comply with all present and future federal, state, and local laws, ordinances, rules, and regulations, including those provided in the City's Code of Ordinances, in connection with the use, operation, maintenance, construction, and/or installation of the Tower. Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, any federal licenses and permits required for Lessee's use of the Property. Lessor acknowledges that Lessee's ability to use the Property for Lessee's intended purposes is contingent upon Lessee's obtaining and maintaining, both before and after the Effective Date, all of the certificates, permits, licenses, and other approvals (collectively known as "**Governmental Approvals**") that may be required by any federal, state or local authority for the foregoing uses and improvements to the Property desired by Lessee. Lessor shall promptly cooperate, at Lessee's expense, with Lessee in Lessee's efforts to obtain such Governmental

Approvals and shall take no action that would adversely affect Lessee's obtaining or maintaining such Governmental Approvals.

4.07 Taxes. Lessee shall pay any personal property taxes assessed on the Tower and any related facilities or equipment. Lessee shall pay all taxes which are assessed against the Lessor due to the taxes attributable to Lessee's Tower, facilities, and equipment, or use of the Property, and improvements constructed or maintained by Lessee on the Property. The obligations for payment of such taxes are exclusive of Rent payments.

4.08 Utility Service. Lessee shall be solely responsible for providing any and all utility services to the Property desired during the Term, including water, electricity, gas, and telephone services, and installation of any required meters or facilities. Lessor will not be in default under this Agreement or be liable to Lessee or any other person, for direct or consequential damages or otherwise, for any failure to supply electricity, water, gas, security, or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

4.09 Easement. As partial consideration for Rent paid under this Agreement, Lessor hereby grants to Lessee, during the Term of this Agreement, an access and utility easement as depicted in **Exhibit B** and described in **Exhibit A-3** for ingress and egress to the Property to install, remove, replace, and maintain the Tower, and for utilities reasonably necessary for Lessee's operation of the Tower.

4.10 Rights to Equipment; Removal.

A. The Tower and any related facilities or equipment shall remain personal to and the property of Lessee. Lessor waives any and all lien rights it may have, statutory or otherwise, concerning the Tower or any portion thereof. The Tower shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law.
B. Prior to the termination or expiration of this Agreement and before any Rent payments shall cease, Lessee shall:
    i. remove the Tower and any related equipment or facilities;
    ii. repair any damage caused by such removal, reasonable wear and tear excepted;
    iii. remove all equipment, other than utilities or foundations, that are at or below grade; and
    iv. otherwise surrender the Property at the expiration of this Agreement (as the same may have been extended or the earlier termination thereof) in good condition.
C. If Lessee holds over after this Agreement expires or has been terminated, the Agreement shall be month to month, subject to the provisions of this Agreement, provided that the Rent during any holdover period shall be equal to one hundred fifteen percent (115%) of the Rent otherwise provided for herein.

V.
TERMINATION

This Agreement terminates at the end of the Term, and may, prior to the end of the Term, be terminated, either immediately or after the required notice, upon any one or more of the following:

A. by mutual agreement of the Parties;
B. by either Party, if the other Party defaults or breaches any of the terms or conditions of this Agreement, and such default is not cured within thirty (30) days after written notice thereof or, if such default or breach cannot be cured within such 30-day period in the exercise of all due diligence, then if the breaching Party commences an attempt to cure within such 30-day period, then such longer period as the other Party thereafter continues diligently to prosecute cure of the default or breach, but not more than an additional sixty (60) days;
C. by the Lessor, immediately, if Property ceases to be used for the purposes described herein;
D. by Lessee, if Lessee does not obtain or maintain any Governmental Approval necessary for the construction and operation of the Tower despite Lessee's commercially reasonable efforts to preclude such event;
E. by Lessee, if any environmental report for the Property reveals the presence of any hazardous material after the Commencement Date, and Lessor cannot remove such hazardous material within thirty (30) days after notice thereof; or
F. by Lessee, upon six (6) months' prior written notice for any reason, so long as Lessee pays Lessor, on or before the effective date of such termination, a termination fee equal to three (3) months' Rent.

VI.
INDEMNITY AND INSURANCE

A. LESSEE AND LESSEE'S CONTRACTORS SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S PAST, PRESENT, AND FUTURE OFFICERS, EMPLOYEES, OFFICIALS, CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, CONSULTANTS, BOARD MEMBERS, AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM, AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

(i) THIS AGREEMENT;

(ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS AGREEMENT;

(iii) LESSEE'S OCCUPATION AND USE OF THE PROPERTY;

(iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PROPERTY CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EXCEPT (1) TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE, OR (2) WHOLLY CAUSED BY THE SOLE NEGLIGENCE OF AN INDEMNITEE.

B. In connection with the above described indemnification obligations:

(i) Upon written notice from Lessor, Lessee agrees, to the fullest extent permitted by law, to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this Agreement for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. To the fullest extent permitted by law, Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

(ii) Lessor shall give Lessee prompt notice of the making of any claim or the commencement of any action, suit or other proceeding covered by the provisions of this Agreement. Nothing herein shall be deemed to prevent Lessor from cooperating with Lessee and participating in the defense of any litigation by Lessor's own counsel. Lessee shall pay all expenses incurred by Lessor in response to any such actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney fees and shall also include the reasonable value of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees, or expert witnesses, and disbursements and liabilities assumed by Lessor in connection with such suits, but shall not include attorney's fees for services that are unnecessarily duplicative of services provided Lessor by Lessee.

(iii) If Lessee requests Lessor to assist it in a defense, then Lessee shall pay all expenses incurred by Lessor, including defending itself with regard to the actions, suits, or proceedings. These expenses shall include all out-of-pocket expenses such as attorney's fees and shall also include the costs of any services rendered by the Lessor's attorney, and the actual expenses of Lessor's agents, employees or expert witnesses, and disbursements and liabilities assumed by Lessor in connection such suits, actions, or proceedings.

C. Lessee shall provide Lessor with a certificate of insurance issued by an insurance company eligible to do business in Texas indicating that Lessee carries commercial general liability insurance, including contractual liability coverage with limits of liability thereunder of $1 million combined single limit, per occurrence and in the aggregate, for bodily injury and/or property damage, and such other insurance that the Lessor may require by City policy. Such insurance shall include Lessor, and its authorities, boards, commissions, departments, offices, individual officers, employees, and agents, as an additional insured with respect to matters arising out of Lessee's use of, and operations on the Property. Lessee will provide Lessor with a renewal certificate within ten (10) business days of Lessor's written request for such certificate. Lessee shall also provide Lessor evidence that it maintains workers' compensation insurance in

compliance with the statutory requirement of the State of Texas and automobile liability coverage with a $500,000 limit. Each insurance policy required by this subsection shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed, reduced in coverage or in limits except after thirty (30) days' notice by certified mail, return receipt requested, has been given to Lessor. Lessee shall provide at least thirty (30) days prior written notification to Lessor of cancellation of any required coverage that is not replaced.

VII.
RIGHTS AND DUTIES OF LESSOR

A. Upon providing notification to the Lessee, and only in the presence of a Lessee representative, Lessor shall have the right to come upon the Property, or any part thereof, for the purpose of inspecting the Property or any portion of it.
B. Notwithstanding any provision herein, the Parties agree that Lessor has not waived any sovereign or governmental immunity it holds under law by entering into and performing its obligations under this Agreement.
C. Lessor's use of the Property, other than those uses existing as of the Effective Date shall not interfere with Lessee's use of the Property or operation of the Tower. If such use of the Property by Lessor interferes with Lessee's use of the Property or operation of the Tower, Lessor shall take all measures reasonably necessary to correct and eliminate the interference.

VIII.
SUBLESSEES, SUCCESSORS & ASSIGNS

The terms, conditions, and covenants contained in this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns and/or heirs. Lessee shall have the right to sublease portions of the Property to its customers without Lessor's prior consent; provided, however, that Lessee shall provide Lessor notice at least (30) days prior to any such sublease. In no event does a sublease by Lessee to a customer terminate or otherwise reduce or assign Lessee's obligation, responsibilities, and liabilities under this Agreement. Lessee shall not otherwise convey, assign or otherwise transfer all or any portion of its rights or interests in the Property or under this Agreement without Lessor's prior written consent, which consent shall not unreasonably be conditioned, withheld or delayed. Lessor's consent shall not be required for such conveyance, assignment or transfer of Lessee's rights or interests in the Property or under this Agreement if such assignee or transferee is: (i) an entity controlled by, controlling or under common control with Lessee; (ii) any entity that is a successor to Lessee by merger or other consolidation of Lessee; or (iii) a purchaser of all or substantially all of Lessee's assets in the metropolitan area in which the Property is located; provided, however, that Lessee shall provide Lessor notice at least thirty (30) days prior to such conveyance, assignment, or transfer. Upon assignment by Lessee of all or any portion of its rights or interests in the Property or under this Agreement, Lessee, to the extent of such assignment, shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Agreement, provided, however, that the assignee shall assume such liabilities and obligations in writing in a form reasonably acceptable to Lessor, and to the extent assignee refuses to do so, the liability and obligations under the this Agreement shall remain with Lessee.

IX.
NOTICE

All notices or communications required under this Agreement or desired to be given by the Parties hereto shall be sent in writing and shall be deemed sufficiently given when same is sent via facsimile with confirmation of delivery, hand-delivered or deposited in the United States mail, sufficient postage prepaid, registered or certified mail, return receipt requested, addressed to the recipient at the address set forth below:

FOR LESSOR:
City Manager
City of Celina, Texas
142 N. Ohio St.
Celina, TX 75009

FOR LESSEE:
Anthemnet, Inc.
5944 Luther Lane, Suite 725
Dallas, TX 75225
Attn: Brian Richmond
Email: brian@anthemnet.com
Phone: Brian Richmond at (650) 315-5145

or at such other address as Lessor or Lessee shall specify in a written notice.

X.
VENUE

The Parties agree and covenant that this Agreement will be enforceable in Celina, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue shall lie in Collin County, Texas.

XI.
SEVERABILITY

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XII.
DESTRUCTION OR CONDEMNATION

If the Property or Tower are materially damaged, destroyed, condemned or transferred in lieu of condemnation, Lessee may elect to terminate this Agreement as of the date of the damage, destruction, condemnation or transfer in lieu of condemnation by giving notice to Lessor no more than forty-five (45) days following the date of such damage, destruction, condemnation or transfer

in lieu of condemnation. If Lessee chooses not to terminate this Agreement, Rent shall be reduced or abated in proportion to the actual reduction or abatement of use of the Property by written agreement of the Parties.

XIII.
RIGHT OF FIRST REFUSAL

If Lessor, at any time during the Term, receives an irrevocable (except such offer may be conditioned upon the non-exercise of this right of first refusal), bona fide written offer from a third party (an "**Offer**") to sell, assign, convey or otherwise transfer Lessor's interest in this Agreement, which Lessor desires to accept, Lessor shall, to the extent allowed by law, first give Lessee written notice (including a copy of the proposed contract) of such Offer and an opportunity to make an Offer on the same terms prior to Lessor becoming obligated to transfer such interest in the Agreement pursuant to the Offer. Lessee shall have a period of thirty (30) days after receipt of Lessor's notice to make its offer and exercise its right of first refusal by notifying Lessor in writing. If Lessee does not exercise its right of first refusal within such 30-day period, Lessor may accept the Offer and transfer its interest in the Agreement.

XIV.
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 the other Party, 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 the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care.

XV.
MEMORANDUM

At any time after the Effective Date, either Party may, by sending written notice to the other, require that a memorandum of this Agreement, in a form reasonably agreed upon by the Parties, be completed (with an accurate description and depiction of the Property and easement included as an Exhibit A to the Memorandum), executed and recorded within thirty (30) days after such notice.

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XVI.
ESTOPPEL

From time to time upon written request of the Lessee, Lessor may execute a written estoppel certificate in a form and substance reasonably satisfactory to Lessor, certifying to Lessor's reasonable knowledge and belief that this Agreement is in full force and effect and identifying any obligations of Lessee under this Agreement that are in default. Lessee shall pay Lessor a fee of $500.00 at the time of Lessee's request for an estoppel certificate for each request in excess of one (1) per calendar year. Within twenty (20) days from the date Lessor receives Lessee's request for an estoppel certificate, Lessor shall respond to Lessee's request by (i) returning the executed certificate, (ii) communicating Lessor's concerns with the contents of the certificate to Lessee and thereafter working with Lessee to revise the certificate, or (iii) communicating to Lessee the reasons it cannot execute the certificate. The City Manager of the City shall have the authority to execute such estoppel certificate on behalf of the Lessor.

XVII.
EXCLUSIVITY

During the Term of this Agreement, to the extent allowable by law, and provided that Lessee is not in default of this Agreement, Lessor shall not enter into any agreement with any person or entity other than Lessee to construct and operate wireless communications facilities on any real property adjacent to the Property owned or controlled by Lessor or its affiliates.

[SIGNATURES ON IMMEDIATELY FOLLOWING PAGE]

EXECUTED this the 19 day of September, 2023.

LESSOR:

CITY OF CELINA, TEXAS

BY: _____
Karla Stovall, Interim City Manager

LESSEE:

ANTHEMNET, INC.

DocuSigned by:
BY: John Brian Richmond
A19024A5A05C47C...
John Brian Richmond, President/CEO
8/1/2023

EXHIBIT A-1

Property Description

CITY OF CELINA, TEXAS 1.074-ACRE TRACT FN
20150918001190270 O.P.R.C.C.T. PART OF LOT 1 BLOCK C TWELVE OAKS PHASE II
CABINET P, PAGE 486 FN
2004-0019785 M.R.C.C.T

PARENT TRACT LEGAL DESCRIPTION:

(PER OFFICIAL RECORD IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS)

PART OF LOT 1, BLOCK C. TWELVE OAKS PHASE II, C. WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS.

DESCRIPTION, OF A 1.074 ACRE TRACT OF LAND SITUATED IN THE C. WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS; SAID TRACT BEING PART OF LOT 1, BLOCK C, TWELVE OAKS PHASE II, AN ADDITION TO THE CITY OF CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN CABINET P, PAGE 486 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS; SAID TRACT ALSO BEING PART OF THAT TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED WITH VENDER'S LIEN TO LARRY B. ROGERS AND SPOUSE AE C. ROGERS RECORDED IN INSTRUMENT NO. 20141222001391340 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS; SAID 1.074 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS (BEARING SYSTEM IS BASED ON THE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (2011). TEXAS NORTH CENTRAL ZONE 4202, DISTANCES SHOWN HAVE BEEN ADJUSTED TO SURFACE BY APPLYING THE COLLIN COUNTY TXDOT COMBINATION FACTOR OF 1.000152710):

COMMENCING, AT A 1/2-INCH IRON ROD FOUND FOR CORNER FOUND AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF PEBBLE CREEK DRIVE (A VARIABLE WIDTH RIGHT-OF-WAY) AND THE NORTH RIGHT-OF-WAY LINE OF F.M. 1461 (A VARIABLE WIDTH RIGHT-OF-WAY); SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE, SOUTH 89 DEGREES, 16 MINUTES, 53 SECONDS WEST, DEPARTING THE WEST LINE OF SAID PEBBLE CREEK DRIVE AND THE EAST LINE OF SAID LOT 1, ALONG THE NORTH LINE OF SAID F.M. 1461 AND THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 248.43 FEET TO A POINT FOR CORNER; FROM WHICH A TXDOT BRONZE DISK FOUND BEARDS SOUTH 61 DEGREES, 51 MINUTES WEST, 0.4 FEET;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE LOT 1, A DISTANCE OF 120.13 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR THE POINT OF BEGINNING;

THENCE, NORTH 84 DEGREES, 48 MINUTES, 22 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 143.87 FEET TO A TXDOT BRONZE DISK FOUND FOR CORNER;

THENCE, SOUTH 89 DEGREES, 20 MINUTES, 09 SECONDS WEST, ALONG THE SAID NORTH LINE OF F.M. 1461 AND THE SAID SOUTH LINE OF LOT 1, A DISTANCE OF 71.97 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 146.97 FEET TO A POINT FOR CORNER IN WILSON CREEK; SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1 AND THE SOUTHEAST CORNER OF LOT 11R, BLOCK B, LOTS 10R-1 & LOT 11R, BLOCK B, AN ADDITION TO THE CITY OF

CELINA, TEXAS ACCORDING TO THE PLAT RECORDED IN VOLUME 2011, PAGE 380 OF SAID PLAT RECORDS;
THENCE, MEANDERING ALONG THE CENTER OF WILSON CREEK, THE WEST LINE OF SAID LOT 1 AND THE EAST LINE OF SAID LOT 11R, THE FOLLOWING THREE (3) CALLS;
NORTH 17 DEGREES, 34 MINUTES, 57 SECONDS WEST, A DISTANCE OF 43.87 TO A POINT FOR CORNER;
NORTH 12 DEGREES, 45 MINUTES, 53 SECONDS EAST, A DISTANCE OF 90.15 FEET TO A POINT FOR CORNER;
NORTH 21 DEGREES, 06 MINUTES, 49 SECONDS, A DISTANCE OF 29.79 FEET TO A POINT FOR CORNER; SAID POINT BEING THE NORTHWEST CORNER OF SAID LOT 1 AND THE SOUTHWEST CORNER OF LOT 2, BLOCK C OF SAID TWELVE OAKS PHASE II;
THENCE, NORTH 89 DEGREES, 18 MINUTES, 03 SECONDS EAST, DEPARTING THE CENTER OF WILSON CREEK, THE SAID WEST LINE OF LOT 1 AND THE SAID EAST LINE OF LOT 11R, ALONG THE NORTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF SAID LOT 2, A DISTANCE OF 75.00 FEET PASSING A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET, THEN CONTINUING IN ALL A TOTAL DISTANCE OF 270.76 FEET TO A 1/2-INCH IRON ROD WITH "PACHECO KOCH" CAP SET FOR CORNER;
THENCE, SOUTH 00 DEGREES, 41 MINUTES, 57 SECONDS EAST, DEPARTING THE SAID NORTH LINE OF LOT 1 AND THE SAID SOUTH LINE OF LOT 2, A DISTANCE OF 172.69 FEET TO THE POINT OF BEGINNING;
CONTAINING: 46,791 SQUARE FEET OR 1.074 ACRES OF LAND, MORE OR LESS.

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EXHIBIT A-2

Lease Premises Description

LESSEE'S PROPOSED 35'X71.5' PREMISES DESCRIPTION:

BEING A 35'X71.5' LEASE AREA CONTAINING 0.0574 ACRES (2,502.50 SQUARE FEET) LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 1.074-ACRE TRACT OWNED BY THE CITY OF CELINA AS RECORDED IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0574-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND TXDOT CONTROL MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF X=2,503,034.93 (E), Y=7,146,757.81 (N);

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS WEST, 176.43 FEET TO THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,862.53 (E), Y=7,146,795.31 (N);

THENCE NORTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 35.00 FEET TO THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS EAST, 71.50 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS EAST, 35.00 FEET TO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 00 DEGREES 13 MINUTES 32 SECONDS WEST, 71.50 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0574 ACRES (2,502.50 SQUARE FEET) OF LAND.

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EXHIBIT A-3

Easement Description

LESSEE'S PROPOSED VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT DESCRIPTION:

BEING A LESSEE'S PROPOSED VARIABLE WIDTH ACCESS, UTILITY, AND FIBER EASEMENT CONTAINING 0.0911 ACRES (3,968.24 SQUARE FEET) LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS, AND BEING OUT OF AND PART OF A 1.074-ACRE TRACT OWNED BY THE CITY OF CELINA AS RECORDED IN FILE NUMBER 20150918001190270 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, SAID 0.0911-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS WITH ALL CONTROL REFERRED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983:

COMMENCING AT A FOUND TXDOT CONTROL MONUMENT HAVING A STATE PLANE COORDINATE VALUE OF X=2,503,034.93 (E), Y=7,146,757.81 (N);

THENCE NORTH 77 DEGREES 43 MINUTES 40 SECONDS WEST, 176.43 FEET TO THE POINT OF BEGINNING AND SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, HAVING A STATE PLANE COORDINATE VALUE OF X=2,502,862.53 (E), Y=7,146,795.31 (N);

THENCE SOUTH 00 DEGREES 13 MINUTES 32 SECONDS WEST, 5.90 FEET TO A NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 44 DEGREES 46 MINUTES 28 SECONDS EAST, 14.14 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, 27.03 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 71 DEGREES 00 MINUTES 25 SECONDS EAST, 117.14 FEET TO A NORTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 01 DEGREES 15 MINUTES 55 SECONDS EAST, 27.25 FEET TO THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 1461, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID 1.074-ACRE TRACT;

THENCE NORTH 84 DEGREES 48 MINUTES 39 SECONDS WEST, 15.10 FEET ALONG SAID COMMON LINE TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 01 DEGREES 15 MINUTES 55 SECONDS WEST, 15.10 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 71 DEGREES 00 MINUTES 25 SECONDS WEST, 104.20 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 89 DEGREES 46 MINUTES 28 SECONDS WEST, 61.76 FEET TO AN INTERIOR SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 51 DEGREES 41 MINUTES 43 SECONDS EAST, 66.95 FEET TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT, LYING IN THE NORTHERLY RIGHT-OF-WAY LINE OF F.M. 1461, COMMON WITH THE SOUTHERLY PROPERTY LINE OF SAID 1.074-ACRE TRACT;

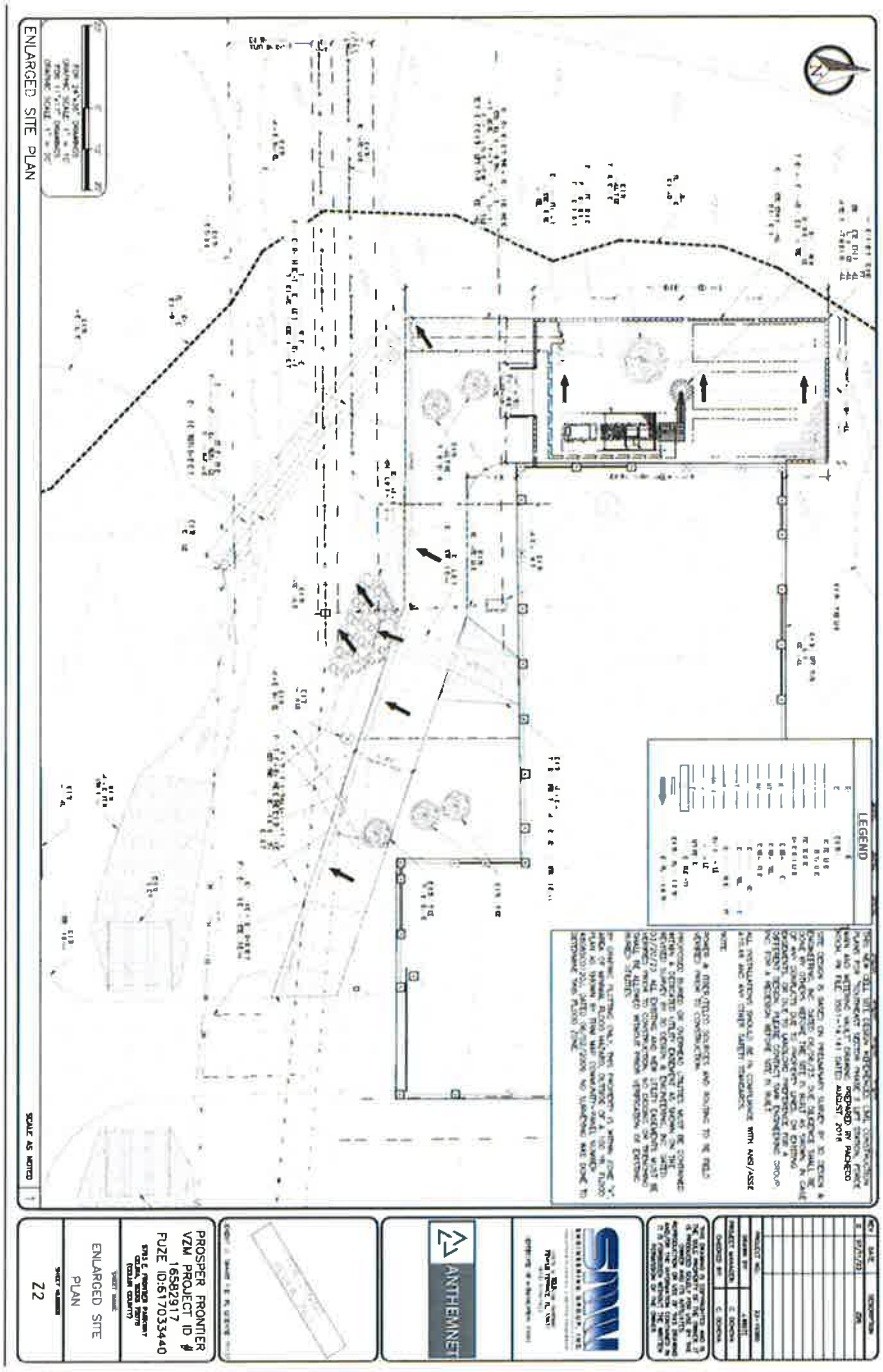
THENCE SOUTH 89 DEGREES 20 MINUTES 09 SECONDS WEST, 7.64 FEET ALONG SAID COMMON LINE TO A SOUTHERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 00 DEGREES 13 MINUTES 32 SECONDS EAST, 30.90 FEET TO THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 46 MINUTES 28 SECONDS EAST, 35.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0911 ACRES (3,968.24 SQUARE FEET) OF LAND.

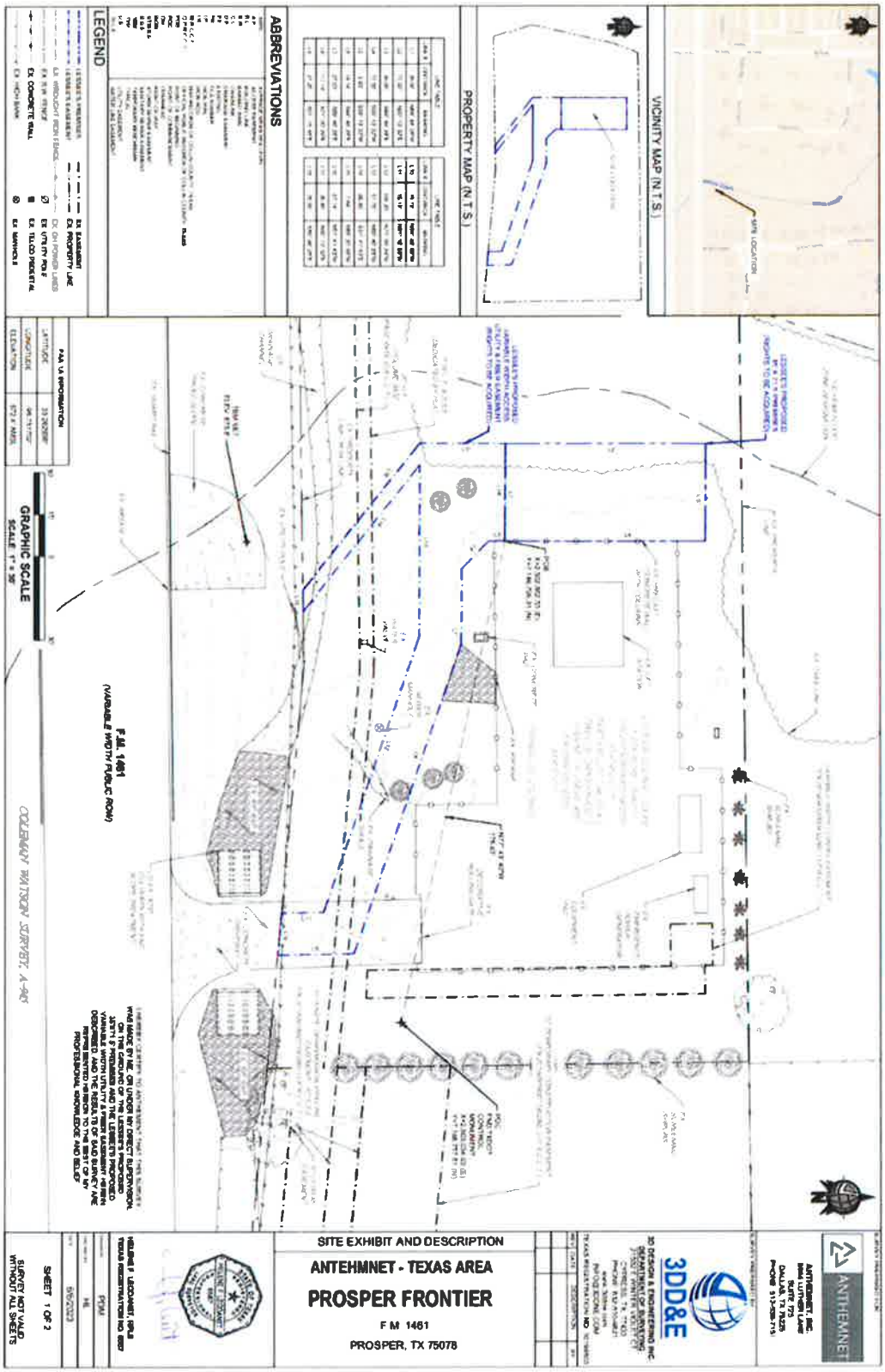
EXHIBIT B

Tower and Concept Plan



Note: Landscaping and irrigation will be installed per City code. Any vertical concrete rise greater than 6" in height will be clad in pre-cast wall material.

ELEVATION
105'-0" HIGH SLIMLINE MONOPOLE
15'-0"
15'-0"
15'-0"
15'-0"
NEW VERIZON PANEL ANTENNAS
(TOWER AND FOUNDATION DESIGN BY OTHERS)
TOWER DESIGN
150' HIGH SLIMLINE COMMUNICATION STRUCTURE
TOWER AND FOUNDATION DESIGN PENDING BY OTHERS.
STRUCTURAL ANALYSIS NOTE
AN ANALYSIS OF THE TOWER OR STRUCTURE
IS PENDING BY OTHERS
MOUNT ANALYSIS NOTE (IF APPLICABLE)
IS PENDING BY OTHERS
NO EQUIPMENT TO BE INSTALLED ON THE MOUNT WITHOUT THE
APPROVAL OF A STRUCTURAL ENGINEER
NOTE
PROPOSED ANTENNA PLACEMENT LOCATION TO BE FIELD VERIFIED BY GENERAL
CONTRACTOR PRIOR TO CONSTRUCTION TO AVOID ANY INTERFERENCE OR
SHADOWING OF EXISTING ANTENNAS IF INTERFERENCE OR SHADOWING OF
EXISTING ANTENNAS IS DISCOVERED DURING FIELD VERIFICATION PLEASE
CONTACT ALLPRO CONSULTING GROUP INC FOR DESIGN REVISION PRIOR TO
ANY NEW ANTENNA INSTALLATION
NOTE
ELEVATION PLAN IS MEANT TO DEPICT TOWER HEIGHT AND IS NOT TO BE USED
FOR CONSTRUCTION. FOR CONSTRUCTION SEE TOWER DRAWINGS AND/OR
STRUCTURAL ANALYSIS PREPARED BY OTHERS
NOTE
CLIMBERS SHOULD NOT LATCH OR TIE THEIR SUPPORT LANYARD OR CLIMB OFF TO
ANY ANTENNA MOUNTING PIPES. CLIMBERS SHOULD ONLY TIE THEIR SUPPORT LANYARDS OFF TO
DESIGN ENGINEERED TIE OFF POINTS OR TO THE SUPPORT LANYARDS ARE CLIMB TO
OR ATTACH TO TOWER STRUCTURAL MEMBERS THAT HAVE VISIBLE BOLTING AND
CONNECTION TO THE LARGER STRUCTURE
NOTE
THE LATEST ANTENNA DESIGN IS TO BE REFERENCED PRIOR TO TOWER WORK
TO VERIFY THE LATEST EQUIPMENT IS ACCOUNTED FOR
NOTE
PLAN REVIEW / MOUNT DRAWING FOR REFERENCE ONLY. MOUNT ANALYSIS BY
OTHERS. NO NEW ANTENNAS OR EQUIPMENT LOADS TO BE INSTALLED ON THE
MOUNT WITHOUT THE APPROVAL OF STRUCTURAL ENGINEER
NOTE
PRIOR TO ATTACHING ANTENNAS AND MOUNTING SECTIONS, TOWER AND TOWER
FOUNDATION MUST BE ANALYZED BY A LICENSED STRUCTURAL ENGINEER TO
VERIFY TOWER IS CAPABLE OF SUPPORTING THE NEW LOADS. REFER TO
STRUCTURAL ANALYSIS BY OTHERS.
NOTE
MOUNT TO BE PROVIDED BY TOWER MANUFACTURER OR TO VERIFY
THIS NEW CELL SITE DESIGN REFERENCES CIVIL CONSTRUCTION PLANS FOR
"SOUTHEAST SECTION PHASE 3, LIFT STATION, FORCE MAIN AND METERING
VAULT" DRAWINGS PREPARED BY PACHECO KOCH PM FILE 355.1-14.141,
DATED AUGUST 2018.
SITE DESIGN IS BASED ON PRELIMINARY SURVEY BY
3D DESIGN & ENGINEERING, INC., DATED 06/06/23.
DUE DILIGENCE SHALL BE DONE BY OTHERS BEFORE THE SITE IS BUILT AS
SHOWN ON THESE DRAWINGS TO VERIFY PROPERTY LINES, EASEMENTS,
EASEMENTS OR DUE TO LANDLORD'S PREFERENCE FOR A DIFFERENT DESIGN.
PLEASE CONTACT ALLPRO CONSULTING GROUP, INC FOR A
REDESIGN BEFORE SITE IS BUILT.
ALL INSTALLATIONS SHOULD BE IN COMPLIANCE WITH
ANSI/ASSE A10.48 AND ANY OTHER SAFETY
STANDARDS
NOTE POWER & FIBER/TELCO SOURCES AND ROUTING TO BE
FIELD VERIFIED PRIOR TO CONSTRUCTION
PROPOSED BURIED OR OVERHEAD UTILITIES MUST BE CONTAINED
WITHIN A DEDICATED UTILITY EASEMENT AS SHOWN ON THE REVISED SURVEY BY
3D DESIGN & ENGINEERING, DATED 06/06/23.
ALL EXISTING AND PROPOSED UTILITIES MUST BE LOCATED PRIOR TO
CONSTRUCTION. NO DIGGING OR TRENCHING SHALL BE ALLOWED WITHOUT PRIOR
VERIFICATION OF EXISTING BURIED UTILITIES.
BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS WITHIN ZONE "X" AREA OF
MINIMAL FLOOD HAZARD, OUTSIDE OF A 100 YR. FLOOD PLAIN AS SHOWN BY
FIRM MAP COMMUNITY-PANEL NUMBER 48085C0170J, DATED 06/02/2009 NO
SURVEYING WAS DONE TO DETERMINE THIS FLOOD ZONE
NOTES
1. ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE INTERNATIONAL BUILDING CODE AS ADOPTED BY THE LOCAL JURISDICTION. IN THE ABSENCE OF A CODE, THE MANUFACTURER'S RECOMMENDATIONS SHALL APPLY.
2. ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH ALL APPLICABLE OSHA REGULATIONS.
3. THE CONTRACTOR SHALL VISIT THE JOB SITE AND BECOME FAMILIAR WITH ALL CONDITIONS AFFECTING THE WORK PRIOR TO SUBMITTING A BID.
4. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AND OBTAIN ALL NECESSARY PERMITS PRIOR TO BEGINNING CONSTRUCTION.
5. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, AND LANDSCAPING DURING CONSTRUCTION. ANY DAMAGE SHALL BE REPAIRED OR REPLACED AT THE CONTRACTOR'S EXPENSE.
7. THE CONTRACTOR SHALL MAINTAIN A CLEAN AND ORDERLY WORK SITE AND DISPOSE OF ALL DEBRIS AND EXCESS MATERIALS OFF-SITE.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAFFIC CONTROL AND SAFETY MEASURES DURING CONSTRUCTION.
9. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
10. THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS UPON COMPLETION OF THE WORK.
11. THE CONTRACTOR SHALL WARRANTY ALL WORK AND MATERIALS FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
12. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK.
14. THE CONTRACTOR SHALL NOT DEVIATE FROM THE APPROVED PLANS WITHOUT PRIOR WRITTEN APPROVAL FROM THE OWNER'S REPRESENTATIVE.
15. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE WORK.
16. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND BRACING FOR ALL EXCAVATIONS.
17. THE CONTRACTOR SHALL PROTECT ALL EXISTING VEGETATION AND LANDSCAPING TO REMAIN.
18. THE CONTRACTOR SHALL RESTORE ALL DISTURBED AREAS TO THEIR ORIGINAL CONDITION OR BETTER.
19. THE CONTRACTOR SHALL PROVIDE ADEQUATE DRAINAGE TO PREVENT PONDING OF WATER.
20. THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY OF ANY DISCREPANCIES OR CONFLICTS IN THE PLANS.
21. THE CONTRACTOR SHALL PROVIDE ADEQUATE LIGHTING FOR NIGHT WORK.
22. THE CONTRACTOR SHALL PROVIDE ADEQUATE SECURITY FOR THE WORK SITE.
23. THE CONTRACTOR SHALL PROVIDE ADEQUATE SANITARY FACILITIES FOR WORKERS.
24. THE CONTRACTOR SHALL PROVIDE ADEQUATE WATER FOR CONSTRUCTION PURPOSES.
25. THE CONTRACTOR SHALL PROVIDE ADEQUATE ELECTRICITY FOR CONSTRUCTION PURPOSES.
26. THE CONTRACTOR SHALL PROVIDE ADEQUATE COMMUNICATION FOR CONSTRUCTION PURPOSES.
27. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRANSPORTATION FOR CONSTRUCTION PURPOSES.
28. THE CONTRACTOR SHALL PROVIDE ADEQUATE STORAGE FOR CONSTRUCTION MATERIALS.
29. THE CONTRACTOR SHALL PROVIDE ADEQUATE SECURITY FOR CONSTRUCTION MATERIALS.
30. THE CONTRACTOR SHALL PROVIDE ADEQUATE INSURANCE FOR CONSTRUCTION.
31. THE CONTRACTOR SHALL PROVIDE ADEQUATE BONDING FOR CONSTRUCTION.
32. THE CONTRACTOR SHALL PROVIDE ADEQUATE WARRANTY FOR CONSTRUCTION.
33. THE CONTRACTOR SHALL PROVIDE ADEQUATE GUARANTEE FOR CONSTRUCTION.
34. THE CONTRACTOR SHALL PROVIDE ADEQUATE MAINTENANCE FOR CONSTRUCTION.
35. THE CONTRACTOR SHALL PROVIDE ADEQUATE REPAIR FOR CONSTRUCTION.
36. THE CONTRACTOR SHALL PROVIDE ADEQUATE REPLACEMENT FOR CONSTRUCTION.
37. THE CONTRACTOR SHALL PROVIDE ADEQUATE DISPOSAL FOR CONSTRUCTION.
38. THE CONTRACTOR SHALL PROVIDE ADEQUATE RECYCLING FOR CONSTRUCTION.
39. THE CONTRACTOR SHALL PROVIDE ADEQUATE ENERGY CONSERVATION FOR CONSTRUCTION.
40. THE CONTRACTOR SHALL PROVIDE ADEQUATE WATER CONSERVATION FOR CONSTRUCTION.
41. THE CONTRACTOR SHALL PROVIDE ADEQUATE ENVIRONMENTAL PROTECTION FOR CONSTRUCTION.
42. THE CONTRACTOR SHALL PROVIDE ADEQUATE SAFETY FOR CONSTRUCTION.
43. THE CONTRACTOR SHALL PROVIDE ADEQUATE HEALTH FOR CONSTRUCTION.
44. THE CONTRACTOR SHALL PROVIDE ADEQUATE WELFARE FOR CONSTRUCTION.
45. THE CONTRACTOR SHALL PROVIDE ADEQUATE MORALE FOR CONSTRUCTION.
46. THE CONTRACTOR SHALL PROVIDE ADEQUATE PRODUCTIVITY FOR CONSTRUCTION.
47. THE CONTRACTOR SHALL PROVIDE ADEQUATE QUALITY FOR CONSTRUCTION.
48. THE CONTRACTOR SHALL PROVIDE ADEQUATE QUANTITY FOR CONSTRUCTION.
49. THE CONTRACTOR SHALL PROVIDE ADEQUATE TIMELINESS FOR CONSTRUCTION.
50. THE CONTRACTOR SHALL PROVIDE ADEQUATE COST FOR CONSTRUCTION.
51. THE CONTRACTOR SHALL PROVIDE ADEQUATE VALUE FOR CONSTRUCTION.
52. THE CONTRACTOR SHALL PROVIDE ADEQUATE SATISFACTION FOR CONSTRUCTION.
53. THE CONTRACTOR SHALL PROVIDE ADEQUATE COMPLETION FOR CONSTRUCTION.
54. THE CONTRACTOR SHALL PROVIDE ADEQUATE ACCEPTANCE FOR CONSTRUCTION.
55. THE CONTRACTOR SHALL PROVIDE ADEQUATE CLOSEOUT FOR CONSTRUCTION.
56. THE CONTRACTOR SHALL PROVIDE ADEQUATE DOCUMENTATION FOR CONSTRUCTION.
57. THE CONTRACTOR SHALL PROVIDE ADEQUATE RECORDS FOR CONSTRUCTION.
58. THE CONTRACTOR SHALL PROVIDE ADEQUATE REPORTS FOR CONSTRUCTION.
59. THE CONTRACTOR SHALL PROVIDE ADEQUATE MEETINGS FOR CONSTRUCTION.
60. THE CONTRACTOR SHALL PROVIDE ADEQUATE COMMUNICATION FOR CONSTRUCTION.
61. THE CONTRACTOR SHALL PROVIDE ADEQUATE COORDINATION FOR CONSTRUCTION.
62. THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPERVISION FOR CONSTRUCTION.
63. THE CONTRACTOR SHALL PROVIDE ADEQUATE MANAGEMENT FOR CONSTRUCTION.
64. THE CONTRACTOR SHALL PROVIDE ADEQUATE LEADERSHIP FOR CONSTRUCTION.
65. THE CONTRACTOR SHALL PROVIDE ADEQUATE TEAMWORK FOR CONSTRUCTION.
66. THE CONTRACTOR SHALL PROVIDE ADEQUATE COOPERATION FOR CONSTRUCTION.
67. THE CONTRACTOR SHALL PROVIDE ADEQUATE COLLABORATION FOR CONSTRUCTION.
68. THE CONTRACTOR SHALL PROVIDE ADEQUATE PARTNERSHIP FOR CONSTRUCTION.
69. THE CONTRACTOR SHALL PROVIDE ADEQUATE ALLIANCE FOR CONSTRUCTION.
70. THE CONTRACTOR SHALL PROVIDE ADEQUATE RELATIONSHIP FOR CONSTRUCTION.
71. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRUST FOR CONSTRUCTION.
72. THE CONTRACTOR SHALL PROVIDE ADEQUATE RESPECT FOR CONSTRUCTION.
73. THE CONTRACTOR SHALL PROVIDE ADEQUATE HONESTY FOR CONSTRUCTION.
74. THE CONTRACTOR SHALL PROVIDE ADEQUATE INTEGRITY FOR CONSTRUCTION.
75. THE CONTRACTOR SHALL PROVIDE ADEQUATE ETHICS FOR CONSTRUCTION.
76. THE CONTRACTOR SHALL PROVIDE ADEQUATE MORALITY FOR CONSTRUCTION.
77. THE CONTRACTOR SHALL PROVIDE ADEQUATE VALUES FOR CONSTRUCTION.
78. THE CONTRACTOR SHALL PROVIDE ADEQUATE PRINCIPLES FOR CONSTRUCTION.
79. THE CONTRACTOR SHALL PROVIDE ADEQUATE STANDARDS FOR CONSTRUCTION.
80. THE CONTRACTOR SHALL PROVIDE ADEQUATE GUIDELINES FOR CONSTRUCTION.
81. THE CONTRACTOR SHALL PROVIDE ADEQUATE POLICIES FOR CONSTRUCTION.
82. THE CONTRACTOR SHALL PROVIDE ADEQUATE PROCEDURES FOR CONSTRUCTION.
83. THE CONTRACTOR SHALL PROVIDE ADEQUATE METHODS FOR CONSTRUCTION.
84. THE CONTRACTOR SHALL PROVIDE ADEQUATE TECHNIQUES FOR CONSTRUCTION.
85. THE CONTRACTOR SHALL PROVIDE ADEQUATE SKILLS FOR CONSTRUCTION.
86. THE CONTRACTOR SHALL PROVIDE ADEQUATE KNOWLEDGE FOR CONSTRUCTION.
87. THE CONTRACTOR SHALL PROVIDE ADEQUATE EXPERIENCE FOR CONSTRUCTION.
88. THE CONTRACTOR SHALL PROVIDE ADEQUATE EDUCATION FOR CONSTRUCTION.
89. THE CONTRACTOR SHALL PROVIDE ADEQUATE TRAINING FOR CONSTRUCTION.
90. THE CONTRACTOR SHALL PROVIDE ADEQUATE CERTIFICATION FOR CONSTRUCTION.
91. THE CONTRACTOR SHALL PROVIDE ADEQUATE LICENSING FOR CONSTRUCTION.
92. THE CONTRACTOR SHALL PROVIDE ADEQUATE REGISTRATION FOR CONSTRUCTION.
93. THE CONTRACTOR SHALL PROVIDE ADEQUATE ACCREDITATION FOR CONSTRUCTION.
94. THE CONTRACTOR SHALL PROVIDE ADEQUATE RECOGNITION FOR CONSTRUCTION.
95. THE CONTRACTOR SHALL PROVIDE ADEQUATE AWARDS FOR CONSTRUCTION.
96. THE CONTRACTOR SHALL PROVIDE ADEQUATE HONORS FOR CONSTRUCTION.
97. THE CONTRACTOR SHALL PROVIDE ADEQUATE PRAISE FOR CONSTRUCTION.
98. THE CONTRACTOR SHALL PROVIDE ADEQUATE GRATITUDE FOR CONSTRUCTION.
99. THE CONTRACTOR SHALL PROVIDE ADEQUATE APPRECIATION FOR CONSTRUCTION.
100. THE CONTRACTOR SHALL PROVIDE ADEQUATE RECOGNITION FOR CONSTRUCTION.
PROSPER FRONTIER
VZM PROJECT ID #
16582917
FUZE ID:617033440
5765 E. FRONTIER PARKWAY
CELINA, TEXAS 75078
(COLLIN COUNTY)
ELEVATION
74
ANTHEMNET
SMW
ENGINEERING GROUP, INC
0 07/21/23 ISSUED
DESCRIPTION
DATE
PROJECT MGR
DRAWN BY
CHECKED BY
C. COOPER
THE USE AND DISCLOSURE OF THE INFORMATION CONTAINED ON THIS SHEET IS SUBJECT TO THE RESTRICTIONS OF THE NOTICE APPEARING ON THE TITLE SHEET OF THIS DRAWING SET. THIS DRAWING IS PROVIDED SOLELY FOR USE BY THE PARTIES AUTHORIZED BY THE OWNER AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. REPRODUCTION OR USE OF THIS DRAWING AND/OR THE INFORMATION CONTAINED IN IT IS PROHIBITED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE OWNER.


VICINITY MAP (N.T.S.)
PROPERTY MAP (N.T.S.)
ABBREVIATIONS
LEGEND
GRAPHIC SCALE
SCALE 1" = 30'
F.M. 1461
(VARIABLE WIDTH PUBLIC ROW)
COLEMAN MATSON SURVEY, A-945
SITE EXHIBIT AND DESCRIPTION
ANTEHMNET - TEXAS AREA
PROSPER FRONTIER
F M 1461
PROSPER, TX 75078
3DD&E
ANTEHMNET
SHEET 1 OF 2
SURVEY NOT VALID WITHOUT ALL SHEETS

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:	November 12, 2024
Re:	Partnership Agreement between City and Preston Trail Rotary Club of Celina & Gunter to Host Toys 4 Tots Toy Drive

---

Action Requested:
Consider and act to authorize an agreement with Preston Trail Rotary Club of Celina & Gunter to host a Toys 4 Tots Toy Drive on the Downtown Square. (Monaco)

Background Information:

For several years, the Preston Trail Rotary Club of Celina & Gunter has held its annual Toys for Tots Toy Drive in the heart of Celina in the Downtown Square. Known for bringing the community together in the spirit of giving, this drive-up, drop-off event allows residents and visitors alike to contribute toys for children in need without the need for road closures, ensuring smooth accessibility and ease of participation. The event promises festive holiday cheer with lively entertainment, including music from a DJ, a performance by the high school dance line, and other engaging activities designed to delight children and families. This cherished tradition exemplifies the strong community bonds and shared commitment to supporting local families during the holiday season.

Legal Review:
Contract has been previously reviewed by legal.

Supporting Documents:
1. Staff Presentation
2. Agreement

Financial Consideration:
The City of Celina will waive the Downtown Square usage fee in partnership with the Preston Trail Rotary Club of Celina & Gunter for their annual Toys for Tots Toy Drive.

Staff Recommendation:
Staff recommends approval of the Partnership Agreement as agreed upon by both parties.

PARTNERSHIP AGREEMENT FOR TOYS 4 TOTS TOY DRIVE

Joe Monaco
Director of Marketing & Communications
November 12, 2024



PARTNERSHIP AGREEMENT

Overview

- The City of Celina will waive the reservation fee for use of the Downtown Square for the annual Toys for Tots Toy Drive.
- In return, the Preston Trail Rotary Club of Celina & Gunter will designate the City as a co-host of the event.

Purpose of Partnership

- The City aims to collaborate with the Preston Trail Rotary Club to promote and support events that strengthen community bonds.
- This partnership supports Celina's commitment to fostering charitable and community-centered initiatives.

Terms of Fee Waiver

- The City will waive the Downtown Square Site Reservation Fee for one (1) Toys for Tots Toy Drive event scheduled for December 2024.
- This agreement reflects the City's dedication to providing resources for impactful, community-enhancing events.

QUESTIONS?





Life Connected.

PARTNERSHIP AGREEMENT

This **AGREEMENT** ("Agreement") is made by and between the CITY OF CELINA, TEXAS ("City") and PRESTON TRAIL ROTARY CLUB OF CELINA & GUNTER ("Company"), a local non-profit and network of volunteer leaders who dedicate their time and talent to tackle the community's most pressing humanitarian challenges. City and Company are also each referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, 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 and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Company intends to organize and host an event, the Toys 4 Tots Collective Drive, ("Event") on the City's Historic Downtown Square ("Downtown Square") and has requested financial support from the City of Celina. The Company has indicated that a Partnership Agreement with the City, including the waiver of certain costs contained in the Master Fee Chart associated with hosting the Event and the designation of the City as a co-host, would significantly encourage its decision to hold the Event within Celina.

WHEREAS, the City intends to waive the amount of the Site Reservation Fee for the Downtown Square for one (1) Event intended to occur in December of 2024; and

WHEREAS, the City has assessed and determined that promoting the Event will provide meaningful benefits to local residents and enrich the community-at-large during the holiday season; and

WHEREAS, the City intends to partner with the Company to promote and support community-centered events and programs within the City related to the charitable event; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

The term ("Term") of this Agreement shall begin on the date of the last of the Parties to execute this Agreement (the "**Effective Date**") and continue until and through December 11, 2024.

ARTICLE II
AFFIRMATIVE COVENANTS

2.1 **Affirmative Covenants of City**. The City will waive the Site Reservation Fee for the Downtown Square as established in the City of Celina Master Fee Chart approved by the Celina City Council, for one (1) Event scheduled for December 11, 2024.

2.2 **Affirmative Covenants of Company**.

(A) In exchange for the City waiving the site reservation fee for the Downtown Square, the Company agrees to include the City in any marketing materials under such partnership for the Event.

(B) The Company will be responsible for completing the Special Events Permit Application and all of the necessary applications and/or processes within the Special Events Guidelines as approved by the Celina City Council. The Company will be responsible for complying with any and all applicable ordinances of the City.

(C) The Company will coordinate volunteers as available to assist in set-up, operations, load out, and clean-up efforts related to the Event and return the premises of the Downtown Square to its original state before the Event occurred. The Downtown Square is made available to Company "as is" and "with all faults", and the City makes no representation or warranty of any kind, express or implied, with respect to the Downtown Square, including habitability, fitness or suitability for a particular purpose. CITY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. THE COMPANY ACKNOWLEDGES THAT NEITHER THE CITY NOR ANY OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES OR ANY OTHER AUTHORIZED THIRD PARTIES FOR WHOM THE CITY IS LEGALLY RESPONSIBLE HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DOWNTOWN SQUARE OR THE SUITABILITY OF THE DOWNTOWN SQUARE FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING AND/OR USE OF THE DOWNTOWN SQUARE, THE COMPANY IS DEEMED TO HAVE ACCEPTED THE DOWNTOWN SQUARE AS SUITABLE FOR ITS PURPOSES.

(D) No later than 20 days before the Event, the Company will provide to the City a Special Events Permit Application and turn in all required submittals no later than 30 days prior to the Events, or as otherwise required by the City's Code of Ordinances. The Company will adhere to the rules and regulations set forth in Article 1.12 Special Events, as amended, of the Celina Code of Ordinances. The Company will consult with the City in the performance and/or the

development of an Emergency Action Plan if the City determines that such modifications are in the interest of public health, safety, and welfare. In its discretion, the City may, but is not required to, waive or reduce the amount of time the Company can provide the Special Events Permit Application and all required submittals. Such a waiver or reduction in required time shall be provided for in writing as either an Addendum, Supplement, or an Amendment.

(G) Company agrees that the City shall have the right to market the Event as part of the City's updates to the community-at-large under this Agreement, including, but not limited to the City's social media pages on various platforms, website announcements, and other general announcements at City-hosted meetings and/or other City events.

(H) Company shall not have an uncured breach of this Agreement or any other agreement by and between Company and the City.

(I) Company shall hold insurance in amounts sufficient to reasonably cover any and all liabilities at the Event as specified in the Special Events Guidelines, or in amounts otherwise as required by the City under Chapter 1, Article 12, Division 3, under Section 1.12.097, and/or as lowered, increased, or waived by the City under the same section. The City reserves the right to review the insurance requirements initially required of Company and to adjust coverages and limits when deemed necessary and prudent by the City.

ARTICLE III
TERMINATION

3.1 This Agreement may be terminated upon any one of the following:

(A) By either the City or the Company for any reason upon ninety (90) days advance written notice to the other Party;

(B) By mutual written agreement of the Parties;

(C) By City or Company, respectively, if the other Party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;

(D) Upon any of the following occurrences, which shall be declared an event of default:

i. Any warranty, representation, or statement made or furnished to City by or on behalf of Company under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished;

ii. Company's insolvency, appointment of receiver for any part of Company's property, any assignment for the benefit of creditors of Company, any type of

creditor workout for Company, closure of the Company as an existing business in the State of Texas, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company;

iii. The filing of any lawsuit by Company against the City;

iv. If any applicable permits required for the Event and issued by the City are revoked or expire, and Company fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Company within thirty (30) days after written notice thereof; or

(E) Expiration of the Term, or any subsequent renewal of the Term.

ARTICLE IV
FORCE MAJEURE

4.1 Company and City will not be in breach or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, mass contagion or epidemic, or other similar event beyond the Party's reasonable control (each a "Force Majeure Event"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(A) Notify the other Party of the Force Majeure Event and its impact under this Agreement, including the amount of time needed before resuming performance; and

(B) Use reasonable efforts to resolve issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

ARTICLE V
RECORDS AND ACCOUNTS

The Company will maintain accounts, documents, and other materials related to the costs, expenditures, and receipts incurred or made pursuant to this Agreement in accordance with generally accepted accounting practices. Contracting Information, as defined below, will be subject to inspection and audit at reasonable times by representatives of the City but no later than three (3) business days following a written request by the City. “Contracting Information” for purposes of Article V shall have the meaning of Contracting Information contained in the Texas Public Information Act, Section 552.003(1-a). The Company understands that any records related to this Agreement may be subject to disclosure as a public record under the Texas Public Information Act and the Company will cooperate with the City in responding to any request under such law.

ARTICLE VI
MISCELLANEOUS

6.1 Findings Incorporated. The recitals at the beginning of this Agreement are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.3 Independent Contractor. In performing this Agreement, the Company is an independent contractor, not subject to control or direction by the City except for such oversight as herein described or otherwise set forth by applicable law. The Company and its contractors and volunteers will make no claim of City employment nor will claim against the City any employment-related benefits.

6.4 Release and Limitation of Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. THE COMPANY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY A PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, RELATED TO, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTIVITIES OR PERFORMANCE OF THE EVENTS UNDER THIS AGREEMENT. BY ENTERING THIS AGREEMENT, THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

6.5 Assignment. This Agreement may not be assigned or transferred by the Company to any other person or entity without the prior written consent of the City.

6.6 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.7 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder shall be

deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand-delivered sent via fax.

If intended for City to:

Attn: Robert Ranc
City Manager
142 N. Ohio Street
Celina, TX 75009

With a Copy To
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Telephone: (972) 668-6400
Facsimile: (972) 668-6414
Email: julie@txmunicipallaw.com

If intended for the Company, to:

Attn: Mark Rebro
President, Preston Trail Rotary Club of Celina & Gunter

6.9 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject manner of this Agreement.

6.10 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.11 Amendment. This Agreement may only be amended by mutual written agreement of the Parties.

6.12 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be

illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity by entering and performing its obligations under this Agreement.

6.17 Texas Government Code, Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker"). During the term of this Agreement, the Company shall notify City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company, or a branch, division or department of the Company is convicted of a violation under 8 U.S.C. Section 1324a(t), the total amount of park fees waived herein, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past park fees waived. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

6.18 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or multiple copies, each of equal dignity.

ACCEPTED and EXECUTED as of the _____ day of _____ 2024.

CITY OF CELINA

By: _____
Name: Robert Ranc
City Manager

1324a(t), the total amount of park fees waived herein, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past park fees waived. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

6.18 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in one or multiple copies, each of equal dignity.

ACCEPTED and EXECUTED as of the 6 day of November 2024.

CITY OF CELINA

By: _____
Name: Robert Ranc
City Manager

PRESTON TRAIL ROTARY CLUB OF CELINA & GUNTER

By: Mark Rebro
Name: Mark Rebro
President

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:	November 12, 2024
Re:	HBA Satellite Office (222 W. Walnut Street) - DA Extension (McAfee)

Action Requested:
Consider and act upon an amendment to the West Walnut Street Facilities Agreement; generally located at the southeast corner of Walnut Street and Ohio Street, within the City Limits. (HBA Satellite Office – Facilities Agreement Extension) (McAfee)

Background Information:
This request is for an extension of the Development Agreement for the HBA Satellite Office at 222 W. Walnut Street. Approved in August 2023, the current agreement allows a temporary modular office with a 2-year term and a 1-year extension by the City Manager. The applicant proposes amending the agreement to start the term upon permit issuance, no later than 2 years from the effective date, with the total term ending by December 2028. Please refer to the attached documents for details.

Legal Review:
The City Attorney has reviewed this agreement.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Existing Agreement
4. Draft Agreement

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

HBA Satellite Office Location Map

City of Celina

10/24/2024

N
W E
S

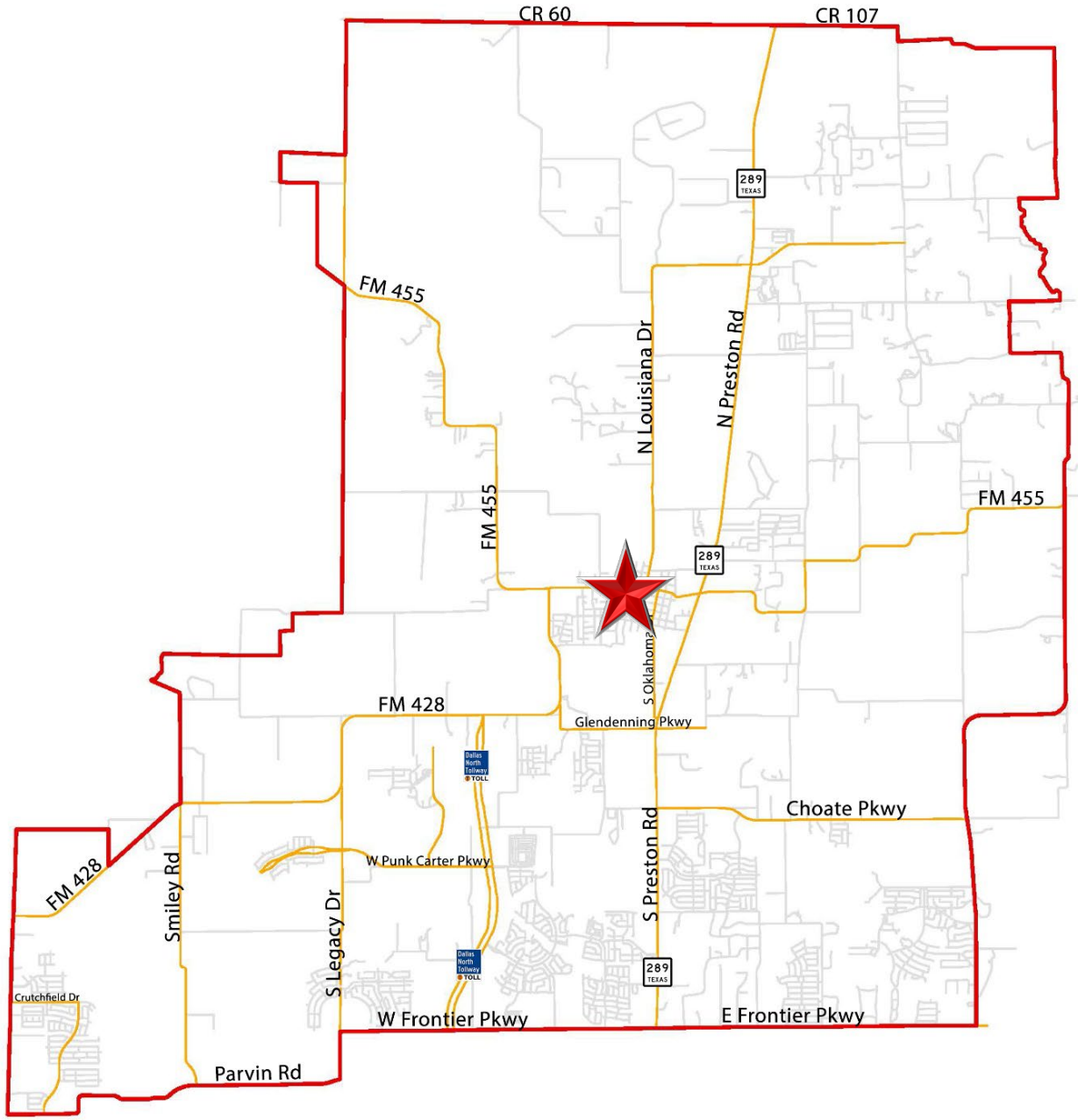
0 63 125

Feet

HBA SATELLITE OFFICE (222 W. WALNUT) DA EXTENSION

City Council
November 12, 2024




CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
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FM 455
289
TEXAS
S Oklahoma
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

BACKGROUND

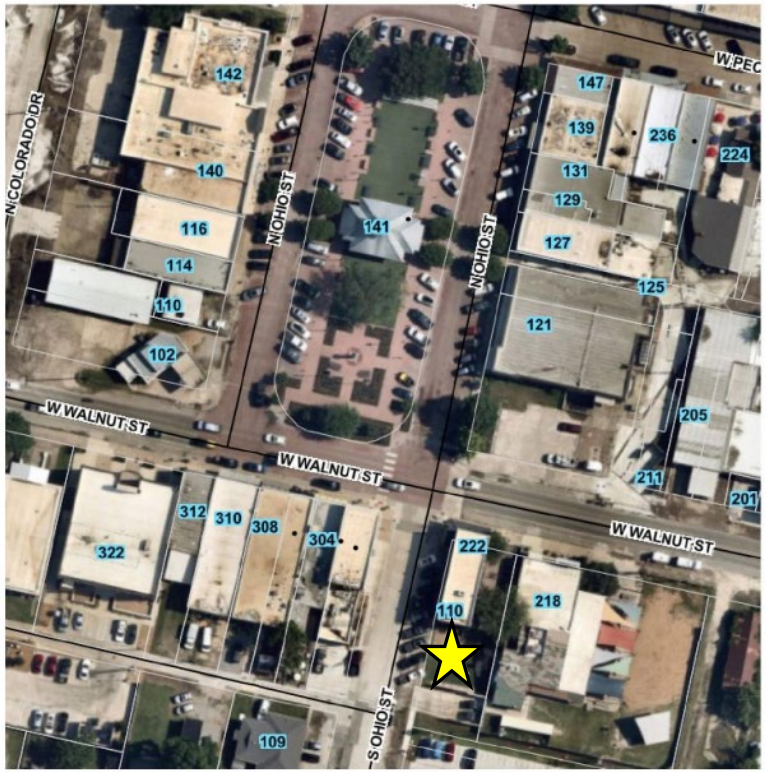
The City Council approved a Development Agreement in 2023 (August) that allowed for a temporary modular office structure behind 222 W. Walnut, per the following:

- Associated with current tenant of building
- 2-year term (with 1-year extension by CMO)
- 6 employees; no customers (as of 2023)
- 6' enhanced wooden screening fence along S. Ohio


MULBERRY
WALNUT
MAPLE
MALONE
BEECH
PECAN
MAIN
OAK
ASH
Gateway East
Preston Streams
Entertainment
Patio Commons
The Verandas
The Bricks
BNSF Railway
Type A
Type B
Type C
Type D



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N OHIO ST
W WALNUT ST
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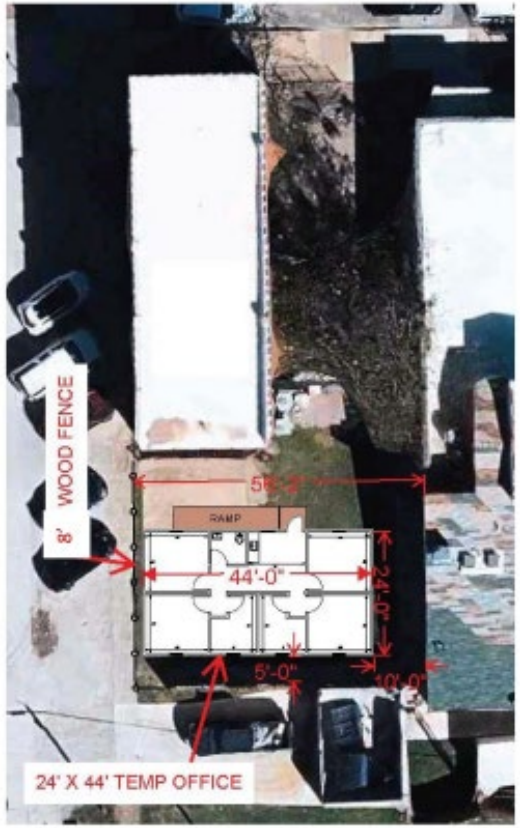

8' WOOD FENCE
RAMP
44'-0"
24'-0"
5'-0"
10'-0"
24' X 44' TEMP OFFICE

EXISTING DA LANGUAGE

4.1 Term. The term of this Agreement shall begin on the Effective Date and end two (2) years thereafter (the "Term"). Before the end of the Term, the Facility shall be removed from the Property.

4.2 Term Extension. Owner may request an extension of the Term for up to one (1) year in writing to the City Manager of the City. Owner shall include in the request a plan for transferring operations at the Facility to a permanent site, including but not limited to, updates regarding real estate options or contracts and a timeline. Owner understands and agrees that a material inducement for the City to enter into this Agreement was the Owner's intentions of a temporary modular building on the Property, while searching for a permanent site.

REQUEST

- CURRENT
  - The current agreement, starting in 2023, allows for 2 years plus a 1-year extension, which ends in 2026, or a 3-year maximum.
- REQUEST
  - The revised agreement proposes 2 years to obtain the permit, but requires all structures to be removed by the end of 2028, or a 4-year maximum, if the permit is obtained within the 2-year timeframe.
    - The maximum potential term effectively moves from 2026 to 2028

RECOMMENDATION

- Staff recommends approval as presented

EXISTING AGREEMENT

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is entered into by and between The Rodarmer Family Revocable Living Trust, through its Trustees Paul Rodarmer and Nora Jill Rodarmer, (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 0.170 acres of land, generally located at 222 W. Walnut St., which lies within the corporate limits of the City, and within Collin County, Texas and is described on **Exhibit A** and depicted in **Exhibit B** (the "Property"); and

WHEREAS, the Owner intends to install a temporary modular building on the Property, which does not comply with current City Regulations (as hereinafter defined) of the Property ("Facility"), while searching for a separate permanent site; and

WHEREAS, the City intends to allow the Facility on a temporary basis, and the Parties intend for this Agreement to establish certain restrictions, timelines, and commitments in connection with use of the Facility; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the City and the Owner agree that the Facility can best proceed pursuant to an agreement such as this Agreement.

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.

City is defined in the introductory paragraph.

City Assignee is defined in Section 6.2.

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 Facility.

Claims is defined in Section 3.2(a).

Concept Plan shall have the meaning set forth in Section 2.2.

Effective Date is the date in the introductory paragraph.

Facility is defined in the Recitals.

Indemnified Party is defined in Section 3.2(a).

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 6.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Term shall have the meaning provided in Section 4.1.

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Full Compliance with City Standards. Development of the Facility, shall be subject to applicable City Regulations, except as otherwise provided herein.

2.2 Facility Regulations. The Facility shall be constructed in accordance with the Concept Plan depicted in **Exhibit C**, attached hereto and incorporated herein for all purposes (the "Concept Plan"), and the following development standards while the temporary Facility is open, with such allowed Facility to end no later than two (2) years from the Effective Date:

(a) Temporary modular building as depicted in the Concept Plan; and

(b) 8’ tall enhanced fence (cedar, board-on-board, with decorative cap, metal posts on inside) parallel to roadway.

ARTICLE III
DEVELOPMENT PROCESS AND CHARGES

3.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, impact fees, tap fees, technology fees, permit fees, development, inspection fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

3.2 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 OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS; (III) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE FACILITY; OR (IV) 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 CONSTRUCTING THE FACILITY OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE FACILITY, 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 3.2 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 OWNER.

3.3 **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 REQUIREMENTS EXPRESSLY SET FORTH IN 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;

(C) VIOLATION OF ANY APPLICABLE ROUGH PROPORTIONALITY REQUIREMENTS; AND/OR

(C) NUISANCE.

(b) THIS SECTION 3.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IV
TERM

4.1 Term. The term of this Agreement shall begin on the Effective Date and end two (2) years thereafter (the "Term"). Before the end of the Term, the Facility shall be removed from the Property.

4.2 Term Extension. Owner may request an extension of the Term for up to one (1) year in writing to the City Manager of the City. Owner shall include in the request a plan for transferring operations at the Facility to a permanent site, including but not limited to, updates regarding real estate options or contracts and a timeline. Owner understands and agrees that a material inducement for the City to enter into this Agreement was the Owner's intentions of a temporary modular building on the Property, while searching for a permanent site.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

5.1 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 thirty (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.

5.2 Remedies.

(a) 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.

(b) City's Remedies. In the event that the Owner continues to operate the Facility on the Property beyond the deadline set out in Article IV, the Owner shall pay $1,000 to the City each day that the Facility operates on the Property thereafter.

ARTICLE VI
ASSIGNMENT AND ENCUMBRANCE

6.1 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.

6.2 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.

6.3 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 (hereinafter defined) 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.

6.4 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. 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.

6.5 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 VII
RECORDATION

This Agreement and all amendments hereto 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.

ARTICLE VIII
ADDITIONAL PROVISIONS

8.1 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.

8.2 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:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: kstovall@celina-tx.gov TEL: (972) 382-2682
With a copy to:	Attn: Julie Fort Messer & Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com TEL: (972) 668-6400
To the Owner:	The Rodarmer Family Revocable Living Trust c/o Trustees Paul Rodarmer and Nora Jill Rodarmer PO Box 670 Tioga, TX 76271

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.

8.3 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.

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

8.5 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.

8.6 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.

8.7 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.

8.8 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.

8.9 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.

8.10 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.

8.11 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.

8.12 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 Location
Exhibit C Concept Plan for Facility

8.13 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.

8.14 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.

8.15 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.

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

8.17 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 Form 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on August 8, 2023.

Date: _____

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Field, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 08 day of 08, 2023, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

(SEAL)
LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

_____
Notary Public, State of Texas

_____
Name printed or typed

Commission Expires: 07-05-26

OWNER:

THE RODARMER FAMILY REVOCABLE LIVING TRUST

By: _____
Name: Nora Jill Rodarmer
Title: Trustee

Date: 8-7-23

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on 8-7-23, 2023, personally appeared Nora Jill Rodarmer, Trustee of The Rodarmer Family Revocable Living Trust, Owner of the Property, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

SYDNEY LEE WYNN
Notary ID #129695686
My Commission Expires
January 31, 2026

_____
Notary Public in and for the State of Texas

By: _____
Name: Paul Rodarmer
Title: Trustee

Date: 8-7-23

STATE OF TEXAS §
§
COUNTY OF Grayson §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on 8-7-23, 2023, personally appeared Paul Rodarmer, Trustee of The Rodarmer Family Revocable Living Trust, Owner of the Property, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

SYDNEY LEE WYNN
Notary ID #129695686
My Commission Expires
January 31, 2026

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Situated in Collin County, Texas, and being Lots 11 and 12 in Block 5 of the Town of Celina, Texas, same being the hotel building, as described on Special Warranty Deed for the Property recorded in the Official Public Records of Collin County, Texas **recorded on January 9, 2023 as Instrument Number 2023000002425**

EXHIBIT B
DEPICTION OF THE PROPERTY LOCATION

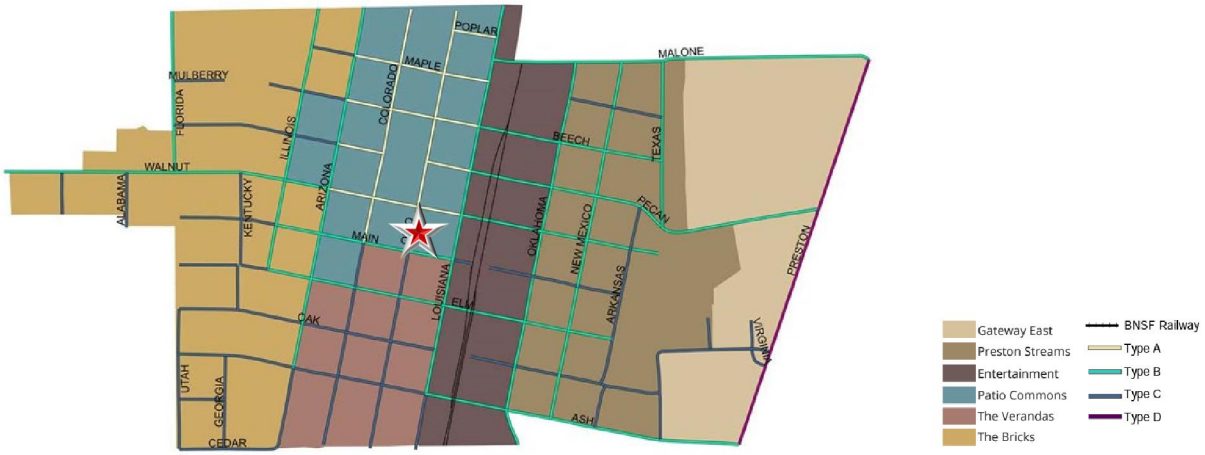
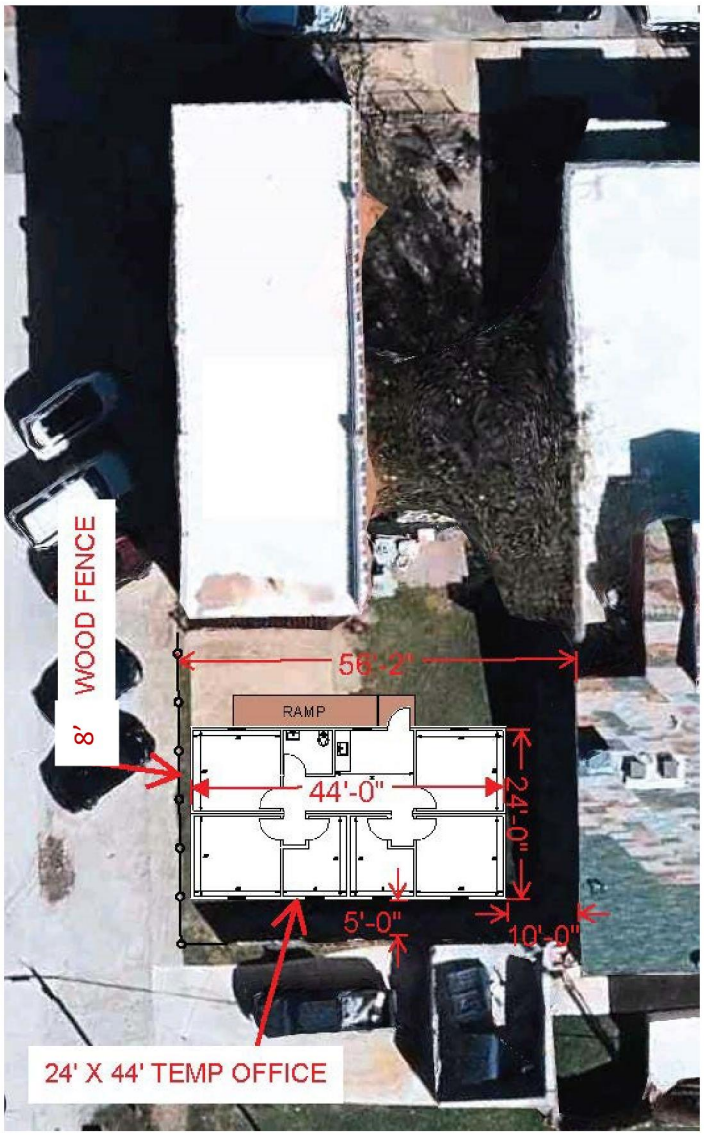




EXHIBIT C
CONCEPT PLAN FOR FACILITY







FIRST AMENDMENT TO FACILITIES AGREEMENT

This **FIRST AMENDMENT TO FACILITIES AGREEMENT** (the "**First Amendment**") is entered into by and between The Rodarmer Family Revocable Living Trust, through its Trustees Paul Rodarmer and Nora Jill Rodarmer (the "Owner") and the City of Celina (the "**City**") to be effective on the date upon which the last of all Parties has approved and duly executed this Agreement (the "Effective Date"). Owner and City are each a "Party and together, the "Parties".

ARTICLE I.
RECITALS

WHEREAS, the Owner owns a 0.170 acre parcel of real property (the "Property"), generally located at 222 W. Walnut St., which lies within the corporate limits of the City, and within Collin County, Texas, and more particularly described on Exhibit "A" and depicted in Exhibit "B" attached hereto; and

WHEREAS, Owner and City entered into that certain Facilities Agreement dated August 8, 2023 (the "**Agreement**"), pursuant to which, among other terms and conditions, the Parties agreed to the installation of a temporary modular building, which does not comply with current City Regulations (the "**Facility**"), on the Property; and

WHEREAS, Section 4.1 of the Agreement provides that the term of the Agreement shall begin on the Effective Date of the Agreement and end two (2) years thereafter; and

WHEREAS, the Parties wish to amend the term of the Agreement to allow the Owner (2) years from the Effective Date of this First Amendment to obtain a building permit for the Facilities with a final term expiration date of December 31, 2028; and

WHEREAS, except as otherwise defined in this First Amendment, capitalized terms used in this First Amendment shall have the same meaning given to such terms in the Agreement; and

WHEREAS, the Parties agree that except as specifically amended by this First Amendment, the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

NOW, **THEREFORE**, in consideration of the foregoing Recitals (which are incorporated herein by this reference) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

1. **AMENDMENTS.**

   (a) **Section 4.1 Term**. The Owner shall have two (2) years to obtain a building permit for the Facilities from the Effective Date of this First Amendment with a final termination date of December 31, 2028 (the "Term"). By the end of the Term, the Facility shall be removed from the Property. Owner understands and agrees that a

material inducement for the City to enter into the Agreement and this First Amendment was the Owner's intentions of a temporary modular building on the Property, while searching for a permanent site.

(b) **Section 4.2 Term Extension**. Section 4.2 Term Extension shall be deleted in its entirety.

~~Owner may request an extension of the Term in writing to the City Manager of the City for the earlier of (i) up to one (1) year, or (ii) December 31, 2028. Owner shall include in the request a plan for transferring operations at the Facility to a permanent site, including but not limited to, updates regarding real estate options or contracts and a timeline. Owner understands and agrees that a material inducement for the City to enter into this Agreement was the Owner's intentions of a temporary modular building on the Property, while searching for a permanent site.~~

2. MISCELLANEOUS PROVISIONS.

a. AGREEMENT IN EFFECT. Except as modified, amended, or specifically set forth in this First Amendment, the Agreement shall remain in full force and effect. Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

b. AUTHORITY. By signing this First Amendment, the Parties agree that they have all necessary authority to enter into this First Amendment, including any necessary approval by partners, directors, or council members.

c. COUNTERPARTS. This First Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument. Any facsimile or e-mail transmittal of signed versions (including electronic signatures) of this First Amendment shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manners and respects as the original document. Each Party agrees that the electronic signatures of the Parties included in this First Amendment, whether digital or encrypted and specifically including Docusign signatures, are intended to authenticate this writing and to have the same force and effect as manual signatures.

d. SEVERABILITY. If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this First Amendment are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions, or any other part of this First Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

[Signatures begin on following page.]

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:

THE RODARMER FAMILY REVOCABLE LIVING TRUST

By: _____
Name: Nora Jill Rodarmer
Title: Trustee

Date: _____

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 Nora Jill Rodarmer, Trustee of The Rodarmer Family Revocable Living Trust, Owner of the Property, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

By: _____
Name: Paul Rodarmer
Title: Trustee

Date: _____

STATE OF TEXAS §
§
COUNTY OF___ §

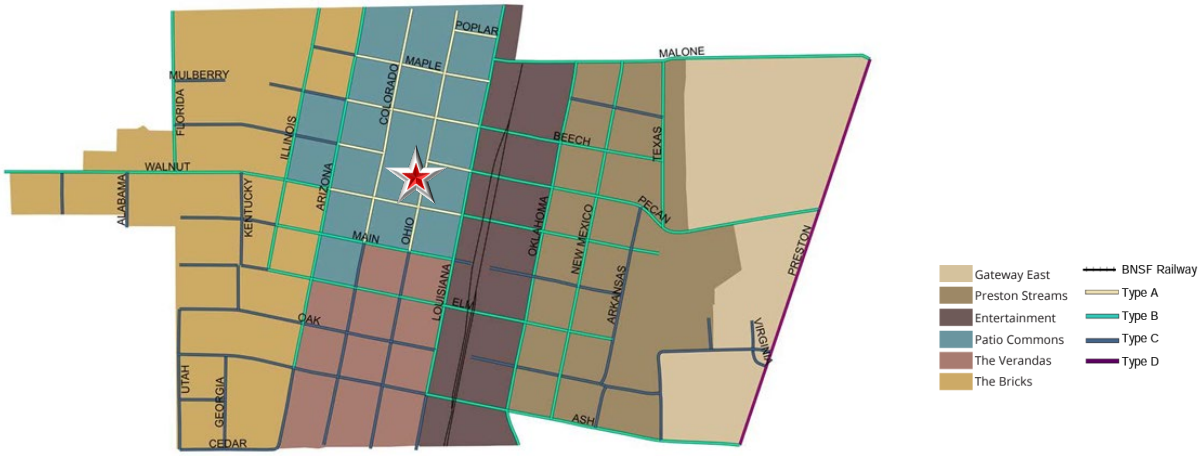
BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Paul Rodarmer, Trustee of The Rodarmer Family Revocable Living Trust, Owner of the Property, and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Situated in Collin County, Texas, and being Lots 11 and 12 in Block 5 of the Town of Celina, Texas, same being the hotel building, as described on Special Warranty Deed for the Property recorded in the Official Public Records of Collin County, Texas **recorded on January 9, 2023 as Instrument Number 2023000002425.**

EXHIBIT B
DEPICTION OF THE PROPERTY LOCATION





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:	November 12, 2024
Re:	Parvin Road No Thru Trucks

Action Requested:
Consider and act on an Ordinance to amend and add to the Celina code of ordinances, Chapter 12, "Traffic and Vehicles", article 12:05, "Truck Routes", section 12.05.002, "Definitions", and adding Section 12.05.006, "Prohibition of Commercial Trucks on No Thru Truck Traffic Street Segments" and designate Parvin Road from Frontier Parkway to Farm-to-Market Road 1385 (FM 1385) as a no thru trucks route. (Glasgow)

Background Information:
On April 11, 2023, council awarded the construction contract to Apple Pavement Services for the reconstruction of Parvin Road. This project was broken into two phases, phase one from Farm-to-Market Rd 1385 (FM 1385) to Smiley Road/Teel Parkway and phase two from Smiley Road/Teel Parkway to Legacy Drive. Phase one's previous pavement condition was hot mix asphalt with severe potholes, ruts and uneven pavement. Phase two's previous condition was a rock road. Phase one was completed and opened to traffic in August 2023 and Phase two in December 2023.

In March 2024, failures in the new pavement began to occur between Old Parvin Road and Smiley Road on Phase 2. City staff notified Apple Pavement of the failures. Apple Pavement mobilized and completed majority of the repairs of the areas identified on the roadway. One of the issues identified as contributing to the failure of the roadway was the high volume of truck traffic. The road was designed with the anticipation that three percent of the traffic would be trucks. Staff contracted with Gram Traffic for a traffic classification count along the roadway from Smiley Road to Legacy Drive in July 2024 and September 2024. The results revealed an average of twenty-six (26%) of the total traffic traveling Parvin Road were trucks.

Parvin Road expansion to four lanes of concrete is currently under design with design anticipated

to be completed in the first quarter of 2026. Construction is anticipated to begin in the second quarter of 2026 and is included in the City's proposed five (5) year Capital improvement program. Once approved by council, the construction duration will be between eighteen (18) and twenty-four (24) months. In an effort to prolong the integrity of existing asphalt roadway, this ordinance will restrict the usage of heavy truck traffic that does not have a final destination that is off an intersection on this section of Parvin Road. Trucks will be required to use the designated truck routes throughout the City and not use Parvin as an alternate truck route.

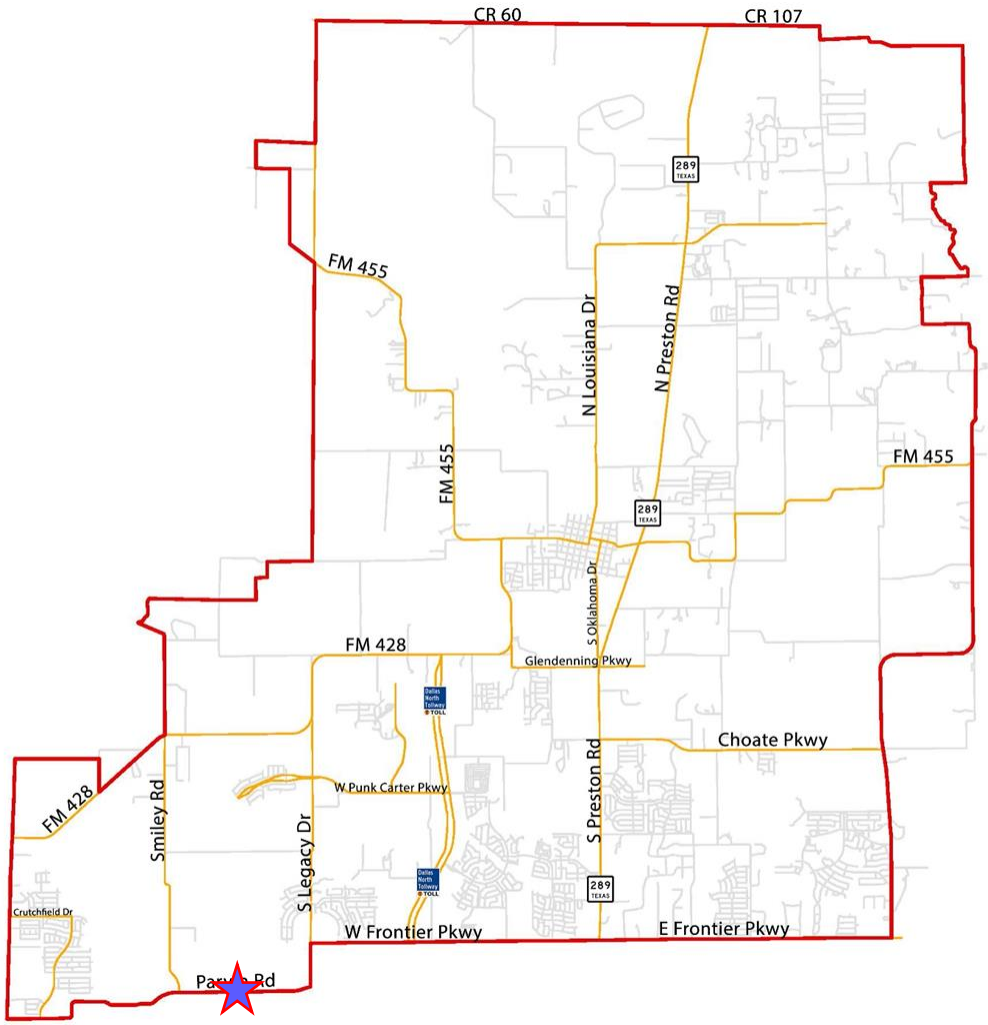
Legal Review:
Ordinance has been reviewed and approved.

Supporting Documents:
1. LOCATION MAP
2. No Thru truck Traffic Ordinance v3 AH 9.25.24
3. 7 --M - Parvin No Thru Trucks

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval

LOCATION MAP



CITY OF CELINA, TEXAS

ORDINANCE NO. 2024-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; AMENDING AND ADDING TO THE CELINA CODE OF ORDINANCES, CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12:05, "TRUCK ROUTES", SECTION 12.05.002, "DEFINITIONS", AND ADDING SECTION 12.05.006, "PROHIBITION OF COMMERCIAL TRUCKS ON NO THRU TRUCK TRAFFIC STREET SEGMENTS"; PROVIDING FOR A CUMULATIVE REPEALER, SAVING, AND SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; AND PROVIDING FOR AN EFFECTIVE DATE AND PUBLICATION.

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 has the authority to adopt and enforce traffic rules and regulations on city streets by virtue of its home-rule status, and the authority contained in the Texas Transportation Code, and other applicable law; and

WHEREAS, the City Council has determined that it is in the best interest of the residents and will improve the health, safety and welfare of the residents and visitors to the City to require commercial trucks to use streets designed for their weight capacity and size, and to reduce damage to streets not engineered for commercial trucks.

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
AMENDMENT AND ADDITION TO THE CITY OF CELINA CODE OF ORDINANCES CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.05, "TRUCK ROUTES", SECTION 12.05.002, "DEFINITIONS"

In the Celina Code of Ordinances, Chapter 12, "Traffic and Vehicles", Article 12.05, "Truck Routes", Section 12.05.002, "Definitions", the following definitions are amended in full or added to the City of Celina Code of Ordinances and read as provided below:

> *Commercial truck*. Any motor vehicle having a weight of more than 13 tons/26,000 pounds gross vehicle weight rating (GVWR), including the load carried, also including, but not limited to, any vehicle carrying hazardous materials or solid waste. Commercial trucks shall not include vehicles carrying or designated to carry passengers, all governmentally owned or leased vehicles, public utility vehicles, motor homes, recreational vehicles or vehicles used exclusively to transport personal possessions or family members for non-business purposes.
>
> *Proof of route*. A written verification of pick-ups, deliveries, or destinations, which may include a log book, delivery slip, shipping order, bill or any other document, that identifies and specifies the date, address, and name of the person requesting or directing the pick-up or delivery and the address of the pick-up or delivery within the corporate limits of the city.
>
> *Thru traffic*. Commercial truck traffic without a point of origin or point of destination in the corporate limits of the city.

SECTION 4
AMENDMENT TO THE CITY OF CELINA CODE OF ORDINANCES CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.05, "OPERATION OF VEHICLES", SECTION 12.05.005 "POSTING OF SIGNS"

The Celina Code of Ordinances, Chapter 12, "Traffic and Vehicles", Article 12.05, "Operation of Vehicles", Section 12.05.005 "Posting of signs" is amended in full to the City of Celina Code of Ordinances and reads as provided below:

(a) The director of engineering, or designee, shall maintain accurate maps setting out designated truck routes on streets as well as upon streets or street segments which no thru truck traffic is designated. The maps shall be kept on file in the office of the city secretary and shall be available to the public.

(b) Signs indicating the "no truck route(s)" or "no thru truck traffic" provided herein shall be placed or caused to be placed by the director of engineering, or designee, at the most advantageous points to be conspicuous to approaching vehicular traffic, at both ends of the segment of street that encompass the designated portion of street for no thru truck traffic, and wherever else allowed or required by the Texas Manual on Uniform Traffic Control Devices

(TMUTCD) or other applicable state law. The signs shall be permanently affixed to a stationary post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view and shall comply with applicable state laws.

SECTION 5
ADDITION TO THE CITY OF CELINA CODE OF ORDINANCES CHAPTER 12, "TRAFFIC AND VEHICLES", ARTICLE 12.05, "OPERATION OF VEHICLES", SECTION 12.05.006 "PROHIBITION OF COMMERCIAL TRUCKS ON NO THRU TRUCK TRAFFIC STREET SEGMENTS"

The Celina Code of Ordinances, Chapter 12, "Traffic and Vehicles", Article 12.05, "Operation of Vehicles", Section 12.05.006 "Prohibition of Commercial Trucks on No Thru Truck Traffic Street Segments" is added to the City of Celina Code of Ordinances and reads as provided below:

§ 12.05.006. Prohibition of Commercial Trucks on "No Thru Truck Traffic" Street Segments

(a) Pursuant to authority granted by section 621.303 of the Texas Transportation Code, as amended, and not withstanding any other provision in this chapter, the following streets or segments of streets are established as No Thru Truck Traffic zones, and prohibit the use and operation of any *Oversized vehicle*, *Tractor-trailer*, or *Truck-tractor* as defined in section 12.04.001, any *commercial truck* as defined within section 12.05.002, any Semi-trailer truck, any tractor-trailer truck, truck tractor vehicle (e.g. 18 wheeler), or any vehicle (alone or in combination with any trailer, dolly, or other attachment) weighing greater than 26,000 pounds, (collectively "*prohibited vehicles*") shall be prohibited to use and/or operate on the following routes:

Street	Location boundaries
Parvin Road	From Farm to Market (FM) 1385 to West Frontier Parkway
West Frontier Parkway	From Parvin Road to Dallas Parkway

(b) The director of engineering, or their designee, shall place or cause to be placed signs indicating no thru truck traffic at both ends of the segment of road that encompass the designated portion of road herein subsection (b) to prohibit thru truck traffic, as well as any additional signs as needed to be as advantageous and conspicuous to approaching vehicular traffic, at entry points onto the segment of road designated above, and wherever else allowed or required by the Texas Manual on Uniform Traffic Control Devices (TMUTCD) or other applicable state law. Additionally, the director of engineering, or their designee, shall maintain accurate maps setting out of where no thru truck traffic signs are placed. The maps shall be kept on file in the office of the city secretary and shall be available to the public.

(c) The signs shall be permanently affixed to a stationary post or installed on permanent buildings or walls or as otherwise approved. The signs shall in no way be obstructed from view and shall comply with applicable state laws.

(d) It shall be unlawful for any person to operate a *commercial truck* or any *prohibited vehicle* specified in subsection (a) on any city street other than one identified as a truck route and is found to be operating or causing to be operating on a street or a street segment that has been identified for no thru truck traffic, unless the *commercial truck* or *prohibited vehicle* is:

(1) An emergency vehicle operating in response to any emergency call;

(2) Traveling to or from a point of origin within the city limits or a point of destination within the city limits for commercial purposes only, that is off a truck route and off of the no thru truck traffic street segment, that is proceeding by the shortest route to/from the nearest truck route, and the operator of such *commercial truck* or *prohibited vehicle* has in their immediate possession evidence of the proof of route;

(3) Driven by an owner and/or operator to and from the residential address reflected on his/her driver's license;

(4) Driven by an owner and/or operator, or an employee of the owner and/or operator, to the address where the *commercial truck* or *prohibited vehicle* is registered, as reflected on registration from a proper authority, and is parked overnight at least twenty-one (21) nights per month;

(5) Owned and/or operated by and/or on behalf of a governmental entity or a public utility while engaged in the repair, maintenance, or construction, within the corporate limits of the city, of public streets and/or utilities;

(6) Owned and/or operated by and/or on behalf of a governmental entity while engaging in and/or performing official, authorized government-related business;

(7) Operating upon a city or state officially designated detour; or

(8) The operator of a *commercial truck* or *prohibited vehicle* has obtained a permit for an overweight vehicle pursuant to chapter 623 of the Texas Transportation Code, as amended, to traverse the route.

(e) All *commercial trucks* shall be required to carry a copy of the State of Texas registration receipt when operating on a public roadway within the corporate limits of the city. The copy of the registration receipt shall be admissible in evidence in any cause in which the gross registered weight of a vehicle is an issue, and shall be prima facie evidence of the gross registered weight for such vehicle. A copy of the registration receipt shall be displayed to any officer authorized to enforce this article, upon request of such officer. Failure to display such copy of the registration shall constitute its own distinct offense.

(f) It is unlawful for any person to operate a *commercial truck* or *prohibited vehicle* in any manner so as to violate the terms and provisions of this section. Each separate act

in violation shall constitute an offense.

(g) It is an affirmative defense to subsection (f) if the *commercial truck* or *prohibited vehicle* is:

(1) An emergency vehicle operating in response to any emergency call;

(2) Traveling to or from a point of origin within the city limits or a point of destination within the city limits for commercial purposes only, that is off a truck route and off of the no thru truck traffic street segment, that is proceeding by the shortest route to/from the nearest truck route, and the operator of such *commercial truck* or *prohibited vehicle* has in their immediate possession evidence of the proof of route;

(3) Driven by an owner and/or operator to and from the residential address reflected on his/her driver's license;

(4) Driven by an owner and/or operator, or an employee of the owner and/or operator, to the address where the *commercial truck* or *prohibited vehicle* is registered, as reflected on registration from a proper authority, and is parked overnight at least twenty-one (21) nights per month;

(5) Owned and/or operated by and/or on behalf of a governmental entity or a public utility while engaged in the repair, maintenance, or construction, within the corporate limits of the city, of public streets and/or utilities;

(6) Owned and/or operated by and/or on behalf of a governmental entity while engaging in and/or performing official, authorized government-related business;

(7) Operating upon a city or state officially designated detour; or

(8) If the operator of a *commercial truck* or *prohibited vehicle* has obtained a permit for an overweight vehicle pursuant to chapter 623 of the Texas Transportation Code, as amended.

SECTION 6
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 7
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 8
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 9
PENALTY CLAUSE

Any person violating this Ordinance or the requirements to obey traffic control devices contained in the Texas Transportation Code and other applicable law shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined in accordance with penalties prescribed by the Texas Transportation Code and the City's Code of Ordinances. Each occurrence in violation of this Ordinance shall constitute a separate and distinct offense. Any person, firm, entity or corporation who violates any provision of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction therefore, shall be fined in a sum not exceeding Five Hundred and No/100 Dollars ($500.00). Each continuing day's violation and/or each separate act shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City from filing suit to enjoin the violation or continuous violations. The City retains all legal rights and remedies available to it pursuant to local, state, and federal law.

SECTION 10
ENGROSSMENT AND ENROLLMENT

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

SECTION 11
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 12
EFFECTIVE DATE AND PUBLICATION

This Ordinance shall be in full force and effect from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

On motion by Councilmember _____, seconded by Councilmember_____, the above and foregoing ordinance was passed and approved by the following vote:

Ayes:
Nays:
Abstentions:

PASSED AND APPROVED by the City Council of the City of Celina, Texas, this _____ day of _____, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

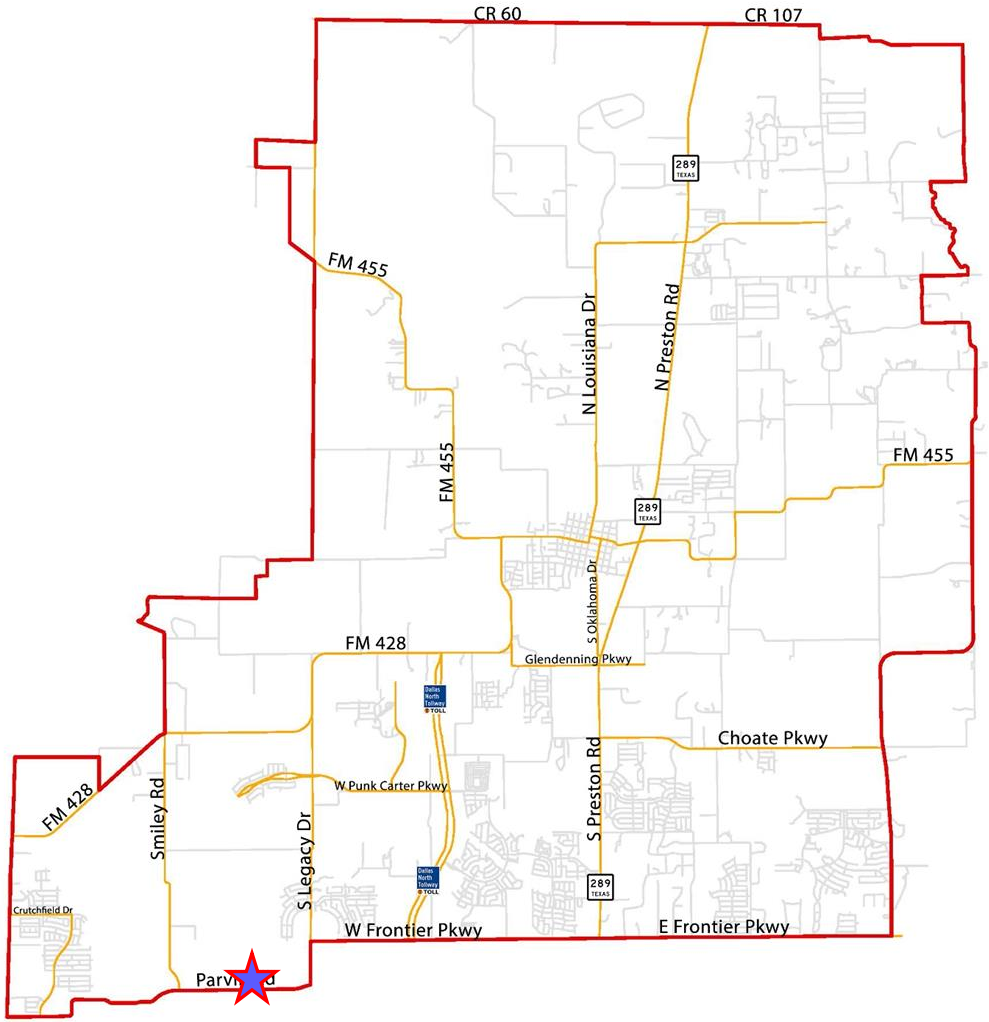
PARVIN NO THRU TRUCKS

November 12th, 2024

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



PROJECT LOCATION



BACKGROUND

- Parvin asphalt improvements from Smiley Rd to Legacy Drive completed December 2023.
- Pavement failure began in March 2024 – contractor completed majority of the repairs.
- Factors contributing to failure identified included drainage, poor subgrade, and heavy truck traffic
- Classification counts for vehicular traffic revealed an average of 26% truck traffic
- Designating no thru traffic along Parvin will aid in prolonging the life of the pavement prior to the reconstruction to concrete.

PAVEMENT FAILURES





PAVEMENT REPAIRS

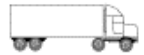
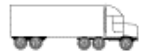
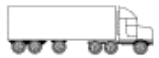




TRAFFIC COUNTS & CLASSIFICATION

- Design Parameters
  - Assumed 2,000 vehicles per day (2-lane road)
  - 3% truck traffic
  - 10-year design life

- Classification Counts
  - July 2024 & September 2024
  - Average 26% Traffic

Vehicle Class	Schema	Description
4		Buses
5		Two–axle, six–tire, single–unit trucks
6		Three–axle single–unit trucks
7		Four– or more than four–axle single–unit trucks
8		Four– or less than four–axle single trailer trucks
9		Five–axle single trailer trucks
10		Six– or more than six–axle single trailer trucks
11		Five– or less than five–axle multi–trailer trucks
12		Six–axle multi–trailer trucks
13		Seven– or more than seven–axle multi–trailer trucks

DESIGNATED TRUCK ROUTES

The following streets and parts of streets are designated as truck routes:
(1) State Highway 289;
(2) Business State Highway 289;
(3) F.M. 455;
(4) F.M. 428;
(5) County Road 55; and
(6) County Road 95.

QUESTIONS?

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:	November 12, 2024
Re:	Floodplain Regulations Ordinance Update

Action Requested:
Consider and act on Ordinance to amend Ordinance 2009-27 City of Celina Ordinances related to Floodplain Regulations. (Glasgow)

Background Information:
The legislature of the state has, in Texas Water Code, section 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses. The City adopted the existing floodplain ordinance 2009-27 on November 9, 2009.

FEMA is progressing towards adopting a newly revised Flood Insurance Rate Map (FIRM) for the City of Celina, TX (NFIP# 480133) and its incorporated areas. The new FIRM and Flood Insurance Study (FIS) will be effective on November 21, 2024. To avoid suspension from the National Flood Insurance Program (NFIP) on November 21, 2024, FEMA Region 6 must have received a copy of the City's updated and adopted Flood Damage Prevention Order (FDPO), indicating adoption of the new FIS and FIRM prior to November 21, 2024.

The following is the summary of the updates to the existing ordinance:

- Definitions Added:
  - Area of Special Flood-Related Erosion Hazard
  - Base Level Engineering
  - Erosion
  - Exception
  - Exceptional Hardship
  - Flood Damage-Resistant Material

    - Flood Elevation Determination
    - Freeboard
    - Major and Minor Creek
    - Regulatory Floodway
    - Remedy a Violation
    - Riverine
    - Valley Storage

- Freeboard Requirement: May allow up to 6 inches of WSE rise onsite, provided freeboard requirements are met.
- Section 3.05.007c: Added recommended wording for the FIS and FIRM reference section.
- Section 3.05.46: Added guidelines for Flood-Related Erosion-Prone Areas classified as Zone E.
- Section 3.05.71-B5a: Added guidelines for floodplain administrators when base level engineering data is available.
- Section 3.05.72: Updated model requirements to include storm events for the 2-year, 5-year, 10-year, 25-year, and 100-year intervals. This information was required in the criteria.
- Section 3.05.73-L: Added variance descriptions for accessory and agricultural structures.
- Section 3.05.075: Fine reduced to $500 in accordance with Texas law limits.

Legal Review:
Ordinance has been reviewed and approved.

Supporting Documents:
1. City of Celina Floodplain Regulations_Final
2. 7 -- L - Floodplain Regulations Update

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

ARTICLE 3.05
FLOODPLAIN REGULATIONS

DIVISION 1
General

§ 3.05.001. Statutory authorization.

The legislature of the state has, in Tex. Water Code, section 16.315, delegated the responsibility to local governmental units to adopt regulations designed to minimize flood losses.
(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.002. Findings of fact.

(a) The drainageways, creeks and flood hazard areas of the city are subject to periodic inundation that may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare.

(b) These flood losses are created by the cumulative effect of obstructions in floodplains that increase flood heights and velocities and by the placement of structures and development of flood hazard areas by uses vulnerable to floods and hazardous to other lands.

(c) Development of land can cause large quantities of soil to be displaced and transported to downstream locations. Erosion can contaminate water supplies and resources. A buildup of sediment degrades water quality, damages or destroys valuable environmental resources and clogs watercourses, which can cause flooding, thereby damaging public and private lands and property.

(d) Creeks and floodplain areas are valuable resources deserving protection in that they provide recreational opportunities, improve the aesthetics of the community, convey stormwater runoff and filter some water quality pollutants.
(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.003. Purpose.

It is the purpose of this article to promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

(1) Protect human life and health and property;

(2) Minimize expenditure of public money for costly flood control projects;

(3) Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

(4) Minimize prolonged business interruptions;

(5) Minimize damage to public facilities and utilities such as water and gas mains, electric telephone and sewer lines, streets and bridges due to flooding and erosion;

(6) Help maintain a stable tax base by providing for the sound use and development of floodprone

areas in a manner as to minimize future floodprone areas;

(7) Ensure that potential buyers are notified that property is in an area of special flood hazard;

(8) Ensure that those occupying special flood hazard areas assume responsibility for their actions;

(9) Minimize development in floodplains to preserve the natural beauty and aesthetics of the community;

(10) Create a system of open space greenways for the benefit of the community as described in the parkways and open space master plan;

(11) Control and manage stormwater runoff, the sediment load and the pollutant load from points and surfaces within developments; and

(12) Establish a reasonable standard of design for development to minimize potential flood and erosion damage.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.004. Methods of reducing flood losses.

In order to accomplish its purposes, this article uses the following methods:

(1) Restrict or prohibit uses that are dangerous to health, safety or property in times of flood or cause excessive increases in flood heights or velocities;

(2) Require that uses vulnerable to floods, including facilities that serve such uses, be protected against flood damage at the time of initial construction;

(3) Control the alteration of natural floodplains, stream channels and natural protective barriers that are involved in the conveyance of floodwaters;

(4) Control filling, grading, dredging and other development which may increase flood damage; and

(5) Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards to other lands.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.005. Definitions.

For the purpose of this article, the following definitions shall apply, unless the context clearly indicates or requires a different meaning:

Appurtenant structure. A structure which is on the same parcel of property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

Area of shallow flooding. An area designated as AO, AH, AR/AO, AR/AH or VO on a community's flood hazard rate map with a 1 percent or greater chance of flooding to a depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Area of Special Flood-Related Erosion Hazard. The land within a community which is most likely to be subject to severe flood-related erosion losses. The area may be designated as Zone E on the FIRM. After the detailed evaluation of the special flood-related erosion hazard area in preparation for publication of the FIRM, Zone E may be further refined.

Area of special flood hazard. The land in the floodplain of a community subject to a 1% or greater chance of flooding in any given year. After detailed rate-making has been completed, zone A usually is refined into zone A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, V1-30, VE or V. For purposes of these regulations, the term "special flood hazard area" (SFHA) is synonymous in meaning with the phrase "area of special flood hazard."

Base flood. The stormwater runoff for a drainage area with a 1% probability of being equaled or exceeded in any year, also known as a 100-year flood.

Base flood elevation. The elevation shown on the flood insurance rate map and found in the accompanying flood insurance study for zone A, AE, AH, A1-30, AR, V1-30, or VE that indicates the water surface elevation resulting from the base flood.

Base Level Engineering (BLE). Flood risk datasets that meet the technical mapping standards outlined in FIMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping and include estimated floodplain extents (10-, 1- and 0.2-percent annual chance events), water surface elevation grids (1- and 0.2-percent annual chance events), flood depth grids (1- and 0.2-percent annual chance events) and Hazas Flood Risk Assessment.

CLOMR. A conditional letter of map revision consisting of the elements required by the Federal Emergency Management Agency for prior approval of a project in a special flood hazard area.

Critical feature. An integral and readily identifiable part of a flood protection system, without which the flood protection provided by the entire system would be compromised.

Development. Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Elevated building.

(1) A non-basement building that is:

(A) In the case of a building in zones A1-30, AE, A, A99, AO, AH, B, C, X and D, [built] to have the top of the elevated floor, or, in the case of a building in zone V1-30, VE or V, to have the bottom of the lowest horizontal structural member of the elevated floor, elevated above the ground level by means of pilings, columns (posts and piers), or shear walls parallel to the flow of the water; and

(B) Adequately anchored so as not to impair the structural integrity of the building during a flood of up to the magnitude of the base flood.

(2) In the case of zones A1-30, AE, A, A99, AO, AH, B, C, X and D, "elevated building" also includes a building elevated by means of fill or solid foundation perimeter walls with openings sufficient to facilitate the unimpeded movement of floodwaters.

(3) In the case of zone V1-30, VE or V, "elevated building" also includes a building otherwise meeting the definition of "elevated building," even though the lower area is enclosed by means of breakaway walls, if the breakaway walls meet the standards of 44 CFR 60.3(e)(5) of the National Flood Insurance Program regulations.

Equal conveyance. Requires proposed floodplain alterations reducing stream conveyance to allow a corresponding conveyance reduction on the opposite stream bank. The right of equal conveyance applies to all owners and uses and may be relinquished only by written agreement.

Erosion. The process of either rapid or gradual wearing away of land masses.

Exception. A waiver from the provisions of this ordinance directed to a community which relieves it from the requirements of a rule, regulation, order or other determination made or issued pursuant to the Act.

Exceptional Hardship. The exceptional difficulty that would result from a failure to grant the requested variance. The hardship must be exceptional, unusual and specific to the property involved, not to the personal circumstances of the permit applicant.

Existing construction. For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM, or before these floodplain regulations, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads) is completed before the initial effective date of these floodplain regulations.

Existing manufactured home park or subdivision expansion. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed, including the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

FEMA. The Federal Emergency Management Agency, charged with review and approval of projects in special flood hazard areas.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland waters; or

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood Damage-Resistant Material. Any building product [material, component or system] capable of withstanding direct and prolonged contact with flood waters without sustaining significant damage. "Prolonged contact" means at least 72 hours and "significant damage" means any damage requiring more than cosmetic repair (including cleaning, sanitizing and resurfacing – sanding, repair of joints or repainting – of the material).

Flood Elevation Determination. A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a 1-percent or greater chance of occurrence in any given year.

Flood insurance rate map or FIRM. The official map on which the Federal Emergency Management agency has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

Flood insurance study. The official report provided by the Federal Emergency Management Agency. The report contains flood profiles, and the water surface elevation of the base flood, as well as the flood boundary-floodway map.

Flood protection system. Those physical structural works for which funds have been authorized, appropriated and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the areas within a community subject to a "special flood hazard" and

the extent of the depths of associated flooding. Such a system typically includes hurricane tidal barriers, dams, reservoirs, levees or dikes. These specialized flood-modifying works are those constructed in conformance with sound engineering standards.

Floodplain or floodprone area. Any land area susceptible to being inundated by water from any source.

Floodplain management. The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works and floodplain management regulations.

Floodplain management regulations. Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance and erosion control ordinance) and other applications of police power. The term describes such state or local regulations, and any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

Floodproofing. Any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodway or regulatory floodway. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Freeboard. A factor of safety, usually expressed in feet above a flood level, for purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings and the hydrological effect of urbanization of the watershed.

Fully developed flow. The amount of stormwater runoff anticipated from a drainage basin after full development based on the city comprehensive land use map for a particular design storm frequency.

Functionally dependent use.

(1) A use that cannot perform its intended purpose unless it is located or carried out in close proximity to water.

(2) The term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic structure. Any structure:

(1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of the Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

(2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

(3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or

(4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:

(A) By an approved state program as determined by the Secretary of the Interior; or

(B) Directly by the Secretary of the Interior in states without approved programs.

Levee. A man-made structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

Levee system. A flood protection system that consists of a levee or levees and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

Lowest floor. The lowest floor of the lowest enclosed area, including basement. An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor, provided that the enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirement of 44 CFR 60.3 of the National Flood Insurance Program regulations.

Major and Minor Creek. Please see the City of Celina pdf for the determination of a major or minor creek.

Manufactured home, HUD-code or mobile home. A structure transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. The term "manufactured home" does not include a recreational vehicle. The specific definitions contained in V.T.C.A., Occupations Code, chapter 1201, as amended, are hereby adopted by reference for all purposes for this article.

Manufactured home park or subdivision. A parcel or contiguous parcels of land divided into two or more manufactured home lots for rent or sale.

Mean sea level. For purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1988, or other datum, to which base flood elevations shown on a city's flood insurance rate map are referenced.

New construction. For the purpose of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of the initial FIRM or after December 31, 1974, whichever is later, including any subsequent improvements. For floodplain management purposes, these are structures for which the "start of construction" commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent structure improvements.

New manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community.

Recreational vehicle. A vehicle being:

(1) Built on a single chassis;

(2) Four hundred square feet or less when measured at the largest horizontal projections;

(3) Designed to be self-propelled or permanently towable by a light duty truck; and

(4) Designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreation, camping, travel or seasonal use.

Regulatory Floodway. A channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

Remedy a Violation. To bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

Riverine. Relating to, formed by or resembling a river (including tributaries), stream, brook, etc.

Start of construction.

(1) For other than new construction or substantial improvements under the Coastal Barrier Resources Act (Pub. L. 97-348), includes substantial improvement and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation.

(2) Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

(3) For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Structure. A walled and roofed building, including a gas or liquid storage tank that is principally above ground, and manufactured homes.

Substantial damage. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50% of the market value of the structure before the damage occurred.

Substantial improvement.

(1) Any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds 50% of the market value of the structure before "start of construction" of the improvement. This includes structures that have incurred "substantial damage," regardless of the actual repair work performed.

(2) The term does not, however, include:

(A) Any project for improvement of a structure to correct existing violations of state or

local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary conditions; or

(B) Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.

Valley Storage. The capacity of a river valley to temporarily hold excess water, often during periods of heavy rainfall or flooding. Valley storage loss computations require considering on and off-site storage losses due to reductions in water surface elevation. For the case of impacts upstream from the project site, losses need to be added up to the location at which the proposed conditions water surface profile converges (0.00 ft) with the existing conditions water surface profile.

Variance. A grant of relief from the requirements of this article when specific enforcement would result in an unnecessary hardship. A variance, therefore, permits construction or development in a manner otherwise prohibited by this article. (For full requirements see 44 CFR 60.6 of the National Flood Insurance Program regulations.)

Violation. The failure of a structure or other development to be fully compliant with the city's floodplain management regulations. A structure or other development without the elevation certificate, other certifications or other evidence of compliance required in 44 CFR 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4) or (e)(5) is presumed to be in violation until such time as that documentation is provided.

Water surface elevation. The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1988 (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.
(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.006. Lands to which this article applies.

This article shall apply to all areas of special flood hazard within the jurisdiction of the city and as determined by the city floodplain administrator.
(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.007. Basis for establishing areas of special flood hazard.

(a) The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "Flood Insurance Study (FIS) Collin County, Texas and Incorporated Areas" dated June 2, 2009, with accompanying flood insurance rate maps dated June 2, 2009, or the most current approved version, with accompanying flood insurance rate maps and flood boundary floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

(b) The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled, "Flood Insurance Study (FIS) Denton County, Texas and Incorporated Areas" dated April 18, 2011, with accompanying flood insurance rate maps dated April 18, 2011, or the most current approved version, with accompanying flood insurance rate maps and flood boundary floodway maps (FIRM and FBFM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

(c) The areas of special flood hazard identified by the Federal Emergency Management Agency

in the current scientific and engineering report entitled, “Flood Insurance Study (FIS) for City of Celina TX and Incorporated Areas," dated Effective November 21, 2024, with accompanying Flood Insurance Rate Maps and/or Flood Boundary-Floodway Maps (FIRM and/or FBFM) dated November 21, 2024, and any revisions thereto are hereby adopted by reference and declared to be a part of this ordinance.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.008. Establishment of development permit.

A floodplain development permit shall be required to ensure conformance with the provisions of this article.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.009. Compliance.

No structure or land shall hereafter be located, altered or have its use changed without full compliance with the terms of this article and other applicable regulations.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.010. Abrogation and greater restrictions.

(a) This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions.

(b) However, where this article and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.011. Interpretation.

In the interpretation and application of this article, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit, nor repeal, any other powers granted under state statutes.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.012. Warning and disclaimer of liability.

The degree of flood protection required by this article is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. On rare occasions, greater floods can and will occur, and flood heights may be increased by man-made or natural causes. This article does not imply that land outside the areas of special flood hazards or uses permitted within the areas will be free from flooding or flood damages. This article shall not create liability on the part of the community or any official or employee thereof for any flood damages that result from reliance on this article or any administrative decision lawfully made thereunder.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.013. through § 3.05.040. (Reserved)

DIVISION 2
Flood Hazard Reduction Standards

§ 3.05.041. General standards.

In all areas of special flood hazards, the following provisions are required for all new construction and substantial improvements:

(1) All new construction or substantial improvements shall be designed or modified and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

(2) All new construction or substantial improvements shall be constructed by methods and practices that minimize flood damage.

(3) All new construction or substantial improvements shall be constructed with materials resistant to flood damage. Only Class 4 and Class 5 materials are acceptable for areas below the base flood elevation in buildings in special flood hazard areas. [see NFIP Technical Bulletin 2, Flood Damage-Resistant Materials Requirements].

(4) All new construction or substantial improvements shall be constructed with electrical, heating, ventilation, plumbing and air-conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of a base flood.

(5) All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.

(6) New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the system and discharge from the systems into floodwaters.

(7) On-site waste disposal systems shall be located to avoid impairment to them or contamination from them during flooding.

(8) All new construction and improvements to existing construction of storm sewers, culverts, channels, creeks and drainage courses shall be designed to convey the fully developed base flood of the area contributing to the facility with at least one foot of freeboard.

(9) All new developments shall utilize regional detention and/or retention facilities as directed by the floodplain administrator to help collect silt from stormwater runoff, to minimize increases in flood elevations from development and increased runoff.

(10) Preserve the existing conveyance capacity of floodplains and allow no rise off-site as a result of a floodplain development project. A rise of less than six (6) inches may be allowed if it is demonstrated to only impact the subject development tract, still meets freeboard requirements from section 3.05.41.8, and that the principle of equal conveyance reduction has been applied.

(11) Floodplains may be reclaimed provided it is demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the city during the occurrence of the base flood discharge. In addition, development shall not reduce total valley storage for all special flood hazard areas on the city's FIRMs. The only exception that will be considered is an increase confined to being within the limits of the property that is proposed for reclamation, and such rise will be limited to a maximum of six (6) inches within the subject tract if freeboard requirements are met.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.042. Specific standards.

In all areas of special flood hazards where base flood elevation data has been provided as set forth in section 3.05.007, section 3.05.071(b), or section 3.05.043, the following provisions are required:

(1) Residential construction. New construction and substantial improvement of any residential structure shall have the lowest floor, including basement, elevated to at least two (2) feet above the base flood elevation. A registered professional engineer, architect or land surveyor shall submit an elevation certificate to the floodplain administrator that the standard of this subsection (1), as proposed in section 3.05.072, is satisfied.

(2) Nonresidential construction. New construction and substantial improvements of any commercial, industrial or other nonresidential structure shall either have the lowest floor, including basement, elevated to at least two (2) feet above the base flood elevation or, together with attendant utility and sanitary facilities, be designed so that below the base flood level the structure is watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy to a level at least two (2) feet above the base flood elevation. A registered professional engineer or architect shall develop and/or review structural design, specifications and plans for the construction and shall certify that the design and methods of construction are in accordance with accepted standards of practice as outlined in this subsection. A record of the certification which includes the specific elevation, in relation to mean sea level, to which the structures are floodproofed shall be provided to the floodplain administrator.

(3) Enclosures. New construction and substantial improvements with fully enclosed areas below the lowest floor that are usable solely for parking of vehicles, building access or storage in an area other than a basement and which are constructed to an elevation at or below the base flood elevation shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwaters. Designs for meeting this requirement must either be certified by a registered professional engineer or architect or meet or exceed the following minimum criteria:

(A) A minimum of two openings are provided with a total net area of not less than one square inch for every square foot of enclosed area constructed at or below the base flood elevation.

(B) The bottom of all openings shall be no higher than one foot above grade.

(C) Openings may be equipped with screens, louvers, valves or other coverings or devices provided that [they] permit the automatic entry and exit of floodwaters and will not become clogged.

(4) Manufactured homes.

(A) Require that all manufactured homes to be placed within zone A on the city's FHBM or FIRM shall be installed using methods and practices that minimize flood damage. For the purposes of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. This requirement is in addition to applicable state and local anchoring requirements for resisting wind forces.

(B) Require that manufactured homes that are placed or substantially improved within zones A1-30, AR and AE on the city's FIRM on sites:

(i) Outside of a manufactured home park or subdivision;

(ii) In a new manufactured home park or subdivision;

(iii) In an expansion to an existing manufactured home park or subdivision; or

(iv) In an existing manufactured home park or subdivision in which a manufactured home has incurred "substantial damage" as a result of a flood;

be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least two (2) feet above the base flood elevation and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement.

(C) Require that manufactured homes being placed or substantially improved on sites in an existing manufactured home park or subdivision within zones A1-30, AH and AE on the city's FIRM that are not subject to the provisions of this subsection (4) be elevated so that either:

(i) The lowest floor of the manufactured home is at least two (2) feet above the base flood elevation.

(ii) The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and be securely anchored to an adequately anchored foundation system to resist flotation, collapse and lateral movement and that the lowest floor be at least two (2) feet above the base flood elevation.

(5) Recreational vehicles. Require that recreational vehicles placed on sites within zones A1-30, AH, and AE on the city's FIRM either:

(A) Be on the site for fewer than 180 consecutive days;

(B) Be fully licensed and ready for highway use; or

(C) Meet the permit requirements of section 3.05.072 and the elevation and anchoring requirements for manufactured homes in subsection (4) above. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only

by quick-disconnect type utilities and security devices and has no permanently attached additions.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.043. Standards for subdivision proposals.

(a) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall be consistent with sections 3.05.001 through 3.05.004.

(b) All proposals for the development of subdivisions, including the placement of manufactured home parks and subdivisions, shall meet development permit requirements of this division and sections 3.05.008 and 3.05.072.

(c) Base flood elevation data and fully developed base flood elevation data shall be generated for subdivision proposals and other proposed development, including the placement of manufactured home parks and subdivisions, which are greater than 8 lots or two acres, whichever is lesser, if not otherwise provided pursuant to section 3.05.007.

(d) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have adequate drainage provided to reduce exposure to flood hazards.

(e) All subdivision proposals, including the placement of manufactured home parks and subdivisions, shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize or eliminate damage from the base flood.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.044. Standards for areas of shallow flooding (AO/AH zones).

Located within the areas of special flood hazard established in section 3.05.007 are areas designated as shallow flooding. These areas have special flood hazards associated with base flood depths of one to three feet where a clearly defined channel does not exist and where the path of flooding is unpredictable and where velocity flow may be evident. The flooding is characterized by ponding or sheet flow; therefore, the following provisions apply:

(1) All new construction and substantial improvements of residential structures have the lowest floor, including basement, elevated two (2) feet above the depth number specified in feet on the city's FIRM (or at least two feet above highest adjacent grade if no depth number is specified).

(2) All new construction and substantial improvements of nonresidential structures:

(A) Have the lowest floor, including basement, elevated two (2) feet above the depth number specified in feet on the city's FIRM (or at least two (2) feet above the highest adjacent grade if no depth number is specified); or

(B) Together with attendant utility and sanitary facilities be designed so that below the base flood level the structure is watertight with walls substantially impermeable to

the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads or effects of buoyancy.

(3) A registered professional engineer or architect shall submit a certification to the floodplain administrator that the standards of this section, as proposed in division 3 of this article, are satisfied.

(4) Require within zone AH or AO adequate drainage paths around structures on slopes to guide floodwaters around and away from proposed structures.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.045. Floodways.

(a) Located within areas of special flood hazard established in section 3.05.007, or as a result of a detailed study, are areas designated as floodways.

(b) Since the floodway is an extremely hazardous area due to the velocity of floodwaters that can carry debris or projectiles, and these areas can be subject to erosion, the following provisions shall apply:

(1) Encroachments are prohibited, including fill, new construction, substantial improvements and other development within the adopted regulatory floodway, unless it has been demonstrated through hydrologic and hydraulic analyses performed in accordance with standard engineering practice that the proposed encroachment would not result in any increase in flood levels within the city during the occurrence of the base flood discharge and FEMA has approved a conditional letter of map revision (CLOMR).

(2) If subsection (b)(1) above is satisfied, all new construction and substantial improvements shall comply with all applicable flood hazard reduction provisions of this division.

(3) Under the provisions of 44 CFR 65.12 of the National Flood Insurance regulations, a community may permit encroachments within the adopted regulatory floodway that would result in an increase in base flood elevations, provided that the community first applies for a conditional FIRM and floodway revision through FEMA.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.046 Flood-Related Erosion-Prone Areas

When the Federal Insurance Administrator has delineated Zone E on the community's FIRM, the community shall:

(1) Meet the requirements of section 3.05.003; and of this section; and

(2) A setback shall be provided for all new development from the lake, riverfront or other body of water to create a safety buffer consisting of a natural vegetative or contour strip. This buffer will be designated by the Federal Insurance Administrator according to the flood-related erosion hazard and erosion rate, in conjunction with the anticipated “useful life” of structures and depending upon the geologic, hydrologic, topographic and climatic characteristics of the community's land. The buffer may be used for suitable open space purposes, such as for agricultural, forestry, outdoor recreation and wildlife habitat areas, and for other activities using temporary and portable structures only.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.047. through § 3.05.070. (Reserved)

DIVISION 3
Administration and Enforcement

§ 3.05.071. Duties and responsibilities of floodplain administrator.

(a) The city manager or designee is hereby appointed the floodplain administrator to administer and implement the provisions of this article and other appropriate sections of 44 CFR (Emergency Management and Assistance - National Flood Insurance Program regulations) pertaining to floodplain management.

(b) Duties and responsibilities of the floodplain administrator shall include but not be limited to the following:

(1) Maintain and hold open for public inspection all records pertaining to the provisions of this article;

(2) Review permit applications to determine whether proposed building sites, including the placement of manufactured homes, will be reasonably safe from flooding;

(3) Review, approve or deny all applications for development permits required by adoption of this article;

(4) Review permits for proposed development to assure that all necessary permits have been obtained from those federal, state or local governmental agencies, including section 404 of the federal Water Pollution Control Act Amendments of 1972, 33 USC 1344, from which prior approval is required;

(5) Where interpretation is needed as to the exact location of the boundaries of areas of special flood hazards (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), the floodplain administrator shall make the necessary interpretation.;

(a) Where Base Level Engineering is available:

(i) Base Level Engineering data shall be reviewed and reasonably used in FEMA-identified Special Flood Hazard Areas where base flood elevations and floodway data have not been identified and in areas where FEMA has not identified Special Flood Hazard Areas.

(ii) Base Level Engineering data may be used if such source shows increased base flood elevations and/or larger floodway areas than are shown on FIRMs and in Flood Insurance Studies.

(iii) Base Level Engineering data may be reasonably used if such source shows an area as flood-prone that is not shown as flood-prone on FIRMs and Flood Insurance Studies.

(6) Notify, in riverine situations, adjacent communities and the state water development board, and also the state commission on environmental quality, prior to any alteration or relocation of a watercourse, and submit evidence of the notification to the Federal Emergency Management Agency;

(7) Require the flood-carrying capacity within the altered or relocated portion of any

watercourse is maintained;

(8) When base flood elevation data has not been provided in accordance with section 3.05.007, the floodplain administrator shall obtain, review and utilize base flood elevation data and floodway data available from a federal, state or other reasonable source, in order to administer the provisions of division 2 of this article;

(9) When a regulatory floodway has not been designated, the floodplain administrator must require that no new construction, substantial improvements, or other development, including fill, shall be permitted within zones A1-30 and AE on the city's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood at any point within the community, unless such increase is less than 6 inches, is demonstrated to be completely contained within the property being developed, and meets any freeboard requirements.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.072. Permit procedures.

(a) Application for development permit.

(1) A floodplain development permit application shall be presented to the floodplain administrator on forms furnished by him or her and may include but not be limited to plans in duplicate drawn to scale showing the location, dimensions and elevation of proposed landscape alterations, existing and proposed structures, including the placement of manufactured homes, and the location of the foregoing in relation to areas of special flood hazard and flood-related erosion hazard. All developers, owners or builders shall obtain a floodplain development permit before beginning any projects in floodplain areas, such as constructing new buildings and infrastructure, substantially improving existing structures, filling land and altering watercourses. Construction or renovation projects shall not begin until the city issues a floodplain development permit.

(2) Additionally, the following information is required:

(A) Elevation, in relation to mean sea level, of the lowest floor, including basement, of all new and substantially improved structures.

(B) Elevation in relation to mean sea level to which any nonresidential structure shall be floodproofed.

(C) A certificate from a registered professional engineer or architect that the nonresidential floodproofed structure shall meet the floodproofing criteria of section 3.05.042.

(D) Description of the extent to which any watercourse or natural drainage will be altered or relocated as a result of proposed development, including grading plans with contours not more than a 2-foot interval or as required for sufficient detail as determined by the floodplain administrator.

(E) The location and elevation of the base flood for both existing conditions and fully developed conditions. The location and elevation of the existing conditions base flood may be based on the city's FIRMs for areas that have been studied in detail and no floodplain alteration is proposed. Both the existing and fully developed base

flood location and elevation shall be based on a detailed study and where floodplain alterations are proposed unless otherwise stated in writing by the floodplain administrator.

(F) An engineering report with the following recommended format shall be provided for all subdivisions and new construction in floodplains:

(i) Description of the project and the hydrologic and hydraulic analyses used.

(ii) Vicinity map.

(iii) Summary table with existing and proposed base flood elevations and velocities.

(iv) Documentation that the principle of equal conveyance has been achieved.

(v) Copies of input and output data for hydrologic and hydraulic models for the existing and proposed conditions for the existing base flood and the fully developed base flood together with the 2-year, 5-year, 10-year, 25-year, and 100-year floods.

(vi) Evaluation of the effective floodway and any proposed modifications to the floodway for the existing base flood and the fully developed base flood.

(vii) Engineering plans including the following recommended elements:

a. Existing and proposed water surface profiles including existing and proposed channel flow lines showing the location and number designation of cross-sections;

b. Existing and proposed floodplain and floodway limits, boundary lines, streets and contours showing the location and number designation of cross-sections;

c. The location, dimensions, etc., of all other associated improvements or alterations to the creek or floodplain;

d. The location of all existing and proposed easements and other dedications;

e. Plots of cross-sections showing scale, existing and proposed ground elevations with cut and/or fill areas labeled, limits and values for existing and proposed “n” values and equal conveyance removed from both sides.

(G) Maintain a record of all such information in accordance with section 3.05.071(b). For a full list of these requirements, please see the Celina Engineering Design Standards.

(b) Approval or denial of development permit. Approval or denial of a development permit by the floodplain administrator shall be based on all of the provisions of this article and the following relevant factors:

(1) The danger to life and property due to flooding or erosion damage;

(2) The susceptibility of the proposed facility and its contents to flood damage and the effect

of the damage on the individual owner;

(3) The danger that materials may be swept onto other lands to the injury of others;

(4) The compatibility of the proposed use with existing and anticipated development;

(5) The safety of access to the property in times of flood for ordinary and emergency vehicles;

(6) The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;

(7) The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site;

(8) The necessity to the facility of a waterfront location, where applicable;

(9) The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and

(10) The relationship of the proposed use to the comprehensive plan for that area.

(11) Determine whether the proposed site alterations and improvements will be reasonably safe from flood-related erosion and will not cause flood-related erosion hazards or otherwise aggravate the existing flood-related erosion hazard; and

(A) If a proposed improvement is found to be in the path of flood-related erosion or to increase the erosion hazard, require the improvement to be relocated or adequate protective measures to be taken which will not aggravate the existing erosion hazard.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.073. Variance procedures.

(a) The appeal board as established by the city shall hear and render judgment on requests for variances from the requirements of this article.

(b) The appeal board shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision or determination made by the floodplain administrator in the enforcement or administration of this article.

(c) Any person or persons aggrieved by the decision of the appeal board may appeal the decision in the courts of competent jurisdiction.

(d) The floodplain administrator shall maintain a record of all actions involving an appeal and shall report variances to FEMA upon request.

(e) Variances may be issued for the reconstruction, rehabilitation or restoration of structures listed on the National Register of Historic Places or the state inventory of historic places without regard to the procedures set forth in the remainder of this article.

(f) Variances may be issued for new construction and substantial improvements to be erected on a lot of 1/2 acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing the relevant factors herein have been fully

considered. As the lot size increases beyond 1/2 acre, the technical justification required for issuing a variance increases.

(g) Upon consideration of the factors noted above and the intent of this article, the appeal board may attach such conditions to the granting of variances as it deems necessary to further the purpose and objectives of this article.

(h) Variances shall not be issued within any designated floodway if any increase in flood levels during the base flood discharge would result.

(i) Variances may be issued for the repair or rehabilitation of historic structures upon a determination that the proposed rehabilitation or repair will not preclude the structure's continued designation as a historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

(j) Prerequisites for granting variances:

(1) Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

(2) Variances shall only be issued upon:

(A) Showing a good and sufficient cause;

(B) A determination that failure to grant the variance would result in exceptional hardship to the applicant; and

(C) A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

(3) Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with the lowest floor elevation at an elevation less than two (2) feet above the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

(k) Variances may be issued by a community for new construction and substantial improvements and for other development necessary for the conduct of a functionally dependent use; provided that:

(1) The criteria outlined in this section are met; and

(2) The structure or other development is protected by methods that minimize flood damages during the base flood and create no additional threats to public safety.

(l) Variances may be issued for accessory and agricultural structures. A variance is authorized to be issued for the construction or substantial improvement of at-grade agricultural structures provided the requirements of this section are satisfied:

(1) A determination that the proposed agricultural structure:

(i) Is used exclusively in connection with the production, harvesting, storage, raising or drying of agricultural commodities and livestock, or storage of tools or equipment used

in connection with these purposes or uses, and will be restricted to such exclusive uses.

(ii) Has low damage potential (amount of physical damage, contents damage and loss of function).

(iii) Does not increase risks and pose a danger to public health, safety and welfare if flooded and contents are released, including but not limited to the effects of flooding on manure storage, livestock confinement operations, liquified natural gas terminals and production and storage of highly volatile, toxic or water-reactive materials.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.074. Permitted floodplain uses.

To minimize possible losses of life and property, the following uses and structures are permitted in a floodplain area, provided they are also permitted in the underlying zoning district:

(1) Farm or ranch;

(2) Local utilities, electrical substation, water reservoir or pumping station and water treatment plant if protected from damage during times of flood;

(3) Public park or playground, private recreation club or area, private community center and golf course, if provided with controlled access during time of flood;

(4) Parking lots designed in accordance with this article;

(5) Radio, television or microwave tower and amateur communications tower protected from flood damage and with a conditional use permit;

(6) Open private recreation clubs or areas and private centers without exterior walls are permitted in floodplain areas. Private and public facilities listed above with enclosed walls that would incur damage are not permitted in floodplain areas.

(Ordinance 2024-27 adopted 11/12/24)

§ 3.05.075. Penalty.

No structure or land shall hereafter be constructed, located, extended, converted, or altered without full compliance with the provisions of this article and other applicable regulations. Any person, firm or corporation violating any of the provisions of this article shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court of the city, shall be subject to a fine not to exceed the sum of $500 for each offense. Each and every day a violation is continued shall constitute a separate offense. Nothing herein contained shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

(Ordinance 2024-27 adopted 11/12/24)

FLOODPLAIN REGULATIONS ORDINANCE UPDATE

November 12th, 2024

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



BACKGROUND

- The City adopted the existing floodplain ordinance 2009-27 on November 9, 2009.
- Adopted floodplain ordinance enables the City's participation in the National Flood Insurance Program (NFIP).
- Federal Emergency Management Agency (FEMA) adopting new Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) for Celina on November 21, 2024.
- Celina must adopt new FIRM and FIS to avoid suspension from the NFIP.
- Ordinance updates the required changes requested by FEMA

UPDATE SUMMARY

- Definitions Added:
  - Area of Special Flood-related Erosion Hazard
  - Base Level Engineering
  - Erosion
  - Exception
  - Exceptional Hardship
  - Flood Damage-Resistant Material
  - Flood Elevation Determination
  - Freeboard
  - Major and Minor Creek
  - Regulatory Floodway
  - Remedy a Violation
  - Riverine
  - Valley Storage

UPDATE SUMMARY (CONT'D)

- **Freeboard Requirement**: May allow up to 6 inches of WSE rise onsite, provided freeboard requirements are met.
- **Section 3.05.007c:** Added recommended wording for the FIS and FIRM reference section.
- **Section 3.05.46:** Added guidelines for Flood-Related Erosion-Prone Areas classified as Zone E.
- **Section 3.05.71-B5a:** Added guidelines for floodplain administrators when base level engineering data is available.
- **Section 3.05.72:** Updated model requirements to include storm events for the 2-year, 5-year, 10-year, 25-year, and 100-year intervals. This was required in the criteria.
- **Section 3.05.73-L:** Added variance descriptions for accessory and agricultural structures.
- **Section 3.05.075:** Fine reduced to $500 in accordance with Texas law limits.

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:	November 12, 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 Fiscal Year (FY) 2024-2025 Budget across a variety of funds and departments to authorize additional expenditures and recognize additional revenues. The amendment includes:

- $2,750 in additional revenue and expenses in the Downtown Fund for the Golf Tournament fundraiser.
- $135,230 in General Fund expenses for vehicle purchases and associated equipment outfitting (Streets and Police) that were funded in FY 2024 but have not been received yet.
- $250,545 in Water/Wastewater Fund expenses for vehicle purchases (two pickups and a dump truck) that were funded in FY 2024 that have not yet been received.
- $183,485 in General Government VERF expenses for vehicle purchases (a dump truck and Police vehicle outfitting) that were funded in FY 2024 and have not been received yet.
- $390,531 in Utility VERF expenses for vehicle purchases (seven trucks) funded in FY 2024 that have not yet been received.
- $2,000,000 in Park Fee Fund expenses to roll the remaining project funds for the Old Celina Park restroom project from FY 2024 to finish the project.

- $1,850,000 in Street Construction Fund expenses to roll the remaining Annual Street Maintenance funding from FY 2024 to finish projects.
- $1,597,130 in General Fund expenses to hire 12 new Firefighter positions.

For vehicles, the City places orders as quickly as possible at the start of the fiscal year. Due to timing from the manufacturers and dealerships, some vehicles are not received in the same fiscal year. The City is currently waiting for delivery of 12 vehicles that have been ordered. The quoted cost of these vehicles awaiting delivery are requested to be rolled forward to the new fiscal year so that payment can be made when the vehicles arrive. Additionally, some vehicles require additional equipment installations (police vehicles, etc.). Staff is requesting to carry forward funding for the outfitting of vehicles, as well. There are currently several police vehicles that have been received from the dealership but are currently being outfitted. Payment for the outfitting will be processed once the vehicles are completed.

For capital projects, there are two projects that were funded in FY 2024 but were not completed (they are in progress). Staff recommends rolling the funding forward to FY 2025 to complete the projects. This will not impact the estimated fund balance in the adopted budget.

For Fire, the City is planning to construct and open Fire Station 4 in the fall of 2026. To prepare to open a new fire station, staff recommends hiring additional personnel in FY 2025 and FY 2026. The Fire Department applied for the SAFER Grant for these 12 positions, but did not receive funding in this cycle. Staff has identified fund balance in excess of requirements from the FY 2023 audit ($1.8 million) that can be used to fund these positions. As this is one-time funding, the total, annual, recurring cost for these positions will need to be absorbed by the General Fund through additional revenues in FY 2026.

Legal Review:
N/A

Supporting Documents:
1. FY 2024-2025 Budget Amendment Presentation
2. Ordinance Amending the FY 2024-2025 Budget

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.

FY 2025 BUDGET AMENDMENT

City Council Meeting
November 12, 2024



DETAILS

- True-up for actual Downtown Fund golf tournament expenses and offsetting revenue.
- Carry-forward funding for new vehicles ordered in FY 2024 but not yet received, as well as associated vehicle outfitting

Fund	Type	Description	Adjustment
Downtown Fund	Golf Tournament	Golf Tournament	(2,750)
Downtown Fund	Golf Tournament	Golf Tournament	2,750
General Fund	Fund Balance	FY 2024 Vehicle Roll Over POs	(135,230)
General Fund	Capital Vehicles	FY 2024 F-350 with Cargo Bed	77,085
General Fund	Capital Vehicles	FY 2024 Chevrolet 1500 Pickup	30,000
General Fund	Capital Vehicles	FY 2024 Vehicle Outfitting for 1 Tahoe (currently at outfitter)	28,145
Water/Wastewater Fund	Fund Balance	FY 2024 Vehicle Roll Over POs	(250,545)
Water/Wastewater Fund	Capital Vehicles	FY 2024 F-150	55,982
Water/Wastewater Fund	Capital Vehicles	FY 2024 F-150	43,822
Water/Wastewater Fund	Capital Vehicles	FY 2024 International Dump Truck	150,741

DETAILS

- Carry-forward funding for replacement vehicles ordered in FY 2024 but not yet received, as well as associated vehicle outfitting

Fund	Type	Description	Adjustment
General VERF	Fund Balance	FY 2024 VERF Roll Over POs	(183,485)
General VERF	Capital Vehicles	FY 2024 Streets VERF F-350 Dump Bed	77,085
General VERF	Capital Vehicles	FY 2024 Vehicle Outfitting for 4 F-150 PD Vehicles (currently at outfitter)	106,400
Utility VERF	Fund Balance	FY 2024 VERF Roll Over POs	(390,531)
Utility VERF	Capital Vehicles	FY 2024 F-150	63,803
Utility VERF	Capital Vehicles	FY 2024 F-150	63,803
Utility VERF	Capital Vehicles	FY 2024 F-350	79,607
Utility VERF	Capital Vehicles	FY 2023 F-150	40,803
Utility VERF	Capital Vehicles	FY 2024 F-250	81,170
Utility VERF	Capital Vehicles	FY 2024 F-250	61,345

DETAILS

- Carry forward funding for Old Celina Park restroom project from Park Fee Fund.
- Carry forward funding for Annual Street Maintenance from Street Construction Fund for ongoing maintenance projects.

Fund	Type	Description	Adjustment
Park Fee Fund	Fund Balance	Roll Old Celina Park Restroom Project from FY 2024 to FY 2025	(2,000,000)
Park Fee Fund	Construction	Roll Old Celina Park Restroom Project from FY 2024 to FY 2025	2,000,000
Street Construction Fund	Fund Balance	FY 2024 Annual Street Maintenance Carry Forward	(1,850,000)
Street Construction Fund	Construction	FY 2024 Annual Street Maintenance Carry Forward	1,850,000

DETAILS

- Fund 12 new firefighter positions in preparation for Fire Station #4 from fund balance from the General Fund.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	12 Firefighters	(1,597,130)
General Fund	Salaries	12 Firefighters	885,392
General Fund	Overtime	12 Firefighters	24,004
General Fund	FLSA	12 Firefighters	69,899
General Fund	Special Event Pay	12 Firefighters	4,321
General Fund	Step up Pay	12 Firefighters	12,000
General Fund	Education Pay	12 Firefighters	2,400
General Fund	Incentive Pay	12 Firefighters	3,600
General Fund	Health Insurance	12 Firefighters	268,406
General Fund	Payroll Taxes	12 Firefighters	78,028
General Fund	TMRS	12 Firefighters	136,620
General Fund	Worker's Comp	12 Firefighters	28,460
General Fund	Uniforms	12 Firefighters	24,000
General Fund	Capital Equipment	12 Firefighters	60,000

QUESTIONS?

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 12th day of November 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: November 12, 2024

Account #	Account Name	Description	Adjustment
112-400-000-4619	Golf Tournament	Golf Tournament	(2,750)
112-127-000-6720	Golf Tournament	Golf Tournament	2,750
102-31-3050	Fund Balance	FY 2024 Vehicle Roll Over POs	(135,230)
102-111-000-6840	Capital Vehicles	FY 2024 F-350 with Cargo Bed	77,085
102-112-000-6840	Capital Vehicles	FY 2024 Chevrolet 1500 Pickup	30,000
102-112-000-6840	Capital Vehicles	FY 2024 Vehicle Outfitting for 1 Tahoe (currently at outfitter)	28,145
202-31-3050	Fund Balance	FY 2024 Vehicle Roll Over POs	(250,545)
202-117-000-6840	Capital Vehicles	FY 2024 F-150	55,982
202-117-000-6840	Capital Vehicles	FY 2024 F-150	43,822
202-118-000-6830	Capital Equipment	FY 2024 International Dump Truck	150,741
113-31-3050	Fund Balance	FY 2024 VERF Roll Over POs	(183,485)
113-111-000-6840	Capital Vehicles	FY 2024 Streets VERF F-350 Dump Bed	77,085
113-112-000-6840	Capital Vehicles	FY 2024 Vehicle Outfitting for 4 F-150 PD Vehicles (currently at outfitter)	106,400
213-31-3050	Fund Balance	FY 2024 VERF Roll Over POs	(390,531)
213-117-000-6840	Capital Vehicles	FY 2024 F-150	63,803
213-117-000-6840	Capital Vehicles	FY 2024 F-150	63,803
213-117-000-6840	Capital Vehicles	FY 2024 F-350	79,607
213-117-000-6840	Capital Vehicles	FY 2023 F-150	40,803
213-118-000-6840	Capital Vehicles	FY 2024 F-250	81,170
213-118-000-6840	Capital Vehicles	FY 2024 F-250	61,345
109-31-3050	Fund Balance	Roll Old Celina Park Restroom Project from FY 2024 to FY 2025	(2,000,000)
109-113-000-8502	Construction	Roll Old Celina Park Restroom Project from FY 2024 to FY 2025	2,000,000
106-31-3050	Fund Balance	FY 2024 Annual Street Maintenance Carry Forward	(1,850,000)
106-111-000-8502	Construction	FY 2024 Annual Street Maintenance Carry Forward	1,850,000
102-31-3050	Fund Balance	12 Firefighters	(1,597,130)
102-110-000-6100	Salaries	12 Firefighters	885,392

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: November 12, 2024

102-110-000-6105	Overtime	12 Firefighters	24,004
102-110-000-6106	FLSA	12 Firefighters	69,899
102-110-000-6107	Special Event Pay	12 Firefighters	4,321
102-110-000-6109	Step up Pay	12 Firefighters	12,000
102-110-000-6153	Education Pay	12 Firefighters	2,400
102-110-000-6158	Incentive Pay	12 Firefighters	3,600
102-110-000-6154	Health Insurance	12 Firefighters	268,406
102-110-000-6150	Payroll Taxes	12 Firefighters	78,028
102-110-000-6156	TMRS	12 Firefighters	136,620
102-110-000-6157	Worker's Comp	12 Firefighters	28,460
102-110-000-6164	Uniforms	12 Firefighters	24,000
102-110-000-6830	Capital Equipment	12 Firefighters	60,000

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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:	November 12, 2024
Re:	Right of Way Management Ordinance

Action Requested:
Conduct a public hearing to consider and act on an Ordinance repealing Ordinance 2017-17, Chapter 3, Article 3.10 in its entirety and amending Ordinance 2017-35, Chapter 13, Article 13.09 for the management of the City Right of Way. (Glasgow)

Background Information:
The management of the City's right of way (ROW) is currently captured under two different sections of the City's code of ordinances, Chapter 3, Article 3.10, and Chapter 13, Article 13.09, with different requirements for occupying the City's ROW. This ordinance proposes repealing Chapter 3, Article 3.10, in its entirety and amending Chapter 13, Article 13.09.

The proposed ordinance provides new requirements for franchise utility contractors to provide forty-eight (48) hours advance notice to City staff and property owners before the commencement of approved work on the City's ROW and utility easements on private property. ROW permits will also expire within ninety (90) calendar days after the permit is issued if the permitee fails to act upon the work approved in the permit.

In addition, the ROW ordinance will now require trenchless technology whenever commercially economical and practical in the public ROW. This requirement decreases the size of areas disturbed when completed with open trenches in the ROW. It also allows the City to assess public inconvenience penalties to enforce the ordinance regulations.

This ordinance also allows staff to determine if the ROW user's failure to repair and restore the ROW properly constitutes a safety hazard to the public. If staff determines the repair or restoration has not been conducted properly, they may undertake emergency repairs and request

reimbursement from the franchise utility contractor to the city.

Upon completion of work within the city's ROW, the permittee will be required to provide the City with a complete set of "as-built" drawings for the segment of work completed within sixty (60) days.

Legal Review:
The ordinance has been reviewed and approved by the city attorney.

Supporting Documents:
1. 8 - A -- ROW Ordinance Updates - Final
2. ROW Management Ordinance v4 Final

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

RIGHT-OF-WAY (ROW) ORDINANCE UPDATES

November 12th, 2024

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

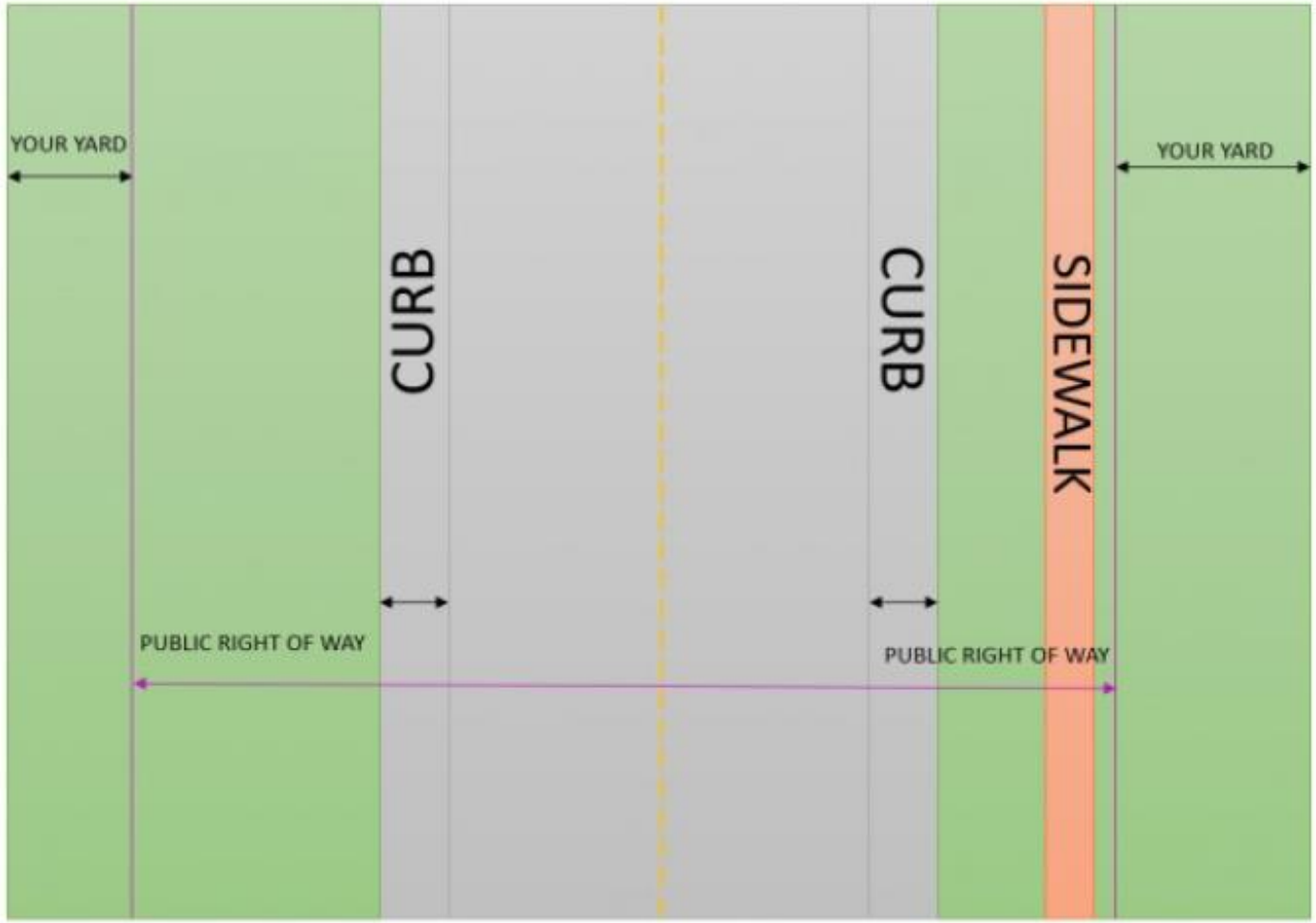


BACKGROUND

- 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

Life Connected.

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

- Assess damaged public and private property in the right of way
- Protect residence from disruption with
- 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)





PROPOSED CHANGES

- Assess repair and restoration of ROW for public safety
  - Conduct emergency repair and request reimbursement from permittee
- Provide advance notice 48 hrs prior to work commencement to City and affected residents
- 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

PROPOSED CHANGES (CONT'D)

- Limit open permits to 90 calendar days with no work before expiration
- Permittee submitting "as-built" drawings of work completed in City ROW per permit
- Condensed ROW related sections of the Code of Ordinances:
  - Removes Article 3.10 "Building Regulations"

QUESTIONS?

CITY OF CELINA, TEXAS
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF CELINA, TEXAS, AMENDING CHAPTER 3, "BUILDING REGULATIONS," ARTICLE 3.10 "STREETS AND SIDEWALKS" BY REPEALING DIVISION 3 "EXCAVATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF CELINA IN ITS ENTIRETY; AMENDING CHAPTER 13 "UTILITIES", ARTICLE 13.09 "RIGHT-OF-WAY MANAGEMENT" TO AMEND REGULATIONS REGARDING RIGHT-OF-WAY UTILITY USERS AND MANAGEMENT; PROVIDING FINDINGS; PROVIDING DEFINTIONS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING A PENALTY; PROVIDING FOR PUBLICATION, ENGROSSMENT, AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina ("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, the City Council has determined that Chapter 3, "Building Regulations", Article 3.10 "Streets and Sidewalks", Division 3 "Excavations" of the City's Code of Ordinances should be repealed with the acknowledgement that many similar regulations are found in Chapter 13 "Utilities", Article 13.09 "Right-of-way management", and the City Council desires to amend Article 13.09 to add certain regulations; and

WHEREAS, pursuant to Texas Local Government Code Section 282.001, a home-rule municipality has exclusive control over and under the public grounds of the municipality, and may control, regulate, or remove an encroachment or obstruction on the public grounds of the municipality; and

WHEREAS, after due deliberation and consideration, the City Council has determined that the Ordinance set forth herein should be adopted, and that such Ordinance is in the best interest of the public health, safety, and welfare of the citizens of the city.

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

A. Chapter 3 "Building Regulations", Article 3.10 "Streets and Sidewalks", Division 3 "Excavations" of the City's Code of Ordinances is hereby repealed in its entirety.

B. Chapter 13 "Utilities", Article 13.09 "Right-of-way management" of the City's Code of Ordinances, shall be, and is hereby, amended as follows, with deletions indicated by strikethrough, and additions indicated by underline:

1. Section 13.09.032 "Definitions" is amended to amend the definition of "public inconvenience penalty" as follows:

   "*Public inconvenience fee.* A fee, in an amount provided under the city's master fee chart, assessed to the right-of-way user for extending work beyond the time allowed under a permit as a result of not completing the work authorized by a permit or who does not report such work as completed to the city, which may deny the public the use of public property for a time period greater than allowed by this article."

2. Section 13.09.031 "Administration" is amended as follows:

   "A person is subject to a reasonable police power regulation of the city to manage its public rights-of-way in connection with the construction, expansion, reconstruction, maintenance, or repair of facilities in the public rights-of-way, pursuant to the city's rights as a custodian of public property, based upon the city's historic right under state and federal laws. In connection with the foregoing rights, the city may assess and collect public inconvenience penalties, as provided in the city's master fee chart, to enforce regulations provided herein. The city manager, or his/her designee, shall appoint a right-of-way manager, who is the principal city official responsible for the administration of the right-of-way, right-of-way permits, the regulation of same and ordinances related thereto. The right-of-way manager may delegate any or all of the duties hereunder. The right-of-way manager shall have the duties, responsibilities and authority as specified for the right-of-way manager stated herein."

3. Section 13.09.061 "Lawful use of right-of-way", is amended to add subsection (d) as follows:

   "A permittee shall use trenchless technology whenever commercially economical and practical and consistent with obligations of other similar users of the public rights-of-way.

The city shall waive the requirement of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the city by the permittee. All excavations and other construction in the public rights-of-way shall be conducted so as to minimize interference with the use of public and private property. A permittee shall follow all reasonable construction directions given by the city in order to minimize any such interference."

4. Section 13.09.067 "Commencement and completion is amended as follows:

"After obtaining the permit and prior to commencing the work, the permittee shall notify the right-of-way manager, and shall commence and complete all work within the time specified in the permit, unless an extension of time is granted by the right-of-way manager. No work shall commence until erosion control measures (e.g. silt fence) and advance warning signs, markers, cones and barricades are in place. The permittee shall provide written notice, a minimum of forty-eight (48) hours prior to work commencing, to the property owner(s) directly adjacent to and/or directly affected by any work to be conducted in, on or under the public rights-of-way, and shall provide confirmation of such notice to the city. The permittee shall give to the city a minimum of forty-eight (48) hours notice (which could be at the time of issuance of the permit) prior to undertaking any of its permitted activities on its network in, on or under the public rights-of-way. If a permittee fails to act upon any permit within 90 calendar days of issuance, the permit shall become invalid, and the permittee will be required to obtain another permit. Failure to comply with any requirement under this section may result in a remedy as determined by the City up to and including suspension or revocation of the permit in accordance with section 13.09.050."

5. Section 13.09.078 "Underground service requirements" is amended as follows:

"A right-of-way user may be required to place certain facilities within the public rights-of-way underground according to applicable city requirements absent a compelling demonstration by the user that, in any specific instance, this requirement is not reasonable or feasible nor is it equally applicable to other similar users of the public rights-of-way. Placement of new utility support structures (poles) shall be prohibited for electrical distribution lines with 60,000 volts and less and all communication utilities, unless otherwise allowed by other law or an existing franchise agreement between the right-of-way user and the city or a PUCT tariff. This does not prohibit replacing existing poles for maintenance purposes."

6. Section 13.09.092 "Right-of-way restoration requirements", subsection (d) is amended as follows:

"(d) In the event the right-of-way user fails to restore the right-of-way in the manner and to the condition required herein, or fails to satisfactorily and/or timely complete all restoration, the city may, at its option, serve written notice upon the right-of-way user that,

unless within five days after serving of such notice a satisfactory arrangement can be made for the proper restoration of the right-of-way by the right-of-way user, the city may take over the work and prosecute same to completion, by contract or otherwise, at the sole expense of the right-of-way user, and right-of-way user, and its surety, shall be liable to the city for any and all cost incurred by the city by reason of such prosecution and completion including, without limitation, the applicable public inconvenience penalty. Nothing contained herein shall limit any other remedies available to the city, and the city shall have the right to determine that the failure of a right-of-way user to properly repair or restore the right-of-way constitutes a safety hazard to the public, and may undertake emergency repairs and restoration efforts, for which the right-of-way user shall promptly reimburse the city for all costs incurred by the city within thirty (30) calendar days from the date of the city invoice."

7. Section 13.09.099 "Reporting completion of work" is renamed "Reporting completion of work; Public inconvenience fee" and amended as follows:

"(a) When the work under permit hereunder is completed, the permittee shall notify the city in accordance with the requirements placed on the permit. The city will schedule a final walk-through with the contractor to develop a final punch list of items to be remedied.

(b) Public inconvenience fees are owed and calculated from (1) the date of expiration, termination or revocation of a permit until date the work or repair to be done pursuant to the permit is completed and the completion is reported to the city, and/or (2) the date of expiration, termination or revocation of the permit until the date final backfill by the city, if turned over to a city department for restoration as set forth in this article. Public inconvenience fees are charged per day as set forth in the city's master fee chart. A right-of-way user, applicant, contractor, person, permittee or utility performing work in the right-of-way and/or that owns, controls and/or operates a utility that is the subject of a right-of-way permit may not obtain any other permits under Article 13.09 if a public inconvenience fee related to any permit is owed to the city.

(c) Within sixty (60) days of completion of each new permitted section of a permittee's facilities, the permittee shall supply the city with a complete set of "as-built" drawings for the segment in a format used in the ordinary course of the person's business and as reasonably prescribed by the city, and as allowed by law."

SECTION 4
CUMULATIVE REPEALER

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

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions described herein or any other ordinance affecting such provisions 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 whole or 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

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Ordinance or the Code of Ordinances, as amended hereby, shall be subject to a fine not to exceed the sum of five hundred dollars ($500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless, or criminally negligent violation of any provision of this ordinance or Code of Ordinances, as amended hereby, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars ($2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

SECTION 8
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 9
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 the ____ day of _____, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary

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:	November 12, 2024
Re:	Mosaic PID Improvement Area #2 Assessment Ordinance

Action Requested:
Conduct a public hearing to consider public comment and act upon an ordinance accepting and approving a final Mosaic Public Improvement District Service and Assessment Plan, including the Improvement Area #2 assessment roll; making a finding of special benefit to property within Improvement Area #2 of the Mosaic Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

Background Information:
This item establishes a new phase (Improvement Area #2) within the Mosaic Public Improvement District (PID), approves the updated Service and Assessment Plan (SAP), and levies an assessment on each lot within Improvement Area #2. The purpose of this assessment is to pay for public improvements (roads, water lines, sewer lines, etc.) within the improvement area.

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. On October 8, 2024, City Council approved the preliminary SAP for Improvement Area #2, calling a public hearing to levy assessments on November 12, 2024.

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 authorized project costs are $40,096,224. The proposed bond issuance is $38,256,000.

The 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	$45,399.12	$3,317.85	$0.677100	$2.718337
40'	$60,686.58	$4,435.09	$0.677100	$2.718337
50'	$76,900.55	$5,620.04	$0.677100	$2.718337
60'	$89,408.47	$6,534.14	$0.677100	$2.718337
70'	$101,916.39	$7,448.24	$0.677100	$2.718337

Approval of this item levies the above assessments on properties with Improvement Area #2. There is an additional item on this agenda for City Council to consider the issuance of Improvement Area #2 series bonds.

Legal Review:
This item has been reviewed and approved by bond counsel.

Supporting Documents:
1. Mosaic PID Improvement Area #2 SAP and Assessment Presentation
2. Assessment Ordinance for Mosaic PID Improvement Area #2

Financial Consideration:
This item levies an assessment on each property in the PID to pay for the public improvements in the PID.

Staff Recommendation:
Staff recommends approval.

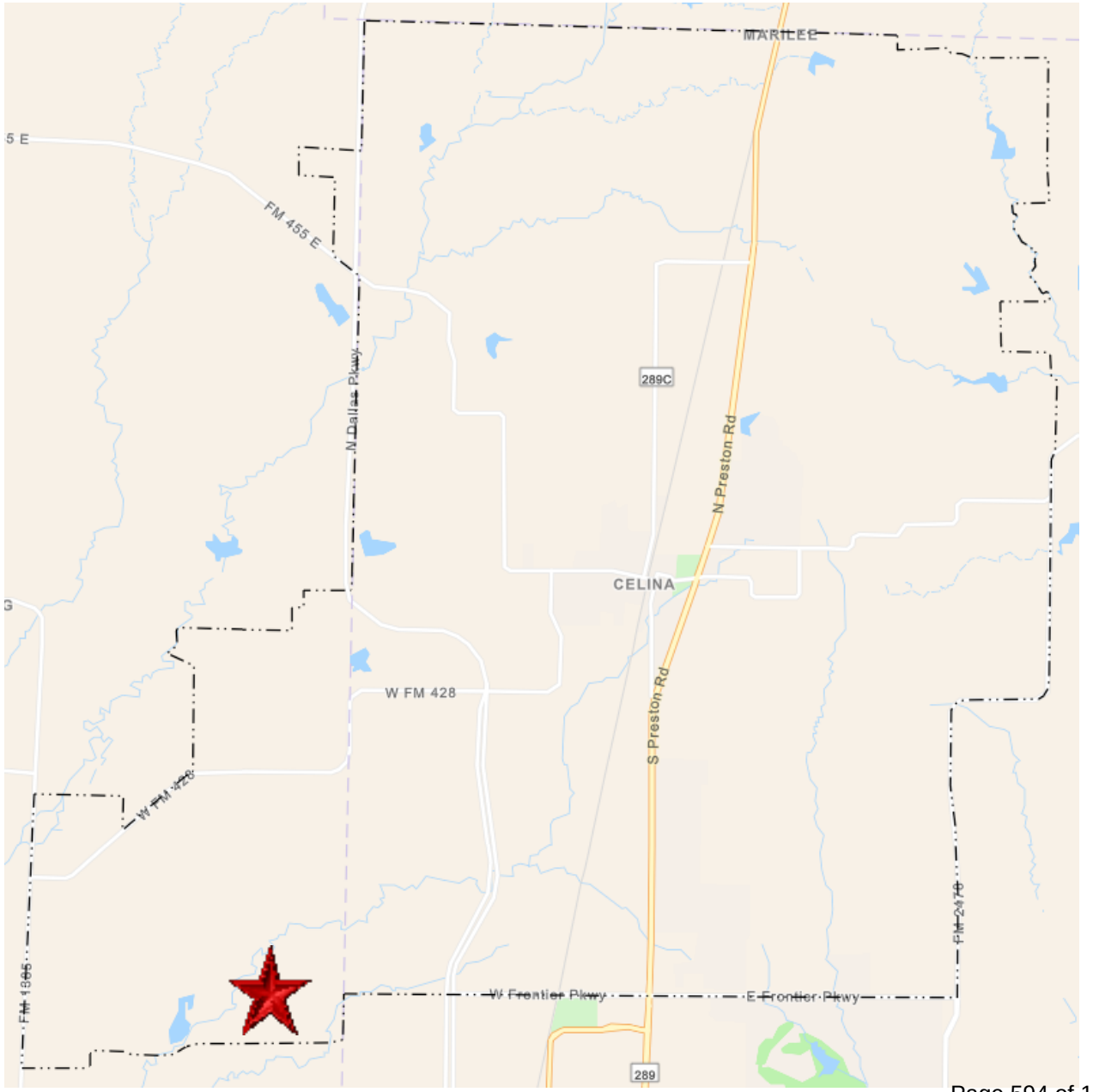
MOSAIC PID IMPROVEMENT AREA #2 SAP AND ASSESSMENT

City Council Meeting
November 12, 2024



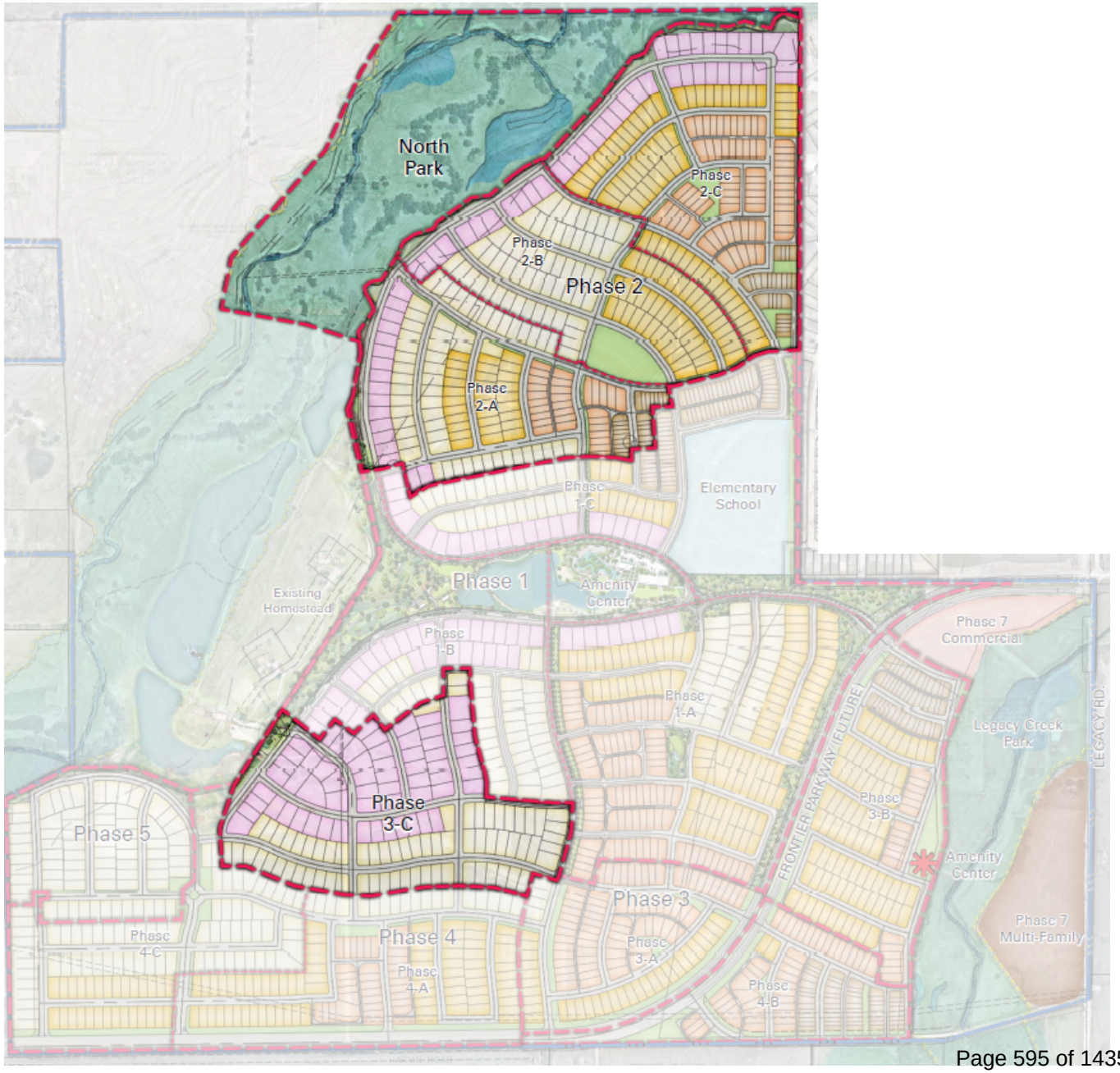
MOSAIC PID

- 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



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

- 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 authorized project costs $40,096,224
  - Bond issuance of $38,256,000

IMPROVEMENT AREA #2 PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
Townhome	$45,399.12	$3,317.85
40’	$60,686.58	$4,435.09
50’	$76,900.55	$5,620.04
60’	$89,408.47	$6,534.14
70’	$101,916.39	$7,448.24

*Estimated and subject to change when bonds are priced

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 when bonds are priced

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 Improvement Area #2 series bonds

RECOMMENDATION

- Staff recommends approval.

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN, INCLUDING AN IMPROVEMENT AREA #2 ASSESSMENT ROLL FOR THE MOSAIC PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN IMPROVEMENT AREA #2 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property now located within the corporate limits of the City; and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 9, 2021, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-104R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Mosaic Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

WHEREAS, on November 12, 2021, the City Secretary filed a copy of Resolution No. 2021-104R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

WHEREAS, on October 8, 2024, the City Council adopted a resolution approving a preliminary updated service and assessment plan, including a proposed assessment roll for Improvement Area #2 of the District; calling for a public hearing to consider an ordinance levying

assessments on property within Improvement Area #2 of the District (the "Assessments"); authorizing and directing the City Secretary of the City to file the proposed assessment roll for Improvement Area #2 of the District (the "Improvement Area #2 Assessment Roll") and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Improvement Area #2 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

WHEREAS, on October 9, 2024, the City Secretary filed the Improvement Area #2 Assessment Roll and made the same available for public inspection; and

WHEREAS, the City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on October 28, 2024 in the *Celina Record*, a newspaper of general circulation in the City; and

WHEREAS, the City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened the Levy and Assessment Hearing on November 12, 2024, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Improvement Area #2 Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Improvement Area #2 Assessed Property (as defined in the Service and Assessment Plan) (the "Improvement Area #2 Projects"), the purposes of the Assessments, the special benefits of the Improvement Area #2 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

WHEREAS, the City Council finds and determines that the Improvement Area #2 Assessment Roll and the Mosaic Public Improvement District Service and Assessment Plan, dated November 12, 2024, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Improvement Area #2 Assessment Roll attached thereto as Appendix H; and

WHEREAS, the City Council further finds that there were no objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Improvement Area #2 Projects (as described in the Service and Assessment Plan), the Improvement Area #2 Assessment Roll, or the levy of the Assessments against the Improvement Area #2 Assessed Property; and

WHEREAS, the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Improvement Area #2 of the District, who are the persons to be assessed pursuant to this Ordinance, have previously indicated their approval and acceptance of the Service and Assessment Plan, approval of the Improvement Area #2 Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

Section 1. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

Section 2. Findings.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Improvement Area #2 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Improvement Area #2 Assessed Property will receive from the construction of the Improvement Area #2 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Improvement Area #2 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The Service and Assessment Plan has been reviewed and updated annually, including the updated Service and Assessment Plan attached hereto as ***Exhibit A***;

(c) The Service and Assessment Plan apportions the Actual Costs of the Improvement Area #2 Projects to be assessed against the Improvement Area #2 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the Improvement Area #2 Assessed Property because of the Improvement Area #2 Projects;

(d) All of the real property in Improvement Area #2 of the District which is being assessed in the amounts shown in the Improvement Area #2 Assessment Roll will be benefited by the Improvement Area #2 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Improvement Area #2 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Improvement Area #2 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Improvement Area #2 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Improvement Area #2 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Improvement Area #2 Assessment Roll should be approved as the assessment roll for the Improvement Area #2 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for Improvement Area #2 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

Section 3. Service and Assessment Plan.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

Section 4. Improvement Area #2 Assessment Roll.

The Improvement Area #2 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Improvement Area #2 Assessment Roll of Improvement Area #2 of the District.

Section 5. **Levy and Payment of Assessments for Actual Costs of the Improvement Area #2 Projects.**

(a) The City Council hereby levies an assessment on each parcel of Improvement Area #2 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, in the respective amounts shown on the Improvement Area #2 Assessment Roll, as a special assessment on the properties set forth in the Improvement Area #2 Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying the Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

Section 6. **Method of Assessment**.

The method of apportioning the Actual Costs of the Improvement Area #2 Projects and Administrative Expenses is set forth in the Service and Assessment Plan.

Section 7. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

Section 8. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Improvement Area #2 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

Section 9. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Improvement Area #2 Assessed Property, including without

limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Improvement Area #2 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

Section 10. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor/Collector of Denton County is hereby appointed and designated as the collector of the Assessments.

Section 11. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

Section 12. **Filing in Land Records**. The City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Improvement Area #2 Assessment Roll, to be recorded in the real property records of Denton County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

Section 13. Severability.

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall

become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

Section 14. Effective Date.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

PASSED AND ADOPTED, this the 12th day of November, 2024.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

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

(SEAL)

EXHIBIT A

Service and Assessment Plan

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

AMENDED 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

AMENDED SERVICE AND ASSESSMENT PLAN

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APPENDIX G – REVISED PHASE #1 ASSESSMENT ROLL

APPENDIX H –IMPROVEMENT AREA #2 ASSESSMENT ROLL

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 is being 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 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 being 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 being 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	$6,914,309	$1,479,310	$8,393,619
Water Improvements	$2,606,842	$557,731	$3,164,573
Sanitary Sewer Improvements	$3,178,209	$679,975	$3,858,184
Storm Drainage Improvements	$3,433,469	$734,588	$4,168,057
Open space and park improvements	$5,434,472	$1,162,700	$6,597,173
Other Soft and Miscellaneous Costs	$6,759,145	$1,446,113	$8,205,258
Subtotal Improvement Area #2 Improvements	*$28,326,445*	*$6,060,417*	*$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	$0	$1,742,217	$1,742,217
Open Space and Park Improvements	$0	$1,066,701	$1,066,701
Other Soft and Miscellaneous Costs	$0	$565,513	$565,513
Subtotal Additional Major Improvements	*$0*	*$3,374,430*	*$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	$1,691,328
2026	$0	$0	$0	$1,692,071
2027	$0	$0	$0	$1,692,251
2028	$0	$0	$0	$1,692,559
2029	$0	$0	$0	$1,692,932
2030	$0	$0	$0	$1,693,324
Total	**$29,409,514**	**$22,162,000**	**$7,247,514**	**$10,754,907**

[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 issued in 2024 and the Series 2024 Improvement Area #2 Bonds and the creation of the Improvement Area #2 Reimbursement Agreement Obligation 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 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 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 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 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 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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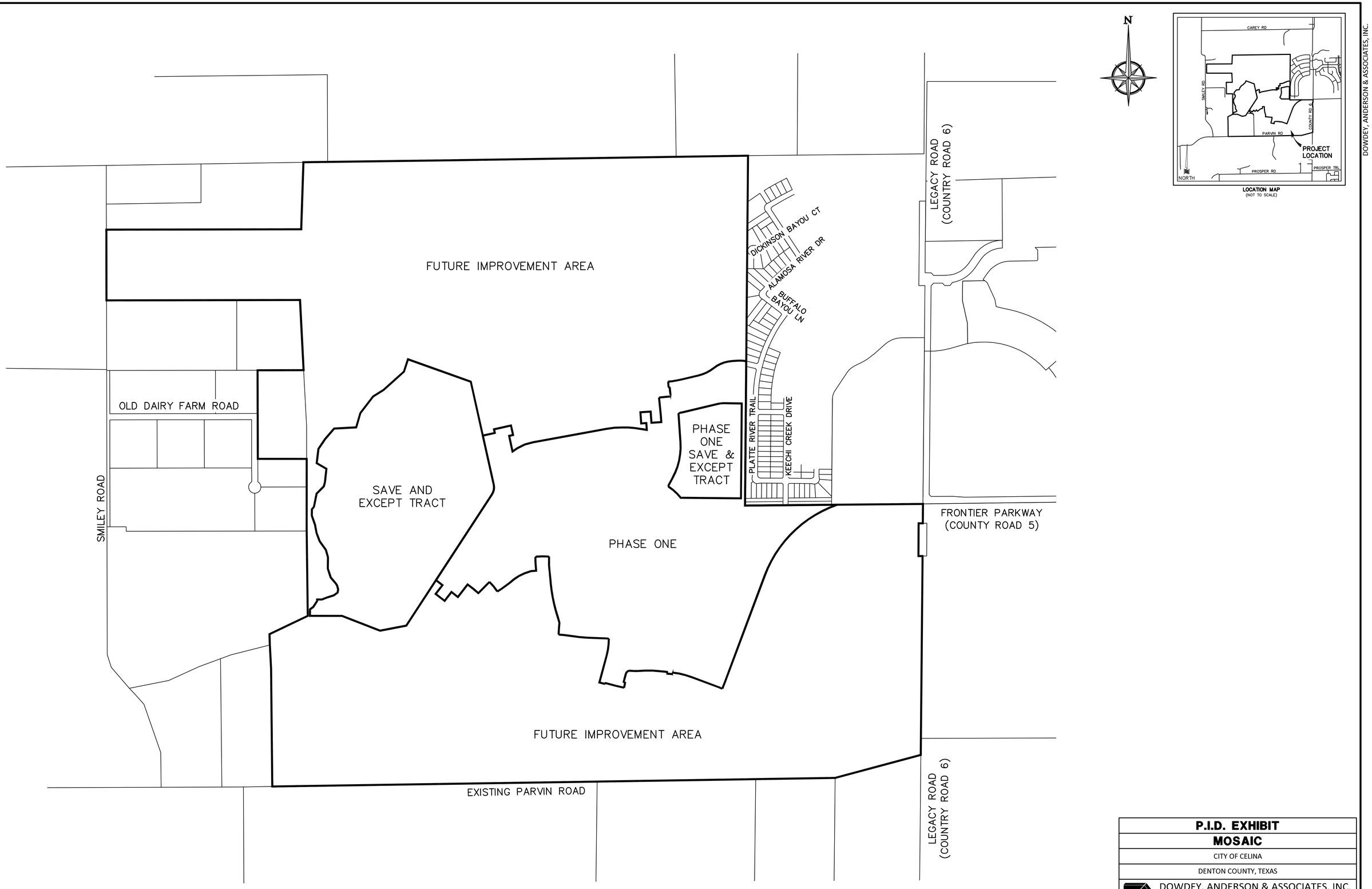
APPENDIX A
PID MAP



LOCATION MAP
(NOT TO SCALE)

N

DOWDEY, ANDERSON & ASSOCIATES, INC.

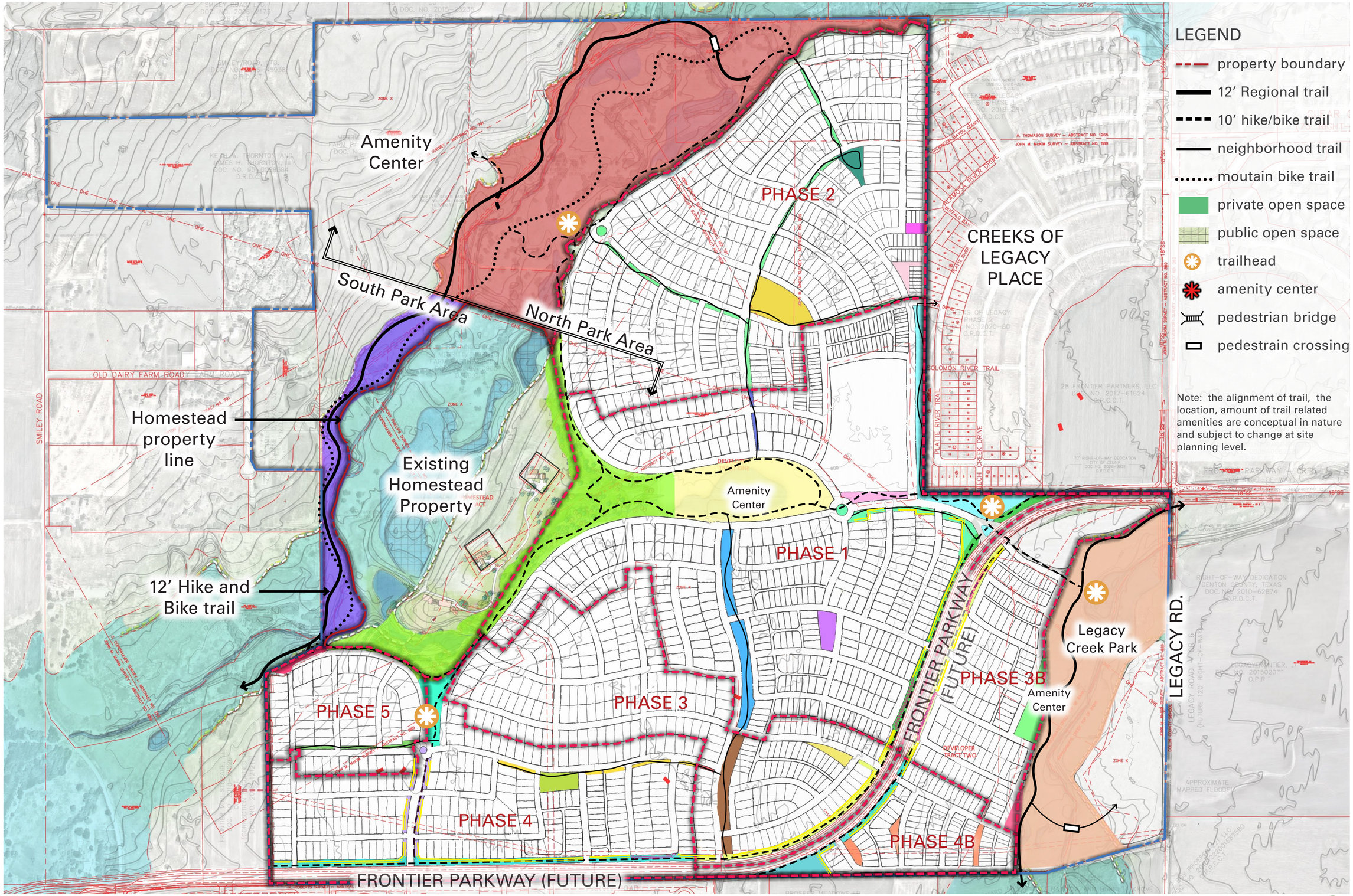
P.I.D. EXHIBIT
MOSAIC
CITY OF CELINA
DENTON COUNTY, TEXAS

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 (CSD\04051\Dwg\04051EXBT01-PID BOUNDARIES.dwg, PID EXHIBIT-OVERALL, 3/25/2022 12:13:56 PM, dant



TBG

Mosaic

Conceptual Open Space Plan

(Augest, 2021 Draft, subject to change without notice)

0 150' 300' 600'

TELLUS GROUP

40

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 maket 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.

MOSAIC PHASES 1 – 5 LEGAL DESCRIPTION

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the P. Roberts Survey, Abstract No. 1115, the C. Copenhaver Survey, Abstract No. 253, the Anthony Phillips Survey, Abstract No. 1028, the John M. McKim Survey, Abstract No. 889, the John Morton Survey, Abstract No. 791, and the A. Thomason Survey, Abstract No. 1265, 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 point from which a ½" iron rod with plastic cap stamped "SPIRSENG" set for the south corner of Lot 27, Block N, Creeks of Legacy West Phase 2, an addition to the City of Celina 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, bears N 00°29'18" W, a distance of 413.17 feet;

THENCE N 89°30'42" W, 219.87 feet;

THENCE around a tangent curve to the left with a central angle of 13°53'59", a radius of 220.00 feet, a chord of S 83°32'18" W - 53.24 feet, an arc length of 53.37 feet;

THENCE S 76°35'18" W, 355.59 feet;

THENCE around a tangent curve to the right with a central angle of 06°12'51", a radius of 280.00 feet;, a chord of S 79°41'44" W - 30.35 feet, an arc length of 30.37 feet;

THENCE S 39°54'53" W, 14.41 feet;

THENCE around a non-tangent curve to the right with a central angle of 00°03'46, a radius of 3030.00 feet, a chord of S 03°55'05" E - 3.32 feet, an arc length of 3.32 feet;

THENCE S 03°53'11" E, 273.56 feet;

THENCE around a tangent curve to the right with a central angle of 27°48'09", a radius of 630.00 feet, a chord of S 10°00'53" W - 302.71 feet, an arc length of 305.70 feet;

THENCE around a compound curve to the right with a central angle of 05°04'18", a radius of 830.00 feet, a chord of S 26°27'07" W - 73.45 feet, an arc length of 73.47 feet;

THENCE S 28°59'16" W, 65.25 feet;

THENCE S 14°01'33" E, 14.62 feet;

THENCE around a non-tangent curve to the right with a central angle of 18°03'19", a radius of 505.00 feet, a chord of S 47°26'40" E - 158.48 feet, an arc length of 159.14 feet;

THENCE S 89°30'42" E, 557.82 feet;

THENCE N 00°29'18" E, 200.05 feet;

THENCE S 89°31'20" E, 70.00 feet;

THENCE S 00°29'18" W, 270.07 feet, passing a 5/8” iron rod with plastic cap found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2;

THENCE N 89°28'41" E, 1269.96 feet;

THENCE N 89°28'53" E, 468.56 feet;

THENCE S 00°29'23" W, 59.98 feet;

THENCE S 89°28'41" W, 467.50 feet;

THENCE around a tangent curve to the left with a central angle of 41°14'26", a radius of 1040.00 feet, a chord of S 68°51'28" W – 732.52 feet, an arc length of 748.58 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 169.03 feet;

THENCE S 00°52'04" E, 300.19 feet;

THENCE S 00°52'04" E, 70.03 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet;, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet;, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a curve to the left having a central angle of 23°15'13", a radius of 1460.00 feet; a chord of N 67°47'29" E – 588.49, an arc length of 592.55 feet;

THENCE S 89°07'18" W, 261.04 feet;

THENCE S 89°08'14" W, 3173.39 feet;

THENCE N 00°35'35" W, 1156.84 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE N 45°06'46" E, 15.43 feet;

THENCE around 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, 1522.09 feet;

THENCE around a non-tangent curve to the left having a central angle of 50°22'16", a radius of 125.00 feet, a chord of N 11°46'51" E - 106.39 feet, an arc length of 109.89 feet;

THENCE N 12°34'46" W, 852.77 feet to a 5/8” iron rod with plastic cap found;

THENCE N 23°25'03" E, 85.37 feet;

THENCE N 09°02'24" E, 282.82 feet;

THENCE N 09°51'08" W, 93.26 feet;

THENCE N 25°30'34" E, 76.43 feet;

THENCE N 37°34'49" E, 96.04 feet;

THENCE N 02°53'54" E, 59.63 feet;

THENCE N 48°56'21" W, 73.01 feet;

THENCE N 20°57'08" E, 57.61 feet;

THENCE S 84°17'00" E, 73.49 feet;

THENCE N 29°38'33" E, 196.61 feet;

THENCE N 22°08'17" E, 70.55 feet;

THENCE N 55°11'46" E, 88.12 feet;

THENCE N 79°40'16" E, 56.49 feet;

THENCE N 70°14'51" E, 79.99 feet;

THENCE N 10°52'32" E, 30.16 feet;

THENCE N 56°12'39" E, 264.70 feet;

THENCE N 79°15'33" E, 121.22 feet;

THENCE N 46°14'13" E, 196.10 feet;

THENCE N 62°02'45" E, 211.19 feet;

THENCE N 43°21'03" E, 516.67 feet;

THENCE N 32°11'00" E, 171.63 feet;

THENCE N 45°50'23" E, 68.42 feet;

THENCE N 86°58'27" E, 48.21 feet;

THENCE N 33°45'23" E, 40.01 feet;

THENCE N 04°37'08" E, 46.91 feet;

THENCE N 54°49'32" E, 27.64 feet;

THENCE N 27°58'53" E, 28.59 feet;

THENCE N 72°13'50" E, 79.12 feet;

THENCE N 65°38'37" E, 100.22 feet;

THENCE S 85°07'20" E, 277.74 feet;

THENCE N 68°12'55" E, 65.00 feet;

THENCE N 84°05'21" E, 46.90 feet;

THENCE S 73°03'23" E, 91.25 feet;

THENCE N 81°08'08" E, 72.01 feet;

THENCE N 26°52'11" E, 76.58 feet;

THENCE N 76°02'36" E, 29.69 feet;

THENCE S 59°43'25" E, 35.77 feet;

THENCE S 75°08'35" E, 67.52 feet;

THENCE S 00°29'18" W, 2335.32 feet to the **POINT OF BEGINNING** with the subject tract containing 19,043,905 square feet or 437.188 acres of land.

MOSAIC FUTURE PHASES (3A, 3B, 4, AND 5)

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the C. Copenhaver Survey, Abstract No. 253, and the John M. McKim Survey, 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 point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 83°57'53" W, a distance of 205.51 feet;

THENCE N 14°56'44" E, 82.93 feet;

THENCE around a tangent curve to the right with a central angle of 84°32'16", a radius of 40.00 feet, a chord of N 57°12'52" E - 53.81 feet, an arc length of 59.02 feet;

THENCE around a reverse curve to the left with a central angle of 14°23'55", a radius of 259.00 feet, a chord of S 87°42'57" - 64.92 feet, an arc length of 65.09 feet;

THENCE around a reverse curve to the right with a central angle of 11°06'46", a radius of 1191.00 feet, a chord of S 89°21'32" E - 230.64 feet, an arc length of 231.00 feet;

THENCE S 83°47'59" E, 61.07 feet;

THENCE S 14°01'46" E, 15.98 feet;

THENCE S 04°11'51" W, 1.74 feet;

THENCE S 85°48'09" E, 50.00 feet;

THENCE N 22°52'00" E, 15.61 feet;

THENCE around a non-tangent curve to the right having a central angle of 13°42'18", a radius of 791.00 feet, a chord of S 76°21'54" E - 188.75 feet, an arc length of 189.20 feet;

THENCE S 69°30'45" E, 277.74 feet;

THENCE S 66°35'18" E, 40.00 feet;

THENCE around a non-tangent curve to the right having a central angle of 65°47'33", a radius of 1340.00 feet, a chord of S 56°18'29" W - 1455.56 feet, an arc length of 1538.72 feet;

THENCE S 89°12'16" W, 3185.90 feet;

THENCE N 00°35'35" W, 1053.99 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE S 05°22'09" E, 50.00 feet;

THENCE N 84°37'51" E, 17.28 feet;

THENCE around a tangent curve to the right with a central angle of 01°40'53", a radius of 525.00 feet, a chord of N 85°28'18" E - 15.41 feet, an arc length of 15.41 feet;

THENCE S 00°35'35" E, 146.28 feet;

THENCE N 89°12'16" E, 122.76 feet;

THENCE S 78°40'08" E, 45.63 feet;

THENCE S 66°35'40" E, 62.17 feet;

THENCE around a tangent curve to the right with a central angle of 02°29'07", a radius of 455.00 feet, a chord of S 65°21'07" E - 19.73 feet, an arc length of 19.74 feet;

THENCE around a non-tangent curve to the left having a central angle of 22°48'56", a radius of 1318.73 feet, a chord of S 75°33'00" E - 521.66 feet, an arc length of 525.13 feet;

THENCE S 00°33'38" E, 2.17 feet;

THENCE N 89°26'22" E, 50.00 feet;

THENCE around a non-tangent curve to the left having a central angle of 14°19'46", a radius of 1315.00 feet, a chord of N 83°39'51" E - 328.02 feet, an arc length of 328.88 feet;

THENCE around a non-tangent curve to the right having a central angle of 09°13'42", a radius of 409.53 feet, a chord of N 81°00'19" E - 65.89 feet, an arc length of 65.96 feet;

THENCE N 85°43'40" E, 179.95 feet;

THENCE S 89°40'41" E, 50.00 feet;

THENCE S 89°26'44" E, 5.50 feet;

THENCE around a tangent curve to the right with a central angle of 14°23'28" a radius of 1200.00 feet, a chord of S 82°15'00" E - 300.62 feet, an arc length of 301.41 feet;

THENCE S 75°03'16" E, 75.49 feet;

THENCE N 14°56'44" E, 143.91 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°02'10", a radius of 1075.00 feet, a chord of S 68°32'19" E - 56.96 feet, an arc length of 56.97 feet;

THENCE around a reverse curve to the left with a central angle of 06°56'47", a radius of 525.00 feet, a chord of S 70°29'37" E - 63.61 feet, an arc length of 63.65 feet;

THENCE S 29°47'00" E, 14.21 feet;

THENCE S 75°03'30" E, 50.00 feet;

THENCE N 59°56'37" E, 14.14 feet;

THENCE S 75°03'30" E, 104.35 feet;

THENCE around a tangent curve to the left with a central angle of 03°50'12", a radius of 1225.00 feet, a chord of S 76°58'36" E - 82.01 feet, an arc length of 82.03 feet;

THENCE N 11°06'18" E, 50.00 feet;

THENCE N 59°46'22" W, 15.52 feet; to the **POINT OF BEGINNING** with the subject tract containing 4,317,766 square feet or 99.122 acres of land.

TRACT 2 LEGAL DESCRIPTION

BEING a tract of land situated in the John M. McKim Survey, 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 point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 39°01'49" W, a distance of 1097.66 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a non-tangent curve to the left having a central angle of 35°40'37", a radius of 1460.00 feet, a chord of N 38°19'34" - 894.50 feet, an arc length of 909.11 feet;

THENCE N 20°29'15" E, 1113.94 feet;

THENCE around a tangent curve to the right with a central angle of 27°45'00", a radius of 1040.00 feet, a chord of N 34°21'45" E - 498.79 feet, an arc length of 503.70 feet to a point from which a 5/8” iron rod found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2, an addition recorded in Document No. 2020-80, Plat Records, Denton county, Texas (PRDCT), bears N 56°52'50" E, a distance of 700.47 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 539.25 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

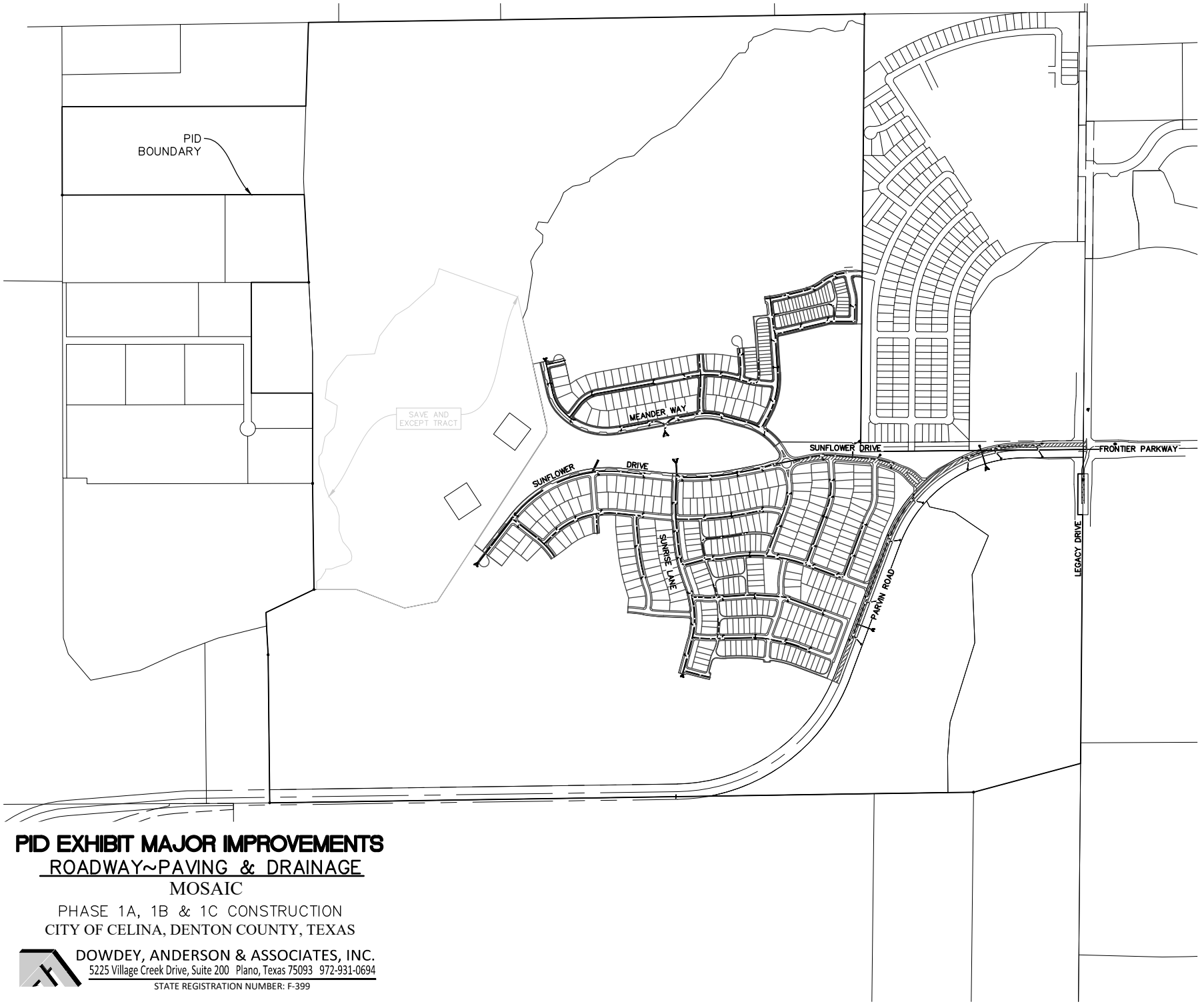
THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet to the POINT OF BEGINNING with the subject tract containing 1,915,281 square feet or 43.969 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



PID EXHIBIT MAJOR IMPROVEMENTS

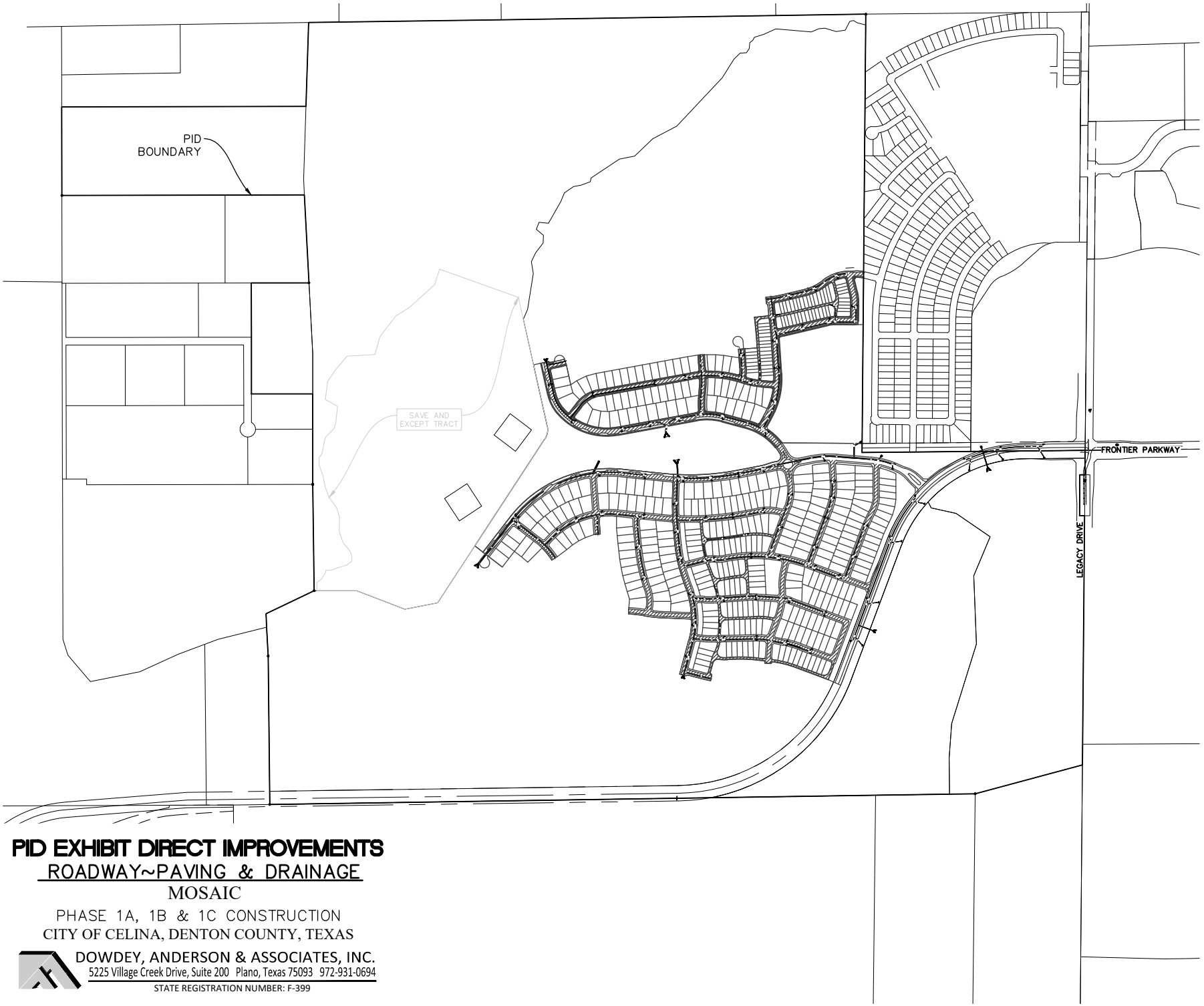
ROADWAY~PAVING & DRAINAGE

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

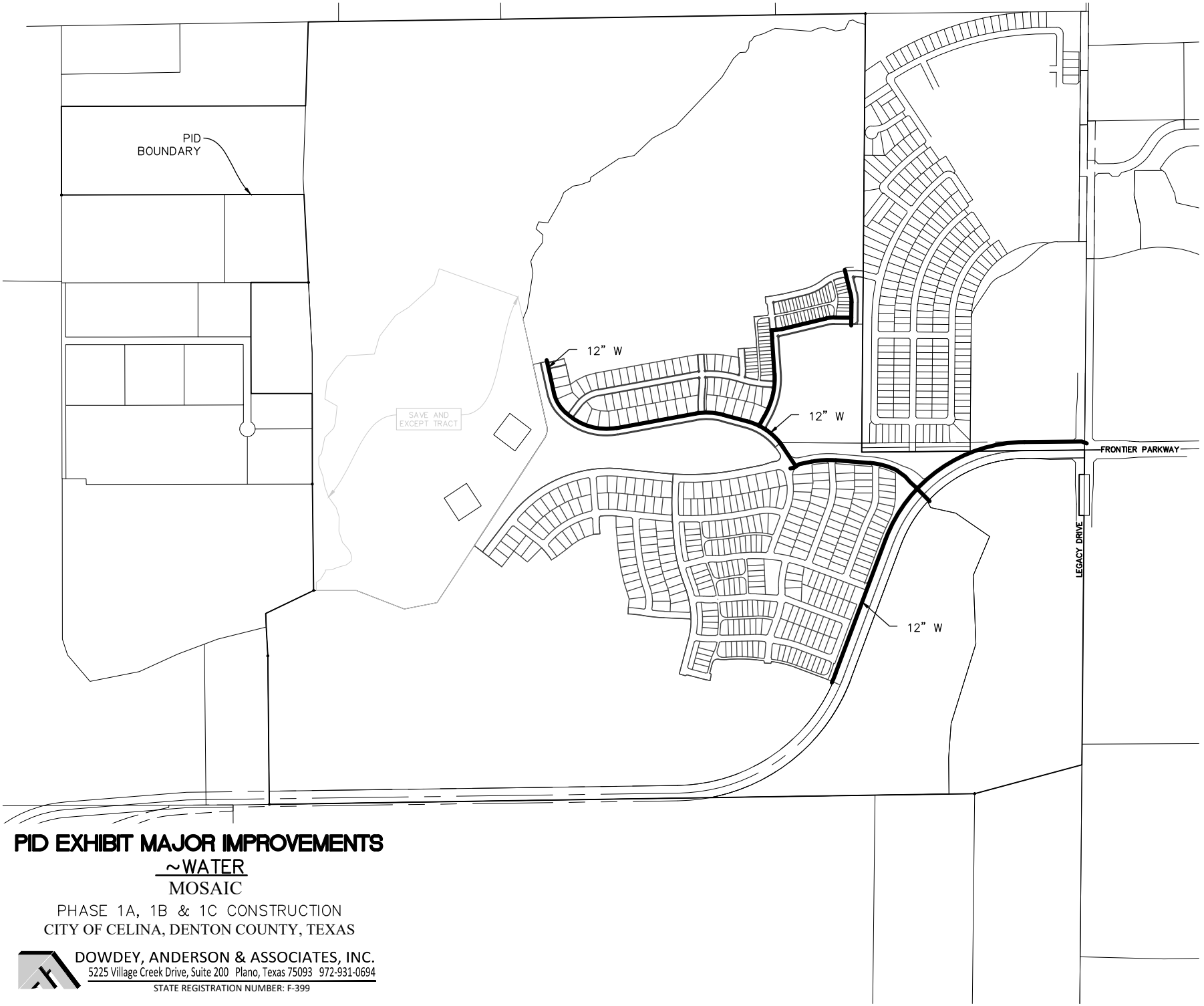
ROADWAY~PAVING & DRAINAGE

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

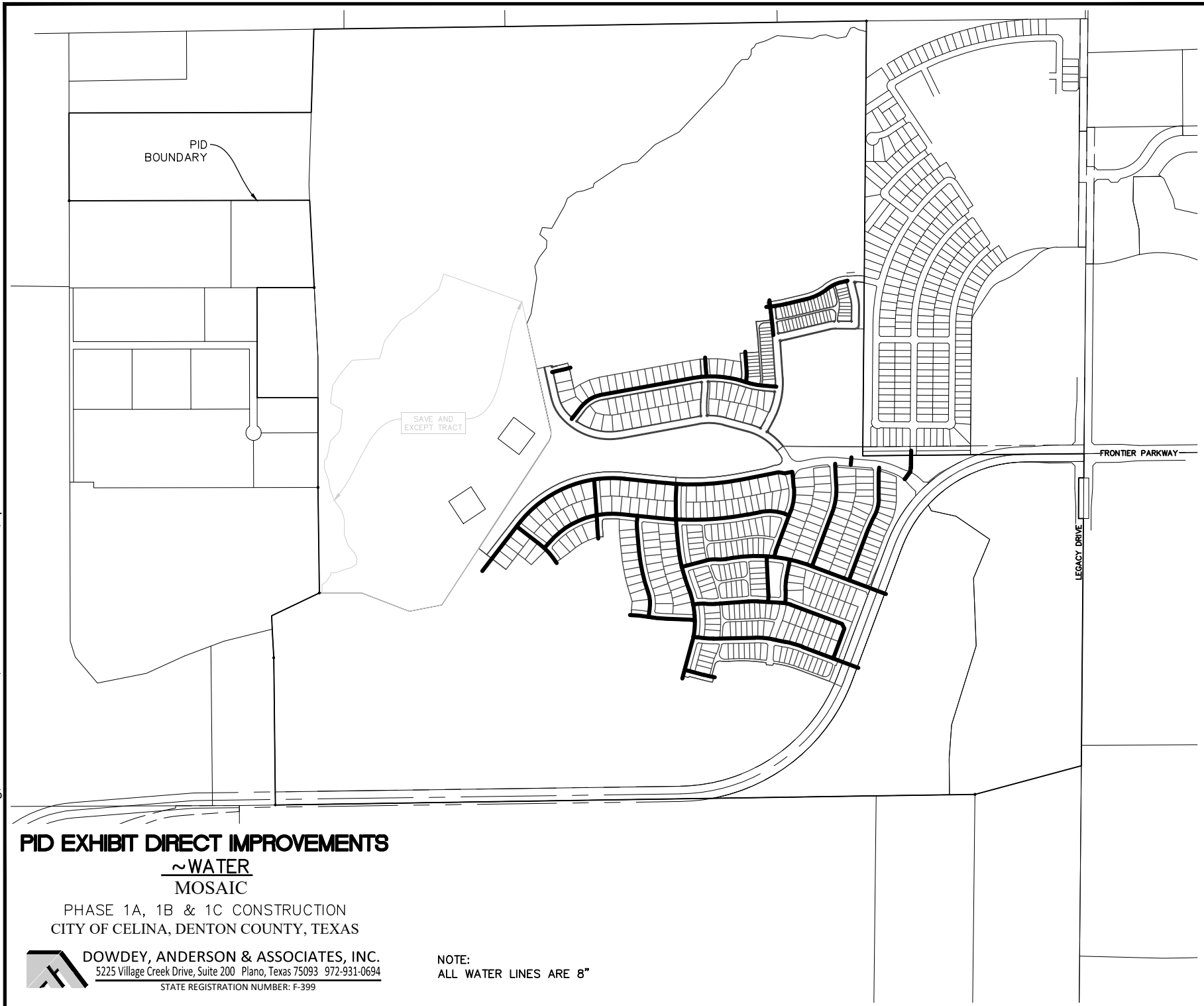
MOSAIC

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

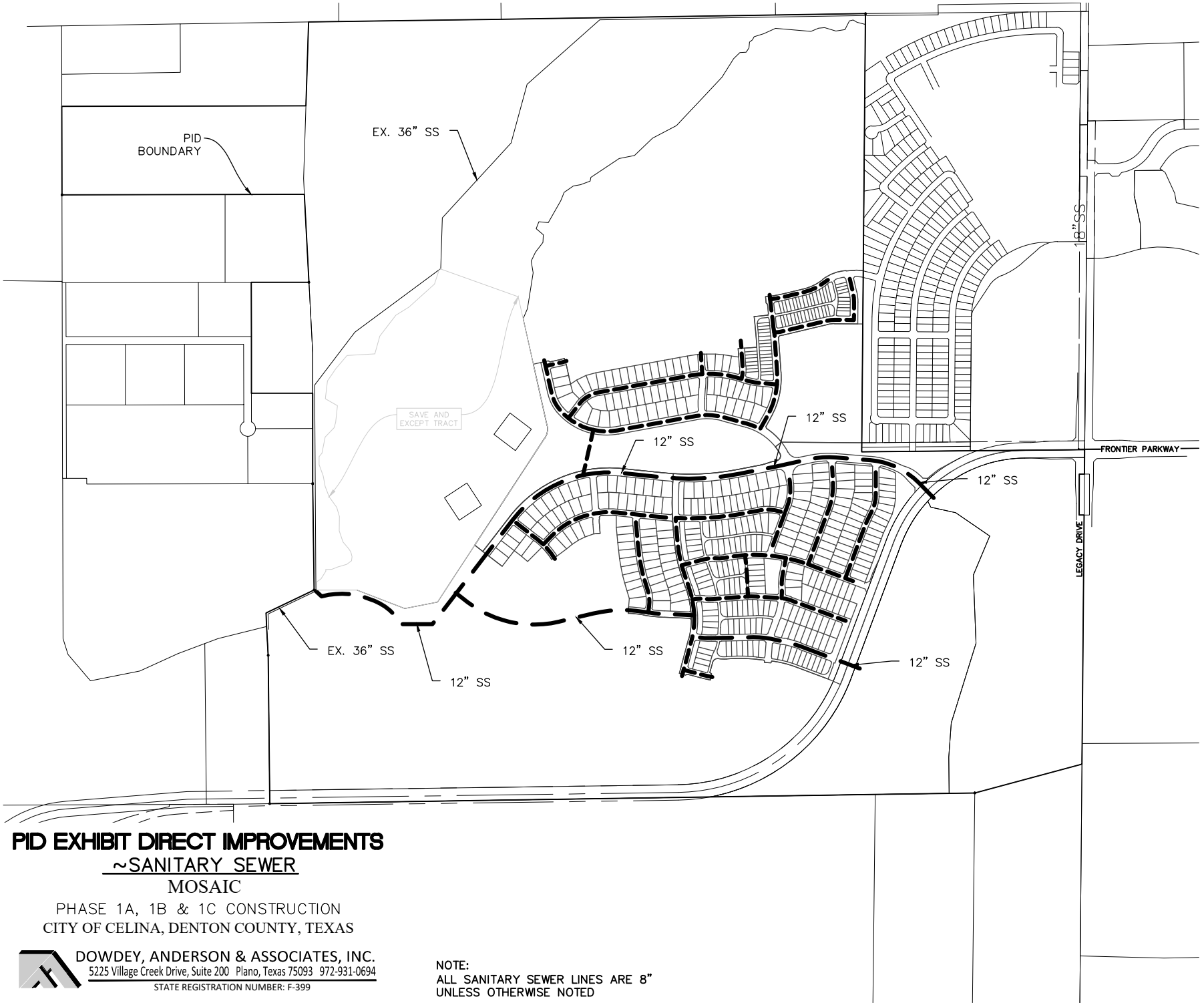
MOSAIC

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

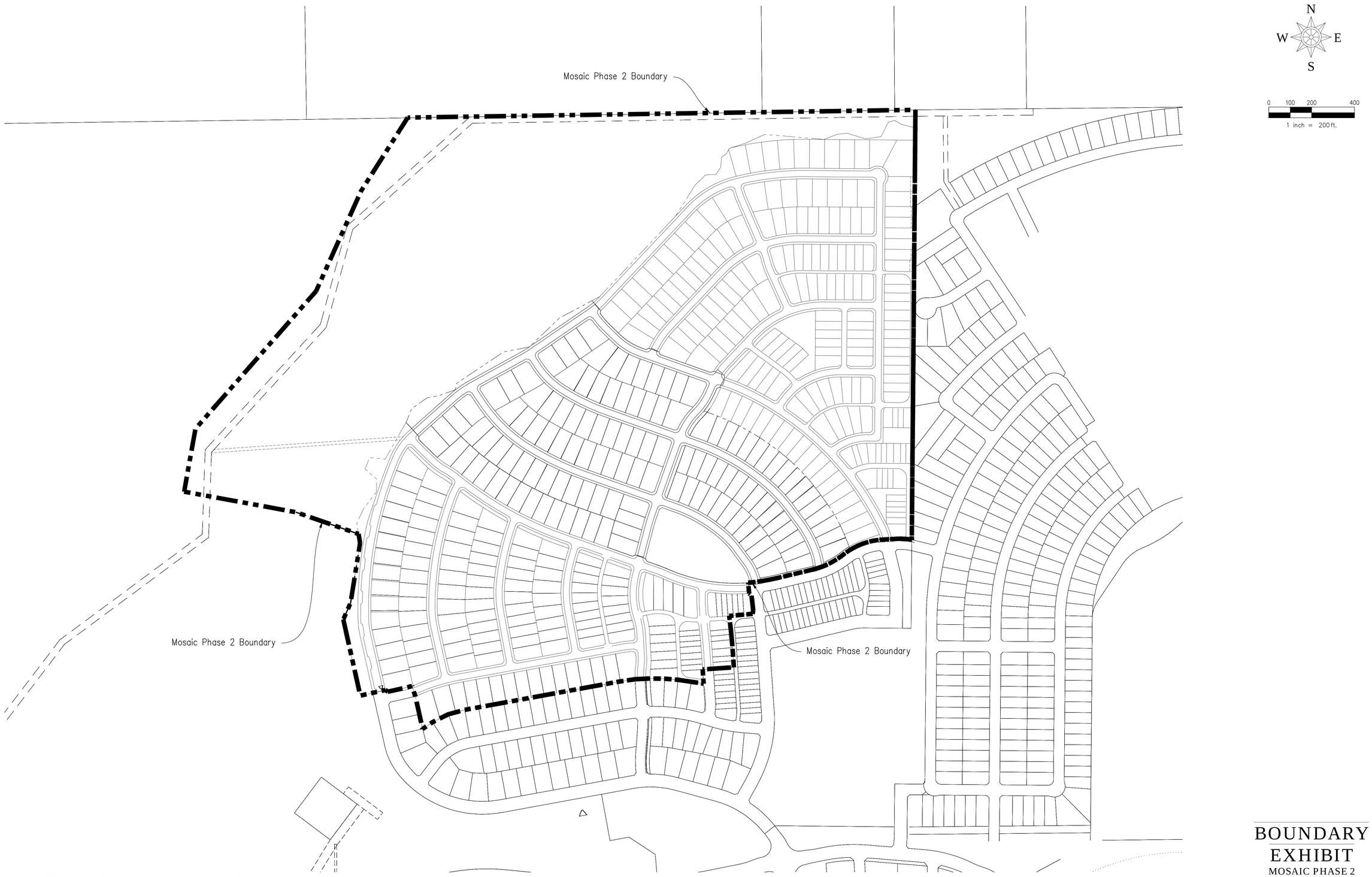
MOSAIC

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
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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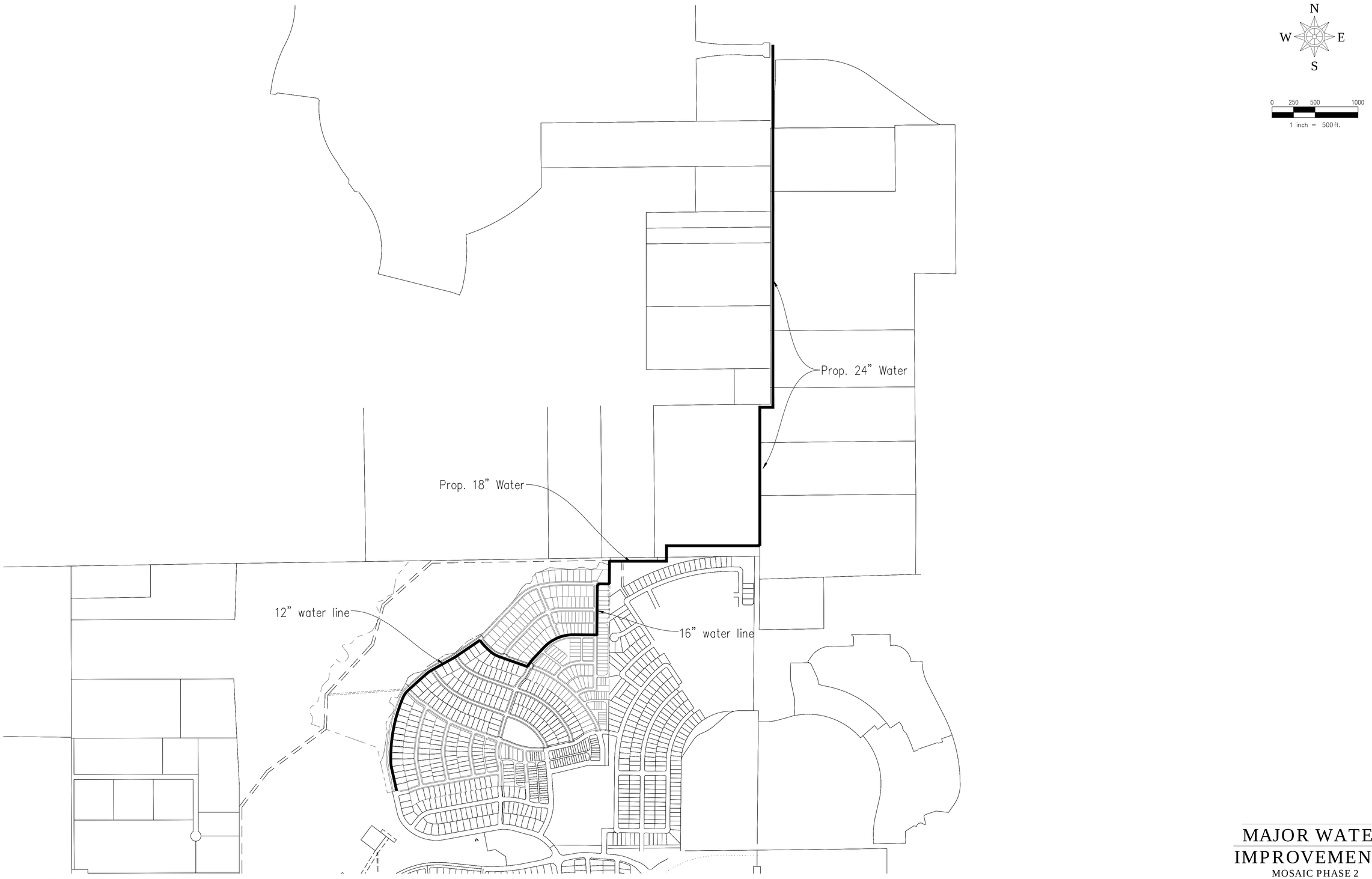

MAJOR WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

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1 inch = 200 ft.

DIRECT SEWER 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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Plotted by: andrea.alcantar Plot Date: 7/31/2024 5:24 PM



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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Plotted by: andrea.alcantar Plot Date: 7/31/2024 5:25 PM



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0 40 80 160
1 inch = 80 ft.

BOUNDARY EXHIBIT

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY,
TEXAS

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TBPE No F-2121 • TBLPS No. F-10043100 • www.spiarseng.com

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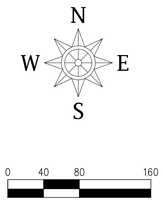
DIRECT SANITARY SEWER IMPROVEMENTS

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





DIRECT WATER 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

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DIRECT PAVING IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

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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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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	$62,020	$79,615	$0	$1,691,328
9/30/26	$1,085,763	$434,313	$63,260	$108,735	$0	$1,692,071
9/30/27	$1,086,300	$434,425	$64,526	$107,000	$0	$1,692,251
9/30/28	$1,086,313	$435,250	$65,816	$105,180	$0	$1,692,559
9/30/29	$1,086,800	$435,730	$67,132	$103,270	$0	$1,692,932
9/30/30	$1,086,719	$436,865	$68,475	$101,265	$0	$1,693,324
9/30/31	$1,087,069	$436,598	$69,845	$99,160	$0	$1,692,671
9/30/32	$1,087,361	$436,985	$71,241	$96,955	$0	$1,692,543
9/30/33	$1,087,783	$437,970	$72,666	$94,630	$0	$1,693,049
9/30/34	$1,088,281	$438,495	$74,120	$92,175	$0	$1,693,071
9/30/35	$1,089,806	$439,560	$75,602	$89,585	$0	$1,694,553
9/30/36	$1,090,255	$440,108	$77,114	$86,845	$0	$1,694,322
9/30/37	$1,090,628	$441,138	$78,656	$83,955	$0	$1,694,376
9/30/38	$1,091,873	$441,593	$80,229	$80,905	$0	$1,694,599
9/30/39	$1,092,888	$442,473	$81,834	$77,685	$0	$1,694,879
9/30/40	$1,093,621	$443,720	$83,471	$74,285	$0	$1,695,097
9/30/41	$1,095,023	$444,278	$85,140	$70,695	$0	$1,695,135
9/30/42	$1,095,989	$445,145	$86,843	$66,905	$0	$1,694,882
9/30/43	$1,097,469	$447,265	$88,580	$62,905	$0	$1,696,219
9/30/44	$1,099,360	$448,523	$90,351	$58,675	$0	$1,696,909
9/30/45	$1,101,160	$448,918	$92,158	$54,205	$0	$1,696,441
9/30/46	$1,102,925	$450,450	$94,002	$49,475	$0	$1,696,852
9/30/47	$1,104,545	$453,005	$95,882	$44,465	$0	$1,697,897
9/30/48	$1,106,910	$453,468	$97,799	$39,155	$0	$1,697,332
9/30/49	$1,109,855	$454,895	$99,755	$33,535	$0	$1,698,040
9/30/50	$1,112,215	$457,173	$101,750	$27,580	$0	$1,698,718
9/30/51	$1,114,880	$458,185	$103,785	$21,270	$0	$1,698,120
9/30/52	$1,117,685	$459,933	$105,861	$14,590	$0	$1,698,069
9/30/53	$1,121,465	$465,300	$107,978	$7,515	$0	$1,702,258
Total	**$32,888,804**	**$13,395,532**	**$2,456,894**	**$2,111,830**	**($1,092,123)**	**$49,760,938**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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-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	$192	$246	$0	$5,235
9/30/26	$3,361	$1,344	$196	$337	$0	$5,237
9/30/27	$3,362	$1,345	$200	$331	$0	$5,238
9/30/28	$3,362	$1,347	$204	$326	$0	$5,239
9/30/29	$3,364	$1,349	$208	$320	$0	$5,240
9/30/30	$3,364	$1,352	$212	$313	$0	$5,241
9/30/31	$3,365	$1,351	$216	$307	$0	$5,239
9/30/32	$3,366	$1,353	$221	$300	$0	$5,239
9/30/33	$3,367	$1,356	$225	$293	$0	$5,240
9/30/34	$3,368	$1,357	$229	$285	$0	$5,240
9/30/35	$3,373	$1,361	$234	$277	$0	$5,245
9/30/36	$3,375	$1,362	$239	$269	$0	$5,244
9/30/37	$3,376	$1,365	$243	$260	$0	$5,244
9/30/38	$3,380	$1,367	$248	$250	$0	$5,245
9/30/39	$3,383	$1,370	$253	$240	$0	$5,246
9/30/40	$3,385	$1,373	$258	$230	$0	$5,247
9/30/41	$3,389	$1,375	$264	$219	$0	$5,247
9/30/42	$3,392	$1,378	$269	$207	$0	$5,246
9/30/43	$3,397	$1,384	$274	$195	$0	$5,250
9/30/44	$3,403	$1,388	$280	$182	$0	$5,252
9/30/45	$3,408	$1,390	$285	$168	$0	$5,251
9/30/46	$3,414	$1,394	$291	$153	$0	$5,252
9/30/47	$3,419	$1,402	$297	$138	$0	$5,255
9/30/48	$3,426	$1,404	$303	$121	$0	$5,254
9/30/49	$3,435	$1,408	$309	$104	$0	$5,256
9/30/50	$3,443	$1,415	$315	$85	$0	$5,258
9/30/51	$3,451	$1,418	$321	$66	$0	$5,256
9/30/52	$3,459	$1,424	$328	$45	$0	$5,256
9/30/53	$3,471	$1,440	$334	$23	$0	$5,269
Total	**$98,327**	**$40,022**	**$7,270**	**$6,513**	**($3,380)**	**$148,753**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$161	$207	$0	$4,395
9/30/26	$2,822	$1,129	$164	$283	$0	$4,397
9/30/27	$2,823	$1,129	$168	$278	$0	$4,398
9/30/28	$2,823	$1,131	$171	$273	$0	$4,399
9/30/29	$2,824	$1,132	$174	$268	$0	$4,400
9/30/30	$2,824	$1,135	$178	$263	$0	$4,401
9/30/31	$2,825	$1,135	$182	$258	$0	$4,399
9/30/32	$2,826	$1,136	$185	$252	$0	$4,398
9/30/33	$2,827	$1,138	$189	$246	$0	$4,400
9/30/34	$2,828	$1,140	$193	$240	$0	$4,400
9/30/35	$2,832	$1,142	$196	$233	$0	$4,404
9/30/36	$2,833	$1,144	$200	$226	$0	$4,403
9/30/37	$2,834	$1,146	$204	$218	$0	$4,403
9/30/38	$2,838	$1,148	$208	$210	$0	$4,404
9/30/39	$2,840	$1,150	$213	$202	$0	$4,405
9/30/40	$2,842	$1,153	$217	$193	$0	$4,405
9/30/41	$2,846	$1,155	$221	$184	$0	$4,405
9/30/42	$2,848	$1,157	$226	$174	$0	$4,405
9/30/43	$2,852	$1,162	$230	$163	$0	$4,408
9/30/44	$2,857	$1,166	$235	$152	$0	$4,410
9/30/45	$2,862	$1,167	$239	$141	$0	$4,409
9/30/46	$2,866	$1,171	$244	$129	$0	$4,410
9/30/47	$2,870	$1,177	$249	$116	$0	$4,412
9/30/48	$2,877	$1,178	$254	$102	$0	$4,411
9/30/49	$2,884	$1,182	$259	$87	$0	$4,413
9/30/50	$2,890	$1,188	$264	$72	$0	$4,415
9/30/51	$2,897	$1,191	$270	$55	$0	$4,413
9/30/52	$2,905	$1,195	$275	$38	$0	$4,413
9/30/53	$2,914	$1,209	$281	$20	$0	$4,424
Total	**$82,555**	**$33,602**	**$6,104**	**$5,469**	**($2,838)**	**$124,893**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$152	$195	$0	$4,153
9/30/26	$2,666	$1,066	$155	$267	$0	$4,154
9/30/27	$2,667	$1,067	$158	$263	$0	$4,155
9/30/28	$2,667	$1,069	$162	$258	$0	$4,156
9/30/29	$2,668	$1,070	$165	$254	$0	$4,157
9/30/30	$2,668	$1,073	$168	$249	$0	$4,158
9/30/31	$2,669	$1,072	$171	$243	$0	$4,156
9/30/32	$2,670	$1,073	$175	$238	$0	$4,156
9/30/33	$2,671	$1,075	$178	$232	$0	$4,157
9/30/34	$2,672	$1,077	$182	$226	$0	$4,157
9/30/35	$2,676	$1,079	$186	$220	$0	$4,161
9/30/36	$2,677	$1,081	$189	$213	$0	$4,160
9/30/37	$2,678	$1,083	$193	$206	$0	$4,160
9/30/38	$2,681	$1,084	$197	$199	$0	$4,161
9/30/39	$2,683	$1,086	$201	$191	$0	$4,161
9/30/40	$2,685	$1,089	$205	$182	$0	$4,162
9/30/41	$2,689	$1,091	$209	$174	$0	$4,162
9/30/42	$2,691	$1,093	$213	$164	$0	$4,161
9/30/43	$2,695	$1,098	$217	$154	$0	$4,165
9/30/44	$2,699	$1,101	$222	$144	$0	$4,166
9/30/45	$2,704	$1,102	$226	$133	$0	$4,165
9/30/46	$2,708	$1,106	$231	$121	$0	$4,166
9/30/47	$2,712	$1,112	$235	$109	$0	$4,169
9/30/48	$2,718	$1,113	$240	$96	$0	$4,167
9/30/49	$2,725	$1,117	$245	$82	$0	$4,169
9/30/50	$2,731	$1,122	$250	$68	$0	$4,171
9/30/51	$2,737	$1,125	$255	$52	$0	$4,169
9/30/52	$2,744	$1,129	$260	$36	$0	$4,169
9/30/53	$2,753	$1,142	$265	$18	$0	$4,179
Total	**$77,996**	**$31,747**	**$5,767**	**$5,167**	**($2,681)**	**$117,996**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$113	$145	$0	$3,070
9/30/26	$1,971	$788	$115	$197	$0	$3,072
9/30/27	$1,972	$789	$117	$194	$0	$3,072
9/30/28	$1,972	$790	$119	$191	$0	$3,072
9/30/29	$1,973	$791	$122	$187	$0	$3,073
9/30/30	$1,973	$793	$124	$184	$0	$3,074
9/30/31	$1,973	$793	$127	$180	$0	$3,073
9/30/32	$1,974	$793	$129	$176	$0	$3,072
9/30/33	$1,975	$795	$132	$172	$0	$3,073
9/30/34	$1,976	$796	$135	$167	$0	$3,073
9/30/35	$1,978	$798	$137	$163	$0	$3,076
9/30/36	$1,979	$799	$140	$158	$0	$3,076
9/30/37	$1,980	$801	$143	$152	$0	$3,076
9/30/38	$1,982	$802	$146	$147	$0	$3,076
9/30/39	$1,984	$803	$149	$141	$0	$3,077
9/30/40	$1,985	$805	$152	$135	$0	$3,077
9/30/41	$1,988	$806	$155	$128	$0	$3,077
9/30/42	$1,989	$808	$158	$121	$0	$3,077
9/30/43	$1,992	$812	$161	$114	$0	$3,079
9/30/44	$1,996	$814	$164	$107	$0	$3,080
9/30/45	$1,999	$815	$167	$98	$0	$3,079
9/30/46	$2,002	$818	$171	$90	$0	$3,080
9/30/47	$2,005	$822	$174	$81	$0	$3,082
9/30/48	$2,009	$823	$178	$71	$0	$3,081
9/30/49	$2,015	$826	$181	$61	$0	$3,082
9/30/50	$2,019	$830	$185	$50	$0	$3,084
9/30/51	$2,024	$832	$188	$39	$0	$3,083
9/30/52	$2,029	$835	$192	$26	$0	$3,082
9/30/53	$2,036	$845	$196	$14	$0	$3,090
Total	**$57,666**	**$23,472**	**$4,264**	**$3,820**	**($1,982)**	**$87,238**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$90	$115	$0	$2,454
9/30/26	$1,575	$630	$92	$158	$0	$2,455
9/30/27	$1,576	$630	$94	$155	$0	$2,455
9/30/28	$1,576	$631	$95	$153	$0	$2,455
9/30/29	$1,577	$632	$97	$150	$0	$2,456
9/30/30	$1,576	$634	$99	$147	$0	$2,456
9/30/31	$1,577	$633	$101	$144	$0	$2,455
9/30/32	$1,577	$634	$103	$141	$0	$2,455
9/30/33	$1,578	$635	$105	$137	$0	$2,456
9/30/34	$1,579	$636	$108	$134	$0	$2,456
9/30/35	$1,581	$638	$110	$130	$0	$2,458
9/30/36	$1,582	$638	$112	$126	$0	$2,458
9/30/37	$1,582	$640	$114	$122	$0	$2,458
9/30/38	$1,584	$641	$116	$117	$0	$2,458
9/30/39	$1,585	$642	$119	$113	$0	$2,459
9/30/40	$1,586	$644	$121	$108	$0	$2,459
9/30/41	$1,588	$644	$124	$103	$0	$2,459
9/30/42	$1,590	$646	$126	$97	$0	$2,459
9/30/43	$1,592	$649	$128	$91	$0	$2,461
9/30/44	$1,595	$651	$131	$85	$0	$2,462
9/30/45	$1,597	$651	$134	$79	$0	$2,461
9/30/46	$1,600	$653	$136	$72	$0	$2,462
9/30/47	$1,602	$657	$139	$65	$0	$2,463
9/30/48	$1,606	$658	$142	$57	$0	$2,462
9/30/49	$1,610	$660	$145	$49	$0	$2,463
9/30/50	$1,613	$663	$148	$40	$0	$2,464
9/30/51	$1,617	$665	$151	$31	$0	$2,463
9/30/52	$1,621	$667	$154	$21	$0	$2,463
9/30/53	$1,627	$675	$157	$11	$0	$2,469
Total	**$46,083**	**$18,757**	**$3,407**	**$3,053**	**($1,584)**	**$69,716**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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
IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix H-1
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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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**

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:	November 12, 2024
Re:	FY25 Water Meter Purchase and Fees

Action Requested:
Consider and act to authorize the purchase of Sensus water meters and accessories from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,570,213.68. (Figueroa)

Background Information:
Staff standardized the water meters and system with Sensus meters on September 17, 2013. Each year, staff works with the vendor to obtain guaranteed pricing for meters. The meters are guaranteed for one year, from October 1, 2024, to September 30, 2025.

The Sensus meters are considered sole source. The meters are only available through one vendor and work with the meter reading software. The Sensus advanced metering infrastructure (AMI) system incurs standard fees for support, cloud data collection, integration into billing software for analytics, and base station support and repair. Water meters are used on a daily basis to provide sound infrastructure by providing new meters for all new residential and commercial buildings and replacement meters. The Water Division of Public Works will have the primary responsibility for purchasing meters. Authorizing the purchase will allow staff to order required items as needed, resulting in increased productivity and efficiency.

Legal Review:
N/A

Supporting Documents:
1. Celina Blanket Quote Meters Expires 093025
2. Celina Blanket Quote Meters 032124

3. Celina - Quote Annual Fees FY 2025 102524
4. AMI Technology Support Overview
5. Presentation - Water Meter Purchase FY 25

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

Staff Recommendation:
Staff recommeds approval.

Sales Quote

September 30, 2024

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for:	City of Celina
Attention:	Andrew Figueroa
Address:	142 N. Ohio St
City, State, ZIP:	Celina, TX 75009
Phone:	972-382-3176
Email:	AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$154.48
	3/4"S SRII METER TRPL	$196.75
	1" SRII METER TRPL	$250.76
	1.5" OMNI R2 METER TRPL	$566.27
	2" OMNI R2 METER TRPL	$842.20
	1.5" OMNI C2 METER TRPL	$1,328.43
	2" OMNI C2 METER TRPL	$1,532.80
	3" OMNI C2 METER TRPL	$1,941.56
	MXU 520M SINGLE PORT	$155.23
	MXU 520M DUAL PORT	$181.02

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid until 09/30/2025. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
3. Freight allowed on complete single orders exceeding $80,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.
7. All meters quoted less touch-pad/housings.

1. DEFINITIONS. “Customer” means the party purchasing goods or services pursuant to these Terms of Sale (“Terms”). “Aqua-Metric” means Aqua-Metric Sales Company, a subsidiary of Thirkettle Corporation. “Deliverables” and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. CONTRACT OF SALE. All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the “Proposal”), all of which are subject to the correction of clerical errors. A Customer’s purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer’s request for quotation or purchase order (collectively, “Additional Terms”) are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. PROPOSALS AND QUOTATIONS. Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer’s suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric’s suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.
4. INVOICES. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. ANNUAL SUBSCRIPTION SERVICES. Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer’s product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writhing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. TAXES. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. TITLE. Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. PACKAGING. Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. SHIPPING AND HANDLING. All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. FREIGHT. Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload (“LTL”) freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. FREIGHT ALLOWANCE. Single Sensus product orders exceeding $80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. AMENDMENTS OR CANCELLATIONS. Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. RETURNS. No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return shipments must be returned within six (6) months of the delivery date, in “like-new” condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Client will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Client will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. RESTOCKING FEE. Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. OBSOLESCENCE. Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. WARRANTIES.

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.

18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.

18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.

A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.

B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.

C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.

D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".

E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.

F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.

G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.

19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.

20. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aqua-metric.com; rma-socal@aqua-metric.com; rma-texas@aqua-metric.com; or rma-louisiana@aqua-metric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.

21. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.

22. LIMITATION OF LIABILITY.

22.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.

22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

22.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent

permitted by law, Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.

23. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a “Claim”): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer’s failure to comply with applicable law; and (iii) relating to or arising out of Customer’s breach of its confidentiality obligations hereunder.
24. CONFIDENTIAL INFORMATION. Each party shall hold the other party’s Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party’s Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party’s Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
25. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer’s rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
26. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance (“Disputes”) shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Texas.
27. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer’s business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
28. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
29. NON-WAIVER. Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Sales Quote

September 30, 2024

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Quote for:	City of Celina
Attention:	Andrew Figueroa
Address:	142 N. Ohio St
City, State, ZIP:	Celina, TX 75009
Phone:	972-382-3176
Email:	AFigueroa@celina-tx.gov

Quantity	Description	Unit Price
	1.5" OMNI T2 METER TRPL	$1,038.78
	2" OMNI T2 METER TRPL	$1,232.17
	3" OMNI T2 METER TRPL	$1,535.48
	4" OMNI T2 METER TRPL	$2,989.23
	6" OMNI T2 METER TRPL	$5,381.62
	8" OMNI T2 METER TRPL	$9,132.95
	10" OMNI T2 METER TRPL	$11,907.52
	4" OMNI C2 METER TRPL	$3,853.20
	6" OMNI C2 METER TRPL	$6,655.51
	8" OMNI C2 METER TRPL	$10,751.46
	10" OMNI C2 METER TRPL	$13,872.85
	4" OMNI F2 METER TRPL	$8,554.26
	6" OMNI F2 METER TRPL	$11,384.97
	8" OMNI F2 METER TRPL	$18,067.55
	10" OMNI F2 METER TRPL	$24,380.62
	3" OMNI H2 METER TRPL W/TRPL CABLE AND COUPLINGS	$1,981.49
	SRII REGISTER TRPL	$83.28
	OMNI R2/T2/C2 REGISTER TRPL	$451.06
	MXU PART - PIT LID HOUSING #85B	$34.74
	MXU PART - TRPL ADAPTER #85C	$0.82
	MXU PART - BOOT #85D	$6.17
	MXU PART - PIT LOCKING NUT #85E	$7.54
	MXU PART - BOOT LOCKING CLIP #85F	$3.42
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.55
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$49.26
	SRII CABLE 6'	$20.12

Total

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale located on our website.
2. Quote is valid until 09/30/25. If modifications in materials, labor, or processing are required to meet new regulations, the pricing submitted herein is subject to immediate change.
3. Freight allowed on complete single orders exceeding $80,000.00.

Aqua-Metric Sales Company
Kelsey VanCleave
16914 Alamo Parkway, Bldg. 2 | Selma, TX 78154
Phone: (210) 967-6300 | Fax: (210) 967-6305

Sales Quote

September 30, 2024

Quote for:	City of Celina
Attention:	Andrew Figueroa
Address:	142 N. Ohio St
City, State, ZIP:	Celina, TX 75009
Phone:	972-382-3176
Email:	AFigueroa@celina-tx.gov

Quantity	Description	Unit Price

4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are not included.
7. All meters quoted less touch-pad/housings.

1. DEFINITIONS. “Customer” means the party purchasing goods or services pursuant to these Terms of Sale (“Terms”). “Aqua-Metric” means Aqua-Metric Sales Company, a subsidiary of Thirkettle Corporation. “Deliverables” and "Products" means the goods and/or services sold or otherwise provided pursuant to this Agreement. "Manufacturer" refers to Sensus Inc. unless otherwise stated. Software licenses are provided solely through a separate software license agreement.
2. CONTRACT OF SALE. All Deliverables offered for sale are subject to the prices and other terms specified in (i) an applicable Aqua-Metric quotation or proposal and (ii) the Terms defined herein (collectively, the “Proposal”), all of which are subject to the correction of clerical errors. A Customer’s purchase order or similar writing shall constitute an acceptance of the offer to sell; however, any inconsistent, additional or different terms to the Proposal contained in a Customer’s request for quotation or purchase order (collectively, “Additional Terms”) are hereby objected to and rejected by Aqua-Metric. Such Additional Terms will not become part of the contract of sale unless accepted by Aqua-Metric in a writing.
3. PROPOSALS AND QUOTATIONS. Proposals and quotations are inclusive of only the Deliverables included in a formal Aqua-Metric quotation form. Proposals and quotations will remain valid for a period of thirty (30) days unless otherwise noted. All pricing is subject to changes based on the manufacturer’s suggested retail price. Aqua-Metric reserves the right to apply a price adjustment to all quotes or orders received and not delivered to the Customer as a result of economic price increase or decrease in cost of raw materials, labor, or transport at the time imposed by Aqua-Metric’s suppliers. Any incidental product, materials, and/or labor required but not included will be subject to additional costs to the Customer. AQUA-METRIC MAKES NO GUARANTEE, EITHER EXPRESSED OR IMPLIED, THAT PROPOSAL OR QUOTED PRICING IS ALL INCLUSIVE.
4. INVOICES. Unless otherwise agreed upon in writing between Aqua-Metric and Customer, Aqua-Metric shall invoice Customer for 1) product(s) shipped within fifteen (15) days of shipment; 2) software within fifteen (15) after successful installation of software on Customer owned device(s); 3) implementation and support services within fifteen (15) days of completion of service; or 4) annual subscription services as defined in Section 6 within fifteen (15) days of successful installation and not less than thirty (30) days in advance of subscription anniversary date.
5. ANNUAL SUBSCRIPTION SERVICES. Annual Subscriptions Services are defined as recurring fees or cost of services required to operate, maintain, or support Customer’s product and/or software; including but not limited to Aqua-Metric Annual Support, Software-as-a-Service, Server/Data Hosting, or any fee requiring a recurring commitment. Unless otherwise agreed upon in writhing between Aqua-Metric and Customer, annual subscription services will automatically renew upon the anniversary date of the first invoice containing annual subscription services and each subsequent year annually thereafter unless canceled by Customer in writing prior to sixty (60) days of subscription renewal. Annual subscription services will be subject to an automatic annual increase of three percent (3%) of the previous installment.
6. TAXES. All prices quoted are exclusive of federal, state and municipal taxes. Customer shall be liable for all sales, use, and other taxes (whether local, state or federal) imposed on this Agreement or on the Deliverables. If Customer is exempt from tax, Customer is required to provide a tax exemption form prior to invoicing.
7. PAYMENT TERMS. Customer shall pay all undisputed invoices in US Dollars within thirty (30) days of the invoice date. Aqua-Metric reserves the right to establish credit limits for Customer and may require full or partial payment prior to provisioning of any Deliverables. All payments shall be made via credit card (VISA or MasterCard), check or electronic payment according to instructions provided by Aqua-Metric. The Customer must notify Aqua-Metric, in writing, within seven (7) days of receipt of an invoice if the Customer disputes such invoice. In the absence of such notice the Customer shall not be entitled to dispute an invoice. Save for any invoices disputed in good faith in accordance with the previous sentence, if the Customer does not pay within the time allotted in this Agreement, the amount due shall bear interest at the lower of (i) one percent (1%) per calendar day past due; or (ii) the highest rate permitted by applicable law. Should Customer become delinquent in payment of sums due hereunder, Aqua-Metric shall not be obligated to continue performance.
8. TITLE. Unless agreed upon in writing between Aqua-Metric and Customer, Customer shall assume title of deliverables from the date and time of product(s) shipment.
9. PACKAGING. Aqua-Metric reserves the right to select the manner in which Deliverables are packaged. Quoted prices include standard packaging. Special requirements for packaging will be subject to additional charges.
10. SHIPPING AND HANDLING. All stock Products and Materials will be shipped Freight on Board (FOB) Destination. Aqua-Metric will ship all Products on prepaid ground transportation. Expedited shipments, such as Next Day or Second Day, will be at the Customers expense unless otherwise agreed upon by Aqua-Metric. All applicable Shipping and Handling charges will be included with the final invoice to the Customer. Aqua-Metric does not guarantee and therefore will not be liable for any delays in shipment.
11. FREIGHT. Aqua-Metric shall ship oversized Product(s) or bulk orders on standard Less-Than-Truckload (“LTL”) freight carriers when applicable. The Customer is required to provide the necessary equipment required (i.e. loading dock, fork lift, pallet jack, etc.) to unload the shipment upon arrival. If the Customer does not have access to equipment necessary to unload the Product(s), Customer must inform Aqua-Metric in advance and prior to shipment. Customer will be responsible for any additional cost(s) or fee(s) incurred for special handling requirements.
12. FREIGHT ALLOWANCE. Single Sensus product orders exceeding $80,000 will be shipped FOB Freight Allowed unless otherwise specified and agreed upon in writing. Freight allowance is only applicable to single orders shipped complete. Partial shipments must be specified in writing at the time of order placement. Aqua-Metric reserves the right to refuse freight allowance and/or bill partial freight costs on final invoice.
13. LOSS OR DAMAGE CLAIMS. The Customer is responsible for reporting lost or damaged deliverables as a result of improper packaging and/or handling to Aqua-Metric within fifteen (15) business days. Claims will become void if made more than fifteen (15) business days after the product has left Aqua-Metric facilities. Damaged product(s) will be returned to Aqua-Metric for inspection. Aqua-Metric reserves the right to repair or replace product(s) damaged in shipment.
14. AMENDMENTS OR CANCELLATIONS. Orders submitted to Aqua-Metric must be canceled or amended by Customer prior to the shipment of Deliverables. Aqua-Metric reserves the right to invoice shipping charges for orders cancelled after deliverables shipped.
15. RETURNS. No product(s) may be returned for refund without the prior written authorization of Aqua-Metric. Aqua-Metric reserves the right to refund the cost of deliverables less a restocking fee and/or shipping and handling charges upon receipt of return product. Refunds will be processed and issued within thirty (30) days from the receipt of the returned product(s). Authorized return shipments must be returned within six (6) months of the delivery date, in “like-new” condition to Aqua-Metric's designated receiving point, must be shipped in original or suitable packaging, must be accompanied by a packing slip, including Aqua-Metric's return authorization number, and must have transportation charges prepaid. All returned product(s) will be inspected upon delivery for any indication of use or damage. Client will be responsible for returning the product(s) to Aqua-Metric's designated distribution warehouse and any cost(s) incurred to repackage and/or shipping carrier fees. Client will be responsible for any damages incurred during shipment. Aqua-Metric reserves the right to refuse product(s) which have been installed, used, or otherwise returned in any condition other than new. Aqua-Metric reserves the right to deduct an adequate service charge to cover all inspection, testing and handling from any refund.
16. RESTOCKING FEE. Return Product(s) are subject to a twenty-five percent (25%) restocking fee and special order Product(s), including but not limited to: meter reading equipment, infrastructure, ActPaks, or any Product(s) requiring a unique configuration, are subject to fifty percent (50%) restocking fee. Due to the custom configuration of electric meters, all electric meter sales are final.
17. OBSOLESCENCE. Aqua-Metric shall not be held liable for planned or unplanned obsolescence of product(s), parts, or software discontinued by any manufacturer.
18. WARRANTIES.

18.1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED BY AQUA-METRIC ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

18.2. Aqua-Metric warrants that the services provided by Aqua-Metric will be performed in a professional and workmanlike manner with a degree of care, skill and competence that is consistent with the then generally accepted industry standards reasonably expected of similar types of engagements and the deliverables will substantially conform to the deliverables specified in the applicable purchase agreement.

18.3. Standard Manufacturer Warranty. Standard manufacturer product warranties shall apply to all product(s) furnished under this Agreement. Aqua-Metric and/or their supplier agrees to provide a repaired or replacement product of equal value and as provisioned within the manufacturer warranty terms.

18.4. Meter Services Warranty. Aqua-Metric warrants the quality of workmanship and services provided herein to be reasonably free from defects within twenty-four linear inches of the meter connection for a period of thirty (30) days from the date of meter exchange.

A. Meter Services Warranty is only applicable to the services rendered during the time of meter exchange and only applicable if the failure is reasonably evident of a faulty meter exchange service provided by Aqua-Metric or its subcontractor.

B. Aqua-Metric does not warrant defective product(s) or material(s) (including but not limited to piping, fittings risers, setters, curb stops, meter boxes, or similar) used to complete the meter exchange service. Such products will be subject to any applicable product warranty guidelines as provided by Aqua-Metric's suppliers.

C. Aqua-Metric does not warrant pre-existing conditions; service line damage(s) resulting from non-approved materials or the service line is not up to code compliance; or damage(s) due to age or instability of galvanized lines on either the distribution or consumer side.

D. Meter Services Warranty does not include defects as a result of tampering, vandalism, negligence, "Acts-of-God".

E. The Customer shall notify Aqua-Metric of any warrantable concern(s) within five (5) days of Customer becoming aware of suspect failure.

F. The Customer acknowledges Aqua-Metric is unable to determine pre-existing plumbing conditions, including but not limited to pipe condition, debris or hard water buildup in plumbing lines, unstable or faulty plumbing connections or plumbing fixtures, or water pressure, etc. Due to the unknown condition(s), Aqua-Metric does not warrant against damage(s) or defect(s) to plumbing, household fixtures, water heaters, water softening or filtration systems, sloan valves, appliances, water pressure, or other related appurtenances which rely on the utility services provided by the Customer.

G. Aqua-Metric reserves the right to inspect the project worksite prior to performing any work to determine the best course of action to correct the warranty concern. If such inspection is not indicative of Aqua-Metric or its contractor's faulty workmanship, Aqua-Metric, at its sole discretion, may invoice the Customer for any time and expense incurred to inspect the worksite. Aqua-Metric will not be held responsible for any unauthorized repair(s) performed by the Customer, Customer's resident or business customer, or any third-party repair company.

19. LIMITATIONS. Unless otherwise expressly provided herein, neither Aqua-Metric nor any of its service providers, licensors, employees or agents warrant that the operation of the Services will be uninterrupted or error free. Aqua-Metric will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services.

20. RETURN MATERIAL AUTHORIZATION. Product(s) returned for Warranty within the limitations defined by the Manufacturer will be returned directly to the Manufacturer unless otherwise instructed by Aqua-Metric. Customer shall submit a list of defective items with Serial Numbers and or Identification Numbers required to identify the product in an Excel format to rma-norcal@aqua-metric.com; rma-socal@aqua-metric.com; rma-texas@aqua-metric.com; or rma-louisiana@aqua-metric.com. Aqua-Metric will generate a Return Material Authorization form for the Customer to include with the Product(s) shipment to the Manufacturer. Customer will be responsible for any cost(s) incurred to return the Product(s) to the Manufacturer for warranty concerns.

21. FORCE MAJEURE. If Aqua-Metric becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. "Force Majeure" means an event beyond the reasonable control of Aqua-Metric, including without limit acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, immigration, unavailability or delay of component parts of any Deliverables provided hereunder, acts of public enemies, border disputes, border disruptions, delivery vehicle impound, wars, blockades, insurrections, riots, pandemics, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosions.

22. LIMITATION OF LIABILITY.

22.1. AQUA-METRIC'S AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS AGREEMENT, ITS NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO AQUA-METRIC UNDER THIS AGREEMENT. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE, OR OTHERWISE.

22.2. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, AQUA-METRIC'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. AQUA-METRIC SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER OR ITS AFFILIATES FROM ANY END USER IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE, INCLUDING REVENUE LOST FROM THIRD PARTIES, PERSONS, OR ENTITIES, SUCH AS BILLS FOR ELECTRICITY, LIGHTING, GAS, OR WATER CONSUMPTION; NOR (III) ANY IN/OUT COSTS; NOR (IV) CLAIMS MADE BY A THIRD PARTY; NOR (V) MANUAL METER READ COSTS AND EXPENSES. "IN/OUT COSTS" MEANS ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN TRANSPORTING GOODS BETWEEN ITS WAREHOUSE AND ITS END USER'S PREMISES AND ANY COSTS AND EXPENSES INCURRED BY CUSTOMER IN INSTALLING, UNINSTALLING AND REMOVING GOODS. "END USER" MEANS ANY END USER OF ELECTRICITY/WATER/GAS THAT PAYS CUSTOMER FOR THE CONSUMPTION OF ELECTRICITY/WATER/GAS, AS APPLICABLE.

22.3. The limitations on liability set forth in this Agreement are fundamental inducements to Aqua-Metric entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Aqua-Metric the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted by Customer against Aqua-Metric more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable. If Customer is not the sole end user and ultimate owner of the Deliverables, then Customer shall ensure by its contract with the end user and ultimate owner (collectively, "Owner") that Aqua-Metric is given the benefit of the exclusions and limitations set out in these Terms. To the maximum extent

permitted by law, Customer agrees to indemnify, defend, and hold harmless Aqua-Metric from and against all Losses (defined below) alleged by any Owner to the extent that Aqua-Metric would not be liable to Customer under these Terms if the claim had been made by Customer.

23. INDEMNIFICATION. To the maximum extent permitted by law, Customer agrees to defend, indemnify and hold Aqua-Metric harmless from any and all losses, costs, fines, penalties, damages and other amounts (including reasonable attorney fees) incurred by, assessed against or imposed on Aqua-Metric arising from or in connection with any and all third party suits, claims, actions or demands (a “Claim”): (i) for personal injuries, death or damage to tangible personal and real property caused by the negligence or willful misconduct of Customer, its employees, contractors or agents other than Aqua-Metric; (ii) relating to or arising out of Customer’s failure to comply with applicable law; and (iii) relating to or arising out of Customer’s breach of its confidentiality obligations hereunder.
24. CONFIDENTIAL INFORMATION. Each party shall hold the other party’s Confidential Information in confidence and shall not disclose such Confidential Information to third parties other than to consultants or contractors, subject to similar terms of confidentiality, when disclosure is necessary for the purposes set forth herein, nor use the other party’s Confidential Information for any purpose other than the purposes set forth under this Agreement. The foregoing restrictions on disclosure shall not apply to information which is: (i) already known by the recipient, (ii) becomes, through no act or fault of the recipient, publicly known, (iii) received by recipient from a third party without a restriction on disclosure or use, (iv) independently developed by recipient without reference to the other party’s Confidential Information, or (v) is a public record under applicable laws, subject to the terms of this Section. The Customer will maintain the confidentiality of all Aqua-Metric Confidential Information, and Aqua-Metric will maintain the confidentiality of all Customer Confidential Information, with each party taking all reasonable precautions to protect the same, at a minimum taking those precautions used to protect its own Confidential Information from unauthorized use or disclosure.
25. ASSIGNMENT. Customer may not assign, transfer or delegate this Agreement or any part of Customer’s rights or duties without prior written consent of Aqua-Metric. Any attempted assignment in violation of this section shall be null and void.
26. GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of law principles. Any and all disputes arising under, out of, or in relation to this Agreement or its performance (“Disputes”) shall first be resolved by the Parties attempting mediation in Texas. If the Dispute is not resolved within sixty (60) days of the commencement of the mediation, it shall be litigated in the state or federal courts located in the State of Texas.
27. COMPLIANCE WITH LAWS. Customer shall comply with all applicable laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action or permit the taking of any action by a third party, which may render Aqua-Metric liable for a violation of applicable laws. Customer will perform its obligations under this Agreement in a manner that complies with all Laws applicable to Customer’s business, activities, and facilities. "Laws" shall include and refer to any and all federal (national), state, provincial, municipal or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, and any and all directives of regional legislative and regulatory bodies and implementing legislation, as well as rules and regulations of any self-regulatory organization by which any party may be bound.
28. SEVERABILITY. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
29. NON-WAIVER. Failure or delay of Aqua-Metric to exercise a right or power under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of a right or power preclude any other future exercise thereof.

Sales Quote

Aqua-Metric Sales Company
16914 Alamo Parkway, Building 2 | Selma, TX 78154
Phone: (210) 967-6300 | Facsimile: (210) 967-6305

October 25, 2024

Quote for: City of Celina
Attention:
Address:
City, State, ZIP:
Phone:
Email:

Quantity	Description	Unit Price	Line Total
	Year Five, 12/16/2024 - 12/15/2025		
1	Annual RNI SaaS Fee	$15,534.83	$15,534.83
1	Annual Sensus Analytics Enhanced SaaS Fee	$12,156.90	$12,156.90
1	Annual Customer Portal Core	$7,034.43	$7,034.43
1	Annual Customer Portal Unlimited Text Message Block for 1,500 Users	$253.24	$253.24
2	Annual VAR & Basestation Support	$11,255.09	$22,510.18
1	Annual Customer Portal VAR Support	$4,924.10	$4,924.10

Subtotal	$62,413.68
Shipping & Handling	
Sales Tax	
Total	**$62,413.68**

This quote for the product and services named above is subject to the following terms:

1. All quotes are subject to the Aqua-Metric Terms of Sale.
2. Quote is valid for thirty days.
3. Freight allowed on single orders exceeding $10,000.00.
4. Net Thirty Days to Pay
5. Returned product may be subject to a 25% restocking fee.
6. Sales Tax and/or Freight charges are approximated and may vary on final invoice.



Aqua Metric has served the utility sector for over two decades by providing innovative solutions that enhance and maximize utility efficiency. Our group of highly dedicated individuals provide the knowledge, integrity and insight required to design, implement, and support efficient and reliable

Utility Resource Management Solutions.

Aqua Metric has a rich history of delivering automated technologies to more than 180 Utility Partners.



The success of any automated system is largely dependent on the knowledge and proficiency of technical support. As an integration specialist, Aqua Metric offers strategic project management throughout design inception, implementation, installation and support to facilitate clear communication between hardware, software, applications and assets within your network.

As a Sensus Certified Value Added Reseller (VAR), Aqua Metric's local Technology Department delivers best-in-class support to each of our clients ensuring that your automated system operates at the highest possible level of efficiency. From the conceptualization and initial installation through project closure and beyond, Aqua Metric works with each client to provide the technical support required for optimal system operation.

Aqua Metric

California | Nevada | Texas | Louisiana | Hawaii

Aqua Metric

California | Nevada | Texas | Louisiana | Hawaii

In addition to the Sensus Software Maintenance Program, Aqua Metric's Value Added Services provide remote and on-site assistance with implementation, integration, maintenance, troubleshooting and diagnosis, software patches and updates. Your Utility will have peace of mind knowing that Aqua Metric and Sensus technical support professionals are available to help design, implement, maintain and support your automated technology throughout the systems life cycle.

Sensus Infrastructure Maintenance and Support

Sensus FlexNet™ Infrastructure Extended Warranty

- Firmware Maintenance / Upgrades
- Remote Diagnostics of Operational Issues
- Repair or Replace Defective Parts or Units
- Discounted Field Installation Services

Sensus FlexNet™ Software Maintenance

Licensed and Software-as-a-Service Models

- FCC Spectrum License Renewals
- Telephone Support
- Remote Diagnostics of Software Problems
- Software Updates
- AutoRead Annual Support (If Applicable)
- Loaner Programming Equipment

Software-as-a-Service Model Only

- Daily Backup
- Data Replication to a Disaster Recovery Site
- Anti-Virus and Malware Subscription and Scanning
- Operating System Support, Troubleshooting, Security Patching and Upgrades
- Linux Red Hat, Microsoft Windows Server, Microsoft SQL Server and Oracle Ongoing Maintenance
- Hardware Maintenance or Refresh

Aqua Metric Value Added Services

- On-Site and Remote Technology Support
- Remote Diagnostics of Software Problems
- Hardware and Software Troubleshooting and Diagnostics Assistance
- Technical Support for Field Troubleshooting
- Training and Support for Sensus Basestation Firmware Maintenance and Updates
- Training and Subject Matter Expertise for Basestation Backup/Restore Procedures
- Training and Ongoing Subject Matter Expertise for the Sensus RNI
- Training and Support for Broadcasting Meter Firmware Updates
- Assistance with Creating and Maintaining Meter Profiles within Sensus RNI
- Ongoing Subject Matter Expertise Related to Meter Installation and Configuration Processes
- Ongoing Subject Matter Expertise on Sensus Products and Tools
- Ongoing Subject Matter Expertise to Diagnose and Resolve AMI Network Issues
- Ongoing Subject Matter Expertise and Recommendations for Updates of FlexNet Systems and Interfaces
- Tracking of Meter Return Material Authorization (RMA) Process
- Tracking and Handling for New Meter Provisioning
- Periodic Sensus Basestation Health Check-Up

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4050 Flat Rock Drive, Riverside, CA 92505
1 (866) 645-2782
www.aqua-metric.com

SENSUS AUTHORIZED DISTRIBUTOR | SENSUS VALUE ADDED RESELLER | SENSUS PROJECT MANAGER

Water Meters, Accessories, & Fees

Andrew Figueroa
November 12, 2024



AGENDA OVERVIEW

- Consider and act to authorize the purchase of Sensus water meters, accessories, and fees from Aqua-Metric Sales as the sole source provider in an amount not to exceed $1,570,213.68.

- 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.

- The amendment will allow us to meet the growing needs of our city and ensure we have adequate inventory.

PRICE SUMMARY

Quantity	Description	Unit Price
	5/8" X 3/4" SRII METER TRPL	$154.48
	3/4"S SRII METER TRPL	$196.75
	1" SRII METER TRPL	$250.76
	1.5" OMNI R2 METER TRPL	$566.27
	2" OMNI R2 METER TRPL	$842.20
	1.5" OMNI C2 METER TRPL	$1,328.43
	2" OMNI C2 METER TRPL	$1,532.80
	3" OMNI C2 METER TRPL	$1,941.56
	MXU 520M SINGLE PORT	$155.23
	MXU 520M DUAL PORT	$181.02

Quantity	Description	Unit Price
	1.5" OMNI T2 METER TRPL	$1,038.78
	2" OMNI T2 METER TRPL	$1,232.17
	3" OMNI T2 METER TRPL	$1,535.48
	4" OMNI T2 METER TRPL	$2,989.23
	6" OMNI T2 METER TRPL	$5,381.62
	8" OMNI T2 METER TRPL	$9,132.95
	10" OMNI T2 METER TRPL	$11,907.52
	4" OMNI C2 METER TRPL	$3,853.20
	6" OMNI C2 METER TRPL	$6,655.51
	8" OMNI C2 METER TRPL	$10,751.46
	10" OMNI C2 METER TRPL	$13,872.85
	4" OMNI F2 METER TRPL	$8,554.26
	6" OMNI F2 METER TRPL	$11,384.97
	8" OMNI F2 METER TRPL	$18,067.55
	10" OMNI F2 METER TRPL	$24,380.62
	3" OMNI H2 METER TRPL W/TRPL CABLE AND COUPLINGS	$1,981.49
	SRII REGISTER TRPL	$83.28
	OMNI R2/T2/C2 REGISTER TRPL	$451.06
	MXU PART - PIT LID HOUSING #85B	$34.74
	MXU PART - TRPL ADAPTER #85C	$0.82
	MXU PART - BOOT #85D	$6.17
	MXU PART - PIT LOCKING NUT #85E	$7.54
	MXU PART - BOOT LOCKING CLIP #85F	$3.42
	MXU PART - INSULTAED ISOLATION SLEEVE #85G	$2.55
	MXU PART - HOUSING ASSEMBLY COMPLETE #85M	$49.26
	SRII CABLE 6'	$20.12

PRICE SUMMARY

Quantity	Description	Unit Price	Line Total
	Year Five, 12/16/2024 - 12/15/2025		
1	Annual RNI SaaS Fee	$15,534.83	$15,534.83
1	Annual Sensus Analytics Enhanced SaaS Fee	$12,156.90	$12,156.90
1	Annual Customer Portal Core	$7,034.43	$7,034.43
1	Annual Customer Portal Unlimited Text Message Block for 1,500 Users	$253.24	$253.24
2	Annual VAR & Basestation Support	$11,255.09	$22,510.18
1	Annual Customer Portal VAR Support	$4,924.10	$4,924.10

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:	November 12, 2024
Re:	Mosaic PID Phase #1B Bond Ordinance

Action Requested:
Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

Background Information:
This item approves the sale of a second series of bonds for Phase #1 of the Mosaic Public Improvement District (PID) in the amount of $9,534,496.

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. On October 8, 2024, City Council approved the preliminary SAP for both Phase #1B bonds and adding Improvement Area #2.

Phase #1 includes 435 units (single family homes and townhomes). Homes are actively being built in Phase #1. A second series of bonds for the phase were anticipated. The authorized projects for Phase #1 include roadway, water, sewer, drainage, and soft costs. The total authorized project costs are $25,038,620. The proposed bond issuance is $9,534,496.

Approval of this item authorizes the sale of Phase #1B Series 2024 Bonds for the Mosaic PID.

Legal Review:

This item has been reviewed and approved by bond counsel.

Supporting Documents:

1. Mosaic PID Phase #1B Bond Issuance Presentation
2. Bond Ordinance for Mosaic PID Phase #1B

Financial Consideration:

This item authorizes additional bonds for the Mosaic PID Phase #1B. These bonds will be repaid through assessments on each property in Phase #1B.

Staff Recommendation:

Staff recommends approval.

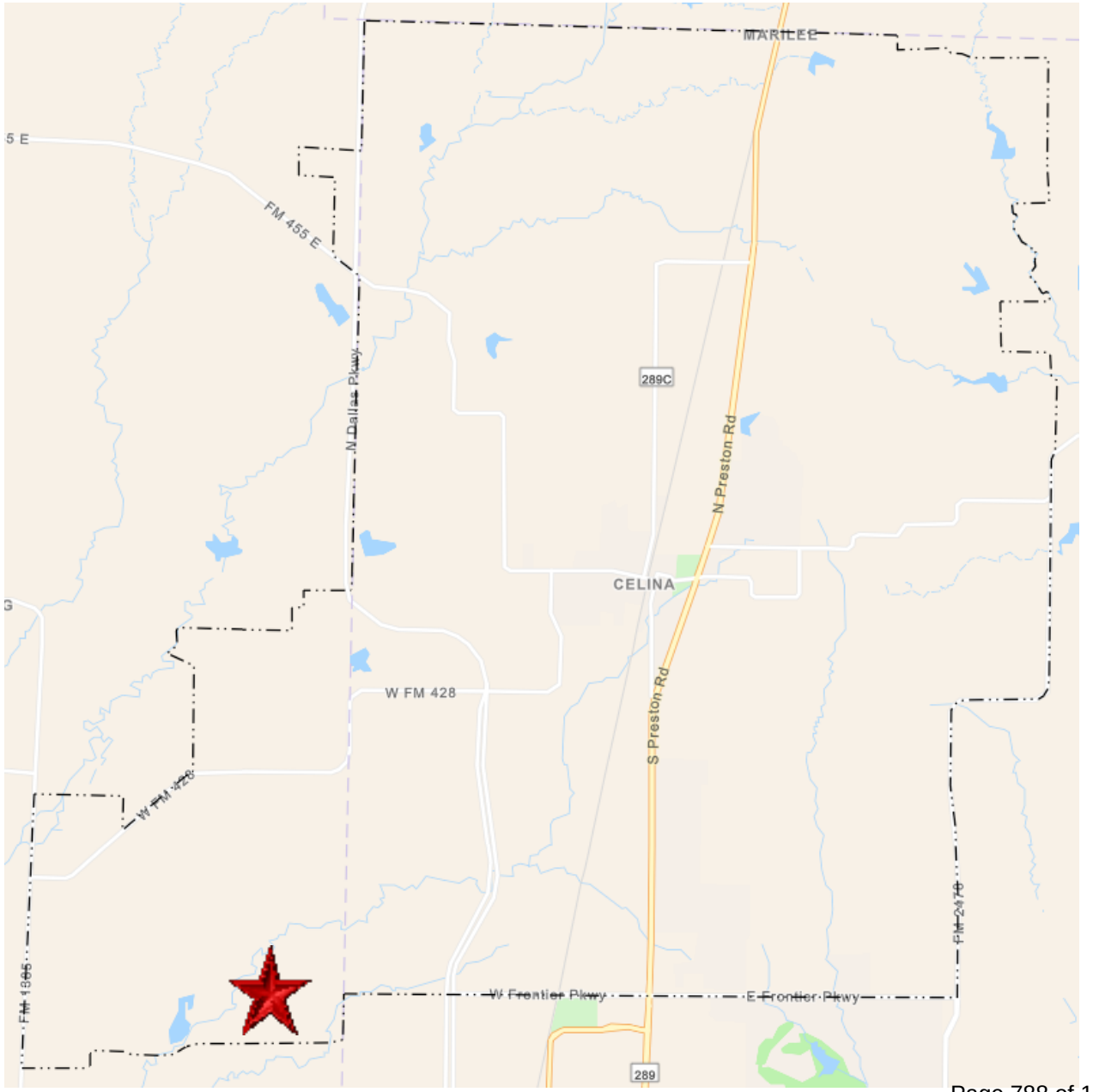
MOSAIC PID PHASE #1B BOND SALE

City Council Meeting
November 12, 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

- Established April 11, 2023 and issued first series of bonds for authorized projects
- Total units: 435
  - 70 ft = 62
  - 60 ft = 109
  - 50 ft = 110
  - 40 ft = 86
  - Townhomes = 68
- Authorized projects: $25,038,620
  - Roadway
  - Sewer
  - Water
  - Drainage
- #1B Series 2024 bond issuance of $9,534,496
- Homes are actively being built

CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans
- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG
- Municap – PID and TIRZ Consultant
  - Advises the City on all matters related to PIDs and TIRZs
  - Ensures compliance with City's PID Policy and state statutes

BOND PRICING AND DETAILS

- The City's financial advisors, Hilltop Securities, will present the details of the Bond pricing.

BOND PRICING AND DETAILS

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 (MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #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 “Mosaic Public Improvement District” (the "District"), pursuant to Resolution No. 2021-104R adopted by the City Council of the City (the "City Council") on November 9, 2021; and

WHEREAS, pursuant to the PID Act, the City Council mailed and published notice of and convened a public hearing on April 11, 2023 regarding the levy of special assessments against benefitted property located within Phase #1 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2023-31 (the “Assessment Ordinance”) on April 11, 2023; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Mosaic Public Improvement District Service and Assessment Plan, (as updated, amended, and/or restated, the “Service and Assessment Plan”) relating to the District and levied special assessments (the “Assessments”) against the Assessed Property in Phase #1 of the District as shown on the Assessment Roll that is attached to the updated Service and Assessment Plan as Appendix G; and

WHEREAS, the City has previously issued its “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #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 May 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 Section 13.2(c) of 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 Section 13.2(c) of the 2023 Indenture have been satisfied prior to the issuance of such additional series of bonds; 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 Phase #1 Improvements, (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 (Mosaic Public Improvement District Phase #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 Phase #1 Improvements, 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 an Amended and Restated Reimbursement Agreement (as defined below), (vi) approve the form, terms and provisions of a Continuing Disclosure Agreement (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 Phase #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 Phase #1 Improvements, (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 December 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 (Mosaic Public Improvement District Phase #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 purposes 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. Amended and Restated Reimbursement Agreement. That certain "Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District" (the "Amended and Restated Reimbursement Agreement") between the City and Tellus Texas I, 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 Amended and Restated Reimbursement 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 6. Service and Assessment Plan. That certain "Mosaic Public Improvement District Service and Assessment Plan", dated April 11, 2023, as updated for the Series 2024 Bonds on November 12, 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 Phase #1 of the District and the updated Assessment Roll attached as Appendix G thereto, which updates the information related to the Assessments that have been previously levied against the Phase #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 Phase #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 November 12, 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 DECEMBER 1, 2024

SECURING

$[PAR]
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
PHASE #1B PROJECT)

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EXHIBIT A A-1

SUPPLEMENTAL INDENTURE OF TRUST

THIS SUPPLEMENTAL INDENTURE OF TRUST, dated as of December 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 Mosaic Public Improvement District (the "District") pursuant to Resolution No. 2021-104R, adopted on November 9, 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. 2023-31 on April 11, 2023 which Assessment Ordinance levied the Assessments against the Assessed Property in Phase #1 of the District for the purpose of paying the costs of the Phase #1 Improvements 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 (Mosaic Public Improvement District Phase #1 Project)" (hereafter referred to as the "Bonds" or the "Series 2023 Bonds"), which Bonds were the initial series of Bonds Similarly Secured secured by that certain Indenture of Trust, dated as of May 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 Phase #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 Phase #1 Improvements, (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 (Mosaic Public Improvement District Phase #1B Project)" (the "Series 2024 Bonds"),

such Series 2024 Bonds being payable solely from the Pledged Revenues and other assets comprising the Trust Estate 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) which is 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 PID Reimbursement Agreement related to the Improvement Area #1 Improvements shall be satisfied and no longer outstanding for any lawful purpose, and any obligation related to the Improvement Area #1 Improvements due under the PID Reimbursement Agreement shall be payable from amounts deposited into the Phase #1 Improvement Account or the Reimbursement Fund, as applicable, in accordance with the provisions of the 2023 Indenture; 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 Series 2023 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 May 1, 2023, executed and delivered by the City and the Trustee.

"2024 Supplemental Indenture" means that certain Supplemental Indenture of Trust, dated as of December 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 (Mosaic Public Improvement District Phase #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 November 12, 2024, authorizing the issuance of the Series 2024 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 Series 2023 Bonds, the Closing Date is May 10, 2023. With respect to the Series 2024 Bonds, the Closing Date is December 10, 2024.

"Initial Bond" means, with respect to the Series 2023 Bonds, the Initial Bond as set forth in Exhibit A to the 2023 Indenture, with respect to the Series 2024 Bonds, the Initial Bond as 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 March 1, 2024, and, with respect to the Series 2024 Bonds, March 1, 2025.

"PID Reimbursement Agreement" means the "Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District" between the City and the Developer, dated as of April 11, 2023, and as amended and restated on November 12, 2024, in connection with the issuance of the Series 2024 Bonds, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the bonds and other revenues for funds advanced by the Developer and used to pay costs of such Authorized Improvements and other matters related thereto.

"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 $1,121,465.00, 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 "Mosaic Public Improvement District Service and Assessment Plan" dated April 11, 2023, including the Assessment Roll, as amended and restated in connection with the issuance of the Series 2024 Bonds on November 12, 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 Phase #1 Improvements, (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 December 10, 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 PID Reimbursement Agreement including the amendment thereto

(iv) a copy of the opinion of Bond Counsel required by the provisions of Section 10.1(d) of the 2023 Indenture;

(v) a copy of the 2023 Indenture executed by the Trustee and the City;

(vi) a copy of the 2024 Supplemental Indenture executed by the Trustee and the City;

(vii) 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 PID Reimbursement Agreement;

(viii) 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 PID 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;

(ix) 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

(x) a certificate from the Developer, through an authorized representative, certifying that (1) no fewer than one hundred fifty (150) building permits have been issued for single-family lots located within Phase #1 of the District; (2) no fewer than fifty (50) certificates of occupancy have been issued for single-family lots located within Phase #1 of the District; and (3) the Developer has entered into either: (a) executed lot contracts for at least seventy-five percent (75%) of single-family lots located within Phase #2 of the District or (b) executed lot contracts for single-family lots located within any future Phase of the District that equal the number of at least seventy-five percent (75%) of single-family lots located within Phase #2 of the District; and

(xi) 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.

(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:

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	

(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 or 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 Phase #1 Improvements pursuant to the terms of the PID 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 Phase #1 Improvement Account of the Project Fund: $[ ];

(B) to the Costs of Issuance Account of the Project Fund: $[ ]; and

(C) 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 representation 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 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 Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this 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 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 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 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
PHASE #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 December 10, 2024, issued in the aggregate principal amount of $[ ] and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of May 1, 2023, as supplemented by a Supplemental Trust Indenture, dated as of December 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 Bonds 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 Phase #1 Improvements, (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 pursuant to the Indenture 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 pursuant to the Indenture 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 pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of 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 the 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 Series 2024 Bonds at the time Outstanding, on behalf of the holders of all the Series 2024 Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this 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

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
PHASE #1B PROJECT)

BOND PURCHASE AGREEMENT

November 12, 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 $6,239,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #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 Phase #1 Improvements 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 December 10, 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 November 12, 2024, and shall be issued pursuant to the provisions of the PID Act, the Indenture of Trust, dated as of May 1, 2023, between the City and the Trustee (the "2023 Indenture"), and a Supplemental Indenture of Trust, dated as of December 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 Assessments 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 November 9, 2021, in accordance with the PID Act. The Service and Assessment Plan for the District was initially approved on April 11, 2023, and was most recently updated on November 12, 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, Phase #1 Reimbursement Agreement Obligation, and Future Phase Bonds" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

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 October [29], 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 subcaption "– The Series 2024 Bonds, Phase #1 Reimbursement Agreement Obligation, and Future Phase Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE PHASE #1 IMPROVEMENTS," "THE DEVELOPMENT," "THE DEVELOPER AND THE LANDOWNER," "THE PID ADMINISTRATOR," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Phase #1 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner'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 PID Reimbursement Agreement; and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2024 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, the 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 PID Reimbursement Agreement, (5) the Continuing Disclosure Agreement of Issuer, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign 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 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 any 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 a first lien on and pledge of the proceeds of the Trust Estate, all to the extent provided for in the Indenture. The Indenture creates a valid first 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 Assessment Roll. According to the PID Act, such Assessments constitute a valid and legally binding first and prior lien against the Assessed Property, 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. Landowner's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Landowner an executed Landowner's Letter of Representations (the "Landowner's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Landowner as described in Section 10(e) hereof and set forth in Appendix E (the "Landowner 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 Landowner'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 Landowner as, in the opinions of Shupe Ventura, PLLC, Haynes and Boone, LLP, and Frost Brown Todd LLP (collectively, "Landowner's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Landowner described in the Landowner's Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Landowner" and, together with the Landowner's Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the "Landowner 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 Landowner Documents, or other documents relating to the financing and construction of the Phase #1 Improvements and the Development (as defined in the Limited Offering Memorandum), and the Landowner 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 Landowner to pay the Assessments when due or to complete the Phase #1 Improvements.

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, Phase #1 Reimbursement Agreement Obligation, and Future Phase 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 updated 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 PID Reimbursement 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, Landowner'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. Opinions of Landowner's Counsel. (i) The opinions of Landowner's Counsel, substantially in the forms of Appendix D-1, Appendix D-2, and Appendix D-3 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. Landowner Closing Certificate. The Landowner Closing Certificate dated as of the Closing Date, signed by authorized officers of the Landowner 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 Administrator, the Landowner, Landowner's Counsel, and the Landowner'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 Landowner, 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 Landowner Documents. The City Documents and the Landowner 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 Landowner 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 Administrator. The Letter of Representation of 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, Assessment Ordinance, and Updated Service and Assessment Plan. Evidence that the Creation Resolution, the Assessment Ordinance, including the legal description of the property within the District, the Assessment Ordinance (including the original Service and Assessment Plan with the original Assessment Roll), and the Service and Assessment Plan as updated in connection with the issuance of the Bonds (including the updated Assessment Roll) have been filed of record in the real property records of Denton County, Texas.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Phase #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 Landowner 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. Reserved.

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 Landowner 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 Landowner 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 Landowner.

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 costs 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, Landowner'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 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 14(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

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
PHASE #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 for redemption.

(c) The Bonds are also subject to extraordinary optional redemption as described in the Limited Offering Memorandum under "DESCRIPTION OF THE SERIES 2024 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 LANDOWNER'S LETTER OF REPRESENTATIONS

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

LANDOWNER'S LETTER OF REPRESENTATIONS

November 12, 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 $6,239,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #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, Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), makes the representations, warranties, and covenants contained in this Landowner's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Landowner'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 Landowner understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Landowner, 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 Landowner'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 Landowner 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 Landowner 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 Landowner's Letter of Representations and any certificate delivered by the Landowner in accordance with the Bond Purchase Agreement, the Landowner 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 subcaption "– The Series 2024 Bonds, Phase #1 Reimbursement Agreement Obligation, and Future Phase Bonds"), "THE PHASE #1 IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Phase #1 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," and "APPENDIX F" (collectively, the "Landowner Disclosures") in accordance with subsection 4(f) herein.

3. Landowner Documents. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms:

a. this Landowner's Letter of Representations;

b. the Development Agreement;

c. the PID Reimbursement Agreement; and

d. the Continuing Disclosure Agreement of Landowner.

The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

The representations and warranties of the Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

4. Landowner Representations, Warranties and Covenants. The Landowner represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Landowner is duly organized 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 Landowner provided by the Landowner (the "Landowner 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 Landowner Documents by the Landowner does not violate any judgment, order, writ, injunction, or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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 Landowner 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 Landowner represents and warrants that the information set forth in the Landowner'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 Landowner 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 Landowner under any of the Landowner Documents, any documents to which the Landowner is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Phase #1 Improvements to which the Landowner 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 Landowner has occurred and is continuing.

5. Indemnification.

a. The Landowner 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 Landowner'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 Landowner, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Landowner'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 Landowner's Letter of Representations will be binding upon the Landowner 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 Landowner's Letter of Representations.

Signature page follows.

Dated: November 12, 2024

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
_____, its Manager

APPENDIX B

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #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 November 12, 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 November ___, 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

December 10, 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

Frost Brown Todd LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

Haynes and Boone, LLP
1221 McKinney Street, Suite 4000
Houston, Texas 77010

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), and are rendering this opinion in connection with the issuance and sale of $6,239,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #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 November 12, 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 May 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 December 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 November 12, 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) Resolution No. 2021-104R enacted by the City Council on November 9, 2021 (the "Creation Resolution");

(b) The Assessment Ordinance;

(c) The Series 2024 Bond Ordinance;

(d) The Indenture;

(e) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations, effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(f) the PID Reimbursement Agreement Mosaic Public Improvement District, effective April 11, 2023, between the City and the Landowner; and

(g) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the City, MuniCap, Inc., as Administrator (the "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 Landowner Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Landowner's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Haynes and Boone, LLP, and Frost Brown Todd LLP (collectively, "Landowner's Counsel"); and (f) the Administrator'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 Documents in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

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 Phase #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; (xxiii) 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) Shupe Ventura, PLLC, Haynes and Boone, LLC, and Frost Brown Todd LLC, Landowner's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., 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 Landowner, 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-1

[Letterhead of Shupe Ventura, PLLC]

December 10, 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

Haynes and Boone, LLP
2801 N. Harwood St., Suite 2300
Dallas, Texas 75201

Frost Brown Todd LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,239,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project) (the "***Bonds***"), pursuant to the Indenture of Trust, dated as of May 1, 2023 (the "***2023 Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "***Trustee***"), as supplemented by that certain Supplemental Indenture of Trust, dated as of December 1, 2024 (the "***2024 Supplemental Indenture***" and, together with the 2023 Indenture, the "***Indenture***") by and between the City and the Trustee. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Mosaic" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), between the City

and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

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 Landowner, 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 to which the Landowner is a party (collectively, the "***Reviewed Documents***"):

(1) the *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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(2) the *PID Reimbursement Agreement Mosaic Public Improvement District*, effective April 11, 2023, between the City and the Landowner;

(3) the *Landowner Letter of Representations* executed by the Landowner as of November 12, 2024; and

(4) the *Continuing Disclosure Agreement of Landowner*, dated as of December 1, 2024, made by and among the Landowner, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

(b) The *Preliminary Limited Offering Memorandum*, dated October [29], 2024, relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated November 12, 2024, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements, and certificates of the Landowner as we have deemed necessary or appropriate to render the opinions expressed below.

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 Landowner; (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 Closing Certificate of the Landowner delivered pursuant to the Bond Purchase Agreement; (d) the legal opinions delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, counsel to the Landowner, and Frost Brown Todd LLP, special counsel to the Landowner, and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer Fort, PLLC, special counsel to the City (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 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 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.

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 Shupe Ventura, PLLC, attorneys who have given substantive attention to matters concerning the Landowner during the course of our representation of the Landowner 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 special counsel to the Landowner. 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 Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Landowner. 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 the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Landowner in accordance with their respective terms.

2. The execution, delivery, and performance by the Landowner of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Landowner or any ordinances of the City applicable to the Landowner.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery,

and performance by the Landowner of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Landowner to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Landowner that are described in the Reviewed Documents.

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.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and 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. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. 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,

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 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 official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. 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 Landowner, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. 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;

9. 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; and

10. 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; (ii) Messer Fort, PLLC, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriter; (iv) Haynes and Boone, LLP, counsel to the Landowner, and (v) Frost Brown Todd LLP, special counsel to the Landowner.

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 related to:

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 City, 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;

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); and

17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

EXHIBIT D-2

[LETTERHEAD HAYNES AND BOONE, LLP]

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
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Frost Brown Todd LLC
2101 Cedar Springs Road, Suite 900
Dallas, Texas 75201

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

Ladies and Gentlemen:

We have served as Counsel for Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,239,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust, dated as of May 1, 2023, 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 December 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as Mosaic located in the City and in the Mosaic Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Landowner, and for the purpose 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 being executed, entered into, and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the PID Reimbursement Agreement – Mosaic Public Improvement District effective April 11, 2023, between the City and the Landowner;

(2) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(3) the Landowner Letter of Representations executed by the Landowner as of November 12, 2024; and

(4) the Continuing Disclosure Agreement of Landowner, dated as of December 1, 2024, made by and among the Landowner, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

(b) Each of the documents and certificates described in ***Exhibit A*** attached hereto and made a part hereof are hereinafter referred to as the "***Landowner's Basic Documents***";

(c) Certificate from the Secretary of State of the State of Texas listed on ***Exhibit A*** indicating that the Landowner is validly existing and in good standing under the laws of the State of Texas (the "***Texas Existence Certificate***");

(d) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on ***Exhibit A***, which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas was "***active***" (the "***FTAS Page***"); and

(e) Such other documents, records, agreements, and certificates of the Landowner, and its constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) 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, or (C) violate or contravene any law, statute, rule, or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings, recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery, and performance by each party thereto, and (m) that each such document constitutes the valid, binding, and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Landowner is (a) a limited liability company, (b) based solely upon the Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the FTAS Page, in good standing under the laws of the State of Texas.

2. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner's Basic Documents to execute, deliver, and perform its obligations under the Material Documents to which it is a party. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner Basic Documents to which it is a party. The execution and delivery by the Landowner of each Material Document to which it is a party, and the performance by the Landowner of its agreements set forth therein, have been duly authorized by all necessary limited liability company [or limited partnership] action, [as applicable,] under the Texas Business Organizations Code and the Landowner's Basic Documents.

3. The execution and delivery by the Landowner of the Material Documents and the performance by the Landowner of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate described in ***Exhibit A*** dated as of the date hereof (the "***Landowner 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 Landowner, the conflict with which or breach of which would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement [or partnership agreement, as applicable,] or certificate of formation.

4. No Governmental Approval (as defined in Schedule I attached hereto) that has not been obtained or taken is required to be obtained or taken by the Landowner on or before the date hereof as a condition to (a) the execution and delivery by the Landowner of the Material Documents to which it is a party, or (b) the performance by the Landowner of its obligations under the Material Documents to which it is a party, except for Governmental Approvals that might be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with Applicable Laws).

5. The Material Documents have been duly executed and delivered by the Landowner and constitute the legal, valid, and binding obligations of the Landowner, enforceable against it in accordance with their 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, and (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.

6. 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 Landowner is a party or is otherwise subject and which have been identified in the Landowner

Certificate which violation, breach, or default would materially adversely affect the Landowner or the performance of any of its obligations under the transactions described in the Material Documents to which it is a party; 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 Landowner, 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.

Furthermore, during the last twelve months, we have not been engaged to give substantive attention to, or represent the Landowner in connection with, any actions, suits, or proceedings pending in any court of law or equity, or before or by any governmental instrumentality that, if decided adversely to the Landowner, could have a material adverse effect on the Landowner 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 validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the operations or financial condition of the Landowner; 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.

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. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Haynes and Boone, LLP

Schedule I

As used herein, "***Applicable Law***" means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, "***Governmental Approval***" means any consent, approval, license, authorization, or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, "***Governmental Authority***" means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

EXHIBIT A

ATTACHMENT TO OPINION OF COUNSEL FOR THE LANDOWNER

1. Officer's Certificate of Tellus Texas I, LLC (the "***Landowner***"), dated as of the date hereof, to which are attached, among other things, the following:

    a. Certificate of Formation of Landowner certified by the Secretary of State of the State of Texas on December 22, 2020, and all amendments thereto;

    b. Certificate of Fact with respect to the existence of Landowner dated _____, 2024;

    c. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2024, at _____ a.m., which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas is "active";

    d. Company Agreement of Landowner, effective December 22, 2020; and

    e. Written Consent of the Managers of Landowner dated [on or about the date hereof].

EXHIBIT D-3

[LETTERHEAD OF FROST BROWN TODD LLP]

December 10, 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
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Haynes and Boone, LLP
2801 N. Harwood St., Suite 2300
Dallas, Texas 75201

$6,239,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

Ladies and Gentlemen:

We have served as Special Counsel for Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $6,239,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase 1B Project)" (the "***Bonds***"), to that certain Indenture of Trust, dated as of May 1, 2023, 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 December 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Mosaic" located in the City and in the Mosaic Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Special Counsel for the Landowner, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents being executed, entered into, and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the Landowner Letter of Representations executed by the Landowner as of November 12, 2024;

(2) The Preliminary Limited Offering Memorandum, dated October [29], 2024, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(3) The final Limited Offering Memorandum, dated November 12, 2024, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***");

(4) The Continuing Disclosure Agreement of Landowner; and

(5) Such other documents, records, agreements, and certificates of the Landowner, and its respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) 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, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for

the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE***" (except under the subcaption "– The Series 2024 Bonds, Phase #1 Reimbursement Agreement Obligation, and Future Phase Bonds), "***THE PHASE #1 IMPROVEMENTS***," "***THE DEVELOPMENT***," "***THE DEVELOPER AND THE LANDOWNER,***" and, to the Landowner's knowledge after due inquiry, under the subcaptions "***BONDHOLDERS' RISKS***" (only as it pertains to the Developer, the Landowner, the Phase #1 Improvements, and the Development), "***LEGAL MATTERS – Litigation – The Landowner***" and "***CONTINUING DISCLOSURE – The Landowner***" and "– ***The Landowner's Compliance with Prior Undertakings,***" ***"SOURCES OF INFORMATION – Source of Certain Information,"*** "***APPENDIX E-2***," and "***APPENDIX F***" adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

2. 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 City and its counsel, and with representatives of the Landowner 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 and subcaptions 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 November 12, 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.

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. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Frost Brown Todd, LLP

APPENDIX E

LANDOWNER CLOSING CERTIFICATE

Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), 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 Landowner 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 Landowner 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 $6,239,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated October [29], 2024 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated November 12, 2024 (the "Limited Offering Memorandum").

3. The Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Landowner'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 Landowner 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 Landowner.

5. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner 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 Landowner's Letter of Representations, dated November 12, 2024;

(b) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of

July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(c) the PID Reimbursement Agreement Mosaic Public Improvement District, effective April 11, 2023, between the City and the Landowner (the "PID Reimbursement Agreement"); and

(d) the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Landowner owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Phase #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 Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the Landowner Documents by the Landowner 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 Landowner is a party or is otherwise subject which violation, breach, or default would materially adversely affect the Landowner or its performance of its obligations under the transactions described in the Landowner 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 Landowner, except as expressly described in the Landowner Documents under (i) applicable law, or (ii) any such loan agreement, indenture, bond, note, resolution, agreement, or other instrument.

10. The execution and delivery of the Landowner Documents by the Landowner do not violate any judgment, order, writ, injunction or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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.

11. The Landowner has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information

under the subcaption "– The Series 2024 Bonds, Phase #1 Reimbursement Agreement Obligation, and Future Phase Bonds"), "THE PHASE #1 IMPROVEMENTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Phase #1 Improvements, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," and "APPENDIX F" (collectively, the "Landowner Disclosures") and certifies that the information contained in the Landowner 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.

12. The Landowner has reviewed and approved the information contained in the Landowner 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.

13. To the Landowner's knowledge, the Landowner is in compliance in all material respects with all provisions of applicable law relating to the Landowner in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Landowner's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Landowner or any portion of the Development that would materially and adversely affect the Landowner's ability to complete or cause to be completed the development of the property within Phase #1 of the District as described in the Limited Offering Memorandum; and (b) the Landowner has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Phase #1 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

14. The Landowner 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.

15. The levy of the Assessments on property in the District owned by the Landowner 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 Landowner is a party or to which the Landowner or any of its property or assets is subject.

16. The Landowner 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 Landowner's ability to perform its obligations under the Landowner Documents.

17. The Landowner has no knowledge of any physical condition of the Development owned or to be developed by the Landowner 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.

18. The Landowner hereby verifies that it does not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Landowner shall repay the incentives granted herein within 120 days after the date the Landowner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

19. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner 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 the Bond Purchase Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the Bond Purchase Agreement, notwithstanding anything in the Bond Purchase Agreement to the contrary.

(i) Not a Sanctioned Company. The Landowner 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 Landowner 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.

(ii) No Boycott of Israel. The Landowner 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 the Bond Purchase Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(iii) No Discrimination Against Firearm Entities. The Landowner 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 the Bond Purchase 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.

(iv) No Boycott of Energy Companies. The Landowner 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 the Bond Purchase Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Signature page follows.

Dated: December 10, 2024

LANDOWNER:

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
_____, its Manager

APPENDIX F

LETTERHEAD OF MUNICAP, INC.

December __, 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 (Mosaic Public Improvement District Phase #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 Mosaic 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 October [29], 2024, and the final Limited Offering Memorandum for the Bonds, dated November 12, 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 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 do 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 December

10, 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer dated as of December 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 (Mosaic Public Improvement District Phase #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 Indenture of Trust, dated as of May 1, 2023, relating to the Bonds, and a Supplemental Indenture of Trust, dated as of December 1, 2024 (together, the "Indenture"), which apply to any capitalized term used in this Disclosure Agreement, as amended or supplemented, 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.

"Disclosure Agreement of Landowner" shall mean the Continuing Disclosure Agreement of Landowner relating to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, 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 the Mosaic 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.

"Landowner" shall mean Tellus Texas I, LLC, a Texas limited liability company, and its successors and assigns.

"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.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"Phase #1" 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 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 Filing Date; 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 and 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; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) 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) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within Phase #1, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Phase #1 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Phase #1 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2023; and

(vi) A description of any amendment to this Disclosure Agreement and a copy of any restatements to the Issuer's audited financial statements during such Fiscal Year.

(b) *Audited Financial Statements*. 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 Landowner of real property within Phase #1 in the ordinary course of the Landowner'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 pursuant to 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 Participating Underwriter, 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 Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc. The Issuer will give prompt written notice to the Landowner, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Landowner, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Landowner.

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 Landowner, and a default under the Disclosure Agreement of Landowner 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 this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to 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 Phase #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 the 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 Landowner or the failure of the Landowner to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Landowner. 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 the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are Administrative Expenses.

(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 Phase #1, against any losses, expenses, and liabilities which the 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 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 the 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 Landowner to provide information to the Administrator as and when required under the Disclosure Agreement of Landowner. 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 the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are Administrative Expenses.

(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. Assessments 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, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 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 Phase #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 verifications 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 Denton 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
(as Issuer)

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 (Mosaic Public Improvement District Phase #1B Project) (the "Bonds")
Date of Delivery	_____, 20__
CUSIP Nos:	[Insert CUSIP Nos.]

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 December 1, 2024, 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT PHASE #1B 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 _____

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)]

[*] Excluding Audited Financial Statements of the Issuer.

[(1)] According to account balance statement dated as of [insert date] as provided by the Trustee.

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 Phase #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 Phase #1 of the District

The [YEAR] certified total assessed value for the Assessed Property in Phase #1 of the District is approximately $[AMOUNT] according to the Denton County Appraisal District.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

[FINANCIAL INFORMATION AND OPERATING DATA WITH RESPECT TO THE ISSUER OF THE GENERAL TYPE AS OF THE END OF THE FISCAL YEAR AND AS OF FEBRUARY 1 OF THE NEXT SUCCEEDING YEAR] *

[Foreclosure History Related to the Assessments]

Time Period	Parcels in Foreclosure Proceedings	Delinquent Phase #1 Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR] (1)		$		$

(1) As of February 1, 20__.

[Collection and Delinquency History of Assessments]

Time Period	Total Phase #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]

Time Period	Number of Prepayments	Amount of Prepayments	Bond Call Date	Amount of Bonds Redeemed
[FISCAL YEAR END]		$		$
[FEB. 1 OF CURRENT YEAR] (1)		$		$

(1) As of February 1, 20__.

ITEMS REQUIRED BY SECTION 4(a)(iii) - (v)

[Insert a line item for each applicable listing]

* Include the following bracketed tables if a separate Annual Collections Report will not be prepared.

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC 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__	$		$		$

(1) 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 *

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 15	43/44	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.

* 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.

July 1	**152/153**	**If there are over 5% delinquencies or if there is insufficient funding in the Pledged Revenue Fund for transfer to the Principal and Interest Account of 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

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

Amended and Restated PID Reimbursement Agreement
Mosaic Public Improvement District

This Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District (this "Agreement") is entered into by Tellus Texas I, LLC (the "Developer") and the City of Celina, Texas (the "City"), to be effective November 12, 2024 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties." This Agreement amends and restates in its entirety that certain PID Reimbursement Agreement – Mosaic Public Improvement District between the Parties effective as of April 11, 2023.

SECTION 1. RECITALS

1.1 WHEREAS**,** capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited liability company;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on November 9, 2021, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 684.752 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution;

1.6 WHEREAS, on April 11, 2023**,** the City Council passed and approved an Assessment Ordinance (the "Phase #1 Assessment Ordinance") levying Assessments against Assessed Property within Phase #1 of the District in accordance with the Phase #1 Assessment Roll;

1.7 WHEREAS, on November 12, 2024, the City Council passed and approved an Assessment Ordinance (the "Improvement Area #2 Assessment Ordinance") levying Assessments against Assessed Property within Improvement Area #2 of the District in accordance with the Improvement Area #2 Assessment Roll;

1.8 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the PID in the future as such phases are developed;

1.9 WHEREAS, each Assessment Ordinance approves the SAP, including each Assessment Roll attached thereto;

1.10 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.11 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.12 WHEREAS, the Assessed Property is being developed in construction "Phases" and "Improvement Areas" consisting of multiple Phases;

1.13 WHEREAS, this Agreement shall apply to all Phases and Improvement Areas and no additional reimbursement agreement shall be required for Future Phases;

1.14 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.15 WHEREAS, in each Assessment Ordinance the City levied or expects to levy a portion of the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);

1.16 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.17 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.18 WHEREAS, the Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of a Future Phase of development, including multiple Future Phases making up an Improvement Area, shall (i) only be paid from the Assessments and/or Annual Installments collected from Assessed Property within each such Phase or Improvement Area, as applicable, (ii) are contingent upon the City

levying such Assessments, and (iii) will not be due and owing unless and until the City actually levies such Assessments;

1.19 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;

1.20 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.21 WHEREAS, a PID Project Fund related to each series of PID Bonds shall only be used in the manner set forth in the applicable Indenture;

1.22 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.23 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.24 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Additional Major Improvements" is defined in the SAP.

2.4 "Administrator" is defined in the SAP.

2.5 "Agreement" is defined in the introductory paragraph.

2.6 "Annual Collection Costs" are defined in the SAP.

2.7 "Annual Installment" is defined in the SAP.

2.8 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.9 "Assessed Property" is defined in the SAP.

2.10 "Assessment" is defined in the SAP.

2.11 "Assessment Ordinance" is defined in the SAP.

2.12 "Assessment Revenue" means the revenues actually received by or on behalf of the City any one or more of the following: (i) an Assessment levied against Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds..

2.13 "Assessment Roll" is defined in the SAP.

2.14 "Authorized Improvements" are defined in the SAP.

2.15 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

2.16 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that each Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.

2.17 "City" is defined in the introductory paragraph.

2.18 "City Council" means the governing body of the City.

2.19 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.20 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.21 "Commitment" is defined in Section 3.10.

2.22 "Default" is defined in Section 4.8.1.

2.23 "Delinquent Collection Costs" are defined in the SAP.

2.24 "Developer" is defined in the introductory paragraph.

2.25 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.26 "Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such Indenture.

2.27 "Development Agreement" is defined in the SAP.

2.28 "Effective Date" is defined in the introductory paragraph.

2.29 "Failure" is defined in Section 4.8.1.

2.30 "Future Phases" is defined in the SAP.

2.31 "Improvement Area" is defined in the SAP.

2.32 "Improvement Area #2 Assessment Revenues" is defined in the SAP.

2.33 "Improvement Area #2 Improvements" is defined in the SAP.

2.34 "Improvement Area #2 Projects" is defined in the SAP.

2.35 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.36 "Initial Major Improvements" is defined in the SAP.

2.37 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.38 "Party" and "Parties" are defined in the introductory paragraph.

2.39 "Phase" is defined in the SAP.

2.40 "Phase #1 Assessed Property" is defined in the SAP.

2.41 "Phase #1 Assessment Ordinance" is defined in Section 1.6.

2.42 "Phase #1 Assessment Revenues" is defined in the SAP

2.43 "Phase #1 Improvements" is defined in the SAP.

2.44 "PID" is defined as the Mosaic Public Improvement District, created by the PID Creation Resolution.

2.45 "PID Bond Reimbursement Fund" means a fund which may be established by the City under the applicable Indenture (and segregated from all other funds of the City) into which the City transfers Assessments Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due under this Reimbursement Agreement and/or Actual Costs of Authorized Improvements that are not paid from Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable Indenture related to a series of PID Bonds issued and still outstanding.

2.46 "PID Bonds" are defined in the SAP.

2.47 "PID Creation Resolution" is defined as Resolution No. 2021-104R passed and approved by the City Council on November 9, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 208043 on November 12, 2021.

2.48 "PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable Indenture related to a series of PID Bonds issued and still outstanding.

2.49 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.50 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue related

to an Improvement Area or Phase of development if not deposited into the PID Pledged Revenue Fund or the PID Bond Reimbursement Fund.

2.51 "Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

2.52 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.53 "SAP" is defined as *The Mosaic Public Improvement District Service and Assessment Plan* approved April 11, 2023 as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.54 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable Indenture; and if applicable, the City shall continue to deposit all Assessment Revenue not securing a series of PID Bonds into the PID Reimbursement Fund.

Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture into the funds established by the applicable Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall

only be used in accordance with the applicable Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each Phase shall be paid from: (1) the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements, or (2) net Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under an Indenture related to PID Bonds secured by the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If a delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments except as set forth in the Development Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflict with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an

applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each approved Certificate for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City and reported in the month before the date the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City reported in the month before the date of the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and later (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Certificate for Payment to be paid to the

Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues PID Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from: (1) the PID Reimbursement Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable Indenture.

So long as no PID Bonds are issued and the City has received and approved a Certification for Payment, the City shall make a payment to the Developer from the PID Reimbursement Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected, and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within 60 days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such

Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

Approval of a Certificate for Payment and all payments under this Agreement are predicated on: (1) the Developer constructing and installing, or the City acquiring (if applicable), the Authorized Improvements (or portion thereof) shown on each Certificate for Payment as required under the Development Agreement, (2) the Developer providing the necessary supporting documentation in the standard form for City construction projects, and (3) the City's inspection of each Authorized Improvement (or portion thereof) covered by each Certificate for Payment; provided, in no event shall the City Representative be authorized to approve a Certificate for Payment if the City has not previously levied Assessments against Assessed Property within a Phase of the development related to the Authorized Improvements for which such Certification for Payment has been submitted. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the

PID Project Fund or the PID Bond Reimbursement Fund, if applicable, to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the Indenture. In order to receive additional disbursements from any applicable fund under an Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved

Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, if applicable. The Parties further agree that the City's obligation under this agreement with respect to the Actual Costs of Authorized Improvements within Future Phases shall be contingent upon the City levying Assessments against property within such Phase related to the Authorized Improvements which will benefit such Phase. The levying of the Assessments against each Future Phase will create the fund out of which the City will pay its obligation related to such Future Phase and until such time, this Agreement does not create an obligation of the City with respect to each such Future Phase. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.3 and 3.6, if the Developer is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay from Assessment Revenue or the net proceeds of PID Bonds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided by law or in any Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, applicable City ordinances and regulation, and this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in accordance with the Development Agreement and in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as

such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. If requested in writing by the City, the Developer shall furnish to the City a commitment for title insurance (a "Commitment") for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The Commitment shall be made available for City review and must be approved at least fifteen (15) business days prior to the scheduled transfer of title. The City agrees to approve the Commitment unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any Commitment, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City, at its election made prior to the Developer entering into a construction contract, shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the

Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by

the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments then owed to the Developer from the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, as applicable, in accordance with this Agreement and the Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer

shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate in form and substance satisfactory to both Parties that: (1) identifies any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, as applicable, in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may

rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Denton County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:
Attn: Jason Laumer, City Manager
City of Celina
142 N Ohio St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer:
Attn: David R. Blom
TELLUS TEXAS I, LLC
2242 Good Hope Rd
Prosper, Texas 75078
E-mail: dblom@tellusgroupllc.com
TEL: (469) 532-0689

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.16 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

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

4.19 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.20 Statutory Verifications. The Developer makes the following representations and covenants in Section 4.21 through 4.24 below 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, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications 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 contained in this Agreement to the contrary.

4.21 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. 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.

4.22 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 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.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm

trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

4.23.1 '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;

4.23.2 '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

4.23.3 '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.

4.24 No Discrimination Against Fossil Fuel 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 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.

4.25 Texas Attorney General Standing Letter. The Developer represents that it has, as of the Effective Date, on file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in the form attached as Exhibit A to the All Bond Counsel Letter from the Office of the Texas Attorney General (November 1, 2023), as last supplemented on December 29, 2023 (a "Standing Letter"). In addition, if the Developer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Developer receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking written verification that the Developer is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero Asset Managers or of the representations and certifications contained in the Developer's Standing Letter (a "Request Letter"), the Developer shall

promptly notify the City (if it has not already done so) and provide to the City, two business days prior to the Effective Date and additionally upon request by the City, 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 Developer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Developer that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail.

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

[*Remainder of page left blank intentionally. Execution pages follow*.]

CITY OF CELINA, TEXAS

By: _____

, Mayor

ATTEST:

By:_____

Lauren Vaughns, City Secretary

TELLUS TEXAS I, LLC,

a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____

David R. Blom, its Manager

EXHIBIT A

CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for _____ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] [PID Bond Reimbursement Fund]from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within The Mosaic Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan and the Development Agreement.

5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the Mosaic Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) and the Reimbursement Agreement for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

[***10. THIS SECTION TO BE USED SOLELY FOR PAYMENTS FROM NET PID BOND PROCEEDS OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS SERIES 2024 (MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT) (THE "SERIES 2024 IA #2 BONDS"):*** The amounts listed for the Authorized Improvements below are for the costs of the Improvement Area #2 Projects consisting of [Improvement Area #2 Improvements] [and] [the Initial Major Improvements allocable to Improvement Area #2]; and, no proceeds of the Series 2024 IA #2 Bonds are being requested under this Certificate for Payment to pay for the costs of Additional Major Improvements allocable to Improvement Area #2.]

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

[If the Authorized Improvements are to be paid in part from one series of PID Bonds and in part from another, insert the following:

As required by Section _____ of the Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

Authorized Improvements:	Amount to be paid from _____ Fund	Amount to be paid from _____ Fund	Total Cost of Authorized Improvements

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate account of the [PID Project][PID Bond Reimbursement] Fund] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Mosaic Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By:_____

David R. Blom, its Manager

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE I

1. Reimbursement Agreement Balance – Phase #1 Improvements

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project) (the "Series 2023 Phase 1 Bonds"):*

- Original Principal Amount: **$15,923,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Improvements shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project), or (2) 5.85**%** based on the Bond Index Rate of 5.85% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #1 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance - Phase #1 Improvements was incurred.

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2023 Phase 1 Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP.

B. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project) (the "Series 2024 Phase 1B Bonds"):*

- Original Principal Amount: **$6,425,000**

- Interest Rate**:** _____**%**

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2024 Phase 1B Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP, as updated in connection with the issuance of the Series 2024 Phase 1B Bonds.

2. Reimbursement Agreement Balance – Improvement Area #2 Projects

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)(the "Series 2024 IA #2 Bonds"):*

- Original Principal Amount: $_____

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Improvement Area #2 Projects shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project) (the "*Series 2024 IA #2 Bonds*"), or (2) ____% based on the Bond Index Rate of ____% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Improvement Area #2 Projects was incurred.

- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. _____ approved on November 12, 2024, and recorded in the real property records of Collin County, Texas on [_____], 2024, as Document No. [_____].

- Improvements Paid: The proceeds of the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area #2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.

- Payment Source: Solely from net bond proceeds of the Series 2024 IA #2 Bonds secured by the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP. The net bond proceeds of the Series 2024 IA #2 Bonds deposited in the Improvement Area #2 Project Account of the Project Fund established by the trust indenture relating to the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area #2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.

B. *Portion to be paid from Improvement Area #2 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: $_____
- Interest Rate: ____%
- Bond Index Rate approved by the City Council: ____% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Improvement Area #2 Projects was incurred.
- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. _____ approved on November 12, 2024, and recorded in the real property records of Collin County, Texas on [_____], 2024, as Document No. [_____].
- Improvements Paid: The costs of the Improvement Area #2 Projects may be paid for Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.
- Payment Source: Solely from Improvement Area #2 Assessment Revenues from the collection of the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP not securing the Series 2024 IA #2 Bonds. The Improvement Area #2 Assessment Revenues on deposit in the Reimbursement Fund established by the trust indenture relating to the Series 2024 IA #2 Bonds shall be used first to pay the actual costs of the Initial Major Improvements allocable to Improvement Area #2, next to pay the costs of the Improvement Area #2 Improvements, and finally to pay costs of the Additional Major Improvements allocable to Improvement Area #2.

EXHIBIT E
UPDATED SERVICE AND ASSESSMENT PLAN

MOSAIC
PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

AMENDED 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

AMENDED 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 is being 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 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 being 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 being 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	$6,914,309	$1,479,310	$8,393,619
Water Improvements	$2,606,842	$557,731	$3,164,573
Sanitary Sewer Improvements	$3,178,209	$679,975	$3,858,184
Storm Drainage Improvements	$3,433,469	$734,588	$4,168,057
Open space and park improvements	$5,434,472	$1,162,700	$6,597,173
Other Soft and Miscellaneous Costs	$6,759,145	$1,446,113	$8,205,258
Subtotal Improvement Area #2 Improvements	*$28,326,445*	*$6,060,417*	*$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	$0	$1,742,217	$1,742,217
Open Space and Park Improvements	$0	$1,066,701	$1,066,701
Other Soft and Miscellaneous Costs	$0	$565,513	$565,513
Subtotal Additional Major Improvements	*$0*	*$3,374,430*	*$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	$1,691,328
2026	$0	$0	$0	$1,692,071
2027	$0	$0	$0	$1,692,251
2028	$0	$0	$0	$1,692,559
2029	$0	$0	$0	$1,692,932
2030	$0	$0	$0	$1,693,324
Total	**$29,409,514**	**$22,162,000**	**$7,247,514**	**$10,754,907**

[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 issued in 2024 and the Series 2024 Improvement Area #2 Bonds and the creation of the Improvement Area #2 Reimbursement Agreement Obligation 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 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 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 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 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 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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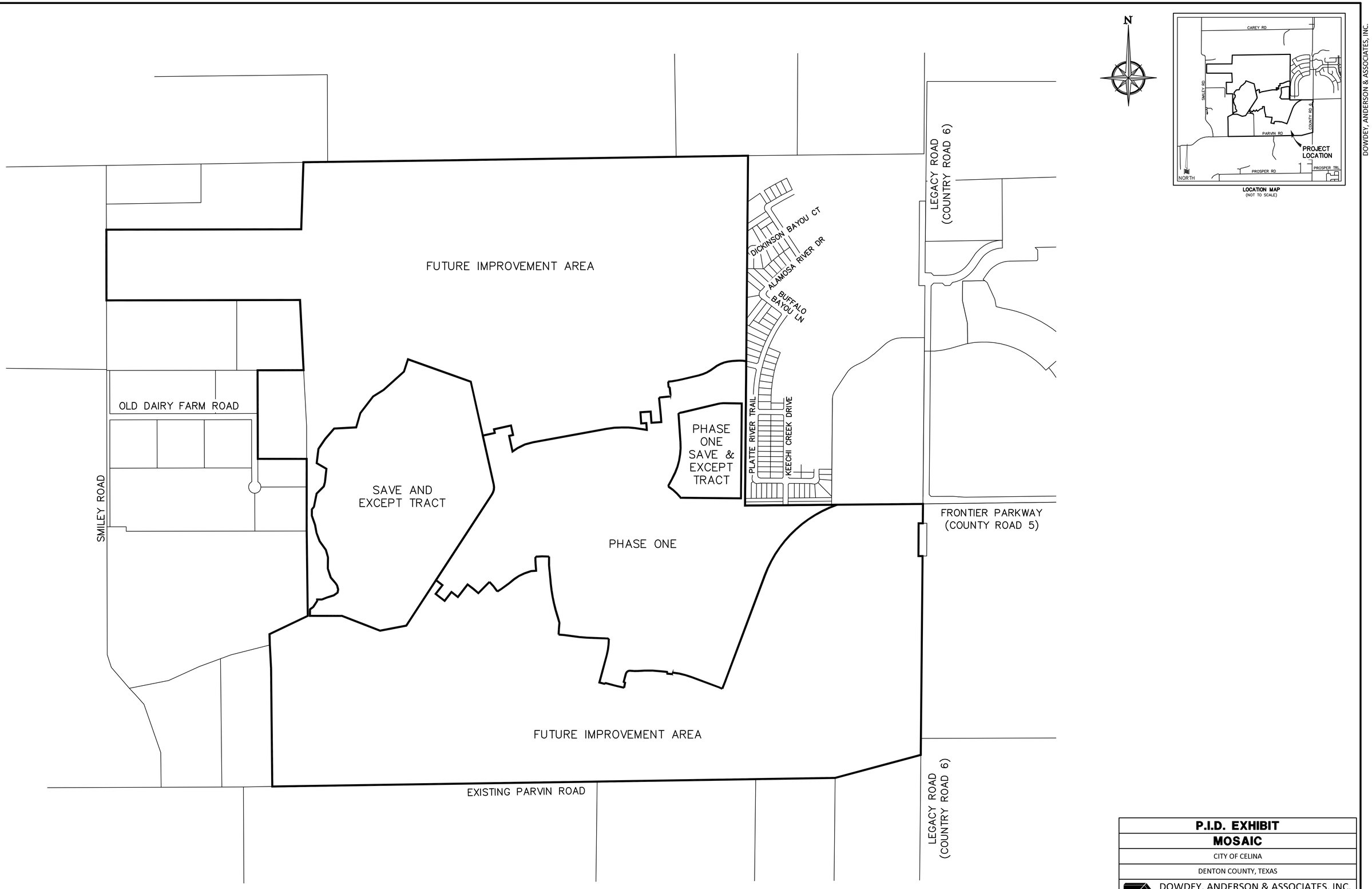
APPENDIX A
PID MAP



LOCATION MAP
(NOT TO SCALE)

N

DOWDEY, ANDERSON & ASSOCIATES, INC.

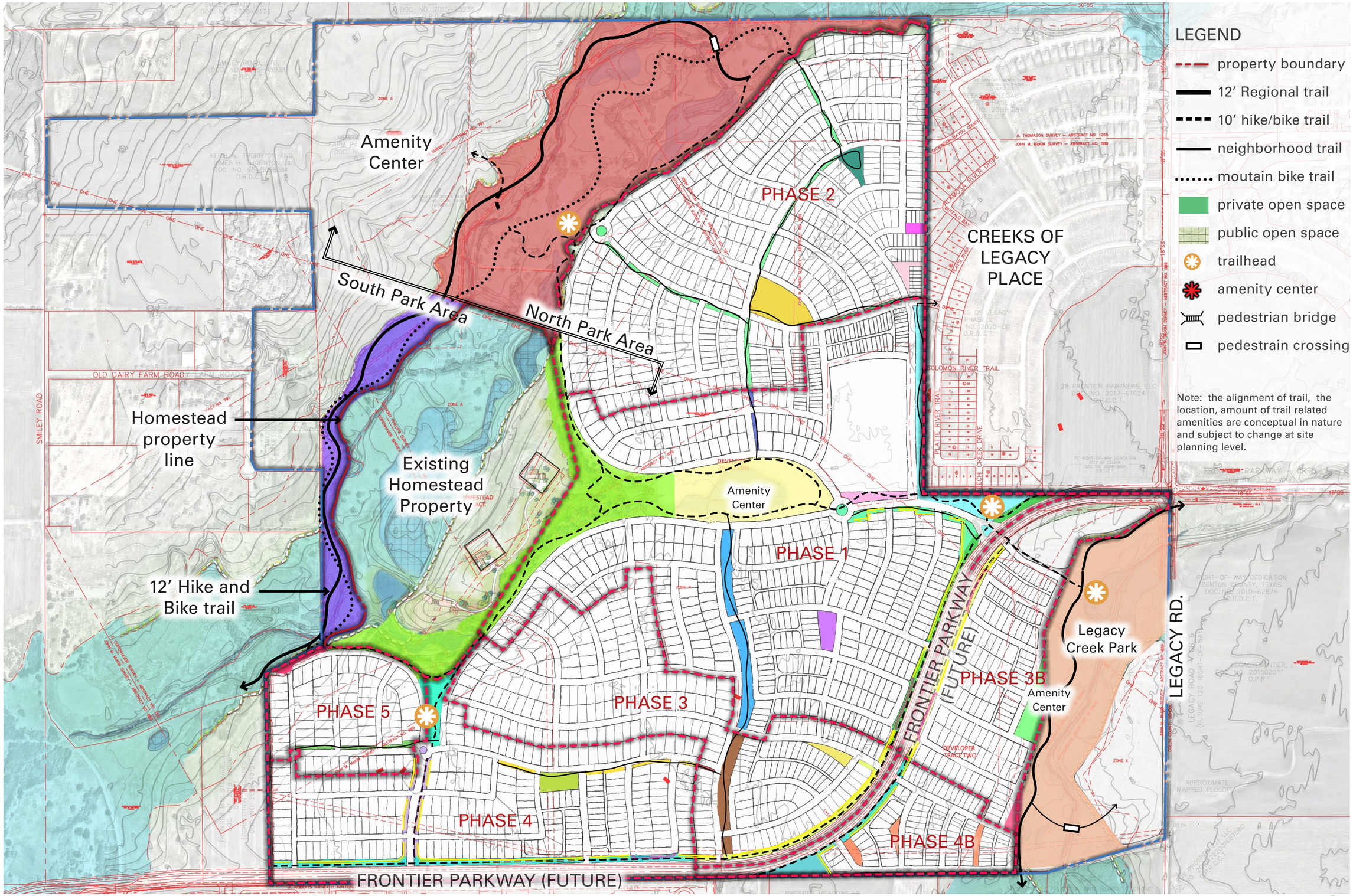
P.I.D. EXHIBIT
MOSAIC
CITY OF CELINA
DENTON COUNTY, TEXAS

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, daint



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.

MOSAIC PHASES 1 – 5 LEGAL DESCRIPTION

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the P. Roberts Survey, Abstract No. 1115, the C. Copenhaver Survey, Abstract No. 253, the Anthony Phillips Survey, Abstract No. 1028, the John M. McKim Survey, Abstract No. 889, the John Morton Survey, Abstract No. 791, and the A. Thomason Survey, Abstract No. 1265, 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 point from which a ½" iron rod with plastic cap stamped "SPIRSENG" set for the south corner of Lot 27, Block N, Creeks of Legacy West Phase 2, an addition to the City of Celina 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, bears N 00°29'18" W, a distance of 413.17 feet;

THENCE N 89°30'42" W, 219.87 feet;

THENCE around a tangent curve to the left with a central angle of 13°53'59", a radius of 220.00 feet, a chord of S 83°32'18" W - 53.24 feet, an arc length of 53.37 feet;

THENCE S 76°35'18" W, 355.59 feet;

THENCE around a tangent curve to the right with a central angle of 06°12'51", a radius of 280.00 feet;, a chord of S 79°41'44" W - 30.35 feet, an arc length of 30.37 feet;

THENCE S 39°54'53" W, 14.41 feet;

THENCE around a non-tangent curve to the right with a central angle of 00°03'46, a radius of 3030.00 feet, a chord of S 03°55'05" E - 3.32 feet, an arc length of 3.32 feet;

THENCE S 03°53'11" E, 273.56 feet;

THENCE around a tangent curve to the right with a central angle of 27°48'09", a radius of 630.00 feet, a chord of S 10°00'53" W - 302.71 feet, an arc length of 305.70 feet;

THENCE around a compound curve to the right with a central angle of 05°04'18", a radius of 830.00 feet, a chord of S 26°27'07" W - 73.45 feet, an arc length of 73.47 feet;

THENCE S 28°59'16" W, 65.25 feet;

THENCE S 14°01'33" E, 14.62 feet;

THENCE around a non-tangent curve to the right with a central angle of 18°03'19", a radius of 505.00 feet, a chord of S 47°26'40" E - 158.48 feet, an arc length of 159.14 feet;

THENCE S 89°30'42" E, 557.82 feet;

THENCE N 00°29'18" E, 200.05 feet;

THENCE S 89°31'20" E, 70.00 feet;

THENCE S 00°29'18" W, 270.07 feet, passing a 5/8” iron rod with plastic cap found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2;

THENCE N 89°28'41" E, 1269.96 feet;

THENCE N 89°28'53" E, 468.56 feet;

THENCE S 00°29'23" W, 59.98 feet;

THENCE S 89°28'41" W, 467.50 feet;

THENCE around a tangent curve to the left with a central angle of 41°14'26", a radius of 1040.00 feet, a chord of S 68°51'28" W – 732.52 feet, an arc length of 748.58 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 169.03 feet;

THENCE S 00°52'04" E, 300.19 feet;

THENCE S 00°52'04" E, 70.03 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet;, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet;, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a curve to the left having a central angle of 23°15'13", a radius of 1460.00 feet; a chord of N 67°47'29" E – 588.49, an arc length of 592.55 feet;

THENCE S 89°07'18" W, 261.04 feet;

THENCE S 89°08'14" W, 3173.39 feet;

THENCE N 00°35'35" W, 1156.84 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE N 45°06'46" E, 15.43 feet;

THENCE around 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, 1522.09 feet;

THENCE around a non-tangent curve to the left having a central angle of 50°22'16", a radius of 125.00 feet, a chord of N 11°46'51" E - 106.39 feet, an arc length of 109.89 feet;

THENCE N 12°34'46" W, 852.77 feet to a 5/8” iron rod with plastic cap found;

THENCE N 23°25'03" E, 85.37 feet;

THENCE N 09°02'24" E, 282.82 feet;

THENCE N 09°51'08" W, 93.26 feet;

THENCE N 25°30'34" E, 76.43 feet;

THENCE N 37°34'49" E, 96.04 feet;

THENCE N 02°53'54" E, 59.63 feet;

THENCE N 48°56'21" W, 73.01 feet;

THENCE N 20°57'08" E, 57.61 feet;

THENCE S 84°17'00" E, 73.49 feet;

THENCE N 29°38'33" E, 196.61 feet;

THENCE N 22°08'17" E, 70.55 feet;

THENCE N 55°11'46" E, 88.12 feet;

THENCE N 79°40'16" E, 56.49 feet;

THENCE N 70°14'51" E, 79.99 feet;

THENCE N 10°52'32" E, 30.16 feet;

THENCE N 56°12'39" E, 264.70 feet;

THENCE N 79°15'33" E, 121.22 feet;

THENCE N 46°14'13" E, 196.10 feet;

THENCE N 62°02'45" E, 211.19 feet;

THENCE N 43°21'03" E, 516.67 feet;

THENCE N 32°11'00" E, 171.63 feet;

THENCE N 45°50'23" E, 68.42 feet;

THENCE N 86°58'27" E, 48.21 feet;

THENCE N 33°45'23" E, 40.01 feet;

THENCE N 04°37'08" E, 46.91 feet;

THENCE N 54°49'32" E, 27.64 feet;

THENCE N 27°58'53" E, 28.59 feet;

THENCE N 72°13'50" E, 79.12 feet;

THENCE N 65°38'37" E, 100.22 feet;

THENCE S 85°07'20" E, 277.74 feet;

THENCE N 68°12'55" E, 65.00 feet;

THENCE N 84°05'21" E, 46.90 feet;

THENCE S 73°03'23" E, 91.25 feet;

THENCE N 81°08'08" E, 72.01 feet;

THENCE N 26°52'11" E, 76.58 feet;

THENCE N 76°02'36" E, 29.69 feet;

THENCE S 59°43'25" E, 35.77 feet;

THENCE S 75°08'35" E, 67.52 feet;

THENCE S 00°29'18" W, 2335.32 feet to the **POINT OF BEGINNING** with the subject tract containing 19,043,905 square feet or 437.188 acres of land.

MOSAIC FUTURE PHASES (3A, 3B, 4, AND 5)

TRACT 1 LEGAL DESCRIPTION

BEING a tract of land situated in the C. Copenhaver Survey, Abstract No. 253, and the John M. McKim Survey, 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 point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 83°57'53" W, a distance of 205.51 feet;

THENCE N 14°56'44" E, 82.93 feet;

THENCE around a tangent curve to the right with a central angle of 84°32'16", a radius of 40.00 feet, a chord of N 57°12'52" E - 53.81 feet, an arc length of 59.02 feet;

THENCE around a reverse curve to the left with a central angle of 14°23'55", a radius of 259.00 feet, a chord of S 87°42'57" - 64.92 feet, an arc length of 65.09 feet;

THENCE around a reverse curve to the right with a central angle of 11°06'46", a radius of 1191.00 feet, a chord of S 89°21'32" E - 230.64 feet, an arc length of 231.00 feet;

THENCE S 83°47'59" E, 61.07 feet;

THENCE S 14°01'46" E, 15.98 feet;

THENCE S 04°11'51" W, 1.74 feet;

THENCE S 85°48'09" E, 50.00 feet;

THENCE N 22°52'00" E, 15.61 feet;

THENCE around a non-tangent curve to the right having a central angle of 13°42'18", a radius of 791.00 feet, a chord of S 76°21'54" E - 188.75 feet, an arc length of 189.20 feet;

THENCE S 69°30'45" E, 277.74 feet;

THENCE S 66°35'18" E, 40.00 feet;

THENCE around a non-tangent curve to the right having a central angle of 65°47'33", a radius of 1340.00 feet, a chord of S 56°18'29" W - 1455.56 feet, an arc length of 1538.72 feet;

THENCE S 89°12'16" W, 3185.90 feet;

THENCE N 00°35'35" W, 1053.99 feet;

THENCE N 02°45'46" W, 331.09 feet;

THENCE N 64°25'29" E, 414.33 feet;

THENCE N 89°59'57" E, 333.20 feet;

THENCE S 68°47'49" E, 401.09 feet;

THENCE S 05°28'41" E, 130.58 feet;

THENCE around a non-tangent curve to the right having a central angle of 19°37'50", a radius of 325.00 feet, a chord of S 19°35'46" E - 110.81 feet, an arc length of 111.35 feet;

THENCE N 84°37'51" E, 102.78 feet;

THENCE S 05°22'09" E, 50.00 feet;

THENCE N 84°37'51" E, 17.28 feet;

THENCE around a tangent curve to the right with a central angle of 01°40'53", a radius of 525.00 feet, a chord of N 85°28'18" E - 15.41 feet, an arc length of 15.41 feet;

THENCE S 00°35'35" E, 146.28 feet;

THENCE N 89°12'16" E, 122.76 feet;

THENCE S 78°40'08" E, 45.63 feet;

THENCE S 66°35'40" E, 62.17 feet;

THENCE around a tangent curve to the right with a central angle of 02°29'07", a radius of 455.00 feet, a chord of S 65°21'07" E - 19.73 feet, an arc length of 19.74 feet;

THENCE around a non-tangent curve to the left having a central angle of 22°48'56", a radius of 1318.73 feet, a chord of S 75°33'00" E - 521.66 feet, an arc length of 525.13 feet;

THENCE S 00°33'38" E, 2.17 feet;

THENCE N 89°26'22" E, 50.00 feet;

THENCE around a non-tangent curve to the left having a central angle of 14°19'46", a radius of 1315.00 feet, a chord of N 83°39'51" E - 328.02 feet, an arc length of 328.88 feet;

THENCE around a non-tangent curve to the right having a central angle of 09°13'42", a radius of 409.53 feet, a chord of N 81°00'19" E - 65.89 feet, an arc length of 65.96 feet;

THENCE N 85°43'40" E, 179.95 feet;

THENCE S 89°40'41" E, 50.00 feet;

THENCE S 89°26'44" E, 5.50 feet;

THENCE around a tangent curve to the right with a central angle of 14°23'28" a radius of 1200.00 feet, a chord of S 82°15'00" E - 300.62 feet, an arc length of 301.41 feet;

THENCE S 75°03'16" E, 75.49 feet;

THENCE N 14°56'44" E, 143.91 feet;

THENCE around a non-tangent curve to the right having a central angle of 03°02'10", a radius of 1075.00 feet, a chord of S 68°32'19" E - 56.96 feet, an arc length of 56.97 feet;

THENCE around a reverse curve to the left with a central angle of 06°56'47", a radius of 525.00 feet, a chord of S 70°29'37" E - 63.61 feet, an arc length of 63.65 feet;

THENCE S 29°47'00" E, 14.21 feet;

THENCE S 75°03'30" E, 50.00 feet;

THENCE N 59°56'37" E, 14.14 feet;

THENCE S 75°03'30" E, 104.35 feet;

THENCE around a tangent curve to the left with a central angle of 03°50'12", a radius of 1225.00 feet, a chord of S 76°58'36" E - 82.01 feet, an arc length of 82.03 feet;

THENCE N 11°06'18" E, 50.00 feet;

THENCE N 59°46'22" W, 15.52 feet; to the **POINT OF BEGINNING** with the subject tract containing 4,317,766 square feet or 99.122 acres of land.

TRACT 2 LEGAL DESCRIPTION

BEING a tract of land situated in the John M. McKim Survey, 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 point from which an ”X” found in concrete for the intersection of the centerline of Triadic Lane and the centerline of Miscellany Lane bears N 39°01'49" W, a distance of 1097.66 feet;

THENCE around a curve to the left having a central angle of 05°16'21", a radius of 1499.99 feet; a chord of N 57°11'46" E - 137.98, an arc length of 138.03 feet;

THENCE N 80°36'06" W, 57.53 feet;

THENCE around a non-tangent curve to the left having a central angle of 35°40'37", a radius of 1460.00 feet, a chord of N 38°19'34" - 894.50 feet, an arc length of 909.11 feet;

THENCE N 20°29'15" E, 1113.94 feet;

THENCE around a tangent curve to the right with a central angle of 27°45'00", a radius of 1040.00 feet, a chord of N 34°21'45" E - 498.79 feet, an arc length of 503.70 feet to a point from which a 5/8” iron rod found for the southwest corner of Lot 10X, Block P, Creeks of Legacy West Phase 2, an addition recorded in Document No. 2020-80, Plat Records, Denton county, Texas (PRDCT), bears N 56°52'50" E, a distance of 700.47 feet;

THENCE S 05°12'43" E, 24.13 feet;

THENCE S 58°06'38" E, 169.72 feet;

THENCE around a tangent curve to the left with a central angle of 19°09'49", a radius of 675.00 feet, a chord of S 67°41'32" E - 224.71 feet, an arc length of 225.76 feet;

THENCE S 77°16'26" E, 46.84 feet;

THENCE S 12°43'34" W, 607.42 feet;

THENCE around a tangent curve to the right with a central angle of 05°46'29", a radius of 525.00 feet, a chord of S 15°36'48" W - 52.89 feet, an arc length of 52.91 feet;

THENCE S 18°30'03" W, 535.21 feet;

THENCE S 26°29'57" E, 14.14 feet;

THENCE S 71°29'57" E, 136.95 feet;

THENCE S 18°30'03" W, 277.94 feet;

THENCE around a tangent curve to the left with a central angle of 19°22'07", a radius of 475.00 feet, a chord of S 08°48'59" W - 159.81 feet, an arc length of 160.57 feet;

THENCE S 00°52'04" E, 539.25 feet;

THENCE S 87°25'58" W, 10.60 feet;

THENCE around a tangent curve to the right with a central angle of 01°48'20", a radius of 1030.00 feet, a chord of S 88°20'08" W - 32.46 feet, an arc length of 32.46 feet;

THENCE S 89°14'18" W, 877.70 feet;

THENCE around a tangent curve to the right with a central angle of 41°07'26", a radius of 380.00 feet, a chord of N 70°11'59" W - 266.93 feet, an arc length of 272.74 feet;

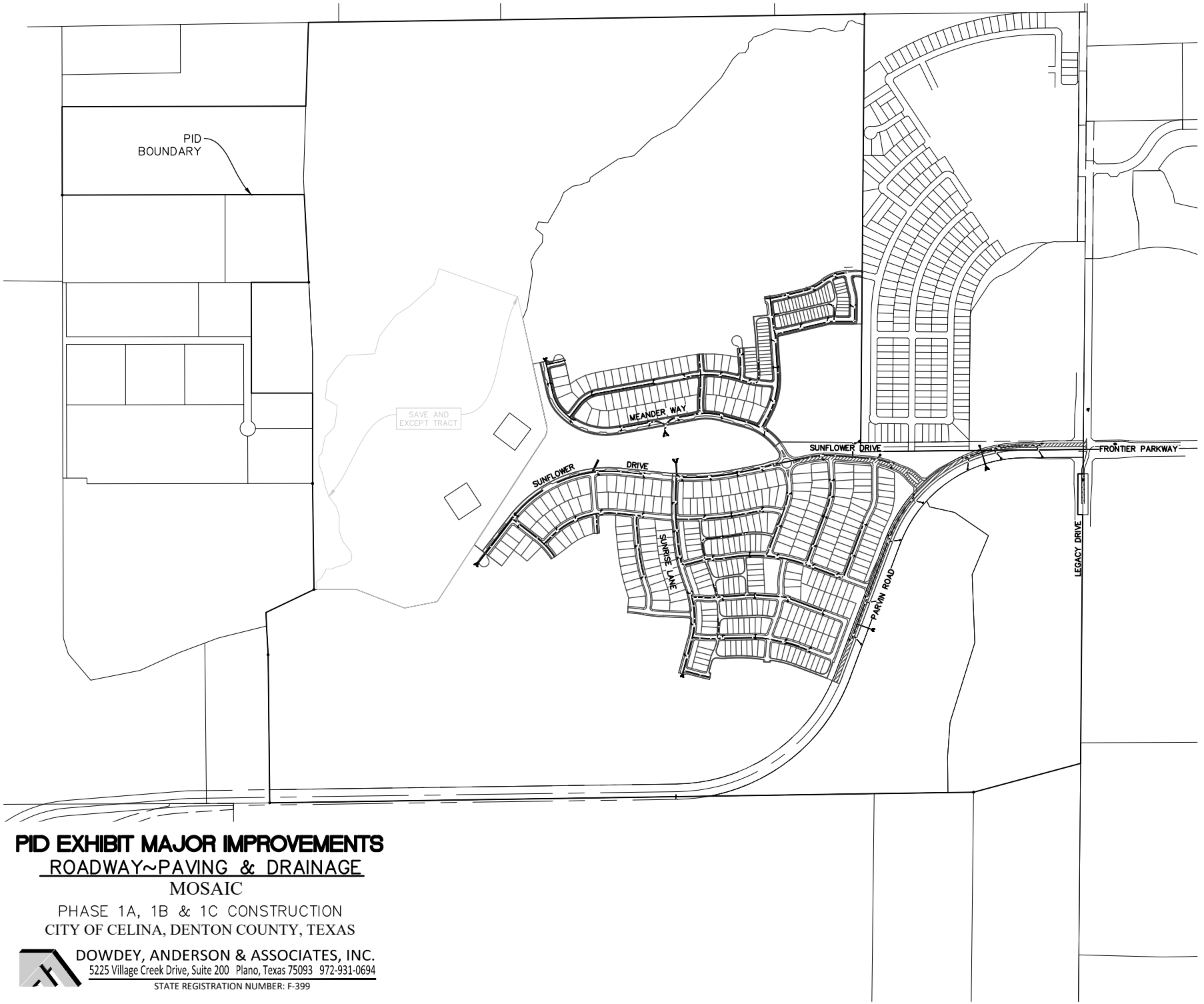
THENCE N 66°40'53" W, 16.02 feet;

THENCE S 43°58'51" W, 106.19 feet;

THENCE S 89°07'18" W, 63.41 feet;

THENCE N 30°09'52" W, 150.00 feet to the POINT OF BEGINNING with the subject tract containing 1,915,281 square feet or 43.969 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS



PID EXHIBIT MAJOR IMPROVEMENTS

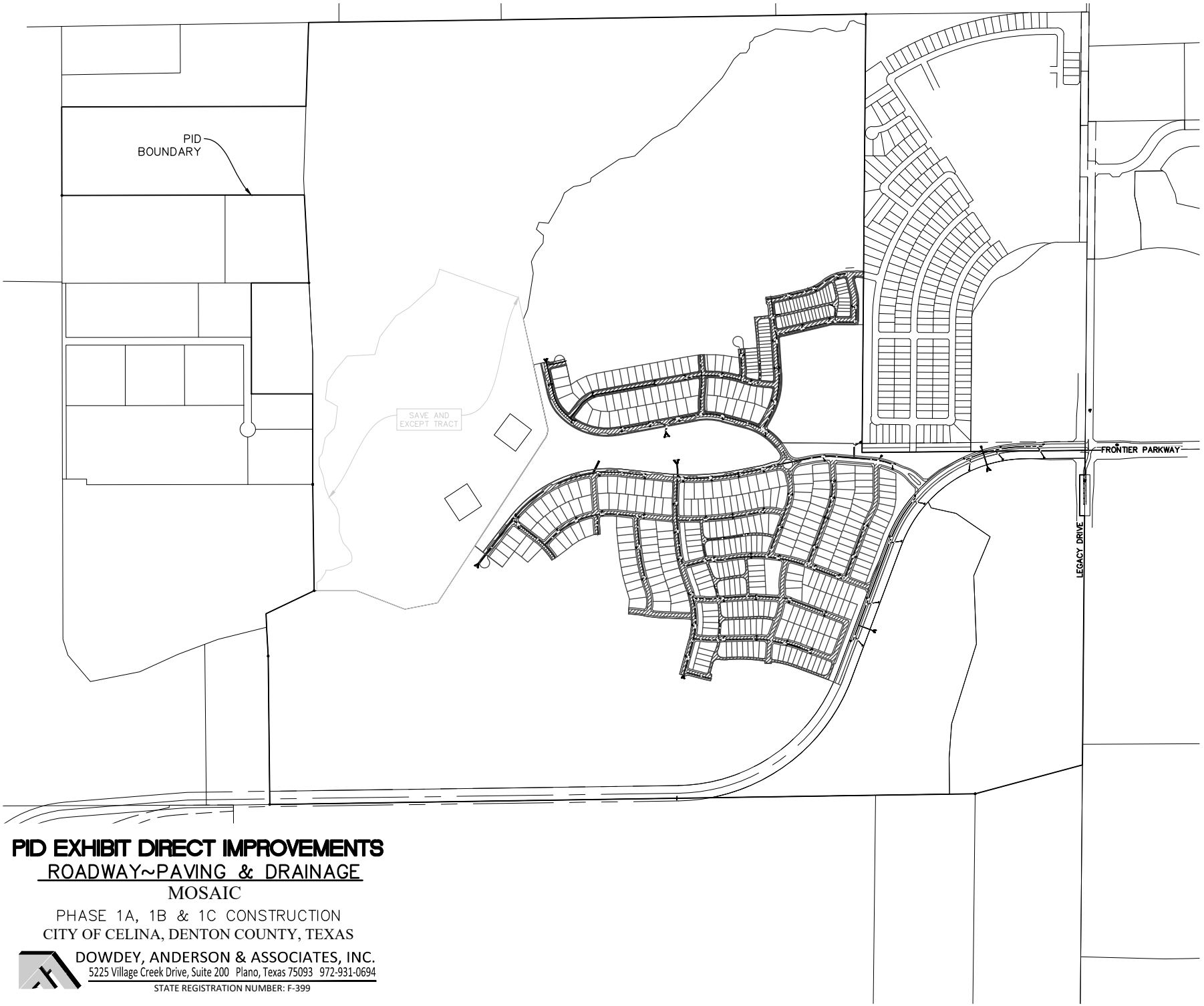
ROADWAY~PAVING & DRAINAGE

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

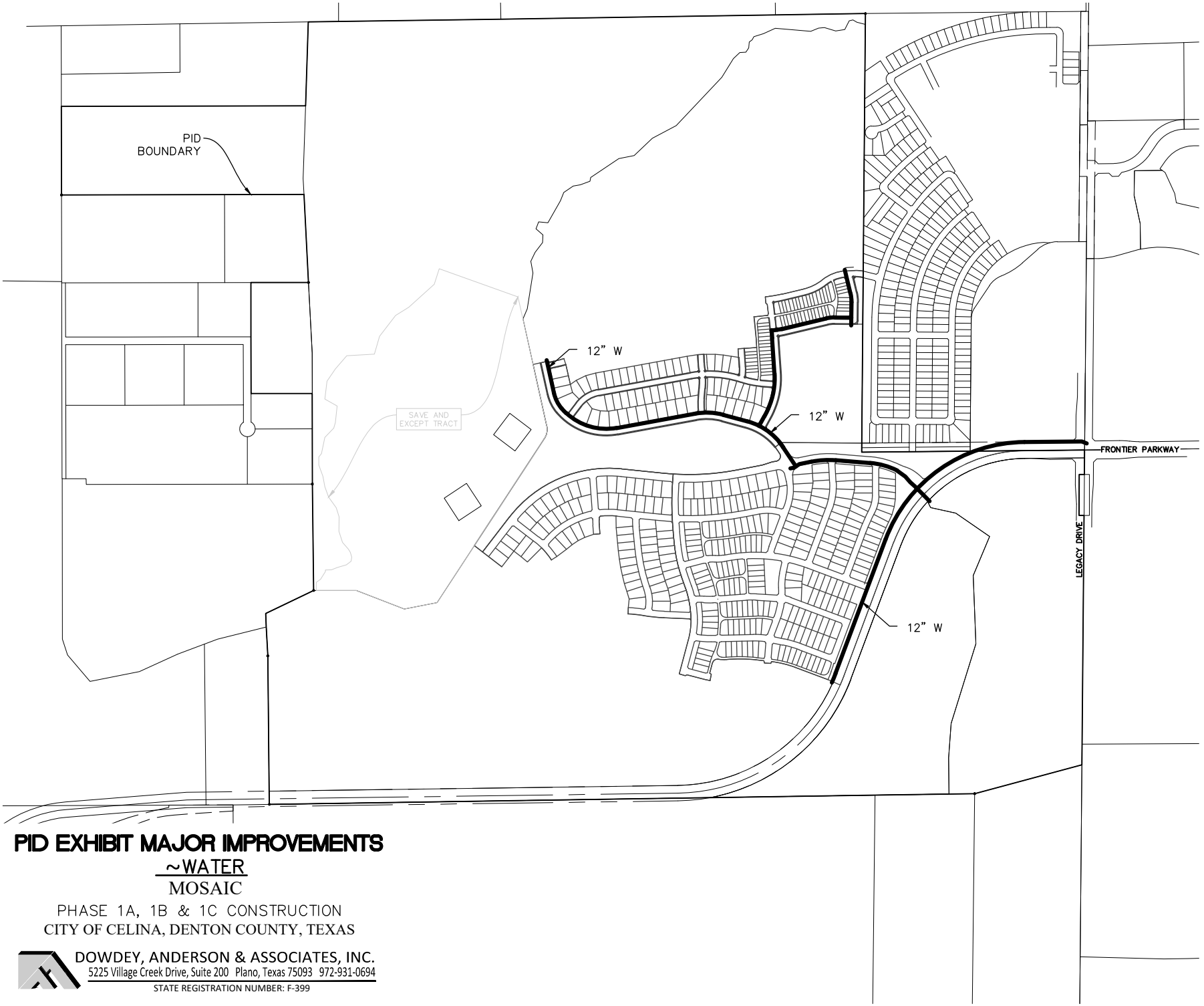
ROADWAY~PAVING & DRAINAGE

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

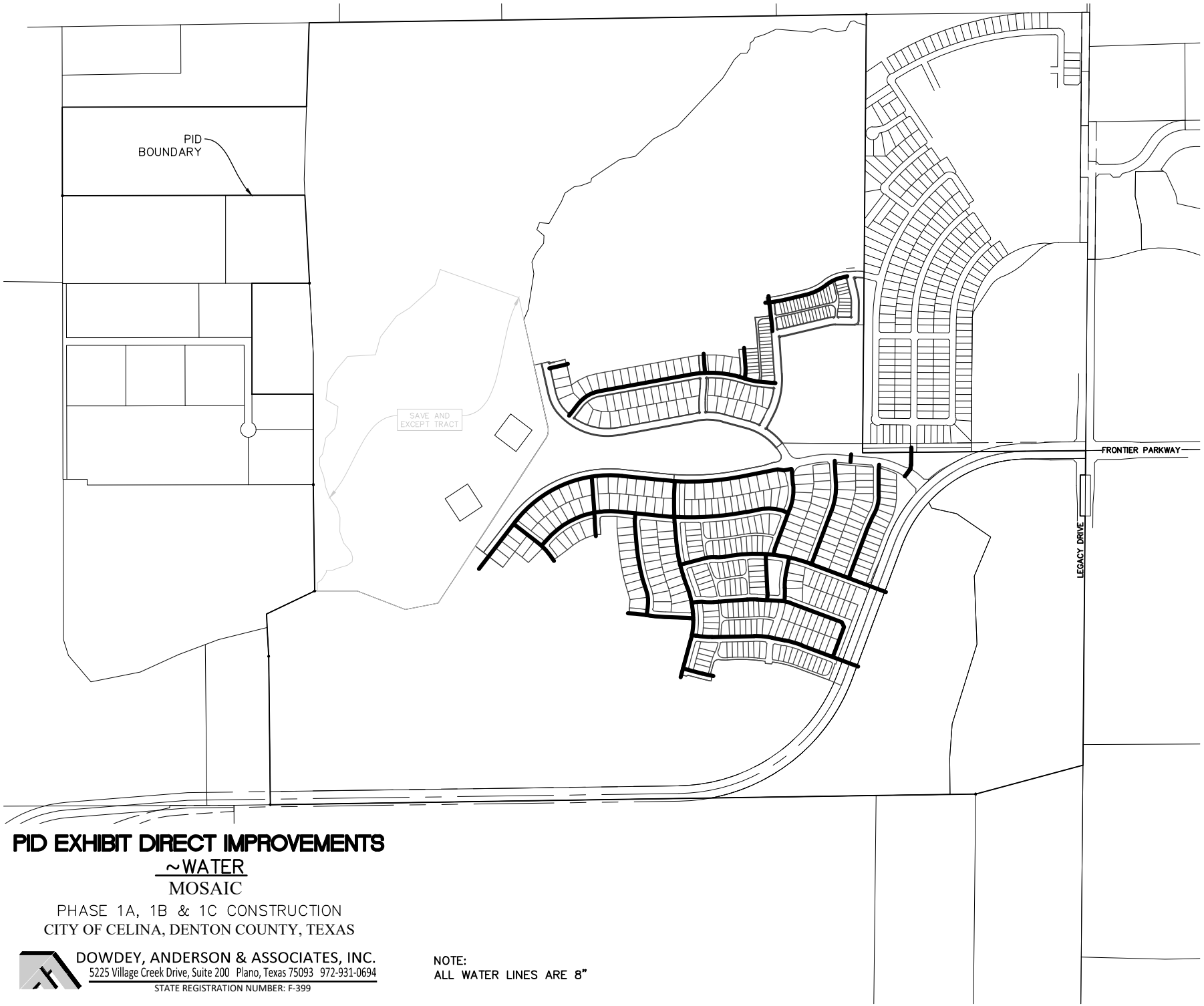
~WATER

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



PID EXHIBIT DIRECT IMPROVEMENTS

~WATER

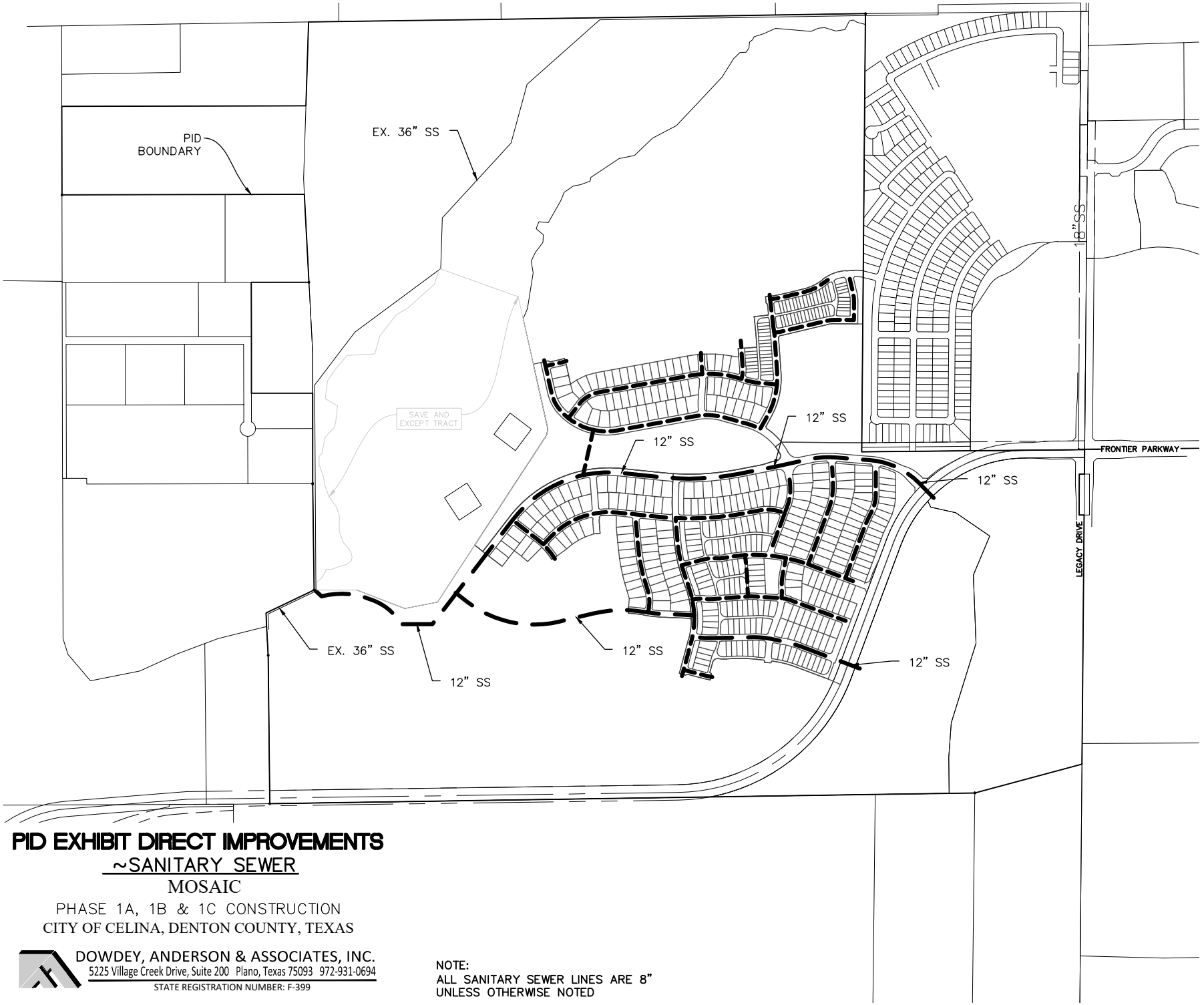
MOSAIC

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

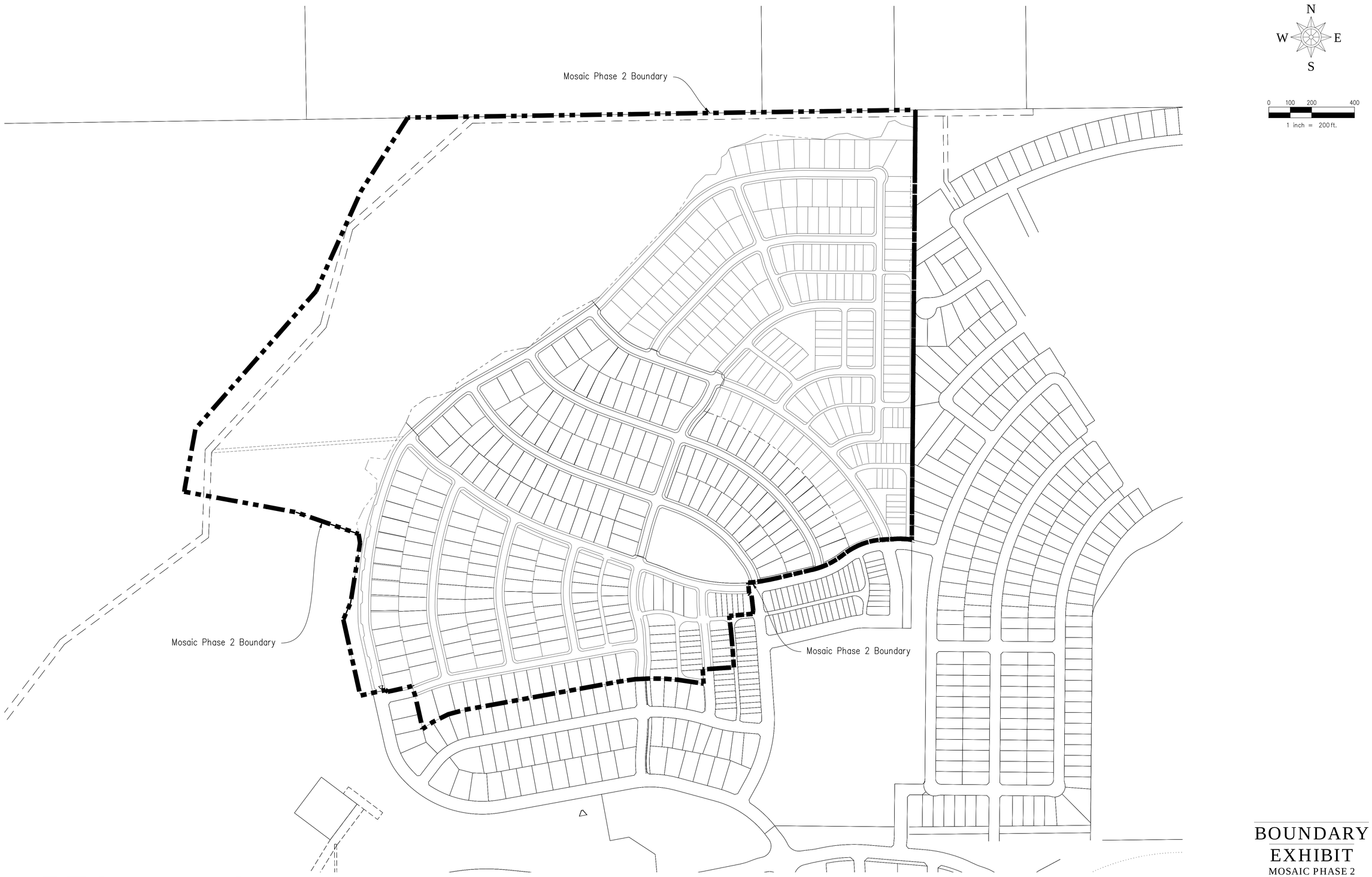
MOSAIC

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

Drawing: G:\2023 JOBS\23-051 Mosaic Phase 2A\ENGINEERING\PDF\PD Documents\CAD files\Phase 2.dwg Saved By: Samali Save Time: 8/8/2024 5:11:53 PM
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DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

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Drawing: G:\2023 JOBS\23-051 Mosaic Phase 2A\ENGINEERING\PDF\PID Documents\CAD files\Phase 2.dwg Saved By: Andrea.dicantor Save Time: 7/31/2024 2:26:25 PM
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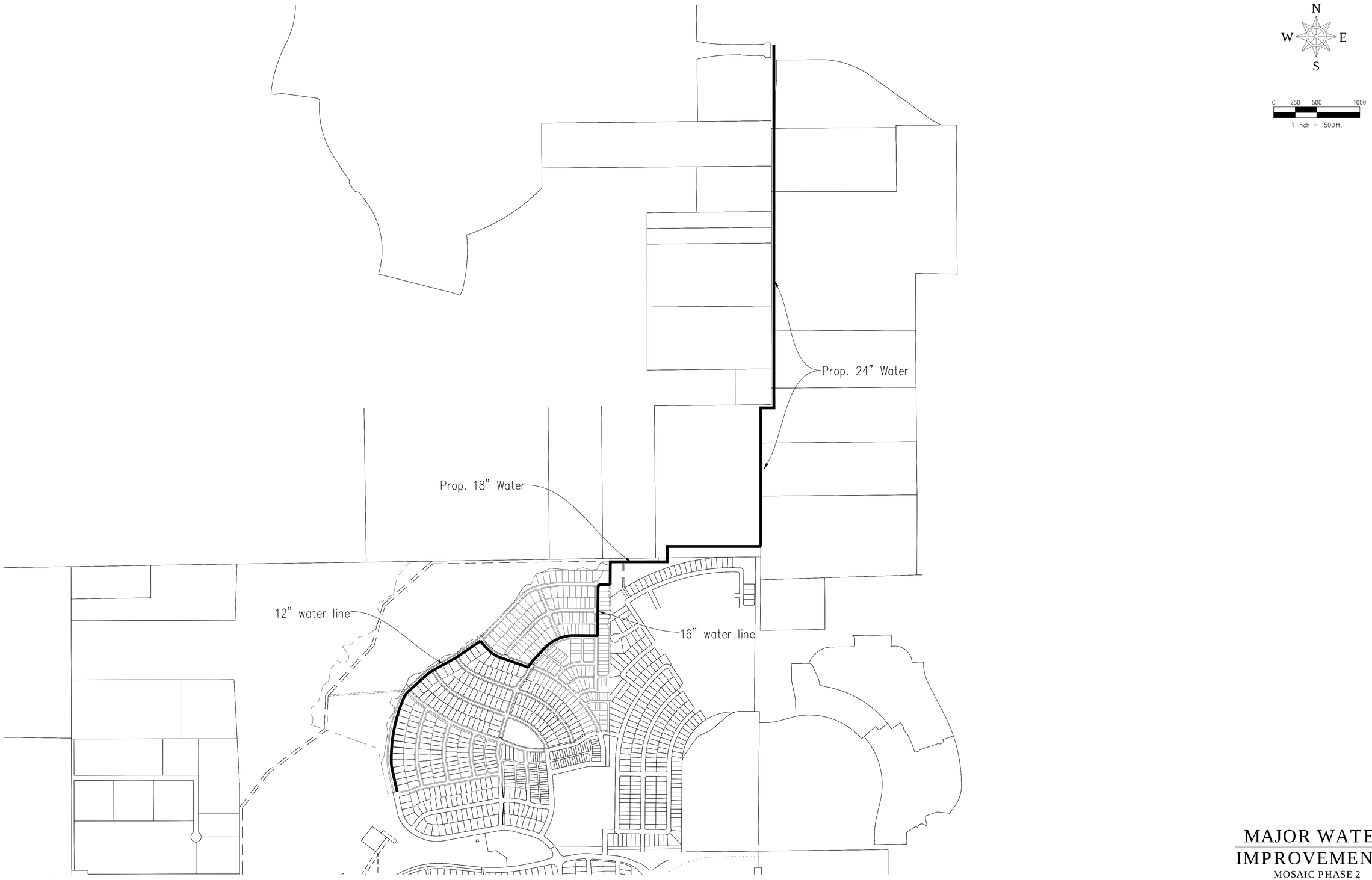

MAJOR WATER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA, DENTON COUNTY, TEXAS

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1 inch = 200 ft.

DIRECT SEWER IMPROVEMENTS

MOSAIC PHASE 2
CITY OF CELINA,
DENTON COUNTY, TEXAS

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Plotted by: andrea.alcantar Plot Date: 7/31/2024 5:24 PM



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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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Plotted by: andrewAdcenter Plot Date: 7/31/2024 5:25 PM



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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\122-051 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

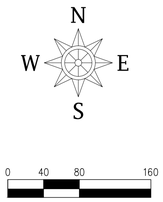


DIRECT SANITARY SEWER IMPROVEMENTS

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





DIRECT WATER IMPROVEMENTS

MOSAIC PHASE 3C
CITY OF CELINA, DENTON COUNTY, TEXAS

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765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
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1 inch = 80 ft.

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
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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	$62,020	$79,615	$0	$1,691,328
9/30/26	$1,085,763	$434,313	$63,260	$108,735	$0	$1,692,071
9/30/27	$1,086,300	$434,425	$64,526	$107,000	$0	$1,692,251
9/30/28	$1,086,313	$435,250	$65,816	$105,180	$0	$1,692,559
9/30/29	$1,086,800	$435,730	$67,132	$103,270	$0	$1,692,932
9/30/30	$1,086,719	$436,865	$68,475	$101,265	$0	$1,693,324
9/30/31	$1,087,069	$436,598	$69,845	$99,160	$0	$1,692,671
9/30/32	$1,087,361	$436,985	$71,241	$96,955	$0	$1,692,543
9/30/33	$1,087,783	$437,970	$72,666	$94,630	$0	$1,693,049
9/30/34	$1,088,281	$438,495	$74,120	$92,175	$0	$1,693,071
9/30/35	$1,089,806	$439,560	$75,602	$89,585	$0	$1,694,553
9/30/36	$1,090,255	$440,108	$77,114	$86,845	$0	$1,694,322
9/30/37	$1,090,628	$441,138	$78,656	$83,955	$0	$1,694,376
9/30/38	$1,091,873	$441,593	$80,229	$80,905	$0	$1,694,599
9/30/39	$1,092,888	$442,473	$81,834	$77,685	$0	$1,694,879
9/30/40	$1,093,621	$443,720	$83,471	$74,285	$0	$1,695,097
9/30/41	$1,095,023	$444,278	$85,140	$70,695	$0	$1,695,135
9/30/42	$1,095,989	$445,145	$86,843	$66,905	$0	$1,694,882
9/30/43	$1,097,469	$447,265	$88,580	$62,905	$0	$1,696,219
9/30/44	$1,099,360	$448,523	$90,351	$58,675	$0	$1,696,909
9/30/45	$1,101,160	$448,918	$92,158	$54,205	$0	$1,696,441
9/30/46	$1,102,925	$450,450	$94,002	$49,475	$0	$1,696,852
9/30/47	$1,104,545	$453,005	$95,882	$44,465	$0	$1,697,897
9/30/48	$1,106,910	$453,468	$97,799	$39,155	$0	$1,697,332
9/30/49	$1,109,855	$454,895	$99,755	$33,535	$0	$1,698,040
9/30/50	$1,112,215	$457,173	$101,750	$27,580	$0	$1,698,718
9/30/51	$1,114,880	$458,185	$103,785	$21,270	$0	$1,698,120
9/30/52	$1,117,685	$459,933	$105,861	$14,590	$0	$1,698,069
9/30/53	$1,121,465	$465,300	$107,978	$7,515	$0	$1,702,258
Total	**$32,888,804**	**$13,395,532**	**$2,456,894**	**$2,111,830**	**($1,092,123)**	**$49,760,938**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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-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	$192	$246	$0	$5,235
9/30/26	$3,361	$1,344	$196	$337	$0	$5,237
9/30/27	$3,362	$1,345	$200	$331	$0	$5,238
9/30/28	$3,362	$1,347	$204	$326	$0	$5,239
9/30/29	$3,364	$1,349	$208	$320	$0	$5,240
9/30/30	$3,364	$1,352	$212	$313	$0	$5,241
9/30/31	$3,365	$1,351	$216	$307	$0	$5,239
9/30/32	$3,366	$1,353	$221	$300	$0	$5,239
9/30/33	$3,367	$1,356	$225	$293	$0	$5,240
9/30/34	$3,368	$1,357	$229	$285	$0	$5,240
9/30/35	$3,373	$1,361	$234	$277	$0	$5,245
9/30/36	$3,375	$1,362	$239	$269	$0	$5,244
9/30/37	$3,376	$1,365	$243	$260	$0	$5,244
9/30/38	$3,380	$1,367	$248	$250	$0	$5,245
9/30/39	$3,383	$1,370	$253	$240	$0	$5,246
9/30/40	$3,385	$1,373	$258	$230	$0	$5,247
9/30/41	$3,389	$1,375	$264	$219	$0	$5,247
9/30/42	$3,392	$1,378	$269	$207	$0	$5,246
9/30/43	$3,397	$1,384	$274	$195	$0	$5,250
9/30/44	$3,403	$1,388	$280	$182	$0	$5,252
9/30/45	$3,408	$1,390	$285	$168	$0	$5,251
9/30/46	$3,414	$1,394	$291	$153	$0	$5,252
9/30/47	$3,419	$1,402	$297	$138	$0	$5,255
9/30/48	$3,426	$1,404	$303	$121	$0	$5,254
9/30/49	$3,435	$1,408	$309	$104	$0	$5,256
9/30/50	$3,443	$1,415	$315	$85	$0	$5,258
9/30/51	$3,451	$1,418	$321	$66	$0	$5,256
9/30/52	$3,459	$1,424	$328	$45	$0	$5,256
9/30/53	$3,471	$1,440	$334	$23	$0	$5,269
Total	**$98,327**	**$40,022**	**$7,270**	**$6,513**	**($3,380)**	**$148,753**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$161	$207	$0	$4,395
9/30/26	$2,822	$1,129	$164	$283	$0	$4,397
9/30/27	$2,823	$1,129	$168	$278	$0	$4,398
9/30/28	$2,823	$1,131	$171	$273	$0	$4,399
9/30/29	$2,824	$1,132	$174	$268	$0	$4,400
9/30/30	$2,824	$1,135	$178	$263	$0	$4,401
9/30/31	$2,825	$1,135	$182	$258	$0	$4,399
9/30/32	$2,826	$1,136	$185	$252	$0	$4,398
9/30/33	$2,827	$1,138	$189	$246	$0	$4,400
9/30/34	$2,828	$1,140	$193	$240	$0	$4,400
9/30/35	$2,832	$1,142	$196	$233	$0	$4,404
9/30/36	$2,833	$1,144	$200	$226	$0	$4,403
9/30/37	$2,834	$1,146	$204	$218	$0	$4,403
9/30/38	$2,838	$1,148	$208	$210	$0	$4,404
9/30/39	$2,840	$1,150	$213	$202	$0	$4,405
9/30/40	$2,842	$1,153	$217	$193	$0	$4,405
9/30/41	$2,846	$1,155	$221	$184	$0	$4,405
9/30/42	$2,848	$1,157	$226	$174	$0	$4,405
9/30/43	$2,852	$1,162	$230	$163	$0	$4,408
9/30/44	$2,857	$1,166	$235	$152	$0	$4,410
9/30/45	$2,862	$1,167	$239	$141	$0	$4,409
9/30/46	$2,866	$1,171	$244	$129	$0	$4,410
9/30/47	$2,870	$1,177	$249	$116	$0	$4,412
9/30/48	$2,877	$1,178	$254	$102	$0	$4,411
9/30/49	$2,884	$1,182	$259	$87	$0	$4,413
9/30/50	$2,890	$1,188	$264	$72	$0	$4,415
9/30/51	$2,897	$1,191	$270	$55	$0	$4,413
9/30/52	$2,905	$1,195	$275	$38	$0	$4,413
9/30/53	$2,914	$1,209	$281	$20	$0	$4,424
Total	**$82,555**	**$33,602**	**$6,104**	**$5,469**	**($2,838)**	**$124,893**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$152	$195	$0	$4,153
9/30/26	$2,666	$1,066	$155	$267	$0	$4,154
9/30/27	$2,667	$1,067	$158	$263	$0	$4,155
9/30/28	$2,667	$1,069	$162	$258	$0	$4,156
9/30/29	$2,668	$1,070	$165	$254	$0	$4,157
9/30/30	$2,668	$1,073	$168	$249	$0	$4,158
9/30/31	$2,669	$1,072	$171	$243	$0	$4,156
9/30/32	$2,670	$1,073	$175	$238	$0	$4,156
9/30/33	$2,671	$1,075	$178	$232	$0	$4,157
9/30/34	$2,672	$1,077	$182	$226	$0	$4,157
9/30/35	$2,676	$1,079	$186	$220	$0	$4,161
9/30/36	$2,677	$1,081	$189	$213	$0	$4,160
9/30/37	$2,678	$1,083	$193	$206	$0	$4,160
9/30/38	$2,681	$1,084	$197	$199	$0	$4,161
9/30/39	$2,683	$1,086	$201	$191	$0	$4,161
9/30/40	$2,685	$1,089	$205	$182	$0	$4,162
9/30/41	$2,689	$1,091	$209	$174	$0	$4,162
9/30/42	$2,691	$1,093	$213	$164	$0	$4,161
9/30/43	$2,695	$1,098	$217	$154	$0	$4,165
9/30/44	$2,699	$1,101	$222	$144	$0	$4,166
9/30/45	$2,704	$1,102	$226	$133	$0	$4,165
9/30/46	$2,708	$1,106	$231	$121	$0	$4,166
9/30/47	$2,712	$1,112	$235	$109	$0	$4,169
9/30/48	$2,718	$1,113	$240	$96	$0	$4,167
9/30/49	$2,725	$1,117	$245	$82	$0	$4,169
9/30/50	$2,731	$1,122	$250	$68	$0	$4,171
9/30/51	$2,737	$1,125	$255	$52	$0	$4,169
9/30/52	$2,744	$1,129	$260	$36	$0	$4,169
9/30/53	$2,753	$1,142	$265	$18	$0	$4,179
Total	**$77,996**	**$31,747**	**$5,767**	**$5,167**	**($2,681)**	**$117,996**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$113	$145	$0	$3,070
9/30/26	$1,971	$788	$115	$197	$0	$3,072
9/30/27	$1,972	$789	$117	$194	$0	$3,072
9/30/28	$1,972	$790	$119	$191	$0	$3,072
9/30/29	$1,973	$791	$122	$187	$0	$3,073
9/30/30	$1,973	$793	$124	$184	$0	$3,074
9/30/31	$1,973	$793	$127	$180	$0	$3,073
9/30/32	$1,974	$793	$129	$176	$0	$3,072
9/30/33	$1,975	$795	$132	$172	$0	$3,073
9/30/34	$1,976	$796	$135	$167	$0	$3,073
9/30/35	$1,978	$798	$137	$163	$0	$3,076
9/30/36	$1,979	$799	$140	$158	$0	$3,076
9/30/37	$1,980	$801	$143	$152	$0	$3,076
9/30/38	$1,982	$802	$146	$147	$0	$3,076
9/30/39	$1,984	$803	$149	$141	$0	$3,077
9/30/40	$1,985	$805	$152	$135	$0	$3,077
9/30/41	$1,988	$806	$155	$128	$0	$3,077
9/30/42	$1,989	$808	$158	$121	$0	$3,077
9/30/43	$1,992	$812	$161	$114	$0	$3,079
9/30/44	$1,996	$814	$164	$107	$0	$3,080
9/30/45	$1,999	$815	$167	$98	$0	$3,079
9/30/46	$2,002	$818	$171	$90	$0	$3,080
9/30/47	$2,005	$822	$174	$81	$0	$3,082
9/30/48	$2,009	$823	$178	$71	$0	$3,081
9/30/49	$2,015	$826	$181	$61	$0	$3,082
9/30/50	$2,019	$830	$185	$50	$0	$3,084
9/30/51	$2,024	$832	$188	$39	$0	$3,083
9/30/52	$2,029	$835	$192	$26	$0	$3,082
9/30/53	$2,036	$845	$196	$14	$0	$3,090
Total	**$57,666**	**$23,472**	**$4,264**	**$3,820**	**($1,982)**	**$87,238**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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	$90	$115	$0	$2,454
9/30/26	$1,575	$630	$92	$158	$0	$2,455
9/30/27	$1,576	$630	$94	$155	$0	$2,455
9/30/28	$1,576	$631	$95	$153	$0	$2,455
9/30/29	$1,577	$632	$97	$150	$0	$2,456
9/30/30	$1,576	$634	$99	$147	$0	$2,456
9/30/31	$1,577	$633	$101	$144	$0	$2,455
9/30/32	$1,577	$634	$103	$141	$0	$2,455
9/30/33	$1,578	$635	$105	$137	$0	$2,456
9/30/34	$1,579	$636	$108	$134	$0	$2,456
9/30/35	$1,581	$638	$110	$130	$0	$2,458
9/30/36	$1,582	$638	$112	$126	$0	$2,458
9/30/37	$1,582	$640	$114	$122	$0	$2,458
9/30/38	$1,584	$641	$116	$117	$0	$2,458
9/30/39	$1,585	$642	$119	$113	$0	$2,459
9/30/40	$1,586	$644	$121	$108	$0	$2,459
9/30/41	$1,588	$644	$124	$103	$0	$2,459
9/30/42	$1,590	$646	$126	$97	$0	$2,459
9/30/43	$1,592	$649	$128	$91	$0	$2,461
9/30/44	$1,595	$651	$131	$85	$0	$2,462
9/30/45	$1,597	$651	$134	$79	$0	$2,461
9/30/46	$1,600	$653	$136	$72	$0	$2,462
9/30/47	$1,602	$657	$139	$65	$0	$2,463
9/30/48	$1,606	$658	$142	$57	$0	$2,462
9/30/49	$1,610	$660	$145	$49	$0	$2,463
9/30/50	$1,613	$663	$148	$40	$0	$2,464
9/30/51	$1,617	$665	$151	$31	$0	$2,463
9/30/52	$1,621	$667	$154	$21	$0	$2,463
9/30/53	$1,627	$675	$157	$11	$0	$2,469
Total	**$46,083**	**$18,757**	**$3,407**	**$3,053**	**($1,584)**	**$69,716**

[1]The 9/30/XX dates represent the fiscal year end for the Phase #1 Bonds.

[2]Represents the principal and interest on the Series 2023 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 Series 2023 Phase #1 Bonds was funded with capitalized interest.

[2]Represents the principal and interest on the Series 2024 Phase #1 Bonds. Interest is calculated using an 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
IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix H-1
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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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 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 is being funded with capitalized interest.

[3]Represents the principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation. Interest is calculated using an 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**

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:	November 12, 2024
Re:	Mosaic PID Improvement Area #2 Bond Ordinance

Action Requested:
Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

Background Information:
This item authorizes the sale of bonds for authorized projects in Improvement Area #2 within the Mosaic Public Improvement District (PID). 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. On October 8, 2024, City Council approved the preliminary SAP for Improvement Area #2 and called a public hearing to levy assessments on November 12, 2024. This item is contingent upon the approval of assessments for Improvement Area #2.

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 authorized project costs are $40,096,224. The proposed bond issuance is $38,256,000. This debt will be repaid through the assessments on properties in Imporvement Area #2.

Approval of this item authorizes the issuance of Improvement Area #2 Series 2024 Bonds.

Legal Review:

This item has been reviewed and approved by bond counsel.

Supporting Documents:

1. Mosaic PID Improvement Area #2 Bond Issuance Presentation
2. Bond Ordinance for Mosaic PID Improvement Area #2

Financial Consideration:

This item authorizes the sale of bonds, which will be repaid through assessments on properties within Improvement Area #2.

Staff Recommendation:

Staff recommends approval.

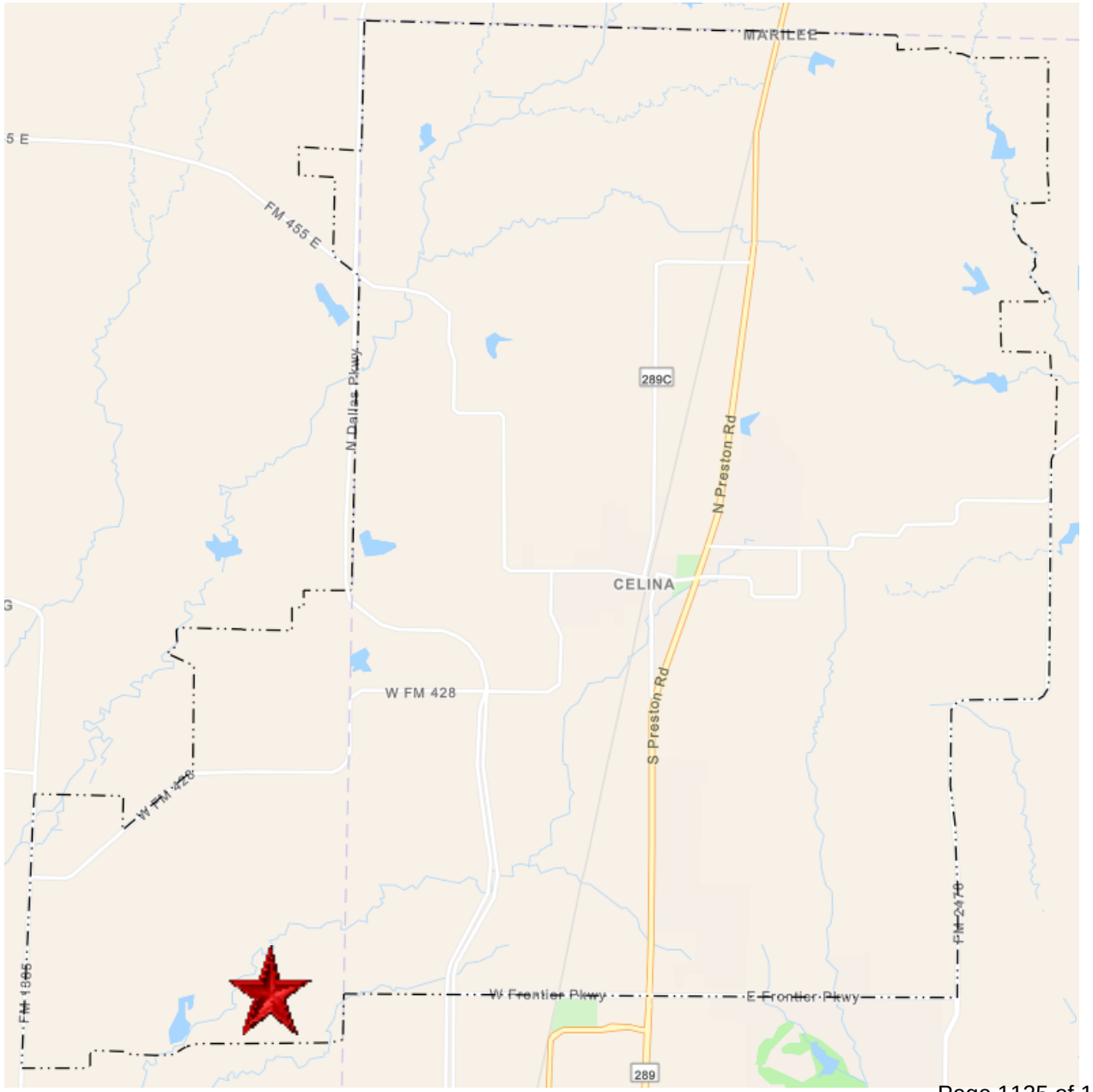
MOSAIC PID IMPROVEMENT AREA #2 BOND SALE

City Council Meeting
November 12, 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



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 Improvement Area #2 series bonds

IMPROVEMENT AREA #2

- Total units: 591
  - 70 ft = 122
  - 60 ft = 182
  - 50 ft = 141
  - 40 ft = 99
  - Townhomes = 47
- Authorized projects: $40,096,224
  - Roadway
  - Water
  - Sewer
  - Drainage
  - Open space and park improvements
- Improvement Area #2 Series 2024 bond issuance of $38,256,000

CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans
- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG
- Municap – PID and TIRZ Consultant
  - Advises the City on all matters related to PIDs and TIRZs
  - Ensures compliance with City's PID Policy and state statutes

BOND PRICING AND DETAILS

- The City's financial advisors, Hilltop Securities, will present the details of the Bond pricing.

BOND PRICING AND DETAILS

RECOMMENDATION

- Staff recommends approval.

ORDINANCE NO. 2024-__

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024 (MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 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 "Mosaic Public Improvement District" (the "District"), pursuant to Resolution No. 2021-104R adopted by the City Council of the City (the "City Council") on November 9, 2021; and

WHEREAS, pursuant to the PID Act, the City Council published notice of and convened a public hearing on November 12, 2024, regarding the levy of special assessments against benefitted property located within Improvement Area #2 of the District, and, after hearing testimony at such public hearing, the City Council closed the public hearing and adopted Ordinance No. 2024-_____ (the "Assessment Ordinance") on November 12, 2024; and

WHEREAS, in the Assessment Ordinance, the City Council approved and accepted the Mosaic Public Improvement District Service and Assessment Plan, dated November 12, 2024 (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 #2 Assessed Property as shown on the Improvement Area #2 Assessment Roll that is attached to the Service and Assessment Plan as Appendix H; and

WHEREAS, capitalized terms used in this Ordinance and not otherwise defined herein shall have the meanings assigned to them in the Service and Assessment Plan; and

WHEREAS, the City is authorized by the PID Act to issue its revenue bonds payable from the Assessments and other revenues received for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council 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 (Mosaic Public Improvement District Improvement Area #2 Project)" (the "Bonds"), such series to be payable from and secured by the Trust Estate (as defined in the Indenture); and

WHEREAS, the City Council hereby finds and determines to (i) approve the issuance of the Bonds to finance a portion of the Actual Costs of the Improvement Area #2 Projects, as identified in the Service and Assessment Plan, (ii) approve the form, terms, and provisions of an Indenture (defined below) securing the Bonds authorized hereby, (iii) approve the form, terms and provisions of a Bond Purchase Agreement (defined below) between the City and the purchaser of the Bonds, (iv) approve a Preliminary Limited Offering Memorandum (defined below) and a Limited Offering Memorandum (defined below), (v) approve the form, terms and provisions of a Continuing Disclosure Agreement (defined below) and (vi) approve the form, terms, and provisions of an Amended and Restated Reimbursement Agreement (defined below); and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; now, therefore

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

SECTION 1. Approval of Issuance of Bonds and Indenture of Trust.

(a) The issuance of the Bonds in the principal amount of $_____ for the purpose of providing funds for (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance, is hereby authorized and approved.

(b) The Bonds shall be issued and secured under that certain Indenture of Trust (the "Indenture") dated as of December 1, 2024, between the City and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), which Indenture is hereby approved in substantially the form attached hereto as **Exhibit A,** which is incorporated herein as a part hereof for all purposes, with such changes or additions thereto as may be approved by the Mayor or Mayor Pro Tem of the City (upon the advice of the City Manager) as evidenced by the execution and delivery thereof. The Mayor or Mayor Pro Tem of the City is hereby authorized and directed to execute the Indenture and the City Secretary is hereby authorized and directed to attest such signature of the Mayor or Mayor Pro Tem and such officials are hereby authorized to deliver the Indenture.

(c) The Bonds shall be dated, shall mature on the date or dates and in the principal amounts, shall bear interest, shall be subject to redemption and shall have such other terms and provisions as set forth in the Indenture. The Bonds shall be in substantially the form set forth in the Indenture with such insertions, omissions and modifications as may be required to conform the form of bond to the actual terms of the Bonds. The Bonds shall be payable from and secured by the Pledged Revenues (as defined in the Indenture) and other assets of the Trust Estate pledged to such series, and shall never be payable from ad valorem taxes.

SECTION 2. Sale of Bonds; Approval of Bond Purchase Agreement. The Bonds shall be sold to FMSbonds, Inc. (the "Underwriter") under that certain Bond Purchase Agreement (the "Bond Purchase Agreement"), dated the date hereof, between the City and the Underwriter, substantially in the form attached hereto as **Exhibit B** which is incorporated herein as a part hereof for all purposes, which terms of sale are declared to be in the best interests of the City at the price and on the terms and provisions set forth in the Bond Purchase Agreement. The form, terms and provisions of the Bond Purchase Agreement are hereby authorized and approved with such changes as may be necessary or desirable to carry out the intent of this Ordinance and as approved by the City Manager, such approval to be evidenced by the execution and delivery of the Bond Purchase Agreement by the Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City. The Mayor, Mayor Pro Tem, City Manager, or Assistant City Manager of the City is hereby authorized and directed to execute and deliver the Bond Purchase Agreement.

SECTION 3. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The form and substance of the Preliminary Limited Offering Memorandum for the 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 Bonds. The City Secretary is hereby authorized and directed to include and maintain a copy of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the offering of the Bonds is hereby ratified, approved and confirmed and the Preliminary Limited Offering Memorandum is hereby deemed "final" as of its date, within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. Notwithstanding the approval and delivery of such Preliminary Limited Offering Memorandum and Limited Offering Memorandum by the Mayor or Mayor Pro Tem, this City Council, including the Mayor and Mayor Pro Tem, are not responsible for and proclaim no specific knowledge of the information contained in the Preliminary Limited Offering Memorandum and Limited Offering Memorandum pertaining to the Development (as defined in the Limited Offering Memorandum), the Developer (as defined in the Limited Offering Memorandum) or its 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 (Mosaic Public Improvement District Improvement Area #2 Project) Continuing Disclosure Agreement of the Issuer" (the "Continuing Disclosure Agreement") by and 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, Assistant City Manager, Mayor, and Mayor Pro Tem of the City is authorized and directed to execute and deliver such Continuing Disclosure Agreement with such changes as may be required to carry out the purpose of this Ordinance and as approved by the City Manager, Assistant City Manager, Mayor or Mayor Pro Tem, such approval to be evidenced by the execution thereof.

SECTION 5. Amendment to PID Reimbursement Agreement – Mosaic Public Improvement District. That certain "Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District" (the "Amended and Restated Reimbursement Agreement") between the City and Tellus Texas I, 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 Amended and Restated Reimbursement 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 6. Additional Actions. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to take any and all actions on behalf of the City necessary or desirable to carry out the intent and purposes of this Ordinance and to issue the Bonds in accordance with the terms of this Ordinance. The Mayor, the Mayor Pro Tem, the City Manager, the Assistant City Manager, the Finance Director, and the City Secretary are each hereby authorized and directed to execute and deliver any and all certificates, agreements, notices, instruction letters, requisitions, and other documents which may be necessary or advisable in connection with the sale, issuance and delivery of the Bonds and the carrying out of the purposes and intent of this

Ordinance or any other certificates, agreements, or other documents subsequent to the delivery of the Bonds which may be necessary or appropriate to carry out or fulfill the purpose and intent of the Service and Assessment Plan and the acquisition and construction of the Improvement Area #2 Projects.

SECTION 7. 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 8. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 9. 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 10. 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 11. Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble of this Ordinance are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 12. 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 November 12, 2024.

CITY OF CELINA, TEXAS

Ryan Tubbs, Mayor

ATTEST:

Lauren Vaughns, City Secretary

(City Seal)

EXHIBIT A

INDENTURE OF TRUST

INDENTURE OF TRUST

By and Between

CITY OF CELINA, TEXAS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

DATED AS OF DECEMBER 1, 2024

SECURING

$_____
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

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INDENTURE OF TRUST

THIS INDENTURE, dated as of December 1, 2024 is by and between the CITY OF CELINA, TEXAS (the "City"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, DALLAS, TEXAS, as trustee (together with its successors, the "Trustee"). Capitalized terms used in the preambles, recitals and granting clauses and not otherwise defined shall have the meanings assigned thereto in Article I.

WHEREAS, a petition was submitted and filed with the City Secretary of the City (the "City Secretary") pursuant to the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the "PID Act"), requesting the creation of a public improvement district located in the extraterritorial jurisdiction of the City to be known as Mosaic Public Improvement District (the "District"); and

WHEREAS, the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the property owner who owns taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

WHEREAS, on November 9, 2021, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on November 9, 2021, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-104R, adopted by a majority of the members of the City Council, authorized the District in accordance with its finding as to the advisability of the improvement projects and services and also made findings and determinations relating to the estimated total costs of certain Authorized Improvements; and

WHEREAS, on November 12, 2021, the City Secretary filed a copy of Resolution No. 2021-104R with the county clerk of each county in which all or a part of the District is located in accordance with the provisions of the PID Act; and

WHEREAS, no written protests of the District from any owners of record of property within the District were filed with the City Secretary within 20 days after November 9, 2021; and

WHEREAS, on October 8, 2024, the City Council by Resolution No. 2024-___ made findings and determinations relating to the Actual Costs of certain Improvement Area #2 Projects, received and accepted a preliminary service and assessment plan and a proposed assessment roll, called a public hearing for November 12, 2024 and directed City staff to (i) file said proposed assessment roll with the City Secretary and to make it available for public inspection as required by Section 372.016(b) of the PID Act, and (ii) publish and mail such notice relating to the November 12, 2024 public hearing as required by Sections 372.016(b) and 372.016(c) of the PID Act; and

WHEREAS, on October __, 2024, the City Council, pursuant to Section 372.016(b) of the PID Act, published notice of the public hearing in the *Celina Record*, a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the Improvement Area #2 Projects are to be undertaken, to consider the proposed Service and Assessment Plan and the Improvement Area #2 Assessment Roll and the levy of the Assessments on property within Improvement Area #2 of the District; and

WHEREAS, the City Council, pursuant to Section 372.016(c) of the PID Act, mailed notice of the public hearing to consider the proposed Improvement Area #2 Assessment Roll and the Service and Assessment Plan and the levy of Assessments on property in Improvement Area #2 of the District to the last known address of the owners of the property liable for the Assessments; and

WHEREAS, the City Council opened and convened the hearing on November 12, 2024 and at such public hearing all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Service and Assessment Plan, the proposed Improvement Area #2 Assessment Roll and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of estimated costs of the Improvement Area #2 Projects to the Assessed Property, the purposes of the Assessments, the special benefits of the Improvement Area #2 Projects, and the penalties and interest on Annual Installments of the Assessments and on delinquent Annual Installments; and

WHEREAS, there were no written protests, objections or evidence submitted to the City Secretary in opposition to the Service and Assessment Plan, the allocation of estimated costs of the Improvement Area #2 Projects to the Assessed Property, the Improvement Area #2 Assessment Roll, and the levy of the Assessments; and

WHEREAS, the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, the City approved Ordinance No. 2024-__, which levied the Assessments and approved and accepted the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll, in conformity with the requirements of the PID Act; and the City Council found and determined that the Assessments should be levied as provided in the Service and Assessment Plan and the Improvement Area #2 Assessment Roll; and

WHEREAS, the City Secretary of the City filed a copy of the Assessment Ordinance and the Service and Assessment Plan, including the Improvement Area #2 Assessment Roll, not later than the seventh day after the date the City Council approved the Assessment Ordinance with the County Clerk of Denton County; and

WHEREAS, the City Council is authorized by the PID Act to issue its revenue bonds payable from the Assessments for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance; and

WHEREAS, the City Council now desires to issue revenue bonds, in accordance with the PID Act, such bonds to be entitled “City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)”, such Bonds being payable solely from the Trust Estate and for the purposes set forth in the preamble of this Indenture; and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms set forth in this Indenture;

THIS INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds Similarly Secured issued and secured hereunder are to be issued, authenticated, and delivered and the Trust Estate hereby created, assigned, and pledged is to be dealt with and disposed of

under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses, and purposes as hereinafter expressed, and the City has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective Owners from time to time of the Bonds Similarly Secured as follows:

ARTICLE I

DEFINITIONS, FINDINGS AND INTERPRETATION

Section 1.1. Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Indenture, the following terms shall have the meanings specified below:

"Account" means any of the accounts established pursuant to Section 6.1 of this Indenture.

"Actual Costs" means, with respect to an Improvement Area #2 Project, the demonstrated, reasonable, allocable, and allowable costs of constructing such Improvement Area #2 Project, as specified in a Certification for Payment in a form that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Improvement Area #2 Project, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Improvement Area #2 Project, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Improvement Area #2 Project, (d) the costs for external professional costs associated with such Improvement Area #2 Project, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes, (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Improvement Area #2 Projects, (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.

"Additional Bonds" means the additional parity bonds authorized to be issued in accordance with the terms and conditions prescribed in Section 13.2(c) of this Indenture.

"Additional Interest" means the amount collected by application of the Additional Interest Rate.

"Additional Interest Rate" means the up to 0.50% additional interest rate charged on the Assessments pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve Account" means the reserve account administered by the City and segregated from other funds of the City in accordance with the provisions of Section 6.7 of this Indenture.

"Additional Interest Reserve Requirement" means an amount equal to 5.50% of the principal amount of the Outstanding Bonds Similarly Secured to be funded from Assessment Revenues to be deposited to the Pledged Revenue Fund and transferred to the Additional Interest Reserve Account.

"Additional Major Improvements" means Authorized Improvements which benefit all of the Assessed Property within Phases #1-5 of the District and which are constructed following the Initial Major Improvements, as described in Section III.C of the Service and Assessment Plan.

"Additional Obligations" means any bonds or obligations, including specifically, any installment contracts, reimbursement agreements, temporary notes or time warrants secured in whole or in part by an assessment, other than the Assessments securing the Bonds Similarly Secured, levied against property within the District, in accordance with the PID Act.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs and expenses associated with, or incident to, the administration, organization, maintenance and operation of the District, including, but not limited to, the costs of: (i) creating and organizing the District, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the District, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds Similarly Secured, (v) paying and redeeming the Bonds Similarly Secured, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds Similarly Secured, (viii) the Trustee fees and expenses relating to the Bonds Similarly Secured, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Improvement Area #2 Projects. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds Similarly Secured. Assessments collected for Administrative Expenses and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrative Fund" means that Fund established by Section 6.1 and administered pursuant to Section 6.9 hereof.

"Administrator" means an employee of the City or third-party designee of the City who shall have the responsibilities provided in the Service and Assessment Plan, this Indenture, or any other agreement or document approved by the City related to the duties and responsibilities of the administration of the District. The initial Administrator is MuniCap, Inc.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds Similarly Secured in such Bond Year, assuming that the Outstanding Bonds Similarly Secured are retired as scheduled (including by reason of Sinking Fund Installments), and (ii) the principal amount of the Outstanding Bonds Similarly Secured due in such Bond Year (including any Sinking Fund Installments due in such Bond Year).

"Annual Installment" means, with respect to each Assessed Parcel, each annual payment of the Assessments (including both principal of and interest on the Assessments) as shown on the Improvement Area #2 Assessment Roll attached to the Service and Assessment Plan as Appendix H, and related to the Improvement Area #2 Projects; which annual payment includes Administrative Expenses and the Additional Interest collected on each annual payment of the Assessments as described in Section 6.7 herein and as defined and calculated in the Service and Assessment Plan or in any Annual Service Plan Update.

"Annual Service Plan Update" means the annual review and update of the Service and Assessment Plan required by the PID Act and the Service and Assessment Plan.

"Applicable Laws" means the PID Act, and all other laws or statutes, rules, or regulations, and any amendments thereto, of the State of Texas or of the United States, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

"Assessed Parcel" means each parcel of land located within Improvement Area #2 of the District against which an Assessment is levied by the Assessment Ordinance in accordance with the Service and Assessment Plan.

"Assessed Property" means, collectively, all Assessed Parcels.

"Assessment Ordinance" means Ordinance No. 2024-__ adopted by the City Council on November 12, 2024, which levied the Assessments on the Assessed Property located within Improvement Area #2 of the District.

"Assessment Revenue" means monies collected by or on behalf of the City from any one or more of the following: (i) an Assessment levied against an Assessed Parcel, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

"Assessments" means the aggregate assessments shown on the Improvement Area #2 Assessment Roll. The singular of such term means the Assessment levied against an Assessed Parcel, as shown on the Improvement Area #2 Assessment Roll, subject to reallocation upon the subdivision of an Assessed Parcel, or consolidation of multiple Assessed Parcels, or reduction according to the provisions of the Service and Assessment Plan and the PID Act.

"Authorized Denomination" means $100,000 and any integral multiple of $1,000 in excess thereof; provided, however, that if the total principal amount of any Outstanding Bond Similarly Secured is less than $100,000, then the Authorized Denomination of such Outstanding Bond Similarly Secured shall be the amount of such Outstanding Bond Similarly Secured.

"Authorized Improvements" means improvements authorized by Section 372.003 of the PID Act, including, but not limited to the Improvement Area #2 Improvements, the Initial Major Improvements, and the Additional Major Improvements, listed in Section III of the Service and Assessment Plan.

"Bond" means any of the Bonds.

"Bond Counsel" means Norton Rose Fulbright US LLP or any other attorney or firm of attorneys designated by the City that is nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Date" means the date designated as the initial date of the respective series of the Bonds Similarly Secured by Section 3.2 of this Indenture.

"Bond Fund" means the Fund of such name established pursuant to Section 6.1 and administered as provided in Section 6.4.

"Bond Ordinance" means Ordinance No. 2024-__ adopted by the City Council on November 12, 2024, authorizing the issuance of the Bonds pursuant to this Indenture.

"Bond Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"Bond Similarly Secured" means any of the Bonds Similarly Secured.

"Bonds" means the City's bonds authorized to be issued by Section 3.1(a) of this Indenture entitled "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)".

"Bonds Similarly Secured" means the Outstanding Bonds and any Outstanding Additional Bonds and any Outstanding Refunding Bonds hereafter issued pursuant to and secured under this Indenture.

"Bond Year" means the one-year period beginning on September 1 in each year and ending on August 31 in the following year.

"Business Day" means any day other than a Saturday, Sunday or legal holiday in the State of Texas observed as such by the City or the Trustee.

"Capitalized Interest Account" means the Account of such name established pursuant to Section 6.1.

"Certification for Payment" means a certificate substantially in the form of Exhibit A to the PID Reimbursement Agreement or otherwise approved by the Developer and a City Representative executed by a Person approved by a City Representative, delivered to a City Representative and the Trustee specifying the amount of work performed related to the Improvement Area #2 Projects and the Actual Costs thereof, and requesting payment for such Actual Costs from money on deposit in an account of the Project Fund as further described in the PID Reimbursement Agreement and Section 6.5 herein.

"City Certificate" means a certificate signed by a City Representative and delivered to the Trustee.

"City Representative" means any official or agent of the City authorized by the City Council to undertake the action referenced herein.

"Closing Date" means the date of the initial delivery of and payment for each series of the Bonds Similarly Secured. With respect to the Bonds, the Closing Date is December 10, 2024.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

"Costs of Issuance Account" means the Account of such name established pursuant to Section 6.1.

"Defeasance Securities" means Investment Securities then authorized by applicable law for the investment of funds to defease public securities.

"Delinquent Collection Costs" means interest, penalties and expenses incurred or imposed with respect to any delinquent Assessment or an Annual Installment thereof, 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.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar named in this Indenture, the transfer/payment office located in St. Paul, Minnesota, or such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"Developer" means Tellus Texas I, LLC, a Texas limited liability company, and its successors and assigns.

"Developer Reimbursement Pledged Revenue Account" means the Account of such name established pursuant to Section 6.1.

"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, recorded in the real property records of Denton County, Texas, as Instrument No. 130140 on July 20, 2021, as assigned to the Developer pursuant to that Development Restriction Agreement and Assignment of Development Agreement Obligations between James H. Merritt, III, W. Keith Thornton, Margaret M. Thornton, Susanna Parker, and Merritt/Thornton Farm Partnership, L.P. and the Developer, effective as of July 30, 2021, recorded in the real property records of Denton County Texas, as Instrument No. 137879 on July 30, 2021, and related to the development of the property within the District, as the same may be amended from time to time.

"District Administration Account" means the Account of such name established pursuant to Section 6.1.

"DTC" shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" shall mean brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Event of Default" shall have the meaning assigned to such term in Section 11.1(a) of this Indenture.

"Foreclosure Proceeds" means the proceeds, including interest and penalty interest, received by the City from the enforcement of the Assessments against any Assessed Parcel(s), whether by foreclosure of lien or otherwise, but excluding and net of all Delinquent Collection Costs.

"Fund" means any of the funds established pursuant to Section 6.1 of this Indenture.

"Improvement Area #2" means Phase 2 and Phase 3C to be developed in the District, as further identified and depicted in the Service and Assessment Plan.

"Improvement Area #2 Assessment Roll" means the assessment roll attached as Appendix H to the Service and Assessment Plan or any other assessment roll in an amendment or supplement to the Service and Assessment Plan or in an Annual Service Plan Update, showing the total amount of the Assessment against each Assessed Parcel related to the Bonds Similarly

Secured and the Improvement Area #2 Projects, as updated, modified, or amended from time to time in accordance with the terms of the Service and Assessment Plan and the PID Act.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit property within Improvement Area #2 of the District, as described in Section III.E of the Service and Assessment Plan.

"Improvement Area #2 Projects" means, collectively, (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 Projects Account" means the Account of such name established pursuant to Section 6.1.

"Indenture" means this Indenture of Trust as originally executed, or as it may be from time to time supplemented or amended by one or more indentures supplemental hereto and entered into pursuant to the applicable provisions hereof.

"Independent Financial Consultant" means any consultant or firm of such consultants appointed by the City who, or each of whom: (i) is judged by the City, as the case may be, to have experience in matters relating to the issuance and/or administration of the Bonds Similarly Secured; (ii) is in fact independent and not under the domination of the City; (iii) does not have any substantial interest, direct or indirect, with or in the City, or any owner of real property in the District, or any real property in the District; and (iv) is not connected with the City as an officer or employee of the City, but who may be regularly retained to make reports to the City.

"Initial Bond" means, with respect to the Bonds, the Initial Bond as set forth in Exhibit A to this Indenture and, with respect to any other series of Bonds Similarly Secured, the Initial Bond set forth in an exhibit to a Supplemental Indenture.

"Initial Major Improvements" means the Authorized Improvements which will benefit all of the property within Phases #1-5 of the District, and were constructed concurrently with the first phase of development of the District, and as more particularly described in Section III.B of the Service and Assessment Plan.

"Interest Payment Date" means the date or dates upon which interest on any series of Bonds Similarly Secured is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being on March 1 and September 1 of each year and commencing, with respect to the Bonds, on March 1, 2025.

"Investment Securities" means those authorized investments described in the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended; and provided further investments are, at the time made, included in and authorized by the City's official investment policy as approved by the City Council from time to time.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds Similarly Secured.

"Minor Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is less than ten percent (10%) of the Outstanding principal amount of such series of the Bonds Similarly Secured.

"Outstanding" means, as of any particular date when used with reference to the Bonds Similarly Secured, all Bonds Similarly Secured authenticated and delivered under this Indenture or any Supplemental Indenture except (i) any Bond Similarly Secured that has been canceled by the Trustee (or has been delivered to the Trustee for cancellation) at or before such date, (ii) any Bond Similarly Secured for which the payment of the principal or Redemption Price of and interest on such Bond Similarly Secured shall have been made as provided in Article IV, and (iii) any Bond Similarly Secured in lieu of or in substitution for which a new Bond Similarly Secured shall have been authenticated and delivered pursuant to Section 3.10 herein.

"Owner" means the Person who is the registered owner of a Bond Similarly Secured or Bonds Similarly Secured, as shown in the Register, which shall be Cede & Co., as nominee for DTC, so long as the Bonds Similarly Secured are in book-entry only form and held by DTC as securities depository in accordance with Section 3.11 herein.

"Paying Agent/Registrar" means initially the Trustee, or any successor thereto as provided in this Indenture.

"Person" or "Persons" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Phase" means one or more parcels within the District that will be developed in the same general time period.

"Phases #1-5" means the Phases within the District that are anticipated to be developed as the first through fifth development Phase, including any subphases within a specific Phase, and generally shown in Appendix A of the Service and Assessment Plan, as specifically described as the sum of all Parcels shown in Appendix _____ of the Service and Assessment Plan.

"PID Act" means Texas Local Government Code, Chapter 372, as amended.

"PID Reimbursement Agreement" means the "Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District" between the City and the Developer, effective as of November 12, 2024, as updated or supplemented, which provides, in part, for the deposit of proceeds from the issuance and sale of the Bonds Similarly Secured and the payment of costs of Authorized Improvements within the District, the issuance of bonds, the reimbursement of costs to the Developer from the proceeds of the bonds and other revenues for funds advanced by the Developer and used to pay costs of such Authorized Improvements and other matters related thereto.

"Pledged Funds" means the Pledged Revenue Fund (excluding the Developer Reimbursement Pledged Revenue Account), the Bond Fund, the Project Fund, the Reserve Fund, and the Redemption Fund.

"Pledged Revenue Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.3 herein.

"Pledged Revenues" means the sum of (i) Assessment Revenue less the Administrative Expenses and (ii) any additional revenues that the City may pledge to the payment of Bonds Similarly Secured.

"Prepayment" means the payment of all or a portion of an Assessment before the due date thereof. Amounts received at the time of a Prepayment which represent a payment of principal, interest or penalties on a delinquent installment of an Assessment are not to be considered a Prepayment, but rather are to be treated as the payment of the regularly schedule Annual Installment.

"Principal and Interest Account" means the Account of such name established pursuant to Section 6.1.

"Project Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.5 herein.

"Purchaser" means the initial purchaser of each series of the Bonds Similarly Secured.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Rebate Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.8 herein.

"Record Date" means the close of business on the fifteenth calendar day (whether or not a Business Day) of the month next preceding an Interest Payment Date.

"Redemption Fund" means that fund of such name established pursuant to Section 6.1 and administered pursuant to Section 6.6 herein.

"Redemption Price" means, when used with respect to any Bond Similarly Secured or portion thereof, the amount of par plus accrued and unpaid interest to the date of redemption, unless otherwise provided in a Supplemental Indenture.

"Refunding Bonds" means bonds issued pursuant to the PID Act and/or Chapter 1207 of the Texas Government Code or any other applicable law of the State of Texas (each as amended) to refund all or any portion of the then Outstanding Bonds Similarly Secured.

"Register" means the register specified in Article III of this Indenture.

"Reimbursement Fund" means that fund of such name established pursuant to Section 6.1.

"Reserve Account" means the Account of such name established pursuant to Section 6.1.

"Reserve Account Requirement" means the least of: (i) Maximum Annual Debt Service on the Bonds as of the Closing Date of the Bonds, (ii) 125% of average Annual Debt Service on the Bonds as of the Closing Date of the Bonds, or (iii) 10% of the lesser of the principal amount of the Outstanding Bonds or the original issue price of the Bonds. As of the Closing Date for the Bonds, the Reserve Account Requirement is $_____, which is an amount equal to the [Maximum Annual Debt Service on the Bonds as of the Closing Date]. The Reserve Account Requirement

shall be adjusted in accordance with Section 13.2, in the event an additional series of Bonds Similarly Secured is hereafter issued.

"Reserve Fund" means that fund of such name established pursuant to Section 6.1 and administered in Section 6.7 herein.

"Service and Assessment Plan" means the "Mosaic Public Improvement District Service and Assessment Plan" dated November 12, 2024, including the Improvement Area #2 Assessment Roll, as hereinafter amended, updated, and/or restated by an Annual Service Plan Update or otherwise, a version of which is attached as an exhibit to the Assessment Ordinance.

"Sinking Fund Installment" means the amount of money to redeem or pay at maturity the principal of Bonds Similarly Secured payable from such installments at the times and in the amounts provided in Section 4.2 herein.

"Stated Maturity" means the date the Bonds Similarly Secured, or any portion of the Bonds Similarly Secured, as applicable, are scheduled to mature without regard to any redemption or prepayment.

"Substantial Amount Redemption" means a redemption, pursuant to Section 4.4 of this Indenture, of a principal amount of a series of Bonds Similarly Secured that is greater than or equal to ten percent (10%) of the Outstanding principal amount of such series of Bonds Similarly Secured.

"Supplemental Indenture" means an indenture which has been duly executed by the Trustee and the City Representative pursuant to an ordinance adopted by the City Council and which indenture amends or supplements this Indenture, but only if and to the extent that such indenture is specifically authorized hereunder.

"Tax Certificate" means the Certificate as to Tax Exemption delivered by the City on the Closing Date for each series of the Bonds Similarly Secured setting forth the facts, estimates and circumstances in existence on such Closing Date which establish that it is not expected that the proceeds of such series of Bonds Similarly Secured will be used in a manner that would cause the interest on such Bonds Similarly Secured to be included in the gross income of the Owners thereof for Federal income tax purposes.

"Trust Estate" means the Trust Estate described in the granting clauses of this Indenture.

"Trustee" means U.S. Bank Trust Company, National Association, Dallas, Texas, and its successors, and any other corporation or association that may at any time be substituted in its place, as provided in Article IX, such entity to serve as Trustee and Paying Agent/Registrar for the Bonds Similarly Secured.

Section 1.2. Findings.

The declarations, determinations, and findings declared, made and found in the preamble to this Indenture are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3. Table of Contents, Titles and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Indenture have been inserted for convenience of reference only and are not to be considered a part hereof

and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Indenture or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Words importing persons include any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

(c) Any reference to a particular Article or Section shall be to such Article or Section of this Indenture unless the context shall require otherwise.

(d) This Indenture and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Indenture.

ARTICLE II

THE BONDS SIMILARLY SECURED

Section 2.1. Granting Clauses

(a) In order to secure the payment of debt service on all Bonds Similarly Secured, and the performance and observance by the City of all the covenants expressed or implied herein, the City does hereby grant to the Trustee, as good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, a security interest in, mortgage, create a first lien on, and pledge to the Trustee, all of its right, title, and interest, whether now owned or hereafter acquired, in, to, and under the following (the "Trust Estate"):

(i) All Pledged Revenues and all moneys and investments held in the Pledged Funds, including any and all proceeds thereof and any contract or any evidence of indebtedness related thereto or other rights of the City to receive any of such moneys or investments, whether now existing or hereafter coming into existence, and whether now or hereafter acquired; and

(ii) Any and all other property or money of every name and nature which is, from time to time hereafter by delivery or by writing of any kind, conveyed, pledged, assigned or transferred, to the Trustee as additional security hereunder by the City or by anyone on its behalf or with its written consent, and the Trustee is hereby authorized to receive any and all such property or money at any and all times and to hold and apply the same subject to the terms thereof.

(b) The Trustee shall have and hold the Trust Estate, whether now owned or hereafter acquired or received by the Trustee and its successors or assigns, in trust upon the terms and trusts herein set forth for the benefit of all present and future Owners of the Bonds Similarly Secured from time to time issued under and secured by this Indenture, and for enforcement of the payment of the Bonds Similarly Secured in accordance with their terms, and for the performance of and compliance with the obligations, covenants, and conditions of this

Indenture. Provided, however, if the City or its assigns shall well and truly pay, or cause to be paid, the principal or Redemption Price of and the interest on all the Bonds Similarly Secured at the times and in the manner stated in the Bonds Similarly Secured, according to the true intent and meaning thereof, then this Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this Indenture is to be and shall remain in full force and effect.

(c) Except as otherwise provided in the remaining provisions of this Indenture, nothing in this Section 2.1 shall prohibit the Trustee from bringing any actions or proceedings for the enforcement of the obligation of the City hereunder except that nothing in this Section shall prejudice the rights of the Trustee under Articles IX and XI hereof; provided further that the priority of payment and the source for the repayment of the debt service on the Bonds Similarly Secured shall be subject to the terms as set forth herein, including without limitation Article VI herein; provided further that the right to direct remedies following an Event of Default shall be limited to the Owners of the Bonds Similarly Secured to the extent provided as set forth in Articles XI and XV herein.

(d) The Bonds Similarly Secured are to be issued, registered, authenticated, and delivered, and the Trust Estate is to be held, dealt with and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Indenture.

Section 2.2. Security for the Bonds Similarly Secured.

The Bonds Similarly Secured, as to both principal and interest, are and shall be equally and ratably secured by and payable from a first lien on and pledge of the Trust Estate.

The lien on and pledge of the Trust Estate shall be valid and binding and fully perfected from and after the Closing Date, without physical delivery or transfer of control of the Trust Estate, the filing of this Indenture or any other act; all as provided in Texas Government Code, Chapter 1208, as amended, which applies to the issuance of the Bonds Similarly Secured and the pledge of the Trust Estate granted by the City under this Indenture, and such pledge is therefore valid, effective and perfected as of the Closing Date. If Texas law is amended at any time while the Bonds Similarly Secured are Outstanding such that the pledge of the Trust Estate granted by the City under this Indenture is to be subject to the filing requirements of Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Bonds Similarly Secured the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

Section 2.3. Limited Obligations.

The Bonds Similarly Secured are special and limited obligations of the City, payable solely from and secured solely by the Trust Estate, including the Pledged Revenues and the Pledged Funds; and the Bonds Similarly Secured shall never be payable out of funds raised or to be raised by taxation or from any other revenues, properties or income of the City.

Section 2.4. Authorization for Indenture.

The terms and provisions of this Indenture and the execution and delivery hereof by the City to the Trustee have been duly authorized by official action of the City Council of the City. The

City has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes set forth in the preambles of this Indenture and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds Similarly Secured and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes herein described.

Section 2.5. Contract with Owners and Trustee.

(a) The purposes of this Indenture are to establish a lien and the security for, and to prescribe the minimum standards for the authorization, issuance, execution and delivery of, the Bonds Similarly Secured and to prescribe the rights of the Owners, and the rights and duties of the City and the Trustee.

(b) In consideration of the purchase and acceptance of any or all of the Bonds Similarly Secured by those who shall purchase and hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the City with the Owners, and shall be deemed to be and shall constitute a contract among the City, the Owners, and the Trustee.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS SIMILARLY SECURED

Section 3.1. Authorization of the Bonds Similarly Secured.

(a) The Bonds. The Bonds are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly the PID Act, as amended. The Bonds shall be issued in the aggregate principal amount of $_____ for the purposes of (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

Section 3.2. Date, Denomination, Maturities, Numbers and Interest.

(a) The Bonds.

(i) The Bonds shall be dated December 10, 2024 and shall be issued in Authorized Denominations. The Bonds shall be in fully registered form, without coupons, and shall be numbered separately from R-1 upward, except the Initial Bond for the Bonds, which shall be numbered T-1.

(ii) Interest shall accrue and be paid on each Bond from the later of the Closing Date of the Bonds or the most recent Interest Payment Date to which interest has been paid or provided for, at the rate per annum set forth below until the principal thereof has been paid on the maturity date specified below or otherwise provided for. Such interest shall be payable semiannually on March 1 and September 1 of each year, commencing March 1, 2025 computed on the basis of a 360-day year of twelve 30-day months.

(iii) The Bonds shall mature on September 1 in the years and in the principal amounts and shall bear interest as set forth below:

Years	Principal Amount ($)	Interest Rate (%)

(iv) The Bonds shall be subject to mandatory sinking fund redemption, optional redemption, and extraordinary optional redemption prior to maturity as provided in Article IV herein, and shall otherwise have the terms, tenor, denominations, details, and specifications as set forth in the form of Bond set forth in Exhibit A to this Indenture.

Section 3.3. Conditions Precedent to Delivery of Bonds.

(a) The Bonds. The Bonds shall be executed by the City and delivered to the Trustee, whereupon the Trustee shall authenticate the Bonds and, upon payment of the purchase price of the Bonds, shall deliver the Bonds upon the order of the City, but only upon delivery to the Trustee of:

(i) a certified copy of the Assessment Ordinance;

(ii) a certified copy of the Bond Ordinance;

(iii) a copy of the executed PID Reimbursement Agreement;

(iv) a copy of this Indenture executed by the Trustee and the City; and

(v) a City Certificate directing the authentication and delivery of the Bonds, describing the Bonds to be authenticated and delivered, designating the purchasers to whom the Bonds are to be delivered, stating the purchase price of the Bonds and stating that all items required by this Section are therewith delivered to the Trustee in form and substance satisfactory to the City.

Section 3.4. Medium, Method and Place of Payment.

(a) Principal of and interest on the Bonds Similarly Secured shall be paid in lawful money of the United States of America, as provided in this Section.

(b) Interest on the Bonds Similarly Secured shall be payable to the Owners thereof as shown in the Register at the close of business on the relevant Record Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from or on behalf of the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond Similarly Secured appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

(c) Interest on the Bonds Similarly Secured shall be paid by check, dated as of the Interest Payment Date, and sent, United States mail, first-class, postage prepaid, by the Paying Agent/Registrar to each Owner at the address of each Owner as such appears in the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, the Owner shall bear all risk and expense of such other banking arrangement.

(d) The principal of each Bond Similarly Secured shall be paid to the Owner of such Bond Similarly Secured on the due date thereof, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Bond Similarly Secured at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds Similarly Secured shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which such banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Indenture.

(f) Unclaimed payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds Similarly Secured to which such unclaimed payments pertain. Subject to any escheat, abandoned property, or similar law of the State of Texas, any such payments remaining unclaimed by the Owners entitled thereto for two years after the applicable payment or redemption date shall be applied to the next payment or payments on such Bonds Similarly Secured thereafter coming due and, to the extent any such money remains after the retirement of all Outstanding Bonds Similarly Secured, shall be paid to the City to be used for any lawful purpose. Thereafter, none of the City, the Paying Agent/Registrar, or any other Person shall be liable or responsible to any Owners of such Bonds Similarly Secured for any further payment of such unclaimed moneys or on account of any such Bonds Similarly Secured, subject to any applicable escheat law or similar law of the State of Texas.

Section 3.5. Execution and Registration of Bonds Similarly Secured.

(a) The Bonds Similarly Secured shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and City Secretary by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds Similarly Secured shall have the same effect as if each of the Bonds Similarly Secured had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds Similarly Secured shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds Similarly Secured.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds Similarly Secured ceases to hold such office before the authentication of such Bonds Similarly Secured or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond Similarly Secured shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Indenture unless and until there appears thereon the Certificate of Trustee substantially in the form provided herein or in a Supplemental Indenture, duly authenticated by manual execution by an officer or duly authorized signatory of the Trustee. It shall not be required that the same officer or authorized signatory of the Trustee sign the Certificate of Trustee on all of the Bonds Similarly Secured. In lieu of the executed Certificate of Trustee described above, the Initial Bond delivered at the Closing Date for such series of Bonds Similarly Secured shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein or in a Supplemental Indenture, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his or her duly authorized agent, which certificate shall be evidence that such Initial Bond has been duly approved by the Attorney General of the State of Texas, is a valid and binding obligation of the City, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date for each series of the Bonds Similarly Secured, one Initial Bond representing the entire principal amount of such series of Bonds Similarly Secured, payable in stated installments to the Purchaser of such series of Bonds Similarly Secured or its designee, executed with the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser of such series of Bonds Similarly Secured or its designee. Upon payment for such Initial Bond, the Trustee shall cancel the Initial Bond and deliver to DTC on behalf of the Purchaser of such Bonds Similarly Secured one registered definitive bond for each year of maturity of such series of the Bonds Similarly Secured, in the aggregate principal amount of all bonds for such maturity of such series of the Bonds Similarly Secured, registered in the name of Cede & Co., as nominee of DTC.

Section 3.6. Ownership.

(a) The City, the Trustee, the Paying Agent/Registrar and any other Person may treat the Person in whose name any Bond Similarly Secured is registered as the absolute owner of such Bond Similarly Secured for the purpose of making and receiving payment as provided herein (except interest shall be paid to the Person in whose name such Bond Similarly Secured is registered on the relevant Record Date) and for all other purposes, whether or not such Bond Similarly Secured is overdue, and neither the City nor the Trustee, nor the Paying Agent/Registrar, shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of any Bond Similarly Secured shall be valid and effectual and shall discharge the liability of the City, the Trustee and the Paying Agent/Registrar upon such Bond Similarly Secured to the extent of the sums paid.

Section 3.7. Registration, Transfer and Exchange.

(a) So long as any Bond Similarly Secured remains Outstanding, the City shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds Similarly Secured in accordance with this Indenture. The Paying Agent/Registrar represents and warrants that it will file and maintain a copy of the Register with the City, and shall cause the Register to be current with all registration and transfer information as from time to time may be applicable.

(b) A Bond Similarly Secured shall be transferable only upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Bond Similarly Secured shall be effective until entered in the Register.

(c) The Bonds Similarly Secured shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Bond Similarly Secured or Bonds Similarly Secured of the same series, and of the same maturity and bearing the same interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bond Similarly Secured presented for exchange.

(d) The Trustee is hereby authorized to authenticate and deliver Bonds Similarly Secured transferred or exchanged for other Bonds Similarly Secured in accordance with this Section. A new Bond Similarly Secured or Bonds Similarly Secured will be delivered by the Paying Agent/Registrar, in lieu of the Bond Similarly Secured being transferred or exchanged, at the Designated Payment/Transfer Office, or sent by United States mail, first-class, postage prepaid, to the Owner or his designee. Each transferred Bond Similarly Secured delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such transferred Bond Similarly Secured is delivered.

(e) Each exchange Bond Similarly Secured delivered in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such exchange Bond Similarly Secured is delivered.

(f) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different Authorized Denomination of any of the Bonds Similarly Secured. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Bond Similarly Secured.

(g) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond Similarly Secured or portion thereof called for redemption prior to maturity within 45 days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond Similarly Secured redeemed in part.

Section 3.8. Cancellation.

All Bonds Similarly Secured paid or redeemed before scheduled maturity in accordance with this Indenture, and all Bonds Similarly Secured in lieu of which exchange Bonds Similarly Secured or replacement Bonds Similarly Secured are authenticated and delivered in accordance with this Indenture, shall be cancelled, and proper records shall be made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds Similarly Secured in accordance with the records retention requirements of the Trustee.

Section 3.9. Temporary Bonds Similarly Secured.

(a) Following the delivery and registration of the respective Initial Bond and pending the preparation of definitive Bonds, the proper officers of the City may execute and, upon the City's request, the Trustee shall authenticate and deliver, one or more temporary Bonds Similarly Secured that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds Similarly Secured in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the City executing such temporary Bonds Similarly Secured may determine, as evidenced by their signing of such temporary Bonds Similarly Secured.

(b) Until exchanged for Bonds Similarly Secured in definitive form, such Bonds Similarly Secured in temporary form shall be entitled to the benefit and security of this Indenture.

(c) The City, without unreasonable delay, shall prepare, execute and deliver to the Trustee the Bonds Similarly Secured in definitive form; thereupon, upon the presentation and surrender of the Bond Similarly Secured or Bonds Similarly Secured in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds Similarly Secured in temporary form and the Trustee shall authenticate and deliver in exchange therefor a Bond Similarly Secured or Bonds Similarly Secured of the same maturity and series, in definitive form, in an Authorized Denomination, and in the same aggregate principal amount, as the Bond Similarly Secured or Bonds Similarly Secured in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.10. Replacement Bonds Similarly Secured.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond Similarly Secured, the Trustee shall authenticate and deliver in exchange therefor a replacement Bond Similarly Secured of like tenor and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond Similarly Secured to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond Similarly Secured is lost, apparently destroyed or wrongfully taken, the Trustee, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond Similarly Secured has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond Similarly Secured of like tenor and principal amount bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond Similarly Secured;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the Trustee to save them and the City harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Trustee and the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Trustee.

(c) After the delivery of such replacement Bond Similarly Secured, if a bona fide purchaser of the original Bond Similarly Secured in lieu of which such replacement Bond Similarly Secured was issued presents for payment such original Bond Similarly Secured, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond Similarly Secured from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City, the Paying Agent/Registrar or the Trustee in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond Similarly Secured has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond Similarly Secured, may pay such Bond Similarly Secured if it has become due and payable or may pay such Bond Similarly Secured when it becomes due and payable.

(e) Each replacement Bond Similarly Secured delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Indenture to the same extent as the Bond Similarly Secured or Bonds Similarly Secured in lieu of which such replacement Bond Similarly Secured is delivered.

Section 3.11. Book-Entry Only System.

The Bonds Similarly Secured shall initially be issued in book-entry-only form and shall be deposited with DTC, which is hereby appointed to act as the securities depository therefor, in accordance with the letter of representations from the City to DTC. On the Closing Date of each series of Bonds Similarly Secured, the definitive Bonds Similarly Secured shall be issued in the form of a single typewritten certificate for each maturity thereof registered in the name of Cede & Co., as nominee for DTC.

With respect to Bonds Similarly Secured registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds Similarly Secured. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds Similarly Secured, (ii) the delivery to any DTC Participant or any other Person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds Similarly Secured, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Bonds Similarly Secured. Notwithstanding any other provision of this Indenture to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the Person in whose name each Bond Similarly Secured is registered in the Register as the absolute owner of such Bond Similarly

Secured for the purpose of payment of principal of, premium, if any, and interest on such Bond Similarly Secured, for the purpose of giving notices of redemption and other matters with respect to such Bond Similarly Secured, for the purpose of registering transfer with respect to such Bond Similarly Secured, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Bonds Similarly Secured only to or upon the order of the respective Owners as shown in the Register, as provided in this Indenture, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds Similarly Secured to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the City to make payments of amounts due pursuant to this Indenture. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the registered owner at the close of business on the relevant Record Date, the word "Cede & Co." in this Indenture shall refer to such new nominee of DTC.

Section 3.12. Successor Securities Depository: Transfer Outside Book-Entry-Only System.

In the event that the City determines that DTC is incapable of discharging its responsibilities described herein and in the letter of representations from the City to DTC, the City shall (i) appoint a successor securities depository, qualified to act as such under Section 17A of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds Similarly Secured to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds Similarly Secured and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds Similarly Secured to DTC Participants having Bonds Similarly Secured credited to their DTC accounts. In such event, the Bonds Similarly Secured shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds Similarly Secured shall designate, in accordance with the provisions of this Indenture.

Section 3.13. Payments to Cede & Co.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Bonds Similarly Secured are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds Similarly Secured, and all notices with respect to such Bonds Similarly Secured shall be made and given, respectively, in the manner provided in the blanket letter of representations from the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS SIMILARLY SECURED BEFORE MATURITY

Section 4.1. Limitation on Redemption.

The Bonds Similarly Secured shall be subject to redemption before their scheduled maturity only as provided in this Article IV.

Section 4.2. Mandatory Sinking Fund Redemption.

(a) The Bonds.

(i) The Bonds are subject to mandatory sinking fund redemption prior to their Stated Maturity and will be redeemed by the City in part at the Redemption Price from moneys available for such purpose in the Principal and Interest Account of the Bond Fund pursuant to Article VI, on the dates and in the respective Sinking Fund Installments as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__*
* maturity

(ii) At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by subparagraphs (iii) and (iv) of this Section 4.2(a), the Trustee shall select a principal amount of Bonds (in accordance with Section 4.5) of such maturity equal to the Sinking Fund Installment amount of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in Section 4.6.

(iii) The principal amount of Bonds of a Stated Maturity required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation.

(iv) The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date pursuant to subparagraph (i) of this Section 4.2(a) shall be reduced on a pro rata basis among Sinking Fund Installments by the principal amount of any Bonds which, at least 45 days prior to the mandatory sinking fund redemption date, shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.3. Optional Redemption.

(a) The Bonds.

(i) The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__, before their respective scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the Redemption Price.

Section 4.4. Extraordinary Optional Redemption.

Notwithstanding any provision in this Indenture to the contrary, the City reserves the right and option to redeem Bonds Similarly Secured before their respective scheduled maturity dates, in whole or in part and in an amount and on a date specified in a City Certificate, at 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), or 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.

Section 4.5. Partial Redemption.

(a) If less than all of a series of Bonds Similarly Secured are to be redeemed pursuant to Sections 4.2, 4.3, or 4.4, Bonds Similarly Secured shall be redeemed in minimum principal amounts of $1,000 or any integral multiple thereof. Each Bond Similarly Secured shall be treated as representing the number of bonds that is obtained by dividing the principal amount of such series of Bonds Similarly Secured by $1,000. No redemption shall result in a Bond Similarly Secured in a denomination of less than the Authorized Denomination in effect at that time; provided, however, if the amount of the Outstanding Bond Similarly Secured is less than an Authorized Denomination after giving effect to such partial redemption, a Bond Similarly Secured in the principal amount equal to the unredeemed portion, but not less than $1,000, may be issued.

(b) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.2, the Trustee may select Bonds Similarly Secured in any method that results in a random selection.

(c) In selecting the Bonds Similarly Secured to be redeemed pursuant to Section 4.3, the Trustee may rely on the directions provided in a City Certificate.

(d) If less than all of a series of Bonds Similarly Secured are called for extraordinary optional redemption pursuant to Section 4.4 hereof, the Bonds Similarly Secured or portion of a Bond Similarly Secured, as applicable, of such series to be redeemed shall be selected in the following manner:

(i) with respect to a Substantial Amount Redemption, the principal amount called for redemption shall be allocated on a pro rata basis among all Outstanding Bonds Similarly Secured of such series; and

(ii) with respect to a Minor Amount Redemption, the Outstanding Bonds Similarly Secured of such series shall be redeemed in inverse order of maturity.

(e) Upon surrender of any Bond Similarly Secured for redemption in part, the Trustee, in accordance with Section 3.7 of this Indenture, shall authenticate and deliver an exchange Bond Similarly Secured or Bonds Similarly Secured of the same series and in an aggregate principal amount equal to the unredeemed portion of the Bond Similarly Secured so surrendered, such exchange being without charge.

Section 4.6. Notice of Redemption to Owners.

(a) The Trustee shall give notice of any redemption of Bonds Similarly Secured by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond Similarly Secured or portion thereof to be redeemed, at the address shown in the Register. So long as the Bonds Similarly Secured are in book-entry-only form and held by DTC as security depository, references to Owner in this Indenture means Cede & Co., as nominee for DTC.

(b) The notice shall state the redemption date, the Redemption Price, the place at which the Bonds Similarly Secured are to be surrendered for payment, and, if less than all the Outstanding Bonds Similarly Secured are to be redeemed, and subject to Section 4.5 hereof, an identification of the Bonds Similarly Secured or portions thereof to be redeemed, any conditions

to such redemption and that on the redemption date, if all conditions, if any, to such redemption have been satisfied, such Bond Similarly Secured shall become due and payable.

(c) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

(d) The City has the right to rescind any optional redemption or extraordinary optional redemption described in Section 4.3 or 4.4 by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds Similarly Secured then called for redemption, and such cancellation shall not constitute an Event of Default under the Indenture. The Trustee shall mail notice of rescission of redemption in the same manner notice of redemption was originally provided.

(e) With respect to any optional redemption of the Bonds Similarly Secured, unless the Trustee has received funds sufficient to pay the Redemption Price of the Bonds Similarly Secured to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds Similarly Secured and the Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds Similarly Secured have not been redeemed.

Section 4.7. Payment Upon Redemption.

(a) The Trustee shall make provision for the payment of the Bonds Similarly Secured to be redeemed pursuant to Section 4.3 or 4.4 hereof on such date of redemption by setting aside and holding in trust an amount from the Redemption Fund or otherwise received by the Trustee from the City and shall use such funds solely for the purpose of paying the Redemption Price on the Bonds Similarly Secured being redeemed.

(b) Upon presentation and surrender of any Bond Similarly Secured called for redemption at the Designated Payment/Transfer Office of the Trustee on or after the date fixed for redemption, the Trustee shall pay the Redemption Price on such Bond Similarly Secured to the date of redemption from the moneys set aside for such purpose.

Section 4.8. Effect of Redemption.

Notice of redemption having been given as provided in Section 4.6 of this Indenture, the Bonds Similarly Secured or portions thereof called for redemption shall become due and payable on the date fixed for redemption provided that funds for the payment of the Redemption Price of such Bonds Similarly Secured to the date fixed for redemption are on deposit with the Trustee; thereafter, such Bonds Similarly Secured or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds Similarly Secured are presented and surrendered for payment on such date.

ARTICLE V

FORM OF THE BONDS SIMILARLY SECURED

Section 5.1. Form Generally.

(a) The Bonds Similarly Secured, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Trustee, and the Assignment to appear on each of the Bonds Similarly Secured, (i) shall be, with respect to the Bonds, substantially in the form set forth in Exhibit A to this Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture, and, with respect to any other Bonds Similarly Secured, substantially in the form set forth in an exhibit to a Supplemental Indenture with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Indenture and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the City or by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds Similarly Secured may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds Similarly Secured.

(c) The definitive Bonds Similarly Secured shall be typewritten, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds Similarly Secured, as evidenced by their execution thereof.

(d) Each respective Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 5.2. CUSIP Registration.

The City may secure identification numbers through the CUSIP Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, New York, New York, and may authorize the printing of such numbers on the face of the Bonds Similarly Secured. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds Similarly Secured shall be of no significance or effect as regards the legality thereof; and none of the City, the Trustee, nor the attorneys approving said Bonds Similarly Secured as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds Similarly Secured.

Section 5.3. Legal Opinion.

The approving legal opinion of Bond Counsel may be printed on or attached to each Bond Similarly Secured over the certification of the City Secretary of the City, which may be executed in facsimile.

ARTICLE VI

FUNDS AND ACCOUNTS

Section 6.1. Establishment of Funds and Accounts.

(a) Creation of Funds. The following Funds are hereby created and established under this Indenture:

(i) Pledged Revenue Fund;

(ii) Bond Fund;

(iii) Project Fund;

(iv) Reserve Fund;

(v) Redemption Fund;

(vi) Rebate Fund;

(vii) Administrative Fund; and

(viii) Reimbursement Fund.

(b) Creation of Accounts.

(i) The following Accounts are hereby created and established under the Pledged Revenue Fund:

(A) Bond Pledged Revenue Account; and

(B) Developer Reimbursement Pledged Revenue Account

(ii) The following Accounts are hereby created and established under the Bond Fund:

(A) Capitalized Interest Account; and

(B) Principal and Interest Account.

(iii) The following Accounts are hereby created and established under the Project Fund:

(A) Improvement Area #2 Projects Account; and

(B) Costs of Issuance Account.

(iv) The following Accounts are hereby created and established under the Reserve Fund:

(A) Reserve Account; and

(B) Additional Interest Reserve Account.

(v) The following Account is hereby created and established under the Administrative Fund:

(A) District Administration Account.

(c) Each Fund and each Account created within such Fund shall be maintained by the Trustee separate and apart from all other funds and accounts of the City. The Pledged Funds shall constitute trust funds which shall be held in trust by the Trustee as part of the Trust Estate solely for the benefit of the Owners of the Bonds Similarly Secured.

(d) Interest earnings and profit on each respective Fund and Account established by this Indenture shall be applied or withdrawn for the purposes of such Fund or Account as specified below.

Section 6.2. Initial Deposits to Funds and Accounts.

(a) The Bonds.

(i) The proceeds from the sale of the Bonds shall be paid to the Trustee and deposited or transferred by the Trustee as follows:

(A) to the Capitalized Interest Account of the Bond Fund: $_____;

(B) to the Improvement Area #2 Projects Account of the Project Fund: $_____;

(C) to the Costs of Issuance Account of the Project Fund: $_____;

(D) to the Reserve Account of the Reserve Fund: $_____; and

(E) to the District Administration Account of the Administrative Fund: $_____.

Section 6.3. Pledged Revenue Fund.

(a) On or before February 15 of each year while the Bonds Similarly Secured are Outstanding and beginning February 15, 2025, the City shall deposit or cause to be deposited the Pledged Revenues into the Pledged Revenue Fund. From amounts deposited into the Pledged Revenue Fund, the City shall deposit or cause to be deposited Pledged Revenues as follows: (i) first, to the Bond Pledged Revenue Account of the Pledged Revenue Fund in an amount sufficient to pay debt service on the Bonds Similarly Secured next coming due in such calendar year, (ii) second, to the Reserve Account of the Reserve Fund in an amount to cause the amount in the Reserve Account to equal the Reserve Account Requirement, in accordance with Section 6.7(a) hereof, (iii) third, to the Additional Interest Reserve Account of the Reserve Fund in an amount equal to the Additional Interest collected, if any, in accordance with Section 6.7(b) hereof, (iv) fourth, to the Developer Reimbursement Pledged Revenue Account of the Pledged Revenue Fund to pay the Developer for costs of Improvement Area #2 Projects 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 Improvement Area #2 Projects, and (vi) sixth, to pay other costs permitted by the PID Act. Moneys transferred to the Developer Reimbursement Pledged Revenue Account shall not be a part of the Trust Estate and are not security for the Bonds Similarly Secured.

(b) From time to time as needed to pay the obligations relating to the Bonds Similarly Secured, but no later than five Business Days before each Interest Payment Date, the Trustee shall withdraw from the Bond Pledged Revenue Account and transfer to the Principal and Interest Account of the Bond Fund, an amount, taking into account any amounts then on deposit in such Principal and Interest Account and any expected transfers from the Capitalized Interest Account to the Principal and Interest Account, such that the amount on deposit in the Principal and Interest Account equals the principal (including any Sinking Fund Installments) and interest due on the Bonds Similarly Secured on the next Interest Payment Date.

(c) If, after the foregoing transfers and any transfer from the Reserve Fund as provided in Section 6.7 herein, there are insufficient funds to make the payments provided in paragraph (b) above, the Trustee shall apply the available funds in the Principal and Interest Account first, to the payment of interest and, second, to the payment of principal (including any Sinking Fund Installments) on the Bonds Similarly Secured, as described in Section 11.4(a) hereof.

(d) Subject to the provisions of the PID Reimbursement Agreement, from time to time as needed to pay the obligations relating to Actual Costs of the Improvement Area #2 Projects that are paid by the Developer, and once all amounts deposited into the Improvement Area #2 Projects Account of the Project Fund have been disbursed, the Trustee shall, pursuant to a completed and accepted Certification for Payment, withdraw from the Developer Reimbursement Pledged Revenue Account and transfer to the Reimbursement Fund such amount needed to pay the Developer for funds it paid to fund Actual Costs of the Improvement Area #2 Projects, including any accrued interest. When all amounts due to the Developer to pay it for the funds it used to pay for Actual Costs of the Improvement Area #2 Projects have been paid to the Developer, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Developer Reimbursement Pledged Revenue Account and the Developer Reimbursement Pledged Revenue Account shall be closed.

(e) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Prepayments to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer such Prepayments to the Redemption Fund.

(f) Notwithstanding Section 6.3(a) hereof, the Trustee shall deposit Foreclosure Proceeds to the Pledged Revenue Fund and as soon as practicable after such deposit shall transfer Foreclosure Proceeds first, to the Reserve Account to restore any transfers from the Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, second, to the Additional Interest Reserve Account to restore any transfers from the Additional Interest Reserve Account made with respect to the Assessed Parcel(s) to which the Foreclosure Proceeds relate, and third, to the Redemption Fund.

(g) After satisfaction of the requirement to provide for the payment of the principal and interest on the Bonds Similarly Secured and to fund any deficiency that may exist in an account of the Reserve Fund and the other deposits described in (a) above, the City may direct the Trustee by City Certificate to apply Assessments for any lawful purposes permitted by the PID Act for which Assessments may be paid, including transfers to the Redemption Fund and the funding of any obligations due to the Developer with funds deposited to the Developer Reimbursement Pledged Revenue Account.

(h) Any additional Pledged Revenues remaining after the satisfaction of the foregoing shall be applied by the Trustee, as instructed by the City pursuant to a City Certificate, for any lawful purpose permitted by the PID Act for which such additional Pledged Revenues may be used, including transfers to other Funds and Accounts created pursuant to this Indenture.

Section 6.4. Bond Fund.

(a) On each Interest Payment Date, the Trustee shall withdraw from the Principal and Interest Account and transfer to the Paying Agent/Registrar the principal (including any Sinking Fund Installments) and/or interest then due and payable on the Bonds Similarly Secured, less any amount to be used to pay interest on the Bonds Similarly Secured on such Interest Payment Date from the Capitalized Interest Account, as provided below.

(b) If amounts in the Principal and Interest Account are insufficient for the purposes set forth in paragraph (a) above, the Trustee shall withdraw from the Reserve Fund amounts to cover the amount of such insufficiency in the order described in Section 6.7(f) hereof. Amounts so withdrawn from the Reserve Fund shall be deposited in the Principal and Interest Account and transferred to the Paying Agent/Registrar.

(c) Moneys in the Capitalized Interest Account shall be used for the payment of interest on the Bonds on the following dates and in the following amounts:

Date	**Amount ($)**

Any amounts on deposit in the Capitalized Interest Account after the payment of interest on the dates and in the amounts listed above shall be transferred to the Improvement Area #2 Projects Account of the Project Fund, as directed by the City pursuant to a City Certificate, or if the Improvement Area #2 Projects Account has been closed as provided in Section 6.5(e) herein, such amounts shall be transferred to the Redemption Fund to be used to redeem Bonds Similarly Secured and the Capitalized Interest Account shall be closed.

Section 6.5. Project Fund.

(a) Money on deposit in the Project Fund shall be used for the purposes specified in Section 3.1 hereof.

(b) Disbursements from the Costs of Issuance Account of the Project Fund shall be made by the Trustee to pay costs of issuance of the Bonds Similarly Secured pursuant to one or more City Certificates. Disbursements from the other Accounts of the Project Fund to pay Actual Costs of the Improvement Area #2 Projects shall be made by the Trustee upon receipt by the Trustee of either a properly executed and completed Certification for Payment or written direction from the City or its designee approving the disbursement to the Developer or the Developer's designee. The disbursement of funds from the Improvement Area #2 Projects Account pursuant to a Certification for Payment shall be pursuant to and in accordance with the disbursement procedures described in the PID Reimbursement Agreement or as provided in such written direction. Such provisions and procedures related to such disbursements contained in the PID

Reimbursement Agreement and no other provisions of the PID Reimbursement Agreement, are herein incorporated by reference and deemed set forth herein in full.

(c) If the City Representative determines in his or her sole discretion that amounts then on deposit in the Improvement Area #2 Projects Account of the Project Fund are not expected to be expended for purposes of Improvement Area #2 Projects Account of the Project Fund due to the abandonment, or constructive abandonment of the Improvement Area #2 Projects, such that, in the opinion of the City Representative, it is unlikely that the amounts in the Improvement Area #2 Projects Account of the Project Fund will ever be expended for the purposes of Improvement Area #2 Projects Account of the Project Fund, the City Representative shall file a City Certificate with the Trustee which identifies the amounts then on deposit in the Improvement Area #2 Projects Account of the Project Fund that are not expected to be used for purposes of the Improvement Area #2 Projects Account of the Project Fund. If such City Certificate is so filed, the amounts on deposit in the Improvement Area #2 Projects Account of the Project Fund shall be transferred to the Redemption Fund to redeem Bonds Similarly Secured on the earliest practicable date after notice of redemption has been provided in accordance with the Indenture.

(d) In making any determination pursuant to this Section, the City Representative may conclusively rely upon a certificate of an Independent Financial Consultant.

(e) Upon the filing of a City Certificate stating that all Improvement Area #2 Projects have been completed and that all Actual Costs of the Improvement Area #2 Projects have been paid, or that any such Actual Costs of the Improvement Area #2 Projects are not required to be paid from the Improvement Area #2 Projects Account of the Project Fund pursuant to a Certification for Payment, or written direction from the City or its designee, the Trustee (i) shall transfer the amount, if any, remaining within the Improvement Area #2 Projects Account of the Project Fund to the Principal and Interest Account of the Bond Fund and (ii) shall close the Improvement Area #2 Projects Account. If the Improvement Area #2 Projects Account has been closed pursuant to the provisions of this Section as provided above and the Costs of Issuance Account of the Project Fund has been closed pursuant to the provisions of Section 6.5(f), then the Project Fund shall be closed.

(f) Not later than six months following each respective Closing Date, or upon a determination by the City Representative that all costs of issuance of such series of Bonds Similarly Secured have been paid, any amounts remaining in the Costs of Issuance Account shall be transferred to another Account of the Project Fund and used to pay Actual Costs or to the Principal and Interest Account of the Bond Fund and used to pay interest on the Bonds Similarly Secured, as directed by the City in a City Certificate filed with the Trustee and the Costs of Issuance Account shall be closed.

Section 6.6. Redemption Fund.

(a) The Trustee shall cause to be deposited to the Redemption Fund from the Bond Pledged Revenue Account of the Pledged Revenue Fund an amount sufficient to redeem Bonds Similarly Secured as provided in Sections 4.3 and 4.4 on the dates specified for redemption as provided in Sections 4.3 and 4.4. Amounts on deposit in the Redemption Fund shall be used and withdrawn by the Trustee to redeem Bonds Similarly Secured as provided in Article IV.

Section 6.7. Reserve Fund.

(a) The City agrees with the Owners of the Bonds Similarly Secured to accumulate from the deposits described in Sections 6.2 and Section 6.3(a) hereof, and when accumulated, maintain in the Reserve Account of the Reserve Fund, an amount equal to not less than the Reserve Account Requirement except to the extent such deficiency is due to the application of Section 6.7(d) hereof. All amounts deposited in the Reserve Account of the Reserve Fund shall be used and withdrawn by the Trustee for the purpose of making transfers to the Principal and Interest Account of the Bond Fund as provided in this Indenture.

(b) The Trustee, if needed, will transfer from the Bond Pledged Revenue Account of the Pledged Revenue Fund to the Additional Interest Reserve Account on March 1 and September 1 of each year, commencing March 1, 2026, an amount equal to the Additional Interest collected, if any, as shown in the Improvement Area #2 Assessment Roll attached to the Service and Assessment Plan or an Annual Service Plan Update, until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account. If the amount on deposit in the Additional Interest Reserve Account shall at any later time be less than the Additional Interest Reserve Requirement, the Trustee shall notify the City, in writing, of the amount of such shortfall, and the City shall resume collecting the Additional Interest and shall file a City Certificate with the Trustee instructing the Trustee to resume depositing the Additional Interest from the Bond Pledged Revenue Account of the Pledged Revenue Fund into the Additional Interest Reserve Account until the Additional Interest Reserve Requirement has been accumulated in the Additional Interest Reserve Account; provided, however, that the City shall not be required to replenish the Additional Interest Reserve Account in the event funds are transferred from the Additional Interest Reserve Account to the Redemption Fund as a result of an extraordinary optional redemption of Bonds Similarly Secured from the proceeds of a Prepayment pursuant to Section 4.4 of this Indenture. In the event the amount on deposit in the Additional Interest Reserve Account is less than the Additional Interest Reserve Requirement then the deposits described in the immediately preceding sentence shall continue until the Additional Interest Reserve Account has been fully replenished. If, after such deposits, there is surplus Additional Interest remaining, the Trustee shall transfer such surplus Additional Interest to the Redemption Fund, and shall notify the City of such transfer in writing. In calculating the amounts to be transferred pursuant to this Section, the Trustee may conclusively rely on the Annual Installments as shown on the Improvement Area #2 Assessment Roll in the Service and Assessment Plan or an Annual Service Plan Update, unless and until it receives a City Certificate directing that a different amount be used.

(c) Whenever a transfer is made from an Account of the Reserve Fund to the Bond Fund due to a deficiency in the Bond Fund, the Trustee shall provide written notice thereof to the City, specifying the amount withdrawn and the source of said funds.

(d) Whenever Bonds Similarly Secured are to be redeemed with the proceeds of Prepayments pursuant to Section 4.4, the Trustee shall transfer, on the Business Day prior to the redemption date (or on such other date as agreed to by the City and the Trustee), from the Reserve Account of the Reserve Fund to the Redemption Fund, an amount specified in a City Certificate to be applied to the redemption of the Bonds Similarly Secured. The amount so transferred from the Reserve Account of the Reserve Fund shall be equal to the principal amount of Bonds Similarly Secured to be redeemed with Prepayments multiplied by the lesser of: (i) the amount required to be in the Reserve Account of the Reserve Fund divided by the principal amount of Outstanding Bonds Similarly Secured prior to the redemption, and (ii) the amount actually in the Reserve Account of the Reserve Fund divided by the principal amount of

Outstanding Bonds Similarly Secured prior to the redemption. If after such transfer, and after applying investment earnings on the Prepayments toward payment of accrued interest, there are insufficient funds in the Redemption Fund to pay the principal amount plus accrued and unpaid interest to the date fixed for redemption of the Bonds Similarly Secured to be redeemed, as identified in a City Certificate, as a result of such Prepayments and as a result of the transfer from the Reserve Account under this Section 6.7(d), the Trustee shall transfer an amount equal to the shortfall, and/or any additional amounts necessary to permit the Bonds Similarly Secured to be redeemed in minimum principal amounts of $1,000, from the Additional Interest Reserve Account to the Redemption Fund to be applied to the redemption of the Bonds Similarly Secured.

(e) Whenever, on any Interest Payment Date, or on any other date at the written request of a City Representative, the amount in the Reserve Account exceeds the Reserve Account Requirement, the Trustee shall provide written notice to the City Representative of the amount of the excess. Such excess shall be transferred to the Principal and Interest Account to be used for the payment of debt service on the Bonds Similarly Secured on the next Interest Payment Date in accordance with Section 6.4 hereof, unless within 30 days of such notice to the City Representative, the Trustee receives a City Certificate instructing the Trustee to apply such excess: (i) to pay amounts due under Section 6.8 hereof, (ii) to a specified Account of the Project Fund if such application and the expenditure of funds is expected to occur within three years of the respective Closing Date, or (iii) for such other use specified in such City Certificate if the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such alternate use will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured.

(f) Whenever, on any Interest Payment Date, the amount on deposit in the Bond Fund is insufficient to pay the debt service on the Bonds Similarly Secured due on such date, the Trustee shall transfer first, from the Additional Interest Reserve Account of the Reserve Fund to the Bond Fund, and second, from the Reserve Account of the Reserve Fund to the Bond Fund the amounts necessary to cure such deficiency.

(g) At the final maturity of the Bonds Similarly Secured, the amount on deposit in the Reserve Account and the Additional Interest Reserve Account shall be transferred to the Principal and Interest Account of the Bond Fund and applied to the payment of the principal of the Bonds Similarly Secured.

(h) If, after a Reserve Account withdrawal pursuant to Section 6.7(f), the amount on deposit in the Reserve Account of the Reserve Fund is less than the Reserve Account Requirement, the Trustee shall transfer from the Pledged Revenue Fund to the Reserve Account of the Reserve Fund the amount of such deficiency, in accordance with Section 6.3.

(i) If the amount held in the Reserve Fund together with the amount held in the Bond Fund and Redemption Fund is sufficient to pay the principal amount of all Outstanding Bonds Similarly Secured on the next Interest Payment Date, together with the unpaid interest accrued on such Outstanding Bonds Similarly Secured as of such Interest Payment Date, the moneys shall be transferred to the Redemption Fund and thereafter used to redeem all Outstanding Bonds Similarly Secured as of such Interest Payment Date.

Section 6.8. Rebate Fund: Rebate Amount.

(a) There is hereby established a special fund of the City to be designated “City of Celina, Texas, Rebate Fund” (the “Rebate Fund”) to be held by the Trustee in accordance with

the terms and provisions of this Indenture. Amounts on deposit in the Rebate Fund shall be used solely for the purpose of paying amounts relating to the Bonds Similarly Secured due the United States Government in accordance with the Code.

(b) In order to assure that Rebate Amount is paid to the United States rather than to a third party, investments of funds on deposit in the Rebate Fund shall be made in accordance with the Code and each respective Tax Certificate.

(c) The Trustee conclusively shall be deemed to have complied with the provisions of this Section and Section 7.5(h) and shall not be liable or responsible if it follows the instructions of the City and shall not be required to take any action under this Section and Section 7.5(h) in the absence of written instructions from the City.

(d) If, on the date of each annual calculation, the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the City may direct the Trustee, pursuant to a City Certificate, to transfer the amount in excess of the Rebate Amount to the Bond Fund.

Section 6.9. Administrative Fund.

(a) The City shall deposit or cause to be deposited to the District Administration Account of the Administrative Fund the amounts collected each year to pay Administrative Expenses and Delinquent Collection Costs.

(b) Moneys in the District Administration Account of the Administrative Fund shall be held by the Trustee separate and apart from the other Funds and Accounts created and administered hereunder and used as directed by a City Certificate solely for the purposes set forth in the Service and Assessment Plan.

Section 6.10. Investment of Funds.

(a) Money in any Fund or Account established pursuant to this Indenture shall be invested by the Trustee as directed by the City pursuant to a City Certificate filed with the Trustee at least two days in advance of the making of such investment. The money in any Fund or Account shall be invested in time deposits or certificates of deposit secured in the manner required by law for public funds, or be invested in direct obligations of, including obligations the principal and interest on which are unconditionally guaranteed by, the United States of America, in obligations of any agencies or instrumentalities thereof, or in such other investments as are permitted under the Public Funds Investment Act, Texas Government Code, Chapter 2256, as amended, or any successor law, as in effect from time to time; provided that all such deposits and investments shall be made in such manner (which may include repurchase agreements for such investment with any primary dealer of such agreements) that the money required to be expended from any Fund will be available at the proper time or times. Notwithstanding the preceding sentence, amounts in the Additional Interest Reserve Account may not be invested above the Yield (as defined in Section 7.5(a) hereof) on the Bonds Similarly Secured, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that such investment and/or the failure to comply with such yield restriction will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured. Investments shall be valued each year in terms of current market value as of September 30. For purposes of maximizing investment returns, to the extent permitted by law, money in such Funds or Accounts may be invested in common investments of the kind described above, or in a common pool of such investment which shall be kept and held at an official

depository bank, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such Fund or Account are held by or on behalf of each such Fund or Account. If necessary, such investments shall be promptly sold to prevent any default.

(b) Obligations purchased as an investment of moneys in any Fund or Account shall be deemed to be part of such Fund or Account, subject, however, to the requirements of this Indenture for transfer of interest earnings and profits resulting from investment of amounts in Funds and Accounts. Whenever in this Indenture any moneys are required to be transferred by the City to the Trustee, such transfer may be accomplished by transferring a like amount of Investment Securities.

(c) The Trustee and its affiliates may act as sponsor, advisor, depository, principal or agent in the acquisition or disposition of any investment. The Trustee shall have no investment discretion and the Trustee's only responsibility for investments shall be to follow the written instructions contained in any City Certificate and to ensure that an investment it is directed to purchase is a permitted investment pursuant to the terms of this Indenture. The Trustee shall not incur any liability for losses arising from any investments made pursuant to this Section. The Trustee shall not be required to determine the suitability or legality of any investments.

(d) Investments in any and all Funds and Accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular Funds or Accounts of amounts received or held by the Trustee hereunder, provided that the Trustee shall at all times account for such investments strictly in accordance with the Funds and Accounts to which they are credited and otherwise as provided in this Indenture.

(e) The Trustee will furnish the City and the Administrator monthly cash transaction statements which include detail for all investment transactions made by the Trustee hereunder; and, unless the Trustee receives a written request, the Trustee is not required to provide brokerage confirmations so long as the Trustee is providing such monthly cash transaction statements.

Section 6.11. Security of Funds.

All Funds or Accounts heretofore created, to the extent not invested as herein permitted, shall be secured in the manner and to the fullest extent required by law for the security of public funds, and such Funds or Accounts shall be used only for the purposes and in the manner permitted or required by this Indenture.

Section 6.12. Reimbursement Fund.

Money on deposit in the Reimbursement Fund shall be disbursed to the Developer, once all amounts deposited into the Improvement Area #2 Projects Account have been disbursed, to reimburse the Actual Costs of the Improvement Area #2 Projects paid for by the Developer as evidenced by a Certification for Payment and as provided in the PID Reimbursement Agreement. When all amounts due to the Developer to pay it for the funds it has contributed to pay Actual Costs of the Improvement Area #2 Projects have been paid to the Developer, as evidenced by a Certification for Payment, whether through Assessments received and applied in accordance with this Indenture and the Service and Assessment Plan or an Annual Service Plan Update, or through the proceeds of Additional Bonds, no further deposits shall be made to the Reimbursement Fund and the Reimbursement Fund shall be closed. In the event that the

Reimbursement Fund is closed pursuant to the terms of this Section, any remaining balance in the Reimbursement Fund and in any Account therein shall be transferred to the Pledged Revenue Fund and applied in accordance with the priorities set forth in Section 6.3(a) above.

ARTICLE VII

COVENANTS

Section 7.1. Confirmation of Assessments.

The City hereby confirms, covenants, and agrees that the Assessments to be collected from the Assessed Parcels are as so reflected in the Service and Assessment Plan (as it may be updated from time to time) and, in accordance with the Assessment Ordinance, it has levied the Assessments against the respective Assessed Parcels from which the Pledged Revenues will be collected and received.

Section 7.2. Collection and Enforcement of Assessments.

(a) For so long as any Bonds Similarly Secured are Outstanding and/or amounts are due to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #2 Projects in accordance with the PID Reimbursement Agreement, the City covenants, agrees and warrants that it will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens thereof enforced continuously, in the manner and to the maximum extent permitted by Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments.

(b) The City will determine or cause to be determined, no later than February 15 of each year, whether or not any Annual Installment is delinquent and, if such delinquencies exist, the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action in district court to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Parcel. Furthermore, nothing shall obligate the City, the City Attorney, or any appropriate designee to undertake collection or foreclosure actions against delinquent accounts in violation of applicable state law, court order, or existing contractual provisions between the City and its appropriate collections enforcement designees.

Section 7.3. Against Encumbrances.

(a) Other than Refunding Bonds, the City shall not create and, to the extent Pledged Revenues are received, shall not suffer to remain, any lien, encumbrance or charge upon the Trust Estate, other than that specified in Section 9.6 of this Indenture, or upon any other property pledged under this Indenture, except the pledge created for the security of the Bonds Similarly Secured, and other than a lien or pledge subordinate to the lien and pledge of such property related to the Bonds Similarly Secured.

(b) So long as Bonds Similarly Secured are Outstanding hereunder, and except as set forth in Section 13.2 hereof, the City shall not issue any bonds, notes or other evidences of indebtedness other than the Bonds Similarly Secured and Refunding Bonds, if any, secured by

any pledge of or other lien or charge on the Trust Estate or other property pledged under this Indenture, except for other indebtedness incurred in compliance with Section 13.2 hereof.

Section 7.4. Records, Accounts, Accounting Reports.

The City hereby covenants and agrees that so long as any of the Bonds Similarly Secured or any interest thereon remain Outstanding and unpaid, and/or the obligation to the Developer to pay it for funds it has contributed to pay Actual Costs of the Improvement Area #2 Projects in accordance with the PID Reimbursement Agreement remain outstanding and unpaid, it will keep and maintain a proper and complete system of records and accounts pertaining to the Assessments. The Trustee and Owners of any Bonds Similarly Secured or any duly authorized agent or agents of such holders shall have the right at all reasonable times to inspect all such records, accounts, and data relating thereto, upon written request to the City by the Trustee or duly authorized representative, as applicable. The City shall provide the Trustee or duly authorized representative, as applicable, an opportunity to inspect such books and records relating to the Bonds Similarly Secured during the City's regular business hours and on a mutually agreeable date not later than 30 days after the City receives such request.

Section 7.5. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms shall have the following meanings:

"*Closing Date*" means the date on which each series of Bonds Similarly Secured are first authenticated and delivered to the respective initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds Similarly Secured.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds Similarly Secured are invested and which is not acquired to carry out the governmental purposes of the Bonds Similarly Secured.

"Regulations" means any proposed, temporary or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds Similarly Secured. Any reference to

any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations; and (2) the Bonds Similarly Secured, as it pertains to a particular series of Bonds Similarly Secured, has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond Similarly Secured to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond Similarly Secured, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of each series of Bonds Similarly Secured:

(i) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds Similarly Secured of such series, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds Similarly Secured of such series or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan.

(i) Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of any Bonds Similarly Secured to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or

similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(ii) The City covenants and agrees that the levied Assessments will meet the requirements of the "tax assessment loan exception" within the meaning of Section 1.141-5(d) of the Regulations on the date that each series of the Bonds Similarly Secured are delivered and will ensure that the Assessments continue to meet such requirements for so long as Bonds Similarly Secured are outstanding.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of any series of Bonds Similarly Secured directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested) if, as a result of such investment, the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of such series of Bonds Similarly Secured.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds Similarly Secured to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe with respect to each series of Bonds Similarly Secured.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Bond Similarly Secured is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds Similarly Secured with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date for each series of Bonds Similarly Secured, the City shall calculate the Rebate Amount for the respective series of Bonds 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.

(iii) As additional consideration for the purchase of the Bonds Similarly Secured by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon

from the gross income of the owners thereof for federal income tax purposes, the City shall, pursuant to a City Certificate, direct the Trustee to transfer to the Rebate Fund from the funds or subaccounts designated in such City Certificate and direct the Trustee to pay to the United States from the Rebate Fund the amount that when added to the future value of previous rebate payments made for any series of Bonds Similarly Secured equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within 180 days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds Similarly Secured, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds Similarly Secured not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, or City Secretary, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with each series of the Bonds Similarly Secured, in the Tax Certificate or similar or other appropriate certificate, form or document.

ARTICLE VIII

LIABILITY OF CITY

The City shall not incur any responsibility in respect of the Bonds Similarly Secured or this Indenture other than in connection with the duties or obligations explicitly herein or in the Bonds Similarly Secured assigned to or imposed upon it. The City shall not be liable in connection with the performance of its duties hereunder, except for its own willful default or act of bad faith. The City shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Trustee herein or of any of the documents executed by the Trustee in connection with the Bonds Similarly Secured, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the City may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to

the City and conforming to the requirements of this Indenture. The City shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Indenture, the Bonds Similarly Secured, the Assessment Ordinance, or any agreement, document, instrument, or certificate executed, delivered or approved in connection with the issuance, sale, delivery, or administration of the Bonds Similarly Secured (the "Bond Documents"), shall require the City to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Trust Estate and the Administrative Expenses) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if in the judgment of the City there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it.

Neither the Owners nor any other Person shall have any claim against the City or any of its officers, officials, agents, or employees for damages suffered as a result of the City's failure to perform in any respect any covenant, undertaking, or obligation under any Bond Documents or as a result of the incorrectness of any representation in, or omission from, any of the Bond Documents, except to the extent that any such claim relates to an obligation, undertaking, representation, or covenant of the City, in accordance with the Bond Documents and the PID Act. Any such claim shall be payable only from the Trust Estate, the funds available for such payment in any of the Pledged Funds, if any, or the amounts collected to pay Administrative Expenses on deposit in the Administrative Fund. Nothing contained in any of the Bond Documents shall be construed to preclude any action or proceeding in any court or before any governmental body, agency, or instrumentality against the City or any of its officers, officials, agents, or employees to enforce the provisions of any of the Bond Documents or to enforce all rights of the Owners of the Bonds Similarly Secured by mandamus or other proceeding at law or in equity.

The City may rely on and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond, or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The City may consult with counsel with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Indenture, the City shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the City, be deemed to be conclusively proved and established by a certificate of the Trustee, an Independent Financial Consultant, an independent inspector or City Manager or other person designated by the City Council to so act on behalf of the City, and such certificate shall be full warrant to the City for any action taken or suffered under the provisions of this Indenture upon the faith thereof, but in its discretion the City may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

In order to perform its duties and obligations hereunder, the City may employ such persons or entities as it deems necessary or advisable. The City shall not be liable for any of the acts or omissions of such persons or entities employed by it in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations, and directions of such persons or entities.

ARTICLE IX

THE TRUSTEE

Section 9.1. Trustee as Paying Agent/Registrar.

The Trustee is hereby designated and agrees to act as Paying Agent/Registrar for and in respect to the Bonds Similarly Secured.

Section 9.2. Trustee Entitled to Indemnity.

The Trustee shall be under no obligation to spend its own funds, to institute any suit, or to undertake any proceeding under this Indenture, or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified, to the extent permitted by law, to its satisfaction against any and all costs and expenses, outlays, and counsel fees and other reasonable disbursements, and against all liability except as a consequence of its own negligence or willful misconduct; provided, however, the Trustee may not request or require indemnification as a condition to making any deposits, payments, or transfers when required hereunder, or delivering any notice when required hereunder. Nevertheless, the Trustee may begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as the Trustee, without indemnity, and in such case the Trustee may make transfers from the Pledged Revenue Fund or the District Administration Account of the Administrative Fund to pay all costs and expenses, outlays, and counsel fees and other reasonable disbursements properly incurred in connection therewith and shall, to the extent permitted by law, be entitled to a preference therefor over any Bonds Similarly Secured Outstanding hereunder.

Section 9.3. Responsibilities of the Trustee.

The recitals contained in this Indenture and in the Bonds Similarly Secured shall be taken as the statements of the City and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the offering documents, this Indenture, or the Bonds Similarly Secured or with respect to the security afforded by this Indenture, and the Trustee shall incur no liability with respect thereto. Except as otherwise expressly provided in this Indenture, the Trustee shall have no responsibility or duty with respect to: (i) the issuance of Bonds Similarly Secured for value; (ii) the application of the proceeds thereof, except to the extent that such proceeds are received by it in its capacity as Trustee; (iii) the application of any moneys paid to the City or others in accordance with this Indenture, except as to the application of any moneys paid to it in its capacity as Trustee; or (iv) any calculation of arbitrage or rebate under the Code. The Trustee has the right to act through agents and attorneys.

The duties and obligations of the Trustee shall be determined by the express provisions of this Indenture, and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture.

The Trustee shall not be liable for any action taken or omitted by it in the performance of its duties under this Indenture, except for its own negligence or willful misconduct, both before and after default by the City. In no event shall the Trustee be liable for incidental, indirect, special or consequential damages in connection with or arising from this Indenture for the existence, furnishing or use of the Improvement Area #2 Projects.

The Trustee shall not be required to take notice, and shall not be deemed to have notice, of any default or Event of Default hereunder, unless the Trustee shall be notified specifically of the default or Event of Default in a written instrument or document delivered to it by the City or by the holders of at least a majority of the aggregate principal amount of Bonds 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.

In case a default or an Event of Default has occurred and is continuing hereunder (of which the Trustee has been notified), the Trustee shall exercise those rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise, as a prudent person would exercise or use under the circumstances in the conduct of his own affairs.

Section 9.4. Property Held in Trust.

All moneys and securities held by the Trustee at any time pursuant to the terms of this Indenture shall be held by the Trustee in trust for the purposes and under the terms and conditions of this Indenture.

Section 9.5. Trustee Protected in Relying on Certain Documents.

The Trustee may rely upon any order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond, or other document provided to the Trustee in accordance with the terms of this Indenture that it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or Person or to have been prepared and furnished pursuant to any of the provisions of this Indenture, or upon the written opinion of any counsel, architect, engineer, insurance consultant, management consultant, or accountant believed by the Trustee to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry into any statements contained or matters referred to in any such instrument. The Trustee may consult with counsel, who may or may not be Bond Counsel, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered, or omitted to be taken by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may be deemed to be conclusively proved and established by a City Certificate, unless other evidence in respect thereof be hereby specifically prescribed. Such City Certificate shall be full warrant for any action taken or suffered in good faith under the provisions hereof, but in its sole discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice, or other direction required or permitted to be furnished pursuant to any provision hereof by the City to the Trustee shall be sufficiently executed if executed in the name of the City by the City Representative.

The Trustee shall not be under any obligation to see to the recording or filing of this Indenture, or otherwise to the giving to any Person of notice of the provisions hereof except as expressly required in Section 9.13 herein.

Section 9.6. Compensation.

Unless otherwise provided by contract with the Trustee, the Trustee shall transfer from the District Administration Account of the Administrative Fund, from time to time, reasonable compensation for all services rendered by it hereunder, including its services as Paying Agent/Registrar, together with all its reasonable expenses, charges, and other disbursements and those of its counsel, agents and employees, incurred in and about the administration and execution of the trusts hereby created and the exercise of its powers and the performance of its duties hereunder, subject to any limit on the amount of such compensation or recovery of expenses or other charges as shall be prescribed by specific agreement, and the Trustee shall have a lien therefor on any and all funds at any time held by it in the Administrative Fund. None of the provisions contained in this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if in the judgment of the Trustee there are reasonable grounds for believing that the repayment of such funds or liability is not reasonably assured to it. If the City shall fail to make any payment required by this Section, the Trustee may make such payment from any moneys in its possession in the Administrative Fund.

Section 9.7. Permitted Acts.

The Trustee and its directors, officers, employees, or agents may become the owner of or may in good faith buy, sell, own, hold and deal in Bonds Similarly Secured and may join in any action that any Owner of Bonds Similarly Secured may be entitled to take as fully and with the same rights as if it were not the Trustee. The Trustee may act as depository, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the City or any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds Similarly Secured or this Indenture, whether or not such committee shall represent the Owners of a majority in aggregate outstanding principal amount of the Bonds Similarly Secured.

Section 9.8. Resignation of Trustee.

The Trustee may at any time resign and be discharged of its duties and obligations hereunder by giving not fewer than 30 days' written notice, specifying the date when such resignation shall take effect, to the City and each Owner of any Outstanding Bond Similarly Secured. Such resignation shall take effect upon the appointment of a successor as provided in Section 9.10 and the acceptance of such appointment by such successor.

Section 9.9. Removal of Trustee.

The Trustee may be removed at any time by (i) the Owners of at least a majority of the aggregate Outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or by their attorneys-in-fact, duly authorized and delivered to the City, or (ii) the City, so long as the City is not in default under this Indenture. Copies of each such instrument shall be delivered by the City to the Trustee and any successor thereof. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the City or the Owners of not less than 10% of the aggregate Outstanding principal of the Bonds Similarly Secured.

Section 9.10. Successor Trustee.

If the Trustee shall resign, be removed, be dissolved, or become incapable of acting, or shall be adjudged as bankrupt or insolvent, or if a receiver, liquidator, or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the position of the Trustee hereunder shall thereupon become vacant.

If the position of Trustee shall become vacant for any of the foregoing reasons or for any other reason, a successor Trustee may be appointed within one year after any such vacancy shall have occurred by the Owners of at least 25% of the aggregate outstanding principal of the Bonds Similarly Secured by an instrument or concurrent instruments in writing signed and acknowledged by such Owners or their attorneys-in-fact, duly authorized and delivered to such successor Trustee, with notification thereof being given to the predecessor Trustee and the City.

Unless such successor Trustee shall have been appointed by the Owners of the Bonds Similarly Secured, the City shall forthwith appoint a Trustee to act hereunder. Copies of any instrument of the City providing for any such appointment shall be delivered by the City to the Trustee so appointed. The City shall mail notice of any such appointment to each Owner of any Outstanding Bonds Similarly Secured within 30 days after such appointment. Any appointment of a successor Trustee made by the City immediately and without further act shall be superseded and revoked by an appointment subsequently made by the Owners of Bonds Similarly Secured, in accordance with the immediately preceding paragraph.

If in a proper case no appointment of a successor Trustee shall be made within 45 days after the giving by any Trustee of any notice of resignation in accordance with Section 9.8 herein or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Owner of Bonds Similarly Secured may apply to any court of competent jurisdiction for the appointment of such a successor, and the court may thereupon, after such notice, if any, as the court may deem proper, appoint such successor and the City shall be responsible for the costs of such appointment process.

Any successor Trustee appointed under the provisions of this Section shall be a commercial bank or trust company or national banking association (i) having a capital and surplus and undivided profits aggregating at least $50,000,000, if there be such a commercial bank or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms, and (ii) authorized by law to perform all the duties of the Trustee required by this Indenture.

Each successor Trustee shall mail, in accordance with the provisions of the Bonds Similarly Secured, notice of its appointment to the Trustee, any rating agency which, at the time of such appointment, is providing a rating on the Bonds Similarly Secured and each of the Owners of the Bonds Similarly Secured.

Section 9.11. Transfer of Rights and Property to Successor Trustee.

Any successor Trustee appointed under the provisions of Section 9.10 shall execute, acknowledge, and deliver to its predecessor and the City an instrument in writing accepting such appointment, and thereupon such successor, without any further act, deed, or conveyance, shall become fully vested with all moneys, estates, properties, rights, immunities, powers, duties, obligations, and trusts of its predecessor hereunder, with like effect as if originally appointed as

Trustee. However, the Trustee then ceasing to act shall nevertheless, on request of the City or of such successor, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the rights, immunities, powers, and trusts of such Trustee and all the right, title, and interest of such Trustee in and to the Trust Estate, and shall pay over, assign, and deliver to such successor any moneys or other properties subject to the trusts and conditions herein set forth. Should any deed, conveyance, or instrument in writing from the City be required by such successor for more fully and certainly vesting in and confirming to it any such moneys, estates, properties, rights, powers, duties, or obligations, any and all such deeds, conveyances, and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged, and delivered by the City.

Section 9.12. Merger, Conversion or Consolidation of Trustee.

Any corporation or association into which the Trustee may be merged or with which it may be consolidated or any corporation or association resulting from any merger, conversion or consolidation to which it shall be a party or any corporation or association to which the Trustee may sell or transfer all or substantially all of its corporate trust business shall be the successor to such Trustee hereunder, without any further act, deed or conveyance, provided that such corporation or association shall be a commercial bank or trust company or national banking association qualified to be a successor to such Trustee under the provisions of Section 9.10, or a trust company that is a wholly-owned subsidiary of any of the foregoing.

Section 9.13. Trustee to File Continuation Statements.

If necessary, the Trustee shall file or cause to be filed, such continuation statements as are delivered to the Trustee by the City, or on behalf of the City, and which may be required by the Texas Uniform Commercial Code, as from time to time in effect (the "UCC"), in order to continue perfection of the security interest of the Trustee in such items of tangible or intangible personal property and any fixtures as may have been granted to the Trustee pursuant to this Indenture in the time, place and manner required by the UCC.

Section 9.14. Construction of Indenture.

The Trustee may construe any of the provisions of this Indenture insofar as the same may appear to be ambiguous or inconsistent with any other provision hereof, and any construction of any such provisions hereof by the Trustee in good faith shall be binding upon the Owners of the Bonds Similarly Secured. Permissive rights of the Trustee are not to be construed as duties.

ARTICLE X

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 10.1. Amendments Permitted.

(a) This Indenture and the rights and obligations of the City and of the Owners of the Bonds Similarly Secured may be modified or amended at any time by a Supplemental Indenture, except as provided below, pursuant to the affirmative vote at a meeting of Owners of the Bonds Similarly Secured, or with the written consent without a meeting, of the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding. No such modification or amendment shall (i) extend the maturity of any Bond Similarly Secured or

reduce the interest rate thereon, or otherwise alter or impair the obligation of the City to pay the principal of, and the interest and any premium on, any Bond Similarly Secured, without the express consent of the Owner of such Bond Similarly Secured, or (ii) permit the creation by the City of any pledge or lien upon the Trust Estate superior to or on a parity with the pledge and lien created for the benefit of the Bonds Similarly Secured (except as otherwise permitted by Applicable Laws and this Indenture), or reduce the percentage of Owners of Bonds Similarly Secured required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Trustee without its written consent.

(b) This Indenture and the rights and obligations of the City and of the Owners may also be modified or amended at any time by a Supplemental Indenture, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(i) to add to the covenants and agreements of the City in this Indenture contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the City;

(ii) to make modifications not adversely affecting any Outstanding Bonds Similarly Secured in any material respect;

(iii) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in regard to questions arising under this Indenture, as the City and the Trustee may deem necessary or desirable and not inconsistent with this Indenture, and that shall not adversely affect the rights of the Owners of the Bonds Similarly Secured;

(iv) to provide for the issuance of Additional Bonds or Refunding Bonds as set forth in Section 13.2 hereof; and

(v) to make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Bonds Similarly Secured.

(c) Any modification or amendment made pursuant to Section 10.1(b) shall not be subject to the notice procedures specified in Section 10.3 below.

(d) Notwithstanding the above, no Supplemental Indenture under this Section shall be effective unless the City first delivers to the Trustee an opinion of Bond Counsel to the effect that such amendment or supplement: (i) is permitted under Applicable Laws and the provisions of this Indenture in effect after taking into account the proposed amendment or supplement; (ii) will not adversely affect the interests of the Owners in any material respect; provided, however, that an appointment of a successor trustee in accordance with the provisions hereof and the issuance of Refunding Bonds in accordance with the provisions of Section 13.2 hereof are each deemed to not be a material adverse effect for purposes of such opinion; and (iii) will not adversely affect the exclusion of interest on any Bond Similarly Secured from gross income for purposes of federal income taxation.

Section 10.2. Owners' Meetings.

The City may at any time call a meeting of the Owners of the Bonds Similarly Secured. In such event the City is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

Section 10.3. Procedure for Amendment with Written Consent of Owners.

The City and the Trustee may at any time adopt a Supplemental Indenture amending the provisions of the Bonds Similarly Secured or of this Indenture, to the extent that such amendment is permitted by Section 10.1 herein, to take effect when and as provided in this Section. A copy of such Supplemental Indenture, together with a request to Owners for their consent thereto, shall be mailed by first-class mail, by the Trustee to each Owner of Bonds Similarly Secured from whom consent is required under this Indenture, but failure to mail copies of such Supplemental Indenture and request shall not affect the validity of the Supplemental Indenture when assented to as in this Section provided.

Such Supplemental Indenture shall not become effective unless there shall be filed with the Trustee the written consents of the Owners as required by this Indenture and a notice shall have been mailed as hereinafter in this Section provided and the City or Bond Counsel, acting on the City's behalf, has delivered to the Trustee an opinion of Bond Counsel to the effect that such amendment is permitted and will not adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds Similarly Secured for which such consent is given, which proof shall be such as is permitted by Section 11.6 herein. Any such consent shall be binding upon the Owner of the Bonds Similarly Secured giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof), unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Trustee prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds Similarly Secured shall have filed their consents to the Supplemental Indenture, the City shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Indenture, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required percentage of Bonds Similarly Secured and will be effective as provided in this Section (but failure to mail copies of said notice shall not affect the validity of the Supplemental Indenture or consents thereto). Proof of the mailing of such notice shall be filed with the Trustee. A record, consisting of the papers required by this Section 10.3 to be filed with the Trustee, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Indenture shall become effective upon the filing with the Trustee of the proof of mailing of such notice, and the Supplemental Indenture shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the City and the Owners of all Bonds Similarly Secured at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period; provided, however, that the Trustee during such sixty day period and any such further period during which any such action or proceeding may be pending shall be entitled in its sole discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture, as it may deem expedient; provided, further, that the Trustee shall have no obligation to take or refrain from taking

any such action and the Trustee shall have no liability with respect to any action taken or any instance of inactions.

Section 10.4. Effect of Supplemental Indenture.

From and after the time any Supplemental Indenture becomes effective pursuant to this Article X, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties, and obligations under this Indenture of the City, the Trustee and all Owners of Outstanding Bonds Similarly Secured shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 10.5. Endorsement or Replacement of Bonds Similarly Secured Issued After Amendments.

The City may determine that Bonds Similarly Secured issued and delivered after the effective date of any action taken as provided in this Article X shall bear a notation, by endorsement or otherwise, in form approved by the City, as to such action. In that case, upon demand of the Owner of any Bond Similarly Secured Outstanding at such effective date and presentation of his Bond Similarly Secured for that purpose at the designated office of the Trustee or at such other office as the City may select and designate for that purpose, a suitable notation shall be made on such Bond Similarly Secured. The City may determine that new Bonds Similarly Secured, so modified as in the opinion of the City is necessary to conform to such Owners' action, shall be prepared, executed, and delivered. In that case, upon demand of the Owner of any Bonds Similarly Secured then Outstanding, such new Bonds Similarly Secured shall be exchanged at the designated office of the Trustee without cost to any Owner, for Bonds Similarly Secured then Outstanding, upon surrender of such Bonds Similarly Secured.

Section 10.6. Amendatory Endorsement of Bonds Similarly Secured.

The provisions of this Article X shall not prevent any Owner from accepting any amendment as to the particular Bonds Similarly Secured held by such Owner, provided that due notation thereof is made on such Bonds Similarly Secured.

Section 10.7. Waiver of Default

With the written consent of at least a majority of the Owners in aggregate principal amount of the Bonds Similarly Secured then Outstanding, the Owners may waive non-compliance by the City with certain past defaults under the Indenture and their consequences. Any such consent shall be conclusive and binding upon the Owners and upon all future Owners.

Section 10.8. Execution of Supplemental Indenture.

In executing, or accepting the additional trusts created by, any Supplemental Indenture permitted by this Article or the modification thereby of the trusts created by this Indenture, the Trustee shall receive, and shall be fully protected in relying upon, an opinion of counsel addressed and delivered to the Trustee and the City stating that the execution of such Supplemental Indenture is permitted by and in compliance with this Indenture. The Trustee may, but shall not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties and immunities under this Indenture.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.1. Events of Default.

(a) Each of the following occurrences or events shall be and is hereby declared to be an "Event of Default," to wit:

(i) The failure of the City to deposit the Pledged Revenues to the Bond Pledged Revenue Account of the Pledged Revenue Fund;

(ii) The failure of the City to enforce the collection of the Assessments, including the prosecution of foreclosure proceedings;

(iii) The failure to make payment of the principal of or interest on any of the Bonds Similarly Secured when the same becomes due and payable and such failure is not remedied within 30 days; provided, however, that the payments are to be made only from Pledged Revenues or other funds currently available in the Pledged Funds and available to the City to make the payments; and

(iv) Default in the performance or observance of any covenant, agreement or obligation of the City under this Indenture and the continuation thereof for a period of ninety (90) days after written notice to the City by the Trustee, or by the Owners of at least 25% of the aggregate Outstanding principal of the Bonds Similarly Secured with a copy to the Trustee, specifying such default and requesting that the failure be remedied.

(b) Nothing in Section 11.1(a) will be an Event of Default if it is in violation of any applicable state law or court order.

Section 11.2. Immediate Remedies for Default.

(a) Subject to Article VIII, upon the happening and continuance of any of the Events of Default described in Section 11.1, the Trustee may, and at the written direction of the Owners of at least 25% of the Bonds Similarly Secured then Outstanding and its receipt of indemnity satisfactory to it, shall proceed against the City for the purpose of protecting and enforcing the rights of the Owners under this Indenture, by action seeking mandamus or by other suit, action, or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief to the extent permitted by Applicable Laws, including, but not limited to, the specific performance of any covenant or agreement contained herein, or injunction; provided, however, that no action for money damages against the City may be sought or shall be permitted. The Trustee retains the right to obtain the advice of counsel in its exercise of remedies of default.

(b) THE PRINCIPAL OF THE BONDS SIMILARLY SECURED SHALL NOT BE SUBJECT TO ACCELERATION UNDER ANY CIRCUMSTANCES.

(c) If the assets of the Trust Estate are sufficient to pay all amounts due with respect to all Outstanding Bonds Similarly Secured, in the selection of Trust Estate assets to be used in the payment of Bonds Similarly Secured due under this Article, the City shall determine, in its absolute discretion, and shall instruct the Trustee by City Certificate, which Trust Estate assets shall be applied to such payment and shall not be liable to any Owner or other Person by reason of such selection and application. In the event that the City shall fail to deliver to the Trustee

such City Certificate, the Trustee shall select and liquidate or sell Trust Estate assets as provided in the following paragraph, and shall not be liable to any Owner, or other Person, or the City by reason of such selection, liquidation or sale.

(d) Whenever moneys are to be applied pursuant to this Article XI, irrespective of and whether other remedies authorized under this Indenture shall have been pursued in whole or in part, the Trustee may cause any or all of the assets of the Trust Estate, including Investment Securities, to be sold. The Trustee may so sell the assets of the Trust Estate and all right, title, interest, claim and demand thereto and the right of redemption thereof, in one or more parts, at any such place or places, and at such time or times and upon such notice and terms as the Trustee may deem appropriate and as may be required by law and apply the proceeds thereof in accordance with the provisions of this Section. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the City, and all other Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money proceeds thereof or to inquire as to the authorization, necessity, expediency, or regularity of any such sale. Nevertheless, if so requested by the Trustee, the City shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or, in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Section 11.3. Restriction on Owner's Action.

(a) No Owner shall have any right to institute any action, suit or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust thereof or any other remedy hereunder, unless (i) a default has occurred and is continuing of which the Trustee has been notified in writing, (ii) such default has become an Event of Default and the Owners of not less than 25% of the aggregate principal amount of the Bonds Similarly Secured then Outstanding have made written request to the Trustee and offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, (iii) the Owners have furnished to the Trustee indemnity as provided in Section 9.2 herein, (iv) the Trustee has for 90 days after such notice failed or refused to exercise the powers hereinbefore granted, or to institute such action, suit, or proceeding in its own name, (v) no direction inconsistent with such written request has been given to the Trustee during such 90-day period by the Owners of at least a majority of the aggregate principal amount of the Bonds Similarly Secured then Outstanding, and (vi) notice of such action, suit, or proceeding is given to the Trustee; however, no one or more Owners of the Bonds Similarly Secured shall have any right in any manner whatsoever to affect, disturb, or prejudice this Indenture by its, his or their action or to enforce any right hereunder except in the manner provided herein, and that all proceedings at law or in equity shall be instituted and maintained in the manner provided herein and for the equal benefit of the Owners of all Bonds Similarly Secured then Outstanding. The notification, request and furnishing of indemnity set forth above shall, at the option of the Trustee, be conditions precedent to the execution of the powers and trusts of this Indenture and to any action or cause of action for the enforcement of this Indenture or for any other remedy hereunder.

(b) Subject to Article VIII, nothing in this Indenture shall affect or impair the right of any Owner to enforce, by action at law, payment of any Bond Similarly Secured at and after the maturity thereof, or on the date fixed for redemption or the obligation of the City to pay each Bond Similarly Secured issued hereunder to the respective Owners thereof at the time and place, from the source and in the manner expressed herein and in the Bonds Similarly Secured.

(c) In case the Trustee or any Owners shall have proceeded to enforce any right under this Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or any Owners, then and in every such case the City, the Trustee and the Owners shall be restored to their former positions and rights hereunder, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 11.4. Application of Revenues and Other Moneys After Default.

(a) All moneys, securities, funds and Pledged Revenues and other assets of the Trust Estate and the income therefrom received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall, after payment of the cost and expenses of the proceedings resulting in the collection of such amounts, the expenses (including its counsel), liabilities, and advances incurred or made by the Trustee, and the fees of the Trustee in carrying out this Indenture, during the continuance of an Event of Default, notwithstanding Section 11.2 hereof, shall be applied by the Trustee, on behalf of the City, to the payment of interest and principal or Redemption Price then due on Bonds Similarly Secured, as follows:

> FIRST: To the payment to the Owners entitled thereto all installments of interest then due in the direct order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the Owners entitled thereto, without any discrimination or preference; and
>
> SECOND: To the payment to the Owners entitled thereto of the unpaid principal of Outstanding Bonds Similarly Secured, or Redemption Price of any Bonds Similarly Secured which shall have become due, whether at maturity or by call for redemption, in the direct order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds Similarly Secured due on any date, then to the payment thereof ratably, according to the amounts of principal due and to the Owners entitled thereto, without any discrimination or preference.

Within ten (10) days of receipt of such good and available funds, the Trustee may fix a record and payment date for any payment to be made to Owners pursuant to this Section 11.4.

(b) In the event funds are not adequate to cure any of the Events of Default described in Section 11.1, the available funds shall be allocated to the Bonds Similarly Secured that are Outstanding in proportion to the quantity of Bonds Similarly Secured that are currently due and in default under the terms of this Indenture.

(c) The restoration of the City to its prior position after any and all defaults have been cured, as provided in Section 11.3, shall not extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 11.5. Effect of Waiver.

No delay or omission of the Trustee, or any Owner, to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee or the Owners, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 11.6. Evidence of Ownership of Bonds Similarly Secured.

(a) Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Bonds Similarly Secured may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys duly appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney, or the holding by any Person of the Bonds Similarly Secured shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner:

(i) The fact and date of the execution of such instruments by any Owner of Bonds Similarly Secured or the duly appointed attorney authorized to act on behalf of such Owner may be provided by a guarantee of the signature thereon by a bank or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate, or affidavit shall also constitute sufficient proof of his authority.

(ii) The ownership of Bonds Similarly Secured and the amount, numbers and other identification and date of holding the same shall be proved by the Register.

(b) Except as otherwise provided in this Indenture with respect to revocation of a consent, any request or consent by an Owner of Bonds Similarly Secured shall bind all future Owners of the same Bonds Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in accordance therewith.

Section 11.7. No Acceleration.

In the event of the occurrence of an Event of Default under Section 11.1 hereof, the right of acceleration of any Stated Maturity is not granted as a remedy hereunder and the right of acceleration under this Indenture is expressly denied.

Section 11.8. Mailing of Notice.

Any provision in this Article for the mailing of a notice or other document to Owners shall be fully complied with if it is mailed, first-class, postage prepaid, only to each Owner at the address appearing upon the Register.

Section 11.9. Exclusion of Bonds Similarly Secured.

Bonds Similarly Secured owned or held by or for the account of the City will not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds Similarly Secured provided for in this Indenture, and the City shall not be entitled with respect to such Bonds Similarly Secured to give any consent or take any other action provided for in this Indenture.

Section 11.10. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity, by statute or by contract.

Section 11.11. Direction by Owners.

Anything herein to the contrary notwithstanding, the Owners of at least 25% of the aggregate outstanding principal of the Bonds 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.

ARTICLE XII

GENERAL COVENANTS AND REPRESENTATIONS

Section 12.1. Representations as to Trust Estate.

(a) The City represents and warrants that it is authorized by Applicable Laws to authorize and issue the Bonds Similarly Secured, to execute and deliver this Indenture and to pledge the Trust Estate in the manner and to the extent provided in this Indenture, and that the Pledged Revenues and the Trust Estate are and will be and remain free and clear of any pledge, lien, charge, or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created in or authorized by this Indenture except as expressly provided herein.

(b) The City shall at all times, to the extent permitted by Applicable Laws, defend, preserve and protect the pledge of the Trust Estate and all the rights of the Owners and the Trustee, under this Indenture against all claims and demands of all Persons whomsoever.

(c) The City will take all steps reasonably necessary and appropriate, and will direct the Trustee to take all steps reasonably necessary and appropriate, to collect all delinquencies in the collection of the Assessments and any other amounts pledged to the payment of the Bonds Similarly Secured to the fullest extent permitted by the PID Act and other Applicable Laws.

(d) To the extent permitted by law, notice of the Annual Installments shall be sent by, or on behalf of the City, to the affected property owners on the same statement or such other mechanism that is used by the City, so that such Annual Installments are collected simultaneously with ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City.

Section 12.2. Accounts, Periodic Reports and Certificates.

The Trustee shall keep or cause to be kept proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture and which shall at all times be subject to inspection by the City, and the Owner or Owners of not less than 10% in principal amount of any Bonds Similarly Secured then Outstanding or their representatives duly authorized in writing.

Section 12.3. General.

The City shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the City under the provisions of this Indenture.

ARTICLE XIII

SPECIAL COVENANTS

Section 13.1. Further Assurances; Due Performance.

(a) At any and all times the City will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers, and assurances in a manner as the Trustee shall reasonably require for better conveying, transferring, pledging, and confirming unto the Trustee, all and singular, the revenues, Funds, Accounts and properties constituting the Pledged Revenues, and the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

(b) The City will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture.

Section 13.2. Additional Obligations or Other Liens; Additional Bonds.

(a) The City reserves the right, subject to the provisions contained in this Section 13.2, to issue Additional Obligations under other indentures, assessment ordinances, or similar agreements or other obligations which do not constitute or create a lien on the Trust Estate and are not payable from the Pledged Revenues. Additionally, the City has reserved the right to issue bonds or other obligations secured by and payable from Pledged Revenues so long as such pledge is subordinate to the pledge of Pledged Revenues securing payment of the Bonds Similarly Secured.

(b) Other than Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured or Additional Bonds issued in accordance with this Section, the City will not create or voluntarily permit to be created any debt, lien or charge on the Trust Estate, and will not do or omit to do or suffer to be or omit to be done any matter or things whatsoever whereby the lien of this Indenture or the priority hereof might or could be lost or impaired.

(c) The City reserves the right to issue Additional Bonds, but shall be under no obligation to issue Additional Bonds, to finance the Actual Costs of the Improvement Area #2 Projects or to pay amounts due to the Developer pursuant to the PID Reimbursement Agreement, but only in accordance with the conditions set forth below:

(i) The Trustee shall receive a certificate from the City Representative certifying that (A) the City is not in default in the performance and observance of any of the terms, provisions and conditions applicable to the City contained in this Indenture and (B) the Developer is not delinquent with respect to fees or any other funds or commitments to be paid to the City in accordance with the Development Agreement or the PID Reimbursement Agreement;

(ii) The Trustee and the City shall receive a certificate from the Developer, through an authorized representative, certifying that the Developer is not in default beyond any applicable notice and cure period in the performance and observance of any of the terms, provisions and conditions applicable to the Developer contained in the PID Reimbursement Agreement, the Development Agreement or any continuing disclosure agreement entered into by the Developer relating to any Bonds Similarly Secured or Additional Obligations, unless any defaults under the foregoing agreements (except for defaults under any continuing disclosure agreements entered into by the Developer which defaults shall be cured) are disclosed in a certificate from the Developer to the City and the City elects to proceed with the issuance of the Additional Bonds regardless of the existence of such default or defaults;

(iii) The Trustee and the City shall receive a certificate from the Administrator certifying that the Developer is not delinquent with respect to the payment of Assessments or any ad valorem taxes (other than any ad valorem taxes being contested in good faith);

(iv) The City and the Trustee shall receive a certificate from the Developer, through an authorized representative, certifying that: (1) no fewer than one hundred (100) building permits have been issued for single-family lots located within Improvement Area #2 of the District and (2) the Developer has entered into executed lot contracts that equal the number of at least seventy-five percent (75%) of single-family lots located within any future Phase of the District;

(v) The principal (including sinking fund installments) of the Additional Bonds must be scheduled to mature on September 1 of the years in which principal is scheduled to mature;

(vi) The interest on the Additional Bonds must be scheduled to be paid on March 1 and September 1 of the years in which interest is scheduled to be paid;

(vii) The Reserve Account Requirement shall be increased by an amount equal to 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;

(viii) The issuance of such Additional Bonds shall not cause the amount of the Annual Installments to be collected in any year after the issuance of such Additional Bonds

to exceed the amount of the Annual Installments collected in such year as of the issuance of such Additional Bonds; and

(ix) The maximum principal amount of Additional Bonds that may be issued, subject to the approval of the City, in total, is the lesser of (i) the then outstanding balance of the PID Reimbursement Agreement and (ii) the then outstanding Assessments, less the Assessments required to pay the principal of the Bonds.

(d) Notwithstanding the provisions of Section 13.2(c) above, Refunding Bonds issued to refund all or a portion of the Bonds Similarly Secured shall not be required to meet the requirements set forth in Section 13.2(c)(iv) or Section 13.2(c)(vii).

Section 13.3. Books of Record.

(a) The City shall cause to be kept full and proper books of record and accounts, in which full, true and proper entries will be made of all dealing, business and affairs of the City, which relate to the Pledged Revenues, the Pledged Funds, the Trust Estate, and the Bonds Similarly Secured.

(b) The Trustee shall have no responsibility with respect to the financial and other information received by it pursuant to this Section 13.3 except to receive and retain the same, subject to the Trustee's document retention policies, and to distribute the same in accordance with the provisions of this Indenture. Specifically, but without limitation, the Trustee shall have no duty to review such information, is not considered to have notice of the contents of such information or a default based on such contents, and has no duty to verify the accuracy of such information.

ARTICLE XIV

PAYMENT AND CANCELLATION OF THE BONDS SIMILARLY SECURED AND SATISFACTION OF THE INDENTURE

Section 14.1. Trust Irrevocable.

The trust created by the terms and provisions of this Indenture is irrevocable until the Bonds Similarly Secured secured hereby are fully paid or provision is made for their payment as provided in this Article.

Section 14.2. Satisfaction of Indenture.

If the City shall pay or cause to be paid, or there shall otherwise be paid to the Owners, principal of and interest on all of the Bonds Similarly Secured, at the times and in the manner stipulated in this Indenture, and all amounts due and owing with respect to the Bonds Similarly Secured have been paid or provided for, then the pledge of the Trust Estate and all covenants, agreements, and other obligations of the City to the Owners of such Bonds Similarly Secured, shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the City copies of all such documents as it may have evidencing that principal of and interest on all of the Bonds Similarly Secured has been paid so that the City may determine if the Indenture is satisfied; if so, the Trustee shall pay over or deliver all moneys held by it in the in Funds and Accounts held hereunder to the Person entitled to receive such amounts, or, if no Person is entitled to receive such amounts, then to the City.

Section 14.3. Bonds Similarly Secured Deemed Paid.

All Outstanding Bonds Similarly Secured shall, prior to the Stated Maturity or redemption date thereof be deemed to have been paid and to no longer be deemed Outstanding if (i) in case any such Bonds Similarly Secured are to be redeemed on any date prior to their Stated Maturity, the Trustee shall have given notice of redemption on said date as provided herein, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Defeasance Securities the principal of and the interest on which when due will provide moneys which, together with any moneys deposited with the Trustee for such purpose, shall be sufficient to pay when due the principal of and interest on of the Bonds Similarly Secured to become due on such Bonds Similarly Secured on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received a report by an independent certified public accountant 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 XV

MISCELLANEOUS

Section 15.1. Benefits of Indenture Limited to Parties.

Nothing in this Indenture, expressed or implied, is intended to give to any Person other than the City, the Trustee and the Owners, any right, remedy, or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture by and on behalf of the City shall be for the sole and exclusive benefit of the Owners and the Trustee.

Section 15.2. Successor is Deemed Included in All References to Predecessor.

Whenever in this Indenture or any Supplemental Indenture either the City or the Trustee is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Indenture contained by or on behalf of the City or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 15.3. Execution of Documents and Proof of Ownership by Owners.

Any request, declaration, or other instrument which this Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys duly appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration, or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the Person signing such request, declaration, or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds Similarly Secured and the amount, maturity, number, and date of holding the same shall be proved by the Register.

Any request, declaration or other instrument or writing of the Owner of any Bond Similarly Secured shall bind all future Owners of such Bond Similarly Secured in respect of anything done or suffered to be done by the City or the Trustee in good faith and in accordance therewith.

Section 15.4. Waiver of Personal Liability.

No member, officer, agent, or employee of the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds Similarly Secured; but nothing herein contained shall relieve any such member, officer, agent, or employee from the performance of any official duty provided by law.

Section 15.5. Notices to and Demands on City and Trustee.

(a) Except as otherwise expressly provided in this Indenture, all notices or other instruments required or permitted under this Indenture, including any City Certificate, shall be in writing and shall be telexed, cabled, delivered by hand, mailed by first-class mail, postage prepaid, or transmitted by facsimile or e-mail and addressed as follows:

If to the City:	City of Celina, Texas 142 North Ohio Street Celina, Texas 75009 Attention: City Manager
If to the Trustee or the Paying Agent/Registrar:	U.S. Bank Trust Company, National Association Attention: Bond Operations 111 Fillmore Avenue East St. Paul, Minnesota 55107-1402

Any such notice, demand, or request may also be transmitted to the appropriate party by telephone and shall be deemed to be properly given or made at the time of such transmission if, and only if, such transmission of notice shall be confirmed in writing and sent as specified above.

Any of such addresses may be changed at any time upon written notice of such change given to the other party by the party effecting the change. Notices and consents given by mail in accordance with this Section shall be deemed to have been given five Business Days after the date of dispatch; notices and consents given by any other means shall be deemed to have been given when received.

(b) The Trustee shall mail to each Owner of a Bond Similarly Secured notice of (i) any substitution of the Trustee; or (ii) the redemption or defeasance of all Bonds Similarly Secured Outstanding.

(c) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the City shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the City whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The City understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and the City and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the City. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The City agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the City; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 15.6. Partial Invalidity.

If any Section, paragraph, sentence, clause, or phrase of this Indenture shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The City hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause, or phrase hereof and authorized the issue of the Bonds Similarly Secured pursuant thereto irrespective of the fact that any one or more

Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid, or unenforceable.

Section 15.7. Applicable Laws.

This Indenture shall be governed by and enforced in accordance with the laws of the State of Texas applicable to contracts made and performed in the State of Texas.

Section 15.8. Payment on Business Day.

In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds Similarly Secured or the date fixed for redemption of any Bonds Similarly Secured or the date any action is to be taken pursuant to this Indenture is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day that is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

Section 15.9. Counterparts.

This Indenture may be executed in counterparts, each of which shall be deemed an original. The City and the Trustee agree that electronic signatures to this Indenture may be regarded as original signatures.

Section 15.10. Statutory Verifications.

The Trustee makes the following representation 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 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 Indenture shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Indenture, notwithstanding anything in this 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 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 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 Indenture. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

IN WITNESS WHEREOF, the City and the Trustee have caused this Indenture of Trust to be executed all as of the date hereof.

CITY OF CELINA, TEXAS

By: _____
Mayor

Attest:

_____
City Secretary

[CITY SEAL]

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Officer

EXHIBIT A

(e) Form of Bond.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION OR AGENCY THEREOF, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THIS BOND.

REGISTERED
No. _____

REGISTERED
$_____

United States of America
State of Texas

CITY OF CELINA, TEXAS
SPECIAL ASSESSMENT REVENUE BOND, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

INTEREST RATE	MATURITY DATE	DATE OF DELIVERY	CUSIP NUMBER
_____%	September 1, 20___	_____	_____

The City of Celina, Texas (the "City"), for value received, hereby promises to pay, solely from the Trust Estate, to

_____

or registered assigns, on the Maturity Date, as specified above, the sum of

_____ DOLLARS

unless this Bond shall have been sooner called for redemption and the payment of the principal hereof shall have been paid or provision for such payment shall have been made, and to pay interest on the unpaid principal amount hereof from the later of the Date of Delivery, as specified above, or the most recent Interest Payment Date to which interest has been paid or provided for until such principal amount shall have been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on March 1 and September 1 of each year, commencing 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 Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in St. Paul, Minnesota (the "Designated Payment/Transfer Office"), of U.S. Bank Trust Company, National Association, as trustee and paying agent/registrar (the "Trustee", which term includes any successor trustee under the Indenture), or, with respect to a successor trustee and paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the Interest Payment Date, mailed by the

Trustee to the registered owner at the address shown on the registration books kept by the Trustee or by such other customary banking arrangements acceptable to the Trustee, requested by, and at the risk and expense of, the Person to whom interest is to be paid. For the purpose of the payment of interest on this Bond, the registered owner shall be the Person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the fifteenth calendar day of the month next preceding such Interest Payment Date; provided, however, that in the event of nonpayment of interest on a scheduled Interest Payment Date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Trustee, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Trustee at the close of business on the last Business Day preceding the date of mailing such notice.

If a date for the payment of the principal of or interest on the Bonds is a Saturday, Sunday, legal holiday, or a day on which banking institutions in the city in which the Designated Payment/Transfer Office is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of a duly authorized issue of assessment revenue bonds of the City having the designation specified in its title (herein referred to as the "Bonds"), dated December 10, 2024 and issued in the aggregate principal amount of $_____ and issued, with the limitations described herein, pursuant to an Indenture of Trust, dated as of December 1, 2024 (the "Indenture"), by and between the City and the Trustee, to which Indenture reference is hereby made for a description of the amounts thereby pledged and assigned, the nature and extent of the lien and security, the respective rights thereunder to the holders of the Bonds, the Trustee, and the City, and the terms upon which the Bonds are, and are to be, authenticated and delivered and by this reference to the terms of which each holder of this Bond hereby consents. All Bonds issued under the Indenture are equally and ratably secured by the amounts thereby pledged and assigned. The Bonds are being issued for the purpose of (i) paying a portion of the Actual Costs of the Improvement Area #2 Projects, (ii) paying a portion of the interest on the Bonds during and after the period of acquisition and construction of the Improvement Area #2 Projects, (iii) funding a reserve fund for payment of principal and interest on the Bonds, (iv) paying a portion of the costs incidental to the organization and administration of the District, and (v) paying costs of issuance.

The Bonds are limited obligations of the City payable solely from the Trust Estate as defined in the Indenture. Reference is hereby made to the Indenture, copies of which are on file with and available upon request from the Trustee, for the provisions, among others, with respect to the nature and extent of the duties and obligations of the City, the Trustee and the Owners. The Owner of this Bond, by the acceptance hereof, is deemed to have agreed and consented to the terms, conditions and provisions of the Indenture.

Notwithstanding any provision hereof, the Indenture may be released and the obligation of the City to make money available to pay this Bond may be defeased by the deposit of money and/or certain direct or indirect Defeasance Securities sufficient for such purpose as described in the Indenture.

The Bonds are issuable as fully registered bonds only in Authorized Denominations, subject to the provisions of the Indenture authorizing redemption in denominations of $100,000 and any multiple of $1,000 in excess thereof.

The Bonds are subject to sinking fund redemption prior to their respective maturities and will be redeemed by the City in part at a price equal to the principal amount thereof plus accrued and unpaid interest thereon to the date set for redemption from moneys available for such purpose in the Redemption Fund pursuant to Article VI of the Indenture, on the dates and in the Sinking Fund Installment amounts as set forth in the following schedule:

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__*	

* maturity

Term Bonds Maturing September 1, 20__

Redemption Date	Sinking Fund Installment ($)
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	
September 1, 20__	

September 1, 20__
September 1, 20__
September 1, 20__
September 1, 20__*
* maturity

At least 45 days prior to each mandatory sinking fund redemption date, and subject to any prior reduction authorized by the Indenture, the Trustee shall select for redemption, pursuant to the provisions of the Indenture, a principal amount of Bonds of such maturity equal to the Sinking Fund Installments of such Bonds to be redeemed, shall call such Bonds for redemption on such scheduled mandatory sinking fund redemption date, and shall give notice of such redemption, as provided in the Indenture.

The principal amount of Bonds required to be redeemed on any mandatory sinking fund redemption date shall be reduced, at the option of the City, by the principal amount of any Bonds of such maturity which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Bonds plus accrued and unpaid interest to the date of purchase thereof, and delivered to the Trustee for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption or extraordinary optional redemption and not previously credited to a sinking fund redemption.

The City reserves the right and option to redeem Bonds maturing on or after September 1, 20__ before their scheduled maturity dates, in whole or in part, on any date on or after September 1, 20__, such redemption date or dates to be fixed by the City, at the redemption price of par plus accrued interest to the date of redemption.

Bonds are subject to extraordinary optional redemption prior to maturity in whole or in part, and in an amount and on a date specified in a City Certificate, at a redemption price equal to the principal amount of the Bonds called for redemption, plus accrued and unpaid interest to the date fixed for redemption, pursuant to the provisions of the Indenture, from amounts on deposit in the Redemption Fund as a result of Prepayments, other transfers to the Redemption Fund pursuant to the Indenture, or as a result of unexpended amounts transferred from the Project Fund as provided in the Indenture.

The Trustee shall give notice of any redemption of Bonds by sending notice by United States mail, first-class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register. The notice shall state the redemption date, the Redemption Price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds Outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed. Any notice so given shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

With respect to any optional redemption of the Bonds, unless the Trustee has received funds sufficient to pay the redemption price of the Bonds to be redeemed before giving of a notice of redemption, the notice may state the City may condition redemption on the receipt of such funds by the Trustee on or before the date fixed for the redemption, or on the satisfaction of any other prerequisites set forth in the notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied and sufficient funds are not received, the notice shall be of no force and effect, the City shall not redeem the Bonds, and the

Trustee shall give notice, in the manner in which the notice of redemption was given, that the Bonds have not been redeemed.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the holders of the Bonds under the Indenture at any time Outstanding affected by such modification. The Indenture also contains provisions permitting the holders of specified percentages in aggregate principal amount of the Bonds at the time Outstanding, on behalf of the holders of all the Bonds, to waive compliance by the City with certain past defaults under the Bond Ordinance or the Indenture and their consequences. Any such consent or waiver by the holder of this Bond or any predecessor Bond evidencing the same debt shall be conclusive and binding upon such holder and upon all future holders thereof and of any Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, whether or not notation of such consent or waiver is made upon this Bond.

As provided in the Indenture, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office, with such endorsement or other evidence of transfer as is acceptable to the Trustee, and upon delivery to the Trustee of such certifications and/or opinion of counsel as may be required under the Indenture for the transfer of this Bond. Upon satisfaction of such requirements, one or more new fully registered Bonds of the same Stated Maturity, of Authorized Denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the City nor the Trustee shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond redeemed in part.

The City, the Trustee, and any other Person may treat the Person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the Person in whose name this Bond is registered on the Record Date or Special Record Date, as applicable) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Trustee shall be affected by notice to the contrary.

The City has reserved the right to issue Additional Bonds on the terms and conditions specified in the Indenture.

NEITHER THE FULL FAITH AND CREDIT NOR THE GENERAL TAXING POWER OF THE CITY OF CELINA, TEXAS, THE STATE OF TEXAS, OR ANY POLITICAL SUBDIVISION THEREOF, IS PLEDGED TO THE PAYMENT OF THE BONDS.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; and that the total indebtedness of the City, including the Bonds, does not exceed any Constitutional or statutory limitation.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be executed under the official seal of the City.

_____
Mayor, City of Celina, Texas

_____
City Secretary, City of Celina, Texas

[City Seal]

(f) Form of Comptroller's Registration Certificate.

The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO._____
	§	
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____

_____
Comptroller of Public Accounts
of the State of Texas

[SEAL]

(g) Form of Certificate of Trustee.

CERTIFICATE OF TRUSTEE

It is hereby certified that this is one of the Bonds of the series of Bonds referred to in the within mentioned Indenture.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
Dallas, Texas, as Trustee

DATED: _____

By:_____
Authorized Signatory

(h) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and zip code of transferee):

_____
_____
_____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Date: _____ _____

Signature Guaranteed By:

_____

_____
Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Trustee.

(i) The Initial Bond shall be in the form set forth in paragraphs (a) through (d) of this Exhibit A, except for the following alterations:

(i) immediately under the name of the Bond the heading "INTEREST RATE" and "MATURITY DATE" shall both be completed with the expression "As Shown Below," and the reference to the "CUSIP NUMBER" shall be deleted;

(ii) in the first paragraph of the Bond, the words "on the Maturity Date as specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on September 1 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Years Principal Amount ($) Interest Rate (%)"

(Information to be inserted from Section 3.2(a)(iii) hereof); and

(iii) the Initial Bond shall be numbered T-1.

EXHIBIT B

BOND PURCHASE AGREEMENT

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

BOND PURCHASE AGREEMENT

November 12, 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 $38,256,000 aggregate principal amount of the "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 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 #2 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 December 10, 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 Bond Ordinance enacted by the City Council of the City (the "City Council") on November 12, 2024, and shall be issued pursuant to the provisions of the PID Act, and the Indenture of Trust, dated as of December 1, 2024, between the City and the Trustee (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 Assessments 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 November 9, 2021, in accordance with the PID Act. The Service and Assessment Plan for the District was initially approved on April 11, 2023, and was most recently updated on November 12, 2024, in connection with the issuance of the Bonds. The Creation Resolution, the Assessment Ordinance, the Bond Ordinance, and the Indenture are collectively referred to herein as the "Authorizing Documents."

The Bonds shall be as described in Schedule I attached hereto, the Indenture, and the Limited Offering Memorandum. The proceeds of the Bonds shall be used for the purposes described in the Limited Offering Memorandum under "PLAN OF FINANCE – The Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds" and shall be generally applied as described in the Limited Offering Memorandum under "SOURCES AND USES OF FUNDS."

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 October [29], 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 subcaption "– The Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds"), "LIMITATIONS APPLICABLE TO INITIAL PURCHASERS," "BOOK-ENTRY ONLY SYSTEM," "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," "THE DEVELOPER AND THE LANDOWNER," "THE PID ADMINISTRATOR," "APPRAISAL," "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner'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 PID Reimbursement Agreement; and

(5) the Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2024 (the "Continuing Disclosure Agreement of Issuer"), executed and delivered by the City, the 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 PID Reimbursement Agreement, (5) the Continuing Disclosure Agreement of Issuer, (6) the Limited Offering Memorandum, and (7) any other documents and certificates described in any of the foregoing (the documents described by subclauses (1) through (7) being referred to collectively herein as the "City Documents").

b. Due Authorization and Approval of City. By all necessary official action of the City, the City has duly authorized and approved the adoption or execution and delivery by the City of, and the performance by the City of the obligations on its part contained in, the City Documents and, as of the date hereof, such authorizations and approvals are in full force and effect and have not been amended, modified, or rescinded, except as may have been approved by the Underwriter. When validly executed and delivered by the other parties thereto, the City Documents will constitute the legally valid and binding obligations of the City enforceable upon the City in accordance with their respective terms, except insofar as enforcement may be limited by principles of sovereign immunity, bankruptcy, insolvency, reorganization, moratorium, or similar laws or equitable principles relating to or affecting creditors' rights generally. The City has complied, and will at the Closing be in compliance, in all material respects, with the obligations on its part to be performed on or prior to the Closing Date under the City Documents.

c. Due Authorization for Issuance of the Bonds. The City has duly authorized the issuance and sale of the Bonds pursuant to the Bond Ordinance, the Indenture, and the 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 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 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 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 any 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 a first lien on and pledge of the proceeds of the Trust Estate, all to the extent provided for in the Indenture. The Indenture creates a valid first 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 Assessment Roll. According to the PID Act, such Assessments constitute a valid and legally binding first and prior lien against the Assessed Property, 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. Landowner's Letter of Representations. At the signing of this Agreement, the City and Underwriter shall receive from the Landowner an executed Landowner's Letter of Representations (the "Landowner's Letter of Representations") in the form of Appendix A hereto, and at the Closing, a certificate signed by the Landowner as described in Section 10(e) hereof and set forth in Appendix E (the "Landowner 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 Landowner'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 Landowner as, in the opinions of Shupe Ventura, PLLC, Haynes and Boone, LLP, and Frost Brown Todd LLP (collectively, "Landowner's Counsel"), shall be necessary on or prior to the Closing Date in connection with the transactions on the part of the Landowner described in the Landowner's Letter of Representations, the Development Agreement, the PID Reimbursement Agreement, and the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, the Administrator, and the Dissemination Agent (the "Continuing Disclosure Agreement of Landowner" and, together with the Landowner's Letter of Representations, the Development Agreement, and the PID Reimbursement Agreement, the "Landowner 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 Landowner Documents, or other documents relating to the financing and construction of the Improvement Area #2 Projects and the Development (as defined in the Limited Offering Memorandum), and the Landowner 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 Landowner to pay the Assessments when due or to complete the Improvement Area #2 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 Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds," "DESCRIPTION OF THE 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 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 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 updated Service and Assessment Plan), and the Bond Ordinance (collectively, the foregoing documents are referred to herein as the "City Actions") and perform its obligations thereunder and the City Actions have been duly adopted, are in full force and effect and have not been modified, amended, or rescinded; and

(iv) The Indenture, the Development Agreement, the PID Reimbursement 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, Landowner'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. Opinions of Landowner's Counsel. (i) The opinions of Landowner's Counsel, substantially in the forms of Appendix D-1, Appendix D-2, and Appendix D-3 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. Landowner Closing Certificate. The Landowner Closing Certificate dated as of the Closing Date, signed by authorized officers of the Landowner 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 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 Administrator, the Landowner, Landowner's Counsel, and the Landowner'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 Landowner, 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 Landowner Documents. The City Documents and the Landowner 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 Landowner shall have been executed by the parties thereto in substantially the forms attached to the Limited Offering Memorandum as Appendix E-1 and Appendix E-2.

p. Letter of Representation of the Appraiser. (i) The Letter of Representation of the Appraiser, substantially in the form of Appendix F hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter, and (ii) a copy of the real estate appraisal of the property in Improvement Area #2 dated August 10, 2024.

q. Letter of Representation of Administrator. The Letter of Representation of Administrator, substantially in the form of Appendix G hereto, addressed to the City, Bond Counsel, the Underwriter, and the Trustee, or in form otherwise agreed upon by the Underwriter.

r. Evidence of Filing of Creation Resolution, Assessment Ordinance, and Updated Service and Assessment Plan. Evidence that the Creation Resolution, the Assessment Ordinance, including the legal description of the property within the District, the Assessment Ordinance (including the original Service and Assessment Plan with the original Assessment Roll), and the Service and Assessment Plan as updated in connection with the issuance of the Bonds (including the updated Assessment Roll) have been filed of record in the real property records of Denton County, Texas.

s. Lender Consent Certificate. A Lender Consent Certificate of each holder of a lien, if any, on land in Improvement Area #2 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 Landowner 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. Landowner Organizational and Verification Documents. The Landowner shall have delivered to the Underwriter and the City, (i) fully executed copies of the Landowner's organizational documents, (ii) a Certificate of Status from the Texas Secretary of State dated within 10 days of the Closing Date, (iii) verification of franchise tax account status from the Texas Comptroller of Public Accounts for the Landowner dated within 10 days of the Closing Date, and (iv) a copy of its Standing Letter to the Attorney General of Texas in compliance with the All Bond Counsel Letter dated September 22, 2021, or evidence of an exception to such requirement.

u. Rule 15c2-12 Certification. A resolution, an ordinance (including the Bond Ordinance), or a certificate of the City whereby the City has deemed the Preliminary Limited Offering Memorandum final as of its date, except for permitted omissions, as contemplated by Section (b)(1) of Rule 15c2-12 in connection with the offering of the Bonds, which action may be based on the approval of the release of the Preliminary Limited Offering Memorandum by an authorized City official (if such official has been duly authorized to take such action by the City Council), or certification, if made in the form of a certificate, may be included in the City Certificate required by Section 10(f) hereof.

v. Dissemination Agent. Evidence acceptable to the Underwriter in its sole discretion that the City and the Landowner 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 Landowner 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 Landowner.

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 costs 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, Landowner'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 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 14(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

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 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 for 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 LANDOWNER'S LETTER OF REPRESENTATIONS

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

LANDOWNER'S LETTER OF REPRESENTATIONS

November 12, 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 $38,256,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 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, Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), makes the representations, warranties, and covenants contained in this Landowner's Letter of Representations. Unless the context clearly indicates otherwise, each capitalized term used in this Landowner'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 Landowner understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the Landowner, 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 Landowner'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 Landowner 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 Landowner 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 Landowner's Letter of Representations and any certificate delivered by the Landowner in accordance with the Bond Purchase Agreement, the Landowner 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 subcaption "– The Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds"), "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Landowner Disclosures") in accordance with subsection 4(f) herein.

3. Landowner Documents. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner in accordance with its terms:

a. this Landowner's Letter of Representations;

b. the Development Agreement;

c. the PID Reimbursement Agreement; and

d. the Continuing Disclosure Agreement of Landowner.

The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

The representations and warranties of the Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

4. Landowner Representations, Warranties and Covenants. The Landowner represents, warrants, and covenants to the City and the Underwriter that:

a. Due Organization and Existence. The Landowner is duly organized 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 Landowner provided by the Landowner (the "Landowner 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 Landowner Documents by the Landowner does not violate any judgment, order, writ, injunction, or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party.

d. No Litigation. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that are either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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 Landowner 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 Landowner represents and warrants that the information set forth in the Landowner'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 Landowner 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 Landowner under any of the Landowner Documents, any documents to which the Landowner is a party described in the Limited Offering Memorandum, or under any material documents relating to the financing and construction of the Improvement Area #2 Projects to which the Landowner 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 Landowner has occurred and is continuing.

5. Indemnification.

a. The Landowner 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 Landowner'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 Landowner, or the Underwriter.

6. Survival of Representations, Warranties and Covenants. All representations, warranties, and agreements in this Landowner'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 Landowner's Letter of Representations will be binding upon the Landowner 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 Landowner's Letter of Representations.

Signature page follows.

Dated: November 12, 2024

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
_____, its Manager

APPENDIX B

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 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 November 12, 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 November ___, 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

December 10, 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

Frost Brown Todd LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

Haynes and Boone, LLP
2801 N. Harwood St., Suite 2300
Dallas, Texas 75201

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We are the Attorney for the City of Celina, Texas (the "City"), and are rendering this opinion in connection with the issuance and sale of $38,256,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 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 November 12, 2024 (the "Bond Ordinance"), and shall be issued pursuant to the provisions of Subchapter A of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "Act"), the Indenture of Trust, dated as of May 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 December 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 November 12, 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) Resolution No. 2021-104R enacted by the City Council on November 9, 2021 (the "Creation Resolution");

(b) The Assessment Ordinance;

(c) The Bond Ordinance;

(d) The Indenture;

(e) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations, effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(f) the PID Reimbursement Agreement Mosaic Public Improvement District, effective April 11, 2023, between the City and the Landowner; and

(g) That certain Continuing Disclosure Agreement of Issuer with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the City, MuniCap, Inc., as Administrator (the "Administrator"), and HTS Continuing Disclosure Services, a Division of Hilltop Securities, Inc., as Dissemination Agent.

The Creation Resolution, the Assessment Ordinance, and the Bond Ordinance shall hereinafter be referred to as the "Authorizing Documents" and the remaining documents shall hereinafter be collectively referred to as the "Reviewed Documents."

In rendering the opinions expressed below, we have, with your concurrence and without any inquiry or other investigation, made and relied upon the following assumptions: (a) the due authorization, execution, and delivery of each of the Reviewed Documents by all parties thereto other than the City; (b) the genuineness of all signatures to the Reviewed Documents; (c) the correctness and truthfulness of all the statements of fact contained in the Reviewed Documents; (d) the authenticity of the Reviewed Documents; (e) the conformity to original documents of the Reviewed Documents submitted to us as copies; and (f) the additional assumptions set forth on **Exhibit A** attached to this letter and the exclusions set forth on **Exhibit B** attached to this letter.

Our opinions are limited to matters expressly stated herein and no opinion is to be inferred or may be implied beyond the matters expressly stated.

In rendering the opinions set forth below, we have also relied upon: (a) the representations and warranties contained in the Reviewed Documents; (b) the resolutions and other documents of the parties to the Reviewed Documents authorizing or approving the Reviewed Documents; (c) the Landowner Closing Certificate delivered pursuant to the Bond Purchase Agreement; (d) the Landowner's Letter of Representations delivered pursuant to the Bond Purchase Agreement; (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Shupe Ventura, PLLC, Haynes and Boone, LLP, and Frost Brown Todd LLP (collectively, "Landowner's Counsel"); and (f) the Administrator'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 Documents in representation of the City. We have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge concerning such facts should be drawn from the fact that such limited representation has been undertaken by us.

Based upon and subject to the foregoing and the additional qualifications and assumptions set forth herein, we are of the opinion that:

1. The City is a Texas political subdivision and has all necessary power and authority to enter into and perform its obligations under the Authorizing Documents and the Reviewed Documents. The City has taken or obtained all actions, approvals, consents, and authorizations required of it by applicable laws in connection with the execution of the Authorizing Documents and the Reviewed Documents and the performance of its obligations thereunder.

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 #2 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; (xxiii) 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 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) Shupe Ventura, PLLC, Haynes and Boone, LLC, and Frost Brown Todd LLC, Landowner's Counsel;

10. There are no material misstatements in the Letters of Representations delivered pursuant to the Bond Purchase Agreement by Municap, Inc., 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 Landowner, 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-1

[Letterhead of Shupe Ventura, PLLC]

December 10, 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

Haynes and Boone, LLP
2801 N. Harwood St., Suite 2300
Dallas, Texas 75201

Frost Brown Todd LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies & Gentlemen:

We have acted as special counsel to Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $38,256,000 City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project) (the "***Bonds***"), pursuant to the Indenture of Trust, dated as of May 1, 2023 (the "***2023 Indenture***"), by and between the City and U.S. Bank Trust Company, National Association, as trustee (the "***Trustee***"), as supplemented by that certain Supplemental Indenture of Trust, dated as of December 1, 2024 (the "***2024 Supplemental Indenture***" and, together with the 2023 Indenture, the "***Indenture***") by and between the City and the Trustee. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Mosaic" (the "***Development***") located in the City.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), between the City

and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

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 Landowner, 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 to which the Landowner is a party (collectively, the "***Reviewed Documents***"):

(1) the *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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(2) the *PID Reimbursement Agreement Mosaic Public Improvement District*, effective April 11, 2023, between the City and the Landowner;

(3) the *Landowner Letter of Representations* executed by the Landowner as of November 12, 2024; and

(4) the *Continuing Disclosure Agreement of Landowner*, dated as of December 1, 2024, made by and among the Landowner, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities, Inc., as Dissemination Agent.

(b) The *Preliminary Limited Offering Memorandum*, dated October [29], 2024, relating to the issuance of the Bonds; and

(c) The final *Limited Offering Memorandum* dated November 12, 2024, relating to the issuance of the Bonds; and

(d) Such other documents, records, agreements, and certificates of the Landowner as we have deemed necessary or appropriate to render the opinions expressed below.

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 Landowner; (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 Closing Certificate of the Landowner delivered pursuant to the Bond Purchase Agreement; (d) the legal opinions delivered pursuant to the Bond Purchase Agreement by Haynes and Boone, LLP, counsel to the Landowner, and Frost Brown Todd LLP, special counsel to the Landowner, and (e) the legal opinion delivered pursuant to the Bond Purchase Agreement by Messer Fort, PLLC, special counsel to the City (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 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 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.

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 Shupe Ventura, PLLC, attorneys who have given substantive attention to matters concerning the Landowner during the course of our representation of the Landowner 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 special counsel to the Landowner. 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 Misty Ventura, Corey Admire, and Roxanne Sheehan of our firm who have been directly involved in representing the Landowner. 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 the foregoing, but subject to the assumptions, qualifications, and limitations set forth both above and below, and having due regard for such legal considerations as we deem relevant, we are of the opinion that:

1. The Reviewed Documents constitute legal, valid, and binding obligations of and are enforceable against the Landowner in accordance with their respective terms.

2. The execution, delivery, and performance by the Landowner of its obligations under the Reviewed Documents do not violate any existing laws of the State of Texas applicable to the Landowner or any ordinances of the City applicable to the Landowner.

3. No consents or approvals are required from the City, the State of Texas, or any other political subdivision or agency of the State of Texas in connection with the execution, delivery,

and performance by the Landowner of its obligations under the Reviewed Documents except those consents and approvals: (i) already obtained; (ii) required or described in the express terms of the Reviewed Documents; and (iii) that are necessary for the Landowner to perform its obligations under the Reviewed Documents and are ordinarily and customarily required to develop land within the City and to operate the businesses of the Landowner that are described in the Reviewed Documents.

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.

(g) The opinions expressed herein are based on our consideration of laws of the State of Texas which, in our experience, are normally applicable to transactions of the type described in the Reviewed Documents.

This opinion letter has been rendered solely for the benefit of the addressees named above in connection with the Bond Purchase Agreement and 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. A copy of this opinion letter may be delivered by the Underwriter in connection with the issuance of the Bonds, and the Underwriter may rely on the opinions expressed above. 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,

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 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 official administrative body and not adjudicated invalid or unenforceable are valid and enforceable;

6. 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 Landowner, the Reviewed Documents are enforceable against the other parties thereto;

7. There has been no modification of any provision of the Reviewed Documents, and no waiver or release of any right or remedy thereunder;

8. 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;

9. 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; and

10. 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; (ii) Messer Fort, PLLC, special counsel to the City; (iii) Orrick, Herrington & Sutcliffe LLP, counsel to the Underwriter; (iv) Haynes and Boone, LLP, counsel to the Landowner, and (v) Frost Brown Todd LLP, special counsel to the Landowner.

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 related to:

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 City, 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;

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); and

17. The Bond Purchase Agreement, Indenture, Preliminary Limited Offering Memorandum, final Limited Offering Memorandum, and any other Bond Documents.

EXHIBIT D-2

[LETTERHEAD HAYNES AND BOONE, LLP]

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
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Frost Brown Todd LLP
1100 Louisiana, Suite 4300
Houston, Texas 77002

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We have served as Counsel for Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***") in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $38,256,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)" (the "***Bonds***"), pursuant to that certain Indenture of Trust, dated as of May 1, 2023, 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 December 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as Mosaic located in the City and in the Mosaic Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Counsel for the Landowner, and for the purpose 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 being executed, entered into, and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the PID Reimbursement Agreement – Mosaic Public Improvement District effective April 11, 2023, between the City and the Landowner;

(2) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(3) the Landowner Letter of Representations executed by the Landowner as of November 12, 2024; and

(4) the Continuing Disclosure Agreement of Landowner, dated as of December 1, 2024, made by and among the Landowner, MuniCap, Inc., as PID Administrator, and HTS Continuing Disclosure Services, a division of Hilltop Securities Inc., as Dissemination Agent.

(b) Each of the documents and certificates described in ***Exhibit A*** attached hereto and made a part hereof are hereinafter referred to as the "***Landowner's Basic Documents***";

(c) Certificate from the Secretary of State of the State of Texas listed on ***Exhibit A*** indicating that the Landowner is validly existing and in good standing under the laws of the State of Texas (the "***Texas Existence Certificate***");

(d) Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts and listed on ***Exhibit A***, which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas was "***active***" (the "***FTAS Page***"); and

(e) Such other documents, records, agreements, and certificates of the Landowner, and its constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) 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, or (C) violate or contravene any law, statute, rule, or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings, recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for the execution, delivery, and performance by each party thereto, and (m) that each such document constitutes the valid, binding, and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The Landowner is (a) a limited liability company, (b) based solely upon the Texas Existence Certificate, validly existing under the laws of the State of Texas, and (c) based solely upon the FTAS Page, in good standing under the laws of the State of Texas.

2. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner's Basic Documents to execute, deliver, and perform its obligations under the Material Documents to which it is a party. The Landowner has the limited liability company power and authority under the Texas Business Organizations Code and the Landowner Basic Documents to which it is a party. The execution and delivery by the Landowner of each Material Document to which it is a party, and the performance by the Landowner of its agreements set forth therein, have been duly authorized by all necessary limited liability company [or limited partnership] action, [as applicable,] under the Texas Business Organizations Code and the Landowner's Basic Documents.

3. The execution and delivery by the Landowner of the Material Documents and the performance by the Landowner of its obligations under the Material Documents will not (i) violate any Applicable Law (as defined in Schedule I attached hereto); (ii) conflict with or result in the breach of any court decree or order of any governmental body identified in the Officer's Certificate described in ***Exhibit A*** dated as of the date hereof (the "***Landowner 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 Landowner, the conflict with which or breach of which would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Material Documents to which it is a party; or (iii) constitute a violation of its limited liability company agreement [or partnership agreement, as applicable,] or certificate of formation.

4. No Governmental Approval (as defined in Schedule I attached hereto) that has not been obtained or taken is required to be obtained or taken by the Landowner on or before the date hereof as a condition to (a) the execution and delivery by the Landowner of the Material Documents to which it is a party, or (b) the performance by the Landowner of its obligations under the Material Documents to which it is a party, except for Governmental Approvals that might be required to comply with certain covenants contained in the Material Documents (including, without limitation, covenants to comply with Applicable Laws).

5. The Material Documents have been duly executed and delivered by the Landowner and constitute the legal, valid, and binding obligations of the Landowner, enforceable against it in accordance with their 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, and (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.

6. 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 Landowner is a party or is otherwise subject and which have been identified in the Landowner

Certificate which violation, breach, or default would materially adversely affect the Landowner or the performance of any of its obligations under the transactions described in the Material Documents to which it is a party; 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 Landowner, 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.

Furthermore, during the last twelve months, we have not been engaged to give substantive attention to, or represent the Landowner in connection with, any actions, suits, or proceedings pending in any court of law or equity, or before or by any governmental instrumentality that, if decided adversely to the Landowner, could have a material adverse effect on the Landowner 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 validity or enforceability against it of such Material Documents or the transactions described therein; (iv) the titles of the parties executing the Material Documents; (v) the operations or financial condition of the Landowner; 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.

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. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Haynes and Boone, LLP

Schedule I

As used herein, "***Applicable Law***" means the laws, rules and regulations of the State of Texas and the United States of America and the rules and regulations adopted thereunder; for the avoidance of doubt, the foregoing shall not include any local or municipal laws, environmental laws or regulations, development laws or regulations, land ordinances or water management laws or regulations.

As used herein, "***Governmental Approval***" means any consent, approval, license, authorization, or validation of, or filing, recording or registration with, any Governmental Authority of the State of Texas or any governmental authority or instrumentality of the United States of America pursuant to any Applicable Law.

As used herein, "***Governmental Authority***" means the government of the State of Texas, and any agency, authority, statewide subdivision instrumentality, regulatory body, court, or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to such government.

EXHIBIT A

ATTACHMENT TO OPINION OF COUNSEL FOR THE LANDOWNER

1. Officer's Certificate of Tellus Texas I, LLC (the "***Landowner***"), dated as of the date hereof, to which are attached, among other things, the following:

    a. Certificate of Formation of Landowner certified by the Secretary of State of the State of Texas on December 22, 2020, and all amendments thereto;

    b. Certificate of Fact with respect to the existence of Landowner dated _____, 2024;

    c. Statement of Franchise Tax Account Status obtained through the website of the Texas Comptroller of Public Accounts, accessed _____, 2024, at _____ a.m., which statement indicates that, as of the date and time thereof, the right of the Landowner to transact business in Texas is "active";

    d. Company Agreement of Landowner, effective December 22, 2020; and

    e. Written Consent of the Managers of Landowner dated [on or about the date hereof].

EXHIBIT D-3

[LETTERHEAD OF FROST BROWN TODD LLP]

December 10, 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
Attn: Bond Operations
111 Filmore Avenue East
St. Paul, Minnesota 55107

Messer Fort, PLLC
6371 Preston Rd., Suite 200
Frisco, Texas 75034

Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218

Haynes and Boone, LLP
2801 N. Harwood St., Suite 2300
Dallas, Texas 75201

$38,256,000
CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT)

Ladies and Gentlemen:

We have served as Special Counsel for Tellus Texas I LLC, a Texas limited liability company (the "***Landowner***"), in connection with the issuance and sale by the City of Celina, Texas (the "***City***"), of $38,256,000 "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)" (the "***Bonds***"), to that certain Indenture of Trust, dated as of May 1, 2023, 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 December 1, 2024, by and between the City and the Trustee, authorizing the issuance of the Bonds. Proceeds from the sale of the Bonds will be used, in part, to fund certain public infrastructure improvements in the development known as "Mosaic" located in the City and in the Mosaic Public Improvement District.

The Bonds are being sold to FMSbonds, Inc. (the "***Underwriter***"), pursuant to that certain Bond Purchase Agreement dated November 12, 2024 (the "***Bond Purchase Agreement***"), by and between the City and the Underwriter. This opinion is being delivered pursuant to Section 10(d) of the Bond Purchase Agreement.

All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Bond Purchase Agreement.

Assumptions and Bases for Opinions and Assurances

In our capacity as Special Counsel for the Landowner, and for purposes of rendering the opinions set forth herein, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following documents being executed, entered into, and/or issued, as the case may be, in connection with the issuance of the Bonds (collectively, the "***Material Documents***"):

(1) the Landowner Letter of Representations executed by the Landowner as of November 12, 2024;

(2) The Preliminary Limited Offering Memorandum, dated October [29], 2024, relating to the issuance of the Bonds (the "***Preliminary Limited Offering Memorandum"***);

(3) The final Limited Offering Memorandum, dated November 12, 2024, relating to the issuance of the Bonds (together with the Preliminary Limited Offering Memorandum, the "***Limited Offering Memorandum***");

(4) The Continuing Disclosure Agreement of Landowner; and

(5) Such other documents, records, agreements, and certificates of the Landowner, and its respective constituent parties and such other parties as we have deemed necessary or appropriate to enable us to render the opinions expressed below.

As to questions of fact material to the opinions set for herein, we have, without independent verification of their accuracy, relied to the extent we deem reasonably appropriate upon the representations and warranties of the parties to the Material Documents made in such documents and other certificates.

In making such examinations of the documents referenced above, (including the Material Documents), we have assumed with your consent: (a) the genuineness of all signatures, (b) the authenticity of all documents submitted to us as originals, (c) the conformity to original documents of all documents submitted to us as photostatic or certified copies, (d) the authenticity of the originals of the documents referred to in the immediately preceding clause (c), (e) the prompt and proper recordation of any of such documents for which recordation is anticipated, (f) the legal capacity of natural persons signing such documents on behalf of the parties thereto, (g) that the laws of any jurisdiction other than the jurisdictions that are the subject of this opinion letter do not affect the plain meaning of the terms of such documents, and (h) the correctness and accuracy of all the representations and warranties and certificates upon which we have relied, as described above. In addition, ***except to the extent expressly opined in the opinion paragraphs below***, we have assumed with your consent (i) that each party to such documents is validly existing and in good standing under the laws of the state of its formation or organization and has the full power, authority and legal right to enter into and perform all agreements to which it is a party, (j) that such documents have been duly authorized, executed and delivered by each party thereto, (k) that the execution and delivery by each party of, and performance of its agreements in, such documents do not (A) violate such party's formation or organizational documents, (B) 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, or (C) violate or contravene any law, statute, rule or regulation applicable to such party, (l) all required orders, consents, approvals, licenses, authorizations, validations, filings recordings, and registrations with, or exemptions by, all governmental authorities have been obtained and remain in full force and effect for

the execution, delivery and performance by each party thereto, and (m) that each such document constitutes the valid, binding and enforceable agreement of all the parties thereto.

Opinions and Assurances

Based solely upon the foregoing, and subject to the assumptions and limitations set forth herein, we are of the opinion that:

1. The information set forth in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum under the captions "***PLAN OF FINANCE***" (except under the subcaption "– The Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds), "***THE IMPROVEMENT AREA #2 PROJECTS***," "***THE DEVELOPMENT***," "***THE DEVELOPER AND THE LANDOWNER,***" and, to the Landowner's knowledge after due inquiry, under the subcaptions "***BONDHOLDERS' RISKS***" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development), "***LEGAL MATTERS – Litigation – The Landowner***" and "***CONTINUING DISCLOSURE – The Landowner***" and "***– The Landowner's Compliance with Prior Undertakings,***" ***"SOURCES OF INFORMATION – Source of Certain Information,"*** "***APPENDIX E-2***," "***APPENDIX F,***" and "***APPENDIX G***" adequately and fairly describes the information summarized under such captions and are correct as to matters of law.

2. 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 City and its counsel, and with representatives of the Landowner 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 and subcaptions 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 November 12, 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.

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. This opinion is rendered solely as the date hereof, and we assume no obligation to supplement this opinion if any Applicable Laws change after the date of this opinion, or if we become aware of any facts that might change the opinions expressed above after the date of this opinion.

This opinion may not be relied upon by any other person except those specifically addressed in this letter.

Very truly yours,

Frost Brown Todd, LLP

APPENDIX E

LANDOWNER CLOSING CERTIFICATE

Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), 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 Landowner 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 Landowner 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 $38,256,000 aggregate principal amount of Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project) (the "Bonds"), pursuant to the Preliminary Limited Offering Memorandum, dated October [29], 2024 (the "Preliminary Limited Offering Memorandum"), and Limited Offering Memorandum dated November 12, 2024 (the "Limited Offering Memorandum").

3. The Landowner has delivered to the Underwriter and the City true, correct, complete, and fully executed copies of the Landowner'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 Landowner 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 Landowner.

5. The Landowner has executed and delivered each of the below listed documents (individually, a "Landowner Document" and collectively, the "Landowner Documents") in the capacity provided for in each such Landowner Document, and each such Landowner Document constitutes a valid and binding obligation of the Landowner, enforceable against the Landowner 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 Landowner's Letter of Representations, dated November 12, 2024;

(b) the 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. (collectively, the "Previous Landowners"), effective as of June 8, 2021, and recorded in the real property records of Denton County, Texas as Instrument No. 130140 on July 20, 2021, as assigned with respect to the Property (as defined in the Limited Offering Memorandum) to Tellus Texas I, LLC, a Texas limited liability company (the "Landowner"), by the Previous Landowners by that certain Development Restriction Agreement and Partial Assignment of Development Agreement Obligations effective as of

July 30, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 137879 on July 30, 2021;

(c) the PID Reimbursement Agreement Mosaic Public Improvement District, effective April 11, 2023, between the City and the Landowner (the "PID Reimbursement Agreement"); and

(d) the Continuing Disclosure Agreement of Landowner with respect to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, MuniCap, Inc., as Administrator, and HTS Continuing Disclosure, a division of Hilltop Securities Inc., as Dissemination Agent.

6. The Landowner owned all of the Assessed Property (as defined in the Service and Assessment Plan) located in Improvement Area #2 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 Landowner contained in the Landowner Documents are true and correct in all material respects on and as of the date hereof.

8. The Landowner has complied in all material respects with all of the Landowner's agreements and covenants and satisfied all conditions required to be complied with or satisfied by the Landowner under the Landowner Documents on or prior to the date hereof.

9. The execution and delivery of the Landowner Documents by the Landowner 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 Landowner is a party or is otherwise subject which violation, breach, or default would materially adversely affect the Landowner or its performance of its obligations under the transactions described in the Landowner 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 Landowner, except as expressly described in the Landowner Documents under (i) applicable law, or (ii) any such loan agreement, indenture, bond, note, resolution, agreement, or other instrument.

10. The execution and delivery of the Landowner Documents by the Landowner do not violate any judgment, order, writ, injunction or decree binding on the Landowner or any indenture, agreement, or other instrument to which the Landowner is a party. There are no proceedings pending or threatened in writing before any court or administrative agency against the Landowner that is either not covered by insurance or which singularly or collectively would have a material, adverse effect on the ability of the Landowner to perform its obligations under the Landowner 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.

11. The Landowner has reviewed and approved the information contained in the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum in the maps therein and under the captions and subcaptions "PLAN OF FINANCE" (except for the information

under the subcaption "– The Bonds, Improvement Area #2 Reimbursement Agreement Obligation, and Future Phase Bonds"), "THE IMPROVEMENT AREA #2 PROJECTS," "THE DEVELOPMENT," and "THE DEVELOPER AND THE LANDOWNER" and, to the Landowner's knowledge after due inquiry, under the captions "BONDHOLDERS' RISKS" (only as it pertains to the Developer, the Landowner, the Improvement Area #2 Projects, and the Development (as defined in the Limited Offering Memorandum)), "LEGAL MATTERS – Litigation – The Landowner," "CONTINUING DISCLOSURE – The Landowner" and "– The Landowner's Compliance with Prior Undertakings," "SOURCES OF INFORMATION – Source of Certain Information," "APPENDIX E-2," "APPENDIX F," and "APPENDIX G" (collectively, the "Landowner Disclosures") and certifies that the information contained in the Landowner 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.

12. The Landowner has reviewed and approved the information contained in the Landowner 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.

13. To the Landowner's knowledge, the Landowner is in compliance in all material respects with all provisions of applicable law relating to the Landowner in connection with the Development. Except as otherwise described in the Limited Offering Memorandum: (a) to the Landowner's knowledge, there is no default of any zoning condition, land use permit or development agreement binding upon the Landowner or any portion of the Development that would materially and adversely affect the Landowner's ability to complete or cause to be completed the development of the property within Improvement Area #2 of the District as described in the Limited Offering Memorandum; and (b) the Landowner has no reason to believe that any additional permits, consents and licenses required to complete the development of the property within Improvement Area #2 of the District as and in the manner described in the Limited Offering Memorandum will not be reasonably obtainable in due course.

14. The Landowner 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.

15. The levy of the Assessments on property in the District owned by the Landowner 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 Landowner is a party or to which the Landowner or any of its property or assets is subject.

16. The Landowner 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 Landowner's ability to perform its obligations under the Landowner Documents.

17. The Landowner has no knowledge of any physical condition of the Development owned or to be developed by the Landowner 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.

18. The Landowner hereby verifies that it does not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Landowner shall repay the incentives granted herein within 120 days after the date the Landowner is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

19. The Landowner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"). As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Landowner 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 the Bond Purchase Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of the Bond Purchase Agreement, notwithstanding anything in the Bond Purchase Agreement to the contrary.

(i) Not a Sanctioned Company. The Landowner 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 Landowner 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.

(ii) No Boycott of Israel. The Landowner 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 the Bond Purchase Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(iii) No Discrimination Against Firearm Entities. The Landowner 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 the Bond Purchase 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.

(iv) No Boycott of Energy Companies. The Landowner 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 the Bond Purchase Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

Signature page follows.

Dated: December 10, 2024

LANDOWNER:

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
_____, its Manager

APPENDIX F

LETTERHEAD OF INTEGRA REALTY RESOURCES – DALLAS

_____, 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 (Mosaic Public Improvement District Improvement Area #2 Project) (the "Bonds")

Ladies and Gentlemen:

The undersigned, an authorized representative of Integra Realty Resources – Dallas (the "Appraiser"), the appraiser of the undeveloped property contained in Mosaic Public Improvement District (the "District"), does hereby represent the following:

1. The Appraiser has supplied certain information contained in the Preliminary Limited Offering Memorandum for the Bonds, dated October [29], 2024, and the Limited Offering Memorandum for the Bonds, dated November 12, 2024 (together, the "Limited Offering Memorandum"), relating to the issuance of the Bonds by the City of Celina, Texas, as described above. The information the Appraiser provided for the Limited Offering Memorandum is the real estate appraisal of the property in the District, located in APPENDIX H to the Limited Offering Memorandum, and the description thereof, set forth under the caption "APPRAISAL."

2. To the best of my professional knowledge and belief, as of the date of my appraisal report, the portion of the Limited Offering Memorandum described above does not contain an untrue statement of a material fact as to the information and data set forth therein and does not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

3. Appraiser agrees to the inclusion of the Appraisal in the Limited Offering Memorandum and the use of its name in the Limited Offering Memorandum for the Bonds.

4. Appraiser agrees that, to the best of its ability, it will inform you immediately should it learn of any event(s) or information of which you are not aware subsequent to the date of this letter and prior to the actual time of delivery of the Bonds (anticipated to occur on or about December 10, 2024) which would render any such information in the Limited Offering Memorandum untrue, incomplete, or incorrect, in any material fact or render any statement in the Appraisal materially misleading.

5. The undersigned hereby represents that he or she has been duly authorized to execute this letter of representations.

Sincerely yours,

INTEGRA REALTY RESOURCES – DALLAS

By: _____
Its: _____

EXHIBIT G

LETTERHEAD OF MUNICAP, INC.

December __, 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 (Mosaic Public Improvement District Improvement Area #2 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 Mosaic 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 October [29], 2024, and the final Limited Offering Memorandum for the Bonds, dated November 12, 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 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 do 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 December

10, 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 PROJECT)

CONTINUING DISCLOSURE AGREEMENT OF ISSUER

This Continuing Disclosure Agreement of Issuer, dated as of December 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 (Mosaic Public Improvement District Improvement Area #2 Project)" (the "Bonds"). The Issuer, the Administrator, and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer, the Administrator, and the Dissemination Agent for the benefit of the Owners (defined below) and beneficial owners of the Bonds. Unless and until a different filing location is designated by the MSRB (defined below) or the SEC (defined below), all filings made by the Dissemination Agent pursuant to this Disclosure Agreement shall be filed with the MSRB through EMMA (defined below).

SECTION 2. Definitions. In addition to the definitions set forth above and in the Indenture of Trust, dated as of December 1, 2024, relating to the Bonds (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.

"Disclosure Agreement of Landowner" shall mean the Continuing Disclosure Agreement of Landowner relating to the Bonds, dated as of December 1, 2024, executed and delivered by the Landowner, 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 the Mosaic 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 #2" shall have the meaning assigned to such term in the Indenture.

"Landowner" shall mean Tellus Texas I, LLC, a Texas limited liability company, and its successors and assigns.

"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.

"Participating Underwriter" shall mean FMSbonds, Inc., and its successors and assigns.

"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 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 Filing Date; 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 and 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; and

(C) The assets and liabilities of the Trust Estate.

(ii) Financial information and operating data with respect to the Issuer of the general type and in substantially similar form to that shown in the tables provided under Sections 4(a)(ii) 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) Until building permits have been issued for parcels or lots representing, in the aggregate, ninety-five percent (95%) of the total Assessments levied within Improvement Area #2, the Annual Financial Information (in the Annual Service Plan Update or otherwise) shall include the number of certificates of occupancy ("COs") issued for new homes completed in Improvement #2 during such Fiscal Year and the aggregate number of COs issued for new homes completed within Improvement Area #2 since filing the initial Annual Financial Information for Fiscal Year ending September 30, 2025; and

(v) 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 Landowner of real property within Improvement Area #2 in the ordinary course of the Landowner'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 pursuant to 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 Participating Underwriter, 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 Agent appointed hereunder shall be HTS Continuing Disclosure Services, a division of Hilltop Securities Inc. The Issuer will give prompt written notice to the Landowner, or any other party responsible for providing quarterly information pursuant to the Disclosure Agreement of Landowner, of any change in the identity of the Dissemination Agent under the Disclosure Agreement of Landowner.

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 Landowner and a default under the Disclosure Agreement of Landowner 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 this Disclosure Agreement. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants shall be read into this Disclosure Agreement with respect to the Dissemination Agent. To the extent permitted by law, the Issuer agrees to 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 #2, 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 the 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 Landowner or the failure of the Landowner to provide information to the Dissemination Agent as and when required under the Disclosure Agreement of Landowner. 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 the Dissemination Agent, which it is expressly entitled to be paid under this paragraph 12(a), are Administrative Expenses.

(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 #2, against any losses, expenses, and liabilities which the 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 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 the 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 Landowner to provide information to the Administrator as and when required under the Disclosure Agreement of Landowner. 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 the Administrator, which it is expressly entitled to be paid under this paragraph 12(b), are Administrative Expenses.

(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, the Participating Underwriter, and the Owners and the beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity. Nothing in this Disclosure Agreement is intended or shall act to disclaim, waive or otherwise limit the duties of the Issuer under federal and state securities laws.

SECTION 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 #2, 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 verifications 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 Denton 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
(as Issuer)

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 (Mosaic Public Improvement District Improvement Area #2 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 December 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
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 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: _____

Section 4(a)(i)(A)

BONDS OUTSTANDING

Maturity Date	Interest Rate	Original Principal Amount	Outstanding Principal Amount	Outstanding Interest Amount
		Total		

Section 4(a)(i)(B)

INVESTMENTS

Fund/ Account Name	Investment Description	Par Value[(1)]	Book Value[(1)]	Market Value[(1)]

[*] Excluding Audited Financial Statements of the Issuer.
[(1)] According to account balance statement dated as of [insert date] as provided by the Trustee.

Section 4(a)(i)(C)

ASSETS AND LIABILITIES OF TRUST ESTATE

Cash Position of Trust Estate for statements dated September 30, 20[__]		
[List of Funds/Accounts Held Under Indenture]	Amount In the Fund	
Total		A
Bond Principal Amount Outstanding		B
Outstanding Assessment Amount to be collected		C
Net Position of Trust Estate and Outstanding Bonds and Assessments		A-B+C

September 30, 20[__] Trust Statements: ☐ Audited ☐ Unaudited

Accounting Type: ☐ 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 #2 [(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 #2 of the District

The [YEAR] certified total assessed value for the Assessed Property in Improvement Area #2 of the District is approximately $[AMOUNT] according to the Denton 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 Assessments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Delinquent Assessment Amount not in Foreclosure Proceedings	Parcels in Foreclosure Proceedings	Delinquent Assessment Amount in Foreclosure Proceedings	Foreclosure Sales	Foreclosure Proceeds Received
	$		$		$
20__					
20__					
20__					
20__					
20__					

[insert any necessary footnotes]

Collection and Delinquency History of Annual Installments for the Past Five Fiscal Years

Fiscal Year Ended (9/30)	Total Annual Installment Billed	Parcels Levied[(1)]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Delinquent Amount as of [9/1]	Delinquent % as of [9/1]	Total Assessments Collected[(2)]
	$		$	%	$	%	$
20__							
20__							
20__							
20__							
20__							

[(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.

Parcel Numbers for Delinquencies Equaling or Exceeding 10% of Annual Installments Due

For the past five Fiscal Years, if the total amount of delinquencies as of September 1 equals or exceeds ten percent (10%) of the amount of Annual Installments due, a list of parcel numbers for which the Annual Installments are delinquent.

Fiscal Year Ended (9/30)	Delinquent % as of 9/1	Parcel Numbers
	%	
20__		
20__		
20__		
20__		
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__				
20__				

[insert any necessary footnotes]

ITEMS REQUIRED BY SECTION 4(a)(iii) - (v)
[Insert a line item for each applicable listing]

* Include the following bracketed tables if a separate Annual Collections Report will not be prepared.

EXHIBIT C

CITY OF CELINA, TEXAS,
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2024
(MOSAIC PUBLIC IMPROVEMENT DISTRICT
IMPROVEMENT AREA #2 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	Total Annual Installments Levied	Parcels Levied[2]	Delinquent Amount as of 3/1	Delinquent % as of 3/1	Total Annual Installments Collected[3]
20__	$		$	%	$

[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 15	43/44	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 (day 197/198). **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

AMENDED AND RESTATED REIMBURSEMENT AGREEMENT

Amended and Restated PID Reimbursement Agreement
Mosaic Public Improvement District

This Amended and Restated PID Reimbursement Agreement – Mosaic Public Improvement District (this "Agreement") is entered into by Tellus Texas I, LLC (the "Developer") and the City of Celina, Texas (the "City"), to be effective November 12, 2024 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties." This Agreement amends and restates in its entirety that certain PID Reimbursement Agreement – Mosaic Public Improvement District between the Parties effective as of April 11, 2023.

SECTION 1. RECITALS

1.1 WHEREAS**,** capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited liability company;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on November 9, 2021, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the Act, covering approximately 684.752 contiguous acres within the City's extraterritorial jurisdiction, which land is described in the PID Creation Resolution;

1.6 WHEREAS, on April 11, 2023**,** the City Council passed and approved an Assessment Ordinance (the "Phase #1 Assessment Ordinance") levying Assessments against Assessed Property within Phase #1 of the District in accordance with the Phase #1 Assessment Roll;

1.7 WHEREAS, on November 12, 2024, the City Council passed and approved an Assessment Ordinance (the "Improvement Area #2 Assessment Ordinance") levying Assessments against Assessed Property within Improvement Area #2 of the District in accordance with the Improvement Area #2 Assessment Roll;

1.8 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the PID in the future as such phases are developed;

1.9 WHEREAS, each Assessment Ordinance approves the SAP, including each Assessment Roll attached thereto;

1.10 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.11 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.12 WHEREAS, the Assessed Property is being developed in construction "Phases" and "Improvement Areas" consisting of multiple Phases;

1.13 WHEREAS, this Agreement shall apply to all Phases and Improvement Areas and no additional reimbursement agreement shall be required for Future Phases;

1.14 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.15 WHEREAS, in each Assessment Ordinance the City levied or expects to levy a portion of the Actual Costs of the Authorized Improvements as Assessments against the Assessed Property in the amounts set forth on the Assessment Roll(s);

1.16 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.17 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.18 WHEREAS, the Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of a Future Phase of development, including multiple Future Phases making up an Improvement Area, shall (i) only be paid from the Assessments and/or Annual Installments collected from Assessed Property within each such Phase or Improvement Area, as applicable, (ii) are contingent upon the City

levying such Assessments, and (iii) will not be due and owing unless and until the City actually levies such Assessments;

1.19 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if PID Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;

1.20 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.21 WHEREAS, a PID Project Fund related to each series of PID Bonds shall only be used in the manner set forth in the applicable Indenture;

1.22 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.23 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.24 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Additional Major Improvements" is defined in the SAP.

2.4 "Administrator" is defined in the SAP.

2.5 "Agreement" is defined in the introductory paragraph.

2.6 "Annual Collection Costs" are defined in the SAP.

2.7 "Annual Installment" is defined in the SAP.

2.8 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.9 "Assessed Property" is defined in the SAP.

2.10 "Assessment" is defined in the SAP.

2.11 "Assessment Ordinance" is defined in the SAP.

2.12 "Assessment Revenue" means the revenues actually received by or on behalf of the City any one or more of the following: (i) an Assessment levied against Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds..

2.13 "Assessment Roll" is defined in the SAP.

2.14 "Authorized Improvements" are defined in the SAP.

2.15 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

2.16 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and the City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that each Authorized Improvement (or its completed segment) covered by the certificate has been inspected by the City.

2.17 "City" is defined in the introductory paragraph.

2.18 "City Council" means the governing body of the City.

2.19 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.20 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.21 "Commitment" is defined in Section 3.10.

2.22 "Default" is defined in Section 4.8.1.

2.23 "Delinquent Collection Costs" are defined in the SAP.

2.24 "Developer" is defined in the introductory paragraph.

2.25 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.26 "Developer Improvement Account" means an account of the PID Project Fund which may be created and established under the applicable Indenture (and segregated from all other funds contained in the PID Project Fund) into which the City deposits or directs the applicable trustee to deposit any funds received from the Developer as required under such Indenture.

2.27 "Development Agreement" is defined in the SAP.

2.28 "Effective Date" is defined in the introductory paragraph.

2.29 "Failure" is defined in Section 4.8.1.

2.30 "Future Phases" is defined in the SAP.

2.31 "Improvement Area" is defined in the SAP.

2.32 "Improvement Area #2 Assessment Revenues" is defined in the SAP.

2.33 "Improvement Area #2 Improvements" is defined in the SAP.

2.34 "Improvement Area #2 Projects" is defined in the SAP.

2.35 "Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.36 "Initial Major Improvements" is defined in the SAP.

2.37 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.38 "Party" and "Parties" are defined in the introductory paragraph.

2.39 "Phase" is defined in the SAP.

2.40 "Phase #1 Assessed Property" is defined in the SAP.

2.41 "Phase #1 Assessment Ordinance" is defined in Section 1.6.

2.42 "Phase #1 Assessment Revenues" is defined in the SAP

2.43 "Phase #1 Improvements" is defined in the SAP.

2.44 "PID" is defined as the Mosaic Public Improvement District, created by the PID Creation Resolution.

2.45 "PID Bond Reimbursement Fund" means a fund which may be established by the City under the applicable Indenture (and segregated from all other funds of the City) into which the City transfers Assessments Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due under this Reimbursement Agreement and/or Actual Costs of Authorized Improvements that are not paid from Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable Indenture related to a series of PID Bonds issued and still outstanding.

2.46 "PID Bonds" are defined in the SAP.

2.47 "PID Creation Resolution" is defined as Resolution No. 2021-104R passed and approved by the City Council on November 9, 2021, and recorded in the real property records of Denton County, Texas, as Instrument No. 208043 on November 12, 2021.

2.48 "PID Pledged Revenue Fund" means, collectively, the fund established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with each applicable Indenture related to a series of PID Bonds issued and still outstanding.

2.49 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture (and segregated from all other funds of the City) into which the City deposits Bond Proceeds in the amounts and as described in the applicable Indenture.

2.50 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue related

to an Improvement Area or Phase of development if not deposited into the PID Pledged Revenue Fund or the PID Bond Reimbursement Fund.

2.51 "Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

2.52 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.53 "SAP" is defined as *The Mosaic Public Improvement District Service and Assessment Plan* approved April 11, 2023 as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.54 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Annual Collection Costs and Delinquent Collection Costs). Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable Indenture; and if applicable, the City shall continue to deposit all Assessment Revenue not securing a series of PID Bonds into the PID Reimbursement Fund.

Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture into the funds established by the applicable Indenture in the manner set forth in the applicable Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall

only be used in accordance with the applicable Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable Indenture.

Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each Phase shall be paid from: (1) the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements, or (2) net Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under an Indenture related to PID Bonds secured by the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If a delinquencies exist, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments except as set forth in the Development Agreement. Once PID Bonds are issued, the applicable Indenture shall control in the event of any conflict with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an

applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (i) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the scheduled closing date of such PID Bonds, and (ii) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each approved Certificate for Payment (which amounts include all Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City and reported in the month before the date the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council of the City reported in the month before the date of the obligation is incurred (which date is the same date of the approval by the City of the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and later (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each Certificate for Payment to be paid to the

Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues PID Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from: (1) the PID Reimbursement Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from PID Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable Indenture.

So long as no PID Bonds are issued and the City has received and approved a Certification for Payment, the City shall make a payment to the Developer from the PID Reimbursement Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than 60 days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected, and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within 60 days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such

Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

Approval of a Certificate for Payment and all payments under this Agreement are predicated on: (1) the Developer constructing and installing, or the City acquiring (if applicable), the Authorized Improvements (or portion thereof) shown on each Certificate for Payment as required under the Development Agreement, (2) the Developer providing the necessary supporting documentation in the standard form for City construction projects, and (3) the City's inspection of each Authorized Improvement (or portion thereof) covered by each Certificate for Payment; provided, in no event shall the City Representative be authorized to approve a Certificate for Payment if the City has not previously levied Assessments against Assessed Property within a Phase of the development related to the Authorized Improvements for which such Certification for Payment has been submitted. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the

PID Project Fund or the PID Bond Reimbursement Fund, if applicable, to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the Indenture. In order to receive additional disbursements from any applicable fund under an Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved

Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, if applicable. The Parties further agree that the City's obligation under this agreement with respect to the Actual Costs of Authorized Improvements within Future Phases shall be contingent upon the City levying Assessments against property within such Phase related to the Authorized Improvements which will benefit such Phase. The levying of the Assessments against each Future Phase will create the fund out of which the City will pay its obligation related to such Future Phase and until such time, this Agreement does not create an obligation of the City with respect to each such Future Phase. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Section 3.3 and 3.6, if the Developer is in substantial compliance with its obligations under the Development Agreement, then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay from Assessment Revenue or the net proceeds of PID Bonds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided by law or in any Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, the Development Agreement, applicable City ordinances and regulation, and this Agreement and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in accordance with the Development Agreement and in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as

such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. If requested in writing by the City, the Developer shall furnish to the City a commitment for title insurance (a "Commitment") for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The Commitment shall be made available for City review and must be approved at least fifteen (15) business days prior to the scheduled transfer of title. The City agrees to approve the Commitment unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any Commitment, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a) (9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City, at its election made prior to the Developer entering into a construction contract, shall have the right to examine and approve the contractor selected by the Developer prior to executing a construction contract with the contractor, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the

Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to collect sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by

the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments then owed to the Developer from the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, as applicable, in accordance with this Agreement and the Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer

shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate in form and substance satisfactory to both Parties that: (1) identifies any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, as applicable, in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"). provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may

rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Denton County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:
Attn: Jason Laumer, City Manager
City of Celina
142 N Ohio St.
Celina, Texas 75009
E-mail: jlaumer@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Julie Fort
Messer, Fort & McDonald PLLC
6371 Preston Road Ste. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Developer:
Attn: David R. Blom
TELLUS TEXAS I, LLC
2242 Good Hope Rd
Prosper, Texas 75078
E-mail: dblom@tellusgroupllc.com
TEL: (469) 532-0689

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214) 328-1101
FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.16 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

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

4.19 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.20 Statutory Verifications. The Developer makes the following representations and covenants in Section 4.21 through 4.24 below 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, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications 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 contained in this Agreement to the contrary.

4.21 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. 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.

4.22 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 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.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm

trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

4.23.1 '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;

4.23.2 '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

4.23.3 '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.

4.24 No Discrimination Against Fossil Fuel 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 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.

4.25 Texas Attorney General Standing Letter. The Developer represents that it has, as of the Effective Date, on file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in the form attached as Exhibit A to the All Bond Counsel Letter from the Office of the Texas Attorney General (November 1, 2023), as last supplemented on December 29, 2023 (a "Standing Letter"). In addition, if the Developer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Developer receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking written verification that the Developer is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero Asset Managers or of the representations and certifications contained in the Developer's Standing Letter (a "Request Letter"), the Developer shall

promptly notify the City (if it has not already done so) and provide to the City, two business days prior to the Effective Date and additionally upon request by the City, 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 Developer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Developer that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail.

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

[*Remainder of page left blank intentionally. Execution pages follow*.]

CITY OF CELINA, TEXAS

By: _____

, Mayor

ATTEST:

By:_____

Lauren Vaughns, City Secretary

TELLUS TEXAS I, LLC,

a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____

David R. Blom, its Manager

EXHIBIT A

CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for _____ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] [PID Bond Reimbursement Fund]from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within The Mosaic Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the PID Reimbursement Agreement (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan and the Development Agreement.

5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in the Mosaic Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) and the Reimbursement Agreement for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

[***10. THIS SECTION TO BE USED SOLELY FOR PAYMENTS FROM NET PID BOND PROCEEDS OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS SERIES 2024 (MOSAIC PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 PROJECT) (THE "SERIES 2024 IA #2 BONDS"):*** The amounts listed for the Authorized Improvements below are for the costs of the Improvement Area #2 Projects consisting of [Improvement Area #2 Improvements] [and] [the Initial Major Improvements allocable to Improvement Area #2]; and, no proceeds of the Series 2024 IA #2 Bonds are being requested under this Certificate for Payment to pay for the costs of Additional Major Improvements allocable to Improvement Area #2.]

Payments requested are as follows:

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

[If the Authorized Improvements are to be paid in part from one series of PID Bonds and in part from another, insert the following:

As required by Section _____ of the Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

Authorized Improvements:	Amount to be paid from _____ Fund	Amount to be paid from _____ Fund	Total Cost of Authorized Improvements

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By: _____
Name: _____
Title: _____

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate account of the [PID Project][PID Bond Reimbursement] Fund] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Mosaic Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

Payments requested hereunder shall be made as directed below:

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct

TELLUS TEXAS I, LLC,
a Texas limited liability company

By: Tellus-Celina, LLC,
a Texas limited liability company,
its Manager

By:_____

David R. Blom, its Manager

APPROVAL OF REQUEST BY CITY

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from Costs of Issuance Account upon delivery of the PID Bonds.

CITY OF CELINA, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

SCHEDULE I

1. Reimbursement Agreement Balance – Phase #1 Improvements

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project) (the "Series 2023 Phase 1 Bonds"):*

- Original Principal Amount: **$15,923,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Improvements shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2023 (Mosaic Public Improvement District Phase #1 Project), or (2) 5.85**%** based on the Bond Index Rate of 5.85% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #1 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance - Phase #1 Improvements was incurred.

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2023 Phase 1 Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP.

B. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Phase #1B Project) (the "Series 2024 Phase 1B Bonds"):*

- Original Principal Amount: **$6,425,000**

- Interest Rate**:** _____**%**

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2023-31 approved on April 11, 2023 and recorded in the real property records of Denton County, Texas on April 17, 2023, as Instrument No. 38050.

- Payment Source: Solely from net bond proceeds of the Series 2024 Phase 1B Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP, as updated in connection with the issuance of the Series 2024 Phase 1B Bonds.

2. Reimbursement Agreement Balance – Improvement Area #2 Projects

A. *Portion to be paid from net PID Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project)(the "Series 2024 IA #2 Bonds"):*

- Original Principal Amount: $_____

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Improvement Area #2 Projects shall be the lesser of: (1) the interest rates on the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2024 (Mosaic Public Improvement District Improvement Area #2 Project) (the "*Series 2024 IA #2 Bonds*"), or (2) ____% based on the Bond Index Rate of ____% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Improvement Area #2 Projects was incurred.

- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. _____ approved on November 12, 2024, and recorded in the real property records of Collin County, Texas on [_____], 2024, as Document No. [_____].

- Improvements Paid: The proceeds of the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area #2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.

- Payment Source: Solely from net bond proceeds of the Series 2024 IA #2 Bonds secured by the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP. The net bond proceeds of the Series 2024 IA #2 Bonds deposited in the Improvement Area #2 Project Account of the Project Fund established by the trust indenture relating to the Series 2024 IA #2 Bonds shall only be used to pay for the costs of the Improvement Area #2 Improvements and the Initial Major Improvements allocable to Improvement Area #2. No proceeds of the Series 2024 IA #2 Bonds can be used to pay for the Additional Major Improvements allocable to Improvement Area #2 and such Additional Major Improvements allocable to Improvement Area #2 shall not be required to be completed before such time as 100% of the proceeds of the Series 2024 IA #2 Bonds can be disbursed pursuant to a Certification For Payment attached to the Amended and Restated PID Reimbursement Agreement.

B. *Portion to be paid from Improvement Area #2 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: $_____
- Interest Rate: ____%
- Bond Index Rate approved by the City Council: ____% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Improvement Area #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Improvement Area #2 Projects was incurred.
- Date of Improvement Area #2 Assessment Ordinance Approval: Ordinance No. _____ approved on November 12, 2024, and recorded in the real property records of Collin County, Texas on [_____], 2024, as Document No. [_____].
- Improvements Paid: The costs of the Improvement Area #2 Projects may be paid for Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.
- Payment Source: Solely from Improvement Area #2 Assessment Revenues from the collection of the Assessments levied against the Improvement Area #2 Assessed Property shown on the Improvement Area #2 Assessment Roll attached as Appendix H to the SAP not securing the Series 2024 IA #2 Bonds. The Improvement Area #2 Assessment Revenues on deposit in the Reimbursement Fund established by the trust indenture relating to the Series 2024 IA #2 Bonds shall be used first to pay the actual costs of the Initial Major Improvements allocable to Improvement Area #2, next to pay the costs of the Improvement Area #2 Improvements, and finally to pay costs of the Additional Major Improvements allocable to Improvement Area #2.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager, Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	
Date:	November 12, 2024
Re:	5-Year CIP Resoltion adoption

Action Requested:
Consider and act to approve a Resolution adopting the 2024 Five-year Capital Improvements Program. (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, the staff is presenting the Council with a five-year CIP. This will provide 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.

Legal Review:
Legal council has approved the proposed resolution.

Supporting Documents:
1. Five Year Capital Improvement Program Presentation 2025
2. Resolution
3. CIP Book

Financial Consideration:

Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM (2025-2029)

November 12, 2024



PURPOSE

The Five-Year Capital Improvement Program (CIP) is designed to provide a comprehensive summary of the City's plans, priorities, and projections for capital projects. It will be updated annually and presented to City Council for approval in the fall.

The program is a rolling five-year plan encompassing General Government and Water Wastewater capital projects.

The City is committed to ensuring that today's decisions promote long term sustainability.

This document highlights the efforts to manage the City's finances prudently while addressing the immediate and long-term needs of the growing population.

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

CAPITAL IMPROVEMENT PROGRAM EXPENDITURES

	2025	2026	2027	2028	2029
General Govt. Projects	$125,797,218	$91,225,000	$79,880,000	$53,765,000	$69,605,000
Enterprise – Utility Projects	$ 77,458,943	$83,758,943	$82,653,943	$67,703,943	$25,403,943
Total by Year	$203,256,161	$174,983,943	$162,533,943	$121,468,943	$95,008,943

Total All Years All Sources: $757,251,933

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

SOURCES OF FUNDS:

Certificates of Obligation Bonds

General Government (Roadway, Facilities, Information Technology, Public Safety, Parks)

- FY2025: Total $90M: $80M plus $10M CDC
- FY2026: Total $75M
- FY2027: Total $67M: $55M plus $12M CDC
- FY2028: Total $40M
- FY2029: Total $55M

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

SOURCES OF FUNDS:

Certificates of Obligation Bonds

Enterprise – Utility (Water, Wastewater, Stormwater)

- FY2025: Total $58M
- FY2026: Total $61.5M
- FY2027: Total $63M
- FY2028: Total $51.8M
- FY2029: Total $9.5M

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

SOURCES OF FUNDS:

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

Internal Capital Funds " Streets":

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

FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

SOURCES OF FUNDS:

Internal Capital Funds "Parks, Technology, Other":

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

2025 CAPITAL IMPROVEMENT PROGRAM PROJECTS

TOTAL 2025 GENERAL GOVERNMENT PROJECTS

Project	Budget (in millions)
Facilities	$21.000
Parks	$42.126
Public Safety	$11.850
Information Technology	$3.020
Roadway	$42.897
Other	$4.904
Total in millions	$125.797

FY25 GENERAL GOVERNMENT PROJECTS (FIVE-YEAR CIP)

FACILITIES $21M

- City Hall Parking Garage Land Acquisition
- Downtown Center and Parking Garage
- Parks Administration Building (Ousley Park Phase IIIA)
- Public Works Service Center Administration Remodel

PARKS $42.126M

- Ousley Park Ph II (Trail and Stream Restoration) – project start 2024
- Ousley Park Ph III-B (Deconstructed Pavillion and Parking)
- Ousley Park Ph IV (Amphitheater)
- Downtown Recreation Center (Drainage/ Land)
- Wilson Creek Park Phase I
- Wilson Creek Park Phase II
- Choate Median Landscape
- Earthman Park
- Old Celina Park Turf Conversion Field 3
- Downtown Square Reconstruction

FY25 GENERAL GOVERNMENT PROJECTS (FIVE-YEAR CIP)

PUBLIC SAFETY $11.850M

- Fire Station #4 Firetruck and Ambulance
- Fire Station #4 Building
- Emergency Sirens

INFORMATION TECHNOLOGY $3.020M

- Annual Fiber Allocation
- Downtown WiFi expansion
- Facility Upgrade/ Replacement
- City Council Chambers Technology Upgrade
- Camera Replacement
- Audio Visual Replacement

FY25 GENERAL GOVERNMENT PROJECTS (FIVE-YEAR CIP)

ROADWAY $42.897M

- 2025 Annual Street Maintenance
- Roadway Impact Study
- Arizona Drive Improvements
- Ash Street – Preston Rd to Oklahoma Dr
- Construction Equipment
- Coit Road – J. Fred Smith Pkwy to GA Moore Pkwy
- Coit Road - Choate Pkwy to Outer loop
- Coit Road – Frontier Pkwy to 1400 ft North of Frontier Pkwy
- Coit Road Resurfacing
- DNT Intersection Improvements
- Doe Branch Blvd. – Dallas North Tollway to CR50
- Hillside Drive from Maryland St to Cul-de-sac
- J. Fred Smith Pkwy – Preston Rd to Coit Rd
- Kristina Court
- Legacy Drive - Outer Loop to Carey Rd

FY25 GENERAL GOVERNMENT PROJECTS (FIVE-YEAR CIP)

ROADWAY $42.897M

- Oklahoma Dr – Pecan St to Malone St
- Preston Road Right Turn Lanes
- Reimbursement for Preston 450
- Roseland Pkwy – Sunset Blvd to Big Bend Lane
- School Zones
- Street Construction
- Traffic Signals
- Construction Equipment

TOTAL 2025 ENTERPRISE UTILITY PROJECTS

Project	Budget (in millions)
Stormwater	$1.500
Water	$43.150
Wastewater	$31.350
Operating Expenses	$1.459
Total in millions	$77.459

FY25 ENTERPRISE UTILITY PROJECTS (FIVE-YEAR CIP)

WATER $43.150M

- Downtown Water Improvements
- Glendenning Pkwy - Celina Road Pump Station to Celina Pkwy
- Frontier Pkwy - Preston to Coit
- Glendenning Pkwy – Dallas Pkwy to Preston Rd
- Southeast Pump Station and Transmission Line
- CCN Acquisition
- Southeast Ground Storage Tank
- Kristina Court
- Elevated Storage Tank (Uptown)

FY25 ENTERPRISE UTILITY PROJECTS (FIVE-YEAR CIP)

WASTEWATER $31.350M

- Downtown Sewer Improvements
- Downtown Water Reclamation Facility Phase II
- Rasor Sewer Interceptor
- Ramble and Rainwater Oversize
- Utility Oversizing
- Parvin Wastewater Treatment Plant Land Purchase

DRAINAGE $1.5M

- DC RANCH Phase III Drainage Repairs
- H&H Study for Smiley Road from Parvin to Old Dairy Road
- Annual Maintenance Repairs

FY25 CERTIFICATES OF OBLIGATION BOND FUNDING

GENERAL GOVERNMENT: Total $90M: $80M plus $10M CDC

ENTERPRISE-UTILITY: Total $58M

TIMELINE:

- November 12, 2024 – FY 2025 council approval to proceed with CO's
- 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.

GENERAL OBLIGATION BONDS

GENERAL OBLIGATION BOND

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 General Obligation Issue could provide voter approval to raise the tax rate to speed up the timing of building the projects.

The earliest an election could be held for voter consideration for General Obligation Bond proposition(s) is November 25'. May 26' or Nov 26' are also options as they would still align with the forecasted revenues and proposed projects and provide more time for public involvement and education behind projects.

GENERAL OBLIGATION BOND

Other considerations for a General Obligation issue:

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 Certificates of Obligation for the same project.

There is no restriction on the City holding an election annually for voter consideration.

If the General Obligation Bond Proposition(s) 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 in one year or immediately following the authorization.

FIVE-YEAR CIP STRUCTURED WITH GO BOND ISSUANCE IN LATER YEARS

General Obligation Bonds

- Voter approved through an election
- Election timeframe in November 25 or May 26 for potential projects 27
- Current 2025 and 2026 CIP are Certificate of Obligation focused and maintains reducing the tax rate annually
- Potential combination issuance Certificate of Obligation and General Obligation Bonds in 2027

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:

GO Bond Committee Selection: December 24/ January 25

GO 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

STAFF RECOMMENDATIONS & QUESTIONS

Staff Recommendation
Staff recommends approval of the FY2025-2029 Capital Improvement Progam as proposed.

Staff Questions

1. Are their any Council questions regarding general obligation bonds?

2. Does Council direct staff to prepare a general obligation bond issuance in future years?

3. If Council directs staff to proceed with a general obligation bond issuance, in which year does Council direct the first general obligation bond issuance to proceed?

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADOPTING A FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM FOR YEARS 2025 THROUGH 2029; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina ("City") Charter requires the City Manager to annually submit to the City Council of the City ("City Council") a capital improvement program; and

WHEREAS, the City Manager hereby submits to City Council the five-year Capital Improvement Program for the years 2025-2029; and

WHEREAS, the City Council has investigated and determined and hereby finds that it is in the best interests of the residents of Celina to adopt the five-year Capital Improvement Program for the years 2025-2029.

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

SECTION 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2. The City Council hereby adopts the five year Capital Improvement Program for years 2025-2029, attached hereto and incorporated as if set forth fully herein as **Exhibit "A".**

SECTION 3. This Resolution shall become effective immediately upon its passage and adoption in accordance with state law and Charter.

PASSED AND APPROVED this 12TH day of November, 2024.

_____
Ryan Tubbs,
Mayor

ATTEST:

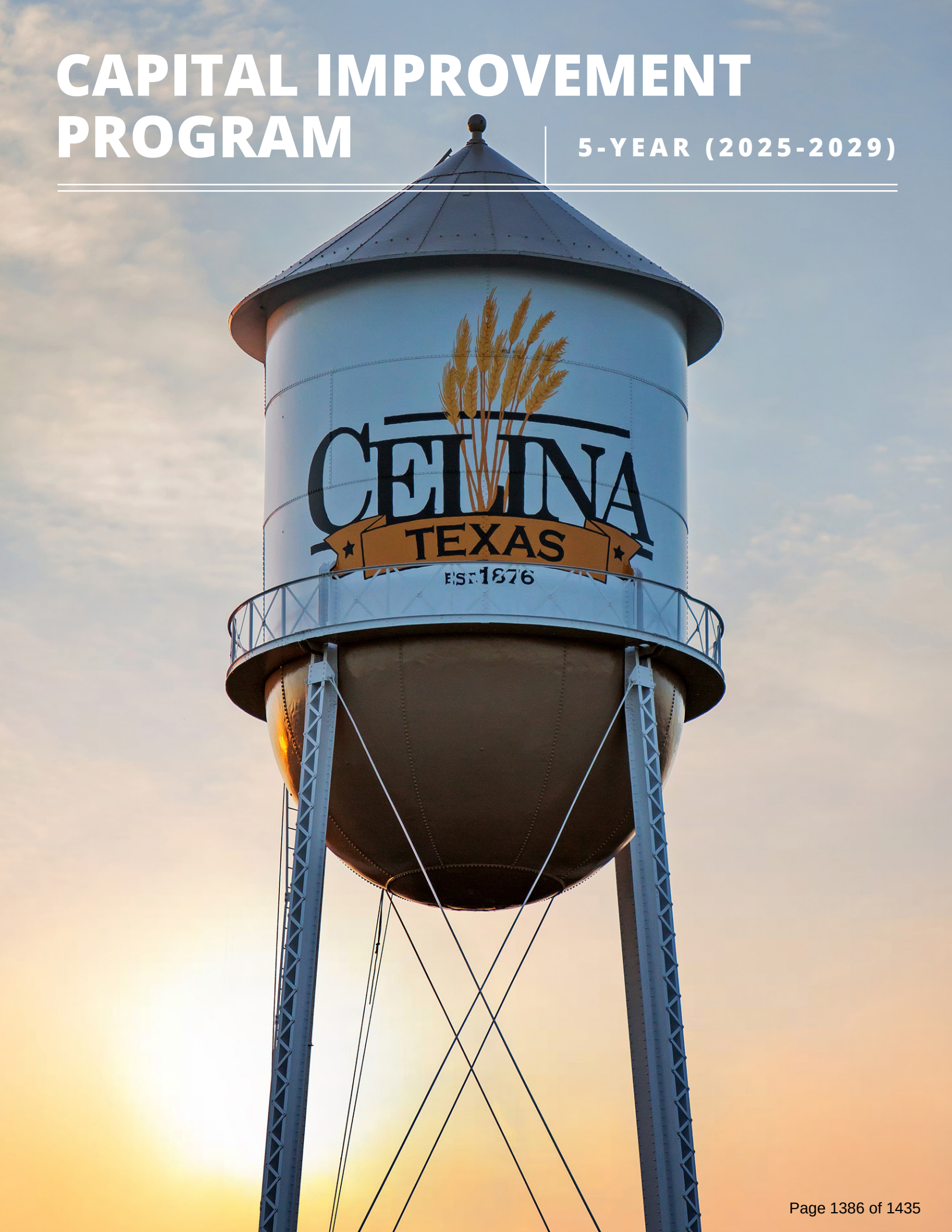
_____
Lauren Vaughns,
City Secretary

Exhibit A

City of Celina Capital Improvement Program 2025-2029

CAPITAL IMPROVEMENT PROGRAM

5-YEAR (2025-2029)




CELINA
DOWNTOWN
CELINA
EST. 1876
TEXAS

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Capital Improvement Program

The Five-Year Capital Improvement Program (CIP) provides a comprehensive summary of the City's plans, priorities, and projections for capital projects. As the community continues to grow, it is important to plan for the infrastructure, facilities, and maintenance needed to support and enhance the services the City provides to residents. The Five-Year CIP and annual budget, together, tell the story of how the City is investing taxpayer money in order to promote fiscal responsibility and transparency.

The Five-Year CIP is comprised of the capital projects the City anticipates initiating in each of the next five years (Fiscal Year FY 2025 through FY 2029), as well as the funding sources for those projects. A capital project is a large, long-term project that acquires, builds, adds to, or prolongs the life of an asset. These projects generally take one or more years to complete, require a significant investment of money, and are useful for many years. Some examples of capital projects are roads, library buildings, recreation centers, water distribution lines, water tanks and towers, stormwater collection pipes, building renovations, and more. Many of these projects also require investments in personnel and other operating expenses, which are planned in the City's annual operating budget.

DRIVERS

The primary drivers for the Five-Year CIP are:

- Celina is the fastest-growing City in America;
- Meeting today's needs while planning for the future; and
- Fiscal responsibility.

Celina was named the 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. The City is on pace to issue more than 2,600 single-family residential permits for FY 2024, up from 2,220 in the prior year. With this growth, there is an increasing demand for services and infrastructure.

The City also seeks to meet both today's needs and plan for future needs. To accomplish this, both the annual budget and Five-Year CIP have been prepared using the guiding principles established in the City's Strategic Plan, Comprehensive Plan, and Core Values. Additionally, the five-year projection timeline is used to help the City see how this year's decisions impact the City's ability to meet future needs. This combined short-term and long-term approach will help the City to adapt to the changing needs of our residents throughout the growth cycle.

Transparency and fiscal responsibility are cornerstones of our approach. The City is committed to ensuring that today's decisions promote long-term sustainability. This document highlights the efforts to manage the City's finances prudently while addressing the immediate and long-term needs of the growing population.

RESIDENT INPUT

In addition to the primary budget drivers, the Five-Year CIP specifically addresses resident feedback and input. Residents are encouraged to be involved in the Capital Improvement Program process through the resident survey, which is conducted every other year with the most recent survey having been completed in 2022 *(The 2024 Resident Survey is currently in progress).*

These surveys are used to gauge the level of residents' satisfaction with City services and identify areas for improvement. They play a crucial role in the development of the strategic plan, budget priorities, and the capital project priorities. The areas identified for greatest improvement related to the Capital Improvement Program in the 2022 survey were streets, sidewalks, streetlighting, and utility infrastructure, as well as parks and recreation opportunities. These surveys ensure that the Capital Improvement Program reflects the community's needs and aspirations.

FINANCIAL OVERVIEW



Financial Overview

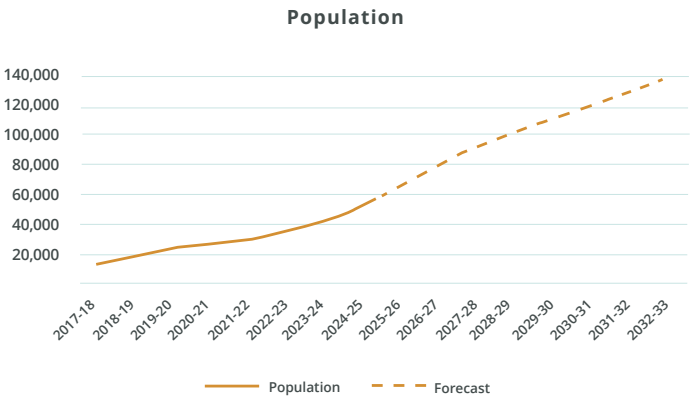
To develop a five-year forecast of available funds for capital projects, the City performed an extensive financial forecast. Much of this forecast was created in conjunction with the five-year operating budget projections within the annual budget process. The City conservatively projects revenues to minimize risk and account for the impact of cycles in the larger economy.

The Five-Year CIP is divided between General Government and Enterprise projects and has two primary funding sources: bonds (debt) and non-bond sources (cash). The primary drivers in estimating revenues are residential and commercial growth, as well as economic conditions. In the last several years, the City has enjoyed a relatively stable upward revenue trend. This trend has been caused by growth in population, property values, sales tax revenue, and the development of residential communities. The City anticipates continued growth during the next several years.

REVENUE PROJECTIONS AND ASSUMPTIONS

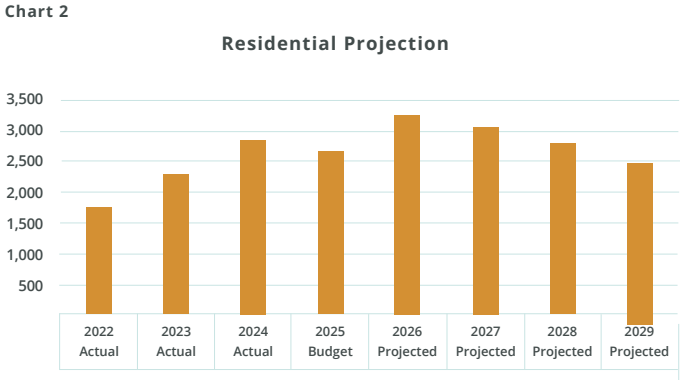
The City has experienced rapid population growth over the last several years. Based on already approved housing construction plans, the City projects this population growth to continue. Chart 1 shows the rapid population growth in the last seven years and the continued growth that is anticipated over the next nine years.

Chart 1



Directly tied to the population growth, Chart 2 shows the single-family residential permits issued and projected. Celina's growth is expected to remain strong.

Chart 2



In addition to residential growth, the City anticipates commercial growth to begin in the next five years, particularly related to retail. The population of Celina is reaching the point where larger-scale retail can be sustained, and the City has been approached by several big-box retailers about building in Celina.

This growth in residential population and commercial development drives growth in revenues for the Five-Year CIP.



GENERAL GOVERNMENT PROJECT REVENUES

Population growth and single-family residential permits have a significant impact on revenues for General Government projects. First and foremost, this growth has resulted in and is projected to continue to cause significant increases to taxable values of property within the City. There are two components to this growth. The first comes from new properties being added to the tax rolls due to residential development. The second comes from rapidly rising home values, which is being experienced across the Dallas-Fort Worth Metroplex. In FY 2025, the City's property tax value increased by 34.45% or $2.06 billion. Of this increase, $1.33 billion is attributable to new taxable values added to the tax roll. The remaining $730 million is attributable to the growth in value of existing properties.

Chart 3 shows the projected growth in taxable values over the next five years, which the City anticipates remaining strong.

Chart 3



When applied to the tax rate, this taxable value generates property tax revenues for the General Fund and Debt Service Fund. The City's tax rate is divided into two components: Maintenance & Operations and Interest & Sinking. The Interest & Sinking portion of the tax rate is dedicated to the Debt Service Fund and is used to repay the debt that funds general government capital projects.

For FY 2025, the City has adopted a total tax rate of $0.598168. Of that, $0.287061 (47.99%) is dedicated to the General Fund for operational expenses, and $0.311107 (52.01%) is dedicated to the Debt Service Fund to pay for the City's debt. The forecast for the Five-Year CIP maintains the Interest & Sinking Rate of $0.311107 for all five years. This projected rate will fund the issuance of the Certificates of Obligation proposed within the program.

The City anticipates that there will be an opportunity to increase the Interest & Sinking Rate without raising the overall tax rate, as the 3.5% cap on the Maintenance & Operation Rate is projected to result in a one cent or more tax rate reduction per year. Any increase of the Interest & Sinking Rate above $0.311107 in any future year would allow the City to increase forecasted bond issuances, pay off existing debt earlier, or accelerate the principal amortization of future debt. Additional analysis of the City's debt is provided in the Debt Outlook section below.

In addition to debt revenues, the City also anticipates growth in the non-bond sources of funding for General Government Capital Projects. As the City experiences residential and commercial development, the City will receive significant non-bond revenues related to impact fees, capital recovery fees, park fees, and technology fees that will be available to invest in capital projects. The purpose of these fees is for new developments to pay for its impact on infrastructure and City services. The City has projected each non-bond revenue source independently based on trends, existing development agreements, and approved future development plans. Many of these revenue sources are restricted to specific uses, while others can be broadly invested in capital projects.

ENTERPRISE PROJECT REVENUES

The same population, residential, and commercial growth trends are also driving enterprise project (water, wastewater, and stormwater drainage) revenue growth. The City contracted with Willdan Financial Services to perform a financial forecast for the water and wastewater utilities, which was approved by City Council on May 14, 2024. A detailed analysis of revenues is available in the 2024 Water and Wastewater Rate Study and Financial Plan.






W Main St
100 200
DOWNTOWN CELINA TEXAS
100 S Louisiana Dr 200
STOP







EXPENDITURE FORECAST

Expenditures for the Five-Year CIP are projected based on the type, size, scope, and best practices for each project type. Chart 4 summarizes the total expenditures for all projects in the CIP.

Chart 4

Total Capital Project Expenditures

	2025	2026	2027	2028	2029
General Government Projects	125,797,218	91,225,000	79,880,000	53,765,000	69,605,000
Enterprise Projects	77,458,943	83,758,943	82,653,943	67,703,943	25,403,943
Total by Year	$203,256,161	$174,983,943	$162,533,943	$121,468,943	$95,008,943
Total All Years All Sources	$757,251,933				

Costs for future capital projects are particularly difficult to predict. In the last several years, construction inflation and increasing land values have significantly increased the costs for capital projects across the country. Based on prior trends and current industry best practices, City staff has developed a cost estimate for each individual project. It is anticipated that projects may need to move between years to balance the CIP each year based on community needs and inflationary pressures.

STATEMENTS

CITY OF CELINA | 2025-2029 | FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

GENERAL GOVERNMENT | STATEMENT OF PROJECTED REVENUE AND EXPENSES

	2025	2026	2027	2028	2029
Revenues:					
CO Bonds	$80,000,000	$75,000,000	$55,000,000	$40,000,000	$55,000,000
CDC Bonds	$10,000,000	--	$12,000,000	--	--
Integrity Fund	$125,000	$125,000	$125,000	$125,000	$125,000
Park Fees	$4,480,000	$4,350,000	$4,350,000	$4,350,000	$4,350,000
Street Construction	$3,110,000	$1,500,000	$1,500,000	$1,500,000	$1,500,000
Roadway Capital Fees	$3,305,000	$3,300,000	$3,300,000	$3,300,000	$3,300,000
Roadway Impact Fees	$2,600,000	$2,600,000	$2,600,000	$2,600,000	$2,600,000
Technology Fund	$840,000	$825,000	$825,000	$825,000	$825,000
TIRZ #11	$1,450,000	$1,450,000	$1,450,000	$1,450,000	$1,450,000
Total Revenue	$105,910,000	$89,150,000	$81,150,000	$54,150,000	$69,150,000
Expenses:					
Facilities	$21,000,000	$12,000,000	$6,500,000	--	--
Information Technology	$3,020,000	$2,200,000	$4,680,000	$7,001,234	$2,950,000
Parks	$42,125,700	$17,600,000	$23,050,000	$1,550,000	--
Public Safety	$11,850,000	$2,080,000	$5,600,000	$15,300,000	$2,110,000
Roadway	$42,897,218	$47,823,877	$29,576,123	$18,038,766	$20,384,283
Operating Expenses	$550,000	$500,000	$500,000	$500,000	$500,000
Unallocated	$4,354,300	$9,021,123	$9,973,877	$11,375,000	$43,660,717
Total Expenditures	$125,797,218	$91,225,000	$79,880,000	$53,765,000	$69,605,000
Beginning Balance	$35,511,787	$15,624,569	$13,549,569	$14,819,569	$15,204,569
Ending Balance	$15,624,569	$13,549,569	$14,819,569	$15,204,569	$14,749,569



CITY OF CELINA | 2025-2029 | FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

ENTERPRISE | STATEMENT OF PROJECTED REVENUE AND EXPENSES

	2025	2026	2027	2028	2029
Revenues:					
CO Bonds	$58,000,000	$61,500,000	$63,000,000	$51,800,000	$9,500,000
Developer Contributions	$5,700,000	--	--	--	--
Drainage Fees	$3,045,000	$1,545,000	$1,545,000	$1,545,000	$1,545,000
Sewer Capital Recovery Fees	$7,375,000	$3,375,000	$3,375,000	$3,375,000	$3,375,000
Utility Impact Fees	$4,950,000	$4,950,000	$4,950,000	$4,950,000	$4,950,000
Water Capital Recovery Fees	$3,400,000	$3,375,000	$3,375,000	$3,375,000	$3,375,000
	$82,470,000	$74,745,000	$76,245,000	$65,045,000	$22,745,000
Expenses:					
Stormwater	$1,500,000	$750,000	$750,000	$750,000	$750,000
Water	$43,150,000	$31,500,000	$41,900,000	$37,800,000	$10,300,000
Wastewater	$31,350,000	$41,800,000	$31,000,000	$22,250,000	$7,250,000
Operating Expenses	$1,458,943	$1,208,943	$1,208,943	$1,208,943	$1,280,943
Unallocated	--	$8,500,000	$7,795,000	$5,695,000	$5,895,000
Total Expenditures	$77,458,943	$83,758,943	$82,653,943	$67,703,943	$25,403,943
Beginning Balance	$32,236,467	$37,247,524	$28,233,581	$21,824,638	$19,165,695
Ending Balance	$37,247,524	$28,233,581	$21,824,638	$19,165,695	$16,506,752

DEBT OUTLOOK

The City issues debt annually to fund capital projects. Similar to a mortgage on a home, the City issues debt for capital projects because they require a large sum of money and last for many years (longer than the debt repayment period). Additionally, because a portion of the principal and interest are paid each year, it allows the residents who receive the benefit of the project to contribute to the cost. For example, if the City issues 25-year debt for a new library, a resident who moves to the City in 18 years and uses the same library will contribute to the repayment of the debt for that project.

For the purposes of the Five-Year CIP, the City's debt is divided into general, component unit, and enterprise debt.

GENERAL DEBT

The City's general debt is one of the most significant components of funding for capital projects, paying for projects for all governmental activities (not utilities or component units). These are the major services that residents typically think of when they think about what a city does. General debt is supported by the Interest & Sinking Property Tax Rate.

The City annually issues Certificate of Obligation bonds to pay for core infrastructure projects. These capital projects provide critical infrastructure to address the physical growth of the City and enhancements to core City services. General debt pays for roads, drainage, sidewalks, signal lights, street lights, fire stations, police stations, parks, recreation centers, libraries, and much more.

The Five-Year CIP proposes the issuance of $305 million in general debt across all five years. Chart 5 lists the amounts by year. The graph in Chart 5 shows projected revenue in the Debt Service Fund (red), the principal and interest payments for existing debt (blue), and the principal and interest payments for the proposed general debt (orange). The graph shows that the Debt Fund can adequately meet the obligations of the debt proposed in the Five-Year CIP.

DEBT ISSUANCE

FY 2025: $80M

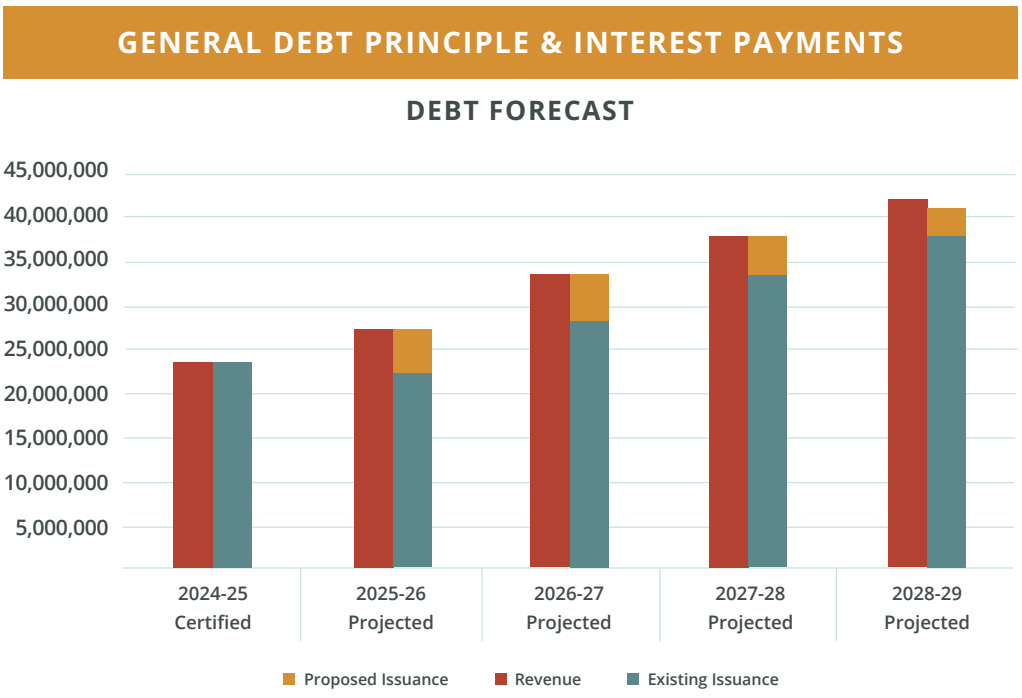
FY 2026: $75M

FY 2027: $55M

FY 2028: $40M

FY 2029: $55M

Chart 5



The debt issuance projection has been developed using the FY 2025 Interest & Sinking Rate of $0.311107 across all five years. The Interest & Sinking Rate is the portion of the Property Tax Rate that is specifically used for the repayment of debt from bond issuances.

As stated in the Revenue Projection and Assumptions section, the City anticipates that there will be an opportunity to increase the Interest & Sinking Rate without raising the overall tax rate, as the 3.5% cap on the Maintenance & Operation Rate is projected to result in a one cent or more tax rate reduction per year. Any increase of the Interest & Sinking Rate above $0.311107 in any future year would allow the City to increase forecasted bond issuances, pay off existing debt earlier, or accelerate the principal amortization of future debt.

COMPONENT UNIT DEBT

The Celina Community Development Corporation (CCDC) is a component unit of the City. It is funded with a dedication of the sales tax rate (0.5%), and its expenditures are restricted by state law. The CCDC is projected to issue $22 million in bonds and support the repayment of this debt through their dedicated sales tax revenue.

It is anticipated that the CCDC will issue $10 million in 2025 and $12 million in 2027. Through growth in sales tax revenue, the CCDC will have capacity to issue additional debt in these years. Additionally, there are significant Parks and Recreation projects planned for these years that are related to the scope of the CCDC.

ENTERPRISE DEBT

The City's enterprise debt is another significant component of funding for capital projects, paying for projects for the City's water, wastewater (sewer), and stormwater drainage utilities. These utilities are considered independent enterprises that are solely funded through charges for service to customers. Therefore, any enterprise debt issued is repaid through water and wastewater charges for service or stormwater drainage fees.

The City annually issues enterprise certificate of obligation bonds to pay for core infrastructure projects. These capital projects provide critical infrastructure to address the physical growth of the City and maintain the high-quality utility services that our residents expect. Enterprise debt pays for projects like water lines, ground storage tanks, water towers, sewer lines, sewer treatment facilities, pumps, lift stations, and drainage channel improvements.

The City conducted a water and wastewater rate study in 2024 that was approved by City Council on May 14, 2024. The rate study and long-term financial plan included a total of $243.8 million in debt issuances from FY 2025 through FY 2029. Chart 6 lists the issuances by year. The graph in Chart 6 shows projected revenue for debt in the Water/Wastewater Fund (red), the principal and interest payments for existing debt (blue), and the principal and interest payments for the proposed debt (orange). The graph shows that there are sufficient revenues in the Water/Wastewater Fund to support the proposed enterprise debt issuances in the Five-Year CIP.

DEBT ISSUANCE

FY 2025: $58M

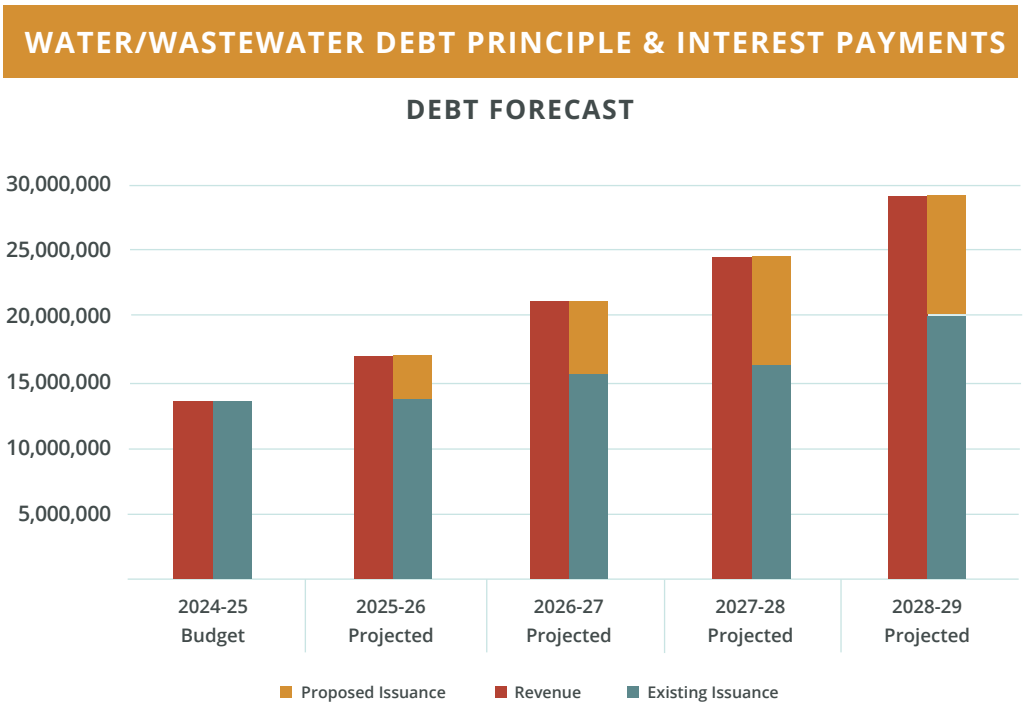
FY 2026: $61.5M

FY 2027: $63M

FY 2028: $51.8M

FY 2029: $9.5M

Chart 6



The timing of repayment for water and wastewater debt is adjusted with each issuance with the goal of the customers being served by the capital projects having moved-in when the interest payments for the debt begin.

The Stormwater Drainage Fund does not typically issue debt. It can issue debt and use revenues from the stormwater drainage fee to repay the debt. Generally, stormwater drainage fee revenues are used to pay cash for small-scale drainage projects.

CONCLUSION

The City has developed a five-year financial forecast for the budget and CIP to ensure that the planned expenditures and projects are fiscally responsible. The City anticipates continued population growth, residential development, commercial development, and growth in property values over the next five years. This growth will sustain the projects within the Five-Year CIP, as presented in the next section.



CAPITAL IMPROVEMENT PROJECTS 2025-2029

GENERAL GOVERNMENT PROJECTS

FACILITIES
PARKS
SAFETY
INFORMATION TECHNOLOGY
ROADWAY



FACILITIES



CIP 5-YEAR-FACILITIES	2025	2026	2027	2028	2029
City Hall Parking Garage Land Acquisition	$ 500,000				
Downtown Center & Parking Garage	$ 12,500,000				
Emergency Services Dispatch Center		$ 2,000,000			
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			
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	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
Bond Funds	$ 21,000,000	$ 12,000,000	$ 6,500,000		
TOTAL	**$ 21,000,000**	**$ 12,000,000**	**$ 6,500,000**	**$ -**	**$ -**

City Hall Parking Garage Land Acquisition

This project includes the land acquisition of approximately five acres of property for the construction of the future City Hall and Parking Garage.



Downtown Center & Parking Garage

The Downtown Center will be a four-story building that will serve as the Celina Public Library, Administration Offices, and Community Space. The building will be just over 100,000 square feet. The basement will be designed to serve as the children's and teen library. The first floor will serve as an adult library and provide 1,400 square feet of public meeting space, a business center, and will provide approximately 1,100 square feet for a future visitor's center. The second and third floors will serve as an interim City Hall for the foreseeable future. The rooftop will provide 2,000 square feet of outdoor meeting space, 3,000 square feet of indoor meeting space, and an additional 2,000 square feet that will serve as shared public space

The Downtown Center and Parking Garage will provide 400 spaces including golf cart, motorcycle, and oversized spaces. The parking garage will be fully encased in brick for enhanced aesthetics per the Downtown Master Plan. The garage will also provide storage, trash compactors, and fire suppression equipment for the Downtown Center.

Emergency Services Dispatch Center

The City has identified the need to develop an independent Emergency Services Dispatch Center. The project will include the development of an interagency dispatch facility. The City is evaluating the need to step away from its current participation with the Collin County Sheriff's Office (CCSO) Dispatch Center and develop a team of dedicated communications staff that will support a standalone Public Safety Answering Point (PSAP) providing call-taking and dispatching for Police, Fire, and Emergency Medical Services (EMS) agencies in Celina and others that may join in the future. This project will be constructed in multiple phases. The current goal is to have an operational PSAP by FY 2028.

Parks Administration Building

This project will utilize the old Celina ISD Athletic Offices and convert the existing 14,000-square-foot building into administrative offices for the Parks Department. The initial project will create approximately 7,000 square feet of administrative offices, and the remaining 6,000 square feet will be utilized for a recreation facility with public restrooms, storage, a 2,500-square-foot multi-purpose space, and a 1,600-square-foot recreation room. Once the City constructs a recreation center, the remainder of the building will be converted into office space as the Parks Department grows.

Public Works Service Center Admin Remodel

The Public Works Service Center will remodel the existing single-family home located at 10317 CR 106 and convert it to administrative offices for Public Works. The project will convert it to commercial use and include upgraded equipment to meet the required building codes. The building will provide additional conference room space and seating for approximately 25 additional staff members.



Public Works Service Center Parking Lot - Phase II

The Public Works facility has gravel parking lots. Both City vehicles and personal vehicles are parked on gravel. When City vehicles are washed, they pull them onto a small concrete apron and then park the newly-cleaned vehicle back on gravel. This project will install 106 new concrete parking spaces, a 2,000-foot-long fire lane with two, new controlled access points. This car park will serve both staff and members of the public and will provide the spacing needed for all Public Works-related events and clean-up days in the future. The development of the Public Works facility will be broken up into multiple phases.

Public Works Service Center Parking Lot - Phase III

This work will continue tot eh expansion of the Public works parking area as started in Phase 1 and continued in Phase 2. Phase 3 will install approximately 100 additional concrete parking spaces and complete the parking area around the existing public works building.

Public Works Service Center - Fuel Station/Car Wash

This project will be for the continued expansion of the Public Works parking area as started in the Phase II project. This phase of the project will include the development of a site for a fuel station and car wash for City vehicles. This facility will greatly help with the upkeep of City vehicles and help save on fuel costs in the future.

Public Works Permanent Administration

This project will be for the continued expansion of the Public Works service area. Currently, the Public Works Administration Offices are housed in a home that the City purchased due to lack of space in the original Public Works Building. The existing Public Works structure houses storage, a break room, and limited meeting space. This project will construct Phase I of the permanent Public Works Administration Offices. The ultimate building is expected to be approximately 100,000 square feet and will be phased over multiple years. Phase I of the construction will provide meeting and locker space for approximately 200 employees, a break room, storage, and other necessary equipment. This project will be constructed in coordination with the construction of Carl Darnell Pkwy from Preston Rd to the Public Works property.

PARKS





CIP 5-YEAR-PARKS	2025	2026	2027	2028	2029
Choate Pkwy Median	$ 500,000				
Downtown Recreation Center/Drainage & Land	$ 10,000,000				
Downtown Square Reconstruction	$ 400,000	$ 1,600,000	$ 1,500,000		
Earthman Park	$ 205,700				
Koch Park Master Plan			$ 50,000	$ 50,000	
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	
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		
Wilson Creek Park - Phase I	$ 12,200,000				
Wilson Creek Park - Phase II	$ 500,000	$ 6,500,000	$ 12,000,000		
TOTALS	**$ 42,125,700**	**$ 17,600,000**	**$ 23,050,000**	**$ 1,550,000**	**$ -**

FUNDING SOURCES	FY 25 BUDGET	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
Bond Funds	$ 29,520,000	$ 14,500,000	$ 8,000,000		
CDC Bond Funds	$ 10,000,000		$ 12,000,000		
Park Fees	$ 2,205,700	$ 1,500,000	$ 1,550,000	$ 1,550,000	$ -
TIRZ #11	$ 400,000	$ 1,600,000	$ 1,500,000		
TOTAL	**$ 42,125,700**	**$ 17,600,000**	**$ 23,050,000**	**$ 1,550,000**	**$ -**

Choate Pkwy Median

This project consists of landscaping and arterial street lighting along Choate Pkwy from the Collin County Outer Loop to Kinship Pkwy. In addition, the project consists of the installation of hard and soft surface elements in the median to stamped and stained concrete at the nose of median islands, mow curbs, landscape plantings, and irrigation.

Downtown Recreation Center/Drainage & Land

This project will fund the purchase of land for a Downtown Recreation Center. In FY 2025, this land will be used to create a detention pond for downtown to help facilitate adequate drainage. The project is projected to need approximately 30 acres.

Downtown Square Reconstruction

The Downtown Square Reconstruction project will be the redevelopment of the Downtown Square bordered by S. Ohio Dr, W. Walnut St, S. Colorado Dr, and W. Pecan St. The first phase of this project will be the development of a master plan to identify community needs and desires.

Earthman Park

Earthman Park is a 114-acre park located on the southwest corner of the intersection of Smiley Rd and Carey Rd in Denton County. The park will be the future location of a Recreation Center, Library, and Community Center in the future. This project will provide for field development to allow sports practice to occur. The improvements will be focused on multi-use field development only.

Koch Park Master Plan

Koch Park is located along Choate Pkwy between Coit Rd and Roseland Pkwy. The 90-acre park is located east of Wilson Creek Estates and west of Mustang Lakes. The land will be located immediately west of a future Celina ISD elementary campus. This project will master plan this park for future development.

Old Celina Park Field Turf Conversion

The south baseball complex at Old Celina Park is grass fields. This project will convert the existing grass field to artificial turf to match the north baseball complex. This project will be completed annually until all four fields have been upgraded. FY 2025 will fund Field 1 turf replacement.

Ousley Park – Phase II

The Ousley Park Trail and Stream restoration will construct a 12-foot-wide concrete trail extending from Preston Rd to Ash St. The project also includes stream restoration along Doe Branch Creek within the concrete trail limits. This project is being developed as part of the approved Ousley Park Master Plan.

Ousley Park – Phase III-B

The deconstructed pavilion will take the old indoor athletic training area for Celina ISD located at 503 E. Pecan St and convert the existing 8,000-square-feet structure into an open-air pavilion, restrooms, and concession facility. This project is being developed as part of the approved Ousley Park Master Plan.

Ousley Park – Phase IV

This project will construct the remainder of Ousley Park. This phase will include a splash pad, large entry fountain feature, structured and natural playgrounds, open-air pavilion, pedestrian bridges, memorial walk, dog parks, pickleball courts, and parking. This project is being developed as part of the approved Ousley Park Master Plan.

Wilson Creek Park - Phase I

Wilson Creek Park is a 100-acre park located at the northwest corner of Sunset Blvd and Roseland Pkwy within the Parks of Wilson Creek subdivision. This park is currently undeveloped and will be constructed in multiple phases. Phase I of the project consists of the design and construction of approximately 40 acres of Wilson Creek Park to include two multi-use sports fields complexes, a pond, irrigation, and the first two lanes of the Wilson Creek Park driveway. This phase of the project also includes floodway reclamation and coordination with USACE. This project development will follow the approved Wilson Creek Park Master Plan.



Wilson Creek Park – Phase II

Wilson Creek Park Phase II will develop an additional 20 acres of the park. Phase II park amenities will include lighted baseball fields, restroom and concession buildings, and field lighting. This project development will follow the approved Wilson Creek Park Master Plan.

PUBLIC SAFETY





CIP 5-YEAR-PUBLIC SAFETY	2025	2026	2027	2028	2029
Emergency Sirens	$ 250,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Fire Station #4 - Ambulance	$ 600,000				
Fire Station #4 - Building	$ 9,000,000				
Fire Station #4 - Fire Truck	$ 2,000,000				
Fire Station #5 - Ambulance					$ 750,000
Fire Station #5 - Building					$ 1,260,000
Fire Station #5 - Fire Truck				$ 2,000,000	
Fire Truck #2 - Ladder			$ 3,500,000		
Permanent Fire Station #2		$ 1,980,000		$ 13,200,000	
Secondary Fire Station #1 - Fire Truck			$ 2,000,000		
TOTALS	**$ 11,850,000**	**$ 2,080,000**	**$ 5,600,000**	**$ 15,300,000**	**$ 2,110,000**

FUNDING SOURCES	FY 25 BUDGET	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
Bond Funds	$ 11,600,000	$ 1,980,000	$ 5,500,000	$ 15,200,000	$ 2,010,000
Integrity Fund	$ 250,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
TOTAL	**$ 11,850,000**	**$ 2,080,000**	**$ 5,600,000**	**$ 15,300,000**	**$ 2,110,000**

Emergency Sirens

The City will install emergency sirens in select locations throughout the City of Celina and are designed to be heard outdoors only. Emergency sirens are used to notify the public of significant weather events. Sirens are installed to provide a two-mile warning radius, and the final location of the sirens is dependent upon engineering design and necessity. This project includes the design and installation of approximately four emergency sirens.

Fire Station #4 – Ambulance

This project will fund an ambulance vehicle and supplies for emergency response services associated with Fire District #4. The purchase of this ambulance will be completed in coordination with the construction of Fire Station #4.

Fire Station #4 - Building

The design and construction of a 12,000-square-foot fire station to serve Fire District #4. The station will include three apparatus bays, sleeping quarters for 10 firefighters and a station officer, a fueling center for equipment, and secure parking. This project will also include the construction of a fire training tower. Fire Station #4 will serve residents on the east side of town located in Bluewood, Carter Ranch, Lilyana, Mustang Lakes, Parks of Wilson Creek, and Wilson Creek Estates.

Fire Station #4 – Fire Truck

This project will fund a fire truck and supplies needed for emergency response services in Fire District #4. The purchase of this fire truck will be completed in coordination with the construction of Fire Station #4.

Fire Station #5 – Ambulance

This project will purchase an ambulance and the necessary supplies for emergency response services associated with Fire District #5. The purchase of this ambulance will be completed in coordination with the construction of Fire Station #5.

Fire Station #5 - Building

This project includes the cost for the design and construction of the future Fire Station #5 to serve the northern portion of Fire District #5. The design and construction of a 12,000-square-foot Fire Station 5. The station will include three apparatus bays, sleeping quarters for eight firefighters and a station officer, a fueling center for equipment, and secure parking.

Fire Station #5 – Fire Truck

This project will purchase a fire truck and the supplies necessary for emergency response services in Fire District #5. The purchase of this fire truck will be completed in coordination with the construction of Fire Station #5.

Fire Truck #2 – Ladder

Secure a secondary fire truck and the necessary supplies to provide ladder-tiller needs required for emergency response services in Fire District #1.

Permanent Fire Station #2

The City of Celina constructed Fire Station #2 at Light Farms as a single-company, temporary fire station. This station was always intended to be temporary to serve as a placeholder until Fire Station 2 was constructed. Fire Station #2 will be a double-company fire station intended to respond to incidents on the North Dallas Tollway. This project will fund the design and construction of a 22,000-square-foot fire station to serve Fire District #2. The station will include five apparatus bays, sleeping quarters for 16 firefighters, a station officer, and a battalion chief, and secure parking. Funds for the buildout of Fire Station #2 will increase the response capacity within Fire District #2. The existing Fire Station #2 will be repurposed as an operations and logistics center for the fire department.

Secondary Fire Station #1 – Fire Truck

Purchase of secondary fire truck at Fire Station #1. This purchase will help maintain service levels and response times in Fire District #1.



INFORMATION TECHNOLOGY



CIP 5-YEAR-INFORMATION TECHNOLOGY	2025	2026	2027	2028	2029
Annual Fiber IT Allocation	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
Audio/Visual Refresh	$ 170,000		$ 130,000	$ 40,000	$ 580,000
Camera Refresh	$ 200,000	$ 150,000			$ 270,000
CID Storage Refresh					$ 300,000
City Council Chambers Tech Upgrade	$ 250,000	$ 250,000			
Data Center Refresh				$ 1,500,000	
Downtown WiFi Expansion	$ 500,000				
IT Enterprise - Facilities Upgrades	$ 400,000	$ 300,000	$ 300,000	$ 300,000	$ 300,000
Network/Firewall Refresh			$ 1,250,000	$ 1,250,000	
Primary Data Center Refresh			$ 1,500,000		
Traffic Management Center				$ 2,000,000	
Wireless Network Refresh				$ 411,234	
TOTALS	**$ 3,020,000**	**$ 2,200,000**	**$ 4,680,000**	**$ 7,001,234**	**$ 2,950,000**
FUNDING SOURCES	**FY 25 BUDGET**	**FY 26 BUDGET**	**FY 27 BUDGET**	**FY 28 BUDGET**	**FY 29 BUDGET**
Bond Funds	$ 2,000,000	$ 1,500,000	$ 4,250,000	$ 6,661,234	$ 2,070,000
Technology Fund	$ 1,020,000	$ 700,000	$ 430,000	$ 340,000	$ 880,000
TOTAL	**$ 3,020,000**	**$ 2,200,000**	**$ 4,680,000**	**$ 7,001,234**	**$ 2,950,000**

Annual Fiber IT Allocation

As Celina expands its critical infrastructure, the requirement for reliable communications to water, wastewater, and public safety facilities is becoming a critical component. This project will continue with regular expansions of the City's fiber network to connect fire stations, city, water, and wastewater facilities.

Audio/Visual Refresh

Audio/Visual Refresh Project will replace end of life and end of support Audio/Visual and conferencing equipment used throughout the City. Each facility utilizes Audio/Visual systems to host meetings both physically and virtually for efficient collaboration and training. This project will include the procurement and installation of various Audio/Visual systems throughout the City.

Camera Refresh

This project allows the City to replace and retire end of life security cameras at various city facilities. This will also enable the City to consolidate multiple disparate security systems into a single unified platform. This upgrade will enhance the ability for first responders to have access to City cameras during critical events.

Criminal Investigations Division Storage Refresh

As technology is becoming more prevalent, the use of electronics in criminal activity is increasing drastically. This project will replace and expand the storage used by police for digital evidence collected during investigations. By replacing the end of life and end of support hardware, the City will protect its ability to retain critical digital evidence.

City Council Chambers Technology Upgrade

This project will replace the existing projector and camera system in the City Council Chambers. The current project system is loud and requires a heavy fan to operate which makes it difficult for participants to hear. This project will convert from a projection system to an LED display system.

Data Center Refresh

The City of Celina maintains a Data Center that houses all internal servers and communications. As technology evolves, existing equipment will need to be upgraded accordingly. The City has all server equipment on a five-year replacement schedule.

Downtown Wi-Fi Expansion

The Downtown Wi-Fi expansion will extend coverage beyond the Square to include additional areas of Celina's *Life Connected.* free public Wi-Fi within Downtown Celina. This expansion will allow more residents and visitors to enjoy access and connection to high-speed internet while in Downtown.

IT Enterprise – Facilities Upgrades

The core infrastructure within the Information Technologies framework requires replacement and upgrades over time. The facilities upgrades and replacements are specific purchases for network switches, Audio/Visual equipment, access control, network equipment and cameras.

Network/Firewall Refresh

The Network Switch and Firewall Refresh Project will replace end of life and end of support for networking equipment used throughout the City. Each facility utilizes network switches to connect computers, phones, wireless access points, cameras, and numerous other devices to each other. This project will include the procurement and installation of network switches and firewalls that are the core of technology communications within the City.

Primary Data Center Refresh

Maintaining and extending the City's operational capacity to deliver services to its residents. This project will replace and refresh end of life / end of support servers and networking equipment used at the City's primary data center. This project will include the procurement and installation of new servers, storage, and network switches.

Traffic Management Center

As the City grows, the need to monitor traffic operations will increase. This project provides funds to start the design of a future Traffic Operations Center. The center will provide real-time data on traffic flow and conditions that can be shared internally or with outside agencies. Traffic signals, cameras, and driver feedback signs are elements that could be included in this project.

Wireless Network Refresh

The Wireless Network Refresh Project will replace end of life and end of support for wireless networking equipment used throughout the City. Each facility utilizes wireless access points to provide wireless connectivity to City staff and visitors. This project will include the procurement and installation of wireless access points across all City facilities.



ROADWAY

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			
2026 Annual Street Maintenance		$ 4,000,000			
2027 Annual Street Maintenance			$ 4,000,000		
2028 Annual Street Maintenance				$ 6,000,000	
2029 Annual Street Maintenance					$ 6,500,000
Arizona Dr Improvements	$ 2,700,000				
Ash St - Preston Rd to Oklahoma Dr	$ 2,100,000				
Construction Equipment	$ 556,682				
Carey Rd - Smiley Rd to Legacy Rd		$ 4,000,000			
Choate Pkwy - Coit Rd to Roseland Pkwy					$ 1,595,991
Choate Pkwy - Kinship Pkwy to Coit Rd					$ 1,955,325
Coit Rd - 1400 FT North of Frontier Pkwy	$ 1,300,000				
Coit Rd - ChoatePkwy to Collin County Outer Loop	$ 3,000,000				
Coit Rd - J. Fred Smith Pkwy to GA Moore Pkwy	$ 3,100,000	$ 2,000,000			
Coit Rd Resurfacing	$ 3,200,000				
County Road 53 - Doe Creek to Railroad				$ 2,100,000	
County Road 106 - Preston Rd to Public Works			$ 1,310,266	$ 2,102,656	
DNT Intersection Improvements	$ 4,250,000	$ 2,250,000	$ 12,000,000		
Doe Branch Blvd - DNT to CR 50	$ 2,100,000				
Glendenning Pkwy - DNT to Preston Rd					$ 1,000,000
Glendenning Pkwy - FM428 to Smiley Rd					$ 466,133
Hillside Dr - Maryland Dr to Cul-De-Sac	$ 1,500,000				
J. Fred Smith Pkwy - DNT to Legacy Dr					$ 1,726,628
J. Fred Smith Pkwy - FM 455 to Celina Pkwy					$ 1,052,474
J. Fred Smith Pkwy - Legacy Dr to FM 455					$ 1,543,541
J. Fred Smith Pkwy - Preston Rd to Coit Rd	$ 2,065,536	$ 2,555,000	$ 3,426,123		
Kristina Court	$ 1,200,000				
Legacy Dr - GA Moore Pkwy to Celina Pkwy					$ 3,844,191
Legacy Dr - Collin County Outer Loop to Carey Rd	$ 3,000,000				
Legacy Dr - Carey Rd to Clear Creek Pkwy		$ 10,000,000			
Legacy Dr - Celina Pkwy to Louisiana Dr		$ 3,800,000			
Lynn Stambaugh Pkwy - Preston Rd to Coit Rd		$ 1,020,000			
Malone St - Preston Rd to Louisiana Dr		$ 5,500,000			
Marilee Rd Asphalt Improvements - Preston Rd to DNT		$ 3,500,000			
O'Brien Dr - DNT to N Legacy Dr			$ 713,611	$ 7,136,110	
Oklahoma Dr - Pecan St to Malone St	$ 2,200,000				
Parvin Rd - FM 1385 to DNT		$ 5,000,000	$ 5,000,000		
Preston Rd Right Turn Lanes	$ 500,000	$ 500,000	$ 500,000	$ 500,000	$ 500,000
Reimbursement for Preston 450	$ 1,100,000				
Roseland Pkwy - Sunset to Big Bend Lane	$ 1,500,000				
School Zones	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
Stallcup - Preston Rd to Serenade		$ 3,173,877	$ 2,426,123		
Street Construction	$ 3,000,000				
Traffic Signals	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000
TOTALS	**$ 42,897,218**	**$ 47,823,877**	**$ 29,576,123**	**$ 18,038,766**	**$ 20,384,283**

FUNDING SOURCES	FY 25 BUDGET	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
Bond Funds	$ 14,500,000	$ 43,548,877	$ 27,876,123	$ 16,338,766	$ 18,684,283
Roadway Impact Fees	$ 13,040,536	$ 2,575,000	$ -	$ -	$ -
Roadway Capital Fees	$ 10,300,000	$ 200,000	$ 200,000	$ 200,000	$ 200,000
Street Construction Fund	$ 5,056,682	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
TOTAL	**$ 42,897,218**	**$ 47,823,877**	**$ 29,576,123**	**$ 18,038,766**	**$ 20,384,283**

2025 Annual Street Maintenance

The 2025 Annual Street Maintenance consists of the streets with the subdivision of DC Ranch. The roadways will receive either a full-depth reclamation (FDR) or a mill and overlay of the existing asphalt street depending on the roadway conditions. The project will also include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection.

2025 Roadway Impact Fee Study

The City collects roadway impact fees to fund the construction of infrastructure. Chapter 395 of Texas statues requires that municipalities with impact fee programs update their impact fee studies every five years. The implementation of impact fees allows the City to shift a portion of the burden of paying for new facilities onto new development. Impact fee studies operate on a 10-year planning window.

2026 Annual Street Maintenance

The 2026 Annual Street Maintenance consists of repair to the following streets:

- S. Louisiana St from Walnut St to end of GD Property (FDR + Culvert Repair)
- Ash St from Oklahoma Dr to BNSF Railroad (FDR)
- E. Walnut St from N Arkansas St to S. Louisiana Dr (FDR)
- W. Ash St from Utah Dr to W of S. Alabama St tie into Concrete (FDR)
- S. Colorado St from W. Walnut St to 519 S. Colorado St (FDR)
- Lynn Stambaugh Pkwy from Preston Rd to Coit Rd (Mill and Overlay + FDR)

The project will also include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection.

2027 Annual Street Maintenance

The 2027 Annual Street Maintenance consists of repair to the following streets:

- Phase I of North Preston Lakes (FDR)
- S. Arizona Dr from Walnut St to W. Elm St (FDR)
- S. Illinois St from Walnut St to W. Elm St (FDR)

The project will also include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection.

2028 Annual Street Maintenance

The 2028 Annual Street Maintenance consists of repair to the following streets:

- CR 101 FM 455 to CR 130 (Joint Ownership Sections) (FDR)
- Phase II of North Preston Lakes (FDR)
- CR 970 from Dallas Pkwy to West End (FDR)

The project will also include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection.

2029 Annual Street Maintenance

The 2029 Annual Street Maintenance consists of repair to the following streets:

- Celina Rd from FM 428 to Smiley Rd (Convert existing gravel to asphalt)
- N. Illinois St from W. Walnut St to N. End (FDR)
- S. Illinois St from W. Walnut St to W. Elm St (FDR)
- S. Ohio St from W. Walnut St to S. End (FDR)

The project will also include crack sealing, concrete panel replacements, spot repairs to various asphalt roadways, sidewalk repairs, striping, and concrete panel lifting with foam injection.

Arizona Dr Improvements

This project will fund the design and reconstruction of Arizona St from Pecan St to Walnut St with subsurface utilities and concrete pavement. Drainage, sign, and pavement marking improvements will also be included in the project. Lighting and landscaping are not included in this project.

Ash St – Preston Rd to Oklahoma St

This project will include the design and construction of the final two lanes of concrete road with drainage, signage, and pavement marketing improvements on Ash St from Preston Rd to Oklahoma Dr as part of the development agreement with Celina Station. Lighting and landscaping will be included in this project.

Construction Equipment

In FY 2025, the City will fund the purchase of one-time construction equipment for the Streets Department including crack sealer, asphalt paver, and bucket truck.

Carey Rd – Smiley Rd to Legacy Rd

This project will include the design and construction of a two-lane concrete road with drainage, signage, and pavement marking improvements. No lighting and landscaping will be included in this project. This project will be a shared project between the City and the adjacent subdivision developer.

Choate Pkwy – Coit Rd to Roseland Pkwy

This project consists of the reconstruction of the existing road as a two-lane divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project. This project will be a shared project between the City and the adjacent subdivision developer.

Choate Pkwy – Kinship Pkwy to Coit Rd

This project consists of the reconstruction of the existing road as a two-lane divided primary arterial within the ultimate ROW of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

Coit Rd – 1400 FT North of Frontier Pkwy

This project consists of the expansion of the existing two-lane roadway to a four-lane primary arterial divided within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project. This project will be completed in conjunction with the Town of Prosper and the construction of Coit Rd from Frontier Pkwy south within the Town of Prosper.

Coit Rd – Choate Pkwy to Collin County Outer Loop

This project consists of the reconstruction of the existing two-lane asphalt roadway road as a four-lane divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping are not included in this project.

Coit Rd – J. Fred Smith Pkwy to GA Moore Pkwy

This project consists of the reconstruction of the existing road as a two-lane divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and paving marking improvements will be a part of this project. Lighting and landscaping will take place at a later date. This project will be done in conjunction with the Ramble Development.

Coit Rd Resurfacing

This project includes an asphalt resurfacing of Coit Rd in three segments. These segments are County Road 100 from Preston Rd to County Road 97, County Road 90 from County Road 92 to County Road 98, and County Road 97 from Lynn Stambaugh Pkwy to County Road 134.

County Road 53 – Doe Creek to BNSF Railroad Tracks

The project entails widening and improving County Road 53 surface from gravel to concrete west of the BNSF railroad tracks to the edge of the floodplain along Doe Branch Creek.

County Road 106 – Preston Rd to Public Works Building

This project consists of the reconstruction of the existing two-lane asphalt roadway as a two-lane undivided collector. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included

Dallas North Tollway (DNT) Intersection Improvements

The initial phase of this project includes traffic signal studies, as well as design and installation of traffic signals along the North Dallas Pkwy at Light Farms Way, Punk Carter Pkwy, Collin County Outer Loop, and FM 428. This project also includes the construction U-turn lanes at each intersection and additional pavement width not within the scope of the North Texas Toll Authority (NTTA) DNT project.

Doe Branch Blvd – Dallas North Tollway (DNT) to County Road 50

This project consists of the construction of the first two lanes of a four-lane divided primary arterial. Right-of-way acquisition, drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project. This project will be a shared project between the City and the adjacent subdivision developer.

Glendenning Pkwy - Dallas North Tollway (DNT) to Preston Rd

This project will include the reconstruction of the existing two-lane asphalt road into a four-lane divided primary arterial within the ultimate row of a six-lane divided arterial. This project will include right-of-way acquisition, drainage, bridge, and sign and pavement markings. Lighting and landscaping will occur as part of a separate project. This project will be a shared project between the City and Texas Department of Transportation (TxDOT).

Glendenning Pkwy - FM 428 to Smiley Rd

This project is to convert the existing Glendenning Pkwy from a gravel to a two-lane asphalt road. The project will span from FM 428 to Smiley Rd. Some drainage and signage will be included in the project. Lighting and landscaping will not be included in the project.

Hillside Dr - Maryland Dr to Cul-De-Sac

This project will consist of the design and full reconstruction of the existing concrete roadway beginning at Maryland and extending to the north end of the existing cul-de-sac.

J. Fred Smith Pkwy – Dallas North Tollway (DNT) to Legacy Dr

This project consists of the design and construction of the 3rd and 4th concerete lanes within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

J. Fred Smith Pkwy – FM 455 to Celina Pkwy

This project consists of the design and construction of a new two-lane concrete divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

J. Fred Smith Pkwy – Legacy Dr to FM 455

This project consists of the design and construction of a two-lane concrete divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

J. Fred Smith Pkwy – Preston Rd to Coit Rd

This project consists of the design and reconstruction of the existing road as a two-lane concrete divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage and pavement marking improvements will be part of this project. Lighting and landscaping are not included in this project.

Kristina Court

This project will include the design and construction of a two-lane concrete road with drainage, signage, and pavement marking improvements. No lighting and landscaping will be included in this project. This project will be a shared project between the City and the adjacent subdivision developer.

Legacy Dr – GA Moore Pkwy to Celina Pkwy

This project consists of the design and construction of a new four-lane concrete divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

Legacy Dr – Collin County Outer Loop to Carey Rd

This project consists of the design and reconstruction of the existing road as a two-lane concrete divided primary arterial within the ultimate right-of-way of a six-lane divided arterial. This project will fund drainage, signage, and paving marking improvements will be a part of this project. Lighting and landscaping are not included in this project.

Legacy Dr - Carey Rd to Clear Creek Pkwy

This project will fund the construction of a three-lane bridge to cross Doe Branch north of Honey Creek Way and two lanes of concrete from the north end of the bridge to Carey Rd.

Legacy Dr – Celina Pkwy to Louisiana Dr

This project will fund the design and construction of a two-lane divided arterial within the ultimate right-of-way of a six-lane divided arterial.

Lynn Stambaugh Pkwy - Preston Rd to Coit Rd

This project consists of the full-depth reclamation of the existing asphalt roadway on County Road 94 from Preston Rd to Coit Rd.

Malone St - Preston Rd to Louisiana Dr

This project consists of the design and reconstruction of the current road to be a two-lane concrete road including necessary drainage, signage, and pavement marking improvements. Lighting and landscaping will be a part of a separate project.

Marilee Rd Asphalt Improvements - Preston Rd to Dallas North Tollway (DNT)

This project consists of the full-depth reclamation of the existing asphalt roadway on Marilee Rd from Preston Rd to Dallas Pkwy. This project will be shared with the City of Gunter, Grayson County, Collin County, City of Celina, and the adjacent subdivision developers.

O'Brien Dr - Dallas North Tollway (DNT) to N Legacy Dr

This project consists of the design and construction of the final two-lanes of the divided minor arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will be included in the project.

Oklahoma Dr – Pecan St to Malone Rd

This project will include the design and construction of Oklahoma Dr from Pecan St to Malone Dr. The project will replace the existing asphalt roadway construction with two concrete lanes and associated drainage, signage, and pavement marking improvements. Lighting and landscaping along Oklahoma Dr will be included in this project.

Parvin Rd - FM 1385 to Dallas North Tollway (DNT)

This project consists of the design and reconstruction of the existing asphalt road as a four-lane divided primary arterial within the ultimate row of a six-lane divided arterial. This project may be divided into multiple projects pending funding availability.

Preston Rd Right Turn Lanes

The Preston Rd right turn lanes will be an annual implementation of funding for the construction of needed right turn lanes along Preston Rd between Frontier Pkwy and Legacy Dr.

Reimbursement for Preston 450

This funding will provide for reimbursement funds for off-site roadway improvements associated with the construction of roadway improvements related to the Preston 450 development.

Roseland Pkwy from Sunset Blvd to Big Bend Ln

This project consists of the construction of a new four-lane undivided minor arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project. This project will be a shared project between the City and the adjacent subdivision developer.

School Zones

This project will provide an annual allocation of funding to install reduced speed zone and additional school traffic control for the projected two-to-three new schools within the City. These projects will serve both Prosper ISD and Celina ISD and will developed in coordination with the school districts.

Stallcup Blvd – Preston Rd to Serenade Development

This project consists of the construction of a new two-lane divided minor arterial with the ultimate row of a four-lane divided arterial. Drainage, signage, and pavement markings will be included in the project. Lighting and landscaping will not be included in the project.

Street Construction

This project will provide funding for additional roadway projects with the city of Celina. These projects could result from an unexpected issue that arises through the year or could be a partnership between the city of Celina and a developer to facilitate a new roadway construction or possible reconstruction

Traffic Signals

This project will be an annual funding to construct two traffic signals within the City. The funding will include the full construction of the traffic signal. If TxDOT constructs the traffic signal, the City will be responsible for the cost of powder coating, illuminated name blades, and Opticom. The final location of the traffic signals will be determined based on traffic demands.



CAPITAL IMPROVEMENT PROJECTS 2025-2029

ENTERPRISE PROJECTS

WATER/WASTEWATER
STORMWATER

WATER/WASTEWATER



	CIP 5-YEAR-WATER	2025	2026	2027	2028	2029
+	Celina Road Ground Storage Tank #2			$ 8,000,000	$ 8,000,000	
+	Celina Road Pump Station - 25 MGD to 35 MGD			$ 2,000,000	$ 21,500,000	
+	Dallas Pkwy - Celina Rd to J. Fred Smith Pkwy 54" WL			$ 11,350,000		
+	Dallas Pkwy - Punk Carter Pkwy to Avilla 12" WL				$ 200,000	$ 2,500,000
+	Decommissioning of Downtown Pump Station			$ 1,000,000		
	Downtown Sewer Improvements	$ 750,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
	Downtown Sewer - Preston Rd to Louisiana Dr				$ 4,000,000	
+	Downtown Water Improvements	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
	Downtown Water Reclamation Facility Phase II	$ 20,000,000	$ 30,800,000			
+	Frontier Pkwy - Preston Rd to Coit Rd 12" WL	$ 2,150,000				
+	Glendenning Pkwy - Celina Rd Pump Station to Celina Pkwy 54" WL	$ 1,800,000				
+	Glendenning Pkwy - Dallas Pkwy to Preston Rd - Relo of 12" and 13" WL	$ 5,700,000				
+	Glendenning Pkwy - DNT to FM 428 54" WL			$ 2,000,000		
+	J. Fred Smith Pkwy - Preston Rd to Coit Rd 24" WL				$ 4,207,060	
+	Kristina Court - 8" WL	$ 500,000				
	Legacy Hills Water Reclamation Facility		$ 10,000,000	$ 20,000,000	$ 10,000,000	
	Parallel Doe Branch Interceptor			$ 10,000,000	$ 6,250,000	$ 6,250,000
	Parkside Lift Station Improvements				$ 1,000,000	
	Parvin WRF - Land Purchase	$ 4,000,000				
	Rainwater Oversize	$ 500,000				
	Ramble Oversize	$ 2,900,000				
	Rasor Sewer Interceptor	$ 2,500,000				
+	Robinson Dr - Coit Rd to Custer Rd 24" WL				$ 892,940	$ 4,800,000
+	Southeast Ground Storage Tank	$ 7,500,000	$ 6,500,000	$ 1,500,000		
+	Southeast Pump Station and Transmission Line	$ 22,000,000	$ 22,000,000			
+	Update CCN Acquisition from Marilee/Mustang	$ 1,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000	$ 2,000,000
+	Uptown Elevated Storage Tank	$ 1,500,000		$ 13,050,000		
	Utility Oversizing	$ 700,000				
	TOTALS	**$ 74,500,000**	**$ 73,300,000**	**$ 72,900,000**	**$ 60,050,000**	**$ 17,550,000**

	FUNDING SOURCES	FY 25 BUDGET	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
	Bond Funds	$ 57,150,000	$ 61,300,000	$ 60,900,000	$ 51,800,000	$ 9,300,000
	Developer Contributions	$ 5,700,000	$ -	$ -	$ -	$ -
	Sewer Capital Fees	$ 750,000	$ 11,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
	Utility Impact Fees	$ 8,100,000	$ -	$ 10,000,000	$ 6,250,000	$ 6,250,000
	Water Capital Fees	$ 2,800,000	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
	TOTAL	**$ 74,500,000**	**$ 73,300,000**	**$ 72,900,000**	**$ 60,050,000**	**$ 17,550,000**

\+ ***Denotes Water Projects***

Celina Rd Ground Storage Tank #2

This project includes the construction of an additional six million gallons per day ground storage tank at Celina Rd Pump Station. The proposed project will provide additional storage capacity to serve future growth in the low-pressure plane and high-pressure plane. The project will be completed in coordination with the 54" water line along Glendenning Pkwy from Celina Rd Pump Station to Dallas Pkwy, the increased pumping capacity at Celina Rd Pump Station, and the new Upper Trinity Regional Water District delivery point.

Celina Rd Pump Station from 25 MGD to 35 MGD (Building 2)

This project includes a new 20 million gallons per day firm capacity pump station at the Celina Rd Pump Station Site. The proposed project will provide additional pumping capacity to serve future growth in the low-pressure plane and supply the Sunset Pump Station and Ground Storage Tank. This project is designed in coordination with a 54-inch water line along Glendenning Parkway from Celina Rd Pump Station to Dallas Pkwy, the new 6 million gallons per day ground storage tank, and the new Upper Trinity Regional Water District delivery point.

Dallas Pkwy - Celina Rd Pump Station to J. Fred Smith Pkwy – 54" Water Line

This project will fund right-of-way acquisition and construct a 54" water line on Dallas Pkwy from the Celina Rd Pump Station to J. Fred Smith Pkwy. This project will provide additional water supply to the northwest section of the City.

Dallas Pkwy - Punk Carter to Avilla 12" Water Line

This project includes the construction of a 12-inch water line along Dallas North Tollway from Punk Carter Pkwy to the Light Farms elevated storage tank. The proposed project will provide additional capacity to serve future growth in the southern area of the low-pressure plane and provide additional supply to the Light Farms elevated storage tank.

Decommissioning of the Downtown Pump Station

This project includes the decommissioning of the Downtown Pump Station. The construction of Sunset Pump Station and associated projects will supply the High-Pressure Plane and replace the Downtown Pump Station. The Downtown Pump Station is being decommissioned because it does not operate well long term being an in-line booster due to suction pressures associated with in line booster pump stations without ground storage.

Downtown Sewer Improvements

The Downtown Sewer Project S41 will upsize a series of undersized gravity sewer lines in the Downtown area beginning at Preston Rd and extending west toward the Downtown Treatment Plant. The project includes 1,390 feet of 18" line, 7,740 feet of 24" line, 1,520 feet of 30-inch line, and 30-feet of 36" line.

Downtown Sewer - Preston Rd to Louisiana Dr

This project will upsize a series of undersized gravity sewer lines in the Downtown area beginning at Preston Rd and extending west toward the Downtown treatment plant. The project includes 1,390 feet of 18" line, 7,740 feet of 24" line, 1,520 feet of 30" line, and 30 feet of 36" line.

Downtown Water Improvements

This project includes an annual allocation for improvements to the Downtown water system. Projects could include installation of new water lines, replacements of old water lines, or a combination of both. The projects are identified annually based on needed repairs, ancillary projects, or system improvements.

Downtown Water Reclamation Facility (WRF) Phase II

The existing Wastewater Treatment Plant (WTP) can serve a treatment capacity of 0.95 million gallons per day (MGD). This project will expand the existing treatment capacity from 0.95 MGD to 2.0 MGD. The impact fee study identified an expansion of the Downtown treatment plant to 5.0 MGD by 2030. This project has been identified as 1A. The remaining four expansions will be in 1.0 MGD increments and will be label 1B (3.0 MGD), 1C (4.0 MGD) and 1D (5.0 MGD).

Frontier Pkwy - Preston Rd to Coit Rd 12" Water Line

This project will replace the existing 6" water line with a 12" water line along Frontier Pkwy from east of Preston Rd to Coit Rd. This project is being completed due to the widening of Frontier Pkwy (FM 1461) from Preston Rd to Custer Rd by TxDOT.

Glendenning Pkwy - Celina Rd Pump Station to Celina Pkwy 54" Water Line

This project is for the installation of a 54" water line along Glendenning Pkwy from Celina Rd Pump Station (CRPS) to Celina Pkwy (FM 428). This project will connect to the 54" water line constructed as part of the Southeast Pump station project. This project is designed in coordination with the increased pumping capacity at Celina Rd Pump Station, the new 6-million-gallon ground storage tank at the CRPS, and the new Upper Trinity Regional Water District delivery point.

Glendenning Pkwy - Dallas Pkwy to Preston Rd - Relo of 12" and 13" Water Line

This project is for the relocation of two existing water lines on Glendenning Pkwy (FM 428) between DNT and Preston Rd. This relocation is necessitated by the realignment of Glendenning Pkwy (FM 428) from Dallas Parkway to Preston Rd.

Glendenning Pkwy - Dallas North Tollway (DNT) to FM 428 54" Water Line

Development along DNT will increase, which will cause the water demand to the east of DNT to also increase. This water line will help increase the service capacity substantially to the east of DNT.

J. Fred Smith Pkwy - Preston Rd to Coit Rd 24" Water Line

This project includes the construction of a 24" water line on J. Fred Smith Pkwy from Preston Rd to Coit Rd to provide additional redundancy to serve the high-pressure plane located east of Preston Rd.

Kristina Court – 8" Water Line

This project is for the design and construction of an 8" water line along Kristina Ct and will connect to the existing 8" water line located in North Preston Lakes subdivision. This project will be completed in coordination with the development of the adjacent subdivision and is per the development agreement between the City of Celina and Celina 289 Holding, LLC executed by City Council in December 2022.

Legacy Hills Water Reclamation Facility (WRF)

This project is the design and construction of an additional treatment capacity at the existing Legacy Hills WRF. The existing plant was constructed in 2024 and designed to serve 0.95 million gallons per day. Due to the continued growth of the Legacy Hills subdivision and the continued expansion of the Little Elm Creek and Honey Creek sewer basins, additional capacity is needed at the Legacy Hills WRF. This project will expand the treatment capacity from 0.95 MGD to 2.0 MGD.

Parallel Doe Branch Interceptor – Parvin Rd to Legacy Dr

The parallel Doe Branch interceptor is a series of sewer lines that will begin at Parvin Rd and extend to the Frontier Pkwy lift station on the east side of town. The project is broken down into four phases Parvin Rd to Legacy Dr (15A), Legacy Dr to Preston Rd (15B), Preston Rd to Coit Rd (15C), and Coit Rd to Frontier lift station (15D). The total project will installation 31,320 linear feet (LF) of wastewater lines between 36" and 48". This project consists of the design and installation of approximately 1,500 LF 36", 3,600 LF of 42" and 13,800 LF 48" gravity sewer associated interconnects. The FY 2025 project includes the design of the phase of the project from Parvin Rd to Legacy Dr in coordination with the development of the adjacent subdivision.

Parkside Lift Station Improvements

The Parkside Lift Station Improvements will upsize 1,670 linear feet of existing 8" sewer line to 12" gravity sewer line. This project will expand the capacity of the existing lift station to 1.5 million gallons per day, and will upsize the existing 6" force main to 3,170 LF 8" force main.

Parvin Wastewater Reclamation Facility (WRF) - Land Purchase

The City of Celina purchased approximately 47 acres of land in 2024 to preserve the land for a possible wastewater treatment plant.

Rainwater Oversize

The project includes an allocation of funding for the installation of oversize sewer lines with the Rainwater subdivision. All projects are identified in the Capital Improvement Master Plan. In FY 2025, the project will construct a four-million-gallon lift station and the installation of approximately 12,000 feet of 16" force main.

Ramble Oversize

The project includes an allocation of funding for the installation of oversize sewer lines within the Ramble subdivision per the infrastructure agreement approved by City Council in September 2024. All projects are identified in the capital improvement master plan. In 2025, the project will include the installation of approximately 8,500 feet of 30-inch gravity sewer line from BNSF railroad to Coit Rd.

Rasor Sewer Interceptor

Impact Fee Project 37 was the installation of a 1 million gallons per day package treatment plant. After evaluating the options, staff determined that utilizing the existing surplus capacity in the Legacy Hills sewer lines was a better solution. This project will construct approximately 5,500 feet of 12" wastewater pipeline from the future location of the Rasor WFR to connect to the existing oversized sewer piping within the Legacy Hills subdivision. The new interceptor will allow the sewer flow that will ultimately be treated by the Rasor WRF to be temporarily transported to and treated by the Legacy Hills WRF until such time that the Rasor WRF is constructed.

Robinson Dr - Coit Rd to Custer Rd 24" WL

This project will include the installation of a 24" water line along Robinson Dr. This water line will provide service to development toward the east side of Celina and ensure water service capacity meets the development as it arrives. This project will be completed in coordination with the subdivision developer per the development agreement.

Southeast Ground Storage Tank

This project includes the construction of a new 8 million gallons per day Ground Storage Tank on the proposed Southeast Pump Station site. This project is being completed in coordination with the Southeast Pump Station and 54" transmission line.

Southeast Pump Station and Transmission Line

This project consists of the construction of a new 25 million gallons per day (MGD) Pump Station on Glendenning Rd west of Coit Rd. This project includes design and construction. This project is being completed in coordination with the southeast ground storage tank and 54" transmission line. This project will also include the decommissioning of the existing Downtown Pump Station.

Update Certificate of Convenience and Necessity (CCN) Acquisition from Marilee/Mustang

This project is an annual allocation of funding for the acquisition of remainder of CCN from Mustang/Marilee through interlocal agreement approved by Celina City Council in November 2021 for $18,000,000 to be paid over 11 years. The City has paid $1,000,000 and there are 10 payments remaining.

Uptown Elevated Storage Tank

This project includes the construction of a new 3.0 million gallons per day elevated storage tank in the low-pressure plane along FM 455 in the Ranch of Uptown Development. The proposed project will provide additional storage capacity to serve future growth in the low-pressure plane.

Utility Oversizing

The project includes an allocation of funding for the installation of oversize utility projects within the City of Celina that have been identified in the capital improvement master plan. Oversizing projects are coordinated with the development of the adjacent property.

STORMWATER



CIP 5-YEAR-WASTEWATER	2025	2026	2027	2028	2029
Annual Maintenance Repairs	$ 750,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
DC Ranch Phase III Drainage Repairs	$ 300,000				
Parvin WFR - H&H Study	$ 450,000				
TOTALS	**$ 1,500,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**

FUNDING SOURCES	FY 25 BUDGET	FY 26 BUDGET	FY 27 BUDGET	FY 28 BUDGET	FY 29 BUDGET
Drainage Fees	$ 1,500,000	$ 750,000	$ 750,000	$ 750,000	$ 750,000
TOTAL	**$ 1,500,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**	**$ 750,000**

Annual Maintenance Repairs

This project includes an annual allocation for improvements to the drainage system throughout the City. Projects could include regrading existing drainage channels, the installation of new drainage pipes, the replacement of existing drainage culverts, or a combination of these projects. The projects are identified annually based on needed repairs, ancillary projects, or system improvements.

DC Ranch Phase III Drainage Repairs

This project will be the final project related to the agreement with the Celina City Council and the DC Ranch HOA executed in October 2020. The final project will include the construction of approximately 200 feet of an enclosed drainage system adjacent to 3075 Stampede Ln within the DC Ranch subdivision.

Parvin Wastewater Reclamation Facility (WRF) & Hydraulics and Hydrology (H&H) Study

This project will fund the required hydraulics and hydrology study associated with the construction of a possible water reclamation facility located near the intersection of Parvin Rd and Smiley Rd.

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