Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, DECEMBER 10, 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 a Consent to Assignment Agreement with NWC Tollway/Frontier, L.P.

B. Discussion regarding settlement with Apple Pavement

C. Discussion regarding the responsibility for drainage easement maintenance

D. Discussion regarding a Development Agreement for the CISD Administration Building for Temporary Parking

E. Discussion regarding a Development Agreement for Taylor Morrison Architecture

F. Discussion regarding PD 37 language for Ramble

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

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

H. Deliberation regarding the appointment, employment, evaluation, reassignment duties, discipline, or dismissal of a public officer or employee: Discussion of City Manager annual performance review

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

I. Discussion regarding Project Orange

J. Discussion regarding a business prospect generally located at 211 E. Pecan St.

K. Discussion regarding potential multisport center development

L. Discussion regarding potential development at a property generally located at Dallas Pkwy and County Road 54

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

M. Discussion regarding possible downtown land acquisition

N. Discussion of purchase of property at 516 S Oklahoma

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

O. Consider and act to authorize the acceptance of the purchase agreement with Seven R Frisco LLC and authorize the City Manager to execute necessary documents.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Recognition of the Citizens Police Academy graduates (Cullison)

B. Recognition of the Marketing Department for TFEA/IFEA Awards (Monaco)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Presentation of the Community Survey Report (Stovall)

B. Discussion regarding the Downtown Code (McAfee)

C. Discussion regarding Roadway Impact Fees (Glasgow)

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- November 12, 2024, 5:00 p.m.

B. Consider and act upon a Resolution approving an Investment Policy for the City of Celina. (Bromiley)

C. Consider and act to reject all bids relating to bid 2025-014 Pressure Plane Adjustments. (Berry)

D. Consider and act to award RFQ 2024-111 for Materials Testing to WSB LLC, Alpha Testing, Inc., Geotex Engineering, LLC, and Raba Kistner, Inc. (Berry)

E. Consider and act to award RFP 2025-005 for Construction Manager at Risk (CMAR) Services to Crossland Construction for the Fire Station #4 construction and to authorize an initial pre-construction services fee not to exceed $15,000.00. (Brawner)

F. Consider and act to authorize the execution of a contract with Roadway Asset Services to complete the FY 2025 Pavement Condition Index inspection through a cooperative contract with North Texas Share in an amount not to exceed $76,036.00. (Figueroa)

G. Consider and act to purchase a Rapid Deployment Vehicle (RDV) from The Armored Group to support emergency police operations, and emergency management and special events, through a cooperative agreement, in the amount not to exceed $152,400.00. (Cullison)

H. Consider and act to authorize the purchase of an Annual Integrated Pest Management service from TruGreen Commercial through a cooperative contract with BuyBoard in an amount not to exceed $80,198.00. (Walsh)

I. Consider and act to purchase Picnic Tables for the Parks and Recreation Department from BSN Sports through a cooperative contract with BuyBoard for an amount not to exceed $54,076.75. (Walsh)

J. Consider and act to purchase a prefabricated bathroom building for the Old Celina Park from Public Restroom Company through a cooperative contract with BuyBoard for an amount not to exceed $738,346.00. (Glasgow)

K. Consider and act to authorize a Microsoft Enterprise Agreement renewal from SHI through a cooperative contract with DIR (Contract DIR-CPO-5237) in an amount not to exceed $153,394.64 for 2025 and $183,394.64 for 2026. (Alexander)

L. Consider and act to authorize an amendment for the design of the Rasor Water Reclamation Facility in the amount of $229,910. (Glasgow)

M. Consider and act to approve Amendment 1 for the Dallas North Tollway (DNT) Conditional Letter of Map Revision (CLOMR) with Halff Associates, Inc., for an amount not to exceed $10,000.00. (Glasgow)

N. Consider and act to approve a Marketing Services Agreement with The Burdette Agency, Inc. DBA North Star Place Branding + Marketing for an amount not to exceed $90,000.00. (Satarino)

O. Consider and act to authorize the Legacy Drive Improvement Agreement between the City of Celina and Celina 75 for the construction of Legacy Drive between Celina Parkway and Louisiana Drive. (Brawner)

P. Consider and act on the Carey Road Improvement Agreement between PH Land Holdings, LLC, K. Hovnanian Homes and the City of Celina to construct Carey Road from Legacy Drive to McNabb Road. (Brawner)

Q. Consider and act upon a Resolution authorizing the purchase and installation of Flock Cameras within the City to enhance public safety and assist in law enforcement efforts in an amount not to exceed $23,100.00 for year one and $18,000.00 for year two, for a two-year estimated total of $41,100.00 and an estimated annual renewal thereafter of $18,000.00. (Cullison)

R. Consider and act upon a Resolution setting a public hearing date of January 14, 2025, to consider/discuss/act on the amendment of the Land Use Assumptions, Capital Improvements Plan, and maximum assessable fees for roadway impact fees. (Glasgow)

S. Consider and act to approve a Resolution adopting the Neighborhood Traffic Management Policy. (Glasgow)

T. Consider and act on an Ordinance amending Ordinance No. 2024-83 which adopted and approved the budget for fiscal year beginning October 1, 2024, and ending September 30, 2025, and make appropriations for each department, project, and account, by adopting an amended 2024-2025 budget for the City of Celina reallocating funds between accounts, attached hereto and incorporated into this Ordinance. (Bromiley)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 14 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction. (Lifeway Church - C-3 Expedited Annexation) (Mohan)

B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 14 acres to Community Facilities District (CF), generally located north of County Road 58 and approximately 325 feet west of County Road 59. (Lifeway Church – Zoning) (Mohan)

C. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 157 acres of Planned Development (PD) No. 26

with Single-Family, Detached District (SF-R) base zoning, and modified development standards; generally located north of future J Fred Smith Parkway and approximately 520 feet east of future Celina Parkway, within the City Limits. (G-Bar (Uptown) - PD Amendment) (McAfee)

IX. ACTION ITEM:

A. Consider and act upon appointment to fill a one year term on the Audit Committee. (Bromiley)

B. Consider and act to award bid 2025-010 for the reconstruction of Sunset Blvd from Preston Road (SH 289) to Coit Road to ANA Site Construction at the unit prices listed in the amount of $3,500,481.95 plus ten percent contingency in the amount of $350,048.20 for a total amount not to exceed $3,850,530.15. (Glasgow)

C. Consider and act upon a Resolution determining the costs of certain authorized improvements to be financed within Phases #8-9 of the Lakes at Mustang Ranch Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed assessment roll for Phases #8-9; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on January 14, 2025, to consider an ordinance levying assessments on property located within Phases #8-9 of the Lakes at Mustang Ranch Public Improvement District. (Kearney)

D. Consider and act upon a Resolution determining the costs of certain authorized improvements to be financed within Improvement Area #2 of the Edgewood Creek Public Improvement District; approving a preliminary amended service plan and assessment plan, including a proposed assessment roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on January 14, 2025, to consider an ordinance levying assessments on property located within Improvement Area #2 of the Edgewood Creek Public Improvement District. (Kearney)

E. Consider and act on Resolution casting votes for election of members to the Collin Central Appraisal District Board of Directors Election. (Stovall)

F. Consider and act on Resolution casting votes for election of members to the Denton County Central Appraisal District Board of Directors Election. (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

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Trevor Ludwyck
Date:	December 10, 2024
Re:	Presentation of the Community Survey Report

Action Requested:
Presentation of the Community Survey Report (Stovall)

Background Information:
The City of Celina partnered with Polco to conduct the 2024 Community Survey, building on the foundation established with the 2022 survey. This initiative was designed to gather resident feedback on key topics to help guide the City's decision-making and prioritize future initiatives.

In June, Polco mailed surveys to 3,800 randomly selected households in Celina, ensuring a scientifically valid sampling of the community. Following this phase, in July, the survey was made available to the public, providing all residents with an opportunity to share their perspectives. The survey closed at the end of July, and Polco has since completed a comprehensive analysis of the collected data.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Report

Financial Consideration:
N/A

Staff Recommendation:
N/A

2024 Community Survey

Karla Stovall
December 10, 2024



CONSULTANT SERVICES

- The City conducts our **Community Survey** once every two years.
- **In 2022**, the City began using Polco for this project. Their **benchmarking** feature allows for a better understanding of how the City's performance impacts the community over time.
- This type of survey also allows the City to compare its performance to neighboring cities over time.

THE CITY'S PROCESS

- **June 2024** – Polco mailed survey to 3,800 homes (random sample)
- **July 2024** – Released on social media of community-wide survey
- **August 2024** – Polco finalized survey results & conducted data analysis
- **December 2024** – Presentation of results to City Council

Presentation of Results

Tobin McKearin

Director of Data Science

Polco



Polco

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Celina, TX

The National Community Survey™

2024 Results

Polco

Civic Communication & Analytics Platform

Smarter, better-connected communities. A civic surveying, policy polling, and constituent communication tech platform.

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National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

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ICMA

NLC NATIONAL LEAGUE OF CITIES

CITIES STRONG TOGETHER

The NCS™ Facets of Community Livability



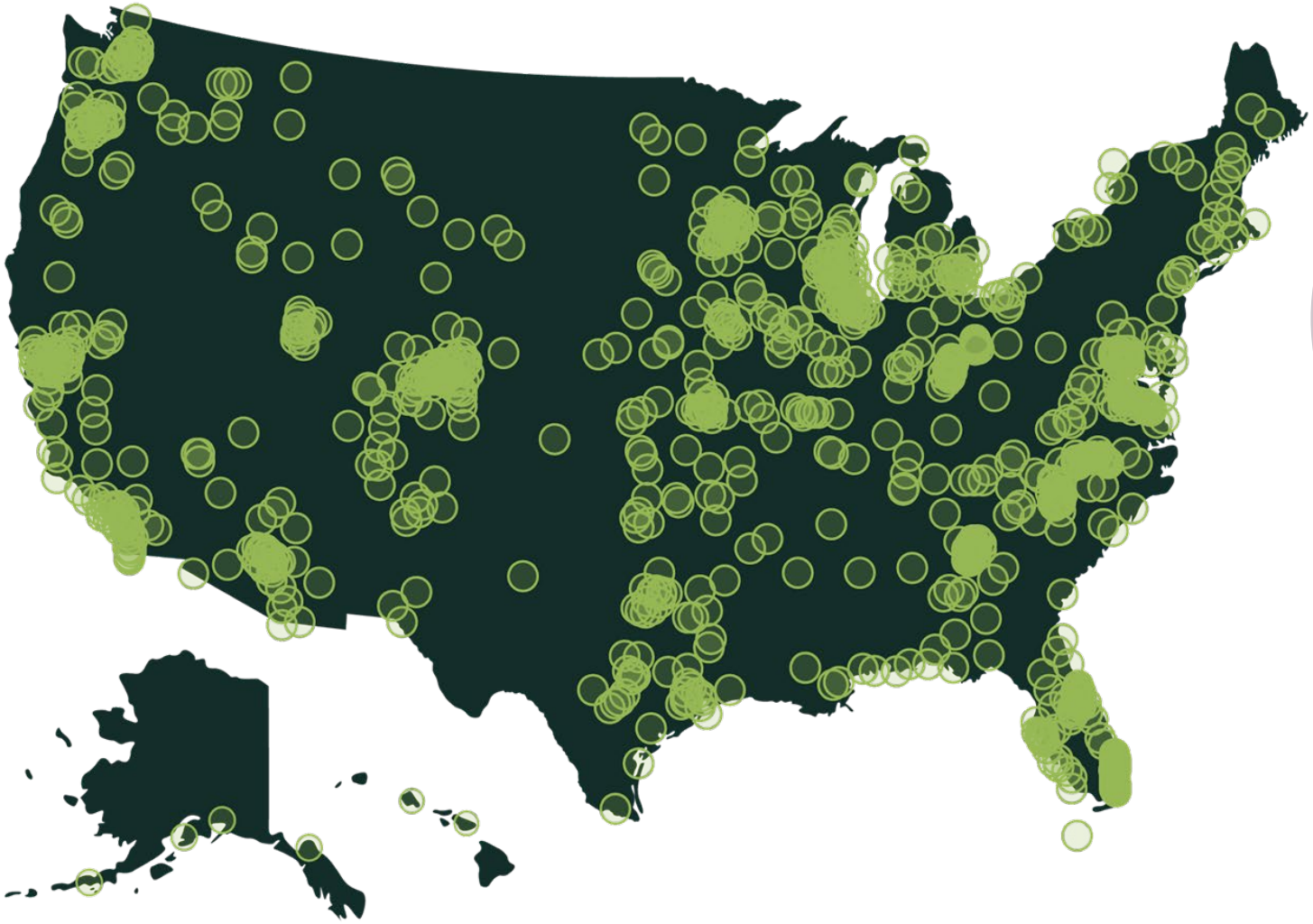
THE NCS™
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in Celina

The NCS™ for Celina, TX

- 2nd time conducting The NCS (previous survey in 2022)
- Survey conducted from June 14th, 2024 – July 19th,2024
- Mailing approach employed:
  - Probability-based sample of 3,800 randomly selected households
  - 824 total responses received
- Results statistically weighted to reflect Celina overall

Polco's Benchmarking Database



More than **500** comparison communities across the nation.

Representing the opinions of more than **50 million** residents.

Overview of Survey Results



Comparisons to National Benchmarks



Comparisons to Previous Survey (2022)



15 received **higher** ratings

100 received **similar** ratings

8 received **lower** ratings

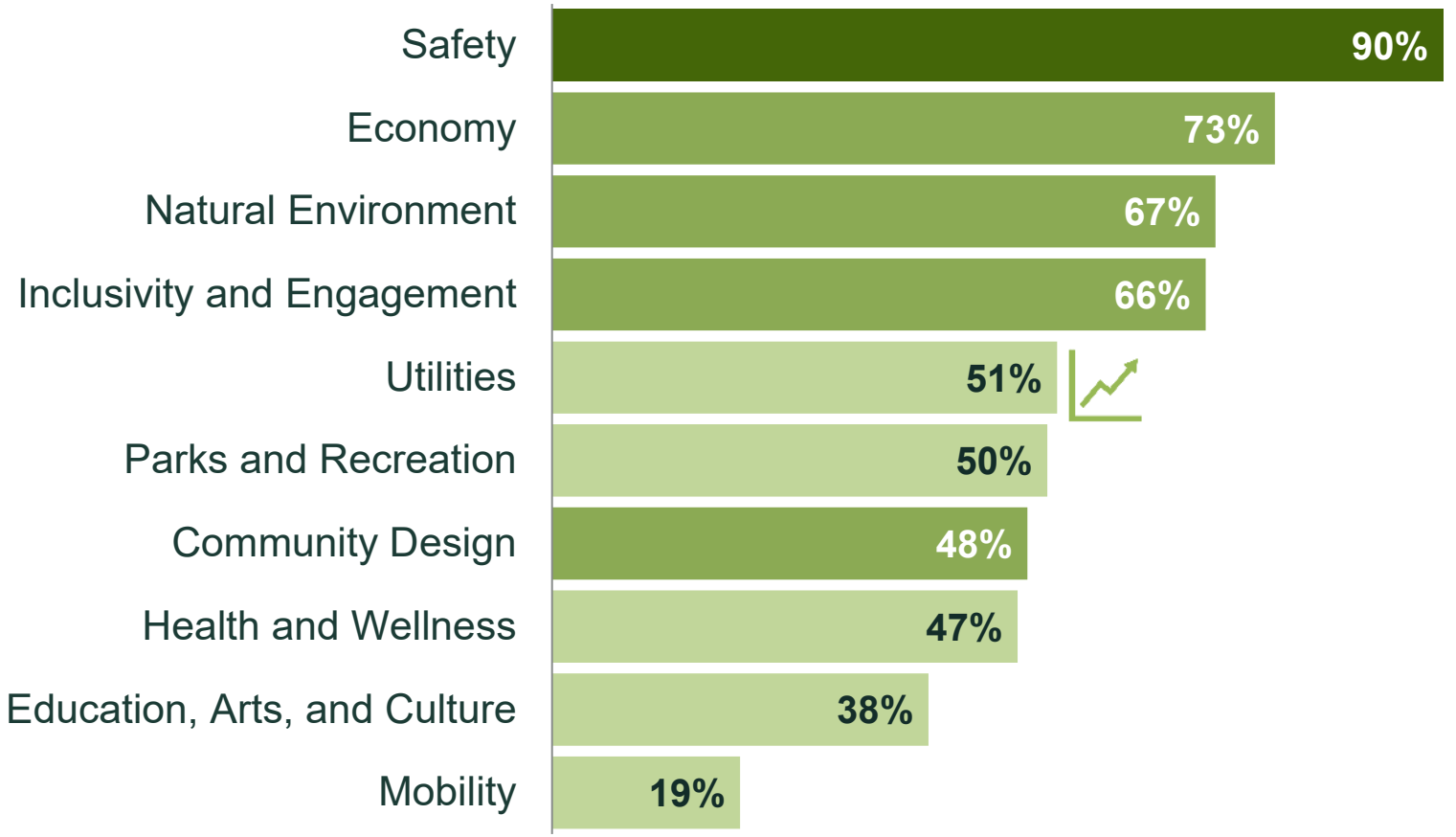
Facets of Community Livability: **Quality**

National Benchmark Comparisons:

- Higher
- Similar
- Lower



Trends over Time: Increasing/Decreasing Significantly



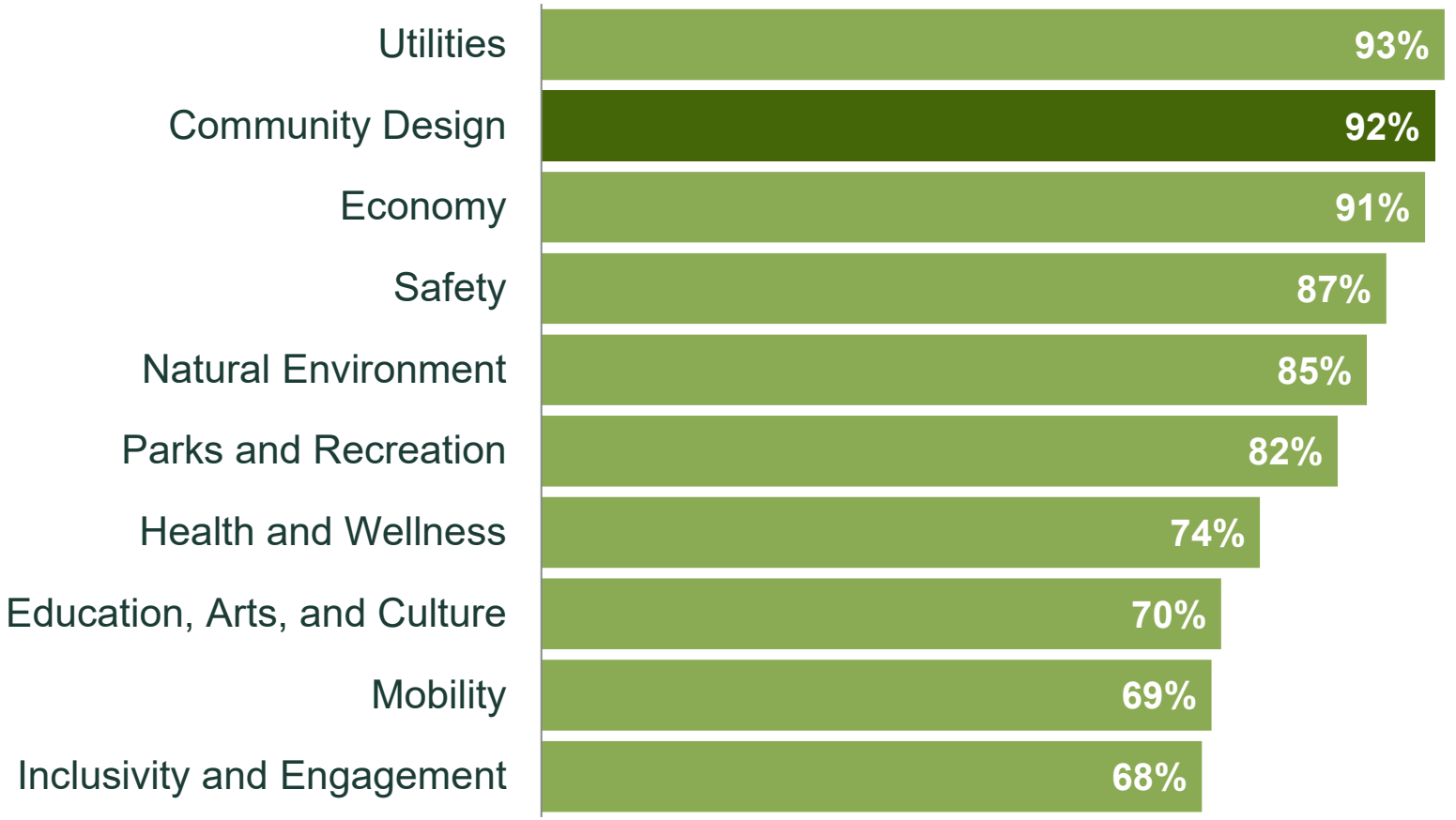
Facets of Community Livability: **Importance**

National Benchmark Comparisons:

- Higher
- Similar
- Lower

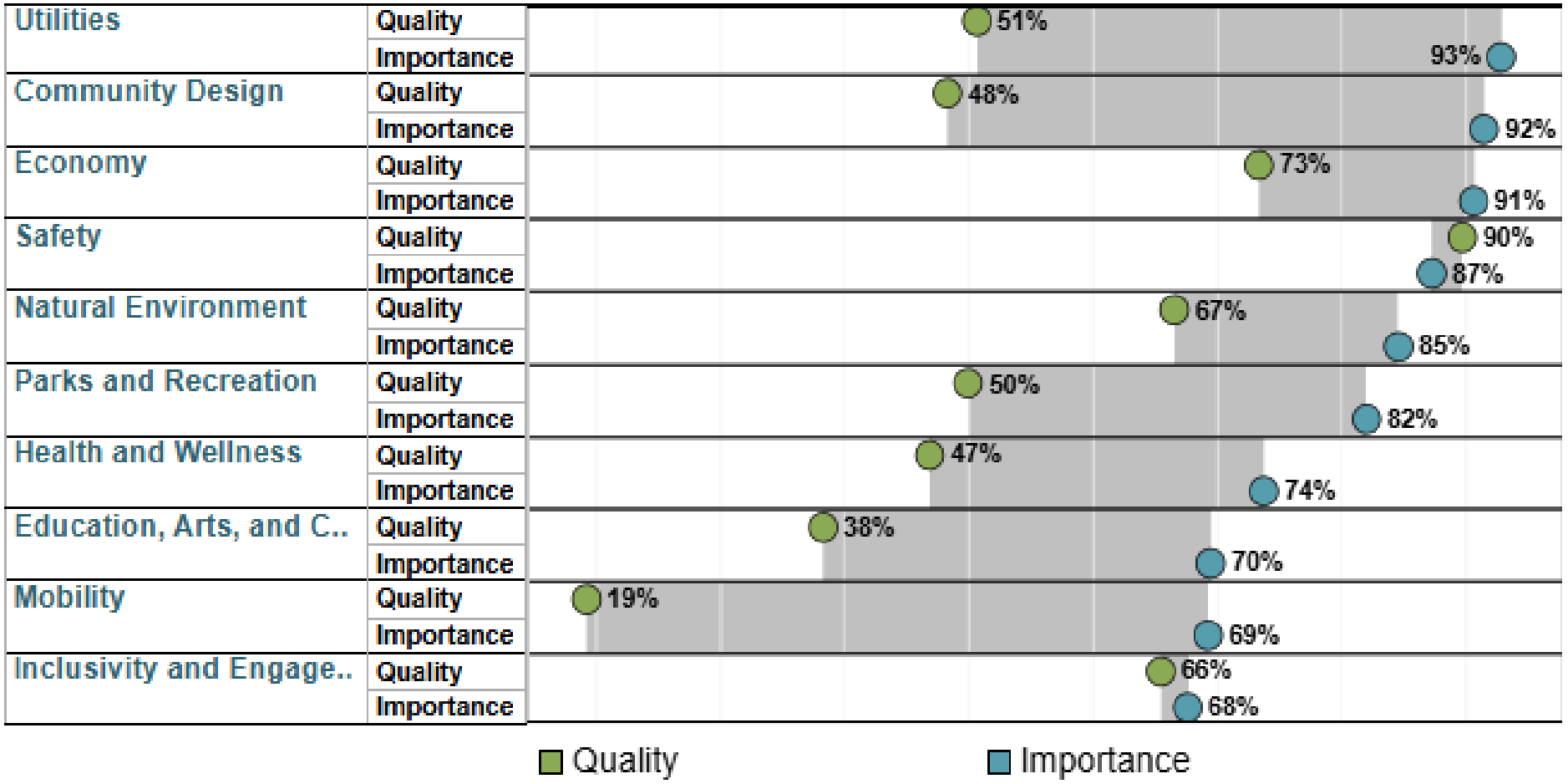


Trends over Time: Increasing/Decreasing Significantly



Percent essential or very important

Balancing Quality and Importance



Key Findings



1

Most residents experience a high quality of life in Celina.



Overall Community Quality



About

8 in 10

residents gave **excellent** or **good** ratings to:

- Celina as a place to live
- Celina as a place to raise children
- The overall quality of life in Celina

8 in 10 residents

- Plan to remain in Celina for the next five years
- Would recommend living in Celina to someone who asked

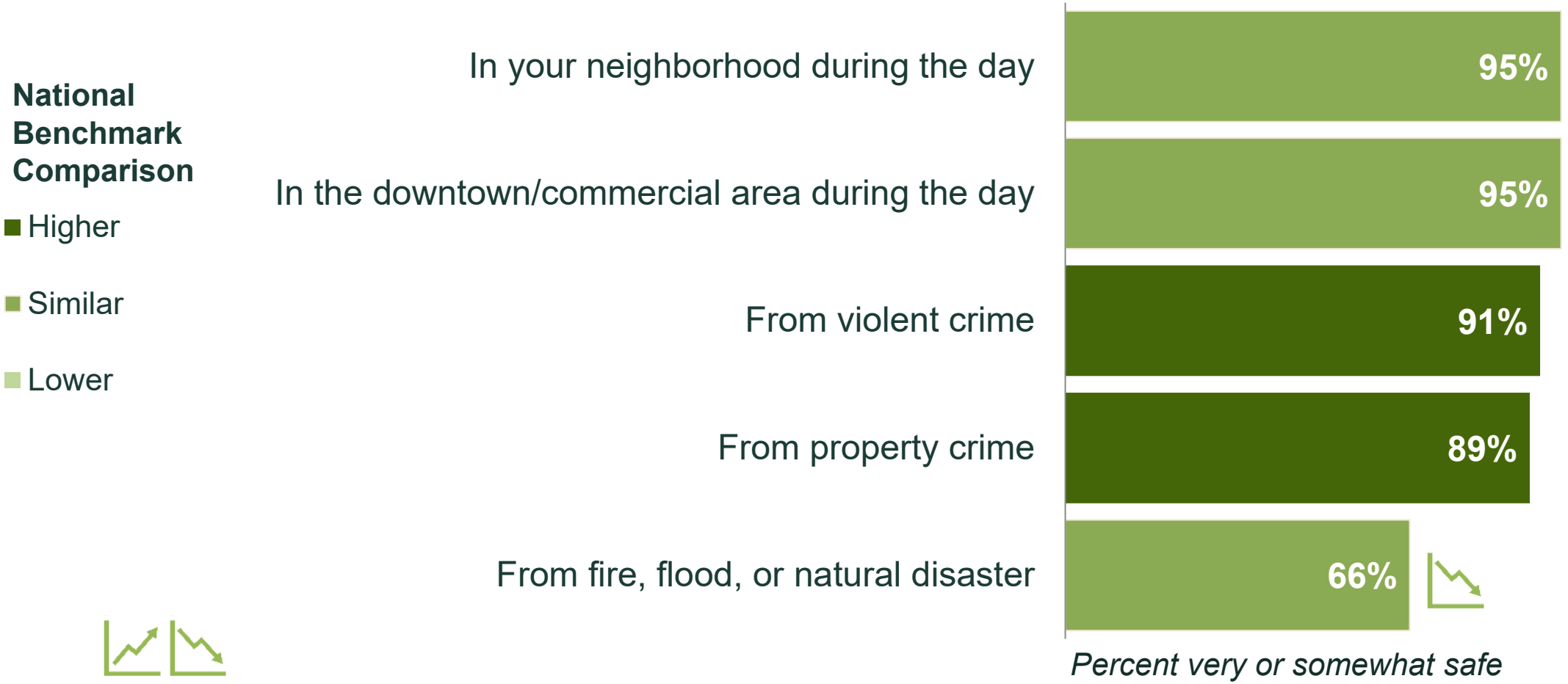
2

Most residents feel a strong sense of safety in Celina.



Safety in Celina

Please rate how safe or unsafe you feel:



Trends over Time: Increasing/Decreasing Significantly

Safety Services in Celina



90%

Fire services



86%

Crime Prevention





84%

Police/ Sheriff services



82%

Ambulance or Emergency Medical Services



Percent excellent or good

Comparisons to National Benchmarks

Residents continue to have a strong sense of community pride in Celina.



3

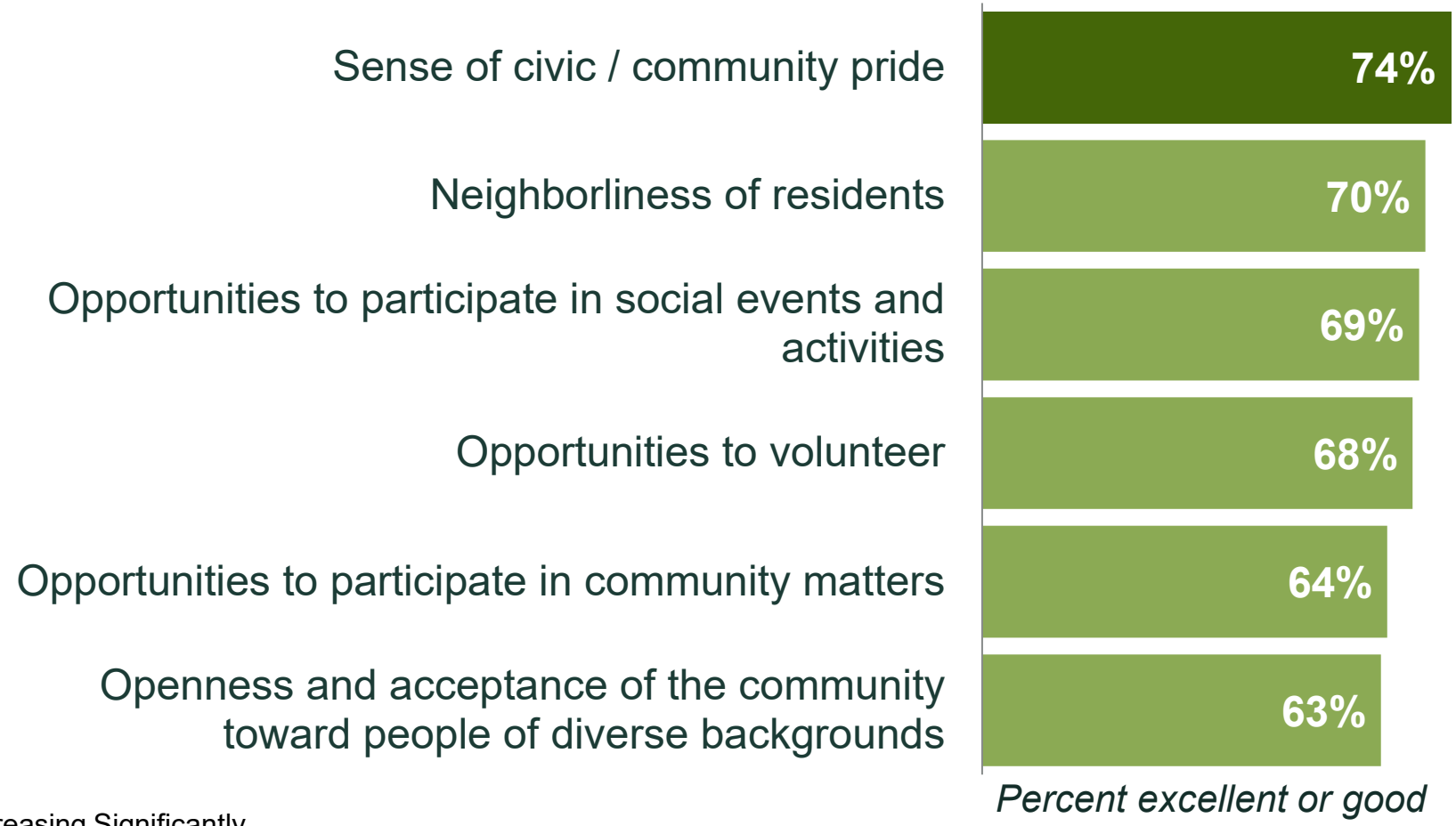
Inclusivity and Engagement in Celina

Please rate each of the following in the Celina community:

National Benchmark Comparison

- Higher
- Similar
- Lower





Trends over Time: Increasing/Decreasing Significantly

4

Celina’s economic health is a top concern for residents.



The Economy in Celina

Please rate each of the following in the Celina community:

National Benchmark Comparison

- Higher
- Similar
- Lower



Trends over Time: Increasing/Decreasing Significantly

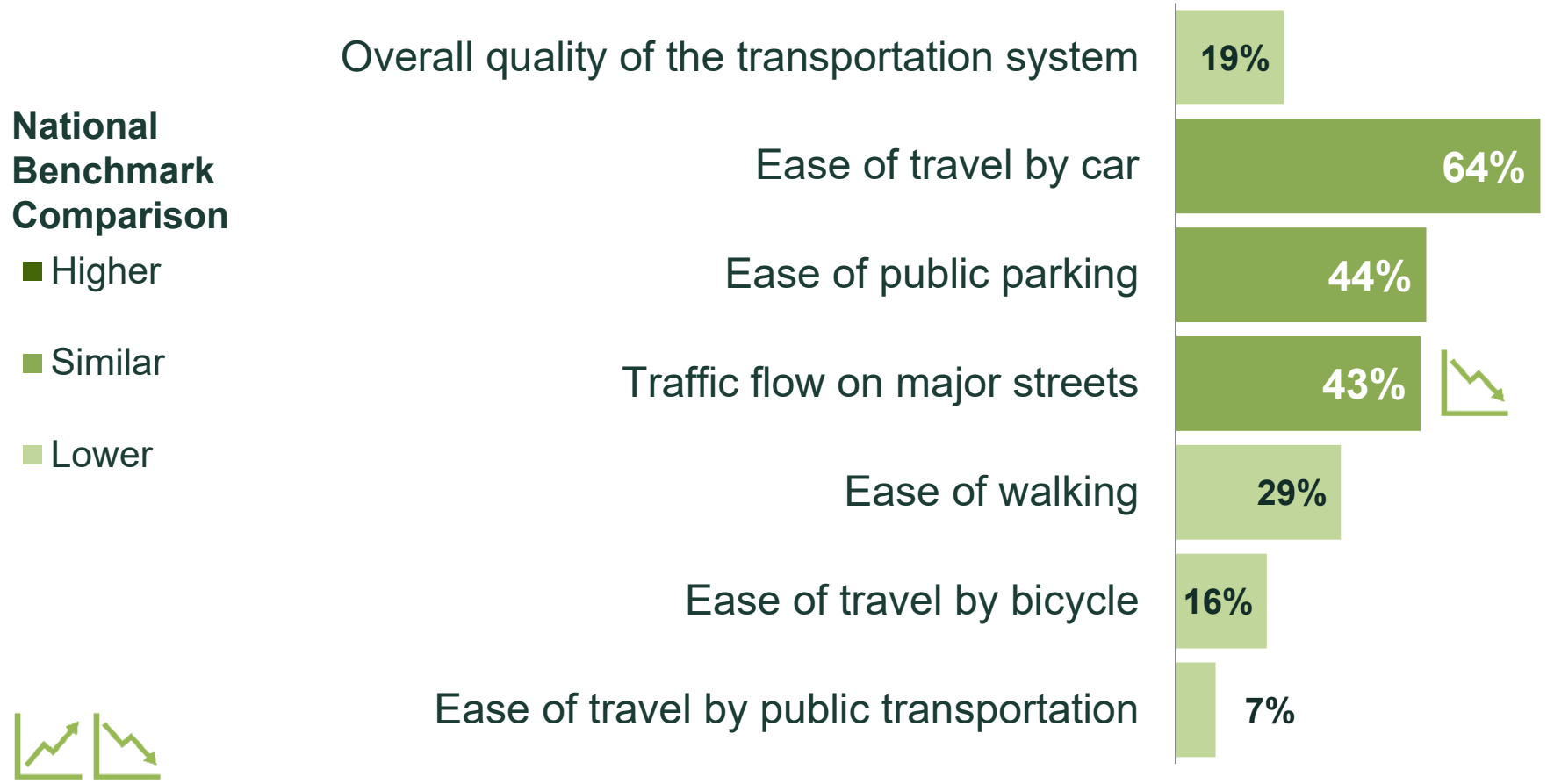
Residents view mobility as a potential area of opportunity.



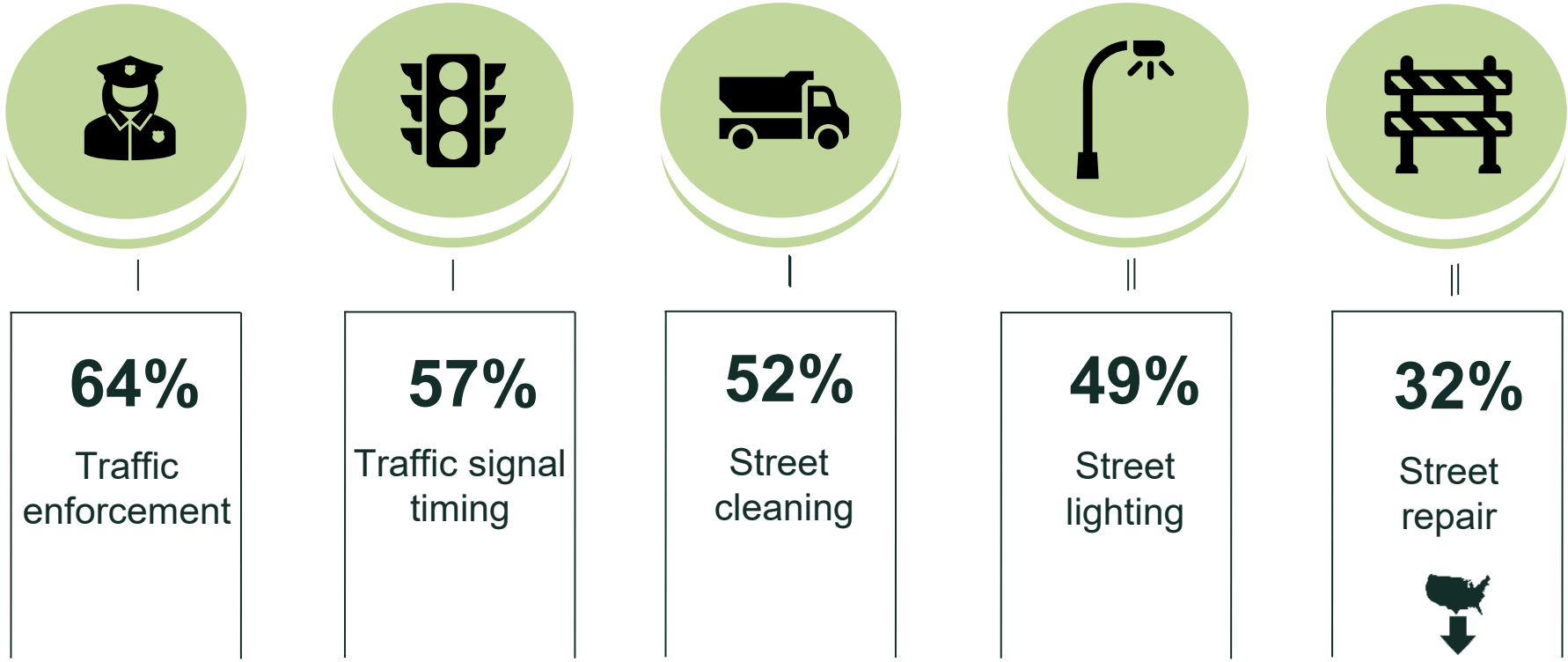
5

Mobility in Celina

Please rate each of the following in the Celina community:



Mobility Services in Celina



Percent excellent or good

Comparisons to National Benchmarks

Summary of Conclusions

1. Most residents experience a high quality of life in Celina.
2. Most residents feel a strong sense of safety in their community.
3. Residents have shown an increasingly strong sense of community pride.
4. Celina’s economic health is important to residents.
5. Residents view mobility as a potential area of opportunity.

Questions?

Thank you!

Tobin McKearin
Director of Data Science
Polco/National Research Center
tobin@n-r-c.com

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Celina, TX

The National Community Survey

Report of Results
2024

Report by:

National Research Center

POWERED BY POLCO

Polco

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Charter Members AAPOR Transparency Initiative AMERICAN ASSOCIATION FOR PUBLIC OPINION RESEARCH

National Research Center at Polco is a charter member of the AAPOR Transparency Initiative, providing clear disclosure of our sound and ethical survey research practices.

About The NCS™

The National Community Survey™ (The NCS™) report is about the "livability" of Celina. A livable community is a place that is not simply habitable, but that is desirable. It is not only where people do live, but where they want to live. The survey was developed by the experts from National Research Center at Polco.

Great communities are partnerships of the government, private sector, community-based organizations and residents, all geographically connected. The NCS captures residents' opinions considering ten central facets of a community:

- Economy
- Mobility
- Community Design
- Utilities
- Safety
- Natural Environment
- Parks and Recreation
- Health and Wellness
- Education, Arts, and Culture
- Inclusivity and Engagement

The report provides the opinions of a weighted sample of 824 residents of the City of Celina collected from June 14th, 2024 to July 19th, 2024. Because the survey was available to all residents, no traditional margin of error was calculated. Should traditional, randomized sampling procedures been used, a plus or minus three percentage points margin of error would have been calculated; however, we anticipate that the "range of uncertainty" is greater than three percent given the convenience sample used in for this project. Survey results were weighted so that the demographic profile of respondents was representative of the demographic profile of adults in Celina.





How the results are reported

For the most part, the percentages presented in the following tabs represent the “percent positive.” Most commonly, the percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, etc.). On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data.” However, these responses have been removed from the analyses presented in most of the tabs. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Comparisons to benchmarks

NRC’s database of comparative resident opinion is comprised of resident perspectives gathered in surveys from over 500 communities whose residents evaluated the same kinds of topics on The National Community Survey. The comparison evaluations are from the most recent survey completed in each community in the last five years. NRC adds the latest results quickly upon survey completion, keeping the benchmark data fresh and relevant. The communities in the database represent a wide geographic and population range. In each tab, Celina's results are noted as being “higher” than the benchmark, “lower” than the benchmark, or “similar” to the benchmark, meaning that the average rating given by Celina residents is statistically similar to or different (greater or lesser) than the benchmark. Being rated as “higher” or “lower” than the benchmark means that Celina's average rating for a particular item was more than 10 points different than the benchmark. If a rating was “much higher” or “much lower,” then Celina's average rating was more than 20 points different when compared to the benchmark.

Trends over time

Trend data for Celina represent important comparison data and should be examined for improvements or declines.[1] Deviations from stable trends over time represent opportunities for understanding how local policies, programs, or public information may have affected residents' opinions. Changes between survey years have been noted with an arrow and the percent difference. If the difference is greater than or equal to 8 percentage points between the 2022 and 2024 surveys, the change is statistically significant.

1. In 2020, The NCS survey was updated to include new and refreshed items. Consequently, some of the trends may be impacted due to wording modifications that could have potentially altered the meaning of the item for the respondent.

Methods

Selecting survey recipients

All households within the City of Celina were eligible to participate in the survey. A list of all households within the zip codes serving Celina was purchased from Polco's mailing vendor, Go-Dog Direct, based on updated listings from the United States Postal Service. Since some of the zip codes that serve the City of Celina households may also serve addresses that lie outside of the community, the exact geographic location of each housing unit was compared to community boundaries using the most current municipal boundary file. Addresses located outside of the City of Celina boundaries were removed from the list of potential households to survey. Each address identified as being within city boundaries was further identified as being within one of the five areas. From that list, addresses were randomly selected as survey recipients, with multi-family housing units (defined as those with a unit number) sampled at a rate of 5:3 compared to single family housing units.

An individual within each household was randomly selected using the "birthday method". The birthday method selects a person within the household by asking the “person who most recently had a birthday” to complete the questionnaire. The underlying assumption in this method is that day of birth has no relationship to the way people respond to surveys. This instruction was contained in the introduction of the survey.

Conducting the survey

The 3,800 randomly selected households received mailings beginning on June 14th, 2024 and data collection for the survey remained open for 5 weeks. The first mailing was a postcard inviting the household to participate in the survey. The next mailing was a reminder postcard inviting the household one final time to participate in the survey. All mailings included a web link to give residents the opportunity to respond to the survey online, as well as QR codes to further encourage participation. All follow-up mailings asked those who had not completed the survey to do so, and those who had already done so to refrain from completing the survey again.

The survey was available in English and Spanish. All mailings contained paragraphs in both languages instructing participants on how to complete the survey in their preferred language.

In addition to the randomly selected “probability sample” of households, a link to an online open-participation survey was publicized by the City of Celina. The open-participation survey was identical to the random sample survey, with two small updates; it asked a question to confirm the respondent was a resident of Celina and also a question about where they heard about the survey. The open-participation survey was open to all city residents and became available on July 5th, 2024. The survey remained open for 2 weeks. The data presented in the following tabs is blended to include both responses from the probability sample and the open participation sample.

Analyzing the data

Responses from mailed surveys were entered into an electronic dataset using a “key and verify” method, where all responses are entered twice and compared to each other. Any discrepancies were resolved in comparison to the original survey form. Range checks as well as other forms of quality control were also performed. Responses from surveys completed on Polco were downloaded and merged with the mailed survey responses.

The demographics of the survey respondents were compared to those found in the 2020 Census and 2022 American Community Survey estimates for adults in the City of Celina. The primary objective of weighting survey data is to make the survey respondents reflective of the larger population of the community. The characteristics used for weighting were age, sex, race, Hispanic origin, housing type, housing tenure, and area. No adjustments were made for design effects. Weights were calculated using an iterative, multiplicative raking model known as the ANES Weighting Algorithm.[3] The results of the weighting scheme for the probability sample are presented in the following table.

NRC aligns demographic labels with those used by the U.S. Census for reporting purposes, when possible. Some categories (e.g., age, race/Hispanic origin, housing type, and length of residency) are combined into smaller subgroups.

		Unweighted	Weighted	Target [4]
Age	18-34	**9%**	**27%**	**27%**
	35-54	**53%**	**46%**	**46%**
	55+	**37%**	**27%**	**27%**
Area	NE	**16%**	**8%**	**8%**
	NW	**11%**	**4%**	**4%**
	SE	**38%**	**38%**	**38%**
	SW	**35%**	**50%**	**50%**
Hispanic origin	No, not of Hispanic, Latino/a/x, or Spanish origin	**89%**	**86%**	**84%**
	Yes, I consider myself to be of Hispanic, Latino/a/x, or Spanish origin	**11%**	**16%**	**16%**
Housing tenure	Own	**94%**	**92%**	**90%**
	Rent	**6%**	**10%**	**10%**
Housing type	Attached	**3%**	**5%**	**5%**
	Detached	**97%**	**96%**	**95%**
Race & Hispanic origin	Not white alone	**33%**	**40%**	**39%**
	White alone, not Hispanic or Latino	**67%**	**63%**	**61%**
Sex	Man	**53%**	**53%**	**51%**
	Woman	**47%**	**50%**	**49%**
Sex/age	Man 18-34	**5%**	**15%**	**15%**
	Man 35-54	**30%**	**22%**	**21%**
	Man 55+	**19%**	**15%**	**15%**
	Woman 18-34	**5%**	**12%**	**12%**
	Woman 35-54	**25%**	**25%**	**25%**
	Woman 55+	**17%**	**13%**	**12%**

The survey datasets were analyzed using all or some of a combination of the Statistical Package for the Social Sciences (SPSS), R, Python and Tableau. For the most part, the percentages presented in the reports represent the “percent positive.” The percent positive is the combination of the top two most positive response options (i.e., excellent/good, very safe/somewhat safe, essential/very important, etc.), or, in the case of resident behaviors/participation, the percent positive represents the proportion of respondents indicating “yes” or participating in an activity at least once a month.

On many of the questions in the survey respondents may answer “don’t know.” The proportion of respondents giving this reply is shown in the full set of responses included in the tab “Complete data”. However, these responses have been removed from the analyses presented in the reports. In other words, the tables and graphs display the responses from respondents who had an opinion about a specific item.

Contact

The City of Celina funded this research. Please contact Trevor Ludwyck of the City of Celina at tludwyck@celina-tx.gov if you have any questions about the survey.

Study Limitations

All public opinion research is subject to unmeasured error. While the methodologies employed for this survey were designed to minimize this error as much as possible, these other sources of potential error should be acknowledged. **Non-response error** arises when those who were selected to participate in the survey did not do so, and may have different opinions or experiences than those who did respond. **Coverage error** refers to the possibility that some respondents that should have been included in the surveyed population were not (e.g., for a general resident survey, USPS mailing lists may exclude certain types of housing units, such as multi-family buildings where mail is delivered to a common area rather than to a specific unit (though this is rare), or where mail is received at a PO box instead of the at household's physical location. Finally, **recall bias** occurs when respondents may not perfectly remember their experiences in the past year (such as participation in social or civic events), and **social desirability bias** may cause respondents to answer in ways they think cast their responses in a more favorable light.

Survey Validity

See the Polco Knowledge Base article on survey validity at https://info.polco.us/knowledge/statistical-vali

2. See AAPOR's Standard Definitions for more information at https://aapor.org/standards-and-ethics/standard-definitions/
3. Pasek, J. (2014). ANES Weighting Algorithm. Retrieved from https://surveyinsights.org/wp-content/uploads/2014/07/Full-anesrake-paper.pdf
4. Targets come from the 2020 Census and 2022 American Community Survey

Key Findings

Highest-performing areas:

- Over 8 in 10 respondents provided excellent or good scores to Celina as a place to live, with a similar proportion stating that they planned to remain in Celina for the next five years.

- Many ratings for inclusivity and engagement items saw statistically significant increases from 2022, with the overall sense of civic/community pride scoring higher than comparison communities.

- Although many measures for affordability continued to score below the national benchmark, some items did see significant increases from 2022, including the availability of affordable quality health care, the availability of affordable quality mental health care, and the availability of affordable high-speed internet access.

- Residents continue to feel safe in Celina, with around 9 in 10 giving excellent or good reviews of their overall feelings of safety, higher than national averages.

Lowest-performing areas:

- Recreational and fitness opportunities, as well as recreation centers or facilities, scored much lower than the benchmark.

- Residents continued to identify employment conditions within Celina as a potential area of focus, with Celina as a place to work (41%) and employment opportunities (27%) both scoring below the national benchmark.

- Although ratings for most mobility measures were similar to the 2021 results, the ease of travel by bicycle, the ease of walking, and street repair scored lower than national comparisons.

Areas of greatest change since 2022:

Of the 123 evaluative questions included on both the 2022 and current survey iterations, 100 were statistically similar to previous results. Upward trends were seen in 15 items, while 8 ratings decreased since 2022. Changes are considered statistically significant if the 2024 rating was +/- 8% from the previous survey effort. The most significant of those trends are listed below.

Increases

- Variety of housing options (+13%)
- Being honest (+12%)
- Public information services (+10%)
- Overall confidence in Celina government (+9%)
- Affordable high-speed internet access (+9%)

Decreases

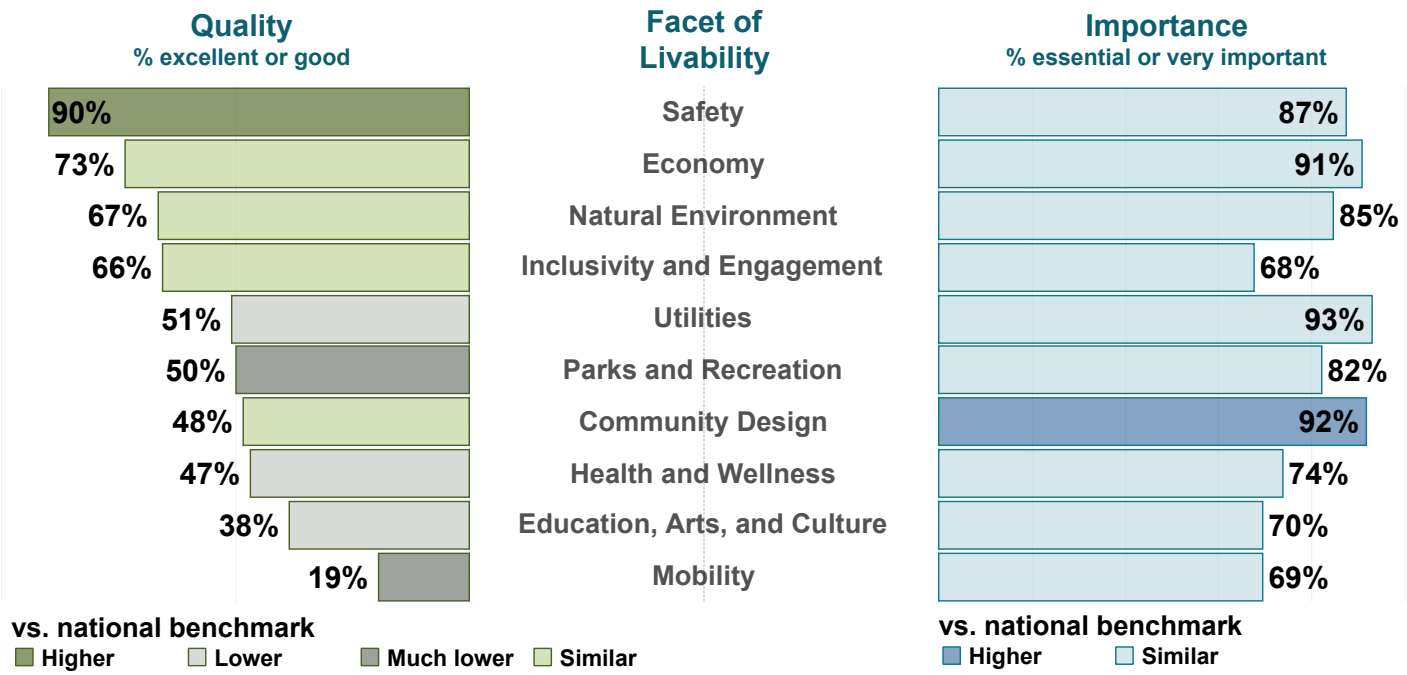
- Garbage collection (-13%)
- Feeling safe from flood, fire, or other natural disaster (-12%)
- Air quality (-10%)
- Traffic flow on major streets (-9%)
- Celina as a place to work (-8%)

Facets of livability

Every jurisdiction must balance limited resources while meeting resident needs and striving to optimize community livability. To this end, it is helpful to know what aspects of the community are most important to residents and which they perceive as being of higher or lower quality. It is especially helpful to know when a facet of livability is considered of high importance but rated as lower quality, as this should be a top priority to address.

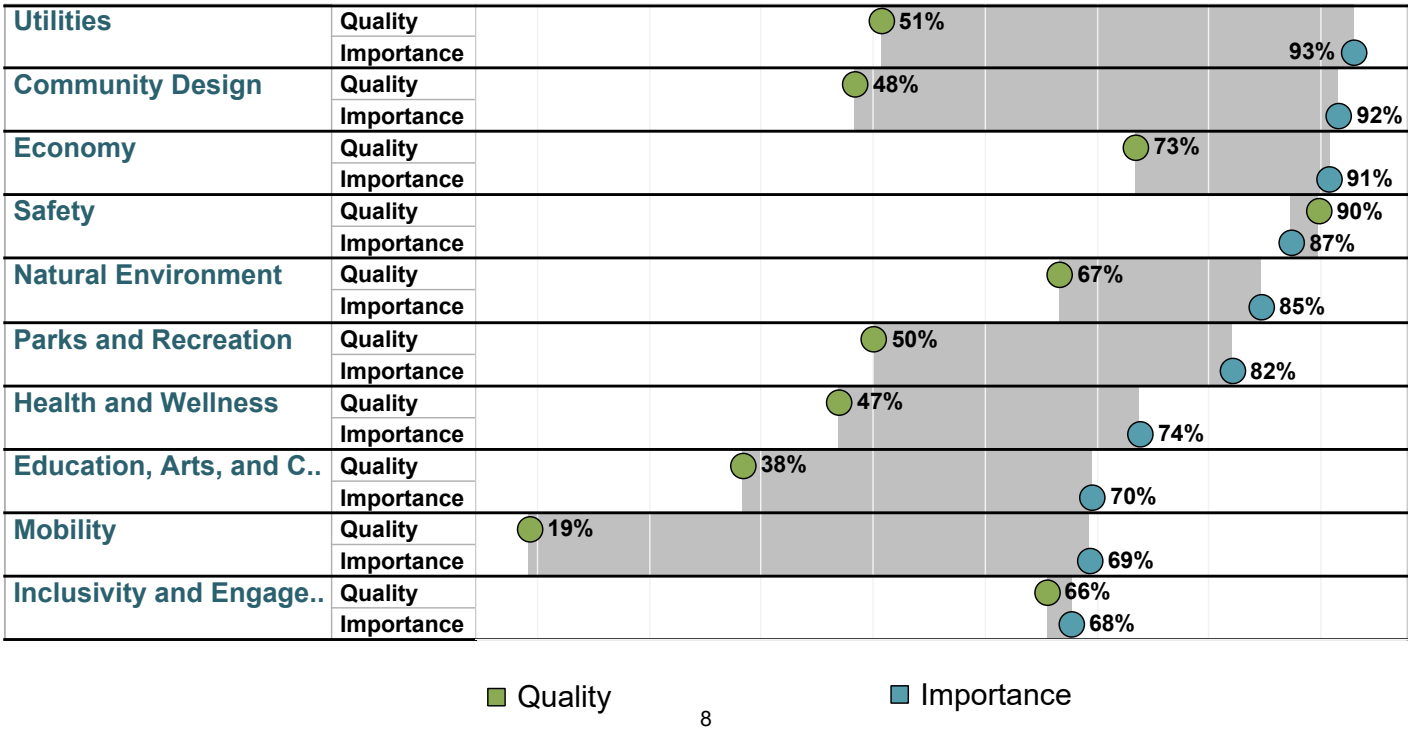
Quality and Importance by the Numbers

The table below shows the proportion of residents who rated the community facets positively for quality and the priority (importance) placed on each. Also displayed is whether local quality ratings were lower, similar, or higher t..



Quality/Importance Gap Analysis

The gap analysis chart below shows the same data as above; however, this chart more clearly illustrates the comparative differences in quality and importance ratings for each facet, as well as the absolute ratings for each.

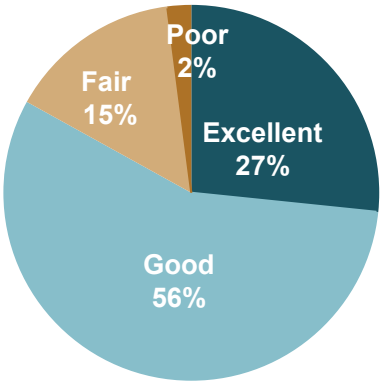


Polco

Quality of Life

Measuring community livability starts with assessing the quality of life of those who live there, and ensuring that the community is attractive, accessible, and welcoming to all.

The overall quality of life in Celina, 2024



Please rate each of the following aspects of quality of life in Celina.
(% excellent or good)

	2018	2020	2022	2024	
Celina as a place to live			86%	**87%**	Similar **vs. benchmark[8]**
The overall quality of life		82%	80%	**83%**	Similar

Please indicate how likely or unlikely you are to do each of the following.
(% very or somewhat likely)

	2018	2020	2022	2024	
Recommend living in Celina to someone who asks			82%	**83%**	Similar
Remain in Celina for the next five years			83%	**85%**	Similar

Please rate each of the following in the Celina community.
(% excellent or good)

	2018	2020	2022	2024	
Overall image or reputation			74%	**77%**	Similar

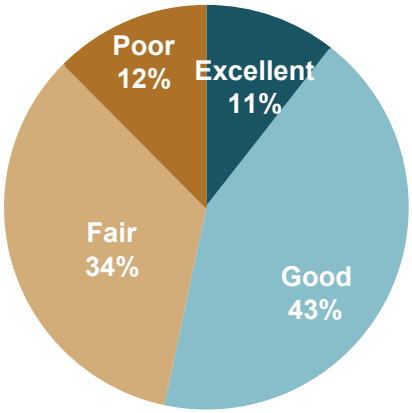
8. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Governance

Strong local governments produce results that meet the needs of residents while making the best use of available resources, and are responsive to the present and future needs of the community as a whole.

Overall confidence in Celina government, 2024



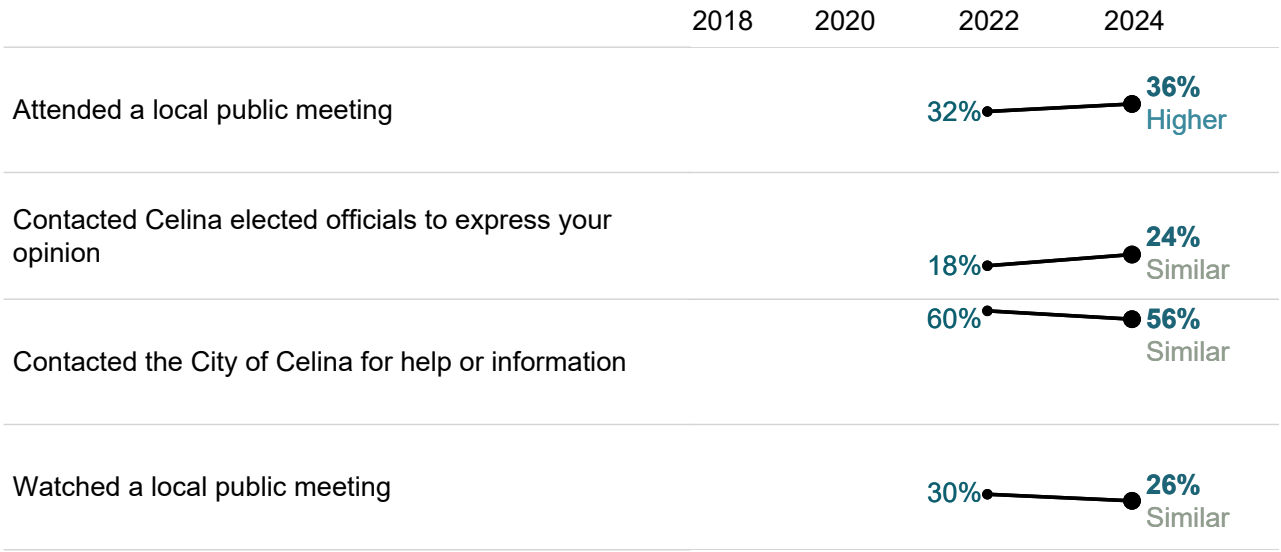
Please rate the quality of each of the following services in Celina.
(% excellent or good)

	2018	2020	2022	2024
Public information services		95%	61%	**71%** Similar **vs. benchmark[9]**
Overall customer service by Celina employees			76%	**81%** Similar

Please rate the following categories of Celina government performance.
(% excellent or good)

	2018	2020	2022	2024
The value of services for the taxes paid to Celina			36%	**41%** Similar
The overall direction that Celina is taking			53%	**57%** Similar
The job Celina government does at welcoming resident involvement			49%	**57%** Similar
Overall confidence in Celina government			44%	**53%** Similar
Generally acting in the best interest of the community			48%	**56%** Similar
Being honest			44%	**57%** Similar
Being open and transparent to the public			43%	**48%** Similar
Informing residents about issues facing the community			44%	**49%** Similar
Treating all residents fairly			56%	**64%** Similar
Treating residents with respect			67%	**71%** Similar

Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)



Overall, how would you rate the quality of the services provided by each of the following?
(% excellent or good)



9. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Economy

Local governments work together with private and nonprofit businesses, and with the community at large, to foster sustainable growth, create jobs, and promote a thriving local economy.

Overall economic health of Celina, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024
Overall economic health			74%	**73%** Similar

vs. benchmark[10]

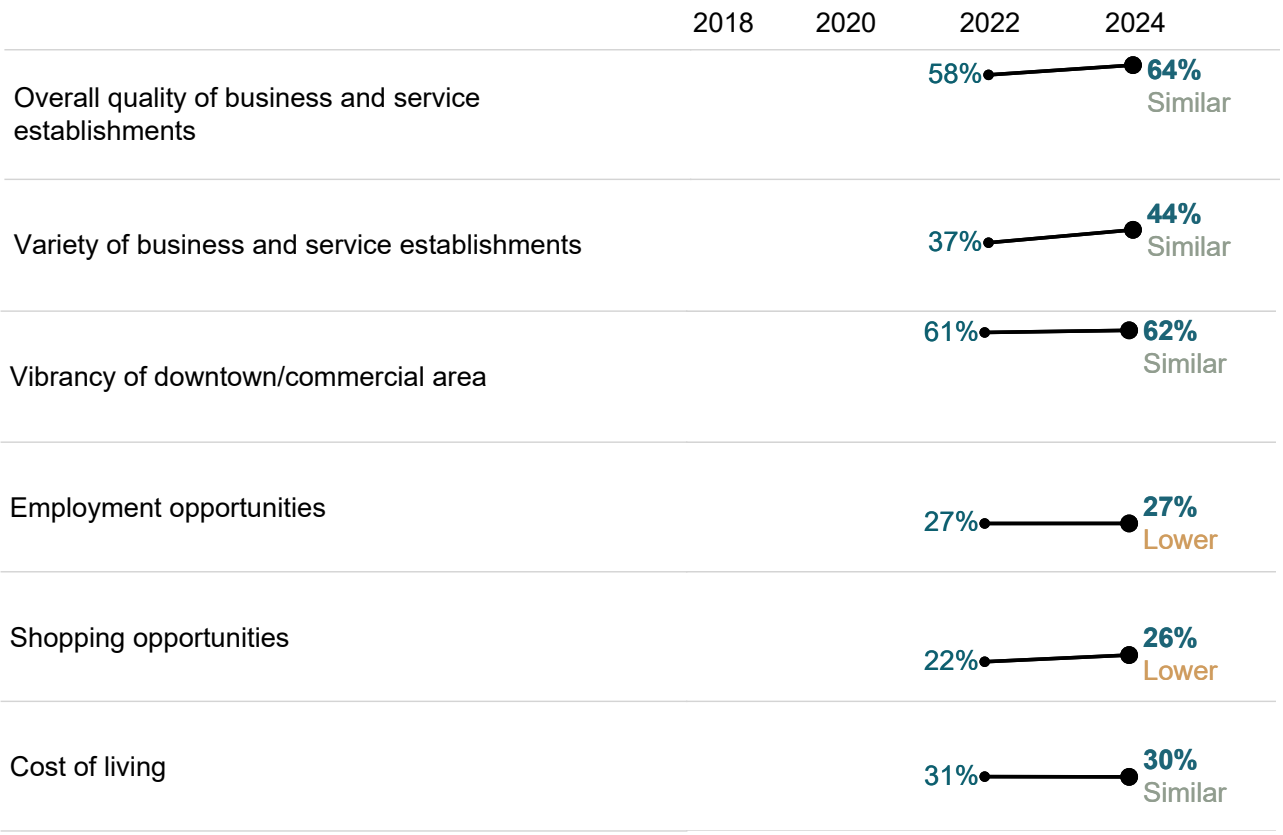
Please rate each of the following aspects of quality of life in Celina.
(% excellent or good)

	2018	2020	2022	2024
Celina as a place to work			49%	**41%** Lower
Celina as a place to visit			56%	**50%** Similar

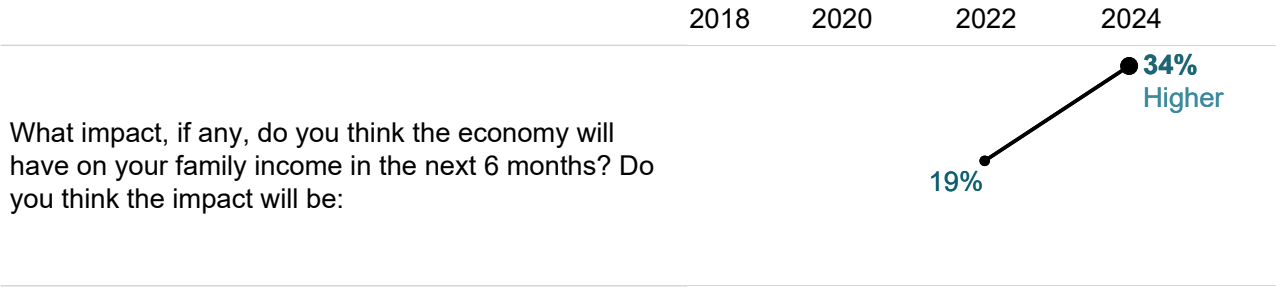
Please rate the quality of each of the following services in Celina.
(% excellent or good)

	2018	2020	2022	2024
Economic development			57%	**62%** Similar

Please rate each of the following in the Celina community.
(% excellent or good)



What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:
(% very or somewhat positive)



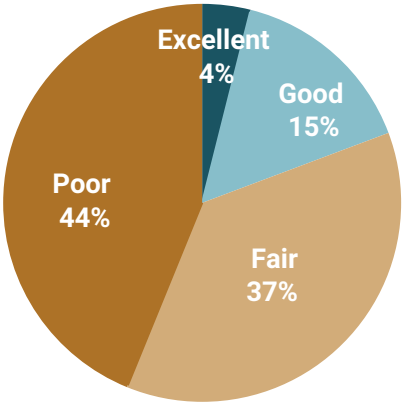
10. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Mobility

The ease with which residents can move about their communities, whether for commuting, leisure, or recreation, plays a major role in the quality of life for all who live, work, and play in the community.

Overall quality of the transportation system in Celina, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024
Overall quality of the transportation system			22%	**19%** Much lower vs. benchmark[11]

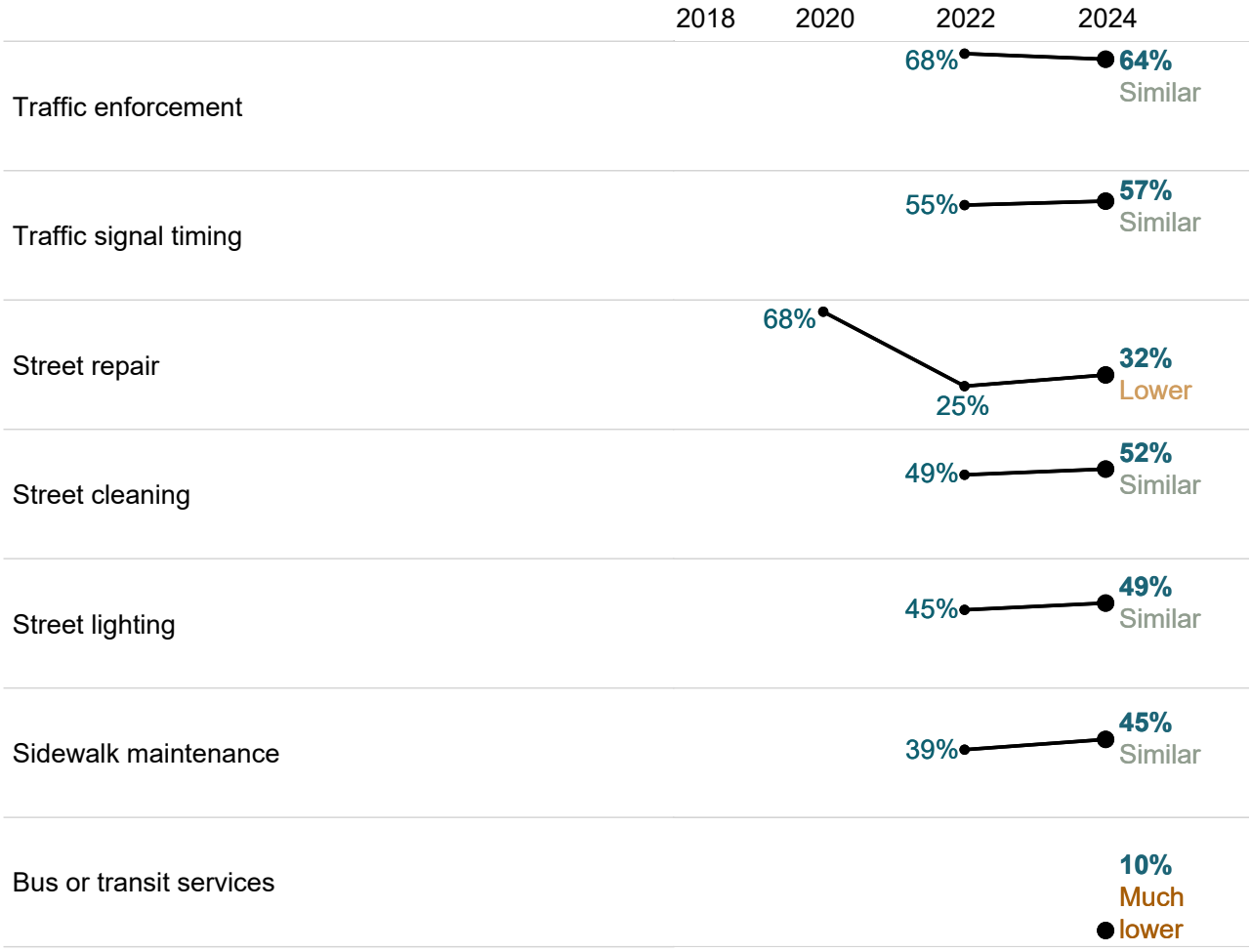
Please also rate each of the following in the Celina community.
(% excellent or good)

	2018	2020	2022	2024
Traffic flow on major streets		86%	52%	**43%** Similar
Ease of public parking			41%	**44%** Similar
Ease of travel by car			68%	**64%** Similar
Ease of travel by public transportation			8%	**7%** Much lower
Ease of travel by bicycle			19%	**16%** Much lower
Ease of walking			35%	**29%** Much lower

Please indicate whether or not you have done each of the following in the last 12 months.
(% yes)



Please rate the quality of each of the following services in Celina.
(% excellent or good)



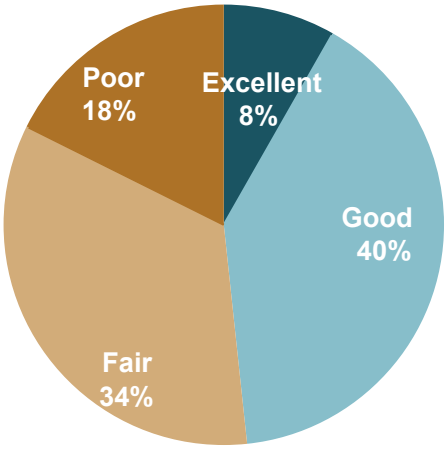
11. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Community Design

A well-designed community enhances the quality of life for its residents by encouraging smart land use and zoning, ensuring that affordable housing is accessible to all, and providing access to parks and other green spaces.

Overall design or layout of Celina's residential and commercial areas, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

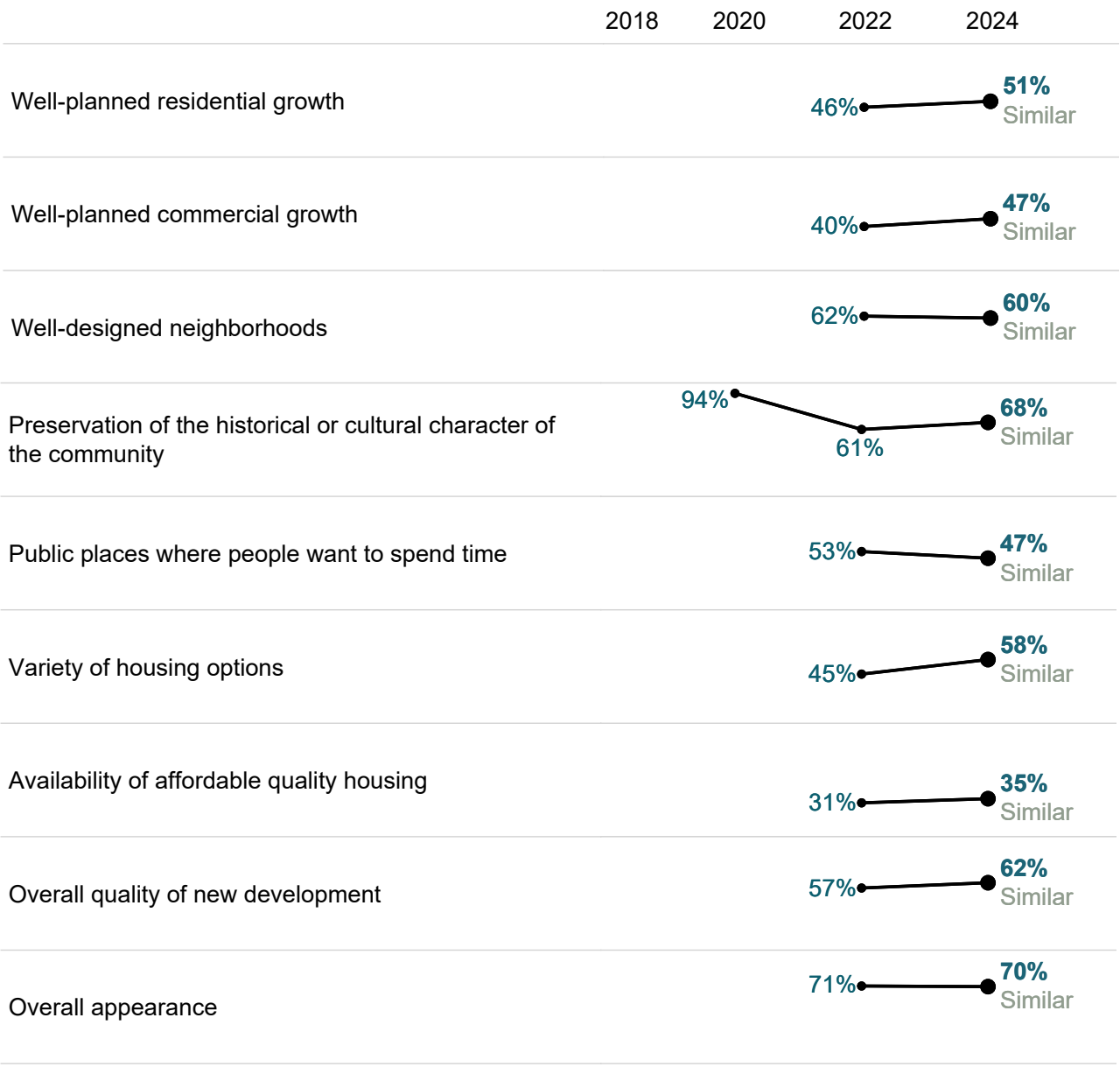
	2018	2020	2022	2024
Overall design or layout of residential and commercial areas			45%	**48%** Similar

vs. benchmark[12]

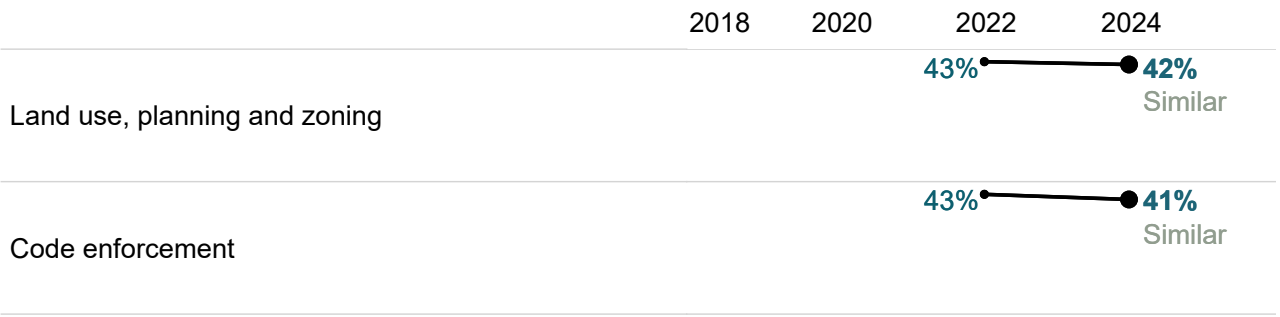
Please rate each of the following aspects of quality of life in Celina.
(% excellent or good)

	2018	2020	2022	2024
Your neighborhood as a place to live			84%	**84%** Similar

Please also rate each of the following in the Celina community.
(% excellent or good)



Please rate the quality of each of the following services in Celina.
(% excellent or good)



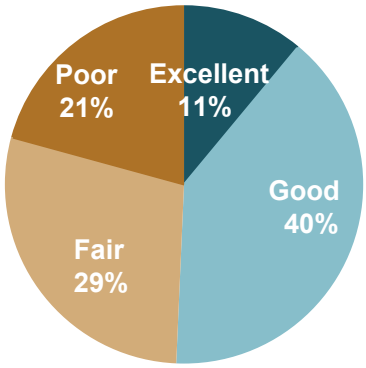
12. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Utilities

Services such as water, gas, electricity, and internet access play a vital role in ensuring the physical and economic health and well-being of the communities they serve.

Overall quality of the utility infrastructure in Celina, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024
Overall quality of the utility infrastructure		75%	38%	**51%** Lower **vs. benchmark[13]**

Please rate the quality of each of the following services in Celina.
(% excellent or good)

	2018	2020	2022	2024
Affordable high-speed internet access			59%	**68%** Higher
Garbage collection			86%	**73%** Similar
Drinking water			67%	**63%** Similar
Sewer services			67%	**70%** Similar
Storm water management		82%	63%	**65%** Similar
Power (electric and/or gas) utility			68%	**70%** Similar
Utility billing			49%	**62%** Similar

13. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Safety

Public safety is often the most important task facing local governments. All residents should feel safe and secure in their neighborhoods and in the greater community, and providing robust safety-related services is essential to residents' quality of life.

Overall feeling of safety in Celina, 2024



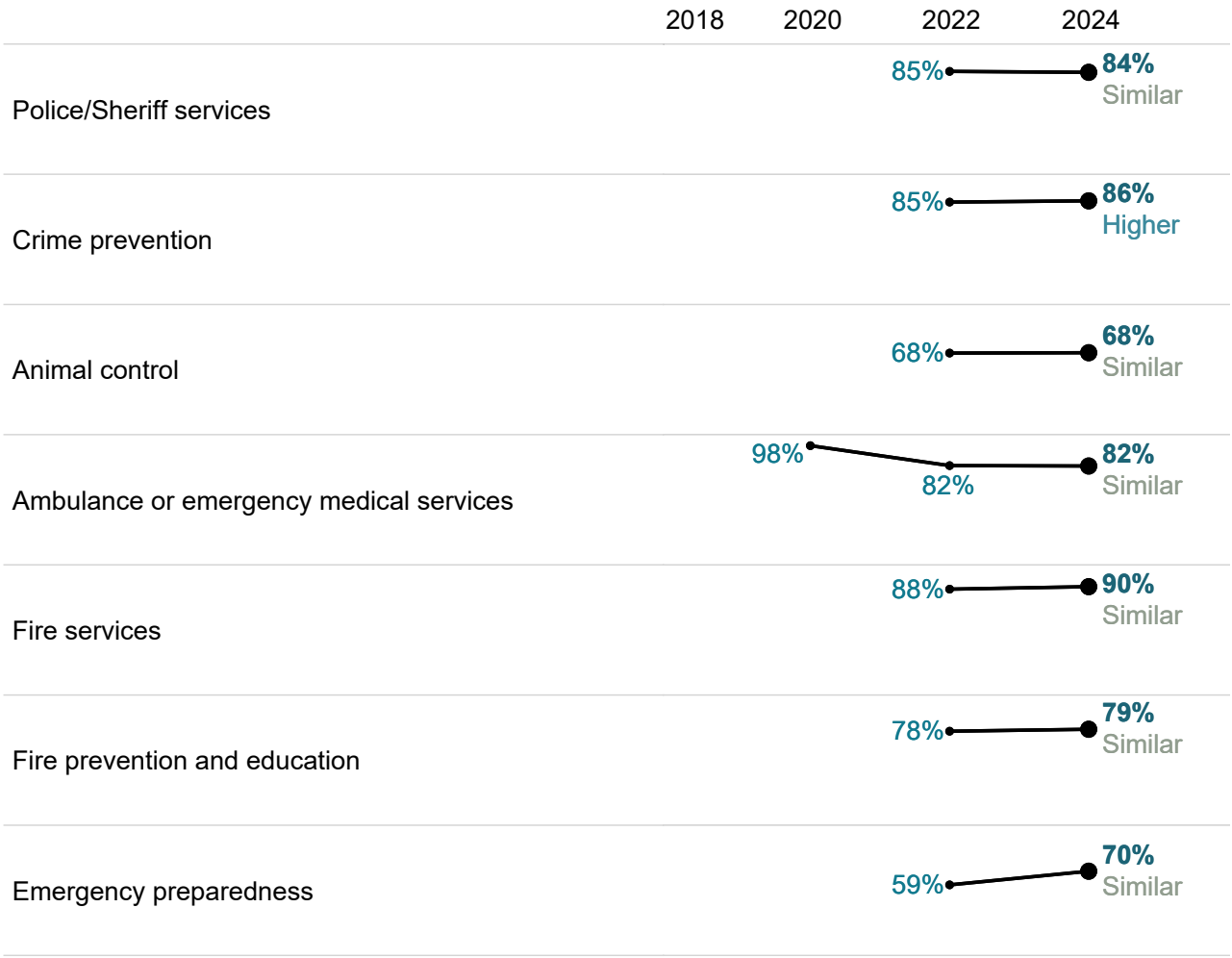
Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024	vs. benchmark[14]
Overall feeling of safety			88%	90%	Higher

Please rate how safe or unsafe you feel:
(% very or somewhat safe)

	2018	2020	2022	2024	
In your neighborhood during the day			94%	95%	Similar
In Celina's downtown/commercial area during the day			93%	95%	Similar
From property crime			87%	89%	Higher
From violent crime			93%	91%	Higher
From fire, flood, or other natural disaster			78%	66%	Similar

Please rate the quality of each of the following services in Celina.
(% excellent or good)



14. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Natural Environment

The natural environment plays a vital role in the health and well-being of residents. The natural spaces in which residents live and experience their communities has a direct and profound effect on quality of life.

Overall quality of natural environment in Celina, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024	vs. benchmark[15]
Overall quality of natural environment			65%	67%	Similar

Please also rate each of the following in the Celina community.
(% excellent or good)

	2018	2020	2022	2024	
Cleanliness			82%	80%	Similar
Water resources					
Air quality			83%	73%	Similar

Please rate the quality of each of the following services in Celina.
(% excellent or good)

	2018	2020	2022	2024	
Preservation of natural areas			47%	48%	Lower
Celina open space			54%	51%	Similar
Recycling			75%	68%	Similar
Yard waste pick-up			68%	68%	Similar

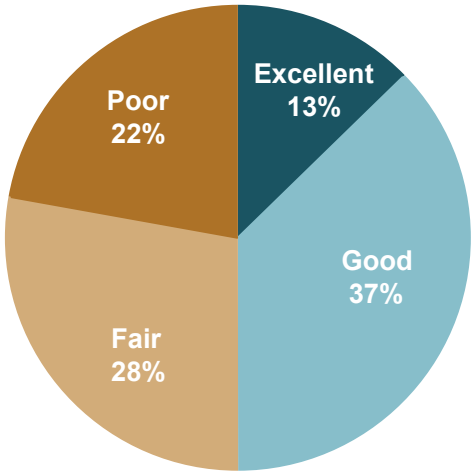
15. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Parks and Recreation

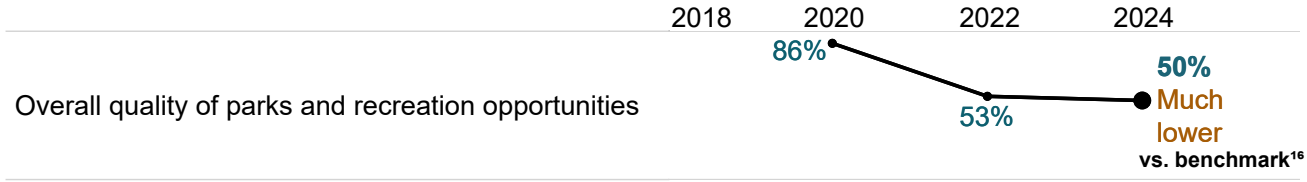
"There are no communities that pride themselves on their quality of life, promote themselves as a desirable location for businesses to relocate, or maintain that they are environmental stewards of their natural resources, without such communities having a robust, active system of parks and recreation programs for public use and enjoyment."

- National Recreation and Park Association

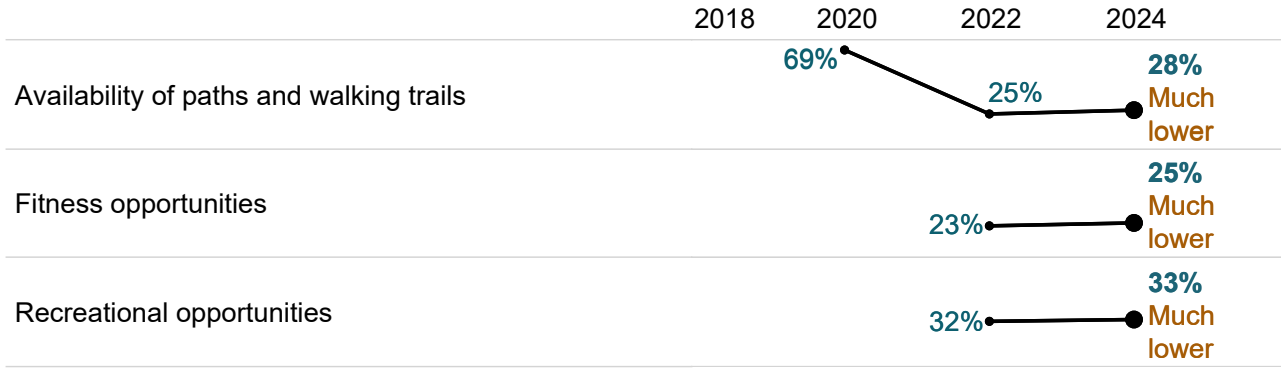
Overall quality of parks and recreation opportunities, 2024



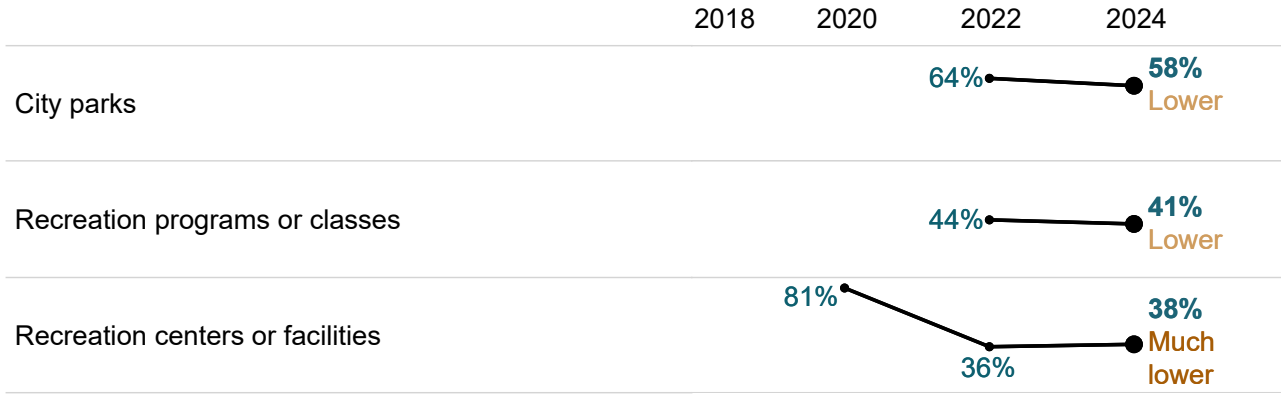
Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)



Please also rate each of the following in the Celina community.
(% excellent or good)



Please rate the quality of each of the following services in Celina.
(% excellent or good)



16. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Health and Wellness

The characteristics of and amenities available in the communities in which people live has a direct impact on the health and wellness of residents, and thus, on their quality of life overall.

Overall health and wellness opportunities in Celina, 2024



Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024	
Overall health and wellness opportunities			44%	47%	Lower vs. benchmark[17]

Please also rate each of the following in the Celina community.
(% excellent or good)

	2018	2020	2022	2024	
Availability of affordable quality food			39%	49%	Similar
Availability of affordable quality health care			29%	39%	Lower
Availability of preventive health services			29%	39%	Lower
Availability of affordable quality mental health care			17%	27%	Lower

Please rate the quality of each of the following services in Celina.
(% excellent or good)

	2018	2020	2022	2024	
Health services			39%	42%	Lower

Please rate your overall health.
(% excellent or very good)

	2018	2020	2022	2024	
Please rate your overall health.			78%	77%	Similar

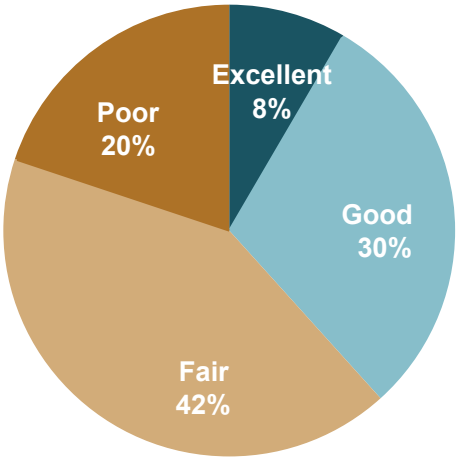
17. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

Education, Arts, and Culture

Participation in the arts, in educational opportunities, and in cultural activities is linked to increased civic engagement, greater social tolerance, and enhanced enjoyment of the local community.

Overall opportunities for education, culture and the arts, 2024



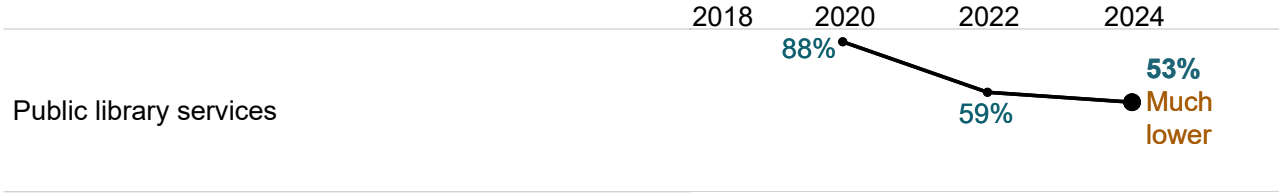
Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)

	2018	2020	2022	2024
Overall opportunities for education, culture, and the arts			41%	38% Lower vs. benchmark[18]

Please also rate each of the following in the Celina community.
(% excellent or good)

	2018	2020	2022	2024
Opportunities to attend cultural/arts/music activities			46%	47% Similar
Community support for the arts			43%	44% Lower
Availability of affordable quality childcare/preschool			33%	37% Similar
K-12 education			70%	70% Similar
Adult educational opportunities			42%	45% Similar
Opportunities to attend special events and festivals		95%	77%	77% Similar

Please rate the quality of each of the following services in Celina.
(% excellent or good)



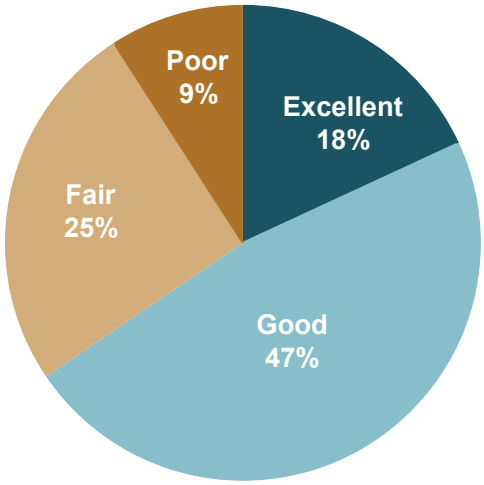
18. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Polco

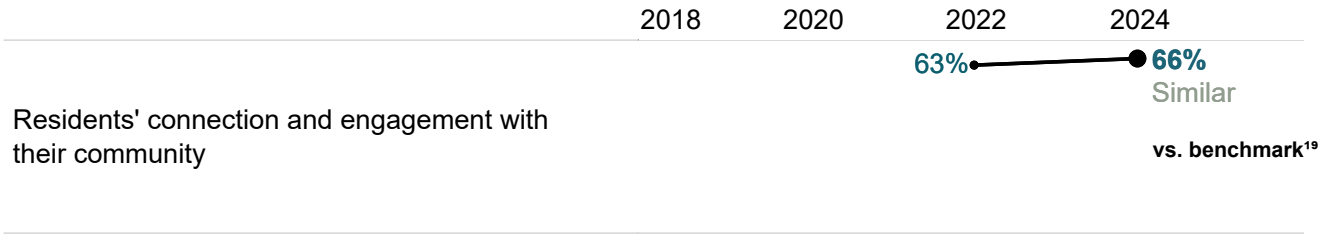
Inclusivity and Engagement

Inclusivity refers to a cultural and environmental feeling of belonging; residents who feel invited to participate within their communities feel more included, involved, and engaged than those who do not.

Residents' connection and engagement with their community, 2024



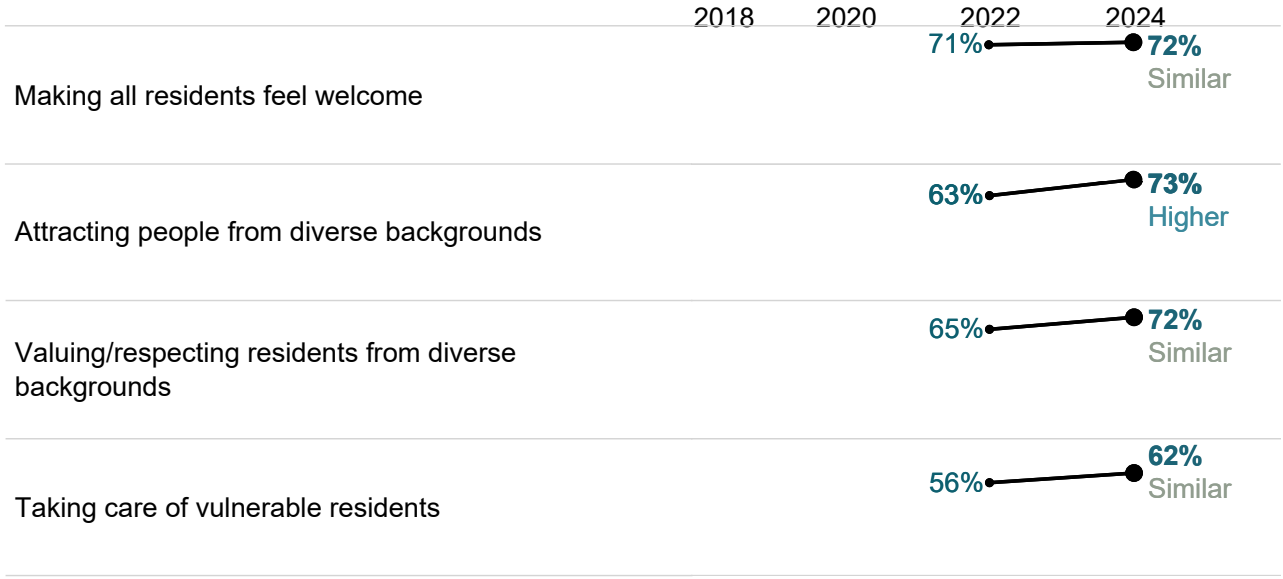
Please rate each of the following characteristics as they relate to Celina as a whole.
(% excellent or good)



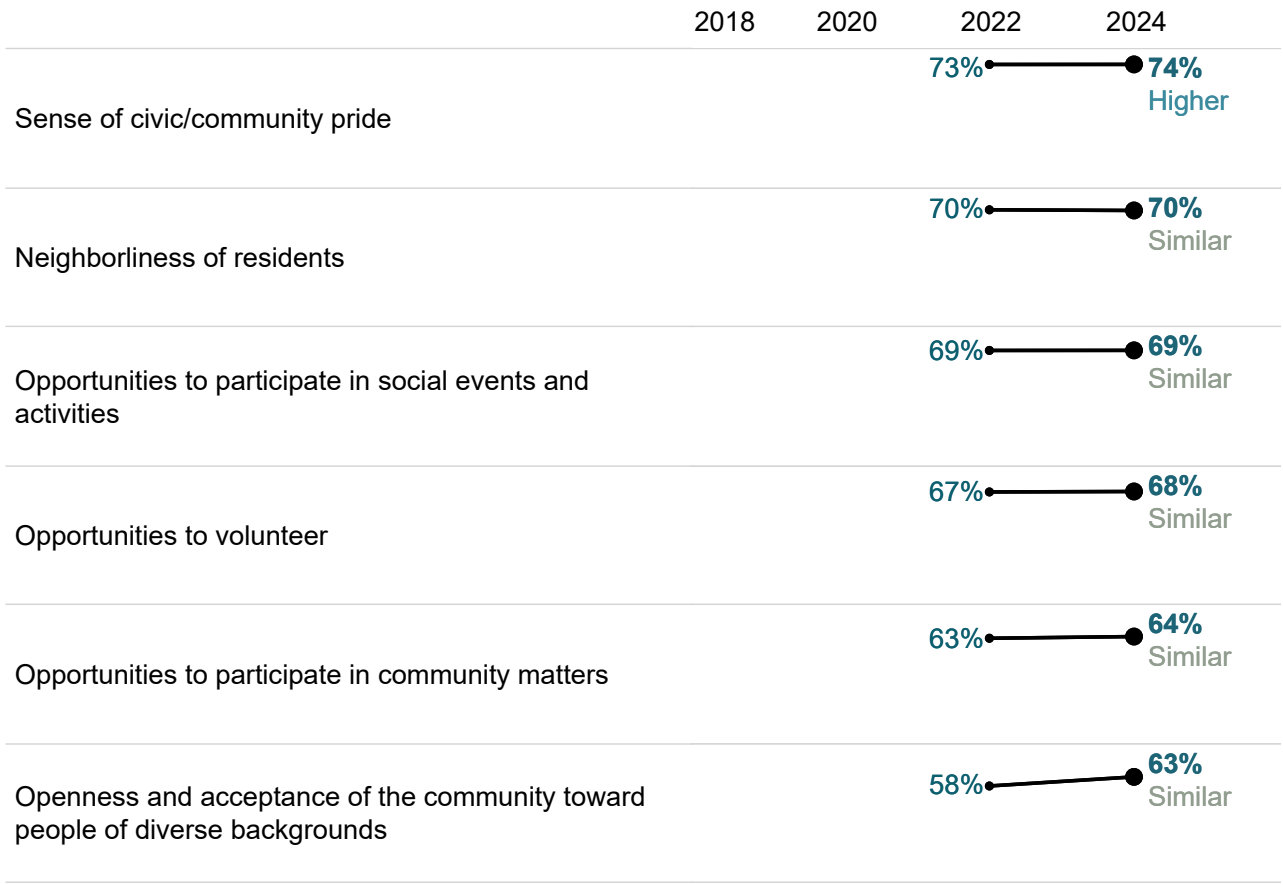
Please rate each of the following aspects of quality of life in Celina.
(% excellent or good)



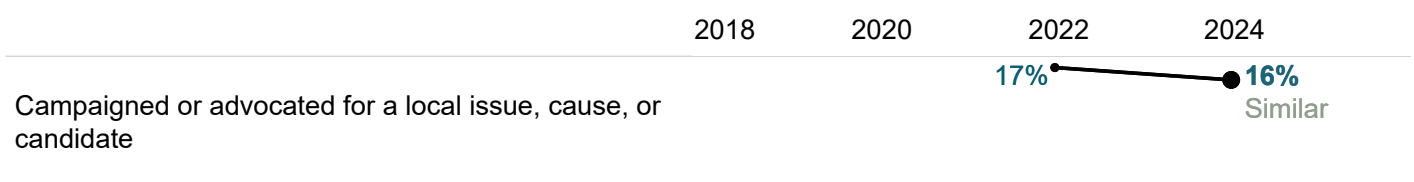
Please rate the job you feel the Celina community does at each of the following.
(% excellent or good)



Please also rate each of the following in the Celina community.
(% excellent or good)



Please indicate whether or not you have done each of the following in the last 12 months.
(% excellent or good)



19. Comparison to the national benchmark is shown. If no comparison is available, this is left blank.

Custom questions

Below are the complete set of responses to each custom question on the survey. By default, “don’t know” responses are excluded, but may be added to the table using the response filter below.

			Include "don't know" No
	Prior to living in the City of Celina, which statement best describes your previous residency?	I am a Celina native/resided in the City for 10+ years	14%
		Dallas or Fort Worth proper	17%
		The greater Dallas-Fort worth area	38%
		Elsewhere in Texas	11%
		Another state	20%
		A country outside of the United States	1%
	In the past 12 months, how many times, if at all, have you or another household member visited Celina's downtown for shopping, dining or entertainment?	Every week or almost every week	30%
		Twice a month	20%
		Once a month	18%
		A few times a year	29%
		Never	3%
Please rate each of the following aspects of Celina's downtown.	Variety of shopping options	Excellent	7%
		Good	29%
		Fair	39%
		Poor	25%
	Variety of dining and entertainment options	Excellent	10%
		Good	37%
		Fair	31%
		Poor	22%
	Availability of downtown living	Excellent	4%
		Good	22%
		Fair	32%
		Poor	42%

Variety of professional services (e.g., real estate, medical, financial/legal, etc.)	Excellent	5%
	Good	31%
	Fair	43%
	Poor	20%
Number of family-oriented businesses	Excellent	26%
	Good	42%
	Fair	25%
	Poor	7%
Variety of cultural and art-related options (art galleries, theaters, etc.)	Excellent	4%
	Good	14%
	Fair	32%
	Poor	50%
Transportation and parking options	Excellent	3%
	Good	27%
	Fair	39%
	Poor	31%

The City of Celina 2024 Community Survey

Please complete this survey if you are the adult (age 18 or older) in the household who most recently had a birthday (the year of birth does not matter). Your responses are confidential and no identifying information will be shared.

1. Please rate each of the following aspects of quality of life in Celina.

	Excellent	Good	Fair	Poor	Don't know
Celina as a place to live	1	2	3	4	5
Your neighborhood as a place to live	1	2	3	4	5
Celina as a place to raise children	1	2	3	4	5
Celina as a place to work	1	2	3	4	5
Celina as a place to visit	1	2	3	4	5
Celina as a place to retire	1	2	3	4	5
The overall quality of life in Celina	1	2	3	4	5
Sense of community	1	2	3	4	5

2. Please rate each of the following characteristics as they relate to Celina as a whole.

	Excellent	Good	Fair	Poor	Don't know
Overall economic health of Celina	1	2	3	4	5
Overall quality of the transportation system (auto, bicycle, foot, bus) in Celina	1	2	3	4	5
Overall design or layout of Celina's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4	5
Overall quality of the utility infrastructure in Celina (water, sewer, storm water, electric/gas, broadband)	1	2	3	4	5
Overall feeling of safety in Celina	1	2	3	4	5
Overall quality of natural environment in Celina	1	2	3	4	5
Overall quality of parks and recreation opportunities	1	2	3	4	5
Overall health and wellness opportunities in Celina	1	2	3	4	5
Overall opportunities for education, culture, and the arts	1	2	3	4	5
Residents' connection and engagement with their community	1	2	3	4	5

3. Please indicate how likely or unlikely you are to do each of the following.

	Very likely	Somewhat likely	Somewhat unlikely	Very unlikely	Don't know
Recommend living in Celina to someone who asks	1	2	3	4	5
Remain in Celina for the next five years	1	2	3	4	5

4. Please rate how safe or unsafe you feel:

	Very safe	Somewhat safe	Neither safe nor unsafe	Somewhat unsafe	Very unsafe	Don't know
In your neighborhood during the day	1	2	3	4	5	6
In Celina's downtown/commercial area during the day	1	2	3	4	5	6
From property crime	1	2	3	4	5	6
From violent crime	1	2	3	4	5	6
From fire, flood, or other natural disaster	1	2	3	4	5	6

5. Please rate the job you feel the Celina community does at each of the following.

	Excellent	Good	Fair	Poor	Don't know
Making all residents feel welcome	1	2	3	4	5
Attracting people from diverse backgrounds	1	2	3	4	5
Valuing/respecting residents from diverse backgrounds	1	2	3	4	5
Taking care of vulnerable residents (elderly, disabled, homeless, etc.)	1	2	3	4	5

6. Please rate each of the following in the Celina community.

	Excellent	Good	Fair	Poor	Don't know
Overall quality of business and service establishments in Celina	1	2	3	4	5
Variety of business and service establishments in Celina	1	2	3	4	5
Vibrancy of downtown/commercial area	1	2	3	4	5
Employment opportunities	1	2	3	4	5
Shopping opportunities	1	2	3	4	5
Cost of living in Celina	1	2	3	4	5
Overall image or reputation of Celina	1	2	3	4	5

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7. Please also rate each of the following in the Celina community.

	Excellent	Good	Fair	Poor	Don't know
Traffic flow on major streets	1	2	3	4	5
Ease of public parking	1	2	3	4	5
Ease of travel by car in Celina	1	2	3	4	5
Ease of travel by public transportation in Celina	1	2	3	4	5
Ease of travel by bicycle in Celina	1	2	3	4	5
Ease of walking in Celina	1	2	3	4	5
Well-planned residential growth	1	2	3	4	5
Well-planned commercial growth	1	2	3	4	5
Well-designed neighborhoods	1	2	3	4	5
Preservation of the historical or cultural character of the community	1	2	3	4	5
Public places where people want to spend time	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of new development in Celina	1	2	3	4	5
Overall appearance of Celina	1	2	3	4	5
Cleanliness of Celina	1	2	3	4	5
Water resources (beaches, lakes, ponds, riverways, etc.)	1	2	3	4	5
Air quality	1	2	3	4	5
Availability of paths and walking trails	1	2	3	4	5
Fitness opportunities (including exercise classes and paths or trails, etc.)	1	2	3	4	5
Recreational opportunities	1	2	3	4	5
Availability of affordable quality food	1	2	3	4	5
Availability of affordable quality health care	1	2	3	4	5
Availability of preventive health services	1	2	3	4	5
Availability of affordable quality mental health care	1	2	3	4	5
Opportunities to attend cultural/arts/music activities	1	2	3	4	5
Community support for the arts	1	2	3	4	5
Availability of affordable quality childcare/preschool	1	2	3	4	5
K-12 education	1	2	3	4	5
Adult educational opportunities	1	2	3	4	5
Sense of civic/community pride	1	2	3	4	5
Neighborliness of residents in Celina	1	2	3	4	5
Opportunities to participate in social events and activities	1	2	3	4	5
Opportunities to attend special events and festivals	1	2	3	4	5
Opportunities to volunteer	1	2	3	4	5
Opportunities to participate in community matters	1	2	3	4	5
Openness and acceptance of the community toward people of diverse backgrounds	1	2	3	4	5

8. Please indicate whether or not you have done each of the following in the last 12 months.

	No	Yes
Contacted the City of Celina (in-person, phone, email, or web) for help or information	1	2
Contacted Celina elected officials (in-person, phone, email, or web) to express your opinion	1	2
Attended a local public meeting (of local elected officials like City Council or County Commissioners, advisory boards, town halls, HOA, neighborhood watch, etc.)	1	2
Watched (online or on television) a local public meeting	1	2
Volunteered your time to some group/activity in Celina	1	2
Campaigned or advocated for a local issue, cause, or candidate	1	2
Voted in your most recent local election	1	2
Used bus, rail, subway, or other public transportation instead of driving	1	2
Carpooled with other adults or children instead of driving alone	1	2
Walked or biked instead of driving	1	2

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9. Please rate the quality of each of the following services in Celina.

	Excellent	Good	Fair	Poor	Don't know
Public information services	1	2	3	4	5
Economic development	1	2	3	4	5
Traffic enforcement	1	2	3	4	5
Traffic signal timing	1	2	3	4	5
Street repair	1	2	3	4	5
Street cleaning	1	2	3	4	5
Street lighting	1	2	3	4	5
Snow removal	1	2	3	4	5
Sidewalk maintenance	1	2	3	4	5
Bus or transit services	1	2	3	4	5
Land use, planning, and zoning	1	2	3	4	5
Code enforcement (weeds, abandoned buildings, etc.)	1	2	3	4	5
Affordable high-speed internet access	1	2	3	4	5
Garbage collection	1	2	3	4	5
Drinking water	1	2	3	4	5
Sewer services	1	2	3	4	5
Storm water management (storm drainage, dams, levees, etc.)	1	2	3	4	5
Power (electric and/or gas) utility	1	2	3	4	5
Utility billing	1	2	3	4	5
Police/Sheriff services	1	2	3	4	5
Crime prevention	1	2	3	4	5
Animal control	1	2	3	4	5
Ambulance or emergency medical services	1	2	3	4	5
Fire services	1	2	3	4	5
Fire prevention and education	1	2	3	4	5
Emergency preparedness (services that prepare the community for natural disasters or other emergency situations)	1	2	3	4	5
Preservation of natural areas (open space, farmlands, and greenbelts)	1	2	3	4	5
Celina open space	1	2	3	4	5
Recycling	1	2	3	4	5
Yard waste pick-up	1	2	3	4	5
City parks	1	2	3	4	5
Recreation programs or classes	1	2	3	4	5
Recreation centers or facilities	1	2	3	4	5
Health services	1	2	3	4	5
Public library services	1	2	3	4	5
Overall customer service by Celina employees (police, receptionists, planners, etc.)	1	2	3	4	5

10. Please rate the following categories of Celina government performance.

	Excellent	Good	Fair	Poor	Don't know
The value of services for the taxes paid to Celina	1	2	3	4	5
The overall direction that Celina is taking	1	2	3	4	5
The job Celina government does at welcoming resident involvement	1	2	3	4	5
Overall confidence in Celina government	1	2	3	4	5
Generally acting in the best interest of the community	1	2	3	4	5
Being honest	1	2	3	4	5
Being open and transparent to the public	1	2	3	4	5
Informing residents about issues facing the community	1	2	3	4	5
Treating all residents fairly	1	2	3	4	5
Treating residents with respect	1	2	3	4	5

11. Overall, how would you rate the quality of the services provided by each of the following?

	Excellent	Good	Fair	Poor	Don't know
The City of Celina	1	2	3	4	5
The Federal Government	1	2	3	4	5

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12. Please rate how important, if at all, you think it is for the Celina community to focus on each of the following in the coming two years.

	Essential	Very important	Somewhat important	Not at all important
Overall economic health of Celina	1	2	3	4
Overall quality of the transportation system (auto, bicycle, foot, bus) in Celina	1	2	3	4
Overall design or layout of Celina's residential and commercial areas (e.g., homes, buildings, streets, parks, etc.)	1	2	3	4
Overall quality of the utility infrastructure in Celina (water, sewer, storm water, electric/gas, broadband)	1	2	3	4
Overall feeling of safety in Celina	1	2	3	4
Overall quality of natural environment in Celina	1	2	3	4
Overall quality of parks and recreation opportunities	1	2	3	4
Overall health and wellness opportunities in Celina	1	2	3	4
Overall opportunities for education, culture, and the arts	1	2	3	4
Residents' connection and engagement with their community	1	2	3	4

13. Prior to living in the City of Celina, which statement best describes your previous residency?

- ❍ I am a Celina native/resided in the City for 10+ years
- ❍ Dallas or Fort Worth proper
- ❍ The greater Dallas-Fort worth area
- ❍ Elsewhere in Texas
- ❍ Another state
- ❍ A country outside of the United States

14. In the past 12 months, how many times, if at all, have you or another household member visited Celina's downtown for shopping, dining or entertainment?

- ❍ Every week or almost every week
- ❍ Twice a month
- ❍ Once a month
- ❍ A few times a year
- ❍ Never

15. Please rate each of the following aspects of Celina's downtown.

	Excellent	Good	Fair	Poor	Don't know
Variety of shopping options	1	2	3	4	5
Variety of dining and entertainment options	1	2	3	4	5
Availability of downtown living	1	2	3	4	5
Variety of professional services (e.g., real estate, medical, financial/legal, etc.)	1	2	3	4	5
Number of family-oriented businesses	1	2	3	4	5
Variety of cultural and art-related options (art galleries, theaters, etc.)	1	2	3	4	5
Transportation and parking options	1	2	3	4	5

16. As a resident of Celina, what one attribute do you believe the City does well and would want to maintain?

_____

_____

17. From a City services, facilities, or program standpoint, what improvement would you most like to see in Celina? Please describe only one.

_____

_____

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Our last questions are about you and your household.
Again, all of your responses to this survey are confidential and no identifying information will be shared.

D1. In general, how many times do you:

	Several times a day	Once a day	A few times a week	Every few weeks	Less often or never	Don't know
Access the internet from your home using a computer, laptop, or tablet computer	1	2	3	4	5	6
Access the internet from your cell phone	1	2	3	4	5	6
Visit social media sites such as Facebook, Twitter, Nextdoor, etc.	1	2	3	4	5	6
Use or check email	1	2	3	4	5	6
Share your opinions online	1	2	3	4	5	6
Shop online	1	2	3	4	5	6

D2. Please rate your overall health.

❍ Excellent ❍ Very good ❍ Good ❍ Fair ❍ Poor

D3. What impact, if any, do you think the economy will have on your family income in the next 6 months? Do you think the impact will be:

❍ Very positive ❍ Somewhat positive ❍ Neutral ❍ Somewhat negative ❍ Very negative

D4. How many years have you lived in Celina?

❍ Less than 2 years
❍ 2-5 years
❍ 6-10 years
❍ 11-20 years
❍ More than 20 years

D5. Which best describes the building you live in?

❍ Single-family detached home
❍ Townhouse or duplex (may share walls but no units above or below you)
❍ Condominium or apartment (have units above or below you)
❍ Mobile home
❍ Other

D6. Do you rent or own your home?

❍ Rent
❍ Own

D7. About how much is your monthly housing cost for the place you live (including rent, mortgage payment, property tax, property insurance, and homeowners' association (HOA) fees)?

❍ Less than $300
❍ $300 to $599
❍ $600 to $999
❍ $1,000 to $1,499
❍ $1,500 to $2,499
❍ $2,500 to $3,999
❍ $4,000 to $6,999
❍ $7,000 to $9,999
❍ $10,000 or more

D8. Do any children 17 or under live in your household?

❍ No ❍ Yes

D9. Are you or any other members of your household aged 65 or older?

❍ No ❍ Yes

D10. How much do you anticipate your household's total income before taxes will be for the current year? (Please include in your total income money from all sources for all persons living in your household.)

❍ Less than $25,000
❍ $25,000 to $49,999
❍ $50,000 to $74,999
❍ $75,000 to $99,999
❍ $100,000 to $149,999
❍ $150,000 to $199,999
❍ $200,000 to $299,999
❍ $300,000 or more

D11. Are you of Hispanic, Latino/a/x, or Spanish origin?

❍ No ❍ Yes

D12. What is your race? (Mark one or more races to indicate what race you consider yourself to be.)

❑ American Indian or Alaskan Native
❑ Asian
❑ Black or African American
❑ Native Hawaiian or Other Pacific Islander
❑ White
❑ A race not listed

D13. In which category is your age?

❍ 18-24 years
❍ 25-34 years
❍ 35-44 years
❍ 45-54 years
❍ 55-64 years
❍ 65-74 years
❍ 75 years or older

D14. What is your gender?

❍ Woman
❍ Man
❍ Identify in another way → go to D14a

D14a. If you identify in another way, how would you describe your gender?

❍ Agender/I don't identify with any gender
❍ Genderqueer/gender fluid
❍ Non-binary
❍ Transgender man
❍ Transgender woman
❍ Two-spirit
❍ Identify in another way

Thank you! Please return the completed survey in the postage-paid envelope to:
National Research Center, Inc., PO Box 549, Belle Mead, NJ 08502

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Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Victoria Kiker
Date:	December 10, 2024
Re:	Discussion regarding the Downtown Code

Action Requested:
Discussion regarding the Downtown Code (McAfee)

Background Information:
Mayor Tubbs and Councilmember Grumbles requested staff to lead a discussion on the Downtown Code. Staff will present a summary of the Downtown Code, which will provide the City Council with an opportunity to give feedback or suggest potential opportunities for revision.

Legal Review:

Supporting Documents:
1. Presentation

Financial Consideration:

Staff Recommendation:

DOWNTOWN CODE DISCUSSION

City Council – Worksession
December 10, 2024



BACKGROUND

- Council approved the Downtown Master Plan in January 2019, after nearly 2 years of public engagement
- Forged a vision for how the downtown evolves over the next 20 years
- Directed the City to correct the regulatory framework so that the codes match the vision for downtown
- 2019 APA award for Public Outreach

DOWNTOWN CODE

- #1 method to protect and preserve downtown's existing character
- Zoned all of downtown to ensure consistency & compatible design
- Strategically deregulates certain standards, eliminating barriers to entry for new businesses
- Adopted May 2021
- 2021 APA award for Urban Design

Residential Protection



The Downtown Code is built from the Downtown Master Plan that the community helped create.

DOWNTOWN CODE DISTRICTS

Six districts.
1 Downtown.



Figure 2. Regulating Plan

ARCHITECTURE

Architecture is important to form.

Historic Texas







DOWNTOWN
CELINA
EST. 1876
TEXAS



It’s the form… not the use.

SUBURBAN v. DOWNTOWN

Suburban:

- On-site parking in front of building
- Expansive parking lots (abundance)
- Designed for cars
- Accused of being soulless
- High cost to service & maintain
- Drivable

Downtown:

- Building pushed toward street edge
- Limited teaser parking (scarcity)
- Designed for people
- Accused of having a sense of place
- Higher per-acre yield
- Walkable

Development Process Goals

- Provide certainty to applicants by having clear standards.
- Provide a smooth, predictable, and quick process that results in development consistent with the Downtown Vision.
- Provide a collaborative and partner-based approach to development to ensure great outcomes.

APPROVAL AUTHORITIES

Staff	P&Z*	City Council*
• Minor Modifications	• Major Modifications (*recommendation*)	• Major Modifications (*final approval authority***)

** Indicates a required public hearing with public notifications*
***In 2023, the City Council revised the Downtown Code so that Major Modifications follow a path similar to rezoning cases in lieu of the Downtown Commission being the final approval authority*

MODIFICATIONS

Minor Modifications

(h) Minor Modifications

1. During the review process, the Director is authorized to approve Minor Modifications at the request of an applicant. Minor Modifications are provided for basic flexibility in design.

Numerical adjustments up to 10 percent

6. Financial considerations alone shall not be basis for Minor Code Modifications under this section of reductions.

Major Modification (July 2024)



(a) Schedule of Uses

P = Permitted; Blank = Not permitted

Uses	The Bricks	The Verandas	Patio Commons	Entertain-ment	Preston Streams	Gateway East
*Residential	P	P	P	P	See Note 7	P
Retail/ store/ restaurant	P	P	P	P	See Note 7	P
Office/ medical office	P	P	P	P	See Note 7	P
Entertainment			P	P	See Note 7	P
Auto-related						
Heavy industrial/ dirty industrial						
Assisted living/ nursing home						
Pick-up-/ drop-off-heavy uses (ex. K-12 school)						

Land Uses

Per the existing Downtown Code, the following land uses are prohibited in Downtown:

- Alternative retail services (SUP)
- Assisted living/nursing home
- Auto-related
- Gun ranges
- Heavy industrial/dirty industrial
- Pawn shops
- Pick-up/drop-off-heavy uses (ex. K-12 schools, drive-thrus)

1. Excessively noxious uses are not permitted Downtown.
2. Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.
3. Uses consistent with the Vision of Downtown, either in the District description or in the Downtown Master Plan, shall be permitted even if not expressly listed above.
4. Where uses consistent with the Vision are loud or could otherwise interfere with residential living, potential negative impacts shall be mitigated through screening, limits on outdoor activity, fencing, landscaping, and/or hours of operation through a Specific Use Permit tied to the subject use on the subject property.
5. Large footprint uses (over 20,000 square feet on ground level) shall be multi-story, or locate the use on a mezzanine, and shall have structured parking.
6. Urban agriculture shall be allowed with a storefront/market.
7. Where properties do not front Pecan, Oklahoma, Ash, or Malone only single family residential, two family residential, or three family residential are permitted.

Residential Land Use Protections

in addition to certain prohibited uses

- Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.
- Where uses consistent with the Vision are loud or could otherwise interfere with residential living, potential negative impacts shall be mitigated through screening, limits on outdoor activity, fencing, landscaping, and/or hours of operation through a Specific Use Permit tied to the subject use on the subject property.

AMENDMENTS

- The Downtown Code anticipated regular updates as opportunities to improve were uncovered thru market testing

Administration
Updates and Amendments

(d) Purpose

1. Essential to maintaining community relevance will be regular updates and amendments. These updates and amendments will ensure Code accuracy, public notification, and assessment of objectives.

2. As time passes, development will be constructed and new goals will be envisioned. This constant change means the Downtown Master Plan and Downtown Code should be living documents that grow with the community, and updates or amendments are part of that process.

FINAL NOTES

- Staff receives inquiries on prospective new development daily, but only a small percentage formally submit an application

NEXT STEPS

- Are there aspects of the Downtown Code that Council wants to discuss for potential revisions?
- If so, what parts?

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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:	December 10, 2024
Re:	Discussion regarding Roadway Impact Fees

Action Requested:
Discussion regarding Roadway Impact Fees (Glasgow)

Background Information:

Legal Review:

Supporting Documents:
1. Presentation

Financial Consideration:

Staff Recommendation:

Roadway Impact Fees

City Council Work Session

City of Celina

Life Connected.

Dec 10, 2024

Outline

- Impact Fee Basics
- Impact Fee Components & MTP Update
- Maximum Fee
- Collection Rate Options
- Next Steps

What are Impact Fees?

One-time fee for new development.

Mechanism to recover infrastructure costs required to serve the future development.

Legal way to collect a flexible fee for infrastructure.
This gives a City freedom (or flexibility) to spend money on high priority projects within a broader service area.

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Why Use Impact Fees?

Equitable

Barring existing ordinances, development pays an equal fee whether first to develop or last to develop.

Predictable

Fee schedule can be made available online.

Developers can rely on land use and IF CIP plans to make decisions about when, where, and what to build.

Ensures Accountability

State law requires that impact fees be spent within a certain amount of time or be refunded to the property owner.

Proportional

Directly related to the amount of demand generated by the development

Calculation based on systemwide impact

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What items are and are not payable with Impact Fees?

Components that *can* be paid for through an impact fee program:

- ✓ Construction cost of capital improvements on the Impact Fee CIP
  - Roadway to thoroughfare standard
  - Upsized water/wastewater line
  - Traffic signals, bridges, sidewalks, etc.
- ✓ Survey and Engineering fees
- ✓ Land acquisition costs, including court awards
- ✓ Debt Service of Impact Fee CIP
- ✓ **Planning Studies**

Components that *cannot* be paid for through an impact fee program:

- Projects not included in the Impact Fee CIP
- Repair, operation, and maintenance of existing facilities
- Upgrades to serve existing development
- Administrative costs of operating the impact fee program

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Impact Fee Basics

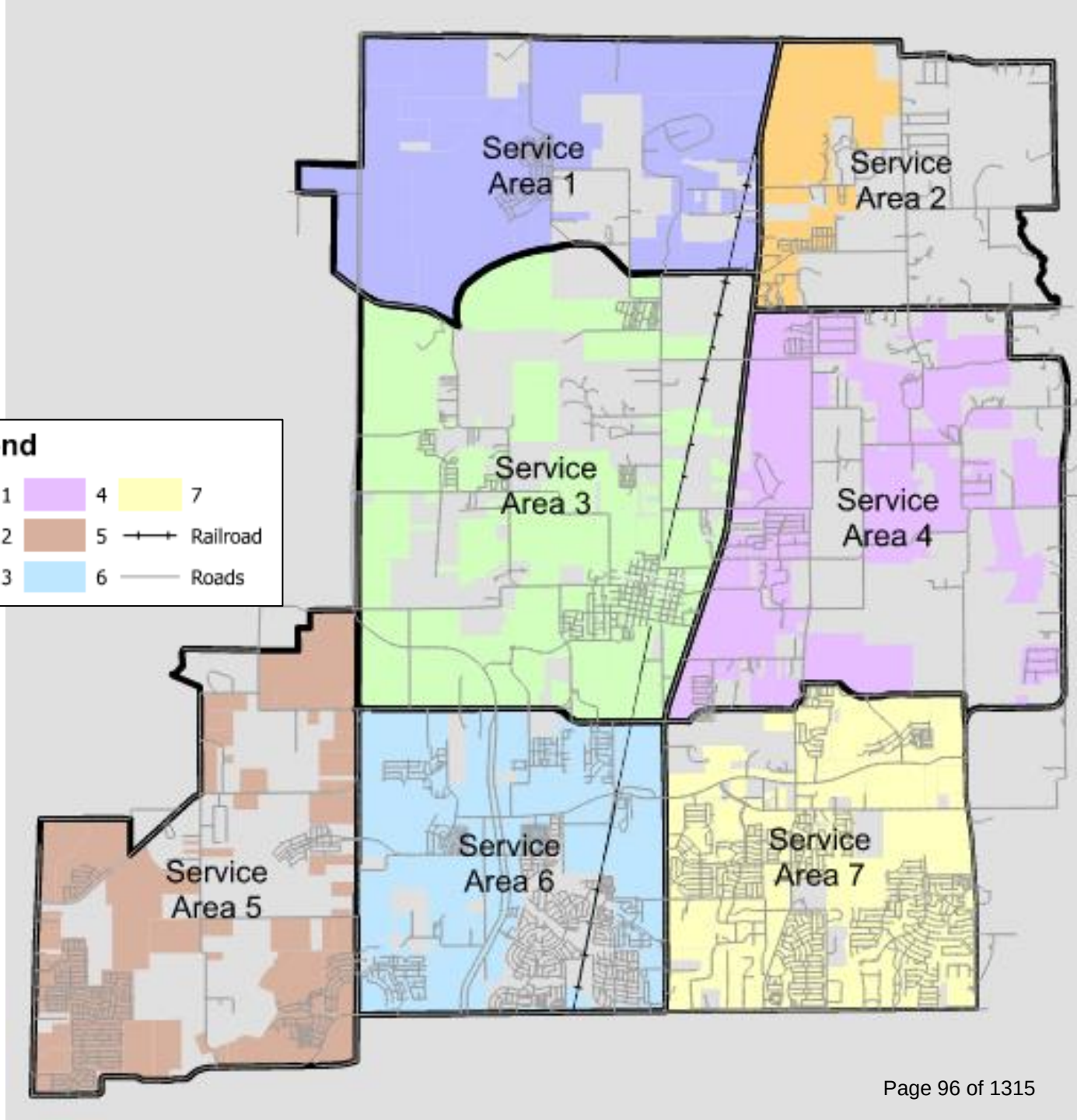
- **What Are The Components?**
  - Service Areas
  - Land Use Assumptions
  - Service Units
  - Capital Improvements Plans
    - Master Thoroughfare Plan Update
  - Maximum Assessable Fee
    - Credit Calculation

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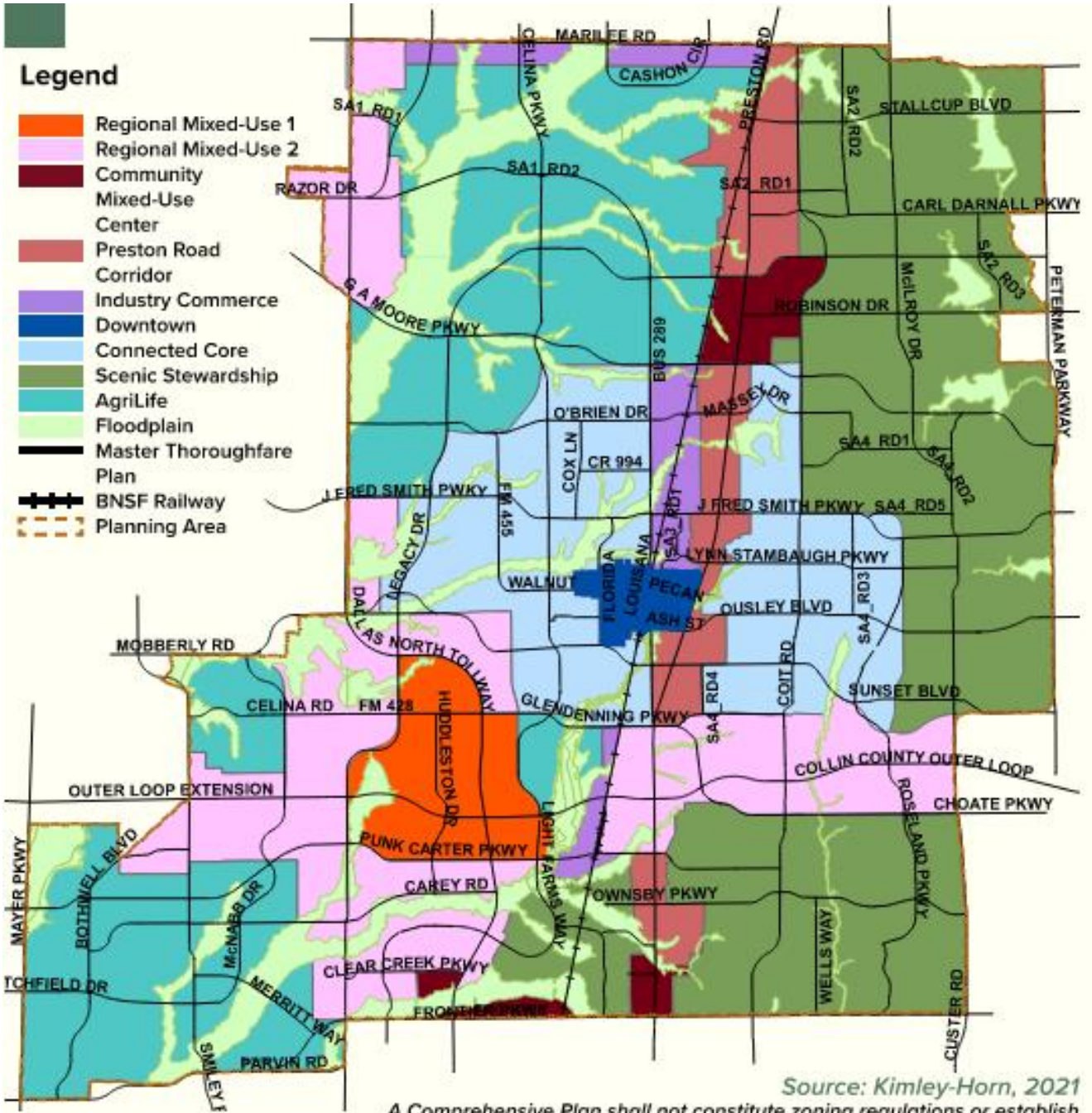
Service Areas

- Area to be served by Impact Fee Capital Improvement Plan
- Roadway Service Areas are limited to six (6) miles by state law
  - Cannot include ETJ
  - Seven (7) service areas in Celina
  - Updated to include Annexations since 2021 study adoption
    - Resulted in **24% more land area** within the City Limits



Land Use Assumptions

- 10 Year Growth Projection
- Land Use Categories:
  - Residential
  - Basic
  - Service
  - Retail
- Data Sources:
  - W/WW Master Plan
  - W/WW Impact Fees
    - Parcel data
    - Growth trends
    - Known developments
  - Celina 2040



Source: Kimley-Horn, 2021

A Comprehensive Plan shall not constitute zoning regulations or establish zoning boundaries. The Character Framework Plan represents a vision for future land use and design.

Service Units

- **Chapter 395 "Service Unit" Definition**
  - Standardized measure of consumption attributable to an individual unit of development
- **Roadway uses vehicle miles - One vehicle to travel one mile**

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Service Units

- Two variables:
  - Trip Generation
    - ITE Trip Generation Manual – 11th Edition
  - Trip Length
    - National Household Travel Survey
    - Travel Demand Modeling

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Service Units



ITE Land Use	Single-Family Detached Housing (ITE # 210)
Trips	0.94 Vehicles (PM Peak) *(ITE Trip Generation)*
X Trip Length	4.90 Miles
Vehicle-Miles	4.60 Vehicle-Miles



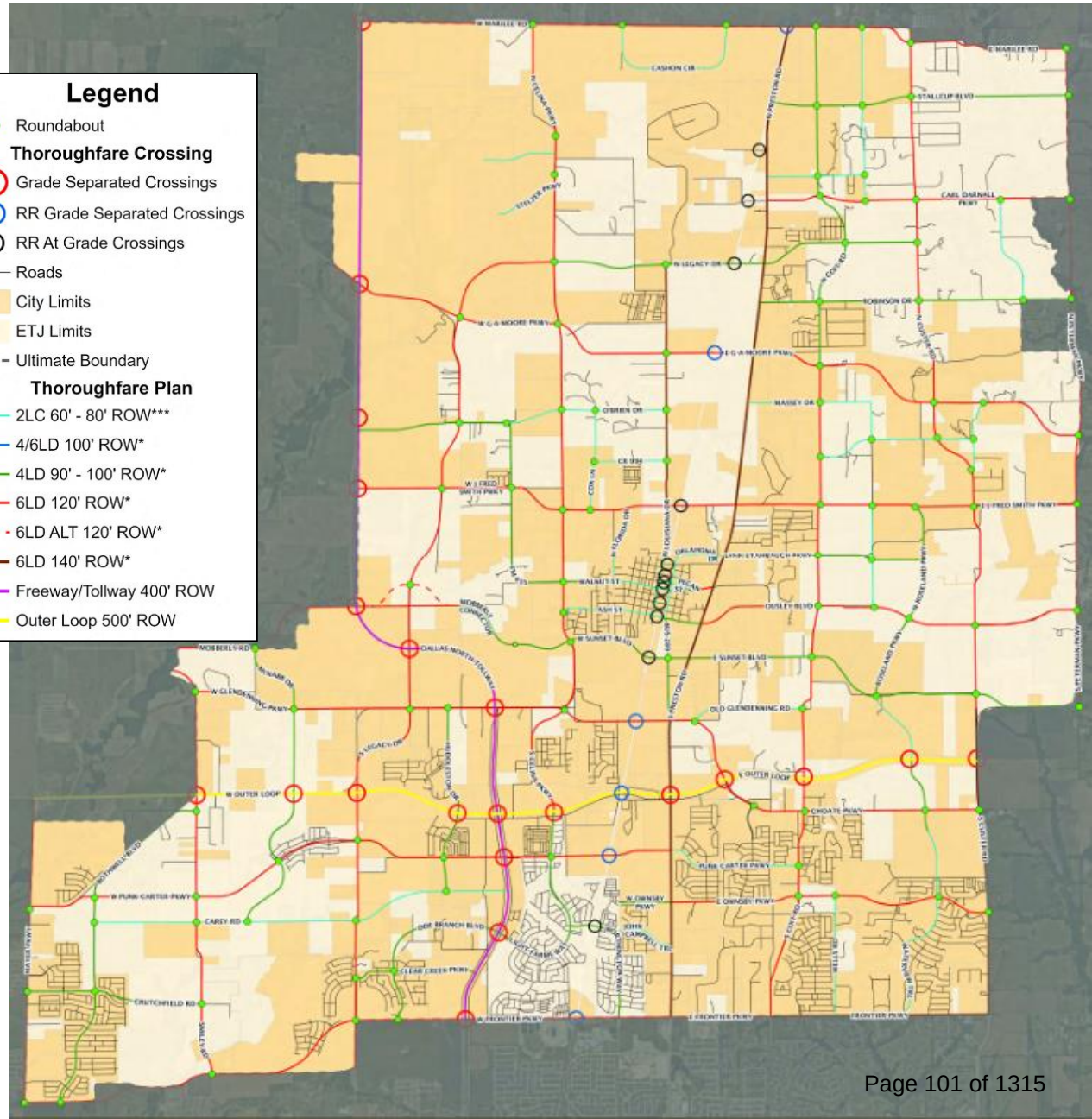
ITE Land Use	Shopping Plaza (ITE #821)
Trips	5.19 Vehicles (PM Peak) *(ITE Trip Generation)*
Reduction for Pass-by Trips	34% *(ITE Trip Generation Handbook)* 3.43 Vehicles (PM Peak)
X Trip Length	2.80 Miles
Vehicle-Miles**	9.60 Vehicle-Miles

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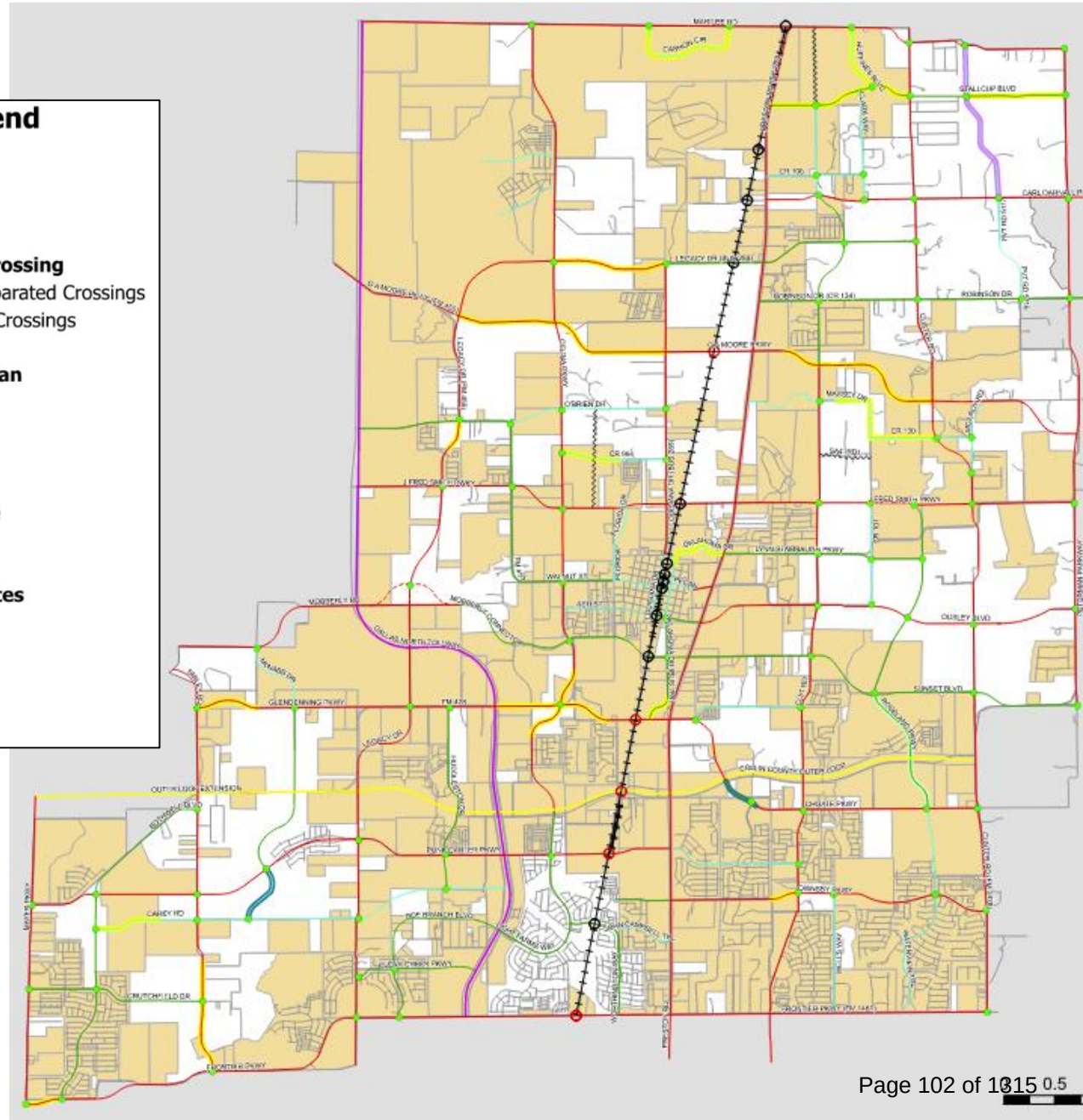
Capital Improvements Plan

- Infrastructure needed to serve 10 Year growth
  - 10-year IF CIP vs 5-year CIP
- Based on an adopted plan

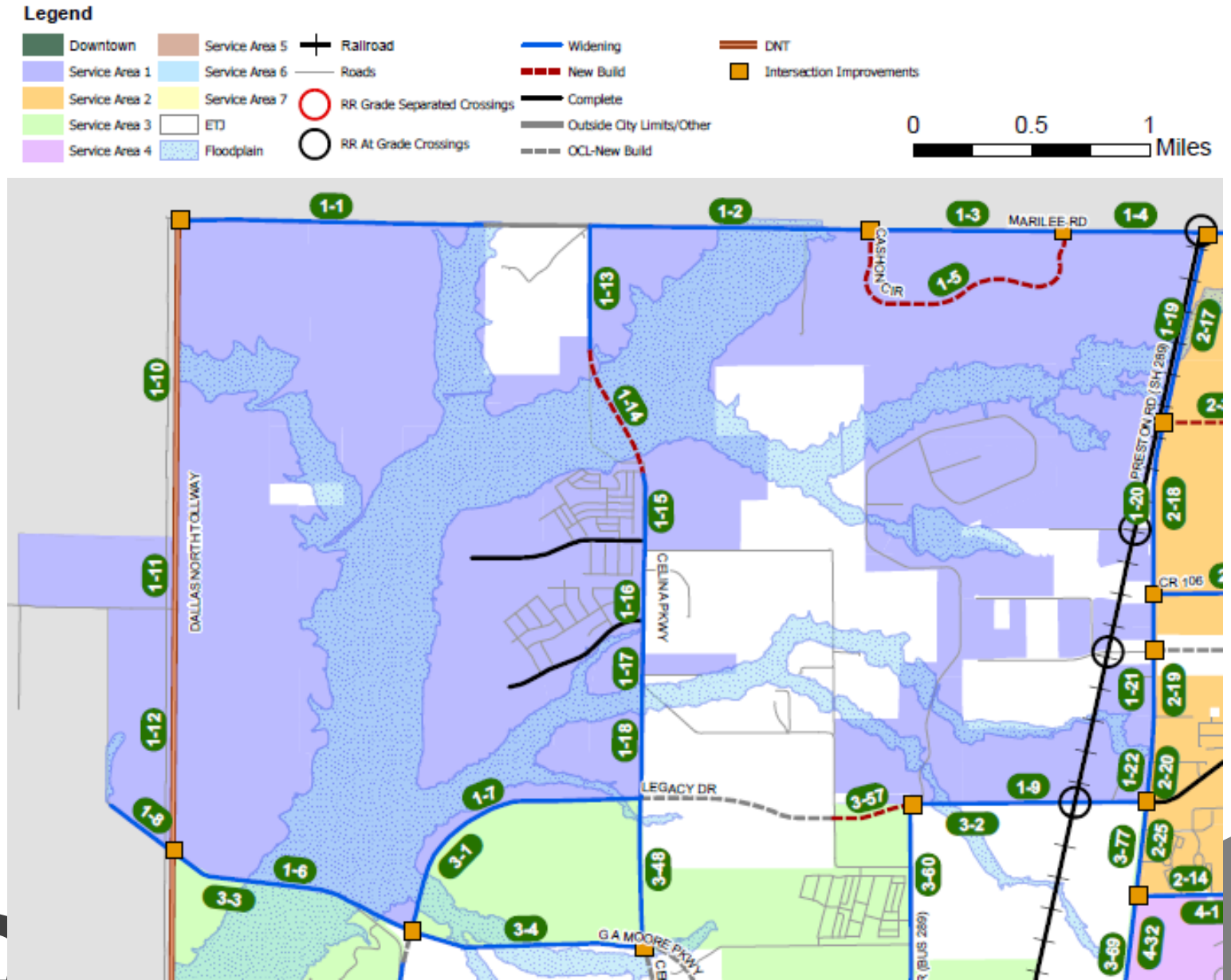


Capital Improvements Plan: MTP Update

- Match approved development plans (as of 9/1/2024)
- Match recently built alignments
- Match TxDOT/County alignments
- Align with TIAs performed



Capital Improvements Plan Example: Service Area 1



Impact Fee Methodology

- How are Impact Fees Calculated?
- Land Use and Population Projections
- Master Plan Infrastructure Requirements
- Develop 10-Year Impact Fee CIP
- Remove costs associated with existing development and growth at 10+ years
- Calculate Pre-Credit Max Assessable Impact Fee

$$\text{Impact Fee Per Service Unit} = \frac{\text{Recoverable Cost of the CIP (\$)}}{\text{New Service Units}}$$

- Credit Calculation

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Credit Calculation

- Chapter 395 states:
  - Detailed credit calculation; or
  - **a credit equal to 50 percent**
- The 2024 Roadway Impact Fee Update will include the 50% credit to account for Ad Valorem taxes

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2024 Maximum Fee per Service Area

Service Area	1	2	3	4	5	6	7
2021 Max Assessable Fee	$ 1,142	$ 1,561	$ 1,225	$ 1,397	$ 1,788	$ 2,022	$ 910
2024 Max Assessable Fee	**$ 3,991**	**$ 3,387**	**$ 3,626**	**$ 2,997**	**$ 3,996**	**$ 1,936**	**$ 1,582**
Change	***$ 2,849***	***$ 1,826***	***$ 2,401***	***$ 1,600***	***$ 2,208***	***$ (86)***	***$ 672***

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2021/2024 Rate Comparison & Options

Service Area	1	2	3	4	5	6	7
2021 Max Assessable Fee Per SF Home	$ 5,539	$ 7,571	$ 5,941	$ 6,775	$ 8,672	$ 9,807	$ 4,414
2021 Collection Rate Per SF Home	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 4,400
2024 Max Assessable Fee Per SF Home	$ 18,359	$ 15,580	$ 16,680	$ 13,786	$ 18,382	$ 8,906	$ 7,277
Change	$ 12,820	$ 8,009	$ 10,739	$ 7,011	$ 9,710	$ (901)	$ 2,864
2024 Collection Rate Options ($/ Single Family Home)							
Option 1 *(Cap at 2nd lowest SA)*	$ 8,900	$ 8,900	$ 8,900	$ 8,900	$ 8,900	$ 8,900	$ 7,200
Option 2 *(Double the Rate)*	$ 11,000	$ 11,000	$ 11,000	$ 11,000	$ 11,000	$ 8,900	$ 7,200
Option 3 *(Cap at 3rd lowest SA)*	$ 13,700	$ 13,700	$ 13,700	$ 13,700	$ 13,700	$ 8,900	$ 7,200
Option 4 *(100% of Max Assessable)*	$ 18,359	$ 15,580	$ 16,680	$ 13,786	$ 18,382	$ 8,906	$ 7,277

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Neighboring Cities Comparison Table (Single Family Home)

City	Service Areas	Last Updated	Highest SA	Lowest SA	% of Max Fee Collected
Little Elm (2017)	3	2017	$3,498.00	$1,684.00	70% - 100%
Prosper (2017)	2	2017	$6,053.00	$4,589.00	40%
Frisco (2019)	4	2019	$4,257.00	$1,935.00	70%
McKinney (2020)	13	2020	$16,674.00	$1,411.00	Varies
Flower Mound (2021)	3	2021	$17,974.10	$3,040.95	100%
Anna (2022)	2	2022	$5,202.00	$4,021.00	100%
Denton (2024)	5	2024	$3,673.00	$3,673.00	20%
Celina (2021)	***7***	***2021***	***$5,500.00***	***$4,400.00***	***Varies***
Celina (2024 Option 1)	***7***	***2024***	***$8,900.00***	***$7,200.00***	***Varies***
Celina (2024 Option 2)	***7***	***2024***	***$11,000.00***	***$7,200.00***	***Varies***
Celina (2024 Option 3)	***7***	***2024***	***$13,700.00***	***$7,200.00***	***Varies***
Celina (2024 Max)	***7***	***2024***	***$18,382.00***	***$7,277.00***	***100%***

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Neighboring Cities Comparison Chart (Highest/Lowest Service Area: Single Family Home)



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Next Steps

- Resolution to set the Public Hearing – 12/10 (Today)
- CIAC 2nd Meeting on Roadway Impact Fees – 12/19
- Public Hearing for Roadway Impact Fees – 1/14/2025

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, NOVEMBER 12, 2024
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:02 PM.

Members Present:	**Members Absent:**
Mayor Ryan Tubbs	Council Member Philip Ferguson
Mayor Pro Tem Andy Hopkins	
Deputy Mayor Pro Tem Mindy Koehne	
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 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 acquisition of ROW for Coit Road from Outer Loop to Old Glendenning Road

J. Discussion regarding the possible purchase of 516 S Oklahoma

Mayor Tubbs recessed the meeting at 5:03 PM.
Mayor Tubbs reconvened the meeting at 6:22 PM.

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.
Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted five (5) for and none (0) opposed to act to authorize the acceptance of the settlement with Celina Stone and authorize the City Manager to execute necessary documents. The motion carried 5-0.

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.
Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted five (5) for and none (0) opposed to act to authorize the acceptance of the purchase agreement with Old Celina, Ltd. and authorize the City Manager to execute necessary documents. The motion carried 5-0.

Moved to Item V. C.

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)

Deputy Mayor Pro Tem Koehne left the meeting at 6:47 PM.

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)

Moved to Item IV. A.

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.

Beverly Hays spoke regarding alley issues.

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 Mayor Pro Tem Hopkins, the Council voted four (4) for and none (0) opposed to approve consent agenda less item T. The motion carried 4-0.

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)

Item was tabled.

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

ORDINANCE NO. 2024-97

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, AMENDING THE CODE OF ORDINANCES AT CHAPTER 3, "BUILDING REGULATIONS," ARTICLE 3.05 "FLOODPLAIN REGULATIONS"; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR FINDINGS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS/REPEALING CLAUSE; PROVIDING FOR A PENALTY; AND DETERMINING THE MEETING AT WHICH THIS

ORDINANCE IS ADOPTED TO BE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

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)

ORDINANCE NO. 2024-98

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 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)

Mayor Tubbs opened the public hearing at 7:20 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:20 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted four (4) for and none (0) opposed to approve Ordinance No. 2024-99. The motion carried 4-0.

ORDINANCE NO. 2024-99

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.

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)

Mayor Tubbs opened the public hearing at 7:23 PM.
Roxanne Sheehan, legal counsel for the developer, spoke in favor of the item.
Mayor Tubbs closed the public hearing at 7:24 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted four (4) for and none (0) opposed to approve Ordinance No. 2024-100. The motion carried 4-0.

ORDINANCE NO. 2024-100

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.

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)

Upon a motion by Council Member Wigginton and a second by Council Member Grumbles, the Council voted four (4) for and none (0) opposed to approve the FY2025 Water Meter Purchase and Fees. The motion carried 4-0.

Moved to IX. C.

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)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted four (4) for and none (0) opposed to approve Ordinance No. 2024-102. The motion carried 4-0.

ORDINANCE NO. 2024-102

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.

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)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted four (4) for and none (0) opposed to approve Ordinance No. 2024-101. The motion carried 4-0.

ORDINANCE NO. 2024-101

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.

Moved to IX. B.

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

Upon a motion by Council Member Wigginton and a second by Council Member Grumbles, the Council voted four (4) for and none (0) opposed to approve Resolution No. 2024-50R. The motion carried 4-0.

RESOLUTION NO. 2024-50R

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.

X. ADJOURNMENT:
Mayor Tubbs adjourned the meeting at 8:07 PM.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

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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:	December 10, 2024
Re:	FY 25 Investment Policy

Action Requested:
Consider and act upon a Resolution approving an Investment Policy for the City of Celina. (Bromiley)

Background Information:
The Investment Policy is provided annually for consideration by the City Council. The Public Funds Investment Act of the Texas Government Code requires local governments to formally adopt a written investment policy annually. The City Council approves this policy every December to meet the requirement.

The Finance Department has reviewed and is submitting the Investment Policy for 2025. Staff recommend no changes to the Investment Policy. This policy is in full compliance with state laws and PFIA requirements.

Legal Review:
N/A

Supporting Documents:
1. Investment Policy 2025 Presentation
2. Investment Policy Resolution
3. Investment Policy FY 25

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

INVESTMENT POLICY APPROVAL
2025

Robin Bromiley
December 10, 2024



INVESTMENT POLICY APPROVAL

The Investment Policy is provided annually for consideration by the City Council. The Public Funds Investment Act of the Texas Government Code requires local governments to formally adopt a written investment policy annually. The City Council approves this policy every December to meet the requirement.

The Finance Department has reviewed and is submitting the Investment Policy for 2025. Staff recommend no changes to the Investment Policy. This policy is in full compliance with state laws and PFIA requirements.

QUESTIONS?

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA ADOPTING AN INVESTMENT POLICY FOR FUNDS FOR THE CITY OF CELINA FOR FISCAL YEAR 2024-2025; DESIGNATING THE DIRECTOR OF FINANCE, AS THE INVESTMENT OFFICER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Funds Investment Act (Texas Government Code, Chapter 2256) governs local government investment; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(a)) requires the City Council of the City of Celina (the "City Council") to adopt an investment policy and investment strategies by resolution governing the investment of funds under its control; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(e)), requires the City Council to review its investment policy not less than annually; and

WHEREAS, the City Council has reviewed the Investment Policy for Fiscal Year 2024/2025 (the "Investment Policy") attached hereto as **Exhibit "A"** and incorporated herein, for compliance with the Public Funds Investment Act; and

WHEREAS, the Public Fund Investment Act (Section 2256.005(f)) requires the City to designate by resolution one or more officers as investment officer to be responsible for the investment of its funds consistent with the Investment Policy.

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

SECTION 1. That the foregoing recitals are hereby adopted and incorporated into this Resolution.

SECTION 2. The Investment Policy attached hereto as Exhibit "A" ("Investment Policy"), and made a part hereof for all purposes, has been reviewed and includes any amendments thereto, is hereby adopted as the Investment Policy of the City of Celina as required by Chapter 2256 of the Texas Government Code.

SECTION 3. That the Director of Finance are hereby designated as the City's primary investment officer to perform the functions required by the attached Investment Policy, and the investment officers are hereby authorized to perform the functions required under the Investment Policy and Chapter 2256 of the Texas Government Code, as amended from time to time.

SECTION 4. This resolution shall take effect upon its passage and approval.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA ON THIS THE 10TH DAY OF DECEMBER 2024.

APPROVED:

_____
Ryan Tubbs, MAYOR

ATTEST:

_____
Lauren Vaughns, CITY SECRETARY

EXHIBIT A
CITY OF CELINA, TEXAS
INVESTMENT POLICY

CITY OF CELINA, TEXAS

INVESTMENT POLICY

CITY OF CELINA, TEXAS
INVESTMENT POLICY

PREFACE

It is the policy of the City of Celina (the "City") that after allowing for the anticipated cash flow requirements of the City and giving due consideration to the safety and risks of investments, all available funds shall be invested in conformance with these legal and administrative guidelines to obtain a market rate of return.

Effective cash management is recognized as essential to good fiscal management. An active cash management and investment policy will be pursued to take advantage of investment interest as a viable and material source of revenue for City funds. The City's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law. The City will invest public funds in a manner that will provide the maximum security and a market rate of return while meeting the daily cash flow demands of the City.

The City is required under the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) to adopt a formal written Investment Policy for the investment of public funds. These policies serve to satisfy the statutory requirement (specifically the Public Funds Investment Act, Chapter 2256 of the Texas Government Code [the "Act"]) to define, adopt and review a formal investment strategy and policy.

CITY OF CELINA
INVESTMENT POLICY
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1. PURPOSE. The purpose of this investment policy (the "Policy") is to set forth specific investment policy and strategy guidelines for the City in order to achieve the goals of safety and liquidity, achieve a market rate of return, and maintain public trust in all investment activities. On an annual basis, the City Council shall review and adopt the investment strategy and policy and shall state Policy revisions, if any, in the adopting resolution.

2. INVESTMENT STRATEGY. The City maintains a comprehensive and proactive cash management program that is designed to monitor and control all City funds to ensure maximum utilization and yield a market rate of return. (For the purpose of this policy, a "market rate of return" refers to the approximate interest rate that could be earned by an investor in a specific maturity range at any given point in time. For example, an investor seeking to earn a market rate of return while maintaining an investment portfolio with an average maturity of 90 days, would hope to earn approximately the same as a three-month treasury or agency discount note. If the investor earns a rate much higher than this, it might signal an inappropriate level of risk.) The portfolio is structured as a buy-and-hold strategy with maturities matching known liabilities. The basic and underlying strategy of this program is that all of the City's funds are earning interest. It is the responsibility and obligation of the City to maintain a flexible approach and be prepared to modify the investment strategy as market conditions dictate. The investment strategy emphasizes low credit risk, diversification, and the management of maturities. The strategy also considers the expertise and time constraints of the investment officers. The allowable investment instruments as defined in Section 6 of this Policy comply with State law and reflect the avoidance of credit risk. Diversification refers to dividing investments among a variety of securities and maturities to spread risks. This strategy uses local government investment pools to maintain liquidity. The management of maturities refers to structuring the maturity dates of the direct investments so that, while funds are initially invested for a longer period of time, some investments mature as cash needs require.

2.1 The primary investment strategy and objectives of the City as specified in this Policy (See Section 4.) are listed below, in their order of importance:

- Safety and preservation of principal;
- Maintenance of sufficient liquidity to meet operating needs;
- Attainment of a market rate of return on the investment portfolio; and
- Maintenance public trust by adhering to stated objectives.

2.2 The list of investments authorized by this Policy intentionally excludes some investments allowed by state law. The restrictions limit possible credit risk and provide the maximum measure of safety. Within the investment objectives, the investment strategy is to utilize authorized investments for maximum advantage to the City. To increase the interest earnings for funds identified as being available for investment over longer periods of time based upon a cash requirements projection, the City will consider the following strategies. The portfolio may be combined for investment purposes while still recognizing the specific needs of individual fund types. The total portfolio shall have a maximum weighted average maturity of two years.

2.2.1 **Liquidity Strategy.** Diversifying the City's investment opportunities through the use of local government investment pools and money market mutual funds which strive to maintain a $1 NAV and as authorized by the City Council. An investment pool is an entity created to invest public funds jointly on behalf of its participants and whose investment objectives in order of priority match those objectives of the City. Funds are available from investment pools on a same-day basis, meaning the pools have a high degree of liquidity. Because of the size and expertise of their staff, investment pools are able to prudently invest in a variety of the investment types allowed by state

law. In this manner, investment pools achieve diversification. Funds that may be needed on a short-term basis but that are in excess of the amount maintained at the depository bank are available for deposit in investment pools.

2.2.2 **Laddered Strategy.** Building a ladder of Investment Policy authorized securities with staggered maturities for all or part of the longer-term investable funds matches investment maturities with known liabilities. The benefits of this ladder approach include the following:

- It is straight-forward and easily understood;
- It represents a prudent diversification method;
- All investments remain within the approved maturity horizon;
- It will normally allow the City to capture a reasonable portion of the yield curve; and
- It provides predictable cash flow with scheduled maturities and reinvestment opportunities.

2.2.3. **Managed Portfolio Strategy.** If the City uses an investment management firm additional professional resources will be utilized for the strategy optimization in which case the following strategy will apply.

Pursuant to the Public Funds Investment Act (Texas Government Code 2256.003), the City may, at its discretion, contract with an investment management firm registered under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.) and with the State Securities Board to provide for investment and non-discretionary management of its public funds or other funds under its control.

An appointed Investment Advisor shall act solely in an advisory and administrative capacity, within the guidelines of this Investment Policy. At no time shall the advisor take possession of securities or funds or otherwise be granted discretionary authority to transact business on behalf of the City. Any initial contract awarded by the City Council for investment advisory services may not exceed two years, with an option to extend by mutual consent of both parties.

Duties of the Investment Advisor shall include, but not be limited to, assistance in purchasing securities, securities clearance, producing required reports, pricing the portfolio, performing due diligence on broker/dealers, market monitoring and economic review.

Any Investment Advisor contracted by the City shall abide by the *Prudent Expert Rule*, whereby investment advice shall, at all times, be given with the judgment and care, under circumstances then prevailing, which persons paid for their special prudence, discretion and intelligence in such matters exercise in the management of their client's affairs, not for speculation by the client or production of fee income by the advisor or broker, but for investment by the client with emphasis on the probable safety of the capital while considering the probable income to be derived.

2.2.4. **Fund Directed Strategies.** The City will maintain portfolio(s) that utilize four specific investment strategy considerations designed to address the unique characteristics of the fund group(s) represented in the portfolio(s):

2.2.4.1 Operating Funds. Investment strategies for operating funds and pooled funds containing operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The secondary objective is to create a portfolio that will experience minimal volatility during economic cycles through diversification by

security type, maturity date and issuer in a laddered structure. A small liquidity buffer will be maintained for unanticipated needs All security types, as authorized by this policy, are considered suitable investments for the operating and pooled funds.

2.2.5 **Buy-and-Hold**. The strategy of the City is to buy and hold securities matching liabilities. This prevents the need to sell a security prior to maturity. Should it become necessary to sell a security prior to maturity, where the sale proceeds are less than the current book value, the prior written consent of the City Manager must be obtained. Securities may be sold prior to maturity by the Investment Officer at or above their book value at any time. The result of all sales of securities prior to maturity shall be reported to the City Manager within two business days of the sale. The report shall provide the amount of proceeds from the sale, including accrued interest to the date of sale, less the current book value and the dollar amount of gain on the sale.

2.2.6 **Depository Funds.** In accordance with state law the City is required to competitively bid for a banking services depository every five years. Any bank in Texas may be used for time and demand deposits.

2.2.7 **Depository Bank Relationships.** This Policy shall seek to maintain good depository bank relationships while minimizing the cost of banking services. The City maintains a depository banking services contract managed to minimizes the cost of the banking relationship, while allowing the City to earn an market return on demand deposits.

2.2.8 **Distribution of Earnings.** A combined portfolio may be utilized. Earnings from a combined portfolio will be allocated on a pro-rata cash basis to the included funds .

2.2.9 **Cash Management.** Procedures shall be established and implemented to manage receivables and to maximize investable cash by decreasing the time between the actual collection and the deposit of receipts, and by the controlling of disbursements.

3. SCOPE. The Investment Policy shall govern the investment of all financial assets reported in the City's annual financial reports which includes: the General Fund, Enterprise Funds, Special Revenue Funds, General Obligation Interest and Sinking Fund, Capital Projects Funds, and any other funds which have been contractually delegated to the City for management purposes. This policy does not include funds governed by approved trust agreements, or assets administered for the benefit of the City by outside agencies under retirement or deferred compensation programs. Bond funds (including debt service and reserve funds) are governed by bond ordinances and are subject to the provisions of the Internal Revenue Code and applicable federal regulations governing the investment of bond proceeds.

4. INVESTMENT OBJECTIVES. Funds of the City shall be invested in accordance with all applicable Texas statutes, this Policy and any other approved, written administrative procedures. The four objectives of the City's investment activities shall be as follows (in the order of priority):

4.1 **Safety of Principal.** Safety of principal invested is the foremost objective in the investment decisions of the City. Each investment transaction shall seek to ensure the preservation of capital in the overall portfolio. The risk of loss shall be controlled by investing only in authorized securities, as defined in this Policy, by qualifying the financial institutions with whom the City will transact business and through portfolio diversification.

4.2 **Liquidity.** The investment portfolio shall be managed to maintain sufficient liquidity to ensure that funds will be available to meet the City's cash flow requirements and by investing in securities with active secondary markets. Investments shall be laddered to provide the liquidity necessary to pay obligations as they become due. A security may be liquidated prior to its stated maturity to meet

unanticipated cash requirements, or to otherwise favorably adjust the City's portfolio, in accordance with Section 2.5 above.

4.3 **Yield.** The City's investment portfolio shall be designed to optimize a market rate-of-return on investments consistent with risk constraints and cash flow requirements of the portfolio. The investment portfolio shall be managed in a manner that seeks to attain a market yield throughout budgetary and economic cycles. The City will not attempt to consistently attain an unrealistic above market rate-of-return, as this objective will subject the overall portfolio to greater risk. Therefore, the City's rate of return objective is secondary to those of safety and liquidity. Rate of return (yield) is defined as the rate of annual income return on an investment, expressed as a percentage.

4.4 **Public Trust.** All participants in the City's investment program shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might involve a conflict of interest or otherwise impair public confidence in the City's ability to govern effectively. All officials of the City having either a direct or indirect role in the process of investing idle funds shall act responsibly as custodians of the public trust.

5. INVESTMENT RESPONSIBILITY. As provided in this policy, the daily operation and management of the City's investments are the responsibility of the designated Investment Officers with the City Council holding the ultimate fiduciary responsibility per state law.

5.1 **Investment Officers.** Investment Officers shall be designated by resolution of the City Council. As Officers the City Manager and the Director of Finance are authorized to deposit, withdraw, invest, transfer or manage in any other manner the funds of the City. Management responsibility for the investment program is hereby delegated to the Director of Finance, who shall establish written procedures for the operation of the investment program, consistent with this Policy. Such procedures shall include explicit delegation of authority to persons responsible for investment transactions. No persons may engage in an investment transaction except as provided under the terms of this Policy and the procedures established by the Director of Finance. The Director of Finance shall be responsible for all transactions and shall establish a system of controls to regulate the activities of subordinate staff or investment officers. The system of controls shall be designed to provide reasonable assurance that the assets of the City are protected from loss, theft or misuse. The concept of reasonable assurance recognizes that:

(1) the cost of a control should not exceed the benefits likely to be derived; and

(2) the valuation of costs and benefits requires estimates and judgments by management.

Commitment of financial and staffing resources in order to maximize returns through pro-active portfolio management shall be the responsibility of the City Council.

5.2 **Prudence.** The standard of prudence to be applied by all Investment Officers shall be the "prudent investor" rule, which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." In determining whether the Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration the following:

5.2.1 the investment of all funds over which the Investment Officer had responsibility rather than a consideration as to the prudence of a single investment; and

5.2.2 whether the investment decision was consistent with the written investment Policy and procedures of the City.

5.3 **Due Diligence.** The Investment Officer acting in accordance with written policies and procedures and exercising due diligence, shall not be held personally responsible for a specific security's credit risk or market price changes, provided that these deviations are reported in a timely manner and that appropriate action is taken to control adverse developments. All Investment Officers involved in investment transactions will be bonded.

5.4 **Ethical Standards and Conflicts of Interest.** All City Investment Officers having a direct or indirect role in the investment of City funds shall act as custodians of the public trust avoiding any transaction which might involve a conflict of interest, the appearance of a conflict of interest, or any activity which might otherwise discourage public confidence. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair the ability to make impartial investment decisions. An Investment Officer who has a personal business relationship with any depository bank or with any entity seeking to sell an investment to the City shall file a statement with the City Secretary disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City under the set limits of the law shall file a statement disclosing that relationship with the Texas Ethics Commission and the City Council.

5.5 **Investment Training.** The Investment Officers shall attend at least one training session of at least ten (10) hours relating to the officer's responsibility under the Public Funds Investment Act within twelve (12) months after assuming duties and attend an investment training session not less than once every succeeding two fiscal years, receiving an additional eight (8) hours of training. Training sources shall be approved by the City Council. Sources include the Government Finance Officers Association of Texas, the Government Treasurers Organization of Texas, the Texas Municipal League, the North Central Texas Council of Governments, or the University of North Texas Center for Public Management.

6. AUTHORIZED INVESTMENTS. As stated previously, safety of principal is the primary objective in investing public funds and can be accomplished by limiting two types of risk — credit risk and interest rate risk. Credit risk is the risk associated with the failure of a security issuer or backer to timely repay principal and interest in full. Interest rate risk is the risk that the value of a portfolio will decline due to an increase in the general level of interest rates. In order to provide for safety of principal as the City's primary objective, only certain investments are authorized as acceptable investments for the City within a buy-and-hold strategy. Only the following investments are authorized for the City.

All investment transactions will be made on a competitive basis.

6.1 **Authorized and Acceptable Investments.** The authorized list of investment instruments are as follows:

a. Obligations of the United States or its agencies and instrumentalities, excluding mortgage-backed securities.

b. Direct obligations of the State of Texas, or its agencies and instrumentalities.

c. General obligation debt of the State of Texas or other US state or their respective agencies and

instrumentalities, excluding mortgage-backed securities.

d. Depository Certificates of Deposit. A certificate of deposit issued by a depository institution that has its main office or a branch office in the state and is:

- guaranteed or insured by the Federal Deposit Insurance Corporation or its successor ;
- over the FDIC insurance level, secured by obligations that are authorized by this policy including mortgage backed securities directly issued by a federal agency or instrumentality, but excluding those mortgage backed securities of the nature described in Section 2256.009(b) of the Act; or

e. Credit Union Share Certificates. A share certificate issued by a credit union in Texas fully insured by the National Credit Union Share Insurance Fund.

f. Brokered certificates of deposit. Fully FDIC insured brokered certificate of deposit securities from any US state delivered versus payment to the City's safekeeping/custody.

g. Local Government Investment Pools. Public funds investment pools in Texas which strive to maintain a $1 NAV provided that:

- the investment pool underlying local cooperative agreement has been authorized by the City Council;

h. AAA-rated Money Market Mutual Funds. These investments are authorized, under the following conditions:

- the money market mutual fund is registered with and regulated by the Securities and Exchange Commission;
- the fund provides the City with a prospectus and other information required by the Securities Exchange Act of 1934 or the Investment Company Act of 1940;
- the fund has a dollar-weighted average portfolio maturity of sixty (60) days or less;
- the investment objectives include the maintenance of a stable net asset value of one dollar ($1.00) per share; and
- the fund is continuously rated no lower than "AAA" or an equivalent rating by at least one nationally recognized rating service.

  The City may not invest funds under its control in an amount that exceeds 10% of the total assets of any individual money market mutual fund.

i. Commercial Paper rated A1/P1 or equivalent with a maximum maturity of 270 days.

j. Repurchase Agreements executed under a Master Repurchase Agreement with primary dealers.
- Fully flexible repurchase agreements are authorized in this Policy, to the extent authorized under the Public Funds Investment Act (Texas Government Code 2256.001). The use of

flex repos shall be limited to the investment of bond proceeds and the maturity date of any such agreement shall not exceed the expected proceeds draw schedule.

7. DIVERSIFICATION. Diversification of investment instruments shall be utilized to avoid incurring unreasonable risks resulting from over-concentration of investments in a specific maturity, a specific issue, or a specific class of securities. Diversification of the portfolio considers diversification by maturity dates and diversification by investment instrument. Diversification strategies shall be determined and revised periodically by the Director of Finance and the City Council.

7.1 **Diversification by Maturities.** The longer the maturity of investments, the greater their price volatility. Therefore, it is the City's policy to concentrate its investment portfolio in shorter-term securities in order to limit principal risks caused by change in interest rates. The City will attempt to match its investments with anticipated cash flow requirements. Maturity scheduling shall be managed by the Investment Officer so that maturities of investments shall be timed to coincide with projected cash flow needs.

The entire City portfolio, including funds at the City's depository bank, may be combined and the maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio is two (2) years. .

7.2 **Diversification Guidelines.** Diversification guidelines by security type shall be measured at the time of purchase:

	Percentage of Portfolio
U.S. Treasury Obligations	90%
U.S. Government Agency Securities	80%
Authorized Local Government Investment Pools	100%
Fully Insured or Collateralized Certificates of Deposit	50%
Money Market Mutual Funds	20%
Commercial Paper	15%
CP Issuer	10%
Municipal Debt Obligations	35%

8. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS. Should the City determine a need for broker/dealers, the following procedures and requirements will apply:

Financial Institutions. Financial institutions with and through whom the City invests shall be FDIC insured state or national banks domiciled in this state. No public deposit shall be made except in a qualified public depository as established by state laws. The banking services depository will be governed by a depository contract awarded by the City Council and executed under the terms of FIRREA.

Selection criteria for federally insured financial institutions shall include the following: (1) the financial institution must be insured by the FDIC; and (2) the financial institution must be incorporated under the laws of the State of Texas or of the United States of America.

Broker/dealers.

The City Council will adopt the list of authorized broker/dealers at least annually. All broker/dealers must supply the following as appropriate: (1) annual audited financial statements; (2) proof of FINRA (Financial Industry Regulatory Authority) registration; (3) proof of State Securities Board registration; and (4) completed City broker/dealer questionnaire. All authorized broker/dealers will be sent a copy of the then-current Investment Policy.

An annual review of the financial condition and registration of qualified bidders will be conducted by the Director of Finance. Financial institutions and brokers/dealers desiring to conduct business with the City shall be required to provide any financial data requested by the City Manager or the Investment Officer.

The Investment Officer is responsible for monitoring all transactions made with financial institutions and/or broker/dealers to determine that they are in compliance with the provisions of the Investment Policy.

9. DELIVERY VERSUS PAYMENT. It is the policy of the City that all security transactions shall be conducted on a **"DELIVERY VERSUS PAYMENT"** (DVP) basis . City funds are not released until the City's safekeeping agency or custodian has received the securities purchased.

10. SAFEKEEPING OF CITY OWNED SECURITIES. All securities owned by the City shall be held by its contracted safekeeping agent or custodian. Original safekeeping receipts shall be obtained and held by the City. The City shall contract with a bank or banks for the safekeeping of securities either owned

11. COLLATERALIZATION. Consistent with the requirements of the Public Funds Collateral Act, it is the policy of the City to require full collateralization of all time and demand deposits with a depository bank. The market value of the investments securing the deposit of funds shall be at least 102% market value of the deposits of funds reduced to the extent that the deposits are insured by the Federal Deposit Insurance Corporation (FDIC). Securities pledged as collateral shall be held by an independent third party approved by the City

Authorized collateral shall include only:

- Obligations of the US Government, its agencies and instrumentalities including mortgage-backed securities and CMOs which pass the volatility test,
- Obligations of any US state and its subdivisions rated A or better,
- FHLB irrevocable letters of credit.
-

The collateral agreement is to specify the acceptable investment securities as collateral, the custodian, the substitution or release of investment securities, and the method of valuation of securities. A clearly marked evidence of ownership, e.g., safekeeping receipt, must be supplied to the City and retained by the City. Release of collateral or substitution of securities must be approved by the Investment Officer. Financial institutions serving as City depositories of time or demand deposits will be required to sign a "Depository Agreement" under the terms of FIRREA. The agreement shall define the City's rights to collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with FIRREA including:

- the Agreement must be in writing;
- the Agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors of the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the City; and

- the Agreement must be part of the Depository's "official record" continuously since its execution.

For time and demand deposits , collateral shall be maintained by the depository at 102% market value of the deposits.

Financial institutions, with which the City maintains other deposits, shall provide monthly, and as requested by the Investment Officer, a listing of the collateral pledged to the City, marked to current market prices. The listing shall include total pledged securities itemized by name, type, description, par value, current market value, maturity date, and Moody's or Standard & Poor's rating, if applicable.

12. INTERNAL CONTROL. The Director of Finance shall establish a system of written internal controls, which shall be reviewed annually by independent auditors. The controls shall be designed to prevent loss of public funds due to fraud, error, misrepresentation, unanticipated market changes, or imprudent actions. The internal controls are to be reviewed annually in conjunction with an external independent audit. This review will provide assurance of compliance with policies and procedures as specified by this Policy. The City, in conjunction with its annual financial audit, shall perform a compliance audit of management controls and adherence to the City's established investment policy.

13. BENCHMARK. The City's investment portfolio shall be designed to obtain a market rate of return on investments consistent with risk constraints and expected cash flow of the City. The benchmark shall be the one-year treasury Bill and the two-year Treasury Note in accordance with the policy established WAM and cash flow needs.

14. REPORTING. The Investment Officers shall submit a quarterly signed quarterly investment report in accordance with the Act that summarizes current market conditions, economic developments and anticipated investment conditions. The report shall provide detail on all positions and summarize investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and shall explain the total investment return for the quarter.

14.1 Annual Report. Within 60 days of the end of the fiscal year, the Investment Officers shall present an annual report on the investment program and investment activity. This report may be presented as a component of the fourth quarter report to the City Manager and City Council. The reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the City Council by that auditor.

14.2 The quarterly investment report shall include a succinct management summary that provides a clear picture of the status of the current investment portfolio and transactions made over the past quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report will be prepared in compliance with generally accepted accounting principles. The report will be provided to the City Manager and City Council. The report will include the following:

14.2.1 A listing of individual securities held at the end of the reporting period. This list will include the name of the fund or pooled fund group (portfolio) for which each individual investment was acquired;

14.2.2 Unrealized gains or losses resulting from appreciation or depreciation by listing the beginning and ending book and market value of securities for the period. Market values shall be

obtained from independent sources;

14.2.3 Additions and changes to the market value during the period;

14.2.4 Fully accrued interest and total earnings for the reporting period;

14.2.5 Average weighted yield to maturity of portfolio on entity investments as compared to applicable benchmarks;

14.2.6 Listing of investments by maturity date or market sector;

14.2.7 The percentage of the total portfolio which each type of investment represents; and

14.2.8 Statement of compliance of the City's investment portfolio with State Law and the investment strategy and policy approved by the City Council.

15. INVESTMENT POLICY ANNUAL ADOPTION . The City's Investment Policy shall be adopted and amended by resolution of the City Council only. The City's written policies and procedures for investments are subject to review not less than annually to stay current with changing laws, regulations and needs of the City. Any changes or modifications to this Investment Policy, if any, shall be included in the adopting resolution of the City Council.

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:	
Date:	December 10, 2024
Re:	2025-014 Pressure Plane Adjustment - Reject All Bids

Action Requested:
Consider and act to reject all bids relating to bid 2025-014 Pressure Plane Adjustments. (Berry)

Background Information:
Staff issued bid 2024-014 for adjustments to a pressure plane. The project included the addition of isolation valves along Texas Drive, Maple Street, and Walnut Street to adjust the City's intermediate pressure plane and adding an additional SCADA panel. Adjustments will include a steel-encased 12" waterline installed by a bore under BNSF on Walnut Street. The project will include removing and replacing pavement to install water improvements.

The engineering estimate was $511,200. A single bid was received for $814,245, which was $303,045 over budget.

Legal Review:
N/A

Supporting Documents:
1. Agenda Recap - Pressure Plane Adj 2025-014
2. Bid Tabulation - Pressure Plane
3. CEL23895 -100% OPCC- 5.22.24
4. Agenda Presentation - 2025-014 Pressure Plane Reject All Bids (1)

Financial Consideration:

There are no financial impacts.

Staff Recommendation:
Staff recommends rejecting the bid from Dickerson Construction as presented.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-014
PRESSURE PLANE ADJUSTMENTS
PROJECT #: W46

Bid Opening Date	November 14, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	876
Number of Submissions:	1
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	1
Number of No Bids	2
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder.

One response was received.

Recommendation:
Upon completion of the review, staff recommends rejecting the response from Dickerson Construction due to cost and lack of competition. The response received was $812,245.00, and the budgeted amount was $511,200.00.

Recommended Vendor(s):	NA
Contract Term:	NA

Dawn Berry	December 2, 2024
Submitted By	Date

Event Number	2025-014
Event Title	Pressure Plane Adjustment
Event Type	ITB
Issue Date	10/28/2024 08:00:02 AM (CT)
Close Date	11/14/2024 10:00:00 AM (CT)

Organization	City of Celina eBid
Workgroup	Purchasing
Email	rquigley@celina-tx.gov
Phone	
Fax	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Dickerson Construction Company Inc.	Celina	TX	11/14/2024 09:30:32 AM (CT)	36	$814,245.00

FREESE AND NICHOLS

Innovative approaches
Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COSTS

PROJECT TITLE	**Downtown Water Improvements**	DATE	5/22/2024
CLIENT	City of Celina	GROUP	1153
% OF SUBMITTAL	100%	PM	Devan Ruiz

ESTIMATOR	QC CHECKED BY	FNI PROJECT NO.
Bianca Desouza	John Rinacke	CEL23895

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
A	**GENERAL ITEMS**				
1	General Site Preparation	1	LS	$ 5,500.00	$ 5,500.00
2	Project Sign	1	EA	$ 1,000.00	$ 1,000.00
3	Trench Safety	215	LF	$ 5.00	$ 1,075.00
4	Storm Water Pollution Prevention Plan	1	LS	$ 4,200.00	$ 4,200.00
5	Barricades, Signs, and Traffic Handling	1	MO	$ 10,000.00	$ 10,000.00
6	Mobilization	1	LS	$ 21,100.00	$ 21,100.00
7	Remove and Replace Asphalt Pavement	268	SY	$ 150.00	$ 40,200.00
8	Remove and Replace Concrete Pavement	8	SY	$ 250.00	$ 2,000.00
9	Remove and Replace Gravel	25	SY	$ 30.00	$ 750.00
10	Remove and Replace Curb and Gutter	35	LF	$ 75.00	$ 2,625.00
11	Remove and Replace Concrete Runner	10	LF	$ 40.00	$ 400.00
B	**PIPELINE ITEMS**				
1	6" PVC (AWWA C900) Pipe by Open Cut	50	LF	$ 120.00	$ 6,000.00
2	12" PVC (AWWA C900) Pipe by Open Cut	160	LF	$ 240.00	$ 38,400.00
3	12" PVC (AWWA C900) and 24"x3/8" Steel Casing by Bore	190	LF	$ 1,200.00	$ 228,000.00
4	Connect to Existing Water Line	2	EA	$ 10,000.00	$ 20,000.00
5	Connect to Existing Water Meter	2	EA	$ 2,000.00	$ 4,000.00
6	Install 6" Gate Valve	7	EA	$ 7,500.00	$ 52,500.00
7	Install 12" Gate Valve	3	EA	$ 5,500.00	$ 16,500.00
8	Install Coupling or Sleeve	6	EA	$ 5,000.00	$ 30,000.00
9	2" Post Hydrant	3	EA	$ 6,000.00	$ 18,000.00
10	Remove and Reinstall Fire Hydrant	1	EA	$ 2,100.00	$ 2,100.00
11	6"X6" Tee	1	EA	$ 1,500.00	$ 1,500.00
12	Concrete Encasement	24	SF	$ 150.00	$ 3,600.00
		SUBTOTAL			**$ 444,475.00**
		CONTINGENCY		15%	$ 66,700.00
CONSTRUCTION TOTAL (2024 COSTS)					**$ 511,200.00**

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

NOTES:

1 FNI OPCC classified as an AACE Class 2 Estimate with accuracy range or -10 to + 15.
2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.

2025-014 PRESSURE PLANE ADJUSTMENT

Dawn Berry, CPPB, CPP
Purchasing Director



AGENDA OVERVIEW

- Original OPCC $511,200
- Dickerson bid: $814,245
- Requesting authorization to reject the single bid response.
- $303,045 over budget

QUESTIONS?

Life Connected.

Purchasing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dawn Berry, Purchasing Director
CC:	Kimberly Brawner, Assistant City Manager, Karla Stovall, Assistant City Manager
Intiated by:	Dawn Berry
Date:	December 10, 2024
Re:	Materials Testing

Action Requested:
Consider and act to award RFQ 2024-111 for Materials Testing to WSB LLC, Alpha Testing, Inc., Geotex Engineering, LLC, and Raba Kistner, Inc. (Berry)

Background Information:
On July 9, 2024, staff received thirteen (13) responses for RFQ 2024-111 for materials testing services. Materials testing (laboratory and field) is used as part of the construction phase of our projects and includes:

1. Soils/Aggregates: Atterberg Limits, Proctors, Moisture-Density Relationships, Lime Series, Gradation, Eades Grim Test, Shrink/Swell Potential Test, and Onsite Inspections.
2. Subgrade, Preparations, Base Material, Test & Inspections: Material Acceptance Test, Moisture-Density Relationship, Field Density Test, and Onsite Inspections.
3. Concrete: Material Acceptance Test, Mix Designs & Conformations, Field Testing, Sampling for Slump, Air Entrainment, Unit Weight, Compressive Strengths, Flexural Strengths, and Cores.
4. Asphaltic: Mix Designs and Conformations.
5. Emulsion Material Testing: Nondestructive Testing (Upon Request Only): Shop-Penetrant.
6. Other Test & Inspections: Drilled Pier Inspection.

The staff scored each submission based on the firm's experience, the team's experience presented in the proposal, the firm's ability to provide services, and the sample work testing report. After

evaluating, staff selected the top four (4) firms to award master service agreements with a contract term of one (1) year and four one-year renewal options.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Agenda Recap - Complete
2. Evaluation Scoring Summary
3. 2024-111 Master Service Agreement w Exhibits and Appendix - Raba Kistner -Partially Executed
4. 2024-111 Master Service Agreement w Exhibits and Appendix-GeoTex-Partially Executed
5. 2024-111 Master Service Agreement with Exhibits and Appendix - UES - Partially Executed
6. 2024-111 Master Service Agreement_with Exhibits and appendix-WSB for Materials Testing - Partially Executed
7. Presentation 7 -- L - Material Testing MSA

Financial Consideration:
There are no funding requests at this time. Any testing requested that exceeds $50,000.00 will be presented to Council for approval.

Staff Recommendation:
Staff recommends awarding the agreements as presented.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2024-111

SOLICITATION NAME: RFQ Materials Testing

PROJECT #: N/A

Bid Opening Date 07/09/2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified:	665
Number of Submissions:	13
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	13
Number of No Bids	3
Did any vendor invoke the Local Preference per our policy (Y/N)	N

Review/Evaluation:
Purchasing completed an initial review to determine each bidder's responsiveness. The responses were then sent to the department for further review.

The department evaluated based on the following criteria: Experience of the Firm, Experience of the Team, Ability to provide services, and Sample work. Based on the workload and the ability of the City to rotate vendors, staff intends to award to the top four vendors.

Coop/Sole Source: N/A

Recommendation:
Upon Review the requesting department recommends the following.

Recommended Vendor(s): WSB, Alpha Testing, GeoTex, and Raba Kistner

Contract Term: 1 year with (4) optional 1 year renewals

Ryan Quigley
Submitted By:

09/26/24
Date:

Supplier Scoring Summary

2024-111 Addendum 1 - Materials Testing - Scoring Round

Supplier	Rank	Score	Bid Evaluation	Experience of the Firm	Experience of the Team	Ability to provide services	Sample Work
		100	50.00	25.00	15.00	10.00	
WSB LLC	1	99.33	49.33	25.00	15.00	10.00	
Alpha Testing, Inc.	2	98.67	48.67	25.00	15.00	10.00	
GeoTex Engineering, LLC	3	98.67	48.67	25.00	15.00	10.00	
Raba Kistner, Inc.	4	96.67	46.67	25.00	15.00	10.00	
Giles Engineering Associates,	5	93.00	46.33	23.33	13.33	10.00	
Terracon Consultants, Inc.	6	92.00	45.33	21.67	15.00	10.00	
ECS Southwest, LLP	7	88.67	40.33	25.00	13.33	10.00	
ETTL Engineers & Consultants I	8	87.33	45.67	21.67	10.00	10.00	
Braun Intertec - Bloomington	9	85.67	40.67	20.00	15.00	10.00	
Kleinfelder, Inc.	10	81.33	31.33	25.00	15.00	10.00	
Alliance Geotechnical Group, I	11	78.33	30.00	25.00	13.33	10.00	
TexTerra Engineering LLC	12	70.33	33.67	16.67	10.00	10.00	
DRGeoES, LLC	13	61.67	13.33	25.00	13.33	10.00	
		87.05	**40.00**	**23.33**	**13.72**	**10.00**	

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
MATERIAL TESTING SERVICES—WORK AUTHORIZATION EDITION MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **Raba Kistner. (**Contractor). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may request that Contractor provide services for Specific Projects. Each engagement will be documented by a Work Authorization. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Work Authorizations.

Owner and Contractor further agree as follows:

ARTICLE 1—SERVICES OF CONTRACTOR

1.01 General

A. Contractor's services will be detailed in a duly executed Work Authorization for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by the Owner to issue any Work Authorizations.

C. Contractor will not be obligated to perform any prospective Work Authorization unless and until

1. Owner and Contractor agree to the particulars of the assignment, including the scope of Contractor's services, time for performance, Contractor 's compensation, and all other appropriate matters, and include such particulars in the Work Authorization, and

2. Owner and Contractor both sign the Work Authorization.

D. Each duly executed Work Authorization will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Work Authorization itself; (e) the specific Work Authorization's exhibits; and (f) any amendments or modifications of the specific Work Authorization.

1.02 Work Authorization Procedure

A. The general recommended format of a Work Authorization is presented in the accompanying Work Authorization Form. Commonly used Work Authorization exhibits are presented in the accompanying Exhibits to Work Authorization document.

B. Each specific Work Authorization will indicate:

1. Project Background Data.

2. Specific services to be performed by Contractor ("Scope"), including key deliverables.

3. Additions or Modifications to Owner's Responsibilities.

4. Work Authorization Schedule.

5. Contractor 's Compensation for Work Authorization; and

6. Primary Subcontractors, if any.

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C. With respect to the Contractor ’s scope of services under a specific Work Authorization, each specific Work Authorization may include:

1. Exhibit A: Scope of work/Deliverable
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule

D. Upon signature of the Work Authorization by both parties (but no earlier than the Effective Date of the specific Work Authorization), Contractor will commence performance and furnish, or cause to be furnished, the services authorized by the Work Authorization.

E. Work Authorizations may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Contractor Services

A. All phases of Contractor’s services under each Work Authorization will include management of Contractor’s Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit detailed work plans/scope of work (Exhibit A).
2. Coordinate services within Contractor’s internal team, and with Subcontractors and Contractor’s Subcontractors.
3. Prepare for and participate in meetings with Contractors and contractors working on other parts of the Specific Project that may affect, or be affected by, Contractor’s services or resulting construction.
4. Submit Invoicing as follows:
   a. Invoices must be submitted monthly by the 10th of each month for the previous month.
   b. Invoices must be submitted to accountspayable@celina-tx.gov.
5. Conduct ongoing management tasks, including:
   a. Maintaining communications records and files pertaining to or arising from Contractor ’s services.
   b. With respect to Contractor ’s services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution.

ARTICLE 2—OWNER’S RESPONSIBILITIES

5.01 Application of Owner’s Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Work Authorization. Supplemental responsibilities of Owner applicable only to a specific Work Authorization may be stated in the specific Work Authorization.

5.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or

revised information from that previously provided, Owner shall provide Contractor with information and data needed by Contractor in the performance of the Specific Project, including Owner's:

1. provide objectives and constraints.
2. space, capacity, and performance requirements.
3. flexibility and expandability needs.
4. budgetary limitations; and
5. any other available information pertinent to the Specific Project.

5.03 Owner's General Responsibilities

A. Owner shall inform Contractor of the policies, procedures, and requirements of Owner that are applicable to Contractor's performance of services under this Agreement and under each Work Authorization.

B. Owner will provide Contractor with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Contractor if the budget or funding sources change.

C. Owner shall inform Contractor in writing of any safety or security programs that are applicable to the personnel of Contractor, its Subcontractors, and Contractor's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Work Authorization.

D. Owner shall arrange for safe access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under this Agreement and under each Work Authorization.

E. Owner shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

F. Owner shall give prompt written notice to Contractor whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Contractor 's services.
2. the presence at the Site of any Constituent of Concern.

G. Owner shall advise Contractor of the identity and scope of services of any independent Contractors employed by Owner to perform or furnish services regarding a Specific Project.

H. Owner shall:

1. Attend and participate in any pre-event, progress, or post event meetings.
2. Primarily communicate with Contractor's Subcontractors and Subcontractors through the Contractor.
    a. Promptly inform Contractor of the substance of any communications between Owner and Contractor's Subcontractors or Subcontractors.

b. Refrain from directing the services of Contractor's Subcontractors or Subcontractors.

3. Authorize Contractor to provide Additional Services as set forth in Article 2 of Exhibit A of each Work Authorization, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Work Authorization, not otherwise set forth in this Agreement.

5.04 Payment

A. Owner shall pay Contractor as set forth in each Work Authorization, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Work Authorizations issued hereunder for one (1)
years from the Effective Date of the Agreement with the option to renew for up to four (4) additional one (1) year terms.

3.02 Commencement

A. Contractor is authorized to begin rendering services under a Work Authorization as of the Effective Date of the Work Authorization.

3.03 Time for Completion

A. The Effective Date of the Work Authorization and the times for completing services or providing deliverables will be stated in each Work Authorization.

B. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

C. If the Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Contractor's services, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

D. If Contractor fails, for reasons within the control of Contractor, to complete the performance required in a Work Authorization within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Contractor .

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Contractor shall prepare invoices in accordance with its standard invoicing practices.

B. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Contractor in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Contractor shall include the agreed-upon amount on a new invoice.

B. Failure to Pay: If Owner fails to make any undisputed payment due Contractor within 30 days after receipt of Contractor ’s invoice, then:

1. amounts due Contractor will be increased at the maximum rate of interest permitted by law, and

4.03 Basis of Compensation

A. The basis of compensation shall be determined in each specific Work Authorization.

ARTICLE 5—OPINIONS OF COST

5.01 Budget Estimates/Opinions of Probable Cost

A. Contractor’s opinions of probable Cost (if any) are to be made based on Contractor’s experience, qualifications, and general familiarity with the industry. However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Cost will not vary from opinions of probable Cost prepared by Contractor. If Owner requires greater assurance as to probable Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance.

A. Contractor ’s Subcontractors: Contractor may retain Subcontractors as Contractor deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

B. Compliance with Laws and Regulations, and Policies and Procedures

1. Contractor and Owner shall comply with applicable Laws and Regulations.

2. Contractor shall comply with the policies, procedures, and instructions of Owner that are applicable to Contractor's performance of services under this Agreement.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies

and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Contractor's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Work Authorization to Laws and Regulations,

b. the receipt by Contractor after the Effective Date of the Work Authorization of Owner- provided written policies and procedures, and

c. changes after the Effective Date of the Work Authorization to Owner-provided written policies or procedures.

6.02 Insurance

A. Contractor shall procure and maintain insurance as set forth in Exhibit G.

B. Contractor shall create an account with myCOI and upload the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Contractor's services and at renewals thereafter during the life of the Agreement.

C. Contractor shall require all subcontractors to maintain the same coverage as required of the Contractor.

6.03 Suspension and Termination

A. Termination for Cause—Work Authorization

1. Either party may terminate a Work Authorization for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Work Authorization, through no fault of the terminating party.

2. Contractor will have no liability to Owner on account of any termination by Contractor for cause.

6.04 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Work Authorization, without the written consent of the other party.

6.05 Dispute Resolution

A. Owner and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Work Authorization hereunder, or to any breach of this Main Agreement or any Work Authorization ("Disputes") to mediation. Owner and Contractor agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the

parties may exercise their rights at law.

6.06 Controlling Law; Venue

A. This Main Agreement and all Work Authorizations (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable Contractors' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor 's officers, directors, members, partners, agents, employees, or Contractor 's Subcontractors.

B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Contractor , and all other negligent entities and individuals.

D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Contractor waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Contractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Work Authorization, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement, or a Work Authorization will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt. Email notice: contracts@celina-tx.gov.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Work

Authorization will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Work Authorization held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Work Authorization will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Completion. If the Specific Project is not completed, then no later than the date of Owner's last payment to Contractor under the applicable Work Authorization.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Additional Services—The services to be performed for the Owner by Contractor in accordance with a specific Work Authorization.

2. Agreement—This written contract for services between Owner and Contractor, including the Main Agreement, all exhibits to the Main Agreement, all duly executed amendments, and all Work Authorizations, including all exhibits and duly executed amendments to such Work Authorizations.

3. Basic Services—The services to be performed for or furnished to Owner by Contractor in accordance with Exhibit A of a specific Work Authorization.

4. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the effective date of the Contract.

5. Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

6. Contract Documents—Those items designated as "Contract Documents" in the Contract, and which together comprise the Construction Contract.

7. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

8. Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Contract.

9. Cost—The cost to Owner of the Specific Project designed or specified by or for Contractor under a Work Authorization, including labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies.

10. Documents—All documents expressly identified as deliverables in this Main Agreement

or in any Work Authorization, whether in printed or Electronic Document form, required to be provided or furnished by Contractor to Owner.

11. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. Effective Date of the Work Authorization—The date indicated in a specific Work Authorization on which the Work Authorization becomes effective, but if no such date is indicated, it means the date on which the Work Authorization is signed and delivered by the last of the two parties to sign and deliver.

13. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

14. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

15. Contractor —The individual or entity named as such in this Main Agreement.

16. Contractor 's Subcontractor—An individual, firm, vendor, or other entity having a contract with Contractor to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

17. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Contractor, applicable to all Work Authorizations, including but not limited to provisions regarding Work Authorization procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

19. Owner—The individual or entity named as such in this Main Agreement and for which Contractor's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Contracts concerning Specific Projects.

20. Site—Lands or areas to be indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

21. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

22. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.

23. Work Authorization—A document executed under this Main Agreement by the Owner and Contractor (including incorporated exhibits and amendments, if any), stating the scope of services, Contractor's compensation, times for performance of services, and other relevant information.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; WORK AUTHORIZATION FORM; EXHIBITS TO WORK AUTHORIZATION; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement and as such are applicable to all Work Authorizations:

A. Exhibit 1 – Work Authorization Form
B. Exhibit A – N/A
C. Exhibit B – N/A
D. Exhibit C – Amendment to Work Authorization
E. Exhibit D – N/A
F. Exhibit E – N/A
G. Exhibit F – N/A
H. Exhibit G – Insurance
I. Exhibit H – N/A
J. Appendix 1 – Reimbursable Expenses Schedule
K. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Work Authorization Form and Exhibits to Work Authorization

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit C. These documents are a resource for the parties' use when a specific Work Authorization is issued. To the extent practical and applicable to a Specific Project, the parties will use the Work Authorization Form and Exhibits to Work Authorization as the basis for preparing the specific Work Authorization and its exhibits. The Work Authorization Form and Exhibits to Work Authorization are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Work Authorization and its exhibits.

8.04 Executed Work Authorizations and Their Exhibits

A. When a specific Work Authorization is duly executed by Owner and Contractor, the Work Authorization and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Work Authorizations

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Contractor and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Work Authorization may be made by execution of a new, expressly related Work Authorization, or by execution of a written amendment to the Work Authorization.

3. Nothing in any Work Authorization will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Work Authorization.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Contractor and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Work Authorizations, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Work Authorization, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Work Authorization. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Work Authorization, on behalf of the party that the individual represents.

8.07 Contractor 's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

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

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Contractor that would be in conflict with Contractor’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Contractor, its Subcontractors, and all licensed professionals employed by Contractor or its Subcontractors.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

CITY OF CELINA	**Raba Kistner**
	Isidoro Arjona (Oct 24, 2024 12:57 CDT)
Signature	Signature
	Isidoro Arjona
Printed Name	Printed Name
	10/24/2024
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	Raba Kistner, Inc., 4407 N. Beltwood Pa

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **Raba Kistner** (Contractor); Owner has furnished the following event information to Contractor. Contractor's scope of work has been developed based on this information.

Project Name:			
Task Order #		**Task Order Date:**	
Project #		**Purchase Order#:**	
Contractor Representative:		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celina-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 performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

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

Signature

Printed Name & Title

Date

Raba Kistner

Signature

Printed Name & Title

Date

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

Project Name:				
Work Authorization #		**Date**		
Purchase Order #		**Project #**		

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **Raba Kistner** (Contractor) for **Material Testing Services** (Services); the Owner and the Provider hereby agree as follows:

Amendment 1 modifies the following conditions to the original work authorization listed above.

a. Example

AMENDMENT

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

CITY OF CELINA	**Raba Kistner**
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

EXHIBIT G

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 each occurrence and $2,000,000 aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

B. With reference to the foregoing required insurance, the vendor agrees to the following:
   1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
   2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
   3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.
C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

APPENDIX "I"

RABA KISTNER

UNIT RATE FEE SCHEDULE

For City of Celina

PROJECT MANAGEMENT

1.	Staff: Project Manager (if needed)	hour	$135.00
2.	Staff: Principal Engineer (if needed)	hour	$210.00
3.	Report Review and Administration	15% of monthly invoice	

SOIL TESTING

1.	Staff: Engineering Tech	hour	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Equipment: Nuclear Gauge	day	$125.00
4.	Field: Lime Thickness	each	$15.00
5.	Lab: Moisture/Density Curve (Proctor)	each	$335.00
6.	Lab: Atterberg Limits	each	$144.00
7.	Lab: Particle Size Analysis (Gradation, -#200)	each	$94.00
8.	Lab: Lime or Cement Series	each	$684.00

FLEXIBLE BASE

1.	Staff: Engineering Tech	hours	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Equipment: Nuclear Gauge	events	$125.00
4.	Lab: Moisture/Density Curve (Proctor)	each	$390.00
5.	Lab: Atterberg Limits	each	$144.00
6.	Lab: Particle Size Analysis (Gradation)	each	$94.00

PORTLAND CEMENT CONCRETE (PAVEMENT)

1.	Staff: Engineering Tech	hours	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Field/Lab: Compressive Strength Cylinders	each	$25.00
4.	Field/Lab: Pavement Core Compressive Strength	each	$75.00
5.	Field/Lab: GPR Scanning for Rebar	half day	$650.00
6.	Field/Lab: Pavement Coring Services (min 3 cores)	each	$155.00

PORTLAND CEMENT CONCRETE (STRUCTURAL / SCREENING WALLS)

1.	Staff: Engineering Tech	hours	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Field/Lab: Compressive Strength Cylinders	each	$25.00

MASONRY

1.	Staff: Engineering Tech	hours	$90.00
2.	Equipment: Vehicle	trip	$90.00
3.	Field/Lab: Mortar Cubes / Grout Prism	each	$25.00

HOT MIX ASPHALT (HMA)

1.	Staff: Engineering Tech	hours	$90.00
2.	Equipment: Vehicle	trip	$90.00
3.	Equipment: Nuclear Gauge	day	$125
4.	Field: Pavement Core Services (min 2)	each	$225.00
5.	Lab: Pavement Core Thickness and Density	each	$40.00
6.	Plant/Lab: Production Sample Testing	each	$468.00

GABIONS

1.	Staff: Engineering Tech	hours	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Equipment: Nuclear Gauge	day	$125.00
4.	Lab: Moisture/Density Curve (Proctor)	each	$335.00
5.	Lab: Atterberg Limits	each	$144.00
6.	Lab: Particle Size Analysis (Gradation)	each	$92.00
7.	Field/Lab: Compressive Strength Cylinders	each	$25.00
8.	Field/Lab: Grout Cubes	each	$25.00

COMPOST

1.	Staff: Engineering Tech	hours	$82.00
2.	Equipment: Vehicle	trip	$90.00
3.	Lab: Particle Size Analysis (Gradation)	each	$94.00
4.	Lab: pH Determination	each	$55.00
5.	Lab: Organic Matter Content	each	$45.00

GENERAL CONDITIONS

General:

1. We understand that City of Celina will require the services of experienced engineering technicians as scheduled by you or your representatives. Client will incur a 4-hour minimum charge per each site visit with a 4-hour minimum for sample pickups. We request twenty-four (24) hour notification to properly schedule our work.

2. Service charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project. Technician time will be rounded up to the nearest whole number.

3. A vehicle travel charge will be assessed for round-trip travel from our office to the project site, material supplier, etc. and back to our office. The charges from our office to the project site will be as follows:

   Travel Time (Round Trip) ..... 2 Hour
   Vehicle Travel Charge ..... $90.00 per Trip

4. Our total cost of services is based upon the assumption that this project will require a technician on site during normal work hours. Services requested during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein. Normal work hours are defined as Monday through Friday, 7:00 am to 5:00 pm. Overtime rates will be assessed for services performed outside of normal work hours and/or after eight (8) hours of work per day.

5. Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this agreement upon acceptance will be performable in Kaufman County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by Raba-Kistner Consultants, Inc.

6. A fifteen (15) percent project engineer review, administration, and report distribution cost will be added to all invoices.

7. **Raba Kistner** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our fees.

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
MATERIAL TESTING SERVICES—WORK AUTHORIZATION EDITION MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **GeoTex Engineering LLC. (**Contractor). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may request that Contractor provide services for Specific Projects. Each engagement will be documented by a Work Authorization. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Work Authorizations.

Owner and Contractor further agree as follows:

ARTICLE 1—SERVICES OF CONTRACTOR

1.01 General

A. Contractor's services will be detailed in a duly executed Work Authorization for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by the Owner to issue any Work Authorizations.

C. Contractor will not be obligated to perform any prospective Work Authorization unless and until

1. Owner and Contractor agree to the particulars of the assignment, including the scope of Contractor's services, time for performance, Contractor 's compensation, and all other appropriate matters, and include such particulars in the Work Authorization, and

2. Owner and Contractor both sign the Work Authorization.

D. Each duly executed Work Authorization will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Work Authorization itself; (e) the specific Work Authorization's exhibits; and (f) any amendments or modifications of the specific Work Authorization.

1.02 Work Authorization Procedure

A. The general recommended format of a Work Authorization is presented in the accompanying Work Authorization Form. Commonly used Work Authorization exhibits are presented in the accompanying Exhibits to Work Authorization document.

B. Each specific Work Authorization will indicate:

1. Project Background Data.

2. Specific services to be performed by Contractor ("Scope"), including key deliverables.

3. Additions or Modifications to Owner's Responsibilities.

4. Work Authorization Schedule.

5. Contractor 's Compensation for Work Authorization; and

6. Primary Subcontractors, if any.

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C. With respect to the Contractor ’s scope of services under a specific Work Authorization, each specific Work Authorization may include:

1. Exhibit A: Scope of work/Deliverable
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule

D. Upon signature of the Work Authorization by both parties (but no earlier than the Effective Date of the specific Work Authorization), Contractor will commence performance and furnish, or cause to be furnished, the services authorized by the Work Authorization.

E. Work Authorizations may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Contractor Services

A. All phases of Contractor’s services under each Work Authorization will include management of Contractor’s Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit detailed work plans/scope of work (Exhibit A).
2. Coordinate services within Contractor’s internal team, and with Subcontractors and Contractor’s Subcontractors.
3. Prepare for and participate in meetings with Contractors and contractors working on other parts of the Specific Project that may affect, or be affected by, Contractor’s services or resulting construction.
4. Submit Invoicing as follows:
   a. Invoices must be submitted monthly by the 10th of each month for the previous month.
   b. Invoices must be submitted to accountspayable@celina-tx.gov.
5. Conduct ongoing management tasks, including:
   a. Maintaining communications records and files pertaining to or arising from Contractor ’s services.
   b. With respect to Contractor ’s services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution.

ARTICLE 2—OWNER’S RESPONSIBILITIES

5.01 Application of Owner’s Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Work Authorization. Supplemental responsibilities of Owner applicable only to a specific Work Authorization may be stated in the specific Work Authorization.

5.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or

revised information from that previously provided, Owner shall provide Contractor with information and data needed by Contractor in the performance of the Specific Project, including Owner's:

1. provide objectives and constraints.
2. space, capacity, and performance requirements.
3. flexibility and expandability needs.
4. budgetary limitations; and
5. any other available information pertinent to the Specific Project.

5.03 Owner's General Responsibilities

A. Owner shall inform Contractor of the policies, procedures, and requirements of Owner that are applicable to Contractor's performance of services under this Agreement and under each Work Authorization.

B. Owner will provide Contractor with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Contractor if the budget or funding sources change.

C. Owner shall inform Contractor in writing of any safety or security programs that are applicable to the personnel of Contractor, its Subcontractors, and Contractor's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Work Authorization.

D. Owner shall arrange for safe access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under this Agreement and under each Work Authorization.

E. Owner shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

F. Owner shall give prompt written notice to Contractor whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Contractor 's services.
2. the presence at the Site of any Constituent of Concern.

G. Owner shall advise Contractor of the identity and scope of services of any independent Contractors employed by Owner to perform or furnish services regarding a Specific Project.

H. Owner shall:

1. Attend and participate in any pre-event, progress, or post event meetings.
2. Primarily communicate with Contractor's Subcontractors and Subcontractors through the Contractor.
    a. Promptly inform Contractor of the substance of any communications between Owner and Contractor's Subcontractors or Subcontractors.

b. Refrain from directing the services of Contractor's Subcontractors or Subcontractors.

3. Authorize Contractor to provide Additional Services as set forth in Article 2 of Exhibit A of each Work Authorization, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Work Authorization, not otherwise set forth in this Agreement.

5.04 Payment

A. Owner shall pay Contractor as set forth in each Work Authorization, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Work Authorizations issued hereunder for one (1)
years from the Effective Date of the Agreement with the option to renew for up to four (4) additional one (1) year terms.

3.02 Commencement

A. Contractor is authorized to begin rendering services under a Work Authorization as of the Effective Date of the Work Authorization.

3.03 Time for Completion

A. The Effective Date of the Work Authorization and the times for completing services or providing deliverables will be stated in each Work Authorization.

B. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

C. If the Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Contractor's services, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

D. If Contractor fails, for reasons within the control of Contractor, to complete the performance required in a Work Authorization within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Contractor .

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Contractor shall prepare invoices in accordance with its standard invoicing practices.

B. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Contractor in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Contractor shall include the agreed-upon amount on a new invoice.

B. Failure to Pay: If Owner fails to make any undisputed payment due Contractor within 30 days after receipt of Contractor ’s invoice, then:

1. amounts due Contractor will be increased at the maximum rate of interest permitted by law, and

4.03 Basis of Compensation

A. The basis of compensation shall be determined in each specific Work Authorization.

ARTICLE 5—OPINIONS OF COST

5.01 Budget Estimates/Opinions of Probable Cost

A. Contractor’s opinions of probable Cost (if any) are to be made based on Contractor’s experience, qualifications, and general familiarity with the industry. However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Cost will not vary from opinions of probable Cost prepared by Contractor. If Owner requires greater assurance as to probable Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance.

A. Contractor ’s Subcontractors: Contractor may retain Subcontractors as Contractor deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

B. Compliance with Laws and Regulations, and Policies and Procedures

1. Contractor and Owner shall comply with applicable Laws and Regulations.

2. Contractor shall comply with the policies, procedures, and instructions of Owner that are applicable to Contractor's performance of services under this Agreement.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies

and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Contractor's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Work Authorization to Laws and Regulations,

b. the receipt by Contractor after the Effective Date of the Work Authorization of Owner- provided written policies and procedures, and

c. changes after the Effective Date of the Work Authorization to Owner-provided written policies or procedures.

6.02 Insurance

A. Contractor shall procure and maintain insurance as set forth in Exhibit G.

B. Contractor shall create an account with myCOI and upload the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Contractor's services and at renewals thereafter during the life of the Agreement.

C. Contractor shall require all subcontractors to maintain the same coverage as required of the Contractor.

6.03 Suspension and Termination

A. Termination for Cause—Work Authorization

1. Either party may terminate a Work Authorization for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Work Authorization, through no fault of the terminating party.

2. Contractor will have no liability to Owner on account of any termination by Contractor for cause.

6.04 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Work Authorization, without the written consent of the other party.

6.05 Dispute Resolution

A. Owner and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Work Authorization hereunder, or to any breach of this Main Agreement or any Work Authorization ("Disputes") to mediation. Owner and Contractor agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the

parties may exercise their rights at law.

6.06 Controlling Law; Venue

A. This Main Agreement and all Work Authorizations (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable Contractors' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor 's officers, directors, members, partners, agents, employees, or Contractor 's Subcontractors.

B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Contractor , and all other negligent entities and individuals.

D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Contractor waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Contractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Work Authorization, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement, or a Work Authorization will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt. Email notice: contracts@celina-tx.gov.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Work

Authorization will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Work Authorization held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Work Authorization will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Completion. If the Specific Project is not completed, then no later than the date of Owner's last payment to Contractor under the applicable Work Authorization.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Additional Services—The services to be performed for the Owner by Contractor in accordance with a specific Work Authorization.

2. Agreement—This written contract for services between Owner and Contractor, including the Main Agreement, all exhibits to the Main Agreement, all duly executed amendments, and all Work Authorizations, including all exhibits and duly executed amendments to such Work Authorizations.

3. Basic Services—The services to be performed for or furnished to Owner by Contractor in accordance with Exhibit A of a specific Work Authorization.

4. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the effective date of the Contract.

5. Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

6. Contract Documents—Those items designated as "Contract Documents" in the Contract, and which together comprise the Construction Contract.

7. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

8. Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Contract.

9. Cost—The cost to Owner of the Specific Project designed or specified by or for Contractor under a Work Authorization, including labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies.

10. Documents—All documents expressly identified as deliverables in this Main Agreement

or in any Work Authorization, whether in printed or Electronic Document form, required to be provided or furnished by Contractor to Owner.

11. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. Effective Date of the Work Authorization—The date indicated in a specific Work Authorization on which the Work Authorization becomes effective, but if no such date is indicated, it means the date on which the Work Authorization is signed and delivered by the last of the two parties to sign and deliver.

13. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

14. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

15. Contractor —The individual or entity named as such in this Main Agreement.

16. Contractor 's Subcontractor—An individual, firm, vendor, or other entity having a contract with Contractor to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

17. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Contractor, applicable to all Work Authorizations, including but not limited to provisions regarding Work Authorization procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

19. Owner—The individual or entity named as such in this Main Agreement and for which Contractor's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Contracts concerning Specific Projects.

20. Site—Lands or areas to be indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

21. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

22. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.

23. Work Authorization—A document executed under this Main Agreement by the Owner and Contractor (including incorporated exhibits and amendments, if any), stating the scope of services, Contractor's compensation, times for performance of services, and other relevant information.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; WORK AUTHORIZATION FORM; EXHIBITS TO WORK AUTHORIZATION; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement and as such are applicable to all Work Authorizations:

A. Exhibit 1 – Work Authorization Form
B. Exhibit A – N/A
C. Exhibit B – N/A
D. Exhibit C – Amendment to Work Authorization
E. Exhibit D – N/A
F. Exhibit E – N/A
G. Exhibit F – N/A
H. Exhibit G – Insurance
I. Exhibit H – N/A
J. Appendix 1 – Reimbursable Expenses Schedule
K. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Work Authorization Form and Exhibits to Work Authorization

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit C. These documents are a resource for the parties' use when a specific Work Authorization is issued. To the extent practical and applicable to a Specific Project, the parties will use the Work Authorization Form and Exhibits to Work Authorization as the basis for preparing the specific Work Authorization and its exhibits. The Work Authorization Form and Exhibits to Work Authorization are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Work Authorization and its exhibits.

8.04 Executed Work Authorizations and Their Exhibits

A. When a specific Work Authorization is duly executed by Owner and Contractor, the Work Authorization and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Work Authorizations

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Contractor and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Work Authorization may be made by execution of a new, expressly related Work Authorization, or by execution of a written amendment to the Work Authorization.

3. Nothing in any Work Authorization will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Work Authorization.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Contractor and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Work Authorizations, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Work Authorization, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Work Authorization. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Work Authorization, on behalf of the party that the individual represents.

8.07 Contractor 's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

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

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Contractor that would be in conflict with Contractor’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Contractor, its Subcontractors, and all licensed professionals employed by Contractor or its Subcontractors.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

CITY OF CELINA	**GEOTEX ENGINEERING LLC**
	Amy Brothers Amy Brothers (Oct 22, 2024 13:43 CDT)
Signature	Signature
	Amy Brothers
Printed Name	Printed Name
	10/22/2024
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	PO BOX 855. Collinsville, TX 76233

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **GeoTex Engineering LLC** (Contractor); Owner has furnished the following event information to Contractor. Contractor's scope of work has been developed based on this information.

Project Name:			
Task Order #		**Task Order Date:**	
Project #		**Purchase Order#:**	
Contractor Representative:		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celina-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 performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

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

Signature

Printed Name & Title

Date

GEOTEX ENGINEERING LLC

Signature

Printed Name & Title

Date

Exhibit C

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

Project Name:			
Work Authorization #		**Date**	
Purchase Order #		**Project #**	

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner), and **GeoTex Engineering LLC** (Contractor) for **Material Testing Services** (Services); the Owner and the Provider hereby agree as follows:

Amendment 1 modifies the following conditions to the original work authorization listed above.

a. Example

AMENDMENT

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

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

GEOTEX ENGINEERING LLC

_____

_____
Printed Name & Title

_____
Date

EXHIBIT G

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 each occurrence and $2,000,000 aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

B. With reference to the foregoing required insurance, the vendor agrees to the following:
   1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
   2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
   3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.
C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

CONSTRUCTION MATERIALS TESTING SERVICES
SUMMARY OF FEES
Effective January 2024
1101 Shady Oaks Dr. Denton, Texas 76205
Phone: 940.735.3733

CONCRETE TESTING	REFERENCE STANDARD	STANDARD FEE
Alkali-Silica Reactivity of Cementitious Materials and Aggregates	ASTM C1567/ ASTM C1260	$1,575
Flowable Fill, per cylinder	ASTM D5971 / ASTM D4832	$75
Compression Tests, per cylinder (4 x 8 inch)	ASTM C31/C39 / AASHTO T22/23	$25
Compression Tests, per cylinder (6 x 12 inch)	ASTM C31/C39 / AASHTO T22/23	$30
Compression Tests, per cylinder,	ASTM C31/C39 / AASHTO T22/23	$25
Compression Tests/Contractor Made, per cylinder,	ASTM C39 / AASHTO T22	$30
Slump of Hydraulic-Cement Concrete	ASTM C143	$20
Concrete Air Entrainment and Unit Weight	ASTM C138	$25
Temperature of Freshly Mixed Hydraulic Cement Concrete	ASTM C1064	$5
Concrete Coring		
Mobilization Fee (may be subject to additional mileage fee)		$375
Cores - 4-in diam or less, 8" deep or less, (additional $13.50 per inch for depths greater than 8")		$75
Measuring Thickness of Concrete	ASTM C174	$25
Core Hole Patching		$75
Trimming, Length, Unit Weight, Compression, each	ASTM C174	$75
Structural Coring		call for quote
Concrete Mix Designs		
Professional Engineer Approved Mix Design with Seal, per design		$275
Full Design, with trial batches, per design		call for quote
Concrete Plant Certifications, (3 hour max., additional hrs @ $200/hour)	ASTM C94	$750
Truck Certificate, (3 hour min, additional hrs @ $200/hour)	DOT	$750
Concrete Quality Control Programs		call for quote
Expansion of Portland-Cement Mortars Exposed to Sulfates,	ASTM C452	$550
Flexural Tests (Beams), per beam,	ASTM C78/293 / AASHTO T97/177	$45
Floor Flatness and Floor Levelness (6 hour min., per hour)		$200
Hilti Ferro scan Reinforcing Steel Locations (4 hour min., per hour)		$125
Maturity Meters, cost per probe		$65
Field Personnel		
Reinforcement Placement Observation, Concrete Testing and Soil Testing, per hour		$60
Pier Observation, Logging and Concrete Testing, per hour		$75
Post Tension Placement and Stressing Observations, per hour		$75
Pavement Coring, per hour		$65
Relative Humidity Determinations		$60
Engineer Pier Observation, per hour (Staff / Senior)		$160 / $250

MASONRY TESTING	REFERENCE STANDARD	STANDARD FEE
Compression Strength of Grout, 3" x 3" prisms, per prism	ASTM C1019/C495	$35
Field Personnel - ICC Masonry Inspector, per hour		$85

AGGREGATES	REFERENCE STANDARD	STANDARD FEE
Acid Insolubility	TEX 612J	$200
Clay Lumps and Friable Particles	ASTM 142	$80
LA Abrasion	ASTM C131 / AASHTO T 96	$250
Organic Impurities	ASTM C40	$75
Sand Equivalent	ASTM C2419 / AASHTO T 104	$75
Sieve Analysis		
Sieve Analysis for Coarse or Fine Aggregate, without Wash	ASTM C136	$125
Sieve Analysis for Coarse or Fine Aggregate, with Wash	ASTM C136 & C117	$145
Decant	ASTM C117	$45
Magnesium Sulfate Soundness	ASTM C88 / AASHTO T 104	$370
Specific Gravity and Absorption	ASTM C127/C128 / AASHTO T84/T85	$105
Unit Weight	ASTM C29 / AASHTO T 19	$55
Flex Base Sieve Analysis (Item 247)	TEX-110E	$260
Wet Ball Mill	TEX 116E	$235
Vibratory Proctor	ASTM D4253	$475

SOILS TESTING	REFERENCE STANDARD	STANDARD FEE
Atterberg Limits	ASTM D4318, method A & B	$95
Atterberg Limits,	Tex-104, 105, & 106-E	$110
Crumb Test	ASTM D6572	$40
Dynamic Cone Penetrometer (In-situ CBR), per test		$85
Lime & Cement Depth Check		$20
Field Gradation (Stabilized Soils)		$20
Hydrometer Analysis with Distribution Curve,	ASTM D422	$160
In-place Moisture Density Test, (min. 3 tests/site visit)	ASTM D6938	$20
Optional daily gauge fee, upon request	AASHTO T 310	call for quote
Lime Series, Plasticity Index Method		$500
Lime Series, pH Method	ASTM D6276	$525
Moisture Content		$15
Overburden Swell, each		$90
Percent Material Passing No. 200 Sieve, each	ASTM D1140 / AASHTO T 11	$50
Permeability Test, Flexible-Wall Test, <2.87-inch Diameter,	ASTM D5084	$500
Proctor Test		
Moisture Density Relationships, method A & B/method C	ASTM D698 / AASHTO T 99	$185/$200
Moisture Density Relationships, Treated Proctor method A & B/method C	ASTM D698 / AASHTO T 99	$280
Moisture Density Relationships, method A & B/method C	ASTM D1557 / AASHTO T 180	$225/$250
Moisture Density Relationships	TEX-113-E	$350
Moisture Density Relationships,	TEX-114-E	$225
Oversized Correction Factor	ASTM D4718 / AASHTO T 2224	$75
Resistivity	ASTM G187	$95
Resistivity	TEX 129-E	$260
Soil/Cement Series	ASTM D1633	$1,575
Standard Test for pH of Soil	ASTM D4972 / AASHTO T289 TEX-128-E	$75
Sulfate Content in Soils, Colorimetric Method	TEX-145-E	$105

GEOTEX ENGINEERING

CONSTRUCTION MATERIALS TESTING SERVICES
SUMMARY OF FEES
Effective January 2024
1101 Shady Oaks Dr. Denton, Texas 76205
Phone: 940.735.3733

ASPHALT TESTING	REFERENCE STANDARD	STANDARD FEE
Asphalt Coring		
Mobilization Fee (Coring)		$375
Asphalt Cores, 6" or less (additional $13.50 per inch for depths greater than 6")		$75
Disposal Fee, each		$30
Asphalt Content by Ignition Method,	ASTM D6307 / AASHTO T 308 TEX-236-F	$150
Sieve Analysis of Extracted Aggregate,	ASTM D5444 / AASHTO T 30 TEX-200-F	$120
Density Testing		
Molding of Lab Density Specimens (Superpave), per 2 samples	ASTM D6925 / AASHTO T-312 TEX-241-F	$80
Molding of Lab Density Specimens (Texas Gyratory), per 3 samples	ASTM D4013 / TEX-206-F	$90
Determining Density of Compacted Specimens	ASTM D2726 / AASHTO T-312 TEX-207-F	$45
Determining Density of Asphalt Cores	ASTM D2950 / AASHTO T-166 TEX-207-F	$45
Disposal Fee, each		$30
Maximum Theoretical Specific Gravity (Rice Value)	ASTM D2041 / AASHTO T 209 TEX-227-F	$100
PQ 301 Non-Nuclear Asphalt Density Gauge/Nuclear Density Gauge, equipment Fee - daily rate		$125
Field Personnel - Certified Roadway Specialist, per hour		$65

STRUCTURAL STEEL	REFERENCE STANDARD	STANDARD FEE
Visual Observation (5 hour minimum), per hour		$85
Ultrasonic Inspection (5 hour minimum), per hour		$95
Material Charge (U.I.)		$50
Fireproofing Inspection (5 hour minimum), per hour		$95
Density Testing, per test		$35
Adhesion Bond Test, per test		$45
Specialized Testing		call for quote

PERSONNEL FEES*	STANDARD FEE
Principal	$295
Senior CMET Engineer (P.E)	$250
Senior Geologist (P.G.)	$160
Staff CMET Engineer (P.E.)	$160
CMET Operations/Technical Manager	$175
Storm Shelter Visual Observation	$125
CMET Project Manager	$125
CMET Engineering Intern (E.I.T) / Geologist (G.I.T.)	$110
Quality Control	$110
Administrative	$70

*Personnel fees are listed per hour

CONSTRUCTION MATERIALS TESTING SERVICES
SUMMARY OF FEES
Effective January 2024
1101 Shady Oaks Dr. Denton, Texas 76205
Phone: 940.735.3733

MISCELLANEOUS FEES	STANDARD FEE
New Project Set Up	$250
Project Coordination/Report Preparation	10% of invoice
Project Management	10% of invoice
Project Engineer	2.5% of invoice
Vehicle Transportation Fees	
Within 30 miles	$50
Over 30 miles (additional rate per mile, round trip)	$0.65
Per Diem (Lodging and Food), per day (may vary with location)	$150
Project Completion Letters (please notify Geotex at beginning of project if required), per hour	$250

ADDITIONAL LOCATIONS	
Corporate - 106 1/2 W. Hughes Street, Collinsville, TX 76233	903.420.0014
Denison - 4702 South. Texoma Parkway, Denison, Texas 75020	903.465.0333
DFW - 14805 Trinity Blvd., Fort Worth, Texas 76155	817.529.8464

1.) Fees listed are for informational use only and are subject to change. Please callfor comprehensive list of services and budget estimates.
2.) Fees listed above are per unit/hour, unless otherwise noted.
3.) Hourly rates quoted are portal to portal and apply to standard works days, Monday through Friday 7:00 am to 6:00 pm. Overtime rate of 1.5 times the quoted rate will be applied outside of the standard work hours, over 8 hours a day and on Saturday. Sundays and Holidays will be billed at 2 times the quoted rates.
4.) All services and personnel fees are subject to a minimum fee of four hours per trip for all scheduled inspections, site visits, and cancellations (on-site or in route) unless noted otherwise.
5.) There will be a 50% Surcharge to the standard testing fees on all testing performed on Rush Orders. The rush order surcharge will be applied to all tests which require weekend work.
6.) Same-day call-ins to be billed at 1.5 times the hourly rate of the available personnel, up to and including the project manager's rate.
7.) Estimates are valid for 60 days.
8.) If NICET or ICC inspectors are required, additional fees will apply.
9.) Fees are subject to increases upon the calendar year or one year from the date the contract is signed.
10.) Additional tests requested will be charged at (Slump-$20), (Entrained Air and Unit Weight-$25), (Temperature-$5).

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
MATERIAL TESTING SERVICES—WORK AUTHORIZATION EDITION MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **UES Professional Solutions 44 LLC. (**Contractor). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may request that Contractor provide services for Specific Projects. Each engagement will be documented by a Work Authorization. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Work Authorizations.

Owner and Contractor further agree as follows:

ARTICLE 1—SERVICES OF CONTRACTOR

1.01 General

A. Contractor's services will be detailed in a duly executed Work Authorization for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by the Owner to issue any Work Authorizations.

C. Contractor will not be obligated to perform any prospective Work Authorization unless and until

1. Owner and Contractor agree to the particulars of the assignment, including the scope of Contractor's services, time for performance, Contractor 's compensation, and all other appropriate matters, and include such particulars in the Work Authorization, and

2. Owner and Contractor both sign the Work Authorization.

D. Each duly executed Work Authorization will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Work Authorization itself; (e) the specific Work Authorization's exhibits; and (f) any amendments or modifications of the specific Work Authorization.

1.02 Work Authorization Procedure

A. The general recommended format of a Work Authorization is presented in the accompanying Work Authorization Form. Commonly used Work Authorization exhibits are presented in the accompanying Exhibits to Work Authorization document.

B. Each specific Work Authorization will indicate:

1. Project Background Data.

2. Specific services to be performed by Contractor ("Scope"), including key deliverables.

3. Additions or Modifications to Owner's Responsibilities.

4. Work Authorization Schedule.

5. Contractor 's Compensation for Work Authorization; and

6. Primary Subcontractors, if any.

Main Agreement. EJCDC® E-505, Modified Agreement between Owner and Contractor for Professional Services—Work Authorization Edition. Copyright© 2020 National Society of Professional Contractor s, American Council of Consulting Companies and American Society of Civil Contractor s. All rights reserved.

C. With respect to the Contractor ’s scope of services under a specific Work Authorization, each specific Work Authorization may include:

1. Exhibit A: Scope of work/Deliverable
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule

D. Upon signature of the Work Authorization by both parties (but no earlier than the Effective Date of the specific Work Authorization), Contractor will commence performance and furnish, or cause to be furnished, the services authorized by the Work Authorization.

E. Work Authorizations may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Contractor Services

A. All phases of Contractor’s services under each Work Authorization will include management of Contractor’s Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit detailed work plans/scope of work (Exhibit A).
2. Coordinate services within Contractor’s internal team, and with Subcontractors and Contractor’s Subcontractors.
3. Prepare for and participate in meetings with Contractors and contractors working on other parts of the Specific Project that may affect, or be affected by, Contractor’s services or resulting construction.
4. Submit Invoicing as follows:
   a. Invoices must be submitted monthly by the 10th of each month for the previous month.
   b. Invoices must be submitted to accountspayable@celina-tx.gov.
5. Conduct ongoing management tasks, including:
   a. Maintaining communications records and files pertaining to or arising from Contractor ’s services.
   b. With respect to Contractor ’s services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution.

ARTICLE 2—OWNER’S RESPONSIBILITIES

5.01 Application of Owner’s Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Work Authorization. Supplemental responsibilities of Owner applicable only to a specific Work Authorization may be stated in the specific Work Authorization.

5.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or

revised information from that previously provided, Owner shall provide Contractor with information and data needed by Contractor in the performance of the Specific Project, including Owner's:

1. provide objectives and constraints.
2. space, capacity, and performance requirements.
3. flexibility and expandability needs.
4. budgetary limitations; and
5. any other available information pertinent to the Specific Project.

5.03 Owner's General Responsibilities

A. Owner shall inform Contractor of the policies, procedures, and requirements of Owner that are applicable to Contractor's performance of services under this Agreement and under each Work Authorization.

B. Owner will provide Contractor with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Contractor if the budget or funding sources change.

C. Owner shall inform Contractor in writing of any safety or security programs that are applicable to the personnel of Contractor, its Subcontractors, and Contractor's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Work Authorization.

D. Owner shall arrange for safe access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under this Agreement and under each Work Authorization.

E. Owner shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

F. Owner shall give prompt written notice to Contractor whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Contractor 's services.
2. the presence at the Site of any Constituent of Concern.

G. Owner shall advise Contractor of the identity and scope of services of any independent Contractors employed by Owner to perform or furnish services regarding a Specific Project.

H. Owner shall:

1. Attend and participate in any pre-event, progress, or post event meetings.
2. Primarily communicate with Contractor's Subcontractors and Subcontractors through the Contractor.
    a. Promptly inform Contractor of the substance of any communications between Owner and Contractor's Subcontractors or Subcontractors.

b. Refrain from directing the services of Contractor's Subcontractors or Subcontractors.

3. Authorize Contractor to provide Additional Services as set forth in Article 2 of Exhibit A of each Work Authorization, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Work Authorization, not otherwise set forth in this Agreement.

5.04 Payment

A. Owner shall pay Contractor as set forth in each Work Authorization, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Work Authorizations issued hereunder for one (1)
years from the Effective Date of the Agreement with the option to renew for up to four (4) additional one (1) year terms.

3.02 Commencement

A. Contractor is authorized to begin rendering services under a Work Authorization as of the Effective Date of the Work Authorization.

3.03 Time for Completion

A. The Effective Date of the Work Authorization and the times for completing services or providing deliverables will be stated in each Work Authorization.

B. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

C. If the Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Contractor's services, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

D. If Contractor fails, for reasons within the control of Contractor, to complete the performance required in a Work Authorization within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Contractor .

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Contractor shall prepare invoices in accordance with its standard invoicing practices.

B. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Contractor in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Contractor shall include the agreed-upon amount on a new invoice.

B. Failure to Pay: If Owner fails to make any undisputed payment due Contractor within 30 days after receipt of Contractor ’s invoice, then:

1. amounts due Contractor will be increased at the maximum rate of interest permitted by law, and

4.03 Basis of Compensation

A. The basis of compensation shall be determined in each specific Work Authorization.

ARTICLE 5—OPINIONS OF COST

5.01 Budget Estimates/Opinions of Probable Cost

A. Contractor’s opinions of probable Cost (if any) are to be made based on Contractor’s experience, qualifications, and general familiarity with the industry. However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Cost will not vary from opinions of probable Cost prepared by Contractor. If Owner requires greater assurance as to probable Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance.

A. Contractor ’s Subcontractors: Contractor may retain Subcontractors as Contractor deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

B. Compliance with Laws and Regulations, and Policies and Procedures

1. Contractor and Owner shall comply with applicable Laws and Regulations.

2. Contractor shall comply with the policies, procedures, and instructions of Owner that are applicable to Contractor's performance of services under this Agreement.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies

and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Contractor's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Work Authorization to Laws and Regulations,

b. the receipt by Contractor after the Effective Date of the Work Authorization of Owner- provided written policies and procedures, and

c. changes after the Effective Date of the Work Authorization to Owner-provided written policies or procedures.

6.02 Insurance

A. Contractor shall procure and maintain insurance as set forth in Exhibit G.

B. Contractor shall create an account with myCOI and upload the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Contractor's services and at renewals thereafter during the life of the Agreement.

C. Contractor shall require all subcontractors to maintain the same coverage as required of the Contractor.

6.03 Suspension and Termination

A. Termination for Cause—Work Authorization

1. Either party may terminate a Work Authorization for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Work Authorization, through no fault of the terminating party.

2. Contractor will have no liability to Owner on account of any termination by Contractor for cause.

6.04 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Work Authorization, without the written consent of the other party.

6.05 Dispute Resolution

A. Owner and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Work Authorization hereunder, or to any breach of this Main Agreement or any Work Authorization ("Disputes") to mediation. Owner and Contractor agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the

parties may exercise their rights at law.

6.06 Controlling Law; Venue

A. This Main Agreement and all Work Authorizations (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable Contractors' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor 's officers, directors, members, partners, agents, employees, or Contractor 's Subcontractors.

B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Contractor , and all other negligent entities and individuals.

D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Contractor waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Contractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Work Authorization, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement, or a Work Authorization will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt. Email notice: contracts@celina-tx.gov.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Work

Authorization will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Work Authorization held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Work Authorization will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Completion. If the Specific Project is not completed, then no later than the date of Owner's last payment to Contractor under the applicable Work Authorization.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Additional Services—The services to be performed for the Owner by Contractor in accordance with a specific Work Authorization.

2. Agreement—This written contract for services between Owner and Contractor, including the Main Agreement, all exhibits to the Main Agreement, all duly executed amendments, and all Work Authorizations, including all exhibits and duly executed amendments to such Work Authorizations.

3. Basic Services—The services to be performed for or furnished to Owner by Contractor in accordance with Exhibit A of a specific Work Authorization.

4. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the effective date of the Contract.

5. Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

6. Contract Documents—Those items designated as "Contract Documents" in the Contract, and which together comprise the Construction Contract.

7. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

8. Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Contract.

9. Cost—The cost to Owner of the Specific Project designed or specified by or for Contractor under a Work Authorization, including labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies.

10. Documents—All documents expressly identified as deliverables in this Main Agreement

or in any Work Authorization, whether in printed or Electronic Document form, required to be provided or furnished by Contractor to Owner.

11. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. Effective Date of the Work Authorization—The date indicated in a specific Work Authorization on which the Work Authorization becomes effective, but if no such date is indicated, it means the date on which the Work Authorization is signed and delivered by the last of the two parties to sign and deliver.

13. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

14. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

15. Contractor —The individual or entity named as such in this Main Agreement.

16. Contractor 's Subcontractor—An individual, firm, vendor, or other entity having a contract with Contractor to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

17. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Contractor, applicable to all Work Authorizations, including but not limited to provisions regarding Work Authorization procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

19. Owner—The individual or entity named as such in this Main Agreement and for which Contractor's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Contracts concerning Specific Projects.

20. Site—Lands or areas to be indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

21. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

22. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.

23. Work Authorization—A document executed under this Main Agreement by the Owner and Contractor (including incorporated exhibits and amendments, if any), stating the scope of services, Contractor's compensation, times for performance of services, and other relevant information.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; WORK AUTHORIZATION FORM; EXHIBITS TO WORK AUTHORIZATION; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement and as such are applicable to all Work Authorizations:

A. Exhibit 1 – Work Authorization Form
B. Exhibit A – N/A
C. Exhibit B – N/A
D. Exhibit C – Amendment to Work Authorization
E. Exhibit D – N/A
F. Exhibit E – N/A
G. Exhibit F – N/A
H. Exhibit G – Insurance
I. Exhibit H – N/A
J. Appendix 1 – Reimbursable Expenses Schedule
K. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Work Authorization Form and Exhibits to Work Authorization

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit C. These documents are a resource for the parties' use when a specific Work Authorization is issued. To the extent practical and applicable to a Specific Project, the parties will use the Work Authorization Form and Exhibits to Work Authorization as the basis for preparing the specific Work Authorization and its exhibits. The Work Authorization Form and Exhibits to Work Authorization are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Work Authorization and its exhibits.

8.04 Executed Work Authorizations and Their Exhibits

A. When a specific Work Authorization is duly executed by Owner and Contractor, the Work Authorization and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Work Authorizations

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Contractor and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Work Authorization may be made by execution of a new, expressly related Work Authorization, or by execution of a written amendment to the Work Authorization.

3. Nothing in any Work Authorization will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Work Authorization.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Contractor and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Work Authorizations, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Work Authorization, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Work Authorization. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Work Authorization, on behalf of the party that the individual represents.

8.07 Contractor 's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

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

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Contractor that would be in conflict with Contractor’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Contractor, its Subcontractors, and all licensed professionals employed by Contractor or its Subcontractors.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

CITY OF CELINA	**CONTRACTOR**
	Ken Combs Ken Combs (Oct 30, 2024 14:50 CDT)
Signature	Signature
	Ken Combs
Printed Name	Printed Name
	10/30/2024
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	2209 Wisconsin Street

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EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **UES Professional Solutions 44 LLC.** (Contractor); Owner has furnished the following event information to Contractor. Contractor's scope of work has been developed based on this information.

Project Name:			
Task Order #		**Task Order Date:**	
Project #		**Purchase Order#:**	
Contractor Representative:		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celina-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 performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

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

Signature

Printed Name & Title

Date

CONTRACTOR

Signature

Printed Name & Title

Date

Exhibit C

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

Project Name:			
Work Authorization #		**Date**	
Purchase Order #		**Project #**	

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **UES Professional Solutions 44 LLC.**(Contractor) for **Material Testing Services** (Services); the Owner and the Provider hereby agree as follows:

Amendment 1 modifies the following conditions to the original work authorization listed above.

a. Example

AMENDMENT

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

CITY OF CELINA

_____

_____
Printed Name & Title

_____
Date

CONTRACTOR

_____

_____
Printed Name & Title

_____
Date

EXHIBIT G

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 each occurrence and $2,000,000 aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

B. With reference to the foregoing required insurance, the vendor agrees to the following:
   1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
   2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
   3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.
C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

UES

Construction Materials Engineering and Testing
Basic Services and Standard Unit Rates

DESCRIPTION	UNIT RATE
GENERAL	
Engineering technician services for molding concrete test specimens, field density, performing slump, rebar & P.T, air tests and testing at batch plant (per hour)	$49.00
Overtime (in excess of 8 hours per day) (per hour)	$73.50
Vehicle Trip Charge (per trip)	$75.00
EARTHWORK	
Engineering technician services performing in-place field density testing (per hour)	$49.00
Engineering technician services for sample pick-up (per hour)	$49.00
Overtime (in excess of 8 hours per day) (per hour)	$73.50
Vehicle Trip Charge (per trip)	$75.00
Nuclear Density Equipment Charge (flat rate)	$120.00
Moisture/Density Relationship of Soils	
Standard Proctor (ASTM D 698) (each)	$225.00
Modified Proctor (ASTM D 1557) (each)	$225.00
Target Moisture Proctors (per point) (each)	$120.00
With Lime added in laboratory, add (each)	$80.00
TEX-113-E(each)	$240.00
TEX-114-E(each)	$195.00
TEX-120-E(each)	$240.00
TEX-121-E(each)	$240.00
Atterberg-limit Determinations	
Natural (each)	$85.00
With Lime, add (each)	$30.00
No. 200 Sieve Analysis (each)	$80.00
Free Swell Tests (each)	$100.00
TXDOT Sieve Analysis: Item 247.2 (Includes Sieve, Decant and PI) (each)	$175.00
TXDOT Atterberg Limit Test (each)	$85.00
Lime Series, pH Method (Eades & Grim Method) (each)	$350.00
Soluble Sulphate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	$125.00
Usage of truck-mounted drill rig to obtain moisture content samples from water pressure injected soils.	
Number of borings tested per event	
1	$1,850.00
2	$1,350.00
3-4	$980.00
5-7	$840.00
8-9	$790.00
10+	$750.00
79G (1-50 Lots)(LS)	$500.00
79G (51-149 Lots)(LS)	$1,000.00

EARTHWORK CONT.

79G (150 Lots)(LS)	$1,500.00
79G (additional charge over 150 Lots)(each)	$10.00
Vehicle Trip-Staking (each)	$75.00
Staking (per hour)	$49.00
Moisture Content Tests (each)	$15.00
Wet-Dry Durability (each) % Interval	$175.00
Freeze-Thaw Durability (each) % Interval	$175.00

CONCRETE

Engineering technician services for molding concrete test specimens, performing slump, rebar & P.T, air tests and testing at batch plant (per hour)	$49.00
Overtime (in excess of 8 hours per day) (per hour)	$73.50
Special Inspector, Full Time Masonry Observation (per hour)	$65.00
Overtime (in excess of 8 hours per day)	$97.50
Specimen pick-up (per hour)	$49.00
Handling charge for testing specimens not molded by this Laboratory (per set)	$100.00
Vehicle Trip Charge (per trip)	$75.00
Laboratory compression testing and reporting of concrete cylinders (each)	$25.00
Reserve concrete cylinders not tested (each)	$25.00
Laboratory flexural testing and reporting of concrete beams (each)	$32.50
Reserve Beams not tested (each)	$32.50
Laboratory testing of aggregate for concrete mix design including gradation Fineness modulus, absorption, specific gravity and unit weight (each)	$275.00
Concrete Mix Designs:	
Review of mix design (each)	$350.00
Laboratory design of concrete mix with specific strength and workability Characteristics (each)	$1,050.00
Additional Mix Design utilizing aggregate sample (each)	$500.00
Technician Design Batch Time (per hour)	$49.00
Design Confirmation Cylinders (each)	$25.00
Design Confirmation Flexural Beams (each)	$32.50
Equipment Charge (per day)	$125.00
Special Laboratory Testing of Concrete Aggregates	
Sieve Analysis (dry method) (each)	$60.00
Sieve Analysis with decantation (wet method) (each)	$90.00
Specific Gravity of aggregates (each)	$80.00
Organic Matter (each)	$70.00
Hydrometer Analysis (each)	$125.00
Percent Finer than 200 mesh (each)	$65.00
Absorption (each)	$65.00
Moisture Content (each)	$15.00
Bulk Unit Weight(SpGr) (each)	$55.00

CONCRETE CONT.

Dry Rodded Unit Weight (each)	$30.00
Loose Rodded Unit weight (each)	$20.00
Los Ángeles Abrasión (each)	$650.00
Sodium Sulphate Soundness (3 cycles) (each)	$700.00
Wet Ball Mill Test (each)	$700.00
California Bearing Ration (CBR) Test (each)	$800.00
Minus 200 (each)	$65.00
Concrete Coring*	
2 or 4 Inch Diameter Cores (avg 6"/dpth)(Includes Coring, Prep & Testing) (each)	$95.00
Minimum coring charge (per trip) (each)	$500.00
Core Hole Patching (each)	$25.00
Core Preparation if cored by others & delivered to our Laboratory (each)	$10.00
Core Compression Test if cored by others & delivered to our Laboratory (each)	$25.00
Concrete Special Testing Services:	
Schmidt Rebound Hammer Testing (4hr Min.) (per hour)	$65.00
Equipment Charge (per day)	$125.00
Windsor Probe Testing (4hr Min) (per hour)	$65.00
Probe Supplies (per set)	$100.00
Equipment Charge (per day)	$125.00
Ferroscan (Reinforcement Location) (4hr Min) (per hour)	$100.00
Equipment Charge (per day)	$100.00
Taylor # 625 Calcium Chloride Kits (each)	$40.00
Floor Flatness:	
Testing for over 18,000 sq/ft (per sq/ft)	$0.035
Testing Minimum Charge (minimum)	$650.00
Engineering Review (per hour)	$95.00

***As a part of this service Universal Engineering Sciences, LLC. will attempt to locate reinforcing steel prior to coring. Although every effort will be made to locate the reinforcing steel, Universal Engineering Sciences, LLC does not guarantee the exact location and will not be held responsible should any reinforcement, of any type, be cut.**

MECHANICAL LIME STABILIZATION

Engineering technician services performing in-place field density testing (per hour)	$49.00
Engineering Technician Overtime (per hour)	$73.50
Vehicle Trip Charge (per trip)	$75.00
Nuclear Density Equipment Charge (flat rate)	$120.00
Field Gradations (each)	$10.00
Lime Series, ph Method (Eades & Grim Method) (each)	$350.00
Lime Recommendation Letter (each)	$500.00
Soluble Sulphate (Standard 8 Day turn around, Rush rates quoted upon request) (each)	$125.00
Engineering Review (per hour)	$95.00

MASONRY

Special Inspector, Full Time Masonry Observation (per hour)	$75.00
Overtime (in excess of 8 hours per day) (per hour)	$112.50
Compression Tests (Cubes) (each)	$25.00
Compression Tests (Prisms) (each)	$25.00
Specimen pick-up (per hour)	$49.00
Evaluation Mortar Composition (each)	$275.00
Handling charge for testing specimens not molded by this Laboratory (per set)	$100.00
Vehicle Trip Charge (per trip)	$75.00
Masonry CMU Prism, Compressive Strength Test	
Un-grouted (each)	$125.00
Grouted (each)	$155.00
Grout Prism (3x3x6 inch) Compression Test (each)	$25.00
Engineering Review (per hour)	$95.00

PIER INSTALLATION MONITORING (includes concrete)

Engineering Technician Services (per hour)	$75.00
Engineering Technician Overtime (per hour)	$112.50
Concrete Compression Tests (each)	$25.00
Cylinder Pick Up (per hour)	$49.00
Design Review (each)	$350.00
Vehicle Trip Charge (trip)	$75.00
Engineering Review /Pier Start (ls)	$500.00

STRUCTURAL STEEL

Engineering Technician for Visual Structural Observations: (per hour)	$85.00
Engineering Technician for Visual Structural Observations, Overtime (per hour)	$127.50
Vehicle Trip Charge (per trip)	$75.00
Magnetic Particle Inspection (4 hour minimum)	
Magnetic Particle Inspection - Dry (per hour)	$100.00
Magnetic Particle Inspection - Wet (per hour)	$100.00
Material/Supplies Charge (for Wet MT only) (per can)	$40.00
Liquid Penetrant Inspection (4 hour minimum)	$85.00
Material/Supply charge for Liquid Penetrant Testing (per trip)	$40.00
Welder Qualification Testing (3/8” plate)	$Variable
Additional Welding Procedure Specifications (WPS)	$Variable
Additional Welder Qualification Testing (WQT)	$Variable
U.T - Non-destructive testing of steel using ultrasonic equipment	
Regular time (4 hour minimum) (per hour)	$125.00
Overtime (in excess of 8 hours per day) (per hour)	$187.50
Equipment/Supplies Charge for UT (per day)	$125.00
Ultrasonic Thickness Measurements (per hour)	$85.00
Overtime (in excess of 8 hours per day and weekends) (per hour)	$112.50
Material/ Equipment Charge (per day)	$125.00
Shop Inspection	
Regular time (4 hour minimum) (per hour)	$85.00
Overtime (in excess of 8 hours per day) (per hour)	$127.50
Special Inspections	
As determined by Job Specifications	
Engineering Review (per hour)	$95.00

ASPHALT

Visual Observation (per hour)	$75.00
Visual Observation (per hour)	$112.50
Vehicle Trip Charge (per trip)	$75.00
Marshall stability, flow and density (3 points per test) (each)	$125.00
Extraction and Gradation (each)	$225.00
Maximum Theoretical SpGr (each)	$130.00
Design of asphaltic concrete mix (Marshall Method)	
Aggregates, 5 Bitumen Percentages (each)	$1,300.00
Aggregates, 5 Bitumen Percentages (each)	$1,500.00
Asphalt Content (each)	$175.00
Lab Molded Specimens (set of 3): (each)	$125.00
HMAC Core Specific Gravity (each)	$130.00
HMAC Coring (each)	$95.00
HMAC Core Patching (each)	$25.00
HMAC Core Thickness Determination (each)	$20.00
HMAC Mix Design Review (each)	$350.00
HMAC 1-A & 1-B TXDOT Technician (per hour)	$49.00
HMAC 1-A & 1-B TXDOT Technician (overtime) (per hour)	$73.50
Engineering Review (per hour)	$95.00

FIREPROOFING

Engineering Technician Services (per hour)	$75.00
Engineering Technician Overtime (per hour)	$112.50
Fire stop Visual Inspection (per hour)	$75.00
Vehicle Trip Charge (per trip)	$75.00
Specimen Pick Up (per hour)	$49.00
Field Adhesion / Cohesion (each)	$55.00
Spray on Fireproofing:	
Laboratory Density (each)	$55.00
In Place Bond Test (each)	$65.00
Fire Spread Test (ASTM E84)	
NUMBER OF SAMPLES	
1	$735.00
2-5	$700.00
6+	$660.00
Sample Preparation if required (per sample)	$160.00
Over night Shipping (per sample)	$130.00
Engineering Review (per hour)	$95.00

POST-TENSIONING STEEL MONITORING

Engineering Technician Services for Post-Tensioning (per hour)	$75.00
Engineering Technician Overtime (per hour)	$112.50
Vehicle Trip Charge (per trip)	$75.00
Engineering Review (per hour)	$95.00
Project Manager Engineering Review of P.T. Summary Letter (each)	$150.00

ROOF INSPECTION

Engineering Technician for Visual Inspections (per hour)	$75.00
Engineering Technician for Visual Inspection, Overtime (per hour)	$112.50
Vehicle Trip Charge (per trip)	$75.00
Roof-cut analysis, either quantitative or qualitative type (each)	$800.00
Engineering Review (per hour)	$95.00

ADMINISTRATIVE SERVICES

Administrative Services, test evaluation, Report & Plan Review, contract administration, laboratory and field supervision, preparation of geotechnical reports and consultation

Principal Engineer (P.E.) (per hour)	$175.00
Senior Project Engineer (P.E.) (per hour)	$125.00
Materials Engineer (per hour)	$110.00
Materials Manager (per hour)	$100.00
Project Manager (per hour)	$95.00
NICET Lever II or Higher (per hour)	$49.00
NICET Lever II or Higher (overtime) (per hour)	$73.50

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
MATERIAL TESTING SERVICES—WORK AUTHORIZATION EDITION MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **WSB. (**Contractor). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may request that Contractor provide services for Specific Projects. Each engagement will be documented by a Work Authorization. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Work Authorizations.

Owner and Contractor further agree as follows:

ARTICLE 1—SERVICES OF CONTRACTOR

1.01 General

A. Contractor's services will be detailed in a duly executed Work Authorization for each Specific Project, or for a portion of a Specific Project.

B. The Main Agreement is not a commitment by the Owner to issue any Work Authorizations.

C. Contractor will not be obligated to perform any prospective Work Authorization unless and until

1. Owner and Contractor agree to the particulars of the assignment, including the scope of Contractor's services, time for performance, Contractor 's compensation, and all other appropriate matters, and include such particulars in the Work Authorization, and

2. Owner and Contractor both sign the Work Authorization.

D. Each duly executed Work Authorization will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Work Authorization itself; (e) the specific Work Authorization's exhibits; and (f) any amendments or modifications of the specific Work Authorization.

1.02 Work Authorization Procedure

A. The general recommended format of a Work Authorization is presented in the accompanying Work Authorization Form. Commonly used Work Authorization exhibits are presented in the accompanying Exhibits to Work Authorization document.

B. Each specific Work Authorization will indicate:

1. Project Background Data.

2. Specific services to be performed by Contractor ("Scope"), including key deliverables.

3. Additions or Modifications to Owner's Responsibilities.

4. Work Authorization Schedule.

5. Contractor 's Compensation for Work Authorization; and

6. Primary Subcontractors, if any.

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C. With respect to the Contractor ’s scope of services under a specific Work Authorization, each specific Work Authorization may include:

1. Exhibit A: Scope of work/Deliverable
2. Exhibit B: Compensation
3. Exhibit C: Timeline/Schedule

D. Upon signature of the Work Authorization by both parties (but no earlier than the Effective Date of the specific Work Authorization), Contractor will commence performance and furnish, or cause to be furnished, the services authorized by the Work Authorization.

E. Work Authorizations may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Contractor Services

A. All phases of Contractor’s services under each Work Authorization will include management of Contractor’s Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.

1. Develop and submit detailed work plans/scope of work (Exhibit A).
2. Coordinate services within Contractor’s internal team, and with Subcontractors and Contractor’s Subcontractors.
3. Prepare for and participate in meetings with Contractors and contractors working on other parts of the Specific Project that may affect, or be affected by, Contractor’s services or resulting construction.
4. Submit Invoicing as follows:
   a. Invoices must be submitted monthly by the 10th of each month for the previous month.
   b. Invoices must be submitted to accountspayable@celina-tx.gov.
5. Conduct ongoing management tasks, including:
   a. Maintaining communications records and files pertaining to or arising from Contractor ’s services.
   b. With respect to Contractor ’s services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems, and their resolution.

ARTICLE 2—OWNER’S RESPONSIBILITIES

5.01 Application of Owner’s Responsibilities

A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Work Authorization. Supplemental responsibilities of Owner applicable only to a specific Work Authorization may be stated in the specific Work Authorization.

5.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or

revised information from that previously provided, Owner shall provide Contractor with information and data needed by Contractor in the performance of the Specific Project, including Owner's:

1. provide objectives and constraints.
2. space, capacity, and performance requirements.
3. flexibility and expandability needs.
4. budgetary limitations; and
5. any other available information pertinent to the Specific Project.

5.03 Owner's General Responsibilities

A. Owner shall inform Contractor of the policies, procedures, and requirements of Owner that are applicable to Contractor's performance of services under this Agreement and under each Work Authorization.

B. Owner will provide Contractor with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Contractor if the budget or funding sources change.

C. Owner shall inform Contractor in writing of any safety or security programs that are applicable to the personnel of Contractor, its Subcontractors, and Contractor's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Work Authorization.

D. Owner shall arrange for safe access to and make all provisions for Contractor to enter upon public and private property as required for Contractor to perform services under this Agreement and under each Work Authorization.

E. Owner shall provide necessary direction and make decisions, including prompt review of Contractor's submittals, and carry out its other responsibilities in a timely manner so as not to delay Contractor's performance of its services.

F. Owner shall give prompt written notice to Contractor whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Contractor 's services.
2. the presence at the Site of any Constituent of Concern.

G. Owner shall advise Contractor of the identity and scope of services of any independent Contractors employed by Owner to perform or furnish services regarding a Specific Project.

H. Owner shall:

1. Attend and participate in any pre-event, progress, or post event meetings.
2. Primarily communicate with Contractor's Subcontractors and Subcontractors through the Contractor.
    a. Promptly inform Contractor of the substance of any communications between Owner and Contractor's Subcontractors or Subcontractors.

b. Refrain from directing the services of Contractor's Subcontractors or Subcontractors.

3. Authorize Contractor to provide Additional Services as set forth in Article 2 of Exhibit A of each Work Authorization, as required.

4. Perform or provide the following:

a. All other Owner responsibilities expressly identified in any Work Authorization, not otherwise set forth in this Agreement.

5.04 Payment

A. Owner shall pay Contractor as set forth in each Work Authorization, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective and applicable to Work Authorizations issued hereunder for one (1)
years from the Effective Date of the Agreement with the option to renew for up to four (4) additional one (1) year terms.

3.02 Commencement

A. Contractor is authorized to begin rendering services under a Work Authorization as of the Effective Date of the Work Authorization.

3.03 Time for Completion

A. The Effective Date of the Work Authorization and the times for completing services or providing deliverables will be stated in each Work Authorization.

B. If, through no fault of Contractor, such periods of time or dates are changed, or the orderly and continuous progress of Contractor's services is impaired, or Contractor's services are delayed or suspended, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

C. If the Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Contractor's services, then the time for completion of Contractor's services, and the rates and amounts of Contractor's compensation, will be adjusted equitably.

D. If Contractor fails, for reasons within the control of Contractor, to complete the performance required in a Work Authorization within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Contractor .

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Contractor shall prepare invoices in accordance with its standard invoicing practices.

B. Invoices are due and payable within 30 days of receipt.

4.02 Payments

A. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Contractor in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Contractor shall include the agreed-upon amount on a new invoice.

B. Failure to Pay: If Owner fails to make any undisputed payment due Contractor within 30 days after receipt of Contractor ’s invoice, then:

1. amounts due Contractor will be increased at the maximum rate of interest permitted by law, and

4.03 Basis of Compensation

A. The basis of compensation shall be determined in each specific Work Authorization.

ARTICLE 5—OPINIONS OF COST

5.01 Budget Estimates/Opinions of Probable Cost

A. Contractor’s opinions of probable Cost (if any) are to be made based on Contractor’s experience, qualifications, and general familiarity with the industry. However, because Contractor has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive bidding or market conditions, Contractor cannot and does not guarantee that proposals, bids, or actual Cost will not vary from opinions of probable Cost prepared by Contractor. If Owner requires greater assurance as to probable Cost, then Owner agrees to obtain an independent cost estimate.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance.

A. Contractor ’s Subcontractors: Contractor may retain Subcontractors as Contractor deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

B. Compliance with Laws and Regulations, and Policies and Procedures

1. Contractor and Owner shall comply with applicable Laws and Regulations.

2. Contractor shall comply with the policies, procedures, and instructions of Owner that are applicable to Contractor's performance of services under this Agreement.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies

and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Contractor's scope of services, times of performance, or compensation:

a. changes after the Effective Date of the Work Authorization to Laws and Regulations,

b. the receipt by Contractor after the Effective Date of the Work Authorization of Owner- provided written policies and procedures, and

c. changes after the Effective Date of the Work Authorization to Owner-provided written policies or procedures.

6.02 Insurance

A. Contractor shall procure and maintain insurance as set forth in Exhibit G.

B. Contractor shall create an account with myCOI and upload the certificate of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Contractor's services and at renewals thereafter during the life of the Agreement.

C. Contractor shall require all subcontractors to maintain the same coverage as required of the Contractor.

6.03 Suspension and Termination

A. Termination for Cause—Work Authorization

1. Either party may terminate a Work Authorization for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Work Authorization, through no fault of the terminating party.

2. Contractor will have no liability to Owner on account of any termination by Contractor for cause.

6.04 Successors, Assigns, and Beneficiaries

A. Neither Owner nor Contractor may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Main Agreement, or in any Work Authorization, without the written consent of the other party.

6.05 Dispute Resolution

A. Owner and Contractor agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

B. Mediation: Owner and Contractor agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Work Authorization hereunder, or to any breach of this Main Agreement or any Work Authorization ("Disputes") to mediation. Owner and Contractor agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis and must be completed within 120 days.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the

parties may exercise their rights at law.

6.06 Controlling Law; Venue

A. This Main Agreement and all Work Authorizations (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **State of Texas, Collin County**

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner's principal office; or at the choice of either party, or if federal jurisdictional requirements can be met, in federal court in the district in which Owner's principal office is located.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Contractor: To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable Contractors' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor or Contractor 's officers, directors, members, partners, agents, employees, or Contractor 's Subcontractors.

B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, though, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Contractor , and all other negligent entities and individuals.

D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Contractor waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and Contractors, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Work Authorization, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Miscellaneous Provisions

A. Notices: Any notice required under this Main Agreement, or a Work Authorization will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt. Email notice: contracts@celina-tx.gov.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Work

Authorization will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Work Authorization held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Work Authorization will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Completion. If the Specific Project is not completed, then no later than the date of Owner's last payment to Contractor under the applicable Work Authorization.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Additional Services—The services to be performed for the Owner by Contractor in accordance with a specific Work Authorization.

2. Agreement—This written contract for services between Owner and Contractor, including the Main Agreement, all exhibits to the Main Agreement, all duly executed amendments, and all Work Authorizations, including all exhibits and duly executed amendments to such Work Authorizations.

3. Basic Services—The services to be performed for or furnished to Owner by Contractor in accordance with Exhibit A of a specific Work Authorization.

4. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the effective date of the Contract.

5. Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

6. Contract Documents—Those items designated as "Contract Documents" in the Contract, and which together comprise the Construction Contract.

7. Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.

8. Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Contract.

9. Cost—The cost to Owner of the Specific Project designed or specified by or for Contractor under a Work Authorization, including labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies.

10. Documents—All documents expressly identified as deliverables in this Main Agreement

or in any Work Authorization, whether in printed or Electronic Document form, required to be provided or furnished by Contractor to Owner.

11. Effective Date of the Main Agreement—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.

12. Effective Date of the Work Authorization—The date indicated in a specific Work Authorization on which the Work Authorization becomes effective, but if no such date is indicated, it means the date on which the Work Authorization is signed and delivered by the last of the two parties to sign and deliver.

13. Electronic Document—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

14. Electronic Means—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

15. Contractor —The individual or entity named as such in this Main Agreement.

16. Contractor 's Subcontractor—An individual, firm, vendor, or other entity having a contract with Contractor to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.

17. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of all governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Contractor, applicable to all Work Authorizations, including but not limited to provisions regarding Work Authorization procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.

19. Owner—The individual or entity named as such in this Main Agreement and for which Contractor's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Contracts concerning Specific Projects.

20. Site—Lands or areas to be indicated in the Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

21. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

22. Supplier—A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with the Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by the Contractor or a Subcontractor.

23. Work Authorization—A document executed under this Main Agreement by the Owner and Contractor (including incorporated exhibits and amendments, if any), stating the scope of services, Contractor's compensation, times for performance of services, and other relevant information.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; WORK AUTHORIZATION FORM; EXHIBITS TO WORK AUTHORIZATION; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement and as such are applicable to all Work Authorizations:

A. Exhibit 1 – Work Authorization Form
B. Exhibit A – N/A
C. Exhibit B – N/A
D. Exhibit C – Amendment to Work Authorization
E. Exhibit D – N/A
F. Exhibit E – N/A
G. Exhibit F – N/A
H. Exhibit G – Insurance
I. Exhibit H – N/A
J. Appendix 1 – Reimbursable Expenses Schedule
K. Appendix 2 – Standard Hourly Rates Schedule

8.02 Appendices to Main Agreement

A. The following appendices are incorporated by reference and made a part of this Main Agreement:

1. Appendix 1—Reimbursable Expenses Schedule
2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Work Authorization Form and Exhibits to Work Authorization

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit C. These documents are a resource for the parties' use when a specific Work Authorization is issued. To the extent practical and applicable to a Specific Project, the parties will use the Work Authorization Form and Exhibits to Work Authorization as the basis for preparing the specific Work Authorization and its exhibits. The Work Authorization Form and Exhibits to Work Authorization are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Work Authorization and its exhibits.

8.04 Executed Work Authorizations and Their Exhibits

A. When a specific Work Authorization is duly executed by Owner and Contractor, the Work Authorization and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Work Authorizations

A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Contractor and supersedes all prior written or oral understandings.

B. Amendments:

1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.

2. Amendments and modifications to a Work Authorization may be made by execution of a new, expressly related Work Authorization, or by execution of a written amendment to the Work Authorization.

3. Nothing in any Work Authorization will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Work Authorization.

8.06 Designated Representatives

A. With the execution of this Main Agreement, Contractor and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Work Authorizations, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.

B. With the execution of each Work Authorization, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Work Authorization. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Work Authorization, on behalf of the party that the individual represents.

8.07 Contractor 's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:

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

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition.

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Contractor that would be in conflict with Contractor’s paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Contractor, its Subcontractors, and all licensed professionals employed by Contractor or its Subcontractors.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

CITY OF CELINA	**WSB**
	Kelly Selman Kelly Selman (Oct 22, 2024 16:43 CDT)
Signature	Signature
	Kelly Selman
Printed Name	Printed Name
	10/22/2024
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	WSB, LLC, 3522 Sam Rayburn Highway

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EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2024-111	MAPS Date:	11/13/2024

In accordance with Paragraph 1.01 of the Main Agreement for Professional Services (MAPS) between the **City of Celina, Texas** (Owner) and **WSB** (Contractor); Owner has furnished the following event information to Contractor. Contractor's scope of work has been developed based on this information.

Project Name:			
Task Order #		**Task Order Date:**	
Project #		**Purchase Order#:**	
Contractor Representative:		**Owner Representative:**	

INVOICE SUBMITTAL

Billing Period:	Monthly – for the full month (1-31)
Submission Date:	Submit Invoices by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celina-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 performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

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

Signature

Printed Name & Title

Date

WSB

Signature

Printed Name & Title

Date

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

Project Name:				
Work Authorization #		**Date**		
Purchase Order #		**Project #**		

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **WSB** (Contractor) for **Material Testing Services** (Services); the Owner and the Provider hereby agree as follows:

Amendment 1 modifies the following conditions to the original work authorization listed above.

a. Example

AMENDMENT

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

CITY OF CELINA	**WSB**
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

EXHIBIT G

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

A. Before commencing work, the vendor shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the City of Celina. The vendor shall furnish to the City of Celina certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be addressed as follows:

City of Celina
c/o Purchasing
142 N. Ohio Street
Celina, TX 75009

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum limits of $1,000,000 per-occurrence and $2,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
2. Workers' Compensation insurance with Texas statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, $500,000 each accident, b) by disease, $500,000 per employee with a per policy aggregate of $500,000.
3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined single limit of $1,000,000.
4. Professional Liability Insurance to provide coverage against any claim which the vendor becomes legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of $1,000,000 each occurrence and $2,000,000 aggregate.

   NOTE: If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than thirty-six (36) months following completion of the contract and acceptance by the City of Celina.

B. With reference to the foregoing required insurance, the vendor agrees to the following:
   1. A waiver of subrogation in favor of City of Celina, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
   2. The City of Celina, its officials, employees and officers shall be covered as additional insureds on the Commercial General Liability and Business Automobile Liability policies.
   3. Policies of insurance shall not be cancelled non-renewed, terminated, or materially changed unless and until thirty (30) days' notice has been given to City of Celina.
C. Insurance limits can be met with a combination of primary and excess/umbrella coverage.
D. All insurance shall be purchased from insurance companies that meet a financial rating of A-VI or better as assigned by A.M. Best Company or equivalent.
E. The vendor shall require any contractors, sub-contractors, and other persons doing business with or for the vendor related to the work to maintain at least the insurance as required, or their liability shall be covered by the vendor.

Construction Management Services

Personnel	Unit	Price
Project Director	Per Hour	$250
Project Manager	Per Hour	$200
Construction Inspector III	Per Hour	$105
Construction Inspector II	Per Hour	$95
Construction Inspector I	Per Hour	$85
Auditor	Per Hour	$125
Sr. Construction Record Keeper	Per Hour	$125
Construction Record Keeper	Per Hour	$75
Sr. Clerical	Per Hour	$80
Clerical	Per Hour	$65
Mileage	Per Hour	Federal Rate*
* Mileage will be portal to portal at current IRS Rate		

Effective for 2024

Materials Testing Services

Personnel	Unit	Price
Project Director	Per Hour	$250
Project Manager/Engineer	Per Hour	$175
Lab Manager	Per Hour	$140
Lab Superviosr	Per Hour	$105
Laboratory Specialist	Per Hour	$90
Laboratory Technician	Per Hour	$70
Field Technician	Per Hour	$70
Administration	Per Hour	$80
Mileage	Per Hour	Federal Rate*
* Mileage will be portal to portal at current IRS Rate		

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.

wsb

Asphalt Testing Pricing

Method	Asphalt Test	2024
ASHTO T30 , TEX 200-F	MECHANICAL ANALYSIS OF HMA	$ 120.00
	DETERMINING ASPHALT CORE THICKNESS,	$ 30.00
	CUTTING CORE SAMPLE UP TO 8" DEPTH, PER CORE(EQUIPMENT ONLY)	$ 60.00
	ADDITIONAL COST PER INCH OVER 8"	$ 12.00
	PATCHING CORE HOLES (EACH)	$ 30.00
	HMAC PRODUCTION TESTING (Ga, Gr, A.C%, & SIEVE ANALYSIS)	$ 420.00
ASHTO T176 , TEX203-F	SAND EQUIVALENT TEST ON FINE AGGREGATES	$ 105.00
TEX 207-F	ROADWAY DENSITIES NUCLEAR METHOD PER HOUR (2 HR MIN.)	$ 70.00
ASHTO T166, T209, TEX207, TEX227, TEX204-F	LAB MOLDED DENSITY, VMA, & SPECIFIC RICE GRAVITY (TGC)	$ 225.00
ASHTO T312, T209, TEX207, TEX227, TEX204-F	LAB MOLDED DENSITY, VMA, & SPECIFIC RICE GRAVITY (SGC)	$ 235.00
TEX-236-F	IGNITION OVEN CALIBRATION FACTORS	$ 450.00
TEX-207-F	DETERMINING IN PLACE ROADWAY DENSITY (SET OF 2 TRIMMED CORES)	$ 60.00
TEX-207-F	TRIMMING OF ROADWAY CORES (PER SET OF 2)	$ 60.00
TEX-207-F	ESTABLISHING HMA ROLLING PATTERN (NUCLEAR METHOD) PER HOUR	$ 70.00
ASHTO T308, T30 TEX-210-F	IGNITION OVEN EXTRACTION AND SIEVE ANALYSIS	$ 180.00
ASHTO T308, TEX-236-F	IGNITION OVEN ASPHALT CONTENT %	$ 128.00
TEX-246-F	PERMEABILITY	$ -
ASHTO T331, TEX-207-F	CORELOK (SET OF 2)	$ 182.00
ASHTO T245	MARSHALL STABILITY	$ 152.00
TEX-242-F	HAMBURG TESTING (PER SAMPLE)	$ 726.00
MIX DESIGNS	HVEEM MIX DESIGN	$ 3,025.00
MIX DESIGNS	TXAPA LEVEL II HMAC MIX DESIGN (TGC)	$ 4,840.00
MIX DESIGNS	TXAPA LEVEL II HMAC MIX DESIGN (SGC)	$ 4,840.00
MIX DESIGNS	MARSHALL MIX DESIGN	$ 3,025.00
MIX DESIGNS	STONE MATRIX ASPHALT (SMA) MIX DESIGN	
INSPECTION	TXAPA LEVEL 1-A PLANT INSPECTION (PER HOUR)	$ 70.00
INSPECTION	TXAPA LEVEL 1-B ROADWAY INSPECTION (PER HOUR)	$ 70.00
TESTING	TXAPA LEVEL 1-A LAB TECHNICIAN ON SITE (PER HOUR)	$ 70.00
	REPORT FEE (PER TEST REPORT)	$ 20.00

Concrete Testing Pricing

Method	Concrete Test	2024
ASTM C31, ASHTO T23	MAKING CONCRETE TEST SPECIMENS IN FIELD (SET OF 3)	$ 63.00
ASTM C31, ASHTO T23	MAKING CONCRETE TEST SPECIMENS IN FIELD (SET OF 4)	$ 83.00
ASTM C31, ASHTO T23	MAKING CONCRETE TEST SPECIMENS IN FIELD (SET OF 5)	$ 104.00
ASTM C31, ASHTO T23	MAKING CONCRETE TEST SPECIMENS IN FIELD (SET OF 6)	$ 125.00
ASTM C39, AASHTO T22	COMPRESSIVE STRENGTH OF CONCRETE CYLINDERS, CURING AND DISPOSAL (EACH)	$ 28.00
AASHTO T231	CAPPING CONCRETE TEST CYLINDERS-SULPHUR (PER CYLINDER)	$ 37.00
AASHTO T23	MAKING & CURING CONCRETE TEST BEAM SPECIMENS IN THE FIELD (PER BEAM)	$ 55.00
ASTM C10129	SAMPLING & TESTING GROUT (SET OF 4)	$ 83.00
	SAMPLING & TESTING MORTAR (SET OF 6)	$ 125.00
ASTM C109	COMPRESSIVE STRENGTH OF GROUT PRISMS (SET OF 4)	$ 83.00
	COMPRESSIVE STRENGTH OF MORTAR CUBES (SET OF 6)	$ 165.00
AASHTO T97, ASTM C78	TEST FOR FLEXURAL STRENGTH OF CONCRETE USING BEAM W/ 3 POINT LOADING. (EACH)	$ 55.00
ASTM C579	COMPRESSIVE STRENGTH OF CHEMICAL RESISTANT MORTARS, GROUTS, & POLYMER CONCRETES (SET OF 3)	$ 63.00
AASHTO T121, ASTM C138	TEST FOR UNIT WEIGHT, YIELD (GRAVEMETRIC)	$ 50.00
AASHTO T152	AIR CONTENT OF FRESHLY MIXED CONCRETE SAMPLE	$ 55.00
AASHTO T119	SLUMP ON FRESHLY MIXED CONCRETE SAMPLE	$ 37.00
ASTM C192	CONCRETE MIX DESIGN INCLUDING TRIAL BATCING (SET OF 6 CYLINDERS)	$ 2,000.00
ASTM C192	CONCRETE MIX DESIGN VERIFCATION INCLUDING TRIAL BATCH (SET OF 6 CYLINDERS)	$ 1,100.00
AASHTO T245	CUTTING CONCRETE CORE SAMPLES UP TO 8" DEPTH- EQUIPMENT ONLY (PER CORE)	$ 61.00
AASHTO T245	ADDITIONAL DEPTH PER INCH OVER 8" PER CORE SAMPLE-EQUIPMENT ONLY (PER CORE)	$ 13.00
ASTM C1567	ALKALI-SILICA REACTIVITY OF CEMENTITIOUS MATERIALS & AGGREGATES (ASR)	$ 1,220.00
ASTM 1260	POTENTIAL ALKALI REACTIVITY OF AGGREGATES (MORTAR BAR METHOD)	$ 1,220.00
ASTM C531	LINEAR SHRINKAGE & COFFICIENT OF THERMAL EXPANSION OF CHEMICAL RESISTANT MORTARS, (SET OF 4 BARS)	$ 1,573.00
	REBOUND HAMMER TESTING PER READING	$ 15.00
ASTM C1090	CONCRETE SHRINKAGE TESTING SET OF 3	$ 440.00
	Cylinder Pick Up, Per Set	$ 10.00
	ACI CERTIFIED TECHNICIAN - INSPECTION, SAMPLING & TESTING PER HOUR	$ 70.00
	REPORT FEE (PER TEST REPORT)	$ 20.00

Soil Testing Pricing

Method	Soil Test	2024
ASTM D698, TEX-114-E	STANDARD PROCTOR OF SOILS	$ 242.00
AASHTO T180, ASTM 1557	MODIFIED PROCTOR OF SOILS	$ 303.00
TEX-103-E	Determining Moisture Content in Soil Materials	$ 36.00
TEX-107-E	Determining the Bar Linear Shrinkage of Soils	$ 60.00
TEX 113-E	LAB, COMPACTION CHARACTERISTICS & MOISTURE - DENSITY RELATIONSHIP OF BASE MATERIALS	$ 360.00
TEX 117-E	Triaxial Compression for Disturned Soils and Base Materials	$ 2,300.00
TEX-120-E	SOIL CEMENT TESTING	$ 242.00
TEX -121-E	SOIL LIME TESTING	$ 242.00
TEX-115-E	In Place Density- Per Shot	$ 15.00
TEX-115-E	FIELD METHOD FOR DETERMINING IN PLACE DENSITY OF SOILS AND BASE MATERIALS (PER HR, MIN. 2 HR)	$ 70.00
TEX-128-E	Determining Soil pH	$ 65.00
ASTM C977	QUICKLIME & HYDRATED LIME FOR SOIL STABILIZATION PH TEST	$ 330.00
TEX-112-E	Lime Series (PI)Admixing Lime to Reduce Plasticity Index of Soils	$ 330.00
ASTM D6276	USING PH TO DETERMINE THE SOIL-LIME PROPORTION REQUIREMENT FOR SOIL STABILIZATION	$ 330.00
ASTM D1883	CALIFORNIA BEARING RATIO-(PER POINT)	$ 249.00
AASHTO T193	CALIFORNIA BEARING RATIO-PROCTOR,CBR COMPACTION	$ 418.00
ASTM D4318, TEX 104-6	ATTERBERG LIMITS (DETERMINING THE PLACTICITY INDEX OF SOILS)	$ 80.00
TEX-107-E	DETERMINING LINEAR BAR SHRINKAGE	$ 61.00
ASTM D4609	UNCONFINED COMPRESSIVE STRENGTHS OF SOILS USING HARVARD MINIATURE COMPACTOR (PER % OF SOIL)	$ 509.00
ASTM D422	PARTICLE ANALYSIS- SIEVE TEST ON SOILS (EXCLUDING HYDROMETER)	$ 85.00
ASTM D422	PARTICLE ANALYSIS- SIEVE TEST ON SOILS (HYDROMETER)	$ 322.00
ASTM D4829	EXPANSION INDEX WITH ATTERBERG LIMITS & -#200	$ 297.00
UBC-18-2	EXPANSION INDEX	$ 237.00
ASTM D1556	DENSITY OF SOILS IN-PLACE BY SAND CONE METHOD	$ 92.00
TEX 145-E	DERTMINING SOLUBLE SULFATE CONTENT IN SOIL	$ 150.00
	PROOF ROLLING INSPECTION (PER HOUR)	$ 70.00
	CERTIFIED LAB TECNICIAN (TXAPA SB) PER HOUR	$ 70.00
	REPORT FEE (PER TEST REPORT)	$ 20.00

AGGREGATES Testing Pricing

Method	AGGREGATE TEST	2024
AASHTO T27, ASTM C136, TEX-110-	SIEVE ANALYSIS OF FINE & COARSE AGGREGATES	$ 121.00
ASTM C566	TOTAL EVAPORABLE MOISTURE CONTENT OF AGGREGATE BY DRYING	$ 27.00
ASTM D4791	TEST METHOD FOR FLAT & ELONGATED PARTICLES IN COARSE AGGREGATE	$ 73.00
AASHTO T96, ASTM C131	RESISTANCE TO DEGRADTION BY LA ABRASION	$ 303.00
AASHTO T210, ASTM D3744	DURABILITY INDEX- DOES NOT INCLUDE SIEVE ANALYSIS	$ 164.00
	SPECIFIC GRAVITY & ABSORBTION OF FINE AGREGATE	$ 100.00
AASHTO T85, ASTM C127	SPECIFIC GRAVITY & ABSORBTION OF COARSE AGREGATE	$ 100.00
TEX-280-F	Determining Flat and Elongated Particles	$ 150.00
AASHTO T104, ASTM C88, TEX 411	MAGNESIUM SULFATE SOUNDNESS OF AGGREGATES, CA & FA 5 CYCLES	$ 412.00
AASHTO T19, ASTM C29	UNIT WEIGHT, DRY RODDED	$ 61.00
ASTM C142	CLAY LUMPS & FRIABLE PARTICLES IN AGGREGATES	$ 97.00
AASHTO T176, ASTM D2419, TEX 20	SAND EQUIVALENT VALUE OF SOILS & FINE AGGREGATE	$ 105.00
TEX 115	FIELD METHOD FOR DETERMINING IN-PLACE DENSITY ON SOILS & BASE (PER HR, MIN. 2 HR)	$ 68.00
TEX 116	WET BALL MILL VALUE ON FLEXIBLE BASE MATERIALS	$ 273.00
ASTM C123	LIGHTWEIGHT PARTICLES IN AGGREGATES	$ -
TEX 461	MICRO DEVAL	$ 334.00
TEX 612	ACID INSOLUBILTY	$ 213.00
TEX 406	DECANT OF COARSE AGGREGATE	$ 61.00
TEX-408-A	Organic Impurities in Fine Aggregate for Concrete	$ 95.00
TEX-413-A	Determining Deleterious Material in Mineral Aggregate	$ 100.00
TEX 401	GRADATION OF COARSE AGGREGATE	$ 121.00
TEX 128	PH ON SOILS	$ 61.00
TEX 129	RESISITIVITY VALUE ON SOILS & AGGREGATES	$ 130.00
TEX 406 PART III	PERCENT LIMESTONE IN DENCANTATION MATERIAL	$ 182.00
TEX-111-E	Determining the Amount of Material in Soils Finer than the 75 micrometer (No. 200) Sieve	$ 80.00
TEX-224-F	Determining Flakiness Index	$ 150.00
TEX 413	Delaterious Material	$ 80.00
TEX-612-J	Acid Insoluble Residue for Fine Aggregate	$ 250.00
	CERTIFIED LAB TECHNICIAN (TXAPA, ACI, TXDOT) PER HOUR	$ 70.00
	REPORT FEE (PER TEST REPORT)	$ 20.00

Geotechnical Cost Breakdown

Method	Item	Price
	Standard Soil Drilling (0-50 ft), Per Foot	$25
	Standard Soil Drilling (50-100 ft), Per Foot	$28
Geotechnical Drilling (Soil & Rock)	Soft Shale & Rock Coring, Per Foot	$45
	Hard Rock Coring, Per Foot	$110
	Rock Core Setup, Per Hole	$130
	Borehole Bentonite Plugging, Per Foot	$2.5
Traffic Control	As Per TC plan	As Quoted
Drill Rig Mobilization	Per Job, within 100mi radius from Melissa	$1,000 + $350.00 Per Day
Support Truck Mobilization	Per Mile	$6
Concrete Coring Setup	Per Job	$110
Concrete Coring	Per Core	$150
Cold Asphalt Patch	Per Hole	$25
Field Technician	Per Hour	$70
Administration	Per Hour	$85
Staff/Field Engineer	Per Hour	$130
Senior Engineer	Per Hour	$220

Geotechnical Cost Breakdown

Method	Item	Price
Moisture Content	Each	$25.00
Soil Classification (-#40, -#200, PI)	Each	$160.00
Sieve Analysis	Each	$120.00
pH Test	Each	$85.00
Hydrometer	Each	$180.00
Double Hydrometer	Each	$330.00
Pinhole Test	Each	$200.00
Electrical Resistivity (Using Soil Box In Lab)	Each	$130.00
Soluble Sulfate Testing	Each	$150
Percent Swell Test	Each	$220.00
One-Dimensional Consolidation Test	Each	$450.00
Drained Direct Shear Cohesionless Soil	3 Points Minimum	$450. per point
Unconfined Compression Test	Soil & Rock, Per Test	$80.00
	Rock with Strain Measurement, Per Test	$230.00
Triaxial Shear Test	Unconsolidated Undrained, Per Test	$250.00
	Consolidated Undrained-Pore Pressure Measurement (multi-stage), Per Test	$2,000.00

MATERIAL TESTING MASTER SERVICE AGREEMENT

December 10th, 2024

Dawn Berry,
Purchasing Director

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



BACKGROUND

- The City advertised a request for qualifications (RFQ) on June 17, 2024 for construction material testing services.
- The City received thirteen (13) responses from vendors on July 9, 2024.
- Staff completed scoring of vendors received and selected the top four highest scorers.

MATERIAL TESTING SERVICES

- Soils/Aggregates: Atterberg Limits, Proctors, Moisture-Density Relationships, Lime Series, Gradation, Eades Grim Test, Shrink/Swell Potential Test, and Onsite Inspections.
- Subgrade, Preparations, Base Material, Test & Inspections: Material Acceptance Test, Moisture-Density Relationship, Field Density Test, and Onsite Inspections.
- Concrete: Material Acceptance Test, Mix Designs & Conformations, Field Testing, Sampling for Slump, Air Entrainment, Unit Weight, Compressive Strengths, Flexural Strengths, and Cores.
- Asphaltic: Mix Designs and Conformations.
- Emulsion Material Testing: Nondestructive Testing (Upon Request Only): Shop-Penetrant.
- Other Test & Inspections: Drilled Pier Inspection.

SCORING CRITERIA

- Experience of Firms – (50 points)
- Experience of Team – (15 points)
- Ability to Provide Services – (15 points)
- Sample Work – (10 points)

- TOP FIRMS
  - WSB, LLC
  - Alpha Testing, Inc.
  - Geotex Engineering, LLC
  - Raba Kistner, Inc.

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Barbara Hoskins
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	
Date:	December 10, 2024
Re:	2025-005 CMAR Services for Fire Station #4

Action Requested:
Consider and act to award RFP 2025-005 for Construction Manager at Risk (CMAR) Services to Crossland Construction for the Fire Station #4 construction and to authorize an initial pre-construction services fee not to exceed $15,000.00. (Brawner)

Background Information:
On October 10, 2024 the City of Celina began reviewing responses to RFP 2025-005 for a Construction Manager at Risk (CMAR) for the Fire Station #4 construction.

The project consists of constructing a brand new Fire Station which will be a three bay, 14,000 square feet new ground-up masonry building with a training tower. Construction includes civil construction, parking lots, driveways, and generator yard. CMAR will work with the architect to assist with building materials and construction template for providing a cohesive budget. Construction will include civil site work, sidewalks, exterior lighting, landscaping , irrigation and signage. Building construction will include new facade and interior walls per architect's approved plans, including building foundation and underground utilities, building plumbing, mechanical, electrical and lighting, data / low voltage, audiovisual and access control installations to meet City Standards and 2022 IBC 2023 NEC and local codes. Also included are fire suppression and alarm systems as needed to meet Codes.

Staff is requesting authorization to contract with Crossland Construction for CMAR Services. Crossland Construction will work with staff to manage and oversee the construction process for this project. Once the design is complete, staff will present the guaranteed maximum price (GMP) for the City Council's consideration.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Agenda Recap-FS 4
2. Bid Tabulation
3. ScoringDetail
4. 2025-003 CMAR Fire Station 4 Pre Construction Services Agreement - Partially Executed
5. Fire Station #4 CMAR Selection KB
6. LOCATION MAP FS#4

Financial Consideration:
Funding is available through 2024 General Fund Bonds. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding bid 2025-005 as presented.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-005
CMAR SERVICES FOR FIRE STATION 4
PROJECT #: F23

Bid Opening Date	October 10, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	611
Number of Submissions:	10
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	10
Number of No Bids	2
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. Ten responses were received and all ten were deemed responsive. Responses were sent to the evaluation committee for review. The committee evaluated based on the following criteria:

- Experience with Construction Modificaton
- Qualification of Project Personnel
- Experience with Similar Facility Construction

Purchasing reviewed the financial statements and fees.

Recommendation:
Upon completion of the review, the evaluation committee recommends the following vendor(s):

Recommended Vendor(s):	Crossland Construction Company
Contract Term:	13 Months

Dawn M Berry
Submitted By

11/25/2024
Date

2025-005 Addendum 1
CMAR Services for Fire Station 4

				Piazza Construction		AUI Partners, LLC		Novel Builders, LLC		MDI Inc., General Contractors	
				Total Price	$5,000.00	Total Price	$7,500.00	Total Price	$7,500.00	Total Price	$8,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	**$5,000.00**	$5,000.00	$7,500.00	$7,500.00	$7,500.00	$7,500.00	$8,000.00	$8,000.00
2	Construction Services Fee	1	Percentage	4.0%		3.25%		3.25%		3.25%	
3	General Conditions Fee	13	Monthly Cos	44250.0%		41723.0%		40595.88%		48443.0%	

				tion (CORE Construction Service		Tegrity Contractors		Byrne Construction Services		ossland Construction Company,	
				Total Price	$10,000.00	Total Price	$10,777.00	Total Price	$15,000.00	Total Price	$15,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	$10,000.00	$10,000.00	$10,777.00	$10,777.00	$15,000.00	$15,000.00	$15,000.00	$15,000.00
2	Construction Services Fee	1	Percentage	2.5%		4.77%		2.5%		2.5%	
3	General Conditions Fee	13	Monthly Cos	0.89%		64430.77%		50275.69%		45657.0%	

				Lee Lewis Construction, Inc.		Swinerton Builders	
				Total Price	$15,000.00	Total Price	$20,000.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Pre-Construction Fee	1	EA	$15,000.00	$15,000.00	$20,000.00	$20,000.00
2	Construction Services Fee	1	Percentage	2.95%		1.95%	
3	General Conditions Fee	13	Monthly Cos	54903.0%		102920.0%	

Line #
1
2
3

Line #
1
2
3

Line #
1
2
3

Supplier Scoring Summary **2025-005 Addendum 1 - CMAR Services for Fire Station 4 - Scoring Round 2: By Committee**

Supplier	Rank	Score	Round 2 - Project Evaluation	Experience With Construction M	Qualifications of Project Personn	Experience with similar facility c	Financial Statements	Cost - Proposed Fee for Pre-Con	Cost - Proposed Fee for Construc	Project 1	Project 2	Project 3	Project 4	Project 5
		100		10.00	10.00	20.00	10.00	10.00	30.00	2.00	2.00	2.00	2.00	2.00
Crossland Construction Company	1	80.11		10.00	9.75	20.00	6.00	3.33	23.40	1.88	1.25	1.75	0.88	1.88
CORE Construction	2	78.15		9.75	9.75	17.75	6.00	5.00	23.40	1.25	1.25	1.25	1.25	1.50
Byrne Construction Services	3	75.98		9.50	9.75	17.00	7.00	3.33	23.40	1.00	1.38	1.38	1.00	1.25
Lee Lewis Construction, Inc.	4	73.16		10.00	10.00	15.50	10.00	3.33	19.83	1.00	1.00	1.00	0.75	0.75
Swinerton Builders	5	69.88		10.00	10.00	10.75	4.00	2.50	30.00	1.13	0.25	0.25	0.63	0.38
AUI Partners, LLC	6	67.42		9.00	9.50	15.75	4.00	6.67	18.00	0.50	1.25	1.00	1.00	0.75
Novel Builders, LLC	7	65.92		9.50	9.00	11.50	8.00	6.67	18.00	1.13	0.88	0.50	0.25	0.50
Piazza Construction	8	59.51		9.00	9.50	10.50	4.00	10.00	14.63	0.25	0.25	0.25	0.25	0.88
MDI Inc., General Contractors	9	52.25		9.25	9.50	8.00	0.00	6.25	18.00	0.25	0.25	0.25	0.25	0.25
Tegrity Contractors	10	49.65		10.00	9.75	8.50	2.00	4.64	12.26	0.88	0.50	0.50	0.25	0.38
		67.20		**9.60**	**9.65**	**13.53**	**5.10**	**5.17**	**20.09**	**0.93**	**0.83**	**0.81**	**0.65**	**0.85**

CITY OF CELINA

CONSTRUCTION MANAGER AT RISK AGREEMENT

This Agreement is made by and between the **City of Celina, Texas** a home rule municipality (Owner) and **CROSSLAND CONSTRUCTION COMPANY, INC.**, ("Contractor" or "Construction Manager"), to provide pre-construction services to the City Of Celina, Texas. This Agreement is effective on **December 11, 2024** and unless earlier terminated pursuant to the provisions hereof, shall continue through the completion of performance of the Work specified hereunder.

WHEREAS, Owner desires to obtain pre-construction services for from Contractor for the construction of Fire Station 4 project ("Project"); and

WHEREAS, Contractor is a construction firm selected to provide such services, based upon Contractor's municipal experience, references, and qualifications, and is willing to undertake the performance of such services for Owner in exchange for payment and fees as hereinafter specified.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Contract Documents, and subject to the terms and conditions hereinafter stated, Owner and Contractor do mutually agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The term "Contract Documents" shall include and consist of the following documents:

1. This Agreement;
2. Contractors Response to RFP 2025-003
3. Other amendments and/or modifications to the above documents as are agreed upon by Contractor and Owner.

These Contract Documents are incorporated by reference into this Agreement as if set out herein in their entirety.

ARTICLE 2. EMPLOYMENT OF CONTRACTOR

A. Contractor will perform as an independent contractor all services under this Agreement to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the contractor/construction manager profession, both public and private, currently practicing in the North Texas area under similar conditions including, but not limited to, the exercise of reasonable, informed judgments and prompt, timely action.

B. The Contractor's and Owner's representatives on the Project(s) are listed as follows:

Contact Name & Address

1. Contractor's Representative:

Contact: Rocky Hussman
Address: 731 Industry Way
Prosper, TX 75078
Phone #: 469-408-7702
Email: rhussman@crossland.com

2. Owner's Representative:

Kimberly Brawner
142 N. Ohio | Celina, TX 75009
972-382-2686 x 1081
Contracts@celina-tx.gov

Neither the Owner's nor the Contractor's representative shall be changed without ten (10) days' written notice to the other party.

ARTICLE 3. SCOPE OF SERVICES

Contractor shall perform pre-construction services as necessary to the prepare the project for construction bidding including but not limited to:

1. Preparing and Manage the Guaranteed Maximum Price (GPM) Documentation
2. Participate in the design process
3. Provide pre-construction services including constructability and cost advice through the design process.

ARTICLE 4. CONTRACTOR'S LIABILITY

A. Acceptance of the Work by Owner shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, associates, agents or subcontractors for the accuracy and competency of their performance of the Work; nor shall such acceptance be deemed an assumption of responsibility by Owner for any defect in the performance of the Work by said Contractor, its employees, associates, agents or subcontractors.

B. If at any time during the term of this Agreement, Contractor shall fail to perform the Work in accordance with the provisions of this Agreement in an efficient, timely and careful manner and in strict accordance with the provisions of this Agreement or fail to use an adequate number of quality or quality of personnel to complete the Work or fail to perform any of its obligations under this Agreement, then Owner shall have the right, if Contractor shall not cure any such default after thirty (30) days' written notice thereof, to terminate this Agreement. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If, after exercising any such remedy due to Contractor's non-performance under this Agreement, the cost to Owner to complete the Work to be performed under this Agreement is in excess of that part of the Agreement sum which has not theretofore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse Owner for such excess.

D. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services, if any, made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 5. CONFIDENTIAL INFORMATION

Contractor hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Agreement, which is of a confidential, non-public or proprietary nature. Contractor shall treat any such information received in full confidence and will not disclose or appropriate such confidential information for its own use or the use of any third party at any time during or subsequent to this Agreement.

ARTICLE 6. INDEMNITY

NOTWITHSTANDING ANY OTHER PROVISION IN THE CONTRACT DOCUMENTS TO THE CONTRARY:

A. CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS OWNER, ITS TOWN COUNCIL, OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ALL CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM THE PERFORMANCE OF THE WORK OR WHICH ARE CAUSED BY THE INTENTIONAL ACTS OR NEGLIGENT ACTS OR OMISSIONS OF CONTRACTOR OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE (THE "INDEMNIFIED ITEMS"). BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE

PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY. INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEY'S FEES AND COSTS OF COURT, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEY'S FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.

B. IN ITS SOLE DISCRETION, THE TOWN SHALL HAVE THE RIGHT TO APPROVE COUNSEL TO BE RETAINED BY CONTRACTOR IN FULFILLING ITS OBLIGATION TO DEFEND AND INDEMNIFY THE TOWN. CONTRACTOR SHALL RETAIN APPROVED COUNSEL FOR THE TOWN WITHIN SEVEN (7) BUSINESS DAYS AFTER RECEIVING WRITTEN NOTICE FROM THE TOWN THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR DOES NOT RETAIN COUNSEL FOR THE TOWN WITHIN THE REQUIRED TIME, THEN THE TOWN SHALL HAVE THE RIGHT TO RETAIN COUNSEL AND THE CONTRACTOR SHALL PAY THESE ATTORNEY'S FEES AND EXPENSES. THE TOWN RETAINS THE RIGHT TO PROVIDE AND PAY FOR ANY AND ALL COSTS OF DEFENDING INDEMNIFIED ITEMS, BUT IT SHALL NOT BE REQUIRED TO DO SO.

ARTICLE 7. TERMINATION OR SUSPENSION

A. If the Owner fails to make payments to the Contractor in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Contractor's option, cause for suspension of performance of Work under this Agreement. If the Contractor elects to suspend performance of the Work, the Contractor shall give ten (10) days' written notice to the Owner before suspending performance of the Work. In the event of a suspension of performance of the Work, the Contractor shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of performance of the Work. Before resuming Work, the Contractor shall be paid all sums due prior to suspension and any reasonable expenses incurred in the interruption and resumption of the Contractor's Work.

B. If the Owner suspends the Project, the Contractor shall be compensated for Work performed satisfactorily prior to notice of such suspension. When the Project is resumed, the Contractor may be compensated for expenses incurred in the interruption and resumption of the Contractor's performance of the Work. The Contractor's fee for the remaining Work and the time schedules may be equitably adjusted. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Contractor, the Contractor may terminate this Agreement by giving not less than thirty (30) days' written notice.

C. Either party may terminate this Agreement upon not less than thirty (30) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

D. The Owner may terminate this Agreement upon not less than thirty (30) days' written notice to the Contractor for the Owner's convenience and without cause. In the event of termination not the fault of the Contractor, the Contractor shall be compensated for services performed prior to termination.

ARTICLE 8. CLAIMS AND DISPUTES

A. The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other party arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution set forth in this Agreement within the period specified by applicable law. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Article. To the extent damages are covered by property insurance, the Owner and Contractor waive all rights against each other and against the contractors, employees, agents, and subcontractors of the other party for damages, except such rights as they may have to the proceeds of such insurance as set forth in the Contract Documents. The Owner or the Contractor, as appropriate, shall require of the contractors, employees, agents, and subcontractors of any of them similar waivers in favor of the other parties enumerated herein.

B. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. The Owner and Contractor shall endeavor to resolve claims, disputes, and other matters in question between them first, informally and, second, by mediation. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. The parties shall have fifteen (15) days after receipt of a request for mediation to agree on a mediator. If the parties are unable to agree on a mediator within fifteen (15) days, each party shall have an additional five (5) days to designate a mediator. The two mediators so designated shall then designate a third unbiased mediator who shall be the mediator to conduct the mediation. The decision of the mediator shall be nonbinding. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

C. If the parties do not resolve a claim, dispute or other matter in question through mediation pursuant to this Article, the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

ARTICLE 9. INSURANCE AND BONDS

A. The Contractor shall, at its own expense, procure, pay for, and maintain during the term of this Agreement insurance as listed in Exhibit 1.

ARTICLE 10. MISCELLANEOUS

§10.1 Choice of Law

This Agreement shall be governed by the law of the State of Texas, and venue for any dispute shall be in any court of competent jurisdiction in Collin County, Texas.

§10.2 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceable provisions shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein; and it is the intention of the parties that in lieu of each provision that is found to be illegal, invalid, or unenforceable, the parties seek to reasonably negotiate a new provision 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.

§10.3 Notice

Except as otherwise provided in this Agreement or the Contract Documents, all notices and other communications required or permitted to be given under this Agreement, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by certified mail, postage prepaid, return receipt requested. The addresses of each party are as follows:

If to the Owner:
City of Celina
Attn: Contracts
142 N. Ohio
Celina, TX 75009

If to Contractor:
Crossland Construction Company, Inc.
Rocky Hussman
731 Industry Way
Prosper, TX 75078

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other party. Each notice given by certified mail shall be deemed delivered on the date of delivery as shown on the return receipt, or if delivery is attempted, at the last address specified and the notice is returned, notice shall be deemed delivered on the date the notice was originally sent. Each notice delivered in any other manner shall be deemed delivered as of the time of actual receipt thereof. The parties acknowledge and agree to provide to the other party within seventy-two (72) hours of transmission such notice documents bearing the original signatures.

§10.4 Unsatisfactory Work

Nothing contained in this Agreement shall require Owner to pay for any work that is unsatisfactory as determined by Owner or which is not submitted in compliance with the terms of this Agreement, nor shall such failure to withhold payment pursuant to the provisions of this Section constitute a waiver of any right, at law or in equity, which Owner may have if Contractor is in default, including the right to bring legal action for damages or for a specific performance of this Agreement.

§10.5 Conflict of Interest

Contractor covenants and agrees that Contractor and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Agreement. All activities, investigations and other efforts made by Contractor pursuant to this Agreement will be conducted by employees, associates or subcontractors of Contractor.

§10.6 Non-Waiver

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment to any extent of any such party's right to assert or rely upon any such provision or right in that or any other instance, rather, the same shall be and remain in full force and effect.

§10.7 Assignment

The Owner and Contractor, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Contractor shall assign this Agreement without the prior written consent of the other party.

§10.8 Signatures

The undersigned officers and/or agents of the parties hereto are the properly authorized persons and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary motions, resolutions or other act extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties execute below:

CITY OF CELINA, TEXAS	**CONTRACTOR.**
	Rocky Hussman Rocky Hussman (Nov 25, 2024 14:27 CST)
Robert Ranc, City Manager	Signature
Date:	Rocky Hussman - President, Texas Region Printed Name & Title
	Date: 11/25/2024



2025-005 Addendum 1
Crossland Construction Company, Inc
Supplier Response

Event Information

Number: 2025-005 Addendum 1
Title: CMAR Services for Fire Station 4
Type: Request for Proposal
Issue Date: 9/23/2024
Deadline: 10/10/2024 10:00 AM (CT)
Notes: The City of Celina is accepting proposals from qualified construction firms to provide Construction Manager-At-Risk Services, necessary for the construction of Fire Station 4, in accordance with the terms, conditions, and requirements set forth in this Request for Proposals (RFP). This RFP provides interested firms with the information necessary to prepare and submit their qualifications, pre-construction fee and construction services fee for consideration.

The building is a three bay, 14,000 square feet new ground up masonry building with a training tower. Construction includes civil construction, parking lots, driveways, and generator yard. CMAR will work with architect to assist with building materials and construction template for providing a cohesive budget. Construction will include civil site work, sidewalks, exterior lighting, landscaping , irrigation and signage. Building construction will include new facade and interior

walls per architect's approved plans, including building foundation and underground utilities, building plumbing, mechanical, electrical and lighting, data / low voltage, audio visional and access control installations to meet City Standards and 2022 IBC 2023 NEC and local codes. Also included are fire suppression and alarm systems as needed to meet Codes.

BUDGET: $9,300,000.00
CONSTRUCTION TIME: 13 MONTHS
Budget: $9,300,000

Project Time: **13** Months

Contact Information

Contact: Dawn Berry
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Phone: (469) 813-4194
Email: dberry@celina-tx.gov

Crossland Construction Company, Inc Information

Contact: Michelle Crossland Meeks
Address: 731 Industry Way
Prosper, TX 75078
Phone: (972) 347-5659
Email: mmeeks@crossland.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Eric Bunner
Signature

ebunner@crossland.com
Email

Submitted at 10/10/2024 09:35:25 AM (CT)

Supplier Note

We acknowledge Addendum No. 1.

Requested Attachments

Financial Statement

Audited Financial Statement - Crossland 2023.pdf

Upload a copy of your most recent audited statement. Include the letter to management and the statement.

Statement of Qualifications

SOQ Statement of Qualifications - CROSSLAND.pdf

Complete the State of Qualification form and upload here.

CIQ - Conflict of Interest

Exhibit 4 CIQ Celina Fire Station #4.pdf

Complete the CIQ form located in the Attachments Tab and upload here.

Bid Bond

Celina Fire Station #4 Bid Bond.pdf

Complete the Bid Bond form located in the Attachments Tab and upload here.

W9

W9 2024 - Crossland Construction.pdf

Complete the W9 form located in the Attachments Tab and upload here.

00-401 Non Resident Bidder Form

Section_00401-_Contractor_Compliance_Non Resident Bidder Celina Fire Station #4.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

Form 1295

Form 1295 Certificate 101274462 Celina Fire Station #4 - Crossland.pdf

Complete the form 1295 electronically and upload the signed form here

General Conditions Breakdown

General Conditions Breakdown - Crossland.pdf

Upload detailed breakdown of the general conditions.

Response Attachments

25 - Sample Preliminary Cost Estimate.pdf

SOQ #25 Sample Preliminary Cost Estimate

25 - Sample Final Cost Estimate.pdf

SOQ #25 Sample Final Cost Estimate

SOS Certificate - Crossland.pdf

Texas Secretary of State - Certificate of Fact - Crossland

References - Crossland.pdf

Crossland Owner & Architect References

Fire Station Experience - Crossland.pdf

Crossland Fire Station Experience

Certificate of Insurance - Crossland.pdf

Certificate of Insurance - Crossland

Firm Information - Crossland.pdf

Firm Information - Crossland

Org Chart & Resumes - Crossland.pdf

Org Chart & Resumes - Crossland

Surety Letter - Crossland.pdf

Surety Letter - Crossland

Celina Fire Station #4 Consent Letter - Crossland.pdf

Surety Consent Letter

Bid Attributes

1	**Substantial Completion** Substantial Completion = 12 months ☑ Acknowledge
2	**Completion - Ready for Final Payment** Completion = 13 months ☑ Acknowledge
3	**Mobilization** Mobilization shall be subsidiary to the contract line items

4 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2023 is due by September 10, 2023

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

5 Liquidated Damages

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

6 Celina Design and Construction Standards

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

7 Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

Crossland agrees to make payments to all subcontractors within ten (10) calendar days after receipt of payment from the City

8 Noise Ordinance

Article 8.04 sets time limits for noise during construction. Specifically,

8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020)

Crossland hereby acknowledges the City of Celina's Noise Ordinance as set forth in Article 8.04 and shall abide by it during the construction of the project.

9 Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Crossland hereby acknowledges and agrees to abide by all Federal, State and Local Laws.

10 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

11	**Bid Acceptance** All bids will remain subject to acceptance for a period of 90 days.

12	**Retracting Your Bid - Making Modifications after submission.** Modification to or Withdrawal of Submission Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline: 1. Log into your account, click the retract link at the top of the page. ◦ Select "NO BID" if you are choosing **not** to re-submit; or ◦ **Make the required changes and resubmit your response.** ◦ See the help section in the top right of the window for further details.

13	**Disclosure of Interested Parties (Form 1295)** Section 2252.908 of the Texas Government Code requires a business entity entering into certain contracts with a governmental entity to file with the governmental entity a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity. Awarded vendors will be required to complete this form within 5 days of the notice of award. The form and all information regarding it can be found at https://www.ethics.state.tx.us/filinginfo/1295/ ☑ Acknowledge

14	**Local Preference Policy** The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract. This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged. Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council. Applications for local preference may downloaded from the City's Procurement website located here.

15 **Non-Collusion**

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☑ I certify that the statement is accurate and true.

16 **Contact Person**

Name and Title

Rocky Hussman

17 **Contact Person Phone**

18 **Contact Person Email**

rhussman@crossland.com

19 **Main Office Location**

731 Industry Way Prosper, TX 75078

20 **Years in Business**

47

21 **Office Location**

Please list your corporate office location and any branch locations in Texas.

731 Industry Way Prosper, TX 75078

22 **Business Name**

Has your business operated under the same name? If no, under what former name has your organization operated?

Yes

23 **Binding Official**

The name of the binding official granted the power to execute agreements.

Rocky Hussman

24 Binding Official Email Address

rhussman@crossland.com

25 Licensing

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

N/A

26 SB 252

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☑ I certify that the statement is accurate and true.

27 HB 89 ISRAEL

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☑ I certify that the statement is accurate and true.

28 SB 13 Boycotting Energy Companies

In accordance with SB 13, I certify as the respondent and submitter for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☑ I certify that the statement is accurate and true.

29 SB 19 Firearm and ammunition industries

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☑ I certify that the statement is accurate and true.

30 Felony Conviction

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

2. My firm is NOT owned or operated by anyone who has been convicted of a felony.

31 Risk 1: Taxes - Local

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

Yes

32 **Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

Yes

33 **Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No

34 **Risk 4: Debarrment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

No

35 **Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

No

36 **Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No

37 **Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

No

38 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

No

39 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

In the ordinary course of business, Crossland has encountered some disputes involving construction contracts that have led to occasional litigation, including instances where liens were filed by subcontractors and material suppliers. However, Crossland does not consider any of the currently pending liens or other litigation financially material to the company. In cases where a subcontractor fails to fulfill its obligations, Crossland actively works to address the situation by utilizing self-performance to complete the work or supplementing the subcontractor if necessary. It is important to note that Crossland has no outstanding judgments and is not currently in default on any loan or financing agreement with any bank, financial institution, or other entity. It has never been in default historically. Crossland's commitment is to approach conflicts with the owner's best interest in mind, maintaining transparency in communication throughout the entire process.

40 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

No

41 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE

42 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No

43 **ACH**

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

44 **Invoices**

All invoices must reference the City of Celina's Purchase Order/Department Purchase Order number, department name, job site location, city employee requesting service, and a **complete breakdown of charges**. The breakdown on the invoice should be in accordance with the bid pricing. If applicable, invoices should provide clear detail and breakdown for labor (to include hourly rate and cost per hour), and mark-up on parts/materials should be provided on the invoice and extended (detail to show vendors cost, and then extended to show markup). All original invoices must be sent to accountspayable@celina-tx.gov.

45 **Public or Private**

Is your business publicly traded?

No

46 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

47 State of Texas Registration

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes, File Number 800083196

48 Certificate of Interested Parties Electronic Filing Form 1295

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh 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. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

49 Insurance

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

50 Addendum 1

Please acknowledge receipt of Addendum 1.

Addendum 1 modifies the time requirements for the project. The time is 13 months. The attributes stated 90/120 days. The attributes have been updated to 12 months substantial and 13 months completion.

☑ I acknowledge receipt of Addendum 1.

Bid Lines

1 Pre-Construction Fee

Quantity: 1 UOM: EA Price: $15,000.00 Total: $15,000.00

2 Construction Services Fee

(Line excluded from response total)

Quantity: 1 UOM: Percentage Total: 2.5%

3	**General Conditions Fee** *(Line excluded from response total)* Quantity: 13 UOM: Monthly Cost	Total: 45657

Response Total: $15,000.00

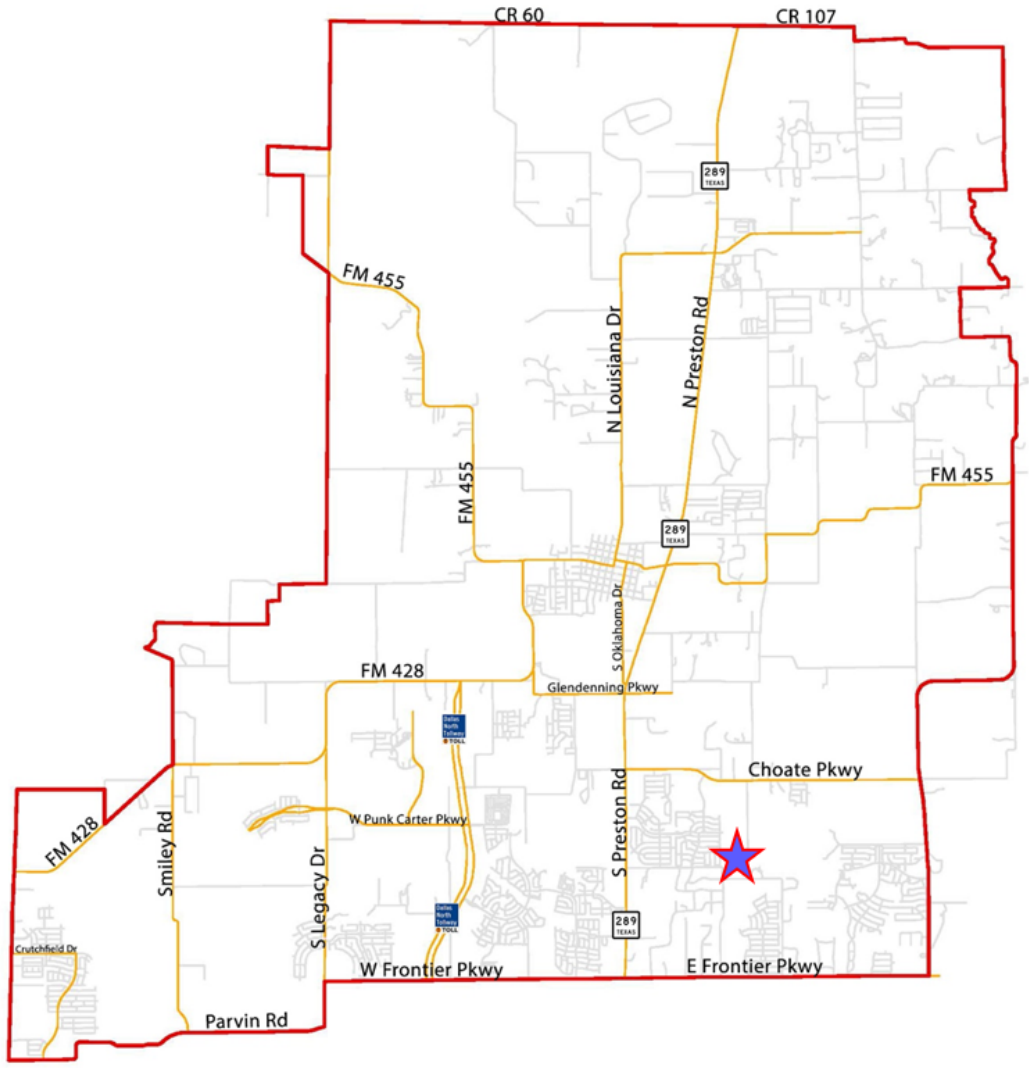
FIRE STATION #4
CMAR SELECTION

December 10, 2024
Kimberly Brawner



PROJECT LOCATIO

- 1205 Punk Carter Pkwy



PROPOSED SITE PLAN



BACKGROUND

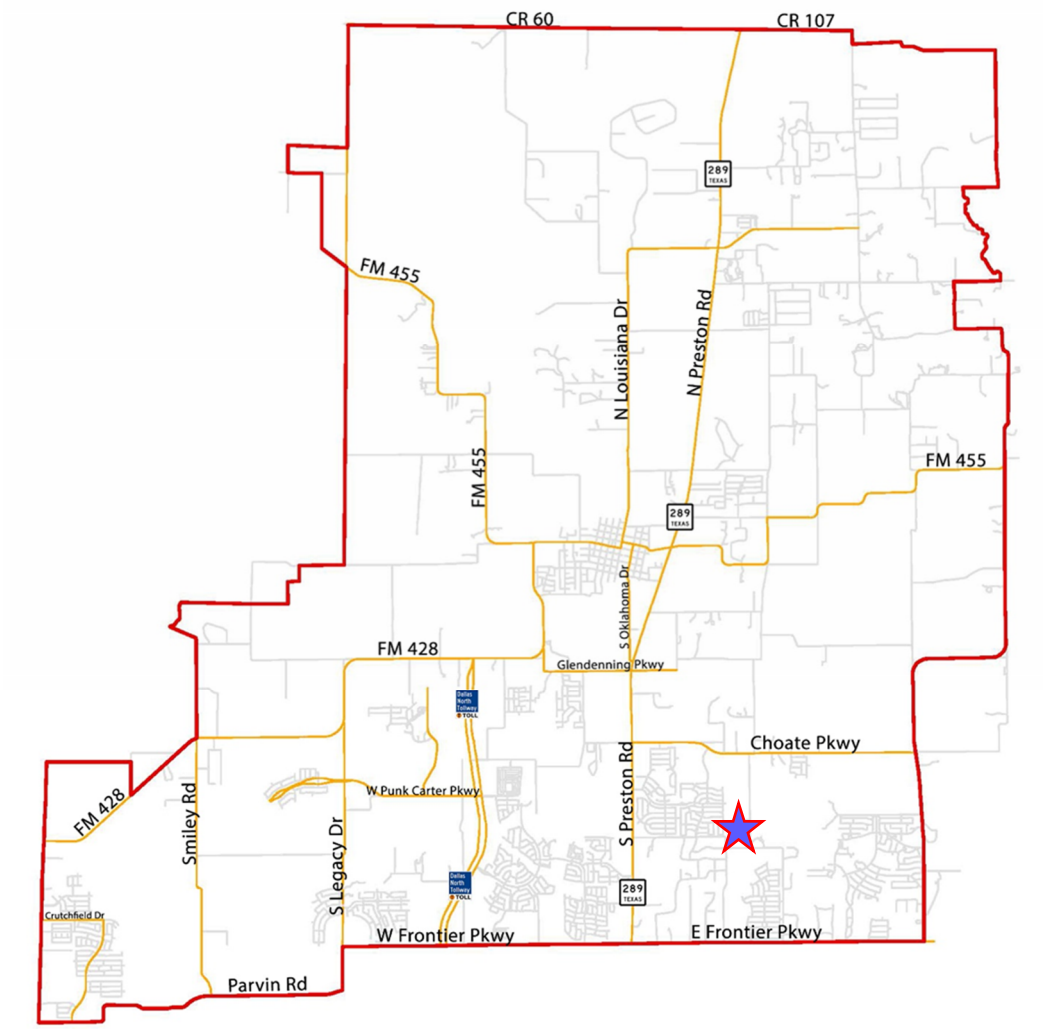
- Land purchased in 2019 with the intent for shared public safety campus
- City Council approved Conduit as architect in June 2024
- City Council approved Master plan in August 2024
- Fire Station #4 is proposed as a 3-bay, 14,000 square feet fire station with generator yard and training tower

RFP 2025-005 BID INFORMATION

- City advertised for RFP on
- Bid Opening: October 10, 2024
- Number of Invitations sent/Vendors Notified: 611
- Number of submissions: 10
- Proposed CMAR: Crossland Construction
  - $15,000 Pre-construction services

QUESTIONS?

LOCATION MAP



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:	December 10, 2024
Re:	Pavement Analysis Services

Action Requested:
Consider and act to authorize the execution of a contract with Roadway Asset Services to complete the FY 2025 Pavement Condition Index inspection through a cooperative contract with North Texas Share in an amount not to exceed $76,036.00. (Figueroa)

Background Information:
Staff requests authorization to procure Pavement Analysis Services, specifically a Pavement Condition Index (PCI), through the following cooperative agreement.

· Cooperative Agency: North Texas Share
· Cooperative Contract #: 2022-063

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.

In 2023, the City completed a comprehensive Pavement Condition Index (PCI) assessment of the entire Celina roadway network. This upcoming analysis represents the first re-evaluation of 25% of the roadway network, in line with the City's pavement management strategy. The strategy aims to assess approximately 25% of the roadway network annually, ensuring the entire roadway network is captured and evaluated every four years. This approach allows for the strategic planning of proactive roadway maintenance and the development of rehabilitation projects. In Fiscal Year 2025, a pavement analysis will be conducted in the City's Southeast sector, covering approximately 86 miles of roadway.

Legal Review:
N/A

Supporting Documents:
1. RAS Proposal 11-15-24
2. Road Maintenance - Quarters by Miles
3. 2022-063-Board-Resolution-Signed NCTCOG
4. Pavement Analysis Services

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.

November 15, 2024

Andrew Figueroa
Public Works Director
City of Celina
142 N Ohio St.
Celina, TX 75009

Reference: RAS Pavement Management Services Proposal

Dear Mr. Figueroa,



Roadway Asset Services, LLC (RAS) is pleased to discuss the potential pavement and asset management needs for the City of Celina. RAS is headquartered in Austin, Texas and has worked with several local municipalities including Frisco, Lewisville, Denton, North Richland Hills, Grapevine, Rowlett, Garland, Rockwall, Ennis, and Levelland. Our team is a full-service pavement and asset management consultant that collects pavement performance data using laser based automated technologies and analyzes the data using sound financial optimization modeling. In addition, our services include the configuration of many available 3rd party pavement management programs such as **BOSS™**, PAVER, Cartegraph, Streetlogix, Brightly, DOT, Agile Assets, VUEWorks, Lucity, and many others. **In the last 5 years, RAS executive team members have managed over 100,000 miles of pavement condition and asset inventory data.**

This proposal will focus on RAS performing pavement condition surveys on approximately 86 lane miles. The condition data will be provided using BOSS, and a presentation for the city council will be included. The RAS team will present the findings to the City Council, featuring data, charts, and a comprehensive final report to effectively showcase the results of the pavement condition survey.

RAS is an approved vendor through the NCTCOG-TXShare purchasing cooperative for Pavement Analysis services. We look forward to building a long-term relationship with the City of Celina. Our team is prepared to deliver a scope of work that is tailored to the needs and goals of the City Stakeholders. Please do not hesitate to reach out with any questions or comments regarding these services.

Sincerely,

Bart Williamson, FCLS
Chief Executive Officer

Firm Overview

Roadway Asset Services, LLC (RAS) is a Texas Engineering Firm (License #: F-22104) headquartered in Austin, Texas. RAS team members have managed automated data collection, performed QA/QC, developed pavement management plans, supplied GIS based deliverables, and provided imports and modeling for cities across the United States. RAS offers comprehensive experience and subject matter expertise in the fields of engineering, surveying, asset management, transportation planning, and GIS.

With **Deep Texas Roots**, RAS is excited to present a strong team with first-hand experience in the complexities of pavement and asset management, processing, analysis, etc., as well as the in-depth knowledge of the technology and methodology needed to complete the work. In addition to data collection, we have a comprehensive understanding of the decentralized asset maintenance process and the need for clear and consistent communication with Stakeholders throughout this project.



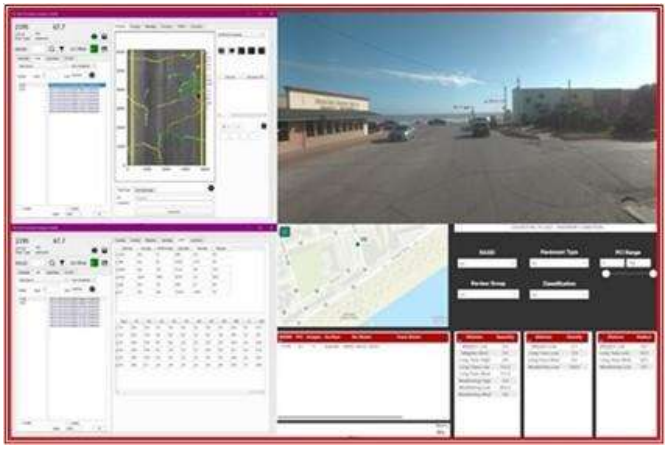
The RAS leadership team consists of seasoned **pavement management professionals who bring over 100 years** of database integration and pavement condition survey management. **Our team will provide prompt and relevant services as demonstrated by RAS leadership's direct involvement in each project the Firm undertakes**. Throughout their careers, the RAS leadership team has been involved in pavement condition and ROW asset surveys for similar projects including:

- Harris County, TX
- San Antonio, TX
- Austin, TX
- Bellaire, TX
- Seguin, TX
- Denton, TX
- Frisco, TX
- Galveston, TX
- Friendswood, TX
- Corpus Christi, TX
- Central Texas RMA, TX
- Arlington, TX
- Bexar County, TX
- Pearland, TX
- Fort Worth, TX
- New Braunfels, TX
- Plano, TX
- Amarillo, TX

Pavement Condition Surveys and ASTM D6433 Data

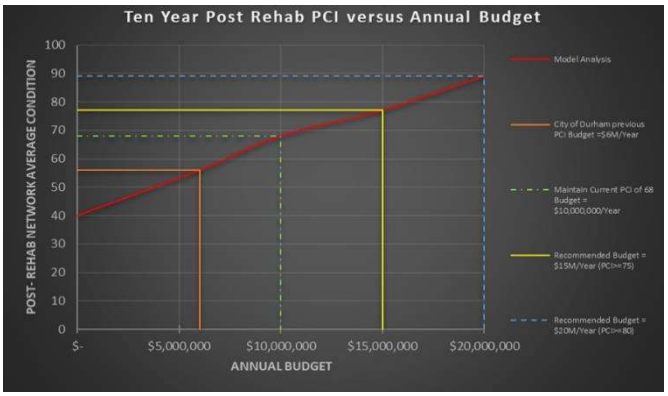


RAS has invested in the most sophisticated fleet of roadway asset collection (RAC) vehicles and pavement analysis tools for automated data collection that provides a **100% linear assessment** of the roads driven. This methodology removes the subjectivity of rating small sample areas of the road segment. Unlike many of our competitors, RAS performs pavement condition ratings at 2,500 sq.ft. inspection samples, allowing for multiple inspection per pavement segment. Furthermore, RAS' RAC vehicles have **received independent inertial profiler certification for accuracy and repeatability from the Texas A&M Transportation Institute (TTI).**



After data is collected in the field and uploaded to the office environment, it is imported using the RAS AI pavement rating tool **Road TRIP™ (Technical Rating Intelligence Program)**. The import process creates mappings to the data so that users do not need to keep track of where the data is stored on central data server(s). At this stage, the major data processing tasks also occur, such as generation of right-of-way and pavement image streams; calculation of profile, roughness, rutting, detection of cracks, lane-markings, man-made objects, and other distresses. The detected cracks are overlaid on the pavement images and offset to assist with the verification of the detected cracks. During reporting, the distress cracks are defined by road zone and accumulated according to the units defined in the client specification. The severity levels are identified based on the defined limits (ASTM D6433) and verified for resolution through visual quality control checks of image files.

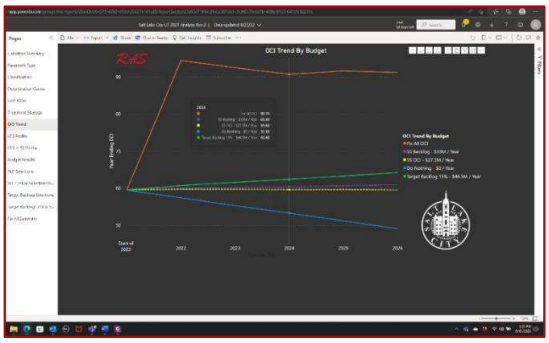
Budget Optimization Street Selector (BOSS™)



For agencies that do not yet have a pavement management program developed or do not desire to do so, RAS has developed a pavement management program called **BOSS™ (Budget Optimization Street Selector)** that is utilized for customized deterioration curves which results in a prioritized multi-year rehabilitation plan that is financially optimized and ready to be presented to City administrators or elected officials. The benefit of the **RAS BOSS™ Analysis** is that there is no software to install, purchase, or maintain. The results of the analysis are delivered to the City in a **Power BI Dashboard** and bound in a final report to City Staff.

Pavement Analysis and Multi-Year Plan Optimization

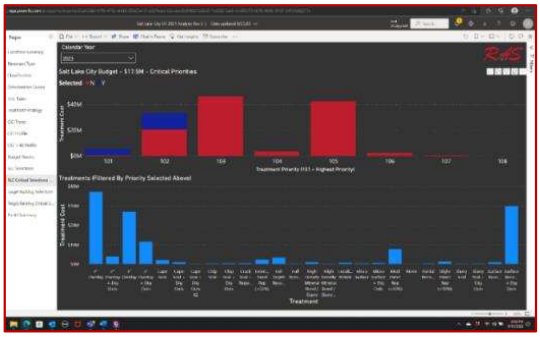
RAS can assist the City with both inventory and condition assessment to enhance the level of service for its business units. RAS can also assist the City with determining the right treatment (prescription) at the right time. The RAS team has vast experience in capital planning (decision trees) of these inventoried assets as they are strategically programmed for replacement, refurbishment, or general maintenance.



RAS will utilize its Budget Optimization Street Selector **(BOSS™)** tool to adopt the City's segment level GIS centerline, run budgetary models, financially optimize the multi-year plan using sound "cost of deferral" constraints, and produce a final maintenance and rehabilitation plan for the City's review. **BOSS™** is a cloud-based application with powerful pavement management algorithms behind it that export the results of the pavement analysis to a user friendly interface such as Microsoft PowerBI or even a simple Excel spreadsheet if desired. All of the results are integrated with the City's existing GIS and supplied to the City as a Personal/File Geodatabase for consumption and storage.

The RAS analysis involves the following sequences and client engagements during the process:

- **Maintenance & Rehabilitation Setup** – to ensure the results of the budget model runs meet the City's expectations, RAS will discuss the current Maintenance and Rehabilitation plan within the pavement analysis setup. This activity will include a review of Min/Max PCI, Breakpoint PCI, decision trees for treatments, real-world impact to PCI, and reset PCI scores.
- **Deterioration Curves** – forecasting pavement conditions requires a detailed set of pavement deterioration curves for each roadway traffic classification and pavement material type, as designated by the pavement management system.
- **Project development** – the **BOSS™** analysis includes stitching segments (block) together to form a project, also known as a "management section". RAS will work with City Staff to review the initial model results and begin "stitching" segments together to form logical projects that best meet the needs of the City. The benefit of utilizing management sections is that the RAS analysis runs the budgetary scenario at the project level, producing real-world rehabilitation plans that are ready for review, modification, or action.
- **Financial Optimization & Prioritization** – RAS' **BOSS™** analysis uses sound engineering and economic logic to prioritize which street candidates are selected throughout the multi-year plan. While most pavement management programs will prioritize by roadway traffic and condition, a **BOSS™** analysis takes it a step further and introduces financial optimization into candidate selection through the use of a "Need Year" analysis that identifies each segment's cost of deferral. Understanding the "Cost of Segment Deferral" allows the analysis to maximize the City's limited funding.



Budgetary Modeling

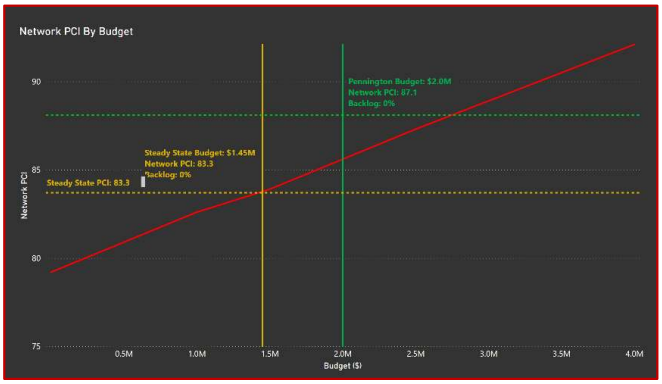
RAS will work with the City to establish the maintenance and rehabilitation activities, PCI trigger points, costs, reset PCI values, completed rehabilitation work since the survey, planned work, existing budgets, pavement deterioration curve development/assignment, and inflation priorities. RAS will assist City Staff with determining the right treatment at the right time by reviewing the City's existing maintenance and rehabilitation strategies and recommending others that may be a good fit. The scope will include developing up to 8 multi-year pavement management scenarios using different philosophies, budget levels, and distributions. While RAS will define the scenarios to be run with City staff, at a minimum the following questions should be answered with the scenarios:

- **What is the resultant network PCI at my current funding level?**
- **What budget is required to maintain my existing network PCI?**
- **What budget is required to achieve a desired network PCI?**
- **What budget is required to control the growth in backlog?**

RAS will also consult with City staff to develop models utilizing different types of rehabilitation strategies (worst first, best first, most economic, need year, etc.). RAS understands that getting buy-in from City Administrators and Elected Officials means developing a long-range rehabilitation plan that considers local priorities. The RAS team will ensure that already approved rehabilitation work is programmed into the budgetary models for selection during the run. In addition, RAS will consult with City staff to identify the total cost (mill, overlay, traffic control, striping, etc.) of each rehabilitation method.

Final Pavement Report

RAS will provide the City with a Final Pavement Report including study objectives, methodology utilized, project summary, analysis of current pavement management practices, rehabilitation plans, and multi-year budget scenarios. In addition, the City will receive statistical charts, graphs, and area maps illustrating all PCI results, street segment lengths, pavement type, the overall City road quality, and findings from the pavement evaluation.



City Council Presentations

The RAS team will provide a public presentation to the City Council, including data, charts, and all final summary report data to showcase the results of the pavement condition survey. Project Manager, Jeff Booth, and the entire RAS management team have extensive experience preparing and presenting results of pavement and asset conditions assessments, as well as pavement budget scenarios and maintenance



plans to Councils and Commissions as final reports. This is a standard scope that we provide to all our asset management clients. The RAS leadership team has worked with County Commissions or City Councils with several agencies including **Durham, NC; Pitkin County, CO; Corpus Christi, TX; San Antonio, TX; Galveston, TX; Indianapolis, IN; and Laredo, TX to name a few.**

Optional BOSS™ 12-Month Support Subscription (Monthly, Quarterly, or Semi-annually)

As a dedicated pavement and asset management consultant, RAS is committed to the long-term success and improvement of the City's roadways. As such, RAS can provide on-call pavement and pavement analysis support related specifically to ***BOSS™***. Support activities can include the common tasks identified in the adjacent table or even ad-hoc requests such as running a new scenario requested by City Administration. The 12-month support subscription is meant to be flexible and provide the City with immediate access to consulting services that are dedicated to the use of the ***BOSS™*** pavement management expertise. Hours can be used for additional training or even the assignment of tasks to the RAS support team such as programming completed work on a monthly basis, assigning tasks (planned work), modifying supersegments when projects do not match their existing geometry, running ad-hoc budgetary scenarios, refreshing PCI, or even simply consulting on best practices related to the use of pavement preservation techniques and pavement design.

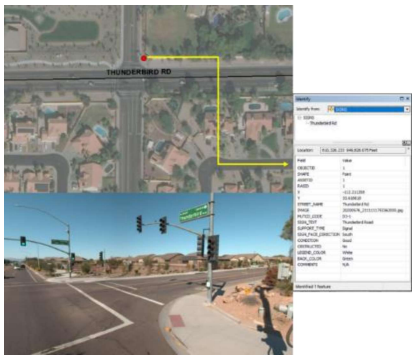
The subscription level corresponds with the level of service updates required by each agency and is listed as **BRONZE**, **SILVER**, **GOLD, PLATINUM,** or **TITANIUM**. These services are entirely optional and not a requirement. They are meant to support an agency's annual analysis update requirements if they lack the internal resources or time to complete them internally.

BOSS™ Pavement Management Subscription Support Services	Bronze - Up to 40 Hours	Silver - Up to 80 Hours	Gold - Up to 120 Hours	Platinum - Up to 160 Hours	Titanium - Up to 200 Hours
Age Condition Data Review	●	●	●	●	●
Completed Work Update	●	●	●	●	●
Planned Work Update	●	●	●	●	●
Update Unit Rates	●	●	●	●	●
Refresh Budgets	●	●	●	●	●
Update Analysis Maps	●	●	●	●	●
GIS Syncronization	●	●	●	●	●
Modify Deterioration Curves		●	●	●	●
Modify Treatment Strategies		●	●	●	●
Update Written Report and Power Bi		●	●	●	●
Modify Super Segments			●	●	●
On-Call Pavement Module Support			●	●	●
Council Presentation Assistance			●	●	●
On-Call Professional Services Support				●	●
Adding Street Segment GIS Inventory				●	●
GIS Assistance with Linework					●
Review Life Cycle Cost for Pavement Design					●
Review Pavement Design Standards					●

Optional ROW Asset Inventory and Condition Assessment

RAS can conduct a ROW asset inventory while data is collected for the pavement condition survey. **The images will be collected as a 360-degree right-of-way panorama, including forward, rearward, and downward pavement viewing images.** All 5-views of Ladybug imagery can be processed in 20-foot intervals along with the downward LCMS for right-of-way asset extraction activities. The imagery can be delivered in .jpeg format, on a hard drive, or associated with a File Geodatabase. RAS can inventory and extract attributes on nearly any asset that can be identified in the images. Common roadside features for capture include traffic signs, pavement markings/striping, curb and gutter, traffic calming devices, traffic signals, streetlights, fire hydrants, bus stop shelters, medians, and many others.

RAS will use the HD images and post-process data using RAS software to collect attributes for each asset type captured. For example, **Traffic signs/supports**, which are listed as a point feature, are commonly captured with the following attributes (the final list of attributes will be determined with input from the City staff): AssetID, X,Y location, sign type (MUTCD code), sign text, photo image link, physical condition rating (good, fair, poor), location, support structure type, sign direction, and comments.



Cost Proposal

Below you will find a summary of the fees associated with the services discussed during our meeting and in this proposal for the City's pavement management needs.

Dual Pass Testing and GOLD Level of BOSS™ Service

This scenario includes RAS performing pavement condition surveys on approximately 172 survey miles, accounting for two-pass testing on all roadways. In addition, RAS will perform a financially optimized pavement analysis that includes full customization of the BOSS™ pavement management system with the delivery of a final report and PowerBI portal hosted by RAS for 1-year.

Proposed TXShare-NCTCOG Fee:

$76,036.00

RFP 2022-063 Pavement Analysis and Related Services

Attachment A (per Exhibit D) - Pricing Proposal Form

Proposed prices shall include all field inspectors, vehicles, tools, equipment, traffic control, contractor maintenance, and customer service support necessary to provide the desired services. Respondents must not include mobilization fees in their pricing and may not include them in any contract(s) that result from this RFP.

If a respondent elects to submit a percentage discount off their catalog pricing for any or all of their services, the corresponding price for each numbered activity listed in Attachment A must account for the proposed discount listed in Exhibit C. If you are not proposing a percentage-discount, please use your established list price for each for each numbered pavement analysis and related services activity.
[Example: If your catalog price is $100 per unit, and you indicate a 5% discount from catalog pricing in Exhibit C, your pricing form in Attachment A should reflect a unit price of $95.
Conversely, if your catalog price is $100 per unit, and you indicate a 0% discount or N/A in Exhibit C, your pricing form in Attachment A should reflect a unit price of $100.]

Service Category #1: Pavement Data Collection

			Provide Price Per Tiered Group				A	B	C=AxB
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
1	Automatically and continuously measure pavement cracking, texture, rutting and geometrics. Equipment used for rut measurement shall be capable of measuring both wheel track ruts simultaneously.	Lane Mile [1]		$147	$121	$97	172	$97.00	**$16,684.00**
2	Collect pavement surface distress and structural condition information through automated means for all Participant-owned roadways.	Lane Mile [1]		$1	$1	$1	172	$1.00	**$172.00**
3	Provide a customized digital condition rating system to collect user defined severity/extent based pavement distresses and pertinent roadway attributes to accommodate a standardized approach to collecting data	Lump Sum	$2,500				1	$2,500.00	**$2,500.00**
4	Collect dual-wheel path roughness data to International Roughness Index standards.	Lane Mile [1]		$1	$1	$1	172	$1.00	**$172.00**
5	Collect pavement performance information that includes rutting using a minimum of seven (7) sensors (include pricing for nine (9) sensors as well), fatigue cracking, transverse cracking using a minimum of four (4) sensors, and longitudinal cracking	Lane Mile [1]		$1	$1	$1	172	$1.00	**$172.00**
6	Perform friction testing	Lane Mile [1]		$200	$200	$200			**$0.00**
7	Measure lane striping reflectivity quality	Lane Mile [1]		$70	$65	$60			**$0.00**

Service Category #2: Asset Inventory

			Provide Price Per Tiered Group				A	B	C=AxB
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
8	Collect sidewalk data to include location, length, width, location in relation to curb and if greenspaces exist between curb and sidewalk, and sidewalk condition to create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile [1]		$50	$45	$40		$40.00	**$0.00**
9	Collect sidewalk Barrier Free Ramp data to include location, configuration, presence of truncated domes or other detectable warning feature, and condition and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable	Lane Mile 1	$50					$50.00	**$0.00**
10	Collect roadway sign data to include type and location and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	$75					$75.00	**$0.00**
11	Collect photos of Barrier Free Ramps, sidewalks, curb condition, drive approach, and/or roadway signs inventoried under items 8, 9, and 10 above.	Lane Mile 1	$1					$1.00	**$0.00**
12	Collect location of curb and gutter and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Linear Feet	$0.02					$0.02	**$0.00**
13	Collect location and type of visible in-pavement features such as valves, manhole covers, etc. and create shape (.shp) files for incorporation into the Participant's GIS system, if applicable.	Lane Mile 1	$40					$40.00	**$0.00**
14	Collect locations of trees, including height and spread	Lane Mile 1	$85					$85.00	**$0.00**
15	Collect bike lane locations, including width, length, and associated signage and striping.	Linear Feet	$0.02					$0.02	**$0.00**
16	Utilize Ground Penetrating Radar for relocating utilities (for maintenance plans).	Linear Feet	$2.35					$2.35	**$0.00**
17	Collect data on location and surface condition of bridge approaches	Each	$10.00					$10.00	**$0.00**
18	Collect information on bridge deck condition	Each	$5.00					$5.00	**$0.00**
19	Perform Parking Lot Pavement Condition Assessment (Thru-Travel Lanes) w/ Inventory, Attribute, & Geodatabase Development	Square Yard	$0.15					$0.15	**$0.00**
20 (a-v) below:	Right of Way Assets Database Development (GPS & Camera Configuration):	**All Task 20 Asset Inventories to be priced per lane mile without an existing inventory**							
20a	Sign & Support Database Development	Each	$3.00					$3.00	**$0.00**
20b	Markings & Striping Database Development	Each	$4.00					$4.00	**$0.00**
20c	Traffic Signals/ Flashers and Controllers Database Development	Each	$2.50					$2.50	**$0.00**
20d	Street Lights Database Development	Each	$2.25					$2.25	**$0.00**
20e	Drop Inlets Database Development	Each	$2.25					$2.25	**$0.00**
20f	Drivepads Database Development	Each	$2.25					$2.25	**$0.00**
20g	Bridges Database Development	Each	$4.00					$4.00	**$0.00**
20h	Speed Humps Database Development	Each	$2.50					$2.50	**$0.00**
20i	Street Furniture Database Development	Each	$2.75					$2.75	**$0.00**
20j	Cattle Guards Database Development	Each	$2.50					$2.50	**$0.00**
20k	Guardrails & Roadside Pedestrian Fence Database Development	Each	$4.00					$4.00	**$0.00**
20l	Culverts and Ditches Database Development	Each	$2.75					$2.75	**$0.00**
20m	Cabinets Database Development	Each	$4.00					$4.00	**$0.00**
20n	Utility Poles Database Development	Each	$2.25					$2.25	**$0.00**
20o	Fire Hydrant Database Development	Each	$2.25					$2.25	**$0.00**
20p	Medians Database Development	Each	$4.00					$4.00	**$0.00**
20q	Valves Database Development	Each	$2.25					$2.25	**$0.00**

20r	Manhole Covers Database Development	Each	$2.25					$2.25	**$0.00**
20s	Trees Database Development	Each	$3.50					$3.50	**$0.00**
20t	Catch Basins/ Drainage Inlets from Master Drainage Plan Database Development	Each	$2.50					$2.50	**$0.00**
20u	Sidewalk Database Development	Each	$3.00					$3.00	**$0.00**
20v	Curb & Gutter Database Development	Each	$3.00					$3.00	**$0.00**
Service Category #3: Pavement Management Analysis									
			Provide Price Per Tiered Group				**A**	**B**	**C=AxB**
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
21	Calculate the International Roughness Index (IRI)for each road segment in accordance with ASTM E1926. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile [1]		$1	$1	$1	172	$1.00	**$172.00**
22	Calculate a Pavement Condition Index (PCI) score for each road segment using an approved pavement management system and in accordance with ASTM D6433 or ASTM E3303. Provide results compatible with the Participant's GIS database, if applicable.	Lane Mile [1]		$29	$29	$29	172	$29.00	**$4,988.00**
23	With input from Participant's staff, devise a weighing system taking into account PCI, IRI, average daily traffic for thoroughfares (traffic count raw data provided by Participant), public safety emergency routes, and apply this 0-100 numeric index to the roadway information collected for the entire jurisdiction. Provide results compatible with the Participant's GIS database, if applicable. **Cost includes base cost plus lane mile unit cost.**	Lane Mile [1]	$7,500	$0	$1	$2	172	$0.00	**$7,500.00**
24	Estimate the annual budget required to meet the long-term goals regarding desired pavement condition levels. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$5,000	$1	$1	$2	172	$1.00	**$5,172.00**
25	Create a five year and ten year pavement rehabilitation plan with input from Participant's staff. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$2,500	$0	$1	$2	172	$0.00	**$2,500.00**
26	Recommend the computer hardware and software needed for successful implementation, potentially including recommendations for licenses of pavement management system software and other geodatabase software as needed.	Each Participant	$1,500						**$0.00**
27	Train Participant staff and provide assistance to the Public Works and IT Department as needed for the use of data collected through the fully automated system. **(20 person maximum per class)** (Participation in Field Pilot)	Day	$3,000				1	$3,000.00	**$3,000.00**
Service Category #4: Electronic Products									
			Provide Price Per Tiered Group				**A**	**B**	**C=AxB**
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
28	Roadway information that shall be collected and provided to the Participant at a minimum includes items a. through i. in Exhibit B	Lane Mile [1]		$12	$10	$8	172	$12.00	**$2,064.00**
29	Collect digital images at 25-foot intervals of the road surface condition and link to a geodatabase (minimum forward facing imagery).	Lane Mile [1]		$13	$10	$8	172	$13.00	**$2,236.00**
30	Load assessment data for all Participant-maintained pavements into a pavement management system required by local government Participant(s), if applicable. (Example: MicroPaver). The assessment data shall include visual observations, photographs and measurements collected by instrumentation. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$5,000	$1	$5	$7	172	$1.00	**$5,172.00**
31	Implement map module so that pavement condition and other data can be integrated, displayed, and accessed through the map interface in a format consistent with the Participant's horizontal and vertical control network system, if applicable. **Cost includes base cost plus lane mile unit cost. (RAS QC Validation Tool)**	Each Participant	$7,000	$1	$5	$10	172	$1.00	**$7,172.00**
32	Provide to the Participant the pavement condition data in a pavement management system database approved by Participant. Coordinate with the Participant's IT department to provide pavement condition data in a format compatible with the Participant's Environmental Systems Research Institute (ESRI) GIS database, if applicable. **Cost includes base cost plus lane mile unit cost.**	Each Participant	$2,500	$5	$7	$7	172	$5.00	**$3,360.00**
33	Provide asset management tools or systems (not just collection) (i.e., 15-year plan about how to fix or repair assets). **Cost includes base cost plus lane mile unit cost.**	Each Participant	$7,500	$5	$10	$12			**$0.00**
Service Category #5: Pavement Structural Analysis									
			Provide Price Per Tiered Group				**A**	**B**	**C=AxB**
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
34	Collect and analyze pavement structural condition information through the use of a falling weight deflectometer in accordance with industry standards on designated participant-owned roadways.	**							**$0.00**
35	Collect and analyze pavement structural condition information through the use of Ground Penetrating Radar (GPR) in accordance with industry standards on designated participant-owned roadways.	**							**$0.00**
36	Collect and analyze pavement structural condition information through the use of pavement cores in accordance with industry standards on designated participant-owned roadways (traffic control included)[2]	**							**$0.00**
Service Category #6: GIS Related Services									
			Provide Price Per Tiered Group				**A**	**B**	**C=AxB**
Activity #	**Activity Description**	**Unit**	**Unit Base Cost ($)**	**Unit Cost ($) 0-200 Lane Miles**	**Unit Cost ($) 201-700 Lane Miles**	**Unit Cost ($) 700+ Lane Miles**	**Total Units**	**Agreed Upon Cost ($)/Unit**	**Total Agreed Upon Cost ($)**
37	GIS Clean-Up Services	Each Participant	$4,500						**$0.00**
38	GIS Support Services	Each Participant	$4,500						**$0.00**
39	GIS Remote Training Sessions from GIS Manager/ Expert (2-Hour Sessions)	Each Participant	$500						**$0.00**

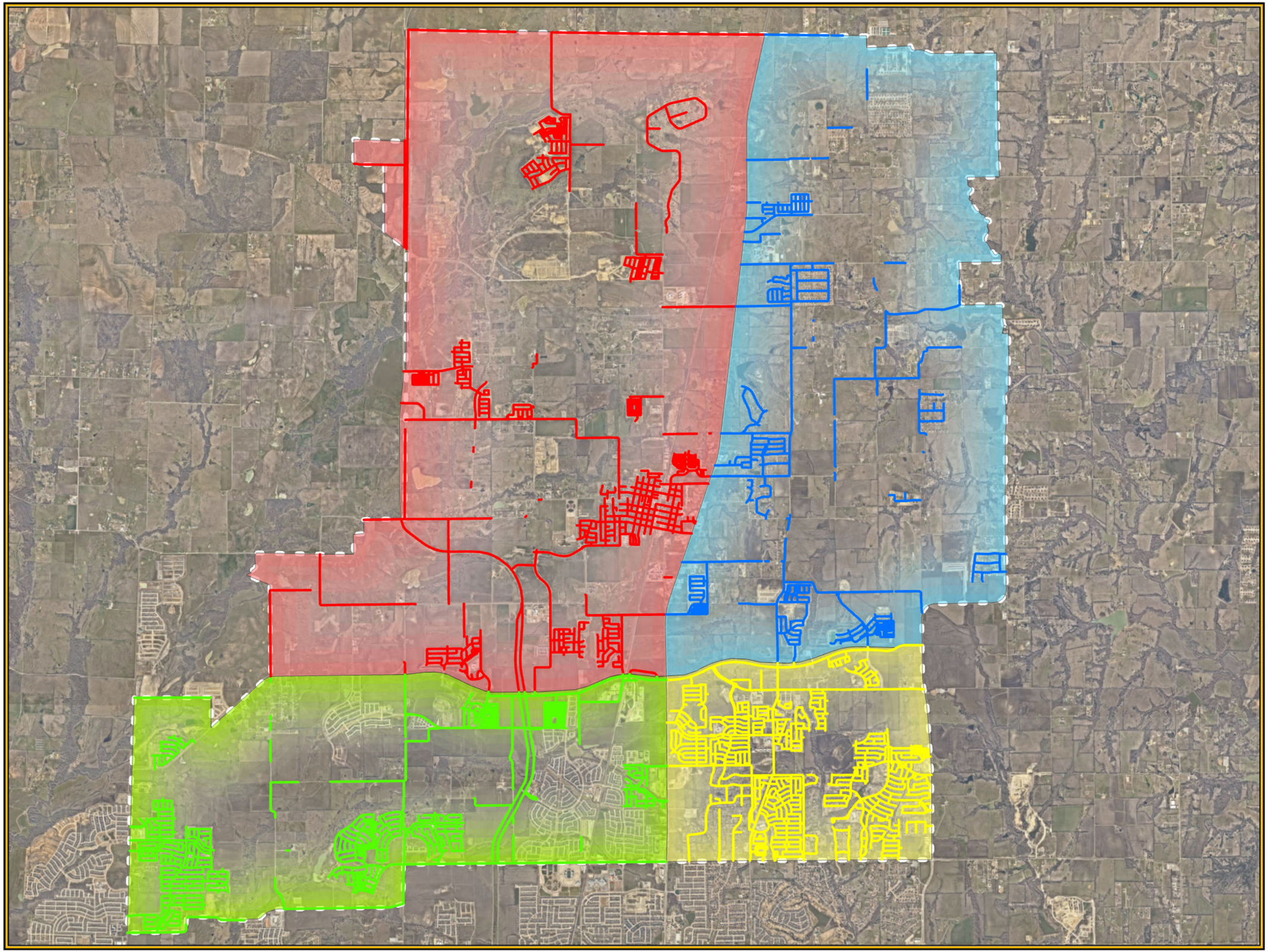
Service Category #7: Value Added Services									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity #	Activity Description	Unit	Unit Base Cost ($)	Unit Cost ($) 0-200 Lane Miles	Unit Cost ($) 201-700 Lane Miles	Unit Cost ($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
40	Full Written Final Report- Firm shall prepare and submit a written project report summarizing the work performed, dates of collection, methodology, and results.	Each Participant	$10,000				1	$10,000.00	**$10,000.00**
41	Project Presentation- Firm shall prepare and present a written project report summarizing the work performed, dates of collection, methodology, and results to the Participant's legislative body.	Each Participant	$3,000				1	$3,000.00	**$3,000.00**
42	Provide Curb Ramp and ADA/Barrier Free Ramp Compliance Survey	Each Participant	$5,000						**$0.00**
43a	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. **Cost includes base cost plus lane mile unit cost.** a.[2]Photogrammetry	Lane Mile [1]	$6,500.00	$123	$105	$95			**$0.00**
43b	Stand-alone field operation for collection of asset inventory only, with different levels of position accuracy and abilities to use data for attribute registration and conditions. **Cost includes base cost plus lane mile unit cost.** b.[2]Mobile Lidar	Lane Mile [1]	$4,000	$173	$160	$147			**$0.00**
44	Generic asset types, allowing for any item within line of sight of the collection vehicle. Asset types include items a. through d. in Exhibit B. **Cost includes base cost plus lane mile unit cost.**	Lane Mile [1]	$4,500	$130	$115	$100			**$0.00**
45	Provide consultancy services (Hourly Rates)	Hour	$150						**$0.00**
						TOTAL			**$76,036.00**

[1] Lane mile is to be defined as a mile traveled as

1. **A single pass on alleyways**
2. **A centered single pass on residential streets**
3. **Includes the outside lane in each direction for collectors and arterials (2 total).**

[2]Spacing for pavement cores to be negotiated with each participant.

**** The awarded Contractor(s) shall provide all necessary field inspectors, vehicles, tools, equipment, traffic control and other services required to perform this work. No engineering services are available under this contact. Any activities that Participant and/or Contractor deem to require the service(s) of an engineer must be procured separately and are the sole responsibility of that party."**



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend
- NW Quadrant - 94.5 Miles
- NE Quadrant - 53.3 Miles
- SW Quadrant - 87.4 Miles
- SE Quadrant - 86 Miles

N
W E
S

0 4,000 8,000 Feet

3/5/2024

Exhibit: 2023-04-07-AA

RESOLUTION AUTHORIZING CONTRACTS FOR PAVEMENT ANALYSIS SERVICES

WHEREAS, the North Central Texas Council of Governments (NCTCOG) is a Texas political subdivision and non-profit corporation organized and operating under Texas Local Government Code Chapter 391 as the regional planning commission for the 16-county North Central Texas region; and,

WHEREAS, NCTCOG is a voluntary association of, by and for local governments established to assist in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development; and,

WHEREAS, Request for Proposals (RFP) #2022-063 for Pavement Analysis Services was advertised and proposals received on February 24, 2023; and,

WHEREAS, proposals were evaluated by a committee comprised of Public Works Council Members and NCTCOG staff; and,

WHEREAS, following evaluation, it is recommended that contracts be awarded to Applied Research Associates Inc., Data Transfer Solutions, Fugro Consultants, Inc., IMS Infrastructure Management Services, and Roadway Asset Services for Pavement Analysis and Related Services; and,

WHEREAS, the contracts will be available for use by members of NCTCOG's TXShare Cooperative Purchasing Program; and,

WHEREAS, NCTCOG has complied with federal and State regulations regarding contract and procurement proceedings for this Procurement #2022-063.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1. Contracts between NCTCOG and Applied Research Associates Inc., Data Transfer Solutions, Fugro Consultants, Inc., IMS Infrastructure Management Services, and Roadway Asset Services for pavement analysis and relates services, for maximum six (6) year terms, be and are hereby approved.

Section 2. The Executive Director or designee is authorized to execute necessary agreements to carry out this program, including agreements with member governments and other entities wishing to participate in NCTCOG's Cooperative Purchasing Program, in the name of the North Central Texas Council of Governments.

Section 3. This resolution shall be in effect immediately upon its adoption.

Andrew Piel, President
North Central Texas Council of Governments
Councilmember, City of Arlington

I hereby certify that this Resolution was adopted by the Executive Board of the North Central Texas Council of Governments on April 27, 2023.

Chris Hill, Secretary/Treasurer
North Central Texas Council of Governments
County Judge, Collin County

Pavement Analysis Services

Andrew Figueroa

December 10, 2024



AGENDA OVERVIEW

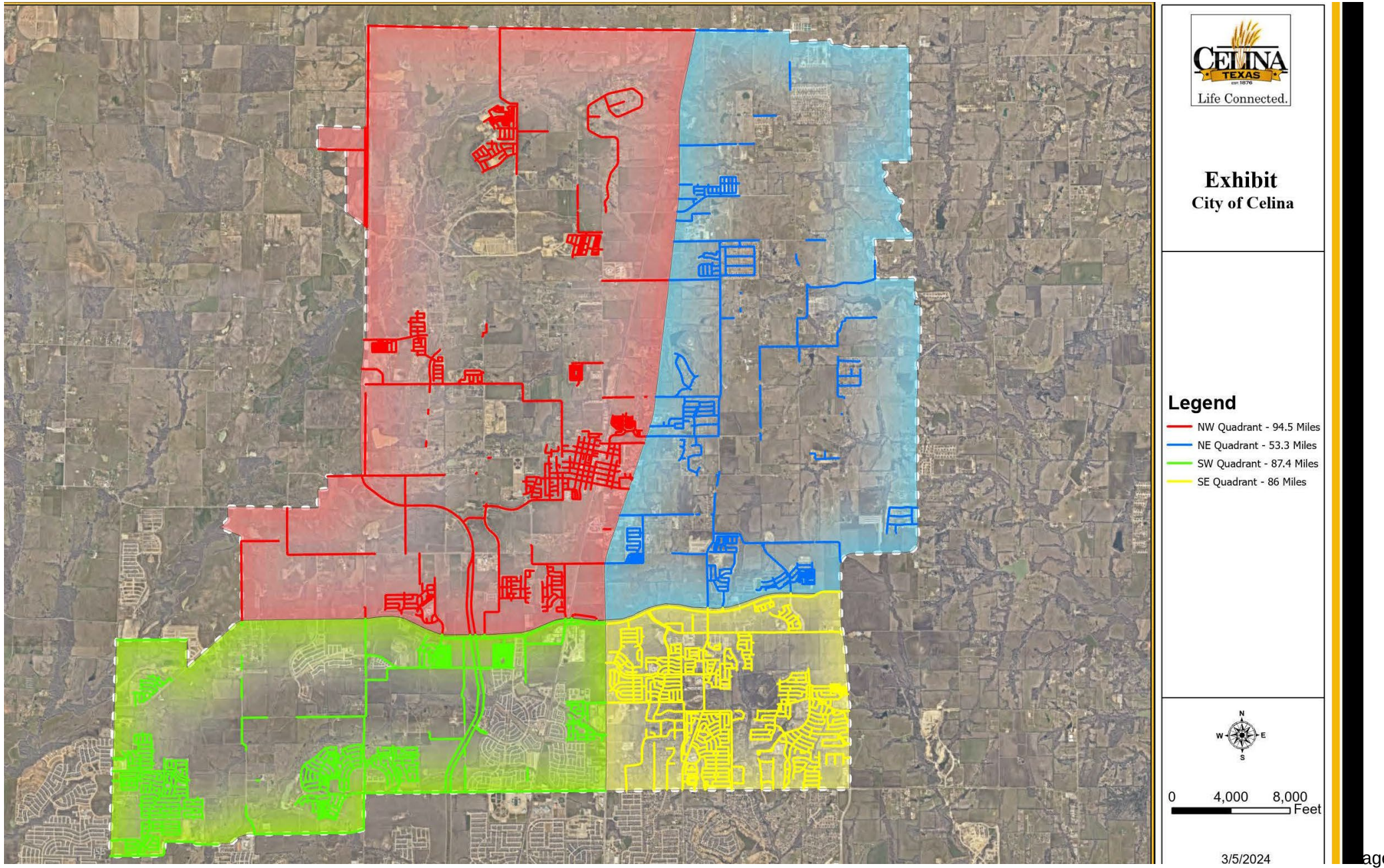
- A pavement analysis will be conducted in the Southeast sector of the City, covering approximately 86 miles of roadway. This upcoming analysis represents the first reevaluation of 25 percent of our roadways, in line with the City's pavement management strategy.

- Staff requests authorization to procure Pavement Analysis Services, specifically a Pavement Condition Index (PCI), through the following cooperative agreement.

  · Cooperative Agency: North Texas Share
  · Cooperative Contract #: 2022-063

- 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 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.


CELINA
TEXAS
Life Connected.
Exhibit
City of Celina
Legend
NW Quadrant - 94.5 Miles
NE Quadrant - 53.3 Miles
SW Quadrant - 87.4 Miles
SE Quadrant - 86 Miles
N
W
E
S
0
4,000
8,000
Feet
3/5/2024

RFP 2022-063 Pavement Analysis and Related Services

Attachment A (per Exhibit D) - Pricing Proposal Form

Proposed prices shall include all field inspectors, vehicles, tools, equipment, traffic control, contractor maintenance, and customer service support necessary to provide the desired services.Respondents must not include mobilization fees in their pricing and may not include them in any contract(s) that result from this RFP. If a respondent elects to submit a percentage discount off their catalog pricing for any or all of their services, the corresponding price for each numbered activity listed in Attachment A must account for the proposed discount listed in Exhibit C. If you are not proposing a percentage-discount, please use your established list price for each for each numbered pavement analysis and related services activity.

[Example: If your catalog price is $100 per unit, and you indicate a 5% discount from catalog pricing in Exhibit C, your pricing form in Attachment A should reflect a unit price of $95.

Conversely, if your catalog price is $100 per unit, and you indicate a 0% discount or N/A in Exhibit C, your pricing form in Attachment A should reflect a unit price of $100.]

Service Category #1: Pavement Data Collection									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost($)
	Automatically and continuously measure pavement	LaneMile[1]		$147	$121	$97	172	$97.00	$16,684.00
	Collect pavement surface distress and structural	LaneMile[1]		$1	$1	$1	172	$1.00	$172.00
	Provide a customized digital condition rating system to	Lump Sum	$2,500					$2,500.00	$2,500.00
	Collect dual-wheel path roughness data to International	LaneMile[1]		$1	$1	$1	172	$1.00	$172.00
	Collect pavement performance information that includes	LaneMile[1]		$1	$1	$1	172	$1.00	$172.00
	Perform friction testing	LaneMile[1]		$200	$200	$200			$0.00
	Measure lane striping reflectivity quality	LaneMile[1]		$70	$65	$60			$0.00
Service Category #2: Asset Inventory									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost($)
8	Collect sidewalk data to include location, length, width,	LaneMile[1]		$50	$45	$40		$40.00	$0.00
9	Collect sidewalk Barrier Free Ramp data to include	LaneMile[1]	$50					$50.00	$0.00
10	Collect roadway sign data to include type and location	LaneMile[1]	$75					$75.OO	$0.00
11	Collect photos of Barrier Free Ramps, sidewalks, curb	LaneMile[1]	$1					$1.00	$0.00
12	Collect location of curb and gutter and create shape	Linear Feet	$0.02					$0.02	$0.00
13	Collect location and type of visible in-pavement features	LaneMile[1]	$40					$40.00	$0.00
14	Collect locations of trees, including height and spread	LaneMile[1]	$85					$85.OO	$0.00
15	Collect bike lane locations, including width, length, and	Linear Feet	$0.02					$0.02	$0.00
16	Utilize Ground Penetrating Radar for relocating utilities	Linear Feet	$2.35					$2.35	$0.00
17	Collect data on location and surface condition of bridge	Each	$10.00					$10.00	$0.00
18	Collect information on bridge deck condition	Each	$5.00					$5.00	$0.00
19	Perform Parking Lot Pavement Condition Assessment	Square Yard	$0.15					$0.15	$0.00

20 (a-v) below:	Right of Way Assets Database Development (GPS & Camera Configuration):	All Task 20 Asset Inventories to be priced per lane mile without an existing inventory							
20a	Sign & Support Database Development	Each	$3.00					$3.00	$0.00
20b	Markings & Striping Database Development	Each	$4.00					$4.00	$0.00
20c	Traffic Signals/ Flashers and Controllers Database	Each	$2.5O					$2.50	$0.00
20d	Street Lights Database Development	Each	$2.25					$2.25	$0.00
20e	Drop Inlets Database Development	Each	$2.25					$2.25	$0.00
201	Drivepads Database Development	Each	$2.25					$2.25	$0.00
20g	Bridges Database Development	Each	$4.00					$4.00	$0.00
20h	Speed Humps Database Development	Each	$2.50					$2.50	$0.00
20i	Street Furniture Database Development	Each	$2.75					$2.75	$0.00
20j	Cattle Guards Database Development	Each	$2.50					$2.50	$0.00
20k	Guardrails & Roadside Pedestrian Fence Database	Each	$4.00					$4.00	$0.00
201	Culverts and Ditches Database Development	Each	$2.75					$2.75	$0.00
20m	Cabinets Database Development	Each	$4.00					$4.00	$0.00
20n	Utility Poles Database Development	Each	$2.25					$2.25	$0.00
200	Fire Hydrant Database Development	Each	$2.25					$2.25	$0.00
20p	Medians Database Development	Each	$4.00					$4.00	$0.00
20q	Valves Database Development	Each	$2.25					$2.25	$0.00
20r	Manhole Covers Database Development	Each	$2.25					$2.25	$0.00
20s	Trees Database Development	Each	$3.50					$3.50	$0.00
20t	Catch Basins/ Drainage Inlets from Master Drainage Plan	Each	$2.50					$2.50	$0.00
20u	Sidewalk Database Development	Each	$3.00					$3.00	$0.00
20v	Curb & Gutter Database Development	Each	$3.00					$3.00	$0.00
Service Category #3: Pavement Management Analysis								•	
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost($)
21	Calculate the International Roughness Index (IRI)for each	LaneMile[1]		$1	$1	$1	172	$1.00	$172.00
22	Calculate a Pavement Condition Index (PCI) score for	LaneMile[1]		$29	$29	$29	172	$29.00	$4,988.00
23	With input from Participant's staff, devise a weighing	LaneMile[1]	$7,500	$0	$1	$2	172	$0.00	$7,500.00
24	Estimate the annual budget required to meet the long-	Each Participant	$5,000		$1	$2	172	$1.00	$5,172.00
25	Create a five year and ten year pavement rehabilitation	Each Participant	$2,500	$0	$1	$2	172	$0.00	$2,500.00
26	Recommend the computer hardware and software	Each Participant	$1,500						$0.00
27	Train Participant staff and provide assistance to the	Day	$3,000					$3,000.00	$3,000.00

Service Category #4: Electronic Products									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
28	Roadway information that shall be collected and	LaneMile[1]		$12	$10	$8	172	$12.00	$2,064.00
29	Collect digital images at 25-foot intervals of the road	LaneMile[1]		$13	$10	$8	172	$13.00	$2,236.00
30	Load assessment data for all Participant-maintained	Each Participant	$5,000	$1	$5	$7	172	$1.00	$5,172.00
31	Implement map module so that pavement condition and	Each Participant	$7,000	$1	S5	$10	172	$1.00	$7,172.00
32	Provide to the Participant the pavement condition data in	Each Participant	$2,500	S5	$7	$7	172	$5.00	$3,360.00
33	Provide asset management tools or systems (not just	Each Participant	$7,500	$5	$10	$12			$0.00
Service Category #5: Pavement Structural Analysis									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
34	Collect and analyze pavement structural condition								$0.00
35	Collect and analyze pavement structural condition								$0.00
36	Collect and analyze pavement structural condition								$0.00
Service Category #6: GIS Related Services									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
37	GIS Clean-Up Services	Each Participant	$4,500						$0.00
38	GIS Support Services	Each Participant	$4,500						$0.00
	GIS Remote Training Sessions from GIS Manager/ Expert	Each Participant	S500						$0.00
Service Category #7: Value Added Services									
			Provide Price Per Tiered Group				A	B	C=AxB
Activity#	Activity Description	Unit	Unit Base Cost ($)	Unit Cost($) 0-200 Lane Miles	Unit Cost($) 201-700 Lane Miles	Unit Cost($) 700+ Lane Miles	Total Units	Agreed Upon Cost ($)/Unit	Total Agreed Upon Cost ($)
40	Full Written Final Report- Firm shall prepare and submit	Each Participant	$10,000					$10,000.00	$10,000.00
41	Project Presentation- Firm shall prepare and present a	Each Participant	$3,000					$3,000.00	$3,000.00
	Provide Curb Ramp and ADA/Barrier Free Ramp	Each Participant	$5,000						$0.00
43'	Stand-alone field operation for collection of asset	LaneMile[1]	$6,500.00	$123	$105	$95			$0.00
43b	Stand-alone field operation for collection of asset	LaneMile[1]	$4,000	$173	$160	$147			$0.00
44	Generic asset types, allowing for any item within line of	LaneMile[1]	$4,500	$130	$115	$100			$0.00
45	Provide consultancy services (Hourly Rates)	Hour	$150						$0.00
						TOTAL			**$76,036.00**

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:	December 10, 2024
Re:	Police Department Rapid Deployment Vehicle (Enhancement)

Action Requested:
Consider and act to purchase a Rapid Deployment Vehicle (RDV) from The Armored Group to support emergency police operations, and emergency management and special events, through a cooperative agreement, in the amount not to exceed $152,400.00. (Cullison)

Background Information:
The RDV will provide added safety, the ability to rapidly deploy, and advance the abilities of the Celina Tactical Services Team (CTST). The RDV is a needed tool that will prove to be invaluable as the City and department grow. This vehicle enhances the CTST's ability and will allow the CTST to provide superior service to the citizens of Celina. This vehicle can also be used to transport groups of citizens in a natural disaster.

Item Description	Vendor	Cost	Contract
(1) Rapid Deploy Vehicle	The Armored Group	$152,400.00	GSA Contract #: GS-07F-9375S

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. Staff Presentation
2. RDV Quote
3. The Armored Group - GSA eLibrary Contractor Information

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.


Rapid Deployment Vehicle

Rapid Deployment Vehicle

Premise

Police department across the nation consider an RDV a practical and standard piece of equipment. It allows for the transporting of numerous officers and equipment at the same time, to and from a location. Currently, the Celina Police Department does not have this capability.

Example I: RDV would have been beneficial when the department responded to the tornado incident this year. An RDV would allow for the transport of officers, homeowners, and volunteers to and from a restricted area. Additionally, it would have also been used as a mobile command post, providing a safe space for officers and other city staff to coordinate the response.

Example II: Our Tactical Team served a felony warrant earlier this year. The team was scattered between seven different vehicles which caused a lag time for the team to be ready to serve the warrant. Warrant service is extremely dangerous: time and surprise are of great value to the safety of the team. The team also encountered the difficulty of removing certain equipment from the vehicle they were in, and this slowed the team down even further.



Rapid Deployment Vehicle

Benefits

- Increases officer safety by decreasing time of arrival to a scene and allows a team to get set to serve warrants.
- Decrease overall costs to transport officers and equipment to one location.
- Provides dual capabilities as a transport vehicle (citizen and officers) and temporary command post.



Rapid Deployment Vehicle

Consequences

- Allows the department to transport officers and citizens in a safer and more practical manner.
- Immediate ability to have a mobile command post for critical incidents and special events.



5221 N. Saddle Rock Drive
Phoenix, AZ 85018
Contact: Jeremy Johnson
Office: 602-840-2271 Fax: 602-840-6162
Cell: 817-291-4956
Email: jeremy@armoredcars.com

Customer:	City of Celina Police Department 142 N. Ohio St Celina, TX 75009
Quote #: GSAJJ241105A Quote Date: November 5, 2024 Tax ID #: 86-09877046	Payment Terms: Net 30 Days of Acceptance Acceptance at TAG Armor Facility 1% Net 10 Available

Terms & Conditions: Net 30 Days-Transfer of Certificate of Origin Upon Acceptance of BATT
Inspection & Acceptance: TAG Facitly

GSA Contract #: GS-07F-9375S

Item & Options	Pricing
B.A.T.T.-S (Ballistic Armored Tactical Transport S-Series) B6/NIJ III	$ 195,525.00
Total Cost Estimate:	**$ 195,525.00**
Removal of Armor and Discount:	$ (43,125.00)
BATT Cost:	**$ 152,400.00**

***Price Does Not Include Freight. FOB Manufacturing Facility**
***Esitmate does not include any taxes. TAG nor GSA collect Sales Tax.**
***Estimated Total Cost Above does not include DMV Tags or Tire Disposal Fee estimates.**
***Refer to Our GSA Contract # on PO. GS-07F-9375S**

ARMOR WARRANTY
24 Months/Unlimited Miles



Jeremy Johnson
Director, Law Enforcement Division
The Armored Group, LLC

Authorized Signature
City of Celina

An official website of the United States government
Here's how you know

GSA eLibrary GSA Federal Acquisition Service

Contractor Information

(Vendors) How to change your company information

Contract #: GS-07F-9375S
Contractor: THE ARMORED GROUP LLC
Address: 5221 N SADDLE ROCK DR
PHOENIX, AZ 85018-1829
Phone: (602)840-2271
E-Mail: paz@armoredcars.com
Web Address: http://www.armored-trucks.com
SAM UEI: EMZ8CGU1NKK8
NAICS: 315999

Socio-Economic : Small Business
Current Option Period End Date : Feb 28, 2026
Ultimate Contract End Date : Feb 28, 2026

Govt. POC:
Tiffany S. Jolly
817-585-2714
tiffany.jolly@gsa.gov

Contract Clauses/Exceptions:
View the specifics for this contract

EPLS : Contractor not found on the Excluded Parties List System

Source	Title	Contract Number	Terms & Conditions / Price List	Current Option Period End Date	Ultimate Contract End Date	Category		View Catalog
MAS	Multiple Award Schedule	GS-07F-9375S		Feb 28, 2026	Feb 28, 2026	336992 NEW OLM	COOP PURCH DISAST PURCH COOP PURCH DISAST PURCH COOP PURCH DISAST PURCH	

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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:	Drew Jenks
Date:	December 10, 2024
Re:	Annual Integrated Pest Management (IPM) Program for City of Celina landscaped properties.

Action Requested:
Consider and act to authorize the purchase of an Annual Integrated Pest Management service from TruGreen Commercial through a cooperative contract with BuyBoard in an amount not to exceed $80,198.00. (Walsh)

Background Information:
IPM services include pre-emergent, post-emergent, fertilization, insecticide, and weed/feed applications on City of Celina properties including city-maintained medians and Police Headquarters. The application of these services is part of a comprehensive turf management program to provide aesthetically pleasing and healthy turf areas.

In October 2024, a Purchase Order in the amount of $7,004.00 was issued to TruGreen for time-sensitive, late fall pre-emergent, and insecticide applications on the Preston Road median. In order to complete the annual turf management program, the department is requesting an additional $73,194.00 bringing the total annual spend in FY24-25 with TruGreen to $80,198.00.

Services will be purchased through a cooperative agreement with BuyBoard, Contract 726-24. The City maintains an executed Interlocal Agreement with the above 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. BuyBoard - TruGreen Vendor Contract Information
2. TruGreen Quote for 2024-2025 IPM Program
3. Presentation - IPM Application Services Update

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 of annual Integrated Pest Management services as presented.

Vendor Contract Information Summary

Vendor	Trugreen
Contact	Kevin Stillwell
Phone	214-202-2387
Email	kevinstillwell@trugreenmail.com
TIN	36-3734669
Address Line 1	594 Greenhill Dr.
Vendor City	Round Rock
Vendor Zip	78665
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	Company Truck
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	4, 5, 6, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20
States	Oklahoma, Texas
Contract Name	Custodial and Lawn Care Services
Contract No.	726-24
Effective	03/01/2024
Expiration	02/28/2027
Accepts RFQs	Yes
Quote Reference Number	726-24
Return Policy	Full Payment will be expected for services Rendered

Sid Dobraski
Plano #5415 1500 10th Street
Plano, TX 75074

Phone: 972-670-5030

Customer Information

BILL TO:

CITY OF CELINA (BuyBoard No. 726-24)
142 N OHIO ST
CELINA, TX 75009

Phone:

Detail of Charges

Service Location	Line Item Description	Round #	Round Description	Recommended	Total Price
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	Yes	$1,058.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$1,058.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$1,058.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$1,058.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$1,130.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Fire Ant Control	10		Yes	$1,960.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Ornamental Bed Weed Control	2	Enhances mulched beds with selective weed control	Yes	$600.00
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	Yes	$450.00
CELINA POLICE STATION	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	Yes	$450.00

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3025 S Coit Rd Celina, TX 75009					
CELINA POLICE STATION 3025 S Coit Rd Celina, TX 75009	Ornamental Bed Weed Control	12	Enhances mulched beds with selective weed control	Yes	$600.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		$396.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$396.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$396.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$396.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Fire Ant Control	10		Yes	$735.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Weed Control Service	1			$424.00
KINSHIP PKWY TO CHOTE MEDIAN 2505 KINSHIP PKWY CELINA, TX 75009	Weed Control Service	2			$424.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		$2,884.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$2,884.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$2,884.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$2,884.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Weed Control Service	1			$3,502.00
MEDIANS FRONTIER PKWY TO N LEGACY	Weed Control Service	2			$3,502.00

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D 4425 S PRESTON RD CELINA, TX 75009					
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Ornamental Bed Weed Control	2	Enhances mulched beds with selective weed control		$7,400.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control		$7,400.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control		$7,400.00
MEDIANS FRONTIER PKWY TO N LEGACY D 4425 S PRESTON RD CELINA, TX 75009	Ornamental Bed Weed Control	7	Enhances mulched beds with selective weed control		$7,400.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	Yes	$340.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$340.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$340.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$340.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Fire Ant Control	10		Yes	$630.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Weed Control Service	1		Yes	$363.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Weed Control Service	2		Yes	$363.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Ornamental Bed Weed Control	2	Enhances mulched beds with selective weed control	Yes	$410.00

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W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	Yes	$410.00
W FRONTIER TO S LEGACY MEDIANS 4420 S LEGACY DR PROSPER, TX 75078-3551	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	Yes	$410.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)	Yes	$434.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$434.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$434.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$434.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)	Yes	$464.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Fire Ant Control	10		Yes	$805.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Weed Control Service	1		Yes	$464.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Weed Control Service	2		Yes	$464.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Ornamental Bed Weed Control	2	Enhances mulched beds with selective weed control	Yes	$300.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS 1549 Wayback Dr Celina, TX 75009	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	Yes	$225.00
W PUNK CARTER PKWY TO LIGHT FARMS MEDIANS	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	Yes	$300.00

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1549 Wayback Dr Celina, TX 75009					
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Lawn Service	2	Late Spring - Fertilizer, broadleaf weed, crabgrass and pre-emergent weed control (As Needed/Weather Dependent)		$283.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Lawn Service	3	Early Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$283.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Lawn Service	4	Late Summer - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$283.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Lawn Service	5	Early Fall - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$283.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Lawn Service	8	Late Fall/Early Winter - Fertilizer, broadleaf weed control (As Needed/Weather Dependent)		$303.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Fire Ant Control	10		Yes	$595.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Weed Control Service	1		Yes	$303.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Weed Control Service	2		Yes	$303.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Ornamental Bed Weed Control	2	Enhances mulched beds with selective weed control	Yes	$375.00

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W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Ornamental Bed Weed Control	4	Enhances mulched beds with selective weed control	Yes	$375.00
W PUNK CARTER PKWY TO S LEGACY MEDIAN 3100 W PUNK CARTER PKWY CELINA, TX 75009-4793	Ornamental Bed Weed Control	5	Enhances mulched beds with selective weed control	Yes	$375.00

Subtotal: $73,194.00
Total Sales Tax Amount: $0.00
Grand Total: $73,194.00

Description:

Standard Terms and Conditions

1. Term. The term of this Agreement shall one (1) year from the date signed by you, the Customer.

2. Price increases. Prices of services provided in this agreement may be increased should you add property under this agreement, or in the event of increases in the cost of fuel, material, or labor, or costs incurred by TruGreen due to government regulation and other causes. In addition, TruGreen may elect to increase the price of services under this agreement after the first year, or after any subsequent anniversary date of the agreement by a percentage amount not to exceed five percent (5%) of the then current price, or consistent with any increase in the current consumer price index, whichever is greater. TruGreen shall not increase its prices on an elective basis more frequently than once during any agreement year.

3. Payment Terms. Payment is due to TruGreen within 30 days after the invoice date. In the event you fail to make payment when due, TruGreen reserves the right to terminate this Agreement. A late service fee equal to the lesser of 15% per month (18% a.p.r.) or the maximum interest rate allowed by law will be charged on any balance unpaid over thirty (30) days. A service charge of $25.00 will be charged for any returned check. Should it become necessary to bring an action to collect amounts due under this agreement, you agree to pay all costs of such collection including, but not limited to, any reasonable attorney's fees or other professional fees and court costs.

4. Check processing policy ACH. When you provide a check as payment, you authorize TruGreen either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. If TruGreen uses information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. Returns: in the event that your payment is returned unpaid, you authorize us the option to collect a fee as allowed by law through an electronic fund transfer from your account.

5. Termination. In the case of your non-payment or default. TruGreen has the right to terminate this Agreement immediately upon notice to you. TruGreen may terminate this Agreement for convenience upon thirty (30) days prior written notice to you. You may cancel this Agreement for material breach by TruGreen, provided that you give TruGreen written notice of the details of the breach, and thereafter TruGreen fails to cure the breach within thirty (30) days after said notice. (a). Additional termination provisions for landscape companies, property management companies, agents and other similar entities: To the extent you represent one or more property owners and/or properties covered under this agreement, and in the event such owner terminates your contract with regard to one or more properties, then upon notice to TruGreen, you may terminate this Agreement only as it relates to such property for which owner terminated its contract with you. To the extent that this Agreement applies to other properties, not terminated by the owner, this Agreement shall continue in full force and effect with regard to such other properties.

6. Sale of Property. You agree to notify TruGreen in writing immediately in the event that you sell any property which is the subject of this Agreement. TruGreen shall make the appropriate adjustment in price to accommodate the reduction of square footage treated in the event that property is sold. In the event all property which is the subject of the Agreement is sold, this Agreement shall be terminated upon receipt by TruGreen of your written notice that you have sold the property. Should you fail to notify TruGreen as required in this provision, you agree to indemnify TruGreen for any damages incurred as a result of your failure to notify.

7. LIABILITY. TRUGREEN IS RESPONSIBLE FOR DIRECT DAMAGES RESULTING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT. BUT IS NOT RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES ARISING OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY OBLIGATIONS UNDER THE AGREEMENT INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, REGARDLESS OF THE BASIS FOR THE CLAIM.

8. Duty to Inspect. You have a duty to inspect the property within fifteen (15) days after service has been performed by TruGreen. If you believe TruGreen provided deficient work, you agree to notify TruGreen immediately in writing. If written notice is not received by TruGreen within fifteen (15) days after the date of service, you agree that any and all claims alleging damage of any nature or to recover past payments and/or rights to withhold future payments due under this Agreement are waived.

9. Notice to tenants, employees, invitees. To the extent necessary, you have a duty to notify all tenants, employees, visitors and any other invitee on the premises of a scheduled service prior to the performance of any scheduled service by TruGreen.

10. No Warranties. Except as expressly set forth in this Agreement. TruGreen makes no warranty or representation of any kind, expressed or implied, concerning either products used or services performed, including no implied warranty of merchantability or fitness of the product for any particular purpose, and no such warranty shall be implied by law, usage of trade, course of performance, course of dealing, or on any other basis.

11. Force majeure. Except for the payment of TruGreen's invoices owed by you, if either TruGreen or you shall be prevented or delayed in the performance of any or all of the provisions of this Agreement, by reason of any labor dispute, industry disturbance, delay in transportation, governmental regulatory or legal action, act of God or any cause beyond such part's control, the obligations hereunder of such party shall be extended for as long as such cause shall be in effect and any delay or loss suffered by the other party shall not be chargeable in any way to such party: provided, however, the other party suffering such cause shall immediately notify the other party of such inability and shall use reasonable efforts to remedy same with all reasonable dispatch. If any event of force majeure should prevent a party from performing its obligations under this Agreement for a period of ninety consecutive (90) days, the other party shall have the right to cancel this Agreement upon notice to the party unable to perform its obligations.

12. No assignment. You shall not have the right to assign this Agreement or agree to the transfer of this Agreement by operation of law or otherwise without the prior written consent of TruGreen. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and to any permitted successors and assigns.

13. Watering, Cultural Practices. The success of this program depends on proper watering, mowing and cultural practices. Some products used by TruGreen may include label directions requiring the watering of the material after application. If any of these products are used on the property, TruGreen will provide you with watering instructions following the application and you agree to assume such watering responsibility. Climate conditions, soil conditions, plant diseases, plant material, and miscellaneous external factors will impact response to treatment. Results for difficult-to-control diseases will vary depending on environment, culture and agronomic programs used or treatment applied. Treatment for diseases may include additional cost. Consult your TruGreen specialist for details.

14. Modification of program. This program consists of lawn care and/or tree and shrub care as indicated above. Specific products, rates of application and method of application will vary with the season, weather conditions, and the needs of your lawn as determined by your TruGreen specialist. Your regularly scheduled programs may be modified depending on the weather and the condition of your landscape. The application methods and procedures used to perform service under this Agreement will be determined solely by TruGreen. Your TruGreen specialist will keep you informed on any modifications to this schedule.

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15. Insects and Borers. Total insect elimination is not desirable with any program because beneficial insects will be lost along with the targeted pests. Plants invaded by borers have a high probability of death or decline. Sound cultural practices and control applications may extend the life of some plant species. Treatment for boring insects may include additional cost. Consult your TruGreen specialist with details

16. Authorization to provide Service. TruGreen agrees to furnish labor and materials for purposes of this Agreement and is authorized by you to treat the property at the address shown above. You represent and warrant to TruGreen that you are the owner of said property, or in the event that you are not the owner of the property to which this Agreement applies, you represent and warrant that you have the legal authority to execute and bind the owner of the property to the terms and conditions of this Agreement.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association (AAA), under the AAA Commercial or Consumer, as applicable. Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. However, the preceding sentence shall not apply to the clause entitled "Class Action Waiver."

18. CLASS ACTION WAIVER. Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiffs, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any Class Action nor make an award to any person or entity not a party to the arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator.

THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER. THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

19. Unless expressly noted otherwise herein, this Agreement and any invoice issued by TruGreen pursuant to the terms hereof, set forth the entire understanding of the parties, and supersede any and all proposals, negotiations, representations and prior agreements relating to the subject matter of this Agreement, written or otherwise, including, without limitation any sales agreement previously executed by the parties. To the extent that any terms set forth in an invoice should conflict with the terms set forth in this Agreement, this Agreement shall control. No terms, conditions, or warranties other than those stated herein or in any invoice issued by TruGreen, and no agreements or understanding, oral or written, in any way purporting to modify these conditions shall be binding on the parties hereto unless hereafter made in writing and signed by authorized representatives of both parties.

20. This customer service Agreement is only valid if accepted by you within 30 days of the date submitted to customer.

By: _____ Date: _____
REPRESENTATIVE/GENERAL MANAGER

Print Name: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

Customer Signature: _____ Date: _____
AUTHORIZED AGENT/CUSTOMER

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FY24-25 Integrated Pest Management
Parks & Recreation Department

Steve Walsh
December 10, 2024



AGENDA OVERVIEW

- Authorize the purchase of Annual Integrated Pest Management services on City of Celina properties from TruGreen through a cooperative contract with BuyBoard contract #726-24 in an amount not to exceed $80,198.00.

- IPM services include pre-emergent, post-emergent, fertilization, insecticide, and weed/feed applications on city-maintained properties including select medians and Police Headquarters property.

- Medians include Preston Road, Kinship Parkway, W. Frontier Parkway, and Punk Carter Parkway.

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

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:	Drew Jenks
Date:	December 10, 2024
Re:	Park Picnic Tables Purchase

Action Requested:
Consider and act to purchase Picnic Tables for the Parks and Recreation Department from BSN Sports through a cooperative contract with BuyBoard for an amount not to exceed $54,076.75. (Walsh)

Background Information:
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.

Picnic tables were purchased in 2006 for Old Celina Park. These picnic tables have been moved to various locations to be used for programs and special events, and are now in poor condition and do not meet public expectations. These new tables will replace all tables originally purchased in 2006. New tables will be at various locations to serve special events and recreation needs.

Legal Review:
N/A

Supporting Documents:
1. BSN Vendor Contract Information
2. Quote - Picnic Tables - BSN - FY 2025
3. Presentation - 7-K- Picnic Tables Update

Financial Consideration:
Funding is available in the Capital Acquisition Fund. 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.

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

BSN SPORTS
PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Order Summary

Cart #: 11415731
Purchase Order #: Benches
Cart Name: Benches
Order Date: 03/12/2024
Estimated Delivery: 10/25/2024
Payment Terms: NT30
Ship Via:
Ordered By: Gary Don Hendricks

Contact Your Rep
Oscar Manzo Email:**omanzo@bsnsports.com** | Phone:**469-631-1171**

Sold to
1671902
CITY OF CELINA
142 N Ohio St
CELINA TX 75009-6183
USA

Ship To
14196231
Parks and FD Modular
Gary Don Hendricks
Portable Building 300
300 W. MAPLE ST
CELINA TX 75009

Payer
1671902
CITY OF CELINA
142 N Ohio St
CELINA TX 75009-6183
USA

Item Description	Qty	Unit Price	Total
8' Heavy Duty Table Perforated Item # - 1275384	22 EA	$ 2,199.99	$ 48,399.78
D6 Two Sided H-D ADA Table Perf Item # - 1275445	3 EA	$ 1,891.99	$ 5,675.97

Texas Buy Board #665-22

Subtotal:	$54,075.75
Other:	$0.00
Freight:	$1.00
Sales Tax:	$0.00
Order Total:	$54,076.75
Payment/Credit Applied:	$0.00
Order Total:	**$54,076.75**

Purchase of Picnic Tables
Parks & Recreation Department

Steve Walsh
December 10, 2024



AGENDA OVERVIEW

- Authorize the purchase of Picnic Tables from BSN Sports through a cooperative contract with BuyBoard contract #665-22 for an amount not to exceed $54,076.75.
- These are replacement picnic tables that were originally purchased in 2006.
- The picnic tables are co-located at Old Celina Park and often transferred to other locations to support special events. Tables that are needed to support the Americans with Disabilities Act are included in the purchase.
- Funds will be committed at the issuance of a purchase order.
- 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.

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:	December 10, 2024
Re:	Purchase and installation of a prefabricated restroom building for Old Celina Park

Action Requested:
Consider and act to purchase a prefabricated bathroom building for the Old Celina Park from Public Restroom Company through a cooperative contract with BuyBoard for an amount not to exceed $738,346.00. (Glasgow)

Background Information:
On September 12, 2023, city council approved a contract with Halff to design a restroom facility in addition to other site improvements for the Old Celina Park.

The design was kicked off in December 2023, with a stakeholders' discussion on the project's objectives and constraints. Based on these discussions, it was determined that a prefabricated restroom from a reputable manufacturer would offer the most effective solution. Various prefabricated restroom manufacturers were considered for their quality, design flexibility, ease of installation, and ability to seamlessly integrate with existing park aesthetics.

Public Restroom Company (PRC) was selected due to their proven track record of delivering high-quality restroom facilities tailored to specific community needs. Furthermore, PRC has the ability to deliver layouts that will fit seamlessly within the park's design, budget and address the City's goals. Halff and the City have been working closely with PRC for the past 10 months on the layout, configuration, and aesthetics of the restroom which will be located at the northwest corner of the existing soccer fields.

The purchase of the restroom will be through a cooperative contract with BuyBoard in the amount of $682,876.00 for the building and $46,715.00 for turnkey installation. The payment,

performance, and maintenance bonds are $8,755.00 additional making a total compensation of $738,346.00.

Legal Review:
N/A

Supporting Documents:
1. 12.4.24 Proposal_Old Celina Park
2. Old Celina Park Restroom

Financial Consideration:
Funding is available through the Park land fees. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approving the purchase as presented.

Price Proposal: **Old Celina Park - City of Celina, TX**
Date: **December 4, 2024**
Reference: **11661-4/20/2024-3**
BuyBoard: **Contract #:679-22**

Our Offer to Sell:

1. **Restroom Building delivered to site @ $ 682,876**
   Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. **Installation: Turnkey Installation of the Building above @ $ 46,715 with retention allowed.**
   Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
   a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
   b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
   c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
   d. Set the building on the site pad.
   e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. **Owner/General Contractor Final Tie In of Utilities and other site work:**
   a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
   b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
   c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.
4. **Total Cost of Building and Installation @ $ 729,591**
5. **Payment, Performance & Maintenance Bond @ $ 8,755**
6. **Total Cost of Building, Installation & Bond @ $ 738,346**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:
Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:
Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.
4. If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor 's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:
PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: ***If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.***

Public Restroom Company will "turn-key" set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building's fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6' POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6' POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:
Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:
Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:
PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials, which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:
Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:
PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:
PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:
We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:
After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:
PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:
PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:
Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:
Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:
PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. **Building designed for seasonal use only. Building does not include provisions for freeze protection.**
2. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary**

depending on local rates. PRC will provide written costs for this additional work by change order.

3. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.
4. Sidewalks outside the building footprint.
5. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.
6. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
7. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
8. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
9. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
10. Our bid included crane costs are based on a maximum 35’ radius from the center pin of the crane (10’ back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
11. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
12. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
13. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
14. Backflow certification if applicable by Owner/ General Contractor.
15. Any Fire Suppression Systems by others, not by PRC.
16. Any future transformers, related shut offs, and disconnects for electrical is by others, not by PRC.

17. **If determined that under slab vapor barrier and or insulation is required, Owner/General Contractor shall provide materials and installation.**

Insurance and Prevailing Wage Certification:
PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:
As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a $1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:
Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to $2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY:
All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Owner/General Contractor selected parts and materials that are not PRC approved will not be covered under PRC's 5 year component warranty. These selections will be covered only by any available manufacturer warranty.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:
This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:
In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination:
Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:
Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____
Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

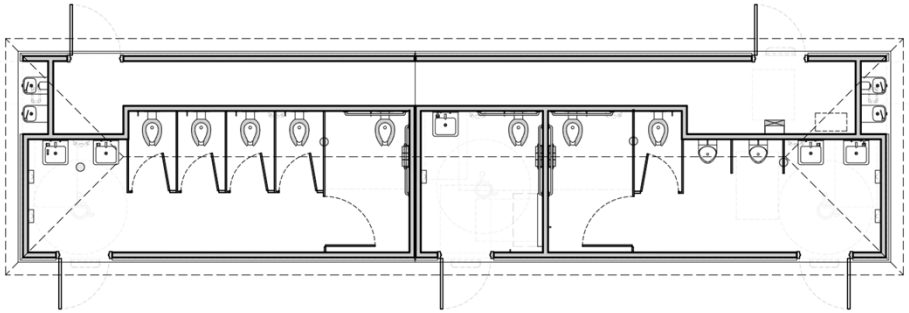
Accepted by:

_____ _____
Authorized Signature **Date Signed**

_____ _____
Printed Name **Legal Entity Name and Address**







FLOOR PLAN

SCALE: NOT TO SCALE

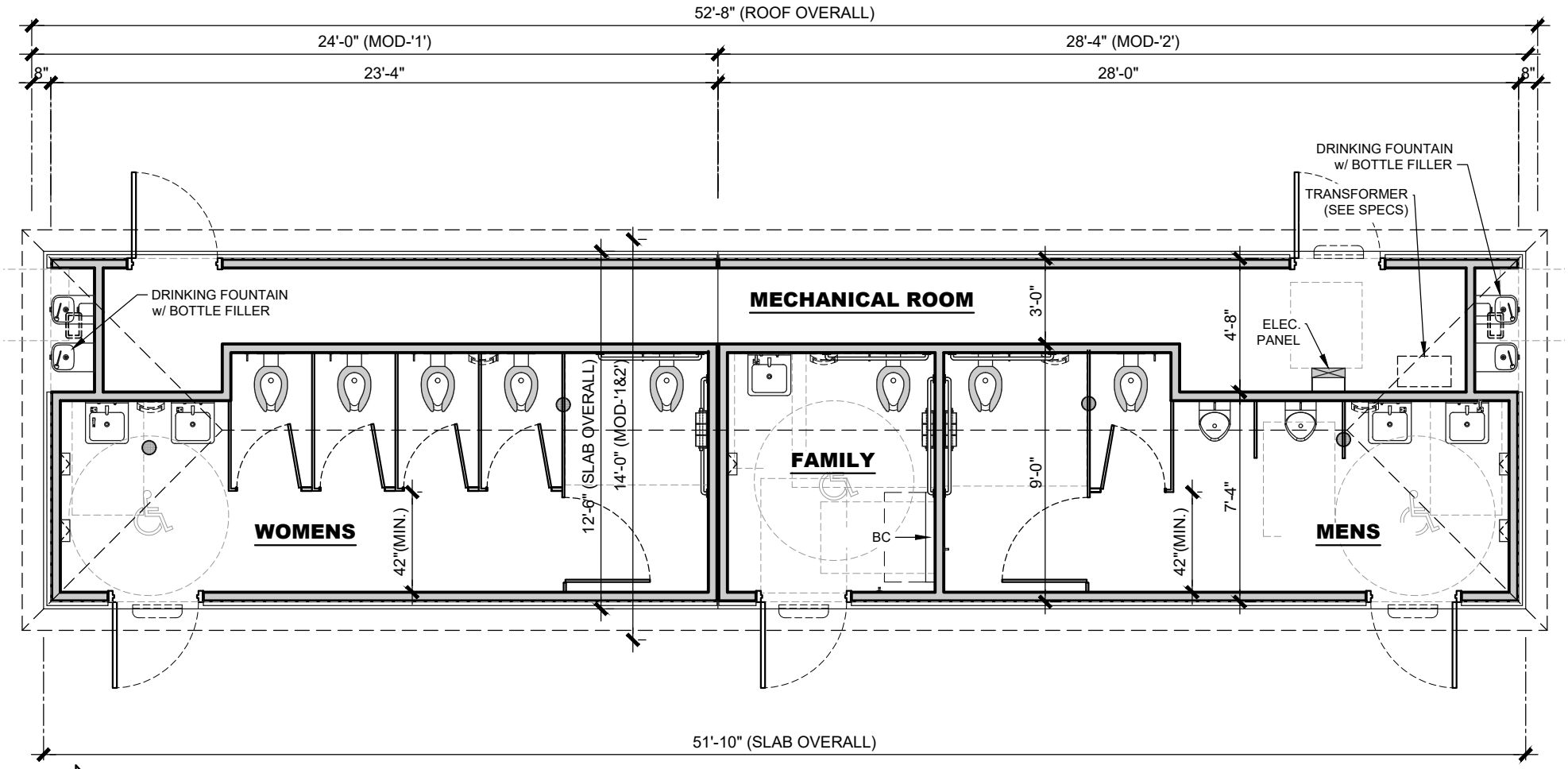
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PARK OLD CELINA

RESTROOM BUILDING
CELINA, TEXAS

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PUBLIC RESTROOM COMPANY
Building Better Places To Go.℠
www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



2

1

FLOOR PLAN

SCALE: 3/16"=1'0"

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BUILDING TYPE: **RESTROOM BUILDING**

PROJECT: **OLD CELINA PARK**
CELINA, TX

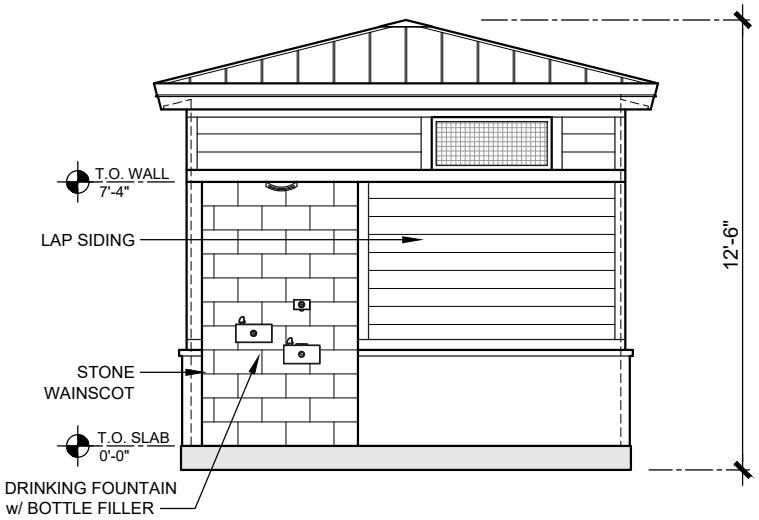
REVISION # 3	REVISION DATE: 4/20/2024	SHEET# A-1
	DRAWN BY: EOR	
PROJECT #: 11661	START DATE: 2/15/2024	MAX. PERSON / HOUR: 435 M
	DRAWN BY: EOR	

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE



ELEVATION 1

SCALE:3/16"=1'-0"



ELEVATION 2

SCALE:3/16"=1'-0"

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BUILDING TYPE: **RESTROOM BUILDING**

PROJECT: **OLD CELINA PARK**
CELINA, TX

REVISION #	REVISION DATE:	SHEET#
3	4/20/2024	A-2
	DRAWN BY: EOR	
PROJECT #: 11661	START DATE: 2/15/2024	MAX. PERSON / HOUR: 435 M
	DRAWN BY: EOR	

Ph: 888-888-2060 | Fax: 888-888-1448

~NOT FOR CONSTRUCTION ~ PRELIMINARY DESIGN DRAWING ONLY ~ DO NOT SCALE, DIMENSIONS PRESIDE

PURCHASE AND INSTALLATION OF A PREFABRICATED RESTROOM FOR THE OLD CELINA PARK

December 10, 2024



LOCATION MAP



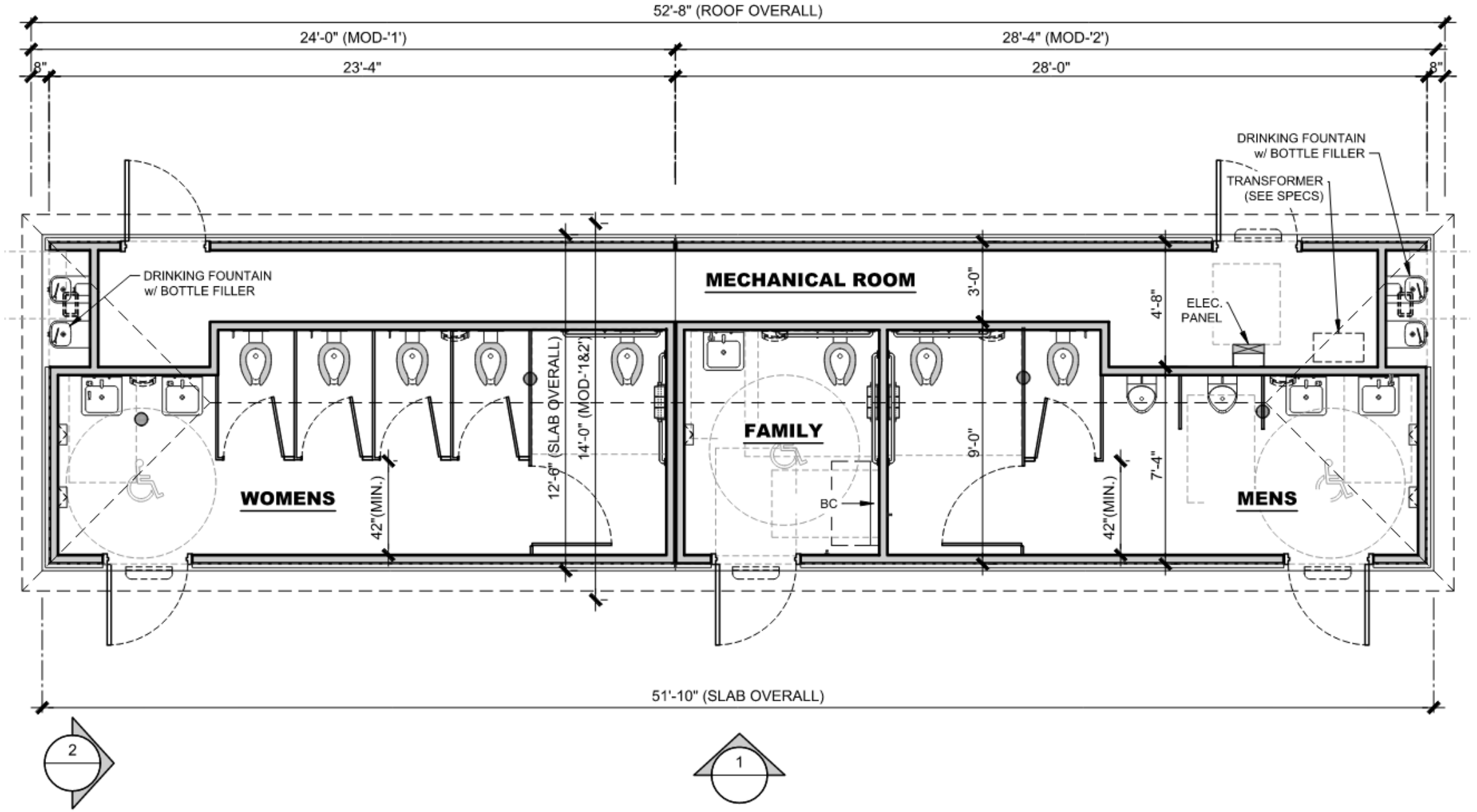


FACTS

A. Project Description: Purchase and installation of a prefabricated restroom from Public Restroom Company for the Old Celina Park through the BuyBoard purchase Cooperation.

B. Action requested: Approval of purchase and installation

C. Total cost: **$738,346**
   - Building cost-$682,876
   - Installation-$46,715
   - Bonds: $8,755



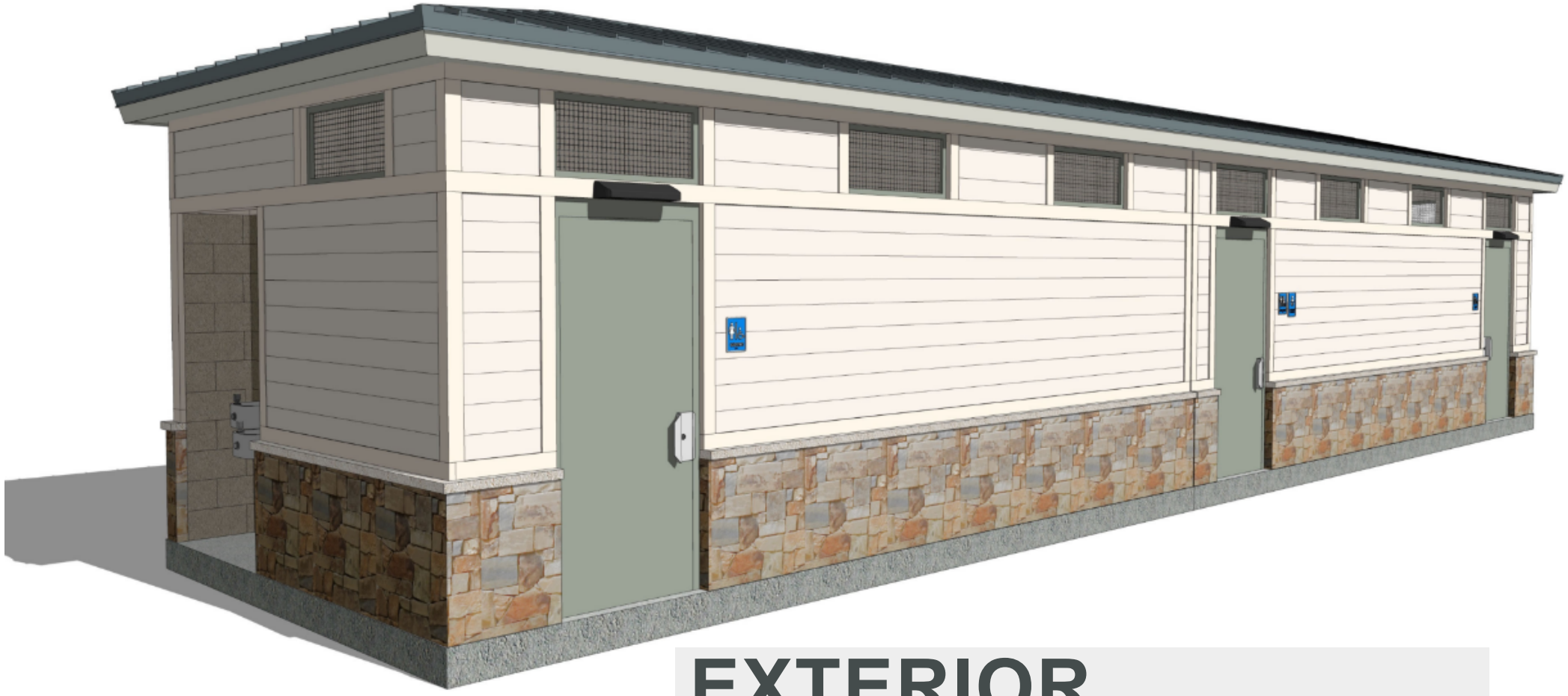
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1

FLOOR PLAN

SCALE: 3/16"=1'0"

PROJECT REF#: 11661-4/20/202



EXTERIOR


CELINA
TEXAS
EST. 1876
Life Connected.

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:	Amy Alexander
Date:	December 10, 2024
Re:	Microsoft Enterprise Licenses Renewal, FY 25 & 26

Action Requested:
Consider and act to authorize a Microsoft Enterprise Agreement renewal from SHI through a cooperative contract with DIR (Contract DIR-CPO-5237) in an amount not to exceed $153,394.64 for 2025 and $183,394.64 for 2026. (Alexander)

Background Information:
The City of Celina's Microsoft licensing agreement was previously approved by City Council with a three (3) year contract and year one (1) renewal in December 2023. When originally approved by the City Council, the 2024 adopted budget was provided. Since this is a three-year contract, staff have provided budgetary figures for the current fiscal year 2025 and an estimated forecast for 2026. The staff completed a full software audit to ensure we complied with Microsoft's licensing terms for this contract. The annual cost increases each year due to pricing increases and additional licensing needs for new employees.

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

Legal Review:
N/A

Supporting Documents:
1. FY25 MS EA SHI Quote-25513993

2. Presentation - MS

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:
It is the recommendation of staff to approve this request in order to continue to utilize Microsoft products and services.

Pricing Proposal
Quotation #: 25513993
Reference #: EA# 49957574
Created On: 11/7/2024
Valid Until: 11/30/2024

TX-City of Celina

Amy Alexander
142 North Ohio
St.
Celina, TX 75009
United States
Phone: 9723822111
Fax:
Email: aalexander@celina-tx.gov

Microsoft Inside Account Manager - Public Sector

Nathan Schlosser
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8693
Fax:
Email: nathan_schlosser@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Office Professional Plus ALng SA Microsoft - Part#: 269-05704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	15	$108.06	$1,620.90
2	M365 F1 GCC Sub Per User Microsoft - Part#: 3EB-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	22	$23.64	$520.08
3	Planner & Project P3 GCC Sub Per User Microsoft - Part#: 7MS-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	9	$276.00	$2,484.00
4	SQL Server Standard Core ALng SA 2L Microsoft - Part#: 7NQ-00292 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	2	$633.60	$1,267.20
5	SQL Server Standard Core ALng LSA 2L Microsoft - Part#: 7NQ-00302 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	10	$1,478.39	$14,783.90

6	Win Server Standard Core ALng SA 2L Microsoft - Part#: 9EM-00270 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	64	$19.65	$1,257.60
7	Win Server Standard Core ALng LSA 2L Microsoft - Part#: 9EM-00562 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	6	$45.02	$270.12
8	M365 G3 Unified FSA Renewal GCC Sub Per User Microsoft - Part#: AAD-34700 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	40	$331.08	$13,243.20
9	M365 G3 Unified FUSL GCC Sub Per User Microsoft - Part#: AAD-34704 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	268	$389.04	$104,262.72
10	M365 F3 Unified GCC Sub Per User Microsoft - Part#: AAD-63092 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	50	$84.48	$4,224.00
11	Visio Professional ALng SA Microsoft - Part#: D87-01159 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	2	$108.06	$216.12
12	Power BI Pro GCC Sub Per User Microsoft - Part#: DDJ-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	2	$92.28	$184.56
13	Teams AC with Dial Out US/CA GCC Sub Add-on Microsoft - Part#: NYH-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	328	$0.00	$0.00
14	Visio P2 GCC Sub Per User Microsoft - Part#: P3U-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	3	$138.48	$415.44

15	Teams Rooms Pro GCC Sub Per Device Microsoft - Part#: VA1-00001 Contract Name: Adobe/Microsoft Software & Related Services Contract #: DIR-CPO-5237 Coverage Term: 12/1/2024 – 11/30/2025 **Note:** Year 2 of 3	20	$432.24	$8,644.80

Subtotal	$153,394.64
*Tax	$0.00
Total	$153,394.64

*Tax is estimated. Invoice will include the full and final tax due.

Additional Comments

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

MICROSOFT SOFTWARE RENEWAL FOR FY25 AND FY26

Amy Alexander
Director of Information Technology
December 10, 2024



Microsoft software provides essential tools used by all staff for day-to-day operations. Microsoft licensing includes email, Office applications, Windows operating systems, SharePoint, OneDrive, Project and many other core software components.



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:	December 10, 2024
Re:	Rasor Water Reclamation Facility Design Amendment

Action Requested:
Consider and act to authorize an amendment for the design of the Rasor Water Reclamation Facility in the amount of $229,910. (Glasgow)

Background Information:
In May 2023, Council approved a contract with Garver for the design of the Rasor Water Reclamation Facility. The contract is being amended to include the design of additional trees along the entrance with a bubbler irrigation system, a new concrete access road that meets the City of Celina Fire Department requirements, a new fence around the perimeter with Designmaster-style fence and brick columns, and brick veneers on all headwalls and exposed concrete.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:
The contract had been previously reviewed and approved.

Supporting Documents:
1. Rasor WRF Amendment 1 Design Updates
2. S37 Rasor WRF Design Amendment_December Council Presentation (P)

Financial Consideration:

Funding is available through the 2023 Utility Bond. Expenditure will not exceed the additional funds appropriated and committed to the existing purchase order.

Staff Recommendation:
Staff recommends authorizing the Amendment as presented.

AMENDMENT TO TASK ORDER NO. 23W05096
City of Celina
Celina, Texas
Project No. 2300094

CONTRACT AMENDMENT NO. 1

This Contract Amendment No. 1, effective on the date last written below, shall amend the Task Order No. 23W05096 between the City of Celina (Owner) and GARVER, LLC (GARVER), dated May 30, 2023, 2023 referred to in the following paragraphs as the original contract.

This Contract Amendment No. 1 adds professional services for the:

Design and construction phase services of the new greenfield 0.95 mgd of wastewater treatment.

The original contract is hereby modified as follows:

Task 2.0 Final Design Services

In addition to the previous scope, Garver will:

- Provide a landscape plan for the new Greenfield Rasor WRF. This will include proposed trees along the entrance of the site with a bubbler irrigation system.
- Design for a new concrete access road that meets the City of Celina Fire Department conditions.
- Design of a new fence surrounding the Rasor WRF perimeter with Designmaster-style fence and brick columns.

Design for all headwalls and concrete to have a brick veneer. Garver will redesign the pipe supports and structural supports to be supported on masonry block with a brick veneer finish.

The following designs are expected to be impacted/added to the current plan set:

- Facilities 64 and 86, structural conversion to masonry and mechanical and electrical updates
- Areas 32 and 54, brick sheathing updates and mechanical and electrical updates
- Site plan updates to reflect pavement, building changes, and fence revisions
- Fence details and profiles
- Irrigation plans and details
- Landscaping plans and details
- Updated cost estimate
- Updated workshop

<u>Deliverables:</u>

- 100-percent plans and specifications
- 100-percent OPCC
- (1) 100-percent workshop meeting (hybrid)

Task 4.0 Construction Administration Services

During the construction phase of work, Garver will include additional shop drawings for review related to the additional items added to Task 2.0 as well as the additional sheets for record drawings. These include shop drawing reviews and changes to the record drawings associated with the additional scope

of work.

Extra Work

The following items are not included under this Amendment but will be considered as extra work:

1. Additional meetings beyond those listed herein.
2. Additional buildings, storage, or driveway improvements beyond those listed.
3. Submittals or deliverables in addition to those listed herein.
4. Preparation of an Industrial or Construction Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to the appropriate agency.
5. Construction materials testing.
6. Construction observation of any kind.
7. SCADA integration or programming.
8. Services after construction, such as training, warranty follow-up, and operations support.
9. Stormwater Discharge permitting and updating, and any permitting or processing fees

SECTION 2 – PAYMENT

For the work described in this Amendment, the Owner will pay GARVER on a lump sum basis. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER. The following table presents a summary of the fee amounts and fee types for this contract. For informational purposes, a breakout of anticipated hours is included as a separate exhibit to this agreement.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 2.0 – Final Design	$189,910	LUMP SUM
Task 7.0 – Construction Administration	$40,000	Hourly NTE
TOTAL AMENDED FEE	$229,910	
Original Task Order #23W05096	$2,036,242	
TOTAL AMENDED FEE	$2,266,152	

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and GARVER have executed this Amendment effective as of the date last written below.

CITY OF CELINA

By: _____
Signature

Name: _____
Printed Name

Title: _____

Date: _____

GARVER, LLC

By: Lance Klement
Signature

Name: Lance Klement
Printed Name

Title: North Texas Water Team Leader

Date: 11/6/2024

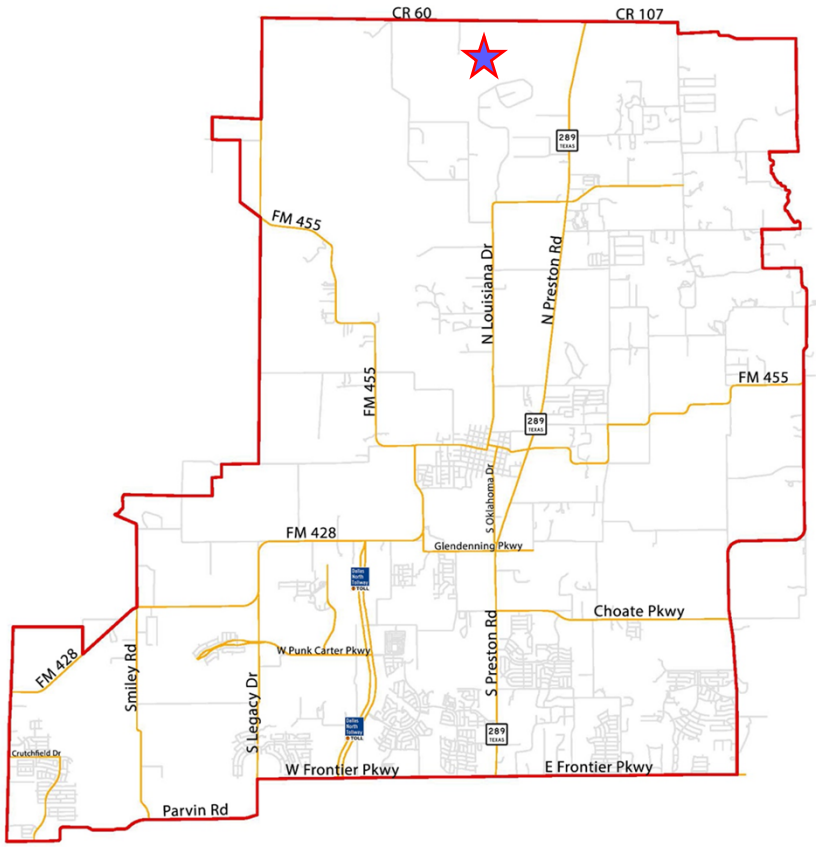
RASOR WRF
DESIGN AMENDMENT #1

December 10, 2024

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



PROJECT LOCATION





BACKGROUND INFORMATION

- In May 2023, Council approved a contract with Garver for the design of the Rasor Water Reclamation Facility. The contract is being amended to include the design of additional trees along the entrance with a bubbler irrigation system, a new concrete access road that meets the City of Celina Fire Department requirements, a new fence around the perimeter with Designmaster-style fence and brick columns, and brick veneers on all headwalls and exposed concrete.

- The amendment total is $229,910. Expenditure will not exceed the additional funds appropriated and committed to the existing purchase order.

DESIGN AMENDMENT #1



DESIGN AMENDMENT #1



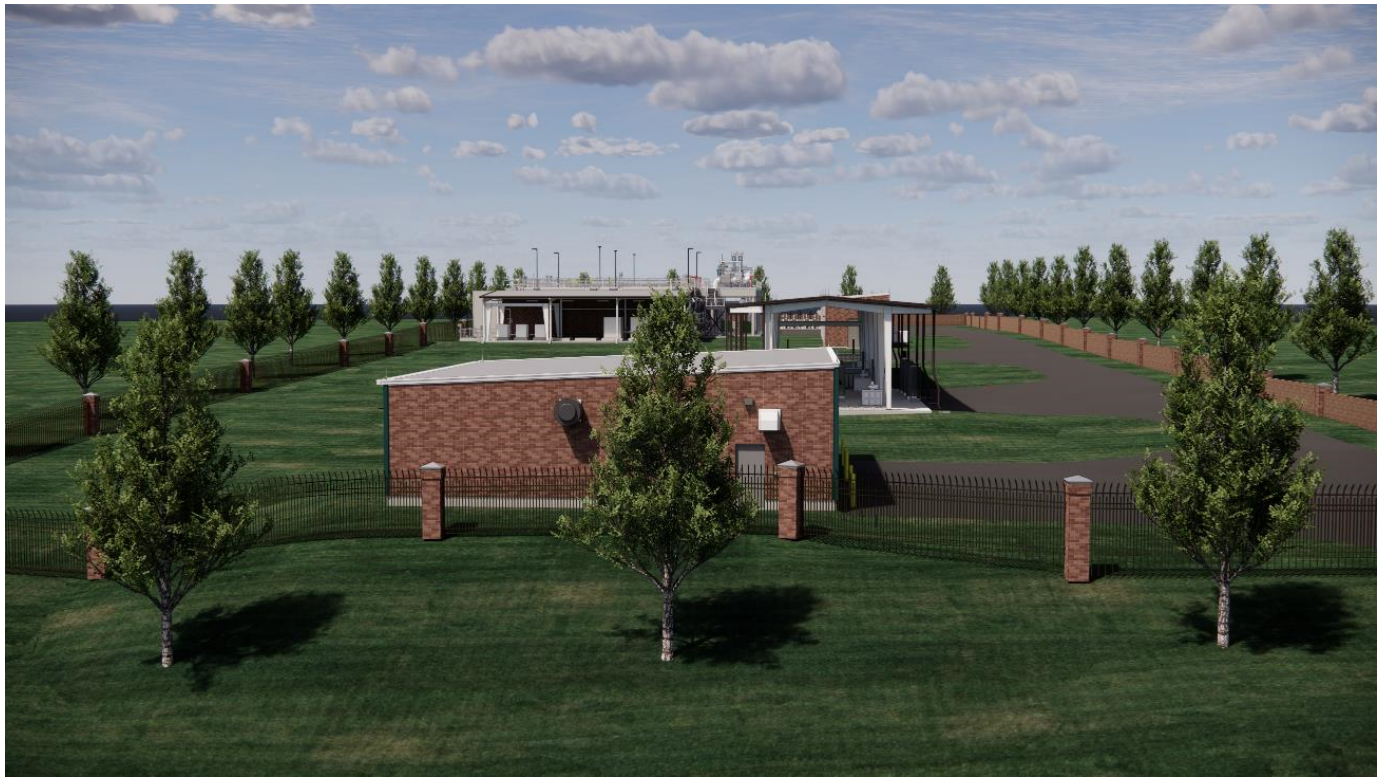
DESIGN AMENDMENT #1



DESIGN AMENDMENT #1



DESIGN AMENDMENT #1



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:	Linda Majeed
Date:	December 10, 2024
Re:	DNT FEMA Conditional Letter of Map Revision (CLOMR) Amendment 1, D40

Action Requested:
Consider and act to approve Amendment 1 for the Dallas North Tollway (DNT) Conditional Letter of Map Revision (CLOMR) with Halff Associates, Inc., for an amount not to exceed $10,000.00. (Glasgow)

Background Information:
In February 2024, the City executed a contract with Halff Associates, Inc. to conduct a floodplain analysis for the submission of a FEMA Conditional Letter of Map Revision (CLOMR) for Doe Branch Stream, located near the DNT extension north of Light Farms Way. The contract is now being amended to include additional data from the approved Letter of Map Revision (LOMR) (Case No. 23-06-2687P) for the area west (downstream) of the Dallas Parkway Southbound Frontage Road, to be incorporated into the CLOMR.

The original contract amount was $45,000.00. The amendment will increase the total contract amount to $55,000.00.

Legal Review:
The Amendment has been previously reviewed and approved.

Supporting Documents:
1. D40 - DNT_CLOMR_Amendment1_Halff
2. D40-DNT FEMA Conditional Letter of Map Revision (CLOMR) Amendment 1_ December Council Presentation

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

Staff Recommendation:
Staff recommends executing the amendment as presented.

AMENDMENT TO CONTRACT

FEMA Conditional Letter of Map Revision for the Dallas North Tollway

Amendment 1

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Halff Associates, Inc.**, (hereinafter referred to as the "Provider") for **FEMA Conditional Letter of Map Revision for the Dallas North Tollway**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

AGREEMENT

Amendment 1 modifies the following conditions to the original contract.

a. Exhibit A, Section 4.1 to now include the following scope of service:
   - Obtain the approved LOMR (Case No. 23-06-2687P) for the area west (downstream) of the Dallas Parkway Southbound Frontage Road.
   - Incorporate the approved LOMR hydraulic data into the pre-project and proposed conditions for the Doe Branch CLOMR.
   - Identify the pre-project and proposed water surface elevations using the effective discharges.
   - Evaluate the 100-year floodplain and floodway due to the proposed road improvements.
   - Conduct Quality Assurance/Quality Control (QA/QC) review of the updated hydraulic models.

b. Exhibit B to include an additional $10,000 for the Amendment 1 service for a total revised contract amount to $55,000.

c. Exhibit C will be extended by one (1) month to update the CLOMR models, perform QA/QC, and submit to the City of Celina for review upon execution of this amendment.

AMENDMENT

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

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

CITY OF CELINA	**Halff Associates, Inc.**
_____	_____
_____	Jarred Overbey, Vice President
Printed Name & Title	Printed Name & Title
_____	10/4/2024
Date	Date

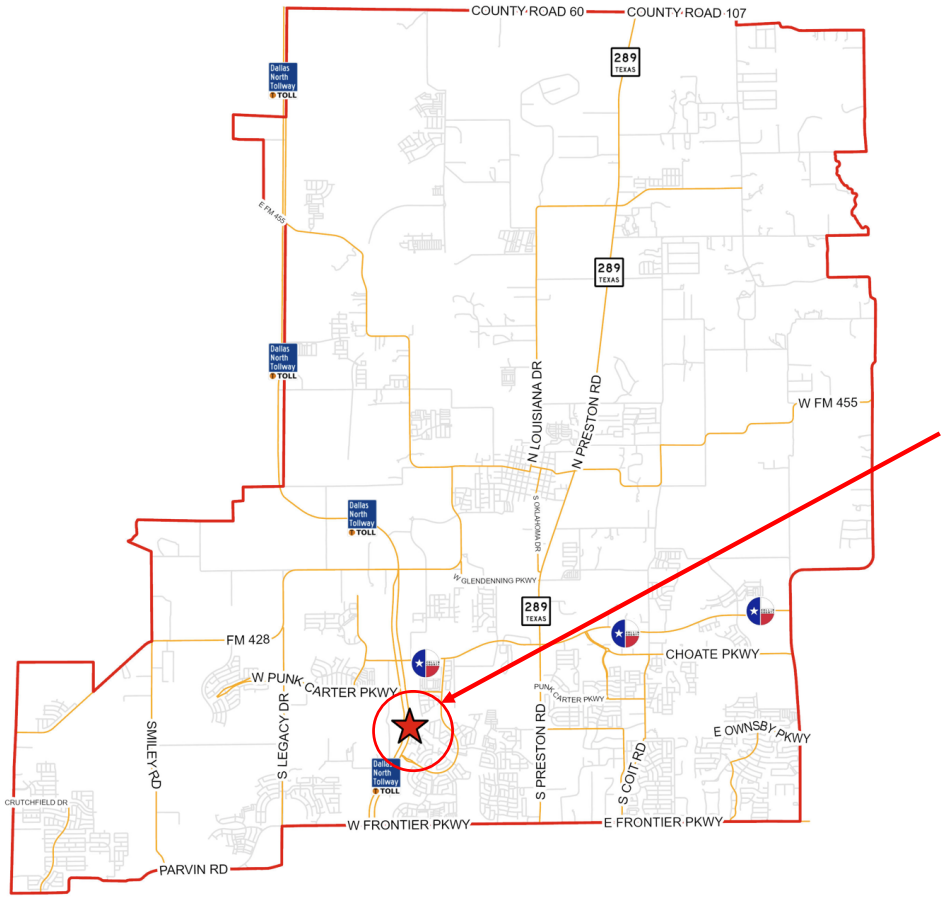
DNT FEMA CONDITIONAL LETTER OF MAP REVISION (CLOMR) AMENDMENT 1

December 10th, 2024

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



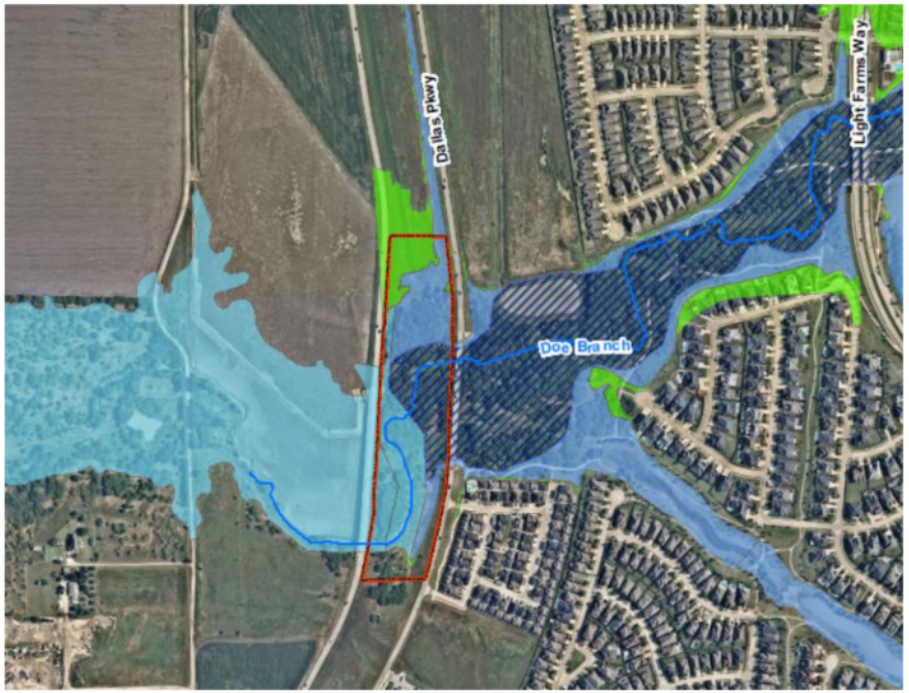
LOCATION MAP



Doe Branch Stream

BACKGROUND AND PROPOSED AMENDMENT

- On February 2024, the City executed a contract with Halff Associates, Inc. to conduct a floodplain analysis for the submission of a FEMA Conditional Letter of Map Revision (CLOMR) for Doe Branch Stream located near the DNT extension north of Light Farms Way.
- The amendment includes:
  - Obtain the approved LOMR (Case No. 23-06-2687P) for the area west (downstream) of the Dallas Parkway Southbound Frontage Road.
  - Incorporate the approved LOMR hydraulic data into the pre-project and proposed conditions for the Doe Branch CLOMR.



QUESTIONS?

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Melissa Thomas, Director of Marketing and Tourism
CC:	Robert Ranc, City Manager
Intiated by:	Melissa Thomas
Date:	December 10, 2024
Re:	Marketing Services Agreement with The Burdette Agency, Inc. DBA North Star Place Branding

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Action Requested:
Consider and act to approve a Marketing Services Agreement with The Burdette Agency, Inc. DBA North Star Place Branding + Marketing for an amount not to exceed $90,000.00. (Satarino)

Background Information:
In the Celina Economic Development Corporation's (EDC) 2021 Action Plan, the number one objective identified was to develop a marketing and promotion plan to identify marketing resources, targets, and budgeting to implement a marketing program. Following this directive, staff was tasked with developing a marketing plan.

As part of the marketing plan development, staff worked in collaboration with Alan Cooper, consultant with The Cooper Brand Code. The Consultant conducted brand audits, facilitated brand messaging workshops with community stakeholders, City leadership, EDC Board Members, developers, brokers, real estate professionals, and business owners. Assets created include a Celina EDC Messaging Strategy Guide, Brand Standards Guide, and the tagline "Hometown Spirit. Business Friendly."

Since 2021, the City of Celina has almost doubled in population, added significantly more jobs, and welcomed over 100 new businesses. With so much change, marketing assets need to be refreshed. It should be noted that marketing strategies are commonly refreshed every 3–5 years. The goal is a comprehensive strategy that will refresh and rebrand the EDC's marketing assets and collateral in accordance with the City's established identity, ensuring alignment with the EDC's evolving goals and the City's strategic initiatives. The EDC remains committed to retaining the City's "Life Connected." tagline as part of this effort and will work closely with the City's

Director of Marketing and Communications throughout the process to ensure consistency and alignment. This update will enhance our ability to effectively communicate Celina's growth story while preserving the strong branding foundation already in place.

Downtown will have its own dedicated marketing and branding strategy, reflecting its role as a unique destination and a key focus for the City. Unlike the Dallas North Tollway and Preston Road corridors, Downtown requires a tailored approach to highlight its distinct character and offerings. This strategy will address the area's specific needs, positioning it as a dynamic hub for business, culture, and tourism while reinforcing its importance in shaping the City's overall image. A separate Downtown strategy ensures this key area receives the dedicated attention it deserves while remaining consistent with the overall City brand.

To carry out this refresh, the CEDC formed a selection committee that included the Executive Director, Director of Marketing and Tourism, and City Director of Marketing and Communications. The RFP process was conducted through the City's Purchasing Department, resulting in seven proposals being reviewed. Following an extensive grading system, North Star Place Branding + Marketing was selected based on the agency's experience with economic development for smaller but emerging cities and its strong understanding of economic development and downtown branding knowledge. This refresh will further support the EDC and Downtown in achieving their objectives and positioning Celina for continued success.

Legal Review:
The CEDC Attorney has reviewed the attached agreement.

Supporting Documents:
1. Staff Presentation
2. North Star Place Supplier Response Proposal 1
3. ScoringDetail Initial Dept Evaluation
4. Agreement

Financial Consideration:
This Marketing Services Agreement is not to exceed $90,000.00. There is a $5,000.00 travel contingency.

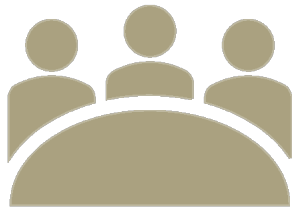
Staff Recommendation:
The CEDC Board recommends approval.

CELINA EDC MARKETING UPDATE

EDC Board Meeting

December 3, 2024

CELINA EDC MARKETING BACKGROUND



- Per EDC Action Plan 2021 - #1 priority develop marketing plan.
- Worked with Cooper Brand Code
  - Conducted stakeholder interviews with City leadership, EDC Board members, business owners, brokers, residents and community leaders.
  - Developed EDC Brand Guidelines and Messaging Guidelines.
  - EDC tag line created: “Hometown Spirit. Business Friendly.”
- Common for marketing strategy refresh every 3-5 years.

THE WHY – MARKETING AGENCY



- **Proposed Goal for Celina EDC Action Plan:** Establish Celina as a leading regional competitor by leveraging strategic initiatives, fostering innovation, and driving impactful growth across key markets.
- **2 primary economic development marketing focus areas**:
  - Prioritize marketing Downtown Celina - Be the unique City Strategic Plan by positioning Downtown to be a destination for visitors
  - Celina EDC Marketing - #1 Priority Action Plan
- Establish authentic brand story and assets and refresh marketing assets to align with explosive growth.

THE GOAL



- **The goal is a comprehensive strategy that will refresh and rebrand the EDC’s marketing assets and collateral** in accordance with the City’s established identity, ensuring alignment with the EDC’s evolving goals and the City’s strategic initiatives.
- **The EDC remains committed to retaining the City's "Life Connected." tagline** as part of this effort and will work closely with the City’s Director of Marketing and Communications.
- This update will enhance the EDC’s ability to effectively communicate Celina’s growth story while preserving the strong branding foundation already in place.

MARKETING AGENCY SELECTION PROCESS



Formal RFP selection process through City's purchasing department



Proposal review committee:

Anthony Satarino

Melissa Thomas

Joe Monaco



Committee selected 4 agencies to interview out of 7 proposal submitted



Agency selected:

North Star Place Branding + Marketing

NORTH STAR AGENCY



- Specific niche: Economic Development marketing for smaller but emerging cities and regions.
- Strong grasp of economic development and downtown branding knowledge with a unique understanding of complexities emerging growth communities face.
- Specialize in research, strategy, marketing, media and creative
- Based in Jacksonville, Florida
- Texas clients: Austin, Midlothian, McKinney, Georgetown, Cedar Hill, Denison

MARKETING PROJECT APPROACH – PHASE 1

- **Market research + brand strategy**
  - Stakeholder education
  - Research
  - Site visit & FAM tour
  - Key stakeholder interviews + focus groups
  - Online community survey + brand barometer
  - External perception study
  - Consumer awareness study
  - Insights + strategy
  - Competitive Positioning Review
  - DNA Definition Development
  - Research + strategy presentation

- Creative

  Insights and strategy transformed into tangible creative products that embody Celina EDC and Downtown (tagline, color, messaging, brand narrative, brand standards)

  Creative brief development

  Creative workshop / community workshop

  Custom deliverable development

MARKETING PROJECT APPROACH – PHASE 2

MARKETING PROJECT APPROACH – PHASE 3

- Action + Implementation of communications plan to begin repositioning Celina in the marketplace

Community communication + rollout guidance

Website audit + recommendations

Brand action ideas

Marketing + communications strategic plan

Comprehensive marketing strategy deliverables

Final report and presentation

NORTH STAR CASE STUD

ECONOMIC DEVELOPMENT CORPORATION
FAYETTEVILLE CUMBERLAND co.
CAN DO CAROLINA







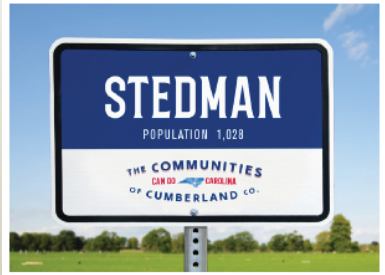
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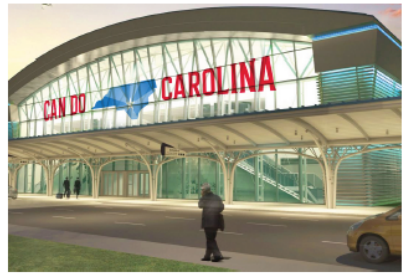
FAYETTEVILLE CUMBERLAND co.
CAN DO CAROLINA













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NORTH STAR CASE STUDI

FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

CUMBERLAND COUNTY
NORTH CAROLINA
Together, we can.

ECONOMIC DEVELOPMENT CORPORATION
FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA

CUMBERLAND COUNTY, NC
FAYETTEVILLE
AREA CONVENTION AND VISITORS BUREAU
CAN DO CAROLINA

GREATER FAYETTEVILLE CHAMBER
THE BUSINESS of CAN DO

FAYETTEVILLE CUMBERLAND CO. ARTS COUNCIL
SEE WHAT THE ARTS CAN DO

DOWNTOWN FAYETTEVILLE NC



FAYETTEVILLE NC
AMERICA'S CAN DO CITY











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NORTH STAR
PLACE BRANDING + MARKETING

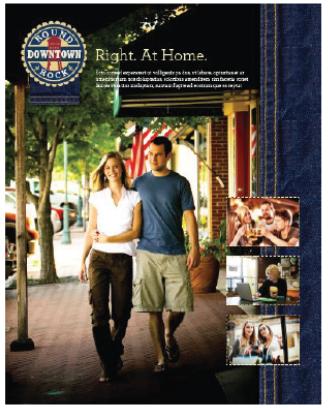
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NORTH STAR CASE STUDI





MARKETING EXPENDITURES

• Phase 1	Market Research + Brand Strategy	$30,000
• Phase 2	Creative	$30,000
• Phase 3	Action + Implementation	$30,000
• TOTAL	North Star	$90,000

- Agency comparison - Other bids ranged from $108,000 to $260,000
- Per Texas Local Government Code allowance Marketing / Advertising (10%) $256,000
- Rollover last fiscal year $49,000
- TOTAL amount allowed to be expended $305,000

STATEMENT OF QUALIFICATION FORM

INSTRUCTIONS

1. Complete the form in it's entirety.
2. Do not delete questions.
3. Table rows/cells may be increased to accommodate inserted information.

This document is used during the evaluation process and aids the evaluation committee.

Your cooperation is appreciated.

STATEMENT OF QUALIFICATIONS

EXPERIENCE

1. Provide the following information for a minimum of five comparable projects completed in the previous five years, preferably for sites located in the Dallas-Fort Worth Area.

Client 1

Client Name: City of Paris, TX
Client Location: Paris, TX
Primary Contact Person:
- Name: Maureen Hammond
- Title: Executive Director, Paris EDC
- Email: mhammond@paristexasusa.com
- Phone Number: 903.784.6964
Nature of Relationship
Duration of Relationship:
- How long has your firm been working with this client?
Since 2020
Type of Contractual Relationship:
- Describe the nature of the contractual relationship
(e.g., single project, multi-project, ongoing service agreement)
Single project
Scope of Services Provided:
- Outline the scope of work for one particular project

Comprehensive brand development for the City, EDC and Chamber of Commerce, including:

Community & stakeholder engagement

Primary research inside the community and in outside markets

Brand strategy

Brand creation

Creative deliverables

Brand action ideas formation

Launch and rollout strategy/guidance/PR

What went well in this project:

The alignment of all the key stakeholder groups in the community. We worked especially hard to bridge differences between the east and west sections of the City, which had historically seen things differently.

- What could have been done better:

We nor the client have any regrets about the process and the outcome.

Total Value of Contract:

- Provide the total value of the contract awarded by this client to your firm

$85,000.00

Contract Management

Amendments and Modifications:

- How frequently was the contract amended or modified?

NA
- What were the common reasons for these changes, if any?
NA
Additional Insights
Lessons Learned:
- Share any lessons learned from working with this client that have improved your firm's processes or relationships with other clients
The client has been delighted with the outcome. They even participated in an article about best practices that is now on our website: https://northstarideas.com/client-perspectives-paris-tx/. There were some struggles within the creative committee to arrive at the finalist tagline and logo. We learned to listen broadly and apply different perspectives to reach consensus.
Future Plans:
- Are there any planned future projects or ongoing engagements with this client? Provide details
While we did perform some follow up projects for them, we do not currently have a project planned with Paris. We're always here to support them, and we keep in touch with their exciting progress.

Client 2

Client Name: Opportunity Austin
Client Location: Austin, TX
Primary Contact Person:
- Name: Stacy Schmitt
- Title: SVP Communications & External Affairs
- Email: sschmitt@opportunityaustin.com
- Phone Number: 254.744.1210
Nature of Relationship

Duration of Relationship:

- How long has your firm been working with this client?

15 months (since the summer of 2023)

Type of Contractual Relationship:

- Describe the nature of the contractual relationship

(e.g., single project, multi-project, ongoing service agreement)

Rebranding and marketing planing for EDC that led to an ongoing service agreement

Scope of Services Provided:

- Outline the scope of work for one particular project

Comprehensive brand and marketing strategy development for Opportunity Austin, including:

Stakeholder engagement

Primary research inside the business community and in outside markets (Dallas & Houston to gauge perceptions)

Brand strategy

Brand creation

Creative deliverables

Economic development marketing plan

Launch and rollout strategy/guidance

Ongoing public relations

Website design and development

Life sciences vertical industry campaign development and implementation

What went well in this project:

The research was extremely illuminating to the client and led us to an exciting brand position and outcome that excited all of their investors and key stakeholders

- What could have been done better:
We nor the client have any regrets about the process and the outcome.
Total Value of Contract:
- Provide the total value of the contract awarded by this client to your firm
$77,000.00 + additional for ongoing work
Contract Management
Amendments and Modifications:
- How frequently was the contract amended or modified?
The contract was amended only once to include our management of a major life sciences campaign and ongoing PR support for the client after brand completion.
- What were the common reasons for these changes, if any?
Incremental scope
Additional Insights
Lessons Learned:
- Share any lessons learned from working with this client that have improved your firm's processes or relationships with other clients
We learned that new leadership to an organization can often (rightly) be cautious. We worked carefully to respect that caution while also trying to tell a captivating, exciting story of the Austin Region, given it's economic momentum.
Future Plans:
- Are there any planned future projects or ongoing engagements with this client? Provide details

Yes, we are managing public relations for Opportunity Austin and also support them for website maintenance.

Client 3

Client Name: Clark County, Nevada Office of Community & Economic Development (OCED)
Client Location: Las Vegas, Nevada
Primary Contact Person:
- **Name: Shani Coleman**
- **Title: Director of Community & Economic Development**
- **Email: Shani.Coleman@clarkcountynv.gov**
- **Phone Number: 702.455.6489**
Nature of Relationship
Duration of Relationship:
- How long has your firm been working with this client?
Since 2021 (3 1/2 years)
Type of Contractual Relationship:
- Describe the nature of the contractual relationship
(e.g., single project, multi-project, ongoing service agreement)
Ongoing service agreement
Scope of Services Provided:
- Outline the scope of work for one particular project

Comprehensive brand and marketing strategy development for the Clark County OCED, including:

Stakeholder engagement

Primary research inside the business community and in outside markets (to gauge perceptions)

Brand strategy

Brand creation

Creative deliverables

Economic development marketing plan

Launch and rollout strategy/guidance

Ongoing public relations

Ongoing creative services support

What went well in this project:

The client and elected officials have been delighted with the ED brand positioning "Bright Beyond the Lights," which sets up the story of what a smart business locale Clark County is and expands peoples' understanding of the region.

- What could have been done better:

We nor the client have any regrets about the process and the outcome.

Total Value of Contract:

- Provide the total value of the contract awarded by this client to your firm

$75,000.00 + additional for ongoing work

Contract Management

Amendments and Modifications:

- How frequently was the contract amended or modified?

We are now in our third year of contract renewal. The amendments were only to add scope and seek renewal.
- What were the common reasons for these changes, if any?
Positive momentum of the program and sucesses, which led to more support needs.
Additional Insights
Lessons Learned:
- Share any lessons learned from working with this client that have improved your firm's processes or relationships with other clients
We learned important insights on how to manage elected official preferences and areas of focus to be sure the brand incorporated them.
Future Plans:
- Are there any planned future projects or ongoing engagements with this client? Provide details
Yes, we have a robust ongoing scope of public relations, targeted industry trade show support and site selector-focused creative work.

Client 4

Client Name: City of Midlothian, TX
Client Location: Midlothian, TX
Primary Contact Person:
- Name: Laurie Lundberg
- Title: Communications and Marketing Director
- Email: laurie.lundberg@midlothian.tx.us
- Phone Number: 972.775.7109
Nature of Relationship
Duration of Relationship:

- How long has your firm been working with this client?
Since 2022
Type of Contractual Relationship:
- Describe the nature of the contractual relationship
(e.g., single project, multi-project, ongoing service agreement)
Single project
Scope of Services Provided:
- Outline the scope of work for one particular project
Comprehensive brand development for the City and key departments, including: Community & stakeholder engagement Primary research inside the community and in outside markets Brand strategy Brand creation Creative deliverables Brand action ideas formation Launch and rollout strategy/guidance/PR
What went well in this project:
There was immediate positive response from the community on the brand creative.
- What could have been done better:

The project was delayed due to busy schedules in Midlothian and some political matters that slowed the process. We urged a good pace to maintain creative energy but also tried to respect local factors. There was some client-agency tension that is unavoidable in this regard, but the client left the process feeling very satisfied, and the brand has been highly successful for them.

Total Value of Contract:

- Provide the total value of the contract awarded by this client to your firm

$86,000.00

Contract Management

Amendments and Modifications:

- How frequently was the contract amended or modified?

NA

- What were the common reasons for these changes, if any?

NA

Additional Insights

Lessons Learned:

- Share any lessons learned from working with this client that have improved your firm's processes or relationships with other clients

We learned to remember to always balance efficiency and healthy pace with the need to keep all local stakeholders aligned, engaged and confident.

Future Plans:

- Are there any planned future projects or ongoing engagements with this client? Provide details

While we did perform some follow up projects for them, we do not currently have a project planned with Midlothian. We're always here to support them and we keep in touch with their exciting progress.

Client 5

Client Name: Owatonna, MN Chamber of Commerce
Client Location: Owatonna, MN
Primary Contact Person:
- **Name: Brad Meier**
- **Title: CEO**
- **Email: BMeier@owatonna.org**
- **Phone Number: 507.451.7970**
Nature of Relationship
Duration of Relationship:
- How long has your firm been working with this client?
Since late 2021 (2 1/2 years)
Type of Contractual Relationship:
- Describe the nature of the contractual relationship
(e.g., single project, multi-project, ongoing service agreement)
Single project
Scope of Services Provided:
- Outline the scope of work for one particular project

Comprehensive brand development for the City and key departments, including:

Community & stakeholder engagement

Primary research inside the community and in outside markets

Brand strategy

Brand creation

Creative deliverables

Brand action ideas formation

Launch and rollout strategy/guidance/PR

What went well in this project:

The creative outcome was deeply reflective of the City's quality of place, history, and notable architecture, all while reflecting its exciting future.

- What could have been done better:

We nor the client have any regrets about the process and the outcome. In fact, the brand project just received an award from the state municipal association.

Total Value of Contract:

- Provide the total value of the contract awarded by this client to your firm

$95,000.00

Contract Management

Amendments and Modifications:

- How frequently was the contract amended or modified?

NA
- What were the common reasons for these changes, if any?
NA
Additional Insights
Lessons Learned:
- Share any lessons learned from working with this client that have improved your firm's processes or relationships with other clients
We enjoyed some helpful learnings on extending the brand across various partner agencies and departments (how to maintain brand consistency while giving each department a level of distinction).
Future Plans:
- Are there any planned future projects or ongoing engagements with this client? Provide details
While we did perform some follow up projects for them, we do not currently have a project planned with Owatonna. We're always here to support them, and we keep in touch with their exciting progress.

EXPERIENCE (Cont')

2. **Summarize why your firm is the most qualified for the project. Provide a full company background, including work with other EDC's.**

   We believe we are most qualified because North Star's specific niche is economic development marketing for smaller but emerging cities and regions. We combine a grasp of economic development and downtown branding knowledge with a unique understanding of what emerging growth communities face.

   The Burdette Agency, Inc. d.b.a North Star Place Branding + Marketing is based in Jacksonville, Florida and has been in business since 2000. Led by Will Ketchum and Patrick Golden, the North Star team is comprised of knowledgeable professionals who specialize in research, strategy, marketing, media, and creative.

3. **What is your firm's specialization? Please include any relevant experience with branding or economic development.**

   North Star's specialization is the branding and marketing of communities to help them achieve their goals for robust, sustained economic health.

   Our work expands from coast to coast, as we have worked with communities in 46 states over the last two decades. We have a love for Texas and work often in your state. Some of our Texas client communities include Midlothian, Paris, McKinney, Georgetown, Bee Cave, Denison, and Cedar Hill.

   Please view the attached addendum to see relevant project examples that encompass economic development and downtown branding.

4. **What information do you believe will help aid in the selection process?**

   Our track record of successful outcomes is the most important information Celina can understand. We believe our cases and references prove that our process captures the heart and soul of communities and translates that into actionable strategies. Also, in recent years, North Star has been awarded the 3CMA (City-County Communications Assoication's) Brand of the Year. Our process, strategic abilities and creative capabilities combine to make us a powerful partner to our client communities.

5. **What categories of work has your organization normally performed with its own forces? If you sub-contract, please provide a list of those sub-contractors, including resumes.**

   As a full-service, integrated agency, North Star services are comprehensive. While we do occasionally work with sub-contract partners for special projects (such as extensive video production or from-scratch website development), we perform the vast majority of our work in house and do not foresee the need to work with a sub-contractor for the Celina project. Our specializations include:

   - Research management
   - Strategy and planning
   - Brand and creative development/services
   - Media planning and buying
   - Photography and video production
   - Web and digital marketing
   - Social media strategy and management
   - Public relations and issues management
   - Program performance dashboarding and analytics

APPROACH

6. **What is your firm's philosophy regarding developing a Marketing Strategy?**

   We believe that insights (not personal preferences) must drive our marketing strategy efforts and recommendations. The Celina brand already exisits—but it is our job to uncover that core, authentic brand through conversations with people in the community. We lean on what we hear residents and stakeholders say about their community and what they see and feel. Then, we use our primary research to further confirm and expand our directions. Finally, we lean on experience. We have a firm grasp of what is effective in the marketplace. We balance innovation with accrued knowledge to form effective programs.

7. **Describe your firm's understanding of the role of municipal government and your role as the service provider.**

   This understanding is central to our work. The municipality is the steward of resident tax dollars and the principal service provider for their daily lives. After family, faith, and friends, community is everything to people. The municipality is the standard bearer for the community. As a service provider to the municipality, we take the role of storyteller and reputation manager very seriously. We have spoken several times at ICMA and understand the profession of municipal management well---and with great respect.

   Specifically, North Star will work closely with Celina's project leaders throughout this process. North Star will guide the overall process and provide biweekly updates to the Celina team. The bulk of the Celina team's work will come on the front end of the project, as we prepare for a multi-day site visit filled with a FAM tour, stakeholder interviews, and resident focus groups. As we enter the creative phase, we will ask the Celina team to assemble a small creative committee who will attend a handful of meetings to make decisions on the creative direction of the brand.

8. **What processes does your organization use to creatively engage municipal staff and the public during plan development?**

   Inclusiveness and understanding are critical to the smooth implementation of Celina's brand. Educating your employees, residents, and stakeholders on the purpose and possibilities of the brand and gaining their buy-in early in the process is important.

   At the beginning of the project, North Star will create a website that provides a high-level overview of the process and allows interested parties to sign up as Brand Ambassadors, who will support and promote the brand after its launch. Additionally, we will hold an open house during our initial site visit and share a presentation with residents and employees to tell them about the branding process and gather initial feedback. The Community Survey is an essential piece of our research phase. This survey allows people who live and work in Celina to share their perceptions of the community.

9. **Provide a detailed description of the approach for this project, including Celina's unique attributes and brand.**

Phase I: Market Research + Brand Strategy

Stakeholder Education

Educating your residents, businesses, and stakeholders on the purpose, process, and possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your stakeholders to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project.

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

Educational Presentation: North Star will give a presentation during the in-market trip to your Steering Committee, stakeholder groups, and/or residents in your community. We will collaborate with you to determine who your audiences are and what you want to convey. Then, we will craft the presentation to meet those goals and gather initial feedback on the branding initiative.

Community Engagement Website: This website provides a high-level overview of the branding process and serves as a hub for FAQs. When residents, stakeholders, or local media want to learn about the project or get involved, you can point them to this resource and have all the information in one place. The website includes an optional form that allows community members to share their stories, receive progress updates, and become Brand Ambassadors after the launch of the new brand. View an example of a live educational site for Johnson City, TN: brandjc.com

Research

A keen understanding of your community's situation is vital to brand development. We compile various research studies to point us in the direction we need to go to craft your brand story. From boots-on-the-ground conversations to quantitative survey panels, our goal is to discover all that makes Celina stand out and what opportunities lie ahead. As we learn about the assets of the EDC and Downtown, review current communications channels, and assess competitors' efforts, we lay the groundwork for two brands that are unique and true to the heart of your community.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to each

of your key internal organizations. We then meet with each group during the in-market visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, and more.

Research, Planning, Communications, + Media Audit: We conduct a comprehensive review of previous studies conducted by the City and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions, and market research. In addition, we review and analyze marketing materials, branding, logos, social media, and messaging from public and private sector partners as well as recent press related to Celina.

Site Visit + Familiarization Tour: Members of the North Star team will spend the better part of a week in Celina conducting research. An important part of this trip is a FAM tour of Celina's downtown area, attractions, restaurants, commercial sites, local businesses, retailers, parks, natural areas, and historic sites. We determine the tour itinerary with the help of Celina project leadership.

Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purpose of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of the Celina project leadership, we want to identify and speak to key stakeholders about Celina EDC and Downtown Celina (including EDC staff, city staff, board members, business community members, hoteliers, nonprofit and civic organizations, etc.).

Online Community Survey + Brand Barometer: Giving Celina residents and business owners a forum for sharing is important. We use some of the themes identified in the interviews and focus groups to craft a quantitative survey posted online for community-wide participation. The brand barometer, conducted as a part of the community survey, measures the strength of Celina's resident advocacy relative to the rest of the United States as a place to live, work, and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit.

External Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside of Celina to uncover contextual perspectives. In collaboration with the Celina project team, we compile a list of 20 identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness + Perception Study: For even more data-driven insights, this survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer

and non-consumer groups. For instance, perceptions and attitudes for those who have visited Celina will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues. This study measures:

- Overall awareness and perceptions of Celina
- Overall awareness and perceptions of competitor cities
- Measurements of Celina's delivery of quality of life indicators
- Consumer experiences in Celina
- Attitudes regarding Celina's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Celina after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Celina's position relative to the competition in the area. This review ranks each competitor based on their brand strength, economic development focus, and downtown branding.

Insights + Strategy

Celina's history, current situation, and plans for the future all have a place in the EDC and Downtown brand story. We look at the research to learn what emotions and sentiments Celina's brands carry, what its residents value, and how it stands apart from competitors. North Star derives insights from our data collection as we craft brand strategies that guide consumers—including residents, employees, and target audiences—to a desired emotional or behavioral response. We compile the insights into a succinct storyline that leads directly to strategic brand platforms (DNA Definitions) for both the EDC and Downtown. These positioning statements are the critical touchpoint for all branded activity moving forward and must be agreed upon before moving into the creative and action phases.

Situation Brief + Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell Celina's story.

DNA Definitions (Brand Positioning Statements): Based on those insights, guiding statements for the management and development of your brands are created. Although they will share similarities, we will create unique DNA Definitions for Celina EDC and Downtown Celina, individually. These definitions should serve as the touch point for all activity moving forward to bring consistency across the brand. Included in your DNA Definition is:

Target audience:	For whom Celina EDC / Downtown Celina has the most appeal
Frame of reference:	Geographic context of Celina
Point of difference:	What makes Celina EDC / Downtown Celina special
Benefit:	Why it should matter to the consumer

Here is an actual example of how this construct guided our client Clark County, Nevada and led to their “Bright Beyond the Lights” brand positioning:

Target audience:	For business upstarts and stalwarts tired of waiting in line,
Point of difference:	Clark County, Nevada, disrupts expectations and accelerates outcomes,
Frame of reference:	so you can reach the globe and make that little league game before dinner while enjoying a strategic location in the Western U.S.
Benefit:	where outdoor rec often outshines the Vegas neon.

Research and Strategy Presentation + Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definitions. We review the qualitative and quantitative analyses of Celina’s current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in person at larger stakeholder meetings, and the accompanying report is shared digitally.

Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Celina EDC and Downtown Celina. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks, and messaging (with brand standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Committee Workshop: A collaborative, interactive meeting between the North Star team and the Celina creative committee (a group of your choosing) will explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Downtown Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during our site visit or on a subsequent visit depending on scheduling. This workshop allows interested residents and business owners to hear about the process and provide their input. North Star will start the session with the educational presentation and then encourage attendees to provide their answers to character-based question prompts.

Straplines + Rationale (5 each): A strapline (tagline) is not the be-all and end-all for your brand, but it is the start of the story. As Celina EDC and Downtown Celina will have their own straplines and messaging, we will select the straplines apart from each other. North Star will provide a minimum of five different straplines for each entity, along with rationale for the strengths of each line. We will conduct trademark searches (via the United States Patent and Trademark Office website) and Google searches to make sure there is basic clearance for each line presented. Upon selection, your legal team is required to conduct a more thorough search to ensure its availability, potentially securing a trademark if desired and avoiding any conflicts once in the market.

Logos (5 each): Similarly to the straplines, Celina EDC and Downtown Celina will have their own, unique logos. However, we will craft these logos from similar creative elements so that the style is related and complementary. We will present a minimum of five logo options for each of the entities. We provide a round of revisions to your selected logo.

Color Palettes (2 each): Once your logo decision is made, we open up the possibilities visually by allowing you to select between two distinct color palettes. This is a key decision in how your visual brand identity will “feel” since color evokes emotion. While Downtown Celina and Celina EDC may have separate color palettes, we will ensure that the colors are complementary.

Downtown Brand Narrative: The narrative describes what makes Downtown Celina unqiue in artistic and compelling language for connecting with your consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches, and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Looks (2 each): We craft two different visual looks for the EDC and Downtown that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing, and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look for each entity, and it will be applied to all subsequent deliverables.

Brand Standards Guides: These guides contain all the necessary information for using your logos, color palettes, typefaces, language, and other key elements to ensure consistency across all mediums from any department or organization We provide digital and printed versions of the guides as well as InDesign files so you can edit them as necessary.

Custom Deliverables (8-10 total): To assist in the communication of the final brand concepts, we will work with you to identify a list of 8-10 custom deliverables split between Downtown and the EDC. This is a powerful addition as it brings the logos and designs to life through elements in the real world. The production of associated materials remains outside of this scope—the deliverables are visual examples. Options include, but are not limited to:

- Social Media Graphics
- Templates (Email Signature, Presentation, Newsletter)
- Website Homepage Layout
- Business Cards
- Letterhead
- Envelopes
- Brochures
- Building + Monument Signage
- Downtown Pole Banners
- Print and Electronic Advertising Merchandise (Apparel, Accessories, etc.)
- Built Environment Applications

Phase III: Action + Implementation

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Celina in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Our goal, and yours, is to make sure that the Celina EDC and Downtown Celina brands are the guiding principle for your future, not just a logo and line on your letterhead. This plan will be developed around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation.

Community Communication + Rollout Guidance: The first and most important audience for your brand and eventual campaign is your residents. To educate them on the process, the outcome, and the opportunity the new brands create, North Star will prescribe a community rollout plan that details the brands to all interested stakeholders

and residents so that they can see, understand, and embrace them before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Website Audit + Recommendations: North Star will perform an audit of the Celina EDC website and detail its strengths and weaknesses—including navigation, functionality, performance, and overall user experience. This audit will be conducted based on digital best practices as well as a comparative analysis against two other leading economic development websites as determined by either Celina leadership or North Star's historical record of work. North Star will then detail recommendations for an improved site architecture and content. Additionally, you may choose a website homepage layout as one of your creative deliverables, which will show how the brand can come to life digitally.

Brand Action Ideas (8): These are both high-impact, custom ideas designed to raise the profile of the Downtown and EDC brands and bring them to life in your community. Many of these ideas involve setting up the organization and cooperation that will propel your brands forward, while others serve as inspiration for brand adoption in creative and unique ways, leveraging place making and brand ambassadors. Many of these ideas may be accessible via a best practices knowledge-sharing database that North Star developed. These ideas will address brand touchpoints ranging from economic development activities, the arts, infrastructure, and more.

Marketing + Communications Strategic Plan: As a specialist in economic development marketing, our scope will also include forming the economic development action plan for Celina to go to market with—inspired by the Celina EDC DNA Definition. North Star will develop a comprehensive plan following this general framework:

- Business objectives (e.g. population growth, HHI, job growth, worker retention, investment, retail attraction, RFP receipts, etc.)
- Communications objectives (e.g. awareness, reach, frequency, inquiries, site visits, downloads,
- change perceptions, etc.)
- Target audiences definition, analysis, and quantification
- Target audiences key insights
- Key messaging articulation by market segment (corporate expansion/real estate decision makers, site selection consultants)
- Communication, PR, and social media strategy & tactics (aligned with your targeted industries)
- Annualized schedule and sequence of all tactics
- Annualized marketing activation budget by tactic
- Program measurement and evaluation (definition of all metrics by tactic)

Comprehensive Marketing Strategy Deliverables:

- Targets, Objectives, Strategy
- Core tactical recommendations and timing sequence
- Paid media strategy and approximate pricing
- PR, social media, and content recommendations
- Budget allocation
- Measurement and tracking approach

Final Report + Presentation: At the completion of Phase III, we compile your brands into a final presentation that summarizes the research and takes viewers through the foundational creative development as well as the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in, and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guides.

Phase IV: Evaluation (Future/Optional)

Evaluation + Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: Have responses to the brands among target audiences changed in the way the project intended? And have these changes resulted in action that will achieve the desired objectives of the brands?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, over two decades of community branding experience have shown us that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brands among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for more than a decade. These tracking studies are outside the proposed scope of work, but we wanted Celina to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

Social Media: We perform social listening audits for our clients and measure not only likes, shares, and friends but also qualitative factors, such as sentiment.

12-Month Follow Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important; in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to track your results and validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community.

PROJECT TEAM

10. **Provide brief resumes for the key personnel. Include name, education, professional qualifications, certifications, employment history, relevant projects, and their role in the project.**



Sam Preston | Senior Director of Project Leadership • Project Manager
Having lived in the west and the southeast, Sam is well traveled. Growing up in Idaho, he developed a natural wanderlust and a love of wide open spaces, viewpoints, and opportunities. His studies led him to Utah, and there he caught the marketing and branding bug at some of Salt Lake City's best branding agencies. As a Floridian, Sam now enjoys a different kind of wide open space with his growing family. With nearly a dozen years of experience advising clients, Sam is known as a highly organized, steady force at the table for every project. He is a champion of the client's interests, but with a keen eye for the brand and marketing approach that will serve them best.

Education: Utah Valley University



Roberto Muñoz | Vice President, Research + Market Insights
Writing, marketing, research—all done with careful accuracy and quick wit: Roberto is a five-tool player for the placemaking game thanks to his endless energy and versatile skill set. After a stint at a downtown Nashville marketing agency, Roberto joined North Star as a supportive teammate with a penchant for finding the right words—and numbers—to tell a community's story in vivid detail. Whether working on business development or a research presentation, he always looks to learn about unique towns and cities nationwide and about the character and voice that sets them apart. He also puts his dual language skills to work for our many clients that have Hispanic populations. After college, Roberto returned to the Music City to spend time with family and begin a career in advertising. If he's not poring over commas and decimal points, he's likely catching a minor league ballgame in Nashville's Germantown or making a seasonal pilgrimage to Wrigley Field in Chicago.

Education: The University of Chicago



Angela Brangaccio | Brand Strategy Director
Angela is a “place kind of person,” immersing herself in the soul of a community to help craft a distinctive brand. The places she’s called home include her birthplace of small-town Colorado, the island of Oahu in Hawaii, and Upstate New York. She has over a decade of experience in marketing, communications, and branding; previous clients include a Fortune 500 fintech company, a contemporary women’s fashion label, and a national chain of fitness clubs. Her expertise is the intersection of data and creativity, and building out strong strategies that are rooted in research. When she’s away from the office, she’s most likely adding stamps to her passport—she is a “place kind of person,” after all.

Education: University of North Florida



Robin Shattler | Community Development Manager
Raised in the heartland of Florida and having spent her college years on the plains of Auburn, Alabama, Robin has a soft spot for small-town America. With an education in business marketing and intercultural communication, Robin brings a love of learning and a keen eye for detail to the North Star team. Well-traveled and well-versed in all-things-marketing—including graphic design, social media, and research—she uses her skills to develop business relationships that result in lasting change in our partner communities. After the workday is over, Robin trades in her pencil and keyboard to read fantasy novels and Twitter trends and spends her weekends caring for her plants and cheering her sports teams on to victory.

Education: Auburn University



Patrick Golden | Executive Creative Director
With his background in history, passion for architecture, and love of a good story, Patrick loves learning about the place he hasn’t been, a town off the beaten path, or the true heart of a city. Combine these qualities with his love of strategy and design, and he is ready to distill all of this into design mark, logos, straplines, and narratives that are as authentic as the places they represent. And he’s got the awards to show it—dozens of Addys and an Effie for marketing effectiveness. Patrick has even painted the art on our walls and designed our office spaces. He’s a true Renaissance creative man. Being mistaken for a local is the greatest compliment you can pay Patrick. He always has a bag packed, a camera in his hand, and a sketchbook in his backpack, ready to rack-up as many miles and experiences as possible.

Education: Flagler College



Anita Carter | Senior Vice President, Creative Services
Driven by avid curiosity—be it learning the origin of a word or phrase or everything there is to know about a place—Anita is an explorer at heart. The need to know how things work and what "makes people tick" led her to a Psychology degree with a focus in marketing. From being on the team that developed some big consumer brands like the Cadillac Escalade to overseeing an international spa skincare brand and developing place brands in her home state of Florida, the desire to know what is going on "behind the curtain" has proven a truly valuable asset. At North Star, Anita gets involved at every level digging into research to help develop sound strategic foundations and bringing those ideas to life through big ideas, expressive writing, and creative expressions. When she's not busy figuring things out, Anita is exploring the world with many of her adventures taking her to wine growing regions, a passion she shares with her husband.

Education: Florida State University



Amy Ploss-Samson | Creative + Operations Manager
Originally hailing from Pennsylvania, Amy spent time in Savannah earning a Bachelor of Fine Arts from SCAD, established her career as a dynamic creative force in Jacksonville, Florida and spent three years in Japan before returning to Jacksonville and joining the North Star team. With over 15 years of experience in advertising and marketing along this path, it is safe to say her creative influence transcends borders. With a deeply rooted passion for visual storytelling and artistic expression, Amy brings her keen ability to uncover what is truly unique and a discerning eye for detail together to help bring brand stories to life for North Star clients. In her downtime, you can find Amy having adventures with her son and husband, hosting backyard BBQ's for friends and family, and searching for her next vintage treasure.

Education: Savannah College of Art and Design



Haley Yacavone | Art Director
Originally from just outside of New Orleans, Haley has spent most of her life right here in Jacksonville, Florida. Since high school she's been on the fast track to jump straight into the bustling Advertising industry. Haley graduated from University of South Florida in 3 short years with her Bachelor's in Advertising and soon after moved to Richmond, Virginia to obtain her Master's in Art Direction from the renowned Brandcenter program. She firmly believes that nothing is out of reach when you have wit and determination at your disposal. When Haley isn't diversifying her skillset to wow our clients, you can find her throwing tennis balls for her dogs or playing poker with friends and family.

Education: University of South Florida | MA, Brandcenter



Jordan Flippin | Art Director
Perseverance, dependability and teamwork. These are the skills Jordan is known to exhibit in everything he does. A Jacksonville native but no stranger to small-town America, he understands that a brand sends a powerful message about who and what you are, and what sets you apart from the competition. With over six years' experience in creative solutions and project management, Jordan works relentlessly to produce impactful creative and strategies that lead communities toward their preferred futures. When Jordan isn't learning a new tool in Photoshop, you can find him on the soccer field with his friends or traveling with his wife exploring somewhere new.

Education: University of North Florida



Tyler Holder | Vice President, Strategic Communications
While a Florida native, Tyler's career and curiosity often takes him well beyond state lines. From supporting economic development projects to managing community initiatives across the U.S. and beyond, Tyler brings a wealth of experience in public relations, content creation, and social media management to our team. Whether it's developing the positioning for a place marketing campaign or navigating complex, multi-layered local issues, his integrated mindset ensures we approach each project holistically, considering all perspectives and opportunities. As an avid and steadfast Jacksonville Jaguars fan, Tyler takes time away from the office to venture into a couple away stadiums in his teal and black each year—from New York, Houston, Nashville, Seattle, and more.

Education: University of North Florida



Sydney Gorak | Social Media + Content Manager
Fueled by a passion for journalism, Sydney brings creativity and excitement to developing content that brings North Star and our client's social media handles to life. Born in Maryland and spent time in Pennsylvania before settling in Florida, Sydney has a passion for discovering what makes a place a community. Sydney's copywriting, social media marketing, and brand building experience pair nicely with our integrated team. When not focusing on our client's social media efforts, you can find Sydney snapping photos or spending time on the beach.

Education: Flagler College



Mark Stevens | Executive Vice President, Digital Marketing
With more than 25 years in marketing and operations, Mark is our go-to guy for streamlining the processes that help us produce great work for each and every place we represent. His rich background spans Fortune 1000 companies and global leaders like FedEx. Much like his affinity for making music, Mark applies the same commitment and perfectionism to creating an excellent return and results for our agency and our clients. When he isn't focused on improving operations for clients or playing guitar for intimate audiences, he enjoys spending time with his family. With an MBA from Vanderbilt, Mark never takes his eye off the bottom line while shaping the policies that impact our clients' successes, too.

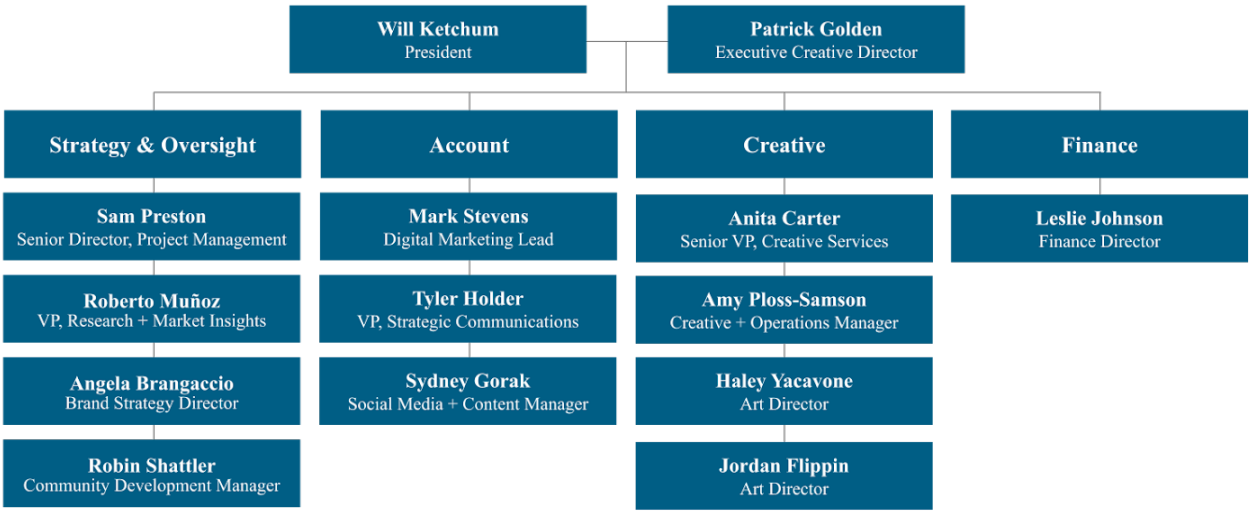
Education: University of Florida | MBA, Vanderbilt University



Will Ketchum | President • Leadership + Strategic Oversight
Communities are everything—spirit, pride, livelihoods, ambitions, friendships, recreation, and most of all, home. With that point of view, Will is as passionate about community and place branding as they come. From our Jacksonville office, he manages North Star operations and is always close to clients and our work. He's advised Fortune 1000 companies, major metros, and rural counties on marketing and brand strategy over his 30 years in the agency business and has a particular focus in community economic development. He has led a community-wide visioning process to create a competitive global identity for Jacksonville which involved a wide array of city leaders, stakeholder groups, and sponsors. Will has never seen a trail he didn't want to take—whether it's traveling to solve branding challenges in amazing client communities or traveling for fun with his family.

Education: Vanderbilt University | MBA, University of North Carolina at Chapel Hill

11. **Include an organizational chart for the team assigned to this project.**



TIMELINE

12. **Provide a timeline along with milestones for project delivery.**

Getting Started Call	Week 1
Phase I *Market Research + Brand Strategy*	
Situation Analysis	Weeks 1 - 2
Research + Planning Audit	Weeks 1 - 2
Communication + Media Audit	Weeks 1 - 2
Community Engagement Website	Weeks 1 - 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey + Brand Barometer	Weeks 4 - 8
External Perception Study	Weeks 6 - 10
Consumer Awareness + Perception Survey	Weeks 8 - 10
Competitive Positioning Review	Weeks 8 - 10
Situation Brief + Insight Development	Week 11
DNA Definition Development	Weeks 11 - 13
Research + Strategy Presentation	Week 14

Phase II *Creative*

Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop	Week 15
Foundational Creative Development	Weeks 16 – 24
Custom Deliverable Development	Weeks 25 – 27

Phase III *Action + Implementation*

Community Communication + Rollout Guidance	Weeks 28 - 30
Website Audit + Recommendations	Weeks 30 - 33
Brand Action Ideas	Weeks 30 - 35
Marketing + Communications Strategic Plan	Weeks 30 - 35
Final Report + Presentation	Weeks 35 - 36

Proposed Timeline	**36 Weeks**

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 36 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.

COST

13. **Provide a detailed budget to provide the services outlined in this solicitation. The budget should outline, at minimum, strategy development, creative work, implementation, and support.**

Partnering with Celina EDC is not a responsibility we take lightly. If it becomes necessary, we are interested in collaborating with Celina project leaders and stakeholders to create an even more custom scope of work for perfecting this important initiative.

Phase I. Market Research + Brand Strategy	$30,000
Phase II. Creative	$30,000
Phase III. Action + Implementation	$30,000
Total	**$90,000**

This cost proposal has been calculated with consideration to third party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of $195/hr. Travel & miscellaneous are additional (pass-through basis).

14. **Please include a fee schedule with hourly rates for future work not associated with this scope.**

    North Star will invoice the client in (3) installments for the branding initiative following the completion of scheduled milestones and deliverables, as follows:

    The first payment of $30,000 will be billed at the start of the project.

    The next third, or $30,000, will be billed at the completion of the research and strategy presentation.

    The final payment of $30,000 is due upon project completion when all creative files are delivered.

    Travel and other expenses are billed on a pass-through bases as incurred.

    Future work outside of this scope will be billed at North Star’s blended rate of $195/hour.

NORTH STAR

CASE STUDIES

FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA

CHALLENGE:
Regionalism is hard. Most don't even attempt it. But Fayetteville and Cumberland County in North Carolina are not most places. You probably know something about this strategic spot in the Carolinas. It is home to Fort Bragg, the world's largest US military installation. But it is by no means one-dimensional. The region brought together every aspect of the place — Cities, County administration, Economic Development and Tourism organizations, Chamber, the Arts, Downtown, and more — for this effort. They knew that the benefit of coming together is working together towards an updated narrative for the region.

INSIGHTS:
North Star found that the military strength of Fort Bragg certainly shapes the dynamics of the region, but that the region shapes the lives of the military. Getting boots on the ground within hours across the globe is not possible without the boots on the ground in Cumberland County (especially those not in the military). Lifelong residents, immigrants, artists, entrepreneurs, and service members and their families in the region share a commitment to readiness, concrete action and determination: Fayetteville and Cumberland County stand united by the lessons of its history, the lifeblood of traditions, and the promise of its future. It's an obligation and a duty here to make things happen for the country, the community and one another. As one voice from the research simply put it, "We can, so we must."

BRAND STRATEGY:
North Star recommended targeting those who seek a comfortable southern location with a vibrant, youthful energy that comes from highly trained professionals with a global perspective who are as supportive as they are driven in the pursuit of goals and dreams (yours and each other's).

The creative challenge with so many partners committed to a regional approach while requiring their own individuality was significant. A diverse color palette celebrates the global cultures that the region and its partners enjoy. Consistent typography communicates strength and the area's welcoming nature. Shared elements like the star provide a connection and structure for integration. But it is language and vocabulary that will connect the dynamic parts of the region. as they invite interest and investment. In its own way, each partner needs to make "can do" the go to for their organization in service and generosity. This will serve each partner well and advance recognition for the whole. Collectively, "CAN DO Carolina" serves as an invitation and an anthem for the region. It certainly reflects the collaborative spirit and commitment to regionalism demonstrated during this project. And that made for a successful coordinated launch for the regional brand, with so many partners on board showcasing how it works for their organization while elevating the region.

ECONOMIC DEVELOPMENT CORPORATION
FAYETTEVILLE CUMBERLAND co.
CAN DO CAROLINA







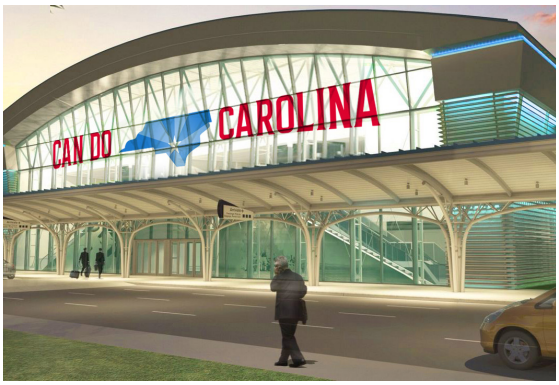
FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA













FAYETTEVILLE NC
AMERICA'S CAN DO CITY













FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA

FAYETTEVILLE NC
AMERICA'S CAN DO CITY

CUMBERLAND COUNTY
NORTH CAROLINA
Together, we can.

ECONOMIC DEVELOPMENT CORPORATION
FAYETTEVILLE CUMBERLAND CO.
CAN DO CAROLINA

CUMBERLAND COUNTY, NC
FAYETTEVILLE
AREA CONVENTION AND VISITORS BUREAU
CAN DO CAROLINA

GREATER FAYETTEVILLE CHAMBER
THE BUSINESS of CAN DO

FAYETTEVILLE CUMBERLAND CO.
ARTS COUNCIL
SEE WHAT THE ARTS CAN DO

DOWNTOWN FAYETTEVILLE NC

In Fayetteville and Cumberland County, we stand united by the lessons of our history, the lifeblood of our traditions, and the promise of our future. We stand ready, sharing a duty to make things happen for our country, our community, and one another. It's just what we do.

For generations, we have been the place that gets things done and moves people forward in the Carolinas — a community shaped by hard work and determination. A place where everyone is at ease. Inside of us all, there is a drive...

To help neighbors and strangers in need,
To make travelers and transplants feel at home,
To find adventure just outside the front door,
To fill the world with color and sound,
To spark ideas that lead to new solutions,
To advance the potential of every person,
To teach the next generation of doers,

Together, we uphold a legacy of service and altruism, innovation and creativity, diversity and openness. Together, we achieve what others cannot. Because we stand united by the conviction that we can do anything.

We are Can Do Carolina.



CHALLENGE:

Leaders wanted residents of the community of Round Rock to view charming Downtown Round Rock as the natural choice for shopping, dining or playing. Rather than going head to head with nearby Austin's renowned nightlife, the key was to create a complementary identity that positioned this special place as the easy, comfortable and welcoming way to escape the everyday.

INSIGHT:

Like your favorite pair of jeans, Downtown Round Rock is something nearby residents can slip into at a moment's notice, instantly shedding the stresses of the day. Unpretentious but utterly captivating, this unique Downtown relies on its history for its architectural charm, but the upbeat vibe and welcoming attitude are 100% the result of the merchants and restaurateurs who have located their one-of-a-kind businesses there. Downtown Round Rock feels like home, except everyone else is taking care of you.

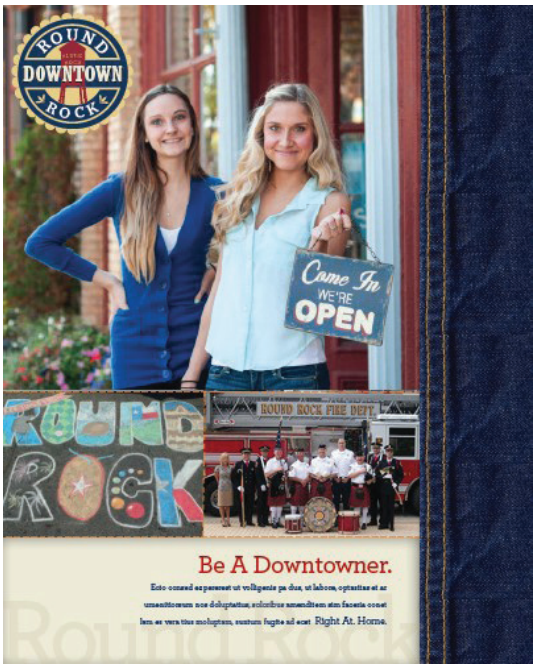
BRAND STRATEGY:

The line "Right at Home" invites visitors to make themselves at home even as it touts the benefits of getting away from the stresses of everyday life without any of the hassles that a night out usually implies. After all, when things are so right in Round Rock, why wouldn't you stay right at home? The logo uses the historic water tower as its center piece and feels warm and inviting with a hint of vintage. The visual look for the brand uses vibrant photography with touches of denim, reinforcing that "comfortable as your favorite jeans" feel. The denim touch is carried through in places like pole banners and merchant aprons.

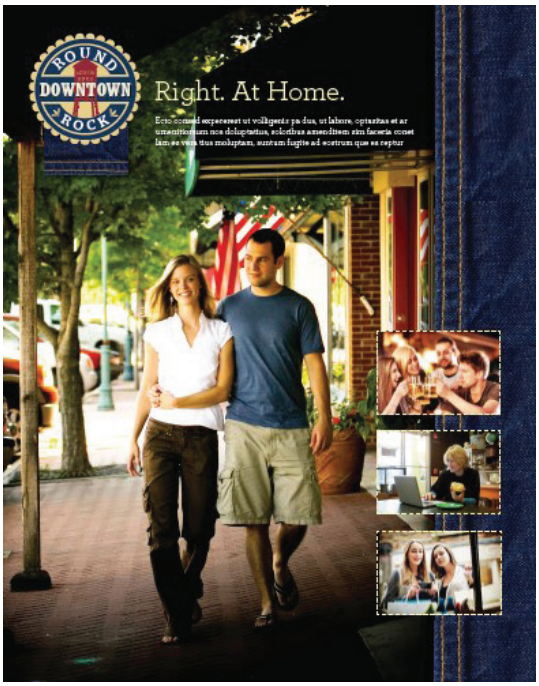

ROUND
ROCK
DOWNTOWN
ROCK
Make Yourself Right. At Home.


ROUND ROCK
ROUND
ROCK
DOWNTOWN
RIGHT. AT HOME.


ROUND
DOWNTOWN
ROCK


ROUND
DOWNTOWN
ROCK
Come In
WE'RE
OPEN
ROUND ROCK FIRE DEPT
ROUND
ROCK
Be A Downtowner.
Right At. Home.


ROUND
ROUND
ROCK
DOWNTOWN
ROCK
WELCOMES YOU


ROUND
DOWNTOWN
ROCK
Right. At Home.

PARIS
TEXAS
Where Texans Reach Higher

CHALLENGE:

Being "the other Paris" heaps a lot of expectations on a city. Paris, Texas holds up just fine in that regard. Their larger challenge is capturing their rightful share of Texas's significant economic growth at more than 90 miles northeast of Dallas, which puts it just outside the ever-expanding Metroplex. Paris leaders knew they had something special—a combination of comfortable, small-town living with resilient, hard-working people, striking architecture, a solid manufacturing base fueled by ample water supply and an untouchable intangible—optimism. Major corporations like Campbell's Soup and Kimberly-Clark had already figured out the charms of Paris. The hope with improved branding was to expand the City's appeal to attract more employers, visitors and new residents migrating north from crowded Dallas and from all around the country in the midst of and following the COVID migration.

INSIGHT:

Paris's fundamentals were quite strong. So, while tempting, it didn't need to try and leverage its name anymore than it already had via its replica Eiffel Tower visitor attraction. The research process of course included a thorough examination of whether leveraging its name and French connection made sense, but ultimately North Star and Paris leaders concluded it did not. The overwhelming point of leverage was that the people and workforce of Paris exhibited remarkable vision, perseverance, work ethic and grit. From their North Texas location, throughout history they reached higher and made things happen. Even when the city burned in 1916, leaders hung a sign the very next day to inspire hope and conviction. The sign read, "SMILE." That same spirit of optimism is alive today and forms the central leg of their competitive story.

BRAND STRATEGY:

Leveraging its northern location, spirit of determination, and with a wink to the direction its Eiffel Tower points, North Star created the "Where Texans Reach Higher" strapline to convey the special makeup of Parisians. The brand narrative tells that special story from 1916, then repeats the theme again referencing tornado recoveries and other victories over adversity the City has faced. In every case, they reached higher and prevailed. The new brand tells Employers they can expect that same level of focus, determination and goodwill every work day. Visitors can expect top notch hospitality. Residents can expect a higher level of service. In a community that values history and traditions, the new brand was met with great acceptance and found itself on a water tower within three months of the launch!

PARIS
TEXAS
Where Texans Reach Higher

















PARIS TEXAS
ECONOMIC DEVELOPMENT CORPORATION

Where Texans Reach Higher











DOWN TOWN Maryville
the More the Maryville

CHALLENGE:
Downtown Maryville is the dynamic center to one of the most lauded towns in Tennessee. At the entrance to the peaceful (not plastic) side of the Smokies, the vibrancy, charm, and potential of this area often goes unnoticed as people pass through to the national park. Even Maryville residents look beyond their own downtown and venture to Downtown Knoxville. The City of Maryville and Downtown businesses needed a way to elevate the regard and pride that people have for Downtown as a place to live, visit, and do business.

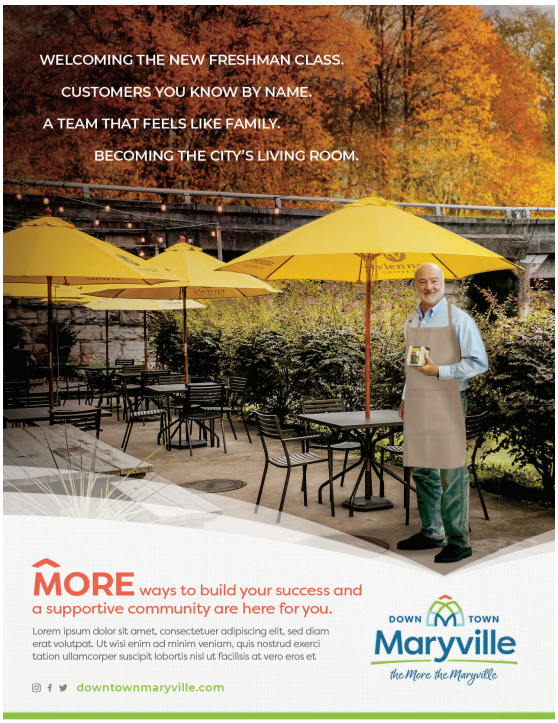
INSIGHT:
Research revealed a demonstrative presence of personal interactions throughout Downtown—whether you are a visitor, business owner, or Maryville resident. There is a range of experiences and operators Downtown who are welcoming and generous with their time and talent. The picturesque district is set against the mountains, greenbelt, and historic architecture. And it is never short on youthful energy with Maryville College included in the Downtown footprint. Downtown Maryville's smaller size is manageable with interesting exchanges throughout, while its entrepreneurial, collaborative spirit is attractive to many. A strong sense of community and belonging rewards people with memorable and consequential experiences for families, friends, visitors, and customers. It is certainly a place of opportunity and should be recognized as such as awareness broadens. Downtown Maryville should soon be known to more for more.

BRAND STRATEGY:
Don't you love it when you find somewhere that feels just right? Downtown Maryville is one of those rare places. It is an enviable reward for initiators and collaborators who prefer the agility of something smaller. This authentic downtown makes what you spend here (family time, money, tuition, time outdoors, investment, etc.) feel meaningful and purposeful.

The More the Maryville line phonetically is similar to "the more the merrier" and indicates that all are welcome and, in fact, each person amplifies the experience. The line speaks to the idea that something great is building in Downtown Maryville, and there is room for meaningful connections and growth without being crowded or chaotic. It invites interest that there is more going on in Maryville and its Downtown than expected. Its friendly and invitational tone is fun and memorable.

The icon is inspired by the historic architecture of downtown and given a slightly more modern feeling with line connections, mountain elements, and embedded "M." Clearly legible sans serif fonts are used as the bases for the wordmark and the use of the upper and lower case for "Maryville," along with some customizations to the letter forms, creates a friendly, welcoming feeling. The tone is accentuated by the slightly curved underline and handwritten strapline treatment.

DOWN TOWN Maryville
the More the Maryville















SIOUX FALLS
WHERE **EXTRA** IS ORDINARY

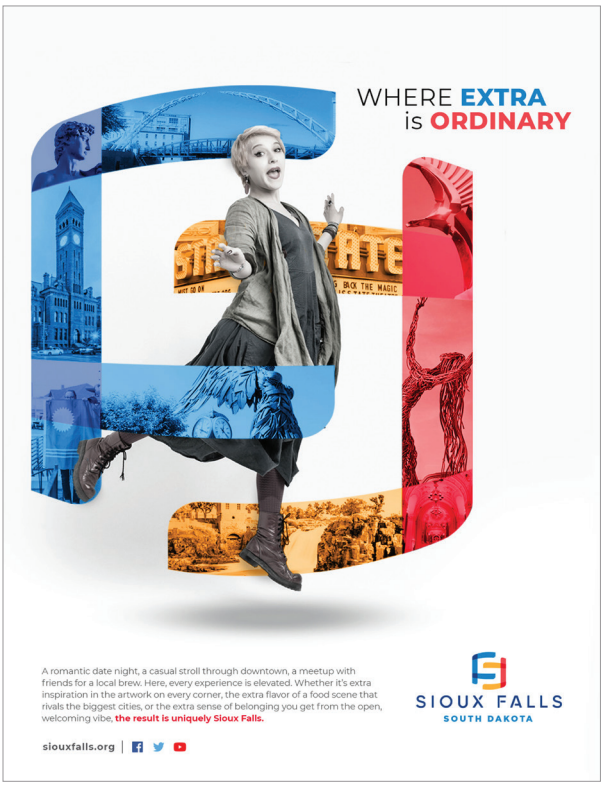
CHALLENGE:
Is it true that the outcome of coming together is working together? Sioux Falls decided to put that to the test. Multiple organizations wanted to maximize their own efforts by pursuing an integrated brand identity that delivered consistency but retained individuality. Could economic development, tourism, municipal, downtown, and arts interests align strategically and visually? Is the essence of strategy really sacrifice?

INSIGHTS:
Brand advocacy in Sioux Falls is already extraordinary. There are scores of brand ambassadors at the ready to sing the city's praises. Research revealed that exceeding expectations and going the extra mile is just standard here. This is a community that is always thinking ahead in new and innovative ways, a habit that spans public, private, and personal interests all while coalescing around a strong sense of community. Economic diversification is a hallmark of the community, as is an almost pervasive entrepreneurial spirit. The quality of life is enviable and surprises most who are unfamiliar. Sioux Falls has always invested in its people, its place, and its progress. That continues today and delivers great opportunity on the Great Plains.

BRAND STRATEGY:
Sioux Falls is the economic engine and cultural center for the broader region on the Northern Great Plains and invites givers and doers who want to make an impact. The community has a long legacy of investing in its people and progress in ways that foster a sense of belonging and deliver outsized opportunities. It's no wonder that the community enjoys so much enthusiasm and pride.

The logo is a creative interpretation of the 'SF' monogram. The mark creates a shape that is both active and centered, conveying the community spirit and forward-thinking nature of Sioux Falls. A clean, modern typeface is accented with special touches to some characters, giving the word mark a little something extra, a memorable personality of its own. The line speaks directly to the extra effort, support, and opportunity that is uniquely Sioux Falls. It easily applies to all audiences from community residents to economic development to tourism and beyond. It captures the energy and personality of the place and its residents in a meaningful and memorable way.

Sioux Falls is well on its way with an integrated identity with language and visuals that resonate with its range of audiences. So it looks like the outcome of coming together is succeeding together.

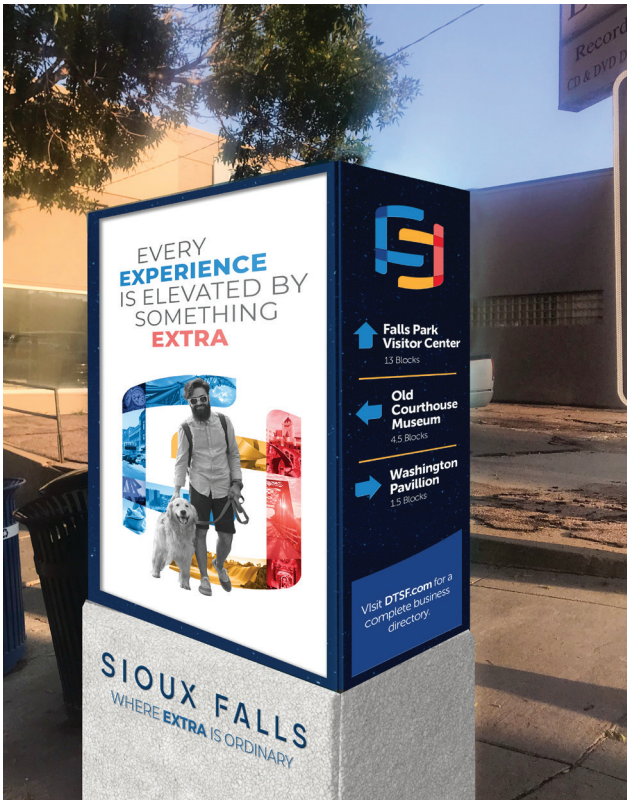


SIOUX FALLS
WHERE EXTRA IS ORDINARY









SIOUX FALLS
WHERE **EXTRA** IS ORDINARY

DOWN TOWN | SIOUX FALLS

SIOUX FALLS
DEVELOPMENT FOUNDATION

GREATER
SIOUX FALLS
CHAMBER OF **COMMERCE**

FORWARD
SIOUX FALLS

Supplier Scoring Summary **2024-126 - EDC Marketing Services - Scoring Round - Department**

Supplier	Rank	Score	Bid Evaluation	Experience	Client Project 1	Client Project 2	Client Project 3	Client Project 4	Client Project 5	Experience of the Firm	Approach	SOQ Question 6	SOQ Question 7	SOQ Question 8	SOQ Question 9	Project Team	SOQ Question 10	SOQ Question 11	Timeline	SOQ Question 12	Request for Proposal	Cost - Formula based
		100		5.00	5.00	5.00	5.00	5.00	25.00		3.00	3.00	3.00	6.00		13.00	2.00		10.00		10.00	
North Star Place Branding + Ma	1	97.50		5.00	3.00	5.00	5.00	5.00	25.00		3.00	3.00	3.00	6.00		13.00	2.00		9.50		10.00	
Brunch and Slay	2	84.83		4.00	4.00	3.50	4.00	3.50	20.00		3.00	3.00	2.00	6.00		11.50	2.00		10.00		8.33	
Hot Dog Marketing	3	73.83		5.00	4.00	3.00	4.00	5.00	16.00		2.00	2.00	2.00	5.00		8.00	2.00		8.00		7.83	
The Barber Shop Marketing	4	72.60		4.00	3.00	4.00	5.00	5.00	18.00		2.00	2.00	2.00	4.00		9.00	2.00		9.00		3.60	
Launch Agency LP	5	27.66		1.00	1.00	1.00	1.00	1.00	3.00		1.00	1.00	1.00	1.50		2.00	1.00		4.50		7.66	
M. Roberts Digital	6	23.56		1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		5.00	1.00		4.00		3.56	
Impact Marketing Co.	7	19.16		1.00	1.00	1.00	1.00	1.00	1.00		1.00	1.00	1.00	1.00		1.00	1.00		2.50		4.66	
		57.02		3.00	2.43	2.64	3.00	3.07	12.00		1.86	1.86	1.71	3.50		7.07	1.57		6.79		6.52	

Client of Celina Economic Development Corporation (CEDC), Texas
Standard Contract for Services

This Agreement is made by and between the **CEDC**, a Texas non-profit corporation (Client), and **The Burdette Agency, Inc DBA North Star Place Branding + Marketing** (Provider) for **Marketing Services** (Project). In consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Client and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The Client agrees to retain the Provider for **Marketing Services**. The Provider agrees to provide services relative to the following Project: **Marketing Services** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and **Exhibit A**, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the Client in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the Client. Time is of the essence for this Agreement, and work will commence immediately.

4. **CONTRACT PERIOD.** The contract period for this Agreement is one year from the effective date of the contract, with the option to renew for up to four additional one-year terms.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit B**, attached hereto, and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed as outlined in **Exhibit B.**

7. **INVOICING.** Invoices should be prepared and submitted to the Client for payment in accordance with Exhibit A. Invoices should be mailed to Celina Economic Development Corporation, ATTN: Josh McCarroll, 302 W Walnut St, Celina, TX 75009.

8. **INFORMATION PROVIDED BY THE CLIENT**. Although every effort has been or will be made to furnish accurate information, the Client does not guarantee the accuracy of the information it furnishes to the Provider.

9. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain the insurance requirements set forth in Exhibit B throughout the duration of this Agreement. Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION. THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CLIENT, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH**

DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the Client nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the Client, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any Client officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the Client may deem necessary, the Provider shall make available to the Client for examination all of its records with respect to all matters covered by this Agreement, and will permit the Client to audit, examine and make copies, excerpts, or transcripts from such records. The Client may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The Client may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the Client shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the Client, the Client may terminate this Agreement upon written notice as provided herein.

    In the event of any termination hereunder, the Provider consents to the Client's selection of another Provider to assist the Client in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the Client in connection with the completion of the Services.

    The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees

and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the Client of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the Client that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CLIENT APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the Client's written approval before such work begins.

18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the Client's prior written consent.

19. **DAMAGE.** In all instances where Client property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the Client by 8:00 a.m. of the following Client business day after the incident. If damage may result in further damages to the Client or loss of Client property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to Client property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CLIENT OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the Client has any reasonable objection to any of the Provider's personnel, or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the Client has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the Client that all Services will be performed in compliance with all applicable federal, state, county and Client laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the Client are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the Client and the Provider, the Client and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A and B, attached hereto and any other exhibit attached hereto contains the entire contract between the Client and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

CEDC	**Provider Mailing Address**
Attn: Contracts	1023 Kings Ave.
302 W Walnut St	Jacksonville, FL 32207

Celina, TX 75009
Info@celinaedc.com

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the Client and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CLIENT	**PROVIDER**
Clint Bissett Clint Bissett (Dec 5, 2024 16:10 CST) Signature	Will Ketchum Will Ketchum (Dec 5, 2024 17:07 EST) Signature
Clint Bissett Type/Print Name and Title	Will Ketchum Type/Print Name and Title
12/05/2024 Date	12/05/2024 Date

EXHIBIT A - SCOPE OF WORK

Phase I: Market Research + Brand Strategy

Stakeholder Education

Educating your residents, businesses, and stakeholders on the purpose, process, and possibility of a brand early is the first step in achieving buy-in from these important audiences. Specific attention must be given to your stakeholders to ensure that the leaders of this initiative share a vision for the purpose, desired outcomes, and accomplishments of this project.

One of the most valuable skills North Star brings to the branding table is an understanding of how to best navigate the political waters that surround a project. We know when projects can derail, how to maneuver difficult political situations, and whom to include in the process. With this in mind, we have developed strategies for sidestepping potential problems and keeping your branding initiative on course.

Educational Presentation: North Star will give a presentation during the in-market trip to your Steering Committee, stakeholder groups, and/or residents in your community. We will collaborate with you to determine who your audiences are and what you want to convey. Then, we will craft the presentation to meet those goals and gather initial feedback on the branding initiative.

Community Engagement Website: This website provides a high-level overview of the branding process and serves as a hub for FAQs. When residents, stakeholders, or local media want to learn about the project or get involved, you can point them to this resource and have all the information in one place. The website includes an optional form that allows community members to share their stories, receive progress updates, and become Brand Ambassadors after the launch of the new brand. View an example of a live educational site for Johnson City, TN: brandjc.com

Research

A keen understanding of your community's situation is vital to brand development. We compile various research studies to point us in the direction we need to go to craft your brand story. From boots-on-the-ground conversations to quantitative survey panels, our goal is to discover all that makes Celina stand out and what opportunities lie ahead. As we learn about the assets of the EDC and Downtown, review current communications channels, and assess competitors' efforts, we lay the groundwork for two brands that are unique and true to the heart of your community.

Situation Analysis: This establishes the current lay of the land from the perspective of your critical partners and stakeholders. We administer an online questionnaire to each of your key internal organizations. We then meet with each group during the in-market

visit to more fully understand your primary objectives, general history, political landscape, resources, competitors, and more.

Research, Planning, Communications, + Media Audit: We conduct a comprehensive review of previous studies conducted by the City and planning documents. This includes community outreach and planning meetings, surveys, intercept surveys, volunteer discussions, and market research. In addition, we review and analyze marketing materials, branding, logos, social media, and messaging from public and private sector partners as well as recent press related to Celina.

Site Visit + Familiarization Tour: Members of the North Star team will spend the better part of a week in Celina conducting research. An important part of this trip is a FAM tour of Celina's downtown area, attractions, restaurants, commercial sites, local businesses, retailers, parks, natural areas, and historic sites. We determine the tour itinerary with the help of Celina project leadership.

Key Stakeholder Interviews + Focus Groups: Some of our most valuable pieces of insight for the purpose of defining your DNA and crafting your creative work come from these intensive one-on-one interviews and focus groups. With the assistance of the Celina project leadership, we want to identify and speak to key stakeholders about Celina EDC and Downtown Celina (including EDC staff, city staff, board members, business community members, hoteliers, nonprofit and civic organizations, etc.).

Online Community Survey + Brand Barometer: Giving Celina residents and business owners a forum for sharing is important. We use some of the themes identified in the interviews and focus groups to craft a quantitative survey posted online for community-wide participation. The brand barometer, conducted as a part of the community survey, measures the strength of Celina's resident advocacy relative to the rest of the United States as a place to live, work, and play. In other words, how likely your residents are to advocate the community for starting a business or planning a visit.

External Perception Study: North Star conducts qualitative, in-depth phone interviews with professionals outside of Celina to uncover contextual perspectives. In collaboration with the Celina project team, we compile a list of 20 identified potential interviewees from a target pool of elected officials, third party site selectors, business executives in your preferred industries, regional and state level executives in economic development and tourism, and other external influencers you identify.

Consumer Awareness + Perception Study: For even more data-driven insights, this survey is conducted using a statistically significant random sampling of consumers and non-consumers in two outside markets using research panels. Data will be cross-tabulated in a number of ways to reveal the most insightful patterns between consumer and non-consumer groups. For instance, perceptions and attitudes for those who have

visited Celina will be compared and contrasted to those who have not visited and are reporting perceptions purely on reputation. This is key to identifying any brand recognition issues. This study measures:

- Overall awareness and perceptions of Celina
- Overall awareness and perceptions of competitor cities
- Measurements of Celina's delivery of quality of life indicators
- Consumer experiences in Celina
- Attitudes regarding Celina's strengths and weaknesses
- Consumer opinions regarding what needs to be added or taken away
- Changes in consumer perceptions of Celina after visiting
- Patterns of visitation activities associated with consumers' primary purpose of visitation

Competitive Positioning Review: We provide a brand messaging and marketing strategy analysis to evaluate Celina's position relative to the competition in the area. This review ranks each competitor based on their brand strength, economic development focus, and downtown branding.

Insights + Strategy

Celina's history, current situation, and plans for the future all have a place in the EDC and Downtown brand story. We look at the research to learn what emotions and sentiments Celina's brands carry, what its residents value, and how it stands apart from competitors. North Star derives insights from our data collection as we craft brand strategies that guide consumers—including residents, employees, and target audiences—to a desired emotional or behavioral response. We compile the insights into a succinct storyline that leads directly to strategic brand platforms (DNA Definitions) for both the EDC and Downtown. These positioning statements are the critical touchpoint for all branded activity moving forward and must be agreed upon before moving into the creative and action phases.

Situation Brief + Insight Development: We get our sharpest minds together at one time to review all of the research findings. Data on its face has limited value, but the connections between data points open up understanding and opportunity. The entire North Star team weaves together these connections into a compelling set of insights that start to tell Celina's story.

DNA Definitions (Brand Positioning Statements): Based on those insights, guiding statements for the management and development of your brands are created. Although they will share similarities, we will create unique DNA Definitions for Celina EDC and Downtown Celina, individually. These definitions should serve as the touch point for all activity moving forward to bring consistency across the brand. Included in your DNA Definition is:

Target audience:	For whom Celina EDC / Downtown Celina has the most appeal
Frame of reference:	Geographic context of Celina
Point of difference:	What makes Celina EDC / Downtown Celina special
Benefit:	Why it should matter to the consumer

Here is an actual example of how this construct guided our client Clark County, Nevada and led to their “Bright Beyond the Lights” brand positioning:

Target audience:	For business upstarts and stalwarts tired of waiting in line,
Point of difference:	Clark County, Nevada, disrupts expectations and accelerates outcomes,
Frame of reference:	so you can reach the globe and make that little league game before dinner while enjoying a strategic location in the Western U.S.
Benefit:	where outdoor rec often outshines the Vegas neon.

Research and Strategy Presentation + Report: This represents a critical juncture in the project. We prepare a comprehensive review of all relevant research, insights, and recommended DNA Definitions. We review the qualitative and quantitative analyses of Celina’s current image and positioning. A preview of this presentation is shared with key branding committee members for editing and fine-tuning. The collaboratively perfected presentation is made in person at larger stakeholder meetings, and the accompanying report is shared digitally.

Phase II: Creative

Creativity

In this stage, the insights and strategy are transformed into tangible creative products that embody Celina EDC and Downtown Celina. An in-depth Creative Brief and a Creative Workshop guide this process. Straplines, logos, color, looks, and messaging (with brand standards) are created. Additional deliverables will be developed to express the new brand identity in the context of its future use.

Creative Committee Workshop: A collaborative, interactive meeting between the North Star team and the Celina creative committee (a group of your choosing) will

explore the roles of different creative elements and identify creative preferences. Our goal is to most effectively hone in on the type of work you want without limiting the creative thinking of our writers, graphic designers, and art directors. This meeting is always a lot of fun for everyone involved.

Downtown Community Creative Workshop: In addition, we would like to hold a 1 ½ hour public workshop session during our site visit or on a subsequent visit depending on scheduling. This workshop allows interested residents and business owners to hear about the process and provide their input. North Star will start the session with the educational presentation and then encourage attendees to provide their answers to character-based question prompts.

Photography & Video Shoot: Quality imagery and video is vital to a compelling brand presentation. As such, North Star offers as part of the engagement a photo and video shoot in Celina. At the time of the community creative workshop or the final report if weather/coloring is not ideal at the time of the workshop, our photographer will capture imagery and deliver (20) completed/retouched images of assets and attractions around Celina. Additionally, we will shoot video footage and allow for 2-3 individuals to be interviewed on video. This effort does not include video editing, but North Star can estimate and provide this service later.

Straplines + Rationale (5 each): A strapline (tagline) is not the be-all and end-all for your brand, but it is the start of the story. As Celina EDC and Downtown Celina will have their own straplines and messaging, we will select the straplines apart from each other. North Star will provide a minimum of five different straplines for each entity, along with rationale for the strengths of each line. We will conduct trademark searches (via the United States Patent and Trademark Office website) and Google searches to make sure there is basic clearance for each line presented. Upon selection, your legal team is required to conduct a more thorough search to ensure its availability, potentially securing a trademark if desired and avoiding any conflicts once in the market.

Logos (5 each): Similarly to the straplines, Celina EDC and Downtown Celina will have their own, unique logos. However, we will craft these logos from similar creative elements so that the style is related and complementary. We will present a minimum of five logo options for each of the entities. We provide a round of revisions to your selected logo.

Color Palettes (2 each): Once your logo decision is made, we open up the possibilities visually by allowing you to select between two distinct color palettes. This is a key decision in how your visual brand identity will “feel” since color evokes emotion. While Downtown Celina and Celina EDC may have separate color palettes, we will ensure that the colors are complementary.

Downtown Brand Narrative: The narrative describes what makes Downtown Celina unqiue in artistic and compelling language for connecting with your consumers. The narrative defines your personality and tone of voice. It can be woven into ad copy, placed on websites, integrated into speeches, and distributed to businesses to use in their own communications about the place they call home. The more it is used, the more widely your brand is dispersed.

Looks (2 each): We craft two different visual looks for the EDC and Downtown that allow you to choose how your brand messaging will be conveyed in terms of headlines, photography style, special graphic elements, detailing, and copy points. We will also provide a round of revisions for the look of your choice to ensure it reflects your exacting standards. The Creative Committee will select one look for each entity, and it will be applied to all subsequent deliverables.

Brand Standards Guides: These guides contain all the necessary information for using your logos, color palettes, typefaces, language, and other key elements to ensure consistency across all mediums from any department or organization We provide digital and printed versions of the guides as well as InDesign files so you can edit them as necessary.

Custom Deliverables (8-10 total): To assist in the communication of the final brand concepts, we will work with you to identify a list of 8-10 custom deliverables split between Downtown and the EDC. This is a powerful addition as it brings the logos and designs to life through elements in the real world. The production of associated materials remains outside of this scope—the deliverables are visual examples. Options include, but are not limited to:

- Social Media Graphics
- Templates (Email Signature, Presentation, Newsletter)
- Website Homepage Layout
- Business Cards
- Letterhead
- Envelopes
- Brochures
- Building + Monument Signage
- Downtown Pole Banners
- Print and Electronic Advertising Merchandise (Apparel, Accessories, etc.)
- Built Environment Applications

Phase III: Action + Implementation

Implementation

Following your brand's development, North Star has the ability to implement a strategic action and communications plan to begin the work of repositioning Celina in the marketplace. This plan comprises the fundamental action steps that ensure the brand gains traction and maintains momentum. Our goal, and yours, is to make sure that the Celina EDC and Downtown Celina brands are the guiding principle for your future, not just a logo and line on

your letterhead. This plan will be developed around the completion of the brand strategy and include estimated costs/budget and a suggested timeline for implementation.

Community Communication + Rollout Guidance: The first and most important audience for your brand and eventual campaign is your residents. To educate them on the process, the outcome, and the opportunity the new brands create, North Star will prescribe a community rollout plan that details the brands to all interested stakeholders and residents so that they can see, understand, and embrace them before the wider marketplace launch. This will include engaging those who sign up on the Community Engagement Website to be Brand Ambassadors.

Website Audit + Recommendations: North Star will perform an audit of the Celina EDC website and detail its strengths and weaknesses—including navigation, functionality, performance, and overall user experience. This audit will be conducted based on digital best practices as well as a comparative analysis against two other leading economic development websites as determined by either Celina leadership or North Star's historical record of work. North Star will then detail recommendations for an improved site architecture and content. Additionally, you may choose a website homepage layout as one of your creative deliverables, which will show how the brand can come to life digitally.

Brand Action Ideas (8): These are both high-impact, custom ideas designed to raise the profile of the Downtown and EDC brands and bring them to life in your community. Many of these ideas involve setting up the organization and cooperation that will propel your brands forward, while others serve as inspiration for brand adoption in creative and unique ways, leveraging place making and brand ambassadors. Many of these ideas may be accessible via a best practices knowledge-sharing database that North Star developed. These ideas will address brand touchpoints ranging from economic development activities, the arts, infrastructure, and more.

Marketing + Communications Strategic Plan: As a specialist in economic development marketing, our scope will also include forming the economic development action plan for Celina to go to market with—inspired by the Celina EDC DNA Definition. North Star will develop a comprehensive plan following this general framework:

- Business objectives (e.g. population growth, HHI, job growth, worker retention, investment, retail attraction, RFP receipts, etc.)
- Communications objectives (e.g. awareness, reach, frequency, inquiries, site visits, downloads,
- change perceptions, etc.)
- Target audiences definition, analysis, and quantification
- Target audiences key insights

- Key messaging articulation by market segment (corporate expansion/real estate decision makers, site selection consultants)
- Communication, PR, and social media strategy & tactics (aligned with your targeted industries)
- Annualized schedule and sequence of all tactics
- Annualized marketing activation budget by tactic
- Program measurement and evaluation (definition of all metrics by tactic)

Comprehensive Marketing Strategy Deliverables:

- Targets, Objectives, Strategy
- Core tactical recommendations and timing sequence
- Paid media strategy and approximate pricing
- PR, social media, and content recommendations
- Budget allocation
- Measurement and tracking approach

Final Report + Presentation: At the completion of Phase III, we compile your brands into a final presentation that summarizes the research and takes viewers through the foundational creative development as well as the steps of the action plan. Each step is illustrated using the custom deliverable designs. We always leave time for discussion to ensure understanding, buy-in, and a clean beginning to the ongoing implementation of your brand. Your final report will show the research, strategy, creative work, and action plan in their entirety and will be shared digitally along with raw data files, a logo suite, and JPEG image files of all deliverables and your brand style guides.

Phase IV: Evaluation (Future/Optional)

Evaluation + Results Tracking

Evaluation yields new information, which may lead to the beginning of a new planning cycle. Information can be gathered from concept pre-testing, campaign impact in the marketplace, and tracking studies to measure a brand's performance over time.

Ideally, evaluation answers two basic questions: Have responses to the brands among target audiences changed in the way the project intended? And have these changes resulted in action that will achieve the desired objectives of the brands?

The research studies in this plan are designed to produce benchmarks and results that can be used for comparison with future studies. Additionally, over two decades of community branding experience have shown us that true success can be seen in the spread of excitement, inspiration, and innovation surrounding your brands among residents and stakeholders. Lastly, we are always available to answer questions and help with later marketing riddles. We have maintained an ongoing personal and business relationship with most of our clients, some for

more than a decade. These tracking studies are outside the proposed scope of work, but we wanted Celina to be aware of their future availability.

We use the following tools to measure tactical effectiveness:

Social Media: We perform social listening audits for our clients and measure not only likes, shares, and friends but also qualitative factors, such as sentiment.

12-Month Follow Up: We follow up after a year of your brand implementation to discuss the successes you have enjoyed and hurdles that you are working to overcome. We provide suggestions and direction for next steps in your continual brand integration.

Brand Barometer: Getting the talk right on the street is the most important thing a community can do to bolster its development efforts. Word of mouth has always been important; in this post-digital world, it is essential. With the benchmark included in your brand study, the Brand Barometer becomes a simple and inexpensive way to track your results and validate your success in word of mouth advertising and resident advocacy. We strongly recommend a Brand Barometer measurement every year to track the progress of the community.

TIMELINE

Getting Started Call	Week 1

Phase I *Market Research + Brand Strategy*

Situation Analysis	Weeks 1 - 2
Research + Planning Audit	Weeks 1 - 2
Communication + Media Audit	Weeks 1 - 2
Community Engagement Website	Weeks 1 - 2
In-Market (Tour, Focus Groups, Interviews)	TBD
Online Community Survey + Brand Barometer	Weeks 4 - 8
External Perception Study	Weeks 6 - 10
Consumer Awareness + Perception Survey	Weeks 8 - 10
Competitive Positioning Review	Weeks 8 - 10
Situation Brief + Insight Development	Week 11
DNA Definition Development	Weeks 11 - 13
Research + Strategy Presentation	Week 14

Phase II *Creative*

Creative Brief Development (Internal)	Week 15
Creative Workshop/Community Workshop/Photo &Video Shoot	Week 15
Foundational Creative Development	Weeks 16 – 24
Custom Deliverable Development	Weeks 25 – 27

Phase III *Action + Implementation*

Community Communication + Rollout Guidance	Weeks 28 - 30
Website Audit + Recommendations	Weeks 30 - 33
Brand Action Ideas	Weeks 30 - 35
Marketing + Communications Strategic Plan	Weeks 30 - 35
Final Report + Presentation	Weeks 35 - 36

Proposed Timeline	**36 Weeks**

Timeline is dependent upon an efficient client approval process, which requires that data and feedback from the client is received at key milestones. If the client approval and consensus process takes longer than 40 weeks, North Star will invoice any remaining contracted amount at that time and reserves the right to propose project extension fees at a blended hourly rate.

NORTH STAR CONTRACT ADDITIONS

Client accepts these additional terms as integral to the Contract for Services.

Not to Exceed Fee Is Governed By Hours

A fee not to exceed $90,000 will be paid to North Star for third party research expenditures and for professional time involved in the production of a BrandPrint Report which is not to exceed four hundred and forty one (441) hours. The agreed upon maximum (441) hours to be dedicated to the project will be the governing factor in the depth of the Document. North Star expects to complete the scope of work within this allotment of hours and will not exceed the maximum number of hours for the project or the time period forecasted (40 weeks, which is the 36-week schedule outlined plus a 4-week cushion for scheduling delays).

Fee Schedule

North Star will invoice the client 33% of the project fee, or $30,000, at contracting. The second 33%, or $30,000, will be invoiced after the Research & Strategy presentation. The remaining 33% ($30,000) will be invoiced at the delivery of the Final Report. Travel expenses are additional and will be billed as incurred. A service charge of 1-1/2% (18% per annum) will be charged on all sums not paid within a 30-day period after the date of billing. The Client agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts.

Obligation of the City To Keep Project on Schedule

Consultant has provided a project schedule and will communicate feedback and approval deadlines and the City of Celina meeting requirements to the City of Celina at each forthcoming milestone. City of Celina delays on scheduled approvals or setting meetings essential to project progress will be tracked and communicated at Bi-weekly intervals. If the delays and others caused by the Client's decision to deviate from North Star's recommended process are not made up for over the life of the project and the project extends beyond the 40-week limit, North Star reserves the right to bill the final installment at week 40, then work at an hourly rate of $195 per hour thereafter or negotiate a lump sum completion fee with the Client based on the project’s current status.

Incremental Work, Hourly Rate

Any additional requests of North Star beyond the agreed upon Document and designated hours will be billed at the blended rate of $195.00 per hour or estimated at a project rate. Should additional work be requested, for work beyond the scope of this Agreement, North Star will receive written approval of the additional related cost prior to initiating work.

Mutual Termination Clause

Notwithstanding any other provisions hereof, North Star or the Client may terminate this Agreement at any time upon thirty (30) days written notice to either party. If termination of the Agreement is requested by the Client prior to completion of the Document, the Client will remain responsible for payment of all hours involved in the preparation of the Document prior to said termination at a rate of $195.00 per hour. Client will be responsible for payment of any outside cost incurred prior to the termination including costs of materials ordered or delivered thereafter if North Star is unable to halt such delivery. Under no circumstances will North Star be obligated to breach any lawful contractual commitment to others.

Termination Responsibilities

Upon termination of this Agreement, North Star shall transfer, assign and make available to the Client, or its representatives, all property and materials in its possession or control belonging to the Client and paid for by the Client. In the event that the material, which is the subject of this Agreement, is copyrightable subject matter, North Star and Client agree that for the purposes of this order the material shall be a work made for hire and the property of the Client. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then upon final payment by Client of all amounts under this engagement North Star assigns to Client all right, title and interest to said material and all copyrights therein for the fees specified herein. However, concepts, logos and straplines not selected by the Client shall remain the intellectual property of and owned by North Star.

Confidentiality

The Client agrees to cooperate with North Star in the performance of the Services, including meeting with North Star and providing North Star with such non-confidential information that the Client may have that may be relevant and helpful to North Star's performance of the Services. It may be necessary for the Client to share trade secrets and/or other confidential and/or proprietary information or matter with North Star. The parties agree that such information and the materials referenced in the contract, the results and developments therefrom are confidential and/or proprietary information belonging to the Client.

North Star agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own separate benefit. North Star will be responsible for its employees or agents complying with the provisions of this Agreement.

Obligation of the City to Purchase Third Party Assets

Stock photography and typography used for the demonstration of creative concepts is not delivered, intended, or licensed for Client's use, and Client shall not reproduce, modify, display, distribute, publish, or otherwise use them in any way without the Client first obtaining and paying for its own usage rights and licenses with the appropriate stock image or typography provider. Additionally, Client is responsible for securing rights to use locally oriented photos and other content provided to North Star and utilized in the educational website and in the Final Presentation or Final Report.

Obligation of the City to Conduct its Own Due Diligence and Secure IP and Trademark Clearance if Desired

As a courtesy, North Star may conduct informal, cursory trademark, copyright, and/or other intellectual property searches as part of its creative development process. However, North Star does not have expertise in intellectual property law, does not provide legal or professional advice, and conducts any such searches for convenience only. Prior to using or publishing any materials, recommendations, or deliverables provided by North Star, the Client should, and it is the Client's responsibility to, engage its own legal counsel to conduct trademark, service mark, copyright, and other intellectual property searches, reviews, clearances, and to receive formal professional and legal opinions on the availability of and right to use materials, trademarks, service marks, and other intellectual property proposed, recommended, or delivered by North Star. If the Client proceeds with publication of, or adopts or uses any of North Star's produced materials, recommendations, or deliverables without first obtaining advice from its legal counsel, the Client does so at its own risk and expense. North Star warrants that the artwork within any logos it provides to Client will be the original creations of North Star (the "Copyright Warranty"). However, notwithstanding any provision of the parties' agreement to the contrary, except for the Copyright Warranty, North Star does not make any representations or warranties, whether express or implied, that any of North Star's produced materials, recommendations, or deliverables do not or will not infringe the trademark, service mark, or other intellectual property rights of any third party, and North Star will not provide Client or any other party or third party with any defense, indemnification, hold harmless, or reimbursement of any claims, costs, or expenses, arising out of or relating to the foregoing, other than a breach of the Copyright Warranty.

Warranty of Original Logo Art, Online Logo Search & Client Trademark Obligations

With regard to the logo selected by the Client, Contractor will test it with a basic online image search ahead of finalization to determine if there are any known likenesses or conflicts. The art within the logo will be an original creation and will become the property of the Client, but the online image search is not an exhaustive search tool. Contractor will alert the Client of online search findings but, ultimately, seeking a trademark for the logo will be the responsibility of the Client.

Modification of Agreement

This Agreement may be modified only upon the written and mutual consent of both parties. This Agreement and the documents referenced herein embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements either verbal or written, between the parties. This procurement is being conducted on behalf of the Client, and may not be used by other public bodies, agencies, institutions or localities of the several states, territories of the United States or the District of Columbia with the prior written consent of North Star.

Indemnification

North Star shall have no obligation or duty to defend, indemnify, or hold harmless to the extent any claims or suits are caused by the acts or omissions of the Client, of any of the indemnified parties, or of any third party. North Star's obligations and duty to defend, indemnify, and hold harmless set forth in this Agreement and/or in the agreement from or drafted by the Client to which these Contract Additions are attached shall only apply to the extent the claims or suit are caused by North Star's breach of this Agreement.

COST

Phase I. Market Research + Brand Strategy	$30,000
Phase II. Creative	$30,000
Phase III. Action + Implementation	$30,000
Total	**$90,000**

This cost proposal has been calculated with consideration to third-party costs associated with the research (we subscribe to a research tool) and North Star's blended hourly rate of $195/hr. Travel & miscellaneous are additional (on a pass-through basis) and will be ***capped at $5,000.***

SCHEDULE

North Star will invoice the client in (3) installments for the branding initiative following the completion of scheduled milestones and deliverables, as follows:

The first payment of $30,000 will be billed at the start of the project.

The next third, or $30,000, will be billed at the completion of the research and strategy presentation.

The final payment of $30,000 is due upon project completion when all creative files are delivered.

Travel and other expenses are billed on a pass-through bases as incurred.

Future work outside of this scope will be billed at North Star's blended rate of $195/hour.

Final Agreement with NorthStar Marketing_EDC

Final Audit Report 2024-12-05

Created:	2024-12-05
By:	Ryan Quigley (rquigley@celina-tx.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAABF0xSaGMn-0R5iakkGRUY8g8XcfDJhW3

"Final Agreement with NorthStar Marketing_EDC" History

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Document emailed to Will Ketchum (will@northstarideas.com) for signature
2024-12-05 - 9:48:10 PM GMT

Email viewed by Will Ketchum (will@northstarideas.com)
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Document e-signed by Clint Bissett (clint.bissett@westwoodps.com)
Signature Date: 2024-12-05 - 10:10:03 PM GMT - Time Source: server

Agreement completed.
2024-12-05 - 10:10:03 PM GMT

Life Connected.

Administration
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:	
Date:	December 10, 2024
Re:	Legacy Drive Cost Share Agreement

Action Requested:
Consider and act to authorize the Legacy Drive Improvement Agreement between the City of Celina and Celina 75 for the construction of Legacy Drive between Celina Parkway and Louisiana Drive. (Brawner)

Background Information:
Legacy Road from Louisiana Drive to Celina Parkway is identified as a six-lane divided roadway on the City of Celina thoroughfare plan. Celina 75 is developing a subdivision on the northeast corner of Celina Parkway and Legacy Drive. The developer will construct two lanes of Legacy Drive adjacent to their development as required per the City's subdivision ordinance. However, they are not obligated to construct off-site improvements.

The Legacy Hills area continues to grow, and adjacent subdivisions are under active development. Celina 75 approached the city to jointly construct Legacy Drive from Celina Parkway to Louisiana Drive as a single project. After evaluating multiple options, the city staff determined that the most effective way to construct this section of Legacy Drive is by partnering with Celina 75 to construct Legacy Drive. The city will fund the right-of-way acquisition, design, and construction of the section from the eastern boundary of the subdivision to Louisiana Drive per the agreement. The construction of this section of Legacy Drive would improve mobility for the entire Legacy Hills subdivision residents and give those residents direct access to Preston Road.

This project is identified in Celina's five-year capital improvement plan.

Legal Review:

Legal staff has reviewed and approved this agreement.

Supporting Documents:

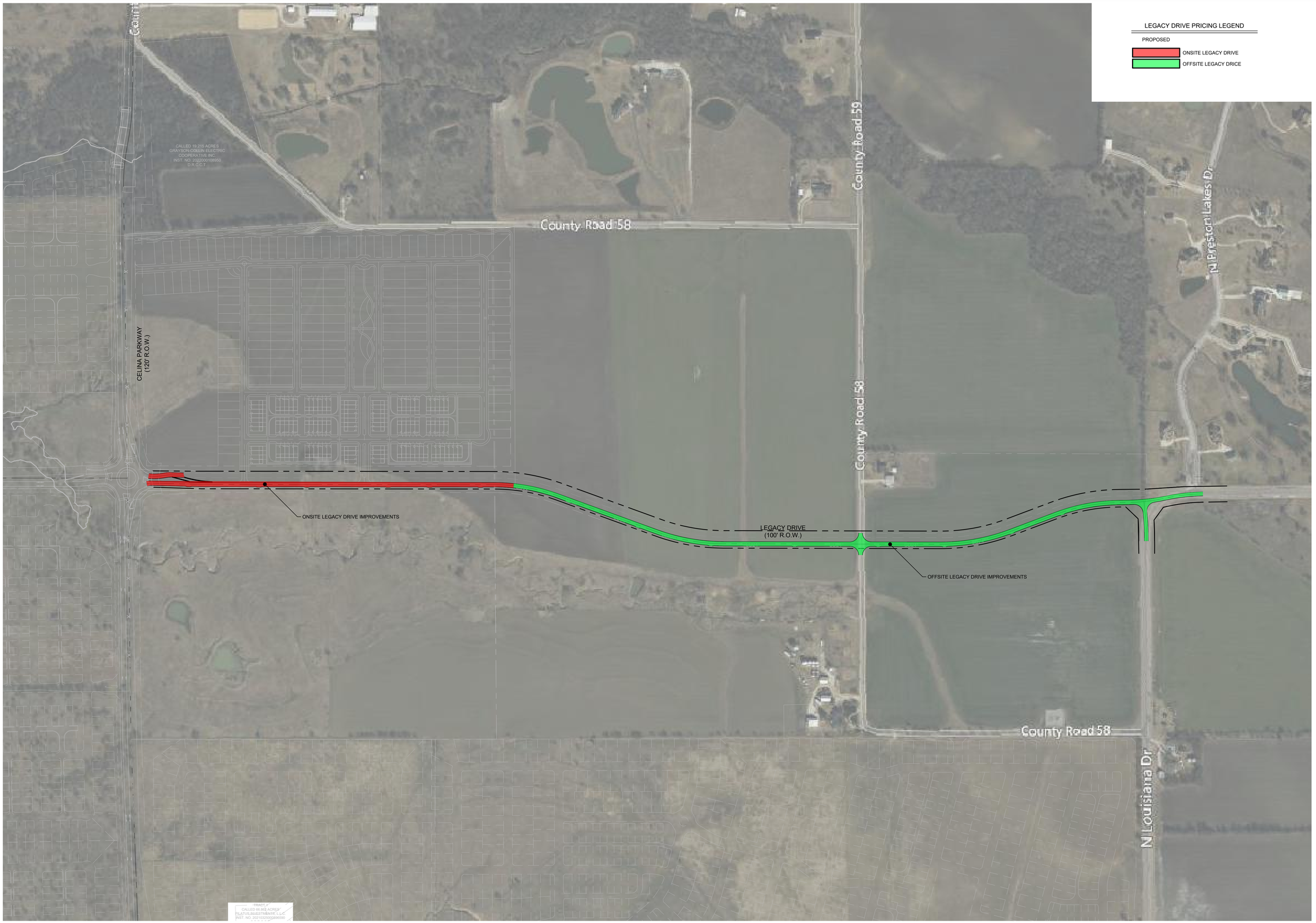
1. Legacy Drive Onsite & Offsite Aerial Exhibit
2. Location Map
3. Legacy Drive OPCC
4. LMR Site Plan
5. Legacy Roadway Agreement - FINAL redline (P)

Financial Consideration:

Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:

Staff recommends approval.



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PROJECT

LEGACY DRIVE

CELINA, TEXAS

TITLE

LEGACY DRIVE

CLIENT

CENTURION AMERICAN

FARMERS BRANCH, TEXAS

N

0 125 250 500

SCALE 1" = 250'

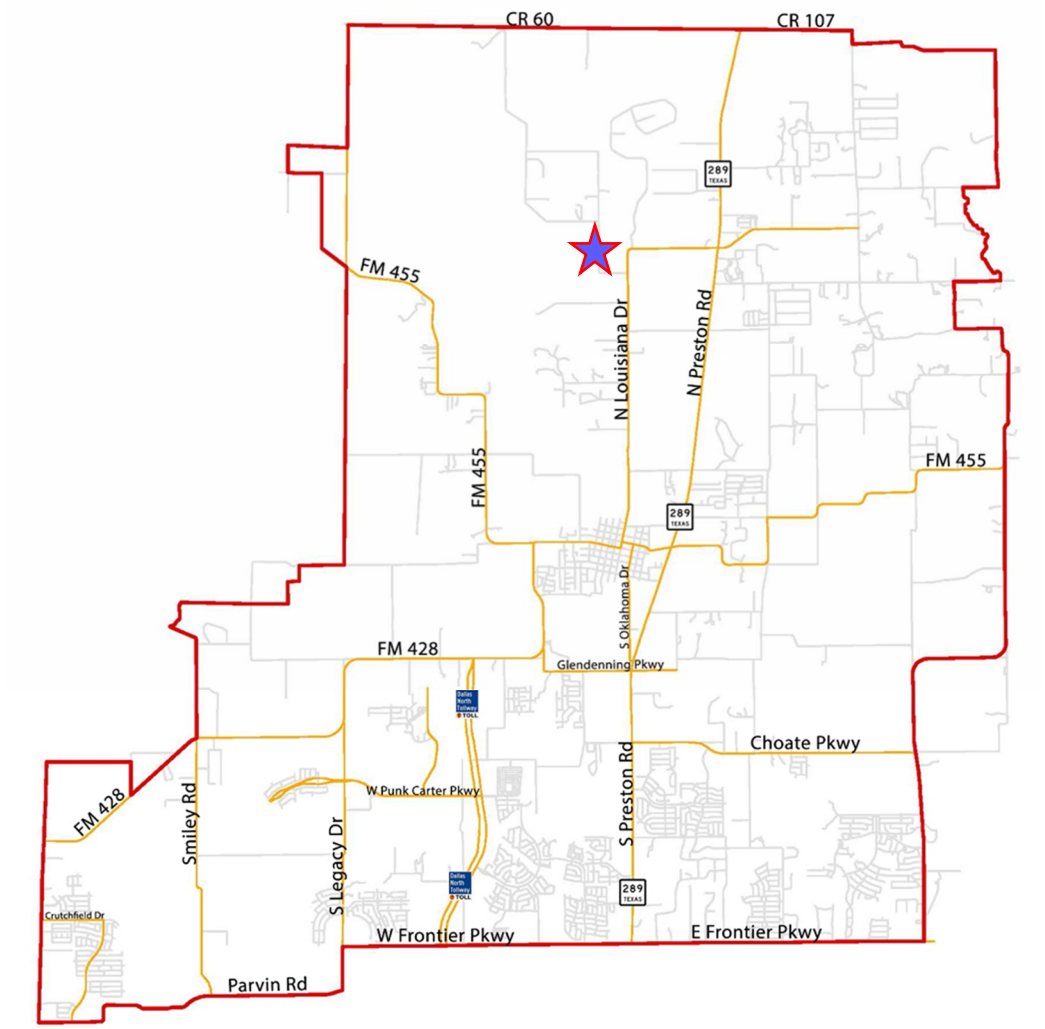
PROJECT NUMBER:
01000X00X

DRAWN BY:
SCB

DATE:
2024/05/24

SHEET:
ONSITE STM

LOCATION MAP



LEGACY DRIVE - OFFSITE COST

Storm Drain System

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL
STORM DRAIN LATERALS, 18" RCP	LF	376	$85.00	$31,960.00
24" RCP	LF	1,725	$105.00	$181,125.00
30" RCP	LF	1,367	$120.00	$164,040.00
4' SDMH	EA	7	$7,500.00	$52,500.00
15' CURB INLET	EA	8	$6,500.00	$52,000.00
TESTING	LF	3,468	$3.50	$12,138.00
TRENCH SAFETY	LF	3,468	$4.50	$15,606.00
SUB-TOTAL				**$509,369.00**

Roadway and Paving Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL
10" REINFORCED CONCRETE PAVING (4000 PSI)	SY	12,432	$94.95	$1,180,418.40
8" LIME TREATED SUBGRADE (INC. LIME)	SY	14,393	$10.00	$143,930.00
MOISTURE CONDITIONING (6' DEPTH)	SY	14,393	$4.50	$64,768.50
REFLECTIVE TYPE 1 WHITE ARROWS	EA	4	$190.00	$760.00
PAVEMENT MARKING	LF	12,420	$1.50	$18,630.00
ALUMINUM PANEL SIGNS & BREAKAWAY POSTS	EA	6	$200.00	$1,200.00
REVEGETATION	SY	5,518	$5.00	$27,590.00
TEMPORARY TRAFFIC CONTROL	LS	1	$34,875.00	$34,875.00
SUB-TOTAL				**$1,472,171.90**

Earthwork and E&S Cost

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL
GENERAL SITE PREPARATION, INCLUDE TREE REMOVALS	STA	60	$5,450.00	$327,000.00
EARTHWORK	CY	4,261	$8.00	$34,088.00
SILT FENCING	LF	6,100	$2.25	$13,725.00
INLET PROTECTION	EA	8	$165.00	$1,320.00
SUB-TOTAL				**$376,133.00**

Miscellaneous Costs

ITEM	UNIT	QUANTITY	UNIT PRICE	CITY TOTAL
CONSTRUCTION SURVEYING	EST	1	$36,990.00	$36,990.00
SUB-TOTAL				**$36,990.00**

Note: Construction Staking to be provided by Developer

SUMMARY		CITY TOTAL
TOTAL CONSTRUCTION COSTS		**$2,394,663.90**
CONTINGENCY	5.0%	$119,733.20
SUB-TOTAL		**$2,514,397.10**

CIVIL DESIGN FEE	$201,151.77

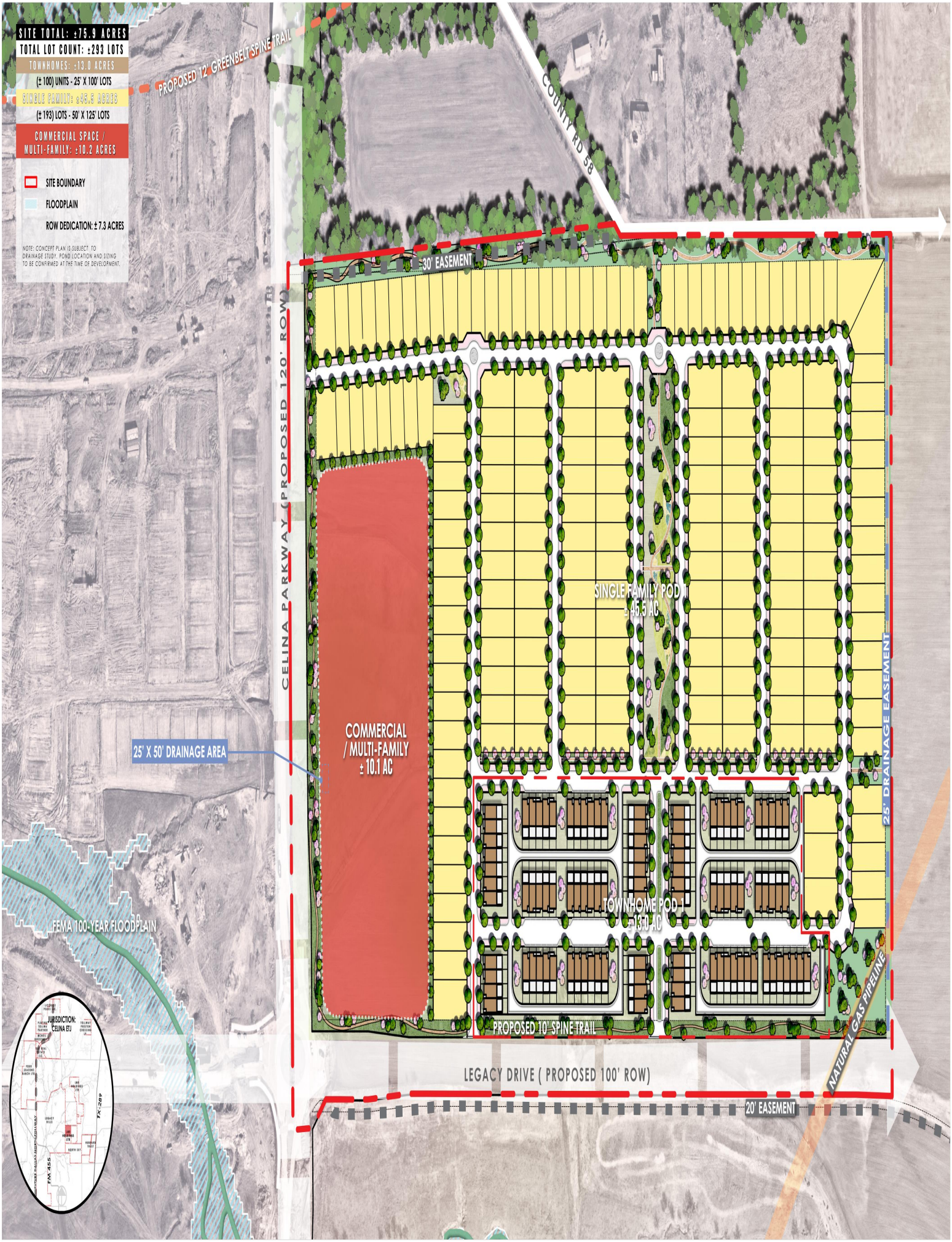
	CITY TOTAL
SUB-TOTAL	**$2,715,548.86**

TOTAL

Assumptions (in coordination with the City of Celina Engineering Department):

- Existing franchise relocation shall be the responsibility of each franchise utility profider
- No wastewater improvements will be required
- ROW acquisition and easement costs have not been included in this proposal
- City permit and inspection fees do not apply

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.



KFM ENGINEERING & DESIGN

Conceptual Site Plan

LMR TRACT-LEGACY HILLS - CENTURION AMERICAN

THE INFORMATION SHOWN IS BASED ON THE BEST INFORMATION AVAILABLE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

0 50 100 200
Scale: 1"=100'

05/20/24

REIMBURSEMENT AGREEMENT
FOR ROADWAY IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR ROADWAY IMPROVEMENTS (herein this "Agreement"), is made and entered into this 10th day of December 2024 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City") and MM Legacy Celina 75, LLC, a Texas limited liability company ("Celina 75"). The City and Celina 75 are each a "Party" and collectively, the "Parties".

WHEREAS, Celina 75 owns approximately 75 acres of land (the "Celina 75 Tract") located in the city of Celina, County, Texas which is depicted on Exhibit A and more particularly described on Exhibit B; and

WHEREAS, the Legacy Drive improvements from the eastern boundary of Celina Parkway continuing to the western boundary Louisiana Drive, as more particularly described in Exhibit C, attached hereto and incorporated herein, containing both the Onsite Portion (as defined herein) and the Offsite Portion (as defined herein) (in totality, the "Legacy Drive Improvements" or "Improvements"), will be constructed to serve the Property; and

WHEREAS, Celina 75 intends to design and construct the Legacy Drive Improvements in order to serve its adjacent development, subject to reimbursement by the City for costs of the Offsite Portion (as defined herein); and

WHEREAS, the Parties propose to share in the costs of designing and constructing the Improvements and to set forth in this Agreement the manner in which the payment and reimbursement for the actual costs of the Improvements shall occur.

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by the Parties, the Parties hereby mutually agree as follows:

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

2. Construction of Roadway and Reimbursement. The construction of the Legacy Drive Improvements shall be divided into two portions and costs shall be reimbursed subject to the terms and provisions of this Agreement. The onsite portion of the Legacy Drive Improvements is depicted in red in Exhibit C ("Onsite Portion") and the offsite portion of the Legacy Drive Improvements is depicted in green in Exhibit C ("Offsite Portion").

(a) Onsite Portion. Celina 75 shall design and construct the Onsite Portion at its sole cost and expense. The City shall not be responsible for any cost associated with the Onsite Portion. Construction of the Onsite Portion shall be subject to final acceptance by the City.

(b) Offsite Portion. Celina 75 shall design and construct the Offsite Portion at its own expense. City shall reimburse Celina 75 for the actual all-in cost to construct the Offsite Portion, within thirty (30) days of submission of invoices to the City in accordance with Section 4a of this

Agreement, including, without limitation, the actual construction costs and soft costs such as design, staking, right-of-way and easement acquisition (collectively, the "Offsite Portion Costs").

3. City Obligations.

(a) By the execution of this Agreement, it is expressly understood that the City does not assume any obligations which may arise under any terms of an agreement previously entered into or which may in the future be entered into by Celina 75 with a third party for the construction of the subject Improvements.

(b) No ad valorem tax, revenue or income is or shall ever be encumbered by the terms of this Agreement, and no appropriation by the City is required therefrom when this Agreement is authorized and executed. Further, this Agreement shall in no manner be construed to create a debt against the City or charge against any of its revenues from whatever source derived.

4. City Approval of Offsite Portion Construction Costs.

(a) Celina 75 has provided the City with an opinion of probable cost for the construction of the Offsite Portion for the City's initial approval, as shown in Exhibit D, attached hereto and incorporated herein. Upon completion of the Offsite Portion (or any segment, section, or portion thereof), Celina 75 will furnish the City with invoices every (30) days substantiating the Offsite Portion Costs that Celina 75 is requesting reimbursement on. Such itemized list, after audit and approval by the City, will determine the costs to be paid by the City for the Offsite Portion ("Final Costs") within thirty (30) days of submission of the invoice(s). If the Final Costs do not conform reasonably with the opinion of probable costs initially approved by the City, then the City may disapprove any non-conforming Final Costs by providing a written notice to Celina 75 specifying the non-conforming costs. If the Final Costs are approved only in part, the City shall process the approval of such partial work described in Section 2.b., for reimbursement in the manner provided herein. Without limitation of any remedies available to Celina 75 at law or in equity, any denial may be appealed to the City Council of the City in writing within thirty (30) days of being denied by City.

(b) Celina 75 hereby warrants and represents to the City that all bidding and purchasing for construction of the Legacy Drive Improvements shall comply with state law and all applicable City ordinances and regulations. Prior to publishing any notices requesting bids, Celina 75 shall give the City written notice of intent to begin the bid process. Once the bid process is complete, Celina 75 shall give the City written notice that a bid award has been announced within one (1) day of the Offiste portion as such announcement. The Parties shall not unreasonably delay execution of a contract for the Legacy Drive Improvements.

5. Right of Way for the Roadway

(a) Upon completion of construction and acceptance of the Improvements, the Developer Improvement shall be owned and maintained by the City.

(b) The City agrees to obtain all third-party rights-of-way, consents, or easements, required for the Offsite Portion. If, however, the City is unable to obtain such third-party rights-

of-way, consents, or easements, the City agrees to take reasonable steps, upon receipt of all required easement documentation, to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain.

6. Construction on Property. Celina 75 and the city agrees to make available any necessary easements, permits and right of way as to property owned or controlled by them, respectively, together with necessary working space as required to construct the Legacy Drive Improvements wherever it crosses private property owned or controlled by them, respectively. The City grants Celina 75 permission to construct the Legacy Drive Improvements wherever the Legacy Drive Improvements crosses or parallels any public utility easement, street or property owned or controlled by the City. Design of the Legacy Drive Improvements shall begin no later than six (6) months from the Effective Date. Celina 75 agrees to have all necessary materials in order and submitted to the City to allow City to issue a permit to Celina 75, for construction of the Legacy Drive Improvements, by December 31, 2025. Construction of the Legacy Drive Improvements by Celina 75 shall begin no later than December 31, 2026. Completion of the Legacy Drive Improvements, including Final Acceptance by the City for both the Onsite Portion and the Offsite Portion ("Improvements Completion"), shall occur no later than December 31, 2027.

7. Compliance with City Regulations; City Approval and Acceptance. The Legacy Drive Improvements shall be designed by Celina 75 per the City's "Engineering Design Standards" (as described in Article 10.04 of the City's Code of Ordinances) and installed in accordance with current City ordinances, standards and specifications. The City Engineer or his/her representative will make a determination of whether the Legacy Drive Improvements are constructed in accordance with approved engineering plans and specifications. Upon Improvements Completion, the Legacy Drive Improvements shall become the property of the City and an integral part of the City's thoroughfare system and subject to maintenance, jurisdiction and control of the City. If, for any reason, the Legacy Drive Improvements should be commenced but not completed, that portion having been constructed shall become the property of the City and subject to maintenance, jurisdiction and control of the City. Celina 75 shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Onsite Portion.

8. Severability. Should any provision of this Agreement be declared illegal by a court of competent jurisdiction, the other and remaining provisions of this Agreement shall not in any way be affected and all provisions of this Agreement which are not declared to be illegal shall be binding upon the Parties. Celina 75 agrees that in the event that a court determines all or a portion of this Agreement is unenforceable, Celina 75 shall have the option to discontinue further work on the Legacy Drive Improvements and if the Legacy Drive Improvements have not been completed, refuse to make any further expenditures in the way of furnishing labor, materials and supplies. It is specifically agreed, however, that the portion of the Legacy Drive Improvements which may have been constructed shall become the property of the City for all purposes and Celina 75 shall, to the extent it is lawful, be reimbursed as provided herein for any completed segment, section, or portion of the Offsite Portion. The City shall not be liable for any costs expended by Celina 75

prior to the court's decision. Should Celina 75 continue work after such court decision, they do so at their own individual risk, cost, and expense unless the Parties agree otherwise in writing.

9. **INDEMNITY**. **CELINA 75 ON BEHALF OF ITSELF, ITS CONTRACTORS, AND ITS AGENTS, COVENANTS AND AGREES TO HOLD HARMLESS AND INDEMNIFY THE CITY FROM AND AGAINST ANY AND ALL CLAIMS FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE WHICH MAY ARISE FROM THE ROADWAY CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND CELINA 75 ALSO AGREES AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ANY AND ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF CONTRACTORS, SUBCONTRACTORS, LABORERS, WORKMEN, MECHANICS, MATERIAL, PERSONS, AND SUPPLIERS INCURRED IN THE PERFORMANCE OF THIS AGREEMENT. CELINA 75 WILL FURNISH TO THE CITY SATISFACTORY EVIDENCE OF THE DISCHARGE OF SUCH CLAIMS PRIOR TO RECEIVING ANY REIMBURSEMENT PAYMENT FROM THE CITY. 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 GROSS NEGLIGENCE OF THE CITY.**

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any receivables due under this Agreement for construction of the Onsite Portion may be assigned by Celina 75 without the consent of, but upon written notice to the City pursuant to Section 11 of this Agreement, however City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

11. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or transmitted by telecopy or facsimile transmission (which shall be immediately confirmed by telephone and shall be followed by mailing an original of the same within 24 hours after such transmission) or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City: City of Celina, Texas
Attn: City Manager
142 N. Ohio Street
Celina, Texas 75009

With a copy to: Messer Fort, PLLC
Attn: Julie Fort

6371 Preston Road, Suite 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400

To the MM Legacy 75: Matthew Kollinger
Centurion American Development
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234
Email: mkollinger@centurionamerican.com

With a copy to: Travis Boghetich
Texas Real Estate Law
1800 Valley View Lane, Suite 360
Farmers Branch, TX 75234
Email: travis@txreallaw.com

Any party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other party.

12. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the last to occur of (a) City's reimbursement to Celina 75 for the Offsite Portion Costs, and (b) the date of Offsite Portion Completion.

13. General Provisions.

(a) No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

(b) Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements (not including the LMR Holdings LTD Development Agreement), understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

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

(d) Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, City does not waive or surrender any of its governmental powers, immunities, or rights. The Parties specifically agree that this Agreement does not constitute a contract for goods or services under Chapter 271 of the Texas Local Government Code, or Sections 2274.002 and 2252.151-.154 of the Texas Government Code. Nothing in this Agreement shall be construed as

creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

(e) Warranties/Representations. All warranties, representations and covenants made by Celina 75 in this Agreement or in any certificate or other instrument delivered by Celina 75 to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any obligations under this Agreement, regardless of any investigation made by City or on City's behalf.

(f) Conveyances. All conveyances required herein shall be made in a form reasonably acceptable to City and free and clear of any and all encumbrances.

(g) Miscellaneous. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. The captions and headings set forth in this Agreement are for purposes of convenience only and will have no effect in construing the provisions of this Agreement. All references to "Section" or "Sections," contained herein are, unless specifically indicated otherwise, reference sections of this Agreement. Any approval or consent required of any Party under this Agreement will not be unreasonably withheld, conditioned, or delayed. This Agreement may only be amended by an instrument in writing executed by all of the parties hereto. The person executing this Agreement on behalf of the applicable Party has the requisite power and authority to enter into this Agreement and to take any action on behalf of such Party in connection with the transactions contemplated hereby.

(*signatures on following pages*)

EXECUTED by the City and MM Legacy Celina 75 on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____

Robert Ranc, City Manager

ATTEST:

_____

Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2024, by Rober Ranc, City Manager of the City of Celina, Texas, on behalf of the City of Celina, Texas.

_____

Notary Public in and for the State of Texas

MM Legacy Celina 75, LLC,

a Texas limited liability company

By: MMM Ventures, LLC,

a Texas limited liability company

Its Manager

By: 2M Ventures, LLC

A Delaware limited liability company

Its Manager

By: _____

Name: Mehrdad Moayedi

Its: Manager

STATE OF TEXAS §
§
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 2024, personally appeared Mehrdad Moayedi, President of MM Legacy Celina 75 LLC., a Texas corporation, on behalf thereof as Manager of Celina 557 GP Partners, LLC, a Texas limited liability company as General Partner of Celina 557 Partners, L.P., a Texas limited partnership, and acknowledged that he executed the foregoing document on behalf of said company and partnership.

_____

Notary Public in and for the State of Texas

EXHIBIT A
Celina 75 Tract Concept Plan



EXHIBIT B
Legal Description of Celina 75 Tract

LEGAL DESCRIPTION

64.866 ACRES

BEING all that certain tract of land situated in the H. Cochran Survey, Abstract No. 192 and the G. Chenoweth Survey, Abstract No. 140, Collin County, Texas, and being a part of a called 278.29 acre tract of land described as Exhibit "A" and a called 344.75 acre tract described as Exhibit "B", in the deed to LMR Holdings, LTD., recorded in Instrument No. 20090213000158800, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at 1-inch iron pipe found at the Northwest corner of said 278.29 acre tract and the southwest corner of a called 19.274 acre tract of land, described in deed to Grayson-Collin Electric Cooperative Inc, recorded in Instrument No. 2022000108950, said Official Public Records;

THENCE North 86° 42' 24" East, with the north line of said 278.29 acre tract and the south line of said 19.274 acre tract, a distance of 1206.21 feet to a mag nail set in the west line of a called 22.57 acre tract of land, described in deed to Molly Ann Huie, recorded in Instrument No. 20110531000556580, said Official Public Records, for the southeast corner of said 19.274 acre tract;

THENCE South 48° 08' 07" East, with the north line of said 278.29 acre tract and the west line of said 22.57 acre tract, a distance of 30.69 feet to a 5/8-inch iron rod found at the southwest corner of said 22.57 acre tract;

THENCE North 89° 43' 14" East, north line of said 278.29 acre tract and the south line of said 22.57 acre tract, a distance of 241.87 feet to a 5/8-inch iron rod found at the southeast corner of said 22.57 acre tract and at the southwest corner of a called 18.202 acre tract, described in deed to Mary Carmen Esteso and David S. Gerkin, recorded in Instrument No. 20021007001449470, said Official Public Records;

THENCE North 89° 51' 36" East, with the north lines of said 278.29 acre tract and said 344.75 acre tract and the south line of said 18.202 acre tract, within County Road 58, a distance of 820.66 feet to a mag nail set in the north line of said 344.75 acre tract and in the south line of a called 36.977 acre tract, described in deed to Mark A. Palmer and Spouse, Deborah Palmer, recorded in Instrument No. 20120120000072350, said Official Public Records;

THENCE severing said 344.75 acre tract and said 278.29 acre tract, the following courses:

1. South 00° 00' 00" West, a distance of 1453.86 feet to a 1/2-inch iron rod with a cap stamped “RPLS 6677” (hereinafter referred to as a capped iron rod set);

2. North 89° 56' 18" West, a distance of 2134.91 feet to a 5/8-inch capped iron rod stamped "KHA" found;

3. North 09° 51' 48" East, a distance of 50.30 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

4. With said curve to the right, having a radius of 51.79 feet, a central angle of 44° 34' 21", an arc length of 40.29 feet, a chord that bears North 73° 09' 04" West, a distance of 39.28 feet to a 5/8-inch capped iron rod stamped "KHA" found at the end of said curve;

5. North 50° 29' 48" West, a distance of 15.38 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

6. with said curve to the right, having a radius of 44.37 feet, a central angle of 22° 44' 31", an arc length of 17.61 feet, a chord that bears North 38° 51' 10" West, a distance of 17.50 feet to a 5/8-inch capped iron rod stamped "KHA" found at the end of said curve;

7. North 24° 57' 15" West, a distance of 17.66 feet to a capped iron rod set;

8. South 45° 21' 38" East, a distance of 60.27 feet to a capped iron rod set;

9. South 89° 56' 41" East, a distance of 158.06 feet to a capped iron rod set;

10. South 86° 08' 05" East, a distance of 150.49 feet to a capped iron rod set;

11. South 89° 56' 41" East, a distance of 74.11 feet to a capped iron rod set;

12. North 00° 00' 41" East, a distance of 1012.22 feet to a capped iron rod set;

13. South 86° 40' 43" West, a distance of 416.47 feet to a capped iron rod set;

14. South 89° 23' 24" West, a distance of 40.00 feet to a capped iron rod set;

15. South 00° 46' 36" East, a distance of 617.29 feet to a capped iron rod set;

16. South 04° 35' 12" East, a distance of 150.49 feet to a 5/8-inch capped iron rod stamped "KHA" found;

17. South 00° 52' 54" East, a distance of 150.98 feet to a 5/8-inch capped iron rod stamped "KHA" found at the beginning of a non-tangential curve to the right;

18. With said curve to the right, having a radius of 131.50 feet, a central angle of 07° 56' 29", an arc length of 18.23 feet, a chord that bears North 17° 48' 56" West, a distance of 18.21 feet to a 5/8-inch capped iron rod stamped "KHA" found;

THENCE North 13° 50' 45" West, a distance of 286.02 feet to a 5/8-inch capped iron rod stamped "KHA" found in the west line of said 278.29 acres;

THENCE North 00° 47' 53" West, with the west line of said 278.29 acre tract, a distance of 987.51 feet to the POINT OF BEGINNING and enclosing 64.866 acres (2,825,556 square feet) of land, more or less.

EXHIBIT C
Roadway

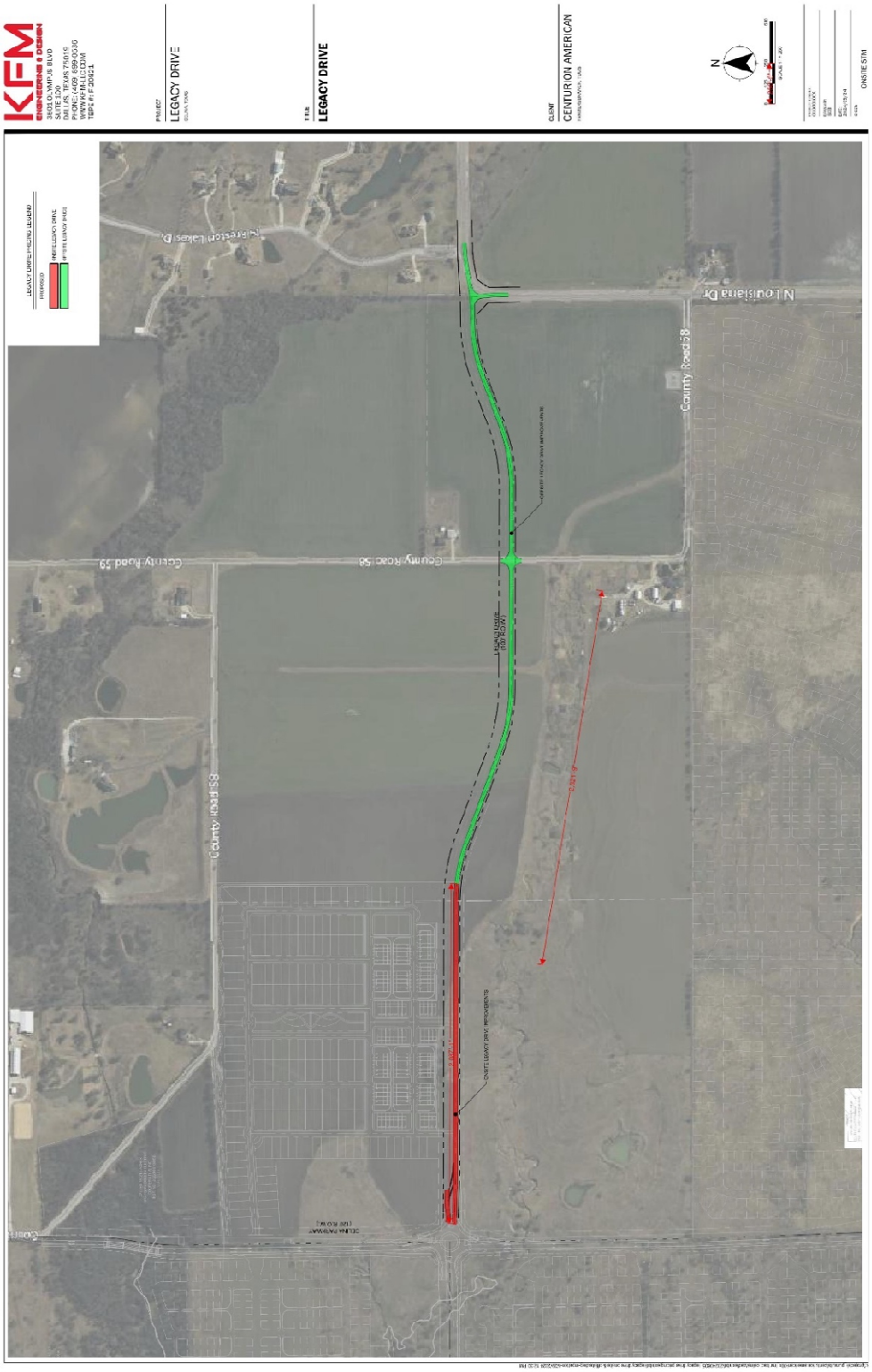


EXHIBIT D –

Opinion of Probable Costs for Offsite Costs

KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

LEGACY DRIVE - OFFSITE COST

Storm Drain System

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KFM ENGINEERING & DESIGN

OPINION OF PROBABLE COST

Miscellaneous Costs

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CIVIL DESIGN FEE	$201,151.77
	CITY TOTAL
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- Existing franchise relocation shall be the responsibility of each franchise utility profider
- No wastewater improvements will be required
- ROW acquisition and easement costs have not been included in this proposal
- City permit and inspection fees do not apply

This Engineer's opinion of probable cost is made on the basis of the Engineer's experience and best judgment as a design professional. This opinion of probable cost does not include city fees; such as easement acquisition, permits, and application fees among others. It must be recognized that any evaluation of work to be performed to construct this project must be by necessity and is speculative in nature until completion of its actual detailed design. In addition the Engineer has no control over the cost of labor, materials or services to be furnished by others or over market conditions. Accordingly, Knight, Fowler & Millsap, LLC. cannot guarantee that actual costs will not vary from the opinions expressed herein.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Drew Jenks
Date:	December 10, 2024
Re:	Carey Road Agreement

Action Requested:
Consider and act on the Carey Road Improvement Agreement between PH Land Holdings, LLC, K. Hovnanian Homes and the City of Celina to construct Carey Road from Legacy Drive to McNabb Road. (Brawner)

Background Information:
Carey Road from Smiley Road to Legacy Drive is identified as a collector road on the City of Celina thoroughfare. The Green Meadows area continues to grow, and adjacent subdivisions are under active development. K Hovnanian Homes and Perry Homes are developing property adjacent to Carey Road. The developers are fulfilling their obligations to construct the perimeter streets for their new development per city code. However, a section of roadway begins at the east end of the Bent Tree Meadows subdivision and extends to Legacy Drive, which the developers are not obligated to construct. These developers approached the city about possibly constructing Carey Road as a single project from Legacy Drive to McNabb Boulevard. The City currently has Legacy Drive from Clear Creek Drive to Carey Road under design, which will construct a two-lane concrete road and a three-lane bridge over Doe Branch. This proposed Carey Road project will connect to the Legacy Road capital project under design and improve mobility for the area residents.

After evaluating multiple options, the city staff determined that the most effective way to construct Carey Road was by joining a three-way partnership to construct Carey Road. As part of this agreement, Bent Tree Meadows will utilize their impact fees to construct the off-site improvements as allowed per the City of Celina's Roadway Impact Fee Ordinance. The city will contribute to right-of-way acquisition, design, and construction per the agreement.

This project is identified in Celina's five-year capital improvement plan.

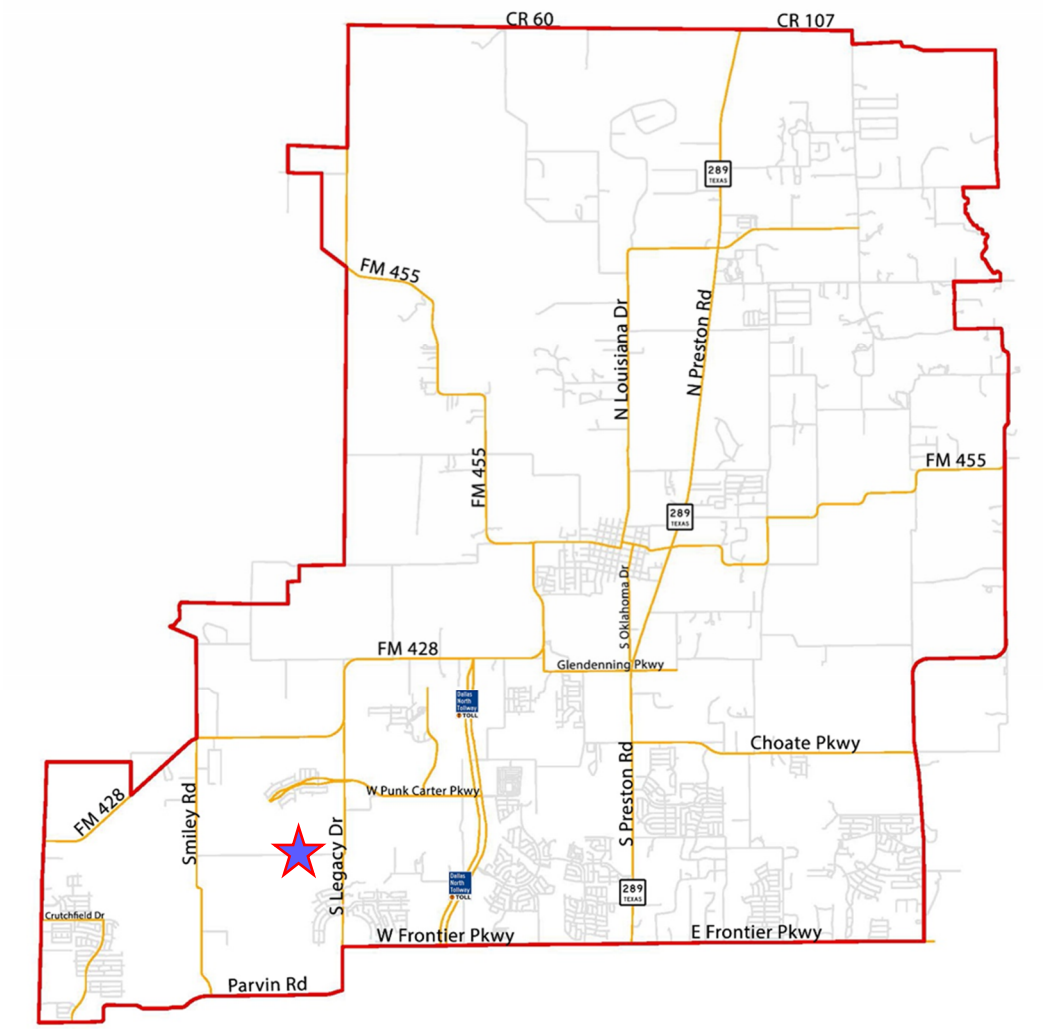
Legal Review:
Legal staff has reviewed and approved the attached agreement.

Supporting Documents:
1. LOCATION MAP Carey Road Agreement
2. Carey Road Cost Sharing Agreement FINAL 12.04.24
3. Carey Road Agreeement

Financial Consideration:
Funding is available through General Fund Bonds. 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 agreement as presented.

LOCATION MAP



CAREY ROAD IMPROVEMENT AGREEMENT

THIS CAREY ROAD IMPROVEMENT AGREEMENT (the "Agreement") is made and entered into to be effective as of this 10th day of December, 2024, (the "Effective Date") by and among **PH LAND HOLDINGS, LLC** ("PH Land"), and **K. HOVNANIAN HOMES** ("K.HOV"), collectively with PH Land and K.HOV are sometimes hereinafter individually referred to as a "Developer" and jointly as the "Developers"), and the **CITY OF CELINA, TEXAS** ("City")(collectively the "Parties" and individually a "Party"), on the terms and conditions hereinafter set forth.

W I T N E S S E T H:

WHEREAS, capitalized terms used in this Agreement are defined throughout;

WHEREAS, Developers collectively own or will own approximately 287.20 acres of property that is the subject of this Agreement, being more particularly depicted on Exhibit A attached hereto and incorporated herein by reference and reflecting the general location of the designated Tracts referred to herein (and defined in Paragraph 1 below), which consists of each Tract (as defined in Paragraph 1 below) described by metes and bounds in an exhibit to this Agreement (collectively, the "Property");

WHEREAS, K.HOV owns or will own approximately 86.642 acres of land (the "Bent Tree Meadows Tract") located in the Celina, Denton County, Texas which Bent Tree Meadows Tract is more particularly depicted on Exhibit A and described on Exhibit B and;

WHEREAS, K.HOV owns approximately 66.490 acres of land (the "K.HOV Tract") located in Celina, Denton County, Texas which K.HOV Tract is depicted on Exhibit A and more particularly described on Exhibit C as Tract 3;

WHEREAS, PH Land owns or will own approximately 151.87 acres of land (the "PH Land Tract") located in Celina, Denton County, Texas which PH Land Tract is more particularly described on Exhibit D and on Exhibit A depicted as the tract designated thereon as Tract 4 and Tract 5;

WHEREAS, City owns or will acquire approximately 2.9 acres of land (the "City Tract") located in Celina, Denton County, Texas which City Tract is generally depicted on Exhibit A as the tract designated thereon as "City";

WHEREAS, the Carey Road improvements from the western boundary of Tract 5 as shown on to Legacy Road, will be constructed to serve the Property, which Improvements will be located in right-of-way as generally depicted on Exhibit F, containing both the Developer Improvement and the City Improvement (in totality, the "Carey Road Improvements" or "Improvements"), with the limits of the Carey Road and Legacy Road intersection to be determined by the City will be constructed to serve the Property, which Improvements will be located in right-of-way as generally depicted on Exhibit F;,

WHEREAS, subject to the terms and provisions hereof, the Developers desire to construct the Improvements so that their respective Tracts and improvements to be constructed thereon will receive improved vehicular access; and

WHEREAS, PH Land desires to fulfill its respective obligation to pay Roadway Impact Fees as recorded in instrument 2008-102681 with Smiley Water Control and Improvement District ; and

WHEREAS, K.HOV desires to fulfill its respective obligation to pay Roadway Impact Fees as per City of Celina Roadway Impact Fee Ordinance contained in Chapter 10 of the Celina Code of Ordinances and adopted in compliance with Chapter 395 of the Texas Local Government Code ("Roadway Impact Fees"); and

WHEREAS, K.HOV desires to fulfill its respective obligation to provide two points of access to Bent Tree Meadows through Carey Road to the west and through Tract 3A/3B prior to receiving certificates of occupancy for Bent Tree Meadows Tract; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. **Land Subject to Agreement**. The Property that is subject to this Agreement is depicted on Exhibit A and divided into the Bent Tree Meadows Tract, the K.HOV Tract 3A/3B, the PH Land Tract 4 and 5, and the City Tract (each, a "Tract" and collectively, the "Property"). K.HOV and PH Land each represent that it is the sole owner or will be the sole owner of its respective Tract or has the authority to commit said Tract to this Agreement.

2. **Carey Road Improvements**.

(a) All Improvements shall be designed, constructed and installed by Developers in compliance with the City's ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as such may be amended (the "City Regulations"). Each contract for construction of the Improvements shall require a two-year maintenance bond following completion of such Improvements, which bond shall run in favor of the Party responsible for maintenance of the completed Improvements. All engineer's opinions of probable costs for the Improvements and the final contract for construction of the Improvements shall separate the total costs into three parts as follows and as shown on Exhibit F:

(i) PHASE 1 - from the western to the eastern property line of the Tract 5, including the intersection at McNabb Road ("Phase 1 Improvement"); and

(ii) PHASE 2 - from the eastern boundary of Tract 5 to the western boundary of Bent Tree Meadows Tract (together with the Phase 1 Improvement, the "Developer Improvement"); and

(iii) PHASE 3 - from the eastern boundary of the Bent Tree Meadows Tract to Legacy Road but excluding improvements at the intersection of Carey Road and Legacy Road (the "City Improvement").

As part of the City Improvement, the City shall, at its sole cost and expense, design the intersection of Carey Road and Legacy Road, including traffic signalization which will be determined upon completion of the final engineering, as approved by the City.

(b) The City will waive residential Roadway Impact Fees for the Bent Tree Meadows Tract and the K.HOV Tract in an amount equal to the actual costs incurred by K.HOV for the design and construction of the Developer Improvement. Prior to submission of the first building permit for the Bent Tree Meadows Tract and the K.HOV Tract, K.HOV shall submit a copy of each contract for design and construction of the Development Improvement, proof of amounts actually paid and all bills paid affidavits for each contract submitted to the City as verification of the total amount of Roadway Impact Fees to be waived.

3. **Right-of-Way for Carey Road Improvements**

(a) Upon completion of construction and acceptance of the Improvements by the respective entity,

i. the Developer Improvement shall be dedicated to, and maintained by the Smiley Road Water Control and Improvement District No. 2 (the "District")

ii. the City Improvement shall be owned and maintained by the City.

Within thirty (30) days of the acceptance for maintenance of the Developer Improvement by the District, and within thirty (30) days of the acceptance for maintenance of the City Improvement by the City, each Developer agrees to convey (i) right-of-way from their respective Tracts for the Carey Road Improvements to the District or City, respectively, and (ii) easements for utilities from their respective Tracts, at no cost to the City or District, respectively, all to be free and clear of liens and encumbrances, by instrument acceptable to the City or District, respectively, which Developer Improvement and City Improvement are expected to be generally located as depicted in Exhibit E containing 10.06 acres, more or less, (the "ROW and Easement Parcels") and a fifty (50) foot wide temporary construction easement that expires upon completion of construction of the Carey Road Improvements and utilities (the "Temporary Construction Easement"). The final widths of the ROW and Easement Parcels will be determined upon completion of the final engineering, as approved by the City.

(b) The City agrees to obtain all third-party rights-of-way, consents, or easements, required for the Carey Road Improvements and water utilities, anticipated to be upon Denton Central Appraisal District property identification numbers 52664, 1014603, 164723, 52623, 133328, 52932, 101229 and Collin Central Appraisal District property identification number 2120832. If, however, the City is unable to obtain such third-party rights-of-way, consents, or easements, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain.

4. **Design and Construction**.

(a) Developers agree to submit engineering plans, specifications and designs that conform to the City Regulations for the City Improvement (the "Construction Plans") to the City for review on or before July 2025. The City shall review and return comments to all Construction Plans for the

City Improvement within thirty (30) days of submission by Developers. The Construction Plans shall be reviewed and approved, in writing, by the City prior to Developers seeking bids for construction of the Carey Road Improvements.

(b) Provided City has obtained all necessary right-of-way easements or consents as required under Section 3(b) of this Agreement, Developers covenant and agree to commence construction of the City Improvement on or before the later of December 2025 or within thirty (30) days of the City obtaining all necessary right-of-way easements or consents as required under Section 3(b) of this Agreement. Developer shall be deemed to have "commenced construction" on the date all of the following have occurred (the "Construction Commencement Date"):

(i) Construction Plans for the City Improvement have been approved by City's engineer, which approval shall not be unreasonably withheld or delayed if the Construction Plans comply with the City Regulations; and

(ii) Execution of a contract for the construction of the Carey Road Improvements, pursuant to the approved Construction Plans, (the "Contract") with the bidder or bidders providing the best value (the "Contractor"), as reasonably determined by Developers and the City.

The contract shall require Contractor to

(i) commence construction within thirty (30) days of the execution thereof;

(ii) cause the Contractor to construct and complete the Carey Road Improvements in accordance with the City-approved Construction Plans; and

(iii) submit monthly payment requests based upon work performed in the prior month; and

(iv) provide all bills paid affidavits prior to acceptance by the City and District; and

(v) obtain City's acceptance of the City Improvement and District acceptance of the Developer Improvement.

Developers shall not unreasonably delay execution of a contract with the Contractor. Developers shall give the City and all other Parties written notice that a bid award has been announced on the same date as such announcement. Developers shall comply with all applicable bidding and purchasing laws in obtaining bids for construction of the Carey Road Improvements. The final, actual costs of the Improvements shall be those amounts paid to the Contractor under the Contract and those amounts paid to engineers for the Construction Plans pursuant to written contracts, which may be more that the estimated costs in Exhibit G of this Agreement (the "Improvement Costs").

(c) Each Party shall be responsible for its proportionate share of the Improvement Costs, which the Parties agree are as follows:

PHASE 1 – DEVELOPER IMPROVEMENT:

PARTY	PROPORTIONATE SHARE OF DEVELOPER IMPROVEMENT	ESTIMATED IMPROVEMENT COSTS
PH Land	100%	$1,117,649.00

PHASE 2 – DEVELOPER IMPROVEMENT

PARTY	PROPORTIONATE SHARE OF CITY IMPROVEMENT	ESTIMATED IMPROVEMENT COSTS
K.HOV - Bent Tree Meadows & Tract 3	100%	

PHASE 3 – CITY IMPROVEMENT:

PARTY	PROPORTIONATE SHARE OF CITY IMPROVEMENT	ESTIMATED IMPROVEMENT COSTS
City	63%	$xx
PH Land/Tract 4	37%	$xx

(d) Within ten (10) days of the execution of the Contract for the City Improvement by Developers and Contractor, each Developer shall deposit with K.HOV ("Escrow Agent") ten percent (10%) of their respective estimated portion of the Improvement Costs for such Party identified on in Paragraph 4(c). Within thirty (30) days of commencement of construction of the Improvements, each Developer shall deposit with Escrow Agent fifteen percent (15%) of their respective portion of the Improvement Costs, with an additional fifteen percent (15%) being deposited every thirty (30) days thereafter so long as Contractor is actively working on the construction of the Improvements. Any additional amount owed based upon actual, final costs, shall be deposited with Escrow Agent at least five (5) days before the final payment is due to Contractor. All of the foregoing shall be collectively referred to as the "Escrowed Costs." The Escrowed Costs shall be held in escrow for the construction of the Improvements in accordance with this Agreement and subject to the following provisions:

(i) Each Developer acknowledges and agrees that the Escrowed Costs deposited by such Developer may or may not satisfy all Improvement Costs and owed and each Developer hereby agrees to tender its proportionate share (to be calculated based on the proportionate shares set forth in Paragraph 4(c)) of any excess Improvement Costs.

(ii) Upon receipt from Developers, the Escrowed Costs received in cash will be deposited by Escrow Agent and will be released and paid to the Contractor as provided herein. The Escrowed Costs shall be released as the Contractor submits to Developers, in writing, monthly requests for progress payments for the City Improvement, or portions thereof, accompanied by invoices evidencing the amount being requested in accordance with the executed Contract for construction, a conditional lien release for all invoices being submitted and complete and full lien releases for the prior month's invoice to the extend payment was made to the Contractor (the "Requested Release"). The Contract executed between Developers and Contractor shall provide that Contractor shall submit each Requested Release to Developers no more often than monthly, with all required invoices and lien releases. Developers will then submit it to City with a written statement that Developers approve the Requested Release or a written objection to the portions not approved. City shall review all Requested Releases for the City Improvement within fifteen (15) days after receipt thereof and, if not approved, notify Developers in writing of City's reasons for rejecting payment of all or any portion of a Requested Release. All approved portions of a Requested Release shall be paid by City to the applicable Contractor within thirty (30) days after receipt thereof. All payments shall be made directly to the applicable Contractor.

(iii) If City, in its sole discretion, completes the construction of the City Improvement as a result of Developers' default of this Agreement, then the City may use the remaining Escrowed Costs (after payment of all Improvement Costs incurred by the Developers) to pay the Improvement Costs incurred by the City in completing the Improvements. In that regard, the City shall complete the Improvements pursuant to the Construction Plans approved by the City, and the City may, in its sole discretion, use the Contractor and Contract executed by Developers for the Improvements. City shall have no obligation to incur Improvement Costs in excess of the amounts actually escrowed by Developers plus City's proportionate share (the "City's Maximum Financial Contribution for Improvements"). Developers shall include in the Contract for the City Improvements: (i) a provision authorizing the voluntary assumption, in City's sole discretion, of said Contract by the City or its authorized designee, and (ii) a provision that limits City's liability to Contractor to and City's Maximum Financial Contribution for the City Improvement.

(iv) If any Escrowed Costs and earned interest remain after Developers and/or City, as permitted, have completed the City Improvement and paid all of the Improvements Costs ("Remaining Escrow Funds"), the Remaining Escrow Funds shall be released to the Developers, based on each Developer's pro rata share of monetary contribution, within thirty (30) days following the date the City Improvement are finally accepted by the City, as the case may be.

(v) Nothing in this Agreement shall waive and/or discharge the Developers from any and all construction requirements of the City with respect to the construction of the water, drainage and other utility infrastructure, including, but not limited to, bonding, as enumerated in state law and the City Regulations. In lieu of Developers providing payment or performance bonds, Developers may require Contractor to provide required bonds in Developers' written construction contract with Contractor.

(vi) As required by applicable ordinances of City and prior to City's final acceptance of the Improvements, Developers shall furnish, or cause to be furnished, to City a maintenance bond in the amount of ten percent (10%) of the contract price for construction of the Improvements, with a reputable and solvent corporate surety, for the benefit of City, to indemnify City against any repairs which may become necessary to any part of the construction work performed in connection with the Improvements, arising from defective workmanship and/or materials used therein, for a period of two (2) years from the date of final acceptance of the Improvements by City.

5. **Default**.

(a) If any Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from the City or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Developer commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to completion, the City shall have the following remedies, in addition to the City's other rights and remedies:

(i) to refuse to issue building permits and/or certificates of occupancy for the Tract of the defaulting Developer until such default has been cured; and/or
(ii) if such failure is for the payment of money, to file an instrument in the land records of the applicable county evidencing a lien on the Tract of the defaulting Developer securing an amount equal to the amount of money owed; and/or
(iii) to refuse to accept any portion of any public improvements on the Tract of the defaulting Developer and/or associated with the development of such Tract; and/or
(iv) to refuse, without notice and/or any other action, to issue and/or apply the reimbursement set forth herein as to the defaulting Party; and/or
(v) to construct and/or complete the City Improvement and to recover any and all costs and expenses associated with the construction and/or completion of same required to be paid by Developers under this Agreement, plus any and all attorneys' fees and costs associated therewith; and/or
(vi) to seek specific enforcement of this Agreement.

(b) In the event City fails to comply with the terms and conditions of this Agreement, after receiving fifteen (15) days written notice to comply from another Party or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Party commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to completion, Developers may seek specific enforcement of this Agreement as their sole and exclusive remedy. City acknowledges that this Agreement is a contract for the provision of goods and services under Chapter 271 of the Local Government Code.

(c) If any Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from another Developer or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Developer commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to

completion, any non-defaulting Developer may seek any remedy available at law from the defaulting Developer.

(d) Notwithstanding any other provisions in this Paragraph 5, any default for failure to make a monetary payment shall be cured within five (5) business days after receiving the notice of default.

6. **Acknowledgements.** Each Developer agrees and acknowledges that: (i) City is entering into this Agreement based on each Developer's representations and warranties with regard to the need for the Carey Road Improvements to serve the Property; (ii) City makes no representations whatsoever with regard to the completion of the Improvements; and (iii) all necessary Improvements and associated ROW and Easement Parcels have not been completed and/or secured so as to serve the Property.

7. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the Parties agree and acknowledge that City shall not, under any circumstance, be required to tender, and/or be liable to Developers for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein, save and except as specifically enumerated in this Agreement for the City Improvement.

8. **Limitations of Agreement/Fees**. The Parties hereto acknowledge that this Agreement is limited to the Carey Road Improvements as described in this Agreement. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, park fees, tap fees, impact fees (including Roadway Impact Fees), pro-rata fees and the like are not affected by this Agreement. This Agreement does not waive, alter or limit any of the obligations of Developers to City under any other ordinance, whether now existing or in the future arising. Further, this Agreement does not waive, alter or limit any of the obligations of Developers in regards to construction, installation and dedication of drainage, water or sewer improvements required by City Regulations.

9. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. As a courtesy, the Parties may email information to each other, but emails shall not constitute a written notice required by this Paragraph. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Celina
ATTN: City Manager
142 N. Ohio
Celina, Texas 75009

With a copy to:
Messer Fort, PLLC
ATTN: Julie Fort
6371 Preston Rd., Suite 200
Frisco, Texas 75034

If to Developers, addressed to each at:

K.HOV:
K. Hovnanian Homes and/or assigns
5808 W. Plano Parkway
Plano, Texas 75093

PH Land:
PH Land Holdings, LLC and/or assigns
3200 Southwest Freeway, Suite 2800
Houston, Texas 77027

10. INDEMNIFICATION. (A) EACH DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER(S), ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE IMPROVEMENTS (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER, AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON

SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPERS ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPERS IN PROVIDING SUCH DEFENSE.

(B) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPERS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, AT ITS SOLE COST; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPERS' OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPERS' OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPERS SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPERS FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPERS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

(C) THIS PARAGRAPH 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

11. PARTIES' ACKNOWLEDGEMENT OF CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.

(A) EACH DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE IMPROVEMENTS AND THE FEES TO BE IMPOSED BY CITY 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) NUISANCE; AND/OR
(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF EACH DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) EACH DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO CITY OR ACQUIRES FOR CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND EACH DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. EACH DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S TRACT ON CITY'S INFRASTRUCTURE. DEVELOPERS AND CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS RELATED TO THE TRACTS THAT ARE THE SUBJECT OF THIS AGREEMENT ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) DEVELOPERS SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH 11.

(B) EACH DEVELOPER RELEASES CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATING TO EACH DEVELOPER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

(C) EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION RELATING TO EACH DEVELOPER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

(D) THIS PARAGRAPH 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in

this Agreement provides City with fair notice of any Developers' actual, anticipated or planned project(s), as this Agreement is solely about the funding of specified infrastructure. Each Developer acknowledges and agrees on its own behalf that this Agreement is not required by City for Developer to develop its Tract or any portion thereof. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT, BUT NOT ANY OTHER CIRCUMSTANCES OR AGREEMENT. THIS PARAGRAPH 12 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13. **Attorney's Fees.** In any legal proceeding brought to enforce the terms of this Agreement, including, but not limited to, a proceeding brought pursuant to Paragraphs 3, 4, 11 and 12 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

14. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and Developers and were relied upon by the Parties in entering into this Agreement.

15. **Developers' Warranties/Representations**. All warranties, representations and covenants made by Developers in this Agreement or in any certificate or other instrument delivered by any Developer to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any obligations under this Agreement, regardless of any investigation made by City or on City's behalf.

16. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. Nothing contained in this Agreement shall be deemed to supersede, modify, or amend the rights and responsibilities of the Parties pursuant to other agreements previously existing except to the extent they may contain requirements for the design and construction of the Carey Road Improvements.

17. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton and Collin County, Texas.

18. **Consideration**. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

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

agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

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

22. **Representations**. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

23. **Sovereign Immunity**. The Parties agree that City has not waived its sovereign immunity by entering into and performing ANY obligations under this Agreement.

24. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

25. **Assignment/Binding Effect**. This Agreement is assignable upon the following conditions:

(a) the assignment of the Agreement must be evidenced by a recordable document executed by the assignee and the assignor, wherein (i) the assignee expressly acknowledges accepting the obligations created by this Agreement and (ii) the property for which this Agreement is being assigned is described by metes and bounds, and, if a final plat has been filed in the real property records of the applicable county or counties, also using plat information;

(b) at the time of any assignment, the assigning Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee; and

(c) the assigning Developer shall provide each other Party, in writing, with (i) the name, address, phone number, fax number and the name of a contact person for the assignee and (ii) a copy of the instrument of assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein. City shall be entitled to continue performing all duties as Escrow Agent and requiring payments from a Developer until City actually receives from said assigning Developer the information required to be provided in writing to the Parties by Paragraph 25(c) above. Each Developer shall be entitled to continue performing its obligations herein and to continue requiring payments from each Developer until the Developers actually receive from said

assigning Developer the information required to be provided in writing to the Parties by Paragraph 25(c) above.

26. **Indemnification**. The Parties agree that the indemnity provisions set forth in Paragraphs 10, 11 and 12 herein are conspicuous, and the Parties have read and understood the same.

27. **Construction of Improvements**. All construction of the City Improvement required herein shall be subject to and in compliance with all City Regulations, whether now existing, hereafter amended or in the future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by K.HOV and PH Land to City.

28. **Conveyances**. All conveyances required herein shall be made in a form reasonably acceptable to City and free and clear of any and all encumbrances.

29. **Waiver**. Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

30. **Reference to Developer**. When referring to each "Developer" herein, this Agreement shall refer to and be binding upon the Developer, and its successors and assignees.

31. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

32. **Exhibits**. The following Exhibits are attached to this Agreement and incorporated as if fully set forth herein for all purposes:

Exhibit A	Depiction/Diagram of Property
Exhibit B	Legal Description of Bent Tree Meadows
Exhibit C	Legal Description of K.HOV Tract 3
Exhibit D	Legal Description of PH Land Tracts 4, 5 and 9
Exhibit E	Carey Road Land Ownership
Exhibit F	Carey Road Improvements
Exhibit G	Estimated Improvement Costs

33. **Future Agreements**. This Agreement shall not prohibit the City from entering into separate agreements with any Developer with respect to reimbursement of impact fees or any other matter related to the development of any of the Tracts.

34. **Termination.** Upon full payment by each Party of its share of Improvement Costs set forth in this Agreement and acceptance of the Carey Road Improvements by City and/or District, respectively, this Agreement shall automatically terminate and the Parties shall have no further

obligations hereunder, except those that expressly survive the termination hereof.

35. **Statutory Verifications**. Each Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, each Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with each 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, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Each 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.

(b) Iran, Sudan and Foreign Terrorist Organizations. Each 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 each 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.

(c) No Discrimination Against Fossil Fuel Companies. Each 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.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations.

Each 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:

(i) '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;

(ii) '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

(iii) '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."

36. Form 1295**. Each Developer represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, Each Developer has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. Each Developer further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by each Developer. The information contained in the From 1295 completed by each Developer has been provided solely by each Developer and the City has not verified such information.**

37. Public Information**. Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, each Developer agrees that this Agreement may be terminated if each Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and each Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to each Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, each Developer is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of each Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.**

Execution pages follow.

IN WITNESS WHEREOF, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

CITY:

CITY OF CELINA, TEXAS

By: _____
City Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Ranc known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF CELINA, TEXAS,** and he executed said instrument for the purposes and consideration therein expressed.

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

_____
[S E A L] Notary Public in and for the State of Texas

DEVELOPER:

K. Hovnanian Homes,
a _____ limited partnership

By: _____,
a _____
General Partner

By: _____,
Name:_____
Title:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared_____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said partnership.

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

_____
[S E A L] Notary Public in and for the State of Texas

DEVELOPER:

PH Land Holding, LLC,
a _____ limited liability company

By: _____,
a _____
General Partner

By: _____,
Name:_____
Title:_____

Date:_____

STATE OF TEXAS §
§
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared_____, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said partnership.

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

[S E A L]

_____
Notary Public in and for the State of Texas

EXHIBIT A
DEPICTION/DIAGRAM OF PROPERTY

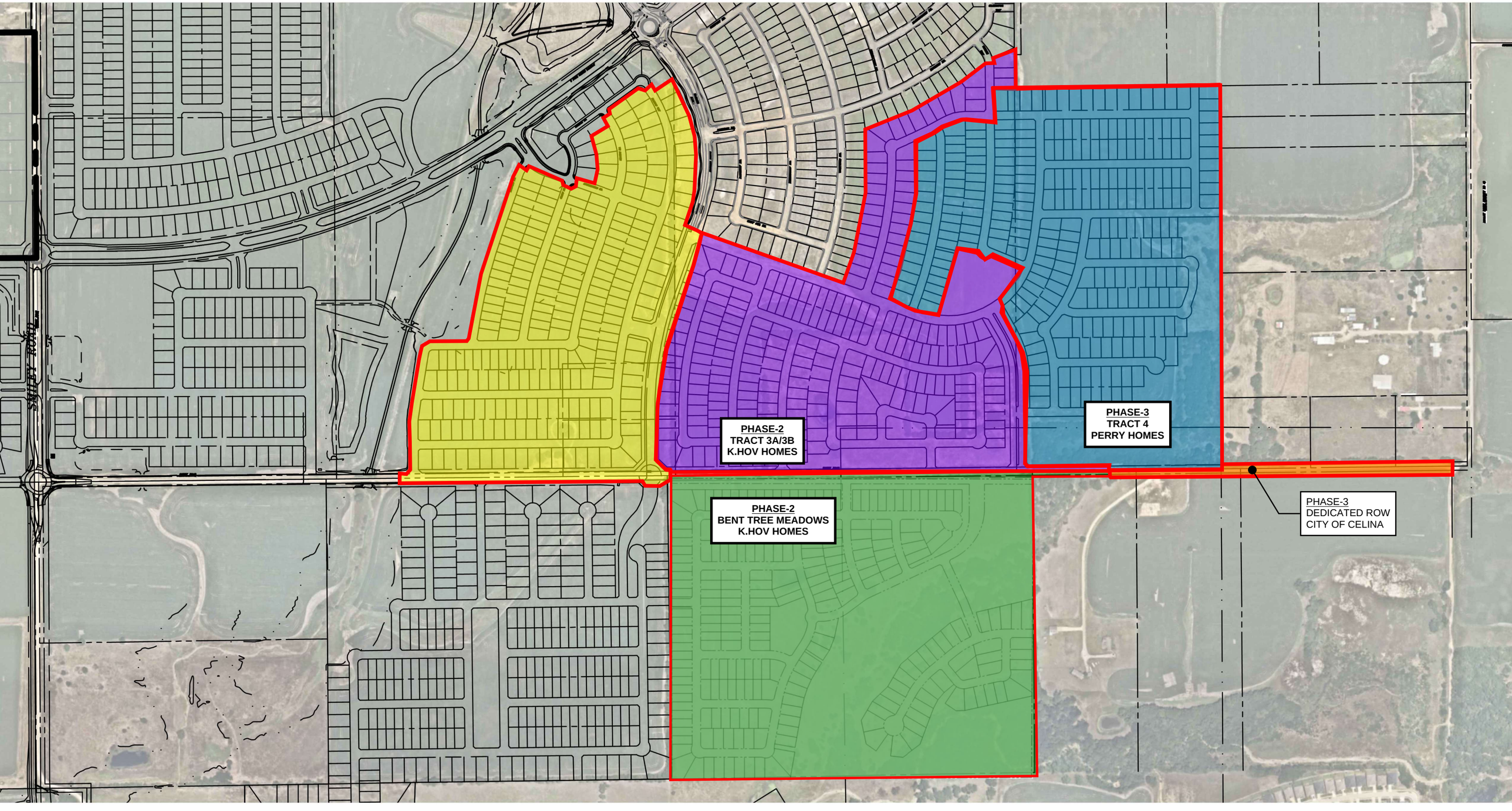
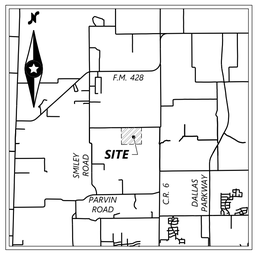

PHASE-2
TRACT 3A/3B
K.HOV HOMES
PHASE-3
TRACT 4
PERRY HOMES
PHASE-2
BENT TREE MEADOWS
K.HOV HOMES
PHASE-3
DEDICATED ROW
CITY OF CELINA

EXHIBIT B
LEGAL DESCRIPTION OF BENT TREE MEADOWS TRACT

© 2024 Westwood Professional Services, Inc.

CELINA 86

VICINITY MAP
(NOT TO SCALE)



1" = 100'

0' 100' 200' 300'

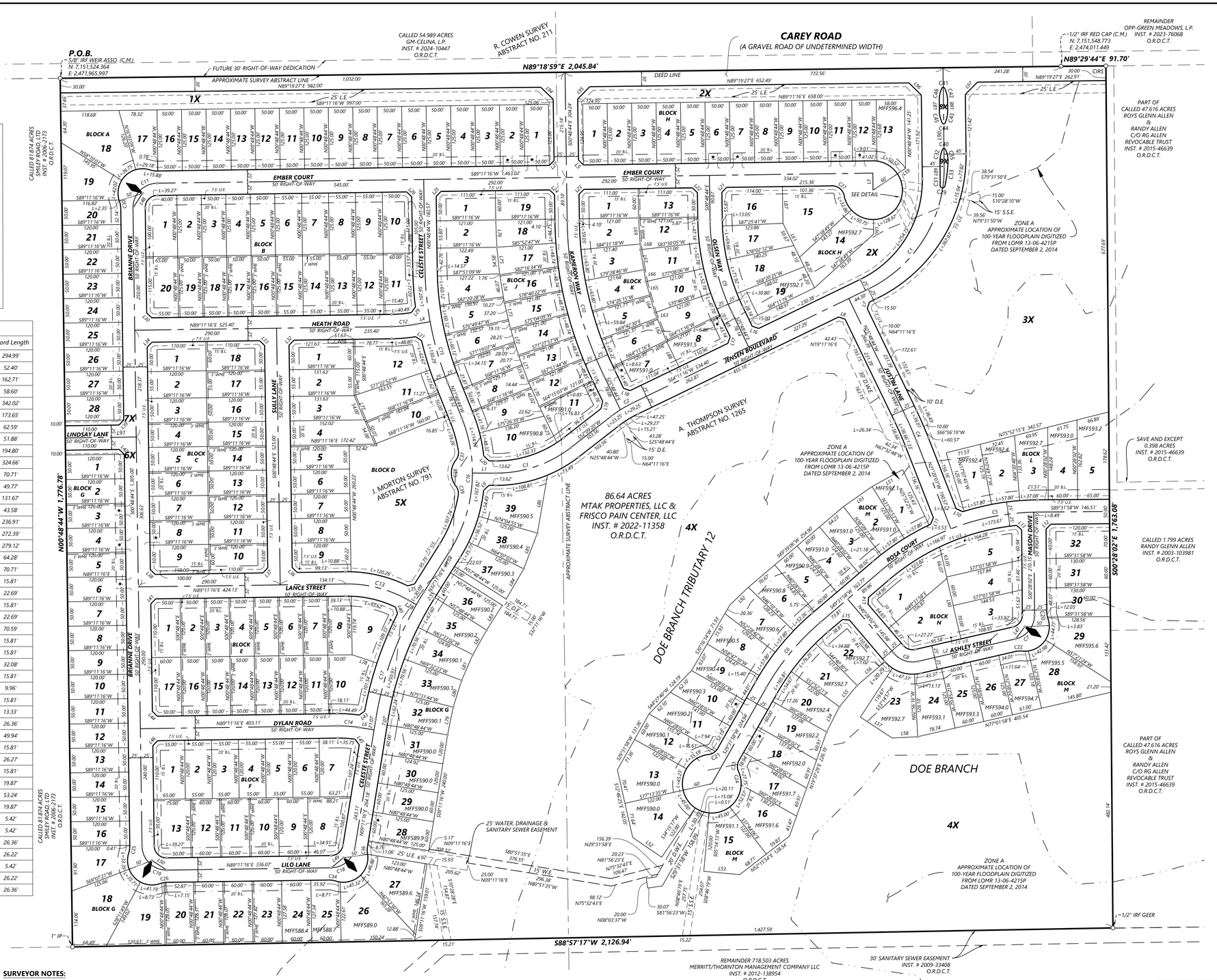
LEGEND

CIRS	1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD PS" FOUND
IRF	IRON ROD FOUND
●	POINT OF CURVATURE / POINT OF INTERSECTION
(C.M.)	CONTROLLING MONUMENT
D.E.	DRAINAGE EASEMENT
INST. #	INSTRUMENT NUMBER
O.R.D.C.T.	OFFICIAL RECORDS DENTON, COUNTY, TEXAS
IP	IRON PIPE FOUND
P.O.B.	POINT OF BEGINNING
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
W.E.	WATER EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
L.E.	LANDSCAPE EASEMENT
V.E.	VISIBILITY EASEMENT
	STREET NAME
	CHANGE SYMBOL
*	DRIVEWAY LOCATION
MFF	MINIMUM FINISH FLOOR

Line Table		
Line #	Length	Direction
L1	47.66'	N89°51'45"W
L2	204.53'	S77°01'58"W
L3	35.00'	N00°48'44"W
L4	29.36'	N79°40'21"E
L5	14.14'	S45°48'44"E
L6	31.48'	S80°48'44"E
L7	14.14'	N19°11'16"E
L8	14.14'	S70°48'44"E
L9	14.78'	N47°47'03"E
L10	14.54'	N64°41'48"W
L11	14.54'	S22°01'42"W
L12	14.14'	N44°31'58"E
L13	13.56'	S47°47'25"E
L14	14.14'	N04°31'58"E
L15	14.14'	S85°28'02"E
L16	14.14'	N70°48'44"W
L17	14.14'	S19°11'16"W
L18	14.12'	N70°54'13"W
L19	15.53'	S13°13'31"W
L20	14.78'	N47°30'33"W
L21	14.14'	N44°11'16"E
L22	14.14'	S45°48'44"E
L23	14.14'	N44°11'16"E
L24	14.14'	S45°48'44"E
L25	14.14'	N44°11'16"E
L26	14.14'	S45°48'44"E
L27	14.14'	N44°11'16"E
L28	19.14'	S60°16'29"E
L29	14.42'	S36°05'09"W
L30	14.14'	N45°48'44"W
L31	14.48'	S56°28'58"E
L32	14.14'	N44°11'16"E
L33	14.14'	S45°48'44"E
L34	14.14'	N44°11'16"E
L35	14.68'	S74°47'38"W
L36	14.14'	N45°48'44"W
L37	14.14'	S44°11'16"W
L38	14.14'	N45°48'44"W
L39	14.14'	S44°11'16"W
L40	14.11'	S17°47'25"E
L41	14.14'	N44°11'16"E
L42	14.14'	S45°48'44"E
L43	14.24'	S54°28'37"W
L44	14.14'	N45°48'44"W
L45	14.12'	S35°53'27"E
L46	14.14'	N44°11'16"E
L47	31.30'	N37°19'05"E
L48	36.06'	N32°52'41"E
L49	32.15'	N50°43'14"E

Line Table		
Line #	Length	Direction
L50	36.06'	N57°07'19"W
L51	71.55'	S60°57'47"W
L52	71.64'	S55°44'43"E
L53	73.79'	S84°45'47"E
L54	57.87'	N26°49'57"E
L55	56.69'	N39°45'54"E
L56	74.79'	N49°31'58"E
L57	77.88'	S56°45'03"E
L58	52.08'	N87°03'44"E
L59	20.00'	N56°02'06"E
L60	29.68'	N00°48'44"W
L61	50.67'	S26°04'34"E
L62	49.54'	N22°11'31"W
L63	61.57'	N22°11'31"W
L64	37.81'	N16°02'53"W
L65	66.19'	S16°02'53"E
L66	66.19'	N09°40'54"W
L67	66.19'	S09°40'54"E
L68	64.99'	N03°23'55"W
L69	53.26'	N03°23'55"W
L70	56.47'	S23°56'37"E
L71	56.34'	S20°20'10"E
L72	56.34'	S16°43'57"E
L73	56.34'	S13°07'45"E
L74	56.34'	S09°31'32"E
L75	56.34'	S05°55'19"E
L76	55.82'	S02°20'41"E
L77	57.99'	N23°00'10"W
L78	53.52'	N71°41'12"W
L79	57.76'	N11°30'23"E
L80	57.47'	N17°27'57"E
L81	57.47'	N23°26'48"E
L82	57.57'	N29°27'07"E
L83	60.00'	N32°11'16"E
L84	71.51'	N30°00'23"E
L85	78.16'	N20°54'01"E
L86	120.40'	N09°59'36"E
L87	20.29'	S00°41'01"E
L88	20.29'	N00°41'01"W
L89	34.73'	N00°41'01"W
L90	201.89'	S00°41'01"E
L91	145.00'	N89°11'16"E
L92	52.18'	N46°14'12"E
L93	71.52'	N54°59'53"E
L94	35.40'	N45°44'38"W
L95	35.31'	N44°15'22"E
L96	35.36'	S45°40'33"E
L97	35.35'	N44°19'32"E

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	311.36'	275.00'	064°52'17"	S 31°45'08" W	294.99'
C2	52.50'	250.00'	012°01'57"	S 58°10'18" W	52.40'
C3	165.73'	250.00'	037°58'55"	S 71°08'47" W	162.71'
C4	58.61'	750.00'	004°28'40"	N 23°34'23" W	58.60'
C5	349.07'	500.00'	040°00'00"	S 69°31'58" W	342.02'
C6	174.53'	500.00'	020°00'00"	S 39°31'58" W	173.65'
C7	67.63'	50.00'	077°30'00"	S 38°16'58" W	62.59'
C8	54.54'	50.00'	062°30'00"	N 71°43'02" W	51.88'
C9	196.35'	450.00'	025°00'00"	S 13°18'44" E	194.80'
C10	327.25'	750.00'	025°00'00"	S 13°18'44" E	324.66'
C11	78.54'	50.00'	090°00'00"	S 44°11'16" W	70.71'
C12	49.82'	300.00'	009°30'55"	N 84°25'49" E	49.77'
C13	133.24'	250.00'	030°32'14"	S 75°32'36" E	131.67'
C14	43.63'	250.00'	010°00'00"	S 85°48'44" E	43.58'
C15	238.24'	650.00'	021°00'00"	N 11°18'44" W	236.91'
C16	282.74'	300.00'	054°00'00"	N 5°11'16" E	272.39'
C17	281.00'	700.00'	023°00'00"	N 20°41'16" E	279.12'
C18	69.81'	50.00'	080°00'00"	N 49°11'16" E	64.28'
C19	78.54'	50.00'	090°00'00"	S 45°48'44" E	70.71'
C20	15.88'	50.00'	018°11'42"	S 9°33'53" E	15.81'
C21	23.55'	25.00'	053°58'05"	N 56°31'01" E	22.69'
C22	15.88'	50.00'	018°11'42"	N 86°07'49" E	15.81'
C23	23.55'	25.00'	053°58'05"	N 2°32'55" E	22.69'
C24	301.53'	60.00'	287°56'10"	S 60°28'02" E	70.59'
C25	15.88'	50.00'	018°11'42"	S 8°17'07" W	15.81'
C26	15.88'	50.00'	018°11'42"	S 80°05'26" W	15.81'
C27	34.83'	25.00'	079°50'09"	S 50°53'39" E	32.08'
C28	15.88'	50.00'	018°11'42"	N 81°42'53" W	15.81'
C29	14.82'	5.00'	169°50'59"	N 82°41'12" W	9.96'
C30	15.88'	50.00'	018°11'42"	S 9°54'34" E	15.81'
C31	13.34'	261.50'	002°55'18"	N 0°46'39" E	13.33'
C32	26.57'	60.00'	025°22'37"	N 12°00'18" E	26.36'
C33	50.00'	288.50'	009°55'49"	S 7°25'24" W	49.94'
C34	15.88'	50.00'	018°11'42"	S 81°42'53" E	15.81'
C35	26.55'	52.25'	029°06'49"	S 12°26'55" E	26.27'
C36	15.88'	50.00'	018°11'42"	N 0°05'26" E	15.81'
C37	20.46'	24.50'	047°51'04"	N 14°27'37" E	19.87'
C38	57.41'	43.00'	076°29'49"	S 0°08'15" W	53.24'
C39	20.46'	24.50'	047°51'04"	N 14°11'08" W	19.87'
C40	6.77'	3.00'	129°14'47"	N 89°18'59" E	5.42'
C41	6.77'	3.00'	129°14'47"	S 89°18'59" W	5.42'
C42	26.57'	60.00'	025°22'37"	N 13°22'19" W	26.36'
C43	26.43'	60.00'	025°14'21"	N 12°04'24" E	26.22'
C44	6.77'	3.00'	129°14'47"	N 89°18'59" E	5.42'
C45	26.43'	60.00'	025°14'21"	S 13°26'25" E	26.22'
C46	26.57'	60.00'	025°22'37"	S 12°00'18" W	26.36'



SURVEYOR NOTES:

1.) ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.

2.) THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.

3.) ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA. ANY COMMON AREAS WITHIN THE CITY'S RIGHT-OF-WAY ARE REQUIRED TO BE AN HOA "X" LOT.

4.) ALL COMMON AREA/HOA LOTS OR FLOODPLAIN MAY CONTAIN A PUBLIC TRAIL AND SHALL PROVIDE AN ACCESS EASEMENT FOT THE PUBLIC TO USE THE TRAIL.

5.) NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

6.) THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.

7.) SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS "ZONE A" (AREA OF 100 YEAR FLOOD HAZARD) WHEN SCALED FROM LOMR 13-06-4215P, DATED SEPTEMBER 2, 2014.

8.) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83).

9.) NO OVERHEAD UTILITIES ARE PERMITTED ON THE SUBJECT PROPERTY.

City Project #

SURVEYOR NOTES:

10.) ALL INTERIOR LOT CORNERS ARE MONUMENTED WITH A 1/2 INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" UNLESS OTHERWISE NOTED.

11.) PLAT WILL NOT BE FILED PRIOR TO A FEAM APPROVED LOMR OR CLOMR.

12.) A 1' SIDEWALK EASEMENT IS CREATED ON ALL LOTS ADJACENT TO OR FRONTING THE FOLLOWING STREETS: LILO LANE, CELESTE STREET, BRIANNE DRIVE, DYLAN ROAD, LANCE STREET, SULLY LANE, HEATH ROAD, KAMERON WAY, OLSEN WAY, EMBER COURT, ASHLEY STREET, MASON DRIVE, ROSA COURT, AND JENSEN BOULEVARD.

OWNER
K. HOVNANIAN HOMES
5808 WEST PLANO PARKWAY
PLANO, TX 75093
ENGINEER / SURVEYOR
Westwood
Phone (214) 473-4640
Toll Free (888) 937-5150
2901 Dallas Parkway, Suite 400
Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. F-10074301

A FINAL PLAT OF BENT TREE MEADOWS

240 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS
RIGHT-OF-WAY 15.225 ACRES
TOTALING 86.642 ACRES
SITUATED IN THE
A. THOMPSON SURVEY, ABSTRACT No. 1265, AND THE
J. MORTON SURVEY, ABSTRACT No. 791,
CITY OF CELINA, DENTON COUNTY, TEXAS

86.642 Acres Nov. 15 2024 Job No. 0052663.00 CELINA 86

1/2

G:\JOB\0052663.00\c_SRVY\0052663.00_PLAT.DWG

© 2024 Westwood Professional Services, Inc.

Lot Table		
Lot #	SF	Acre
BLOCK A LOT 1	6,250	0.143
BLOCK A LOT 1X	37,402	0.859
BLOCK A LOT 2	6,250	0.143
BLOCK A LOT 3	6,250	0.143
BLOCK A LOT 4	6,250	0.143
BLOCK A LOT 5	6,250	0.143
BLOCK A LOT 6	6,250	0.143
BLOCK A LOT 7	6,250	0.143
BLOCK A LOT 7X	1,150	0.026
BLOCK A LOT 8	6,250	0.143
BLOCK A LOT 9	6,250	0.143
BLOCK A LOT 10	6,250	0.143
BLOCK A LOT 11	6,250	0.143
BLOCK A LOT 12	6,250	0.143
BLOCK A LOT 13	6,250	0.143
BLOCK A LOT 14	6,250	0.143
BLOCK A LOT 15	6,250	0.143
BLOCK A LOT 16	6,250	0.143
BLOCK A LOT 17	7,526	0.173
BLOCK A LOT 18	14,474	0.332
BLOCK A LOT 19	9,554	0.219
BLOCK A LOT 20	5,981	0.137
BLOCK A LOT 21	6,000	0.138
BLOCK A LOT 22	6,000	0.138
BLOCK A LOT 23	6,000	0.138
BLOCK A LOT 24	6,000	0.138
BLOCK A LOT 25	6,000	0.138
BLOCK A LOT 26	6,000	0.138
BLOCK A LOT 27	6,000	0.138
BLOCK A LOT 28	6,000	0.138
BLOCK B LOT 1	7,991	0.183
BLOCK B LOT 2	6,250	0.143
BLOCK B LOT 3	6,250	0.143
BLOCK B LOT 4	6,250	0.143
BLOCK B LOT 5	6,250	0.143
BLOCK B LOT 6	6,875	0.158
BLOCK B LOT 7	6,875	0.158
BLOCK B LOT 8	6,875	0.158
BLOCK B LOT 9	6,875	0.158
BLOCK B LOT 10	7,450	0.171
BLOCK B LOT 11	7,561	0.174
BLOCK B LOT 12	6,875	0.158
BLOCK B LOT 13	6,875	0.158
BLOCK B LOT 14	6,875	0.158
BLOCK B LOT 15	6,875	0.158
BLOCK B LOT 16	6,250	0.143
BLOCK B LOT 17	6,250	0.143
BLOCK B LOT 18	6,250	0.143
BLOCK B LOT 19	6,250	0.143
BLOCK B LOT 20	8,075	0.185
BLOCK C LOT 1	7,150	0.164
BLOCK C LOT 2	6,600	0.152
BLOCK C LOT 3	6,000	0.138
BLOCK C LOT 4	6,000	0.138
BLOCK C LOT 5	6,000	0.138
BLOCK C LOT 6	6,000	0.138
BLOCK C LOT 7	6,000	0.138
BLOCK C LOT 8	6,000	0.138
BLOCK C LOT 9	7,150	0.164
BLOCK C LOT 10	7,150	0.164
BLOCK C LOT 11	6,000	0.138
BLOCK C LOT 12	6,000	0.138
BLOCK C LOT 13	6,000	0.138
BLOCK C LOT 14	6,000	0.138
BLOCK C LOT 15	6,000	0.138
BLOCK C LOT 16	6,000	0.138
BLOCK C LOT 17	6,600	0.152
BLOCK C LOT 18	7,150	0.164
BLOCK D LOT 1	7,848	0.180
BLOCK D LOT 2	7,239	0.166
BLOCK D LOT 3	7,091	0.163
BLOCK D LOT 4	8,111	0.186
BLOCK D LOT 5	6,000	0.138
BLOCK D LOT 5X	59,146	1.358
BLOCK D LOT 6	6,000	0.138

Lot Table		
Lot #	SF	Acre
BLOCK D LOT 7	6,000	0.138
BLOCK D LOT 8	6,000	0.138
BLOCK D LOT 9	7,151	0.164
BLOCK D LOT 10	8,026	0.184
BLOCK D LOT 11	8,650	0.199
BLOCK D LOT 12	13,468	0.309
BLOCK E LOT 1	7,150	0.164
BLOCK E LOT 2	6,000	0.138
BLOCK E LOT 3	6,000	0.138
BLOCK E LOT 4	6,000	0.138
BLOCK E LOT 5	6,000	0.138
BLOCK E LOT 6	6,000	0.138
BLOCK E LOT 7	6,000	0.138
BLOCK E LOT 8	5,999	0.138
BLOCK E LOT 9	9,253	0.212
BLOCK E LOT 10	10,137	0.233
BLOCK E LOT 11	6,000	0.138
BLOCK E LOT 12	6,000	0.138
BLOCK E LOT 13	6,000	0.138
BLOCK E LOT 14	6,000	0.138
BLOCK E LOT 15	6,000	0.138
BLOCK E LOT 16	6,000	0.138
BLOCK E LOT 17	7,150	0.164
BLOCK F LOT 1	7,750	0.178
BLOCK F LOT 2	6,600	0.152
BLOCK F LOT 3	6,600	0.152
BLOCK F LOT 4	6,600	0.152
BLOCK F LOT 5	6,600	0.152
BLOCK F LOT 6	6,600	0.152
BLOCK F LOT 7	8,733	0.200
BLOCK F LOT 8	9,227	0.212
BLOCK F LOT 9	7,200	0.165
BLOCK F LOT 10	7,200	0.165
BLOCK F LOT 11	7,200	0.165
BLOCK F LOT 12	7,200	0.165
BLOCK F LOT 13	8,866	0.204
BLOCK G LOT 1	6,000	0.138
BLOCK G LOT 2	6,000	0.138
BLOCK G LOT 3	6,000	0.138
BLOCK G LOT 4	6,000	0.138
BLOCK G LOT 5	6,000	0.138
BLOCK G LOT 6X	1,150	0.026
BLOCK G LOT 7	6,000	0.138
BLOCK G LOT 8	6,000	0.138
BLOCK G LOT 9	6,000	0.138
BLOCK G LOT 10	6,000	0.138
BLOCK G LOT 11	6,000	0.138
BLOCK G LOT 12	6,000	0.138
BLOCK G LOT 13	6,000	0.138
BLOCK G LOT 14	6,000	0.138
BLOCK G LOT 15	6,000	0.138
BLOCK G LOT 16	6,000	0.138
BLOCK G LOT 17	8,252	0.189
BLOCK G LOT 18	14,464	0.332
BLOCK G LOT 19	10,769	0.247
BLOCK G LOT 20	7,705	0.177
BLOCK G LOT 21	7,691	0.177
BLOCK G LOT 22	7,677	0.176
BLOCK G LOT 23	7,662	0.176
BLOCK G LOT 24	7,648	0.176
BLOCK G LOT 25	7,589	0.174
BLOCK G LOT 26	13,447	0.309
BLOCK G LOT 27	12,105	0.278
BLOCK G LOT 28	7,500	0.172
BLOCK G LOT 29	7,500	0.172
BLOCK G LOT 31	15,000	0.344
BLOCK G LOT 32	7,972	0.183
BLOCK G LOT 33	8,032	0.184
BLOCK G LOT 34	8,032	0.184
BLOCK G LOT 35	8,011	0.184
BLOCK G LOT 36	7,500	0.172
BLOCK G LOT 37	8,032	0.184
BLOCK G LOT 38	8,335	0.191
BLOCK G LOT 39	10,717	0.246
BLOCK H LOT 1	6,250	0.143

Lot Table		
Lot #	SF	Acre
BLOCK H LOT 2	6,250	0.143
BLOCK H LOT 2X	49,617	1.139
BLOCK H LOT 3	6,250	0.143
BLOCK H LOT 4	6,250	0.143
BLOCK H LOT 5	6,250	0.143
BLOCK H LOT 6	6,250	0.143
BLOCK H LOT 7	6,250	0.143
BLOCK H LOT 8	6,250	0.143
BLOCK H LOT 9	6,250	0.143
BLOCK H LOT 10	6,250	0.143
BLOCK H LOT 11	6,250	0.143
BLOCK H LOT 12	6,252	0.144
BLOCK H LOT 13	8,016	0.184
BLOCK H LOT 14	10,783	0.248
BLOCK H LOT 15	13,377	0.307
BLOCK H LOT 16	9,500	0.218
BLOCK H LOT 17	7,807	0.179
BLOCK H LOT 18	8,642	0.198
BLOCK H LOT 19	7,967	0.183
BLOCK J LOT 1	7,210	0.166
BLOCK J LOT 2	6,794	0.156
BLOCK J LOT 3	6,980	0.160
BLOCK J LOT 4	6,975	0.160
BLOCK J LOT 5	7,093	0.163
BLOCK J LOT 6	7,113	0.163
BLOCK J LOT 7	6,850	0.157
BLOCK J LOT 8	6,462	0.148
BLOCK J LOT 9	7,356	0.169
BLOCK J LOT 10	9,660	0.222
BLOCK J LOT 11	8,485	0.195
BLOCK J LOT 12	6,356	0.146
BLOCK J LOT 13	6,342	0.146
BLOCK J LOT 14	6,342	0.146
BLOCK J LOT 15	6,342	0.146
BLOCK J LOT 16	6,342	0.146
BLOCK J LOT 17	6,342	0.146
BLOCK J LOT 18	6,317	0.145
BLOCK J LOT 19	7,210	0.166
BLOCK K LOT 1	7,210	0.166
BLOCK K LOT 2	7,075	0.162
BLOCK K LOT 3	7,098	0.163
BLOCK K LOT 4	7,094	0.163
BLOCK K LOT 5	6,656	0.153
BLOCK K LOT 6	6,728	0.154
BLOCK K LOT 7	7,212	0.166
BLOCK K LOT 8	7,208	0.165
BLOCK K LOT 9	6,580	0.151
BLOCK K LOT 10	7,159	0.164
BLOCK K LOT 11	7,159	0.164
BLOCK K LOT 12	7,104	0.163
BLOCK K LOT 13	7,210	0.166
BLOCK L LOT 1	8,045	0.185
BLOCK L LOT 2	8,343	0.192
BLOCK L LOT 3	8,916	0.205
BLOCK L LOT 3X	265,782	6.102
BLOCK L LOT 4	9,332	0.214
BLOCK L LOT 5	11,097	0.255
BLOCK M LOT 1	8,053	0.185
BLOCK M LOT 2	8,038	0.185
BLOCK M LOT 3	7,689	0.177
BLOCK M LOT 4	7,480	0.172
BLOCK M LOT 4X	911,635	20.928
BLOCK M LOT 5	7,487	0.172
BLOCK M LOT 6	8,093	0.186
BLOCK M LOT 7	8,465	0.194
BLOCK M LOT 8	8,184	0.188
BLOCK M LOT 9	7,632	0.175
BLOCK M LOT 10	7,980	0.183
BLOCK M LOT 11	8,936	0.205
BLOCK M LOT 12	8,054	0.185
BLOCK M LOT 13	11,601	0.266
BLOCK M LOT 14	11,688	0.268
BLOCK M LOT 15	11,543	0.265
BLOCK M LOT 16	9,703	0.223
BLOCK M LOT 17	8,702	0.200

Lot Table		
Lot #	SF	Acre
BLOCK M LOT 18	8,567	0.197
BLOCK M LOT 19	7,938	0.182
BLOCK M LOT 20	8,102	0.186
BLOCK M LOT 21	8,124	0.186
BLOCK M LOT 22	9,606	0.221
BLOCK M LOT 23	11,093	0.255
BLOCK M LOT 24	8,466	0.194
BLOCK M LOT 25	7,500	0.172
BLOCK M LOT 26	7,500	0.172
BLOCK M LOT 27	7,568	0.174
BLOCK M LOT 28	13,428	0.308
BLOCK M LOT 29	11,700	0.269
BLOCK M LOT 30	7,794	0.179
BLOCK M LOT 31	7,800	0.179
BLOCK M LOT 32	9,050	0.208
BLOCK N LOT 1	12,393	0.285
BLOCK N LOT 2	11,817	0.271
BLOCK N LOT 3	9,495	0.218
BLOCK N LOT 4	9,071	0.208
BLOCK N LOT 5	11,798	0.271
BLOCK O LOT 8X	1,036	0.024
BLOCK P LOT 9X	1,056	0.024
R-O-W	664,440	15.253

PROPOSED CELINA 86 LOTS		
Lot Type 1 (50')	Lot Type 2 (60')	Total
171	69	240

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §

COUNTY OF _____ §

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEING A TRACT OF LAND SITUATED IN THE J. MORTON SURVEY, ABSTRACT NUMBER 791, AND A. THOMPSON SURVEY, ABSTRACT NUMBER 1265, DENTON COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND TO MTAK PROPERTIES, LLC AND FRISCO PAIN CENTER , LLC RECORDED IN INSTRUMENT NUMBER 2022-11358 OFFICIAL RECORDS DENTON COUNTY, TEXAS (O.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH CAP STAMPED "WEIR ASSO." FOUND IN CAREY ROAD, THE NORTHWEST CORNER OF SAID MTAK PROPERTIES TRACT, THE NORTHEAST CORNER OF A TRACT OF LAND TO SMILEY ROAD, LTD RECORDED IN INSTRUMENT NUMBER 2006-2173 O.R.D.C.T., AND IN THE SOUTH LINE OF A TRACT OF LAND TO GM-CELINA, L.P. RECORDED IN INSTRUMENT NUMBER 2024-10447 O.R.D.C.T.

THENCE NORTH 89° 18' 59" EAST, 2,045.84 FEET WITH SAID CAREY ROAD, SAID SOUTH LINE AND THE NORTH LINE OF SAID MTAK PROPERTIES, LLC TRACT TO A 1/2 INCH IRON ROD WITH RED CAP FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO OPP-GREEN MEADOWS, L.P. RECORDED IN INSTRUMENT NUMBER 2023-76068 O.R.D.C.T.;

THENCE NORTH 89° 29' 44" EAST, 91.70 FEET CONTINUING WITH SAID CAREY ROAD, AND SAID COMMON LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "WESTWOOD PS" SET FOR THE NORTHEAST CORNER OF SAID MTAK PROPERTIES, LLC TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND TO ROYS GLENN ALLEN AND RANDY ALLEN C/O RG ALLEN REVOCABLE TRUST RECORDED IN INSTRUMENT NUMBER 2015-46639 O.R.D.C.T.;

THENCE SOUTH 00° 28' 02" EAST, 1,763.08 FEET DEPARTING SAID NORTHEAST CORNER WITH THE EAST LINE OF SAID MTAK PROPERTIES, LLC TRACT, THE WEST LINE OF SAID REVOCABLE TRUST TRACT AND THE WEST LINE OF A TRACT OF LAND TO RANDY GLENN ALLEN RECORDED IN INSTRUMENT NUMBER 2003-103981 O.R.D.C.T. TO A 1/2 INCH IRON ROD STAMPED "GEER" FOUND FOR THE SOUTHEAST CORNER OF SAID MTAK PROPERTIES TRACT, THE SOUTHWEST CORNER OF SAID REVOCABLE TRUST AND IN THE NORTH LINE OF A TRACT OF LAND TO MERRITT/THORNTON MANAGEMENT COMPANY, LLC RECORDED IN INSTRUMENT NUMBER 2012-138954 O.R.D.C.T.;

THENCE SOUTH 88° 57' 17" WEST, 2,126.94 FEET WITH THE NORTH LINE OF SAID MERRITT/THORNTON MANAGEMENT COMPANY, LLC TRACT AND THE SOUTH LINE OF SAID MTAK PROPERTIES, LLC TRACT TO A 1 INCH IRON PIPE FOUND IN SAID NORTH LINE, THE SOUTHWEST CORNER OF SAID MTAK PROPERTIES, LLC TRACT AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD, LTD TRACT;

THENCE NORTH 00° 48' 44" WEST, 1,776.78 FEET DEPARTING SAID NORTH LINE WITH THE EAST LINE OF SAID SMILEY ROAD, LTD TRACT AND THE WEST LINE OF SAID MTAK PROPERTIES, LLC TRACT TO THE **POINT OF BEGINNING** AND CONTAINING 3,774,141 SQUARE FEET OR 86.642 ACRES MORE OR LESS.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

THAT **BLUE BONNET CAPITAL PARTNERS**, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS FINAL PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **BENT TREE MEADOWS** SUBDIVISION, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, FIRE LANES, DRIVE AISLES, PARKING SPACES, PARKS, AND TRAILS, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, FLOODWAYS, WATER MAINS, WASTEWATER MAINS, AND OTHER UTILITIES AND FACILITIES, AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND OTHER CITY CODES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND TO FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED. FURTHER, THE UNDERSIGNED COVENANTS AND AGREES THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AND FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL CONDITION AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF CELINA. AT NO POINT SHALL ANY OVERHEAD UTILITIES BE INSTALLED ON THE SUBJECT PROPERTY. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: K. HOVNANIAN HOMES

NAME:_____

TITLE:

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR _____ COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE IS _____, AND THAT HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

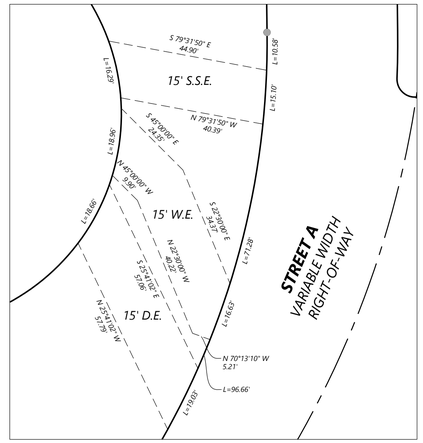
_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____

TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES: _____



DETAIL

1" = 20'

0' 20' 40'

SURVEYOR CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS:

THAT I, JASON B. ARMSTRONG, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CELINA, TEXAS.

_____

JASON B. ARMSTRONG
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5557

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JASON B. ARMSTRONG, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

WITNESS MY HAND AT _____, TEXAS, THIS ___ DAY OF _____, 2024.

_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.

CERTIFICATE OF PLAT APPROVAL

APPROVED

_____ _____

CITY DEVELOPMENT OFFICIAL DATE
CITY OF CELINA, TEXAS

WITNESS BY HAND THIS _____ DATE OF _____, 20_____

_____

CITY SECRETARY
CITY OF CELINA, TEXAS

OWNER
K. HOVNANIAN HOMES
5808 WEST PLANO PARKWAY
PLANO, TX 75093
ENGINEER / SURVEYOR
Westwood
Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. F-10074301

A FINAL PLAT
OF
BENT TREE MEADOWS
240 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS
RIGHT-OF-WAY 15.225 ACRES
TOTALING 86.642 ACRES
SITUATED IN THE
A. THOMPSON SURVEY, ABSTRACT No. 1265, AND THE
J. MORTON SURVEY, ABSTRACT No. 791,
CITY OF CELINA, DENTON COUNTY, TEXAS

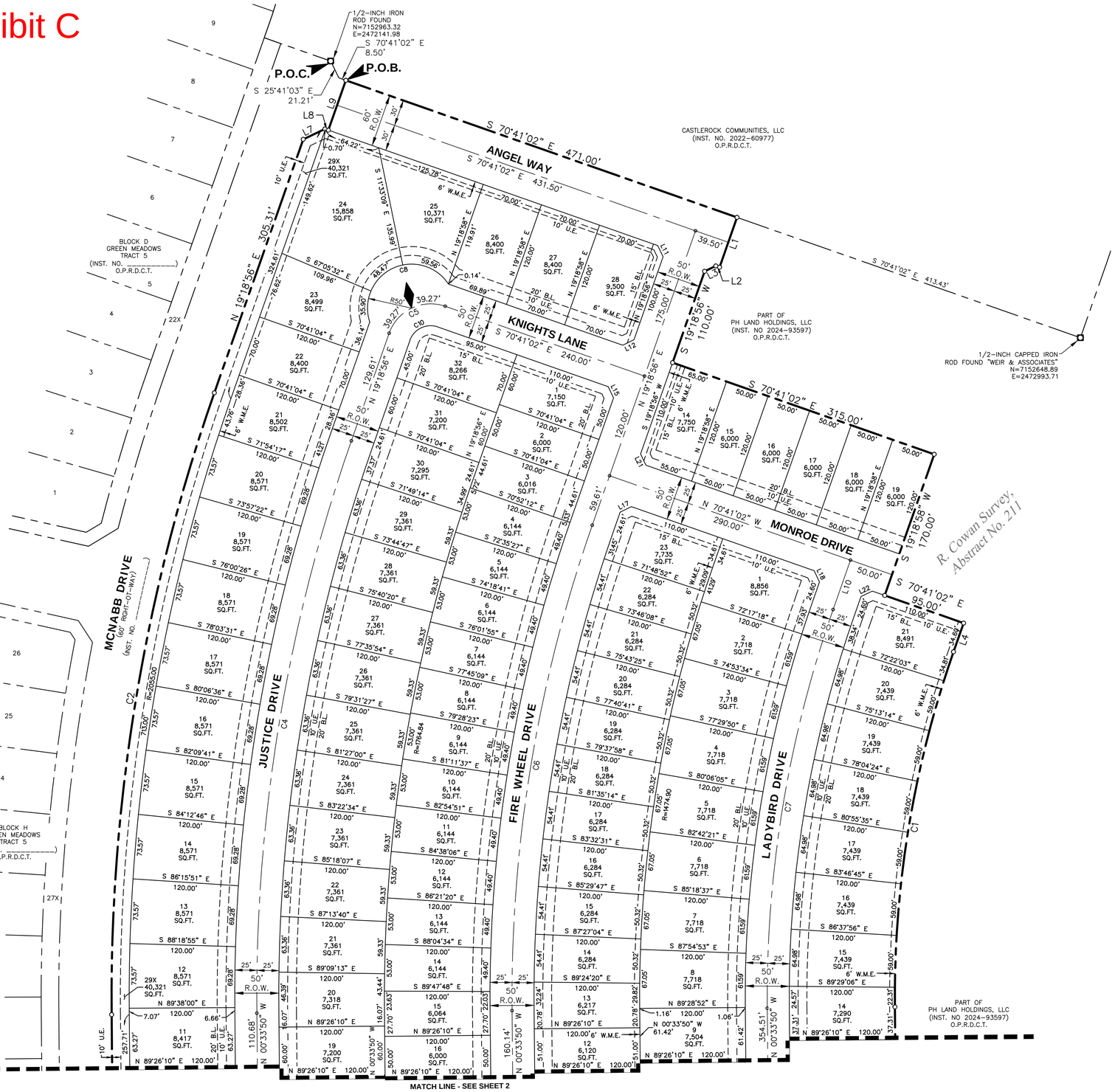
86.642 Acres Nov. 15 2024 Job No. 0052663.00 CELINA 86

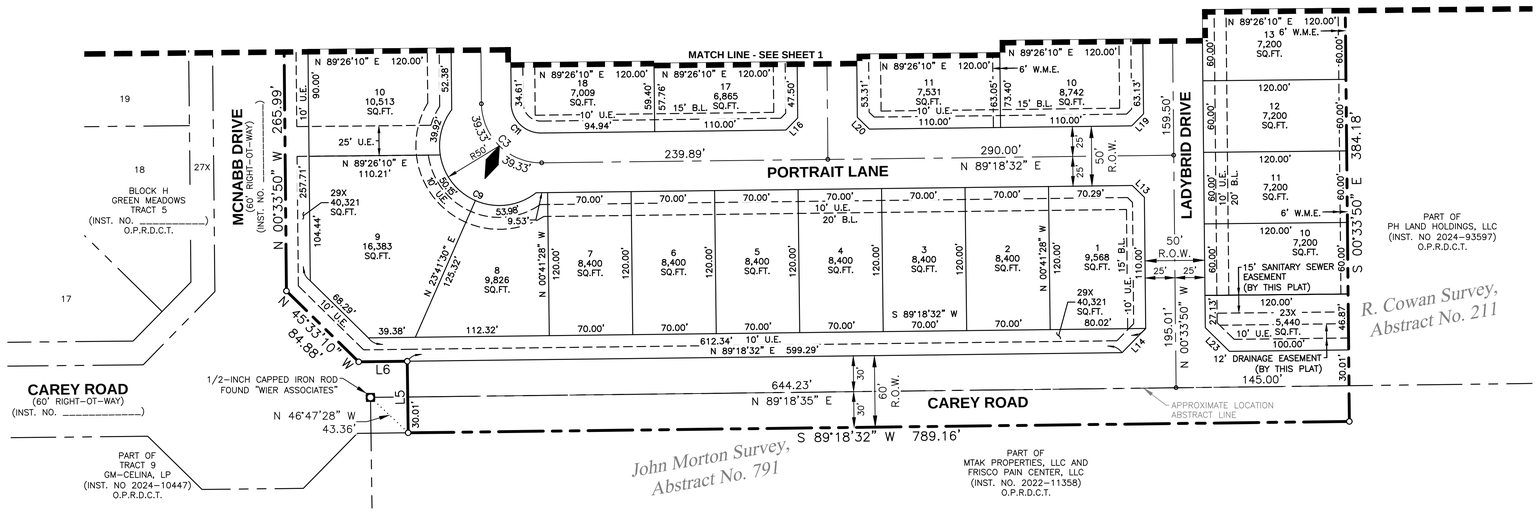
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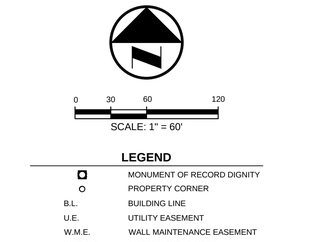
City Project #

EXHIBIT C
LEGAL DESCRIPTION OF K.HOV TRACT 3

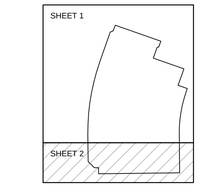
Exhibit C


1/2-INCH IRON ROD FOUND N=7152963.32 E=2472141.98
S 70°41'02" E 8.50'
P.O.C.
P.O.B.
S 25°41'03" E 21.21'
L8
L9
L7
L6 0.70
60' R.O.W.
30'
30'
S 70°41'02" E 471.00'
ANGEL WAY
S 70°41'02" E 431.50'
CASTLEROCK COMMUNITIES, LLC (INST. NO. 2022-60977) O.P.R.D.C.T.
10' U.E.
6' W.M.E.
S 11°53'09" E 155.99'
125.78'
70.00'
70.00'
70.00'
70.00'
39.50'
L11
L1
L2
S 70°41'02" E 413.43'
N 19°18'56" E 305.31'
149.62'
304.61'
76.62'
S 67°05'32" E 109.98'
59.56'
68.57'
C8
0.14'
69.89'
R50'
39.27'
C5
C10
39.27'
35.96'
36.14'
129.61'
N 19°18'56" E
KNIGHTS LANE
S 70°41'02" E 240.00'
PART OF PH LAND HOLDINGS, LLC (INST. NO 2024-93597) O.P.R.D.C.T.
1/2-INCH CAPPED IRON ROD FOUND "WEIR & ASSOCIATES" N=7152648.89 E=2472993.71
S 19°18'56" W 110.00'
65.00'
S 70°41'02" E 315.00'
50.00'
50.00'
50



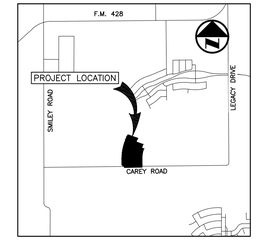


TYPICAL LOT LAYOUT
(1" = 60')



KEY MAP
(NOT TO SCALE)

0 30 60 120
SCALE: 1" = 60'



VICINITY MAP
(NOT TO SCALE)

LEGEND

■	MONUMENT OF RECORD DIGNITY
O	PROPERTY CORNER
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
INST. NO.	INSTRUMENT NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
VOL.	VOLUME
CIRF	5/8-INCH IRON ROD W/"BGE" CAP FOUND
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
— — —	PROPERTY LINE
— — —	EXISTING EASEMENT LINE

AREA TABLE

RESIDENTIAL LOTS	766,651 SF	17.600 ACRES
R.O.W. DEDICATION	277,544 SF	6.372 ACRES
COMMON AREA	45,761 SF	1.051 ACRES
GROSS AREA	1,089,956 SF	25.022 ACRES

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 19°18'58" W	60.00'
L2	N 70°41'02" W	4.50'
L3	S 64°18'57" W	14.14'
L4	S 19°18'56" W	34.60'
L5	N 00°41'28" W	60.00'
L6	S 89°18'32" W	40.70'
L7	N 64°18'56" E	27.30'
L8	S 70°41'02" E	4.20'
L9	N 19°18'53" E	60.00'
L10	N 19°18'56" E	59.60'
L11	N 25°41'03" W	14.14'
L12	N 64°18'57" E	14.14'
L13	N 45°37'39" W	14.13'
L14	N 44°22'21" E	28.32'
L15	N 25°41'03" W	14.14'
L16	N 44°22'21" E	14.16'
L17	S 64°18'57" W	14.14'
L18	N 25°41'03" W	14.14'
L19	N 44°22'21" E	14.16'
L20	S 45°37'39" E	14.13'
L21	S 25°41'03" E	14.14'
L22	N 64°18'57" E	14.14'
L23	S 45°37'39" E	28.25'

CURVE TABLE

NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	19°52'46"	1185.00'	S 09°22'33" W	409.09'	411.15'
C2	19°52'46"	2075.00'	N 09°22'33" E	716.34'	719.94'
C3	90°07'38"	50.00'	N 45°37'39" W	70.79'	78.65'
C4	19°52'46"	1910.00'	N 09°22'33" E	659.38'	662.69'
C5	90°00'02"	50.00'	N 64°18'57" E	70.71'	78.54'
C6	19°52'46"	1620.00'	N 09°22'33" E	559.26'	562.08'
C7	19°52'46"	1330.00'	N 09°22'33" E	459.15'	461.46'
C8	164°55'23"	50.00'	N 64°14'03" E	99.14'	143.92'
C9	165°03'57"	50.00'	N 45°37'39" W	99.15'	144.05'
C10	90°00'02"	25.00'	S 64°18'57" W	35.36'	39.27'
C11	90°07'38"	25.00'	S 45°37'39" E	35.39'	39.33'

GENERAL NOTES:

1. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83), based on observations made on April 29, 2024 with an applied combined scale factor of 1.000150630.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X as delineated on Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map Number 48121C0290G with Map Revised April 18, 2011.

   Zone X - Areas determined to be outside the 0.2% annual chance floodplain
4. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
5. All lots comply with the minimum size requirements of the zoning district.
6. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
7. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way are required to be an HOA "X" lot.
8. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for the public to use the trail.
9. Notice - selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.
10. This plat does not alter or remove existing deed restrictions, if any, on this property.
11. Minimum finished floor elevations are at least two feet above the 100-year floodplain.
12. No overhead utilities are permitted on the subject property.
13. All monuments set 5/8-inch iron rod with "BGE" cap unless otherwise noted.

FINAL PLAT

GREEN MEADOWS TRACT 3A

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 101 RESIDENTIAL LOTS AND 2 OPEN SPACE LOTS
BEING 25.002 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 2 OF 3

SURVEYOR

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

Copyright 2024

Contact: Jacob Jenkins
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com

\\bgeinc\data\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV\04_CAD\13153-00_FPLT 3A.dwg 2024-10-09-15:27 jjenkins

OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS, MTAK Properties, LLC, Frisco Pain Center, LLC and PH Land Holdings, LLC are the owners of a 25.022 acre tract of land situated in the Robert Cowen Survey, Abstract No. 211 and the John Morton Survey, Abstract No. 791, Denton County, Texas; being part of a tract of land described in Special Warranty Deed to MTAK Properties, LLC and Frisco Pain Center, LLC as recorded in Instrument Number 2022-11358 of the Official Public Records of Denton County, Texas; being part of a tract of land described in Special Warranty Deed to PH Land Holdings, LLC as recorded in Instrument Number 2024-93597 of the Official Public Records of Denton County, Texas; said 25.022 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for corner in the north line of said PH Land Holdings, LLC tract and being in the south line of a tract of land described in Special Warranty Deed to Castlerock Communities, LLC as recorded in Instrument Number 2022-60977 of the Official Public Records of Denton County, Texas;

THENCE South 25 degrees 41 minutes 03 seconds East, along the north line of said PH Land Holdings, LLC tract, the south line of said Castlerock Communities, LLC tract, a distance of 21.21 feet, to an angle point;

THENCE South 70 degrees 41 minutes 02 seconds East, continuing along the north line of said PH Land Holdings, LLC tract, the south line of said Castlerock Communities, LLC tract, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped “BGE” set for the POINT OF BEGINNING;

THENCE, South 70 degrees 41 minutes 02 seconds East, continuing along the north line of said PH Land Holdings, LLC tract and the south line of said Castlerock Communities, LLC tract, a distance of 471.00 feet to a a 5/8-inch capped iron rod stamped “BGE” set for a corner; from which a 1/2-inch capped iron rod stamped “WEIR & ASSOCIATES” found for a re-entrant corner of said PH Land Holdings, LLC tract bears South 70 degrees 41 minutes 02 seconds East, a distance of 413.43 feet;

THENCE, departing the north line of said PH Land Holdings, LLC tract and the south line of said Castlerock Communities, LLC tract, over and across said PH Land Holdings, LLC tract the following ten (10) courses:

South 19 degrees 18 minutes 58 seconds West, a distance of 60.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

North 70 degrees 41 minutes 02 seconds West, a distance of 4.50 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 64 degrees 18 minutes 57 seconds West, a distance of 14.14 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 19 degrees 18 minutes 56 seconds West, a distance of 110.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 315.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 315.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 19 degrees 18 minutes 58 seconds West, a distance of 170.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 95.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 19 degrees 18 minutes 56 seconds West, a distance of 34.60 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner and being the beginning of a tangent curve to the left;

Along said tangent curve to the left, an arc length of 411.15 feet, having a radius of 1,185.00 feet, a central angle of 19 degrees 52 minutes 46 seconds, and a chord which bears South 09 degrees 22 minutes 33 seconds West, 409.09 feet to a 5/8-inch capped iron rod stamped “BGE” set for the end of said curve;

South 00 degrees 33 minutes 50 seconds East, passing at a distance of 354.19 feet, the south line of said PH Land Holdings, LLC tract and the north line of said MTAK Properties, LLC and Frisco Pain Center, LLC tract; continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, in all a total distance of 384.18 feet to a 5/8-inch capped iron rod stamped “BGE” set for a corner;

THENCE, South 89 degrees 18 minutes 32 seconds West, continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, a distance of 789.16 feet to a 5/8-inch capped iron rod stamped “BGE” set for a corner; from said corner a 1/2-inch iron rod with “WIER & ASSOCIATES” cap found the northwest corner of said MTAK Properties, LLC and Frisco Pain Center, LLC tract bears North 46 degrees 47 minutes 28 seconds West, a distance of 43.36 feet;

THENCE, North 00 degrees 41 minutes 28 seconds West, continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, passing at a distance of 30.01 feet, the north line of said MTAK Properties, LLC and Frisco Pain Center, LLC tract and the south line of said PH Land Holdings, LLC tract; continuing over and across said PH Land Holdings, LLC tract in all a total distance of 60.00 feet to a 5/8-inch capped iron rod stamped “BGE” set for a corner;

THENCE, continuing over and across said PH Land Holdings, LLC tract, the following eight (8) courses:

South 89 degrees 18 minutes 32 seconds West, a distance of 40.70 feet to a 5/8-inch capped iron rod stamped “BGE” set for and angle point;

North 45 degrees 33 minutes 10 seconds West, a distance of 84.88 feet to a 5/8-inch capped iron rod stamped “BGE” set for an angle point;

North 00 degrees 33 minutes 50 seconds West, a distance of 265.99 feet to a 5/8-inch capped iron rod stamped “BGE” set for the beginning of a tangent curve to the right;

Along said tangent curve to the right, an arc length of 719.94 feet, having a radius of 2,075.00 feet, a central angle of 19 degrees 52 minutes 46 seconds, and a chord which bears North 09 degrees 22 minutes 33 seconds East, 716.34 feet to a 5/8-inch capped iron rod stamped “BGE” set for the end of said curve;

North 19 degrees 18 minutes 56 seconds East, a distance of 305.31 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

North 64 degrees 18 minutes 56 seconds East, a distance of 27.30 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 4.20 feet to a 5/8-inch capped iron rod stamped “BGE” set for corner;

North 19 degrees 18 minutes 53 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING and containing an area of 25.022 acres or 1,089,956 square feet of land, more or less.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS

THAT MTAK Properties, LLC, Frisco Pain Center, LLC and PH Land Holdings, LLC, acting herein by and through their duly authorized officers, do hereby adopt this preliminary plat designating the herein above described property as GREEN MEADOWS TRACT 3A, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

MTAK Properties, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

Frisco Pain Center, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

PH Land Holdings, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Released for city review purposes only on October 9, 2024.

_____
Jacob S. Jenkins, RPLS No. 7065

_____
Date

STATE OF TEXAS
JACOB S. JENKINS
5773
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jacob S. Jenkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF PLAT APPROVAL

Approved

_____
City Development Official
City of Celina, Texas

_____
Date

Witness by hand this _____ day of _____, 20_____.

_____
City Secretary
City of Celina, Texas

FINAL PLAT
GREEN MEADOWS TRACT 3A
AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 101 RESIDENTIAL LOTS AND 2 OPEN SPACE LOTS
BEING 25.002 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 3 OF 3

SURVEYOR

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

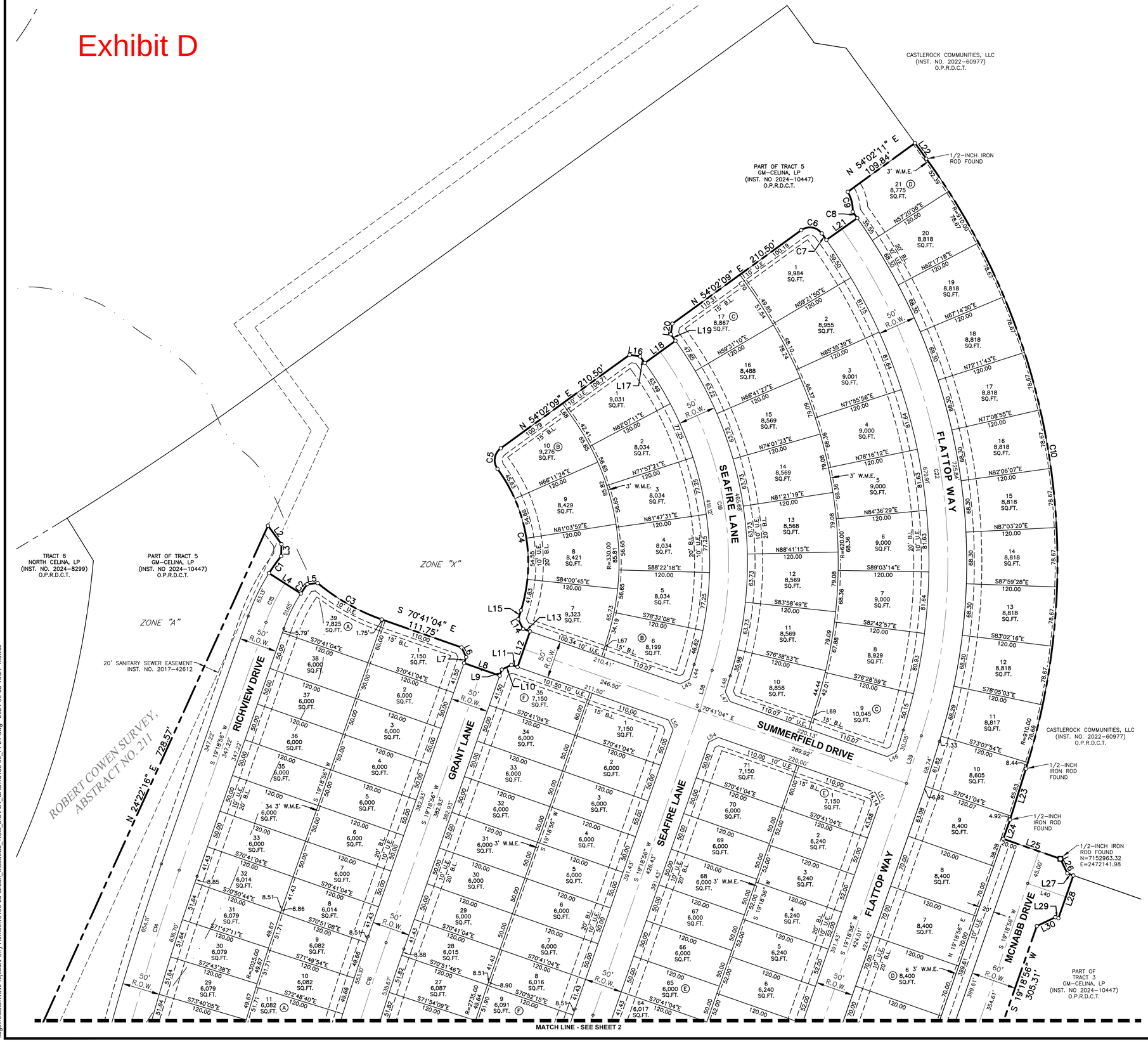
Copyright 2024

Contact: Jacob Jenkins
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com

\\bgeinc\data\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV04_CAD\13153-00_FPLT 3A.dwg 2024-10-09-15:27 jjenkins

EXHIBIT D
LEGAL DESCRIPTION OF PH LAND TRACTS 4 AND 5

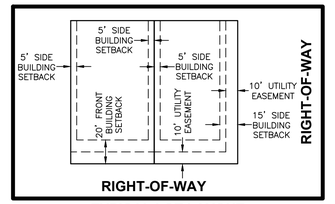
Exhibit D



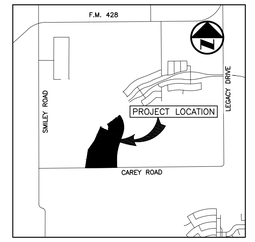


LEGEND

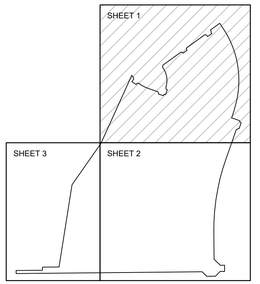
■	MONUMENT OF RECORD DIGNITY
○	5/8-INCH IRON ROD W"BGE" CAP SET
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
INST. NO.	INSTRUMENT NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
VOL.	VOLUME
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
— — —	PROPERTY LINE
- - - - -	EXISTING EASEMENT LINE



TYPICAL LOT LAYOUT
(1" = 60')



VICINITY MAP
(NOT TO SCALE)



KEY MAP
(NOT TO SCALE)

AREA TABLE		
RESIDENTIAL LOTS	1,849,357 SF	42.455 ACRES
R.O.W. DEDICATION	725,500 SF	16.251 ACRES
COMMON AREA	195,527 SF	4.489 ACRES
GROSS AREA	2,770,384 SF	63.195 ACRES

GENERAL NOTES:

1. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83), based on observations made on April 29, 2024 with an applied combined scale factor of 1.000150630.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X, Zone A as delineated on Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map Number 48121C0290G with Map Revised April 18, 2011.
   Zone X - Areas determined to be outside the 0.2% annual chance floodplain
   Zone A - (Special flood hazard areas subject to inundation by the 1% annual chance flood event) - No base flood elevations determined.
4. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
5. All lots comply with the minimum size requirements of the zoning district.
6. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
7. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way are required to be an HOA "X" lot.
8. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for the public to use the trail.
9. Notice - selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.
10. This plat does not alter or remove existing deed restrictions, if any, on this property.
11. Minimum finished floor elevations are at least two feet above the 100-year floodplain.
12. No overhead utilities are permitted on the subject property.
13. All monuments set 5/8-inch iron rod with "BGE" cap unless otherwise noted.

FINAL PLAT

GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 1 OF 4

SURVEYOR

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

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\\bgeinc\data\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV\04_CAD\13153-00_FPLT.dwg 2024-09-03-10:21 ridwell

MATCH LINE - SEE SHEET 1

MATCH LINE - SEE SHEET 3

PART OF TRACT 3 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

PART OF TRACT 3 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

PART OF TRACT 9 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

MTAK PROPERTIES, LLC AND FRISCO PAIN CENTER, LLC (INST. NO. 2022–11358) O.P.R.D.C.T.

GRANT LANE

SEAFIRE LANE

FLATTOP WAY

MCNABB DRIVE

CORSAIR DRIVE

HORNET DRVIE

YORKTOWN DRIVE

CAREY ROAD

S 19°18'56" W 305.31'

S 00°33'50" E 265.99'

S 89°25'07" W 1,391.76'

N 89°25'07" E 1382.69'

APPROXIMATE LOCATION ABSTRACT LINE

1/2-INCH IRON ROD W/"WIER ASSOCIATES" CAP FOUND

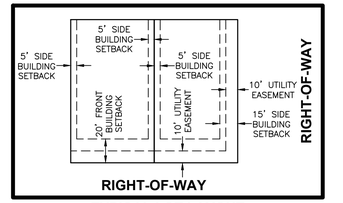
JOHN MORTON SURVEY, ABSTRACT NO. 791

ROBERT COWEN SURVEY, ABSTRACT NO. 211

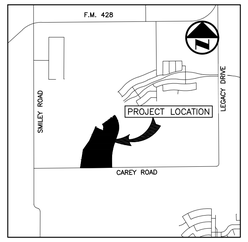
SCALE: 1" = 60'

LEGEND

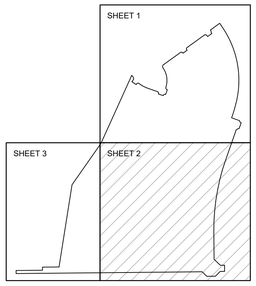
◘	MONUMENT OF RECORD DIGNITY
○	5/8-INCH IRON ROD W/"BGE" CAP SET
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
INST. NO.	INSTRUMENT NUMBER
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
VOL.	VOLUME
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
	PROPERTY LINE
	EXISTING EASEMENT LINE



TYPICAL LOT LAYOUT
(1" = 60')



VICINITY MAP
(NOT TO SCALE)



KEY MAP
(NOT TO SCALE)

FINAL PLAT

GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 2 OF 4

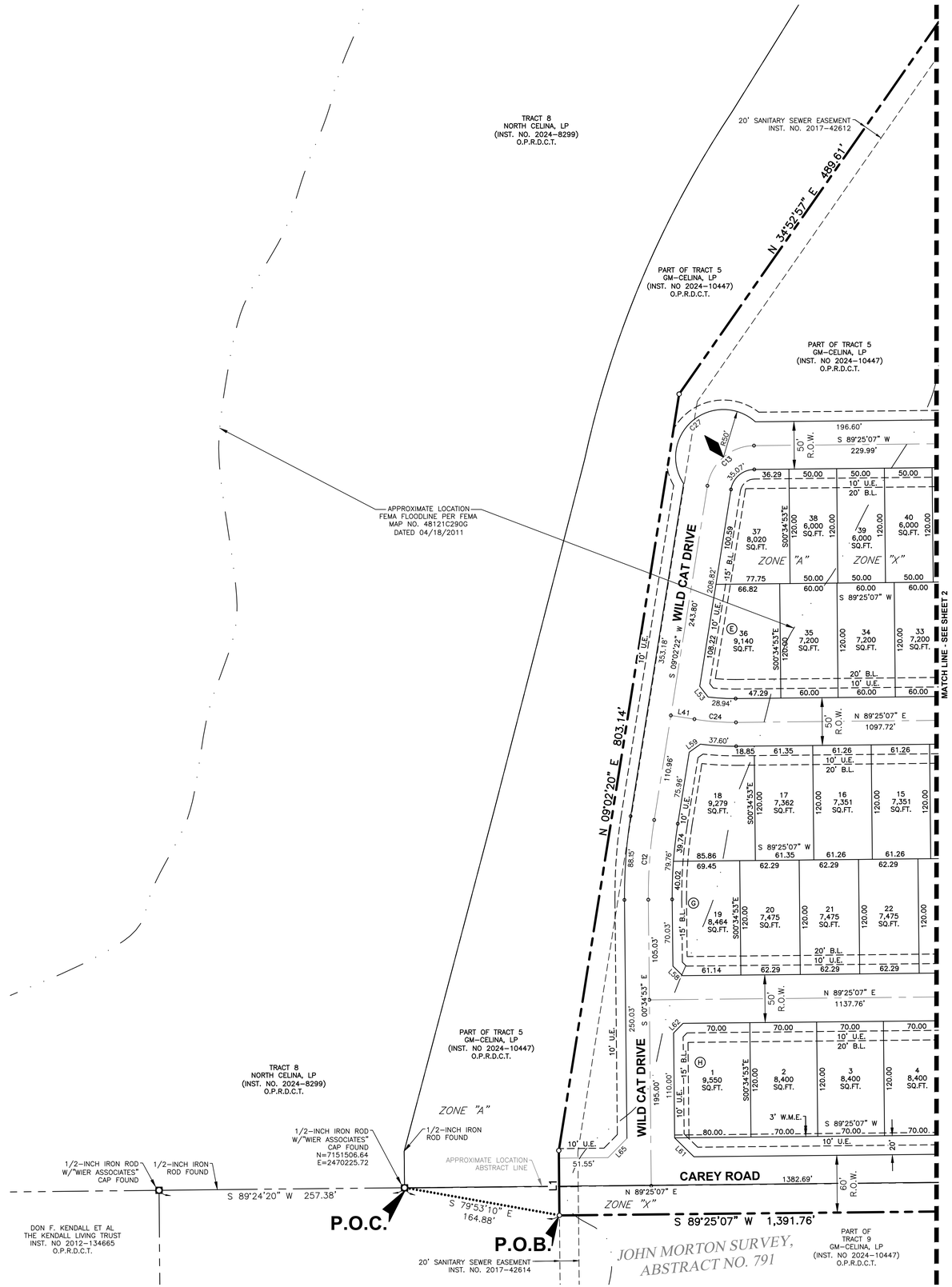
SURVEYOR

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Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

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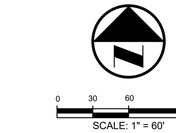


CURVE TABLE					
NUMBER	DELTA	RADIUS	CHORD BEARING	CHORD DISTANCE	ARC LENGTH
C1	5°47'32"	275.00'	S 35°21'54" W	27.79'	27.80'
C2	3°49'11"	225.00'	N 34°22'44" E	15.00'	15.00'
C3	20°26'05"	275.00'	S 60°28'02" E	97.56'	98.08'
C4	53°39'31"	210.00'	N 09°25'46" W	189.56'	196.67'
C5	90°17'17"	19.50'	N 08°53'32" E	27.65'	30.73'
C6	89°54'22"	19.50'	S 81°00'39" E	27.55'	30.60'
C7	0°48'53"	740.00'	S 35°39'01" E	10.52'	10.52'
C8	0°44'43"	790.00'	N 35°36'56" W	10.28'	10.28'
C9	31°32'08"	50.00'	N 14°00'45" W	27.17'	27.52'
C10	53°21'48"	910.00'	S 09°16'55" E	817.24'	847.54'
C11	19°52'46"	2075.00'	S 09°22'33" W	716.34'	719.94'
C12	9°37'14"	500.00'	S 04°13'44" W	83.86'	83.96'
C13	80°22'46"	50.00'	S 49°13'44" W	64.53'	70.14'
C14	12°18'08"	3170.00'	S 13°09'52" W	679.33'	680.64'
C15	13°09'12"	250.00'	S 25°53'32" W	57.27'	57.39'
C16	11°31'56"	2880.00'	S 13°32'58" W	578.69'	579.67'
C17	79°46'04"	50.00'	S 49°32'05" W	64.12'	69.61'
C18	9°39'53"	2590.00'	S 14°29'00" W	436.36'	436.88'
C19	53°21'49"	475.00'	N 09°16'55" W	426.58'	442.40'
C20	89°58'57"	50.00'	S 44°25'39" W	70.70'	78.52'
C21	19°52'46"	2300.00'	S 09°22'33" W	794.01'	798.01'
C22	52°38'34"	765.00'	S 08°55'18" E	678.41'	702.88'
C23	19°52'46"	2105.00'	S 09°22'33" W	726.69'	730.35'
C24	10°00'47"	250.00'	S 85°34'30" E	43.63'	43.69'
C25	165°32'52"	50.00'	N 49°32'08" E	99.21'	144.47'
C26	165°05'22"	50.00'	S 44°25'39" W	99.15'	144.07'
C27	165°34'51"	50.00'	N 49°13'44" E	99.21'	144.50'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N 00°34'37" W	67.99'
L2	S 35°57'49" E	30.25'
L3	S 01°19'50" W	15.77'
L4	S 57°31'52" E	50.00'
L5	N 84°10'37" E	13.74'
L6	S 25°41'04" E	14.14'
L7	S 19°18'56" W	8.50'
L8	S 70°41'04" E	50.00'
L9	N 19°18'56" E	8.50'
L10	N 64°18'56" E	14.14'
L11	S 70°41'04" E	8.50'
L12	N 19°18'56" E	50.00'
L13	N 70°41'04" W	9.73'
L14	N 26°38'32" W	14.38'
L15	N 17°23'59" E	12.32'
L16	S 80°57'49" E	14.14'
L17	S 35°57'49" E	10.68'
L18	N 54°02'11" E	50.00'
L19	N 35°57'49" W	10.68'
L20	N 09°02'11" E	14.14'
L21	N 54°45'25" E	50.00'
L22	S 35°57'50" E	25.55'

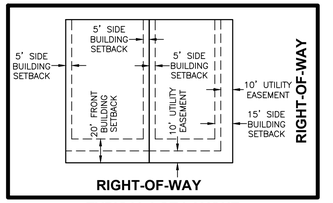
LINE TABLE		
NUMBER	BEARING	DISTANCE
L23	S 17°23'59" W	70.75'
L24	S 19°18'56" W	26.81'
L25	S 70°41'04" E	80.00'
L26	S 25°41'03" E	21.21'
L27	S 70°41'02" E	8.50'
L28	S 19°18'53" W	60.00'
L29	N 70°41'02" W	4.20'
L30	S 64°18'56" W	27.30'
L31	S 45°33'10" E	84.88'
L32	N 89°18'32" E	40.70'
L33	S 00°41'28" E	60.00'
L34	S 89°18'32" W	42.69'
L35	S 44°26'10" W	64.56'
L36	S 89°25'07" W	85.00'
L37	N 45°33'50" W	63.62'
L38	N 17°09'07" E	56.21'
L39	S 17°23'59" W	68.33'
L40	S 70°41'02" E	53.50'
L41	S 80°57'38" E	25.00'
L42	S 48°51'48" W	15.20'
L43	N 41°28'41" W	13.09'
L44	S 17°23'59" W	20.35'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L45	N 63°21'28" E	13.90'
L46	N 63°21'28" E	13.90'
L47	S 26°38'32" E	14.38'
L48	N 17°23'59" E	22.02'
L49	N 58°50'31" E	39.24'
L50	S 31°50'05" E	13.99'
L51	S 25°41'04" E	14.14'
L52	S 46°22'44" W	14.62'
L53	N 38°01'15" W	14.41'
L54	N 64°18'56" E	14.14'
L55	S 25°41'04" E	14.14'
L56	N 41°03'29" W	12.98'
L57	S 44°21'41" E	13.84'
L58	N 45°34'53" W	14.14'
L59	N 54°29'50" E	14.44'
L60	S 33°04'55" E	29.48'
L61	S 45°34'53" E	28.28'
L62	S 44°25'07" W	14.14'
L63	N 56°58'09" E	13.99'
L64	N 48°27'26" E	15.10'
L65	N 44°25'07" E	28.28'

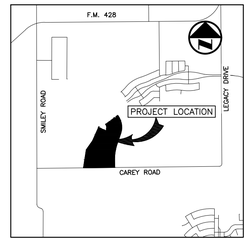


LEGEND

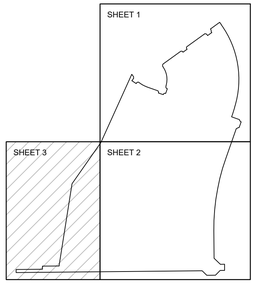
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○	5/8-INCH IRON ROD W"BGE" CAP SET
B.L.	BUILDING LINE
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- - - - -	EXISTING EASEMENT LINE



TYPICAL LOT LAYOUT
(1" = 60')



VICINITY MAP
(NOT TO SCALE)



KEY MAP
(NOT TO SCALE)

FINAL PLAT

GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 3 OF 4

SURVEYOR

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2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
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OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS, GM-Celina, LP and MTAK Properties, LLC and Frisco Pain Center, LLC are the owners of a 63.195 acre (2,752,790 square foot) tract of land situated in the Robert Cowen Survey, Abstract No. 211, Denton County, Texas; said tracts being part of Tracts 3, 5 & 9 as land described to GM-Celina, LP by a Special Warranty Deed as recorded in Instrument No. 2024-10447, of the Official Records of Denton County, Texas and part of a tract of a tract of land described to MTAK Properties, LLC and Frisco Pain Center, LLC by a Special Warranty Deed as recorded in Instrument Number 2022-11358 of the Official Public Records of Denton County, Texas; said 63.195 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch capped iron rod stamped "WIER & ASSOC." found in the center of Carey Road (No Record of Dedication Found), the southwest corner of said Tract 5, the southeast corner of Tract 8, a tract of land described to North Celina, LP by a General Warranty Deed as recorded in Instrument Number 2024-8299 of the Official Public Records of Denton County, Texas and in the north line of said Tract 9; from said point a 1/2-inch capped iron rod stamped "WIER & ASSOC." found in the center of Carey Road, the northwest corner of said Tract 9 and in the south line of said Tract 8 bears South 89 degrees 24 minutes 20 seconds East, a distance of 257.38 feet;

THENCE South 79 degrees 53 minutes 10 seconds East, departing the center of Carey Road and the north line of said Tract 9, a distance of 164.88 feet, to POINT-OF-BEGINNING; said point being in the west line of a 20-foot wide Sanitary Sewer Easement as recorded in Instrument Number 2017-42614 of said Official Public Records;

THENCE with the west line of said Sanitary Sewer Easement, the following four (4) courses:

North 00 degrees 34 minutes 37 seconds West, a distance of 67.99 feet, to a 5/8-inch capped iron rod stamped "BGE" set for corner;

North 09 degrees 02 minutes 20 seconds East, a distance of 803.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 34 degrees 52 minutes 57 seconds East, a distance of 489.61 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 24 degrees 22 minutes 16 seconds East, a distance of 728.57 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE departing the west line of said Sanitary Sewer Easement, over and across said Tract 5, the following thirty-three (33) courses:

South 35 degrees 57 minutes 49 seconds East, a distance of 30.25 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 01 degrees 19 minutes 50 seconds West, a distance of 15.77 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 05 degrees 47 minutes 32 seconds, a radius of 275.00 feet, a chord which bears South 35 degrees 21 minutes 54 seconds West, 27.79 feet, and an arc length of 27.80 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 57 degrees 31 minutes 52 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 03 degrees 49 minutes 11 seconds, a radius of 225.00 feet, a chord which bears North 34 degrees 22 minutes 44 seconds East, 15.00 feet, and an arc length of 15.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 84 degrees 10 minutes 37 seconds East, a distance of 13.74 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 20 degrees 26 minutes 05 seconds, a radius of 275.00 feet, a chord which bears South 60 degrees 28 minutes 02 seconds East, 97.56 feet, and an arc length of 98.08 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 70 degrees 41 minutes 04 seconds East, a distance of 111.75 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 25 degrees 41 minutes 04 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

South 70 degrees 41 minutes 04 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 19 degrees 18 minutes 56 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 64 degrees 18 minutes 56 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 70 degrees 41 minutes 04 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 19 degrees 18 minutes 56 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 70 degrees 41 minutes 04 seconds West, a distance of 9.73 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 26 degrees 38 minutes 32 seconds West, a distance of 14.38 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 17 degrees 23 minutes 59 seconds East, a distance of 12.32 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 53 degrees 39 minutes 31 seconds, a radius of 210.00 feet, a chord which bears North 09 degrees 25 minutes 46 seconds West, 189.56 feet, and an arc length of 196.67 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a reverse curve to the right;

Along said reverse curve to the right having a central angle of 90 degrees 17 minutes 17 seconds, a radius of 19.50 feet, a chord which bears North 08 degrees 53 minutes 32 seconds East, 27.65 feet, and an arc length of 30.73 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 02 minutes 09 seconds East, a distance of 210.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 80 degrees 57 minutes 49 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 35 degrees 57 minutes 49 seconds East, a distance of 10.68 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 54 degrees 02 minutes 11 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner:

North 35 degrees 57 minutes 49 seconds West, a distance of 10.68 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 09 degrees 02 minutes 11 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 54 degrees 02 minutes 09 seconds East, a distance of 210.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a curve to the right;

Along said curve to the right having a central angle of 89 degrees 54 minutes 22 seconds, a radius of 19.50 feet, a chord which bears South 81 degrees 00 minutes 39 seconds East, 27.55 feet, and an arc length of 30.60 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a compound curve to the right;

Along said compound curve to the right having a central angle of 00 degrees 48 minutes 53 seconds, a radius of 740.00 feet, a chord which bears South 35 degrees 39 minutes 01 seconds East, 10.52 feet and an arc length of 10.52 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 45 minutes 25 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the left having a central angle of 00 degrees 44 minutes 43 seconds, a radius of 790.00 feet, a chord which bears North 35 degrees 36 minutes 56 seconds West, 10.28 feet, and an arc length of 10.28 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 31 degrees 32 minutes 08 seconds, a radius of 50.00 feet, a chord which bears North 14 degrees 00 minutes 45 seconds West, 27.17 feet and an arc length of 27.52 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 02 minutes 11 seconds East, a distance of 109.84 feet, to a to a 5/8-inch capped iron rod stamped "BGE" set for corner in the north line of said Tract 5 and the southwesterly line of a tract of land described to Castlerock Communities, LLC by a Special Warranty Deed as recorded in Instrument Number 2022-60977 of the Official Public Records, Denton County, Texas;

THENCE along the northeasterly lines of said Tract 5 and the southwesterly line of said Castlerock tract, the following four (4) courses;

South 35 degrees 57 minutes 50 seconds East, a distance of 25.55 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 53 degrees 21 minutes 48 seconds, a radius of 910.00 feet, a chord which bears South 09 degrees 16 minutes 55 seconds East, 817.24 feet, and an arc length of 847.54 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 17 degrees 23 minutes 59 seconds West, a distance of 70.75 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 26.81 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a southwesterly corner of said Castlerock tract and the northwest corner of said Tract 3;

THENCE departing the easterly line of said Tract 5, along the northeasterly line of said Tract 3 and the southwesterly line of said Castlerock tract, the following three (3) courses:

South 70 degrees 41 minutes 04 seconds East, a distance of 80.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 25 degrees 41 minutes 03 seconds East, a distance of 21.21 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 70 degrees 41 minutes 02 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE departing the southerly line of said Castlerock and the northerly line of said Tract 3, over and across said Tract 3, the following nine (9) courses:

South 19 degrees 18 minutes 53 seconds West, a distance of 60.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 70 degrees 41 minutes 02 seconds West, a distance of 4.20 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 64 degrees 18 minutes 56 seconds West, a distance of 27.30 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 305.31 feet, to 5/8-inch capped iron rod stamped "BGE" set for the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 52 minutes 46 seconds, a radius of 2075.00 feet, a chord which bears South 09 degrees 22 minutes 33 seconds West, 716.34 feet, and an arc length of 719.94 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 00 degrees 33 minutes 50 seconds East, a distance of 265.99 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 45 degrees 33 minutes 10 seconds East, a distance of 84.88 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 89 degrees 18 minutes 32 seconds East, a distance of 40.70 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

South 00 degrees 41 minutes 28 seconds East, passing at a distance of 29.99 feet, the south line of said Tract 3 and the north line of said MTAK tract, continuing over and across said MTAK tract, in all a total distance of 60.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE South 89 degrees 18 minutes 32 seconds West, continuing over and across said MTAK tract, passing at a distance of 31.18 feet, the west line of said MTAK tract and the east line of said Tract 9, continuing over and across said Tract 9, in all a total distance of 42.69 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

THENCE continuing over and across said Tract 9, the following four (4) courses:

South 44 degrees 26 minutes 10 seconds West, a distance of 64.56 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 89 degrees 25 minutes 07 seconds West, a distance of 85.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 45 degrees 33 minutes 50 seconds West, a distance of 63.62 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 89 degrees 25 minutes 07 seconds West, a distance of 1811.21 feet to the POINT-OF-BEGINNING and containing 2,752,790 square feet, or 63.195 acres of land

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS

THAT XXXXXXXXXXXXXXXXXX, acting herein by and through its duly authorized officer, does hereby adopt this preliminary plat designating the hereinabove described property as GREEN MEADOWS PHASE 5, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

XXXXXXXXXXXXXXXXXX

By: _____
Name:
Title:

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Released for city review purposes only on September 3, 2024.
Jacob S. Jenkins, RPLS No. 7065

_____
Date

STATE OF TEXAS
JACOB SCOTT JENKINS
6461
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

CERTIFICATE OF PLAT APPROVAL

Approved

_____
City Development Official
City of Celina, Texas

_____
Date

Witness by hand this _____ day of _____, 20_____.

_____
City Secretary
City of Celina, Texas

FINAL PLAT

GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 4 OF 4

SURVEYOR

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

Copyright 2024

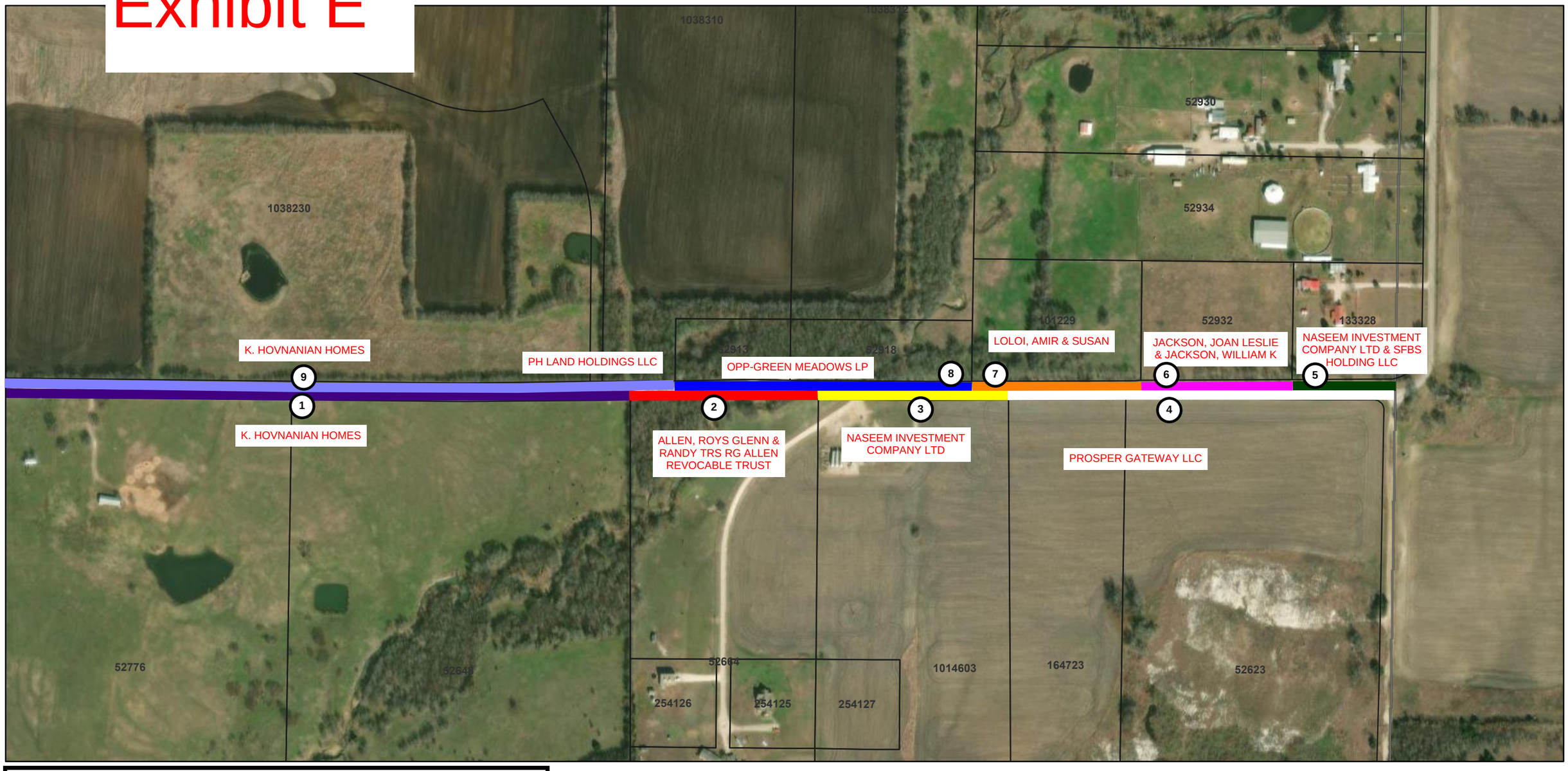
Contact: Jake Jenkins, R.P.L.S.
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com

\\bgeinc\data\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV\04_CAD\13153-00_FPLT.dwg 2024-09-03-10:21 rldwell

EXHIBIT E
Carey Road Land Ownership

Exhibit E

Carey Road Land Ownership



STATUS OF ROW DEDICATION

1. BENT TREE MEADOWS - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT
2. DEDICATED BY SEPERATE INSTRUMENT - WAITING ON OWNER SIGNATURE
3. RECORDED SEPERATE INSTRUMENT
4. RECORDED SEPERATE INSTRUMENT
5. CITY TO PROCESS ROW ACQUISITION
6. CITY TO PROCESS ROW ACQUISITION
7. CITY TO PROCESS ROW ACQUISITION
8. TRACT 4 - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT
9. TRACT 3 - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT

1:4,514

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

Texas Department of Transportation, Maxar

Denton County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

EXHIBIT F
DESCRIPTION OF CAREY ROAD IMPROVEMENTS

Exhibit F

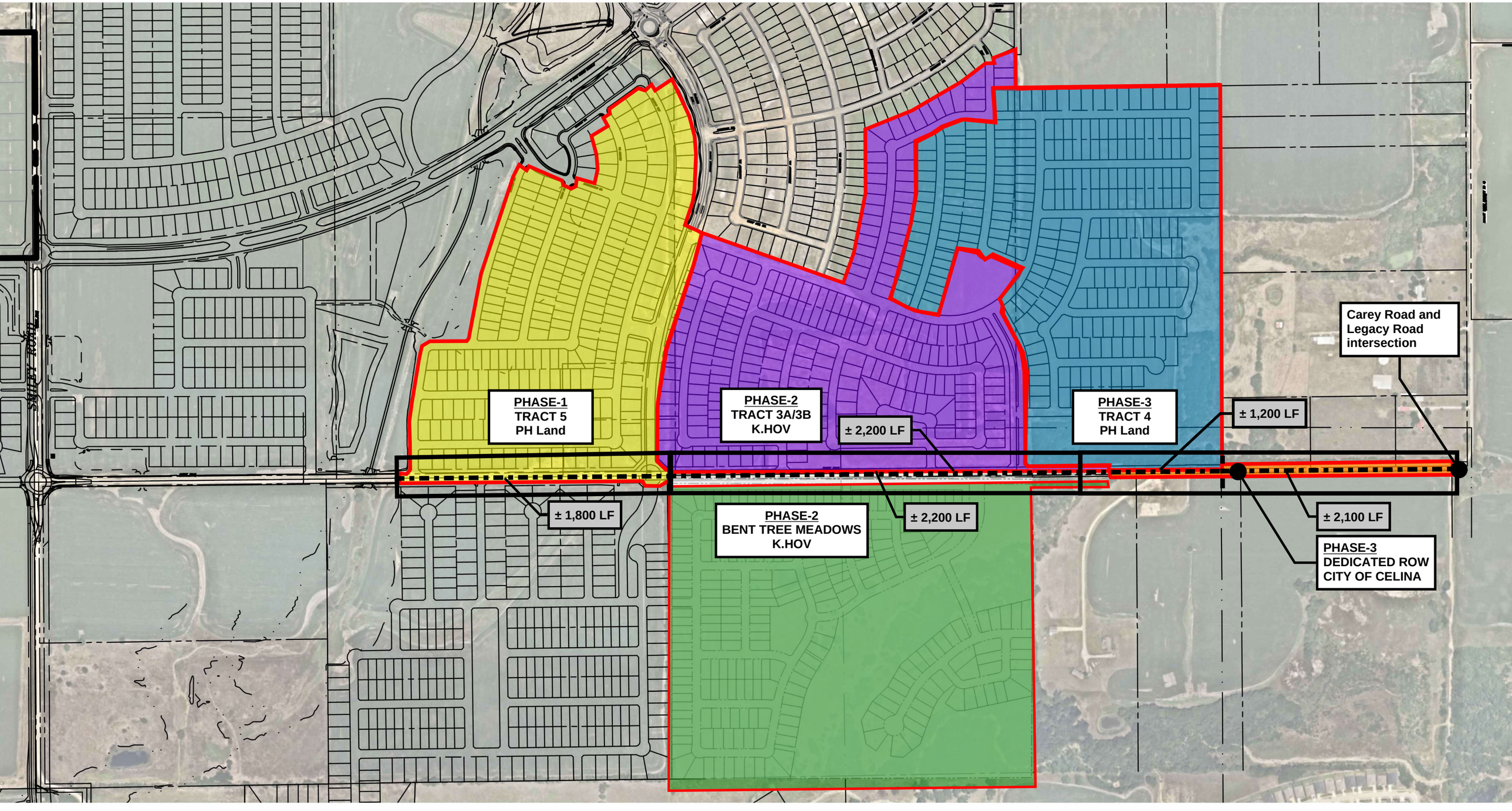

PHASE-1
TRACT 5
PH Land
PHASE-2
TRACT 3A/3B
K.HOV
± 2,200 LF
PHASE-3
TRACT 4
PH Land
± 1,200 LF
Carey Road and
Legacy Road
intersection
± 1,800 LF
PHASE-2
BENT TREE MEADOWS
K.HOV
± 2,200 LF
± 2,100 LF
PHASE-3
DEDICATED ROW
CITY OF CELINA

EXHIBIT H
ESTIMATED IMPROVEMENT COSTS

PRELIMINARY OPINION OF PROBABLE COST-COST SHARING BREAKDOWN

PROJECT:	CAREY ROAD Phase 1, 2 & 3 IMPROVEMENTS	*ACREAGE:*		*UPDATED*	
CITY:	Celina	*PHASE:*	1,2 & 3	*CREATED:*	*11/22/2024*

B CAREY ROAD IMPROVEMENT PHASE 2

	DESCRIPTION	*UNIT*	*QUANTITY*	*UNIT PRICE*	*AMOUNT*	*PID COSTS AMOUNT*	*DEVELOPER AMOUNT*	*NOTES*
	18" R.C.P.	LF	365	80.00	$29,173	$14,586	$14,586	
	48" R.C.P.	LF	50	230.00	$11,500	$5,750	$5,750	
	10' INLET	EA	6	7,250.00	$43,500	$21,750	$21,750	
	48" HEADWALL	EA	1	7,500.00	$7,500	$3,750	$3,750	
	ROCK RIP-RAP	SY	107	150.00	$16,042	$8,021	$8,021	
	9" REINF. CONCRETE STREET PAVEMENT	SY	8,709	90.00	$783,842	$391,921	$391,921	Assume 37' (B-B)
	6" COMPACTED LIME SUBGRADE	SY	9,580	3.50	$33,531	$16,766	$16,766	
	HYDRATED LIME MATERIAL (60 lb/sy)	TON	287	300.00	$86,223	$43,111	$43,111	
	EXCAVATION AND PLACEMENT OF FILL	CY	7,000	4.00	$28,000	$14,000	$14,000	
	PAVEMENT MOISTURE CONDITIONING	SY	10,538	7.00	$73,768	$36,884	$36,884	Assumes 5' Depth
	EROSION CONTROL	LS	1	10,000.00	$10,000	$5,000	$5,000	
	TRANSITION TO EXISTING PAVEMENT	LS	1	40,000.00	$40,000	$20,000	$20,000	
	5' CONCRETE SIDEWALK	LF	4,400	38.00	$167,200	$83,600	$83,600	
	BARRIER FREE RAMPS	EA	7	2,800.00	$19,600	$9,800	$9,800	
	STREET SIGNS W/ POSTS	EA	6	2,000.00	$12,000	$6,000	$6,000	
	STREET & LOT LIGHTING	EA	10	3,000.00	$30,000	$15,000	$15,000	
	TRENCH SAFETY	LF	415	0.10	$41	$21	$21	
	TESTING (EXCLUDING GEOTECH)	LF	415	3.00	$1,244	$622	$622	
	ENGINEERING & SURVEYING FEE	PERCENT	10%	1,349,919.51	$134,992	$67,496	$67,496	
	CONTINGENCY	PERCENT	15%	1,393,163.49	$208,975	$104,487	$104,487	
SUB - TOTAL	**CAREY ROAD PHASE 2 IMPROVEMENT**				**$1,393,163**	**$696,582**	**$696,582**	

C CAREY ROAD IMPROVEMENT PHASE 3

	DESCRIPTION	*UNIT*	*QUANTITY*	*UNIT PRICE*	*AMOUNT*	*PID COSTS AMOUNT*	*CITY COSTS AMOUNT*	*NOTES*
	18" R.C.P.	LF	610	80.00	$48,800	$10,736	$38,064	
	21" R.C.P.	LF	220	95.00	$20,900	$4,598	$16,302	
	24" R.C.P.	LF	500	100.00	$50,000	$11,000	$39,000	
	30" R.C.P.	LF	580	130.00	$75,400	$16,588	$58,812	
	8-8'X 6' BOX CULVERT	LF	80	10,000.00	$800,000	$176,000	$624,000	
	BOX CULVERT HEADWALLS	EA	2	15,000.00	$30,000	$6,600	$23,400	
	10' INLET	EA	10	7,250.00	$72,500	$15,950	$56,550	
	JUNCTION BOX	EA	3	8,800.00	$26,400	$5,808	$20,592	
	9" REINF. CONCRETE STREET PAVEMENT	SY	10,555	90.00	$949,946	$208,988	$740,958	Assume 37' (B-B)
	6" COMPACTED LIME SUBGRADE	SY	11,610	3.50	$40,637	$8,940	$31,697	
	HYDRATED LIME MATERIAL (60 lb/sy)	TON	348	300.00	$104,494	$22,989	$81,505	
	EXCAVATION AND PLACEMENT OF FILL	CY	6,000	4.00	$24,000	$5,280	$18,720	
	PAVEMENT MOISTURE CONDITIONING	SY	11,610	7.00	$81,273	$17,880	$63,393	Assumes 5' Depth
	EROSION CONTROL	LS	1	10,000.00	$10,000	$2,200	$7,800	
	TRANSITION TO EXISTING PAVEMENT	LS	1	40,000.00	$40,000	$8,800	$31,200	
	5' CONCRETE SIDEWALK	LF	5,000	38.00	$190,000	$41,800	$148,200	
	BARRIER FREE RAMPS	EA	4	2,800.00	$11,200	$2,464	$8,736	
	STREET LIGHTING	EA	9	3,000.00	$27,000	$5,940	$21,060	
	TRENCH SAFETY	LF	1990	0.10	$199	$44	$155	
	TESTING (EXCLUDING GEOTECH)	LF	1990	3.00	$5,970	$1,313	$4,657	
	ENGINEERING & SURVEYING FEE	PERCENT	10%	$2,575,749	$257,575	$56,666	$200,908	
	CONTINGENCY	PERCENT	15%	$2,608,719	$391,308	$86,088	$305,220	
SUB - TOTAL	**CAREY ROAD PHASE 3 IMPROVEMENT**				**$2,608,719**	**$573,918**	**$2,034,801**	

PRELIMINARY OPINION OF PROBABLE COST-COST SHARING BREAKDOWN

PROJECT:	CAREY ROAD Phase 1, 2 & 3 IMPROVEMENTS	*ACREAGE:*		*UPDATED*	
CITY:	Celina	*PHASE:*	1,2 & 3	*CREATED:*	*11/22/2024*

SUMMARY		TOTALS	PID COSTS	DEVELOPER COST	CITY COSTS
A.	CAREY ROAD IMPROVEMENT PHASE 1	$1,019,141	$1,019,141	$0	$0
B.	CAREY ROAD IMPROVEMENT PHASE 2	$1,393,163	$696,582	$696,582	$0
C.	CAREY ROAD IMPROVEMENT PHASE 3	$2,608,719	$573,918	$0	$2,034,801
	TOTAL	$5,021,024	$2,289,641	$696,582	$2,034,801

NOTES:

1. Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable costs prepared by him. If the owner wishes greater assurance as to the developer costs, he shall employ an independent cost estimator.

2. Phases are assumed as follows for this OPC:
Phase 1 - Western Edge of Green Meadows Tr5 thru the McNabb Intersection
Phase 2 - McNabb Intersection thru the Emerald Way Intersection
Phase 3 - Emerald Way to Legacy

3. PID/CITY Costs Breakouts are assumed as follows for this OPC:
(Based upon Front Footage of Road)
Phase 1 - 100 % PID Costs
Phase 2 - 50% PID and 50% Developer Costs
Phase 3 - 22% PID and 78% City Costs

4. Any construction sequences need to be coordinated between phases 1,2 and 3.

5. ITEMS NOT INCLUDED IN THIS OPC:
1) Adjacent ROW Acquisition
2) Hardsacpe/Landscape
3) Legacy Intersection
4) Water Lines for Adjacent Development (To be Built at Developer Expense)

A CAREY ROAD IMPROVEMENT PHASE 1

	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT	PID COSTS AMOUNT	DEVELOPER AMOUNT	NOTES
	18" R.C.P.	LF	1,340	80.00	$107,220	$107,220	$0	
	24" R.C.P.	LF	56	100.00	$5,552	$5,552	$0	
	JUNCTION BOX	EA	3	8,800.00	$26,400	$26,400	$0	
	10' INLET	EA	4	7,250.00	$29,000	$29,000	$0	
	REMOVE JNCTION BOX AND CONNECT TO EX STORM LINE	EA	1	3,000.00	$3,000	$3,000	$0	
	9" REINF. CONCRETE STREET PAVEMENT	SY	5,789	90.00	$521,043	$521,043	$0	Assume 37' (B-B)
	6" COMPACTED LIME SUBGRADE	SY	6,368	3.50	$22,289	$22,289	$0	
	HYDRATED LIME MATERIAL (60 lb/sy)	TON	191	300.00	$57,315	$57,315	$0	
	EXCAVATION AND PLACEMENT OF FILL	CY	5,000	4.00	$20,000	$20,000	$0	
	PAVEMENT MOISTURE CONDITIONING	SY	7,005	7.00	$49,036	$49,036	$0	Assumes 5' Depth
	EROSION CONTROL	LS	1	10,000.00	$10,000	$10,000	$0	
	5' CONCRETE SIDEWALK	LF	2,920	38.00	$110,960	$110,960	$0	
	BARRIER FREE RAMPS	EA	10	2,800.00	$28,000	$28,000	$0	
	STREET SIGNS W/ POSTS	EA	2	2,000.00	$4,000	$4,000	$0	
	STREET LIGHTING	EA	7	3,000.00	$21,000	$21,000	$0	
	TRENCH SAFETY	LF	1396	0.10	$140	$140	$0	
	TESTING (EXCLUDING GEOTECH)	LF	1396	3.00	$4,187	$4,187	$0	
	ENGINEERING & SURVEYING FEE	PERCENT	10%	989,954.18	$98,995	$98,995	$0	
	CONTINGENCY	PERCENT	15%	1,019,141.49	$152,871	$152,871	$0	
SUB - TOTAL	CAREY ROAD PHASE 1 IMPROVEMENT				$1,019,141	$1,019,141	$0	

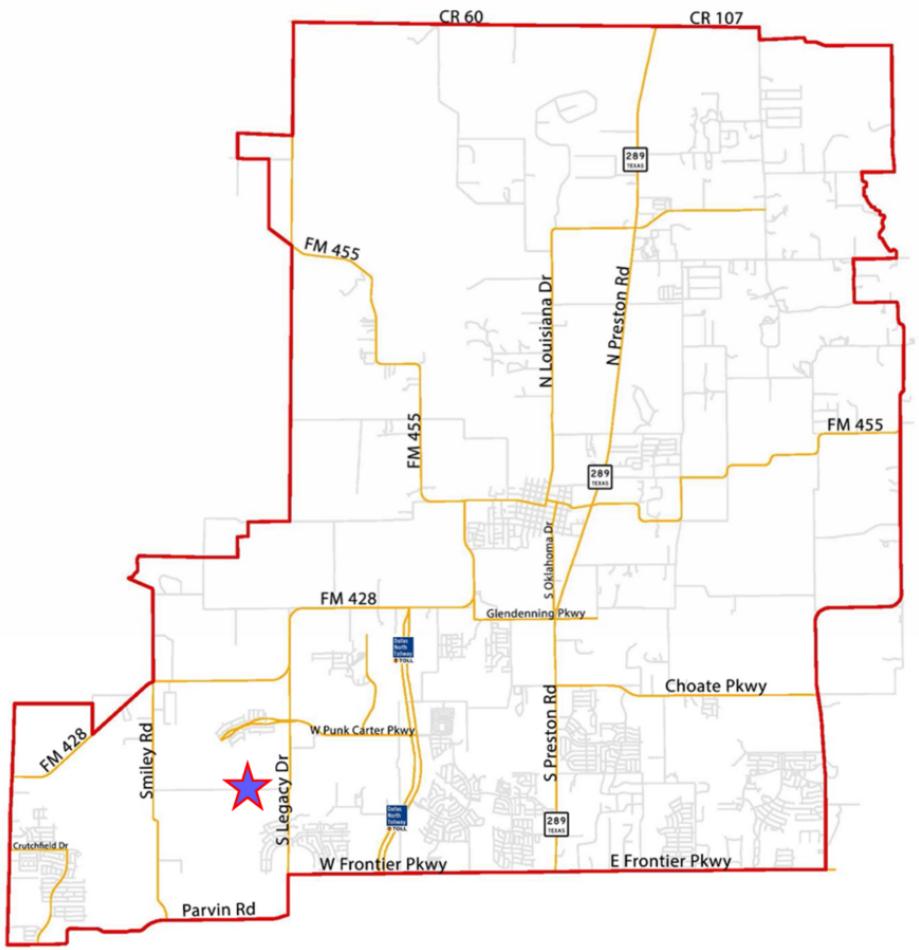
CAREY ROAD – MCNABB TO LEGACY

December 10, 2024
Kimberly Brawner



PROJECT LOCATION

- Carey Road – McNabb to Legacy Dr



BACKGROUND

- Carey Road from Smiley Road to Legacy Drive is identified as a collector road on the City of Celina thoroughfare.
- Green Meadows development is obligated for sections adjacent and a portion of off-site
- K Hovnanian Homes and Perry Homes are developing property immediately adjacent to Carey Road
- Bent Tree Meadows is within the City of Celina and not part of Green Meadows.

BENT TREE MEADOWS



CAREY ROAD OBLIGATIONS



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:	December 10, 2024
Re:	Flock Cameras Purchase

Action Requested:
Consider and act upon a Resolution authorizing the purchase and installation of Flock Cameras within the City to enhance public safety and assist in law enforcement efforts in an amount not to exceed $23,100.00 for year one and $18,000.00 for year two, for a two-year estimated total of $41,100.00 and an estimated annual renewal thereafter of $18,000.00. (Cullison)

Background Information:
The Celina Police Department (CPD) is seeking authorization to purchase Flock Cameras, which is a system based on Automated License Plate Readers (ALPR). The primary purpose of the CPD ALPR system will be to provide a tool for use by Patrol and Criminal Investigations personnel. This tool assists in the detection and apprehension of vehicles and/or persons traveling through the jurisdiction of the CPD in a vehicle that has license plates that have been entered either into the National Crime Index Computer (NCIC) or on the CPD ALPR Hotlist. The ALPR system can also be utilized by CPD Detectives and Analysts to assist in the development of leads that can eventually identify suspects who have committed crimes within Celina's jurisdiction.

The ALPR system is used only for license plate recognition. The system does not provide facial recognition, does not collect biometric or sensitive information, and is not used for tracking speed or parking violations. The data collected by the ALPR system is deleted every 30 days. ALPR systems have already been deployed in several cities in the DFW area, including Trophy Club, The Colony, Prosper, Allen, Plano, Carrollton, McKinney, Melissa, and Aubrey. The ALPR system will be a force multiplier, allowing for passive license plate scanning without the need for additional work hours, and reducing CPD's sole dependency on other agencies to obtain ALPR data.

Legal Review:
The City Attorney has reviewed the attached Resolution.

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Quote/Contract - Flock Safety
4. Celina PD Phase 1 - Flock Planning Center
5. Sole Source Affidavit - Flock

Financial Consideration:
City council approved in the FY25 budget for Flock cameras to be purchased from Capital Equipment.

Item	Quantity	Cost
Flock Safety LPR Falcon	6	$18,000
Professional Services - Standard Implementation Fee	4	$2,600 ($650 each)
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	2	$2,500 ($1,250 each)
Total Year 1		$23,100.00

The initial agreement is for two years with an auto-renewal option each year after. The estimated annual amount is $18,000.00.

Staff Recommendation:
Staff recommends approving the Resolution as presented.

Automated License Plates Readers (ALPR)
Flock Safety Cameras

Chief John A. Cullison #616
December 10, 2024



Flock Cameras- Embracing Technology to Detect, Deter, and Solve Crime



Automated License Plate Readers Are…

- Criminal Justice Information Services (CJIS) compliant
  - In coordination with National and Texas Crime Information Centers (NCIC/TCIC)
- Innovative cloud-based vehicle “fingerprint” recognition
- Modern proactive policing tools allowing our department to perform with greater efficiency
- A deterrent to crime
- Cost efficient
- Proactive: Real Time Alerts
- A force multiplier
- Credible objective evidence
- Increase community transparency capabilities
- Increase officer safety
- Cross departmental collaboration tools

flock safety

With Flock Safety, you get:

Flock Safety provides your police department with indiscriminate evidence from fixed locations.
We provide all of the maintenance so that your police department and city staff can focus on keeping your city safe and prosperous.



INFRASTRUCTURE-FREE

Reduce time to value and utility costs with full-service deployment.

24/7 COVERAGE

Capture objective vehicle data around the clock to multiply your force.

REAL-TIME ALERTS

- NCIC
- NCMEC (Amber Alert)
- Custom Hot Lists

ETHICALLY BUILT

- No people
- No facial recognition
- No speed tracking
- Indiscriminate evidence

flock safety

What this is:

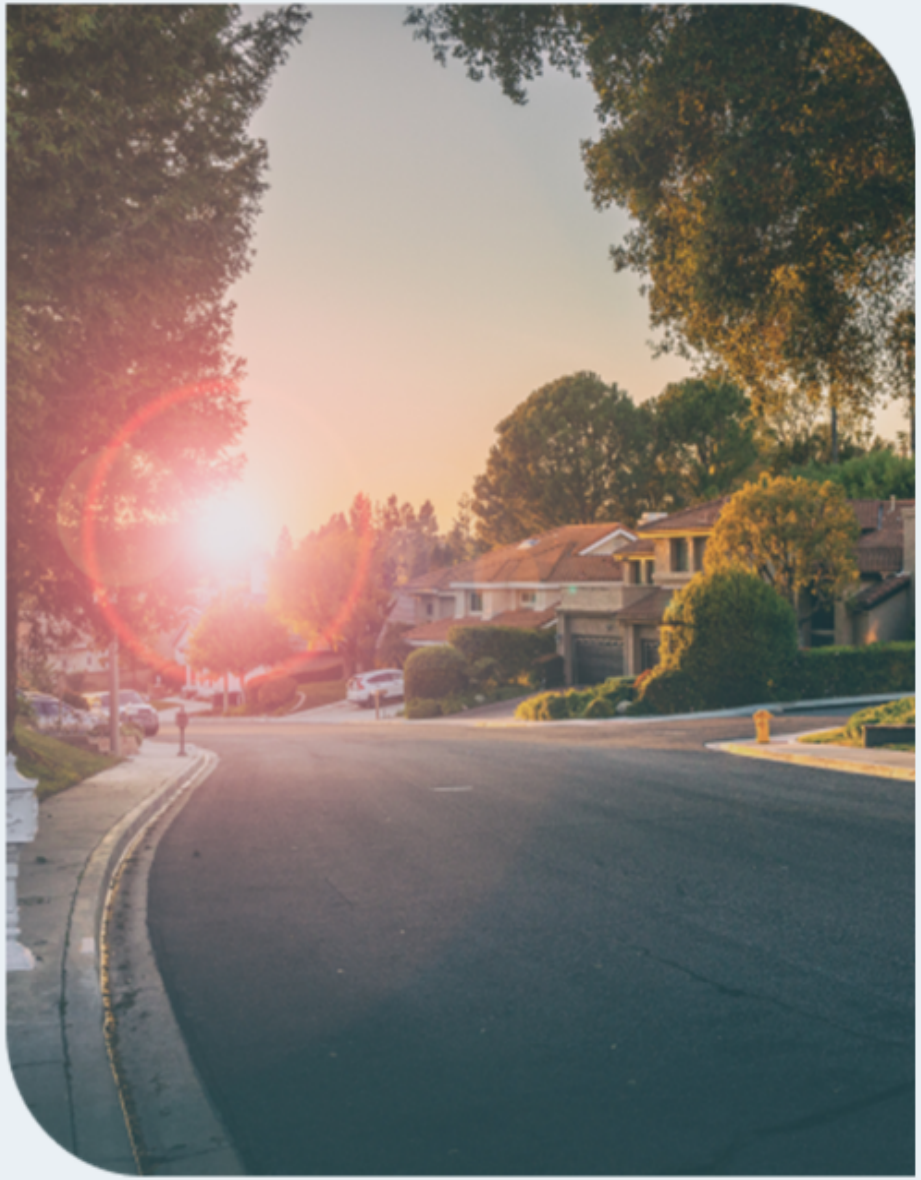
- License Plate Recognition (LPR)
- Gathers objective evidence and facts about vehicles, not people
- Alerts police of wanted vehicles
- Used to solve crime
- Adheres to all state laws

What this is not:

- Not facial recognition
- Not collection of biometric or sensitive information
- Not used for tracking speed or parking violations
- Data automatically deletes every 30 days

How does this technology deter and eliminate crime?

- **Proactive:** Real-Time Alerts when stolen or wanted vehicles enter your city
- **Investigative:** As clearance rates increase, overall crime often decreases
- Flock cameras serve as a **deterrent**



flock safety

FLOCK ALPR Helps with…

- Burglary, Theft, & Motor Vehicle Crimes
- Cross City Collaboration
- Detectives have minimal leads to investigate; lack of evidence
- Current mobile ALPR system has reached its end-of-life (vehicle equipped). Started in 2012
- Increased visitor population
- No access to existing community ALPR systems
- Crime rates increase as population and venues continue to increase

Automated License Plate Readers In Our Area



- Trophy Club Press release and Trophy Club Flock Portal
- The Colony LPR initiative and Flock Portal
- Prosper Flock Safety press releases and social media
- Celina Flock Safety ALPR systems scheduled for January 2025
- Allen increased their ALPR cameras Summer 2024
- Plano currently has 95 ALPR cameras
- Carrollton recently received over $1Million in grant funds to launch ALPR systems
- McKinney has switched to Axon Fleet 3 cameras with Flock Safety ALPR technology
- Melissa deployed ALPR cameras in October 2023
- Aubrey launched their Flock Safety ALPR program in 2023

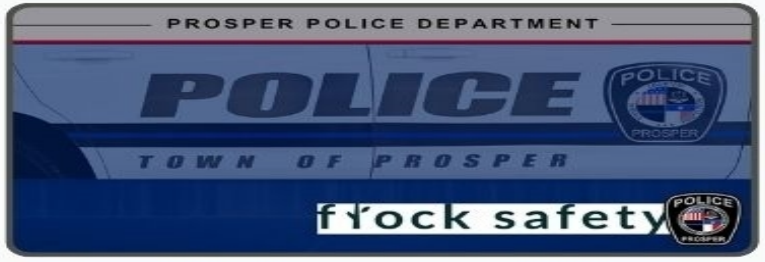
Transparency via Social Media

Prosper Police Department
14h ·

On Sept. 7, 2024, while the community was enjoying Freedom Fest, your Prosper Police Department officers were hard at work keeping the Town of Prosper safe. Officers received a notification from Flock that a vehicle associated with construction thefts had entered the Town of Prosper. Officers quickly began to search for the vehicle to ensure the occupants of the vehicle were not engaged in construction theft. To their surprise, officers found the vehicle near a residential construction site. Officers also observed a male associated with the vehicle walking around the site. During their investigation, officers found the male had an active warrant for his arrest for burglary in a neighboring jurisdiction. Officers arrested the male and provided him with a ride to the county jail.

Technology like Flock helps officers ensure the safety and security of the Town of Prosper. To learn more about the Prosper Police Department's Flock Safety Camera Program, click the link below.

https://www.prospertx.gov/CivicAlerts.aspx?AID=43



Community Response











- Infrastructure free
- 24/7 Coverage
- Real Time Alerts: NCIC, Amber Alerts, Customized *DPS Hot Lists*
- Police use “hot lists” in conjunction with automated license plate readers (ALPRs) to identify vehicles and investigate crimes:
  - Stolen vehicles
  - Vehicles associated with missing persons or involved in criminal activity.

- Example of a Flock Safety Camera in Prosper just south of Frontier and Coit

FLOCK CAMERAS

Benefit

- Passive license plate scanning without using personnel to do so
- Reduce our sole dependency on other agencies to obtain Flock data, thus being a better law enforcement partner in North Texas
- A proven track records of solving crime

QUESTIONS?

RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS IN SUPPORT OF THE CITY OF CELINA APPROVING, AUTHORIZING, AND ENTERING INTO A MULTIPLE USE AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION TO PERMIT FOR THE PLACEMENT TO PERMIT THE CONSTRUCTION, MAINTENANCE, AND OPERATION OF A PUBLIC AUTOMATED LICENSE PLATE RECOGNITION SYSTEM ON THE HIGHWAY RIGHT OF WAY AT SIX LOCATIONS BEING AT THE 300 BLOCK OF SOUTH PRESTON ROAD AT FRONTIER PARKWAY, AT THE 12000 BLOCK OF STATE HIGHWAY 289, AT THE 9000 BLOCK OF FARM TO MARKET 2478, AT THE 27000 BLOCK OF SOUTH PRESTON ROAD LOCATED AT THE WEST OUTER LOOP, AT THE 2400 BLOCK OF APPALOOSA LANE LOCATED AT THE EAST OUTER LOOP, AND AT THE 13000 BLOCK OF CRUTCHFIELD ROAD LOCATED AT FARM TO MARKET 1385; PROVIDING FOR FUNDING OF PROJECT; PROVIDING FOR INCORPORATION OF PREMISES; FOR A SAVINGS/REPEALINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of Celina, Texas ("City Council") has determined that the addition of Automated License Plate Reader ("ALPR") cameras will increase public safety and assist and aid the Celina Police Department in its crime prevention efforts and strategies; and

WHEREAS, City Council desires to engage with Texas Department of Transportation ("TXDOT") and asked that Flock Safety be allowed to place ALPR cameras in the TXDOT right-of-way on behalf of the Celina Police Department; and

WHEREAS, the City Council desires to authorize the City Manager to enter into a Memorandum of Understanding Agreement ("MOUA") or a Multiple Use Agreement ("MUA") with TXDOT for the placement of ALPR cameras in the TXDOT right-of-way, attached hereto as Exhibit "A-1", respectively with TXDOT; and

WHEREAS, Transportation Code, Chapters 201 and 221, and Texas Government Code, Chapter 791, authorize the State of Texas (the "State") to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System and to enter into an agreement with a municipality; and

WHEREAS, TXDOT would require the City's commitment of funds for the construction, placement, and maintenance of ALPR cameras ("Project"), which the Celina Police Department intends to provide funds for the Project; and

WHEREAS, all purchases made for the Project will be procured in compliance with the City's Procurement Policy and in accordance with State and Federal law (if applicable); and

WHEREAS, prior to the execution of the final construction and installation plans for the Project, TXDOT will update the schematics with the City; and

WHEREAS, after due deliberation and consideration, the City Council has determined that entering into an agreement with TXDOT in order for the Celina Police Department to install, operate, and maintain the ALPR cameras in the TXDOT right-of-way is in the best interest of the public health, safety, and welfare of the residents of the City.

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

SECTION 1: **Recitals Incorporated**. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2. **Project Funding**. This Resolution affirms the City's support for the Project. The City of Celina Police Department intends to provide for the cost of the installation, operation, and maintenance of ALPRs in funding for the Project. The City shall only have a binding commitment to such funding after the City enters into an agreement with TXDOT or the commission for the funding, should the Project be approved.

SECTION 3: **Savings/Repealing**. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section,

subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: **Open Meeting**. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6: Effective Date. This Resolution shall be in force and effect immediately upon final passage, and it is so resolved.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS.

On motion by Council Member _____, seconded by Council Member _____, the above and foregoing Resolution was passed and approved at a Regular Meeting of the City Council of the City of Celina, Texas, on this the ____ day of November, 2024.

_____
RYAN TUBBS, MAYOR

ATTEST:

_____
Lauren Vaughns, City Secretary

[SEAL]

Exhibit A-1

Texas Department of Transportation Multiple User Agreement

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

Flock Safety + City of Celina

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
James Allen
james.allen@flocksafety.com
(972) 561-6737

flock safety

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

flock safety

EXHIBIT A

ORDER FORM

Customer:	City of Celina	Initial Term:	24 Months
Legal Entity Name:	City of Celina	Renewal Term:	24 Months
Accounts Payable Email:	bbrown@celina-tx.gov	Payment Terms:	Net 30
Address:	3025 N. Coit Rd. Celina, Texas 75009	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$18,000.00**
Flock Safety LPR Products			
Flock Safety Falcon ® -	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee -	$650.00	4	$2,600.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region -	$1,250.00	2	$2,500.00
		Subtotal Year 1:	$23,100.00

Annual Recurring Subtotal:	$18,000.00
Estimated Tax:	$0.00
Contract Total:	$41,100.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$23,100.00
Annual Recurring after Year 1	$18,000.00
Contract Total	$41,100.00

*Tax not included

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ® -	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint ™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - MASH Tested Pole Implementation Fee - Non-Covered Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

Docusign Envelope ID: 3109AE08-FD02-4DA2-8F40-971892E99A8A

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: City of Celina**	
By:	Signed by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	
Title:	General Counsel	Title:	
Date:	11/8/2024	Date:	
		PO Number:	

flock safety

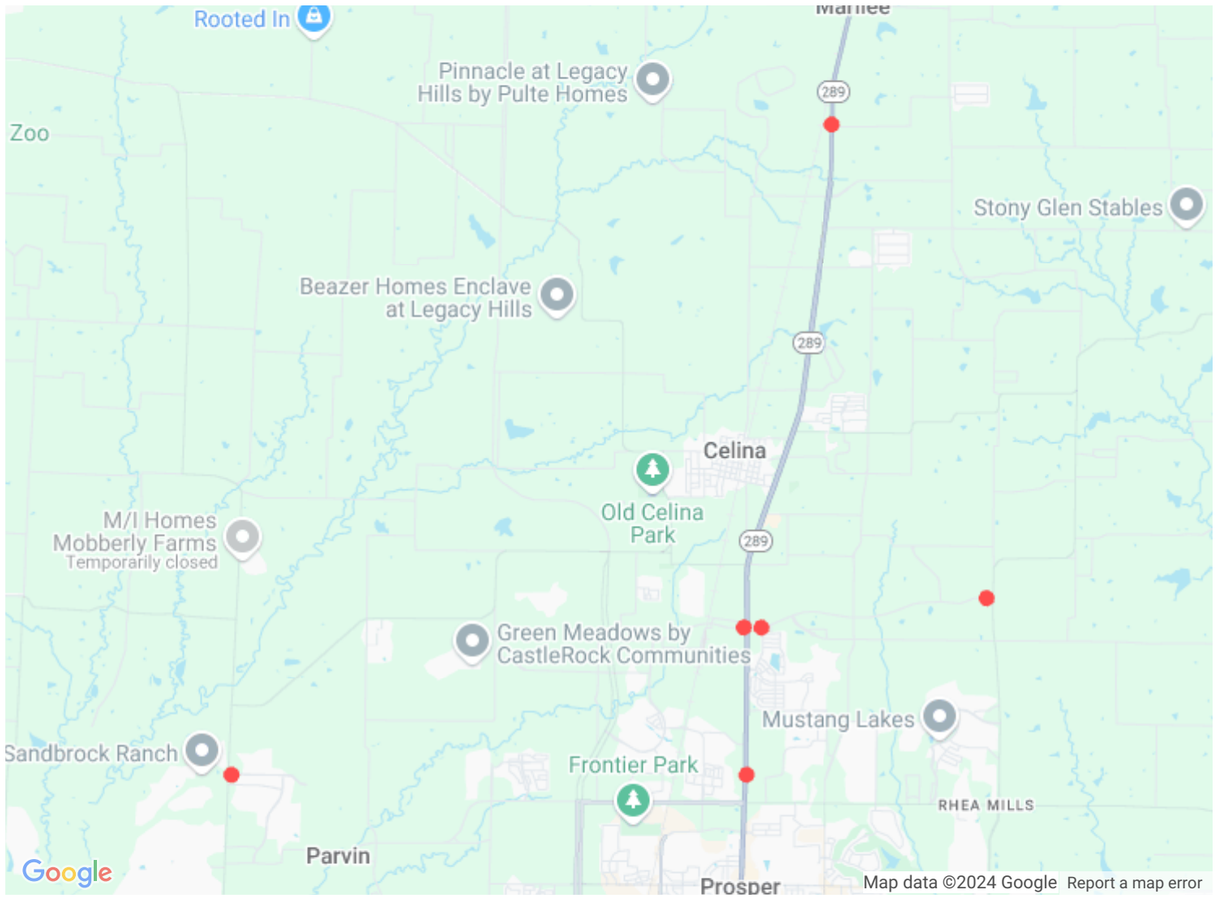
Celina PD Phase 1

LICENSE PLATE READER CAMERA INSTALLATION

2024

Index

1	Cover Page
2	Camera Location Information
3–8	Site Plans



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

Camera Locations

No.	Name	Address	Direction	Lat	Lng	Pole Type	Distance from Roadway (ft)
1	F#001 S Preston Rd @ Frontier Pkwy NB	3472 S Preston Rd, Celina, TX 75009, United States	Northbound	33.26758630405279	-96.78384846050126	X2 Redi Torque – Soil Plate	12.8
2	F#002 N Preston Rd @ Co Rd 106	12125 State Highway 289, Celina, TX 75009, United States	Southbound	33.382679943548695	-96.76569711310522	X2 Redi Torque – Soil Plate	12
3	F#003 E Outer Loop @ FM 2478	9401 FM 2478, Celina, TX 75009-4723, United States	Westbound	33.29891551166371	-96.73294055282352	X2 Redi Torque – Soil Plate	5.7
4	F#004 W Outer Loop @ S Preston Rd WB	27050 S Preston Rd, Celina, TX 75009-3881, United States	Westbound	33.29374370047481	-96.78440262122719	Flock Pole – 12 ft	12.7
5	F#005 E Outer Loop @ S Preston Rd EB	2433 Appaloosa Ln, Celina, TX 75009-4624, United States	Eastbound	33.29372086433297	-96.78067302738204	Flock Pole – 12 ft	12
6	F#006 Crutchfield Rd @ FM 1385 EB	13976 Crutchfield Rd, Celina, TX 76227-4334, United States	Eastbound	33.267581115729826	-96.89283546058803	Flock Pole – 12 ft	13

Distance: 12.8 ft.



Property	Value
Camera Number	1
Name	F#001 S Preston Rd @ Frontier Pkwy NB
Address	3472 S Preston Rd, Celina, TX 75009, United States
Direction	Northbound
Lat	33.26758630405279
Lng	-96.78384846050126
Pole Type	X2 Redi Torque - Soil Plate
Distance from Roadway (ft)	12.8
Speed Limit	55

Position



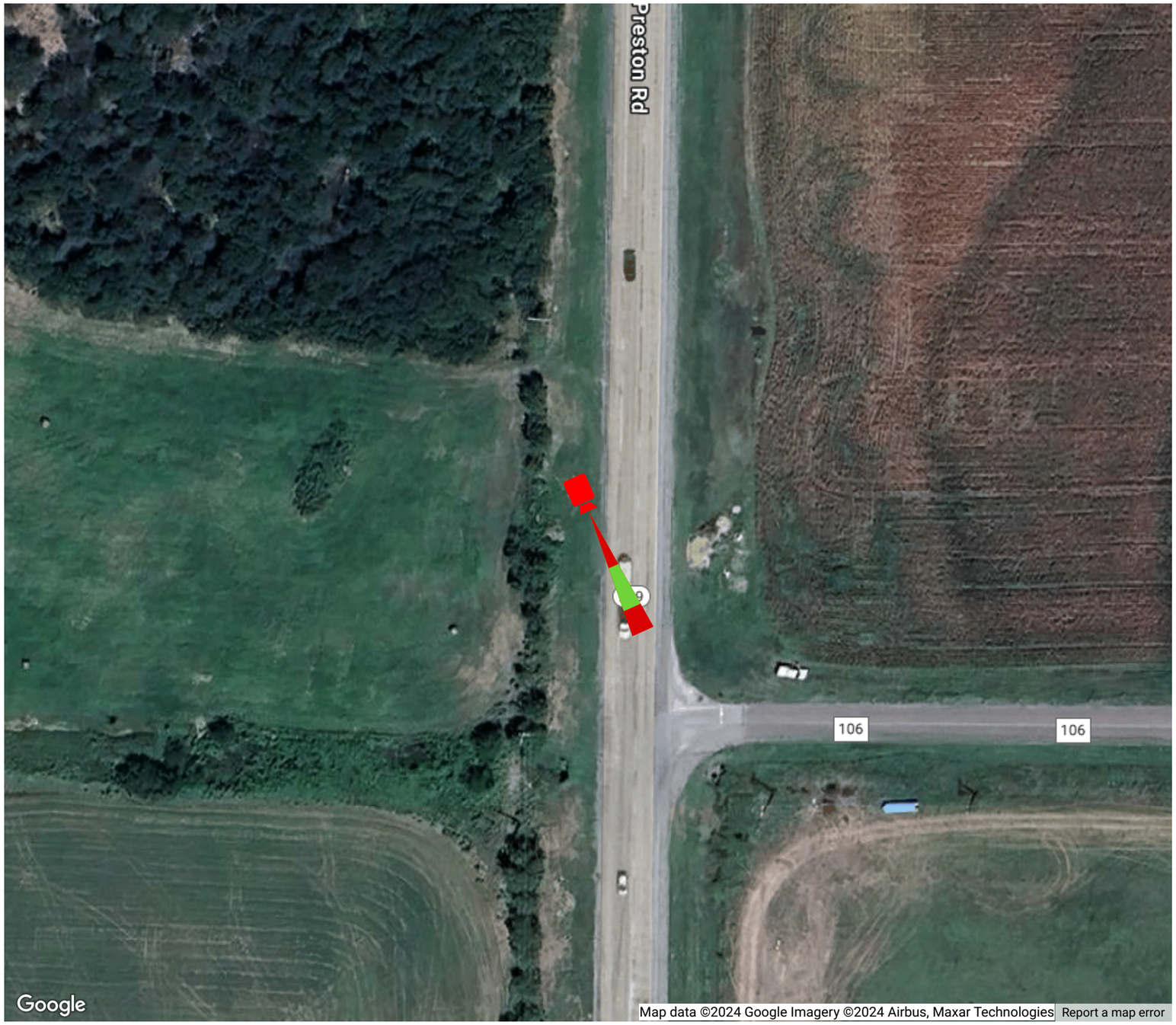
Location Notes: None

Distance: 12 ft.



Property	Value
Camera Number	2
Name	F#002 N Preston Rd @ Co Rd 106
Address	12125 State Highway 289, Celina, TX 75009, United States
Direction	Southbound
Lat	33.382679943548695
Lng	-96.76569711310522
Pole Type	X2 Redi Torque - Soil Plate
Distance from Roadway (ft)	12
Speed Limit	60

Position



Location Notes: None

Distance: 5.7 ft.



Property	Value
Camera Number	3
Name	F#003 E Outer Loop @ FM 2478
Address	9401 FM 2478, Celina, TX 75009-4723, United States
Direction	Westbound
Lat	33.29891551166371
Lng	-96.73294055282352
Pole Type	X2 Redi Torque - Soil Plate
Distance from Roadway (ft)	5.7
Speed Limit	30

Position



Location Notes: None

Distance: 12.7 ft.



Property	Value
Camera Number	4
Name	F#004 W Outer Loop @ S Preston Rd WB
Address	27050 S Preston Rd, Celina, TX 75009-3881, United States
Direction	Westbound
Lat	33.29374370047481
Lng	-96.78440262122719
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	12.7
Speed Limit	55

Position



Location Notes: None

Distance: 12 ft.



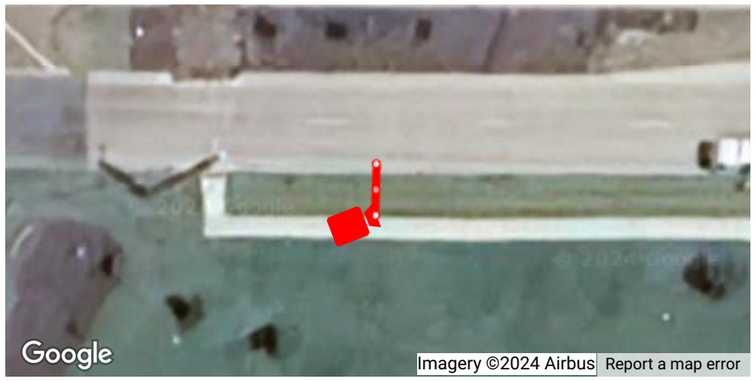
Property	Value
Camera Number	5
Name	F#005 E Outer Loop @ S Preston Rd EB
Address	2433 Appaloosa Ln, Celina, TX 75009-4624, United States
Direction	Eastbound
Lat	33.29372086433297
Lng	-96.78067302738204
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	12
Speed Limit	55

Position



Location Notes: None

Distance: 13 ft.



Property	Value
Camera Number	6
Name	F#006 Crutchfield Rd @ FM 1385 EB
Address	13976 Crutchfield Rd, Celina, TX 76227-4334, United States
Direction	Eastbound
Lat	33.267581115729826
Lng	-96.89283546058803
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	13
Speed Limit	35

Position



Location Notes: DS: No google street view. No ePDP available.

SOLE SOURCE (VENDOR) AFFIDAVIT

FLOCK GROUP INC — **Company Name**

MARK SMITH — **Contact Person**

1170 HOWELL MILL RD NW SUITE 210 — **Address**

ATLANTA — **City**

GA — **State**

30318 — **Zip**

415.385.9580 — **Phone**

MARK.SMITH@FLOCKSAFETY.COM — **Email**

Before me, the undersigned official, on this day, appeared, MARK SMITH, A person known to me to be the person whose signature appears below; whom after being duly sworn, his/her oath deposed and said:

1. My name is MARK SMITH; I am over the age of 18, have never been convicted of a felony and I am competent to make this affidavit.

2. I am an authorized representative of the above named company or firm:

3. The above-named company or firm is the sole source provider of the following item/service:

ALPR CAMERAS

4. Competition in providing the above named item/service) are precluded by the existence of a: (Please mark one source)

- ☐ patent
- ☐ monopoly
- ☐ book
- ☐ Territorial Restriction: (describe)
- ☐ copyright
- ☐ film
- ☐ a captive replacement part or component for equipment.
- ☐ secret process
- ☐ manuscript

☑ There is/are no other like item(s) or product(s) available for purchase that would serve the same purpose or function and there is only one price for the above-named item(s) or products(s) because of exclusive distribution or marketing rights. **A vendor, who markets a product through distributors, or more than one outlet, is not a sole source because the products are available from more than one source.**

☐ Other:

Signature of Authorized Official (President, CEO)

GENERAL COUNSEL & SECRETARY — Title of Authorized Official

SUBSCRIBED AND SWORN to before me on this _____ day of _____, 20___.

Seal

Signature: _____

Printed Name: _____

Commission Expires: _____

Approval: _____Yes _____No Purchasing Authorization: _____ Date: _____

JURAT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

Subscribed and sworn to (or affirmed) before me on this 7th day of NOVEMBER, 2024, by MARK SMITH, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

ROSE LEGARDA
Notary Public - California
Alameda County
Commission # 2502012
My Comm. Expires Oct 13, 2028

Signature _____

(seal)

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:	December 10, 2024
Re:	Roadway Impact Fee Resolution for Public Hearing

Action Requested:
Consider and act upon a Resolution setting a public hearing date of January 14, 2025, to consider/discuss/act on the amendment of the Land Use Assumptions, Capital Improvements Plan, and maximum assessable fees for roadway impact fees. (Glasgow)

Background Information:
Under Chapter 395 of the Texas Local Government Code, an impact fee is "a charge assessment imposed by a political subdivision against new development to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." On July 13, 2021, the City Council approved a resolution to adopt new roadway impact fees. The state statute section 395.052 requires that local governments update the land use assumptions and capital improvement plan at least every five years. In addition to this requirement, infrastructure construction costs have increased drastically since adopting the current impact fees. This increase has prompted the need to analyze and revise the impact fees to align with current construction costs.

On May 14, 2024, the City Council approved a task order for Kimley-Horn to revise the City's impact fees. Kimley has completed the necessary updates based on upcoming developments, the future land use plan, and population projections. The proposed public hearing will discuss the results of the impact fee study update.

Legal Review:
The Resolution has been reviewed by legal.

Supporting Documents:

1. Resolution_Setting_Public_Hearing_FINAL_2024.12.10 (P)

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2024-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A PUBLIC HEARING DATE FOR JANUARY 14, 2025, TO REVIEW AND DISCUSS THE AMENDMENT OF THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND MAXIMUM ASSESSABLE FEES FOR ROADWAY IMPACT FEES AS PART OF THE 2025 IMPACT FEE UPDATE.

WHEREAS, Chapter 395 of the Texas Local Government Code requires that a political subdivision adopt an ordinance, order, or resolution setting a public hearing date to review, discuss and consider the amendment of the Land Use Assumptions, Capital Improvements Plans, and Maximum Assessable Fees for Roadway Impact Fees; and

WHEREAS, in accordance with Texas Local Government Code Section 395.054, the City of Celina, Texas is proposing to hold a public hearing to review, discuss, and consider the amendment of the Land Use Assumptions, Capital Improvements Plans, and Maximum Assessable Fees for Roadway Impact Fees as part of the 2025 Impact Fee Update; and

WHEREAS, the City Council finds that the passage of this Resolution satisfies all applicable state law requirements and is in the best interest of the public health, safety and welfare of the City of Celina, Texas.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. Calling of Public Hearing and Providing Notice.

A. Calling of Public Hearing. The City Council of the City of Celina, Texas hereby calls a **Public Hearing** to discuss and consider the amendment of the Land Use Assumptions, Capital Improvements Plans, and Maximum Assessable Fees for Roadway Impact Fees as part of the 2025 Impact Fee Update, at which members of the public shall be given an opportunity to be heard, at Celina City Council Chambers, at **112 N. Colorado Street, Celina, Texas**, on **January 14, 2024**, **at 5:00 p.m.**

B. Notice of Public Hearing. The City Secretary is hereby authorized and directed to provide notice of the Public Hearing to be published in a newspaper of general circulation in the City, such notice being provided at least thirty-one (31) days prior to the date of the Public Hearing and in accordance with Texas Local Government Code 395.049.

SECTION 3. Effective Date. This Resolution shall take effect immediately from and after the date of passage and is so resolved.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ON THE 10TH DAY OF DECEMBER 2024.

THE CITY OF CELINA:

_____

By: Ryan Tubbs, Mayor

ATTEST:

_____

Lauren Vaughns, City Secretary

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:	Linda Majeed
Date:	December 10, 2024
Re:	Neighborhood Traffic Management Policy Resolution

Action Requested:
Consider and act to approve a Resolution adopting 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.

In November 2024, a workshop was presented to the City Council to discuss the policy's standards, potential traffic issues, the request process, and the toolbox options available for application within Celina. All comments and feedback were incorporated into the final policy.

Legal Review:
Legal has approved the proposed resolution.

Supporting Documents:
1. Presentation
2. Resolution
3. Policy

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.

CITY OF CELINA NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY

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

December 10, 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



SECTION 1: INTRODUCTION

1.4 ELIGIBLE MEAS

1.4.1 Traffic Signs for Streets

1.4.2 Physical Traffic Manage

1.4.2.A Although verti humps) are not recom physical traffic manage introduce horizontal de driver's path from a stra to other traffic, requires compatible with the nat Some examples of phy are mini-roundabouts Section 4 of the NTMP f features. Alleys are no management features.

1.4.3 Public Education Camp

1.4.3.A Public educat community to be bette of devices and encou participation in the area

1.4.3.B The educatio measures such as camp

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY |

SECTION 1: INTRODUCTION

1.5 INELIGIBLE MEA

1.5.1 Stop Signs

1.5.1.A Stop signs are between conflicting traf only authorized for inte and they do not ultimate proper use of stop signs regulations, including th Control Devices (MUTC

1.5.1.B Research has sh between stop signs to n time, as summarized i Shows the MUTCD is C PE/MI. Drivers recogni results in many people encourages a general d area and leads to a nev residents.

1.5.2 Other Non-Standard Tra

1.5.2.A Non-standard t not installed by the City

1.5.2.A.i There is n

1.5.2.A.ii Federal on public roadways City may install oth Pedestrian," and "T might have unusual schools and playgro

1.5.3 Speed Humps for Street

1.5.3.A The City of Ce except for speed cushio speed control.

1.5.3.A.i Emergen are increased, espe or ambulance must of humps.

1.5.3.A.ii Speed hu and vehicles someti humps by driving aro residents' yards.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY |

SECTION 1: INTRODUCTION

CELINA TEXAS

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.

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 1-5

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.



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.

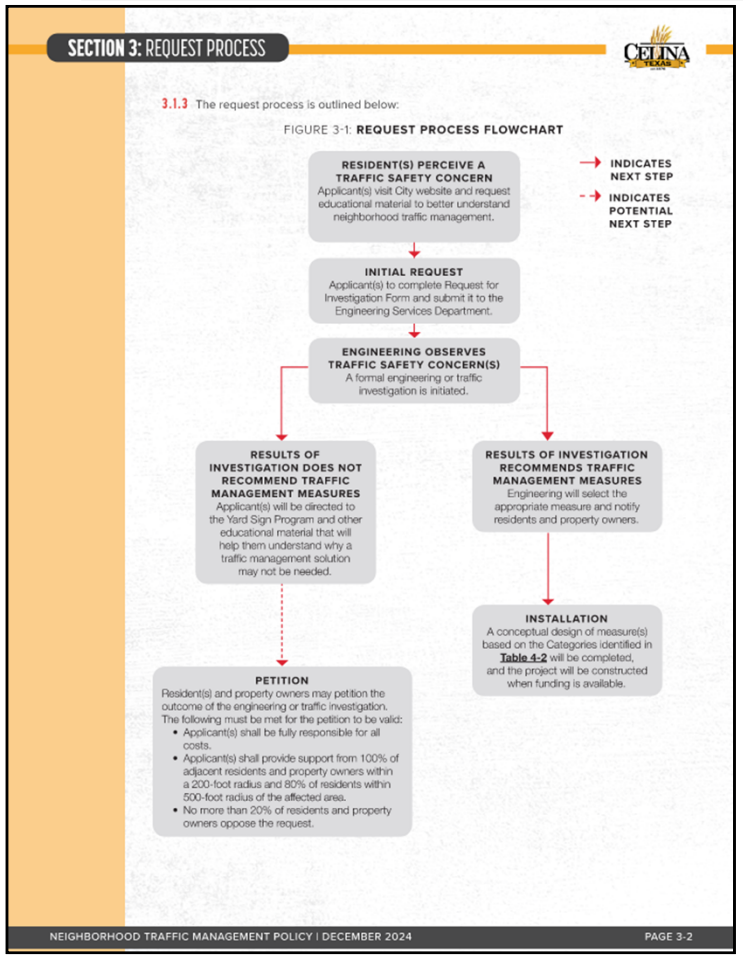
2.5 CRASHES

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.

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.

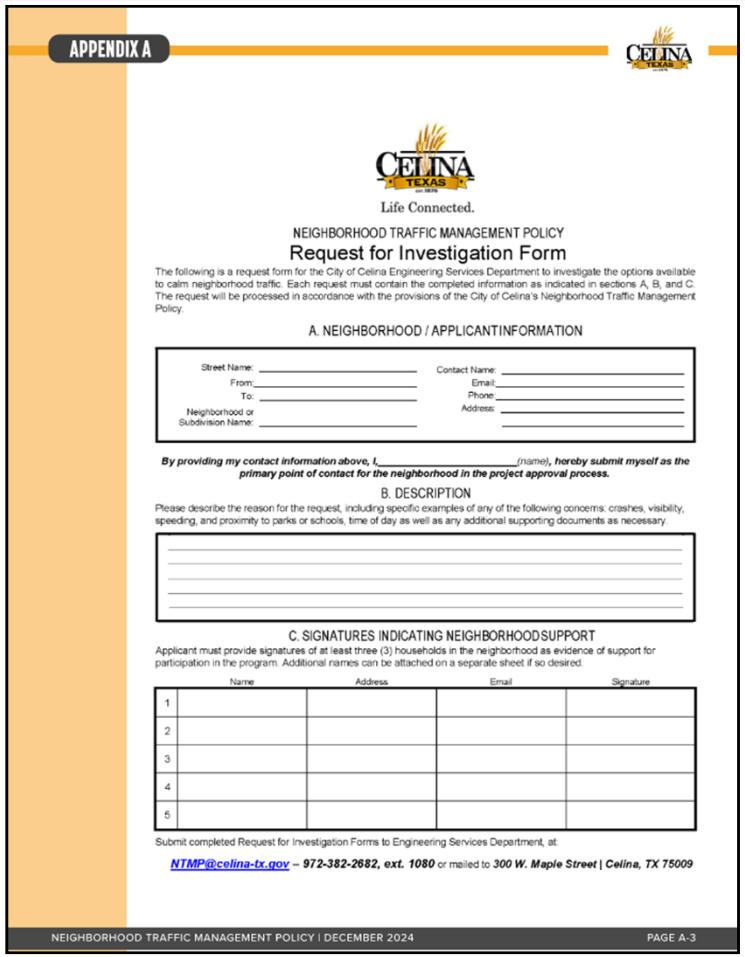
RESULTS OF INVESTIGATION DOES NOT RECOMMEND TRAFFIC MANAGEMENT MEASURES
Applicant(s) will be directed to the Yard Sign Program and other educational material that will help them understand why a traffic management solution may not be needed.

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

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: _____
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				

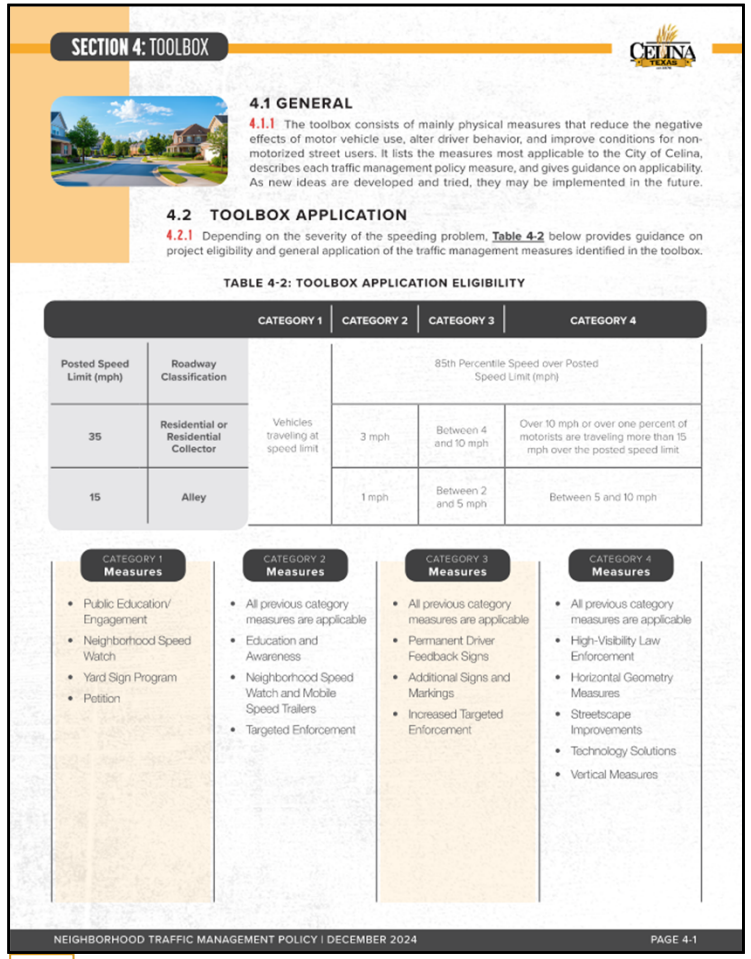
Submit completed Request for Investigation Forms to Engineering Services Department, at:

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		85th Percentile Speed over Posted Speed Limit (mph)			
35	Residential or Residential Collector	Vehicles traveling at speed limit	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

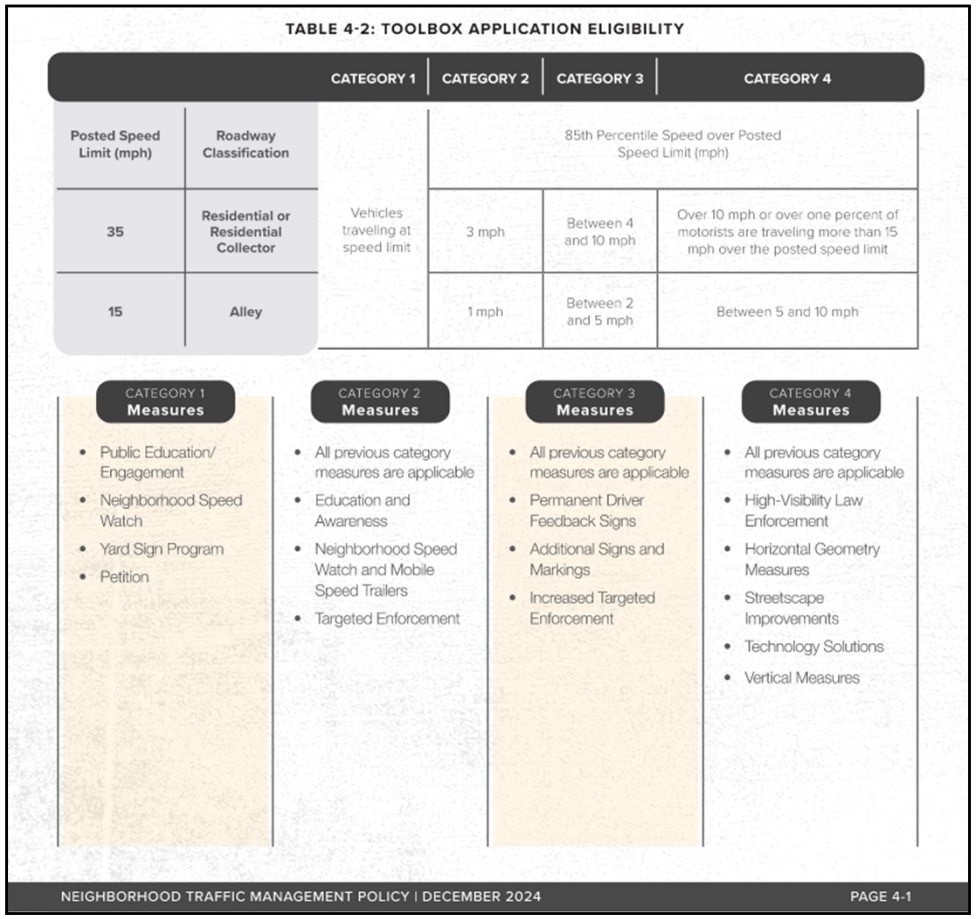


TABLE 4-2: TOOLBOX APPLICATION ELIGIBILITY

			CATEGORY 1	CATEGORY 2	CATEGORY 3	CATEGORY 4
Posted Speed Limit (mph)	Roadway Classification		85th Percentile Speed over Posted Speed Limit (mph)			
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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

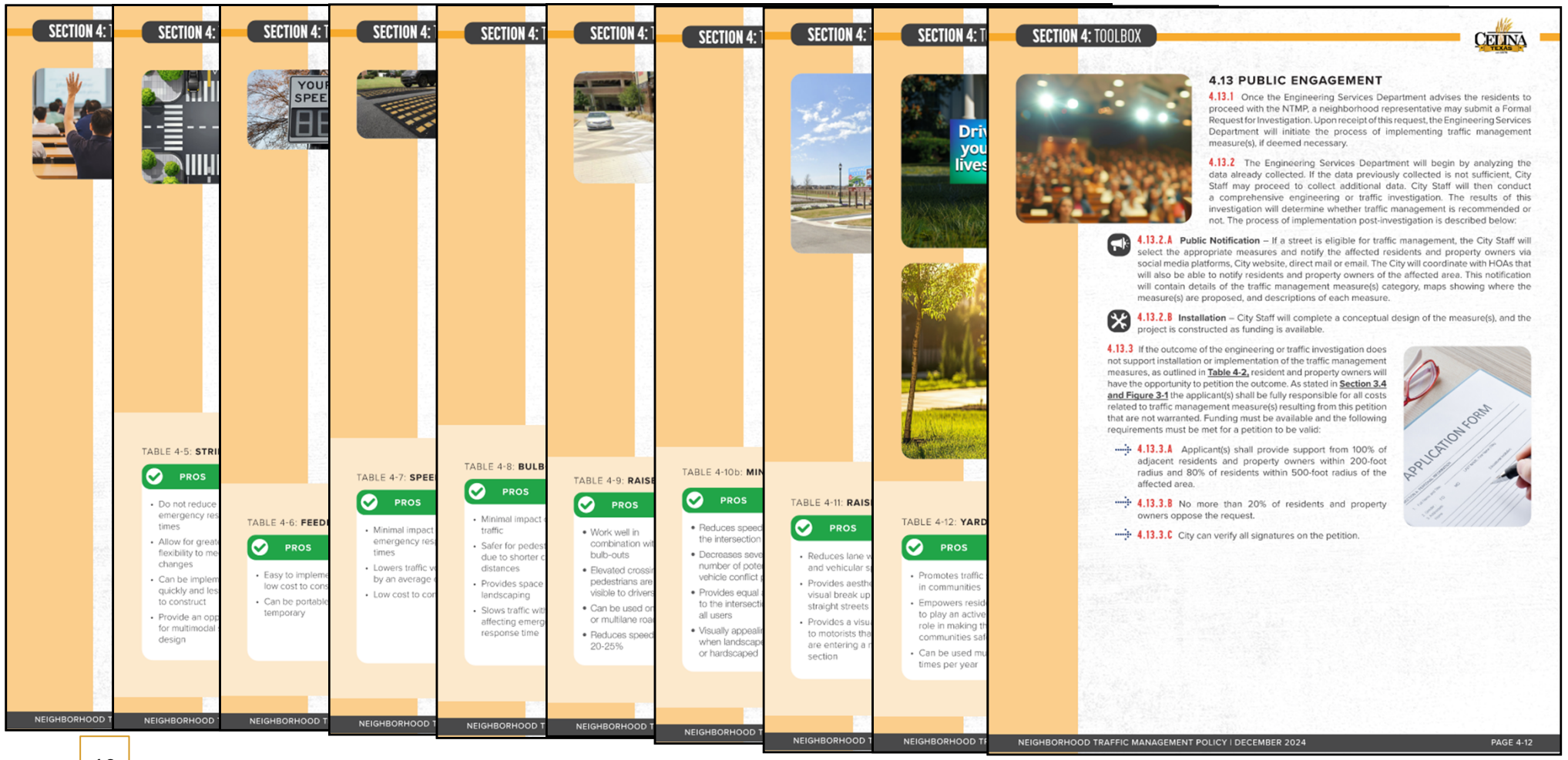
- All previous category measures are applicable
- Permanent Driver Feedback Signs
- Additional Signs and Markings
- Increased Targeted Enforcement

CATEGORY 4 Measures

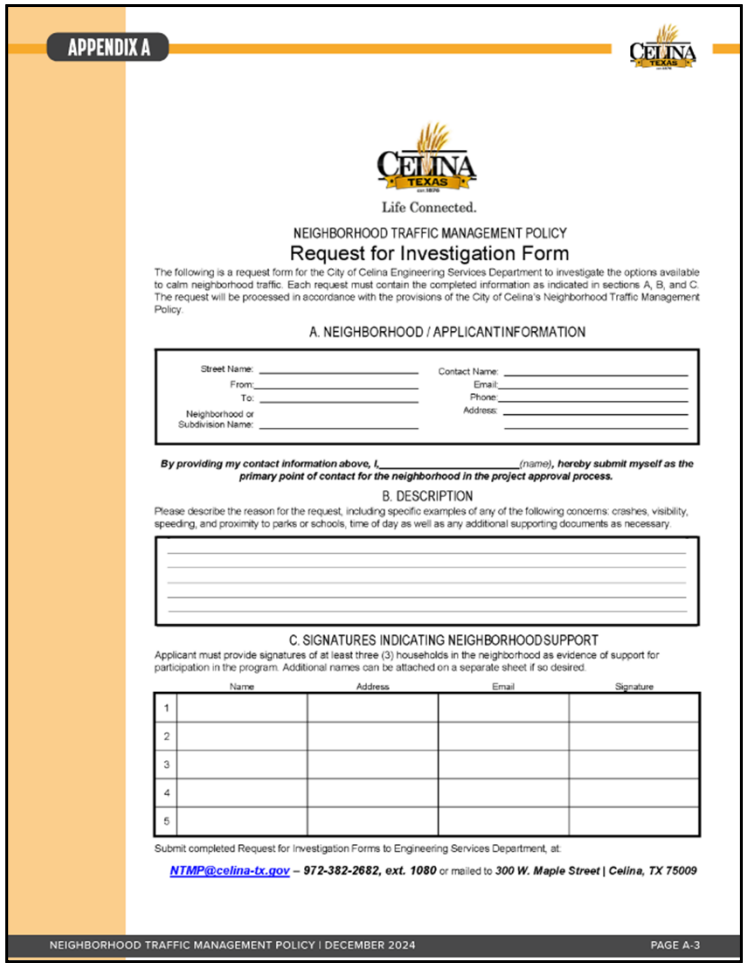
- All previous category measures are applicable
- High-Visibility Law Enforcement
- Horizontal Geometry Measures
- Streetscape Improvements
- Technology Solutions
- Vertical Measures

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE 4-1

TOOLBOX


SECTION 4: TOOLBOX
CELINA TEXAS
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
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FORMS



APPENDIX A

CELINA TEXAS

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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

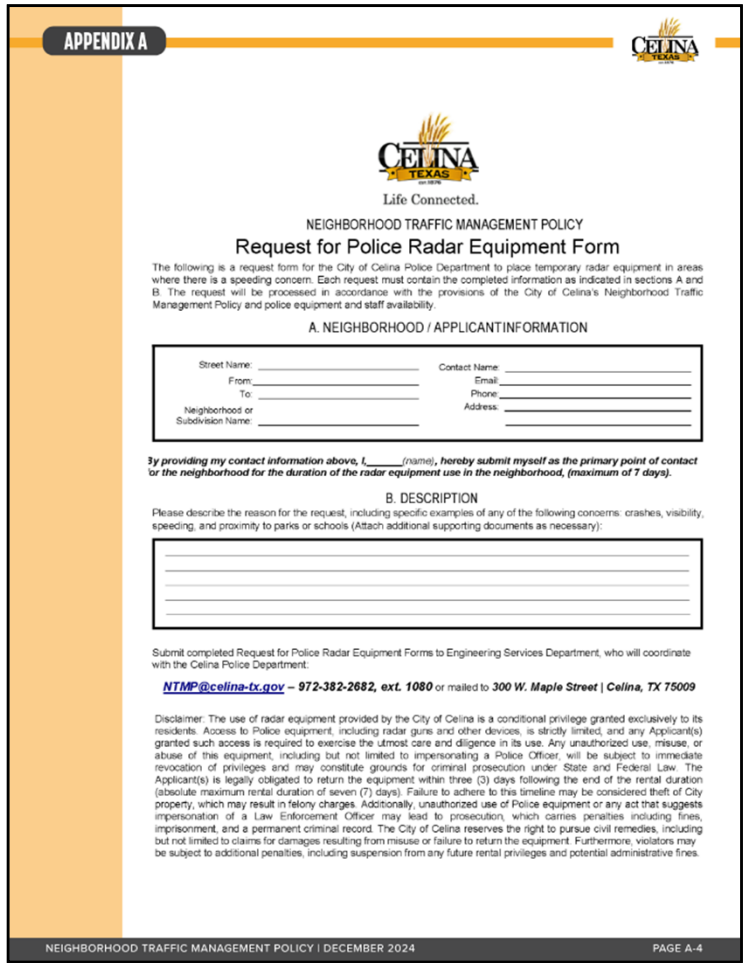
Applicant must provide signatures of at least three (3) households in the neighborhood as evidence of support for participation in the program. Additional names can be attached on a separate sheet if so desired.

	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***

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-3



APPENDIX A

CELINA TEXAS

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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 / 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 for the duration of the radar equipment use in the neighborhood, (maximum of 7 days).

B. DESCRIPTION

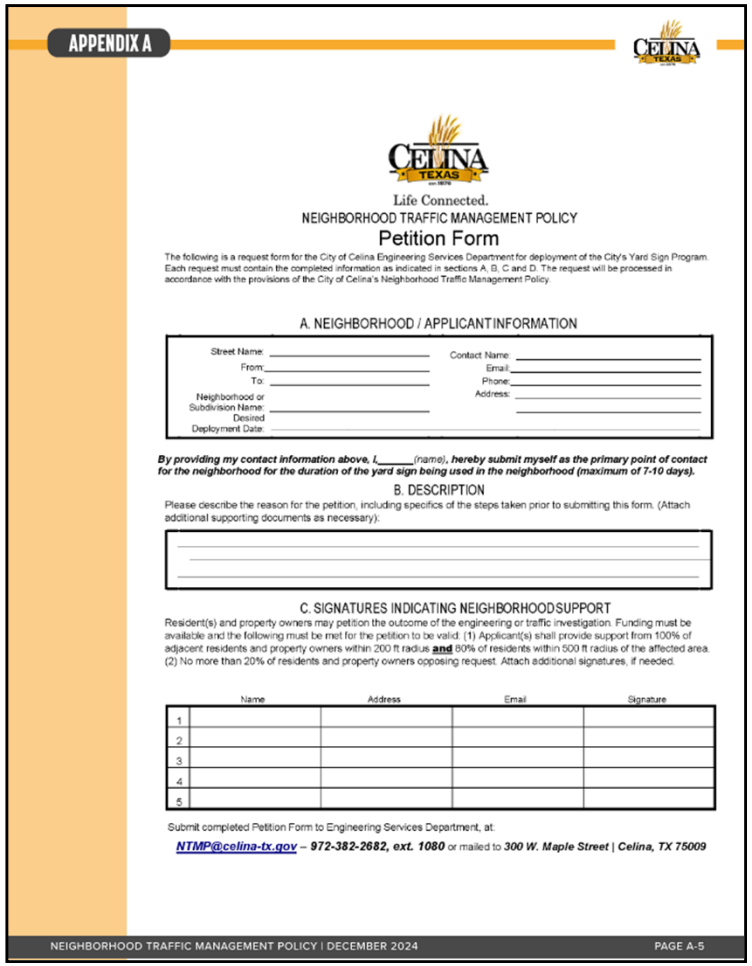
Please describe the reason for the request, including specific examples of any of the following concerns: crashes, visibility, speeding, and proximity to parks or schools (Attach additional supporting documents as necessary):

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

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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***

NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY | DECEMBER 2024 PAGE A-5

YARD SIGN – OPTION 1



YARD SIGN – OPTION 2



YARD SIGN – OPTION 3



IMPROVEMENT FUNDING

- City Funds – Warrants met
- HOA Funds – Warrants not met and HOA/applicant petitions
- Joint Funding – Considered joint funding improvements

COUNCIL FEEDBACK

- ✓ Address key challenges in the Neighborhood Traffic Management Policy


CELINA
TEXAS
EST. 1876
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RESOLUTION NO. 2024-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ADOPTING A NEIGHBORHOOD TRAFFIC MANAGEMENT POLICY; PROVIDING FOR THE INCORPORATION OF PREMISES; PROVIDING FOR A SAVINGS, REPEALING, AND SEVERABILITY CLAUSE; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina (the "City") is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and 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, Chapter 311, as well as Subtitle C, 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 of and visitors to the City to adopt the Neighborhood Traffic Management Policy that is intended to address and 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.

NOW, THEREFORE, BE IT RESOLVED 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. Adoption. The City Council hereby adopts the neighborhood traffic management policy, attached hereto and incorporated as if set forth fully herein as **Exhibit "A".**

SECTION 3. Savings/Repealing. All resolutions, ordinances, or City Council actions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4. Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: **Open Meeting**. It is officially found, determined and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Resolution was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 6. Effective Date. This Resolution shall become effective immediately upon its passage and adoption in accordance with state law and Charter.

PASSED AND APPROVED this 10TH day of December, 2024.

Ryan Tubbs,
Mayor

ATTEST:

Lauren Vaughns,
City Secretary

Exhibit A

Neighborhood Traffic Management Policy

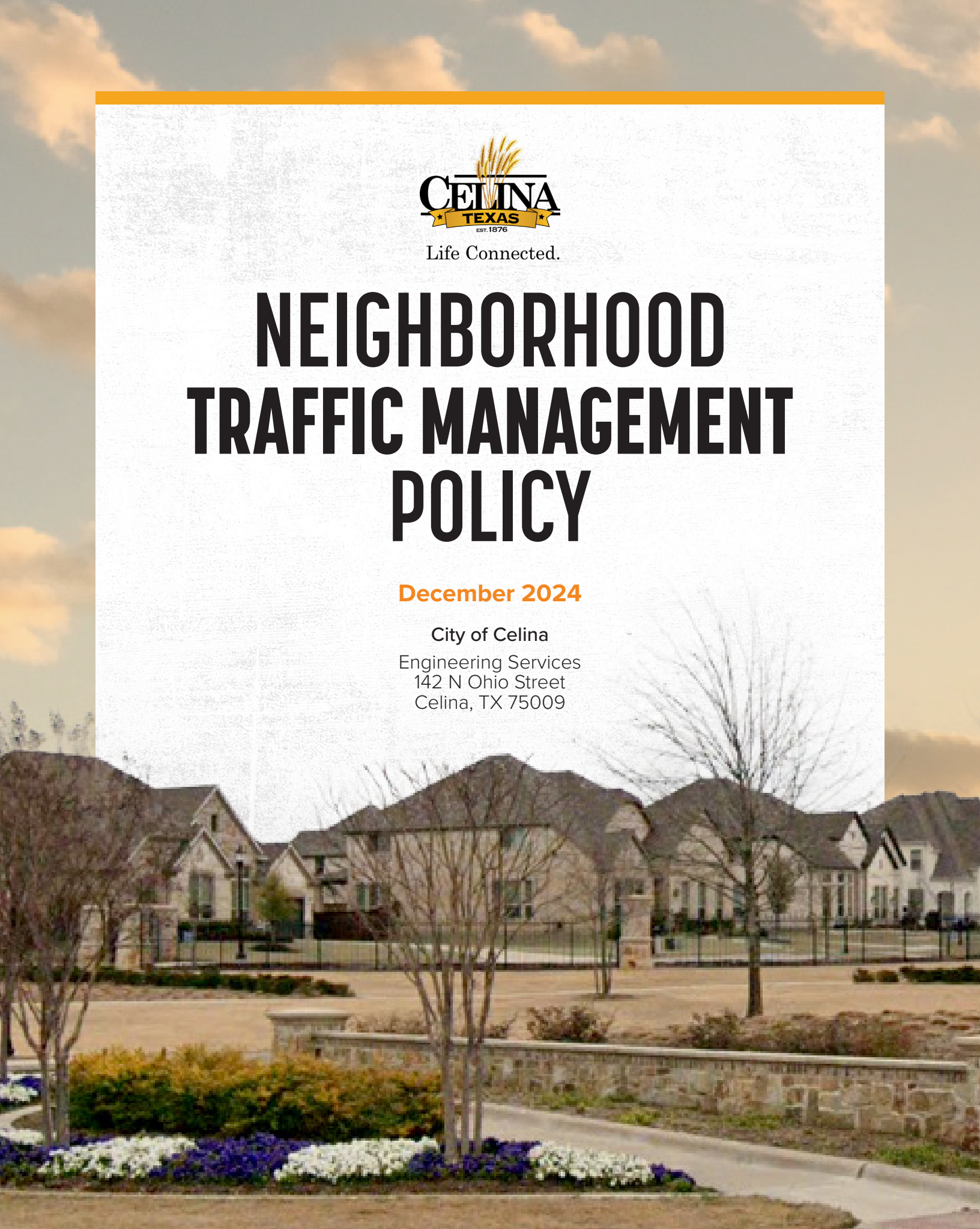
(See following page)

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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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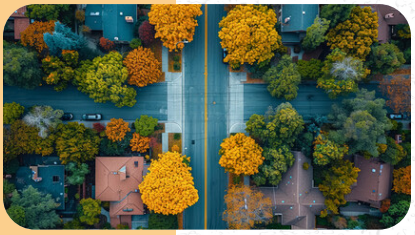
APPENDIX A FORMS A

A.1 Definitions A-1
A.2 Forms A-3



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.)

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.

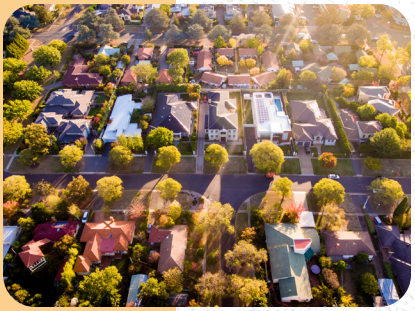


2.1.4 The City does post reduced speed limits (either regulatory or warning) for conditions that are unusual, unexpected, or present some additional degree of hazard that many not otherwise be readily apparent to drivers based on their assessment of their surroundings.



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.

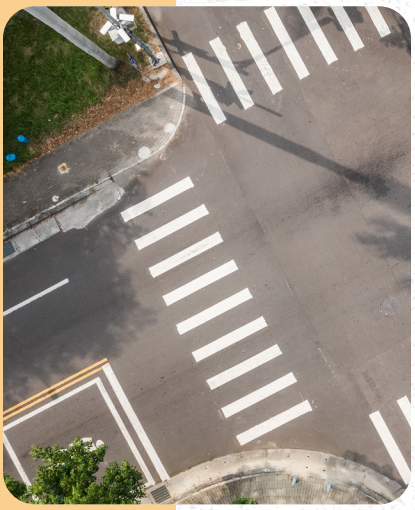




2.2.2 In most residential neighborhoods, the collector streets that are intended to feed traffic in and out of the neighborhood may look very similar to other local streets. However, right-of-way for a residential collector is wider than local streets and travel lanes may be wider.

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.

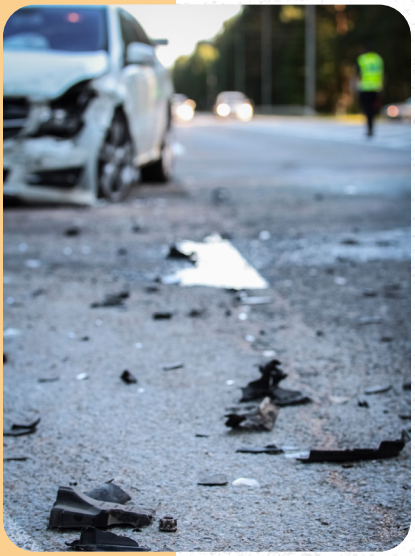
2.4.2 With vehicles parked on both sides of a street, there may be some locations where drivers are not comfortable passing oncoming traffic in all areas, and it may be necessary for opposing directions of traffic to alternate. This scenario sometimes generates complaint calls to the City, but requiring 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

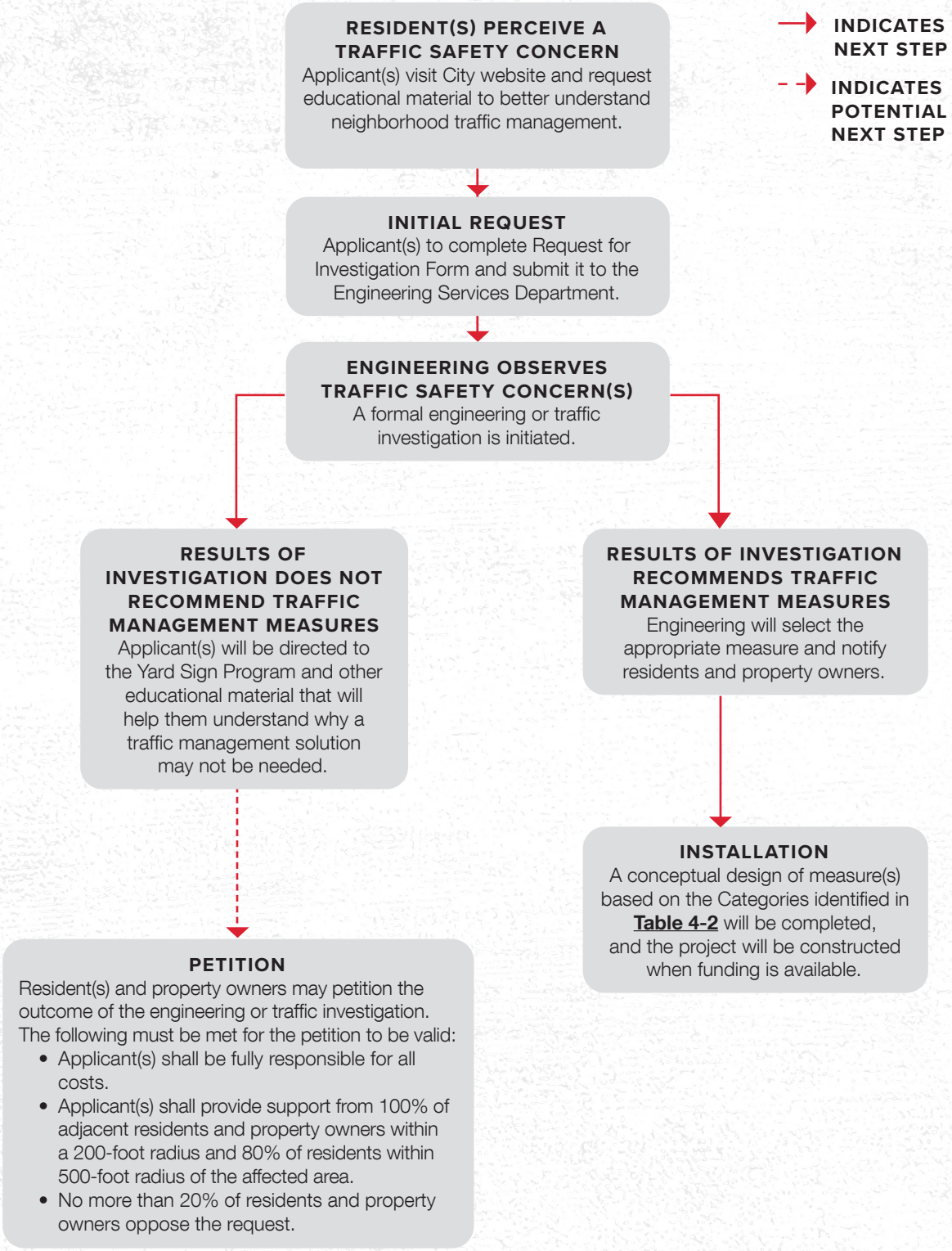
- **3.1.2.B.i** Description to include the reason for the request with specific examples of any of the following concerns: crashes, visibility, speeding, proximity to parks or schools, time of day as well as any additional supporting documents, as necessary.

3.1.2.C Supporting Signatures

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

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** Jointly funded by City and Neighborhood, if unwarrented.
- **3.4.1.C** 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

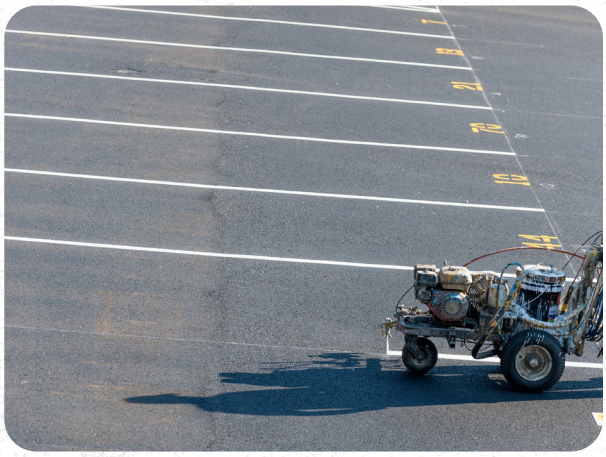


TABLE 4-5: **STRIPING PROS AND CONS**

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.

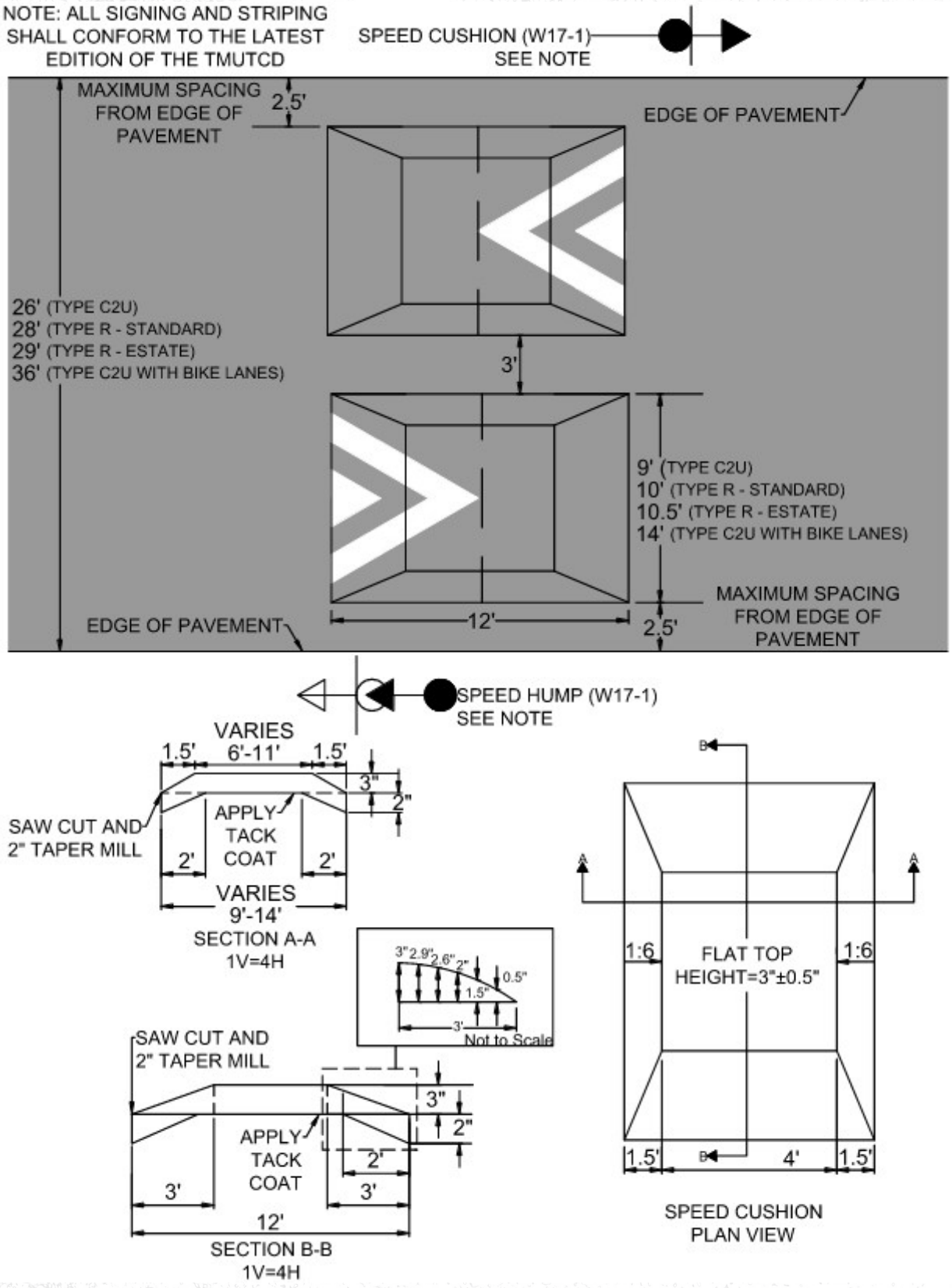
4.7.2.C Vertical speed management elements should be designed to the following criteria:

- **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

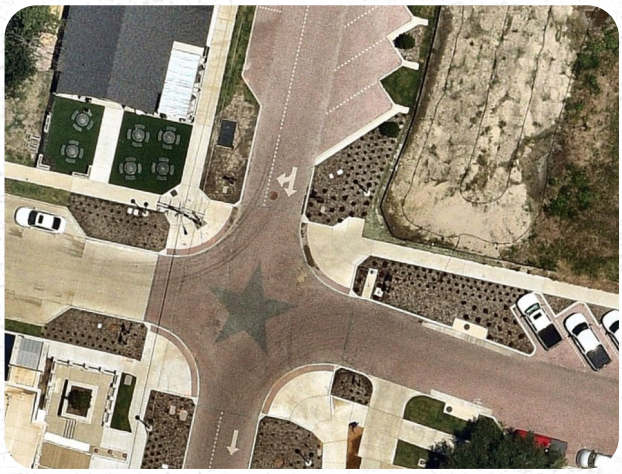
4.8 BULB-OUTS

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.



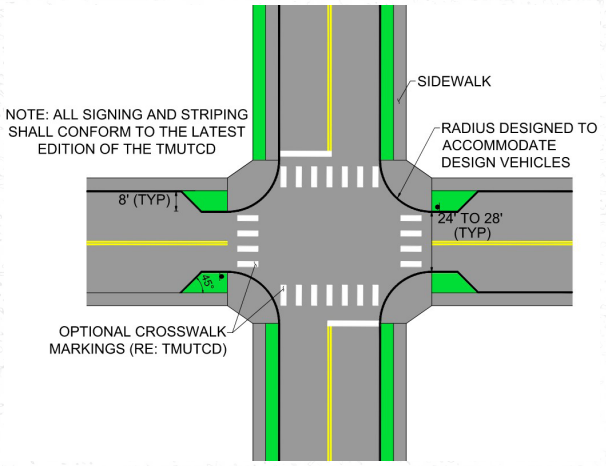


TABLE 4-8: **BULB-OUT PROS AND CONS**

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



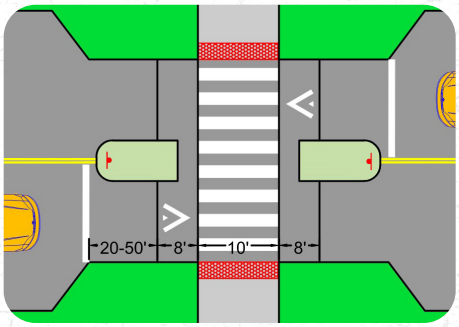
4.9 RAISED CROSSWALKS

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.

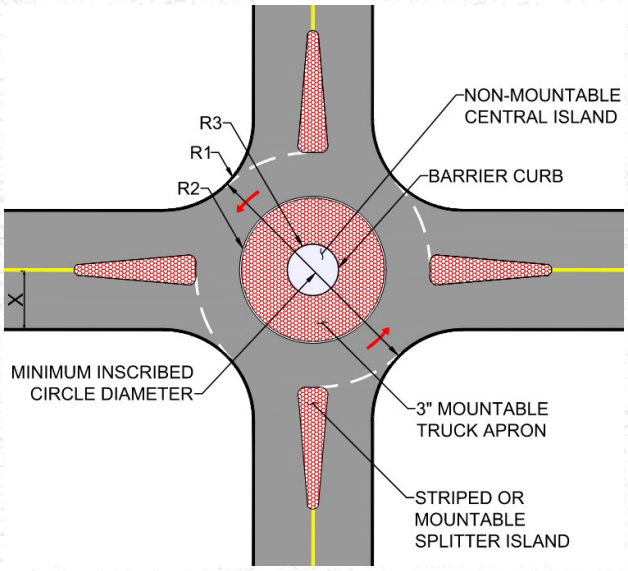


TABLE 4-10a: **MINI-ROUNDABOUTS DESIGN RADII**

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



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***

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:	December 10, 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:

- $187,119 in General Fund expenses for animal services provided by a contract with Collin County funded from fund balance. The County significantly increased charges for service beyond staff's original estimates.
- $38,240 in Capital Acquisition Fund expenses to roll the remainder of a purchase order from FY 2024 to FY 2025 for the permitting process assessment project in Development Services. This project is crossing fiscal years. All expenses were encumbered in FY 2024 and the remainder are rolling forward to FY 2025.
- $1,300,000 in Park Fund expenses to purchase park land.

Legal Review:
N/A

Supporting Documents:

1. Budget Amendment Presentation
2. Budget Amendment Ordinance

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
December 10, 2024



DETAILS

- Additional funding for the City's contract with Collin County for animal control services, as the annual increase exceeded City staff's projections.
- Carry-forward funding from FY 2024 for the permitting process assessment project, which is ongoing.
- Funding from the Park Fund to purchase park land.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Animal Control Services County Contract Cost Increase	(187,119)
General Fund	Animal Services	Animal Control Services County Contract Cost Increase	187,119
Capital Acquisition Fund	Fund Balance	Roll FY 2024 PO 24-00006678 Permitting Process Assessment Project	(38,240)
Capital Acquisition Fund	Planning	Roll FY 2024 PO 24-00006678 Permitting Process Assessment Project	38,240
Park Fund	Fund Balance	Park land purchase	(1,300,000)
Park Fund	Land Acquisition	Park land purchase	1,300,000

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 10th day of December 2024.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: December 10, 2024

Account #	Account Name	Description	Adjustment
102-31-3050	Fund Balance	Animal Control Services County Contract Cost Increase	(187,119)
102-111-000-6270	Animal Control Shelter/M&O	Animal Control Services County Contract Cost Increase	187,119
120-31-3050	Fund Balance	Roll FY 2024 PO 24-00006678 Permitting Process Assessment Project	(38,240)
120-107-000-6214	Planning	Roll FY 2024 PO 24-00006678 Permitting Process Assessment Project	38,240
109-31-3050	Fund Balance	Park land purchase	(1,300,000)
109-113-000-8600	Land Acquisition	Park land purchase	1,300,000

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Victoria Kiker
Date:	December 10, 2024
Re:	Lifeway Church - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 14 acres within the Extraterritorial Jurisdiction (ETJ); generally located north of County Road 58 and approximately 325 feet west of County Road 59, within the Extraterritorial Jurisdiction. (Lifeway Church - C-3 Expedited Annexation) (Mohan)

Background Information:
This item is related to the annexation of approximately 14 acres, generally located north of County Road 58 and approximately 325 feet west of County Road 59. The City Council approved a Development Agreement for the subject property in April 2024 that outlined the future annexation and zoning of the subject property. As such, the applicant requests to annex the property voluntarily and provide the appropriate zoning for the 14-acre property in conformance with the governing Development Agreement. Please refer to the attached documents, as well as the associated zoning item, for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

- **Annexation (Public Hearing) - Voluntary annexation of the subject property**
- Zoning (Public Hearing) - Zoning the property for future development

Legal Review:
This annexation follows a standard template approved by the City Attorney's Office.

Supporting Documents:

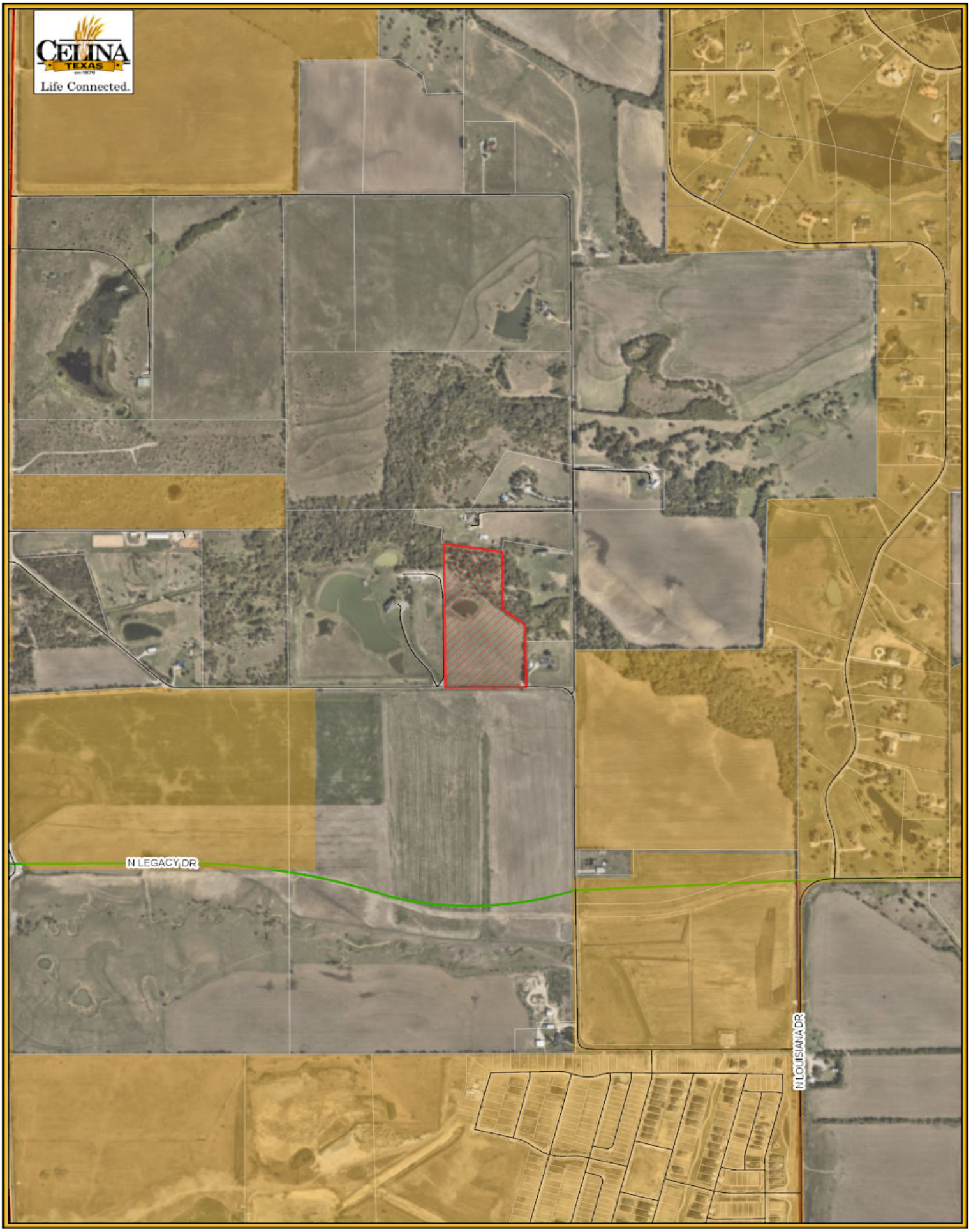
1. Location Map
2. Staff Presentation
3. Draft Ordinance
4. Lifeway DA Filed

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented, in accordance with the approved Development Agreement.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Lifeway Church Location Map

City of Celina

11/5/2024

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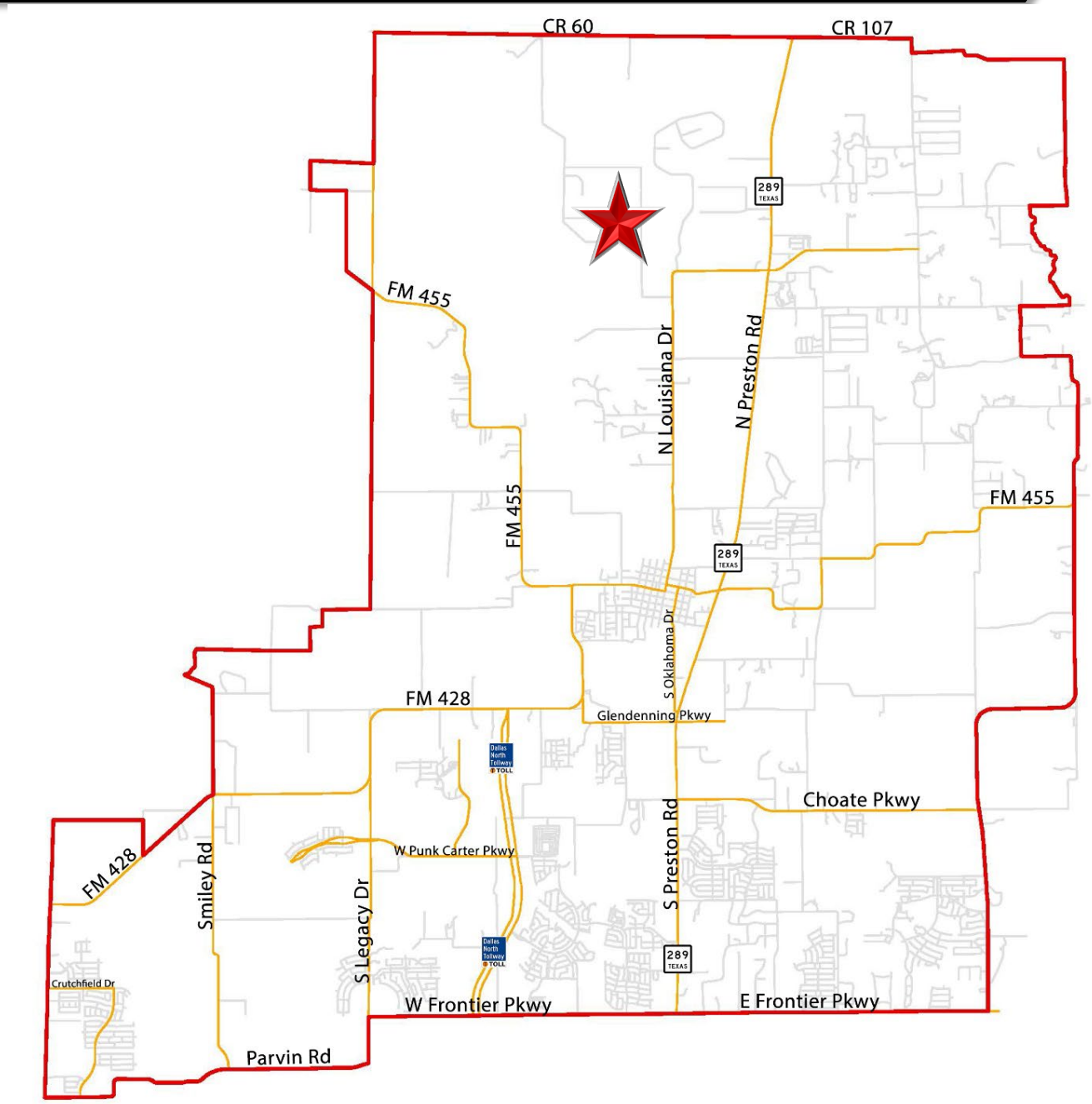
Feet

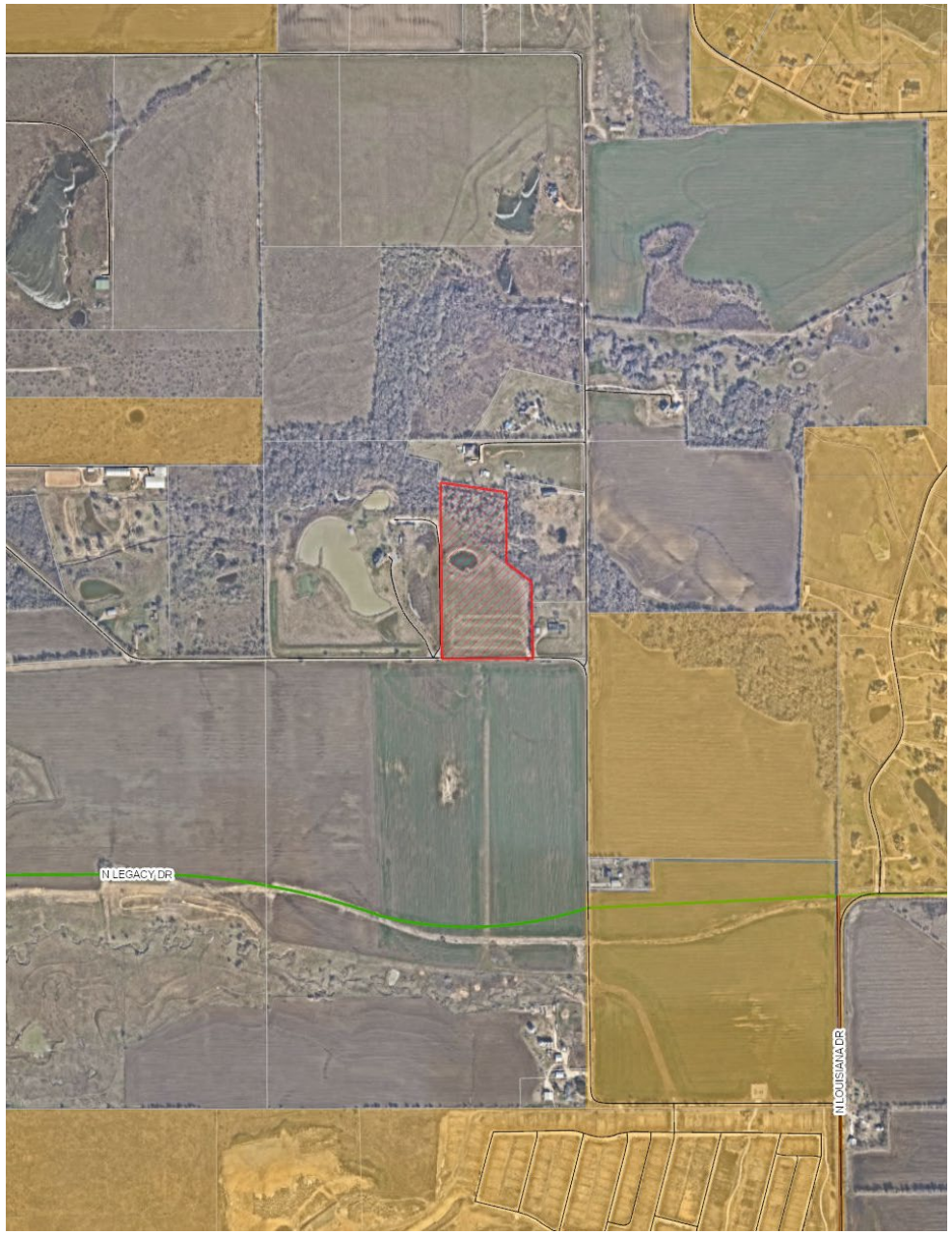
LIFEWAY CHURCH

ANNEXATION & ZONING

City Council
December 10, 2024




CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



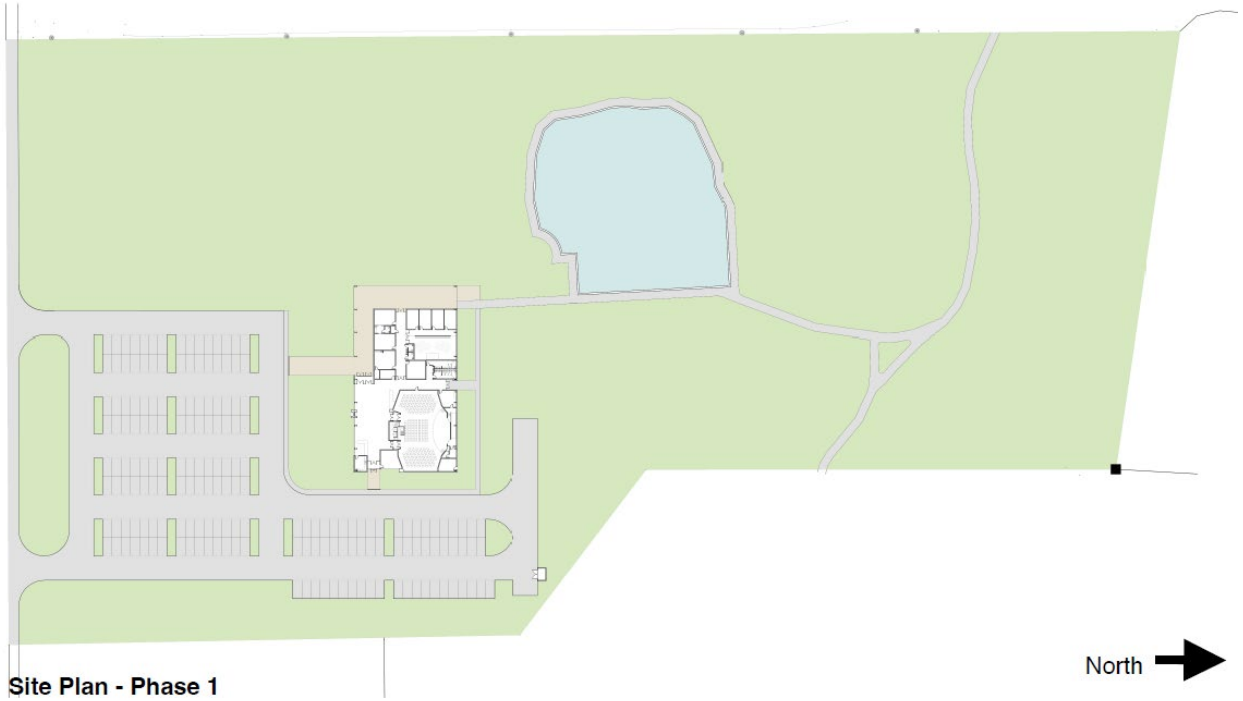
LOCATION MAP

The subject property is generally located at the northwest corner of CR 58 and CR 59, east of Legacy Hills and west of North Preston Lakes Estates

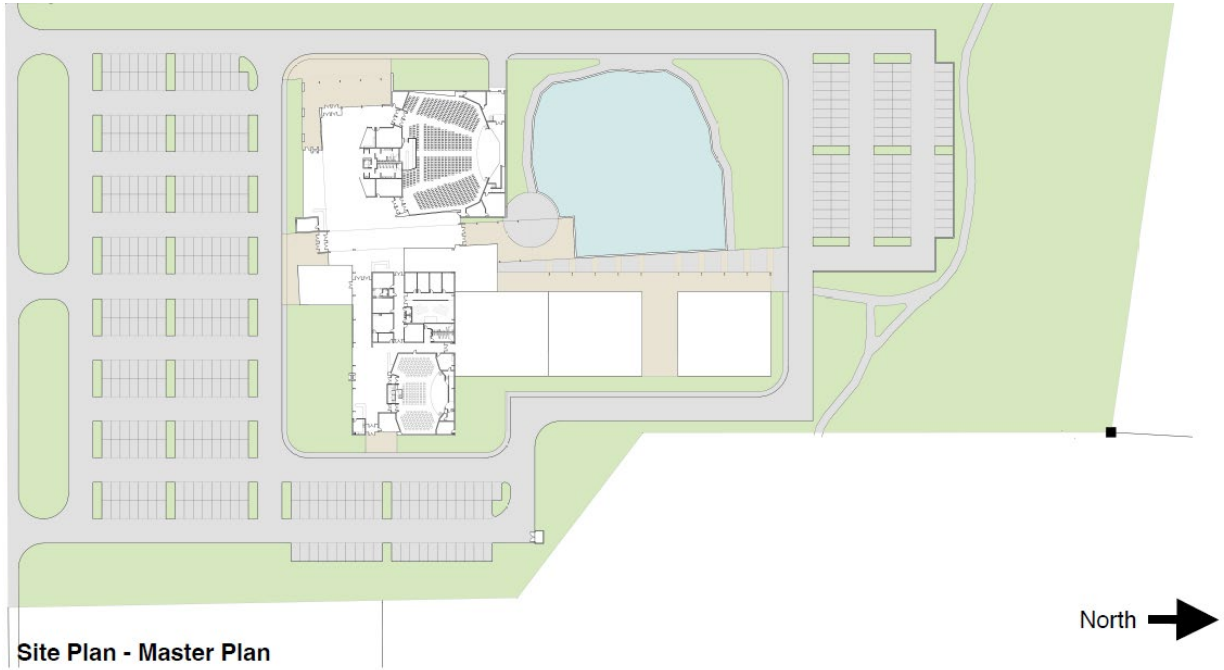
BACKGROUND

- The City Council approved a Development Agreement for the subject property in April 2024 that outlined its future zoning and annexation
- The subject property is approximately 14 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to Community Facilities District (CF) zoning, as permitted in the approved Development Agreement
- The property owner is proposing a church

CONCEPT PLAN



Site Plan - Phase 1



Site Plan - Master Plan

RENDERING (PHASE 1)



POLICY CONSIDERATIONS

- The associated annexation brings 14 acres into the City Limits
- Community Facilities District is the appropriate zoning district for churches
- The request is in conformance with the previously approved Development Agreement

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE NO. 2024-_____
LIFEWAY CHURCH ANNEXATION

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 14 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED NORTH OF COUNTY ROAD 58 AND APPROXIMATELY 325 FEET WEST OF COUNTY ROAD 59, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 10th day of December, 2024, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

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

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 25th day of November, 2024, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

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

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year

term, regarding services to be provided for the Property prior to the effective date of annexation of the Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

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

inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of December, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Being a tract of land situated in the Gabriel Chenaweth Survey, Abstract No. 140, Collin County, Texas, same being a tract of land conveyed to Richard C. Smith and Janet L. Smith, Trustees of the Richard Smith and Janet Smith Living Trust, by deed recorded in Instrument No. 20190206000128610, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Mark A. Palmer and spouse, Deborah L. Palmer, by deed recorded in Instrument No. 20120120000072350, Official Public Records of Collin County, Texas, and being in the North line of a tract of land conveyed to LMR Holdings, LTD., by deed recorded in Instrument No. 2009021300015800, Official Public Records of Collin County, Texas, and being in the centerline of County Road No. 58 (a Public right-of-way);

THENCE North 00 degrees 24 minutes 55 seconds West, along the East line of said Palmer tract, a distance of 1150.93 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Palmer tract, and being the Southwest corner of a tract of land conveyed to Jim C. Moore, and Sherri L. Moore, husband and wife, by deed recorded in Instrument No. 2003-0132400, Official Public Records of Collin County, Texas;

THENCE South 81 degrees 36 minutes 38 seconds East, along the South line of said Moore tract, a distance of 433.88 feet to a fence post found for corner, said corner being the Southeast corner of said Moore tract, and being along the West line of a tract of land conveyed to Oliver Grabbe and Jamie Grabbe, husband and wife, by deed recorded in Instrument No. 20191219001621750, Official Public Records of Collin County, Texas;

THENCE along the Grabbe tract, the following courses and distances:

South 00 degrees 02 minutes 26 seconds East, a distance of 460.29 feet to a ½ inch iron rod found for corner;

South 52 degrees 43 minutes 19 seconds East, a distance of 203.97 feet to a ½ inch iron rod found for corner;

South 01 degree 05 minutes 25 seconds East, a distance of 501.11 feet to a ½ inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to Gary D. Vest, a married person, by deed recorded in Volume 3925, Page 3052, Official Public Records of Collin County, Texas, and being in the North line of said LMR Holdings tract, and being in the centerline of said County Road No. 58;

THENCE South 89 degrees 44 minutes 08 seconds West, along the centerline line of said County Road No. 58, a distance of 593.05 feet to the POINT OF BEGINNING and containing 569,288 square feet or 13.07 acres of land.

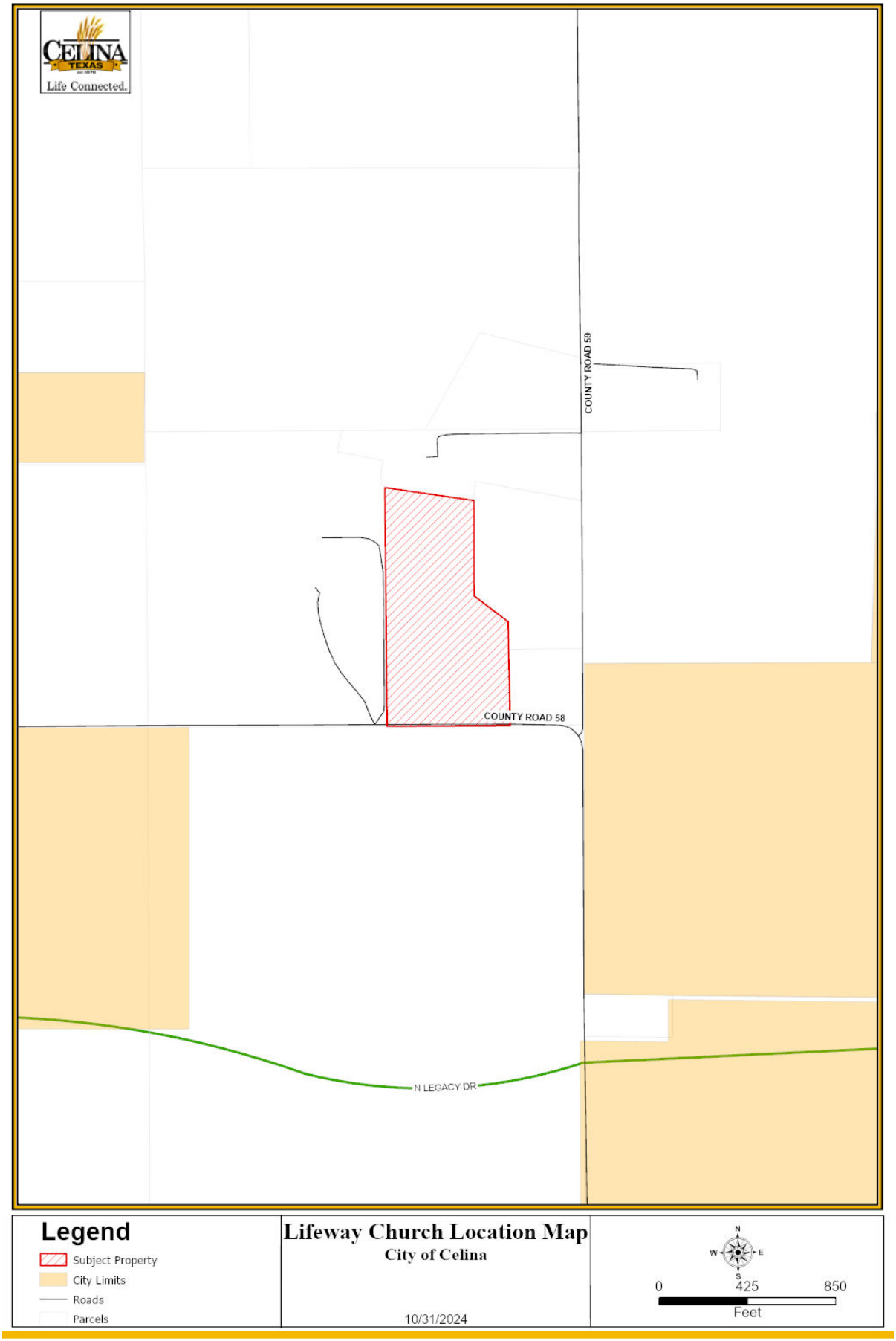

CELINA
TEXAS
Life Connected.
COUNTY ROAD 59
COUNTY ROAD 58
N LEGACY DR
Legend
Subject Property
City Limits
Roads
Parcels
Lifeway Church Location Map
City of Celina
10/31/2024
N
W
E
S
0
425
850
Feet

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

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

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

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

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

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

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

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

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

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

K) OTHER SERVICES

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

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

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

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

M) TERM

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

N) AMENDMENTS

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Lifeway Church (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 13.066 acres of land, generally located at the west of County Road 59 and north of County Road 58, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Owner intends to develop the Property as assembly uses to include church and place of worship (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan and rendering attached hereto as **Exhibit C** (the "Concept Plan & Rendering"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the impact fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCN") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Owner to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; landscaping,; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will add value by providing additional ways to serve the community with additional places for worship and community events within the City; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article IV below; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit E**.

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Owner shall construct roadway improvements required for CR 58 prior to beginning construction of the next future phase after the completion of phase 1; and

(3) A traffic impact analysis shall be required prior to beginning construction of the next future phase after the completion of phase 1. Any required turn lanes on CR 58 or CR 59, as determined by the traffic impact analysis, shall be constructed with roadway improvements of the next future phase after phase 1.

(4) Owner shall construct two points of ingress/egress during the construction of phase 1. A third ingress/egress and cross connection shall be constructed with the next future phase after phase 1.

(d) Water Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit E**, Owner shall, at its sole cost and expense, design and construct the following (the "Water Improvements"):

(1) Owner shall construct two thousand (2000) feet of the required twelve (12) inch water loop. Owner will be allowed an open cut at the connection point along CR 58 with two hundred (200) PSI flowable concrete trench infill; and

(2) Owner shall install three (3) fire hydrants, maintaining one thousand (1,000) feet between each fire hydrant, along CR 58 and CR 59.

(e) Wastewater Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development shall be required for all phases with the exception of phase 1; and

(2) A private wastewater system shall be allowed for Phase 1. Owner shall be required to construct and connect to wastewater improvements at time of constructing the next future phase after the completion of phase 1.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

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

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Owner may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. As consideration for the impact fees being waived for Phase 1 of the Property, Owner has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all

subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Commercial Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial portions of the Development that are charged pursuant to City Regulations with the exception that no roadway, sewer, water, or other impact fees shall be assessed for phase 1.

4.2 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 NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 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.

4.3 <u>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</u>.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

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

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

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Owner agrees to submit a voluntary annexation petition for the Property. The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Owner shall not petition for release from the City's ETJ pursuant to Chapter 42, Texas Local Government Code, as enacted by S.B. 2038, any amendments to Chapter 42, or any other future change in law. Any such action shall be deemed a breach of this Agreement. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property. The Owner acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner;

(b) Owner is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Owner's consent, and by entering into this Agreement, Owner hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan & Rendering, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan & Rendering, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. A Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to a Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and

the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of

the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Owner, its successors and assigns, for annexation and compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer"),.

9.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when

personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: 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:	Attn: Josh E. Price Lifeway Church, Inc. 701 E. Pecan Street Celina, Texas 75009
With a copy to:	Mark Killingsworth PLLC 5716 Autumn Trail Celina, Texas 75009 E-mail: mark@mkpllc.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

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

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

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

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

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

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

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

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

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

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

Exhibit A	Legal Description of the Property
Exhibit B	Depiction of the Property

Exhibit C	Concept Plan & Rendering
Exhibit D	Development Standards
Exhibit E	Water Improvements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

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

10.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in the From 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on April 9, 2024.

Date: April 9, 2024

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Susie Quinn
Susie Quinn, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 9 day of April, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Wesley Frank
Name printed or typed

WESLEY FRANK
Notary Public, State of Texas
Comm. Expires 05-16-2027
Notary ID 134361279

Commission Expires: 5/16/2027

OWNER:

LIFEWAY CHURCH
CELINA, TX.

By:
Name: JOSHUA E. PRICE
Title: LEAD PASTOR

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on April 7, 2024, personally appeared Joshua E Price of Lifeway Church a _____ company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

NATASHA FAULKNER
Notary Public, State of Texas
Comm. Expires 03-07-2026
Notary ID 133628412

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Being a tract of land situated in the Gabriel Chenaweth Survey, Abstract No. 140, Collin County, Texas, same being a tract of land conveyed to Richard C. Smith and Janet L. Smith, Trustees of the Richard Smith and Janet Smith Living Trust, by deed recorded in Instrument No. 20190206000128610, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Mark A. Palmer and spouse, Deborah L. Palmer, by deed recorded in Instrument No. 20120120000072350, Official Public Records of Collin County, Texas, and being in the North line of a tract of land conveyed to LMR Holdings, LTD., by deed recorded in Instrument No. 2009021300015800, Official Public Records of Collin County, Texas, and being in the centerline of County Road No. 58 (a Public right-of-way);

THENCE North 00 degrees 24 minutes 55 seconds West, along the East line of said Palmer tract, a distance of 1150.93 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Palmer tract, and being the Southwest corner of a tract of land conveyed to Jim C. Moore, and Sherri L. Moore, husband and wife, by deed recorded in Instrument No. 2003-0132400, Official Public Records of Collin County, Texas;

THENCE South 81 degrees 36 minutes 38 seconds East, along the South line of said Moore tract, a distance of 433.88 feet to a fence post found for corner, said corner being the Southeast corner of said Moore tract, and being along the West line of a tract of land conveyed to Oliver Grabbe and Jamie Grabbe, husband and wife, by deed recorded in Instrument No. 20191219001621750, Official Public Records of Collin County, Texas;

THENCE along the Grabbe tract, the following courses and distances:

South 00 degrees 02 minutes 26 seconds East, a distance of 460.29 feet to a ½ inch iron rod found for corner;

South 52 degrees 43 minutes 19 seconds East, a distance of 203.97 feet to a ½ inch iron rod found for corner;

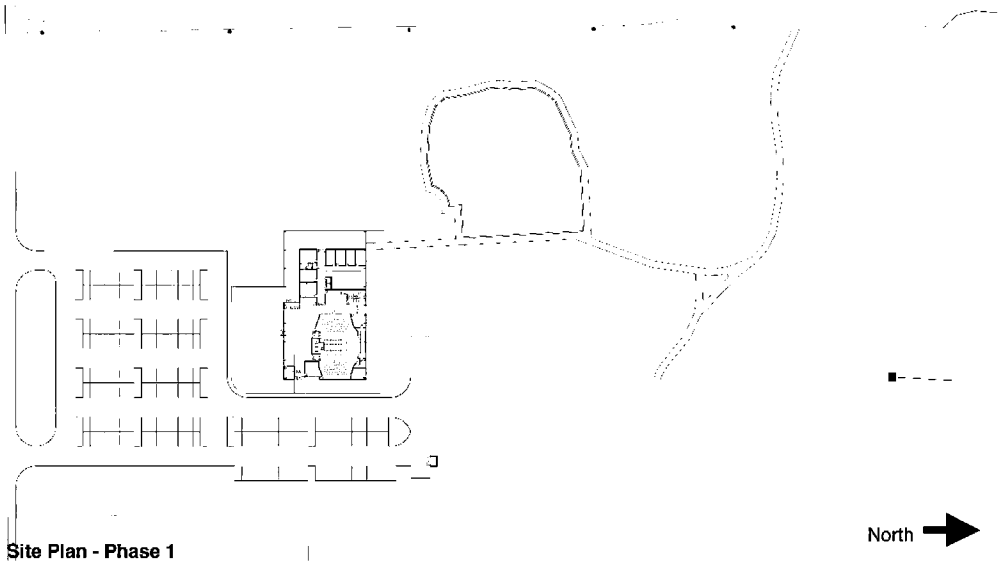
South 01 degree 05 minutes 25 seconds East, a distance of 501.11 feet to a ½ inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to Gary D. Vest, a married person, by deed recorded in Volume 3925, Page 3052, Official Public Records of Collin County, Texas, and being in the North line of said LMR Holdings tract, and being in the centerline of said County Road No. 58;

THENCE South 89 degrees 44 minutes 08 seconds West, along the centerline line of said County Road No. 58, a distance of 593.05 feet to the POINT OF BEGINNING and containing 569,288 square feet or 13.07 acres of land.

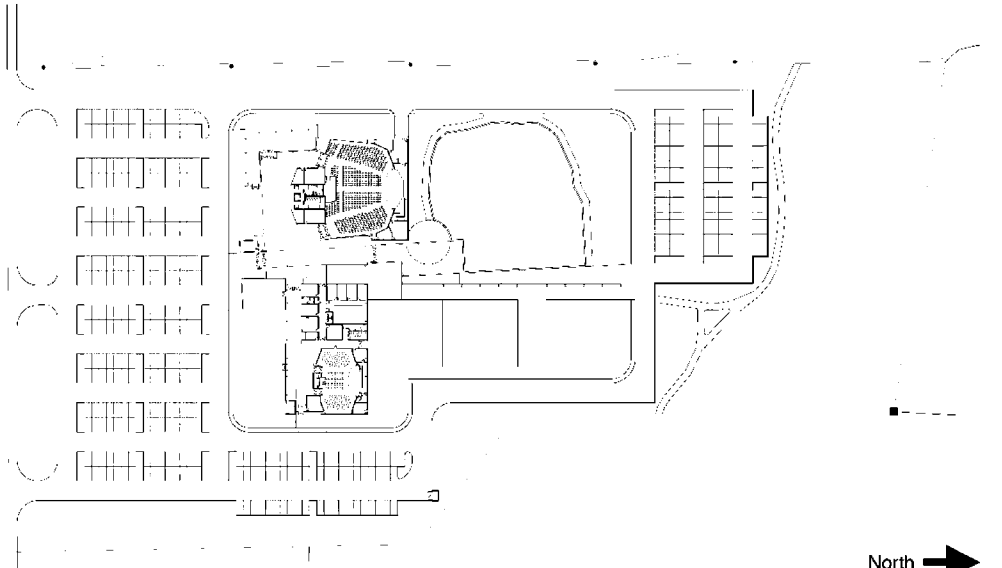
EXHIBIT B
DEPICTION OF THE PROPERTY



EXHIBIT C
CONCEPT PLAN & RENDERING



Site Plan - Phase 1



Site Plan - Master Plan

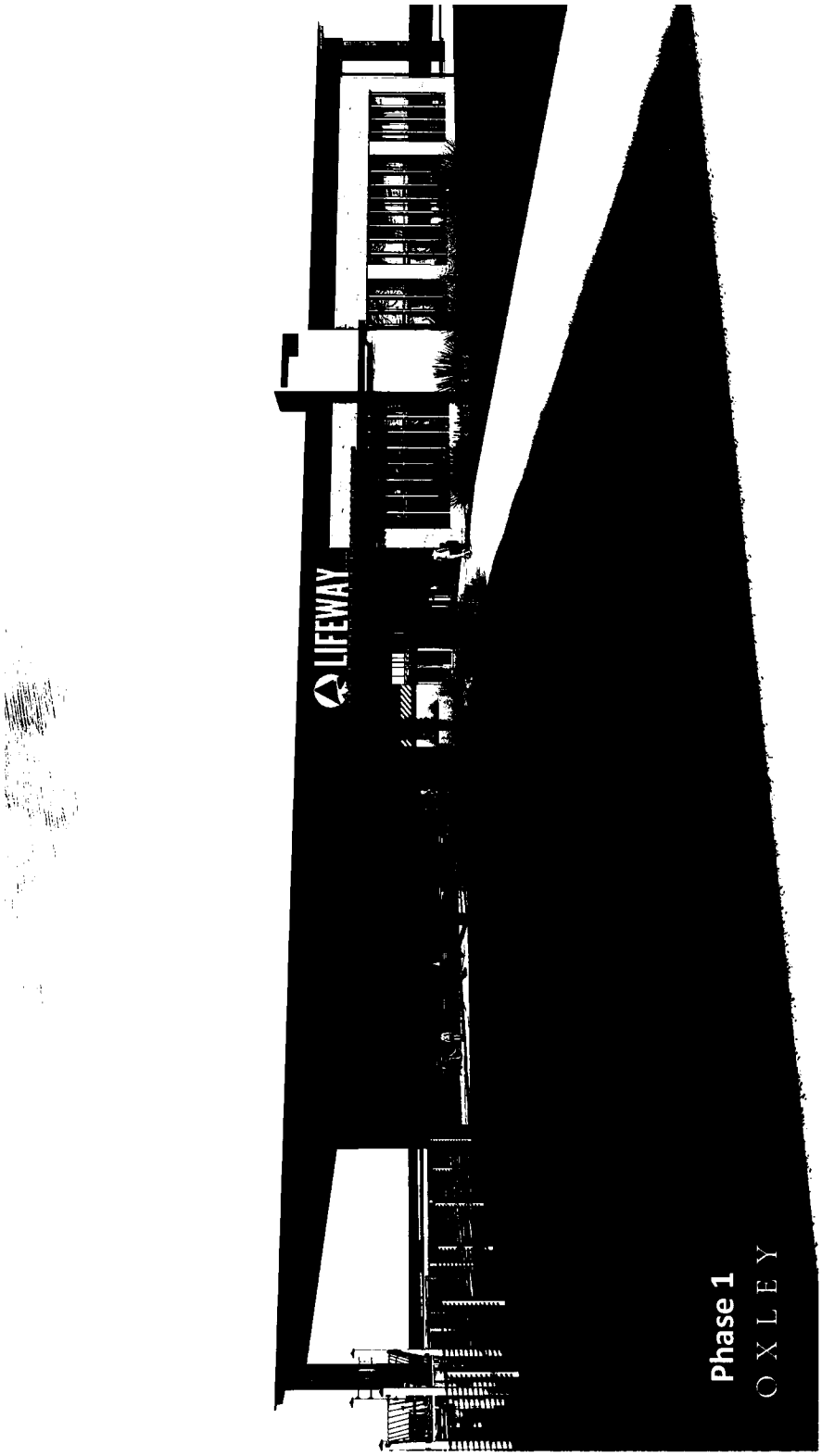

LIFEWAY
Phase 1
OXLEY

EXHIBIT D
DEVELOPMENT STANDARDS

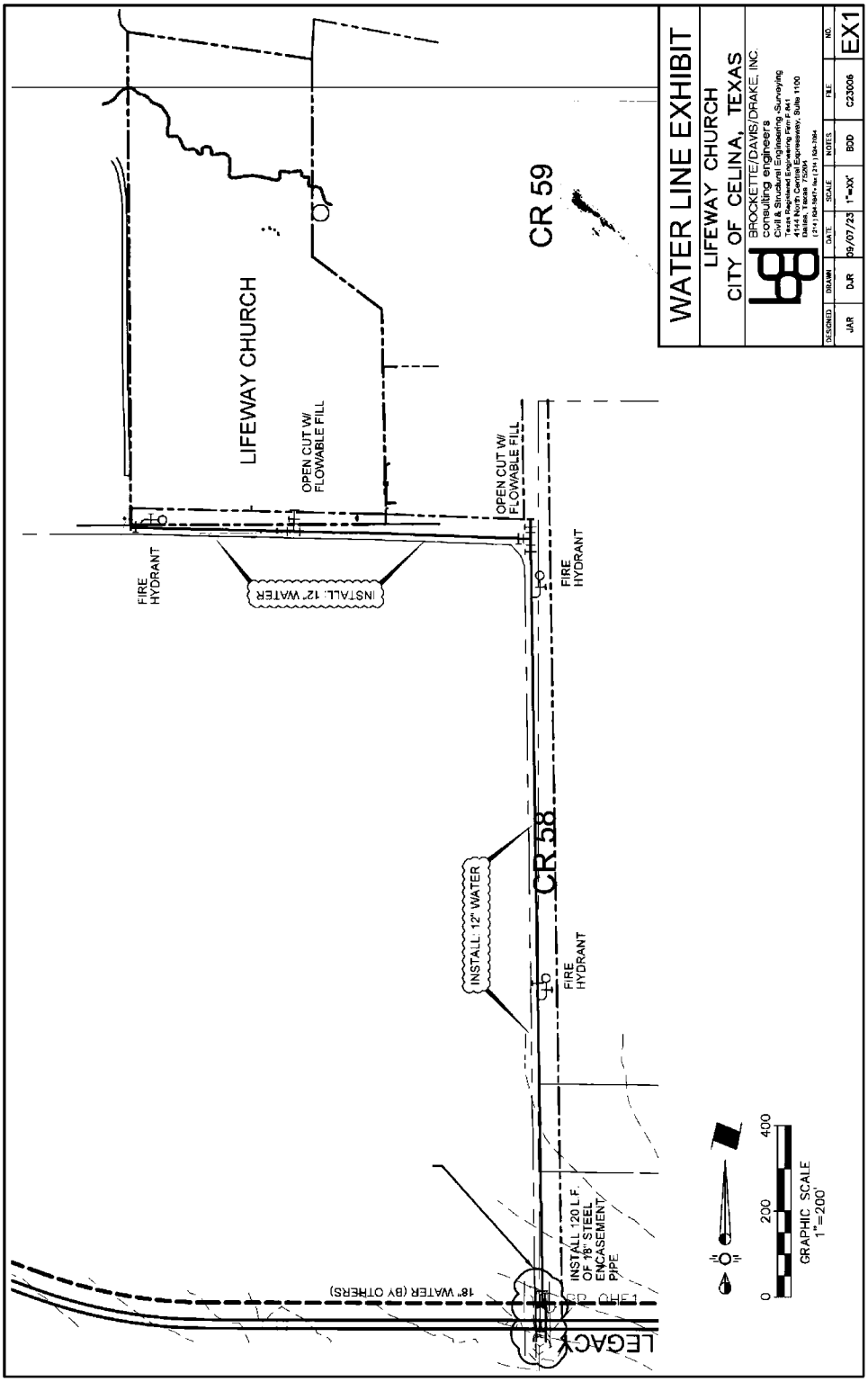
Concept Plan
The subject property shall generally develop per the attached Concept Plan, which shows conceptual locations of future facilities and parking layouts. This arrangement may change in the future, in compliance with City standards. The subject property shall comply with all applicable City regulations, unless otherwise modified herein.

Zoning
The base zoning for the subject property will be Community Facilities District (CF).

Screening
Due to the size of the lot, the perimeter is not required to have a masonry screening wall or landscaping; however, the requirements for street trees and all other interior landscaping still applies.

Phasing
- Gravel may be used for up to one-half the parking spaces within Phase 1, so long as parking is converted to concrete at time of the next phase.
- Future phases will be required to provide additional vehicular and pedestrian cross-access connections to adjacent properties.
- The required 12' spine trail along the floodplain, 6' concrete path around the pond, and meandering sidewalk along CR 58 shall be installed with Phase 2.
- The architecture and materials of the Phase 1 building shall meet the intent of the attached rendering. Metal is allowed so long as there are stone accents as well as articulation or other accentuated features that prevent a boxy look.
- Open space and enhanced landscape amenities, conforming to the Zoning Ordinance and Multi-Family & Commercial Vision Book, shall be installed with Phase 2.

EXHIBIT E
WATER IMPROVEMENTS



Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000055744

eRecording - Real Property

AGREEMENT

Recorded On: May 10, 2024 08:13 AM

Number of Pages: 26

" Examined and Charged as Follows: "

Total Recording: $121.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2024000055744
Receipt Number:	20240509000701
Recorded Date/Time:	May 10, 2024 08:13 AM
User:	Jennifer W
Station:	Station 3

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Victoria Kiker
Date:	December 10, 2024
Re:	Lifeway Church – Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 14 acres to Community Facilities District (CF), generally located north of County Road 58 and approximately 325 feet west of County Road 59. (Lifeway Church – Zoning) (Mohan)

Background Information:
The applicant's request is to zone approximately 14 acres to Community Facilities District (CF) zoning for a church, in accordance with a Development Agreement approved by the City Council in April 2024. The CF zoning district is an appropriate zoning designation for churches. Please refer to the attached documents for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

- Annexation (Public Hearing) - Voluntary annexation of the subject property
- **Zoning (Public Hearing) - Zoning the property for future development**

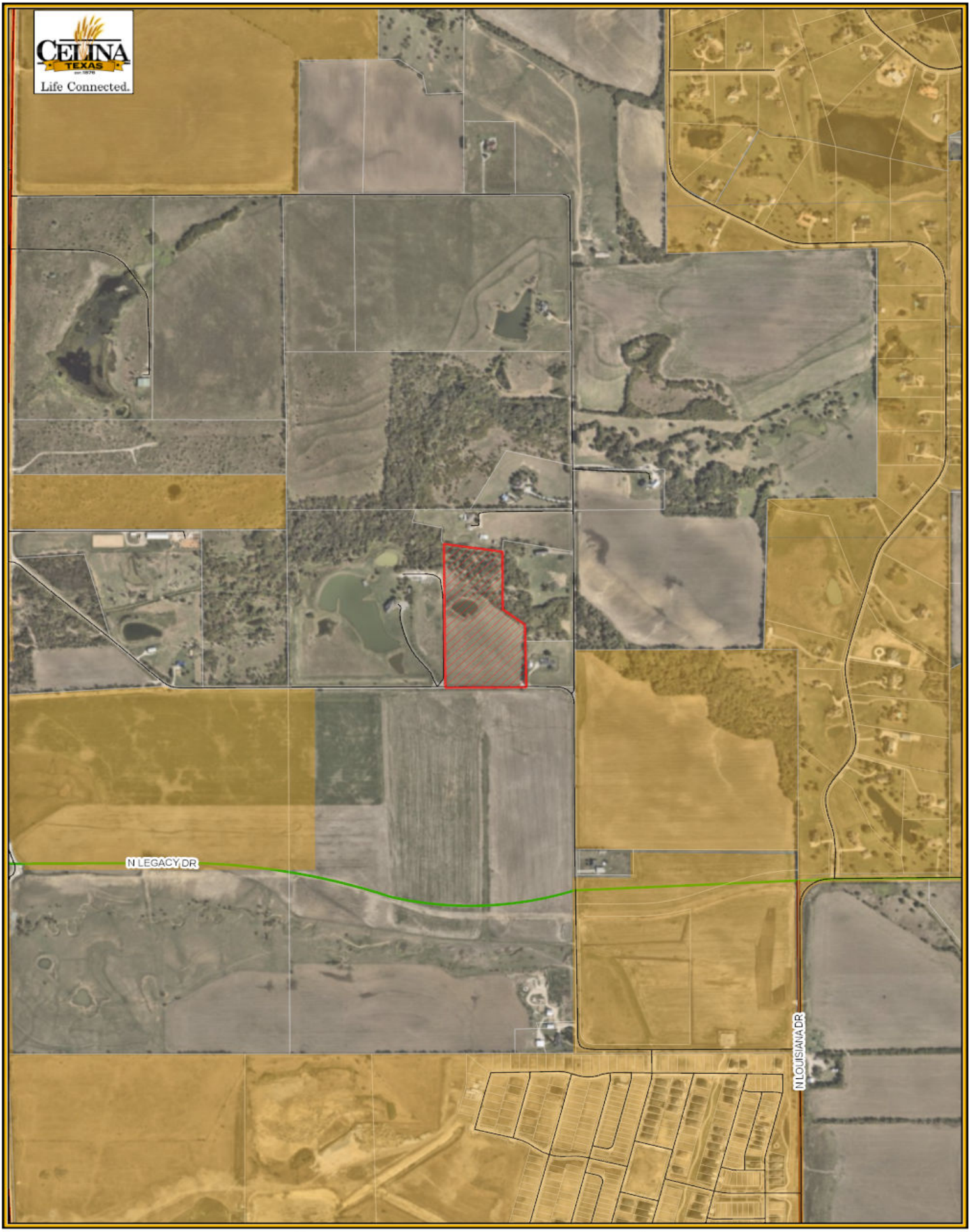
Legal Review:
This zoning ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:

1. Location Map
2. Staff Presentation
3. Draft Ordinance
4. Lifeway DA Filed

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented, in accordance with the approved Development Agreement.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Lifeway Church Location Map

City of Celina

11/5/2024

N
W E
S

0 500 1,000

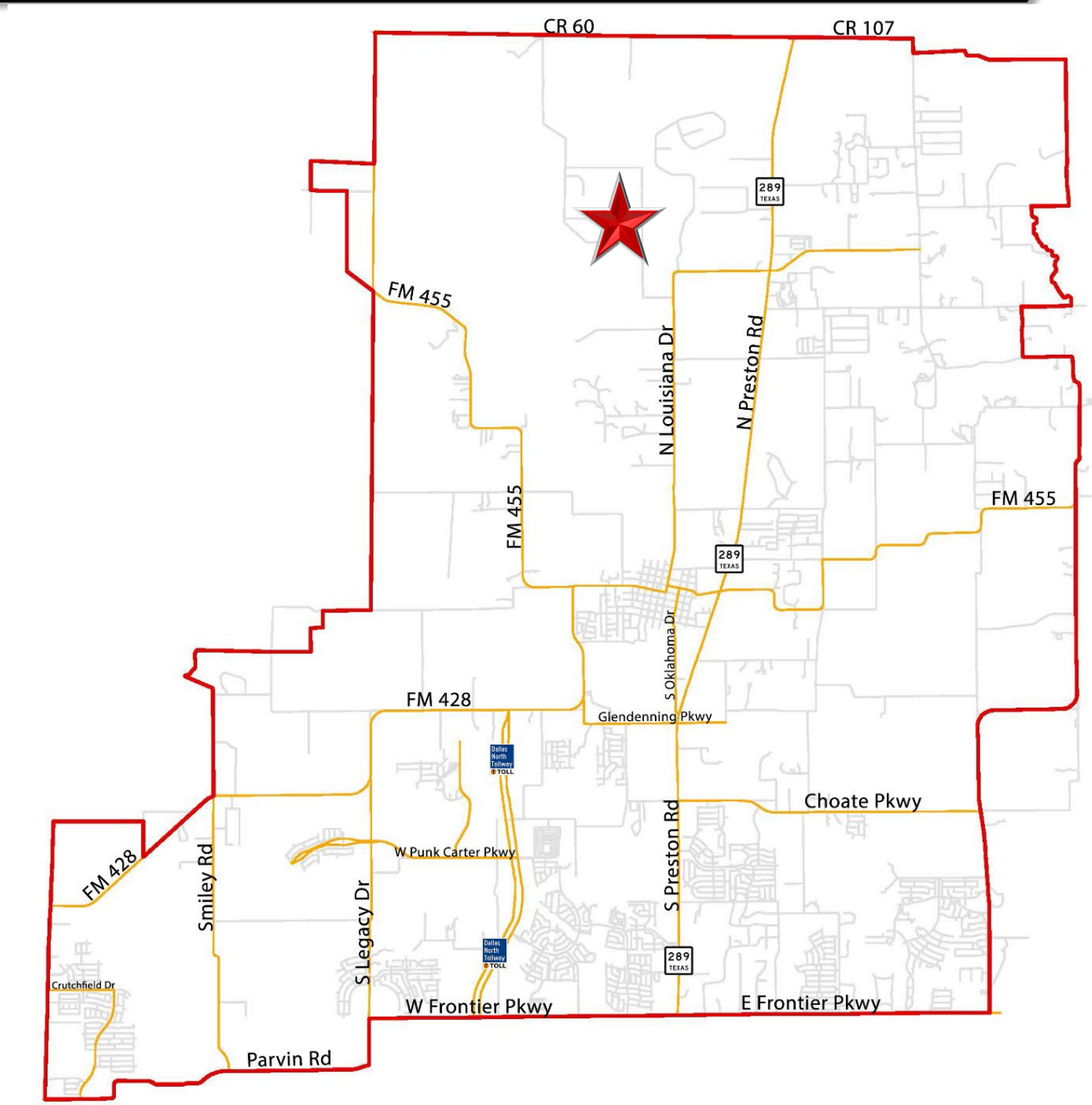
Feet

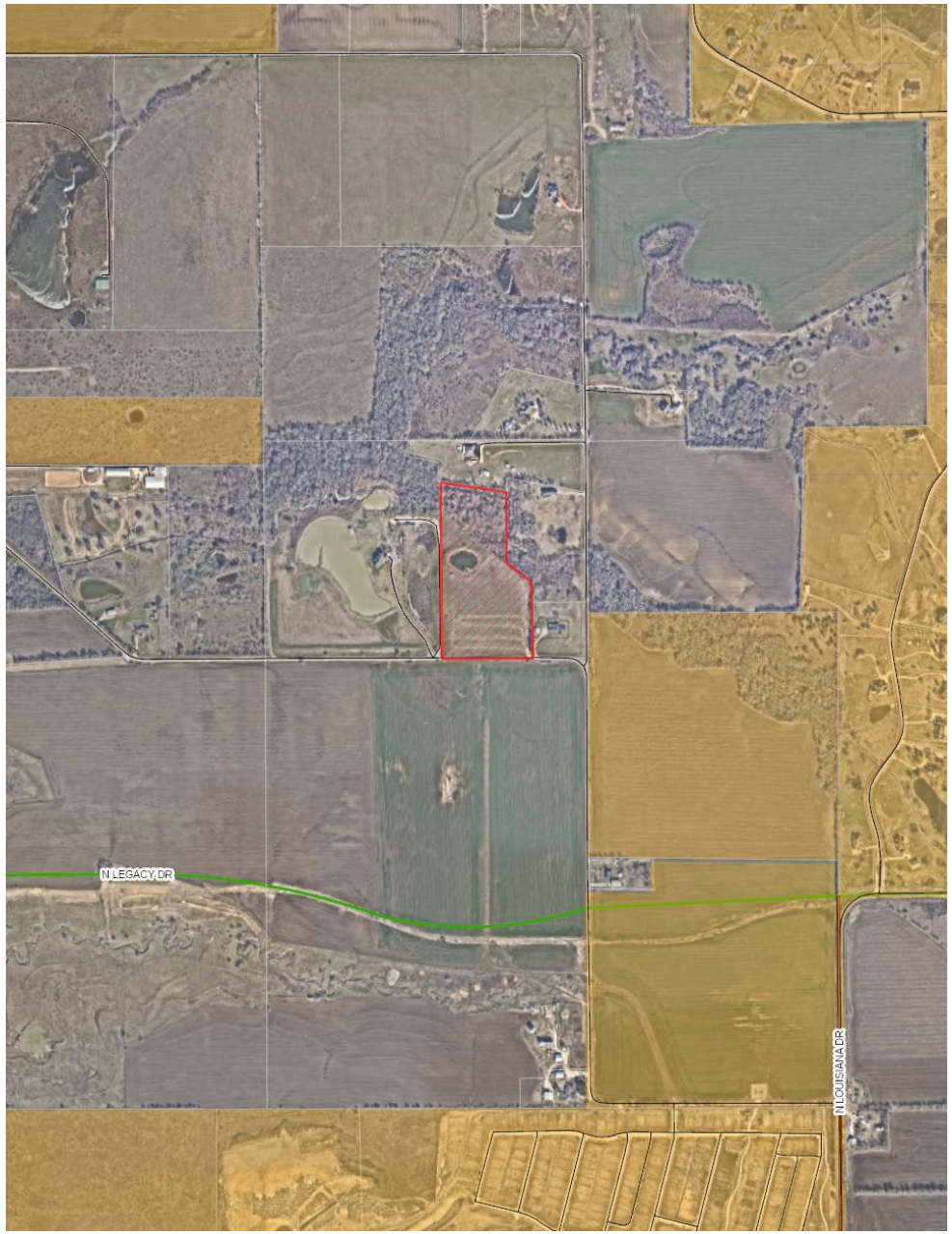
LIFEWAY CHURCH

ANNEXATION & ZONING

City Council
December 10, 2024




CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



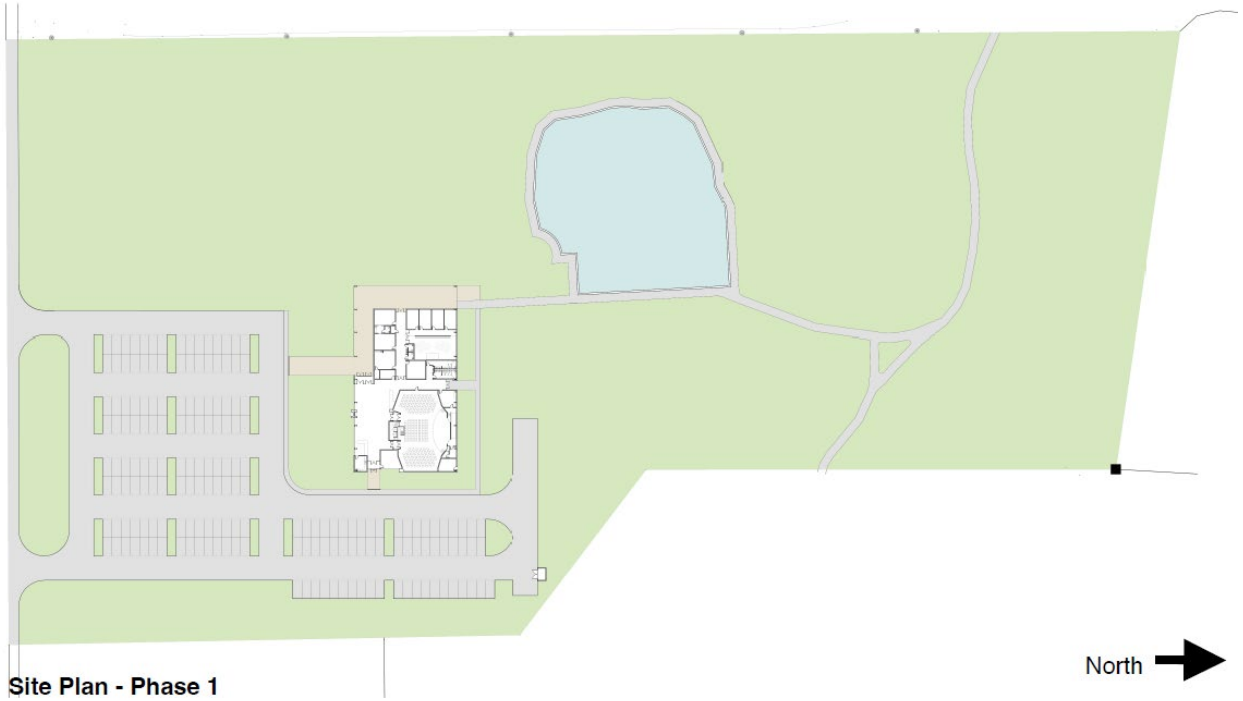
LOCATION MAP

The subject property is generally located at the northwest corner of CR 58 and CR 59, east of Legacy Hills and west of North Preston Lakes Estates

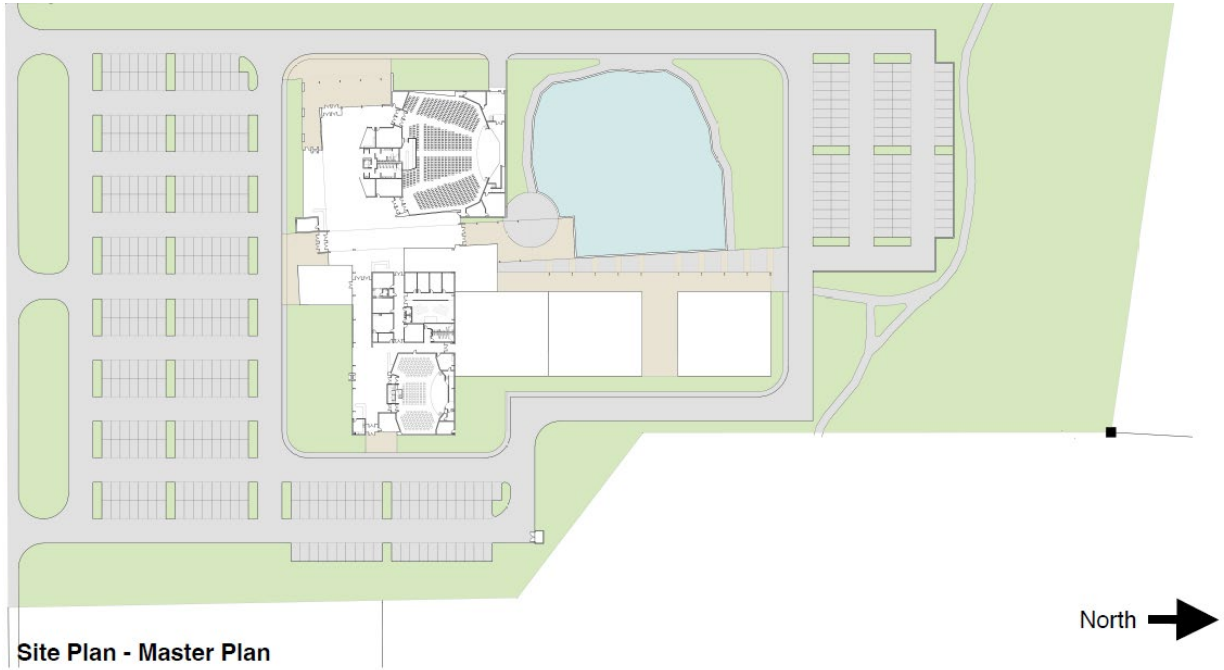
BACKGROUND

- The City Council approved a Development Agreement for the subject property in April 2024 that outlined its future zoning and annexation
- The subject property is approximately 14 acres, located in the Extraterritorial Jurisdiction (ETJ)
- The applicant's request is to zone the property to Community Facilities District (CF) zoning, as permitted in the approved Development Agreement
- The property owner is proposing a church

CONCEPT PLAN



Site Plan - Phase 1



Site Plan - Master Plan

RENDERING (PHASE 1)



POLICY CONSIDERATIONS

- The associated annexation brings 14 acres into the City Limits
- Community Facilities District is the appropriate zoning district for churches
- The request is in conformance with the previously approved Development Agreement

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2024-____
LIFEWAY CHURCH ZONING

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 14 ACRES LOCATED IN THE GABRIEL CHENAWETH SURVEY, ABSTRACT NO. 140, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF COUNTY ROAD 58 AND APPROXIMATELY 325 FEET WEST OF COUNTY ROAD 59; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMUNITY FACILITIES DISTRICT (CF); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Community Facilities District (CF).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein as Community Facilities District (CF).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of December, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

Being a tract of land situated in the Gabriel Chenaweth Survey, Abstract No. 140, Collin County, Texas, same being a tract of land conveyed to Richard C. Smith and Janet L. Smith, Trustees of the Richard Smith and Janet Smith Living Trust, by deed recorded in Instrument No. 20190206000128610, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Mark A. Palmer and spouse, Deborah L. Palmer, by deed recorded in Instrument No. 20120120000072350, Official Public Records of Collin County, Texas, and being in the North line of a tract of land conveyed to LMR Holdings, LTD., by deed recorded in Instrument No. 2009021300015800, Official Public Records of Collin County, Texas, and being in the centerline of County Road No. 58 (a Public right-of-way);

THENCE North 00 degrees 24 minutes 55 seconds West, along the East line of said Palmer tract, a distance of 1150.93 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Palmer tract, and being the Southwest corner of a tract of land conveyed to Jim C. Moore, and Sherri L. Moore, husband and wife, by deed recorded in Instrument No. 2003-0132400, Official Public Records of Collin County, Texas;

THENCE South 81 degrees 36 minutes 38 seconds East, along the South line of said Moore tract, a distance of 433.88 feet to a fence post found for corner, said corner being the Southeast corner of said Moore tract, and being along the West line of a tract of land conveyed to Oliver Grabbe and Jamie Grabbe, husband and wife, by deed recorded in Instrument No. 20191219001621750, Official Public Records of Collin County, Texas;

THENCE along the Grabbe tract, the following courses and distances:

South 00 degrees 02 minutes 26 seconds East, a distance of 460.29 feet to a ½ inch iron rod found for corner;

South 52 degrees 43 minutes 19 seconds East, a distance of 203.97 feet to a ½ inch iron rod found for corner;

South 01 degree 05 minutes 25 seconds East, a distance of 501.11 feet to a ½ inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to Gary D. Vest, a married person, by deed recorded in Volume 3925, Page 3052, Official Public Records of Collin County, Texas, and being in the North line of said LMR Holdings tract, and being in the centerline of said County Road No. 58;

THENCE South 89 degrees 44 minutes 08 seconds West, along the centerline line of said County Road No. 58, a distance of 593.05 feet to the POINT OF BEGINNING and containing 569,288 square feet or 13.07 acres of land.

Exhibit B
Depiction of Property



DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Lifeway Church (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 13.066 acres of land, generally located at the west of County Road 59 and north of County Road 58, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Owner intends to develop the Property as assembly uses to include church and place of worship (the "Development"); and

WHEREAS, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the Parties intend that the Property will be developed in accordance with the concept plan and rendering attached hereto as **Exhibit C** (the "Concept Plan & Rendering"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

WHEREAS, the Owner intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

WHEREAS, in consideration of the Owner's agreements contained herein to develop the Property as envisioned by the Parties, and to incentivize the development of the Property, the City has agreed to reduce the impact fees for the development of the Property as specifically set forth in this Agreement; and

WHEREAS, the City holds the certificates of convenience and necessity (the "CCN") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

WHEREAS, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Owner to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; landscaping,; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

WHEREAS, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

WHEREAS, the Parties have determined that the Development will add value by providing additional ways to serve the community with additional places for worship and community events within the City; and

WHEREAS, the City and the Owner agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

WHEREAS, the Parties contemplate that the Owner execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-3 of Texas Local Government Code, Chapter 43, as forth in Article IV below; and

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 9.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d) and described and depicted on **Exhibit E**.

Wastewater Improvements is defined in Section 2.1(e).

ARTICLE II
PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Owner in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Owner to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Owner shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Owner shall construct roadway improvements required for CR 58 prior to beginning construction of the next future phase after the completion of phase 1; and

(3) A traffic impact analysis shall be required prior to beginning construction of the next future phase after the completion of phase 1. Any required turn lanes on CR 58 or CR 59, as determined by the traffic impact analysis, shall be constructed with roadway improvements of the next future phase after phase 1.

(4) Owner shall construct two points of ingress/egress during the construction of phase 1. A third ingress/egress and cross connection shall be constructed with the next future phase after phase 1.

(d) Water Improvements by Owner. As required by the City Regulations and as depicted on **Exhibit E**, Owner shall, at its sole cost and expense, design and construct the following (the "Water Improvements"):

(1) Owner shall construct two thousand (2000) feet of the required twelve (12) inch water loop. Owner will be allowed an open cut at the connection point along CR 58 with two hundred (200) PSI flowable concrete trench infill; and

(2) Owner shall install three (3) fire hydrants, maintaining one thousand (1,000) feet between each fire hydrant, along CR 58 and CR 59.

(e) Wastewater Improvements by Owner. As required by the City Regulations, Owner shall, at its sole cost and expense, design and construct the following (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development shall be required for all phases with the exception of phase 1; and

(2) A private wastewater system shall be allowed for Phase 1. Owner shall be required to construct and connect to wastewater improvements at time of constructing the next future phase after the completion of phase 1.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Owner from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

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

2.3 Eminent Domain. The Owner agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Owner is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Owner shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Owner shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Owner deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Owner with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated in accordance with the City Regulations.

ARTICLE III
DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Owner for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Owner may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Owner does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Owner may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. As consideration for the impact fees being waived for Phase 1 of the Property, Owner has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all

subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.

ARTICLE IV
DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees.

(a) Commercial Fees. The Property will be subject to those fees and charges that are applicable at the time of building permit for the commercial portions of the Development that are charged pursuant to City Regulations with the exception that no roadway, sewer, water, or other impact fees shall be assessed for phase 1.

4.2 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 NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE OWNER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE OWNER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE OWNER HEREUNDER; (III) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS

EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 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.

4.3 <u>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</u>.

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) NUISANCE.

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

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

(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE V
TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

ARTICLE VI
ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Owner agrees to submit a voluntary annexation petition for the Property. The Owner agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, the Owner shall execute another voluntary annexation petition for the Property within ten (10) days of being requested to do so. Owner shall not petition for release from the City's ETJ pursuant to Chapter 42, Texas Local Government Code, as enacted by S.B. 2038, any amendments to Chapter 42, or any other future change in law. Any such action shall be deemed a breach of this Agreement. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement of the City's authority to annex the Property. The Owner acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Owner;

(b) Owner is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Owner's consent, and by entering into this Agreement, Owner hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Owner the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan & Rendering, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan & Rendering, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Owner expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Owner agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

ARTICLE VII
EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VIII
ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. A Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to a Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and

the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of

the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE IX
RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, except the obligations of Owner, its successors and assigns, for annexation and compliance with City Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer"),.

9.2 Estoppel Certificates. From time to time upon written request of the Owner, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Owner under this Agreement that are in default. The Owner shall pay the City $1,000 at the time of the Owner's request for an estoppel certificate for each request in excess of one per calendar year.

ARTICLE X
ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when

personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: 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:	Attn: Josh E. Price Lifeway Church, Inc. 701 E. Pecan Street Celina, Texas 75009
With a copy to:	Mark Killingsworth PLLC 5716 Autumn Trail Celina, Texas 75009 E-mail: mark@mkpllc.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

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

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

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

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

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

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

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

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

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

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

Exhibit A Legal Description of the Property
Exhibit B Depiction of the Property

Exhibit C	Concept Plan & Rendering
Exhibit D	Development Standards
Exhibit E	Water Improvements

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

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

10.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in the From 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

[signatures on following pages]

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on April 9, 2024.

Date: April 9, 2024

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

Susie Quinn
Susie Quinn, Interim City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 9 day of April, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

Wesley Frank
Name printed or typed

WESLEY FRANK
Notary Public, State of Texas
Comm. Expires 05-16-2027
Notary ID 134361279

Commission Expires: 5/16/2027

OWNER:

LIFEWAY CHURCH
CELINA, TX.

By:
Name: JOSHUA E. PRICE
Title: LEAD PASTOR

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on April 7, 2024, personally appeared Joshua E Price of Lifeway Church a _____ company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Notary Public in and for the State of Texas

NATASHA FAULKNER
Notary Public, State of Texas
Comm. Expires 03-07-2026
Notary ID 133628412

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Being a tract of land situated in the Gabriel Chenaweth Survey, Abstract No. 140, Collin County, Texas, same being a tract of land conveyed to Richard C. Smith and Janet L. Smith, Trustees of the Richard Smith and Janet Smith Living Trust, by deed recorded in Instrument No. 20190206000128610, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a ½ inch iron rod found for corner, said corner being the Southeast corner of a tract of land conveyed to Mark A. Palmer and spouse, Deborah L. Palmer, by deed recorded in Instrument No. 20120120000072350, Official Public Records of Collin County, Texas, and being in the North line of a tract of land conveyed to LMR Holdings, LTD., by deed recorded in Instrument No. 2009021300015800, Official Public Records of Collin County, Texas, and being in the centerline of County Road No. 58 (a Public right-of-way);

THENCE North 00 degrees 24 minutes 55 seconds West, along the East line of said Palmer tract, a distance of 1150.93 feet to a ½ inch iron rod found for corner, said corner being a Northeast corner of said Palmer tract, and being the Southwest corner of a tract of land conveyed to Jim C. Moore, and Sherri L. Moore, husband and wife, by deed recorded in Instrument No. 2003-0132400, Official Public Records of Collin County, Texas;

THENCE South 81 degrees 36 minutes 38 seconds East, along the South line of said Moore tract, a distance of 433.88 feet to a fence post found for corner, said corner being the Southeast corner of said Moore tract, and being along the West line of a tract of land conveyed to Oliver Grabbe and Jamie Grabbe, husband and wife, by deed recorded in Instrument No. 20191219001621750, Official Public Records of Collin County, Texas;

THENCE along the Grabbe tract, the following courses and distances:

South 00 degrees 02 minutes 26 seconds East, a distance of 460.29 feet to a ½ inch iron rod found for corner;

South 52 degrees 43 minutes 19 seconds East, a distance of 203.97 feet to a ½ inch iron rod found for corner;

South 01 degree 05 minutes 25 seconds East, a distance of 501.11 feet to a ½ inch iron rod found for corner, said corner being the Southwest corner of a tract of land conveyed to Gary D. Vest, a married person, by deed recorded in Volume 3925, Page 3052, Official Public Records of Collin County, Texas, and being in the North line of said LMR Holdings tract, and being in the centerline of said County Road No. 58;

THENCE South 89 degrees 44 minutes 08 seconds West, along the centerline line of said County Road No. 58, a distance of 593.05 feet to the POINT OF BEGINNING and containing 569,288 square feet or 13.07 acres of land.

EXHIBIT B
DEPICTION OF THE PROPERTY

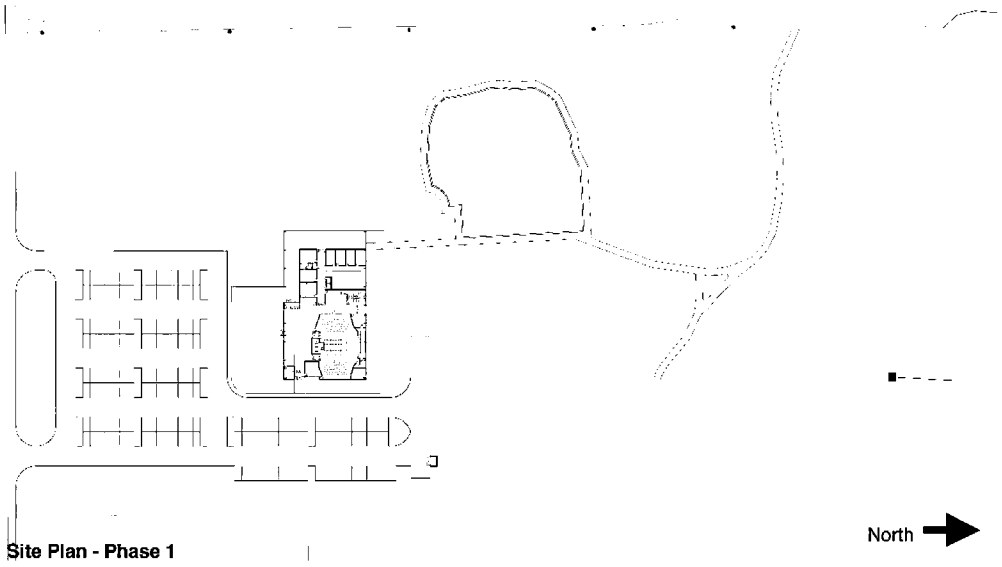


Legend
- Subject Property
- City Limits
- Roads
- Parcels

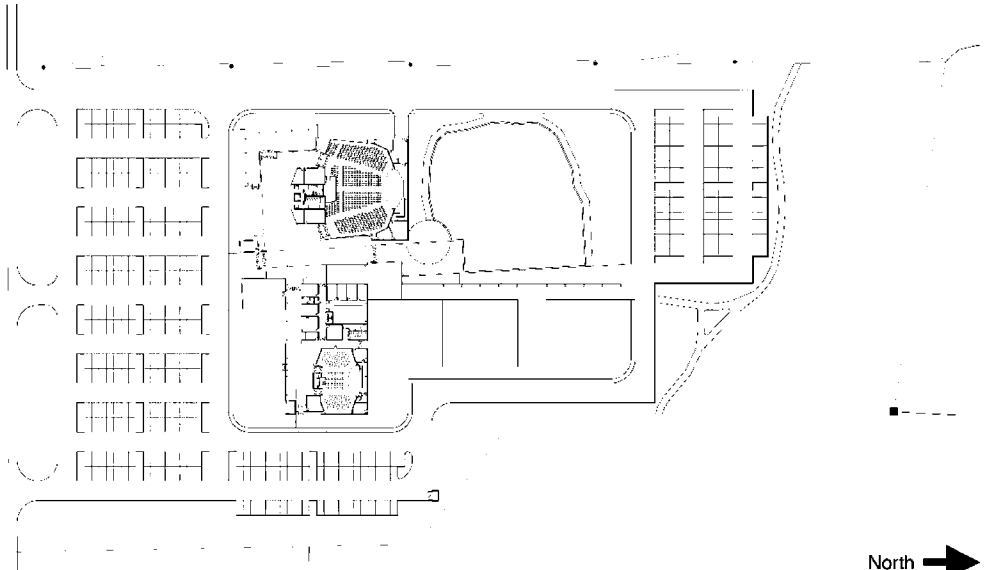
Lifeway Church Location Map
City of Celina
2/28/2024

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Feet

EXHIBIT C
CONCEPT PLAN & RENDERING



Site Plan - Phase 1



Site Plan - Master Plan

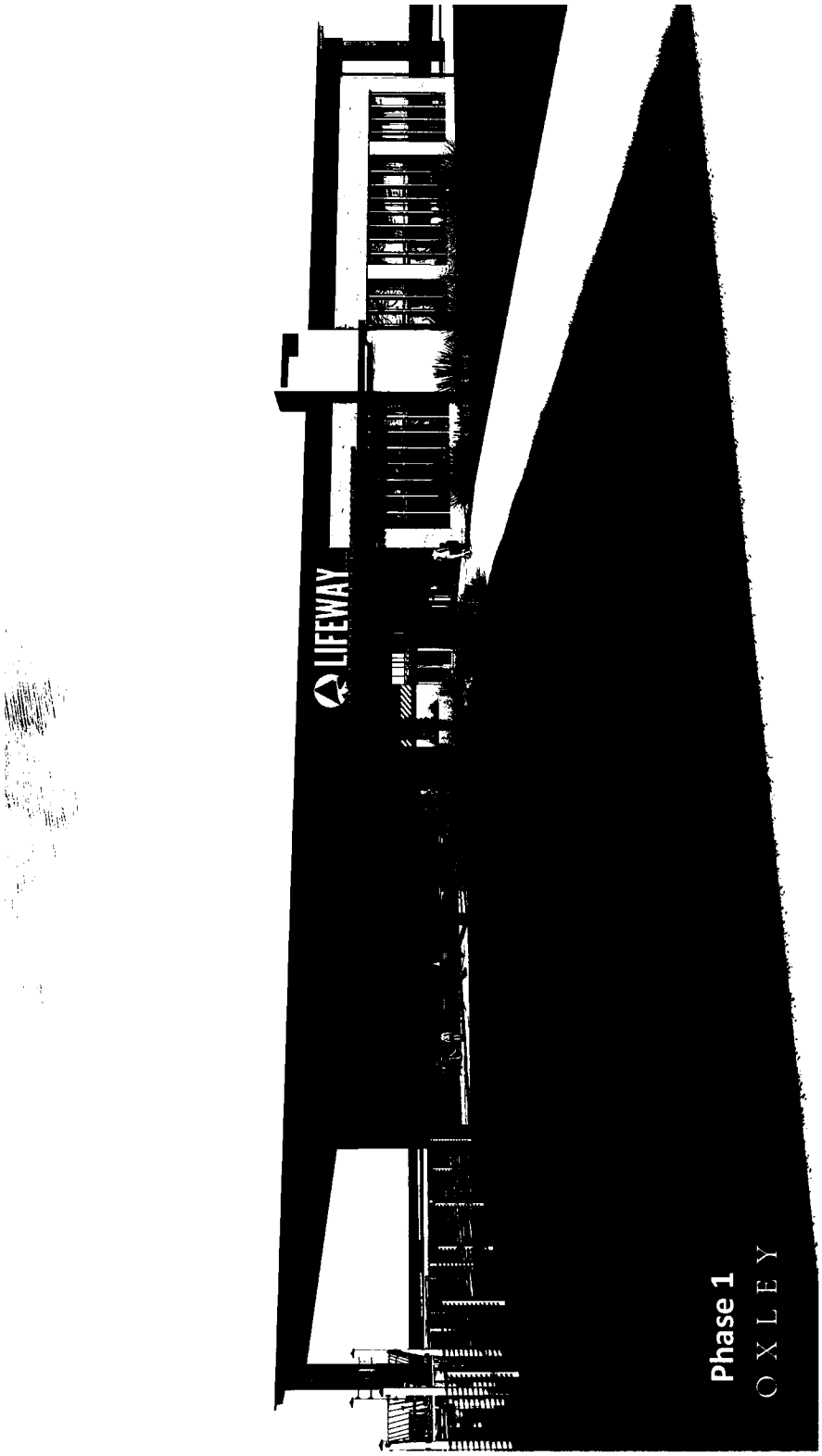

LIFEWAY
Phase 1
OXLEY

EXHIBIT D
DEVELOPMENT STANDARDS

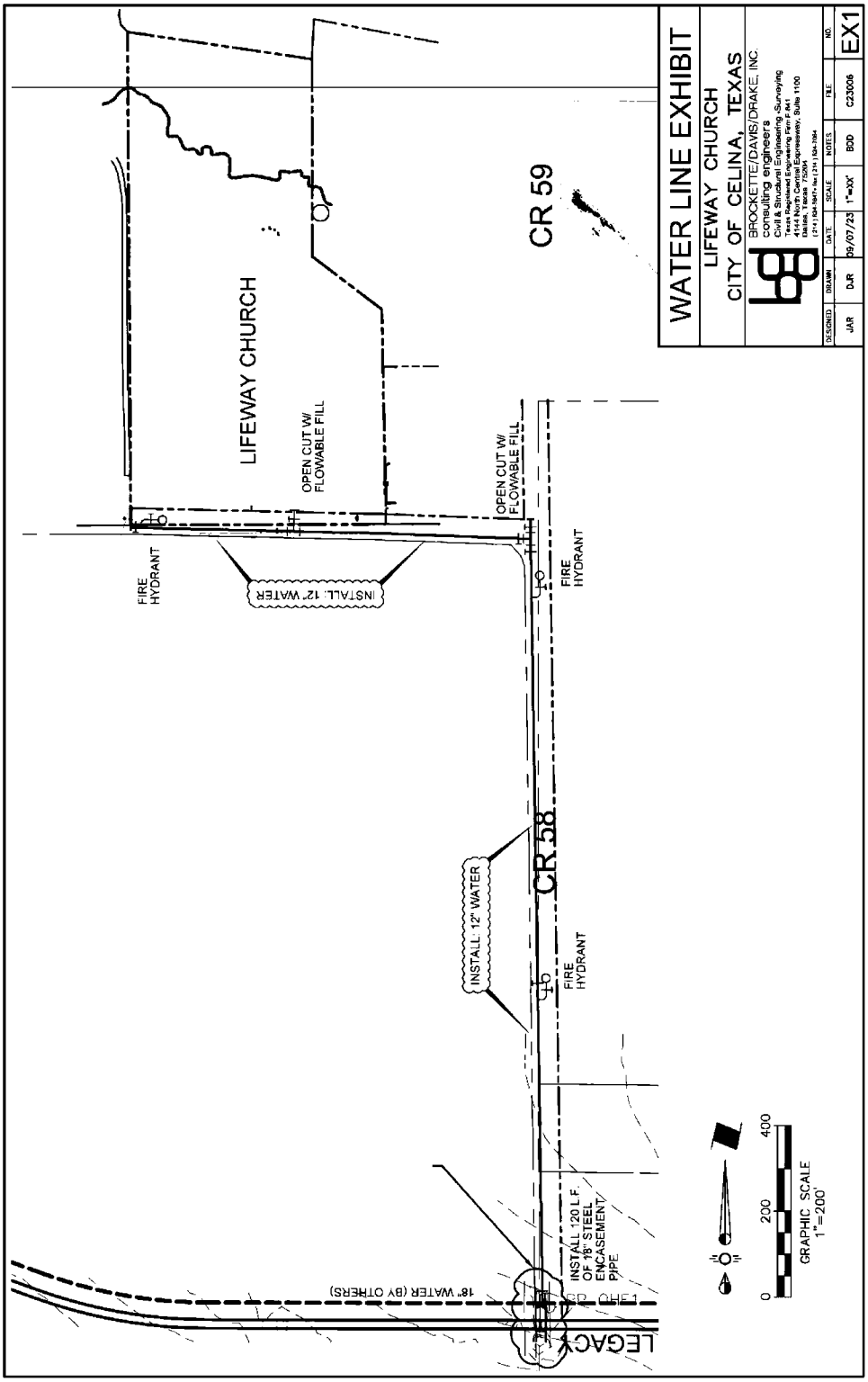
Concept Plan
The subject property shall generally develop per the attached Concept Plan, which shows conceptual locations of future facilities and parking layouts. This arrangement may change in the future, in compliance with City standards. The subject property shall comply with all applicable City regulations, unless otherwise modified herein.

Zoning
The base zoning for the subject property will be Community Facilities District (CF).

Screening
Due to the size of the lot, the perimeter is not required to have a masonry screening wall or landscaping; however, the requirements for street trees and all other interior landscaping still applies.

Phasing
- Gravel may be used for up to one-half the parking spaces within Phase 1, so long as parking is converted to concrete at time of the next phase.
- Future phases will be required to provide additional vehicular and pedestrian cross-access connections to adjacent properties.
- The required 12' spine trail along the floodplain, 6' concrete path around the pond, and meandering sidewalk along CR 58 shall be installed with Phase 2.
- The architecture and materials of the Phase 1 building shall meet the intent of the attached rendering. Metal is allowed so long as there are stone accents as well as articulation or other accentuated features that prevent a boxy look.
- Open space and enhanced landscape amenities, conforming to the Zoning Ordinance and Multi-Family & Commercial Vision Book, shall be installed with Phase 2.

EXHIBIT E
WATER IMPROVEMENTS



Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000055744

eRecording - Real Property

AGREEMENT

Recorded On: May 10, 2024 08:13 AM

Number of Pages: 26

" Examined and Charged as Follows: "

Total Recording: $121.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2024000055744
Receipt Number:	20240509000701
Recorded Date/Time:	May 10, 2024 08:13 AM
User:	Jennifer W
Station:	Station 3

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Jonathan Pollard
Date:	December 10, 2024
Re:	G-Bar (Uptown) - PD Amendment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending approximately 157 acres of Planned Development (PD) No. 26 with Single-Family, Detached District (SF-R) base zoning, and modified development standards; generally located north of future J Fred Smith Parkway and approximately 520 feet east of future Celina Parkway, within the City Limits. (G-Bar (Uptown) - PD Amendment) (McAfee)

Background Information:
This request is to amend approximately 157 acres of Planned Development No. 26 (PD-26); generally located north of future J Fred Smith Parkway and approximately 520 feet east of future Celina Parkway, within the City Limits. In 2006, the property was zoned Planned Development No. 26, allowing for various uses, including single-family detached homes, townhomes, and multifamily residences. The applicant's proposal downzones the property to approximately 494 single-family lots, removing the townhomes and multifamily uses. This request is in accordance with a Development Agreement approved by the City Council in August 2024. Please refer to the attached documents for further information.

Legal Review:
This zoning ordinance follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Ordinance

4. Filed and Executed DA

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented, in accordance with the approved Development Agreement.

CELINA TEXAS
Life Connected.

COX LN
CR 994
W J FRED SMITH PWKY
N CELINA PKWY
N FLORIDA DR
FM 455
W WALNUT ST
S CELINA PKWY

Legend

- Subject Property
- City Limits
- Roads
- Parcels

GBAR Location Map

City of Celina

10/28/2024

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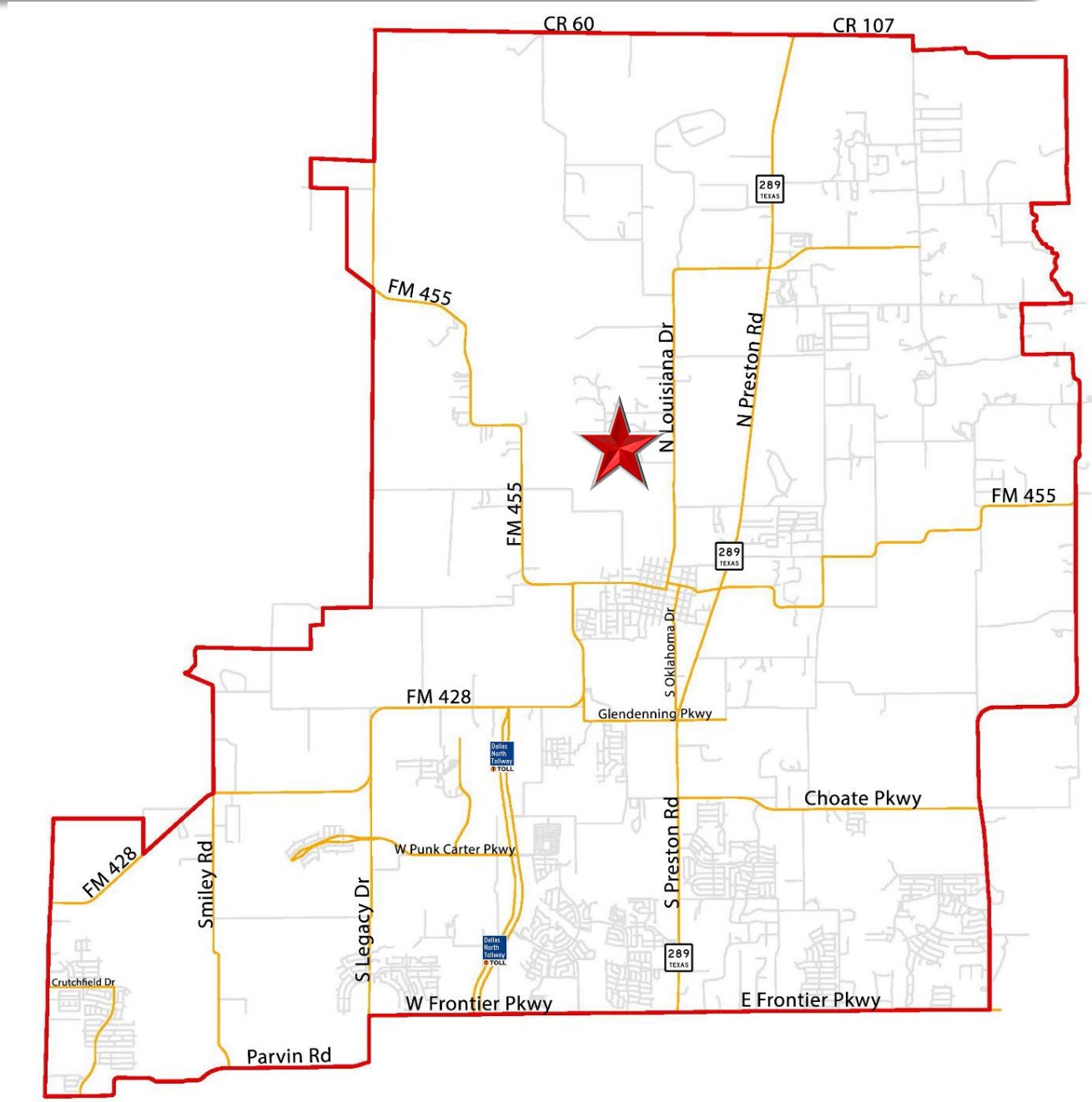
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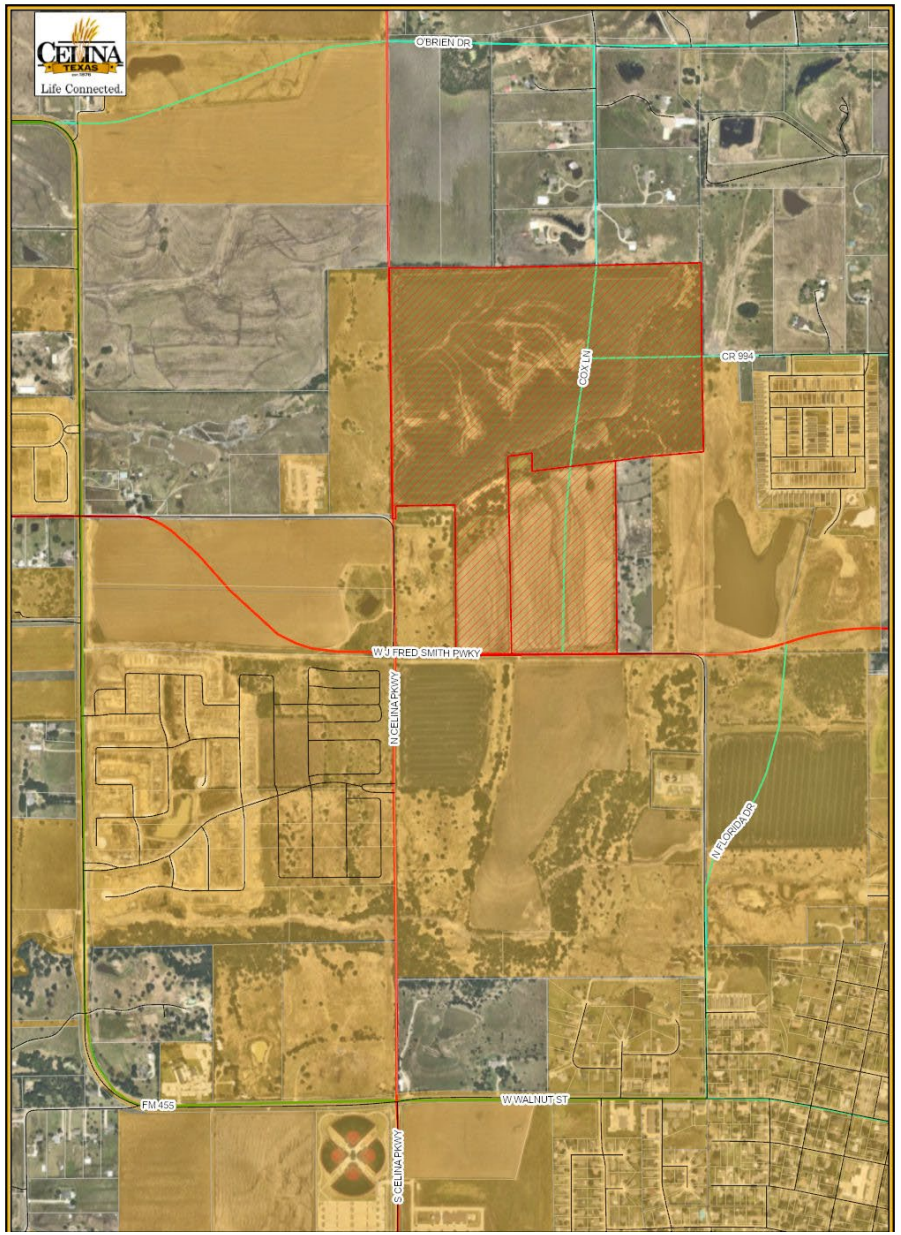
G-BAR

Planned Development Amendment

City Council
December 10, 2024




CR 60
CR 107
289
TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the northeast corner of future Celina Parkway and future J Fred Smith Parkway, west of The Cottages neighborhood

BACKGROUND

- The subject property is approximately 157 acres and was annexed into City Limits in 2006
- The property is zoned Planned Development No. 26, with a mix of uses, including single-family detached, single-family attached (townhomes), and multi-family
- The City Council approved a Development Agreement in August 2024 which outlined the future rezoning of the property

PROJECT OVERVIEW

- The applicant is proposing to add a new neighborhood to the Uptown master-planned community
- The lot sizes will include 50', 60', and 70' wide lots with no alleys
- Existing PD summary:
  - Single-family (96 acres at 4 lots per acre = 384 lots)
  - Townhome (51.3 acres at 12 lots per acre = 615.6 lots)
  - Multi-family (4.6 acres at 16 units per acre = 73.6 units)
- Proposed zoning (approximately 487 single-family lots)

CONCEPT PLAN

SITE KEY: ± 156.5 ACRES

- SITE BOUNDARY
- FLOODPLAIN
- NATURAL GAS PIPELINE - 50' EASEMENT
- PHASING LINE
- OPEN SPACE: ± 31.0 AC- 20%

SINGLE FAMILY: ±487 LOTS

- 50' X 120': ± 238 LOTS
- 60' X 120': ± 165 LOTS
- 70' X 125': ± 15 LOTS
- 70' X 130': ± 69 LOTS

NORTHERN TRACT: ± 261 LOTS

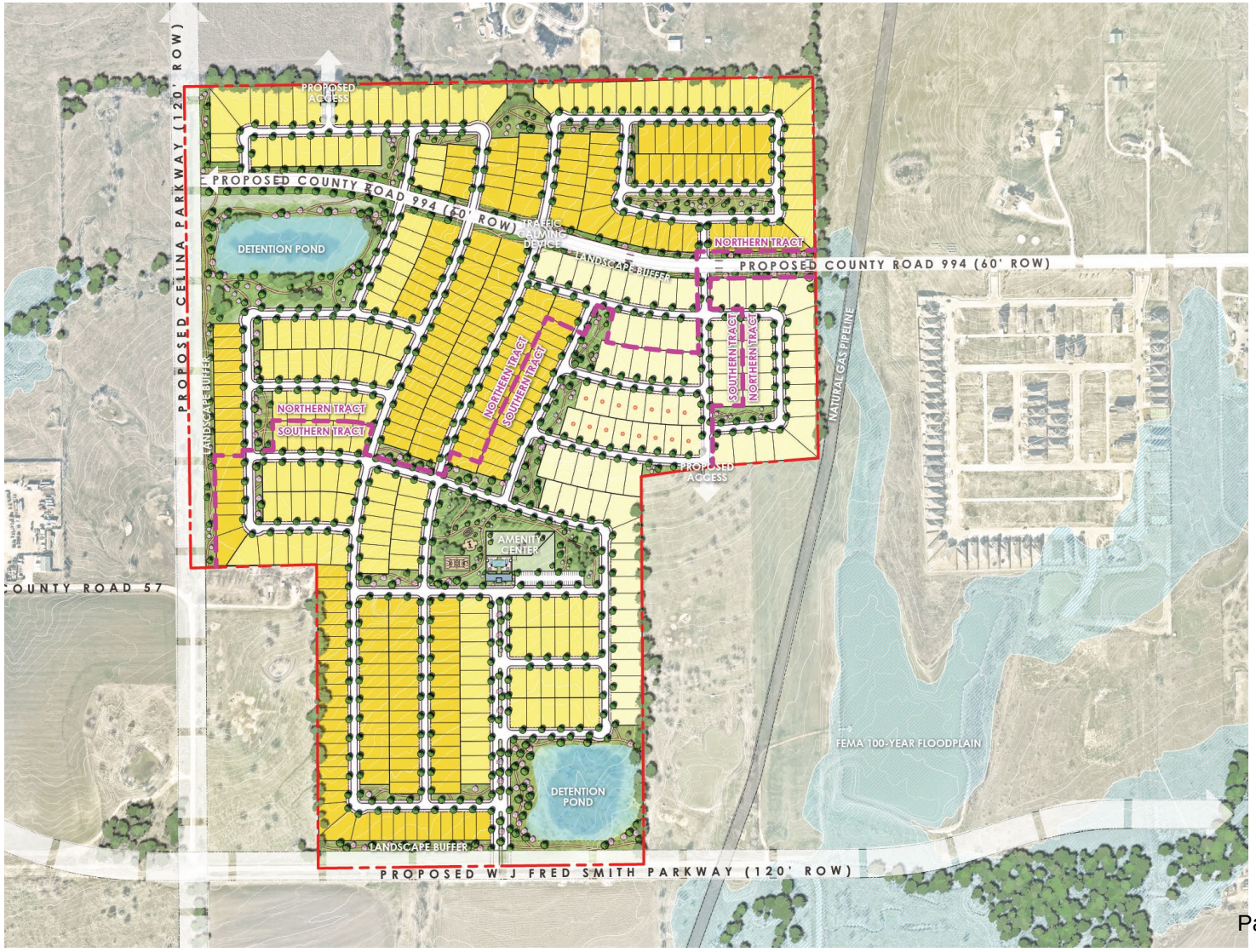
- 50' X 120': ± 136 LOTS
- 60' X 120': ± 90 LOTS
- 70' X 130': ± 35 LOTS

SOUTHERN TRACT: ± 226 LOTS

- 50' X 120': ± 102 LOTS
- 60' X 120': ± 75 LOTS
- 70' X 125': ± 15 LOTS
- 70' X 130': ± 34 LOTS

NOTE: CONCEPT PLAN IS SUBJECT TO DRAINAGE STUDY, POND LOCATION AND SIZING TO BE CONFIRMED AT THE TIME OF DEVELOPMENT. CURRENTLY ASSUMED 5% OF EACH DRAINAGE AREA WILL BE DETAINED.

ALL RESIDENTIAL DISTRICTS ARE SUBJECT TO 20% OPEN SPACE WITH A MINIMUM OF 50% OF THAT OPEN SPACE BEING "USABLE OPEN SPACE"



POLICY CONSIDERATIONS

- The applicant is downzoning the property for single-family uses, and would eliminate any multi-family uses
- The single-family would be an extension of existing Uptown neighborhood
- The request is in conformance with the governing Development Agreement

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in November
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2024-_____
G-BAR TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 157 ACRES LOCATED IN THE S. A. & M. G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH OF FUTURE J FRED SMITH PARKWAY AND APPROXIMATELY 520 FEET EAST OF FUTURE CELINA PARKWAY; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO AMEND "PD" PLANNED DEVELOPMENT DISTRICT NO. 26 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R) BASE ZONING, WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the Concept Plan and Development Standards, set forth in Exhibits "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

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

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 26 with a base zoning of Single-Family Residential, Detached District (SF-R) base zoning, with modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A: Legal Description
Exhibit B: Depiction of Property
Exhibit C: Concept Plan
Exhibit D: Development Standards

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 26 with a base zoning of Single-Family Residential, Detached District (SF-R) base zoning, with modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D," respectively.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6

COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative, or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 10th day of December, 2024.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Lauren Vaughns, City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

TRACT 1

A 121.653 ACRE, OR 5,299,184 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT IV AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER VOLUME 5850, PAGE 990 OF DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID 121.653 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, A DISTANCE OF 517.90 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID 15.319 ACRETRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°13'46" W, A DISTANCE OF 1275.91 FEET TO A FOUND FENCE CORNER POST AT THE NORTHEAST CORNER OF SAID 15.319 ACRE TRACT;

S 89°13'27" W, A DISTANCE OF 504.76 FEET TO A FOUND FENCE CORNER POST AT THE NORTHERNMOST WEST CORNER OF SAID 15.319 ACRE TRACT;

S 00°14'43" E, A DISTANCE OF 107.66 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" AT AN INTERIOR CORNER OF SAID 15.319 ACRE TRACT;

S 89°15'41" W, A DISTANCE OF 31.30 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON” IN THE EAST LINE OF A CALLED 36.3854 ACRE TRACT OF LAND DESCRIBED IN DEED TO CHERYL DIANNE FOX, RECORDED UNDER INSTRUMENT NO. 20210517000994940, SAID OFFICIAL PUBLIC RECORDS AND A WEST LINE OF THE HEREIN DESCRIBED TRACT, AT THE WESTERNMOST NORTH CORNER OF SAID 15.319 ARE TRACT;

THENCE, N 01°06'10" E, WITH SAID WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 107.57 FEET TO A SET ½” IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON” IN THE EAST LINE OF A CALLED 25.089 ACRE TRACT OF LAND DESCRIBED IN DEED TO ONE LONGHORN LAND I, LP, RECORDED UNDER INSTRUMENT NO. 20220103000004740, SAID OFFICIAL PUBLIC RECORDS;

THENCE, WITH THE COMMON LINE OF SAID 25.089 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°45'29" W, A DISTANCE OF 653.55 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

N 00°25'23" W, A DISTANCE OF 1347.31 FEET TO A FOUND 1/2-INCH IRON ROD (CM) AT THE NORTHEAST CORNER OF SAID 25.089 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.141 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618120, SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 88°43'53" E, WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, AT A DISTANCE OF 885.46 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.53 FEET SOUTH OF PROPERTY LINE, AND BEING THE SOUTHEAST CORNER OF A CALLED 20.118 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618110, SAID OFFICIAL PUBLIC RECORDS AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHELE L. THEURER AND THOMAS G. THEURER, RECORDED UNDER INSTRUMENT NO. 20130617000837780, SAID OFFICIAL PUBLIC RECORDS, AT A DISTANCE OF 1766.56 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.29 FEET SOUTH OF PROPERTY LINE, AND BEING AT THE SOUTHEAST CORNER OF SAID THEURER TRACT AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MARC J. STEVENS AND DINA STEVENS, RECORDED UNDER INSTRUMENT NO. 20220325000475750, SAID OFFICIAL PUBLIC RECORDS, IN ALL A DISTANCE OF 2648.01 FEET TO A FOUND FENCE CORNER POST (CM) ON THE WEST LINE OF A CALLED 20.130 ACRE TRACT OF LAND DESCRIBED IN DEED TO WEILI SU

AND CHIN GONG SU, RECORDED UNDER INSTRUMENT NO. 20130724001038360, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE SOUTHEAST CORNER OF SAID STEVENS TRACT;

THENCE, S 00°48'03" E, WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1579.29 FEET TO A FOUND FENCE CORNER POST (CM) AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID OFFICIAL PUBLIC RECORDS;

THENCE, S 83°06'48" W, WITH THE COMMON LINE OF SAID 52.039 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 762.58 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON” FOR THE EASTERNMOST NORTH CORNER OF TRACT 2, SURVEYED CONCURRENTLY;

THENCE, WITH THE COMMON LINE OF TRACT 2 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 83°06'48" W, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

N 00°43'05" W, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 81°23'14" W, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 00°28'28" E, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 00°06'51" E, A DISTANCE OF 1211.04 FEET TO A SET MAG NAIL WITH WASHER STAMPED “PAPE-DAWSON” IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 1661.47 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 452.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 121.653 ACRES OF LAND OR 5,299,184 SQUARE FEET, MORE OR LESS.

TRACT 2

A 34.224 ACRE, OR 1,490,806 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT VI AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 5850, PAGE 1002 OF DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID 34.224 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, AT A DISTANCE OF 517.90 FEET, PASSING A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE SOUTHERNMOST WEST CORNER OF TRACT 1, SURVEYED CONCURRENTLY, IN ALL A DISTANCE OF 970.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID TRACT 1 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°06'51" W, A DISTANCE OF 1211.04 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°28'28" W, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 81°23'14" E, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°43'05" E, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 83°06'48" E, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON” AT THE NORTHWEST CORNER OF A CALLED 11.500 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20170705000875630, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A FOUND FENCE CORNER POST AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID OFFICIAL PUBLIC RECORDS, FOR AN EXTERIOR CORNER OF SAID TRACT 1, BEARS N 83°06'48" E, A DISTANCE OF 762.58 FEET;

THENCE, WITH THE COMMON LINE OF SAID 11.500 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 00°45'24" E, A DISTANCE OF 401.64 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 00°39'13" E, A DISTANCE OF 456.41 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 00°28'12" E, A DISTANCE OF 578.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED “PAPE-DAWSON”;

S 00°49'40" E, A DISTANCE OF 211.21 FEET TO A SET MAG NAIL WITH WASHER STAMPED “PAPE-DAWSON” IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 740.58 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 920.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.224 ACRES OR 1,490,806 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit B
Depiction of Property

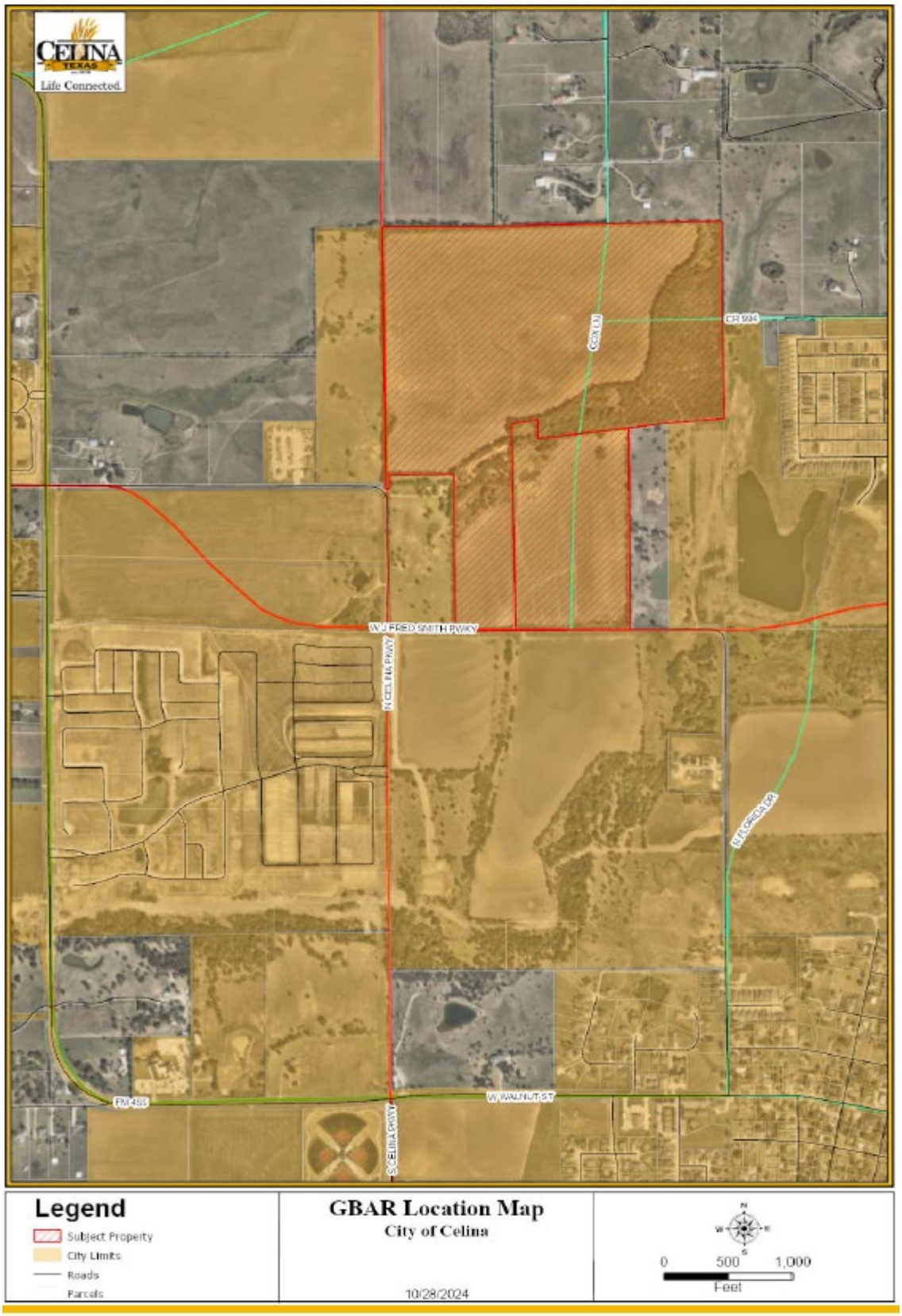


Exhibit C
Concept Plan

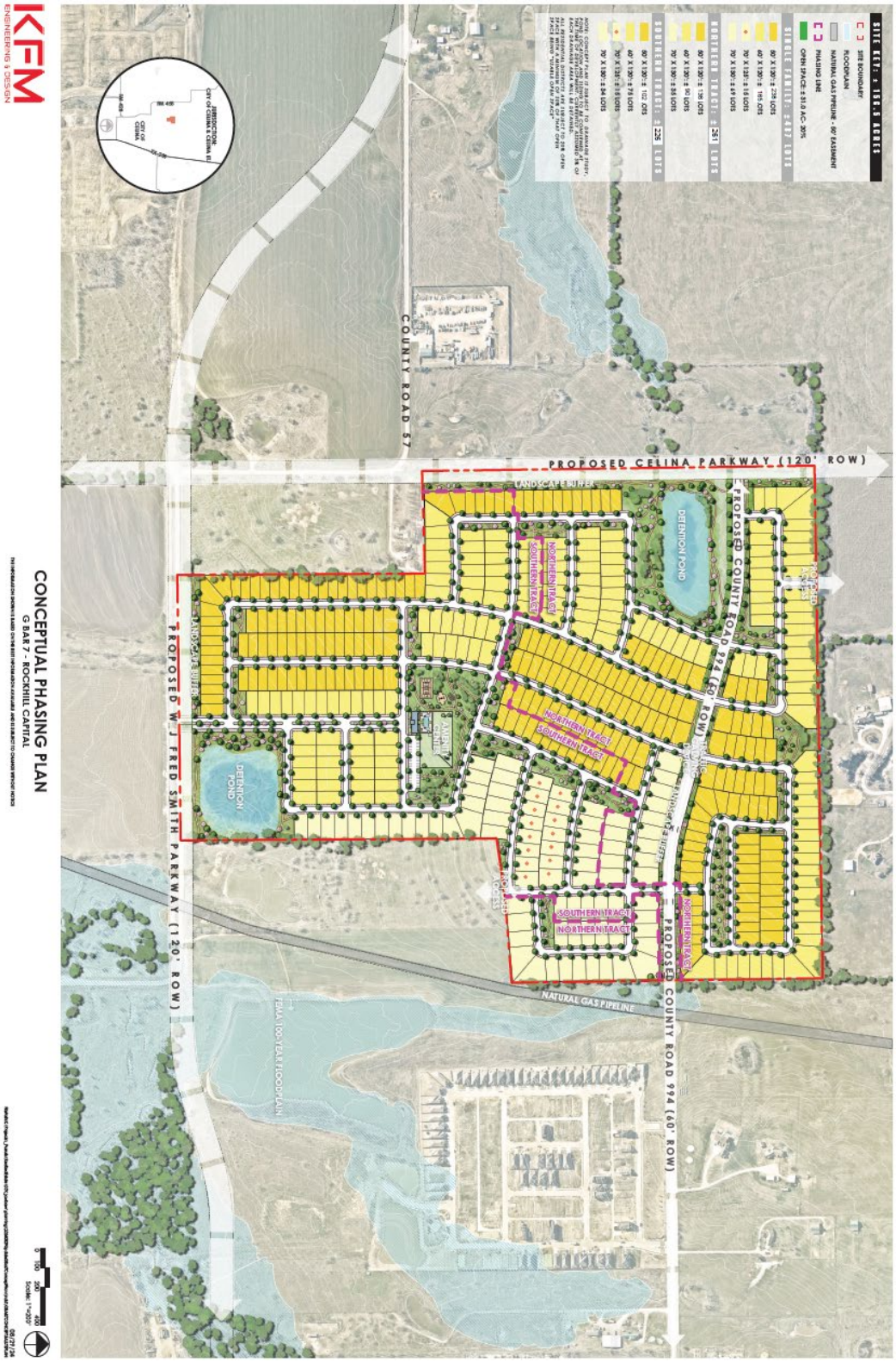


Exhibit D
Development Standards

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is rezoned a Planned Development (PD) with a base zoning of Single-Family Residential Detached District (SF-R) base zoning, with the following modified regulations:

1. The property shall generally develop per the attached Concept Plan.
2. Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50’	60’	70’
Lot % (Min/Max)	60% Max.	30% Min.	10% Min.

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT

This Fourth Amendment to Development Agreement (this "Fourth Amendment") is made and entered into by and between the City of Celina, Texas (the "City") and Uptown Celina Partners L.P., a Texas limited partnership (the "Owner"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Fourth Amendment (the "Effective Date").

RECITALS

WHEREAS, the City and Rockhill Capital & Investments LLC, a Texas limited liability company ("Rockhill") previously entered into that certain Development Agreement, effective January 14, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20210311000485140 ("Original Development Agreement"), governing the development of approximately 567 acres of land (the "Property"), as described in **Exhibit A** and depicted on **Exhibit B** of the Development Agreement; and

WHEREAS, Rockhill assigned all of its obligations, rights, title and interest in and to the Original Development Agreement to the Owner pursuant to that certain Assignment and Assumption of Development Agreement, effective November 1, 2021; and

WHEREAS, the Owner and the City entered into a First Amendment to Development Agreement, effective November 11, 2021 recorded in the Official Public Records of Collin County as Instrument No. 20211216002537340 (the "First Amendment"); and

WHEREAS, the Owner and the City entered into a Second Amendment to Development Agreement, effective May 10, 2022 recorded in the Official Public Records of Collin County as Instrument No. 2022-2022000086305 (the "Second Amendment"); and

WHEREAS, the Owner and the City entered into a Third Amendment to Development Agreement, effective August 8, 2023 recorded in the Official Public Records of Collin County as Instrument No. 2024-2024000094200 (the "Third Amendment") (the Original Development Agreement, the First Amendment, the Second Amendment and the Third Amendment collectively referred to in this Fourth Amendment as the "Development Agreement"); and

WHEREAS, the Owner, or an affiliated entity under common control and common ownership as the Owner (an "Affiliate") is under contract to purchase the Additional Tracts, as defined below, and desires to add such Additional Tracts to the Development Agreement, as further detailed herein; and

WHEREAS, the Owner and the City now desire to amend the Development Agreement for the purposes set forth in this Fourth Amendment; and

WHEREAS, this Fourth Amendment is entered into pursuant to Section 212.172 of the Texas Local Government Code and other laws and the Owner and the City are proceeding in reliance of the enforceability of this Fourth Amendment.

NOW, THEREFORE, for and in consideration of the mutual covenants of the City and the Owner set forth in this Fourth Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner hereby agree as follows:

AGREEMENT

Section 1. Addition of Additional Tracts to Development Agreement and MUD. An Affiliate is under contract to purchase an approximately 34.224 acre tract and an approximately 121.653 acre tract of land (collectively, the "Additional Tracts"), described in **Exhibit A-3** of this Fourth Amendment. The Owner and the City hereby agree that the Additional Tracts shall, from the Effective Date of this Fourth Amendment, be added to the term "Property" under the Development Agreement and shall be subject to the provisions of the Development Agreement. The City further agrees to consent to the inclusion of the Additional Tracts in the MUD, pursuant to Section 2 of this Fourth Amendment. The City further agrees that, upon the closing of the purchase of the Additional Tracts by an Affiliate or any other purchaser of the Additional Tracts, the Owner may, without the written consent of but upon written notice to the City, partially assign the Development Agreement, as amended, to any such purchaser of the Additional Tracts.

Section 2. City Consent to Annex. The Owner has caused the submission to the City of a Petition for Consent to Annexation, requesting the City's consent to annex the Additional Tracts into the boundaries of the MUD. The City hereby agrees to consent to the inclusion of the Additional Tracts in the MUD by adoption and execution of a consent resolution (the "Annexation Consent Resolution") in the form attached as **Exhibit J-1** to this Fourth Amendment concurrently with the City's approval of this Fourth Amendment.

Section 3. Concept Plan. The City and the Owner hereby agree that the Concept Plan attached as **Exhibit C-1** to this Fourth Amendment shall be the Concept Plan for the Additional Tracts.

Section 4. Zoning of Additional Tracts. The City and the Owner hereby agree that the zoning for the Additional Tracts shall be consistent with the Concept Plan attached hereto as **Exhibit C-1**. Within sixty (60) days of the closing of the purchase of the Additional Tracts by an Affiliate or any other purchaser of the Additional Tracts, the Owner, or its successors and assigns, shall apply for rezoning of the Additional Tracts consistent with this Section 4 and for repeal of Planned Development No. 26.

Section 5. Thoroughfare Plan. The City and the Owner hereby acknowledge that the City's Thoroughfare Plan in effect as of the Effective Date of this Amendment requires (i) a collector road, Cox Lane, and (ii) County Road 994 to extend through the Additional Tracts.

Within thirty (30) days of the Owner providing a Traffic Impact Analysis to the City providing evidence that Cox Lane and County Road 994 are not necessary to extend through the Additional Tracts, the City shall amend its Thoroughfare Plan to remove Cox Lane and County Road 994.

Section 6. Architecture. Notwithstanding anything contained in the Development Agreement, as amended, to the contrary, the City and the Owner hereby agree that the area designated as "SF-R – Single Family Detached" within "Area D" in **Exhibit B** (the "Historic Tract") to the Development Agreement is an architecturally, historically, and culturally significant tract of land and reflects the vision of the City's Downtown Master Plan as the logical extension northward of the historic urban core, and shall abide by the City's architectural standards for downtown, as may be amended.

Section 7. Development Standards. The Development Standards for the Additional Tracts added by this Fourth Amendment are included in **Exhibit D-1**.

Section 8. Special District Financing. Section 7.1(b) of the Development Agreement, as amended, is hereby amended by replacing the first sentence of Section 7.1(b) of the Development Agreement, as amended, with the following:

"(b) The Owner and City agree that the total amount of MUD Bonds shall not exceed Three Hundred Million and No/100 Dollars ($300,000,000.00)."

Section 9. Automatic Termination of Certain Provisions. Notwithstanding anything contained herein to the contrary, if closing on the purchase of the Additional Tracts does not occur by July 31, 2025, or if Owner notifies the City in writing prior to July 31, 2025, that such closing will not occur, then any and all provisions of this Fourth Amendment specifically relating to the Additional Tracts, including but not limited to Sections 1, 2, 3, 4, 5, 7, and 10 herein, shall automatically terminate, be *void ab initio* and shall be of no further force or effect; however, any and all provisions of this Fourth Amendment not specifically relating to the Additional Tracts shall remain in full force and effect.

Section 10. Exhibits. Section 11.12 of the Development Agreement is amended to include the following exhibits, which are attached hereto and incorporated for all purposes:

Exhibit A-3 Legal Description of Additional Tracts Added to Property
Exhibit C-1: Concept Plan for Additional Tracts Added by Fourth Amendment
Exhibit D-1: Development Standards for Additional Tracts Added by Fourth Amendment
Exhibit J-1: Annexation Consent Resolution for Additional Tracts

Section 11. No Other Amendments. Subject to the amendments contained in this Fourth Amendment, all provisions of the Development Agreement remain in full force and effect.

Section 12. Counterparts. This Fourth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 13. Defined Terms. Capitalized terms not specifically defined herein shall have the same meaning as set forth in the Development Agreement.

EXECUTED by the City and the Owner on the respective dates stated below.

Date: Aug 16, 2024

CITY OF CELINA

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 16 day of August, 2024, by ~~Sean Terry~~, the Mayor of the City of Celina, Texas, on behalf of said City.

RYAN TUBBS

(SEAL)

_____
Notary Public in and for the State of Texas

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

017547.000001\4853-7970-2739.v6

OWNER:

UPTOWN CELINA PARTNERS L.P.,
a Texas limited partnership

By: Uptown Celina Partners GP, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Ryan W. Griffin
Title: Manager

STATE OF TEXAS §
§
COUNTY OF Collin §

This instrument was acknowledged before me on the 1st day of August, 2024, by Ryan W. Griffin, Manager of Uptown Celina Partners GP, LLC, a Texas limited liability company, general partner of Uptown Celina Partners L.P., a Texas limited partnership, on behalf of said limited partnership.

TERESA R. WEST
My Notary ID # 11056929
Expires August 22, 2025

_____
Notary Public in and for the State of Texas

(SEAL)

Exhibit A-3
Legal Description of Additional Tracts Added to Property

TRACT 1

A 121.653 ACRE, OR 5,299,184 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT IV AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER VOLUME 5850, PAGE 990 OF DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID 121.653 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, A DISTANCE OF 517.90 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID 15.319 ACRETRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°13'46" W, A DISTANCE OF 1275.91 FEET TO A FOUND FENCE CORNER POST AT THE NORTHEAST CORNER OF SAID 15.319 ACRE TRACT;

S 89°13'27" W, A DISTANCE OF 504.76 FEET TO A FOUND FENCE CORNER POST AT THE NORTHERNMOST WEST CORNER OF SAID 15.319 ACRE TRACT;

S 00°14'43" E, A DISTANCE OF 107.66 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" AT AN INTERIOR CORNER OF SAID 15.319 ACRE TRACT;

S 89°15'41" W, A DISTANCE OF 31.30 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" IN THE EAST LINE OF A CALLED

36.3854 ACRE TRACT OF LAND DESCRIBED IN DEED TO CHERYL DIANNE FOX, RECORDED UNDER INSTRUMENT NO. 20210517000994940, SAID OFFICIAL PUBLIC RECORDS AND A WEST LINE OF THE HEREIN DESCRIBED TRACT, AT THE WESTERNMOST NORTH CORNER OF SAID 15.319 ARE TRACT;

THENCE, N 01°06'10" E, WITH SAID WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 107.57 FEET TO A SET ½" IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" IN THE EAST LINE OF A CALLED 25.089 ACRE TRACT OF LAND DESCRIBED IN DEED TO ONE LONGHORN LAND I, LP, RECORDED UNDER INSTRUMENT NO. 20220103000004740, SAID OFFICIAL PUBLIC RECORDS;

THENCE, WITH THE COMMON LINE OF SAID 25.089 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°45'29" W, A DISTANCE OF 653.55 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°25'23" W, A DISTANCE OF 1347.31 FEET TO A FOUND 1/2-INCH IRON ROD (CM) AT THE NORTHEAST CORNER OF SAID 25.089 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.141 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618120, SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 88°43'53" E, WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, AT A DISTANCE OF 885.46 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.53 FEET SOUTH OF PROPERTY LINE, AND BEING THE SOUTHEAST CORNER OF A CALLED 20.118 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618110, SAID OFFICIAL PUBLIC RECORDS AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHELE L. THEURER AND THOMAS G. THEURER, RECORDED UNDER INSTRUMENT NO. 20130617000837780, SAID OFFICIAL PUBLIC RECORDS, AT A DISTANCE OF 1766.56 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.29 FEET SOUTH OF PROPERTY LINE, AND BEING AT THE SOUTHEAST CORNER OF SAID THEURER TRACT AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MARC J. STEVENS AND DINA STEVENS, RECORDED UNDER INSTRUMENT NO. 20220325000475750, SAID OFFICIAL PUBLIC RECORDS, IN ALL A DISTANCE OF 2648.01 FEET TO A FOUND FENCE CORNER POST (CM) ON THE WEST LINE OF A CALLED 20.130 ACRE TRACT OF LAND DESCRIBED IN DEED TO WEILI SU AND CHIN GONG SU, RECORDED UNDER INSTRUMENT NO. 20130724001038360, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE SOUTHEAST CORNER OF SAID STEVENS TRACT;

THENCE, S 00°48'03" E, WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1579.29 FEET TO A FOUND FENCE CORNER POST (CM) AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID OFFICIAL PUBLIC RECORDS;

THENCE, S 83°06'48" W, WITH THE COMMON LINE OF SAID 52.039 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 762.58 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" FOR THE EASTERNMOST NORTH CORNER OF TRACT 2, SURVEYED CONCURRENTLY;

THENCE, WITH THE COMMON LINE OF TRACT 2 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 83°06'48" W, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°43'05" W, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 81°23'14" W, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°28'28" E, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°06'51" E, A DISTANCE OF 1211.04 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 1661.47 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 452.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 121.653 ACRES OF LAND OR 5,299,184 SQUARE FEET, MORE OR LESS.

TRACT 2

A 34.224 ACRE, OR 1,490,806 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT VI AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 5850, PAGE 1002 OF DEED RECORDS OF

COLLIN COUNTY, TEXAS. SAID 34.224 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, AT A DISTANCE OF 517.90 FEET, PASSING A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE SOUTHERNMOST WEST CORNER OF TRACT 1, SURVEYED CONCURRENTLY, IN ALL A DISTANCE OF 970.51 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID TRACT 1 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°06'51" W, A DISTANCE OF 1211.04 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°28'28" W, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 81°23'14" E, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°43'05" E, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 83°06'48" E, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" AT THE NORTHWEST CORNER OF A CALLED 11.500 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20170705000875630, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A FOUND FENCE CORNER POST AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID

OFFICIAL PUBLIC RECORDS, FOR AN EXTERIOR CORNER OF SAID TRACT 1, BEARS N 83°06'48" E, A DISTANCE OF 762.58 FEET;

THENCE, WITH THE COMMON LINE OF SAID 11.500 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 00°45'24" E, A DISTANCE OF 401.64 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

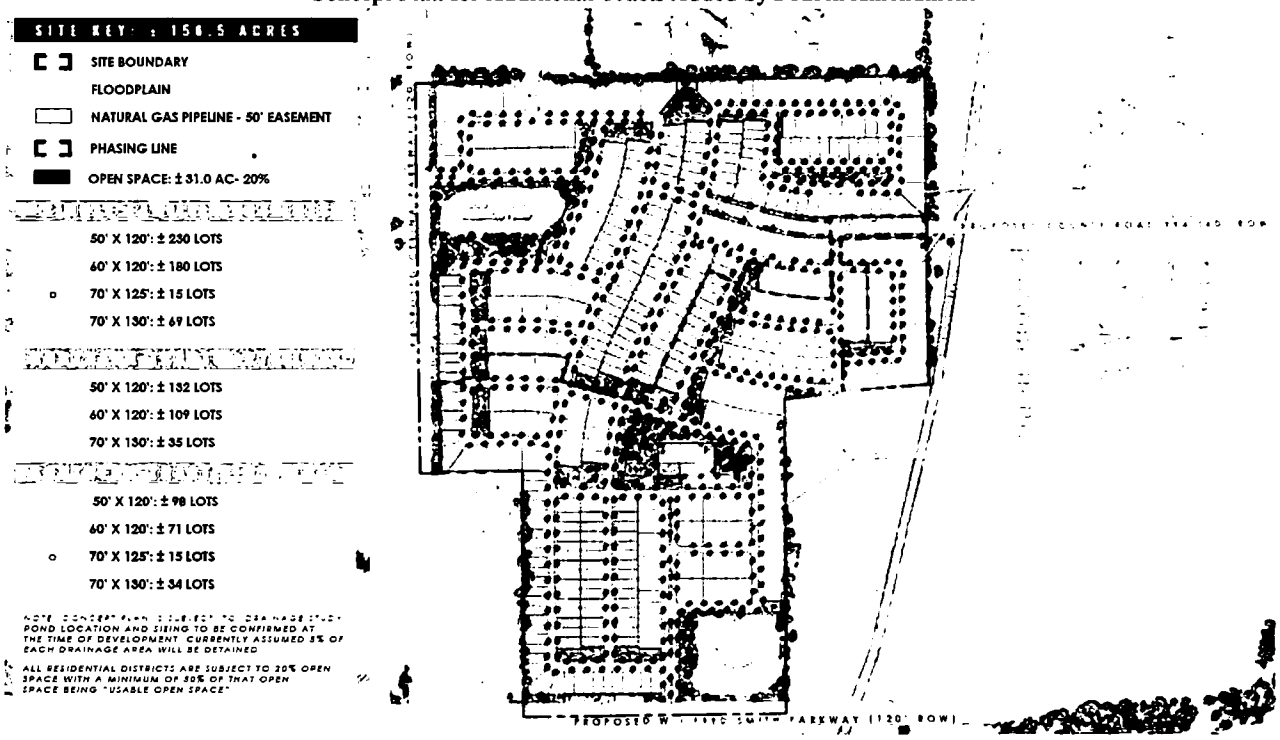
S 00°39'13" E, A DISTANCE OF 456.41 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°28'12" E, A DISTANCE OF 578.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°49'40" E, A DISTANCE OF 211.21 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 740.58 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 920.89 FEET TO THE POINT OF BEGINNING AND CONTAINING 34.224 ACRES OR 1,490,806 SQUARE FEET OF LAND, MORE OR LESS.

Exhibit C-1
Concept Plan for Additional Tracts Added by Fourth Amendment



017547.000001\4853-7970-2739.v6

Exhibit D-1
Development Standards for Additional Tracts Added by Fourth Amendment

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential Detached District (SF-R) base zoning, with the following modified regulations:

1. The property shall generally develop per the attached Concept Plan.
2. Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.

	Smallest Lot Size	Medium Lot Size	Largest Lot Size
Min. Width	50'	60'	70'
Lot % (Min/Max)	60% Max.	30% Min.	10% Min.

Exhibit J-1
Annexation Consent Resolution for Additional Tracts

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE ADDITION OF CERTAIN LAND INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

WHEREAS, on _____, the City of Celina, Texas (the "City") received a Petition for Consent to Annexation of Land into Uptown Municipal Utility District No. 1 of Collin County (the "Petition") executed by G BAR 7 Ltd., a Texas limited partnership (the "Petitioner"), attached hereto as Exhibit "A"; and

WHEREAS, the Petition seeks to add that certain 155.877-acre tract of land described therein (the "Property") to Uptown Municipal Utility District No. 1 of Collin County (the "District"), the same being located wholly in the corporate limits of the City; and

WHEREAS, Texas Water Code, Section 54.016, provides that no land within the corporate limits of a city shall be included in a district without the written consent of such city; and

WHEREAS, notwithstanding anything to the contrary contained in any agreement relating to the District, whether entered into by Petitioner or any other entity, the City hereby agrees that the maximum aggregate principal amount of bonds issued by the District shall not exceed $275,000,000.00; and

WHEREAS, the City Council desires to give its consent to the addition of the Property to the District; and

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

Section 1. That the facts set out in the preamble are true and correct and are incorporated herein for all purposes.

Section 2. That the City Council hereby grants its consent to, and the Mayor is instructed to execute such additional documents, if any, as required to evidence the City of Celina's consent to the annexation into the District of the Property described on the attached metes and bounds description located within the corporate limits of the City of Celina and to consent to the issuance of bonds for the construction of a waterworks system, a sanitary sewer system, a storm water drainage system, and roadway system in the maximum aggregate principal amount of $300,000,000 for all property located within the District.

Section 3. The City Council of the City officially finds determines, recites, and declares that a sufficient 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 and at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting was open to the public as required by law at all times during which this Resolution and the subject matter thereof was discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

PASSED AND APPROVED the _____ day of _____, 2024.

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Lauren Vaughns, City Secretary

EXHIBIT "A" to Resolution

Petition

(see following pages)

PETITION FOR CONSENT TO ANNEXATION OF LAND
INTO UPTOWN MUNICIPAL UTILITY DISTRICT NO. 1 OF COLLIN COUNTY

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

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

The undersigned, G BAR 7 Ltd., a Texas limited partnership (the "Petitioner"), being the holder of title to a majority in value of the property described in Exhibit "A" attached hereto (the "Property"), respectfully petitions the City of Celina, Texas (the "City") for its consent to the annexation of the Property into Uptown Municipal Utility District No. 1 of Collin County ("District"). In support of this Petition, the Petitioner would show the following:

I.

The Property sought to be added to the District is described by the metes and bounds descriptions in Exhibit "A" attached hereto and made a part hereof for all purposes.

II.

The Property lies wholly within Collin County, Texas, and wholly within the corporate limits of the City.

III.

The Petitioner is the holder of title to a majority in value of the Property as shown by the Collin County Tax Rolls and conveyances of record.

IV.

The District was organized, created and established pursuant to House Bill No. 4627, 87th Texas Legislature, Regular Session, codified at Chapter 7909A Special District Local Laws Code, effective September 1, 2021, and operates pursuant to Chapters 49 and 54, Texas Water Code, as amended. The District is generally empowered and authorized to purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all works, improvements, facilities, plants, equipment, and appliances necessary to accomplish the purposes of its creation.

V.

The general nature of the work to be done by and within the Property at the present time is the construction, maintenance and operation of a waterworks system for domestic purposes; the construction, maintenance and operation of a sanitary sewer collection system; the control, abatement and amendment of the harmful excess of waters and the reclamation and drainage of

overflowed lands within the lands to be included within the District; and the construction of roads and of such additional facilities, systems, plants and enterprises as shall be consistent with the purposes for which the District is organized.

VI.

There is a necessity for the improvements above described because the Property is located within an area that is experiencing substantial and sustained residential growth, is urban in nature and is not supplied with adequate water, sanitary sewer, and drainage facilities and roads. The health and welfare of the future inhabitants of the Property require the acquisition and installation of an adequate waterworks, sanitary sewer, and storm drainage system and roads. The purchase, construction, extension, improvement, maintenance and operation of such waterworks system and storm and sanitary sewer collection and disposal systems and roads will conserve and preserve the natural resources of this State by promoting and protecting the purity and sanitary condition of the State's waters and will promote and protect the public health and welfare of the community; therefore, a public necessity exists for the inclusion of the Property within the District.

VII.

Said proposed improvements are practicable and feasible, in that the terrain of the Property is of such a nature that a waterworks system and sanitary and storm sewer systems and roads can be constructed at a reasonable cost; and said land will be developed for residential purposes in the foreseeable future.

VIII.

A preliminary investigation has been instituted to determine the cost of the project attributable to the Property, and it is now estimated by those filing this Petition, from such information as they have at this time, that the ultimate cost of the development contemplated will be approximately $75,000,000.00.

WHEREFORE, the undersigned respectfully pray that this Petition be granted in all respects and that the City Council of the City of Celina, Texas, adopt a resolution giving its written consent to the addition of the Property to the District.

[SIGNATURES ON THE FOLLOWING PAGES]

RESPECTFULLY SUBMITTED THIS 28th day of May, 2024.

PETITIONER:

G BAR 7, LTD.,
a Texas limited partnership

By: 7G Management, LLC,
a Texas limited liability company
its general partner

By: _____
Name: Rex Glendenning
Title: President

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 28th day of May, 2024, by Rex Glendenning, President of 7G Management, LLC, a Texas limited liability company, general partner of G BAR 7 Ltd., a Texas limited partnership, on behalf of said limited partnership.

(NOTARY SEAL) ALICE D. SILETO NOTARY PUBLIC ID# 1559078 State of Texas Comm. Exp. 07-25-2026

Alice D. Bilet
Notary Public in and for the State of Texas

EXHIBIT "A"
METES AND BOUNDS DESCRIPTION

TRACT 1

A 121.653 ACRE, OR 5,299,184 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT IV AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED UNDER VOLUME 5850, PAGE 990 OF DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID 121.653 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, A DISTANCE OF 517.90 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID 15.319 ACRETRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°13'46" W, A DISTANCE OF 1275.91 FEET TO A FOUND FENCE CORNER POST AT THE NORTHEAST CORNER OF SAID 15.319 ACRE TRACT;

S 89°13'27" W, A DISTANCE OF 504.76 FEET TO A FOUND FENCE CORNER POST AT THE NORTHERNMOST WEST CORNER OF SAID 15.319 ACRE TRACT;

S 00°14'43" E, A DISTANCE OF 107.66 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" AT AN INTERIOR CORNER OF SAID 15.319 ACRE TRACT;

S 89°15'41" W, A DISTANCE OF 31.30 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" IN THE EAST LINE OF A CALLED 36.3854 ACRE TRACT OF LAND DESCRIBED IN DEED TO CHERYL DIANNE FOX, RECORDED UNDER INSTRUMENT NO. 20210517000994940, SAID OFFICIAL PUBLIC RECORDS AND A WEST LINE OF THE HEREIN DESCRIBED TRACT, AT THE WESTERNMOST NORTH CORNER OF SAID 15.319 ARE TRACT;

THENCE, N 01°06'10" E, WITH SAID WEST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 107.57 FEET TO A SET ½" IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" IN THE EAST LINE OF A CALLED 25.089 ACRE TRACT OF LAND DESCRIBED IN DEED TO ONE LONGHORN LAND I, LP, RECORDED UNDER INSTRUMENT NO. 20220103000004740, SAID OFFICIAL PUBLIC RECORDS;

THENCE, WITH THE COMMON LINE OF SAID 25.089 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°45'29" W, A DISTANCE OF 653.55 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°25'23" W, A DISTANCE OF 1347.31 FEET TO A FOUND 1/2-INCH IRON ROD (CM) AT THE NORTHEAST CORNER OF SAID 25.089 ACRE TRACT AND THE SOUTHWEST CORNER OF A CALLED 20.141 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618120, SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 88°43'53" E, WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT, AT A DISTANCE OF 885.46 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.53 FEET SOUTH OF PROPERTY LINE, AND BEING THE SOUTHEAST CORNER OF A CALLED 20.118 ACRE TRACT OF LAND DESCRIBED IN DEED TO THE DOUGLAS AND SAUNDRA BARKER LIVING TRUST, RECORDED UNDER INSTRUMENT NO. 20200922001618110, SAID OFFICIAL PUBLIC RECORDS AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MICHELE L. THEURER AND THOMAS G. THEURER, RECORDED UNDER INSTRUMENT NO. 20130617000837780, SAID OFFICIAL PUBLIC RECORDS, AT A DISTANCE OF 1766.56 FEET, PASSING A FOUND 1/2-INCH IRON ROD LOCATED 0.29 FEET SOUTH OF PROPERTY LINE, AND BEING AT THE SOUTHEAST CORNER OF SAID THEURER TRACT AND THE SOUTHWEST CORNER OF A CALLED 10.000 ACRE TRACT OF LAND DESCRIBED IN DEED TO MARC J. STEVENS AND DINA STEVENS, RECORDED UNDER INSTRUMENT NO. 20220325000475750, SAID OFFICIAL PUBLIC RECORDS, IN ALL A DISTANCE OF 2648.01 FEET TO A FOUND FENCE CORNER POST (CM) ON THE WEST LINE OF A CALLED 20.130 ACRE TRACT OF LAND DESCRIBED IN DEED TO WEILI SU AND CHIN GONG SU, RECORDED UNDER INSTRUMENT NO. 20130724001038360, SAID OFFICIAL PUBLIC RECORDS, AND BEING THE SOUTHEAST CORNER OF SAID STEVENS TRACT;

THENCE, S 00°48'03" E, WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 1579.29 FEET TO A FOUND FENCE CORNER POST (CM) AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID OFFICIAL PUBLIC RECORDS;

THENCE, S 83°06'48" W, WITH THE COMMON LINE OF SAID 52.039 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, A DISTANCE OF 762.58 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" FOR THE EASTERNMOST NORTH CORNER OF TRACT 2, SURVEYED CONCURRENTLY;

THENCE, WITH THE COMMON LINE OF TRACT 2 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 83°06'48" W, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°43'05" W, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 81°23'14" W, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°28'28" E, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°06'51" E, A DISTANCE OF 1211.04 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 1661.47 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 452.61 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 121.653 ACRES OF LAND OR 5,299,184 SQUARE FEET, MORE OR LESS.

TRACT 2

A 34.224 ACRE, OR 1,490,806 SQUARE FEET, MORE OR LESS, TRACT OF LAND LOCATED IN THE S.A. & M.G. RAILROAD COMPANY SURVEY, ABSTRACT NO. 877, COLLIN COUNTY, TEXAS, AND BEING ALL OF TRACT VI AS DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN VOLUME 5850, PAGE 1002 OF DEED RECORDS OF COLLIN COUNTY, TEXAS. SAID 34.224 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3/4-INCH IRON ROD, CONTROLLING MONUMENT (CM), ON THE WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57, THE EAST LINE OF A CALLED 39.9889 ACRE TRACT OF LAND DESCRIBED IN DEED TO KIM CANNADAY LEE, RECORDED IN VOLUME 4840, PAGE 1743, OF OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS, AT THE SOUTHWEST CORNER OF A CALLED 15.319 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20140501000426500, OF SAID OFFICIAL PUBLIC RECORDS;

THENCE, N 89°35'15" E, DEPARTING SAID WEST RIGHT-OF-WAY LINE OF COUNTY ROAD 57 AND SAID EAST LINE OF THE 39.9889 ACRE TRACT, WITH THE CENTERLINE OF SAID COUNTY ROAD 57 AND THE SOUTH LINE OF SAID 15.319 ACRE TRACT, AT A DISTANCE OF 517.90 FEET, PASSING A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" AT THE SOUTHEAST CORNER OF SAID 15.319 ACRE TRACT, FOR THE SOUTHERNMOST WEST CORNER OF TRACT 1, SURVEYED CONCURRENTLY, IN ALL A DISTANCE OF 970.51 FEET TO THE **POINT OF BEGINNING** OF THE HEREIN DESCRIBED TRACT;

THENCE, DEPARTING SAID CENTERLINE OF COUNTY ROAD 57, WITH THE COMMON LINE OF SAID TRACT 1 AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

N 00°06'51" W, A DISTANCE OF 1211.04 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 00°28'28" W, A DISTANCE OF 483.20 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 81°23'14" E, A DISTANCE OF 208.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°43'05" E, A DISTANCE OF 155.98 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

N 83°06'48" E, A DISTANCE OF 706.12 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON" AT THE NORTHWEST CORNER OF A CALLED 11.500 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20170705000875630, SAID OFFICIAL PUBLIC RECORDS, FROM WHICH A FOUND FENCE CORNER POST AT AN INTERIOR CORNER OF A CALLED 52.039 ACRE TRACT OF LAND DESCRIBED IN DEED TO OLD CELINA, LTD., RECORDED UNDER INSTRUMENT NO. 20060815001168150, SAID OFFICIAL PUBLIC RECORDS, FOR AN EXTERIOR CORNER OF SAID TRACT 1, BEARS N 83°06'48" E, A DISTANCE OF 762.58 FEET;

THENCE, WITH THE COMMON LINE OF SAID 11.500 ACRE TRACT AND THE HEREIN DESCRIBED TRACT THE FOLLOWING BEARINGS AND DISTANCES:

S 00°45'24" E, A DISTANCE OF 401.64 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°39'13" E, A DISTANCE OF 456.41 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°28'12" E, A DISTANCE OF 578.35 FEET TO A SET 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP MARKED "PAPE-DAWSON";

S 00°49'40" E, A DISTANCE OF 211.21 FEET TO A SET MAG NAIL WITH WASHER STAMPED "PAPE-DAWSON" IN SAID CENTERLINE OF COUNTY ROAD 57, FROM WHICH A FOUND 3/8-INCH IRON ROD FOR THE SOUTHEAST CORNER OF SAID CALLED 52.039 ACRE TRACT OF LAND FROM WHICH BEARS N 89°35'17" E, A DISTANCE OF 740.58 FEET TO A POINT, N 89°41'51" E, A DISTANCE OF 681.26 FEET;

THENCE, S 89°35'17" W, A DISTANCE OF 920.89 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 34.224 ACRES OR 1,490,806 SQUARE FEET OF LAND, MORE OR LESS.

Collin County
Honorable Stacey Kemp
Collin County Clerk

Instrument Number: 2024000102215

eRecording - Real Property

AMENDMENT

Recorded On: August 20, 2024 02:53 PM

Number of Pages: 25

" Examined and Charged as Follows: "

Total Recording: $117.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	2024000102215
Receipt Number:	20240820000408
Recorded Date/Time:	August 20, 2024 02:53 PM
User:	Michelle K
Station:	cck051

Record and Return To:

CSC

STATE OF TEXAS
COUNTY OF COLLIN

I hereby certify that this Instrument was FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

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:	
Date:	December 10, 2024
Re:	Audit Committee Appointment

Action Requested:
Consider and act upon appointment to fill a one year term on the Audit Committee. (Bromiley)

Background Information:
The City is currently working with the external auditors, Forvis Mazars to complete the FY 2024 financial audit. Council shall appoint up to three Councilmembers to serve on the Audit Committee. Please note that this is not a Charter requirement but an annual recurring opportunity for Council to review the audit and the Annual Comprehensive Finance Report (ACFR) in more depth. Forvis will also present an overview of the ACFR to the City Council at the following Council meeting on March 11, 2025.

In the fiscal year 2019, the City of Celina contracted with the accounting firm BKD, LLP as external auditors to perform the annual audit. BKD and DHG Financial Services merged to form Forvis in June 2022. With this merger, Forvis is considered a top 10 firm with true national coverage and exponentially stronger benefits for their clients and future innovative solutions. Throughout Forvis' transformation, the City's audit engagement team has remained constant and is a local team out of the Dallas, Texas, office.

Legal Review:
N/A

Supporting Documents:

1. Audit Committee Appointment Powerpoint - 12.2024

Financial Consideration:
N/A

Staff Recommendation:
N/A

AUDIT COMMITTEE APPOINTMENT

Robin Bromiley
December 10, 2024



AUDIT COMMITTEE SELECTION

The City is currently working with the external auditors, Forvis Mazars to complete the FY 2024 financial audit. One of the audit action items is to have the Council appoint up to three Councilmembers to serve on the Audit Committee .

This is an opportunity for members of council to review the audit more in depth. Forvis Mazars will also present an overview of the Annual Comprehensive Finance Report (ACFR) to the City Council at the following Council meeting on March 11, 2025.



DATES

Audit Review Meeting

Last Week in February 2025 - TBD

- Meet with Auditors
- Review and Discuss the Audit Report in-depth

City Council Meeting

March 11th at 5:00 pm

- Presentation by Forvis Mazars of the Audit report at the regularly scheduled City Council meeting

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:	Linda Majeed
Date:	December 10, 2024
Re:	Bid 2025-010 Sunset Blvd Asphalt Improvements

Action Requested:
Consider and act to award bid 2025-010 for the reconstruction of Sunset Blvd from Preston Road (SH 289) to Coit Road to ANA Site Construction at the unit prices listed in the amount of $3,500,481.95 plus ten percent contingency in the amount of $350,048.20 for a total amount not to exceed $3,850,530.15. (Glasgow)

Background Information:
On November 19, 2024, the City received responses to bid 2025-010 for the Sunset Blvd Asphalt Improvements. The project includes paving improvements on Sunset Blvd between Preston Road (SH 289) and Coit Road. These improvements include the reconstruction of the existing two-lane asphalt pavement over approximately 6,300 feet. Additionally, the project includes the installation of a wastewater line, manholes, and necessary appurtenances, beginning at the intersection of Preston Road and Sunset Blvd and extending eastward within the prescriptive right-of-way for approximately 4,300 feet.

Legal Review:
Contracts have been previously reviewed and approved.

Supporting Documents:
1. Agenda Recap
2. Bid Tabulation by Line Item
3. 2025-010 Sunset Blvd Improvement Agreement with ANA Site Construction
4. R81-Sunset Blvd Asphalt Improvements_ December Council Presentation

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:
Staff recommends awarding the contract as presented.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-010

SOLICITATION NAME: Sunset Blvd Improvements

PROJECT #: R81

Bid Opening Date 11/19/2024 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified:	650
Number of Submissions:	5
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	5
Number of No Bids	3
Did any vendor invoke the Local Preference per our policy (Y/N)	N

Review/Evaluation:
Purchasing completed an initial review to determine each bidder's responsiveness. The responses were then sent to the department for further review.

Coop/Sole Source: n/a

Recommendation:
Upon Review the requesting department recommends the following.

Recommended Vendor(s): ANA Site Construction

Contract Term: 425 Calendar Days

Submitted By: Date: 12/2/24

Bid 2025-010 Sunset Blvd Improvements				ANA Site Construction		Apple Pavement Services		Quality Excavation, LLC		FNH Construction LLC		Jagoe-Public Company	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Base Bid Road												
1.1	R.O.W. PREPARATION (CLEARING AND GRUBBING)	1	LS	$159,620.00	$ 159,620.00	$50,000.00	$ 50,000.00	$143,840.00	$ 143,840.00	$300,000.00	$ 300,000.00	$250,000.00	$ 250,000.00
1.2	UNCLASSIFIED ROADWAY EXCAVATION	3870	CY	$24.00	$ 92,880.00	$35.00	$ 135,450.00	$30.00	$ 116,100.00	$20.00	$ 77,400.00	$75.00	$ 290,250.00
1.3	TRAFFIC CONTROL	1	LS	$120,500.00	$ 120,500.00	$60,000.00	$ 60,000.00	$94,623.00	$ 94,623.00	$150,000.00	$ 150,000.00	$400,000.00	$ 400,000.00
1.4	TRIAX GEOGRID	17260	SY	$8.00	$ 138,080.00	$12.00	$ 207,120.00	$8.00	$ 138,080.00	$12.50	$ 215,750.00	$7.00	$ 120,820.00
1.5	8 inch COMPACTED SUBGRADE	17260	SY	$3.00	$ 51,780.00	$5.00	$ 86,300.00	$9.00	$ 155,340.00	$6.00	$ 103,560.00	$6.50	$ 112,190.00
1.6	8 inch FLEX-BASE SUBGRADE	17260	SY	$26.00	$ 448,760.00	$26.00	$ 448,760.00	$34.00	$ 586,840.00	$26.00	$ 448,760.00	$50.00	$ 863,000.00
1.7	ASPHALT CONCRETE FINE GRADE B BASE COURSE	2332.4	TON	$215.00	$ 501,472.97	$190.00	$ 443,162.16	$185.00	$ 431,499.99	$165.00	$ 384,851.35	$170.00	$ 396,513.51
1.8	ASPHALTIC CONCRETE GRADE D, SURFACE COURSE	1886.3	TON	$245.00	$ 462,152.98	$195.00	$ 367,836.05	$208.00	$ 392,358.45	$185.00	$ 348,972.66	$190.00	$ 358,404.35
1.9	GRAVEL SURFACE	201	SY	$30.00	$ 6,030.00	$50.00	$ 10,050.00	$71.00	$ 14,271.00	$65.00	$ 13,065.00	$75.00	$ 15,075.00
1.10	REMOVE ASPHALTIC CONCRETE	16842	SY	$10.00	$ 168,420.00	$18.00	$ 303,156.00	$16.00	$ 269,472.00	$20.00	$ 336,840.00	$12.00	$ 202,104.00
1.11	REMOVE GRAVEL SURFACE	343	SY	$20.00	$ 6,860.00	$25.00	$ 8,575.00	$22.00	$ 7,546.00	$20.00	$ 6,860.00	$30.00	$ 10,290.00
1.12	RELOCATE EXISTING MAILBOX	10	EA	$1,000.00	$ 10,000.00	$350.00	$ 3,500.00	$763.00	$ 7,630.00	$1,000.00	$ 10,000.00	$185.00	$ 1,850.00
1.13	ASPHALT MATERIAL FOR TRAFFIC MAINTENANCE	7929	SY	$25.00	$ 198,225.00	$25.00	$ 198,225.00	$23.00	$ 182,367.00	$40.00	$ 317,160.00	$15.00	$ 118,935.00
1.14	EROSION CONTROL	1	LS	$40,000.00	$ 40,000.00	$80,000.00	$ 80,000.00	$27,368.00	$ 27,368.00	$45,000.00	$ 45,000.00	$125,000.00	$ 125,000.00
1.15	GRASS SODDING	14475	SY	$8.00	$ 115,800.00	$20.00	$ 289,500.00	$18.00	$ 260,550.00	$10.00	$ 144,750.00	$12.00	$ 173,700.00
1.16	TRAFFIC SIGN	10	EA	$3,400.00	$ 34,000.00	$5,500.00	$ 55,000.00	$2,961.00	$ 29,610.00	$1,500.00	$ 15,000.00	$350.00	$ 3,500.00
1.17	REFL PAV MRK TY I & TY II (Y) 4 inch BRK	3165	LF	$3.00	$ 9,495.00	$1.50	$ 4,747.50	$2.00	$ 6,330.00	$2.00	$ 6,330.00	$2.00	$ 6,330.00
1.18	REFL PAV MRK TY I & TY II (Y) 4 inch SOLID	6890	LF	$4.00	$ 27,560.00	$1.50	$ 10,335.00	$2.00	$ 13,780.00	$2.00	$ 13,780.00	$2.00	$ 13,780.00
1.19	REFL PAV MRK TY I & TY II (W) 6 inch SOLID	11100	LF	$5.00	$ 55,500.00	$1.75	$ 19,425.00	$4.00	$ 44,400.00	$3.00	$ 33,300.00	$2.50	$ 27,750.00
1.20	REFL PAV MRK TY I & TY II (W) 24 inch SOLID	46	LF	$11.00	$ 506.00	$250.00	$ 11,500.00	$17.00	$ 782.00	$20.00	$ 920.00	$25.00	$ 1,150.00
1.21	TYPE II-A-A 4 inch RAISED PAVEMENT MARKER (Y)	150	EA	$13.00	$ 1,950.00	$50.00	$ 7,500.00	$11.00	$ 1,650.00	$6.00	$ 900.00	$17.00	$ 2,550.00
	Sub Total				$ 2,649,591.95		$ 2,800,141.70		$ 2,924,437.44		$ 2,973,199.01		$ 3,493,191.86
2	Base Bid Sewer												
2.1	4 ft DIAMETER MANHOLE W/ FRAME AND COVER	10	EA	$13,200.00	$ 132,000.00	$8,500.00	$ 85,000.00	$14,262.00	$ 142,620.00	$12,500.00	$ 125,000.00	$15,000.00	$ 150,000.00
2.2	12 inch ID SDR-35 PVC PIPE (0 ft-12 ft DEEP)	3245	LF	$90.00	$ 292,050.00	$85.00	$ 275,825.00	$105.00	$ 340,725.00	$125.00	$ 405,625.00	$180.00	$ 584,100.00
2.3	12 inch ID SDR-26 PVC PIPE (12 ft-18 ft DEEP)	535	LF	$100.00	$ 53,500.00	$100.00	$ 53,500.00	$186.00	$ 99,510.00	$140.00	$ 74,900.00	$230.00	$ 123,050.00
2.4	8 inch ID SDR-35 PVC PIPE (0 ft-12 ft DEEP)	1850	LF	$70.00	$ 129,500.00	$70.00	$ 129,500.00	$84.00	$ 155,400.00	$65.00	$ 120,250.00	$165.00	$ 305,250.00
2.5	8 inch ID SDR-35 PVC PIPE (STUBOUTS)	195	LF	$85.00	$ 16,575.00	$60.00	$ 11,700.00	$76.00	$ 14,820.00	$65.00	$ 12,675.00	$175.00	$ 34,125.00
2.6	TRENCH SAFETY	5825	LF	$5.00	$ 29,125.00	$3.00	$ 17,475.00	$2.00	$ 11,650.00	$10.00	$ 58,250.00	$1.00	$ 5,825.00
2.7	4 ft DIAMETER MANHOLE W/ FRAME, COVER, & EXTERNAL DROP	1	EA	$19,325.00	$ 19,325.00	$13,500.00	$ 13,500.00	$21,111.00	$ 21,111.00	$12,500.00	$ 12,500.00	$22,000.00	$ 22,000.00
2.8	5 ft DIAMETER MANHOLE W/ FRAME AND COVER	4	EA	$23,600.00	$ 94,400.00	$13,750.00	$ 55,000.00	$23,031.00	$ 92,124.00	$15,000.00	$ 60,000.00	$30,000.00	$ 120,000.00
2.9	ADDITIONAL 5 ft DIAMETER MANHOLE DEPTH OVER 15 ft	5	VF	$1,430.00	$ 7,150.00	$17,500.00	$ 87,500.00	$2,115.00	$ 10,575.00	$360.00	$ 1,800.00	$900.00	$ 4,500.00
	Sub Total						$ 729,000.00		$ 888,535.00		$ 871,000.00		$ 1,348,850.00
3	Base Bid Drainage												
3.1	30 inch REINFORCED CONCRETE PIPE	60	LF	$222.00	$ 13,320.00	$250.00	$ 15,000.00	$194.00	$ 11,640.00	$250.00	$ 15,000.00	$240.00	$ 14,400.00
3.2	30 inch HEADWALL STRUCTURES	2	EA	$4,500.00	$ 9,000.00	$10,000.00	$ 20,000.00	$5,824.00	$ 11,648.00	$10,000.00	$ 20,000.00	$8,000.00	$ 16,000.00
3.3	18 inch REINFORCED CONCRETE PIPE	114	LF	$130.00	$ 14,820.00	$150.00	$ 17,100.00	$142.00	$ 16,188.00	$200.00	$ 22,800.00	$130.00	$ 14,820.00
3.4	18 inch HEADWALL STRUCTURES	2	EA	$3,800.00	$ 7,600.00	$12,000.00	$ 24,000.00	$3,261.00	$ 6,522.00	$3,500.00	$ 7,000.00	$3,500.00	$ 7,000.00
3.5	3 ft X 3 ft GRATE INLET	2	EA	$7,000.00	$ 14,000.00	$8,500.00	$ 17,000.00	$6,504.00	$ 13,008.00	$8,500.00	$ 17,000.00	$9,000.00	$ 18,000.00
3.6	REMOVE EX. HEADWALL	4	EA	$1,100.00	$ 4,400.00	$3,200.00	$ 12,800.00	$681.00	$ 2,724.00	$2,500.00	$ 10,000.00	$2,000.00	$ 8,000.00
3.7	REMOVE EX. STORM SEWER PIPE	110	LF	$50.00	$ 5,500.00	$50.00	$ 5,500.00	$54.00	$ 5,940.00	$50.00	$ 5,500.00	$60.00	$ 6,600.00
3.8	UNCLASSIFIED DITCH EXCAVATION	335	CY	$15.00	$ 5,025.00	$125.00	$ 41,875.00	$32.00	$ 10,720.00	$20.00	$ 6,700.00	$75.00	$ 25,125.00
3.9	FLEXAMAT	18	SY	$200.00	$ 3,600.00	$350.00	$ 6,300.00	$341.00	$ 6,138.00	$250.00	$ 4,500.00	$750.00	$ 13,500.00
	Sub Total						$ 159,575.00		$ 84,528.00		$ 108,500.00		$ 123,445.00
	Total Base Bid (all)				**$ 3,500,481.95**		**$ 3,688,716.70**		**$ 3,897,500.44**		**$ 3,952,699.01**		**$ 4,965,486.86**

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the **City of Celina** (OWNER) and ANA Site Construction(CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants, agree as follows:

ARTICLE 1 – WORK

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

City of Celina
Sunset Blvd Improvements
BID 2025-010

ARTICLE 2 – THE PROJECT

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

The project consists of paving improvement of Sunset Boulevard between Preston Road (SH 289) and Coit Road. The improvement includes the reconstruction of the existing two lanes asphalt pavement. Additionally, installation of wastewater line, manholes and necessary appurtenances beginning at the intersection of Preston Road and Sunset Boulevard and extending to the east within the prescriptive right-of-way.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 365 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 425 calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time

specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$3,500,481.95**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

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

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

EXECUTED in single or multiple originals with an effective date of 12/11/2024.

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

EJCDC® C-410, Bid Form for Construction Contract.
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SUNSET BLVD ASPHALT IMPROVEMENTS PROJECT

CONSTRUCTION AWARD

December 10th, 2024

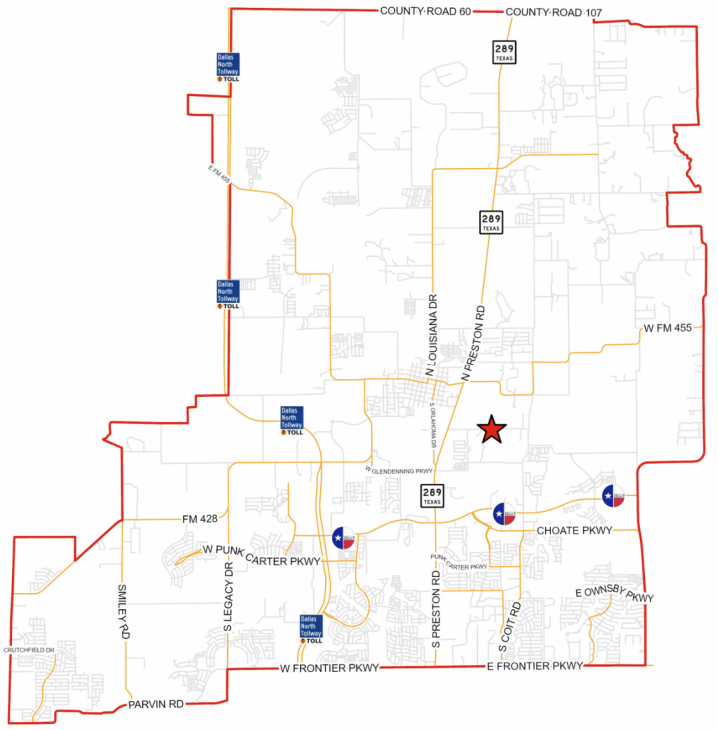
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



INTRODUCTION

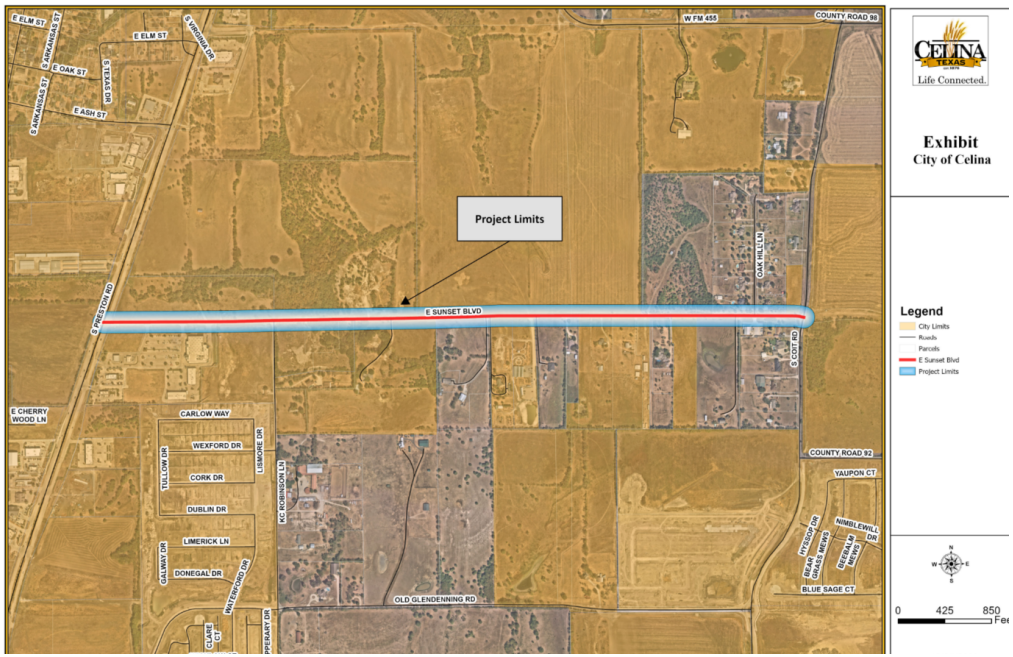
- This item is to consider and act to award a construction contract to ANA Site Construction for the Sunset Blvd Asphalt Improvements project.
- Bid invitation was sent out to Vendors and 5 responses were received.
- The lowest bidder is ANA Site Construction.
- Construction contract is 425 calendar days.

PROJECT LOCATION

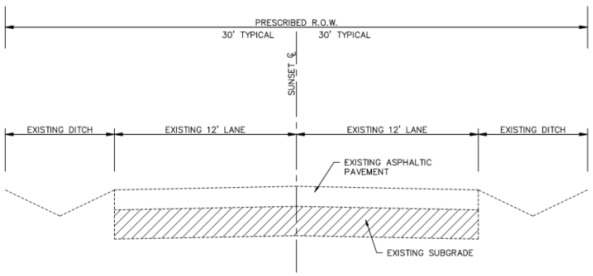


- Sunset Blvd between Preston Rd (SH 289) AND Coit Rd.

EXISTING CONDITIONS



- Existing 12" two-lane asphalt roadway.



EXISTING TYPICAL SECTION

PROPOSED IMPROVEMENTS

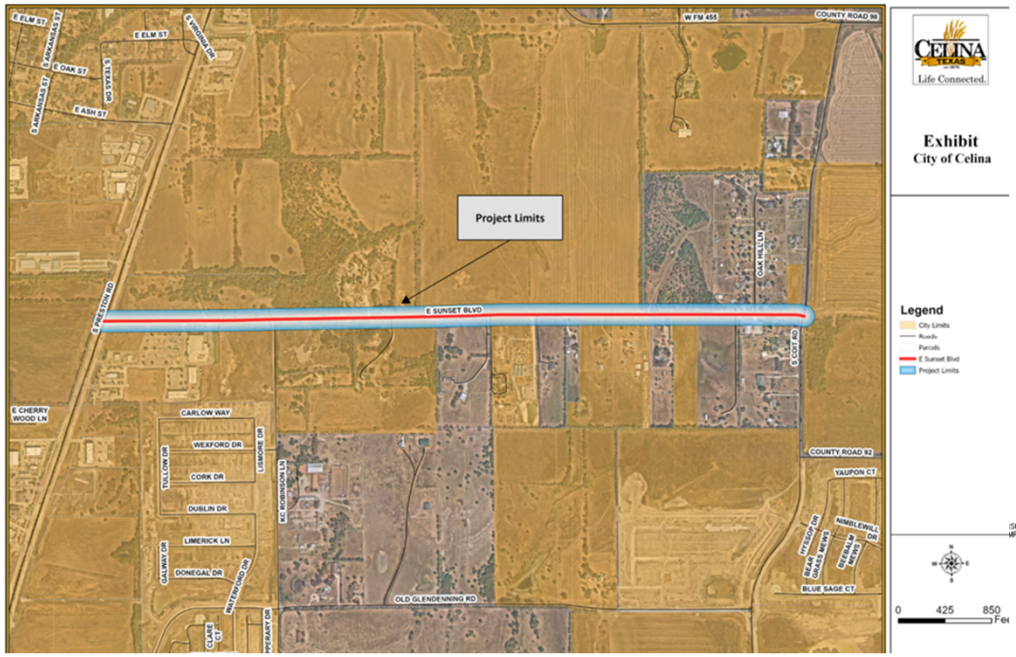
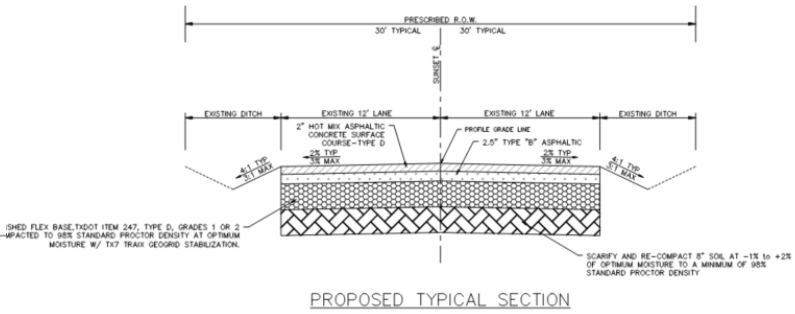


Exhibit
City of Celina

- Reconstruction of the existing 12" two-lane asphalt roadway.
- Installation of 12" wastewater line.



PROPOSED TYPICAL SECTION

BID 2024-116

- First lowest apparent bidder is ANA Site Construction.
- Bid Price: $3500481.95
- 10% Contingency: $350,048.2
- Total Not to Exceed: $3,850,530.15

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ANA Site Construction	PILOT POINT	TX	11/19/2024 06:50:56 AM (CT)	39	$3,500,481.95
Apple Pavement Services	Dallas	TX	11/18/2024 02:04:04 PM (CT)	39	$3,688,716.70
Quality Excavation, LLC	Aubrey	TX	11/19/2024 08:29:10 AM (CT)	39	$3,897,500.44
FNH Construction LLC	Plano	TX	11/19/2024 09:04:38 AM (CT)	39	$3,952,699.01
Jagoe-Public Company	Denton	TX	11/19/2024 09:26:05 AM (CT)	39	$4,965,486.86

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Robin Bromiley, Director of Finance
Intiated by:	Brad Kearney
Date:	December 10, 2024
Re:	Lakes at Mustang Ranch Public Improvement District Phase #8-9 Preliminary Service and Assessment Plan

Action Requested:
Consider and act upon a Resolution determining the costs of certain authorized improvements to be financed within Phases #8-9 of the Lakes at Mustang Ranch Public Improvement District; approving a preliminary amended and restated service plan and assessment plan, including a proposed assessment roll for Phases #8-9; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on January 14, 2025, to consider an ordinance levying assessments on property located within Phases #8-9 of the Lakes at Mustang Ranch Public Improvement District. (Kearney)

Background Information:
This item approves the preliminary Service and Assessment Plan (SAP) for the Lakes at Mustang Ranch Public Improvement District (PID) and calls a public hearing to levy assessments on property within Phase #8-9 of the PID at the next City Council Meeting.

The Lakes at Mustang Ranch PID was established on March 10, 2008. It is located in southeast Celina along Custer Road (FM 2478) and near Frontier Parkway. There are 1,701 proposed single family homes in nine phases. The last property assessment for the Lakes at Mustang Ranch PID was approved by City Council on February 14, 2023 for Phase #7.

The preliminary SAP establishes Phase #8-9, which includes 277 single family homes. The authorized projects for Phase #8-9 include roadway, water, sewer, drainage, and soft costs. The total estimated project costs are $9,314,659. This is the final phase for the Lakes at Mustang Ranch PID.

The preliminary proposed PID assessment, average annual installment per unit, and overlapping tax rate for Phase #8-9 are:

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit	Tax Rate Equivalent	Total Overlapping Tax Rate
100 ft	$67,306	$5,454	$0.2848	$2.349331
86 ft	$50,738	$4,111	$0.3012	$2.365731
74 ft	$44,525	$3,608	$0.3597	$2.424231
65 ft	$38,313	$3,104	$0.3285	$2.393031
40 ft	$24,851	$2,014	$0.3609	$2.425431
35 ft	$23,816	$1,930	$0.3711	$2.435631

Approval of this item calls for a public hearing to be held on January 14, 2025 during the City Council Meeting. At the conclusion of the public hearing, City Council will consider levying the above assessments on properties within Phase #8-9. There will be an additional item on the January 14, 2025 agenda for City Council to consider the issuance of bonds for Phase #8-9.

Legal Review:
This item has been reviewed and approved.

Supporting Documents:
1. Lakes at Mustang Ranch PID Phase 8-9 Preliminary SAP Presentation
2. Lakes at Mustang Ranch PID Phase 8-9 Preliminary SAP Resolution

Financial Consideration:
This item calls for a public hearing to consider levying assessments on property located in Phase #8-9 of the Lakes at Mustang Ranch PID.

Staff Recommendation:
Staff recommends approval.

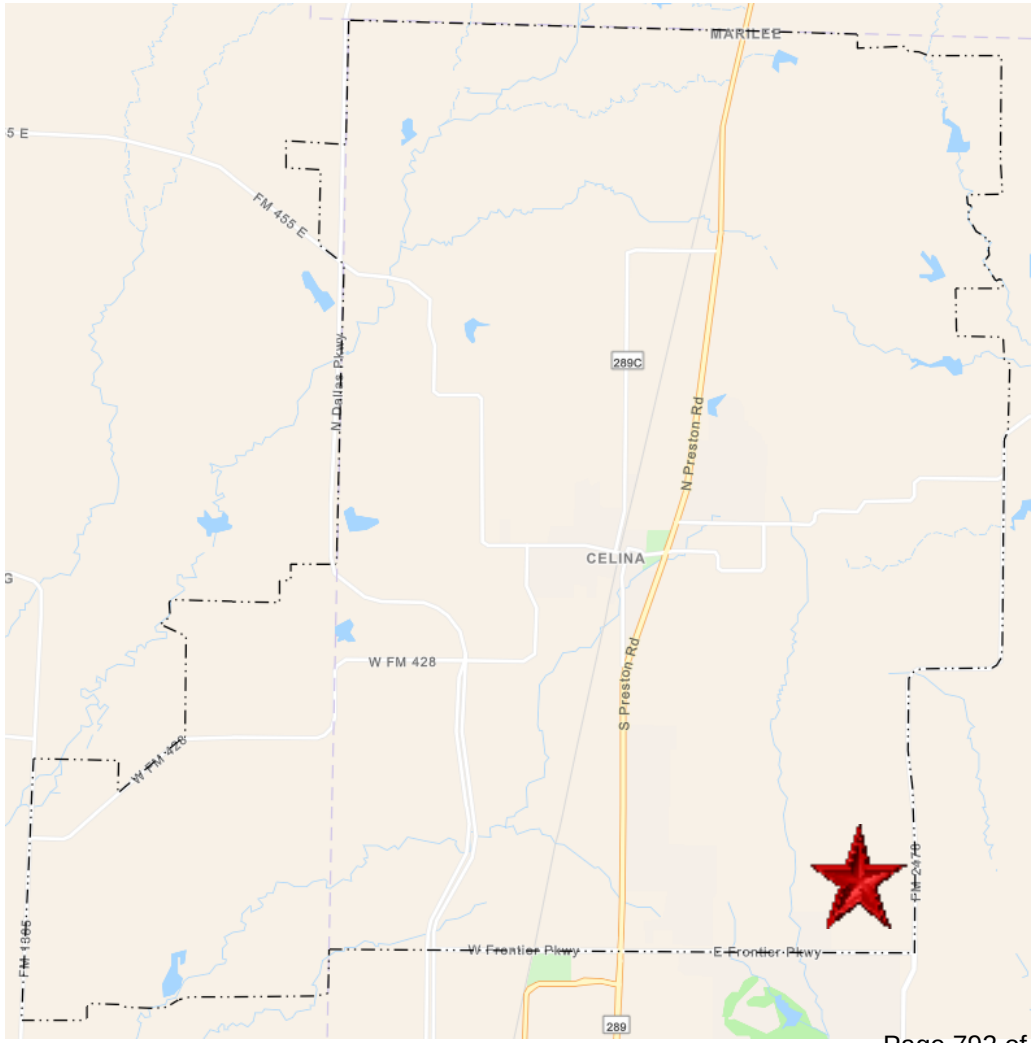
LAKES AT MUSTANG RANCH PID PHASE #8-9 PRELIMINARY SAP

City Council Meeting
December 10, 2024



LAKES AT MUSTANG RANCH PID

- Established March 10, 2008
- Located in southeast Celina along Custer Rd near Frontier Pkwy
- Proposed development: 1,701 units
  - 1 acre = 33
  - 100 ft = 60
  - 86 ft = 281
  - 74 ft = 359
  - 65 ft = 167
  - 60 ft = 325
  - 50 ft = 343
  - 40 ft = 73
  - 35 ft = 60



PHASE #8-9

- Phase #8-9 includes 277 single family homes
- This is the final phase and includes all remaining lots
- Authorized Projects: $9,314,659
  - Roadway
  - Water
  - Sewer
  - Drainage
  - Soft costs

PHASE #8-9 ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit	Net Tax Rate Equivalent	Total Overlapping Tax Rates
100 ft	$67,306	$5,454	$0.2848	$2.349331
86 ft	$50,738	$4,111	$0.3012	$2.365731
74 ft	$44,525	$3,608	$0.3597	$2.424231
65 ft	$38,313	$3,104	$0.3285	$2.393031
40 ft	$24,851	$2,014	$0.3609	$2.425431
35 ft	$23,816	$1,930	$0.3711	$2.435631

TIMELINE

- December 10, 2024 – Consider preliminary SAP and call a public hearing
- January 14, 2025 – Hold public hearing and consider levying assessments for Phase #8-9
- January 14, 2025 – Consider bond ordinance for Phase #8-9 bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2024-__R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN PHASES #8-9 OF THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN UPDATED FOR PHASES #8-9, INCLUDING A PROPOSED PHASES #8-9 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASES #8-9 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; NOTICING A PUBLIC HEARING FOR JANUARY 14, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASES #8-9 OF THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, on February 11, 2008, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City on January 24, 2008 titled "Petition for the Creation of a Public Improvement District Within the ETJ of the City of Celina, Texas, for the Lakes as Mustang Ranch Development" requesting the creation of a public improvement district; and

WHEREAS, on March 10, 2008, the City Council adopted Resolution No. 2008-06R (the "Authorization Resolution"), authorizing, establishing, and creating the “Lakes at Mustang Ranch Public Improvement District” (the “District”); and

WHEREAS, the City authorized the creation of the District and the issuance of up to $111,000,000 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, pursuant to ordinances adopted by the City Council on January 13, 2015 the City Council approved The Lakes at Mustang Ranch Public Improvement District Service and Assessment Plan, including the Phases #2-9 Major Improvement Assessment Roll and the Phase #1 Assessment Roll (the “Original SAP”), levied special assessments for the construction of the Phases #2-9 Major Improvements against property within the District, levied special assessments

for the construction of the Phase #1 Improvements against property within Phase #1 of the District, and established a lien on such property; and

WHEREAS, the Original SAP has been previously updated in connection with the levy of assessments against property within Phase #2, Phase #3, Phase #4, Phase #5, Phase #6 and Phase #7 of the District and has been updated annually as required by the PID Act; and

WHEREAS, the City Council and the City staff have been presented a preliminary amended and restated service and assessment plan updated for Phases #8-9, including a proposed Phases #8-9 Assessment Roll attached thereto (the "Preliminary Updated SAP"), which updates the Original SAP (as amended and restated by Annual Service Plan Updates and other updates to the Original SAP previously approved by the City Council) for the District to include assessments proposed to be levied against property within Phases #8-9 of the District that benefit from certain Authorized Improvements that benefit property within Phases #8-9 of the District (the "Phases #8-9 Projects"). A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Phases #8-9 of the District, (iv) identifies the costs of the Phases #8-9 Projects, and (v) sets forth the proposed assessment roll for Phases #8-9 (the "Proposed Phases #8-9 Assessment Roll"); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of certain Phases #8-9 Projects to be financed by the District at this time and the Phases #8-9 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phases #8-9 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Phases #8-9 Assessment Roll be filed with the municipal secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phases #8-9 of the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Phases #8-9 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phases #8-9 Projects to be financed by the District are as set forth in Table IV-K of the Preliminary Updated SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phases #8-9 Projects, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Phases #8-9 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phases #8-9 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each parcel of land in Phases #8-9 of the District that benefits from the Phases #8-9 Projects, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Phases #8-9 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes, and calls, a public hearing (the Assessment Hearing, as defined above) to be held on **January 14, 2025, at or after 4:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will

consider an ordinance levying the assessments as special assessments on property located within Phases #8-9 of the District that benefits from the Phases #8-9 Projects and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **January 14, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **January 2, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phases #8-9 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **January 2, 2025** to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **January 14, 2025**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **January 14, 2025** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 10th day of December, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY UPDATED SAP

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

January 13, 2015
As updated for Phase #2 on December 13, 2016,
updated for Phase #3 on December 10, 2019,
updated for Phase #4 on July 14, 2020,
amended and restated for Phase #1 Refunding on August 11, 2020, updated for Phase #5 on June 8, 2021,
updated for Phase #6 on June 14, 2022,
updated for Phase #7 on February 14, 2023, and updated for Phases #2-9 Refunding and Improvement Bonds and Phases #8-9 Improvement Bonds on January 14, 2025.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN

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RECITALS

WHEREAS, a petition was submitted by the petitioners 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 then located in the extraterritorial jurisdiction of the City to be known as The Lakes at Mustang Ranch Public Improvement District (the "PID"); and

WHEREAS, the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Collin Central Appraisal District ("CCAD"), and the signatures of property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the PID; and

WHEREAS, on February 11, 2008, after due notice, the City Council of the City (the "City Council") held the public hearing in the manner required by law on the advisability of the improvement projects and services described in the petition as required by Section 372.009 of the PID Act and on March 10, 2008, the City Council made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2008-06R, 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 Actual Costs of certain Authorized Improvements; and

WHEREAS, on March 27, 2008, the City published notice of its authorization of the PID in the McKinney Courier-Gazette and the Celina Record, newspapers of general circulation in Collin County, the City and the extraterritorial jurisdiction of the City, respectively; and

WHEREAS, no written protests of the PID from any owners of record of property within the PID were filed with the City Secretary within 20 days after March 27, 2008; and

WHEREAS, on November 18, 2014, the City Council by Resolution 2014-60R (i) approved a preliminary service and assessment plan prepared in accordance with Sections 372.13 and 372.14 of the PID Act that determined the costs of certain authorized improvements for the benefit of "Phase #1" and "Phases #2-9" of the PID, including proposed assessment rolls, as required by Section 372.016(a) of the PID Act; (ii) directed the City Secretary to file said proposed assessment rolls and to make both available for public inspection as required by Section 372.016(b); (iii) called a special meeting and public hearing for December 9, 2014, for the purpose of hearing and passing on any objections to the proposed assessments shown on the proposed Phase #1 Assessment Roll and Phases #2-9 Major Improvement Area Assessment Roll; and (iv) directed the City Secretary to publish and mail notice of such December 9, 2014 public hearing as required by Section 372.016(b) of the PID Act; and

WHEREAS, after publishing and mailing notice as require by the PID Act, the City Council convened the hearing on December 9, 2014 and then the City Council recessed such public hearing until January 13, 2015; and

WHEREAS, on January 13, 2015, the City Council reconvened the public hearing first opened on December 9, 2014, 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. 2015-02 (the "Phase #1 Assessment Ordinance") which approved and accepted the Service and Assessment Plan dated January 13, 2015 (the "Original Service and Assessment Plan") in conformity with the requirements of the PID Act, and levied the Assessments on Phase #1, as provided in the Service and Assessment Plan and the Phase #1 Assessment Roll and approved Ordinance No. 2015-03 (the "Phases #2-9 Assessment Ordinance") which approved and accepted the Original Service and Assessment Plan in conformity with the requirements of the PID Act, and levied the Assessments on Phases #2-9, as provided in the Original Service and Assessment Plan and the Phases #2-9 Major Improvement Area Assessment Roll; and

WHEREAS, the City levied Assessments on Phase #1 on the Phase #1 Assessed Property for the Phase #1 Improvements (as defined in the Original Service and Assessment Plan) and levied Assessments on the Phases #2-9 of the Phases #2-9 Major Improvement Area Assessed Property for the major improvements allocable to Phases #2-9 Major Improvement Area of the PID (the "Phases #2-9 Major Improvement Area Initial Projects") described in Section III of the Original Service and Assessment Plan, constructed and installed in accordance with the Original Service and Assessment Plan, as amended or updated from time to time; and

WHEREAS, the Assessments on Phase #1 and the Assessments on Phases #2-9 each included a "City Improvement Portion" related to certain water and sewer major improvements as described in Section III of the Original Service and Assessment Plan (the "2015 CCMI Assessment"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project) (the "Phase #1 Bonds"), which are secured by the Assessments on Phase #1 (excluding the portion of the 2015 CCMI Assessment allocable to Phase #1) which were levied against the assessable property located within the first construction phase of the District ("Phase #1"); and

WHEREAS, the City Council has previously issued the City of Celina, Texas Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project) (the "Phases #2-9 Major Improvement Area Bonds", and together with the Phase #1 Bonds, the "2015 PID Bonds"), which are secured by the Assessments on the Phases #2-9 (excluding the portion of 2015 CCMI Assessment allocable to Phases #2-9 Major Improvement Area) which were levied against the assessable property outside of Phase #1 of the District ("Phases #2-9 Major Improvement Area"); and

WHEREAS, in connection with the 2015 PID Bonds, the City Council approved Resolution No. 2015-01R on January 13, 2015, authorizing that certain "*Reimbursement*

Agreement – The Lakes at Mustang Ranch Public Improvement District", effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund the costs of Authorized Improvements that specially benefit the assessable property within the PID and the City agrees to reimburse the Developer for a portion of such costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act; and

WHEREAS, on December 13, 2016, the City Council adopted Ordinance No. 2016-84, recorded as Document No. 2022022500314270 in the real property records of the County on February 25, 2022, that approved an update to the Original Service and Assessment Plan and levied assessments on Phase #2 for the Phase #2 Improvements; and

WHEREAS, on December 10, 2019, the City Council adopted Ordinance No. 2019-51, recorded as Document No. 20200102000005770 in the real property records of the County on January 2, 2020, that approved an update to the Original Service and Assessment Plan, as previously updated, and levied assessments on Phase #3 for the Phase #3 Improvements; and

WHEREAS, on July 14, 2020, the City Council adopted Ordinance No. 2020-50, recorded as Document No. 20200716001107540 in the real property records of the County on July 16, 2020, that approved an update to the Original Service and Assessment Plan, as previously updated, and levied assessments on Phase #4 for the Phase #4 Improvements; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, and the PID Act, provide that the City is authorized to issue refunding bonds for the purpose of refunding a series of Bonds and restructuring the City's debt service requirements, and to accomplish such refunding by depositing directly with the trustee under the indenture of trust related to the refunded bonds, the proceeds of such refunding bonds, together with other available finds, in an amount sufficient to provide for the payment or redemption of such refunded bonds, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the City Council has previously issued revenue bonds, in accordance with the PID Act and Chapter 1207, Texas Government Code, as amended, to refund the Phase #1 Bonds, such bonds are entitled "City of Celina, Texas, Special Assessment Revenue Refunding Bonds, Series 2020 (The Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" (the "Phase #1 Refunding Bonds"), such Phase #1 Refunding Bonds are payable solely from the Phase #1 Assessment Revenue and other funds pledged under the Indenture related to the Phase #1 Refunding Bonds to the payment of the Phase #1 Refunding Bonds and for the purposes set forth in the Indenture related to the Phase #1 Refunding Bonds; and

WHEREAS, in connection with the Phase #1 Refunding Bonds, the City Council approved an amendment and restatement to the Original Service and Assessment Plan, as it had been previously updated (the "2020 Amended and Restated Service and Assessment Plan"), and pursuant to direction from the Administrator that the conditions required for completely reducing the 2015 CCMI Assessments, the City has formally released the 2015 CCMI Assessment portion of the Phase #1 Assessment and the Phases #2-9 Assessment; and

WHEREAS, on June 8, 2021, the City Council adopted Ordinance No. 2021-48, recorded as Document No. 20211221002567660 in the real property records of the County on December 21, 2021, that approved an update to the 2020 Amended and Restated Service and Assessment Plan (the "2021 Amended and Restated Service and Assessment Plan") and levied Assessments on Phase #5 for the Phase #5 Improvements; and

WHEREAS, on June 14, 2022, the City Council adopted Ordinance No. 2022-68, recorded as Document No. 2022000095835 in the real property records of the County on June 17, 2022 and re-recorded as Document No. 2022000098447 in the real property records of the County on June 23, 2022, that approved an update to the 2021 Amended and Restated Service and Assessment Plan (the "2022 Amended and Restated Service and Assessment Plan"), as previously updated, and levied Assessments on Phase #6 for the Phase #6 Projects; and

WHEREAS, on February 14, 2023 the City Council adopted Ordinance No. 2023-12, recorded as Document No. 2023000015419 in the real property records of the County on February 16, 2023, that approved an update to the 2022 Amended and Restated Service and Assessment Plan (the "2023 Amended and Restated Service and Assessment Plan"), as previously updated, and levied Assessments on Phase #7 for the Phase #7 Projects; and

WHEREAS, the City is authorizing the (i) issuance of the Phases #2-9 Refunding and Improvement Bonds to refund the Phases #2-9 Major Improvement Area Bonds, and to acquire a portion of the Phases #2-9 Major Improvement Area Initial Projects secured under the Reimbursement Agreement and to acquire the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, the Phase #6 Projects, and the Phase #7 Projects secured under the Reimbursement Agreement; and (ii) the levy of Assessments on benefitted property within Phases #8-9 and the issuance of the Phases #8-9 Improvement Bonds to acquire a portion of the Phases #8-9 Projects on January 14, 2025; and

NOW, THEREFORE, the 2023 Amended and Restated Service and Assessment Plan, as previously updated, is further updated for the issuance of the Phases #2-9 Refunding and Improvement Bonds, the levy of Assessments on benefitted property within Phases #8-9, and the issuance of the Phases #8-9 Improvement Bonds (as updated, the "Service and Assessment Plan") as follows:

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On March 10, 2008 the City Council of the City of Celina, Texas passed Resolution No. 2008-06R approving and authorizing the creation of The Lakes at Mustang Ranch 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, with authorization that became effective following the publication of such resolution on March 27, 2008.

The property in the PID is proposed to be developed in approximately nine phases, and the Assessments will be levied against property within each phase or phases to finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase. Additionally, certain improvements that benefit the entire PID and certain improvements that benefit property within each phase will be paid for by the Developer without reimbursement.

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 D.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter". The Assessment Rolls for the PID are included as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, and Appendix N of this Service and Assessment Plan. The Assessments, as shown on each applicable 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 Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and property taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs may include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest Component" 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 (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Reserve" means, with respect to the Bonds, a reserve account to be funded from Additional Interest Component collected each year as more fully described in Section V.H of this Service and Assessment Plan.

"Additional Major Improvements" mean the Authorized Improvements which benefit all Assessed Property within the PID, which were not part of the Initial Major Improvements, and which are described in Section III.C. Assessments have been or will be levied against property within Phase #6, Phase #7 and Phases #8-9 only to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6, Phase #7 and Phases #8-9, respectively. The Actual

Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any Trust Indenture 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 interest, as shown on the Assessment Rolls attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, and Appendix N as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the amount collected as a part of an Annual Installment related to a series of Bonds, as the Additional Interest Component for the Additional Interest Reserve described in Section V of this Service and Assessment Plan; and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in the applicable Assessment Roll, as the Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes 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 Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, the Phase #6 Assessment Roll, the Phase #7 Assessment Roll, or the Phases #8-9 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.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"Consolidated Summary of Assessments for Phases #2-7 Projects" means the document included in this Service and Assessment Plan as Exhibit 1, which restates the assessments expected to be collected from the Phases #2-7 Assessed Property, and which relate to Phases #2-7 Projects, 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.

"Consolidated Summary of Assessments for Phases #2-9 Major Improvement Area Initial Projects and Phases #2-7 Projects" means the document included in this Service and Assessment Plan as Exhibit 2, which restates the assessments expected to be collected from the Phases #2-9 Major Improvement Area Assessed Property and from the Phases #2-7 Assessed Property, which relate to the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-7 Projects combined, and which secures the Phases #2-9 Refunding and Improvement Bonds,

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.

"County" means Collin County, Texas.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Celina 682 Partners, L.P., a Texas limited partnership.

"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 E attached hereto.

"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 homeowners' association.

"Initial Major Improvements" mean the Authorized Improvements which benefit all Assessed Property (excluding the Additional Major Improvements) within the PID and are described in Section III.B.

"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 E. 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. 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.K.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax

purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Bonds or upon the incurrence of an obligation under the Reimbursement Agreement related to such Phase for Authorized Improvements (or the portion thereof) designated 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, identified as "Phase #1" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Phase #1 Additional Projects" mean the pro rata portion of the Additional Major Improvements allocable to Phase #1, which are described in Section III.C. The costs of the Phase #1 Additional Projects were paid for by the Developer without reimbursement.

"Phase #1 Assessed Property" means all Parcels within Phase #1 against which an Assessment relating to the Phase #1 Initial Projects is levied, as shown in the Phase #1 Assessment Roll.

"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 Initial Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified, or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Improvement District Phase #1 Project)" that were secured by Phase #1 Assessment Revenues and which have been refunded by the Phase #1 Refunding Bonds.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #1 and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #1 Refunding Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Refunding Bonds, Series 2020 (Lakes at Mustang Ranch Public Improvement District Phase #1 Project)" issued by the City to refund the Phase #1 Bonds relating to the Phase #1 Initial Projects.

"Phase #2" means the second Phase to be developed, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Phase #2 Additional Projects" mean the pro rata portion of the Additional Major Improvements allocable to Phase #2, which are described in Section III.C. The costs of the Phase #2 Additional Projects were paid for by the Developer without reimbursement.

"Phase #2 Assessed Property" means all Parcels within Phase #2 against which an Assessment relating to the Phase #2 Improvements is levied, as shown in the Phase #2 Assessment Roll.

"Phase #2 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #2 Improvements.

"Phase #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 the Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property and are described in Section III.E.

"Phase #2 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

"Phase #3" means the third Phase to be developed, identified as "Phase #3" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix I.

"Phase #3 Additional Projects" means the pro rata portion of the Additional Major Improvements allocable to Phase #3, which are described in Section III.C. The costs of the Phase #3 Additional Projects were paid for by the Developer without reimbursement.

"Phase #3 Assessed Property" means all Parcels within Phase #3 against which an Assessment relating to the Phase #3 Improvements is levied, as shown in the Phase #3 Assessment Roll.

"Phase #3 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #3 Improvements.

"Phase #3 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix I**,** 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 Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #3 Improvements" mean the Authorized Improvements which only benefit Phase #3 Assessed Property and are described in Section III.F.

"Phase #3 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #3, and (ii) the Phase #3 Improvements, which are described in Section III.

"Phase #4" means the fourth Phase to be developed, identified as "Phase #4" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J.

"Phase #4 Additional Projects" mean the pro rata portion of the Additional Major Improvements allocable to Phase #4, which are described in Section III.C. The costs of the Phase #4 Additional Projects were paid for by the Developer without reimbursement.

"Phase #4 Assessed Property" means all Parcels within Phase #4 against which an Assessment relating to the Phase #4 Improvements is levied, as shown in the Phase #4 Assessment Roll.

"Phase #4 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #4 Improvements.

"Phase #4 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix J**,** 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 Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #4 Improvements" mean the Authorized Improvements which only benefit Phase #4 Assessed Property and are described in Section III.G.

"Phase #4 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #4, and (ii) the Phase #4 Improvements, which are described in Section III.

"Phase #5" means the fifth Phase to be developed, identified as "Phase #5" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown on the Final Plat Mustang Lakes Phase Five approved by the City on August 10, 2021, and recorded in the real property records of the County as Document No. 20210811010002910 on August 11, 2021.

"Phase #5 Additional Projects" mean the pro rata portion of the Additional Major Improvements allocable to Phase #5, which are described in Section III.C. The costs of the Phase #5 Additional Projects were paid for by the Developer without reimbursement.

"Phase #5 Assessed Property" means all Parcels within Phase #5 against which an Assessment relating to the Phase #5 Improvements is levied, as shown in the Phase #5 Assessment Roll.

"Phase #5 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #5 Assessed Property, or the Annual Installments thereof, for a portion of the Phase #5 Improvements.

"Phase #5 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix K**,** 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 Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #5 Improvements" mean the Authorized Improvements which only benefit Phase #5 Assessed Property and are described in Section III.H.

"Phase #5 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #5, and (ii) the Phase #5 Improvements, which are described in Section III.

"Phase #6" means the sixth Phase to be developed, identified as "Phase #6" and generally shown in the PID map in Appendix A, and as described in the legal description for Phase #6 in Appendix A.

"Phase #6 Assessed Property" means all Parcels within Phase #6 against which an Assessment relating to the Phase #6 Projects is levied, as shown in the Phase #6 Assessment Roll.

"Phase #6 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #6 Assessed Property, or the Annual Installments thereof, for the Phase #6 Projects.

"Phase #6 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix L**,** 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 Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #6 Improvements" mean the Authorized Improvements which only benefit Phase #6 Assessed Property and are described in Section III.I.

"Phase #6 Initial Projects" mean the pro rata portion of the Initial Major Improvements allocable to Phase #6.

"Phase #6 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Phase #6, and (ii) the Phase #6 Improvements, which are described in Section III.

"Phase #7" means the seventh Phase to be developed, identified as "Phase #7" and generally shown in the PID map in Appendix A, and as described in the legal description for Phase #7 in Appendix A.

"Phase #7 Assessed Property" means all Parcels within Phase #7 against which an Assessment relating to the Phase #7 Projects is levied, as shown in the Phase #7 Assessment Roll.

"Phase #7 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #7 Assessed Property, or the Annual Installments thereof, for the Phase #7 Projects.

"Phase #7 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix M**,** 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 Phases #2-9 Refunding and Improvement Bonds or in connection with any Annual Service Plan Update.

"Phase #7 Improvements" mean the Authorized Improvements which only benefit Phase #7 Assessed Property and are described in Section III.J.

"Phase #7 Initial Projects" mean the pro rata portion of the Initial Major Improvements allocable to Phase #7.

"Phase #7 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Phase #7, and (ii) the Phase #7 Improvements, which are described in Section III.

"Phases #2-7 Assessed Property" means collectively all Parcels within the Phase #2 Assessed Property, Phase #3 Assessed Property, Phase #4 Assessed Property, Phase #5 Assessed Property, Phase #6 Assessed Property, and the Phase #7 Assessed Property.

"Phases #2-7 Projects" mean (i) the Phase #2 Improvements, (ii) the Phase #3 Improvements, (iii) the Phase #4 Improvements, (iv) the Phase #5 Improvements, (v) the Phase #6 Projects, and (vi) the Phase #7 Projects.

"Phases #2-9 Major Improvement Area" means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Phases #2-9 Major Improvement Area Additional Projects" mean the pro rata portion of the Additional Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.C.

"Phases #2-9 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID against which an Assessment relating to the Phases #2-9 Major Improvement Area Initial Projects is levied.

"Phases #2-9 Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against the Phases #2-9 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phases #2-9 Major Improvement Area Initial Projects.

"Phases #2-9 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F, 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.

"Phases #2-9 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2015 (The Lakes at Mustang Ranch Public Improvement District Phases #2-9 Major Improvement Project)" previously issued by the City to finance the Phase #2-9 Major Improvement Area Initial Projects and which are being refunded by the Phases #2-9 Refunding and Improvement Bonds.

"Phases #2-9 Major Improvement Area Initial Projects" mean the pro rata portion of the Initial Major Improvements allocable to the Phases #2-9 Major Improvement Area and are described in Section III.B.

"Phases #2-9 Refunding and Improvement Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Refunding and Improvement Bonds, Series 2025 (The Lakes at Mustang Ranch Public Improvement District Major Improvement Area and Phases #2-7 Project)" that are secured by the Phase #2 Assessment Revenues, the Phase #3 Assessment Revenues, the Phase #4 Assessment Revenues, the Phase #5 Assessment Revenues, the Phase #6 Assessment Revenues, the Phase #7 Assessment Revenues, and the Phases #2-9 Major Improvement Area Assessment Revenues.

"Phases #8-9" means the eighth Phase to be jointly developed, identified as "Phases #8-9" and generally shown in the PID map in Appendix A, and as described in the legal description for Phases #8-9 in Appendix A.

"Phases #8-9 Assessed Property" means all Parcels within Phases #8-9 against which an Assessment relating to the Phases #8-9 Projects will be levied, as shown in the Phases #8-9 Assessment Roll.

"Phases #8-9 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phases #8-9 Assessed Property, or the Annual Installments thereof, for the Phases #8-9 Projects.

"Phases #8-9 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix N**,** 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.

"Phases #8-9 Improvements" mean the Authorized Improvements which only benefit Phases #8-9 Assessed Property and are described in Section III.K.

"Phases #8-9 Initial Projects" mean the pro rata portion of the Initial Major Improvements allocable to Phases #8-9.

"Phases #8-9 Projects" mean (i) the pro rata portion of the Additional Major Improvements allocable to Phases #8-9, and (ii) the Phases #8-9 Improvements, which are described in Section III.

"Phases #8-9 Improvement Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (The Lakes at Mustang Ranch Public Improvement District Phases #8-9 Project) that are secured by Phases #8-9 Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"Planned Development Regulations" mean the development regulations included as Exhibit D to the Amended and Restated Development Agreement dated as of October 23, 2014, and recorded in the Official Public Records of Collin County, Texas, on November 7, 2014, at document number 20141107001222280.

"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, real property, right-of-way and easements 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 Reimbursement Agreement – The Lakes at Mustang Ranch Public Improvement District, effective January 13, 2015, by and between the Developer and the City in which the Developer agrees to fund certain Actual Costs of Authorized Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by Section 372.023(d)(1) of the Act. Following the issuance of the Phases #2-9 Refunding and Improvement Bonds and the Phases #8-9 Improvement Bonds, all outstanding obligations under the Reimbursement Agreement will be satisfied when paid in accordance with the Reimbursement Agreement and the respective Indentures relating to such Bonds; and following the completion of all the Authorized Improvements and the satisfaction of such outstanding obligations, the Reimbursement Agreement will be terminated in accordance with its terms.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be updated and/or amended from time to time.

"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.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is located within the City limits and contains approximately 682 acres of land. A map of the property and each Phase within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,701 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to property within the PID. The estimated number of Lots (1,701) and the classification of each Lot are based upon the revised development plan.

The overall development plan that was last revised in 2024 is shown Table II-A.

Table II-A
Proposed Development – Last Revised 2024

Lot Type	Quantity	Measurement
Single Family – One acre	33	Units
Single Family – 100 Ft	60	Units
Single Family – 86 Ft	281	Units
Single Family – 74 Ft	359	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	325	Units
Single Family – 50 Ft	343	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,701**	**Units**

B. PROPERTY INCLUDED IN THE PHASES #2-9 MAJOR IMPROVEMENT AREA

The Phases #2-9 Major Improvement Area consists of approximately 504 acres and is projected to contain 1,366 single family residential units (including the 360 units in Phase #2, 195 single units in Phase #3, 9 units in Phase #4, 97 units in Phase #5, 257 units in Phase #6, 171 units in Phase #7, and 277 in Phases #8-9, as shown in Table II-B and in Appendix A.

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Table II-B
Phases #2-9 Major Improvement Area – Proposed Development

Lot Type	Quantity	Measurement
Single Family – One acre	15	Units
Single Family – 100 Ft	60	Units
Single Family – 86 Ft	233	Units
Single Family – 74 Ft	303	Units
Single Family – 65 Ft	167	Units
Single Family – 60 Ft	221	Units
Single Family – 50 Ft	234	Units
Single Family – 40 Ft	73	Units
Single Family – 35 Ft	60	Units
Total	**1,366**	**Units**

C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 178 acres and contains 335 single family residential units, as shown in Table II-C and in Appendix A.

Table II-C
Phase #1 Development

Lot Type	Quantity	Measurement
Single Family – One acre	18	Units
Single Family – 86 Ft	48	Units
Single Family – 74 Ft	56	Units
Single Family – 60 Ft	104	Units
Single Family – 50 Ft	109	Units
Total	**335**	**Units**

D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 104 acres and contains 360 single family residential units, as shown in Table II-D and in Appendix A.

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Table II-D
Phase #2 Development

Lot Type	Quantity	Measurement
Single Family – 100 Ft	4	Units
Single Family – 86 Ft	49	Units
Single Family – 74 Ft	68	Units
Single Family – 60 Ft	68	Units
Single Family – 50 Ft	171	Units
Total	**360**	**Units**

E. Property Included in Phase #3

Phase #3 consists of approximately 72 acres and contains 195 single family residential units, as shown in Table II-E and in Appendix A.

Table II-E
Phase #3 Development

Lot Type	Quantity	Measurement
Single Family – 86 Ft	25	Units
Single Family – 74 Ft	88	Units
Single Family – 60 Ft	82	Units
Total	**195**	**Units**

F. Property Included in Phase #4

Phase #4 consists of approximately 3.007 acres and contains 9 single family residential units, as shown in Table II-F and in Appendix A.

Table II-F
Phase #4 Development

Lot Type	Quantity	Measurement
Single Family – 86 Ft	2	Units
Single Family – 74 Ft	3	Units
Single Family – 60 Ft	2	Units
Single Family – 50 Ft	2	Units
Total	**9**	**Units**

G. Property Included in Phase #5

Phase #5 consists of approximately 35.835 acres and contains 97 single family residential units, as shown in Table II-G and in Appendix A.

Table II-G
Phase #5 Development

Lot Type	Quantity	Measurement
Single Family – One acre[1]	1	Units
Single Family – 86 Ft	58	Units
Single Family – 65 Ft	38	Units
Total	**97**	**Units**

[1]The one-acre lot within Phase #5 does not benefit from the Phase #5 Improvements and therefore has only been assessed for costs related to the Phases #2-9 Major Improvement Area Initial Projects and is not included in the Phase #5 Assessment Roll.

H. PROPERTY INCLUDED IN PHASE #6

Phase #6 consists of approximately 64.337 acres and contains 257 single family residential units, as shown in Table II-H and in Appendix A.

Table II-H
Phase #6 Development

Lot Type	Quantity	Measurement
Single Family – 74 Ft	61	Units
Single Family – 60 Ft	69	Units
Single Family – 50 Ft	61	Units
Single Family – 40 Ft	66	Units
Total	**257**	**Units**

I. PROPERTY INCLUDED IN PHASE #7

Phase #7 consists of approximately 100.467 acres and is projected to contain 171 single family residential units, as shown in Table II-I and in Appendix A.

Table II-I
Phase #7 Proposed Development

Lot Type	Quantity	Measurement
Single Family – One-Acre Ft	14	Units
Single Family – 100 Ft	54	Units
Single Family – 86 Ft	33	Units
Single Family – 74 Ft	39	Units
Single Family – 65 Ft	31	Units
Total	**171**	**Units**

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J. PROPERTY INCLUDED IN PHASES #8-9

Phases #8-9 consists of approximately 103.865 acres and is projected to contain 277 single family residential units, as shown in Table II-J and in Appendix A.

Table II-J
Phases #8-9 Proposed Development

Lot Type	Quantity	Measurement
Single Family – 100 Ft	2	Units
Single Family – 86 Ft	66	Units
Single Family – 74 Ft	44	Units
Single Family – 65 Ft	98	Units
Single Family – 40 Ft	7	Units
Single Family – 35 Ft	60	Units
Total	**277**	**Units**

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

Section 372.003 of the PID Act defines the improvements that may be undertaken by a municipality or county through the establishment of a public improvement district, as follows:

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 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 that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix C should be undertaken by the City for the benefit of the property within the PID.

B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The Initial Major Improvements benefit the entire PID. The Actual Costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

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.

Roadway Improvements:

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally, 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins, and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements have been constructed according to City standards.

Table III-A
Initial Major Improvement Costs

Authorized Improvements	Total Initial Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount[1]
Roadway Improvements	$10,366,268	$1,988,018	$8,378,250
Water improvements	$918,591	$176,165	$742,426
Sanitary sewer improvements	$1,651,669	$316,753	$1,334,916
Storm drainage improvements	$1,768,948	$339,245	$1,429,703
Soft and miscellaneous costs[2]	$427,195	$81,926	$1,692,977
Total Authorized Improvements	**$15,132,671**	**$2,902,107**	**$13,578,272**

[1]Allocation of Initial Major Improvements are based on the methodologies described in Section V.C and shown in Table V-A.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

The Additional Major Improvements benefit the entire PID. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Assessments have been levied against property within Phase #6 and Phase #7 and are being levied against property within Phases #8-9 to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #6, Phase #7, and Phases #8-9, respectively. The Actual Costs of the Additional Major Improvements allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 will be paid by the Developer without reimbursement.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B.

Roadway Improvements:

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks, street lights and appurtenances thereto. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally, 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, excavation of detention facilities, retaining walls, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Table III-B
Estimated Additional Major Improvement Costs

Authorized Improvements	Total Additional Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-9 Major Improvement Area Allocated Amount[1]
Roadway Improvements	$1,417,681	$282,136	$1,135,545
Water improvements	$182,128	$36,246	$145,882
Sanitary sewer improvements	$172,975	$34,424	$138,551
Storm drainage improvements	$285,348	$56,788	$228,560
Soft and miscellaneous costs	$80,026	$15,926	$64,100
Total Authorized Improvements	**$2,138,158**	**$425,520**	**$1,712,638**

[1]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D. Additional Major Improvements allocated to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 were paid for by the Developer without reimbursement. See Table III-C below for allocation.

The Phases #2-9 Major Improvement Area allocated amount of the Additional Major Improvements shown above is allocated to all Phases within the Phases #2-9 Major Improvement Area as shown in Table III-C.

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Table III-C
Estimated Additional Major Improvement Costs – Phases #2-9 Major Improvement Area Allocation to Phases #2-9

Authorized Improvements	Total Phases #2-9 Major Improvement Area Allocated Amount[1]	Phase #2, Phase #3, Phase #4, and Phase #5 Allocated Amount[2,3]	Phase #6 Allocated Amount[2]	Phase #7 Allocated Amount[2]	Phases #8-9 Allocated Amount[2]
Roadway Improvements	$1,135,545	$537,456	$177,109	$199,008	$221,972
Water improvements	$145,882	$69,046	$22,753	$25,566	$28,516
Sanitary sewer improvements	$138,551	$65,576	$21,610	$24,282	$27,083
Storm drainage improvements	$228,560	$108,178	$35,648	$40,056	$44,678
Soft and miscellaneous costs	$64,100	$30,339	$9,998	$11,234	$12,530
Total Authorized Improvements	**$1,712,638**	**$810,596**	**$267,117**	**$300,146**	**$334,779**

[1]See Table III-B.
[2]Allocation of Additional Major Improvements are based on the methodologies described in Section V.D and shown in Table V-D.
[3]Additional Major Improvements allocated to Phase #2, Phase #3, Phase #4, and Phase #5 were paid for by the Developer without reimbursement.

D. DESCRIPTION AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Initial Projects and the Actual Costs of the Phase #1 Additional Projects are shown in Table III-D.

Roadway Improvements:

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curbs, sidewalks, retaining walls, signage and traffic control devises. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #1 Improvements includes PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

Table III-D
Phase #1 Initial Project and Phase #1 Additional Project Costs

Authorized Improvements	Phase #1 Improvements[1]	Phase #1's Proportional Share of Initial Major Improvements[2]	Phase #1's Additional Projects	Total
Roadway improvements	$3,039,827	$1,988,018	$282,136	$5,309,981
Water improvements	$1,108,794	$176,165	$36,246	$1,321,205
Sanitary sewer improvements	$943,787	$316,753	$34,424	$1,294,964
Storm drainage improvements	$651,432	$339,245	$56,788	$1,047,464
Soft and miscellaneous costs	$626,775	$81,926	$15,926	$724,628
Total Authorized Improvements	**$6,370,615**	**$2,902,107**	**$425,520**	**$9,698,242**

[1]See Table III-A.
[2]See Table III-B. Additional Major Improvements allocated to Phase #1 were paid for by the Developer without reimbursement.

E. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #2 Initial Projects and the Actual Costs of the Phase #2 Additional Projects are shown in Table III-E.

Roadway Improvements:

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks, signage and traffic control devises. The Phase #2 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #2 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #2 water distribution system improvements have been constructed according to City standards.

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Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #2 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures and trench safety. The Phase #2 storm drainage collection system improvements have been constructed according to City standards.

Table III-E
Phase #2 Initial Project and Phase #2 Additional Project Costs

Authorized Improvements	Phase #2 Improvements[1]	Phase #2's Proportional Share of Initial Major Improvements[2]	Phase #2's Additional Projects[3]	Total
Roadway improvements	$2,170,986	$2,024,515	$273,602	$4,469,103
Water improvements	$740,466	$179,399	$35,149	$955,015
Sanitary sewer improvements	$826,596	$322,568	$33,383	$1,182,547
Storm drainage improvements	$914,871	$345,473	$55,070	$1,315,414
Soft and miscellaneous costs	$761,108	$409,090	$15,444	$1,185,642
Total Authorized Improvements	**$5,414,027**	**$3,281,045**	**$412,648**	**$9,107,720**

[1]Costs of the Phase #2 Improvements were paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #2 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #2 Assessment Revenues issued by the City.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #2's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #2's proportional share of Additional Major Improvements were paid solely by the Developer without reimbursement.

F. DESCRIPTIONS AND COSTS OF PHASE #3 IMPROVEMENTS

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #3 Initial Projects and the Actual Costs of the Phase #3 Additional Projects are shown in Table III-F.

Roadway Improvements:

The roadway portion of the Phase #3 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete

street pavements, ramps, sidewalks, signage and traffic control devises. The Phase #3 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #3 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #3 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #3 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #3 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #3 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, headwalls, detention structures and trench safety. The Phase #3 storm drainage collection system improvements have been constructed according to City standards.

Table III-F
Phase #3 Initial Project and Phase #3 Additional Project Costs

Authorized Improvements	Phase #3 Improvements[1]	Phase #3's Proportional Share of Initial Major Improvements[2]	Phase #3's Additional Projects[3]	Total
Roadway improvements	$1,919,000	$1,241,757	$165,936	$3,326,693
Water improvements	$727,000	$110,036	$21,318	$858,354
Sanitary sewer improvements	$554,000	$197,850	$20,246	$772,097
Storm drainage improvements	$965,000	$211,899	$33,399	$1,210,298
Soft and miscellaneous costs	$212,000	$250,919	$9,367	$472,286
Total Authorized Improvements	**$4,377,000**	**$2,012,462**	**$250,266**	**$6,639,728**

[1]Costs of the Phase #3 Improvements were paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #3 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #3 Assessment Revenues issued by the City.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #3's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #3's proportional share of Additional Major Improvements were paid solely by the Developer without reimbursement.

G. DESCRIPTION AND COSTS OF PHASE #4 IMPROVEMENTS

The Phase #4 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #4 Initial Projects and the Actual Costs of the Phase #4 Additional Projects are shown in Table III-G.

Roadway Improvements:

The roadway portion of the Phase #4 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #4 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #4 Improvements includes PVC waterlines and miscellaneous fittings. The Phase #4 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #4 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #4 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #4 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #4 storm drainage collection system improvements have been constructed according to City standards.

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Table III-G
Phase #4 Initial Project and Phase #4 Additional Project Costs

Authorized Improvements	Phase #4 Improvements[1]	Phase #4's Proportional Share of Initial Major Improvements[2]	Phase #4's Additional Projects[3]	Total
Roadway improvements	$222,000	$56,019	$7,513	$285,532
Water improvements	$48,000	$4,964	$965	$53,929
Sanitary sewer improvements	$33,000	$8,926	$917	$42,842
Storm drainage improvements	$33,000	$9,559	$1,512	$44,071
Soft and miscellaneous costs	$56,000	$11,320	$424	$67,744
Total Authorized Improvements	**$392,000**	**$90,788**	**$11,330**	**$494,118**

[1]Costs of the Phase #4 Improvements were paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #4 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #4 Assessment Revenues issued by the City.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #4's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #4's proportional share of Additional Major Improvements were paid solely by the Developer without reimbursement.

H. DESCRIPTIONS AND COSTS OF PHASE #5 IMPROVEMENTS

The Phase #5 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #5 Initial Projects and the Actual Costs of the Phase #5 Additional Projects are shown in Table III-H.

Roadway Improvements:

The roadway portion of the Phase #5 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #5 roadway improvements have been constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #5 Improvements includes PVC waterlines and miscellaneous fittings. The Phase #5 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #5 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase

#5 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #5 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #5 storm drainage collection system improvements will be constructed according to City standards.

Table III-H
Phase #5 Initial Project and Phase #5 Additional Project Costs

Authorized Improvements	Phase #5 Improvements[1]	Phase #5's Proportional Share of Initial Major Improvements[2]	Phase #5's Additional Projects[3]	Total
Roadway improvements	$1,819,522	$686,941	$90,406	$2,596,869
Water improvements	$561,505	$60,872	$11,614	$633,992
Sanitary sewer improvements	$372,977	$109,451	$11,031	$493,459
Storm drainage improvements	$527,430	$117,223	$18,197	$662,850
Soft and miscellaneous costs	$182,761	$138,809	$5,103	$326,673
Total Authorized Improvements	**$3,464,195**	**$1,113,296**	**$136,351**	**$4,713,842**

[1]Costs of the Phase #5 Improvements have been paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #5 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #5 Assessment Revenues issued by the City.

[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #5's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.

[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #5's proportional share of Additional Major Improvements were paid solely by the Developer without reimbursement.

I. DESCRIPTION OF ESTIMATED COSTS OF PHASE #6 IMPROVEMENTS

The Phase #6 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #6 Initial Projects and Phase #6 Projects are shown in Table III-I 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 #6 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #6 roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #6 Improvements includes PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #6 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #6 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #6 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #6 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #6 storm drainage collection system improvements will be constructed according to City standards.

Table III-I
Phase #6 Initial Project and Phase #6 Project Costs

Authorized Improvements	Phase #6 Improvements[1]	Phase #6's Proportional Share of Initial Major Improvements[2]	Phase #6's Proportional Share of Additional Major Improvements[3]	Total
Roadway improvements	$2,868,493	$1,293,775	$177,109	$4,339,377
Water improvements	$929,716	$114,646	$22,753	$1,067,115
Sanitary sewer improvements	$882,344	$206,139	$21,610	$1,110,093
Storm drainage improvements	$675,593	$220,776	$35,648	$932,017
Soft and miscellaneous costs	$344,797	$261,431	$9,998	$616,226
Total Phase #6 Improvement Costs	**$5,700,944**	**$2,096,766**	**$267,117**	**$8,064,828**

[1]Costs of the Phase #6 Improvements were paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #6 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #6 Assessment Revenues issued by the City.
[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #6's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceed of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.
[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #6's proportional share of Additional Major Improvements will be reimbursed to the Developer solely by the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by the Phase #6 Assessment Revenues.

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J. DESCRIPTION OF ESTIMATED COSTS OF PHASE #7 IMPROVEMENTS

The Phase #7 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #7 Initial Projects and Phase #7 Projects are shown in Table III-J 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 #7 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phase #7 roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phase #7 Improvements includes PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phase #7 water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phase #7 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #7 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phase #7 Improvements includes pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phase #7 storm drainage collection system improvements will be constructed according to City standards.

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Table III-J
Estimated Phase #7 Initial Project and Phase #7 Project Costs

Authorized Improvements	Phase #7 Improvements[1]	Phase #7's Proportional Share of Initial Major Improvements[2]	Phase #7's Proportional Share of Additional Major Improvements[3]	Total
Roadway improvements	$4,046,257	$1,453,748	$199,008	$5,699,014
Water improvements	$1,138,466	$128,822	$25,566	$1,292,854
Sanitary sewer improvements	$1,047,775	$231,627	$24,282	$1,303,684
Storm drainage improvements	$1,017,931	$248,074	$40,056	$1,306,061
Soft and miscellaneous costs	$320,612	$293,756	$11,234	$625,602
Total Phase #7 Improvement Costs	**$7,571,041**	**$2,356,028**	**$300,146**	**$10,227,215**

[1]Costs of the Phase #7 Improvements will be paid by the Developer, and a portion of such costs have been reimbursed to the Developer from the Phase #7 Assessment Revenues under the terms of the Reimbursement Agreement. A portion of the remaining costs will be reimbursed to the Developer solely from the proceeds of the Phases #2-9 Refunding and Improvement Bonds secured in part by Phase #7 Assessment Revenues issued by the City.
[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phase #7's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.
[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phase #7's proportional share of Additional Major Improvements will be reimbursed to the Developer solely by the proceeds of the Phases #2-9 Refunding and Improvement Bonds, secured in part by the Phase #7 Assessment Revenues.

K. DESCRIPTION OF ESTIMATED COSTS OF PHASES #8-9 IMPROVEMENTS

The Phases #8-9 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phases #8-9 Initial Projects and Phases #8-9 Projects are shown in Table III-K 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 Phases #8-9 Improvements include clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, ramps, sidewalks and signage. The Phases #8-9 roadway improvements will be constructed according to City standards.

Water Improvements:

The water distribution system portion of the Phases #8-9 Improvements include PVC waterlines, various sized gate valves and boxes, fire hydrants, and miscellaneous fittings. The Phases #8-9 water distribution system improvements will be constructed according to City standards.

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Sanitary Sewer Improvements:

The sanitary sewer collection system portion of the Phases #8-9 Improvements includes various sizes of PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phases #8-9 sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements:

The storm drainage collection system portion of the Phases #8-9 Improvements include pre and post development erosion control, silt fences, various size R.C.B.s, storm inlets, headwalls, curb inlets, curlex with seed and trench safety. The Phases #8-9 storm drainage collection system improvements will be constructed according to City standards.

Table III-K
Estimated Phases #8-9 Initial Project and Phases #8-9 Project Costs

Authorized Improvements	Phases #8-9 Improvements[1]	Phases #8-9's Proportional Share of Initial Major Improvements[2]	Phases #8-9's Proportional Share of Additional Major Improvements[3]	Total
Roadway improvements	$3,326,530	$1,621,494	$221,972	$5,169,996
Water improvements	$1,559,651	$143,686	$28,516	$1,731,854
Sanitary sewer improvements	$1,570,362	$258,355	$27,083	$1,855,800
Storm drainage improvements	$1,952,086	$276,699	$44,678	$2,273,463
Soft and miscellaneous costs	$906,031	$327,652	$12,530	$1,246,213
Total Phases #8-9 Improvement Costs	**$9,314,659**	**$2,627,887**	**$334,779**	**$12,277,325**

[1]Costs of the Phases #8-9 Improvements will be paid by the Developer and a portion of such costs will be reimbursed to the Developer solely from the proceeds of the Phases #8-9 Improvement Bonds secured by Phases #8-9 Assessment Revenues issued by the City.
[2]Allocation of Initial Major Improvements costs are based on the methodologies described in Section V.C. Costs of Phases #8-9's proportional share of Initial Major Improvements were paid solely from: (i) the proceeds of the Phases #2-9 Major Improvement Area Bonds, (ii) the proceeds of the Phases #2-9 Refunding and Improvement Bonds, or (iii) from Developer funds without reimbursement.
[3]Allocation of Additional Major Improvements costs are based on the methodologies described in Section V.D. Costs of Phases #8-9's proportional share of Additional Major Improvements will be reimbursed to the Developer solely by the proceeds of the Phases #8-9 Improvement Bonds, secured by the Phases #8-9 Assessment Revenues.

The detailed costs of the Authorized Improvements are shown in Appendix B of this Service and Assessment Plan. Savings from one line item may be applied to a cost increase in another line item payable from the same Assessments. These savings from one line item may be applied only to increases in costs of another line item for the Authorized Improvements within the same Phase; or in the case of the Initial Major Improvements and Additional Major Improvements from one line item to another line item of Initial Major Improvements or Additional Major Improvements, respectively.

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IV. SERVICE PLAN

A. 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. The Initial Major Improvements and the Phase #1 Improvements were completed and accepted by the City in 2016. The Phase #2 Improvements were completed and accepted by the City in 2017. The Phase #3 Improvements were completed and accepted by the City in 2020. The Phase #4 Improvements were completed and accepted by the City in 2020. The Phase #5 Improvements were completed and accepted by the City in 2021. The Phase #6 Improvements were completed and accepted by the City in June 2022. The Phase #7 Improvements are completed and accepted by the City in the first quarter of 2023. The Phases #8-9 Improvements are under construction and anticipated to be completed and accepted by the City in the 2nd quarter of 2025. Construction of the Additional Major Improvements commenced in June 2022 and is anticipated to be completed and accepted by the City in 2025.

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 and Actual Costs of the Authorized Improvements, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Phases #2-9 Major Improvement Area Bonds were issued in 2015 to finance a portion of the Phases #2-9 Major Improvement Area Initial Projects. A portion of the remaining costs of the Phases #2-9 Major Improvement Area Initial Projects were secured under the Reimbursement Agreement. Table IV-A.1 summarizes the updated sources and uses of funds required to construct the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects (which were not payable at the time of issuance of the Phases #2-9 Major Improvement Area Bonds), establish the PID, and issue the Phases #2-9 Major Improvement Area Bonds. The Actual Costs for Phases #2-9 Major Improvement Area Initial Projects, the Budgeted Costs of the Phases #2-9 Major Improvement Area Additional Projects, the costs related to the issuance of the Phases #2-9 Major Improvement Area Bonds, and the costs related to expenses incurred in the establishment, administration and operation of the PID is $19,863,034 as shown in Table IV-A.1. As noted previously and shown in Table IV-A.1, the costs of the Phases #2-9 Major Improvement Area Additional Projects allocable to Phases #1-5 will be paid by the Developer without reimbursement. A portion of the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phase #6 and Phase #7 are anticipated to be paid from the proceeds of the Phases #2-9 Refunding and Improvement Bonds and the portion of the costs of the Phases #2-9 Additional Major Improvement Area Additional Projects allocable to Phases #8-9 are anticipated to be paid from the proceeds of the Phases #8-9 Improvement Bonds.

The Phases #2-9 Refunding and Improvement Bonds are being issued to refund the Phases #2-9 Major Improvement Area Bonds, and to acquire the portion of the Phases #2-9 Major Improvement Area Initial Projects secured under the terms of the Reimbursement Agreement as well as to acquire the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, the Phase #6 Projects, and the Phase #7 Projects, all of which are currently secured under the Reimbursement Agreement. The Actual Costs for the

portion of the Phases #2-9 Major Improvement Area Initial Projects secured under the terms of the Reimbursement Agreement and Phases #2-7 Projects, plus costs related to the issuance of the Phases #2-9 Refunding and Improvement Bonds (including the refunding of the Phases #2-9 Major Improvement Area Bonds), and payment of expenses incurred in the administration and operation of the PID is $47,442,529 as shown in Table IV-A.2.

The Phases #8-9 Improvement Bonds are being issued to finance the Phase #8-9 Projects. The Budgeted Costs for Phases #8-9 Projects, plus costs related to the issuance of the Phases #8-9 Improvement Bonds, and payment of expenses incurred in the administration and operation of the PID is $12,014,339 shown in Table IV-L.

The Phase #1 Bonds were issued in 2015 to finance a portion of the Phase #1 Initial Projects. Table IV-B shows the updated sources and uses of the Phase #1 Bonds. The Actual Costs for Phase #1 Initial Projects and the Budgeted Costs of the Phase #1 Additional Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series and payment of expenses incurred in the establishment, administration and operation of the PID is $11,397,743 as shown in Table IV-B. As noted previously and shown in Table IV-B, the costs of the Phase #1 Additional Projects will be paid by the Developer without reimbursement.

The Phase #1 Refunding Bonds were issued in 2020 to refund the Phase #1 Bonds and were secured by the Phase #1 Assessments. The Actual Costs for Phase #1 Initial Projects plus costs related to the issuance of the Phase #1 Bonds and the Phase #1 Refunding Bonds for Phase #1 Initial Projects and payment of expenses incurred in the establishment, administration and operation of the PID is $9,808,026 as shown in Table IV-C.

Phases #2-9 Major Improvement Area

Table IV-A.1 shows the original updated sources and uses of the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects prior to the issuance of the Phases #2-9 Refunding and Improvement Bonds.

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Table IV-A.1
Updated Sources and Uses – Phases #2-9 Major Improvement Area

Sources of Funds	Phases # 2-9 Major Improvement Bonds	Reimbursement Agreement	Other Financing Sources (Reimbursable[1])	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$13,150,000	$5,000,000	$0	$0	$18,150,000
Other financing sources	$0	$0	$903,192	$809,842	$1,713,034
Total Sources	**$13,150,000**	**$5,000,000**	**$903,192**	**$809,842**	**$19,863,034**
Uses of Funds					
Initial Major Improvements					
Roadway improvements	$6,315,471	$2,062,779	$0	$0	$8,378,250
Water improvements	$468,504	$273,922	$0	$0	$742,426
Sanitary sewer improvements	$859,158	$475,758	$0	$0	$1,334,916
Storm drainage improvements	$712,550	$717,153	$0	$0	$1,429,703
Soft and miscellaneous costs	$222,589	$1,470,388	$0	$0	$1,692,977
Subtotal Initial Major Improvements	*$8,578,272*	*$5,000,000*	*$0*	*$0*	*$13,578,272*
Additional Major Improvements					
Roadway improvements	$0	$0	$598,851	$536,957	$1,135,808
Water improvements	$0	$0	$76,934	$68,982	$145,916
Sanitary sewer improvements	$0	$0	$73,067	$65,515	$138,583
Storm drainage improvements	$0	$0	$120,536	$108,078	$228,613
Soft and miscellaneous costs	$0	$0	$33,804	$30,310	$64,115
Subtotal Additional Major Improvements	*$0*	*$0*	*$903,192*	*$809,842*	*$1,713,034*
Bond Issuance Costs					
Debt service reserve	$1,073,375	$0	$0	$0	$1,073,375
Capitalized interest	$1,590,250	$0	$0	$0	$1,590,250
Bond issuance costs	$1,908,104	$0	$0	$0	$1,908,104
Subtotal Bond Issuance Costs	*$4,571,728*	*$0*	*$0*	*$0*	*$4,571,728*
Total Uses	**$13,150,000**	**$5,000,000**	**$903,192**	**$809,842**	**$19,863,034**

[1]The Additional Major Improvements allocable to Phase #6 and Phase #7 are anticipated to be paid from the proceeds of the Phases #2-9 Refunding and Improvement Bonds. The Additional Major Improvements allocable to Phases #8-9 are anticipated to be paid from the proceeds of the Phases #8-9 Improvement Bonds.
[2]The Additional Major Improvements allocable to Phase #2, Phase #3, Phase #4, and Phase #5 are non-reimbursable and were financed by the Developer.

The Phases #2-9 Major Improvement Area Bonds shown in Table IV-A.1 were issued in 2015 and were used to pay and/or reimburse the Developer for a portion of the costs of Phases #2-9 Major Improvement Area Initial Projects. A portion of the costs of the Phases #2-9 Major Improvement Area Initial Projects that were previously payable under the Reimbursement Agreement will be acquired with the proceeds of the Phases #2-9 Refunding and Improvement Bonds. The remaining costs of the Phases #2-9 Major Improvement Area Initial Projects as well as the costs of the Phases #2-9 Major Improvement Area Additional Projects, allocable to Phase #1, Phase #2, Phase #3, Phase #4, and Phase #5 are being financed by the Developer were not assessed against property within such Phases and will not be reimbursed to the Developer.

All tables in this section are rounded to the nearest dollar for presentation purposes.

On January 14, 2025, the City anticipates the approval of the issuance of the Phases #2-9 Refunding and Improvement Bonds in the total par amount of approximately $34,191,000 to refund the Phases #2-9 Major Improvement Area Bonds, and to acquire the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-7 Projects. Table IV-A.2 shows the sources and uses of the Phases #2-9 Refunding and Improvement Bonds.

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Table IV-A.2
Updated Projected Sources and Uses – Phases #2-9 Refunding and Improvement Bonds

Sources of Funds	Portion to refund the Phases #2-9 Major Improvement Area Bonds	Portion to acquire remaining Phases #2-9 Major Improvement Area Initial Projects	Portion to acquire Phases #2-7 Projects	Total
Bond par amount	$8,837,000	$2,678,000	$22,569,000	$34,084,000
Bond Premium[1]	$502,009	$151,948	$839,526	$1,493,483
Principal previously Paid on Reimbursement Agreement	$0	$2,294,783	$2,992,270	$5,289,130
Other Funding Sources[2]	$0	$187,446	$4,723,932	$4,909,301
Principal Refunding Savings	$0	$8,480	$2,422	$10,902
Available to Trust Balances	$1,655,713	$0	$0	$1,655,713
Total Sources	**$10,994,722**	**$5,320,657**	**$31,127,150**	**$47,442,529**
Uses of Funds				
Deposit to Escrow Fund for Phase #1 Refunding Bonds	$9,927,289	$0	$0	$9,927,289
Initial Major Improvements				
Roadway improvements	$0	$2,062,779	$0	$2,062,779
Water improvements	$0	$273,922	$0	$273,922
Sanitary sewer improvements	$0	$475,758	$0	$475,758
Storm drainage improvements	$0	$717,153	$0	$717,153
Soft and miscellaneous costs	$0	$1,470,388	$0	$1,470,388
Subtotal Initial Major Improvements	*$0*	*$5,000,000*	*$0*	*$5,000,000*
Phase Direct Improvements[3]				
Roadway improvements	$0	$0	$13,046,258	$13,046,258
Water improvements	$0	$0	$4,145,153	$4,145,153
Sanitary sewer improvements	$0	$0	$3,716,692	$3,716,692
Storm drainage improvements	$0	$0	$4,133,825	$4,133,825
Other soft and miscellaneous costs	$0	$0	$1,877,278	$1,877,278
Subtotal Phase Direct Improvements	*$0*	*$0*	*$26,919,207*	*$26,919,207*
Additional Major Improvements[4]				
Roadway improvements	$0	$0	$913,574	$913,574
Water improvements	$0	$0	$117,366	$117,366
Sanitary sewer improvements	$0	$0	$111,468	$111,468
Storm drainage improvements	$0	$0	$183,882	$183,882
Other soft and miscellaneous costs	$0	$0	$51,570	$51,570
Subtotal Additional Major Improvements	*$0*	*$0*	*$1,377,859*	*$1,377,859*
First Year Administrative Expenses	$0	$0	$50,000	$50,000
Refunding Bond Issuance Costs				
Debt service reserve	$182,323	$55,238	$465,523	$703,084
Issuance Costs	$410,609	$121,258	$1,021,906	$1,553,772
Additional Interest	$88,370	$26,780	$225,690	$340,840
Underwriter's Discount	$265,110	$80,340	$677,070	$1,022,520
Surety Bond	$6,159	$1,945	$17,241	$25,345
Bond Insurance Premium	$114,863	$35,096	$372,654	$522,612
Subtotal Refunding Bond Issuance Costs	*$1,067,433*	*$320,657*	*$2,780,084*	*$4,168,174*
Total Uses	**$10,994,722**	**$5,320,657**	**$31,127,150**	**$47,442,529**

[1]Bond Premium is shown separately for the refunding portion of the Phases #2-9 Refunding and Improvement Bonds, the portion of the Phases #2-9 Refunding and Improvement Bonds to acquire the Phases #2-9 Major Improvement Area Initial Projects, and the portion of the Phases #2-9 Refunding and Improvement Bonds to acquire the Phases #2-7 Projects, as shown Table IV-L for each Phase.

[2]Represents costs of the Phases #2-9 Major Improvement Area Initial Project, Phases #2-7 Projects and portions of the Additional Major Improvements allocable to Phases #2-5 that have been or will be paid for by Developer without reimbursement.

[3]Phase direct improvements refer to the Phase #2 Improvements, Phase #3 Improvements, Phase #4 Improvements, Phase #5 Improvements, Phases #6 Projects and Phase #7 Projects and the breakdown for each can be found in Table IV-L.

[4]The Additional Major Improvements allocable to Phase #2 through Phase #5 in the amount of $810,596 as shown in Table III-C were financed by the Developer and not from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The Additional Major Improvements allocable to Phase #6 in the amount of $267,117 and Phase #7 in the amount of $300,146 as shown in Table III-C are being financed as part of the Phases #2-7 Projects portion of the Phases #2-9 Refunding and Improvement Bonds.

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Phase #1

Table IV-B shows the updated sources and uses of the Phase #1 Initial Projects and Phase #1 Additional Projects.

Table IV-B
Updated and Sources and Uses –Phase #1

Sources of Funds	Phase #1 Bonds	Other Financing Sources (Non-Reimbursable[2])	Total
Bond par amount	$9,000,000	$0	$9,000,000
Developer contribution[1]	$1,972,619	$0	$1,972,619
Other financing sources	$0	$425,124	$425,124
Total Sources	**$10,972,619**	**$425,124**	**$11,397,743**
Uses of Funds			
Initial Major Improvements			
Roadway improvements	$1,988,018	$0	$1,988,018
Water improvements	$176,165	$0	$176,165
Sanitary sewer improvements	$316,753	$0	$316,753
Storm drainage improvements	$339,245	$0	$339,245
Soft and miscellaneous costs	$81,926	$0	$81,926
Subtotal Initial Major Improvements	*$2,902,107*	*$0*	*$2,902,107*
Phase #1 Improvements			
Roadway improvements	$3,039,827	$0	$3,039,827
Water improvements	$1,108,794	$0	$1,108,794
Sanitary sewer improvements	$943,787	$0	$943,787
Storm drainage improvements	$651,432	$0	$651,432
Soft and miscellaneous costs	$626,775	$0	$626,775
Subtotal Phase #1 Improvements	*$6,370,615*	*$0*	*$6,370,615*
Additional Major Improvements[2]			
Roadway improvements	$0	$281,873	$281,873
Water improvements	$0	$36,212	$36,212
Sanitary sewer improvements	$0	$34,392	$34,392
Storm drainage improvements	$0	$56,735	$56,735
Soft and miscellaneous costs	$0	$15,911	$15,911
Subtotal Additional Major Improvements	*$0*	*$425,124*	*$425,124*
Bond Issuance Costs:			
Debt service reserve	$727,844	$0	$727,844
Capitalized interest	$456,939	$0	$456,939
Other Bond issuance costs	$515,114	$0	$515,114
Subtotal Bond Issuance Costs	*$1,699,897*	*$0*	*$1,699,897*
Total Uses	**$10,972,619**	**$425,124**	**$11,397,743**

[1]The Developer contribution amount includes amount deposited in connection with the Phase #1 Bonds and Phase #1 share of the Initial Major Improvements and includes the Actual Costs for the Phase #1 Additional Projects paid for directly by the Developer.
[2]The Additional Major Improvements allocable to Phase #1 are non-reimbursable and were financed by the Developer.

The Phase #1 Bonds shown in Table IV-B were issued in 2015 and were used to pay and/or reimburse the Developer for a portion of the costs of Phase #1 Initial Projects. A portion of the costs of Phase #1 Initial Projects were financed through contributions made by the Developer. The remaining costs of the Phase #1 Initial Projects and the Phase #1 Additional Projects are being financed by the Developer and will not be assessed or reimbursed.

On August 11, 2020, the City approved issuance of the Phase #1 Refunding Bonds in the total par amount of $7,750,000 to refund the Phase #1 Bonds. Table IV-C shows the sources and uses of the Phase #1 Refunding Bonds.

Table IV-C
Updated Sources and Uses – Phase #1 - Refunding

Sources of Funds	**Total**
Bond par amount	$7,750,000
Bond Premium	$436,658
Available Trust Fund Balances	$1,621,369
Total Sources	**$9,808,026**
Uses of Funds	
Deposit to Escrow Fund for Phase #1 Refunding Bonds	$8,910,266
Bond issuance costs	
Reserve Fund	$134,259
Cost of Issuance	$384,712
Other bond issuance costs	$378,789
Subtotal: Bond issuance costs	*$897,760*
Total Uses	**$9,808,026**

The outstanding principal due, interest due, and additional interest due for Prepayment reserve and delinquency reserve for the Phase #1 Bonds from 2021 to 2040 were $8,225,000, $5,869,063, and $509,250, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) at the time the Phase #1 Refunding Bonds were issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #1 Refunding Bonds from 2021 to 2040 were $7,750,000, $2,741,550, and $454,025, respectively, for 335 Lots less 3 prepaid Lots (332 Lots) following the issuance of the Phase #1 Refunding Bonds. As a result, the principal, interest, and Additional Interest Reserve net refunding savings from the Phase #1 Refunding Bonds are $475,000, $3,127,512, and $55,225, respectively, totaling $3,657,737. Table IV-D shows a summary of net savings from the refunding.

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Table IV-D
Summary of Savings –Phase #1 Refunding Bonds (Series 2020)

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #1 Bonds - Original	335	2015-2040	$9,000,000	$8,647,400	$485,335	$755,125	$18,887,860
Phase #1 Bonds - Outstanding	332	2021-2040	$8,225,000	$5,869,063	$391,422	$509,250	$14,994,735
Phase #1 Refunding Bonds	332	2021-2040	$7,750,000	$2,741,550	$391,422	$454,025	$11,336,998
Net Refunding related savings			**$475,000**	**$3,127,512**	**$0**	**$55,225**	**$3,657,737**

Phase #2

Under the Reimbursement Agreement, a portion of the Actual Costs of the Phase #2 Improvements is secured by Assessments levied against Phase #2 Assessed Property (i.e., the Phase #2 Assessment Revenues). The Phase #2 Assessment Revenues related to the Phase #2 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Actual Costs for Phase #2 Improvements are $5,414,027.

The costs of the Additional Major Improvements allocable to Phase #2 in the amount of $412,648 were paid for by the Developer; and such costs are not secured under the Reimbursement Agreement and will not be reimbursed to the Developer as no Assessments were levied against the Phase #2 Assessed Property for such costs.

Table IV-E.1 shows the sources and uses for Phase #2 Improvements and Phase #2 Additional Projects.

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Table IV-E.1
Updated Sources and Uses –Phase #2 - Original

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$5,300,000	$0	$5,300,000
Other funding sources	$114,027	$412,648	$526,675
Total Sources	**$5,414,027**	**$412,648**	**$5,826,675**
Uses of Funds			
Phase #2 Improvements			
Roadway improvements	$2,170,986	$0	$2,170,986
Water improvements	$740,466	$0	$740,466
Sanitary sewer improvements	$826,596	$0	$826,596
Storm drainage improvements	$914,871	$0	$914,871
Other soft and miscellaneous costs	$761,108	$0	$761,108
Subtotal Phase #2 Improvements	*$5,414,027*	*$0*	*$5,414,027*
Phase #2 Additional Projects[1]			
Roadway improvements	$0	$273,602	$273,602
Water improvements	$0	$35,149	$35,149
Sanitary sewer improvements	$0	$33,383	$33,383
Storm drainage improvements	$0	$55,070	$55,070
Soft and miscellaneous costs	$0	$15,444	$15,444
Subtotal Phase #2 Additional Projects	*$0*	*$412,648*	*$412,648*
Total Uses	**$5,414,027**	**$412,648**	**$5,826,675**

[1]The Phase #2 Additional Projects are non-reimbursable and were financed by the Developer.

A portion of the costs of Phase #2 Improvements will be paid to the Developer from the proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #2 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-E.2 and summarized in Table IV-L.

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Table IV-E.2
Updated Sources and Uses –Phase #2 - Updated

Sources of Funds	Phase #2's Portion of the Phases #2-7 Projects	Other Financing Sources (Non-Reimbursable[1])	Total
Par Amount	$4,260,000	$0	$4,260,000
Bond Premium	$0	$205,036	$205,036
Assessment Previously Applied to Reimbursement Agreement	$1,037,036	$0	$1,037,036
Other Funding Sources	$114,027	$727,701	$841,728
Refunding Savings	$887	$0	$887
Total Sources	**$5,411,950**	**$932,737**	**$6,344,688**
Uses of Funds			
Phase #2 Improvements			
Roadway improvements	$2,170,986	$0	$2,170,986
Water improvements	$740,466	$0	$740,466
Sanitary sewer improvements	$826,596	$0	$826,596
Storm drainage improvements	$914,871	$0	$914,871
Other soft and miscellaneous costs	$761,108	$0	$761,108
Subtotal Phase #2 Improvements	*$5,414,027*	*$0*	*$5,414,027*
Phase #2 Additional Projects[1]			
Roadway improvements	$0	$273,602	$273,602
Water improvements	$0	$35,149	$35,149
Sanitary sewer improvements	$0	$33,383	$33,383
Storm drainage improvements	$0	$55,070	$55,070
Soft and miscellaneous costs	$0	$15,444	$15,444
Subtotal Phase #2 Additional Projects	*$0*	*$412,648*	*$412,648*
Bond Issuance Costs			
Reserve Fund	$0	$87,870	$87,870
Cost of Issuance	$0	$192,889	$192,889
Underwriter's Discount	$0	$127,800	$127,800
Additional Interest	$0	$42,600	$42,600
Surety Bond	$0	$4,599	$4,599
Bond Insurance	$0	$62,254	$62,254
Subtotal Bond Issuance Costs	*$0*	*$518,012*	*$518,012*
Total Uses	**$5,414,027**	**$930,661**	**$6,344,688**

[1]The Phase #2 Additional Projects are non-reimbursable and were financed by the Developer.

Phase #3

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #3 Improvements is secured by Assessments levied against Phase #3 Assessed Property (i.e., the Phase #3 Assessment Revenues). The Phase #3 Assessment Revenues related to the Phase #3 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area

Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Actual Costs for Phase #3 Improvements are $4,377,000.

The costs of the Additional Major Improvements allocable to Phase #3 in the amount of $250,266 were paid for by the Developer; and such costs are not secured under the Reimbursement Agreement and will not be reimbursed to the Developer as no Assessments were levied against the Phase #3 Assessed Property for such costs.

Table IV-F.1 shows the sources and uses for Phase #3 Improvements and Phase #3 Additional Projects.

Table IV-F.1
Updated Sources and Uses –Phase #3 - Original

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$3,700,000	$0	$3,700,000
Other funding sources	$677,000	$250,266	$927,266
Total Sources	**$4,377,000**	**$250,266**	**$4,627,266**
Uses of Funds			
Phase #3 Improvements			
Roadway improvements	$1,919,000	$0	$1,919,000
Water improvements	$727,000	$0	$727,000
Sanitary sewer improvements	$554,000	$0	$554,000
Storm drainage improvements	$965,000	$0	$965,000
Other soft and miscellaneous costs	$212,000	$0	$212,000
Subtotal Phase #3 Improvements	*$4,377,000*	*$0*	*$4,377,000*
Phase #3 Additional Projects[1]			
Roadway improvements	$0	$165,936	$165,936
Water improvements	$0	$21,318	$21,318
Sanitary sewer improvements	$0	$20,246	$20,246
Storm drainage improvements	$0	$33,399	$33,399
Soft and miscellaneous costs	$0	$9,367	$9,367
Subtotal Phase #3 Additional Projects	*$0*	*$250,266*	*$250,266*
Total Uses	**$4,377,000**	**$250,266**	**$4,627,266**

[1]The Phase #3 Additional Projects are non-reimbursable and were financed by the Developer.

A portion of the costs of Phase #3 Improvements will be paid to the Developer from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #3 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-F.2 and summarized in Table IV-L.

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Table IV-F.2
Updated Sources and Uses –Phase #3 - Updated

Sources of Funds	Phase #3's Portion of the Phases #2-7 Projects	Other Financing Sources (Non-Reimbursable[1])	Total
Par Amount	$2,923,000	$0	$2,923,000
Bond Premium	$0	$116,828	$116,828
Assessment Previously Applied to Reimbursement Agreement	$776,906	$0	$776,906
Other Funding Sources	$677,000	$492,159	$1,169,159
Refunding Savings	$94	$0	$94
Total Sources	**$4,377,000**	**$608,987**	**$4,985,987**
Uses of Funds			
Phase #3 Improvements			
Roadway improvements	$1,919,000	$0	$1,919,000
Water improvements	$727,000	$0	$727,000
Sanitary sewer improvements	$554,000	$0	$554,000
Storm drainage improvements	$965,000	$0	$965,000
Other soft and miscellaneous costs	$212,000	$0	$212,000
Subtotal Phase #3 Improvements	*$4,377,000*	*$0*	*$4,377,000*
Phase #3 Additional Projects[1]			
Roadway improvements	$0	$165,936	$165,936
Water improvements	$0	$21,318	$21,318
Sanitary sewer improvements	$0	$20,246	$20,246
Storm drainage improvements	$0	$33,399	$33,399
Soft and miscellaneous costs	$0	$9,367	$9,367
Subtotal Phase #3 Additional Projects	*$0*	*$250,266*	*$250,266*
Bond Issuance Costs			
Reserve Fund	$0	$60,292	$60,292
Cost of Issuance	$0	$132,351	$132,351
Underwriter's Discount	$0	$87,690	$87,690
Additional Interest	$0	$29,230	$29,230
Surety Bond	$0	$2,780	$2,780
Bond Insurance	$0	$46,378	$46,378
Subtotal Bond Issuance Costs	*$0*	*$358,721*	*$358,721*
Total Uses	**$4,377,000**	**$608,987**	**$4,985,987**

[1]The Phase #3 Additional Projects are non-reimbursable and were financed by the Developer.

Phase #4

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #4 Improvements is secured by Assessments levied against Phase #4 Assessed Property (i.e., the Phase #4 Assessment Revenues). The Phase #4 Assessment Revenues related to the Phase #4 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area

Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Actual Costs for Phase #3 Improvements are $392,000.

The costs of the Additional Major Improvements allocable to Phase #4 in the amount of $11,330 were paid for by the Developer; and such costs are not secured under the Reimbursement Agreement and will not be reimbursed to the Developer as no Assessments were levied against the Phase #4 Assessed Property for such costs.

Table IV-G.1 shows the sources and uses for Phase #4 Improvements and Phase #4 Additional Projects.

Table IV-G.1
Sources and Uses –Phase #4 - Original

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$167,000	$0	$167,000
Other funding sources	$225,000	$11,330	$236,330
Total Sources	**$392,000**	**$11,330**	**$403,330**
Uses of Funds			
Phase #4 Improvements			
Roadway improvements	$222,000	$0	$222,000
Water improvements	$48,000	$0	$48,000
Sanitary sewer improvements	$33,000	$0	$33,000
Storm drainage improvements	$33,000	$0	$33,000
Other soft and miscellaneous costs	$56,000	$0	$56,000
Subtotal Phase #4 Improvements	*$392,000*	*$0*	*$392,000*
Phase #4 Additional Projects[1]			
Roadway improvements	$0	$7,513	$7,513
Water improvements	$0	$965	$965
Sanitary sewer improvements	$0	$917	$917
Storm drainage improvements	$0	$1,512	$1,512
Soft and miscellaneous costs	$0	$424	$424
Subtotal Phase #4 Additional Projects	*$0*	*$11,330*	*$11,330*
Total Uses	**$392,000**	**$11,330**	**$403,330**

[1]The Phase #4 Additional Projects are non-reimbursable and were financed by the Developer.

A portion of the costs of Phase #4 Improvements will be paid to the Developer from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #4 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-G.2 and summarized in Table IV-L.

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Table IV-G.2
Updated Sources and Uses –Phase #4 - Updated

Sources of Funds	Phase #4's Portion of the Phases #2-7 Projects	Other Financing Sources (Non-Reimbursable[1])	Total
Par Amount	$164,000	$0	$164,000
Bond Premium	$0	$6,109	$6,109
Assessment Previously Applied to Reimbursement Agreement	$3,000	$0	$3,000
Other Funding Sources	$225,000	$25,400	$250,400
Refunding Savings	$0	$0	$0
Total Sources	**$392,000**	**$31,509**	**$423,509**
Uses of Funds			
Phase #4 Improvements			
Roadway improvements	$222,000	$0	$222,000
Water improvements	$48,000	$0	$48,000
Sanitary sewer improvements	$33,000	$0	$33,000
Storm drainage improvements	$33,000	$0	$33,000
Other soft and miscellaneous costs	$56,000	$0	$56,000
Subtotal Phase #4 Improvements	*$392,000*	*$0*	*$392,000*
Phase #4 Additional Projects[1]			
Roadway improvements	$0	$7,513	$7,513
Water improvements	$0	$965	$965
Sanitary sewer improvements	$0	$917	$917
Storm drainage improvements	$0	$1,512	$1,512
Soft and miscellaneous costs	$0	$424	$424
Subtotal Phase #4 Additional Projects	*$0*	*$11,330*	*$11,330*
Bond Issuance Costs			
Reserve Fund	$0	$3,383	$3,383
Cost of Issuance	$0	$7,426	$7,426
Underwriter's Discount	$0	$4,920	$4,920
Additional Interest	$0	$1,640	$1,640
Surety Bond	$0	$160	$160
Bond Insurance	$0	$2,651	$2,651
Subtotal Bond Issuance Costs	*$0*	*$20,179*	*$20,179*
Total Uses	**$392,000**	**$31,509**	**$423,509**

[1]The Phase #4 Additional Projects are non-reimbursable and were financed by the Developer.

Phase #5

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #5 Improvements is secured by Assessments levied against Phase #5 Assessed Property (i.e., the Phase #5 Assessment Revenues). The Phase #5 Assessment Revenues related to the Phase #5 Improvements are separate and distinct from the Phases #2-9 Major Improvement Area

Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Actual Costs for Phase #5 Improvements are $3,464,195.

The costs of the Additional Major Improvements allocable to Phase #5 in the amount of $136,351 were paid for by the Developer; and such costs are not secured under the Reimbursement Agreement and will not be reimbursed to the Developer as no Assessments were levied against the Phase #5 Assessed Property for such costs.

Table IV-H.1 shows the sources and uses for Phase #5 Improvements and Phase #5 Additional Projects.

Table IV-H.1
Sources and Uses –Phase #5 - Original

Sources of Funds	Reimbursement Agreement	Other Financing Sources (Non-Reimbursable[1])	Total
Assessments	$2,510,000	$0	$2,510,000
Other funding sources	$954,195	$136,351	$1,090,546
Total Sources	**$3,464,195**	**$136,351**	**$3,600,546**
Uses of Funds			
Phase #5 Improvements			
Roadway improvements	$1,819,522	$0	$1,819,522
Water improvements	$561,505	$0	$561,505
Sanitary sewer improvements	$372,977	$0	$372,977
Storm drainage improvements	$527,430	$0	$527,430
Other soft and miscellaneous costs	$182,761	$0	$182,761
Subtotal Phase #5 Improvements	*$3,464,195*	*$0*	*$3,464,195*
Phase #5 Additional Projects[1]			
Roadway improvements	$0	$90,406	$90,406
Water improvements	$0	$11,614	$11,614
Sanitary sewer improvements	$0	$11,031	$11,031
Storm drainage improvements	$0	$18,197	$18,197
Soft and miscellaneous costs	$0	$5,103	$5,103
Subtotal Phase #5 Additional Projects	*$0*	*$136,351*	*$136,351*
Total Uses	**$3,464,195**	**$136,351**	**$3,600,546**

[1]The Phase #5 Additional Projects are non-reimbursable and were financed by the Developer.

A portion of the costs of Phase #5 Improvements will be paid to the Developer from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #5 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-H.2 and summarized in Table IV-L.

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Table IV-H.2
Updated Sources and Uses –Phase #5 - Updated

Sources of Funds	Phase #5's Portion of the Phases #2-7 Projects	Other Financing Sources (Non-Reimbursable[1])	Total
Par Amount	$2,395,000	$0	$2,395,000
Bond Premium	$0	$90,522	$90,522
Assessment Previously Applied to Reimbursement Agreement	$114,541	$0	$114,541
Other Funding Sources	$954,195	$340,192	$1,294,387
Refunding Savings	$459	$0	$459
Total Sources	**$3,464,195**	**$430,714**	**$3,894,909**
Uses of Funds			
Phase #5 Improvements			
Roadway improvements	$1,819,522	$0	$1,819,522
Water improvements	$561,505	$0	$561,505
Sanitary sewer improvements	$372,977	$0	$372,977
Storm drainage improvements	$527,430	$0	$527,430
Other soft and miscellaneous costs	$182,761	$0	$182,761
Subtotal Phase #5 Improvements	*$3,464,195*	*$0*	*$3,464,195*
Phase #5 Additional Projects[1]			
Roadway improvements	$0	$90,406	$90,406
Water improvements	$0	$11,614	$11,614
Sanitary sewer improvements	$0	$11,031	$11,031
Storm drainage improvements	$0	$18,197	$18,197
Soft and miscellaneous costs	$0	$5,103	$5,103
Subtotal Phase #5 Additional Projects	*$0*	*$136,351*	*$136,351*
Bond Issuance Costs			
Reserve Fund	$0	$49,401	$49,401
Cost of Issuance	$0	$108,444	$108,444
Underwriter's Discount	$0	$71,850	$71,850
Additional Interest	$0	$23,950	$23,950
Surety Bond	$0	$1,976	$1,976
Bond Insurance	$0	$38,743	$38,743
Subtotal Bond Issuance Costs	*$0*	*$294,363*	*$294,363*
Total Uses	**$3,464,195**	**$430,714**	**$3,894,909**

[1]The Phase #5 Additional Projects are non-reimbursable and were financed by the Developer.

Phase #6

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #6 Projects, consisting of the Actual Costs of the Phase #6 Improvements and Phase #6's allocable portion of the Additional Major Improvements is secured by Assessments levied against Phase #6 Assessed Property (i.e., the Phase #6 Assessment Revenues). The Phase #6 Assessment Revenues related to the Phase #6 Projects are separate and distinct from the Phases #2-9 Major

Improvement Area Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Budgeted Costs for Phase #6 Projects are $5,967,861 (consisting of $5,700,994 relating to the Phase #6 Improvements and $267,117 relating to Phase #6 proportional share of the Budgeted Costs of the Additional Major Improvements).

Table IV-I.1 shows the sources and uses for Phase #6 Projects.

Table IV-I.1
Projected Sources and Uses – Phase #6 - Original

Sources of Funds	**Total**
Assessments	$5,967,861
Other funding sources	$200
Total Sources	**$5,968,061**
Uses of Funds	
Phase #6 Improvements	
Roadway improvements	$2,868,493
Water improvements	$929,716
Sanitary sewer improvements	$882,344
Storm drainage improvements	$675,593
Other soft and miscellaneous costs	$344,797
Subtotal Phase #6 Improvements	*$5,700,944*
Additional Major Improvements	
Roadway improvements	$177,109
Water improvements	$22,753
Sanitary sewer improvements	$21,610
Storm drainage improvements	$35,648
Other soft and miscellaneous costs	$9,998
Subtotal Additional Major Improvements	*$267,117*
Total Uses	**$5,968,061**

A portion of the costs of Phase #6 Projects will be paid to the Developer from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #6 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-I.2 and summarized in Table IV-L.

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Table IV-I.2
Updated Sources and Uses –Phase #6 - Updated

Sources of Funds	Phase #6's Portion of the Phases #2-7 Projects
Par Amount	$5,057,000
Bond Premium	$174,537
Assessment Previously Applied to Reimbursement Agreement	$910,010
Other Funding Sources	$450,356
Refunding Savings	$851
Total Sources	**$6,592,755**
Uses of Funds	
Phase #6 Improvements	
Roadway improvements	$2,868,493
Water improvements	$929,716
Sanitary sewer improvements	$882,344
Storm drainage improvements	$675,593
Other soft and miscellaneous costs	$344,797
Subtotal Phase #6 Improvements	*$5,700,944*
Additional Major Improvements	
Roadway improvements	$177,109
Water improvements	$22,753
Sanitary sewer improvements	$21,610
Storm drainage improvements	$35,648
Soft and miscellaneous costs	$9,998
Subtotal Additional Major Improvements	*$267,117*
Bond Issuance Costs	
Reserve Fund	$104,309
Cost of Issuance	$228,977
Underwriter's Discount	$151,710
Additional Interest	$50,570
Surety Bond	$2,749
Bond Insurance	$86,379
Subtotal Bond Issuance Costs	*$624,693*
Total Uses	**$6,592,755**

Phase #7

Under the Reimbursement Agreement, reimbursement of a portion of the Actual Costs of the Phase #7 Projects, consisting both of the Actual Costs of the Phase #7 Improvements and Phase #7's allocable portion of the Additional Major Improvements is secured by Assessments levied against Phase #7 Assessed Property (i.e., the Phase #7 Assessment Revenues). The Phase #7 Assessment Revenues related to the Phase #7 Projects are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues related to the Phases #2-9 Major

Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. The Budgeted Costs for Phase #7 Projects are $7,921,187 (consisting of $7,571,041 relating to the Phase #7 Improvements and $300,146 relating to Phase #7 proportional share of the Budgeted Costs of the Additional Major Improvements).

Table IV-J.1 shows the sources and uses for Phase #7 Projects.

Table IV-J.1
Projected Sources and Uses – Phase #7 - Original

Sources of Funds	**Total**
Assessments	$7,920,908
Other funding sources	$279
Total Sources	**$7,921,187**
Uses of Funds	
Phase #7 Improvements	
Roadway improvements	$4,046,257
Water improvements	$1,138,466
Sanitary sewer improvements	$1,047,775
Storm drainage improvements	$1,017,931
Other soft and miscellaneous costs	$320,612
Subtotal Phase #7 Improvements	*$7,571,041*
Additional Major Improvements	
Roadway improvements	$199,008
Water improvements	$25,566
Sanitary sewer improvements	$24,282
Storm drainage improvements	$40,056
Other soft and miscellaneous costs	$11,234
Subtotal Additional Major Improvements	*$300,146*
Administrative Expenses (First Year)	$50,000
Total Uses	**$7,921,187**

A portion of the costs of Phase #7 Projects will be paid to the Developer from proceeds of the Phases #2-9 Refunding and Improvement Bonds. The updated sources and uses for the Phase #7 portion of the Phases #2-9 Refunding and Improvement Bonds are shown in Table IV-J.2 and summarized in Table IV-L.

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Table IV-J.2
Updated Sources and Uses –Phase #7 - Updated

Sources of Funds	Phase #7's Portion of the Phases #2-7 Projects
Par Amount	$7,770,000
Bond Premium	$246,494
Assessment Previously Applied to Reimbursement Agreement	$150,778
Other Funding Sources	$717,901
Refunding Savings	$130
Total Sources	**$8,885,303**
Uses of Funds	
Phase #7 Improvements	
Roadway improvements	$4,046,257
Water improvements	$1,138,466
Sanitary sewer improvements	$1,047,775
Storm drainage improvements	$1,017,931
Other soft and miscellaneous costs	$320,612
Subtotal Phase #7 Improvements	*$7,571,041*
Additional Major Improvements	
Roadway improvements	$199,008
Water improvements	$25,566
Sanitary sewer improvements	$24,282
Storm drainage improvements	$40,056
Soft and miscellaneous costs	$11,234
Subtotal Phase #7 Additional Projects	*$300,146*
Administrative Expenses (First Year)	$50,000
Bond Issuance Costs	
Reserve Fund	$160,269
Cost of Issuance	$351,819
Underwriter's Discount	$233,100
Additional Interest	$77,700
Surety Bond	$4,978
Bond Insurance	$136,250
Subtotal Bond Issuance Costs	*$964,116*
Total Uses	**$8,885,303**

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Phases #8-9

The Phases #8-9 Bonds are being issued in 2024 to finance a portion of the Phases #8-9 Projects consisting of both the Budgeted Costs of the Phases #8-9 Improvements and Phases #8-9's allocable portion of the Additional Major Improvements. The Phases #8-9 Assessment Revenues related to the Phases #8-9 Projects are separate and distinct from the Phases #2-9 Major Improvement Area Assessment Revenues related to the Phases #2-9 Major Improvement Area Initial Projects shown in Tables IV-A.1 and IV-A.2. Table IV-K shows the sources and uses of the Phases #8-9 Bonds. The Budgeted Costs for Phases #8-9 Projects and costs related to bond issuance are $12,014,339 as shown in Table IV-K.

Table IV-K
Projected Sources and Uses – Phase #8-9

Sources of Funds	**Total**
Par Amount	$10,800,000
Other funding sources	$1,214,339
Total Sources	**$12,014,339**
Uses of Funds	
Phases #8-9 Improvements:	
Roadway improvements	$3,326,530
Water improvements	$1,559,651
Sanitary sewer improvements	$1,570,362
Storm drainage improvements	$1,952,086
Other soft and miscellaneous costs	$906,031
Subtotal Phases #8-9 Improvements	*$9,314,659*
Additional Major Improvements:	
Roadway improvements	$221,972
Water improvements	$28,516
Sanitary sewer improvements	$27,083
Storm drainage improvements	$44,678
Other soft and miscellaneous costs	$12,530
Subtotal Additional Major Improvements	*$334,779*
Bond Issuance Costs	
Issuance costs	*$502,500*
Administrative expenses	*$50,000*
Underwriter's discount	*$324,000*
Capitalized interest	*$664,200*
Reserve fund	*$824,200*
Subtotal Estimated Bond Issuance Costs	*$2,364,900*
Total Uses	**$12,014,339**

A portion of the costs of Phases #8-9 Projects will be paid to the Developer from proceeds of the Phases #8-9 Improvement Bonds.

Phases #2-7 Projects

As part of the issuance of the Phases #2-9 Refunding and Improvement Bonds, the City is acquiring the Phases #2-7 Projects, the cost of which is currently payable under the Reimbursement Agreement. Table IV-L shows the portion of the Phases #2-7 Projects allocable to each of the Phases as a part of the Phases #2-9 Refunding and Improvement Bonds.

Table IV-L
Projected Sources and Uses – Phases #2-7 Projects

Sources of Funds	**Phase #2**	**Phase #3**	**Phase #4**	**Phase #5**	**Phase #6**	**Phase #7**	**Total**
Par Amount	$4,260,000	$2,923,000	$164,000	$2,395,000	$5,057,000	$7,770,000	$22,569,000
Bond Premium	$205,036	$116,828	$6,109	$90,522	$174,537	$246,494	$839,526
Assessment Previously Applied to Reimbursement Agreement	$1,037,036	$776,906	$3,000	$114,541	$910,010	$150,778	$2,992,270
Other Funding Sources[1]	$841,728	$1,169,159	$250,400	$1,294,387	$450,356	$717,901	$4,723,932
Refunding Savings[2]	$887	$94	$0	$459	$851	$130	$2,422
Total Sources	**$6,344,688**	**$4,985,987**	**$423,509**	**$3,894,909**	**$6,592,755**	**$8,885,303**	**$31,127,150**
Uses of Funds							
Phase Direct Improvements[3]							
Roadway improvements	$2,170,986	$1,919,000	$222,000	$1,819,522	$2,868,493	$4,046,257	$13,046,258
Water improvements	$740,466	$727,000	$48,000	$561,505	$929,716	$1,138,466	$4,145,153
Sanitary sewer improvements	$826,596	$554,000	$33,000	$372,977	$882,344	$1,047,775	$3,716,692
Storm drainage improvements	$914,871	$965,000	$33,000	$527,430	$675,593	$1,017,931	$4,133,825
Other soft and miscellaneous costs	$761,108	$212,000	$56,000	$182,761	$344,797	$320,612	$1,877,278
Subtotal Phase Direct Improvements	*$5,414,027*	*$4,377,000*	*$392,000*	*$3,464,195*	*$5,700,944*	*$7,571,041*	*$26,919,207*
Additional Major Improvements allocable to Phases #2-7 Projects[4]							
Roadway improvements	$273,602	$165,936	$7,513	$90,406	$177,109	$199,008	$913,574
Water improvements	$35,149	$21,318	$965	$11,614	$22,753	$25,566	$117,366
Sanitary sewer improvements	$33,383	$20,246	$917	$11,031	$21,610	$24,282	$111,468
Storm drainage improvements	$55,070	$33,399	$1,512	$18,197	$35,648	$40,056	$183,882
Other soft and miscellaneous costs	$15,444	$9,367	$424	$5,103	$9,998	$11,234	$51,570
Subtotal	*$412,648*	*$250,266*	*$11,330*	*$136,351*	*$267,117*	*$300,146*	*$1,377,859*
First Year Administration Expense	$0	$0	$0	$0	$0	$50,000	$50,000
Bond Issuance Costs							
Reserve Fund	$87,870	$60,292	$3,383	$49,401	$104,309	$160,269	$465,523
Cost of Issuance	$192,889	$132,351	$7,426	$108,444	$228,977	$351,819	$1,021,906
Underwriter's Discount	$127,800	$87,690	$4,920	$71,850	$151,710	$233,100	$677,070
Additional Interest	$42,600	$29,230	$1,640	$23,950	$50,570	$77,700	$225,690
Surety Bond	$4,599	$2,780	$160	$1,976	$2,749	$4,978	$17,241
Bond Insurance	$62,254	$46,378	$2,651	$38,743	$86,379	$136,250	$372,654
Subtotal Bond Issuance Costs	*$518,012*	*$358,721*	*$20,179*	*$294,363*	*$624,693*	*$964,116*	*$2,780,084*
Total Uses	**$6,344,688**	**$4,985,987**	**$423,509**	**$3,894,909**	**$6,592,755**	**$8,885,303**	**$31,127,150**

[1]Represents the costs of the Direct Improvements for Phases #2-7 and portions of the Additional Major Improvements allocable to Phases #2-5 that have been or will be paid for by the Developer without reimbursement.

[2]Refunding savings are those savings generated by the principal reduction of the respective Assessments.

[3]Phase direct improvements are the Phase #2 Improvements, Phase #3 Improvements, Phases #4 Improvements, Phase #5 Improvements, Phase #6 Improvements and Phase #7 Improvements, respectfully.

[4]The Additional Major Improvements allocable to Phase #2 through Phase #5 were financed by the Developer.

Phases #2-9 Savings

The outstanding principal due, interest due, and additional interest due for prepayment reserve and delinquency reserve for the Phases #2-9 Major Improvement Area Bonds, from 2025 to 2040 were $9,573,718, $5,818,839, and $304,410, respectively, for 1,251 Lots (the initial 1,366 Lots less 115 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phases #2-9 Initial Major Improvements from 2025 to 2040 were $2,678,547 and $1,712,742, respectively, for 1,251 Lots (the initial 1,366 Lots less 115 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2044 were $11,515,000 $5,147,053, and $555,655, respectively, for 1,251 (the initial 1,366 Lots less 115 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for the Phases #2-9 Refunding and Improvement Bonds are $737,265, $2,393,527, and ($229,150), respectively, totaling $3,141,229. Table IV-M.1 shows a summary of net savings from the refunding allocable to the Phases #2-9 Major Improvement Area.

Table IV-M.1
Summary of Savings – Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phases #2-9 MIA Bonds – Original[1]	1,366	2015-2040	$13,150,000	$15,584,215	$841,773	$1,129,669	$30,705,657
Phases #2-9 MIA Reimbursement Agreement – Original[1]	1,366	2015-2040	$5,000,000	$5,899,421	$336,709	$0	$11,236,130
Subtotal			*$18,150,000*	*$21,483,636*	*$1,178,482*	*$1,129,669*	*$41,941,787*
Phases #2-9 MIA Bonds - Outstanding	1,251	2025-2040	$9,573,718	$5,818,839	$568,030	$304,410	$16,264,996
Phases #2-9 MIA Reimbursement Agreement - Outstanding	1,251	2025-2040	$2,678,547	$1,721,742	$227,212	$0	$4,627,500
Subtotal			*$12,252,265*	*$7,540,580*	*$795,241*	*$304,410*	*$20,892,497*
Phases #2-9 Refunding Bonds	1,251	2025-2054	$11,515,000	$5,147,053	$555,655	$533,560	$17,751,268
Net Refunding related savings			**$737,265**	**$2,393,527**	**$239,586**	**($229,150)**	**$3,141,229**
Savings Per Equivalent Units	**488.06**		**$1,511**	**$4,904**	**$491**	**($470)**	**$6,436**

[1]The original Assessments are provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #2 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #2 Improvements from 2025 to 2044 were $4,260,887 and $3,359,973, respectively, for 322 Lots (the initial 360 Lots less 38 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #2 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2044 were $4,260,000, $2,7,46,483, and $42,600, respectively, for 322 Lots (the initial 360 Lots less 38 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #2 from the Phases #2-9 Refunding and Improvement Bonds are $887, $613,490, and ($42,600), respectively, totaling $571,777. Table IV-M.2 shows a summary of net savings from the refunding allocable to Phase #2.

Table IV-M.2
Summary of Savings –Phase #2's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #2 Direct - Original[1]	360	2019-2044	$5,300,000	$6,473,450	$647,114	$0	$12,420,563
Phase #2 Direct - Outstanding	322	2019-2044	$4,260,887	$3,359,973	$537,677	$0	$8,158,538
Phases #2-9 Refunding Bonds	322	2025-2044	$4,260,000	$2,746,483	$537,677	$42,600	$7,586,760
Net Refunding related savings			**$887**	**$613,490**	**$0**	**($42,600)**	**$571,777**
Savings Per Equivalent Units	**188.61**		**$5**	**$3,253**	**$0**	**($226)**	**$3,032**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #3 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #3 Improvements from 2025 to 2046 were $2,923,094 and $2,668,962, respectively, for 157 Lots (the initial 195 Lots less 38 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #3 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2046 were $2,923,000, $2,230,110, and $29,230, respectively, for 157 Lots (the initial 195 Lots less 38 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #3 from the Phases #2-9 Refunding and Improvement Bonds are $94, $438,852, and ($29,230), respectively, totaling $409,716. Table IV-M.3 shows a summary of net savings from the refunding allocable to Phase #3.

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Table IV-M.3
Summary of Savings –Phase #3's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #3 Direct - Original[1]	195	2021-2046	$3,700,000	$4,518,102	$647,114	$0	$8,865,215
Phase #3 Direct - Outstanding	157	2025-2046	$2,923,094	$2,668,962	$584,062	$0	$6,176,118
Phases #2-9 Refunding Bonds	157	2025-2046	$2,923,000	$2,230,110	$584,062	$29,230	$5,766,402
Net Refunding related savings			**$94**	**$438,852**	**$0**	**($29,230)**	**$409,716**
Savings Per Equivalent Units	**104.90**		**$1**	**$4,184**	**$0**	**($279)**	**$3,906**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #4 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #4 Improvements from 2025 to 2047 were $164,000 and $144,683, respectively, for 9 Lots (the initial 9 Lots less 0 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #4 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2046 were $164,000, $130,506, and $1,640, respectively, for 9 Lots (the initial 9 Lots less 0 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #4 from the Phases #2-9 Refunding and Improvement Bonds are $0, $14,177, and ($1,640), respectively, totaling $12,860. Table IV-M.4 shows a summary of net savings from the refunding allocable to Phase #4.

Table IV-M.4
Summary of Savings –Phase #4's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #4 Direct - Original[1]	9	2022-2047	$167,000	$179,600	$48,534	$0	$395,133
Phase #4 Direct - Outstanding	9	2025-2047	$164,000	$144,683	$42,517	$0	$351,523
Phases #2-9 Refunding Bonds	9	2025-2047	$164,000	$130,506	$42,517	$1,640	$338,663
Net Refunding related savings			**$0**	**$14,177**	**$0**	**($1,640)**	**$12,860**
Savings Per Equivalent Units	**5.94**		**$0**	**$2,387**	**$0**	**($276)**	**$2,165**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #5 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #5 Improvements from 2025 to 2048 were $2,395,459 and $2,185,507 respectively, for 92

Lots (the initial 96 Lots less 4 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #5 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2048 were $2,395,000, $1,909,737, and $23,950, respectively, for 93 Lots (the initial 96 Lots less 3 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #5 from the Phases #2-9 Refunding and Improvement Bonds are $459, $275,770, and ($23,950), respectively, totaling $252,279. Table IV-M.5 shows a summary of net savings from the refunding allocable to Phase #5.

Table IV-M.5
Summary of Savings –Phase #5's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #5 Direct - Original[1]	96	2023-2048	$2,510,000	$2,672,026	$647,114	$0	$5,829,139
Phase #5 Direct - Outstanding	92	2025-2048	$2,395,459	$2,185,507	$629,308	$0	$5,210,274
Phases #2-9 Refunding Bonds	92	2025-2048	$2,395,000	$1,909,737	$629,213	$23,950	$4,957,900
Net Refunding related savings			**$459**	**$275,770**	**$0**	**($23,950)**	**$252,279**
Savings Per Equivalent Units	**69.70**		**$7**	**$3,957**	**$0**	**($344)**	**$3,619**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #6 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #6 Projects from 2025 to 2053 were $5,057,851 and $6,704,886, respectively, for 225 Lots (the initial 257 Lots less 32 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #6 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2053 were $5,057,000, $4,540,648, and $50,570, respectively, for 225 Lots (the initial 257 Lots less 32 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #6 from the Phases #2-9 Refunding and Improvement Bonds are $851, $2,164,238, and ($50,570), respectively, totaling $2,114,520. Table IV-M.6 shows a summary of net savings from the refunding allocable to Phase #6.

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Table IV-M.6
Summary of Savings –Phase #6's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phase #6 Direct - Original[1]	257	2024-2053	$5,967,861	$8,434,249	$1,622,721	$0	$16,024,831
Phase #6 Direct - Outstanding	225	2025-2053	$5,057,851	$6,704,886	$1,582,726	$0	$13,345,464
Phases #2-9 Refunding Bonds	225	2025-2053	$5,057,000	$4,540,648	$1,582,726	$50,570	$11,230,944
Net Refunding related savings			**$851**	**$2,164,238**	**$0**	**($50,570)**	**$2,114,520**
Savings Per Equivalent Units	**71.33**		**$12**	**$30,341**	**$0**	**($709)**	**$29,644**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phase #7 Savings

The outstanding principal due and interest due for the Reimbursement Agreement related to the Phase #7 Projects from 2025 to 2054 were $7,770,130 and $10,963,765 respectively, for 164 Lots (the initial 171 Lots less 7 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued.

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the Phase #7 proportional share of the Phases #2-9 Refunding and Improvement Bonds from 2025 to 2054 were $7,770,000, $7,368,854, and $77,700, respectively, for 164 Lots (the initial 171 Lots less 7 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for Phase #7 from the Phases #2-9 Refunding and Improvement Bonds are $130, $3,594,911, and ($77,700), respectively, totaling $3,517,342. Table IV-M.7 shows a summary of net savings from the refunding allocable to Phase #7.

Table IV-M.7
Summary of Savings –Phase #7's portion of the Phases #2-9 Refunding and Improvement Bonds

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total
Phase #7 Direct - Original[1]	171	2024-2053	$7,920,908	$11,370,963	$2,028,404	$0	$21,320,275
Phase #7 Direct - Outstanding	167	2025-2053	$7,770,130	$10,963,765	$1,939,610	$0	$20,673,506
Phases #2-9 Refunding Bonds	167	2025-2054	$7,770,000	$7,368,854	$1,939,610	$77,700	$17,156,164
Net Refunding related savings			**$130**	**$3,594,911**	**$0**	**($77,700)**	**$3,517,342**
Savings Per Equivalent Units	**91.73**		**$1**	**$39,190**	**$0**	**($847)**	**$38,345**

[1]The original Assessment is provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

Phases #2-9 Refunding and Improvement Combined Savings

The total principal due, interest due, and additional interest for Additional Interest Reserve due for the (i) Phases #2-9 Major Improvement Area Bonds, (ii) amounts due under the Reimbursement Agreement related to the previously unpaid portion of the Phases #2-9 Major Improvement Area

Initial Projects, and (iii) amounts due under the Reimbursement Agreement related to the Phases #2-7 Projects from 2025 to 2044 were $34,823,687, $33,568,357, and $304,410, respectively, for 1,251 Lots (the initial 1,366 Lots less 115 prepaid Lots) at the time the issuance of the Phases #2-9 Refunding and Improvement Bonds.

The total principal due, interest due, and additional interest for the Additional Interest Reserve due for the Phases #2-9 Refunding and Improvement Bonds were $34,084,000, $24,073,392, and $3,044,265, respectively, for 1,251 Lots (the initial 1,366 Lots less 115 prepaid Lots) at the time the Phases #2-9 Refunding and Improvement Bonds will be issued. As a result, the principal, interest, and Additional Interest Reserve net refunding savings for the Phases #2-9 Refunding and Improvement Bonds are $739,687, $9,494,965, and ($2,739,855), respectively, totaling $7,645,591. Table IV-N shows a summary of net savings from the refunding allocable to the issuance of the Phases #2-9 Refunding and Improvement Bonds.

Table IV-N
Summary of Savings – Phases #2-9 Major Improvement Area and Phases #2-7 Projects Combined Savings

	Lots	Period	Principal	Interest	Administrative Expenses	Additional Interest	Total Annual Installments
Phases #2-9 MIA Bonds - Original[1]	1,366	2015-2040	$13,150,000	$15,584,215	$841,773	$1,129,669	$30,705,657
Phases #2-9 MIA Reimbursement Agreement - Original[1]	1,366	2015-2040	$5,000,000	$5,899,421	$336,709	$0	$11,236,130
Phases #2-7 Projects[1]	1,088	2019-2054	$25,565,769	$33,648,389	$5,641,000	$0	$64,855,157
Subtotal			*$43,715,769*	*$55,132,025*	*$6,819,481*	*$1,129,669*	*$106,796,944*
Phases #2-9 MIA Bonds - Outstanding	1,251	2025-2040	$9,573,718	$5,818,839	$568,030	$304,410	$16,264,996
Phases #2-9 MIA Reimbursement Agreement - Outstanding	1,251	2025-2040	$2,678,547	$1,721,742	$227,212	$0	$4,627,500
Phases #2-7 Projects	972	2025-2053	$22,571,422	$26,027,777	$5,315,805	$0	$53,915,004
Subtotal			*$34,823,687*	*$33,568,357*	*$6,111,046*	*$304,410*	*$74,807,500*
Phases #2-9 Refunding Bonds		2025-2053	$34,084,000	$24,073,392	$5,960,252	$3,044,265	$67,161,909
Net Refunding related savings			**$739,687**	**$9,494,965**	**$150,794**	**($2,739,855)**	**$7,645,591**

[1]The original Assessments are provided to demonstrate the historical transaction and is not factored into the savings from the Phases #2-9 Refunding and Improvement Bonds.

B. Five Year Service Plan

Phases #2-9 Major Improvement Area

The annual projected costs and annual projected indebtedness for the Phases #2-9 Major Improvement Area is shown in Table IV-O. 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-O

Annual Projected Costs and Annual Projected Indebtedness - Phases #2-9 Major Improvement Area

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phases #2-9 MIA Annual Installments
2024 & Prior	$18,150,000	$18,150,000	$0	$28,429,751
2025	$1,388,090	($737,265)	$2,125,355	$2,130,717
2026	$0	$0	$0	$2,156,182
2027	$0	$0	$0	$2,167,825
2028	$0	$0	$0	$2,163,376
2029	$0	$0	$0	$2,194,278
2030	$0	$0	$0	$2,154,669
2031	$0	$0	$0	$2,151,752
Total	**$19,538,090**	**$17,412,736**	**$2,125,355**	**$43,548,550**

[1]The $737,265 is refunding related savings, as shown in Table IV-M.1.

The annual projected costs shown in Table IV-O are the annual expenditures relating to the Phases #2-9 Major Improvement Area Initial Projects shown in Table III-A, the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and costs of issuance including reserves shown in Table IV-A.2 that are allocable to the Phases #2-9 Major Improvement Area. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #1

The annual projected costs and annual projected indebtedness for Phase #1 is shown in Table IV-P. 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-P
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #1 Bonds Annual Installments	Phase #1 Refunding Bonds Annual Installments
2021 & Prior	$10,972,619	$9,000,000	$1,972,619	$4,196,859	$0
2022	$168,081	$0	$168,081	$0	$590,354
2023	$0	$0	$0	$0	$566,885
2024	$0	$0	$0	$0	$569,576
2025	$257,043	$0	$257,043	$0	$566,598
2026	$0	$0	$0	$0	$568,175
2027	$0	$0	$0	$0	$569,082
2028	$0	$0	$0	$0	$569,319
Total	**$11,397,743**	**$9,000,000**	**$2,397,743**	**$4,196,859**	**$3,999,989**

The annual projected costs shown in Table IV-P are the annual expenditures relating to the Phase #1 Initial Projects, the Phase #1 Additional Projects, shown in Table III-D, and the costs associated with setting up the PID allocable to Phase #1 and costs of issuance including reserves shown in Table IV-B and Table IV-C. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #2

The annual projected costs and annual projected indebtedness for Phase #2 is shown in Table IV-Q. 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-Q
Annual Projected Costs and Annual Projected Indebtedness - Phase #2

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phase #2 Annual Installments
2024 & Prior	$5,826,675	$5,300,000	$526,675	$2,853,677
2025	$518,012	($887)	$518,900	$429,312
2026	$0	$0	$0	$364,257
2027	$0	$0	$0	$361,218
2028	$0	$0	$0	$363,023
2029	$0	$0	$0	$360,398
2030	$0	$0	$0	$361,562
2031	$0	$0	$0	$357,296
Total	**$6,344,688**	**$5,299,113**	**$1,045,575**	**$5,450,743**

[1]The $887 is refunding related savings, as shown in Table IV-M.2.

The annual projected costs shown in Table IV-Q are the annual expenditures relating to the Phase #2 Initial Projects and the Phase #2 Additional Projects shown in Table III-E. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #3

The annual projected costs and annual projected indebtedness for Phase #3 is shown in Table IV-R. 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-R
Annual Projected Costs and Annual Projected Indebtedness - Phase #3

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phase #3 Annual Installments
2024 & Prior	$4,627,266	$3,700,000	$927,266	$1,137,164
2025	$358,721	($94)	$358,815	$250,055
2026	$0	$0	$0	$216,438
2027	$0	$0	$0	$218,109
2028	$0	$0	$0	$220,100
2029	$0	$0	$0	$217,879
2030	$0	$0	$0	$218,647
2031	$0	$0	$0	$220,274
Total	**$4,985,987**	**$3,699,906**	**$1,286,081**	**$2,698,666**

[1]The $94 is refunding related savings, as shown in Table IV-M.3.

The annual projected costs shown in Table IV-R are the annual expenditures relating to the Phase #3 Initial Projects and the Phase #3 Additional Projects shown in Table III-F. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #4

The annual projected costs and annual projected indebtedness for Phase #4 is shown in Table IV-S. 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-S
Annual Projected Costs and Annual Projected Indebtedness - Phase #4

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #4 Annual Installments
2024 & Prior	$403,330	$167,000	$236,330	$45,324
2025	$20,179	$0	$20,179	$14,384
2026	$0	$0	$0	$15,219
2027	$0	$0	$0	$11,952
2028	$0	$0	$0	$11,850
2029	$0	$0	$0	$12,763
2030	$0	$0	$0	$12,627
2031	$0	$0	$0	$12,486
Total	**$423,509**	**$167,000**	**$256,509**	**$136,605**

The annual projected costs shown in Table IV-S are the annual expenditures relating to the Phase #4 Initial Projects and the Phase #4 Additional Projects shown in Table III-G. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #5

The annual projected costs and annual projected indebtedness for Phase #5 is shown in Table IV-T. 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-T
Annual Projected Costs and Annual Projected Indebtedness - Phase #5

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phase #5 Annual Installments
2024 & Prior	$3,600,546	$2,510,000	$1,090,546	$413,883
2025	$294,363	($459)	$294,822	$194,873
2026	$0	$0	$0	$207,525
2027	$0	$0	$0	$207,527
2028	$0	$0	$0	$180,507
2029	$0	$0	$0	$180,681
2030	$0	$0	$0	$180,884
2031	$0	$0	$0	$180,986
Total	**$3,894,909**	**$2,509,541**	**$1,385,368**	**$1,746,866**

[1]The $459 is refunding related savings, as shown in Table IV-M.5.

The annual projected costs shown in Table IV-T are the annual expenditures relating to the Phase #5 Initial Projects and Phase #5 Additional Projects shown in Table III-H. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #6

The annual projected costs and annual projected indebtedness for Phase #6 is shown in Table IV-U. 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-U
Annual Projected Costs and Annual Projected Indebtedness - Phase #6

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phase #6 Annual Installments
2024 & Prior	$5,968,061	$5,968,061	$0	$489,293
2025	$624,693	($851)	$625,545	$405,998
2026	$0	$0	$0	$431,901
2027	$0	$0	$0	$431,498
2028	$0	$0	$0	$431,282
2029	$0	$0	$0	$364,753
2030	$0	$0	$0	$363,212
2031	$0	$0	$0	$363,887
Total	**$6,592,755**	**$5,967,210**	**$625,545**	**$3,281,824**

[1]The $851 is refunding related savings, as shown in Table IV-M.6.

The annual projected costs shown in Table IV-U are the annual expenditures relating to the Phase #6 Projects shown in Table III-I. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #7

The annual projected costs and annual projected indebtedness for Phase #7 is shown in Table IV-V. 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-V
Annual Projected Costs and Annual Projected Indebtedness - Phase #7

Year	Annual Projected Costs	Annual Projected Indebtedness[1]	Other Funding Sources	Phase #7 Annual Installments
2024 & Prior	$7,921,187	$7,920,908	$279	$35,800,528
2025	$964,116	($130)	$964,246	$713,704
2026	$0	$0	$0	$588,700
2027	$0	$0	$0	$589,170
2028	$0	$0	$0	$590,260
2029	$0	$0	$0	$590,922
2030	$0	$0	$0	$470,154
2031	$0	$0	$0	$471,008
Total	**$8,885,303**	**$7,920,778**	**$964,525**	**$39,814,446**

[1]The $130 is refunding related savings, as shown in Table IV-M.7.

The annual projected costs shown in Table IV-V are the annual expenditures relating to the Phase #7 Projects shown in Table III-J. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phases #8-9

The annual projected costs and annual projected indebtedness for Phases #8-9 is shown in Table IV-W. 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-W
Annual Projected Costs and Annual Projected Indebtedness - Phases #8-9

Year	Annual Projected Costs	Annual Projected Indebtedness	Other Funding Sources	Phase #8-9 Annual Installments
2025	$12,014,339	$10,800,000	$1,214,339	$0
2026	$0	$0	$0	$881,620
2027	$0	$0	$0	$880,740
2028	$0	$0	$0	$879,386
2029	$0	$0	$0	$878,556
2030	$0	$0	$0	$877,190
2031	$0	$0	$0	$876,288
Total	**$12,014,339**	**$10,800,000**	**$1,214,339**	**$5,273,780**

The annual projected costs shown in Table IV-W are the annual expenditures relating to the Phases #8-9 Projects shown in Table III-K. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID Assessment Notice

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix D and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance and/or reimburse the costs of the public infrastructure required for the development of property within the PID. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. The City previously issued the Phase #1 Bonds, the Phases #2-9 Major Improvement Area Bonds, and the Phase #1 Refunding Bonds to refund the Phase #1 Bonds. The City has also levied assessments on property within Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, and Phase #7 in connection with obligations under the Reimbursement Agreement related to Authorized Improvements. This Service and Assessment Plan is being updated to provide for the Phases #2-9 Refunding and Improvement Bonds and Phases #8-9 Improvement Bonds being issued in 2024 and the levy of Assessments within Phases #8-9.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Authorized Improvements shall be allocated as described below:

1. The Actual Costs of the Authorized Improvements shall be allocated to the Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken in to consideration: (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v) the ability of different property types to utilize and benefit from the improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix E based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative value of each Lot Type.

5. The Actual Costs of the Initial Major Improvements are proportionally allocated to the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total original Equivalent Units calculated for the Phases #2-9 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements is allocated to each Parcel within the Phase #2, Phase #3, Phase #4, and Phase #5 based on the total 2016 revised Equivalent Units calculated for each Parcel.

7. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Initial Major Improvements (excluding Phase #2, Phase #3, Phase #4, and Phase #5 allocable shared) is allocated to each Parcel within the Phase #6, Phase #7, and Phases #8-9 based on the ratio of the total 2022 revised Equivalent Units calculated for each Parcel of the Phase #6 Assessed Property, Phase #7 Assessed Property, and the Phases #8-9 Assessed Property.

8. The Phases #2-9 Major Improvement Area Assessed Property's proportional share of the costs for the Additional Major Improvements is allocated to each Parcel within the Phases #2-9 Major Improvement Area based on the total 2022 revised Equivalent Units calculated for each Parcel.

9. The Actual Costs of the Phase #1 Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

10. The Phase #1 Assessed Property's proportional share of the costs of the Initial Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2016 revised Equivalent Units calculated for each Parcel.

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11. The Phase #1 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phase #1 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

12. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

13. The Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

14. The Phase #4 Improvements are allocated to each Parcel within the Phase #4 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

15. The Phase #5 Improvements are allocated to each Parcel within the Phase #5 Assessed Property based on the original total Equivalent Units calculated for each Parcel.

16. The Phase #6 Improvements are allocated to each Parcel within the Phase #6 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

17. The Phase #6 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phase #6 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

18. The Phase #7 Improvements are allocated to each Parcel within the Phase #7 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

19. The Phase #7 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phase #7 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

20. The Phases #8-9 Improvements are allocated to each Parcel within the Phases #8-9 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

21. The Phases #8-9 Assessed Property's proportional share of the costs of the Additional Major Improvements are allocated to each Parcel within the Phases #8-9 Assessed Property based on the total 2022 revised Equivalent Units calculated for each Parcel.

Table V-A provides the original allocation of costs of the Initial Major Improvements and Phase #1 Improvements. Table V-B provides the allocation of the costs of the Initial Major Improvements to property within Phase #2, Phase #3, Phase #4, Phase #5. Table V-C provides the allocation of the costs of the Initial Major Improvements to Phase #6, Phase #7, and Phases #8-9. Table V-D provides the allocation of the costs of the Additional Major Improvements to property within Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, Phase #7, and Phases #8-9.

This section of this Service and Assessment Plan currently: (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3

Improvements, the Phase #4 Improvements, the Phase #5 Improvements, the Phase #6 Improvements, the Phase #7 Improvements, and the Phases #8-9 Improvements, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied or being levied on the Phase #1 Assessed Property, Phases #2-9 Major Improvement Area Assessed Property, the Phase #2 Assessed Property, the Phase #3 Assessed Property, the Phase #4 Assessed Property, the Phase #5 Assessed Property, the Phase #6 Assessed Property, the Phase #7 Assessed Property, and the Phases #8-9 Assessed Property for that property's allocable portion of 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, Phase #1 Improvements, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #4 Improvements, the Phase #5 Improvements, the Phase #6 Improvements, the Phase #7 Improvements, and the Phases #8-9 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.

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 are authorized by the PID Act. These 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 public 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 Assessments 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 property owner has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the property owner is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the Assessed Property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF INITIAL MAJOR IMPROVEMENTS TO ASSESSED PROPERTY

The Initial Major Improvements provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the allocation of Actual Costs of the Initial Major Improvements to Phase #1 and each Phase within the Phases #2-9 Major Improvement Area.

Phase #1 contains 335 residential units, and the Phases #2-9 Major Improvement Area was, as part of the 2016 development plan update, projected to contain 1,437 residential units as shown in Appendix E on Table E-6 and Table E-8, respectively. As shown in Appendix E on Table E-23, the total projected 2016 revised Equivalent Units for Phase #1 was calculated as 210.80 and the total projected 2016 revised Equivalent Units for the Phases #2-9 Major Improvement Area was calculated as 888.39, as shown on Table E-26. The total projected 2016 revised Equivalent Units in the PID was, therefore, calculated to be 1,099.19 (i.e., 210.80 + 888.39 = 1,099.19). As a result, 19.18 percent of the Actual Costs of the Initial Major Improvements (i.e.,210.80 ÷ 1,099.19 = 19.18%) were allocated to the Phase #1 Assessed Property and 80.82 percent of the Actual Costs of the Initial Major Improvements (i.e., 888.39 ÷ 1,099.19 = 80.82%) were allocated to the Phases #2-9 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Budgeted Costs of the Initial Major Improvements to Phase #1 and the Phases #2-9 Major Improvement Area.

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Table V-A
Allocation of Initial Major Improvements

Authorized Improvement	Total Costs
Roadway improvements	$10,366,268
Water improvements	$918,591
Sanitary sewer Improvements	$1,651,669
Storm drainage Improvements	$1,768,948
Other soft and miscellaneous costs	$427,195
Total Initial Major Improvements	**$15,132,671**
Phase #1	
Projected total Equivalent Units	210.80
% of total Equivalent Units	19.18%
Proportionate share of costs	$2,902,107
Phases #2-9 Major Improvement Area	
Projected total Equivalent Units	888.39
% of total Equivalent Units	80.82%
Proportionate share of costs[1]	$13,578,272

[1]The Phases #2-9 Major Improvement Area share of Initial Major Improvement Costs is $13,578,272, which includes $1,347,708 in estimated bond issuance costs included in the original budget that has subsequently been substituted with other soft and miscellaneous costs.

As shown in Table V-A the total amount of the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-9 Major Improvement Area was $13,578,272.

Phase #2 contains 360 residential units. As shown in Table E-29 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 214.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units of 888.39 as shown in Table E-26 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #2 Assessed Property was calculated as 24.16 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 214.67 ÷ 888.39 = 24.16%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property.

Phase #3 contains 195 residential units. As shown in Table E-31 of Appendix E, the original total projected Equivalent Units for Phase #3 was calculated as 131.67. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-26 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #3 Assessed Property was calculated as 14.82 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 131.67 ÷ 888.39 = 14.82%) originally allocated to the Phases #2-9 Major

Improvement Area Assessed Property. These costs are applicable to the Phase #3 Assessed Property and were reallocated Phase #3 Assessed Property as shown in Table V-B.

Phase #4 contains 9 residential units. As shown in Table E-33 of Appendix E, the original total projected Equivalent Units for Phase #2 was calculated as 5.94. The Phases #2-9 Major Improvement Area was projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-26 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #4 Assessed Property was calculated as 0.67 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 5.94 ÷ 888.39 = 0.67%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #2 Assessed Property and were reallocated Phase #2 Assessed Property as shown in Table V-B.

Phase #5 contains 96 residential units. As shown in Table E-36 of Appendix E, the 2021 revised total projected Equivalent Units for Phase #5 is calculated as 72.84. The Phases #2-9 Major Improvement Area was originally projected to contain 1,437 residential units in the 2016 development plan update, resulting in a total 2016 updated Equivalent Units was 888.39 as shown in Table E-26 of Appendix E. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #5 Assessed Property was calculated as 8.20 percent of the costs of the Phases #2-9 Major Improvement Area Initial Major Improvements (i.e., 72.84 ÷ 888.39 = 8.20%) originally allocated to the Phases #2-9 Major Improvement Area Assessed Property. These costs are applicable to the Phase #5 Assessed Property and were reallocated Phase #5 Assessed Property as shown in Table V-B.

As shown in Table V-B, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area was $13,578,272 and the specific phase proportional amount allocable to Phase #2, Phase #3, Phase #4, and Phase #5 were $3,281,045, $2,012,462, $90,788, and $1,113,296, respectively. As a result, the total Initial Major Improvements allocable to Phases #2-9 Major Improvement Area remaining to be reallocated to Phase #6, Phase #7, and the Phases #8-9 is $7,080,681 (i.e., $13,578,272 – $3,281,045, – $2,012,462 – $90,788 – $1,113,296 = $7,080,681).

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Table V-B
Reallocation of Initial Major Improvement Costs Allocated to Phases #2-9 Major Improvement Area

Total Initial Major Improvements[1]	**$13,578,272**
Phase #2	
Projected total Equivalent Units	214.67
% of total units	24.16%
Proportionate Share of Costs	$3,281,045
Phase #3	
Projected total Equivalent Units	131.67
% of total units	14.82%
Proportionate Share of Costs	$2,012,462
Phase #4	
Projected total Equivalent Units	5.94
% of total units	0.67%
Proportionate Share of Costs	$90,788
Phase #5	
Projected total Equivalent Units	72.84
% of total units	8.20%
Proportionate Share of Costs	$1,113,296
Phase #6, Phase #7, and Phases #8-9	
Projected total Equivalent Units	463.27
% of total units	52.15%
Proportionate Share of Costs	$7,080,681

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area as shown in Table V-A.

As part of the 2022 development plan update, the Phases #2-9 Major Improvement Area is now projected to contain 1,366 residential units resulting in a total 2022 revised Equivalent Units of 534.07 as shown in Table E-27 of Appendix E. The total 2022 revised Equivalent Units for Phase #2, Phase #3 Phase #4, and Phase #5 are calculated to be 128.56, 77.97, 3.53, and 42.48 as shown in Table E-30, Table E-32, Table E-34, and Table E-36 of Appendix E, respectively. As a result, the Phases #2-9 Major Improvement Area's 2022 revised Equivalent Units applicable to Phase #6, Phase #7, and Phases #8-9 is 281.53 (i.e., 534.07 - 128.56 - 77.97 - 3.53 – 42.48 = 281.53).

Phase #6 contains 257 residential units. As shown in Table E-37 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the Phases #2-9 Major Improvement Area 2022 revised Equivalent Units applicable to Phase #6, Phases #7 and Phases #8-9, collectively, is 281.03. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #6 Assessed Property is 29.61 percent (i.e., 83.22 ÷ 281.03 = 29.61%).

Phase #7 contains 171 residential units. As shown in Table E-38 of Appendix E, the total Equivalent Units for Phase #7 is calculated as 93.51. As shown above, the Phases #2-9 Major Improvement Area 2022 revised Equivalent Units applicable to Phase #7 and Phases #8-9, collectively, is 281.03. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phase #7 Assessed Property is 33.27 percent (i.e., 93.51 ÷ 281.03 = 33.27%) as shown in Table V-C.

Phases #8-9 contain 277 residential units. As shown in Table E-39 of Appendix E, the total Equivalent Units for Phases #8-9 is calculated as 104.92. As shown above, the Phases #2-9 Major Improvement Area 2022 revised Equivalent Units applicable to Phase #6, Phase #7 and Phases #8-9, collectively, is 281.03. As a result, the percentage used to reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements applicable to the Phases #8-9 Assessed Property is 37.11 percent (i.e., 104.30 ÷ 281.03 = 37.11%) as shown in Table V-C.

Table V-C
Allocation of Initial Major Improvement Costs within the Phases #2-9 Major Improvement Area

Total Unallocated Initial Major Improvements[1]	**$7,080,681**
Phase #6	
Projected total Equivalent Units	83.22
% of total units	29.61%
Proportionate Share of Costs	$2,096,766
Phase #7	
Projected total Equivalent Units	93.51
% of total units	33.27%
Proportionate Share of Costs	$2,356,028
Phases #8-9	
Projected total Equivalent Units	104.30
% of total units	37.11%
Proportionate Share of Costs	$2,627,887

[1]Represents the original allocated amount of Initial Major Improvements to the Phases #2-9 Major Improvement Area excluding amounts allocated to Phase #2, Phase #3, Phase #4, and Phase #5. See Table V-B for amounts previously allocated to Phase #2, Phase #3, Phase #4, and Phase #5.

D. Allocation of Additional Major Improvements to Assessed Property

As shown in Table E-24 and Table E-28 of Appendix E, the 2022 revised total Equivalent Units for Phase #1 and Phases #2-9 Major Improvement Area are calculated as 132.57 and 533.57, respectively, resulting in 666.14 2022 revised total Equivalent Units for the entire PID (i.e., 132.57 + 533.57 = 666.14). As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #1 Assessed Property is calculated as 19.90 percent of the costs of the Additional Major Improvements (i.e., 132.57 ÷ 666.14 = 19.90%) and the percentage

used to reallocate the Additional Major Improvements applicable to the Phases #2-9 Major Improvement Area Assessed Property is calculated as 80.10 percent of the costs of the Additional Major Improvements (i.e., 533.57 ÷ 666.14 = 80.10%) as shown in Table V-D.

As shown in Table E-30 of Appendix E, the 2022 revised total Equivalent Units for Phase #2 is calculated as 128.56. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #2 Assessed Property is calculated as 19.30 percent of the costs of the Additional Major Improvements (i.e., 128.56 ÷ 666.14 = 19.30%) as shown in Table V-D.

As shown in Table E-32 of Appendix E, the 2022 revised total Equivalent Units for Phase #3 is calculated as 77.97. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #3 Assessed Property is calculated as 11.70 percent of the costs of the Additional Major Improvements (i.e., 77.97 ÷ 666.14 = 11.70%) as shown in Table V-D.

As shown in Table E-34 of Appendix E, the 2022 revised total Equivalent Units for Phase #4 is calculated as 3.53. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #4 Assessed Property is calculated as 0.53 percent of the costs of the Additional Major Improvements (i.e., 3.53 ÷ 666.14 = 0.53%) as shown in Table V-D.

As shown in Table E-36 of Appendix E, the 2022 revised total Equivalent Units for Phase #5 is calculated as 42.48. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #5 Assessed Property is calculated as 6.38 percent of the costs of the Additional Major Improvements (i.e., 42.48 ÷ 666.14 = 6.38%) as shown in Table V-D.

As shown in Table E-37 of Appendix E, the total Equivalent Units for Phase #6 is calculated as 83.22. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #6 Assessed Property is calculated as 12.49 percent of the costs of the Additional Major Improvements (i.e., 83.22 ÷ 666.14 = 12.49%) as shown in Table V-D.

As shown in Table E-38 of Appendix E, the total Equivalent Units for Phase #7 is calculated as 93.51. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phase #7 Assessed Property is calculated as 14.04 percent of the costs of the Additional Major Improvements (i.e., 93.51 ÷ 666.14 = 14.04%) as shown in Table V-D.

As shown in Table E-39 of Appendix E, the total Equivalent Units for Phases #8-9 is calculated as 104.30. As shown above, the 2022 revised total Equivalent Units for the entire PID is 666.14. As a result, the percentage used to reallocate the Additional Major Improvements applicable to the Phases #8-9 Assessed Property is calculated as 15.66 percent of the costs of the Additional Major Improvements (i.e., 104.30 ÷ 666.14 = 15.66%) as shown in Table V-D.

The Additional Major Improvements provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Additional Major Improvements have been allocated throughout all Assessed Property in the District.

Table V-D
Allocation of Additional Major Improvements

Authorized Improvement	Total Costs
Roadway Improvements	$1,417,681
Water Improvements	$182,128
Sanitary Sewer Improvements	$172,975
Storm Drainage Improvements	$285,348
Other soft and miscellaneous costs	$80,026
Total Additional Major Improvements	**$2,138,158**
Phase #1	
Projected total Equivalent Units	132.57
% of total units	19.90%
Proportionate Share of Costs	$425,520
Phase #2	
Projected total Equivalent Units	128.56
% of total units	19.30%
Proportionate Share of Costs	$412,648
Phase #3	
Projected total Equivalent Units	77.97
% of total units	11.70%
Proportionate Share of Costs	$250,266
Phase #4	
Projected total Equivalent Units	3.53
% of total units	0.53%
Proportionate Share of Costs	$11,330
Phase #5	
Projected total Equivalent Units	42.48
% of total units	6.38%
Proportionate Share of Costs	$136,351
Phase #6	
Projected total Equivalent Units	83.22
% of total units	12.49%
Proportionate Share of Costs	$267,117
Phase #7	
Projected total Equivalent Units	93.51
% of total units	14.04%
Proportionate Share of Costs	$300,146
Phases #8-9	
Projected total Equivalent Units	104.30
% of total units	15.66%
Proportionate Share of Costs	$334,779

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E. ASSESSMENT METHODOLOGY

The Actual Costs 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 Actual Costs 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 Phases #2-9 Major Improvement Area

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects financed with the Phases #2-9 Major Improvement Area Bonds and Phases #2-9 Refunding and Improvement Bonds shall be allocated to the Phases #2-9 Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels within the Phases #2-9 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phases #2-9 Major Improvement Area Initial Projects and the Budgeted Costs of the Phases #2-9 Major Improvement Area Additional Projects and costs incurred in the issuance of the Phase #2-9 Major Improvement Area Bonds and the Phases #2-9 Refunding and Improvement Bonds, as set forth in Table III-A, Table III-B, and Table III-C, the City Council has determined that the benefit to the Phases #2-9 Major Improvement Area Assessed Property from the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects and costs incurred in the issuance of the Phases #2-9 Major Improvement Area Bonds and the Phases #2-9 Refunding and Improvement Bonds is at least equal to the Assessments levied on the Phases #2-9 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within the Phases #2-9 Major Improvement Area is shown on the Phases #2-9 Major Improvement Area Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

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2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Initial Projects, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #1 Initial Projects and the Actual Costs of the Phase #1 Additional Projects, and costs incurred in the issuance of the Phase #1 Bonds and the Phase #1 Refunding Bonds, as set forth in Table III-D, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Initial Projects and the Phase #1 Additional Projects, and costs incurred in the issuance of the Phase #1 Bonds and the Phase #1 Refunding Bonds, is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

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.

Appendix E shows the detailed calculation of the Assessment per Equivalent Unit and the Assessment for each Lot Type.

3. Assessment Methodology for Phase #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #2 Initial Projects and the Actual Costs of the Phase #2 Additional Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Table III-E and Table-M, the City Council has determined

that the benefit to Phase #2 Assessed Property is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #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.

4. Assessment Methodology for Phase #3

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements shall be allocated to the Phase #3 Assessed Property by spreading the entire Assessment across the Parcels within Phase #3 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #3 Initial Projects and the Actual Costs of the Phase #3 Additional Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Table III-F and Table-M, the City Council has determined that the benefit to Phase #3 Assessed Property is at least equal to the Assessments levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more

vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

5. Assessment Methodology for Phase #4

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements shall be allocated to the Phase #4 Assessed Property by spreading the entire Assessment across the Parcels within Phase #4 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #4 Initial Projects and the Actual Costs of the Phase #4 Additional Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Table III-G and Table-M, the City Council has determined that the benefit to Phase #4 Assessed Property is at least equal to the Assessments levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. Assessment Methodology for Phase #5

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #5 Improvements shall be allocated to the Phase #5 Assessed Property by spreading the entire Assessment across the Parcels within Phase #5 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phase #5 Initial Projects and the Actual Costs of the Phase #5 Additional Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Table III-H and Table-M, the City Council has determined that the benefit to Phase #5 Assessed Property is at least equal to the Assessments levied on the Phase #5 Assessed Property

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

7. Assessment Methodology for Phase #6

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #6 Projects shall be allocated to the Phase #6 Assessed Property by spreading the entire Assessment across the Parcels within Phase #6 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #6 Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Tables III-I and Table-M, the City Council has determined that the benefit to Phase #6 Assessed Property is at least equal to the Assessments levied on the Phase #6 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share

of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

8. Assessment Methodology for Phase #7

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #7 Projects shall be allocated to the Phase #7 Assessed Property by spreading the entire Assessment across the Parcels within Phase #7 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #7 Projects and costs incurred in the issuance of the Phases #2-9 Refunding and Improvement Bonds, as set forth in Tables III-J and Table-M, the City Council has determined that the benefit to Phase #7 Assessed Property is at least equal to the Assessments levied on the Phase #7 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #7 is shown on the Phase #7 Assessment Roll, attached as Appendix M, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

9. Assessment Methodology for Phases #8-9

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #8-9 Projects shall be allocated to the Phases #8-9 Assessed Property by

spreading the entire Assessment across the Parcels within Phases #8-9 based on the estimated Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phases #8-9 Projects and costs incurred in the issuance of the Phases #8-9 Improvement Bonds, as set forth in Tables III-L, the City Council has determined that the benefit to Phases #8-9 Assessed Property is at least equal to the Assessments levied on the Phases #8-9 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Lot Type based on the ratio of the Equivalent Unit applicable to each Lot Type at the time residential Lots are platted to the total Equivalent Units of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council. The result of this approach will be that each final residential Lot within a recorded subdivision plat with similar values will have the same Assessment, with larger, more valuable Lots having a proportionately larger share of the Assessments than smaller, less valuable Lots. As part of the determination as to the ability of different Lot Types to utilize and benefit from the Authorized Improvements, the City Council has taken into consideration that larger, more expensive homes, on average, will create more vehicle trips and greater demands for water and wastewater consumption, and larger, more expensive homes are likely to be built on larger, more valuable lots placing greater demand on the Authorized Improvements.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #8-9 is shown on the Phases #8-9 Assessment Roll, attached as Appendix N, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

F. ASSESSMENTS

The Assessments for the Phases #2-9 Major Improvement Area, Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, Phase #7, and Phases #8-9 are levied on each Parcel according to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, the Phase #6 Assessment Roll, the Phase #7 Assessment Roll, and the Phases #8-9 Assessment Roll attached hereto as Appendix F, Appendix G, Appendix H, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, and Appendix N, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

G. 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 the Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

H. Additional Interest Reserve

Pursuant to the PID Act, the interest rate for Assessments that 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 which secure a series of Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds (the "Additional Interest Component").

Funds generated by the Additional Interest Component related to the Phase #1 Refunding Bonds, the Phases #2-9 Refunding and Improvement Bonds, and the Phases #8-9 Improvement Bonds are held in reserves held under the applicable Trust Indenture, which may be used to fund the associated interest charged between the date of prepayment of an Assessment and the date on which Phase #1 Refunding Bonds, the Phases #2-9 Refunding and Improvement Bonds, or the Phases #8-9 Improvement Bonds are prepaid, to offset any possible delinquent payments and pay Administrative Expenses provided for in the applicable Trust Indenture.

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VI. TERMS OF THE ASSESSMENT

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE PHASES #2-9 MAJOR IMPROVEMENT AREA

Original – Phases #2-9 Major Improvement Area Assessment Roll

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-9 Major Improvement Area are shown on the Phases #2-9 Major Improvement Area Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phases #2-9 Major Improvement Area Assessed Property shall be collected in an amount sufficient to pay (i) principal and interest due on Phases #2-9 Major Improvement Area proportional share of the Phases #2-9 Refunding and Improvement Bonds, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property 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.

The Annual Installments for each Assessed Property located within Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Refunding Bonds, (ii) the Additional Interest Component to fund the Additional Interest Reserve described in Section V, and (iii) Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #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.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #2's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #2 Improvements, (ii) the Additional Interest

Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #3

The Assessment and Annual Installments for each Assessed Property located within Phase #3 is shown on the Phase #3 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #3 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #3's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #3 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

E. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #4

The Assessment and Annual Installments for each Assessed Property located within Phase #4 is shown on the Phase #4 Assessment Roll, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #4 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #4's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #4 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

F. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #5

The Assessment and Annual Installments for each Assessed Property located within Phase #5 is shown on the Phase #5 Assessment Roll, attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #5 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #5's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #5 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

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G. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #6

The Assessment and Annual Installments for each Assessed Property located within Phase #6 is shown on the Phase #6 Assessment Roll, attached as Appendix L, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #6 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #6's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #6 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

H. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #7

The Assessment and Annual Installments for each Assessed Property located within Phase #7 is shown on the Phase #7 Assessment Roll, attached as Appendix M, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, the Annual Installments for each Assessed Property located within Phase #7 shall be collected in an amount sufficient to pay (i) principal and interest due on Phase #7's proportional share of the Phases #2-9 Refunding and Improvement Bonds related to Phase #7 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

I. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #8-9

The Assessment and Annual Installments for each Assessed Property located within Phases #8-9 is shown on the Phases #8-9 Assessment Roll, attached as Appendix N, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

Following the issuance of the Phases #8-9 Improvement Bonds, the Annual Installments for each Assessed Property located within Phases #8-9 shall be collected in an amount sufficient to pay (i) principal and interest due on Phases #8-9 Improvement Bonds related to Phases #8-9 Improvements, (ii) the Additional Interest Component to fund the Additional Interest Reserve, if any, and (iii) Administrative Expenses related to the PID.

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J. 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 existing 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 and related Prepayment Costs 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.

K. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the party making such transfer of such Parcel shall pay to

the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. Payments required as described in Section I or this Section J 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.

L. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or an obligation due under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the related obligation under the Reimbursement Agreement, as the case may be, 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 as described in the applicable Trust Indenture or Reimbursement Agreement such that the sum of the resulting reduced Assessments for all applicable Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series, or as provided in the Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may, as and if permitted in the applicable Trust Indenture, reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under 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 obligations under the Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds or as described in the applicable Trust Indenture. 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 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 based on 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 the amount outstanding under the Reimbursement Agreement.

M. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture or applicable reimbursement agreement; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner responsible to pay an Assessment, the Assessment on any Parcel plus Prepayment Costs related thereto may be paid in part; provided, however, if PID Bonds have been issued, then such payment shall be in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator and approved by the City. 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 Rolls, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Component.

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Phases #2-9 Major Improvement Area

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phases #2-9 Major Improvement Area Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Consolidated Summary of Assessments for Phases #2-9 Major Improvement Area Initial Projects and Phases #2-7 Projects attached as Exhibit 2 sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.00% in years 1 through 16 (2025-2040), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phases #2-9 Major Improvement Area Assessment Roll in Appendix F and the Consolidated Summary of Assessments for Phases #2-9 Major Improvement Area Initial Projects and Phases #2-7 Projects as shown in Exhibit 2.

Phase #1 Refunding

Following the issuance of the Phase #1 Refunding Bonds, each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Refunding Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.00% in years 1 through 10 (2021-2030), 3.00% in years 11 through 15 (2031 through 2035), 2.625% in years 16 through 20 (2036-2040), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix G.

Phase #2

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.00% in years 1 through 20 (2025-2044), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve. If and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll is shown as Appendix H and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phase #3

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #3 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #3 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.00% in years 1 through 22 (2025-2046), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #3 Assessment Roll. The Phase #3 Assessment

Roll is shown as Appendix I and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phase #4

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #4 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #4 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 4.61% in years 1 through 23 (2025-2047), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #4 Assessment Roll. The Phase #4 Assessment Roll is shown as Appendix J and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phase #5

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #5 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #5 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 4.64% in years 1 through 24 (2025-2048), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #5 Assessment Roll. The Phase #5 Assessment Roll is shown as Appendix K and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phase #6

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #6 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #6 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 5.00% in years 1 through 29 (2025-2053), and the Additional Interest Rate of up to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #6 Assessment Roll. The Phase #6 Assessment Roll is shown as Appendix L and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phase #7

Following the issuance of the Phases #2-9 Refunding and Improvement Bonds, each Assessment for the Phase #7 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #2-9 Refunding and Improvement Bonds. The Phase #7 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an estimated average interest rate of 5.00% in years 1 through 30 (2024-2054), and the Additional Interest Rate of up

to 0.5% to fund Additional Interest Reserve, if and when collected. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #7 Assessment Roll. The Phase #7 Assessment Roll is shown as Appendix M and summarized in the Consolidated Summary of Assessments for Phases #2-7 Projects as shown in Exhibit 1.

Phases #8-9

Following the issuance of the Phases #8-9 Improvement Bonds, each Assessment for the Phases #8-9 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phases #8-9 Improvement Bonds. The Phases #8-9 Assessment Roll set forth for each year the Annual Installment for each Parcel based on an estimated interest rate of 6.15% in years 1 through 30 (2025-2055), and the Additional Interest Rate of up to 0.5% to fund the Additional Interest Reserve. Furthermore, the Annual Installments may not exceed the amounts shown on the Phases #8-9 Assessment Roll. The Phases #8-9 Assessment Roll is shown as Appendix N.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Bonds and/or the obligation due 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 the obligation due under the Reimbursement Agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the 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.

N. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, 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 (if applicable). Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes, as applicable, 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.

Phases #2-9 Major Improvement Area

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments of the Assessment against the Phases #2-9 Major Improvement Area commenced with the issuance of the Phases #2-9 Major Improvement Area Bonds.

Phase #1

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #2 Improvements were billed in October 2018.

Phase #3

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #3 Improvements were billed in October 2020.

Phase #4

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #4 Improvements were billed in October 2021.

Phase #5

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #5 Improvements were billed in October 2022.

Phase #6

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #6 Improvements were billed in October 2023.

Phase #7

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the obligation under the Reimbursement Agreement for Phase #7 Improvements were billed in October 2024.

Phases #8-9

The collection of the first Annual Installment for a Phases #8-9 Lot or Phases #8-9 Parcel shall commence upon the earlier of: (i) September 1, 2026, (ii) with tax bills sent the first October after the issuance of the Phases #8-9 Improvement Bonds such that upon the issuance of such Bonds, all Assessments levied for Phases #8-9 Projects shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phases #8-9 Projects on the Phases #8-9 Assessed Property. Such first Annual Installment for a Phases #8-9 Lot or Phases #8-9 Parcel shall be due by January 31st of the following calendar year.

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.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Original – Phases #2-9 Major Improvement Area Assessment Roll

Each Parcel within the Phases #2-9 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the major improvements, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-9 Major Improvement Area.

Phases #2-9 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-9 Major Improvement Area Initial Projects and receives benefit from the Phases #2-9 Major Improvement Area Additional Projects being paid for by the Developer. Table VII-A summarizes the $21,241,050 in special benefit received by the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, the pro rata costs of the PID formation, and issuance costs for the Phases #2-9 Major Improvement Area Bonds. The amount of Phases #2-9 Major Improvement Area Bonds and the portion of the Reimbursement Agreement related to the Phases #2-9 Major Improvement Area Initial Projects was $18,150,000 [$13,150,000 + $5,000,000 = $18,150,000], at the time of levy of the Assessments against the Phases #2-9 Major Improvement Area Assessed Property, which is less than the benefit received by Phases #2-9 Major Improvement Area Assessed Property for the Phases #2-9 Major Improvement Area Initial Projects and the Phases #2-9 Major Improvement Area Additional Projects, and as such the total Assessment for all Assessed Property within Phases #2-9 Major Improvement Area for the Phases #2-9 Major Improvement Area Projects is $18,150,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within the Phases #2-9 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan.

The Assessments levied against the Phases #2-9 Major Improvement Area Assessed Property shown in Appendix F are being updated to reflect the Phases #2-9 Major Improvement Area's share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $737,265. The net assessment on the Phases #2-9 Major Improvement Area Assessed Property was $18,150,000, resulting in $2,125,355 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phases #2-9 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-A
Special Benefit Summary – Phases #2-9 Major Improvement Area

Special Benefit	Total
Total Phases #2-9 Major Improvement Area Initial Projects[1]	$13,578,272
Bond Issuance Costs:	
Debt service reserve	$1,073,375
Capitalized interest	$1,590,250
Bond issuance costs	$1,908,104
Subtotal Bond Issuance Costs	*$4,571,728*
Refunding Bond Issuance Costs:	
Debt service reserve	$237,561
Issuance Costs	$531,866
Additional Interest	$115,150
Underwriter's Discount	$345,450
Surety Bond	$8,104
Bond Insurance Premium	$149,958
Subtotal Refunding Bond Issuance Costs	*$1,388,090*
Total Special Benefit	**$19,538,090**
Special Benefit:	
Total Special Benefit	$19,538,090
Assessment	$18,150,000
Principal Refunding related savings	($737,265)
Excess Benefit	**$2,125,355**

[1]See Table III-A for details.
[2]See Table III-B and Table III-C for details.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Initial Projects and receives benefit from the Phase #1 Additional Projects being paid for by the Developer. Table VII-B summarizes the $11,397,743 in special benefit received by Phase #1 Assessed Property from the Phase #1 Initial Projects and Phase #1 Additional Projects, the pro rata costs of the PID formation, and the issuance costs for the Phase #1 Bonds. The original amount of Phase #1 Bonds was $9,000,000, which was less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 was $9,000,000 plus annual Administrative Expenses and other authorized charges. In addition, the Phase #1 Assessments were adjusted to reflect the Phase #1 Refunding Bond related savings in the total amount of $475,000. As a result, the net assessment on the Phase #1 Assessed Property was $8,525,000, resulting in $2,872,743 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-B
Special Benefit Summary – Phase #1

Special Benefit	Total Cost
Total Phase #1 Initial Projects[1]	$9,272,722
Total Phase #1 Additional Projects	$425,124
Subtotal	*$9,697,846*
PID Formation/Bond Issuance Costs:	
Debt service reserve	$727,844
Capitalized interest	$456,939
Bond issuance costs	$515,114
Subtotal Bond Issuance Costs	*$1,699,897*
Total Special Benefit	**$11,397,743**
Special Benefit:	
Total Special Benefit	$11,397,743
Original Assessment:	$9,000,000
Refunding related savings	($475,000)
Net Assessment	*$8,525,000*
Excess Benefit	**$2,872,743**

[1]See Table III-D details.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements and receives benefit from the Phase #2 Additional Projects being paid for by the Developer. Table VII-C summarizes the $5,826,292 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements, the Phase #2 Additional Projects and the pro rata costs of the PID formation. The outstanding amount related to Phase #2 is $5,300,000. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

The Phase #2 Assessments shown in Appendix H are being updated to reflect the Phase #2 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $887. The net assessment on the Phase #2 Assessed Property was $5,300,000, resulting in $1,045,575 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-C
Special Benefit Summary – Phase #2

Special Benefit	Phase #2 Portion of Phases #2-7 Projects
Total Phase #2 Improvements[1]	$5,414,027
Total Phase #2 Additional Projects	$412,648
Subtotal	*$5,826,675*
Refunding Bond Issuance Costs	
Reserve Fund	$87,870
Cost of Issuance	$192,889
Underwriter's Discount	$127,800
Additional Interest	$42,600
Surety Bond	$4,599
Bond Insurance	$62,254
Subtotal Refunding Bond Issuance Costs	*$518,012*
Total Special Benefit	**$6,344,688**
Special Benefit:	
Total Special Benefit	$6,344,688
Original Phase #2 Assessment	$5,300,000
Principal Refunding related savings	($887)
Excess Benefit	**$1,045,575**

[1]See Table III-E for details.

D. PHASE #3 ASSESSMENT ROLL

Phase #3 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #3 Improvements and receives benefit from the Phase #3 Additional Projects being paid for by the Developer. Table VII-D summarizes the $4,627,033 in special benefit received by Phase #3 Assessed Property from the Phase #3 Improvements, the Phase #3 Additional Projects and the pro rata costs of the PID formation. The outstanding amount related to Phase #3 is $3,700,000. The Assessment for each Parcel of Assessed Property within Phase #3 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

The Phase #3 Assessments shown in Appendix I are being updated to reflect the Phase #3 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $94. The net assessment on the Phase #3 Assessed Property was $3,700,000, resulting in $1,286,081 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #3 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-D
Special Benefit Summary – Phase #3

Special Benefit	Phase #3 Portion of Phases #2-7 Projects
Total Phase #3 Improvements[1]	$4,377,000
Total Phase #3 Additional Projects	$250,266
Subtotal	*$4,627,266*
Refunding Bond Issuance Costs	
Reserve Fund	$60,292
Cost of Issuance	$132,351
Underwriter's Discount	$87,690
Additional Interest	$29,230
Surety Bond	$2,780
Bond Insurance	$46,378
Subtotal Refunding Bond Issuance Costs	*$358,721*
Total Special Benefit	**$4,985,987**
Special Benefit:	
Total Special Benefit	$4,985,987
Original Phase #3 Assessment	$3,700,000
Principal Refunding related savings	($94)
Excess Benefit	**$1,286,081**

[1]See Table III-F for details.

E. PHASE #4 ASSESSMENT ROLL

Phase #4 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #4 Improvements and receives benefit from the Phase #4 Additional Projects being paid for by the Developer. Table VII-E summarizes the $403,320 in special benefit received by Phase #4 Assessed Property from the Phase #4 Improvements, the Phase #4 Additional Projects and the pro rata costs of the PID formation. The outstanding par amount related to Phase #4 is $167,000. The Assessment for each Parcel of Assessed Property within Phase #4 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

The Phase #4 Assessments shown in Appendix J are being updated to reflect the Phase #4 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $0. The net assessment on the Phase #4 Assessed Property was $167,000, resulting in $256,509 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #4 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-E
Special Benefit Summary – Phase #4

Special Benefit	Phase #4 Portion of Phases #2-7 Projects
Total Phase #4 Improvements[1]	$392,000
Total Phase #4 Additional Projects	$11,330
Subtotal	*$403,330*
Refunding Bond Issuance Costs	
Reserve Fund	$3,383
Cost of Issuance	$7,426
Underwriter's Discount	$4,920
Additional Interest	$1,640
Surety Bond	$160
Bond Insurance	$2,651
Subtotal Refunding Bond Issuance Costs	*$20,179*
Total Special Benefit	**$423,509**
Special Benefit:	
Total Special Benefit	$423,509
Original Phase #4 Assessment	$167,000
Principal Refunding related savings	$0
Excess Benefit	**$256,509**

[1]See Table III-G for details.

F. PHASE #5 ASSESSMENT ROLL

Phase #5 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #5 Improvements and receives benefit from the Phase #5 Additional Projects being paid for by the Developer. Table VII-F summarizes the $3,600,419 in special benefit received by Phase #5 Assessed Property from the Phase #5 Improvements, the Phase #5 Additional Projects and the pro rata costs of the PID formation. The outstanding amount related to Phase #5 is $2,510,000. The Assessment for each Parcel of Assessed Property within Phase #5 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

The Phase #5 Assessments shown in Appendix K are being updated to reflect the Phase #5 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $459. The net assessment on the Phase #5 Assessed Property was $2,510,000, resulting in $1,385,368 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #5 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-F
Special Benefit Summary – Phase #5

Special Benefit	Phase #5 Portion of Phases #2-7 Projects
Total Phase #5 Improvements[1]	$3,464,195
Total Phase #5 Additional Projects	$136,351
Subtotal	*$3,600,546*
Refunding Bond Issuance Costs	
Reserve Fund	$49,401
Cost of Issuance	$108,444
Underwriter's Discount	$71,850
Additional Interest	$23,950
Surety Bond	$1,976
Bond Insurance	$38,743
Subtotal Refunding Bond Issuance Costs	*$294,363*
Total Special Benefit	**$3,894,909**
Special Benefit:	
Total Special Benefit	$3,894,909
Original share of Phases #2-9 Assessments	$2,510,000
Principal Refunding related savings	($459)
Excess Benefit	**$1,385,368**

[1]See Table III-G for details.

G. PHASE #6 ASSESSMENT ROLL

Phase #6 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #6 Projects. Table VII-G summarizes the $5,967,861 in special benefit received by Phase #6 Assessed Property from the Phase #6 Projects and the pro rata costs of the PID formation. The outstanding amount related to Phase #6 is $5,967,861, which is less than the benefit received by Phase #6 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #6 is $5,967,861 plus annual Administrative Expenses and other authorized charges.

The Phase #6 Assessments shown in Appendix L are being updated to reflect the Phase #6 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $851. The net assessment on the Phase #6 Assessed Property was $5,967,861, resulting in $625,745 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #6 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-G
Special Benefit Summary – Phase #6

Special Benefit	Phase #6 Portion of Phases #2-7 Projects
Total Phase #6 Improvements[1]	$5,968,061
Subtotal	*$5,968,061*
Refunding Bond Issuance Costs	
Reserve Fund	$104,309
Cost of Issuance	$228,977
Underwriter's Discount	$151,710
Additional Interest	$50,570
Surety Bond	$2,749
Bond Insurance	$86,379
Subtotal Refunding Bond Issuance Costs	*$624,693*
Total Special Benefit	**$6,592,755**
Special Benefit:	
Total Special Benefit	$6,592,755
Original share of Phases #2-9 Assessments	$5,967,861
Principal Refunding related savings	($851)
Excess Benefit	**$625,745**

[1]See Table III-I for details.

H. PHASE #7 ASSESSMENT ROLL

Phase #7 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #7 Projects. Table VII-H summarizes the $7,920,908 in special benefit received by Phase #7 Assessed Property from the Phase #7 Improvements and the pro rata costs of the PID formation. The outstanding amount related to Phase #7 is $7,920,908, which is less than the benefit received by Phase #7 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #7 is $7,920,908 plus annual Administrative Expenses and other authorized charges.

The Phase #7 Assessments shown in Appendix M are being updated to reflect the Phase #7 share of the Phases #2-9 Refunding and Improvement Bonds. The Phases #2-9 Refunding and Improvement Bonds related savings total amount is $130. The net assessment on the Phase #7 Assessed Property was $7,920,908, resulting in $964,525 in excess benefit as shown below. The Assessment for each Parcel of Assessed Property within Phase #7 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-H
Special Benefit Summary – Phase #7

Special Benefit	Phase #7 Portion of Phases #2-7 Projects
Total Phase #7 Improvements[1]	$7,871,187
Administrative Expenses (First Year)	$50,000
Subtotal	*$7,921,187*
Refunding Bond Issuance Costs	
Reserve Fund	$160,269
Cost of Issuance	$351,819
Underwriter's Discount	$233,100
Additional Interest	$77,700
Surety Bond	$4,978
Bond Insurance	$136,250
Subtotal Refunding Bond Issuance Costs	*$964,116*
Total Special Benefit	**$8,885,303**
Special Benefit:	
Total Special Benefit	$8,885,303
Original Phase #7 Assessment	$7,920,908
Refunding related savings	($130)
Excess Benefit	**$964,525**

[1]See Table III-J for details.

I. PHASES #8-9 ASSESSMENT ROLL

Phases #8-9 Assessed Property is being assessed for the special benefits conferred upon the property as a result of the Phases #8-9 Projects. Table VII-I summarizes the $12,014,339 in special benefit received by Phases #8-9 Assessed Property from the Phases #8-9 Projects, the pro rata costs of the PID formation, Administration Expenses, and bond issuance costs. The total Assessment related to Phases #8-9 is $10,800,000, which is less than the benefit received by Phases #8-9 Assessed Property, and as such the total Assessment for all Assessed Property within Phases #8-9 is $10,800,000 plus annual Administrative Expenses and other authorized charges. The Assessment for each Parcel of Assessed Property within Phases #8-9 is calculated based on the allocation methodologies described in Section V.E of this Service and Assessment Plan.

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Table VII-I
Special Benefit Summary – Phases #8-9

Special Benefit	Total Cost
Total Phases #8-9 Projects[1]	$9,649,439
Bond Issuance Costs	
Reserve Fund	$824,200
Cost of Issuance	$502,500
Underwriter's Discount	$324,000
Administrative Expenses	$50,000
Capitalized Interest	$664,200
Subtotal Bond Issuance Costs	*$2,364,900*
Total Special Benefit	**$12,014,339**
Special Benefit:	
Total Special Benefit	$12,014,339
Assessment	$10,800,000
Excess Benefit	**$1,214,339**

[1]See Table III-J for details.

J. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator previously prepared and the Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-9 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll, the Phase #4 Assessment Roll, the Phase #5 Assessment Roll, the Phase #6 Assessment Roll, the Phase #7 Assessment Roll, and the Phases #8-9 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); (iv) payments of the Assessment, if any, as provided by Section VI.M of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer.

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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 Assessed Property 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 Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property 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 Property owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:

(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Administrative Expenses, 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 applicable Trust Indenture, such determination shall be conclusive. Tables within this Service and Assessment Plan may be rounded to the nearest dollar.

E. Severability

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to a parcel of Assessed Property 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.

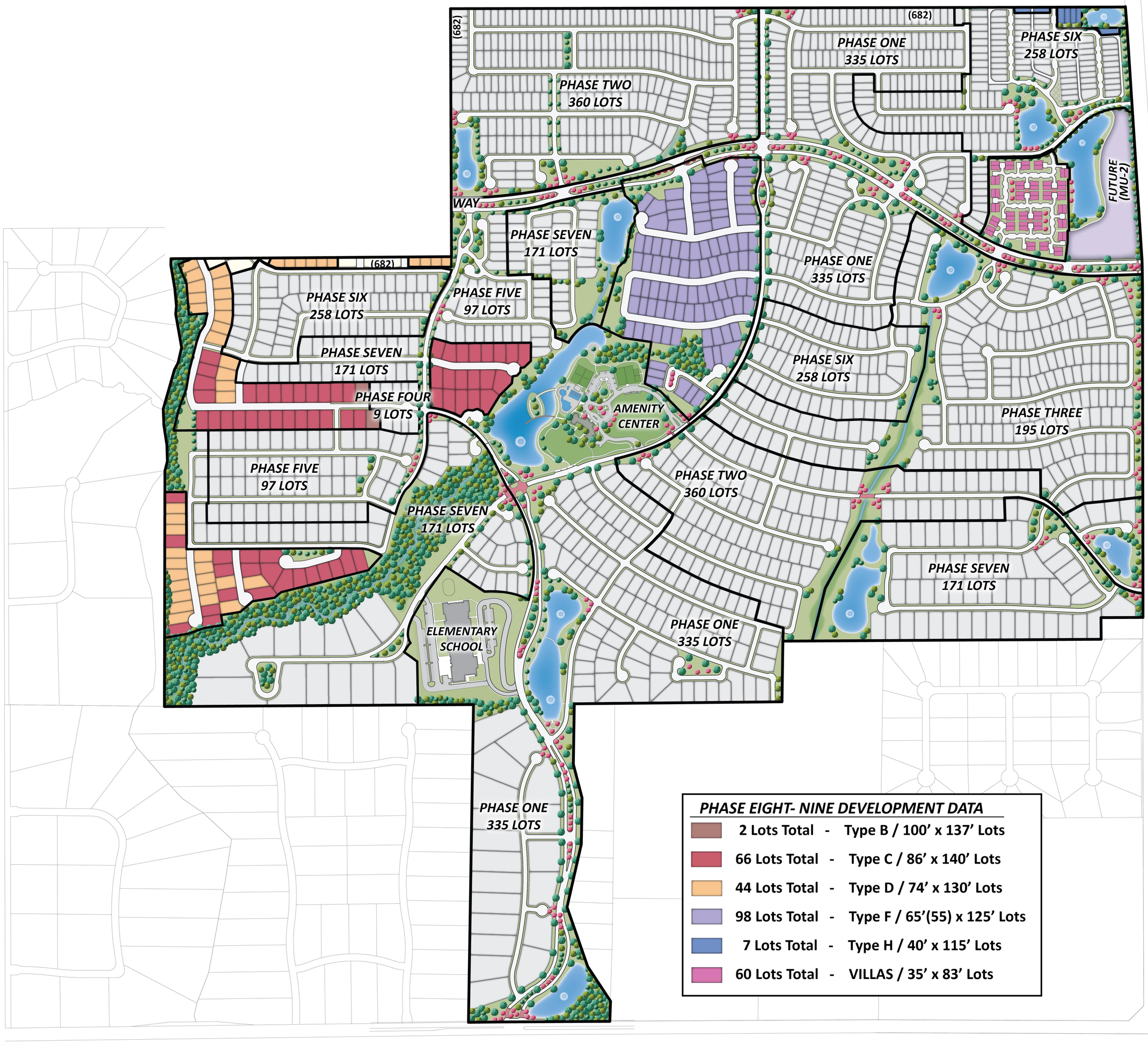
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
THE PID MAP AND LEGAL DESCRIPTIONS

MUSTANG LAKES
PHASE 8 - 9 (682)

MUSTANG LAKES



PHASE EIGHT- NINE DEVELOPMENT DATA

2 Lots Total	-	Type B / 100’ x 137’ Lots
66 Lots Total	-	Type C / 86’ x 140’ Lots
44 Lots Total	-	Type D / 74’ x 130’ Lots
98 Lots Total	-	Type F / 65’(55) x 125’ Lots
7 Lots Total	-	Type H / 40’ x 115’ Lots
60 Lots Total	-	VILLAS / 35’ x 83’ Lots

Celina, Texas
11-22-2022
05052

Existing Lots
Future Lots
Mixed Use

This layout is for conceptual purposes only, based on preliminary information. It is subject to change without notice and also subject to governmental approvals.

Image is shown at a scale of **1” = 400’** when printed at 24x36.

N

Cambridge

PAPE-DAWSON ENGINEERS

PHASES #8-9 LEGAL DESCRIPTIONS

WHEREAS, CELINA 683 PARTNERS, L.P., a Texas Limited Partnership, CELINA 557 PARTNERS, L.P., a Texas Limited Partnership, and CITY OF CELINA are the owners of the land shown on this plat within the areas described by metes and bounds as follows:

21.335 Acres Tract (tracts 1-3_phase 8)

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being a portion of the remainder tract of land described in Deed to CELINA 682 PARTNERS L.P., recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the most westerly northwest corner of said CELINA 682 PARTNERS L.P. tract, on the south line of a tract of land described in Deed to CELINA 557 PARTNERS, L.P., recorded in Document Number 20190205000119410, Official Public Records, Collin County, Texas;

THENCE N 89° 38' 46" E, along the common north line of said CELINA 682 PARTNERS L.P. tract and the south line of said CELINA 557 PARTNERS, L.P. tract, a distance of 1,947.39 feet to an interior ell corner of said CELINA 682 PARTNERS L.P. tract;

THENCE N 00° 14' 27" W, along a west line of said CELINA 682 PARTNERS L.P. tract, a distance of 304.59 feet to the southwest corner of Ownsby Parkway, an 60’ existing right-of-way line according to the document of record file in Document Number 20210811010002910, Official Public Records, Collin County, Texas;

THENCE N 89° 45' 33" E, leaving said west line and with the south right-of-way line of said Ownsby Parkway, a distance of 70.45 feet;

THENCE S 45° 14' 27" E, a distance of 35.36 feet;

THENCE S 00° 14' 27" E, a distance of 20.78 feet to the beginning of a curve to the right having a central angle of 32° 12' 16", a radius of 114.50 feet and a chord bearing and distance of S 15° 51' 41" W, 63.51 feet;

Along said curve to the right, an arc distance of 64.36 feet;

THENCE S 31° 57' 49" W, a distance of 49.82 feet to the beginning of a curve to the left having a central angle of 32° 30' 07", a radius of 110.50 feet and a chord bearing and distance of S 15° 42' 45" W, 61.85 feet;

Along said curve to the left, an arc distance of 62.68 feet to the beginning of a reverse curve to the right having a central angle of 17° 08' 54", a radius of 575.00 feet and a chord bearing and distance of S 08° 02' 09" W, a distance of 171.45 feet;

Along said curve to the right, an arc distance of 172.09 feet;

THENCE S 63° 36' 11" W, a distance of 13.77 feet;

THENCE N 69° 54' 06" W, a distance of 4.38 feet to the beginning of a curve to the left having a central angle of 20° 27' 08", a radius of 175.00 feet and a chord bearing and distance of N 80° 07' 40" W, 62.14 feet;

Along said curve to the left, an arc distance of 62.47 feet;

THENCE S 89° 38' 46" W, a distance of 1,112.68 feet to the beginning of a curve to the right having a central angle of 41° 25' 14", a radius of 225.00 feet and a chord bearing and distance of N 69° 38' 37" W, 159.14 feet;

Along said curve to the right, an arc distance of 162.66 feet;

THENCE S 41° 04' 00" W, a distance of 50.00 feet to the beginning of a curve to the left having a central angle of 05° 36' 47", a radius of 175.00 feet and a chord bearing and distance of S 27° 32' 14" W, 17.14 feet;

Along said curve to the left, an arc distance of 17.14 feet;

THENCE S 74° 29' 32" W, a distance of 166.14 feet;

THENCE S 05° 55' 25" E, a distance of 142.80 feet;

THENCE S 00° 21' 14" E, a distance of 147.03 feet;

THENCE S 07° 18' 54" W, a distance of 69.08 feet;

THENCE S 18° 09' 01" W, a distance of 157.29 feet;

THENCE N 76° 17' 34" W, a distance of 12.50 feet;

THENCE S 13° 33' 49" W, a distance of 50.00 feet;

THENCE S 76° 17' 34" E, a distance of 32.26 feet to the beginning of a curve to the right through 08° 54' 51", a radius of 475.00 feet and a chord bearing and distance of S 71° 50' 09" E, 73.83 feet;

Along said curve to the right, an arc distance of 73.90 feet to the beginning of a reverse curve to the left having a central angle of 02° 31' 22", a radius of 525.00 feet and a chord bearing and distance of S 68° 38' 24" E, 23.11 feet;

Along said curve to the left, an arc distance of 23.12 feet;

THENCE S 26° 08' 55" E, a distance of 14.31 feet;

THENCE S 18° 09' 01" W, a distance of 60.51 feet to the beginning of a curve to the left having a central angle of 18° 30' 15", a radius of 275.00 feet and a chord bearing and distance of S 08° 53' 53" W, 88.43 feet;

Along said curve to the left, an arc distance of 88.81 feet;

THENCE S 00° 21' 14" E, a distance of 10.55 feet;

THENCE N 89° 38' 46" E, a distance of 930.00 feet;

THENCE S 00° 21' 14" E, a distance of 188.00 feet;

THENCE N 89° 38' 46" E, a distance of 73.02 feet;

THENCE S 00° 21' 14" E, a distance of 137.00 feet;

THENCE S 89° 38' 46" W, a distance of 1,497.22 feet to a point on the west line of the above mentioned CELINA 682 PARTNERS L.P. tract;

THENCE along the west line of said CELINA 682 PARTNERS L.P. tract, the following courses and distances:

N 08° 43' 39" W, a distance of 33.77 feet;

N 02° 14' 13" W, a distance of 113.37 feet;

N 15° 56' 43" E, a distance of 284.21 feet;

N 27° 49' 29" E, a distance of 53.72 feet;

N 13° 03' 17" E, a distance of 109.39 feet;

N 10° 02' 27" W, a distance of 235.76 feet;

N 04° 58' 53" E, a distance of 56.26 feet;

N 05° 12' 56" W, a distance of 121.33 feet;

N 09° 39' 44" W, a distance of 165.65 feet;

N 01° 30' 36" E, a distance of 45.98 feet to the POINT OF BEGINNING and containing 21.335 acres or 929,364 square feet of land more or less.

TRACT 4
BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN A DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2-INCH IRON ROD ON THE NORTHWEST LINE OF LOT 8X, BLOCK V, AMENDED PLAT MUSTANG LAKES PHASE ONE, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 20170201010000510, (O.P.R.C.C.T.), FOR THE SOUTH CORNER OF LOT 4X, BLOCK PP, MUSTANG LAKES PHASE FIVE, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN 20210811010002910, (O.P.R.C.C.T.);
THENCE ALONG THE NORTHWEST LINE OF SAID LOT 8X, BLOCK V, THE FOLLOWING COURSES AND DISTANCES:
S 47°01'22" W, A DISTANCE OF 321.33 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”, FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 014°41'45", A CHORD BEARING AND DISTANCE OF S 39°40'30" W - 38.37 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 38.47 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”;

S 32°19'37" W, A DISTANCE OF 124.24 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”;

S 41°31'40" W, A DISTANCE OF 112.27 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”, ON THE NORTH RIGHT-OF-WAY LINE OF WATERVIEW TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY, OF SAID AMENDED PLAT MUSTANG LAKES PHASE ONE ADDITION, FOR THE MOST WESTERLY CORNER OF SAID LOT 8X, BLOCK V, AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET, A CENTRAL ANGLE OF 34°21'00", A CHORD BEARING AND DISTANCE OF N 65°38'50" W - 339.59 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AND THE NORTH RIGHT-OF-WAY LINE OF WATERVIEW TRAIL, A VARIABLE WIDTH RIGHT-OF-WAY, AN ARC LENGTH OF 344.73 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”, AT THE INTERSECTION OF SAID WATERVIEW TRAIL AND CHURCHILL DRIVE, A 50' RIGHT-OF-WAY FOR THE SOUTHEAST CORNER CLIP;

THENCE N 42°12'39" W, ALONG SAID CORNER CLIP, A DISTANCE OF 37.24 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”;

THENCE N 00°21'14" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CHURCHILL DRIVE, A DISTANCE OF 250.91 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 12°12'44", A CHORD BEARING AND DISTANCE OF N 05°45'08" E - 207.42 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 207.81 FEET TO A FOUND 1/2-INCH IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF SAID CHURCHILL DRIVE, FOR THE SOUTHWEST CORNER OF LOT 1X, BLOCK PP OF SAID MUSTANG LAKES PHASE FIVE ADDITION (TRACT ONE);

THENCE ALONG THE SOUTH LINE OF MUSTANG LAKES PHASE FIVE ADDITION (TRACT ONE), THE FOLLOWING COURSES AND DISTANCES:

S 74°20'28" E, A DISTANCE OF 140.73 FEET TO A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF LOT 17, BLOCK PP, OF SAID ADDITION;

N 89°38'46" E, A DISTANCE OF 554.97 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF LOT 25, BLOCK PP, OF SAID ADDITION;

S 00°21'14" E, A DISTANCE OF 126.57 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE WEST CORNER OF SAID LOT 4X OF SAID ADDITION;

S 42°58'38" E, A DISTANCE OF 35.75 FEET TO THE POINT OF BEGINNING, AND CONTAINING 7.016 ACRES OR 305,617 SQUARE FEET OF LAND MORE OR LESS.

TRACT 5

BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/8-INCH IRON ROD ON THE NORTH LINE OF LOT 12, BLOCK C, TWELVE OAKS PHASE II, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN CABINET P, SLIDE 486, MAP RECORDS, COLLIN COUNTY, TEXAS, (M.R.C.C.T.), FOR THE SOUTHEAST CORNER OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO DONALD N. TEST, JR., RECORDED IN VOLUME 704, PAGE 731, DEED RECORDS, COLLIN COUNTY, TEXAS, (D.R.C.C.T.);

THENCE N 00°07'29" E, ALONG THE EAST LINE OF SAID DONALD N. TEST, JR. TRACT, A DISTANCE OF 1,499.81 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664” ON, FOR THE SOUTHWEST CORNER OF LOT 1X, BLOCK KK, MUSTANG LAKES PHASE SEVEN (TRACT 3), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN BOOK 2023, PAGE 405-412, PLAT RECORDS, COLLIN COUNTY, TEXAS, (P.R.C.C.T.);

THENCE N 89°38'46" E, ALONG THE SOUTH LINE OF LOT 1X, BLOCK KK, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 3), A DISTANCE OF 150.80 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664” ON THE WEST RIGHT-OF-WAY LINE OF SNOWY RIVER COURT, A 50' RIGHT-OF-WAY, FOR THE SOUTHEAST CORNER OF LOT 1X, BLOCK KK, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID SNOWY RIVER COURT AND THE WEST LINE OF TRACT 3, THE FOLLOWING COURSES AND DISTANCES:

S 05°25'24" W, A DISTANCE OF 17.31 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 525.00 FEET, A CENTRAL ANGLE OF 005°46'38", A CHORD BEARING AND DISTANCE OF S 02°32'05" W - 52.92 FEET;

ALONG SAID CURVE TO LEFT, AN ARC LENGTH OF 52.94 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 00°21'14" E, A DISTANCE OF 342.19 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664” FOR THE SOUTHWEST CORNER OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 3);

THENCE N 89°38'46" E, ALONG THE SOUTH LINE OF SAID TRACT 3 AND THE SOUTH RIGHT-OF-WAY LINE OF SIR BARTON STREET, A 50' RIGHT-OF-WAY, A DISTANCE OF 1,180.00 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLLATIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 325.00 FEET, A CENTRAL ANGLE OF 29°08'22", A CHORD BEARING AND DISTANCE OF S 75°47'03" E - 163.51 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 165.29 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664” FOR THE MOST SOUTHERLY NORTHWEST CORNER OF LOT 6X, BLOCK BBB OF SAID TRACT 3;

THENCE ALONG THE SOUTH AND EAST LINES OF SAID BLOCK 6X, BLOCK BBB, THE FOLLOWING COURSES AND DISTANCES:

S 08°09'02" W, A DISTANCE OF 93.58 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 51°49'39" E, A DISTANCE OF 78.50 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 35°18'52" E, A DISTANCE OF 86.07 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 29°19'18" E, A DISTANCE OF 94.79 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 15°27'53" E, A DISTANCE OF 128.71 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 17°18'06" E, A DISTANCE OF 137.69 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 49°37'54" E, A DISTANCE OF 74.77 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 79°16'44" E, A DISTANCE OF 60.83 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 84°10'07" E, A DISTANCE OF 49.26 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 45°15'23" E, A DISTANCE OF 79.35 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 87°08'38" E, A DISTANCE OF 63.90 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 40°52'36" E, A DISTANCE OF 29.91 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 47°43'14" E, A DISTANCE OF 48.67 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 51°31'22" E, A DISTANCE OF 110.42 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 36°18'46" E, A DISTANCE OF 39.23 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 21°52'53" E, A DISTANCE OF 34.00 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664” FOR THE BEGINNING OF A NON-TANGENT CURVE TO

THE LEFT HAVING A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 041°34'35", A CHORD BEARING AND DISTANCE OF N 57°59'45" E - 53.24 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 54.42 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 29°45'34" E, A DISTANCE OF 18.99 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 480.50 FEET, A CENTRAL ANGLE OF 08°29'16", A CHORD BEARING AND DISTANCE OF S 25°30'56" E - 71.12 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 71.18 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 569.50 FEET, A CENTRAL ANGLE OF 08°29'16", A CHORD BEARING AND DISTANCE OF S 25°30'56" E - 84.29 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 84.36 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

THENCE S 29°45'34" E, A DISTANCE OF 56.42 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 66.00 FEET, A CENTRAL ANGLE OF 61°54'31", A CHORD BEARING AND DISTANCE OF S 02°13'47" E - 67.89 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 71.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 04°36'58", A CHORD BEARING AND DISTANCE OF S 50°46'08" W - 66.45 FEET, AND BEING ON THE NORTH RIGHT-OF-WAY LINE OF ROSELAND PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY, RECORDED IN DOCUMENT NUMBER 20170201010000510;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID ROSELAND PARKWAY AND ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 66.47 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”, ON THE NORTHEAST LINE OF A TRACT OF LAND DESCRIBED AS STREET RIGHT-OF-WAY, IN DEED TO CITY OF CELINA, TEXAS, RECORDED IN DOCUMENT NUMBER 20191108001424070, (O.P.R.C.C.T.);

THENCE N 41°32'22" W, ALONG THE NORTHEAST LINE OF SAID STREET RIGHT-OF-WAY DEED, A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF SAID STREET RIGHT-OF-WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 09°01'34", A CHORD BEARING AND DISTANCE OF S 43°56'51" W - 130.62 FEET;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID STREET RIGHT-OF-WAY, THE FOLLOWING COURSES AND DISTANES:

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 130.76 FEET;

S 39°26'04" W, A DISTANCE OF 589.16 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 880.00 FEET, A CENTRAL ANGLE OF 03°19'50", A CHORD BEARING AND DISTANCE OF S 37°46'09" W - 51.15 FEET,

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 51.15 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE EASTERLY MOST NORTHEAST CORNER OF LOT 4X, BLOCK BBB, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 2);

THENCE ALONG THE NORTH AND WEST LINES OF BLOCK BBB, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 2), THE FOLLOWING COURSES AND DISTANCES:

S 56°45'57" W, A DISTANCE OF 233.67 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 33°14'03" W, A DISTANCE OF 166.21 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 52°32'30" W, A DISTANCE OF 78.40 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 74°58'41" W, A DISTANCE OF 46.17 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 87°04'52" W, A DISTANCE OF 27.46 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 45°01'25" W, A DISTANCE OF 77.40 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 30°44'24" W, A DISTANCE OF 55.07 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 67°54'59" W, A DISTANCE OF 90.40 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 25°46'11" W, A DISTANCE OF 34.91 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 46°55'31" W, A DISTANCE OF 31.33 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 73°11'26" W, A DISTANCE OF 104.38 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 46°42'11" W, A DISTANCE OF 34.50 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 76°42'55" W, A DISTANCE OF 25.04 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 44°17'06" W, A DISTANCE OF 32.27 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 71°21'38" W, A DISTANCE OF 99.56 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 08°52'43" W, A DISTANCE OF 42.44 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 52°57'32" W, A DISTANCE OF 48.48 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 88°53'46" W, A DISTANCE OF 234.29 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 52°19'22" W, A DISTANCE OF 165.47 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 58°44'42" W, A DISTANCE OF 97.29 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 89°51'38" W, A DISTANCE OF 64.97 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 63°52'16" W, A DISTANCE OF 37.79 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 78°16'49" W, A DISTANCE OF 46.12 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 18°37'28" W, A DISTANCE OF 102.04 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 27°43'03" W, A DISTANCE OF 57.38 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 03°57'30" W, A DISTANCE OF 34.96 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 27°34'30" W, A DISTANCE OF 44.69 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 12°59'50" W, A DISTANCE OF 72.52 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 33°11'18" W, A DISTANCE OF 73.89 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 41°19'32" E, A DISTANCE OF 50.05 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

S 00°00'00" E, A DISTANCE OF 10.64 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “RPLS 5664”, ON THE NORTH LINE OF LOT 12, BLOCK C, OF THE

ABOVE MENTIONED TWELVE OAKS PHASE II ADDITION, FOR THE SOUTHWEST CORNER OF LOT 7, BLOCK BBB, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 2);

THENCE S 89°37'23" W, ALONG THE NORTH LINE OF LOT 12, BLOCK C, OF SAID TWELVE OAKS PHASE II ADDITION, A DISTANCE OF 140.01 FEET TO THE POINT OF BEGINNING, AND CONTAINING 28.938 ACRES OR 1,260,532 SQUARE FEET OF LAND MORE OR LESS.

TRACT 6
BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN A DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "DAA" ON THE MOST NORTHERLY LINE OF LOT 8X, BLOCK V, AMENDED PLAT MUSTANG LAKES PHASE ONE, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 20170201010000510, (O.P.R.C.C.T.), FOR THE SOUTHEAST CORNER OF LOT 4X, BLOCK RR, MUSTANG LAKES PHASE SEVEN (TRACT 5), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, BOOK 2023, PAGES 405-412, (O.P.R.C.C.T.);
THENCE ALONG THE EAST LINE OF SAID LOT 4X, BLOCK RR, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 5), THE FOLLOWING COURSES AND DISTANCES:

N 14°09'02" E, A DISTANCE OF 147.92 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5664", FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 90.67 FEET, A CENTRAL ANGLE OF 84°09'03", A CHORD BEARING AND DISTANCE OF N 46°01'44" E - 121.52 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 133.17 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5664", FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,774.57 FEET, A CENTRAL ANGLE OF 05°03'49", A CHORD BEARING AND DISTANCE OF N 06°57'30" E - 156.78 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 156.83 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5664", FOR THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 79.02 FEET, A CENTRAL ANGLE OF 51°11'51", A CHORD BEARING AND DISTANCE OF N 38°25'14" E - 68.29 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 70.61 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5664";

N 18°28'21" W, A DISTANCE OF 26.88 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "RPLS 5664", FOR THE BEGINNING OF TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 78°28'08", A CHORD BEARING AND DISTANCE OF N 20°45'43" E - 63.25 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 68.48 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW CAP STAMPED "RPLS 5664";

N 11°19'00" W, A DISTANCE OF 50.90 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 91.51 FEET, A CENTRAL ANGLE OF 70°28'01", A CHORD BEARING AND DISTANCE OF N 46°03'46" W - 105.58 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 112.55 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

N 12°33'04" W, A DISTANCE OF 43.68 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 01°43'02", A CHORD BEARING AND DISTANCE OF S 78°21'11" W - 29.97 FEET, ON THE SOUTH LINE OF THE REMAINDER TRACT OF LAND DESCRIBED AS PARCEL 1 IN DEED TO CITY OF CELINA, TEXAS, RECORDED IN DOCUMENT NUMBER 20150209000143310, (O.P.R.C.C.T.), FOR THE NORTHEAST CORNER OF LOT 4X, BLOCK RR, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 5);

THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH LINE OF LOT 4X, BLOCK RR, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 5), ALSO ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 29.97 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “RPLS 5664”;

THENCE S 77°29'40" W, CONTINUING ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH LINE OF LOT 4X, BLOCK RR, OF SAID MUSTANG LAKES PHASE SEVEN ADDITION (TRACT 5), A DISTANCE OF 177.94 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OWNSBY PARKWAY, A 60' RIGHT-OF-WAY, MUSTANG LAKES PHASE FIVE, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 20210811010002910, (O.P.R.C.C.T.), FOR THE SOUTHWEST CORNER OF SAID PARCEL 1;

THENCE N 12°30'20" W, ALONG THE WEST LINE OF SAID PARCEL 1, A DISTANCE OF 60.00 FEET FOR THE NORTHWEST CORNER OF SAID PARCEL 1;

THENCE ALONG THE SOUTH LINE OF MUSTANG LAKES PHASE TWO A, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 20171004010004700, (O.P.R.C.C.T.), AND BEING THE SOUTH RIGHT-OF-WAY LINE OF SAID OWNSBY PARKWAY, A 60' RIGHT-OF-WAY, OF SAID MUSTANG LAKES PHASE TWO A ADDITION, THE FOLLOWING COURSES AND DISTANCES:

N 77°29'40" E, A DISTANCE OF 310.45 FEET FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,000.00 FEET, A CENTRAL ANGLE OF 07°03'51", A CHORD BEARING AND DISTANCE OF N 73°57'45" E - 123.21 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 123.29 FEET;

N 70°25'49" E, A DISTANCE OF 323.03 FEET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 06°47'13", A CHORD BEARING AND DISTANCE OF N 73°49'26" E - 142.06 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 142.15 FEET FOR THE NORTHEAST CORNER OF SAID PARCEL 1;

S 12°46'57" E, A DISTANCE OF 60.00 FEET FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,140.00 FEET, A CENTRAL ANGLE OF 12°35'06", A CHORD BEARING AND DISTANCE OF N 83°30'36" E - 249.90 FEET, FOR THE SOUTHEAST CORNER OF SAID PARCEL 1;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 250.40 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”;

N 89°48'09" E, A DISTANCE OF 14.26 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA” FOR A NORTHWEST CORNER CLIP;

S 45°11'51" E, ALONG SAID CORNER CLIP, A DISTANCE OF 21.21 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”, ON THE WEST RIGHT-OF-WAY LINE OF ROSELAND PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY, OF SAID AMENDED PLAT MUSTANG LAKES PHASE ONE ADDITION, FOR A SOUTHEAST CORNER CLIP, AND BEING THE SOUTHEAST CORNER OF SAID MUSTANG LAKES PHASE TWO A ADDITION;

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID ROSELAND PARKWAY, THE FOLLOWING COURSES AND DISTANCES:

S 00°11'51" E, A DISTANCE OF 83.04 FEET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 190.50 FEET, A CENTRAL ANGLE OF 22°44'56", A CHORD BEARING AND DISTANCE OF S 11°10'37" W - 75.14 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 75.64 FEET FOR THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 253.17 FEET, A CENTRAL ANGLE OF 45°29'52", A CHORD BEARING AND DISTANCE OF S 00°11'51" E - 195.80 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 201.04 FEET FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 190.50 FEET, A CENTRAL ANGLE OF 22°44'56", A CHORD BEARING AND DISTANCE OF S 11°34'19" E - 75.14 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 75.64 FEET;

S 00°11'51" E, A DISTANCE OF 340.33 FEET FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,355.00 FEET, A CENTRAL ANGLE OF 50°44'45", A CHORD BEARING AND DISTANCE OF S 25°10'32" W - 1,161.26 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 1,200.10 FEET FOR THE EASTERLY MOST SOUTHEAST CORNER OF LOT 8X, BLOCK V, OF SAID AMENDED PLAT MUSTANG LAKES PHASE ONE ADDITION;

THENCE ALONG THE EASTERLY LINE OF LOT 8X, BLOCK V, OF SAID AMENDED PLAT MUSTANG LAKES PHASE ONE ADDITION, THE FOLLOWING COURSES AND DISTANCES:

N 44°58'18" W, A DISTANCE OF 274.69 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”;

N 65°36'08" W, A DISTANCE OF 143.50 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”;

N 00°50'24" W, A DISTANCE OF 220.27 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”;

N 78°44'55" W, A DISTANCE OF 205.04 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”, FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 152.00 FEET, A CENTRAL ANGLE OF 28°47'26", A CHORD BEARING AND DISTANCE OF N 25°41'36" W - 75.58 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 76.38 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”, FOR THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 51°05'51", A CHORD BEARING AND DISTANCE OF N 14°32'24" W - 43.13 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 44.59 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA”;

N 11°00'31" E, A DISTANCE OF 255.67 FEET TO A FOUND 1/2-INCH IRON ROD WITH YELLOW PLASTIC CAP STAMPED “DAA” FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING AND DISTANCE OF N 33°59'29" W - 45.25 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 50.27 FEET TO THE POINT OF BEGINNING, AND CONTAINING 33.148 ACRES OR 1,443,942 SQUARE FEET OF LAND MORE OR LESS.

TRACT 7
BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
BEGINNING AT A FOUND 1/2-INCH IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF POINT INDY LANE, A 51' RIGHT-OF-WAY, MUSTANG LAKES PHASE SIX (TRACT 1), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2022010000274, (O.P.R.C.C.T.), FOR THE NORTHWEST CORNER OF LOT 20, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1);
THENCE N 00°17'18" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID POINT INDY LANE, A DISTANCE OF 41.57 FEET TO A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, (O.P.R.C.C.T.), FOR THE NORTHEAST CORNER OF SAID POINT INDY LANE;

THENCE S 89°56'24" E, ALONG THE SOUTH LINE OF SAID CELINA 557 PARTNERS, L.P. TRACT, A DISTANCE OF 150.82 FEET TO A FOUND 1/2-INCH IRON ROD;

THENCE N 89°42'42" E, CONTINUING ALONG THE SOUTH LINE OF SAID CELINA 557 PARTNERS, L.P. TRACT, A DISTANCE OF 97.18 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE NORTHWEST CORNER OF CASA BLANCA STREET, A 51' RIGHT-OF-WAY, OF SAID TRACT 1;

THENCE S 00°17'18" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CASA BLANCA STREET, A DISTANCE OF 40.00 FEET TO A FOUND 1/2-INCH IRON ROD, FOR THE NORTHEAST CORNER OF LOT 11, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1);

THENCE S 89°42'42" W, ALONG THE NORTH LINE OF LOT 11, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1), A DISTANCE OF 115.00 FEET TO A FOUND 1/2-INCH IRON ROD ON THE EAST LINE OF ALLEY C OF SAID TRACT 1, FOR THE NORTHWEST CORNER OF LOT 11, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1);

THENCE S 87°37'20" W, ALONG THE NORTH LINE OF ALLEY C OF SAID TRACT 1, A DISTANCE OF 18.01 FEET TO A FOUND 1/2-INCH IRON ROD, ON THE WEST LINE OF SAID ALLEY C, FOR THE NORTHEAST CORNER OF THE ABOVE MENTIONED LOT 20, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1);

THENCE S 89°42'42" W, ALONG THE NORTH LINE OF LOT 20, BLOCK ZZ, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1), A DISTANCE OF 115.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.231 OF AN ACRE OR 10,071 SQUARE FEET OF LAND MORE OR LESS.

TRACT 8

BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD ON THE NORTH RIGHT-OF-WAY LINE OF PHILLY STREET, A 51' RIGHT-OF-WAY, MUSTANG LAKES PHASE SIX (TRACT 1), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2022010000274, (O.P.R.C.C.T.), FOR THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 20201215002257280, (O.P.R.C.C.T.);

THENCE S 89°44'59" W, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PHILLY STREET, A DISTANCE OF 172.31 FEET TO A FOUND 1/2-INCH IRON ROD FOR A SOUTHEAST CORNER CLIP;

THENCE N 45°16'10" W, CONTINUING ALONG THE NORTH RIGHT-OF-WAY LINE AND SAID CORNER CLIP, A DISTANCE OF 14.15 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE NORTHWEST CORNER CLIP AND BEING ON THE EAST RIGHT-OF-WAY LINE OF CASA BLANCA STREET;

THENCE N 00°17'18" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CASA BLANCA STREET, A DISTANCE OF 136.76 FEET TO A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, (O.P.R.C.C.T.), FOR THE NORTHWEST CORNER OF SAID CASA BLANCA STREET;

THENCE N 89°42'42" E, ALONG THE SOUTH LINE OF SAID CELINA 557 PARTNERS, L.P. TRACT, A DISTANCE OF 182.41 FEET TO A FOUND 1/2-INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “DAA”, FOR THE NORTHWEST CORNER OF SAID CITY OF CELINA TRACT;

THENCE S 00°15'01" E, ALONG THE WEST LINE OF SAID CITY OF CELINA TRACT, A DISTANCE OF 146.88 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.613 OF AN ACRE OR 26,724 SQUARE FEET OF LAND MORE OR LESS.

TRACT 9

BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO CELINA 682 PARTNERS L.P., RECORDED IN DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF A TRACT OF LAND DESCRIBED IN DEED TO CITY OF CELINA, RECORDED IN DOCUMENT NUMBER 20201215002257280, (O.P.R.C.C.T.), FOR THE NORTHWEST CORNER OF LOT 1X, BLOCK YY, MUSTANG LAKES PHASE SIX (TRACT 1), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2022010000274, (O.P.R.C.C.T.);

THENCE S 03°50'02" E, ALONG THE WEST LINE OF LOT 1X, BLOCK YY, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1), A DISTANCE OF 40.69 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE NORTHEAST CORNER OF ALLEY E OF SAID TRACT 1;

THENCE S 86°09'58" W, ALONG THE NORTH LINE OF SAID ALLEY E, A DISTANCE OF 128.26 FEET TO A FOUND 1/2-INCH IRON ROD ON THE EAST RIGHT-OF-WAY LINE OF TIARA DRIVE, A 51' RIGHT-OF-WAY OF SAID TRACT 1, FOR THE NORTHWEST CORNER OF SAID ALLEY E;

THENCE N 33°30'00" W, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID TIARA DRIVE, A DISTANCE OF 16.83 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 58.00 FEET, A CENTRAL ANGLE OF 66°09'26", A CHORD BEARING AND DISTANCE OF N 57°10'18" W - 63.31 FEET;

THENCE ALONG THE EAST RIGHT-OF-WAY LINE AND ALONG CURVE TO THE LEFT, AN ARC LENGTH OF 66.97 FEET TO A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF SAID CITY OF CELINA TRACT;

THENCE N 89°44'59" E, ALONG THE SOUTH LINE OF SAID CITY OF MCKINNEY TRACT, A DISTANCE OF 187.74 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.151 OF AN ACRE OR 6,557 SQUARE FEET OF LAND MORE OR LESS.

TRACT 10

BEING A TRACT OF LAND, SITUATED IN COLEMAN WATSON SURVEY, ABSTRACT NO. 945, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER TRACT OF LAND DESCRIBED IN DEED TO CELINA 682 PARTNERS L.P., RECORDED IN

DOCUMENT NUMBER 20060419000517060, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 1/2-INCH IRON ROD ON THE SOUTH LINE OF BELMONT WAY, A 50' RIGHT-OF-WAY, MUSTANG LAKES PHASE SIX (TRACT 1), AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 2022010000274, (O.P.R.C.C.T.), FOR THE NORTHEAST CORNER OF LOT 18X, BLOCK N, OF SAID MUSTANG LAKES PHASE SIX (TRACT ONE);

THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID BELMONT WAY, THE FOLLOWING COURSES AND DISTANCES:

N 89°42'42" E, A DISTANCE OF 288.01 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 42°59'44", A CHORD BEARING AND DISTANCE OF N 68°12'50" E - 201.56 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 206.36 FEET TO A FOUND 1/2-INCH IRON ROD;

N 46°42'58" E, A DISTANCE OF 226.46 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, A CENTRAL ANGLE OF 27°14'08", A CHORD BEARING AND DISTANCE OF N 60°20'02" E - 200.13 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 202.02 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 92.73 FEET, A CENTRAL ANGLE OF 93°48'04", A CHORD BEARING AND DISTANCE OF S 06°27'47" E - 135.41 FEET;

THENCE OVER AND ACROSS SAID CELINA 682 PARTNERS L.P. TRACT, THE FOLLOWING COURSES AND DISTANCES:

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 151.80 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 316.39 FEET, A CENTRAL ANGLE OF 53°20'00", A CHORD BEARING AND DISTANCE OF S 14°23'34" W - 283.99 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 294.50 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 1,088.23 FEET, A CENTRAL ANGLE OF 14°54'56", A CHORD BEARING AND DISTANCE OF S 08°48'34" E - 282.50 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 283.30 FEET TO THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 77.68 FEET, A CENTRAL ANGLE OF 81°53'59", A CHORD BEARING AND DISTANCE OF S 41°44'50" W - 101.83 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 111.04 FEET;

S 85°04'42" W, A DISTANCE OF 181.44 FEET;

S 00°17'18" E, A DISTANCE OF 127.74 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 45.00 FEET, A CENTRAL ANGLE OF 52°50'53", A CHORD BEARING AND DISTANCE OF S 30°19'50" W - 40.05 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 41.51 FEET;

S 03°54'23" W, A DISTANCE OF 93.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1,440.00 FEET, A CENTRAL ANGLE OF 24°29'20", A CHORD BEARING AND DISTANCE OF N 73°27'04" W - 610.80 FEET, ON THE NORTH RIGHT-OF-WAY LINE OF OWNSBY PARKWAY, A 60' RIGHT-OF-WAY, AMENDED PLAT MUSTANG LAKES PHASE ONE, AN ADDITION TO THE CITY OF CELINA, COLLIN COUNTY, TEXAS, RECORDED IN DOCUMENT NUMBER 20170201010000510, (O.P.R.C.C.T.);

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID OWNSBY PARKWA, AND ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 615.47 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE SOUTHEAST CORNER OF LOT 17X, BLOCK N, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1);

THENCE ALONG THE EAST LINE OF BLOCK N, OF SAID MUSTANG LAKES PHASE SIX ADDITION (TRACT 1), THE FOLLOWING COURSES AND DISTANCES:

N 28°47'36" E, A DISTANCE OF 70.11 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE COMMON EAST CORNER OF LOT 19 AND LOT 20;

N 16°50'58" E, A DISTANCE OF 90.90 FEET TO A FOUND 1/2-INCH IRON ROD FOR THE COMMON EAST CORNER OF LOT 18 AND LOT 19;

N 00°17'18" W, A DISTANCE OF 383.11 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.415 ACRES OR 540,795 SQUARE FEET OF LAND MORE OR LESS.

Tract 11

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, City of Celina, Collin County, Texas, and being a portion of the remainder tract of land described in Deed to CELINA 682 PARTNERS L.P., recorded in Document Number 20060419000517060, Official Public Records, Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at the northwest corner of Lot 15, Block W of MUSTANG LAKES PHASE 6, an Addition to the City of Celina, Collin County, Texas according to the Plat thereof recorded in Book 2022, Pages 435-422, Official Public Records, Collin County, Texas, on the east line of Colt Lane, an existing 50’ right-of-way dedicated by said MUSTANG LAKES PHASE 6 Addition;

THENCE N 00° 17' 18" W, along said east right-of-way line, a distance of 19.90 feet to a point on the common north line of said CELINA 682 PARTNERS L.P. tract and the south line of a tract of land described in Deed to CELINA 557 PARTNERS, L.P., recorded in Document Number 20190205000119410, Official Public Records, Collin County, Texas

THENCE N 89° 51' 51" E, along said common line, a distance of 120.00 feet;

THENCE S 00° 17' 18" E, a distance of 19.58 feet to the northeast corner of said Lot 15;

THENCE S 89° 42' 42" W, along the north line of said Lot 15, a distance of 120.00 feet to the POINT OF BEGINNING and containing 0.054 acres or 2,369 square feet of land more or less.

APPENDIX B
ESTIMATED COSTS OF THE AUTHORIZED IMPROVEMENTS

THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT
CITY OF CELINA, TX

Summary of Estimated Authorized Improvement Costs

Authorized Improvement[1]	Estimated Costs						
	Total Major Improvements to be funded	Major Improvements to be funded with Phases #2-9 Major Improvement Bonds	Major Improvements funded with Reimbursement Agreement	Offsite Utilities Improvements to be funded with Off-site Utilities Assessments	Phase #1 Improvements to be funded with Series 2015 Phase #1 Bonds	Phase #2 Improvements to be funded with Reimbursement Agreement	Estimated Future Phase Costs to be funded with Future Bonds (For information purposes only)
Road Improvements							
Excavation	$807,909	$385,088	$422,821	$0	$185,963	$107,325	$612,790
paving	$6,517,351	$4,402,238	$2,115,113	$0	$2,874,038	$2,344,013	$8,361,642
Retaining walls	$141,008	$86,940	$54,068	$0	$0	$0	$0
Right-of-way	$2,900,000	$2,900,000	$0	$0	$28,350	$11,250	
Subtotal - Road Improvements	**$10,366,268**	**$7,774,266**	**$2,592,002**	**$0**	**$3,088,351**	**$2,462,588**	**$8,974,432**
Water Improvements							
Water Improvements	$918,591	$576,722	$341,869	$0	$914,569	$796,359	$2,862,942
Offsites water improvements	$0	$0	$0	$1,755,092	$0	$1	
Subtotal - Water Improvements	**$918,591**	**$576,722**	**$341,869**	**$1,755,092**	**$914,569**	**$796,360**	**$2,862,942**
Sanitary Sewer Improvements							
Sanitary Sewer	$1,651,669	$1,057,613	$594,056	$0	$780,469	$800,483	$2,132,039
Subtotal - Sanitary Improvements	**$1,651,669**	**$1,057,613**	**$594,056**	**$0**	**$780,469**	**$800,483**	**$2,132,039**
Storm Drainage Improvements							
Storm Sewer	$1,592,235	$813,521	$778,714	$0	$930,713	$856,862	$2,766,005
Erosion Control	$176,713	$63,619	$113,094	$0	$211,669	$110,138	$740,264
Offsite sewer improvements	$0	$0	$0	$1,763,455	$0	$0	$0
Subtotal - Drainage Improvements	**$1,768,948**	**$877,140**	**$891,808**	**$1,763,455**	**$1,142,382**	**$967,000**	**$3,506,269**
Total Construction Costs	**$14,705,476**	**$10,285,741**	**$4,419,735**	**$3,518,547**	**$5,925,771**	**$5,026,431**	**$17,475,682**
Other Costs							
City, professional and other costs	$427,195	$274,004	$153,191	$211,453	$432,000	$273,569	$1,530,089
Subtotal Soft Costs	**$427,195**	**$274,004**	**$153,191**	**$211,453**	**$432,000**	**$273,569**	**$1,530,089**
Grand Total Construction + Other Costs	**$15,132,671**	**$10,559,745**	**$4,572,926**	**$3,730,000**	**$6,357,771**	**$5,300,000**	**$19,005,771**
Estimated Major Improvement Costs allocated to Phase 1	($2,839,556)	($1,981,474)	($858,083)	$0	$2,839,556	$0	
Total Estimated Improvement Costs to be funded	**$12,293,115**	**$8,578,271**	**$3,714,843**	**$0**	**$9,197,327**	**$5,300,000**	**$19,005,771**
Estimated Bond issuance related costs							
Deposits to Debt Service Reserve Fund	$1,647,300	$1,147,300	$500,000	$0	$796,900	$0	$0
Deposits to Capitaized Interest	$2,179,373	$1,857,873	$321,500	$0	$407,883	$0	$0
Other costs of issuance (underwriters, bond counsel etc)	$2,030,213	$1,566,556	$463,657	$0	$495,114	$0	$0
Total estimated Bond issuance related costs	**$5,856,886**	**$4,571,729**	**$1,285,157**	**$0**	**$1,699,897**	**$0**	**$0**
TOTAL ESTIMATED COSTS	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$10,897,224**	**$5,300,000**	**$19,005,771**
Less: Other funding sources	$0	$0	$0	$0	($1,897,224)	$0	
Total Bond Amount	**$18,150,001**	**$13,150,000**	**$5,000,000**	**$3,730,000**	**$9,000,000**	**$5,300,000**	

1 - Authorized improvement line item details are provided as part of the engineering estimates.

ESTIMATED COSTS OF OFFSITE UTILITY IMPROVEMENTS

Authorized Improvements	Entire Project	Lakes at Mustang Ranch Allocation	Parks at Wilson Creek Allocation	Hillwood Development Allocation	City of Celina Allocation
WATER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Water line 12" -W1	$738,300	$105,318	$89,245	$60,160	$483,577
Water line 18" -W2	$1,965,100	$280,321	$237,539	$160,125	$1,287,114
Water line 12" -W3	$559,100	$79,756	$67,583	$45,558	$366,203
Water line 12" -W4	$126,000	$17,974	$15,231	$10,267	$82,528
Planning, Acquisition and Design	$750,000	$106,987	$90,659	$61,113	$491,240
Water line 12" -W5	$705,900	$100,697	$85,329	$57,520	$462,355
Water line 18" -W6	$182,100	$25,977	$22,012	$14,838	$119,273
Elevated Storage Tank 2.0 MGD	$5,358,500	$764,389	$647,731	$436,635	$3,509,745
Subtotal - Water Improvements	**$11,185,000**	**$1,595,538**	**$1,352,033**	**$911,405**	**$7,326,024**
SEWER IMPROVEMENTS					
Planning, Acquisition and Design	$800,000	$114,120	$96,703	$65,188	$523,989
Sewer line 21" -SW1	$1,007,100	$143,663	$121,737	$82,063	$659,637
Sewer line 24" -SW2	$1,631,600	$232,747	$197,226	$132,950	$1,068,676
Sewer line 21" -S2	$479,200	$68,358	$57,925	$39,047	$313,870
Sewer line 21" -S3	$2,214,500	$315,898	$267,687	$180,447	$1,450,468
Sewer line 12" -S4	$128,700	$18,359	$15,557	$10,487	$84,297
Sewer line 12" -S5	$239,300	$34,136	$28,926	$19,499	$156,738
Force Main 3 X 10" -FM1	$2,361,900	$336,924	$285,505	$192,458	$1,547,013
Lift Station 5.5 MGD -LS1	$2,376,000	$338,936	$287,209	$193,607	$1,556,248
Subtotal - Sewer Improvements	**$11,238,300**	**$1,603,141**	**$1,358,476**	**$915,748**	**$7,360,936**
Contingency (10%)	$2,242,330	$319,868	$271,051	$182,715	$1,468,696
Estimated financing costs	$1,019,370	$211,453	$173,440	$110,131	$524,345
Grand Total	**$25,685,000**	**$3,730,000**	**$3,155,000**	**$2,120,000**	**$16,680,000**

Source - City of Celina

THE LAKES AT MUSTANG RANCH

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***1799*** *Total Acres:* ***682***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Overall Probable Cost Opinion Summary by Tract

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE ONE	172	334	$14,017,512	$41,969	$81,497
PHASE TWO	95	298	$8,078,927	$27,110	$85,041
PHASE THREE	72	158	$2,689,063	$17,019	$37,348
PHASE FOUR	75	261	$4,539,775	$17,394	$60,530
PHASE FIVE	88	229	$4,906,060	$21,424	$55,751
PHASE SIX	49	130	$2,356,240	$18,125	$48,087
PHASE SEVEN	43	79	$1,301,685	$16,477	$30,272
PHASE EIGHT	40	147	$2,073,282	$14,104	$51,832
PHASE NINE	48	163	$2,855,745	$17,520	$59,495
CATEGORY TOTALS	**682**	**1799**	**$42,818,289**	**$23,801**	**$62,783**

GENERAL NOTES:

- 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.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- 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.
- 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.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2014, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 8 DIFFERENT PHASES
- ASSUMES CITY WILL APPROVE ZONING CHANGE
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT
- PREPARED WITHOUT THE BENEFIT OF A CITY MEETING REGARDING THE CONCEPT PLAN

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- EXPANSION OF FM2478 AND FM1461
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$211,669	$634	$1,231
EROSION CONTROL (MAJOR IMPROVEMENTS)	$63,619	$190	$370
EXCAVATION (DIRECT)	$185,963	$557	$1,081
EXCAVATION (MAJOR IMPROVEMENTS)	$385,088	$1,153	$2,239
RETAINING WALL (DIRECT)	$28,350	$85	$165
RETAINING WALL (MAJOR IMPROVEMENTS)	$86,940	$260	$505
WATER (DIRECT)	$914,569	$2,738	$5,317
WATER (MAJOR IMPROVEMENTS)	$576,722	$1,727	$3,353
SANITARY SEWER (DIRECT)	$780,469	$2,337	$4,538
SANITARY SEWER (MAJOR IMPROVEMENTS)	$1,057,613	$3,167	$6,149
STORM SEWER (DIRECT)	$930,713	$2,787	$5,411
STORM SEWER (MAJOR IMPROVEMENTS)	$813,521	$2,436	$4,730
PAVING (DIRECT)	$2,874,038	$8,605	$16,710
PAVING (MAJOR IMPROVEMENTS)	$4,402,238	$13,180	$25,594
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$432,000	$1,293	$2,512
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$274,004	$820	$1,593
GRAND TOTAL	**$14,017,512**	**$41,969**	**$81,497**

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	16200	$ 24,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	14	$ 25,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	2600	$ 3,900.00
DISK & SEED	$ 325.00	ACRE	150	$ 48,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 18,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,703.75
TOTAL				**$ 211,668.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	6	$ 10,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	15000	$ 18,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,655.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,413.75
TOTAL				**$ 63,618.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	40	$ 68,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	41500	$ 91,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,530.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,132.50
TOTAL				**$ 185,962.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	15	$ 25,500.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	39000	$ 85,800.00
POND EXCAVATION	$ 2.20	C.Y.	105000	$ 231,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,557.50
TOTAL				**$ 385,087.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	300	$ 9,600.00
3' WALL	$ 40.00	L.F.	390	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,520.00
MISCELLANEOUS ITEMS (2.5%)				$ 630.00
TOTAL				**$ 28,350.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 32.00	L.F.	150	$ 4,800.00
3' WALL	$ 40.00	L.F.	840	$ 33,600.00
4' WALL	$ 48.00	L.F.	360	$ 17,280.00
6' WALL	$ 90.00	L.F.	240	$ 21,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,728.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,932.00
TOTAL				**$ 86,940.00**

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	15900	$ 333,900.00
6" GATE VALVE & BOX	$ 750.00	EA.	34	$ 25,500.00
8" GATE VALVE & BOX	$ 1,100.00	EA.	75	$ 82,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	34	$ 119,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	334	$ 200,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	3	$ 3,300.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	3	$ 3,300.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	13.3	$ 33,125.00
TESTING & CHLORINATION	$ 0.75	L.F.	15900	$ 11,925.00
ENGINEERING, PLATTING & STAKING (10%)				$ 81,295.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,323.75
TOTAL				**$ 914,568.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	10850	$ 358,050.00
6" GATE VALVE & BOX	$ 750.00	EA.	9	$ 6,750.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	36	$ 75,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	9	$ 31,500.00
12" X 12" TAPPING SLEEVE	$ 5,000.00	EA.	2	$ 10,000.00
MISCELLANEOUS FITTINGS	$ 2,500.00	TON	9.0	$ 22,604.17
TESTING & CHLORINATION	$ 0.75	L.F.	10850	$ 8,137.50
ENGINEERING, PLATTING & STAKING (10%)				$ 51,264.17
MISCELLANEOUS ITEMS (2.5%)				$ 12,816.04
TOTAL				**$ 576,721.88**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	15000	$ 330,000.00
4' DIAMETER MANHOLE	$ 2,800.00	EA.	48	$ 134,400.00
5' DIAMETER DROP MANHOLE	$ 7,000.00	EA.	5	$ 35,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	5	$ 5,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
SINGLE CLEANOUT	$ 750.00	EA.	5	$ 3,750.00
4" SERVICE LINES	$ 400.00	EA.	334	$ 133,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	400	$ 14,000.00
TRENCH SAFETY	$ 1.50	L.F.	15000	$ 22,500.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	15000	$ 15,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 69,375.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,343.75
TOTAL				**$ 780,468.75**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	10150	$ 223,300.00
15" P.V.C. PIPE (12+ DEPTH)	$ 60.00	L.F.	7200	$ 432,000.00
5' DIAMETER MANHOLE	$ 5,000.00	EA.	12	$ 60,000.00
5' DIAMETER DROP MANHOLE (12+ DEPTH)	$ 7,000.00	EA.	20	$ 140,000.00
ADDITIONAL MANHOLE DEPTH	$ 1,000.00	EA.	20	$ 20,000.00
SINGLE CLEANOUT	$ 750.00	EA.	17	$ 12,750.00
TRENCH SAFETY	$ 2.00	L.F.	17350	$ 34,700.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	17350	$ 17,350.00
ENGINEERING, PLATTING & STAKING (10%)				$ 94,010.00
MISCELLANEOUS ITEMS (2.5%)				$ 23,502.50
TOTAL				**$ 1,057,612.50**

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	1150	$ 40,250.00
21" R.C.P.	$ 40.00	L.F.	780	$ 31,200.00
24" R.C.P.	$ 45.00	L.F.	1200	$ 54,000.00
27" R.C.P.	$ 55.00	L.F.	1100	$ 60,500.00
30" R.C.P.	$ 65.00	L.F.	310	$ 20,150.00
36" R.C.P.	$ 80.00	L.F.	1050	$ 84,000.00
42" R.C.P.	$ 105.00	L.F.	400	$ 42,000.00
48" R.C.P.	$ 130.00	L.F.	610	$ 79,300.00
CURB INLET	$ 4,500.00	EA.	70	$ 315,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	5	$ 14,000.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
DETENTION STRUCTURES	$ 10,000.00	L.S.	3	$ 30,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	450	$ 22,500.00
DROP INLET	$ 3,000.00	EA.	2	$ 6,000.00
TRENCH SAFETY	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 82,730.00
MISCELLANEOUS ITEMS (2.5%)				$ 20,682.50
TOTAL				**$ 930,712.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 35.00	L.F.	100	$ 3,500.00
21" R.C.P.	$ 40.00	L.F.	750	$ 30,000.00
24" R.C.P.	$ 45.00	L.F.	570	$ 25,650.00
27" R.C.P.	$ 55.00	L.F.	400	$ 22,000.00
30" R.C.P.	$ 65.00	L.F.	630	$ 40,950.00
36" R.C.P.	$ 80.00	L.F.	650	$ 52,000.00
42" R.C.P.	$ 105.00	L.F.	720	$ 75,600.00
48" R.C.P.	$ 130.00	L.F.	50	$ 6,500.00
4' X 4' R.C.B.	$ 180.00	L.F.	160	$ 28,800.00
9' X 5' R.C.B.	$ 295.00	L.F.	100	$ 29,500.00
3 - 5' X 3' R.C.B.	$ 460.00	L.F.	120	$ 55,200.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	4	$ 16,000.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	6	$ 16,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	2	$ 10,000.00
9' X 5' HEADWALL	$ 20,000.00	EA.	1	$ 20,000.00
3 - 5' X 3' HEADWALL	$ 15,000.00	EA.	2	$ 30,000.00
GRADE TO DRAIN	$ 10.00	L.F.	800	$ 8,000.00
POND FOUNTAIN	$ 30,000.00	EA.	3	$ 90,000.00
RECONSTRUCT DAM	$ 100,000.00	EA.	1	$ 100,000.00
TRENCH SAFETY	$ 1.00	L.F.	4130	$ 4,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 72,313.00
MISCELLANEOUS ITEMS (2.5%)				$ 18,078.25
TOTAL				**$ 813,521.25**

Opinion of Probable Cost

THE LAKES AT MUSTANG RANCH PHASE ONE

City of Celina, Collin County, Texas

Land Plan: 05-19-2014

Total Lots: ***334*** *Total Acres:* ***172***

Prepared: ***05/19/14*** *Revised:* ***11/10/14***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	69900	$ 209,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	1260	$ 195,300.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	65700	$ 1,971,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	6	$ 3,000.00
4' SIDEWALK	$ 4.00	S.F.	10000	$ 40,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	88	$ 96,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STREET STOP SIGNS	$ 350.00	EA.	18	$ 6,300.00
STREET NAME BLADES	$ 350.00	EA.	46	$ 16,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 255,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 63,867.50
TOTAL				**$ 2,874,037.50**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	24100	$ 72,300.00
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28100	$ 84,300.00
HYDRATED LIME	$ 155.00	TON	940	$ 145,700.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 39.00	S.Y.	26600	$ 1,037,400.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	22300	$ 869,700.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1750	$ 73,500.00
TXDOT DECELERATION LANE	$ 85,000.00	EA.	2	$ 170,000.00
TXDOT LEFT TURN LANE	$ 85,000.00	EA.	2	$ 170,000.00
SAWCUT & REMOVE EXISTING CURB	$ 10.00	L.F.	150	$ 1,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	11000	$ 44,000.00
8' TRAIL	$ 4.00	S.F.	115000	$ 460,000.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	750	$ 3,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 350.00	EA.	12	$ 4,200.00
STREET NAME BLADES	$ 350.00	EA.	20	$ 7,000.00
LANDSCAPE MEDIAN (50')	$ 3.00	S.F.	252500	$ 757,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 391,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 97,827.50
TOTAL				**$ 4,402,237.50**

NOTE:

1) ASSUMES FM1461 AND FM2478 SHALL BE LEFT AS TWO-LANE ASPHALT ROADS; ESTIMATE INCLUDES INSTALLATION OF TURN LANES ONLY.

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 9,000.00	L.S.	1	$ 9,000.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 219,991.50	L.S.	1	$ 219,991.50
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
CONSTRUCTION MANAGEMENT	$ 162,500.00	L.S.	1	$ 162,500.00
MATERIAL TESTING	$ 7,500.00	L.S.	1	$ 7,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 432,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 274,003.73	L.S.	1	$ 274,003.73
TOTAL				**$ 274,003.73**

MUSTANG LAKES

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***1437*** *Total Acres:* ***513***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	104	360	$8,596,424	$23,879	$82,658
PHASE THREE	63	154	$2,908,752	$18,888	$46,171
PHASE FOUR	64	171	$3,617,637	$21,156	$56,526
PHASE FIVE	99	222	$5,012,496	$22,579	$50,631
PHASE SIX	36	128	$2,257,911	$17,640	$62,720
PHASE SEVEN	40	79	$1,314,880	$16,644	$32,872
PHASE EIGHT	57	135	$2,856,895	$21,162	$50,121
PHASE NINE	50	188	$2,723,540	$14,487	$54,471
CATEGORY TOTALS	**513**	**1437**	**$29,288,536**	**$20,382**	**$57,093**

GENERAL NOTES:

- 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.
- ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.
- 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.
- 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.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2016, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT
- ASSUMES PROJECT SHALL BE DEVELOPED IN 7 DIFFERENT PHASES
- PREPARED WITHOUT THE BENEFIT OF A GEOTECHNICAL REPORT AND PHASE 1 ENVIRONMENTAL ASSESSMENT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- CCN BUY OUT (IF REQUIRED)
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- COSTS TO BRING 12" WATER TO WEST SIDE OF PROJECT AND TO BRING 24" SEWER TO SOUTHWEST CORNER OF PROJECT.
- ALL CITY, PROFESSIONAL AND CONSTRUCTION COSTS ASSOCIATED WITH LOT DEVELOPMENT
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ETC.
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY
- 24" SANITARY SEWER LINE EXTENSION ALONG WEST PROPERTY LINE

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,138	$306	$1,059
EROSION CONTROL (MAJOR IMPROVEMENTS)	$22,478	$62	$216
EXCAVATION (DIRECT)	$107,325	$298	$1,032
EXCAVATION (MAJOR IMPROVEMENTS)	$95,288	$265	$916
RETAINING WALL (DIRECT)	$11,250	$31	$108
RETAINING WALL (MAJOR IMPROVEMENTS)	$54,000	$150	$519
WATER (DIRECT)	$796,359	$2,212	$7,657
WATER (MAJOR IMPROVEMENTS)	$363,805	$1,011	$3,498
SANITARY SEWER (DIRECT)	$800,483	$2,224	$7,697
SANITARY SEWER (MAJOR IMPROVEMENTS)	$321,458	$893	$3,091
STORM SEWER (DIRECT)	$856,862	$2,380	$8,239
STORM SEWER (MAJOR IMPROVEMENTS)	$393,626	$1,093	$3,785
PAVING (DIRECT)	$2,344,013	$6,511	$22,539
PAVING (MAJOR IMPROVEMENTS)	$1,930,843	$5,363	$18,566
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$268,109	$745	$2,578
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$120,389	$334	$1,158
GRAND TOTAL	**$8,596,424**	**$23,879**	**$82,658**

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5000	$ 7,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	40000	$ 50,000.00
DISK & SEED	$ 325.00	ACRE	80	$ 26,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,790.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,447.50
TOTAL				**$ 110,137.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5460	$ 8,190.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5460	$ 8,190.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,998.00
MISCELLANEOUS ITEMS (2.5%)				$ 499.50
TOTAL				**$ 22,477.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	10	$ 17,000.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	32000	$ 70,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,540.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,385.00
TOTAL				**$ 107,325.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
POND EXCAVATION	$ 2.20	C.Y.	30000	$ 66,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,470.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,117.50
TOTAL				**$ 95,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	250	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 250.00
TOTAL				**$ 11,250.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	800	$ 48,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	13700	$ 287,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	22	$ 17,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	41	$ 47,150.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	22	$ 77,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	360	$ 216,000.00
1" IRRIGATION SERVICE	$ 650.00	EA.	6	$ 3,900.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.1	$ 45,750.00
TESTING & CHLORINATION	$ 0.75	L.F.	13700	$ 10,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 70,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 17,696.88
TOTAL				**$ 796,359.38**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	2190	$ 72,270.00
8" P.V.C. WATERLINE	$ 21.00	L.F.	3800	$ 79,800.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	23	$ 26,450.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	10	$ 21,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
12" X 8" TAPPING SLEEVE AND VALVE	$ 6,500.00	EA.	2	$ 13,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.8	$ 36,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	5990	$ 4,492.50
ENGINEERING, PLATTING & STAKING (10%)				$ 25,914.25
MISCELLANEOUS ITEMS (2.5%)				$ 6,478.56
TOTAL				**$ 363,805.31**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	12400	$ 272,800.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1870	$ 56,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	42	$ 126,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	1	$ 5,000.00
CLEAN OUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	360	$ 216,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	160	$ 5,600.00
TRENCH SAFETY	$ 1.00	L.F.	14270	$ 14,270.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	14270	$ 14,270.00
ENGINEERING, PLATTING & STAKING (10%)				$ 71,154.00
MISCELLANEOUS ITEMS (2.5%)				$ 17,788.50
TOTAL				**$ 800,482.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. PIPE (SDR-26)	$ 48.00	L.F.	320	$ 15,360.00
10" P.V.C. PIPE (SDR-35)	$ 28.00	L.F.	730	$ 20,440.00
10" P.V.C. PIPE (SDR-26)	$ 32.00	L.F.	2950	$ 94,400.00
8" P.V.C. PIPE (SDR-35)	$ 22.00	L.F.	350	$ 7,700.00
8" P.V.C. PIPE (SDR-26)	$ 30.00	L.F.	1770	$ 53,100.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	23	$ 69,000.00
4' DIAMETER DROP MANHOLE	$ 5,000.00	EA.	2	$ 10,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	100	$ 3,500.00
TRENCH SAFETY	$ 1.00	L.F.	6120	$ 6,120.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6120	$ 6,120.00
ENGINEERING, PLATTING & STAKING (10%)				$ 28,574.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,143.50
TOTAL				**$ 321,457.50**

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	1260	$ 56,700.00
21" R.C.P.	$ 50.00	L.F.	850	$ 42,500.00
24" R.C.P.	$ 55.00	L.F.	1020	$ 56,100.00
24" R.C.P. (RUBBER GASKET)	$ 60.00	L.F.	110	$ 6,600.00
27" R.C.P.	$ 60.00	L.F.	90	$ 5,400.00
30" R.C.P.	$ 70.00	L.F.	250	$ 17,500.00
33" R.C.P.	$ 75.00	L.F.	120	$ 9,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	80	$ 6,400.00
36" R.C.P.	$ 55.00	L.F.	50	$ 2,750.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	40	$ 4,800.00
48" R.C.P.	$ 135.00	L.F.	1200	$ 162,000.00
48" R.C.P. (RUBBER GASKET)	$ 140.00	L.F.	660	$ 92,400.00
54" R.C.P.	$ 165.00	L.F.	50	$ 8,250.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	150	$ 25,500.00
60" R.C.P. (RUBBER GASKET)	$ 200.00	L.F.	100	$ 20,000.00
4'x3' R.C.B.	$ 230.00	L.F.	40	$ 9,200.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
8' CURB INLET	$ 2,800.00	EA.	10	$ 28,000.00
10' CURB INLET	$ 3,000.00	EA.	26	$ 78,000.00
12' CURB INLET	$ 3,200.00	EA.	6	$ 19,200.00
15' CURB INLET	$ 3,500.00	EA.	2	$ 7,000.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	4	$ 14,400.00
5'X5' STORM MANHOLE	$ 4,800.00	EA.	4	$ 19,200.00
REMOVE HEADWALL AND CONNECT TO EXISTING	$ 800.00	EA.	4	$ 3,200.00
REMOVE DROP INLET AND CONNECT TO EXISTING	$ 750.00	EA.	1	$ 750.00
REMOVE PLUG AND CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
REMOVE 48" RCP	$ 45.00	L.F.	75	$ 3,375.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	6	$ 13,200.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	3	$ 28,500.00
CONCRETE FLUME	$ 12.00	L.F.	560	$ 6,720.00
GRADE-TO-DRAIN	$ 20.00	L.F.	272	$ 5,440.00
TRENCH SAFETY	$ 1.00	L.F.	6070	$ 6,070.00
ENGINEERING, PLATTING & STAKING (10%)				$ 76,165.50
MISCELLANEOUS ITEMS (2.5%)				$ 19,041.38
TOTAL				**$ 856,861.88**

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 45.00	L.F.	980	$ 44,100.00
18" R.C.P. (RUBBER GASKET)	$ 50.00	L.F.	190	$ 9,500.00
21" R.C.P.	$ 50.00	L.F.	580	$ 29,000.00
21" R.C.P. (RUBBER GASKET)	$ 55.00	L.F.	60	$ 3,300.00
27" R.C.P.	$ 60.00	L.F.	230	$ 13,800.00
30" R.C.P. (RUBBER GASKET)	$ 75.00	L.F.	70	$ 5,250.00
33" R.C.P.	$ 75.00	L.F.	200	$ 15,000.00
33" R.C.P. (RUBBER GASKET)	$ 80.00	L.F.	140	$ 11,200.00
36" R.C.P.	$ 55.00	L.F.	60	$ 3,300.00
36" R.C.P. (RUBBER GASKET)	$ 90.00	L.F.	190	$ 17,100.00
42" R.C.P.	$ 115.00	L.F.	160	$ 18,400.00
42" R.C.P. (RUBBER GASKET)	$ 120.00	L.F.	60	$ 7,200.00
54" R.C.P.	$ 165.00	L.F.	210	$ 34,650.00
54" R.C.P. (RUBBER GASKET)	$ 170.00	L.F.	140	$ 23,800.00
6'x5' R.C.B.	$ 340.00	L.F.	100	$ 34,000.00
DROP INLET	$ 3,000.00	EA.	1	$ 3,000.00
10' CURB INLET	$ 3,000.00	EA.	10	$ 30,000.00
12' CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
10' RECESSED CURB INLET	$ 3,200.00	EA.	2	$ 6,400.00
4'X4' STORM MANHOLE	$ 3,600.00	EA.	2	$ 7,200.00
6'X6' STORM MANHOLE	$ 5,500.00	EA.	1	$ 5,500.00
CONSTRUCT RCP HEADWALL	$ 2,200.00	EA.	4	$ 8,800.00
CONSTRUCT RCB HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
CONCRETE FLUME	$ 12.00	L.F.	10	$ 120.00
TRENCH SAFETY	$ 1.00	L.F.	3370	$ 3,370.00
ENGINEERING, PLATTING & STAKING (10%)				$ 34,989.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,747.25
TOTAL				**$ 393,626.25**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	51700	$ 155,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	931	$ 144,305.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	48500	$ 1,455,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	43	$ 47,300.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	126	$ 1,512.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	2	$ 3,000.00
4' SIDEWALK	$ 4.50	S.F.	22300	$ 100,350.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	15	$ 22,500.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	27	$ 121,500.00
STREET NAME BLADE	$ 400.00	EA.	50	$ 20,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 208,356.70
MISCELLANEOUS ITEMS (2.5%)				$ 52,089.18
TOTAL				**$ 2,344,012.88**

Opinion of Probable Cost

MUSTANG LAKES PHASE TWO

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***360*** *Total Acres:* ***104***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	21200	$ 63,600.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	382	$ 59,210.00
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 42.00	S.Y.	7000	$ 294,000.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	12800	$ 384,000.00
12" TYPE "B" ASPHALT BASE	$ 70.00	S.Y.	1665	$ 116,550.00
2" TYPE "C" ASPHALT OVERLAY	$ 15.00	S.Y.	4521	$ 67,815.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	10	$ 11,000.00
SAWCUT EXISTING CURB & GUTTER	$ 12.00	L.F.	240	$ 2,880.00
INSTALL STREET HEADER AND BARRICADE	$ 1,500.00	EA.	1	$ 1,500.00
6' SIDEWALK	$ 4.50	S.F.	22500	$ 101,250.00
STRIPING, BUTTONING, ETC.	$ 30,000.00	L.S.	1	$ 30,000.00
FM2478 EXCAVATION	$ 10,000.00	L.S.	1	$ 10,000.00
BRIDGE	$ 550,000.00	L.S.	1	$ 550,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	4	$ 6,000.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	1	$ 4,500.00
STREET NAME BLADE	$ 400.00	EA.	10	$ 4,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 171,630.50
MISCELLANEOUS ITEMS (2.5%)				$ 42,907.63
TOTAL				**$ 1,930,843.13**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 191,908.67	L.S.	1	$ 191,908.67
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 268,108.67**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 120,389.29	L.S.	1	$ 120,389.29
TOTAL				**$ 120,389.29**

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$109,716	$712	$1,742
EROSION CONTROL (MAJOR IMPROVEMENTS)	$17,888	$116	$284
EXCAVATION (DIRECT)	$103,838	$674	$1,648
EXCAVATION (MAJOR IMPROVEMENTS)	$168,525	$1,094	$2,675
RETAINING WALL (DIRECT)	$14,006	$91	$222
RETAINING WALL (MAJOR IMPROVEMENTS)	$20,250	$131	$321
WATER (DIRECT)	$466,313	$3,028	$7,402
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$285,300	$1,853	$4,529
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$338,153	$2,196	$5,368
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,171,322	$7,606	$18,592
PAVING (MAJOR IMPROVEMENTS)	$45,000	$292	$714
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$166,643	$1,082	$2,645
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$1,800	$12	$29
GRAND TOTAL	**$2,908,752**	**$18,888**	**$46,171**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	12000	$ 18,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	9	$ 16,200.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	14300	$ 17,875.00
DISK & SEED	$ 325.00	ACRE	66	$ 21,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,752.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,438.13
TOTAL				**$ 109,715.63**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1400	$ 2,100.00
ROCK CHECK DAMS	$ 1,800.00	EA.	1	$ 1,800.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,590.00
MISCELLANEOUS ITEMS (2.5%)				$ 397.50
TOTAL				**$ 17,887.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	19000	$ 41,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,230.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,307.50
TOTAL				**$ 103,837.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	4	$ 6,800.00
POND EXCAVATION	$ 2.20	C.Y.	65000	$ 143,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,980.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,745.00
TOTAL				**$ 168,525.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
5' WALL	$ 83.00	L.F.	150	$ 12,450.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 311.25
TOTAL				**$ 14,006.25**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 450.00
TOTAL				**$ 20,250.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	7550	$ 158,550.00
6" GATE VALVE & BOX	$ 800.00	EA.	18	$ 14,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	24	$ 27,600.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	18	$ 63,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	154	$ 92,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.3	$ 47,187.50
TESTING & CHLORINATION	$ 0.75	L.F.	7550	$ 5,662.50
ENGINEERING, PLATTING & STAKING (10%)				$ 41,450.00
MISCELLANEOUS ITEMS (2.5%)				$ 10,362.50
TOTAL				**$ 466,312.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	4800	$ 105,600.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
4" SERVICE LINES	$ 600.00	EA.	154	$ 92,400.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	4800	$ 4,800.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	4800	$ 4,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 25,360.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,340.00
TOTAL				**$ 285,300.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	180	$ 7,200.00
21" R.C.P.	$ 45.00	L.F.	500	$ 22,500.00
24" R.C.P.	$ 50.00	L.F.	1110	$ 55,500.00
27" R.C.P.	$ 55.00	L.F.	380	$ 20,900.00
30" R.C.P.	$ 65.00	L.F.	70	$ 4,550.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	240	$ 26,400.00
7' X 4' R.C.B.	$ 240.00	L.F.	100	$ 24,000.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
7' X 4' HEADWALL	$ 9,500.00	EA.	2	$ 19,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	225	$ 11,250.00
TRENCH SAFETY	$ 1.00	L.F.	2680	$ 2,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 30,058.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,514.50
TOTAL				**$ 338,152.50**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***154*** *Total Acres:* ***63***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28900	$ 86,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	525	$ 81,375.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27100	$ 813,000.00
CONNECT TO EXISTING	$ 500.00	EA.	6	$ 3,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	25	$ 27,500.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	8	$ 12,000.00
STREET NAME BLADE	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 104,117.50
MISCELLANEOUS ITEMS (2.5%)				$ 26,029.38
TOTAL				**$ 1,171,321.88**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	10000	$ 40,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,000.00
TOTAL				**$ 45,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,700.00	L.S.	1	$ 4,700.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 90,443.48	L.S.	1	$ 90,443.48
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	154	$ 38,500.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 166,643.48**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 1,800.00	L.S.	1	$ 1,800.00
TOTAL				**$ 1,800.00**

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$114,919	$672	$1,796
EROSION CONTROL (MAJOR IMPROVEMENTS)	$20,419	$119	$319
EXCAVATION (DIRECT)	$90,833	$531	$1,419
EXCAVATION (MAJOR IMPROVEMENTS)	$11,070	$65	$173
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$506,306	$2,961	$7,911
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$434,678	$2,542	$6,792
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$426,926	$2,497	$6,671
STORM SEWER (MAJOR IMPROVEMENTS)	$12,375	$72	$193
PAVING (DIRECT)	$1,408,134	$8,235	$22,002
PAVING (MAJOR IMPROVEMENTS)	$382,106	$2,235	$5,970
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$194,092	$1,135	$3,033
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$15,779	$92	$247
GRAND TOTAL	**$3,617,637**	**$21,156**	**$56,526**

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	7000	$ 10,500.00
ROCK CHECK DAMS	$ 1,800.00	EA.	8	$ 14,400.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	19800	$ 24,750.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3400	$ 5,100.00
DISK & SEED	$ 325.00	ACRE	72	$ 23,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,215.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,553.75
TOTAL				**$ 114,918.75**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1700	$ 2,550.00
ROCK CHECK DAMS	$ 1,800.00	EA.	2	$ 3,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 453.75
TOTAL				**$ 20,418.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	19	$ 32,300.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	20200	$ 44,440.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,074.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,018.50
TOTAL				**$ 90,832.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	3700	$ 8,140.00
ENGINEERING, PLATTING & STAKING (10%)				$ 984.00
MISCELLANEOUS ITEMS (2.5%)				$ 246.00
TOTAL				**$ 11,070.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	8000	$ 168,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	19	$ 15,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	29	$ 33,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	19	$ 66,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	171	$ 102,600.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	6.7	$ 50,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	8000	$ 6,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 45,005.00
MISCELLANEOUS ITEMS (2.5%)				$ 11,251.25
TOTAL				**$ 506,306.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7970	$ 175,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	27	$ 81,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	171	$ 102,600.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	300	$ 10,500.00
TRENCH SAFETY	$ 1.00	L.F.	7970	$ 7,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7970	$ 7,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 38,638.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,659.50
TOTAL				**$ 434,677.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	360	$ 14,400.00
21" R.C.P.	$ 45.00	L.F.	530	$ 23,850.00
24" R.C.P.	$ 50.00	L.F.	350	$ 17,500.00
27" R.C.P.	$ 55.00	L.F.	90	$ 4,950.00
30" R.C.P.	$ 65.00	L.F.	480	$ 31,200.00
36" R.C.P.	$ 80.00	L.F.	240	$ 19,200.00
42" R.C.P.	$ 110.00	L.F.	150	$ 16,500.00
48" R.C.P.	$ 125.00	L.F.	290	$ 36,250.00
4' X 4' R.C.B.	$ 180.00	L.F.	250	$ 45,000.00
5' X 4' R.C.B.	$ 200.00	L.F.	250	$ 50,000.00
CURB INLET	$ 4,500.00	EA.	22	$ 99,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	1	$ 500.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	2	$ 5,600.00
ROCK-RIP-RAP	$ 50.00	S.Y.	135	$ 6,750.00
TRENCH SAFETY	$ 1.00	L.F.	2990	$ 2,990.00
ENGINEERING, PLATTING & STAKING (10%)				$ 37,949.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,487.25
TOTAL				**$ 426,926.25**

Opinion of Probable Cost

MUSTANG LAKES PHASE FOUR

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***171*** *Total Acres:* ***64***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	50	$ 2,000.00
CURB INLET	$ 4,500.00	EA.	2	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,100.00
MISCELLANEOUS ITEMS (2.5%)				$ 275.00
TOTAL				**$ 12,375.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	33600	$ 100,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	605	$ 93,775.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	31400	$ 942,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	13400	$ 53,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	36	$ 39,600.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STREET STOP SIGNS	$ 400.00	EA.	7	$ 2,800.00
STREET NAME BLADES	$ 400.00	EA.	19	$ 7,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 125,167.50
MISCELLANEOUS ITEMS (2.5%)				$ 31,291.88
TOTAL				**$ 1,408,134.38**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	5000	$ 15,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	90	$ 13,950.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	4600	$ 179,400.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	1050	$ 44,100.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3800	$ 15,200.00
8' TRAIL	$ 4.00	S.F.	4300	$ 17,200.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	39	$ 42,900.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	450	$ 1,800.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,500.00	EA.	2	$ 3,000.00
STREET NAME BLADE	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,965.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,491.25
TOTAL				**$ 382,106.25**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 7,300.00	L.S.	1	$ 7,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 111,041.78	L.S.	1	$ 111,041.78
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	171	$ 42,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 194,091.78**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 15,779.25	L.S.	1	$ 15,779.25
TOTAL				**$ 15,779.25**

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$158,653	$715	$1,603
EROSION CONTROL (MAJOR IMPROVEMENTS)	$27,338	$123	$276
EXCAVATION (DIRECT)	$143,685	$647	$1,451
EXCAVATION (MAJOR IMPROVEMENTS)	$14,288	$64	$144
RETAINING WALL (DIRECT)	$27,810	$125	$281
RETAINING WALL (MAJOR IMPROVEMENTS)	$10,125	$46	$102
WATER (DIRECT)	$629,719	$2,837	$6,361
WATER (MAJOR IMPROVEMENTS)	$277,988	$1,252	$2,808
SANITARY SEWER (DIRECT)	$440,235	$1,983	$4,447
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$646,943	$2,914	$6,535
STORM SEWER (MAJOR IMPROVEMENTS)	$21,938	$99	$222
PAVING (DIRECT)	$1,973,627	$8,890	$19,936
PAVING (MAJOR IMPROVEMENTS)	$369,214	$1,663	$3,729
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$244,171	$1,100	$2,466
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$26,766	$121	$270
GRAND TOTAL	**$5,012,496**	**$22,579**	**$50,631**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	18500	$ 27,750.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	24800	$ 31,000.00
DISK & SEED	$ 325.00	ACRE	87	$ 28,275.00
ENGINEERING, PLATTING & STAKING (10%)				$ 14,102.50
MISCELLANEOUS ITEMS (2.5%)				$ 3,525.63
TOTAL				**$ 158,653.13**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2200	$ 3,300.00
ROCK CHECK DAMS	$ 1,800.00	EA.	5	$ 9,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,430.00
MISCELLANEOUS ITEMS (2.5%)				$ 607.50
TOTAL				**$ 27,337.50**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	25	$ 42,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	4	$ 8,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	35100	$ 77,220.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,772.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,193.00
TOTAL				**$ 143,685.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	1	$ 1,700.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	5000	$ 11,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,270.00
MISCELLANEOUS ITEMS (2.5%)				$ 317.50
TOTAL				**$ 14,287.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	120	$ 4,800.00
5' WALL	$ 83.00	L.F.	240	$ 19,920.00
ENGINEERING, PLATTING & STAKING (10%)				$ 2,472.00
MISCELLANEOUS ITEMS (2.5%)				$ 618.00
TOTAL				**$ 27,810.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	9600	$ 201,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	24	$ 19,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	47	$ 54,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	24	$ 84,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	222	$ 133,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	8.0	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
TESTING & CHLORINATION	$ 0.75	L.F.	9600	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 55,975.00
MISCELLANEOUS ITEMS (2.5%)				$ 13,993.75
TOTAL				**$ 629,718.75**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE	$ 33.00	L.F.	4400	$ 145,200.00
6" GATE VALVE & BOX	$ 800.00	EA.	8	$ 6,400.00
12" GATE VALVE & BOX	$ 2,100.00	EA.	17	$ 35,700.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	8	$ 28,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	3.7	$ 27,500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
TESTING & CHLORINATION	$ 0.75	L.F.	4400	$ 3,300.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,710.00
MISCELLANEOUS ITEMS (2.5%)				$ 6,177.50
TOTAL				**$ 277,987.50**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	8130	$ 178,860.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	18	$ 54,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4" SERVICE LINES	$ 600.00	EA.	222	$ 133,200.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	8130	$ 8,130.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8130	$ 8,130.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,132.00
MISCELLANEOUS ITEMS (2.5%)				$ 9,783.00
TOTAL				**$ 440,235.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	410	$ 16,400.00
21" R.C.P.	$ 45.00	L.F.	1770	$ 79,650.00
24" R.C.P.	$ 50.00	L.F.	1380	$ 69,000.00
27" R.C.P.	$ 55.00	L.F.	280	$ 15,400.00
30" R.C.P.	$ 65.00	L.F.	880	$ 57,200.00
36" R.C.P.	$ 80.00	L.F.	410	$ 32,800.00
48" R.C.P.	$ 125.00	L.F.	420	$ 52,500.00
6' X 4' R.C.B.	$ 220.00	L.F.	60	$ 13,200.00
CURB INLET	$ 4,500.00	EA.	43	$ 193,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
6' X 4' HEADWALL	$ 9,500.00	EA.	1	$ 9,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	90	$ 4,500.00
GRADE TO DRAIN	$ 10.00	L.F.	300	$ 3,000.00
TRENCH SAFETY	$ 1.00	L.F.	5610	$ 5,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 57,506.00
MISCELLANEOUS ITEMS (2.5%)				$ 14,376.50
TOTAL				**$ 646,942.50**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
CURB INLET	$ 4,500.00	EA.	3	$ 13,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,950.00
MISCELLANEOUS ITEMS (2.5%)				$ 487.50
TOTAL				**$ 21,937.50**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	48700	$ 146,100.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	877	$ 135,935.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	45700	$ 1,371,000.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	3000	$ 12,000.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	49	$ 53,900.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 15,000.00	L.S.	1	$ 15,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	30	$ 12,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 175,433.50
MISCELLANEOUS ITEMS (2.5%)				$ 43,858.38
TOTAL				**$ 1,973,626.88**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" LIME TREATED SUBGRADE	$ 3.00	S.Y.	6600	$ 19,800.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	118	$ 18,290.00
8" REINF. CONCRETE STREET PAVEMENT (2-25 B-B)	$ 39.00	S.Y.	6100	$ 237,900.00
8" REINF. CONCRETE TURN LANES	$ 42.00	S.Y.	700	$ 29,400.00
CONNECT TO EXISTING	$ 500.00	EA.	1	$ 500.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	1	$ 500.00
4' SIDEWALK	$ 4.00	S.F.	3200	$ 12,800.00
TURN LANE BUTTONING AND STRIPING	$ 4.00	L.F.	300	$ 1,200.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 5,000.00	L.S.	1	$ 5,000.00
STREET STOP SIGNS	$ 400.00	EA.	3	$ 1,200.00
STREET NAME BLADES	$ 400.00	EA.	4	$ 1,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,819.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,204.75
TOTAL				**$ 369,213.75**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***222*** *Total Acres:* ***99***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 6,300.00	L.S.	1	$ 6,300.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 147,620.93	L.S.	1	$ 147,620.93
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	L.S.	229	$ 57,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 244,170.93**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 26,765.55	L.S.	1	$ 26,765.55
TOTAL				**$ 26,765.55**

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$91,997	$719	$2,555
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$60,953	$476	$1,693
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$72,900	$570	$2,025
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$362,756	$2,834	$10,077
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$353,621	$2,763	$9,823
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$246,971	$1,929	$6,860
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$852,114	$6,657	$23,670
PAVING (MAJOR IMPROVEMENTS)	$72,000	$563	$2,000
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$141,719	$1,107	$3,937
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,880	$23	$80
GRAND TOTAL	**$2,257,911**	**$17,640**	**$62,720**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	10000	$ 15,000.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	10200	$ 12,750.00
DISK & SEED	$ 325.00	ACRE	37	$ 12,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 8,177.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,044.38
TOTAL				**$ 91,996.88**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	11	$ 18,700.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	13400	$ 29,480.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,418.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,354.50
TOTAL				**$ 60,952.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6' WALL	$ 108.00	L.F.	600	$ 64,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,480.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,620.00
TOTAL				**$ 72,900.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5600	$ 117,600.00
6" GATE VALVE & BOX	$ 800.00	EA.	14	$ 11,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	19	$ 21,850.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	14	$ 49,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	128	$ 76,800.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	1	$ 1,100.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.7	$ 35,000.00
CONNECT TO EXISTING	$ 500.00	EA.	7	$ 3,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5600	$ 4,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,245.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,061.25
TOTAL				**$ 362,756.25**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	6970	$ 153,340.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	20	$ 60,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	128	$ 76,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	6970	$ 6,970.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6970	$ 6,970.00
ENGINEERING, PLATTING & STAKING (10%)				$ 31,433.00
MISCELLANEOUS ITEMS (2.5%)				$ 7,858.25
TOTAL				**$ 353,621.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	150	$ 6,000.00
21" R.C.P.	$ 45.00	L.F.	270	$ 12,150.00
24" R.C.P.	$ 50.00	L.F.	910	$ 45,500.00
30" R.C.P.	$ 65.00	L.F.	180	$ 11,700.00
36" R.C.P.	$ 80.00	L.F.	110	$ 8,800.00
42" R.C.P.	$ 110.00	L.F.	180	$ 19,800.00
48" R.C.P.	$ 125.00	L.F.	180	$ 22,500.00
CURB INLET	$ 4,500.00	EA.	13	$ 58,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	1	$ 4,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	2	$ 8,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	700	$ 7,000.00
TRENCH SAFETY	$ 1.00	L.F.	1980	$ 1,980.00
ENGINEERING, PLATTING & STAKING (10%)				$ 21,953.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,488.25
TOTAL				**$ 246,971.25**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***128*** *Total Acres:* ***36***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	20900	$ 62,700.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	377	$ 58,435.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	19500	$ 585,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
CONSTRUCT STEET HEADER AND BARRICADE	$ 500.00	EA.	3	$ 1,500.00
4' SIDEWALK	$ 4.00	S.F.	2200	$ 8,800.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	20	$ 22,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 1.00	L.S.	10000	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	6	$ 2,400.00
STREET NAME BLADE	$ 400.00	EA.	14	$ 5,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 75,743.50
MISCELLANEOUS ITEMS (2.5%)				$ 18,935.88
TOTAL				**$ 852,114.38**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	16000	$ 64,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,400.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,600.00
TOTAL				**$ 72,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,100.00	L.S.	1	$ 4,100.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 72,618.53	L.S.	1	$ 72,618.53
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	128	$ 32,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 141,718.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,880.00	L.S.	1	$ 2,880.00
TOTAL				**$ 2,880.00**

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$75,895	$961	$1,897
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
EXCAVATION (DIRECT)	$42,075	$533	$1,052
EXCAVATION (MAJOR IMPROVEMENTS)	$0	$0	$0
RETAINING WALL (DIRECT)	$21,600	$273	$540
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$189,169	$2,395	$4,729
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$77,400	$980	$1,935
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$231,311	$2,928	$5,783
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$578,430	$7,322	$14,461
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$99,000	$1,253	$2,475
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$0	$0	$0
GRAND TOTAL	**$1,314,880**	**$16,644**	**$32,872**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	9100	$ 13,650.00
ROCK CHECK DAMS	$ 1,800.00	EA.	7	$ 12,600.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	6750	$ 8,437.50
DISK & SEED	$ 325.00	ACRE	27	$ 8,775.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,746.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,686.56
TOTAL				**$ 75,895.31**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	8	$ 13,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	9000	$ 19,800.00
ENGINEERING, PLATTING & STAKING (10%)				$ 3,740.00
MISCELLANEOUS ITEMS (2.5%)				$ 935.00
TOTAL				**$ 42,075.00**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
2' WALL	$ 40.00	L.F.	150	$ 6,000.00
3' WALL	$ 50.00	L.F.	120	$ 6,000.00
4' WALL	$ 60.00	L.F.	120	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,920.00
MISCELLANEOUS ITEMS (2.5%)				$ 480.00
TOTAL				**$ 21,600.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	2700	$ 56,700.00
6" GATE VALVE & BOX	$ 800.00	EA.	7	$ 5,600.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	9	$ 10,350.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	7	$ 24,500.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	79	$ 47,400.00
2" BLOW OFF VALVE	$ 1,100.00	L.F.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	2.3	$ 16,875.00
CONNECT TO EXISTING	$ 500.00	EA.	5	$ 2,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	2700	$ 2,025.00
ENGINEERING, PLATTING & STAKING (10%)				$ 16,815.00
MISCELLANEOUS ITEMS (2.5%)				$ 4,203.75
TOTAL				**$ 189,168.75**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	600	$ 13,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	2	$ 6,000.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	79	$ 47,400.00
TRENCH SAFETY	$ 1.00	L.F.	600	$ 600.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	600	$ 600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,880.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,720.00
TOTAL				**$ 77,400.00**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	200	$ 8,000.00
21" R.C.P.	$ 45.00	L.F.	190	$ 8,550.00
24" R.C.P.	$ 50.00	L.F.	100	$ 5,000.00
30" R.C.P.	$ 65.00	L.F.	300	$ 19,500.00
36" R.C.P.	$ 80.00	L.F.	550	$ 44,000.00
42" R.C.P.	$ 110.00	L.F.	60	$ 6,600.00
48" R.C.P.	$ 125.00	L.F.	130	$ 16,250.00
5' X 4' R.C.B.	$ 200.00	L.F.	80	$ 16,000.00
CURB INLET	$ 4,500.00	EA.	10	$ 45,000.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	2	$ 8,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
48"-60" TYPE "B" PRE-CAST HEADWALL	$ 4,000.00	EA.	1	$ 4,000.00
5' X 4' HEADWALL	$ 7,500.00	EA.	1	$ 7,500.00
ROCK-RIP-RAP	$ 50.00	S.Y.	180	$ 9,000.00
GRADE TO DRAIN	$ 10.00	L.F.	100	$ 1,000.00
TRENCH SAFETY	$ 1.00	L.F.	1610	$ 1,610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 20,561.00
MISCELLANEOUS ITEMS (2.5%)				$ 5,140.25
TOTAL				**$ 231,311.25**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***79*** *Total Acres:* ***40***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	14000	$ 42,000.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	252	$ 39,060.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	13200	$ 396,000.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
4' SIDEWALK	$ 4.00	S.F.	1400	$ 5,600.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	13	$ 14,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	4	$ 1,600.00
STREET NAME BLADE	$ 400.00	EA.	9	$ 3,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 51,416.00
MISCELLANEOUS ITEMS (2.5%)				$ 12,854.00
TOTAL				**$ 578,430.00**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,800.00	L.S.	1	$ 2,800.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 43,052.40	L.S.	1	$ 43,052.40
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	79	$ 19,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 99,000.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$110,588	$819	$1,940
EROSION CONTROL (MAJOR IMPROVEMENTS)	$4,219	$31	$74
EXCAVATION (DIRECT)	$84,488	$626	$1,482
EXCAVATION (MAJOR IMPROVEMENTS)	$67,838	$503	$1,190
RETAINING WALL (DIRECT)	$10,125	$75	$178
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$379,350	$2,810	$6,655
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$378,056	$2,800	$6,633
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$376,459	$2,789	$6,605
STORM SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
PAVING (DIRECT)	$1,202,951	$8,911	$21,104
PAVING (MAJOR IMPROVEMENTS)	$67,500	$500	$1,184
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$172,623	$1,279	$3,028
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,700	$20	$47
GRAND TOTAL	**$2,856,895**	**$21,162**	**$50,121**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	8300	$ 12,450.00
ROCK CHECK DAMS	$ 1,800.00	EA.	10	$ 18,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	3	$ 36,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13000	$ 16,250.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 9,830.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,457.50
TOTAL				**$ 110,587.50**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	3000	$ 3,750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 375.00
MISCELLANEOUS ITEMS (2.5%)				$ 93.75
TOTAL				**$ 4,218.75**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	18	$ 30,600.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	C.Y.	17500	$ 38,500.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,510.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,877.50
TOTAL				**$ 84,487.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	ACRE	7	$ 11,900.00
POND EXCAVATION	$ 2.20	C.Y.	22000	$ 48,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,030.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,507.50
TOTAL				**$ 67,837.50**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 60.00	L.F.	150	$ 9,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 900.00
MISCELLANEOUS ITEMS (2.5%)				$ 225.00
TOTAL				**$ 10,125.00**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	5350	$ 112,350.00
6" GATE VALVE & BOX	$ 800.00	EA.	16	$ 12,800.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	26	$ 29,900.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	16	$ 56,000.00
1" SINGLE WATER SERVICE	$ 600.00	EA.	135	$ 81,000.00
2" IRRIGATION SERVICE	$ 1,100.00	EA.	2	$ 2,200.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TON	4.5	$ 33,437.50
CONNECT TO EXISTING	$ 500.00	EA.	11	$ 5,500.00
TESTING & CHLORINATION	$ 0.75	L.F.	5350	$ 4,012.50
ENGINEERING, PLATTING & STAKING (10%)				$ 33,720.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,430.00
TOTAL				**$ 379,350.00**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	L.F.	7200	$ 158,400.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	24	$ 72,000.00
CONNECT TO EXISTING	$ 500.00	EA.	3	$ 1,500.00
4" SERVICE LINES	$ 600.00	EA.	135	$ 81,000.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	250	$ 8,750.00
TRENCH SAFETY	$ 1.00	L.F.	7200	$ 7,200.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	7200	$ 7,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,605.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,401.25
TOTAL				**$ 378,056.25**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 40.00	L.F.	220	$ 8,800.00
21" R.C.P.	$ 45.00	L.F.	450	$ 20,250.00
24" R.C.P.	$ 50.00	L.F.	650	$ 32,500.00
27" R.C.P.	$ 55.00	L.F.	590	$ 32,450.00
30" R.C.P.	$ 65.00	L.F.	260	$ 16,900.00
42" R.C.P.	$ 110.00	L.F.	160	$ 17,600.00
4' X 4' R.C.B.	$ 180.00	L.F.	180	$ 32,400.00
8' X 4' R.C.B.	$ 260.00	L.F.	120	$ 31,200.00
CURB INLET	$ 4,500.00	EA.	18	$ 81,000.00
CONNECT TO EXISTING STORM LINE	$ 500.00	EA.	2	$ 1,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	2	$ 3,600.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
4' X 4' HEADWALL	$ 5,000.00	EA.	1	$ 5,000.00
8' X 4' HEADWALL	$ 16,500.00	EA.	2	$ 33,000.00
ROCK-RIP-RAP	$ 50.00	S.Y.	270	$ 13,500.00
TRENCH SAFETY	$ 1.00	L.F.	2630	$ 2,630.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,463.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,365.75
TOTAL				**$ 376,458.75**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***135*** *Total Acres:* ***57***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$0.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	S.Y.	28800	$ 86,400.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TON	518	$ 80,290.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	S.Y.	27000	$ 810,000.00
CONNECT TO EXISTING	$ 500.00	EA.	8	$ 4,000.00
4' SIDEWALK	$ 4.50	S.F.	6200	$ 27,900.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	33	$ 36,300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 10,000.00	L.S.	1	$ 10,000.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 400.00	EA.	11	$ 4,400.00
STREET NAME BLADE	$ 400.00	EA.	25	$ 10,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 106,929.00
MISCELLANEOUS ITEMS (2.5%)				$ 26,732.25
TOTAL				**$ 1,202,951.25**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8' TRAIL	$ 4.00	S.F.	15000	$ 60,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,500.00
TOTAL				**$ 67,500.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,900.00	L.S.	1	$ 4,900.00
ENGINEERING REVIEW FEE	$ 5,000.00	L.S.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 93,472.65	L.S.	1	$ 93,472.65
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT	165	$ 41,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 172,622.65**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,700.00	L.S.	1	$ 2,700.00
TOTAL				**$ 2,700.00**

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,609	$370	$1,392
EROSION CONTROL (MAJOR IMPROVEMENTS)	$0	$0	$0
EXCAVATION (DIRECT)	$115,988	$617	$2,320
EXCAVATION (MAJOR IMPROVEMENTS)	$61,875	$329	$1,238
RETAINING WALL (DIRECT)	$0	$0	$0
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$492,609	$2,620	$9,852
WATER (MAJOR IMPROVEMENTS)	$0	$0	$0
SANITARY SEWER (DIRECT)	$379,688	$2,020	$7,594
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$364,815	$1,941	$7,296
STORM SEWER (MAJOR IMPROVEMENTS)	$54,000	$287	$1,080
PAVING (DIRECT)	$1,008,473	$5,364	$20,169
PAVING (MAJOR IMPROVEMENTS)	$0	$0	$0
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$174,323	$927	$3,486
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$2,160	$11	$43
GRAND TOTAL	**$2,723,540**	**$14,487**	**$54,471**

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	5700	$ 8,550.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12800	$ 16,000.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	1300	$ 1,950.00
DISK & SEED	$ 325.00	AC.	35	$ 11,375.00
ENGINEERING, PLATTING & STAKING (10%)				$ 6,187.50
MISCELLANEOUS ITEMS (2.5%)				$ 1,546.88
TOTAL				**$ 69,609.38**

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,700.00	AC.	35	$ 59,500.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.20	CY.	18000	$ 39,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,310.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,577.50
TOTAL				**$ 115,987.50**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND EXCAVATION	$ 2.20	C.Y.	25000	$ 55,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,500.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,375.00
TOTAL				**$ 61,875.00**

RETAINING WALL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 21.00	L.F.	6600	$ 138,600.00
8" P.V.C. WATERLINE BY BORE	$ 300.00	L.F.	100	$ 30,000.00
6" GATE VALVE & BOX	$ 800.00	EA.	13	$ 10,400.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	22	$ 25,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,500.00	EA.	13	$ 45,500.00
12" x 8" TAPPING SLEEVE & VALVE	$ 6,000.00	EA.	1	$ 6,000.00
8" x 8" TAPPING SLEEVE & VALVE	$ 4,500.00	EA.	2	$ 9,000.00
1" SINGLE SERVICE	$ 650.00	EA.	188	$ 122,200.00
1.5" IRRIGATION SERVICE	$ 800.00	EA.	1	$ 800.00
CONNECT TO EXISTING	$ 500.00	EA.	4	$ 2,000.00
MISCELLANEOUS FITTINGS	$ 7,500.00	TN.	5.5	$ 41,250.00
REMOVE EXISTING WATER MAIN AND VALVES	$ 12.50	L.F.	150	$ 1,875.00
TESTING & CHLORINATION	$ 0.75	L.F.	6600	$ 4,950.00
ENGINEERING, PLATTING & STAKING (10%)				$ 43,787.50
MISCELLANEOUS ITEMS (2.5%)				$ 10,946.88
TOTAL				**$ 492,609.38**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE	$ 22.00	LF.	6600	$ 145,200.00
4' DIAMETER MANHOLE	$ 3,000.00	EA.	12	$ 36,000.00
4' DIAMETER DROP MANHOLE	$ 6,000.00	EA.	2	$ 12,000.00
CLEANOUT	$ 500.00	EA.	1	$ 500.00
CONNECT TO EXISTING	$ 500.00	EA.	2	$ 1,000.00
4" SERVICE LINES	$ 600.00	EA.	188	$ 112,800.00
2000 PSI CONCRETE ENCASEMENT	$ 35.00	L.F.	200	$ 7,000.00
REMOVE EXISTING SANITARY SEWER MAIN	$ 10.00	L.F.	650	$ 6,500.00
TRENCH SAFETY	$ 1.50	L.F.	6600	$ 9,900.00
TESTING & T.V. INSPECTION	$ 1.00	L.F.	6600	$ 6,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,750.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,437.50
TOTAL				**$ 379,687.50**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 40.00	L.F.	300	$ 12,000.00
21" R.C.P.	$ 45.00	L.F.	300	$ 13,500.00
24" R.C.P.	$ 50.00	L.F.	1400	$ 70,000.00
30" R.C.P.	$ 65.00	L.F.	220	$ 14,300.00
33" R.C.P.	$ 70.00	L.F.	540	$ 37,800.00
36" R.C.P.	$ 80.00	L.F.	100	$ 8,000.00
42" R.C.P.	$ 110.00	L.F.	520	$ 57,200.00
CURB INLET	$ 4,500.00	EA.	17	$ 76,500.00
STORM SEWER MANHOLE	$ 4,000.00	EA.	5	$ 20,000.00
18"-27" TYPE "B" PRE-CAST HEADWALL	$ 1,800.00	EA.	1	$ 1,800.00
30"-45" TYPE "B" PRE-CAST HEADWALL	$ 2,800.00	EA.	1	$ 2,800.00
ROCK-RIP-RAP	$ 50.00	SY.	50	$ 2,500.00
REMOVE EXISTING STORM SEWER MAIN	$ 20.00	L.F.	200	$ 4,000.00
REMOVE DROP INLET AND CONNECT TO EXISTING RCP	$ 500.00	EA.	1	$ 500.00
TRENCH SAFETY	$ 1.00	L.F.	3380	$ 3,380.00
ENGINEERING, PLATTING & STAKING (10%)				$ 32,428.00
MISCELLANEOUS ITEMS (2.5%)				$ 8,107.00
TOTAL				**$ 364,815.00**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND FOUNTAIN	$ 30,000.00	EA.	1	$ 30,000.00
POND OUTLET STRUCTURE	$ 18,000.00	EA.	1	$ 18,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 4,800.00
MISCELLANEOUS ITEMS (2.5%)				$ 1,200.00
TOTAL				**$ 54,000.00**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.00	SY.	24100	$ 72,300.00
HYDRATED LIME (36 LBS/SY)	$ 155.00	TN.	434	$ 67,270.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 30.00	SY.	22600	$ 678,000.00
4' SIDEWALK	$ 4.50	SF.	1400	$ 6,300.00
BARRIER FREE RAMPS	$ 1,100.00	EA.	31	$ 34,100.00
SAWCUT AND REMOVE EX CONCRETE PAVEMENT	$ 15.00	S.F.	350	$ 5,250.00
REMOVE EXISTING STREET SIGNS	$ 100.00	EA.	3	$ 300.00
STOP SIGN AND POLE (AMERON CONCRETE POLE)	$ 4,500.00	EA.	5	$ 22,500.00
STREET NAME BLADE	$ 400.00	EA.	26	$ 10,400.00
ENGINEERING, PLATTING & STAKING (10%)				$ 89,642.00
MISCELLANEOUS ITEMS (2.5%)				$ 22,410.50
TOTAL				**$ 1,008,472.50**

Opinion of Probable Cost

MUSTANG LAKES PHASE NINE

City of Celina, Collin County, Texas

Land Plan: 04-07-2016

Total Lots: ***188*** *Total Acres:* ***50***

Prepared: ***05/19/14*** *Revised:* ***11/22/16***

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 4,500.00	LS.	1	$ 4,500.00
ENGINEERING REVIEW FEE	$ 5,000.00	LS.	1	$ 5,000.00
INSPECTION FEE (4%)	$ 89,823.38	LS.	1	$ 89,823.38
WETLANDS REPORT	$ 2,500.00	LS.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	LS.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	LS.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	188	$ 47,000.00
SWPPP ADMINISTRATION	$ 5,000.00	LS.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	LS.	1	$ 5,000.00
TOTAL				**$ 174,323.38**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 2,160.00	L.S.	1	$ 2,160.00
TOTAL				**$ 2,160.00**

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ***02/16/18*** *Revised:* ***09/26/19***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$80,120	$411	$1,113
EROSION CONTROL (MAJOR IMPROVEMENTS)	$9,863	$51	$137
EXCAVATION (DIRECT)	$67,188	$345	$933
EXCAVATION (MAJOR IMPROVEMENTS)	$300,169	$1,539	$4,169
RETAINING WALL (MAJOR IMPROVEMENTS)	$116,359	$597	$1,616
WATER (DIRECT)	$726,238	$3,724	$10,087
WATER (MAJOR IMPROVEMENTS)	$59,282	$304.01	$823.37
SANITARY SEWER (DIRECT)	$553,510	$2,839	$7,688
SANITARY SEWER (MAJOR IMPROVEMENTS)	$440,835	$2,261	$6,123
STORM SEWER (DIRECT)	$884,253	$4,535	$12,281
STORM SEWER (MAJOR IMPROVEMENTS)	$218,619	$1,121	$3,036
PAVING (DIRECT)	$1,851,218	$9,493	$25,711
PAVING (MAJOR IMPROVEMENTS)	$693,495	$3,556	$9,632
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT	$211,852	$1,086	$2,942
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR	$42,367	$217	$588
GRAND TOTAL	**$6,255,368**	**$32,079**	**$86,880**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3630	$ 5,445.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	20938	$ 26,172.50
INLET PROTECTION	$ 500.00	EA	48	$ 24,000.00
DISK & SEED	$ 325.00	ACRE	48	$ 15,600.00
ENGINEERING, PLATTING & STAKING (10%)				$ 7,121.75
MISCELLANEOUS ITEMS (2.5%)				$ 1,780.44
TOTAL				**$ 80,119.69**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	1955	$ 2,932.50
POST DEVELOPMENT EROSION CONTROL:				
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	3890	$ 5,835.00
ENGINEERING, PLATTING & STAKING (10%)				$ 876.75
MISCELLANEOUS ITEMS (2.5%)				$ 219.19
TOTAL				**$ 9,863.44**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	24	$ 14,040.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	21625	$ 43,682.50
ENGINEERING, PLATTING & STAKING (10%)				$ 5,972.25
MISCELLANEOUS ITEMS (2.5%)				$ 1,493.06
TOTAL				**$ 67,187.81**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	10.8	$ 6,318.00
ROSELAND EXCAVATION	$ 2.02	C.Y.	6545	$ 13,220.90
POND EXCAVATION (Pond #2)	$ 2.02	C.Y.	4700	$ 9,494.00
POND EXCAVATION (Pond #8 North)	$ 2.38	C.Y.	57842	$ 137,663.96
POND EXCAVATION (Pond #3 South)	$ 2.32	C.Y.	43155	$ 100,119.60
ENGINEERING, PLATTING & STAKING (10%)				$ 26,681.65
MISCELLANEOUS ITEMS (2.5%)				$ 6,670.41
TOTAL				**$ 300,168.52**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
3' WALL	$ 50.00	L.F.	1075	$ 53,750.00
10' WALL	$ 216.00	L.F.	230	$ 49,680.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,343.00
MISCELLANEOUS ITEMS (2.5%)				$ 2,585.75
TOTAL				**$ 116,358.75**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	10922	$ 267,589.00
6" GATE VALVE & BOX	$ 825.00	EA.	21	$ 17,325.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	40	$ 46,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	21	$ 71,610.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	193	$ 134,135.00
1" METER SETTERS	$ 390.00	EA.	193	$ 75,270.00
CONNECT TO EXISTING	$ 450.00	EA.	6	$ 2,700.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	3.0	$ 25,650.00
CEMENT STABILIZED SAND	$ 19.50	L.F.	18	$ 351.00
TESTING & CHLORINATION	$ 0.45	L.F.	10922	$ 4,914.90
ENGINEERING, PLATTING & STAKING (10%)				$ 64,554.49
MISCELLANEOUS ITEMS (2.5%)				$ 16,138.62
TOTAL				**$ 726,238.01**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1192	$ 29,204.00
6" GATE VALVE & BOX	$ 825.00	EA.	2	$ 1,650.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	7	$ 8,050.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	2	$ 6,820.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	0.7	$ 5,985.00
TESTING & CHLORINATION	$ 0.45	L.F.	1192	$ 536.40
ENGINEERING, PLATTING & STAKING (10%)				$ 5,269.54
MISCELLANEOUS ITEMS (2.5%)				$ 1,317.39
TOTAL				**$ 59,282.33**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" P.V.C. PIPE (SDR-35)	$ 20.50	L.F.	234	$ 4,797.00
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	7914	$ 207,742.50
4' DIAMETER MANHOLE	$ 5,100.00	EA.	28	$ 142,800.00
CLEAN-OUT	$ 775.00	EA.	1	$ 775.00
CONNECT TO EXISTING	$ 450.00	EA.	3	$ 1,350.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
4" SERVICE LINES	$ 618.00	EA.	194	$ 119,892.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	90	$ 3,690.00
TRENCH SAFETY	$ 0.10	L.F.	8148	$ 814.80
TESTING & T.V. INSPECTION	$ 1.00	L.F.	8148	$ 8,148.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,200.93
MISCELLANEOUS ITEMS (2.5%)				$ 12,300.23
TOTAL				**$ 553,510.46**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	80	$ 2,100.00
10" P.V.C. PIPE (SDR-35)	$ 34.50	L.F.	2592	$ 89,424.00
15" P.V.C. PIPE (SDR-26)	$ 103.50	L.F.	1160	$ 120,060.00
15" P.V.C. PIPE (SDR-35)	$ 50.50	LF	117	$ 5,908.50
16" STEEL ENCASEMENT (BY BORE)	$ 342.00	L.F.	45	$ 15,390.00
16" STEEL ENCASEMENT (BY OPEN CUT)	$ 95.00	L.F.	75	$ 7,125.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	11	$ 56,100.00
4' DIAMETER MANHOLE OVER EXISTING MAIN	$ 6,200.00	EA.	2	$ 12,400.00
4' DIAMTER MANHOLE W/ EXTRA DEPTH	$ 8,615.00	EA.	2	$ 17,230.00
4' DIAMETER MANHOLE OVER EXISTING 15" MAIN	$ 5,375.00	EA.	2	$ 10,750.00
ADJUST EXISTING MANHOLE RIM ELEVATION	$ 1,625.00	EA.	4	$ 6,500.00
CONNECT TO EXISTING MH	$ 2,000.00	EA.	1	$ 2,000.00
CONNECT TO EXISTING MH & PLUG EX. MH INVERT	$ 4,025.00	EA.	1	$ 4,025.00
REMOVE & DISPOSE EXISTING SAN. SWR.	$ 16.50	L.F.	1057	$ 17,440.50
REMOVE & DISPOSE EXISTING 15" SAN. SWR.	$ 22.80	LF	520	$ 11,856.00
REMOVE & DISPOSE EXISTING 8" SAN SWR	$ 21.25	LF	117	$ 2,486.25
REMOVE & DISPOSE EXISTING MH	$ 375.00	EA.	4	$ 1,500.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	54	$ 2,214.00
BYPASS PUMPING	$ 3,000.00	L.S.	1	$ 3,000.00
TRENCH SAFETY	$ 0.10	L.F.	3949	$ 394.90
TESTING & T.V. INSPECTION	$ 1.00	L.F.	3949	$ 3,949.00
ENGINEERING, PLATTING & STAKING (10%)				$ 39,185.32
MISCELLANEOUS ITEMS (2.5%)				$ 9,796.33
TOTAL				**$ 440,834.79**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1791	$ 85,072.50
18" R.C.P. (RUBBER GASKET)	$ 54.00	L.F.	11	$ 594.00
21" R.C.P.	$ 53.00	L.F.	805	$ 42,665.00
21" R.C.P. (RUBBER GASKET)	$ 59.00	L.F.	178	$ 10,502.00
24" R.C.P.	$ 61.00	L.F.	375	$ 22,875.00
27" R.C.P.	$ 66.00	L.F.	736	$ 48,576.00
30" R.C.P.	$ 75.00	L.F.	678	$ 50,850.00
33" R.C.P.	$ 87.00	L.F.	263	$ 22,881.00
36" R.C.P.	$ 98.00	L.F.	642	$ 62,916.00
42" R.C.P.	$ 130.00	L.F.	346	$ 44,980.00
48" R.C.P.	$ 154.00	L.F.	424	$ 65,296.00
48" R.C.P. (RUBBER GASKET)	$ 175.00	L.F.	6	$ 1,050.00
5'x4' R.C.B.	$ 247.00	L.F.	200	$ 49,400.00
10' CURB INLET	$ 3,925.00	EA.	47	$ 184,475.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	8	$ 42,400.00
5'x5' STORM SEWER MANHOLE	$ 7,700.00	EA.	3	$ 23,100.00
6'x6' STORM SEWER MANHOLE	$ 8,200.00	EA.	1	$ 8,200.00
21" TXDOT HDWL (SETP-PD)	$ 2,200.00	EA.	3	$ 6,600.00
27" TXDOT HDWL (SETP-PD)	$ 2,750.00	EA.	2	$ 5,500.00
5'x4' RCB TXDOT HDWL (SETB-PW)	$ 6,650.00	EA.	1	$ 6,650.00
REMOVE AND DISPOSE EXISTING WYE INLET	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	6455	$ 645.50
ENGINEERING, PLATTING & STAKING (10%)				$ 78,600.30
MISCELLANEOUS ITEMS (2.5%)				$ 19,650.08
TOTAL				**$ 884,253.38**

Opinion of Probable Cost

MUSTANG LAKES PHASE THREE B

City of Celina, Collin County, Texas

Construction Documents:09/07/2018

Total Lots: ***195*** *Total Acres:* ***72***

Prepared: ~~***02/16/18***~~ *Revised:* ***09/26/19***

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	299	$ 14,202.50
21" R.C.P.	$ 53.00	L.F.	23	$ 1,219.00
27" R.C.P.	$ 66.00	L.F.	345	$ 22,770.00
36" R.C.P.	$ 98.00	L.F.	129	$ 12,642.00
42" R.C.P.	$ 130.00	L.F.	96	$ 12,480.00
5'x1.5' R.C.B.	$ 300.00	L.F.	112	$ 33,600.00
7'x3' R.C.B.	$ 340.00	L.F.	55	$ 18,700.00
10' CURB INLET	$ 3,925.00	EA.	6	$ 23,550.00
4'X4' DROP INLET W/ APRON	$ 3,125.00	EA.	1	$ 3,125.00
7'x3' RCB TXDOT HDWL (PW)	$ 13,900.00	EA.	2	$ 27,800.00
2-5'x1.5' RCB TXDOT HDWL (FW-0)	$ 11,000.00	EA.	1	$ 11,000.00
36"/42" COMBO HDWL	$ 7,150.00	EA.	1	$ 7,150.00
REMOVE AND DISPOSE EXISTING HDWL	$ 775.00	EA.	2	$ 1,550.00
42" PLUG	$ 150.00	EA.	1	$ 150.00
ROCK-RIP-RAP	$ 76.50	S.Y.	56	$ 4,284.00
TRENCH SAFETY	$ 0.10	L.F.	1059	$ 105.90
ENGINEERING, PLATTING & STAKING (10%)				$ 19,432.84
MISCELLANEOUS ITEMS (2.5%)				$ 4,858.21
TOTAL				**$ 218,619.45**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	41800	$ 114,950.00
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	753	$ 112,950.00
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 33.05	S.Y.	39407	$ 1,302,401.35
SAWCUT CURB & GUTTER	$ 22.00	LF.	182	$ 4,004.00
4' SIDEWALK	$ 4.00	S.F.	13243	$ 52,972.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	22	$ 28,600.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	13	$ 19,890.00
STREET NAME BLADE	$ 305.00	EA.	32	$ 9,760.00
ENGINEERING, PLATTING & STAKING (10%)				$ 164,552.74
MISCELLANEOUS ITEMS (2.5%)				$ 41,138.18
TOTAL				**$ 1,851,218.27**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	11148	$ 30,657.00
HYDRATED LIME (41 LBS/SY)	$ 150.00	TON	229	$ 34,350.00
8" REINF. CONCRETE STREET PAVEMENT (37 B-B)	$ 41.75	S.Y.	4238	$ 176,936.50
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	6220	$ 252,532.00
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.Y.	313	$ 8,059.75
12" TYPE "B" ASPHALT BASE	$ 109.00	S.Y.	264	$ 28,776.00
2" TYPE "C" ASPHALT OVERLAY	$ 34.40	S.Y.	264	$ 9,081.60
BARRIER FREE RAMPS	$ 1,300.00	EA.	4	$ 5,200.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	699	$ 15,378.00
REMOVE & DISPOSE EXISTING CONCRETE	$ 12.00	S.Y.	495	$ 5,940.00
6' TRAIL	$ 5.00	S.F.	5760	$ 28,800.00
CONCRETE STREET HEADER	$ 15.00	LF	50	$ 750.00
ROAD BARRICADE	$ 38.00	LF	50	$ 1,900.00
REMOVE BARRICATE AND CONN. TO EXISTING	$ 20.00	LF	31	$ 620.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY)	$ 11,000.00	L.S.	1	$ 11,000.00
REMOVE EXISTING STRIPING (FM2478)	$ 300.00	L.S.	1	$ 300.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
RELOCATE EXISTING STOP SIGN & NAME BLADES	$ 2,200.00	EA.	1	$ 2,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 61,712.09
MISCELLANEOUS ITEMS (2.5%)				$ 14,661.60
TOTAL				**$ 693,494.53**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 2,350.00	L.S.	1	$ 2,350.00
ENGINEERING REVIEW FEE	$ 20,670.00	L.S.	1	$ 20,670.00
INSPECTION FEE (3%)	$ 120,456.60	L.S.	1	$ 120,456.60
WETLANDS REPORT	$ 1,950.00	L.S.	1	$ 1,950.00
ENVIRONMENTAL PHASE 1	$ 3,900.00	L.S.	1	$ 3,900.00
GEO-TECHNICAL REPORT	$ 5,850.00	L.S.	1	$ 5,850.00
MATERIAL TESTING	$ 250.00	LOT.	195	$ 48,750.00
SWPPP ADMINISTRATION	$ 2,925.00	L.S.	1	$ 2,925.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 211,851.60**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 42,366.93	L.S.	1	$ 42,366.93
TOTAL				**$ 42,366.93**

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ~~***03/25/20***~~ *Revised:* ***04/14/20***

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$62,205	$648	$1,736
EROSION CONTROL (MAJOR IMPROVEMENTS)	$11,936	$124	$333
EXCAVATION (DIRECT)	$85,809	$894	$2,395
EXCAVATION (MAJOR IMPROVEMENTS)	$16,223	$169	$453
RETAINING WALL (MAJOR IMPROVEMENTS)	$0	$0	$0
WATER (DIRECT)	$481,014	$5,011	$13,423
WATER (MAJOR IMPROVEMENTS)	$80,491	$838.45	$2,246.16
SANITARY SEWER (DIRECT)	$372,977	$3,885	$10,408
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0	$0
STORM SEWER (DIRECT)	$405,214	$4,221	$11,308
STORM SEWER (MAJOR IMPROVEMENTS)	$48,074	$501	$1,342
PAVING (DIRECT)	$1,220,267	$12,711	$34,052
PAVING (MAJOR IMPROVEMENTS)	$497,223	$5,179	$13,875
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$160,949	$1,677	$4,491
CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	$21,812	$227	$609
GRAND TOTAL	**$3,464,196**	**$36,085**	**$96,671**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	2000	$ 3,000.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	13715	$ 17,143.75
INLET PROTECTION	$ 500.00	EA	19	$ 9,500.00
DISK & SEED	$ 325.00	ACRE	42	$ 13,650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 5,529.38
MISCELLANEOUS ITEMS (2.5%)				$ 1,382.34
TOTAL				**$ 62,205.47**

NOTE:

1) THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

2) A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED. ASSUME LAKES WILL BE USED

EROSION CONTROL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	590	$ 885.00
8' ROLL OF CURLEX WITH SEED	$ 1.50	L.F.	5150	$ 7,725.00
INLET PROTECTION	$ 500.00	EA.	4	$ 2,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 1,061.00
MISCELLANEOUS ITEMS (2.5%)				$ 265.25
TOTAL				**$ 11,936.25**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	7.50	$ 4,388.60
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.02	C.Y.	33607	$ 67,886.14
ENGINEERING, PLATTING & STAKING (10%)				$ 7,627.47
MISCELLANEOUS ITEMS (2.5%)				$ 1,906.87
TOTAL				**$ 85,809.08**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	3.05	$ 1,783.18
CHURCHILL & OWNSBY EXCAVATION	$ 2.02	C.Y.	6256	$ 12,637.12
ENGINEERING, PLATTING & STAKING (10%)				$ 1,442.03
MISCELLANEOUS ITEMS (2.5%)				$ 360.51
TOTAL				**$ 16,222.83**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	6764	$ 165,718.00
6" GATE VALVE & BOX	$ 825.00	EA.	16	$ 13,200.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	30	$ 34,500.00
12" GATE VALVE & BOX ON EXISTING	$ 2,000.00	EA.	1	$ 2,000.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	14	$ 47,740.00
FH LEAD WITH CAP (NO FH ASSEMBLY AT THIS TIME)	$ 1,500.00	EA.	2	$ 3,000.00
1" SINGLE WATER SERVICE	$ 695.00	EA.	104	$ 72,280.00
1" SINGLE WATER SERVICE ON EXISTING 12" PVC	$ 950.00	EA.	7	$ 6,650.00
1" METER SETTERS	$ 390.00	EA.	96	$ 37,440.00
CONNECT TO EXISTING	$ 450.00	EA.	1	$ 450.00
CUT-IN 12" x 8" TEE ON EXISTING	$ 3,500.00	EA.	1	$ 3,500.00
CUT-IN 12" x 6" TEE ON EXISTING	$ 3,200.00	EA.	1	$ 3,200.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	4.0	$ 34,456.50
CEMENT STABILIZED SAND	$ 19.50	L.F.	20	$ 390.00
TESTING & CHLORINATION	$ 0.45	L.F.	6764	$ 3,043.80
ENGINEERING, PLATTING & STAKING (10%)				$ 42,756.83
MISCELLANEOUS ITEMS (2.5%)				$ 10,689.21
TOTAL				**$ 481,014.34**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 24.50	L.F.	1349	$ 33,050.50
6" GATE VALVE & BOX	$ 825.00	EA.	4	$ 3,300.00
8" GATE VALVE & BOX	$ 1,150.00	EA.	10	$ 11,500.00
FIRE HYDRANT W/ 6" LEAD	$ 3,410.00	EA.	4	$ 13,640.00
CONNECT TO EXISTING	$ 450.00	EA.	2	$ 900.00
MISCELLANEOUS FITTINGS	$ 8,550.00	TON	1.0	$ 8,550.00
TESTING & CHLORINATION	$ 0.45	L.F.	1349	$ 607.05
ENGINEERING, PLATTING & STAKING (10%)				$ 7,154.76
MISCELLANEOUS ITEMS (2.5%)				$ 1,788.69
TOTAL				**$ 80,490.99**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 26.25	L.F.	5504	$ 144,480.00
4' DIAMETER MANHOLE	$ 5,100.00	EA.	18	$ 91,800.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 3,000.00	EA.	2	$ 6,000.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 1,000.00	EA.	1	$ 1,000.00
CLEANOUT	$ 775.00	EA.	1	$ 775.00
4" SERVICE LINES	$ 618.00	EA.	107	$ 66,126.00
4" SERVICE LINES ON EXISTING 10" PVC	$ 800.00	EA.	4	$ 3,200.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 41.00	L.F.	100	$ 4,100.00
ADJUST MH RIM ELEVATION	$ 1,000.00	EA.	8	$ 8,000.00
TRENCH SAFETY	$ 0.10	L.F.	5504	$ 550.40
TESTING & T.V. INSPECTION	$ 1.00	L.F.	5504	$ 5,504.00
ENGINEERING, PLATTING & STAKING (10%)				$ 33,153.54
MISCELLANEOUS ITEMS (2.5%)				$ 8,288.39
TOTAL				**$ 372,977.33**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	1254	$ 59,565.00
21" R.C.P.	$ 53.00	L.F.	476	$ 25,228.00
24" R.C.P.	$ 61.00	L.F.	125	$ 7,625.00
27" R.C.P.	$ 66.00	L.F.	474	$ 31,284.00
30" R.C.P.	$ 75.00	L.F.	553	$ 41,475.00
33" R.C.P.	$ 87.00	L.F.	59	$ 5,133.00
36" R.C.P.	$ 98.00	L.F.	130	$ 12,740.00
36" R.C.P. (RUBBER GASKET)	$ 112.00	L.F.	44	$ 4,928.00
42" R.C.P.	$ 130.00	L.F.	198	$ 25,740.00
60" R.C.P.	$ 225.00	L.F.	126	$ 28,350.00
10' CURB INLET	$ 3,925.00	EA.	19	$ 74,575.00
4'x4' STORM SEWER MANHOLE	$ 5,300.00	EA.	4	$ 21,200.00
24" TXDOT HDWL (CH-FW-0)	$ 2,200.00	EA.	1	$ 2,200.00
36" TXDOT HDWL (SETP-PD)	$ 4,500.00	EA.	1	$ 4,500.00
60" TXDOT HDWL (SETP-PD)	$ 6,000.00	EA.	1	$ 6,000.00
ROCK RIP RAP	$ 50.00	S.Y.	72	$ 3,600.00
REMOVE HDWL AND CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
REMOVE & REPLACE PORTION OF EXISTING RETAINING WALL	$ 1,500.00	L.S.	1	$ 1,500.00
TRENCH SAFETY	$ 0.10	L.F.	3115	$ 311.50
TV INSPECTION	$ 1.25	L.F.	3115	$ 3,893.75
ENGINEERING, PLATTING & STAKING (10%)				$ 35,672.95
MISCELLANEOUS ITEMS (2.5%)				$ 8,918.24
TOTAL				**$ 405,214.44**

Opinion of Probable Cost

MUSTANG LAKES PHASE FIVE

City of Celina, Collin County, Texas

Construction Documents (Partial):03-06-2020

Total Lots: ***96*** *Total Acres:* ***35.835***

Prepared: ***03/25/20*** *Revised:*

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 47.50	L.F.	602	$ 28,595.00
10' CURB INLET	$ 3,925.00	EA.	3	$ 11,775.00
CONNECT TO EXISTING	$ 775.00	EA.	2	$ 1,550.00
TRENCH SAFETY	$ 0.10	L.F.	602	$ 60.20
TV INSPECTION	$ 1.25	L.F.	602	$ 752.50
ENGINEERING, PLATTING & STAKING (10%)				$ 4,273.27
MISCELLANEOUS ITEMS (2.5%)				$ 1,068.32
TOTAL				**$ 48,074.29**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	29,003	$ 79,758.25
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	522	$ 78,308.10
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	25,675	$ 848,558.75
CONCRETE STREET HEADER	$ 15.00	L.F.	174	$ 2,610.00
ROAD BARRICADE	$ 38.00	L.F.	174	$ 6,612.00
REMOVE ROAD BARRICADE	$ 750.00	EA.	2	$ 1,500.00
TEMPORARY CURB (AT TEMP TURNAROUNDS)	$ 22.00	L.F.	380	$ 8,360.00
5' SIDEWALK	$ 5.00	S.F.	2,835	$ 14,175.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	18	$ 23,400.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	10	$ 15,300.00
STREET NAME BLADE	$ 305.00	EA.	20	$ 6,100.00
ENGINEERING, PLATTING & STAKING (10%)				$ 108,468.21
MISCELLANEOUS ITEMS (2.5%)				$ 27,117.05
TOTAL				**$ 1,220,267.36**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 2.75	S.Y.	9654	$ 26,548.50
HYDRATED LIME (36 LBS/SY)	$ 150.00	TON	174	$ 26,065.80
8" REINF. CONCRETE STREET PAVEMENT (25 B-B)	$ 40.60	S.Y.	4308	$ 174,904.80
8" REINF. STAMPED CONCRETE STREET PAVEMENT	$ 25.75	S.F.	315	$ 8,111.25
MEDIAN NOSE STAMPED CONCRETE	$ 25.75	S.F.	333	$ 8,574.75
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 33.05	S.Y.	4717	$ 155,896.85
CONCRETE STREET HEADER	$ 15.00	L.F.	50	$ 750.00
ROAD BARRICADE	$ 38.00	L.F.	50	$ 1,900.00
BARRIER FREE RAMPS	$ 1,300.00	EA.	2	$ 2,600.00
SAWCUT CURB & GUTTER	$ 22.00	L.F.	517	$ 11,374.00
6' TRAIL	$ 5.50	S.F.	2400	$ 13,200.00
STRIPING, BUTTONING, ETC. (OWNSBY PKWY & CHURCHILL)	$ 8,000.00	L.S.	1	$ 8,000.00
TRAFFIC CONTROL DEVICES (SIGNS, BARRELS & BARRICADES)	$ 2,500.00	L.S.	1	$ 2,500.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,530.00	EA.	1	$ 1,530.00
STREET NAME BLADE	$ 305.00	EA.	2	$ 610.00
ENGINEERING, PLATTING & STAKING (10%)				$ 44,256.60
MISCELLANEOUS ITEMS (2.5%)				$ 10,400.44
TOTAL				**$ 497,222.98**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 99,178.94	L.S.	1	$ 99,178.94
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	96	$ 24,000.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 160,948.94**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
INSPECTION FEE (4%)	$ 21,811.89	L.S.	1	$ 21,811.89
TOTAL				**$ 21,811.89**

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$0	$0	$0
EXCAVATION (DIRECT)	$128,647	$501	$1,991
EXCAVATION (MAJOR IMPROVEMENTS)	$15,926	$61.97	$246.53
RETAINING WALL (MAJOR IMPROVEMENTS)	$135,000	$525.29	$2,089.78
WATER (DIRECT)	$929,716	$3,618	$14,392
WATER (MAJOR IMPROVEMENTS)	$72,668	$282.76	$1,124.90
SANITARY SEWER (DIRECT)	$882,344	$3,433	$13,659
SANITARY SEWER (MAJOR IMPROVEMENTS)	$42,094	$163.79	$651.60
STORM SEWER (DIRECT)	$675,593	$2,629	$10,458
STORM SEWER (MAJOR)	$154,547	$601.35	$2,392.36
PAVING (DIRECT)	$2,739,846	$10,661	$42,412
PAVING (MAJOR IMPROVEMENTS)	$560,126	$2,179.48	$8,670.68
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$344,297	$1,340	$5,330
GRAND TOTAL	**$6,680,804**	**$25,995**	**$103,418**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,000.00	ACRE	13.9	$ 27,800.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	3	$ 6,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.40	C.Y.	33,564	$ 80,552.52
ENGINEERING, PLATTING & STAKING (10%)				$ 11,435.25
MISCELLANEOUS ITEMS (2.5%)				$ 2,858.81
TOTAL				**$ 128,646.59**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	1.1	$ 643.50
BELMONT ROW EXCAVATION (IMPORT)	$ 5.60	C.Y.	1,300	$ 7,280.00
POND EXCAVATION	$ 2.40	C.Y.	2,656	$ 6,374.66
ENGINEERING, PLATTING & STAKING (10%)				$ 1,429.82
MISCELLANEOUS ITEMS (2.5%)				$ 198.09
TOTAL				**$ 15,926.06**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 120,000.00	LS.	1	$ 120,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,000.00
TOTAL				**$ 135,000.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	10828	$ 375,081.92
6" GATE VALVE & BOX	$ 910.00	EA.	25	$ 22,750.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	43	$ 58,695.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	1	$ 4,650.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	21	$ 78,225.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
1" SINGLE WATER SERVICE	$ 800.00	EA.	243	$ 194,400.00
1" SINGLE WATER SERVICE (FUTURE)	$ 800.00	EA.	15	$ 12,000.00
1" SINGLE WATER SERVICE (FOR LOOP)	$ 10.30	LF.	240	$ 2,472.00
1" SINGLE WATER SERVICE (ON EX. 8" WATER, BY BORE)	$ 2,400.00	EA.	6	$ 14,400.00
1" SINGLE WATER SERVICE (ON EX. 12" WATER)	$ 1,000.00	EA.	1	$ 1,000.00
CONNECT TO EXISTING	$ 450.00	EA.	11	$ 4,950.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	7.6	$ 38,009.00
CEMENT STABILIZED SAND	$ 22.00	L.F.	18.0	$ 396.00
TRACER WIRE TEST STATIONS	$ 215.00	EA.	42.0	$ 9,030.00
TESTING & CHLORINATION	$ 0.55	L.F.	10828	$ 5,955.40
ENGINEERING, PLATTING & STAKING (10%)				$ 82,641.43
MISCELLANEOUS ITEMS (2.5%)				$ 20,660.36
TOTAL				**$ 929,716.11**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.64	L.F.	938	$ 32,492.32
6" GATE VALVE & BOX	$ 910.00	EA.	2	$ 1,820.00
8" GATE VALVE & BOX	$ 1,365.00	EA.	5	$ 6,825.00
12" GATE VALVE & BOX ON EXISTING	$ 4,650.00	EA.	2	$ 9,300.00
FIRE HYDRANT W/ 6" LEAD	$ 3,725.00	EA.	2	$ 7,450.00
12" X 8" CUT IN TEE ON EXISTING	$ 4,400.00	EA.	1	$ 4,400.00
MISCELLANEOUS FITTINGS	$ 4,975.00	TON	0.4	$ 1,791.00
TESTING & CHLORINATION	$ 0.55	L.F.	938	$ 515.90
ENGINEERING, PLATTING & STAKING (10%)				$ 6,459.42
MISCELLANEOUS ITEMS (2.5%)				$ 1,614.86
TOTAL				**$ 72,668.50**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 30.80	L.F.	10893	$ 335,504.40
4' DIAMETER MANHOLE	$ 4,775.00	EA.	37	$ 176,675.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	37	$ 12,765.00
CONNECT TO EXISTING MH WITH OUTSIDE DROP	$ 2,925.00	EA.	3	$ 8,775.00
CONNECT TO EXISTING MH	$ 1,975.00	EA.	3	$ 5,925.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 450.00	EA.	2	$ 900.00
PLUG EX. MH	$ 450.00	EA.	2	$ 900.00
END & PLUG 8" SEWER	$ 50.00	EA.	6	$ 300.00
4" SERVICE LINES	$ 753.00	EA.	235	$ 176,955.00
4" SERVICE LINES (ON EX. 10" PVC)	$ 1,080.00	EA.	2	$ 2,160.00
4" SERVICE LINES (FUTURE)	$ 741.00	EA.	19	$ 14,079.00
4" SERVICE FROM EX. MH IN STREET	$ 3,100.00	EA.	2	$ 6,200.00
4" SERVICES TO BE REMOVED	$ 500.00	LF	7	$ 3,500.00
8" SEWER TO BE REMOVED	$ 15.50	LF	304	$ 4,712.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	218	$ 14,769.50
ADJUST MH RIM ELEVATION	$ 1,280.00	EA.	3	$ 3,840.00
REMOVE AND REPLACE CONCRETE PAVING	$ 195.00	SY	14	$ 2,730.00
TRENCH SAFETY	$ 0.10	L.F.	10893	$ 1,089.30
TESTING & T.V. INSPECTION	$ 1.15	L.F.	10893	$ 12,526.95
ENGINEERING, PLATTING & STAKING (10%)				$ 78,430.62
MISCELLANEOUS ITEMS (2.5%)				$ 19,607.65
TOTAL				**$ 882,344.42**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 36.91	L.F.	578	$ 21,333.98
4' DIAMETER MANHOLE	$ 4,775.00	EA.	3	$ 14,325.00
MANHOLE I & I BARRIERS	$ 345.00	EA.	3	$ 1,035.00
TRENCH SAFETY	$ 0.10	L.F.	578	$ 57.80
TESTING & T.V. INSPECTION	$ 1.15	L.F.	578	$ 664.70
ENGINEERING, PLATTING & STAKING (10%)				$ 3,741.65
MISCELLANEOUS ITEMS (2.5%)				$ 935.41
TOTAL				**$ 42,093.54**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	1069	$ 60,398.50
21" R.C.P.	$ 62.50	L.F.	734	$ 45,875.00
24" R.C.P.	$ 71.50	L.F.	962	$ 68,783.00
27" R.C.P.	$ 77.50	L.F.	199	$ 15,422.50
30" R.C.P.	$ 89.00	L.F.	388	$ 34,532.00
30" R.C.P. (RUBBER GASKETED)	$ 98.00	L.F.	71	$ 6,958.00
36" R.C.P.	$ 116.00	L.F.	709	$ 82,244.00
42" R.C.P.	$ 151.00	L.F.	483	$ 72,933.00
42" R.C.P. (RUBBER GASKETED)	$ 172.00	L.F.	52	$ 8,944.00
48" R.C.P. (RUBBER GASKETED)	$ 201.00	L.F.	71	$ 14,271.00
10' CURB INLET	$ 4,100.00	EA.	26	$ 106,600.00
12' CURB INLET	$ 4,475.00	EA.	2	$ 8,950.00
2-GRATE COMBO INLET	$ 5,475.00	EA.	2	$ 10,950.00
4'x4' STORM SEWER MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
5'x5' STORM SEWER MANHOLE	$ 6,875.00	EA.	1	$ 6,875.00
6'x6' STORM SEWER MANHOLE	$ 9,400.00	EA.	1	$ 9,400.00
21" TXDOT HDWL (SETP-CD)	$ 2,675.00	EA.	1	$ 2,675.00
24" TXDOT HDWL (CH-FW-0)	$ 2,900.00	EA.	1	$ 2,900.00
36" TXDOT HDWL (SETP-PD) (4:1)	$ 3,300.00	EA.	1	$ 3,300.00
36" TXDOT HDWL (SETP-PD) (8:1)	$ 3,800.00	EA.	1	$ 3,800.00
42" TXDOT HDWL (SETP-PD)	$ 4,900.00	EA.	1	$ 4,900.00
48" TXDOT HDWL (SETP-PD)	$ 5,450.00	EA.	1	$ 5,450.00
END & PLUG 21" R.C.P.	$ 55.00	EA.	1	$ 55.00
12" THICK GABION MATTRESS AT HDWL'S	$ 318.00	SY	26	$ 8,268.00
REMOVE EX. 42" RCP	$ 32.50	L.F.	55	$ 1,787.50
REMOVE EXISTING HEADWALL	$ 450.00	EA.	1	$ 450.00
REMOVE HEADWALL & CONN TO EXISTING	$ 775.00	EA.	1	$ 775.00
TRENCH SAFETY	$ 0.10	L.F.	4738	$ 473.80
TV INSPECTION	$ 1.50	L.F.	4738	$ 7,107.00
ENGINEERING, PLATTING & STAKING (10%)				$ 60,052.73
MISCELLANEOUS ITEMS (2.5%)				$ 15,013.18
TOTAL				**$ 675,593.21**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 56.50	L.F.	36	$ 2,034.00
24" R.C.P.	$ 62.50	L.F.	107	$ 6,687.50
27" R.C.P.	$ 77.50	L.F.	110	$ 8,525.00
30" R.C.P.	$ 89.00	L.F.	80	$ 7,120.00
6' X 3' R.C.B.	$ 379.00	L.F.	76	$ 28,804.00
10' CURB INLET	$ 4,100.00	EA.	2	$ 8,200.00
4'X4' STORM MANHOLE	$ 5,450.00	EA.	1	$ 5,450.00
30" TXDOT HDWL (SETP-PD)	$ 3,000.00	EA.	1	$ 3,000.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "SWO"	$ 5,450.00	EA.	1	$ 5,450.00
6' X 3' RCB TXDOT HDWL (SETB-PD) TYPE "PW"	$ 5,800.00	EA.	1	$ 5,800.00
12" THICK GABION MATTRESS AT POND SPILLWAY	$ 318.00	SY	175	$ 55,650.00
TRENCH SAFETY	$ 0.10	L.F.	409	$ 40.90
TV INSPECTION	$ 1.50	L.F.	409	$ 613.50
ENGINEERING, PLATTING & STAKING (10%)				$ 13,737.49
MISCELLANEOUS ITEMS (2.5%)				$ 3,434.37
TOTAL				**$ 154,546.76**

Opinion of Probable Cost

MUSTANG LAKES PHASE SIX DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 257 *Total Acres: 64.6*

Prepared: 8/19/2020 *Revised:*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	48,593	$ 187,083.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	875	$ 147,000.00
6" REINF. CONCRETE STREET PAVEMENT (25' B-B)	$ 39.85	S.Y.	9,046	$ 360,483.10
6" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 39.85	S.Y.	12,114	$ 482,742.90
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	15,777	$ 628,713.45
7" REINF. CONCRETE ALLEY (12')	$ 58.90	S.Y.	3,841	$ 226,234.90
6" REINF. CONCRETE STREET PAVEMENT - HAND POUR	$ 64.55	SY	670	$ 43,248.50
TEMP STREET PAVEMENT (24' WIDE)	$ 72.70	S.Y.	811	$ 58,959.70
CONCRETE STREET HEADER	$ 20.00	L.F.	116	$ 2,320.00
ROAD BARRICADE	$ 35.00	L.F.	150	$ 5,250.00
BARRIER FREE RAMPS	$ 2,000.00	EA.	26	$ 52,000.00
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	13	$ 13,000.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	302	$ 7,550.00
SAWCUT & REMOVE EX. PAVEMENT	$ 12.00	S.Y.	195	$ 2,340.00
6' SIDEWALK	$ 5.75	S.F.	4,050	$ 23,287.50
5' SIDEWALK	$ 5.75	S.F.	24,045	$ 138,258.75
4' SIDEWALK	$ 5.75	S.F.	5,156	$ 29,647.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,200.00	EA.	13	$ 15,600.00
STREET NAME BLADE	$ 325.00	EA.	36	$ 11,700.00
ENGINEERING, PLATTING & STAKING (10%)				$ 243,541.89
MISCELLANEOUS ITEMS (2.5%)				$ 60,885.47
TOTAL				**$ 2,739,846.21**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.85	S.Y.	3,593	$ 13,833.05
HYDRATED LIME (36 LBS/SY)	$ 168.00	TON	65	$ 10,865.23
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 39.85	S.Y.	3,169	$ 126,284.65
12" TYPE "B" ASPHALT BASE	$ 92.80	S.Y.	1,598	$ 148,294.40
2" TYPE "D" ASPHALT OVERLAY	$ 23.15	S.Y.	3,934	$ 91,072.10
FM 2478 EXCAVATION	$ 15,000.00	LS.	1	$ 15,000.00
SAWCUT EXISTING ASPHALT PAVEMENT	$ 5.25	LF.	1,884	$ 9,891.00
REMOVE EXISTING PAVEMENT	$ 1.75	S.F.	338	$ 591.50
9' SIDEWALK	$ 8.00	S.F.	1,530	$ 12,240.00
6' SIDEWALK	$ 5.75	S.F.	6,132	$ 35,259.00
5' SIDEWALK	$ 5.75	S.F.	260	$ 1,495.00
4' SIDEWALK	$ 5.75	S.F.	1,844	$ 10,603.00
TRAFFIC CONTROL	$ 12,000.00	L.S.	1	$ 12,000.00
4" YELLOW PAVEMENT MARKING	$ 2.65	LF.	1,487	$ 3,940.55
4" WHITE PAVEMENT MARKING	$ 1.35	LF.	2,461	$ 3,322.35
LEFT TURN ARROW PAVEMENT MARKING	$ 300.00	EA.	2	$ 600.00
"ONLY" PAVEMENT MARKING	$ 350.00	EA.	2	$ 700.00
24" WHITE STOP BAR PAVEMENT MARKING	$ 17.00	LF.	15	$ 255.00
STOP SIGN AND POLE 36"X36" (BRANDON INDUSTRIES)	$ 1,300.00	EA.	1	$ 1,300.00
STREET NAME BLADE	$ 325.00	EA.	2	$ 650.00
ENGINEERING, PLATTING & STAKING (10%)				$ 49,819.68
MISCELLANEOUS ITEMS (2.5%)				$ 12,109.09
TOTAL				**$ 560,125.61**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 242,277.37	L.S.	1	$ 242,277.37
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	257	$ 64,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 344,297.37**

MUSTANG LAKES PHASE SEVEN - DIRECT & MI SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE SEVEN	106.751	171	$8,448,877	$49,409	$79,146
CATEGORY TOTALS	**106.751**	**171**	**$8,448,877**	**$49,409**	**$79,146**

GENERAL NOTES:

- 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.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN THE PAST COUPLE YEARS, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ECT
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY

MUSTANG LAKES PHASE SEVEN DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$0	$0	$0
EXCAVATION (DIRECT)	$497,832	$2,911	$4,663
EXCAVATION (MAJOR IMPROVEMENTS)	$214,299	$1,253.21	$2,007.46
RETAINING WALL (MAJOR IMPROVEMENTS)	$663,536	$3,880.33	$6,215.74
WATER (DIRECT)	$1,138,466	$6,658	$10,665
WATER (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
SANITARY SEWER (DIRECT)	$879,025	$5,140	$8,234
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
STORM SEWER (DIRECT)	$1,017,931	$5,953	$9,536
STORM SEWER (DIRECT)	$168,750	$986.84	$1,580.78
PAVING (DIRECT)	$3,548,425	$20,751	$33,240
PAVING (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$320,612	$1,875	$3,003
GRAND TOTAL	**$8,448,877**	**$49,409**	**$79,146**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,675.00	ACRE	15.1	$ 40,443.33
CONSTRUCTION ENTRANCE	$ 3,200.00	EA.	7	$ 22,400.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 6.13	C.Y.	61,937	$ 379,673.81
ENGINEERING, PLATTING & STAKING (10%)				$ 44,251.71
MISCELLANEOUS ITEMS (2.5%)				$ 11,062.93
TOTAL				**$ 497,831.78**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,675.00	ACRE	1.1	$ 2,942.50
POND EXCAVATION	$ 6.13	C.Y.	31,290	$ 191,807.70
ENGINEERING, PLATTING & STAKING (10%)				$ 19,475.02
MISCELLANEOUS ITEMS (2.5%)				$ 73.56
TOTAL				**$ 214,298.78**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 589,810.00	LS.	1	$ 589,810.00
ENGINEERING, PLATTING & STAKING (10%)				$ 58,981.00
MISCELLANEOUS ITEMS (2.5%)				$ 14,745.25
TOTAL				**$ 663,536.25**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 51.50	L.F.	10083	$ 519,274.50
6" GATE VALVE & BOX	$ 1,460.00	EA.	21	$ 30,660.00
8" GATE VALVE & BOX	$ 2,250.00	EA.	27	$ 60,750.00
FIRE HYDRANT W/ 6" LEAD	$ 5,840.00	EA.	21	$ 122,640.00
12" X 8" CUT IN TEE ON EXISTING	$ 9,575.00	EA.	3	$ 28,725.00
C & I FITINGS	$ 6,075.00	TON	5.59	$ 33,959.25
AUTO FLUSH VALVE	$ 10,000.00	EA.	2	$ 20,000.00
1" SINGLE WATER SERVICE	$ 920.00	EA.	155	$ 142,600.00
1" SINGLE WATER SERVICE (FUTURE)	$ 910.00	EA.	6	$ 5,460.00
1" SINGLE WATER SERVICE (ON EX. 8" WATER, BY BORE)	$ 4,125.00	EA.	2	$ 8,250.00
CONNECT TO EXISTING	$ 550.00	EA.	11	$ 6,050.00
16" DIA. STEEL ENCASEMENT BY BORE	$ 466.00	LF.	43	$ 20,038.00
CEMENT STABILIZED SAND	$ 36.50	L.F.	20.0	$ 730.00
TRACER WIRE TEST STATIONS	$ 125.00	EA.	22.0	$ 2,750.00
TESTING & CHLORINATION	$ 1.00	L.F.	10083	$ 10,083.00
ENGINEERING, PLATTING & STAKING (10%)				$ 101,196.98
MISCELLANEOUS ITEMS (2.5%)				$ 25,299.24
TOTAL				**$ 1,138,465.97**
			BUDGET	**$ 1,037,268.99**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 39.35	L.F.	6521	$ 256,601.35
8" P.V.C. PIPE (SDR-26)	$ 53.25		734	$ 39,085.50
END AND PLUG 8' SEWER	$ 75.00		1	$ 75.00
4' DIAMETER MANHOLE	$ 5,175.00	EA.	27	$ 139,725.00
MANHOLE I & I BARRIERS	$ 420.00	EA.	31	$ 13,020.00
4' DIAMETER MANHOLE OVER EX. LINE W/ CONC PVMT REPLAC	$ 5,950.00	EA.	5	$ 29,750.00
DROP CONNECT TO EXISTING MANHOLE	$ 10,500.00		1	$ 10,500.00
CONNECT TO EXISTING MH	$ 2,200.00	EA.	2	$ 4,400.00
ADJUST MH RIM ELEVATION	$ 550.00		1	$ 550.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 550.00	EA.	4	$ 2,200.00
16" STEEL ENCASEMENT PIPE BY OPEN CUT	$ 227.00	EA.	161	$ 36,547.00
16" BY BORE	$ 468.00		137	$ 64,116.00
REMOVE MANHOLE & 159 LF PIPE	$ 800.00	LS.	1	$ 800.00
REMOVE EX 8" SEWER	$ 18.00		43	$ 774.00
REMOVE EX 6" SEWER	$ 18.00		116	$ 2,088.00
REMOVE 4" SERVICE LINE & PLUG	$ 575.00	LS.	2	$ 1,150.00
4" SERVICE LINES	$ 945.00	EA.	127	$ 120,015.00
LOCATE & EXTEND 4" SERVICE LINES	$ 660.00	EA.	5	$ 3,300.00
4" SERVICE LINES (ON EX. 10" PVC)	$ 1,150.00	EA.	5	$ 5,750.00
4" SERVICE OFF 8" ALYSHEBA	$ 1,255.00		1	$ 1,255.00
4' SERVICE OFF 12"	$ 1,200.00		11	$ 13,200.00
4' SERVICE OFF 15"	$ 1,400.00		2	$ 2,800.00
4" SERVICE LINES ON EX. 8" PVC W/ CONC PVMT REPLACEMEN	$ 3,400.00	EA.	2	$ 6,800.00
REMOVE AND REPLACE CONCRETE	$ 175.00		37	$ 6,475.00
TRAFFIC CONTROL	$ 1,500.00		2	$ 3,000.00
LOCATE/VERIFY EX. SERVICE LINE	$ -	EA.	0	$ -
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 120.00	L.F.	36	$ 4,320.00
TRENCH SAFETY	$ 0.10	L.F.	7255	$ 725.50
TESTING & T.V. INSPECTION	$ 1.70	L.F.	7255	$ 12,333.50
ENGINEERING, PLATTING & STAKING (10%)				$ 78,135.59
MISCELLANEOUS ITEMS (2.5%)				$ 19,533.90
TOTAL				**$ 879,025.33**
			BUDGET	**$ 800,889.75**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 63.75	L.F.	436	$ 27,795.00
18" R.C.P. GASKET	$ 72.00	L.F.	80	$ 5,760.00
21" R.C.P.	$ 69.50	L.F.	293	$ 20,363.50
21" R.C.P. GASKET	$ 81.50	L.F.	84	$ 6,846.00
24" R.C.P.	$ 79.50	L.F.	1393	$ 110,743.50
24" R.C.P. GASKET	$ 64.00	L.F.	64	$ 4,096.00
30" R.C.P.	$ 98.00	L.F.	752	$ 73,696.00
30" R.C.P. GASKET	$ 108.00	L.F.	283	$ 30,564.00
36" R.C.P. GASKET	$ 152.50	L.F.	379	$ 57,797.50
42" R.C.P. GASKET	$ 193.00	L.F.	66	$ 12,738.00
10' CURB INLET	$ 5,350.00	EA.	20	$ 107,000.00
10' CURB INLET W/ DEBRIS SEPERATOR	$ 13,950.00	EA.	3	$ 41,850.00
15' CURB INLET	$ 7,050.00	EA.	9	$ 63,450.00
15' CURB INLET W/ DEBRIS SEPERATOR	$ 19,550.00	EA.	1	$ 19,550.00
4'x4' STORM SEWER MANHOLE	$ 6,750.00	EA.	8	$ 54,000.00
5' X 5' MH	$ 9,425.00	EA.	1	$ 9,425.00
21" TXDOT HDWL (CH-FW-0)	$ 8,300.00	EA.	1	$ 8,300.00
30" TXDOT HDWL (SETP-PD)	$ 4,500.00	EA.	2	$ 9,000.00
36" TXDOT HDWL (SETP-PD)	$ 6,050.00	EA.	1	$ 6,050.00
42" TXDOT HDWL	$ 6,500.00	EA.	1	$ 6,500.00
GROUTED ROCK RIP RAP W/ FILTER FABRIC	$ 45.00	SY	30	$ 1,350.00
5' X 10' GABION BASKET 12"	$ 2,825.00		1	$ 2,825.00
10' X 10' GABION BASKET 12"	$ 5,050.00		2	$ 10,100.00
DEBRIS SEPERATOR MAIN LINE	$ 39,800.00		5	$ 199,000.00
PUMP DOWN PONDS	$ 2,450.00		2	$ 4,900.00
REMOVE EXISTING DROP INLET	$ 550.00		1	$ 550.00
REMOVE HEADWALL & CONN TO EXISTING	$ 650.00	EA.	2	$ 1,300.00
REMOVE PLUG & CONNECT TO EX. RCP	$ 525.00		6	$ 3,150.00
TRENCH SAFETY	$ 0.10	L.F.	3830	$ 383.00
TV INSPECTION	$ 1.50	L.F.	3830	$ 5,745.00
ENGINEERING, PLATTING & STAKING (10%)				$ 90,482.75
MISCELLANEOUS ITEMS (2.5%)				$ 22,620.69
TOTAL				**$ 1,017,930.94**
			BUDGET	**$ 1,081,198.19**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
DETENTION POND & OUTFALL	$ 150,000.00	L.S.	1	$ 150,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 15,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,750.00
TOTAL				**$ 168,750.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE SEVEN DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 171 *Total Acres: 106.751*

Prepared: 10/13/2021 *Revised:*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 3.95	S.Y.	46,961	$ 185,495.95
HYDRATED LIME (36 LBS/SY)	$ 230.00	TON	845	$ 194,396.00
6" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 53.10	S.Y.	23,746	$ 1,260,912.60
6" REINF. CONCRETE STREET PAVEMENT (31 B-B)	$ 53.10	S.Y.	18,219	$ 967,428.90
6" CONCRETE CURB & GUTTER	$ 31.00	L.F.	148	$ 4,588.00
STREET HEADER	$ 25.00	L.F.	30	$ 750.00
END OF ROAD BARRICADE	$ 38.00	L.F.	30	$ 1,140.00
REMOVE END OF ROAD BARRICADE	$ 600.00	L.F.	5	$ 3,000.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	540	$ 13,500.00
SAWCUT AND REMOVE EXISTING PAVEMENT	$ 13.00		592	$ 7,696.00
6' SIDEWALK	$ 45.00	L.F.	7,563	$ 340,335.00
5' SIDEWALK	$ 37.50	L.F.	1,973	$ 73,987.50
8' SIDEWALK	$ 72.00	L.F.	88	$ 6,336.00
BARRIER FREE RAMPS	$ 2,800.00	EA.	25	$ 70,000.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,110.00	EA.	10	$ 11,100.00
STREET NAME BLADE	$ 355.00	EA.	38	$ 13,490.00
ENGINEERING, PLATTING & STAKING (10%)				$ 315,415.60
MISCELLANEOUS ITEMS (2.5%)				$ 78,853.90
TOTAL				**$ 3,548,425.44**
			BUDGET	**$ 3,233,009.85**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 240,092.36	L.S.	1	$ 240,092.36
WETLANDS REPORT	$ 2,500.00	L.S.	1	$ 2,500.00
ENVIRONMENTAL PHASE 1	$ 5,500.00	L.S.	1	$ 5,500.00
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING	$ 250.00	LOT.	171	$ 42,750.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 320,612.36**

MUSTANG LAKES PHASE EIGHT DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 277 *Total Acres: 103.3*

Prepared: 9/26/2023 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$0	$0	$0
EXCAVATION (DIRECT)	$325,946	$1,177	$3,155
EXCAVATION (MAJOR IMPROVEMENTS)	$142,097	$512.99	$1,375.58
RETAINING WALL (MAJOR IMPROVEMENTS)	$450,000	$1,624.55	$4,356.24
WATER (DIRECT)	$1,559,651	$5,631	$15,098
WATER (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
SANITARY SEWER (DIRECT)	$1,570,362	$5,669	$15,202
SANITARY SEWER (MAJOR IMPROVEMENTS)	$0	$0.00	$0.00
STORM SEWER (DIRECT)	$1,457,389	$5,261	$14,108
STORM SEWER (DIRECT)	$168,750	$609.21	$1,633.59
PAVING (DIRECT)	$3,326,530	$12,009	$32,203
PAVING (MAJOR IMPROVEMENTS)	$869,931	$3,140.55	$8,421.40
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$906,031	$3,271	$8,771
GRAND TOTAL	**$10,776,687**	**$38,905**	**$104,324**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 277 *Total Acres: 103.3*

Prepared: 9/26/2023 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 2,000.00	ACRE	15.6	$ 31,200.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	7	$ 14,000.00
STREET & RIGHT-OF-WAY EXCAVATION	$ 2.65	C.Y.	66,666	$ 176,664.90
SURCHARGE - HAUL TO STOCKPILE	$ 2.45	C.Y.	27,700	$ 67,865.00
ENGINEERING, PLATTING & STAKING (10%)				$ 28,972.99
MISCELLANEOUS ITEMS (2.5%)				$ 7,243.25
TOTAL				**$ 325,946.14**

EXCAVATION (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 585.00	ACRE	1.5	$ 877.50
POND EXCAVATION	$ 2.65	C.Y.	23,720	$ 62,858.00
SURCHARGE - HAUL TO STOCKPILE	$ 2.45	C.Y.	25,540	$ 62,573.00
ENGINEERING, PLATTING & STAKING (10%)				$ 12,630.85
MISCELLANEOUS ITEMS (2.5%)				$ 3,157.71
TOTAL				**$ 142,097.06**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 400,000.00	LS.	1	$ 400,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 40,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 10,000.00
TOTAL				**$ 450,000.00**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 53.50	L.F.	12057	$ 645,049.50
6" GATE VALVE & BOX	$ 1,700.00	EA.	23	$ 39,100.00
8" GATE VALVE & BOX	$ 2,450.00	EA.	35	$ 85,750.00
FIRE HYDRANT ASSEMBLY W/ 6" LEAD	$ 6,000.00	EA.	23	$ 138,000.00
2" AUTOMATIC FLUSHING VALVE & BOX	$ 12,000.00	EA.	4	$ 48,000.00
REMOVE PLUG & CONNECT TO EX. 8" WATER	$ 500.00	EA.	9	$ 4,500.00
MISCELLANEOUS FITTINGS	$ 5,000.00	TON	6.90	$ 34,500.00
10" X 8" TAPPING SLEEVE	$ 7,500.00	EA.	1	$ 7,500.00
12" x 8" TAPPING SLEEVE	$ 15,000.00	EA.	2	$ 30,000.00
2" IRRIGATION SERVICE	$ -	EA.	2	$ -
1" DOMESTIC SERVICE	$ 1,150.00	EA.	228	$ 262,200.00
1" DOMESTIC SERVICE ON EX. LINE	$ 1,350.00	EA.	30	$ 40,500.00
REMOVE 1" DOMESTIC WATER SERVICE	$ 150.00	LF.	240	$ 36,000.00
REMOVE 8" WATERLINE	$ 100.00	LF.	7	$ 700.00
TRACER WIRE TEST STATIONS	$ 100.00	EA.	25.0	$ 2,500.00
TESTING & CHLORINATION	$ 1.00	L.F.	12057	$ 12,057.00
ENGINEERING, PLATTING & STAKING (10%)				$ 138,635.65
MISCELLANEOUS ITEMS (2.5%)				$ 34,658.91
TOTAL				**$ 1,559,651.06**

WATER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 277 *Total Acres: 103.3*

Prepared: 9/26/2023 *Revised:*

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. (SDR-35)	$ 45.00	L.F.	10343	$ 465,435.00
8" P.V.C. (SDR-26)	$ 55.00	L.F.	1058	$ 58,190.00
4' DIAMETER MANHOLE	$ 7,000.00	EA.	45	$ 315,000.00
5' DIA DROP MANHOLE	$ 12,000.00	EA.	5	$ 60,000.00
BUILD 4' DIA MANHOLE OVER EX. 8" SANITARY SEWER LINE	$ 8,000.00	EA.	2	$ 16,000.00
BUILD 5' DIA MANHOLE OVER EX. 8" SANITARY SEWER LINE	$ 15,000.00	EA.	1	$ 15,000.00
8" CLEAN-OUT	$ 5,000.00	EA.	10	$ 50,000.00
REMOVE PLUG & CONNECT TO EXISTING MANHOLE	$ 2,000.00	EA.	1	$ 2,000.00
REMOVE PLUG & CONNECT TO EXISTING SEWER LINE	$ 1,000.00	EA.	4	$ 4,000.00
4" SANITARY SEWER SERVICE	$ 1,200.00	EA.	215	$ 258,000.00
4" SANITARY SEWER SERVICE ON EXIST. LINE	$ 15,000.00	EA.	7	$ 105,000.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 80.00	L.F.	45	$ 3,600.00
MANHOLE I & I BARRIERS	$ 400.00	EA.	45	$ 18,000.00
TRENCH SAFETY	$ 0.25	L.F.	11401	$ 2,850.25
TESTING & T.V. INSPECTION	$ 2.00	L.F.	11401	$ 22,802.00
ENGINEERING, PLATTING & STAKING (10%)				$ 139,587.73
MISCELLANEOUS ITEMS (2.5%)				$ 34,896.93
TOTAL				**$ 1,570,361.91**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
TOTAL				**$ -**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 277 *Total Acres: 103.3*

Prepared: 9/26/2023 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P.	$ 73.00	L.F.	1163	$ 84,899
21" R.C.P.	$ 79.50	L.F.	1814	$ 144,213
24" R.C.P.	$ 92.00	L.F.	563	$ 51,796
27" R.C.P.	$ 105.00	L.F.	827	$ 86,835
30" R.C.P.	$ 118.00	L.F.	283	$ 33,394
33" R.C.P.	$ 134.00	L.F.	102	$ 13,668
36" R.C.P.	$ 150.00	L.F.	527	$ 79,050
42" R.C.P.	$ 182.00	L.F.	1071	$ 194,922
48" R.C.P.	$ 214.00	L.F.	267	$ 57,138
54" R.C.P.	$ 246.00	L.F.	50	$ 12,300
10' CURB INLET	$ 6,975.00	EA.	30	$ 209,250
15' CURB INLET	$ 8,500.00	EA.	1	$ 8,500
10' RECESSED CURB INLET	$ 7,500.00	EA	1	$ 7,500
15' RECESSED CURB INLET	$ 9,500.00	EA	1	$ 9,500
4'x4' JUNCTION BOX	$ 8,500.00	EA.	5	$ 42,500
5' X 5' JUNCTION BOX	$ 9,750.00	EA.	1	$ 9,750
6' X 6' JUNCTION BOX	$ 11,000.00	EA.	2	$ 22,000
DEBRIS SEPARATOR	$ 41,900.00	EA.	3	$ 125,700
10' CURB INLET WITH DEBRIS SEPARATOR	$ 15,000.00	EA	4	$ 60,000
21" TXDOT SETP-PD HEADWALL (NO PIPE RUNNERS)	$ 3,000.00	EA	3	$ 9,000
24" TXDOT SETP-PD HEADWALL (NO PIPE RUNNERS)	$ 3,125.00	EA	1	$ 3,125
27" TXDOT SETP-PD HEADWALL (NO PIPE RUNNERS)	$ 3,250.00	EA	1	$ 3,250
48" TXDOT SETP-PD HEADWALL (NO PIPE RUNNERS)	$ 4,000.00	EA	1	$ 4,000
54" TXDOT HDWL (SETP-PD)	$ 4,500.00	EA.	1	$ 4,500
CONNECT TO EXISTING PIPE	$ 1,000.00	EA	1	$ 1,000
REMOVE EXISTING 21" HEADWALL & 15 LF OF EXIST. 21" RCP	$ 1,500.00	EA.	1	$ 1,500
REMOVE EXISTING 36" HEADWALL	$ 1,500.00	EA	1	$ 1,500
REMOVE EXISTING 42" HEADWALL	$ 1,500.00	EA	1	$ 1,500
REMOVE EXISTING 5' X 5' WYE INLET	$ 1,500.00	EA	1	$ 1,500
TRENCH SAFETY	$ 0.25	L.F.	6667	$ 1,667
TV INSPECTION	$ 1.50	L.F.	6667	$ 10,001
ENGINEERING, PLATTING & STAKING (10%)				$ 129,546
MISCELLANEOUS ITEMS (2.5%)				$ 32,386
TOTAL				**$ 1,457,389**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
DETENTION POND & OUTFALL	$ 150,000.00	L.S.	1	$ 150,000.00
ENGINEERING, PLATTING & STAKING (10%)				$ 15,000.00
MISCELLANEOUS ITEMS (2.5%)				$ 3,750.00
TOTAL				**$ 168,750.00**

Opinion of Probable Cost

MUSTANG LAKES PHASE EIGHT DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 277 *Total Acres: 103.3*

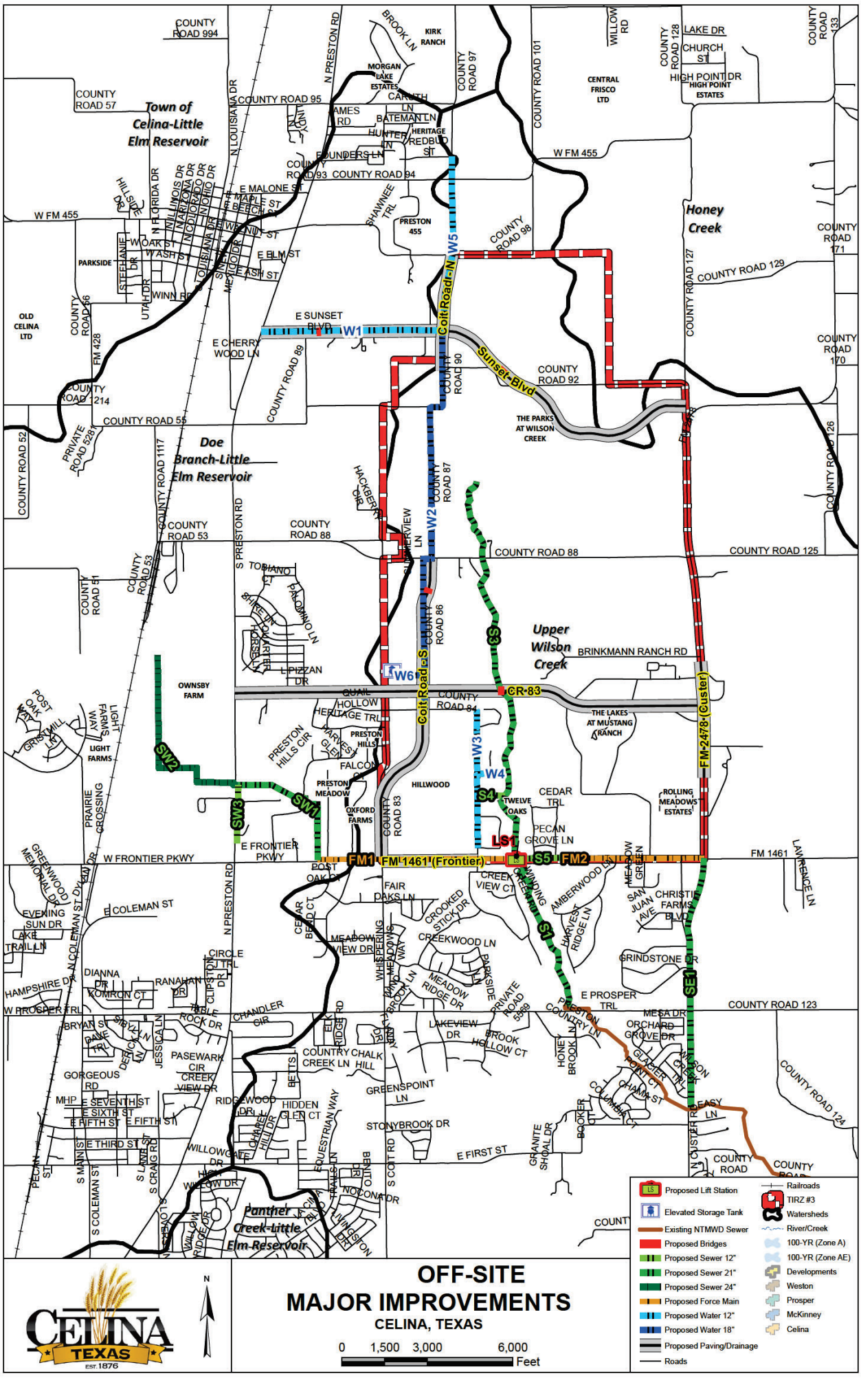
Prepared: 9/26/2023 *Revised:*

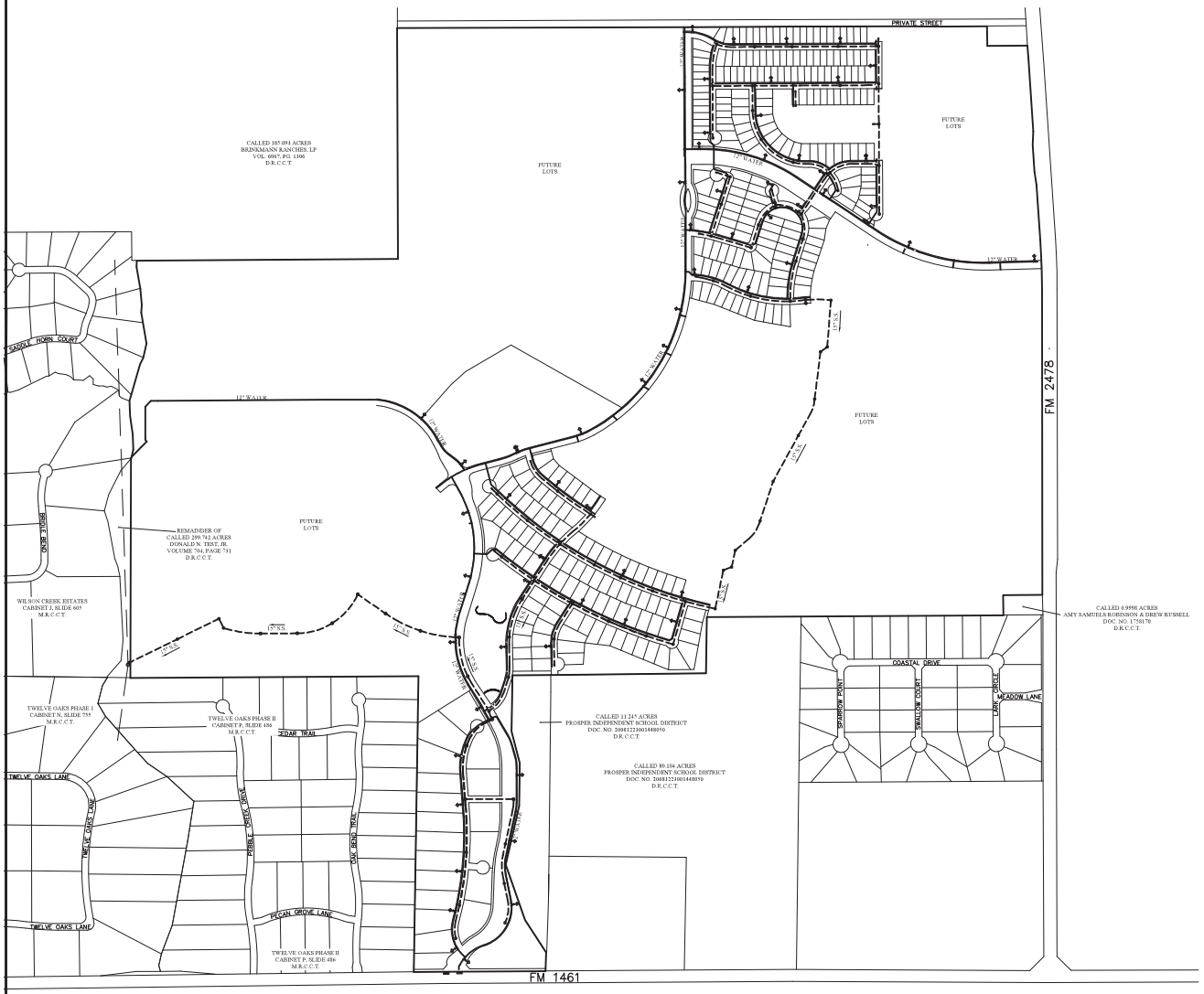
PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 4.00	S.Y.	50,443	$ 201,772.00
HYDRATED LIME (36 LBS/SY)	$ 335.00	TON	907	$ 303,845.00
7" REINF. CONCRETE STREET PAVEMENT (24' F-F)	$ 51.00	S.Y.	5,020	$ 256,020.00
7" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 51.00	S.Y.	34,280	$ 1,748,280.00
REMOVE ROAD BARRICADE	$ 800.00	EA.	4	$ 3,200.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	412	$ 10,300.00
BARRIER FREE RAMPS	$ 3,000.00	EA.	27	$ 81,000.00
5' SIDEWALK	$ 7.70	S.F.	32,305	$ 248,748.50
6' SIDEWALK	$ 7.70	S.F.	2,850	$ 21,945.00
REMOVE EXISTING 6' SIDEWALK	$ 5.00	L.F.	186	$ 930.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,900.00	EA.	16	$ 30,400.00
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 500.00	EA.	51	$ 25,500.00
NO OUTLET PLACARD	$ 275.00	EA.	9	$ 2,475.00
4" WHITE PAVEMENT MARKING	$ 20.00	L.F.	1,050	$ 21,000.00
PAVEMENT MARKING (LEFT TURN ARROW)	$ 750.00	EA.	1	$ 750.00
PAVEMENT MARKING (ONLY)	$ 750.00	EA.	1	$ 750.00
ENGINEERING, PLATTING & STAKING (10%)				$ 295,691.55
MISCELLANEOUS ITEMS (2.5%)				$ 73,922.89
TOTAL				**$ 3,326,529.94**

PAVING (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" LIME TREATED SUBGRADE	$ 74.00	S.Y.	4,687	$ 346,838.00
HYDRATED LIME (36 LBS/SY)	$ 335.00	TON	85	$ 28,475.00
9" REINF. CONCRETE STREET PAVEMENT (25' B-B)	$ 75.00	S.Y.	4,040	$ 303,000.00
LAYDOWN MEDIAN NOSE w/STAMPED CONCRETE	$ 285.00	S.Y.	77	$ 21,945.00
INSTALL CURB AND GUTTER	$ 30.00	L.F.	218	$ 6,540.00
REMOVE ROAD BARRICADE	$ 800.00	EA.	1	$ 800.00
SAWCUT & REMOVE EXISTING CURB	$ 25.00	L.F.	461	$ 11,525.00
SAWCUT & REMOVE EXISTING PAVEMENT	$ 3.00	S.F.	7,683	$ 23,049.00
BARRIER FREE RAMPS	$ 3,000.00	EA.	2	$ 6,000.00
STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES)	$ 1,900.00	EA.	1	$ 1,900.00
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 500.00	EA.	2	$ 1,000.00
4" WHITE PAVEMENT MARKING	$ 20.00	L.F.	1,050	$ 21,000.00
PAVEMENT MARKING (LEFT TURN ARROW AND ONLY)	$ 1,200.00	EA.	1	$ 1,200.00
ENGINEERING, PLATTING & STAKING (10%)				$ 77,327.20
MISCELLANEOUS ITEMS (2.5%)				$ 19,331.80
TOTAL				**$ 869,931.00**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,460.00	L.S.	1	$ 1,460.00
ENGINEERING REVIEW FEE	$ 8,310.00	L.S.	1	$ 8,310.00
INSPECTION FEE (4%)	$ 318,315.14	L.S.	1	$ 318,315.14
CONSTRUCTION MANAGEMENT	$ 438,695.85		1	$ 438,695.85
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
PID CREATION	$ 50,000.00		1	$ 50,000.00
MATERIAL TESTING	$ 250.00	LOT.	277	$ 69,250.00
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$ 906,030.99**

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS


OFF-SITE
MAJOR IMPROVEMENTS
CELINA, TEXAS
0 1,500 3,000 6,000
Feet
N
CELINA
TEXAS
est. 1876
Town of Celina-Little Elm Reservoir
Doe Branch-Little Elm Reservoir
Panther Creek-Little Elm Reservoir
Upper Wilson Creek
Honey Creek
Coit Road-N
Coit Road-S
Sunset-Blvd
FM-2478-(Custer)
FM1 FM 1461 (Frontier)
FM2
W1
W2
W3
W4
W5
W6
S1
S2
S3
S4
S5
LS1
SW1
SW2
SW3
Proposed Lift Station
Elevated Storage Tank
Existing NTMWD Sewer
Proposed Bridges
Proposed Sewer 12"
Proposed Sewer 21"
Proposed Sewer 24"
Proposed Force Main
Proposed Water 12"
Proposed Water 18"
Proposed Paving/Drainage
Roads
Railroads
TIRZ #3
Watersheds
River/Creek
100-YR (Zone A)
100-YR (Zone AE)
Developments
Weston
Prosper
McKinney
Celina



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED SANITARY SEWER MANHOLE

PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)

PROPOSED FIRE HYDRANT

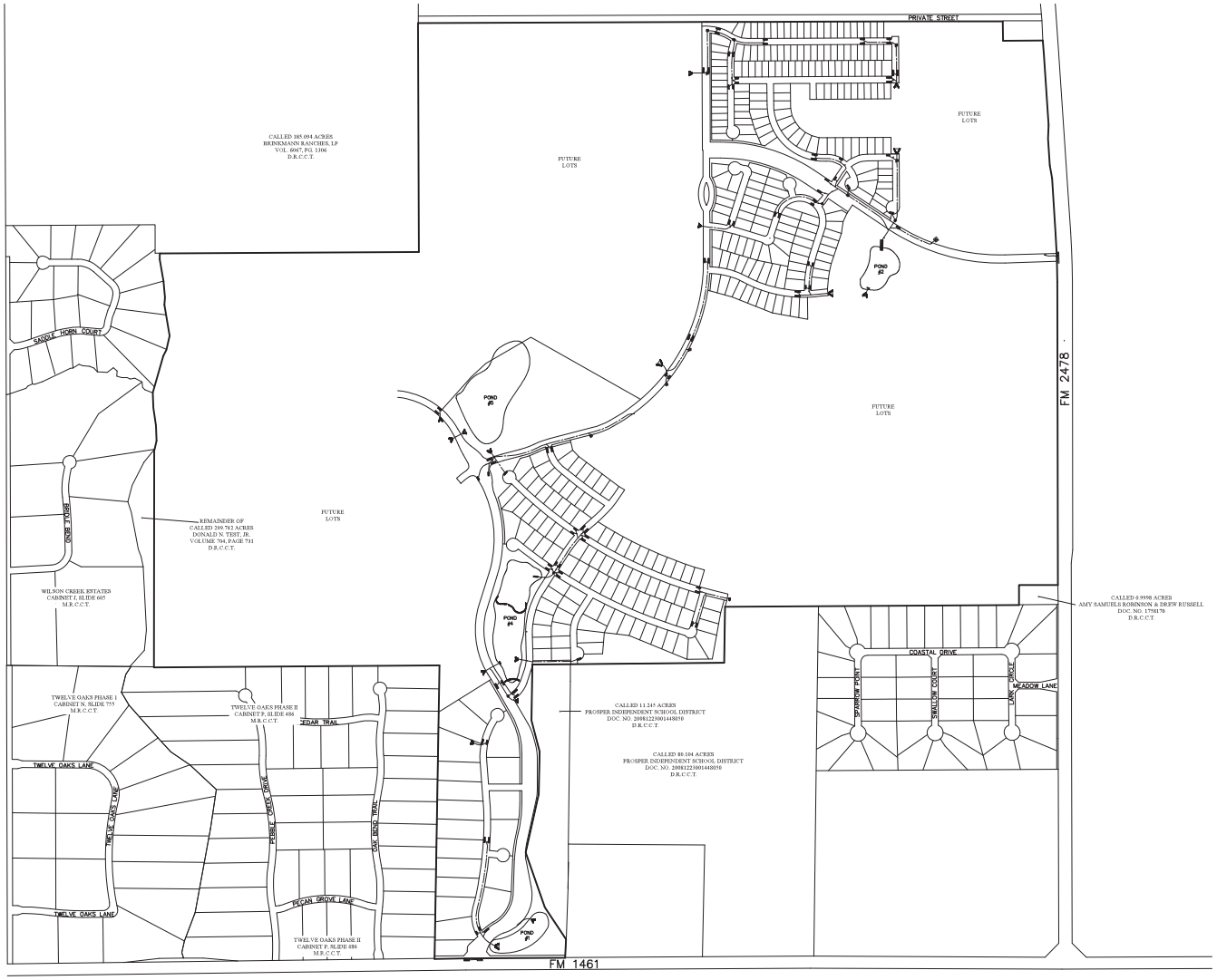
PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

LAKES AT MUSTANG RANCH PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

V:\0082\2\0082-2-01 WS EXHIBIT 2014-10-16.dwg, PH1 WATER & SEWER, 10/27/2014 3:48:19 PM, eingra, Dowdey, Anderson & Associates, Inc., JWC



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

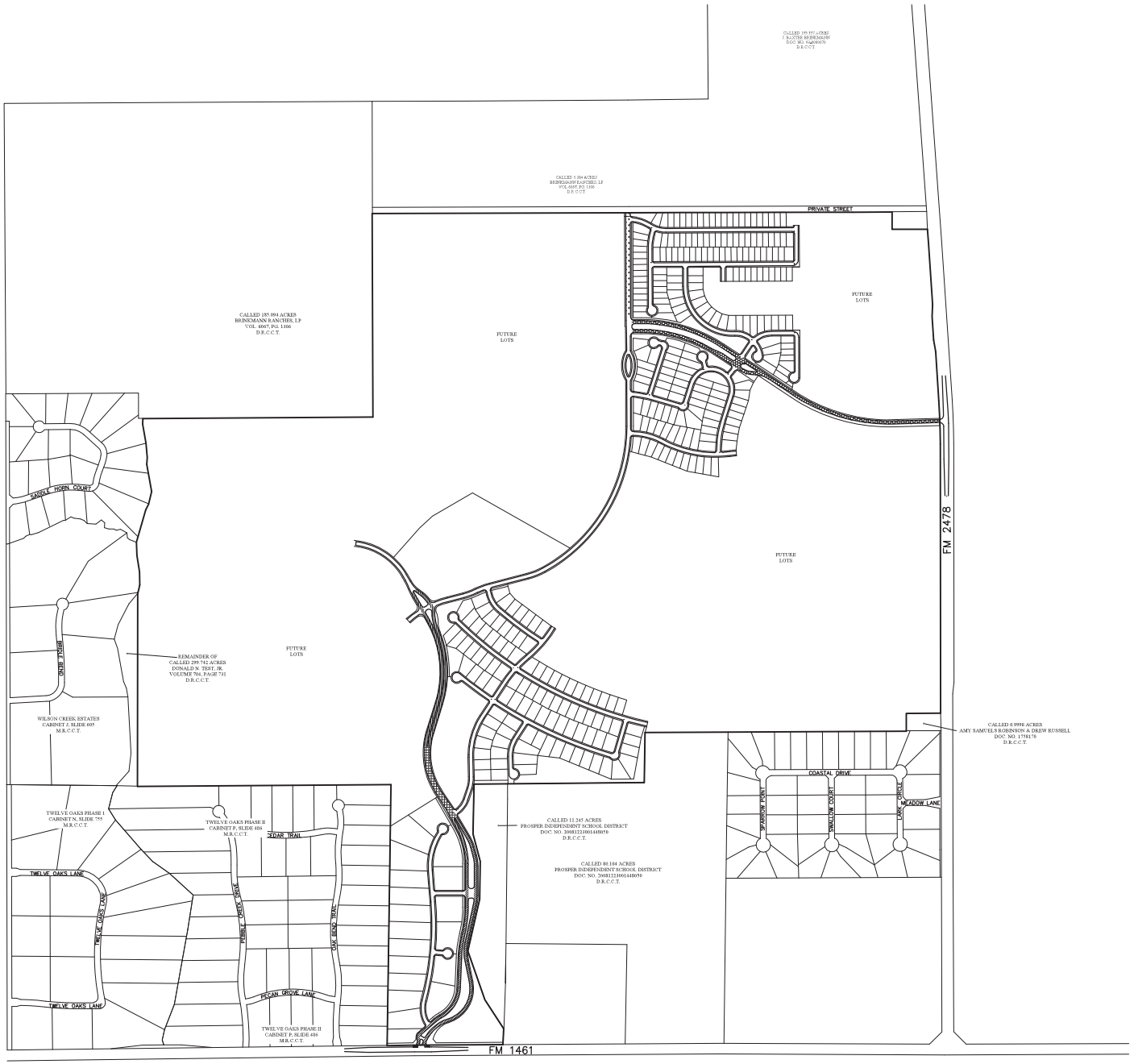
PROPOSED HEADWALL

STORM SEWER & DETENTION EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

V:\0082\2005\02-01\WS EXHIBIT 2014-10-16.dwg, PH1 STORM & DETENTION, 10/2/2014 3:47:48 PM, engarc, Dowdey, Anderson & Associates, Inc., JWC



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

45' B-B

37' B-B

2-25' B-B

2-23' B-B

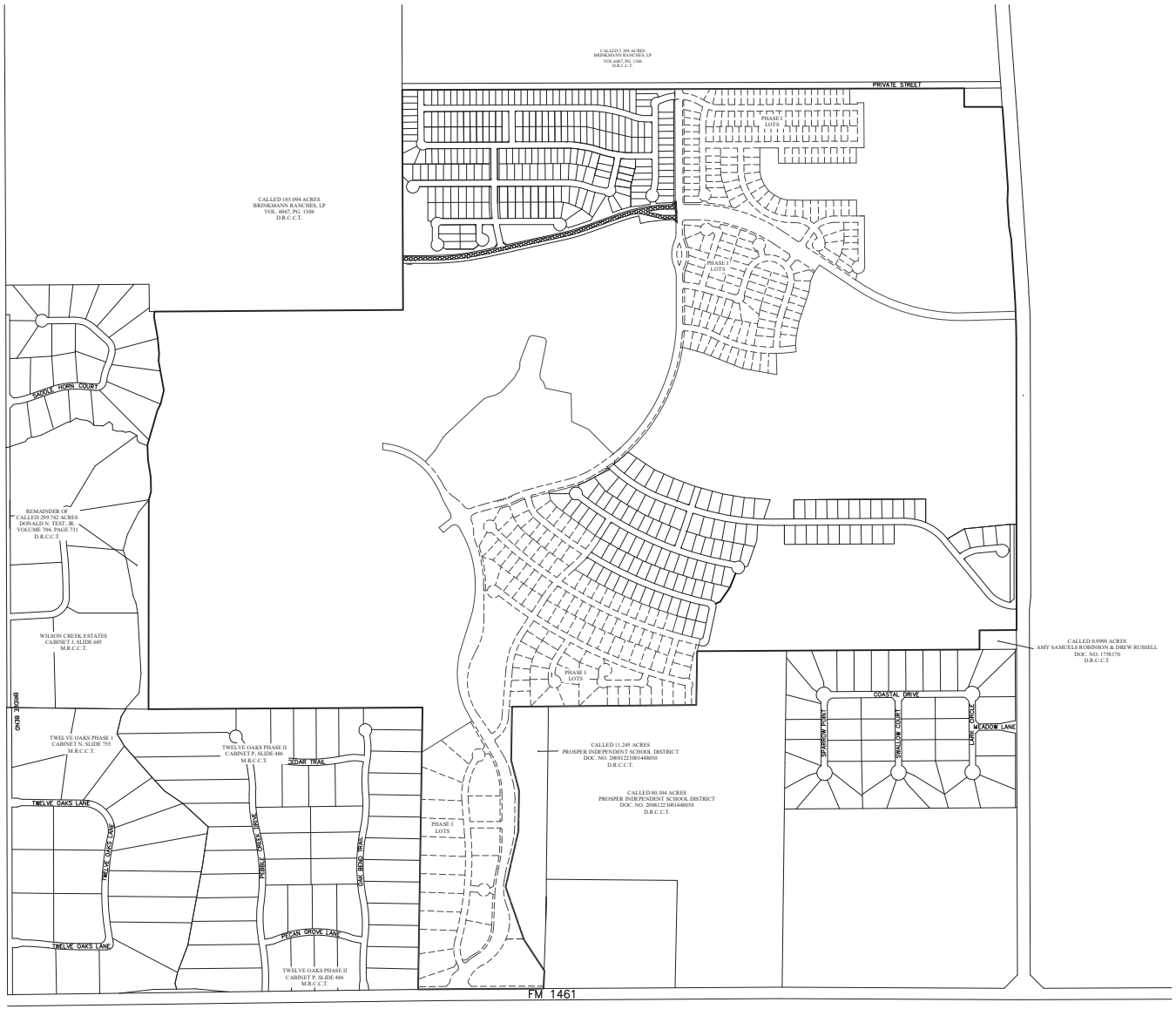
ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

LAKES AT MUSTANG RANCH
PHASE I

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Y:\0082\00052-01\WS EXHIBIT 2014-10-16.dwg, PH1 PAVING, 10/21/2014 3:47:09 PM, ahgarcia, Dowdey, Anderson & Associates, Inc., AWC



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

2-25' B-B

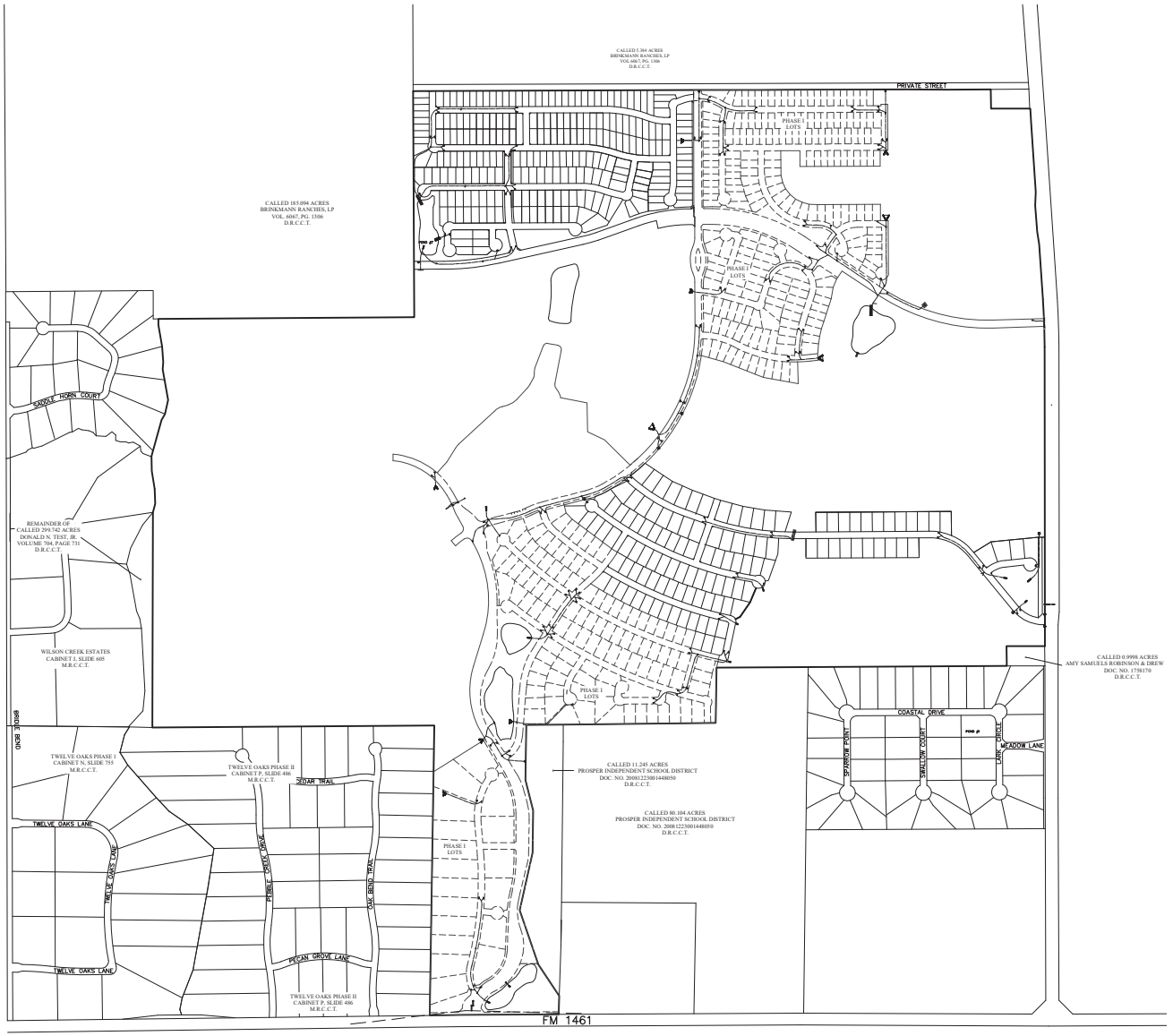
ALL OTHER STREETS
SHALL BE 31' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Y:\05052009\02-02 VIS-EXHIBIT 2014-10-16.dwg, PHZ-PAVING, 5/3/2016 1:02:11 PM, khall, Dowdey, Anderson & Associates, Inc., JV



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

PH 1 STORM SEWER MAIN

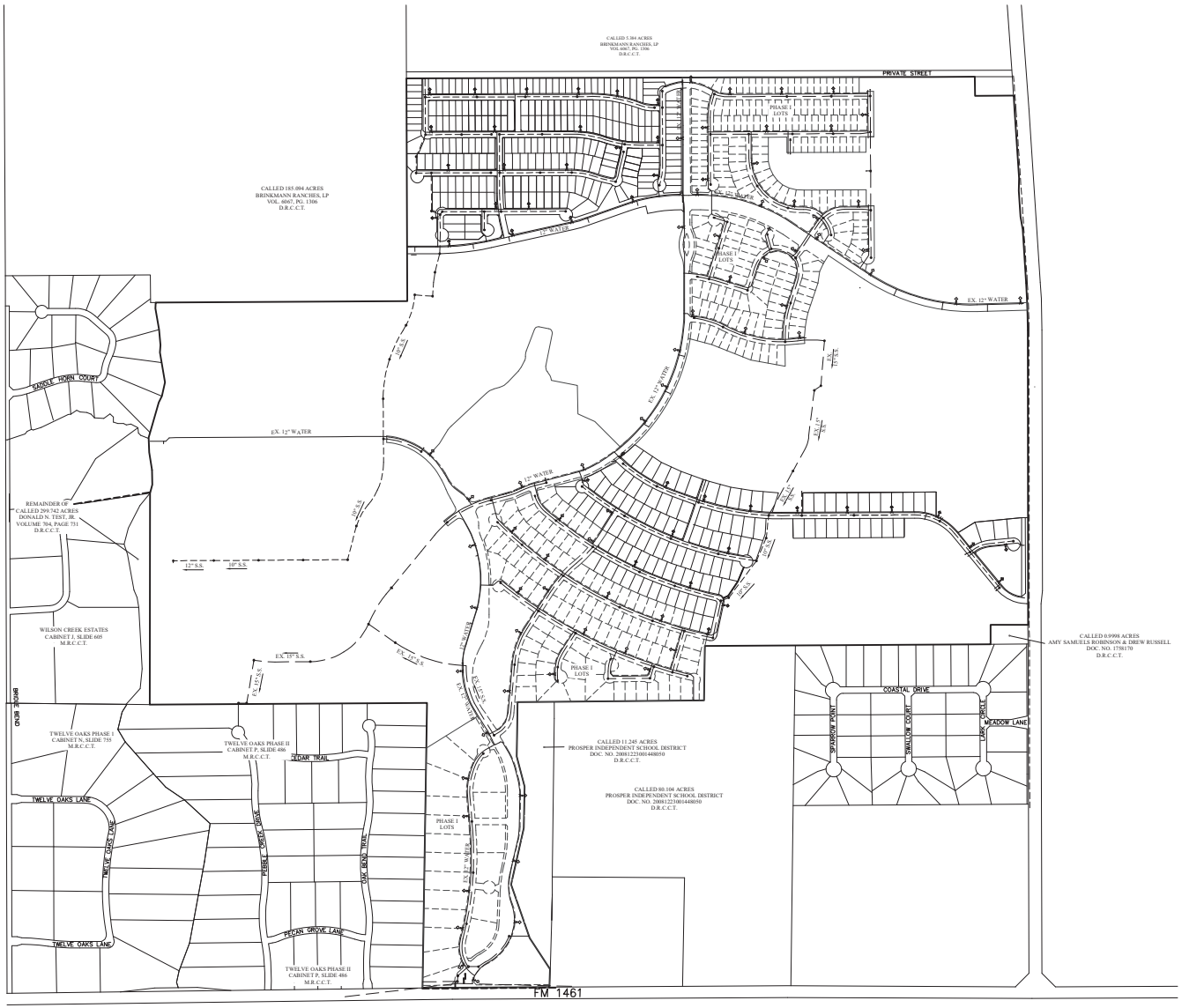
PROPOSED HEADWALL

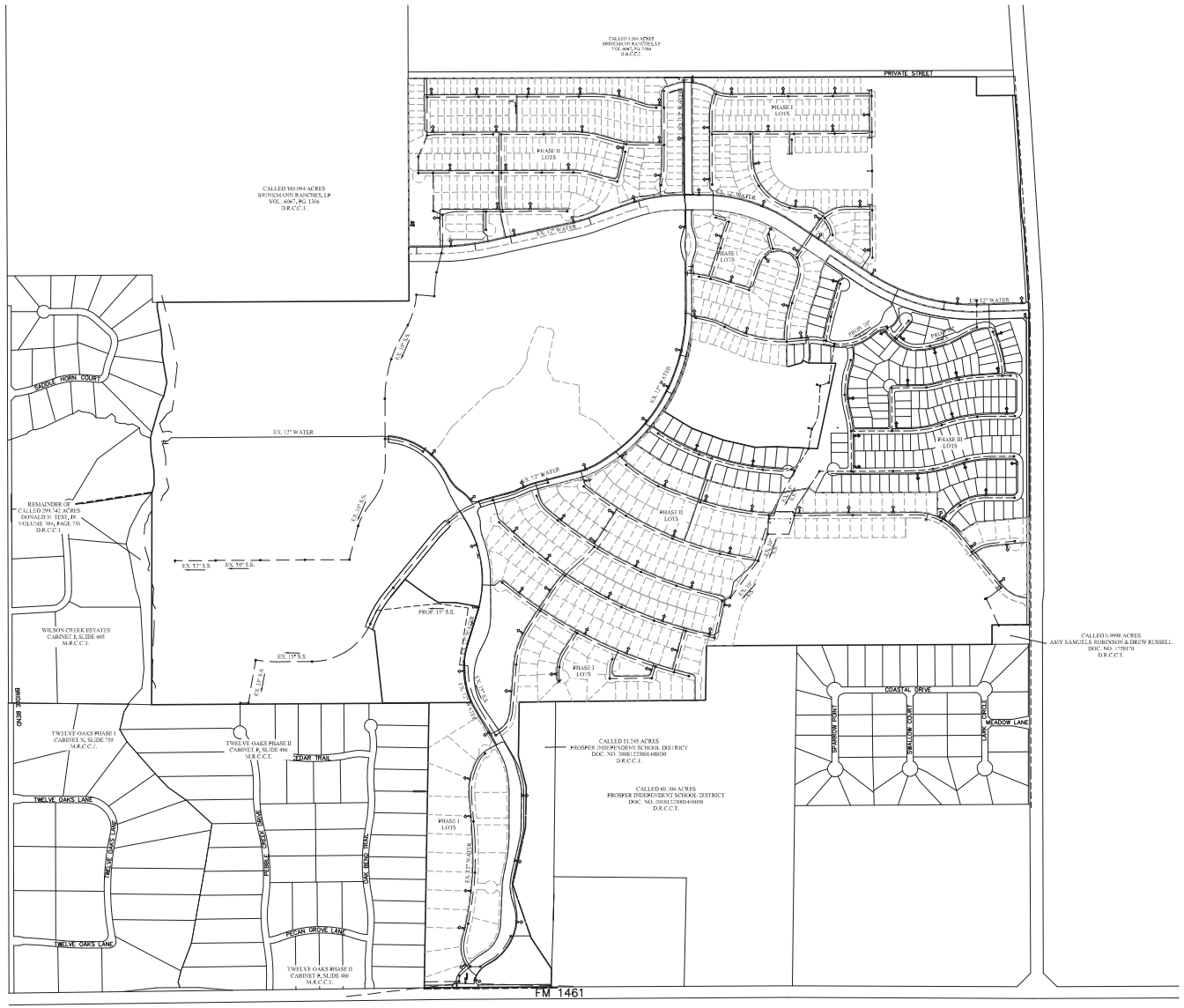
STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE TWO

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Y:\05052009\02-02 WS-EXHIBIT 2014-10-16.dwg, PH2 STORM & DETENTION, 5/3/2016 1:03:45 PM, shell, Dowdey, Anderson & Associates, Inc., JV


CALLED 5.584 ACRES
BRINKMANN RANCHES, LP
VOL 6067, PG. 1306
D.R.C.C.T.
PRIVATE STREET
PHASE I
LOTS
CALLED 185.094 ACRES
BRINKMANN RANCHES, LP
VOL. 6067, PG. 1306
D.R.C.C.T.
EX. 12" WATER
EX. 12" WATER
EX. 12" WATER



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)

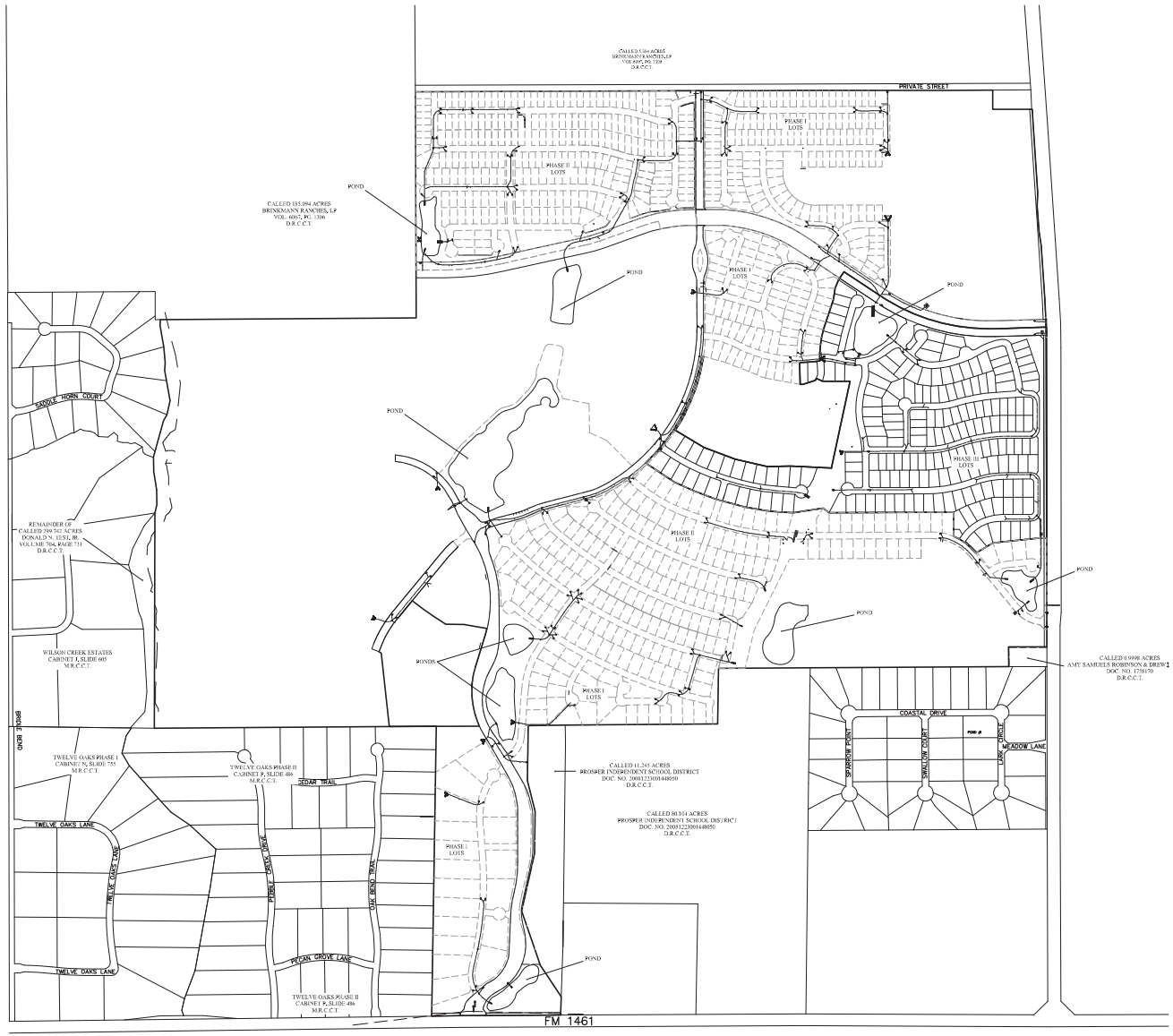
WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

EXISTING STORM SEWER MAIN

HEADWALLS

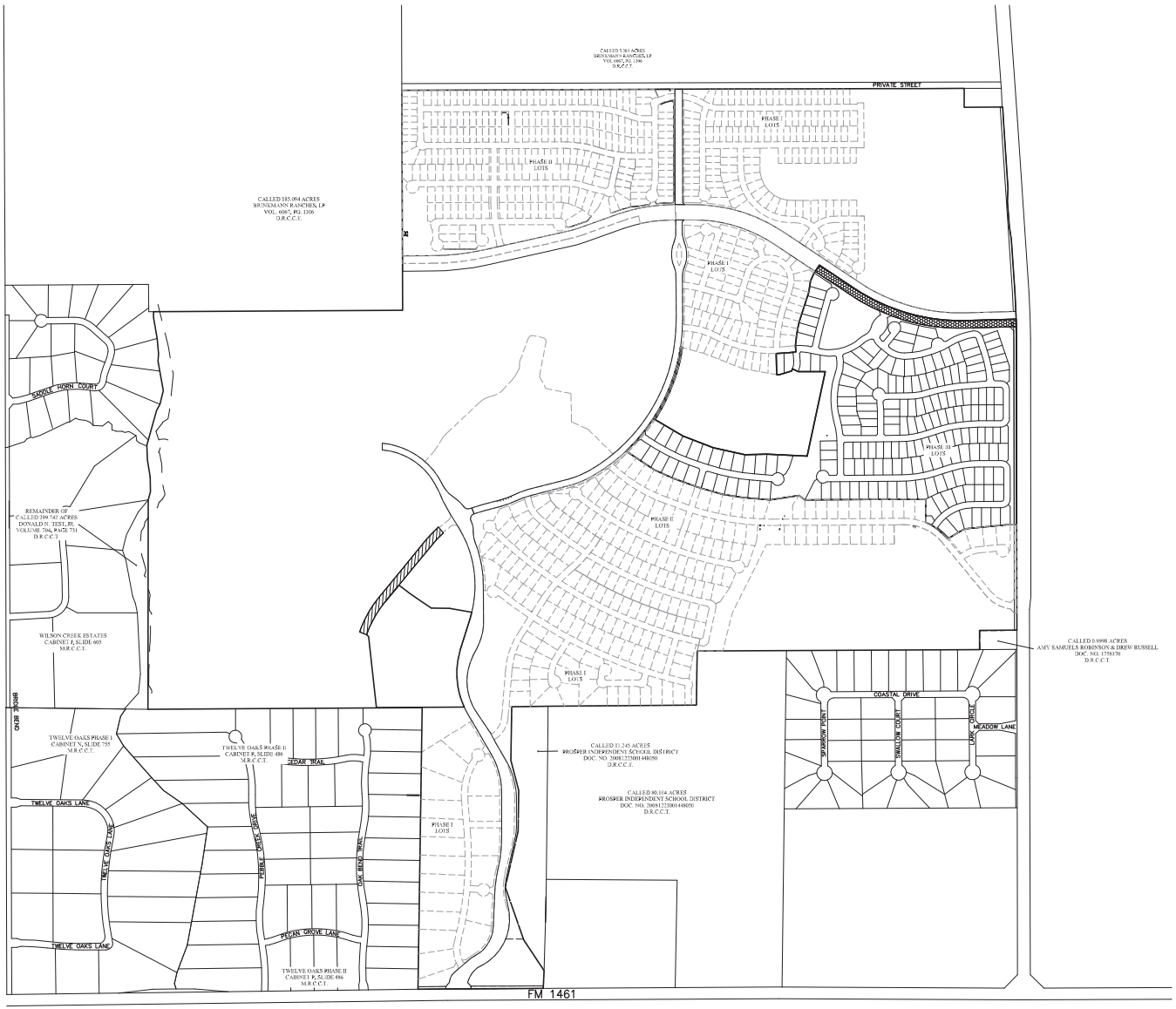
STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

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GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B

37' B-B

ALL OTHER STREETS
SHALL BE 31' B-B.

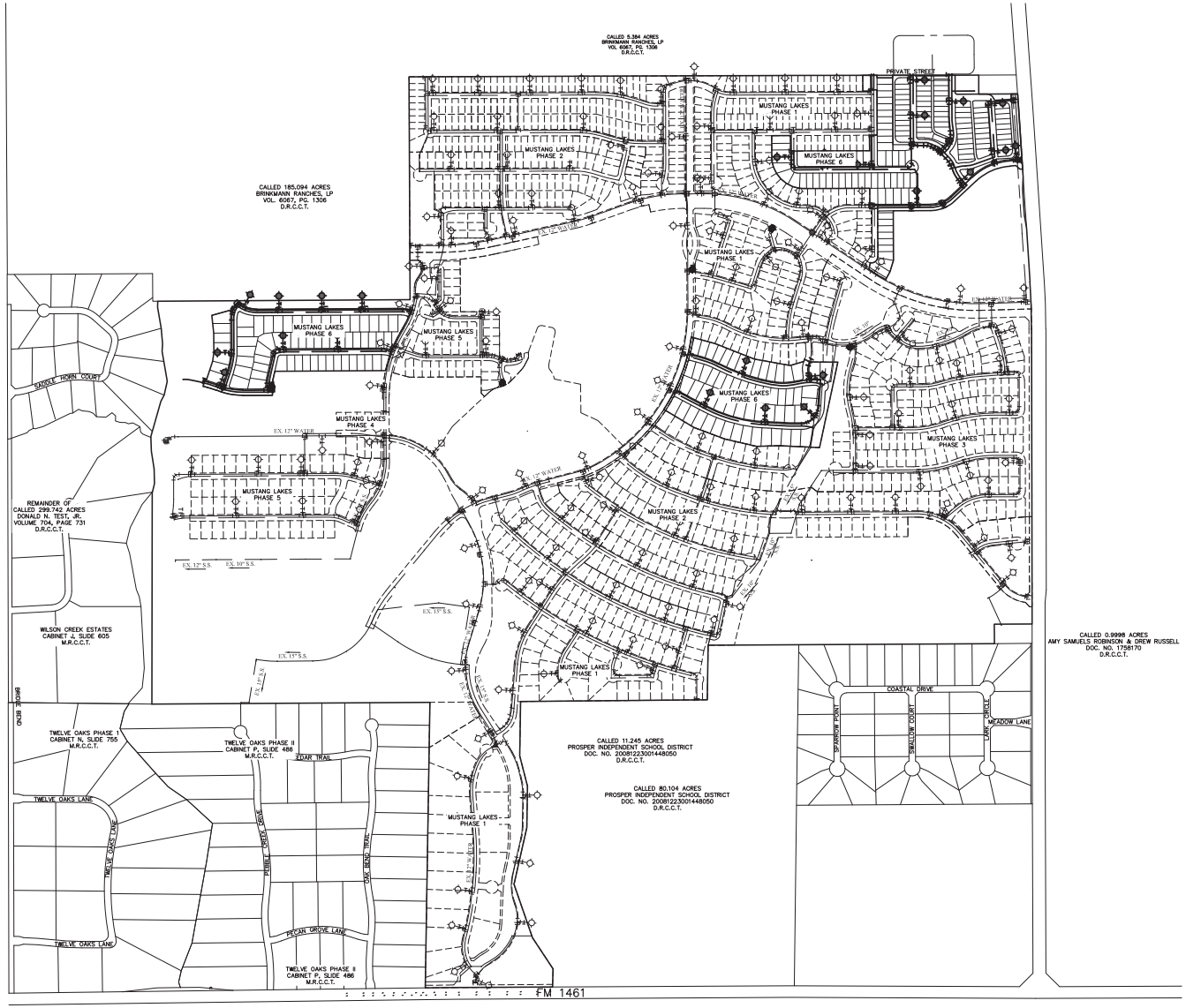
PAVING EXHIBIT

MUSTANG LAKES
PHASE THREE B

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

DOWDEY, ANDERSON & ASSOCIATES, INC.

C:\959\05\05\2-CIVIL\UTILITY-<42>-HIBIT.dwg, PHSB PAVING, 4/11/2019 3:45:24 PM, mtrull, Dowdey, Anderson & Associates, Inc., NWR



GRAPHIC SCALE

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(IN FEET)
1 inch = 400 ft.

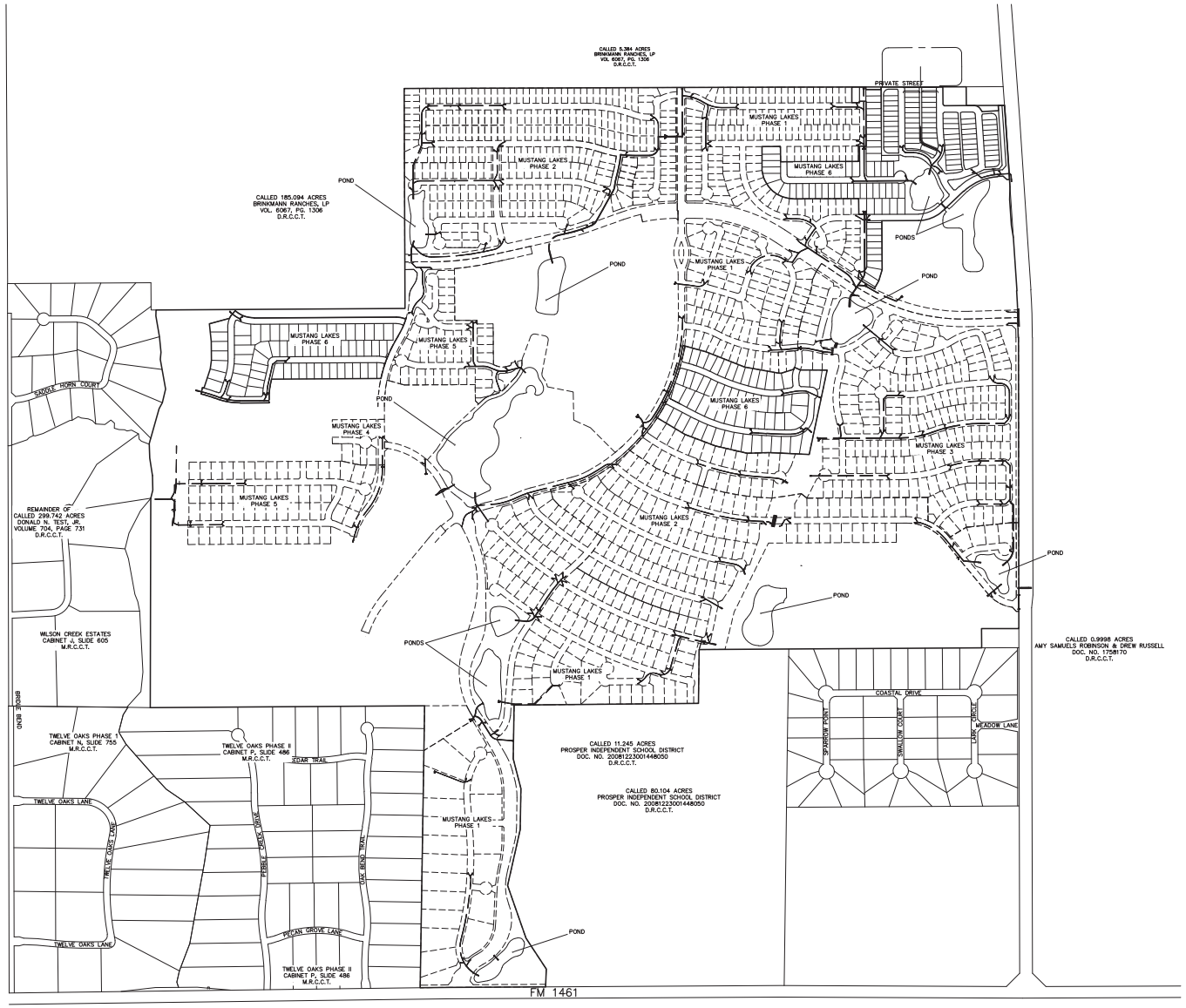
LEGEND

- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" SANITARY SEWER MAIN (UNLESS NOTED OTHERWISE)
- PROPOSED FIRE HYDRANT
- EXISTING FIRE HYDRANT
- PROPOSED 8" WATER MAIN (UNLESS NOTED OTHERWISE)
- EXISTING 8" WATER MAIN (UNLESS NOTED OTHERWISE)

WATER & SANITARY SEWER EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

PROPOSED STORM INLET

PROPOSED STORM SEWER MAIN

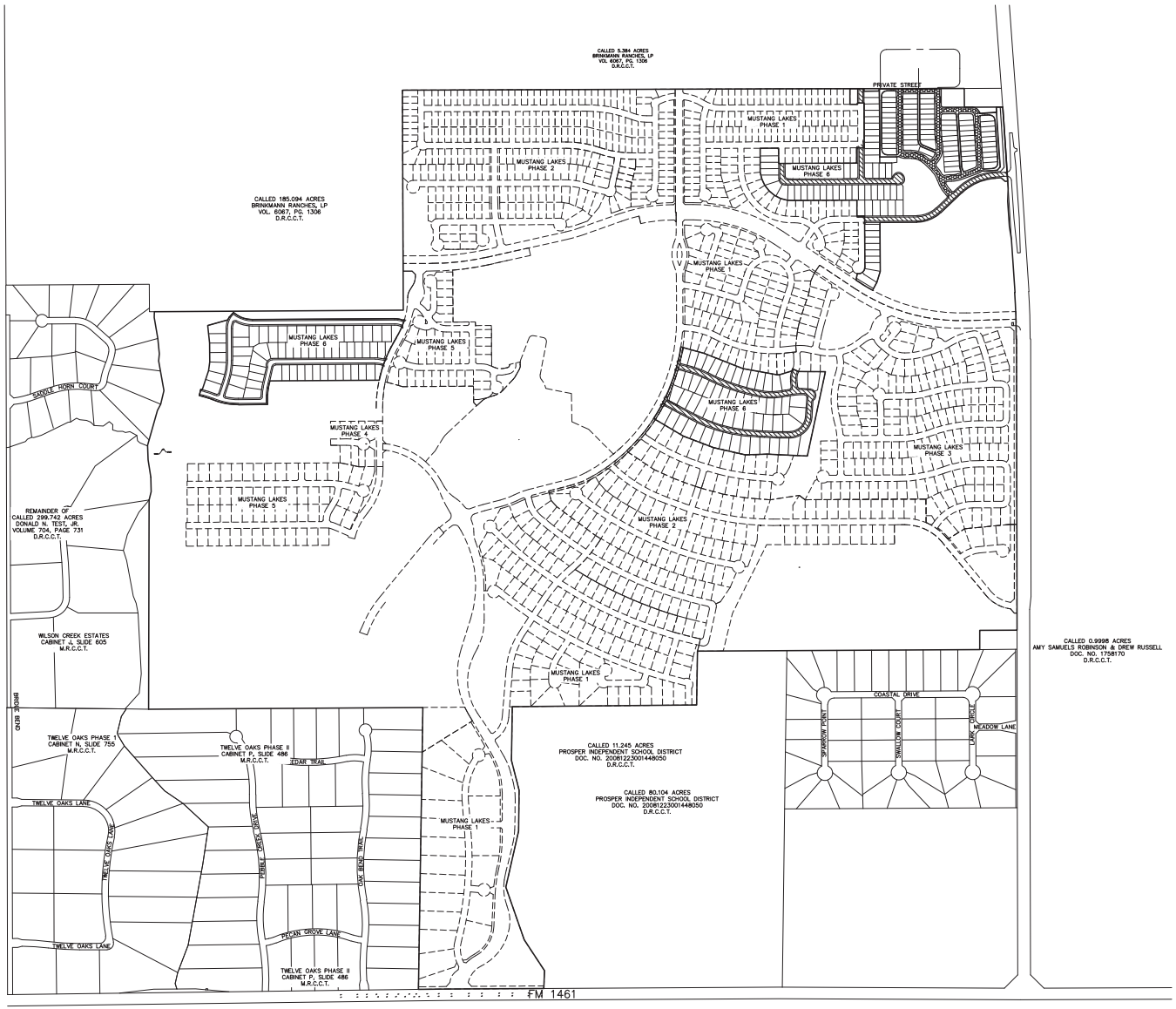
EXISTING STORM SEWER MAIN

HEADWALLS

STORM SEWER & DETENTION EXHIBIT

MUSTANG LAKES PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399



GRAPHIC SCALE

400 200 0 400 1200

(IN FEET)
1 inch = 400 ft.

LEGEND

25' B-B w/ PARKING

31' B-B

ALL OTHER STREETS SHALL BE 29' B-B.

PAVING EXHIBIT

MUSTANG LAKES
PHASE SIX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

Y:\005026\005026-04-(TIUT)-EXHIBIT.dwg, PAVING, 12/1/2022 8:28:53 AM, rhall

APPENDIX D
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 ***Lakes at Mustang Ranch Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX E
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix E

For purposes of allocating the Assessments, the Assessed Property has been classified in one of nine Lot Types.

"Lot Type 1" means lots identified as one acre lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 43,560 square feet size and a minimum lot width of 80 feet, as permitted by the Planned Development Regulations.

"Lot Type 2" means lots identified as 100 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 15,000 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 3" means lots identified as 86 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 12,040 square feet size and a minimum lot width of 75 feet, as permitted by the Planned Development Regulations.

"Lot Type 4" means lots identified as 74 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 9,620 square feet size and a minimum lot width of 70 feet, as permitted by the Planned Development Regulations.

"Lot Type 5" means lots identified as 60 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 7,500 square feet size and a minimum lot width of 60 feet, as permitted by the Planned Development Regulations.

"Lot Type 6" means lots identified as 50 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 6,000 square feet size and a minimum lot width of 50 feet, as permitted by the Planned Development Regulations.

"Lot Type 7" means lots identified as 65 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 8,125 square feet size and a minimum lot width of 65 feet, as permitted by the Planned Development Regulations.

"Lot Type 8" means lots identified as 40 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 4,600 square feet size and a minimum lot width of 40 feet, as permitted by the Planned Development Regulations.

"Lot Type 9" means lots identified as 35 feet lots in the Service and Assessment Plan and on the applicable Assessment Roll, being lots with approximately 2,905 square feet size and a minimum lot width of 35 feet, as permitted by the Planned Development Regulations.

A) Proposed Development

Table E-1 shows the original proposed residential Lot Types to be developed within the PID.

Table E-1
Proposed Development - Original

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	49	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	170	Units
Lot Type 4	74 Ft Lot	457	Units
Lot Type 5	60 Ft Lot	508	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,799**	**Units**

Table E-2 shows the 2016 revised proposed residential Lot Types to be developed within the PID.

Table E-2
Proposed Development – 2016 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	48	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	163	Units
Lot Type 4	74 Ft Lot	458	Units
Lot Type 5	60 Ft Lot	495	Units
Lot Type 6	50 Ft Lot	590	Units
Total		**1,772**	**Units**

Table E-3 shows the 2021 revised proposed residential Lot Types to be developed within the PID.

Table E-3
Proposed Development – 2021 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	32	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	262	Units
Lot Type 4	74 Ft Lot	375	Units
Lot Type 5	60 Ft Lot	334	Units
Lot Type 6	50 Ft Lot	594	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,724**	**Units**

Table E-4.1 shows the 2022 revised proposed residential Lot Types to be developed within the PID.

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Table E-4.1
Proposed Development – 2022 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	33	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	282	Units
Lot Type 4	74 Ft Lot	360	Units
Lot Type 5	60 Ft Lot	325	Units
Lot Type 6	50 Ft Lot	343	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,701**	**Units**

Table E-4.2 shows the 2024 revised proposed residential Lot Types to be developed within the PID.

Table E-4.2
Proposed Development – 2024 Revised

Lot Type	Description	Proposed Development	
Lot Type 1	One-acre Lot	33	Units
Lot Type 2	100 Ft Lot	60	Units
Lot Type 3	86 Ft Lot	281	Units
Lot Type 4	74 Ft Lot	359	Units
Lot Type 5	60 Ft Lot	325	Units
Lot Type 6	50 Ft Lot	343	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,701**	**Units**

Table E-5 shows the original proposed residential Lot Types within Phase #1.

Table E-5
Proposed Development – Phase #1 – Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	47	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**334**	**Units**

Table E-6 shows the 2016 revised residential Lot Types within Phase #1.

Table E-6
Proposed Development – Phase #1 – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	18	Units
Lot Type 3	86 Ft Lot	48	Units
Lot Type 4	74 Ft Lot	56	Units
Lot Type 5	60 Ft Lot	104	Units
Lot Type 6	50 Ft Lot	109	Units
Total		**335**	**Units**

Table E-7 shows the original proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-7
Proposed Development – Phases #2-9 Major Improvement Area - Original

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	31	Units
Lot Type 2	100 Ft Lot	25	Units
Lot Type 3	86 Ft Lot	123	Units
Lot Type 4	74 Ft Lot	401	Units
Lot Type 5	60 Ft Lot	404	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,465**	**Units**

Table E-8 shows the 2016 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-8
Proposed Development – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	30	Units
Lot Type 2	100 Ft Lot	18	Units
Lot Type 3	86 Ft Lot	115	Units
Lot Type 4	74 Ft Lot	402	Units
Lot Type 5	60 Ft Lot	391	Units
Lot Type 6	50 Ft Lot	481	Units
Total		**1,437**	**Units**

Table E-9 shows the 2021 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-9
Proposed Development – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	14	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	214	Units
Lot Type 4	74 Ft Lot	319	Units
Lot Type 5	60 Ft Lot	230	Units
Lot Type 6	50 Ft Lot	485	Units
Lot Type 7	65 Ft Lot	69	Units
Total		**1,389**	**Units**

Table E-10.1 shows the 2022 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-10.1
Proposed Development – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	15	Units
Lot Type 2	100 Ft Lot	58	Units
Lot Type 3	86 Ft Lot	232	Units
Lot Type 4	74 Ft Lot	306	Units
Lot Type 5	60 Ft Lot	221	Units
Lot Type 6	50 Ft Lot	234	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,366**	**Units**

Table E-10.2 shows the 2024 revised proposed residential Lot Types within the Phases #2-9 Major Improvement Area.

Table E-10.2
Proposed Development – Phases #2-9 Major Improvement Area – 2024 Revised

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	15	Units
Lot Type 2	100 Ft Lot	60	Units
Lot Type 3	86 Ft Lot	233	Units
Lot Type 4	74 Ft Lot	303	Units
Lot Type 5	60 Ft Lot	221	Units
Lot Type 6	50 Ft Lot	234	Units
Lot Type 7	65 Ft Lot	167	Units
Lot Type 8	40 Ft Lot	73	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**1,366**	**Units**

Table E-11 shows the residential Lot Types within the Phase #2.

Table E-11
Actual Development – Phase #2

Lot Type	Description	Development	
Lot Type 2	100 Ft Lot	4	Units
Lot Type 3	86 Ft Lot	49	Units
Lot Type 4	74 Ft Lot	68	Units
Lot Type 5	60 Ft Lot	68	Units
Lot Type 6	50 Ft Lot	171	Units
Total		**360**	**Units**

Table E-12 shows the residential Lot Types within the Phase #3.

Table E-12
Actual Development – Phase #3

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	25	Units
Lot Type 4	74 Ft Lot	88	Units
Lot Type 5	60 Ft Lot	82	Units
Total		**195**	**Units**

Table E-13 shows the residential Lot Types within the Phase #4.

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Table E-13
Actual Development – Phase #4

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	2	Units
Lot Type 4	74 Ft Lot	3	Units
Lot Type 5	60 Ft Lot	2	Units
Lot Type 6	50 Ft Lot	2	Units
Total		**9**	**Units**

Table E-14 shows the originally proposed residential Lot Types within the Phase #5.

Table E-14
Proposed Development – Phase #5

Lot Type	Description	Development	
Lot Type 3	86 Ft Lot	60	Units
Lot Type 7	65 Ft Lot	36	Units
Total		**96**	**Units**

Table E-15 shows the residential Lot Types within the Phase #5.

Table E-15
Actual Development – Phase #5

Lot Type	Description	Development	
Lot Type 1	One acre Lot	1	Units
Lot Type 3	86 Ft Lot	58	Units
Lot Type 7	65 Ft Lot	38	Units
Total		**97**	**Units**

[1]The one-acre lot within Phase #5 does not benefit from the Phase #5 Improvements and therefore has only been assessed for costs related to the Phases #2-9 Major Improvement Area Initial Projects.

Table E-16 shows the residential Lot Types within the Phase #6.

Table E-16
Actual Development – Phase #6

Lot Type	Description	Development	
Lot Type 4	74 Ft Lot	61	Units
Lot Type 5	60 Ft Lot	69	Units
Lot Type 6	50 Ft Lot	61	Units
Lot Type 8	40 Ft Lot	66	Units
Total		**257**	**Units**

Table E-17 shows the residential Lot Types within the Phase #7.

Table E-17
Proposed Development – Phase #7

Lot Type	Description	Development	
Lot Type 1	One-acre Lot	1	Units
Lot Type 2	100 Ft Lot	54	Units
Lot Type 3	86 Ft Lot	33	Units
Lot Type 4	74 Ft Lot	19	Units
Lot Type 7	65 Ft Lot	31	Units
Total		**171**	**Units**

Table E-18 shows the residential Lot Types within the Phases #8-9.

Table E-18
Proposed Development – Phases #8-9

Lot Type	Description	Development	
Lot Type 2	100 Ft Lot	2	Units
Lot Type 3	86 Ft Lot	66	Units
Lot Type 4	74 Ft Lot	44	Units
Lot Type 7	65 Ft Lot	98	Units
Lot Type 8	40 Ft Lot	7	Units
Lot Type 9	35 Ft Lot	60	Units
Total		**277**	Units

B) Calculation of Equivalent Units

As explained under Section V.A for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the parcel of 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., One-acre, 100 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements. Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications from Lot Type 1 (One-acre Lots) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential lots are set forth in Table E-21. 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 (One-acre Lots) to 1.0.

Table E-19 shows the original Equivalent Unit factors within the PID that were used to allocate the Initial Major Improvements between Phase #1 and Phases #2-9 Major Improvement Area, as well as reallocate the Phases #2-9 Major Improvement Area share of the Initial Major Improvements, to Phase #2, Phase #3, and Phase #4.

Table E-19
Equivalent Unit Factors - Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above were revised by the City Council in 2021 following additional changes to the development process and the request from the Developer. These classifications were expanded to cover from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 6 (50 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are the ratio of the average value of Lots within each assessment class, setting the 2021 updated Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Table E-20 shows the 2021 revised Equivalent Unit factors within the PID that were used to 1.) include Lot Type 7, 2.) allocate costs of the Phase #5 Improvements, and 3.) reallocate the Phases #2-9 Major Improvement Area's share of the Initial Major Improvements to Phase #5.

Table E-20
Equivalent Unit Factors – 2021 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$825,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$725,000	0.88	per dwelling unit
Lot Type 3 (86 Ft Lot)	$688,000	0.83	per dwelling unit
Lot Type 4 (74 Ft Lot)	$592,000	0.72	per dwelling unit
Lot Type 5 (60 Ft Lot)	$480,000	0.58	per dwelling unit
Lot Type 6 (50 Ft Lot)	$400,000	0.48	per dwelling unit
Lot Type 7 (65 Ft Lot)	$537,000	0.65	per dwelling unit

The Lot Type classifications and Equivalent Unit calculations described above are being revised by the City Council in 2022 following additional changes to the development process, substantial changes to the estimated average home prices and the request from the Developer. These classifications were expanded to cover from Lot Type 1 (One-Acre Lot) representing the highest value to Lot Type 9 (35 Ft Lot) representing the lowest value for residential Lots. Equivalent Units are calculated as the ratio of the average value of Lots within each assessment class, setting the 2022 revised Equivalent Unit factor for Lot Type 1 (One-Acre Lot) to 1.0.

Table E-21 shows the 2022 revised Lot Types and Equivalent Unit factors within the PID that are used to 1.) include Lot Type 8 and Lot Type 9, 2.) allocate Phase #6 Projects, and 3.) allocate the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, Phase #5, Phase #6, Phase #7, and Phases #8-9.

Table E-21
Equivalent Unit Factors – 2022 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (One-acre Lot)	$2,000,000	1.00	per dwelling unit
Lot Type 2 (100 Ft Lot)	$1,300,000	0.65	per dwelling unit
Lot Type 3 (86 Ft Lot)	$975,000	0.49	per dwelling unit
Lot Type 4 (74 Ft Lot)	$850,000	0.43	per dwelling unit
Lot Type 5 (60 Ft Lot)	$685,000	0.34	per dwelling unit
Lot Type 6 (50 Ft Lot)	$585,000	0.29	per dwelling unit
Lot Type 7 (65 Ft Lot)	$735,000	0.37	per dwelling unit
Lot Type 8 (40 Ft Lot)	$475,000	0.24	per dwelling unit
Lot Type 9 (35 Ft Lot)	$450,000	0.23	per dwelling unit

The original total Equivalent Units for Phase #1 are shown in Table E-22 as calculated based on the original Phase #1 proposed development shown in Table E-5 and the original Equivalent Unit factors shown in Table E-19.

Table E-22
Estimated Equivalent Units – Phase #1 – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	47	0.83	39.01
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**334**		**209.97**

The 2016 revised total Equivalent Units for Phase #1 are shown in Table E-23 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the original Equivalent Unit factors shown in Table E-19.

Table E-23
Estimated Equivalent Units – Phase #1 – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.83	39.84
Lot Type 4 (74 Ft Lot)	56	0.72	40.32
Lot Type 5 (60 Ft Lot)	104	0.58	60.32
Lot Type 6 (50 Ft Lot)	109	0.48	52.32
Total Equivalent Units	**335**		**210.80**

The 2022 revised total Equivalent Units for Phase #1 are shown in Table E-24 as calculated based on the 2016 revised Phase #1 proposed development shown in Table E-6 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-24
Estimated Equivalent Units – Phase #1 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	18	1.00	18.00
Lot Type 3 (86 Ft Lot)	48	0.49	23.52
Lot Type 4 (74 Ft Lot)	56	0.43	24.08
Lot Type 5 (60 Ft Lot)	104	0.34	35.36
Lot Type 6 (50 Ft Lot)	109	0.29	31.61
Total Equivalent Units	**335**		**132.57**

The original total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-25 as calculated based on the original proposed development for the Phases #2-9 Major Improvement Area shown in Table E-7 and the original Equivalent Unit factors shown in Table E-19.

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Table E-25
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	31	1.00	31.00
Lot Type 2 (100 Ft Lot)	25	0.88	22.00
Lot Type 3 (86 Ft Lot)	123	0.83	102.09
Lot Type 4 (74 Ft' Lot)	401	0.72	288.72
Lot Type 5 (60 Ft Lot)	404	0.58	234.32
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,465**		**909.01**

The 2016 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-26 as calculated based on the 2016 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-8 and the original Equivalent Unit factors shown in Table E-19.

Table E-26
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	30	1.00	30.00
Lot Type 2 (100 Ft Lot)	18	0.88	15.84
Lot Type 3 (86 Ft Lot)	115	0.83	95.45
Lot Type 4 (74 Ft' Lot)	402	0.72	289.44
Lot Type 5 (60 Ft Lot)	391	0.58	226.78
Lot Type 6 (50 Ft Lot)	481	0.48	230.88
Total Equivalent Units	**1,437**		**888.39**

The 2021 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-27 as calculated based on the 2021 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-9 and the 2021 revised Equivalent Unit factors shown in Table E-20.

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Table E-27
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	14	1.00	14.00
Lot Type 2 (100 Ft Lot)	58	0.88	51.04
Lot Type 3 (86 Ft Lot)	214	0.83	177.62
Lot Type 4 (74 Ft' Lot)	319	0.72	229.68
Lot Type 5 (60 Ft Lot)	230	0.58	133.40
Lot Type 6 (50 Ft Lot)	485	0.48	232.80
Lot Type 7 (65 Ft Lot)	69	0.65	44.85
Total Equivalent Units	**1,389**		**883.39**

The 2022 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-28.1 as calculated based on the 2022 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-10 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-28.1
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	15	1.00	15.00
Lot Type 2 (100 Ft Lot)	58	0.65	37.70
Lot Type 3 (86 Ft Lot)	234	0.49	114.66
Lot Type 4 (74 Ft Lot)	304	0.43	130.72
Lot Type 5 (60 Ft Lot)	221	0.34	75.14
Lot Type 6 (50 Ft Lot)	234	0.29	67.86
Lot Type 7 (65 Ft Lot)	167	0.37	61.79
Lot Type 8 (40 Ft Lot)	73	0.24	17.52
Lot Type 9 (35 Ft Lot)	60	0.23	13.80
Total Equivalent Units	**1,366**		**534.19**

The 2022 revised total Equivalent Units for the Phases #2-9 Major Improvement Area are shown in Table E-28.2 as calculated based on the 2024 revised proposed development for the Phases #2-9 Major Improvement Area shown in Table E-10 and the 2024 revised Equivalent Unit factors shown in Table E-21.

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Table E-28.2
Estimated Equivalent Units – Phases #2-9 Major Improvement Area – 2024 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	15	1.00	15.00
Lot Type 2 (100 Ft Lot)	60	0.65	39.00
Lot Type 3 (86 Ft Lot)	233	0.49	114.17
Lot Type 4 (74 Ft Lot)	303	0.43	130.29
Lot Type 5 (60 Ft Lot)	221	0.34	75.14
Lot Type 6 (50 Ft Lot)	234	0.29	67.86
Lot Type 7 (65 Ft Lot)	167	0.37	61.79
Lot Type 8 (40 Ft Lot)	73	0.24	17.52
Lot Type 9 (35 Ft Lot)	60	0.23	13.80
Total Equivalent Units	**1,366**		**534.57**

The original total Equivalent Units for Phase #2 are shown in Table E-29 as calculated based on the proposed development for Phase #2 shown in Table E-11 and the original Equivalent Unit factors shown in Table E-19.

Table E-29
Estimated Equivalent Units – Phase #2 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.88	3.52
Lot Type 3 (86 Ft Lot)	49	0.83	40.67
Lot Type 4 (74 Ft Lot)	68	0.72	48.96
Lot Type 5 (60 Ft Lot)	68	0.58	39.44
Lot Type 6 (50 Ft Lot)	171	0.48	82.08
Total Equivalent Units	**360**		**214.67**

Note: These Equivalent Units will continue to be used for Phase #2 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #2 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #2 at the time of levying the Assessments for Phase #2 Improvements.

The 2022 revised total Equivalent Units for Phase #2 are shown in Table E-30 as calculated based on the Phase #2 proposed development shown in Table E-11 and the 2022 revised Equivalent Unit factors shown in Table E-21.

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Table E-30
Estimated Equivalent Units – Phase #2 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	4	0.65	2.60
Lot Type 3 (86 Ft Lot)	49	0.49	24.01
Lot Type 4 (74 Ft Lot)	68	0.43	29.24
Lot Type 5 (60 Ft Lot)	68	0.34	23.12
Lot Type 6 (50 Ft Lot)	171	0.29	49.59
Total Equivalent Units	**360**		**128.56**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #2 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #3 are shown in Table E-31 as calculated based on the proposed development for Phase #3 shown in Table E-12 and the original Equivalent Unit factors shown in Table E-19.

Table E-31
Estimated Equivalent Units – Phase #3 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.83	20.75
Lot Type 4 (74 Ft Lot)	88	0.72	63.36
Lot Type 5 (60 Ft Lot)	82	0.58	47.56
Total Equivalent Units	**195**		**131.67**

Note: These Equivalent Units will continue to be used for Phase #3 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #3 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #3 at the time of levying the Assessments for Phase #3 Improvements.

The 2022 revised total Equivalent Units for Phase #3 are shown in Table E-32 as calculated based on the Phase #3 proposed development shown in Table E-12 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-32
Estimated Equivalent Units – Phase #3 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	25	0.49	12.25
Lot Type 4 (74 Ft Lot)	88	0.43	37.84
Lot Type 5 (60 Ft Lot)	82	0.34	27.88
Total Equivalent Units	**195**		**77.97**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #3 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #4 are shown in Table E-33 as calculated based on the proposed development for Phase #4 shown in Table E-13 and the original Equivalent Unit factors shown in Table E-19.

Table E-33
Estimated Equivalent Units – Phase #4 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.83	1.66
Lot Type 4 (74 Ft Lot)	3	0.72	2.16
Lot Type 5 (60 Ft Lot)	2	0.58	1.16
Lot Type 6 (50 Ft Lot)	2	0.48	0.96
Total Equivalent Units	**9**		**5.94**

Note: These Equivalent Units will continue to be used for Phase #4 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #4 for the Phases #2-9 Major Improvement Area Initial Projects previously allocated to Phase #4 at the time of levying the Assessments for Phase #4 Improvements.

The 2022 revised total Equivalent Units for Phase #4 are shown in Table E-34 as calculated based on the Phase #4 proposed development shown in Table E-13 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-34
Estimated Equivalent Units – Phase #4 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	2	0.49	0.98
Lot Type 4 (74 Ft Lot)	3	0.43	1.29
Lot Type 5 (60 Ft Lot)	2	0.34	0.68
Lot Type 6 (50 Ft Lot)	2	0.29	0.58
Total Equivalent Units	**9**		**3.53**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #4 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #5 are shown in Table E-35 as calculated based on the proposed development at the time of Assessment levy for Phase #5 shown in Table E-14 and the 2021 revised Equivalent Unit factors shown in Table E-20.

Table E-35
Estimated Equivalent Units – Phase #5 - Original

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (86 Ft Lot)	60	0.83	49.80
Lot Type 7 (65 Ft Lot)	36	0.65	23.40
Total Equivalent Units	**96**		**73.20**

The 2021 revised total Equivalent Units for Phase #5 are shown in Table E-36 as calculated based on the actual plat recorded in August 2021 for Phase #5 development shown in Table E-15 and the 2021 revised Equivalent Unit factors shown in Table E-20. A one-acre lot in Phase #5 does not benefit from the Phase #5 Improvements and does not have any Assessments related to the Phase #5 Improvements.

Table E-36
Estimated Equivalent Units – Phase #5 – 2021 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One acre Lot)[1]	1	1.00	1.00
Lot Type 3 (86 Ft Lot)	58	0.83	48.14
Lot Type 7 (65 Ft Lot)	38	0.65	24.70
Total Equivalent Units	**97**		**73.84**

Note: These Equivalent Units will continue to be used for Phase #5 for future Annual Installment calculations to avoid increasing the costs to be paid by Phase #5 for the Phases #2-9 Major Improvement Area Projects previously allocated to Phase #5 at the time of levying the Assessments for Phase #5 Improvements.

The 2022 revised total Equivalent Units for Phase #5 are shown in Table E-37 as calculated based on the actual Phase #5 development shown in Table E-15 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-37
Estimated Equivalent Units – Phase #5 – 2022 Revised

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One acre Lot)[1]	1	1.00	1.00
Lot Type 3 (86 Ft Lot)	58	0.49	28.42
Lot Type 7 (65 Ft Lot)	38	0.37	14.06
Total Equivalent Units	**97**		**43.48**

Note: These Equivalent Units will only be used to allocate the Additional Major Improvements to the Phase #5 Assessed Property as shown in Table V-D.

The total Equivalent Units for Phase #6 are shown in Table E-38 as calculated based on the proposed development for Phase #6 shown in Table E-16 and the 2022 revised Equivalent Unit factors shown in Table E-21.

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Table E-38
Estimated Equivalent Units – Phase #6

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 4 (74 Ft Lot)	61	0.43	26.23
Lot Type 5 (60 Ft Lot)	69	0.34	23.46
Lot Type 6 (50 Ft Lot)	61	0.29	17.69
Lot Type 8 (40 Ft Lot)	66	0.24	15.84
Total Equivalent Units	**257**		**83.22**

The total Equivalent Units for Phase #7 are shown in Table E-39 as calculated based on the proposed development for Phase #7 shown in Table E-16 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-38
Estimated Equivalent Units – Phase #7

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (One-acre Lot)	14	1.00	14.00
Lot Type 2 (100 Ft Lot)	54	0.65	35.10
Lot Type 3 (86 Ft Lot)	33	0.49	16.17
Lot Type 4 (74 Ft Lot)	39	0.43	16.77
Lot Type 7 (65 Ft Lot)	31	0.37	11.47
Total Equivalent Units	**171**		**93.51**

The total Equivalent Units for Phases #8-9 are shown in Table E-39 as calculated based on the proposed development for Phases #8-9 shown in Table E-16 and the 2022 revised Equivalent Unit factors shown in Table E-21.

Table E-39
Estimated Equivalent Units – Phases #8-9

Lot Type	No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 2 (100 Ft Lot)	2	0.65	1.30
Lot Type 3 (86 Ft Lot)	66	0.49	32.34
Lot Type 4 (74 Ft Lot)	44	0.43	18.92
Lot Type 7 (65 Ft Lot)	98	0.37	36.26
Lot Type 8 (40 Ft Lot)	7	0.24	1.68
Lot Type 9 (35 Ft Lot)	60	0.23	13.80
Total Equivalent Units	**277**		**104.30**

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C) Original Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-40, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated to all Parcels within Phase #1, was $9,000,000. As shown in Table E-22, there were a total of 334 residential units representing a total of 209.97 estimated original Equivalent Units for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $42,863.27.

The original Assessment per dwelling unit was calculated as the product of (i) $42,863.27 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,863.27 (i.e., $42,863.27 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,576.51 (i.e., $42,863.27 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,861.55 (i.e., $42,863.27 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,860.69 (i.e., $42,863.27 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,574.37 (i.e., $42,863.27 × 0.48). Table E-40 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-40
Assessment Per Unit – Phase #1 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,863.27	1.00	$42,863.27	per dwelling unit	$771,539
Lot Type 3 (86 Ft Lot)	47	$42,863.27	0.83	$35,576.51	per dwelling unit	$1,672,096
Lot Type 4 (74 Ft Lot)	56	$42,863.27	0.72	$30,861.55	per dwelling unit	$1,728,247
Lot Type 5 (60 Ft Lot)	104	$42,863.27	0.58	$24,860.69	per dwelling unit	$2,585,512
Lot Type 6 (50 Ft Lot)	109	$42,863.27	0.48	$20,574.37	per dwelling unit	$2,242,606
Total	**334**					**$9,000,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-41.

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Table E-41
Projected Leverage – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,863.27	3.97	19.25
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$35,576.51	3.14	19.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,861.55	3.12	19.18
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,860.69	3.14	19.31
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,574.37	3.16	19.44
Total	**334**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-42.

Table E-42
Estimated Tax Rate Equivalent Per Unit – Phase #1 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,911.54	$2.3009	$0.4741
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**334**					

D) 2016 Revised Allocation of Assessments to Lots within Phase #1 (Before Refunding)

As shown in Table E-43, the total amount of the Phase #1 Bonds, which represented the total Assessment originally allocated on all Parcels within Phase #1, was $9,000,000. As shown in Table E-23, there are a total of 335 residential units representing a total of 210.80 estimated 2016 revised Equivalent Units for the residential development in Phase #1, resulting in a 2016 revised Assessment per Equivalent Unit of $42,694.50.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $42,694.50 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $42,694.50 (i.e., $42,694.50 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $35,436.43 (i.e., $42,694.50 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $30,740.04 (i.e., $42,694.50 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $24,762.81 (i.e., $42,694.50× 0.58).

The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,493.36 (i.e., $42,694.50 × 0.48). Table E-43 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-43
Assessment Per Unit – Phase #1 – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$42,694.50	1.00	$42,694.50	per dwelling unit	$768,501
Lot Type 3 (86 Ft Lot)	48	$42,694.50	0.83	$35,436.43	per dwelling unit	$1,700,949
Lot Type 4 (74 Ft Lot)	56	$42,694.50	0.72	$30,740.04	per dwelling unit	$1,721,442
Lot Type 5 (60 Ft Lot)	104	$42,694.50	0.58	$24,762.81	per dwelling unit	$2,575,332
Lot Type 6 (50 Ft Lot)	109	$42,694.50	0.48	$20,493.36	per dwelling unit	$2,233,776
Total	**335**					**$9,000,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-44.

Table E-44
Projected Leverage – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$42,694.50	3.98	19.32
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$35,436.43	3.15	19.42
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$30,740.04	3.13	19.26
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$24,762.81	3.15	19.38
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$20,493.36	3.17	19.52
Total	**335**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-45.

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Table E-45
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$3,896.14	$2.2918	$0.4723
Lot Type 3 (86 Ft Lot)	48	$111,800	$688,000	$3,246.58	$2.9039	$0.4719
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$2,816.31	$2.9276	$0.4757
Lot Type 5 (60 Ft Lot)	104	$78,000	$480,000	$2,268.70	$2.9086	$0.4726
Lot Type 6 (50 Ft Lot)	109	$65,000	$400,000	$1,877.54	$2.8885	$0.4694
Total	**335**					

E) 2016 Revised Allocation of Assessments to Lots within Phase #1 (After Refunding)

As shown in Table E-46, the initial amount Phase #1 Refunding Bonds after refunding was $7,750,000 (representing the outstanding Phase #1 Assessments after the refunding related savings). The total outstanding Equivalent Units in Phase #1 at the time of the Phase #1 Refunding Bonds were issued was 208.91 after prepayments, resulting in an outstanding Assessment per Equivalent Unit of $37,097.31 at the time of refunding.

The outstanding Assessment per dwelling unit at the time of refunding was calculated as the product of (i) $37,097.31 multiplied by (ii) the applicable 2016 revised Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $37,097.31 (i.e., $37,097.31 × 1.00). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $30,790.77 (i.e., $37,097.31 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $26,710.07 (i.e., $37,097.31 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $21,516.44 (i.e., $37,097.31 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $17,806.71 (i.e., $37,097.31 × 0.48). Table E-46 sets forth the 2016 revised Assessment per dwelling unit for each of the five Lot Types in Phase #1.

Table E-46
Restated Assessment Per Unit – Phase #1 – 2016 Revised (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	18	$37,097.31	1.00	$37,097.31	per dwelling unit	$667,752
Lot Type 3 (86 Ft Lot)	47	$37,097.31	0.83	$30,790.77	per dwelling unit	$1,447,166
Lot Type 4 (74 Ft Lot)	56	$37,097.31	0.72	$26,710.07	per dwelling unit	$1,495,764
Lot Type 5 (60 Ft Lot)	103	$37,097.31	0.58	$21,516.44	per dwelling unit	$2,216,194
Lot Type 6 (50 Ft Lot)	108	$37,097.31	0.48	$17,806.71	per dwelling unit	$1,923,125
Total	**332**					**$7,750,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-47.

Table E-47
Projected Leverage – Phase #1 – 2016 Revised (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$37,097.31	4.58	22.24
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$30,790.77	3.63	22.34
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$26,710.07	3.60	22.16
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$21,516.44	3.63	22.31
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$17,806.71	3.65	22.46
Total	**332**					

The 2016 revised projected tax rate equivalent per unit calculated based on the 2016 revised average finished lot values and average home values for each Lot Type in Phase #1 is shown in Table E-48.

Table E-48
Estimated Tax Rate Equivalent Per Unit – Phase #1 – 2016 Revised (Before Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$170,000	$825,000	$2,717.98	$1.5988	$0.3295
Lot Type 3 (86 Ft Lot)	47	$111,800	$688,000	$2,255.92	$2.0178	$0.3279
Lot Type 4 (74 Ft Lot)	56	$96,200	$592,000	$1,956.94	$2.0342	$0.3306
Lot Type 5 (60 Ft Lot)	103	$78,000	$480,000	$1,576.43	$2.0211	$0.3284
Lot Type 6 (50 Ft Lot)	108	$65,000	$400,000	$1,304.63	$2.0071	$0.3262
Total	**332**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently, the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type in Phase #1 is shown in Table E-49.

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Table E-49
Updated Projected Leverage – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$37,097.31	10.78	53.91
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$30,790.77	6.33	31.67
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$26,710.07	6.36	31.82
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$21,516.44	6.37	31.84
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$17,806.71	6.57	32.85
Total	**332**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type in Phase #1 is shown in Table E-50.

Table E-50
Updated Estimated Tax Rate Equivalent Per Unit – Phase #1

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	18	$400,000	$2,000,000	$2,717.98	$0.6795	$0.1359
Lot Type 3 (86 Ft Lot)	47	$195,000	$975,000	$2,255.92	$1.1569	$0.2314
Lot Type 4 (74 Ft Lot)	56	$170,000	$850,000	$1,956.94	$1.1511	$0.2302
Lot Type 5 (60 Ft Lot)	103	$137,000	$685,000	$1,576.43	$1.1507	$0.2301
Lot Type 6 (50 Ft Lot)	108	$117,000	$585,000	$1,304.63	$1.1151	$0.2230
Total	**332**					

F) Original Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-51 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-25, there were a total of 1,465 residential units representing a total of 909.01 originally estimated Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $19,966.78.

The original Assessment per dwelling unit was calculated as the product of (i) $19,966.78 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $19,966.78 (i.e.,

$19,966.78 × 1.00). The original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,570.76 (i.e., $19,966.78 × 0.88). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,572.42 (i.e., $19,966.78 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,376.08 (i.e., $19,966.78 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,580.73 (i.e., $19,966.78 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,584.05 (i.e., $19,966.78 × 0.48). Table E-51 sets forth the original Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

Table E-51
Assessment Per Unit – Phases #2-9 Major Improvement Area – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	31	$19,966.78	1.00	$19,966.78	per dwelling unit	$618,970
Lot Type 2 (100 Ft Lot)	25	$19,966.78	0.88	$17,570.76	per dwelling unit	$439,269
Lot Type 3 (86 Ft Lot)	123	$19,966.78	0.83	$16,572.42	per dwelling unit	$2,038,408
Lot Type 4 (74 Ft Lot)	401	$19,966.78	0.72	$14,376.08	per dwelling unit	$5,764,808
Lot Type 5 (60 Ft Lot)	404	$19,966.78	0.58	$11,580.73	per dwelling unit	$4,678,615
Lot Type 6 (50 Ft Lot)	481	$19,966.78	0.48	$9,584.05	per dwelling unit	$4,609,929
Total	**1,465**					**$18,150,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-52.

Table E-52
Projected Leverage – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$19,966.78	8.51	41.32
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$17,570.76	7.40	41.26
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$16,572.42	6.75	41.51
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$14,376.08	6.69	41.18
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$11,580.73	6.74	41.45
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,584.05	6.78	41.74
Total	**1,465**					

The projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-53.

Table E-53
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	31	$170,000	$825,000	$1,872.48	$1.1015	$0.2270
Lot Type 2 (100 Ft Lot)	25	$130,000	$725,000	$1,647.78	$1.2675	$0.2273
Lot Type 3 (86 Ft Lot)	123	$111,800	$688,000	$1,554.16	$1.3901	$0.2259
Lot Type 4 (74 Ft Lot)	401	$96,200	$592,000	$1,348.18	$1.4014	$0.2277
Lot Type 5 (60 Ft Lot)	404	$78,000	$480,000	$1,086.04	$1.3924	$0.2263
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$898.79	$1.3828	$0.2247
Total	**1,465**					

G) 2016 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-54 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-26, there were a total of 1,437 residential units representing a total of 888.39 estimated 2016 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2016 revised Assessment per Equivalent Unit of $20,430.22.

The 2016 revised Assessment per dwelling unit was calculated as the product of (i) $20,430.22 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the 2016 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,430.22 (i.e., $20,430.22 × 1.00). The 2016 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $17,978.59 (i.e., $20,430.22 × 0.88). The 2016 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was $16,957.08 (i.e., $20,430.22 × 0.83). The 2016 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,709.76 (i.e., $20,430.22 × 0.72). The 2016 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,849.53 (i.e., $20,430.22 × 0.58). The 2016 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,806.50 (i.e., $20,430.22 × 0.48). Table E-54 sets forth the 2016 revised Assessment per dwelling unit for each of the six Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-54
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	30	$20,430.22	1.00	$20,430.22	per dwelling unit	$612,906
Lot Type 2 (100 Ft Lot)	18	$20,430.22	0.88	$17,978.59	per dwelling unit	$323,615
Lot Type 3 (86 Ft Lot)	115	$20,430.22	0.83	$16,957.08	per dwelling unit	$1,950,064
Lot Type 4 (74 Ft Lot)	402	$20,430.22	0.72	$14,709.76	per dwelling unit	$5,913,322
Lot Type 5 (60 Ft Lot)	391	$20,430.22	0.58	$11,849.53	per dwelling unit	$4,633,164
Lot Type 6 (50 Ft Lot)	481	$20,430.22	0.48	$9,806.50	per dwelling unit	$4,716,928
Total	**1,437**					**$18,150,000**

The 2016 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-55.

Table E-55
Projected Leverage – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$20,430.22	8.32	40.38
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$17,978.59	7.23	40.33
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$16,957.08	6.59	40.57
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$14,709.76	6.54	40.25
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$11,849.53	6.58	40.51
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$9,806.50	6.63	40.79
Total	**1,437**					

The 2016 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-56.

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Table E-56
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2016 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	30	$170,000	$825,000	$1,915.9389	$1.1270	$0.2322
Lot Type 2 (100 Ft Lot)	18	$130,000	$725,000	$1,686.0262	$1.2969	$0.2326
Lot Type 3 (86 Ft Lot)	115	$111,800	$688,000	$1,590.2293	$1.4224	$0.2311
Lot Type 4 (74 Ft Lot)	402	$96,200	$592,000	$1,379.4760	$1.4340	$0.2330
Lot Type 5 (60 Ft Lot)	391	$78,000	$480,000	$1,111.2445	$1.4247	$0.2315
Lot Type 6 (50 Ft Lot)	481	$65,000	$400,000	$919.6507	$1.4148	$0.2299
Total	**1,437**					

H) 2021 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area

As shown in Table E-57 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-27, there were a total of 1,389 residential units representing a total of 883.39 estimated 2021 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in a 2021 revised Assessment per Equivalent Unit of $20,545.85.

The 2021 revised Assessment per dwelling unit was calculated as the product of (i) $20,545.85 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the 2021 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit was $20,545.85 (i.e., $20,545.85 × 1.00). The 2021 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit was $18,080.35 (i.e., $20,545.85 × 0.88). The 2021 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit was 17,053.06 (i.e., $20,545.85 × 0.83). The 2021 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit was $14,793.01 (i.e., $20,545.85 × 0.72). The 2021 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit was $11,916.59 (i.e., $20,545.85 × 0.58). The 2021 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit was $9,862.01 (i.e., $20,545.85 × 0.48). The 2021 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit was $13,354.80 (i.e., $20,545.85 × 0.65). Table E-57 sets forth the 2021 revised Assessment per dwelling unit for each of the seven Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-57
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	14	$20,545.85	1.00	$20,545.85	per dwelling unit	$287,642
Lot Type 2 (100 Ft Lot)	58	$20,545.85	0.88	$18,080.35	per dwelling unit	$1,048,660
Lot Type 3 (86 Ft Lot)	214	$20,545.85	0.83	$17,053.06	per dwelling unit	$3,649,354
Lot Type 4 (74 Ft Lot)	319	$20,545.85	0.72	$14,793.01	per dwelling unit	$4,718,971
Lot Type 5 (60 Ft Lot)	230	$20,545.85	0.58	$11,916.59	per dwelling unit	$2,740,817
Lot Type 6 (50 Ft Lot)	485	$20,545.85	0.48	$9,862.01	per dwelling unit	$4,783,074
Lot Type 7 (65 Ft Lot)	69	$20,545.85	0.65	$13,354.80	per dwelling unit	$921,481
Total	**1,389**					**$18,150,000**

The 2021 revised projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-58.

Table E-58
Projected Leverage – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$20,545.85	8.27	40.15
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$18,080.35	7.19	40.10
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$17,053.06	6.56	40.34
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$14,793.01	6.50	40.02
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$11,916.59	6.55	40.28
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$9,862.01	6.59	40.56
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$13,354.80	6.54	40.21
Total	**1,389**					

The 2021 revised projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-59.

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Table E-59
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2021 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	14	$170,000	$825,000	$1,887	$1.1097	$0.2287
Lot Type 2 (100 Ft Lot)	58	$130,000	$725,000	$1,660	$1.2770	$0.2290
Lot Type 3 (86 Ft Lot)	214	$111,800	$688,000	$1,566	$1.4005	$0.2276
Lot Type 4 (74 Ft Lot)	319	$96,200	$592,000	$1,358	$1.4119	$0.2294
Lot Type 5 (60 Ft Lot)	230	$78,000	$480,000	$1,094	$1.4028	$0.2280
Lot Type 6 (50 Ft Lot)	485	$65,000	$400,000	$906	$1.3931	$0.2264
Lot Type 7 (65 Ft Lot)	69	$87,300	$537,000	$1,226	$1.4046	$0.2283
Total	**1,389**					

I) 2022 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area (Before Refunding)

As shown in Table E-60 the total amount of the Phases #2-9 Major Improvement Area Bonds and obligation under the Reimbursement Agreement, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $18,150,000. As shown in Table E-28, there were a total of 1,366 residential units representing a total of 534.07 estimated 2022 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $33,984.31.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $33,984.31 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit is $33,984.31 (i.e., $33,984.31 × 1.00). The 2022 revised Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $22,089.80 (i.e., $33,984.31 × 0.65). The 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $16,652.31 (i.e., $33,984.31 × 0.49). The 2022 revised Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $14,634.08 (i.e., $33,984.31 × 0.43). The 2022 revised Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $11,554.67 (i.e., $33,984.31 × 0.34). The 2022 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $9,855.45 (i.e., $33,984.31 × 0.29). The 2022 revised Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $12,574.19 (i.e., $33,984.31 × 0.37). The 2022 revised Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $8,156.23 (i.e., $33,984.31 × 0.24). The 2022 revised Assessment for a Lot Type 9 (35 Ft Lot) dwelling unit is $7,816.39 (i.e., $33,984.31 × 0.23). Table E-60 sets forth the 2022 revised Assessment per dwelling unit for each of the nine Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-60
Assessment Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	15	$33,976.67	1.00	$33,976.67	per dwelling unit	$509,650
Lot Type 2 (100 Ft Lot)	58	$33,976.67	0.65	$22,084.84	per dwelling unit	$1,280,921
Lot Type 3 (86 Ft Lot)	234	$33,976.67	0.49	$16,648.57	per dwelling unit	$3,895,766
Lot Type 4 (74 Ft Lot)	304	$33,976.67	0.43	$14,609.97	per dwelling unit	$4,441,431
Lot Type 5 (60 Ft Lot)	221	$33,976.67	0.34	$11,552.07	per dwelling unit	$2,553,007
Lot Type 6 (50 Ft Lot)	234	$33,976.67	0.29	$9,853.24	per dwelling unit	$2,305,657
Lot Type 7 (65 Ft Lot)	167	$33,976.67	0.37	$12,571.37	per dwelling unit	$2,099,419
Lot Type 8 (40 Ft Lot)	73	$33,976.67	0.24	$8,154.40	per dwelling unit	$595,271
Lot Type 9 (35 Ft Lot)	60	$33,976.67	0.23	$7,814.64	per dwelling unit	$468,878
Total	**1,366**					**$18,150,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-61.

Table E-61
Projected Leverage – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$33,976.67	11.77	58.86
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$22,084.84	11.77	58.86
Lot Type 3 (86 Ft Lot)	234	$195,000	$975,000	$16,648.57	11.71	58.56
Lot Type 4 (74 Ft Lot)	304	$170,000	$850,000	$14,609.97	11.64	58.18
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$11,552.07	11.86	59.30
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$9,853.24	11.87	59.37
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$12,571.37	11.69	58.47
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$8,154.40	11.65	58.25
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$7,814.64	11.52	57.58
Total	**1,366**					

The 2022 revised projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-62.

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Table E-62
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	15	$400,000	$2,000,000	$3,118	$0.7796	$0.1559
Lot Type 2 (100 Ft Lot)	58	$260,000	$1,300,000	$2,027	$0.7796	$0.1559
Lot Type 3 (86 Ft Lot)	234	$195,000	$975,000	$1,528	$0.7836	$0.1567
Lot Type 4 (74 Ft Lot)	304	$170,000	$850,000	$1,341	$0.7888	$0.1578
Lot Type 5 (60 Ft Lot)	221	$137,000	$685,000	$1,060	$0.7739	$0.1548
Lot Type 6 (50 Ft Lot)	234	$117,000	$585,000	$904	$0.7729	$0.1546
Lot Type 7 (65 Ft Lot)	167	$147,000	$735,000	$1,154	$0.7849	$0.1570
Lot Type 8 (40 Ft Lot)	73	$95,000	$475,000	$748	$0.7878	$0.1576
Lot Type 9 (35 Ft Lot)	60	$90,000	$450,000	$717	$0.7969	$0.1594
Total	**1,366**					

J) 2024 Revised Allocation of Assessments to Lot Types in the Phases #2-9 Major Improvement Area (After Refunding)

As shown in Table E-63 the total amount of the Phases #2-9 Refunding and Improvement Bonds, which represents the total Assessment allocated on all Parcels within the Phases #2-9 Major Improvement Area, is $11,515,000. As shown in Table E-28.2, there were a total of 1,251 residential units representing a total of 488.06 estimated 2024 revised Equivalent Units for the residential development in the Phases #2-9 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $23,593.41.

The updated Assessment per dwelling unit was calculated as the product of (i) $23,593.41 multiplied by (ii) the applicable 2024 revised Equivalent Unit value for each Lot Type. For example, the updated Assessment for a Lot Type 1 (One-Acre Lot) dwelling unit is $23,593.41 (i.e., $23,593.41 × 1.00). The updated Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $15,335.72 (i.e., $23,593.41 × 0.65). The updated Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $11,560.77 (i.e., $23,593.41 × 0.49). The updated Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $10,145.17 (i.e., $23,593.41 × 0.43). The updated Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $8,021.76 (i.e., $23,593.41 × 0.34). The 2022 revised Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $6,842.09 (i.e., $23,593.41 × 0.29). The updated Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $8,729.56 (i.e., $23,593.41 × 0.37). The 2024 revised Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $5,662.42 (i.e., $23,593.41 × 0.24). The updated Assessment for a Lot Type 9 (35 Ft Lot) dwelling unit is $5,426.48 (i.e., $23,593.41 × 0.23). Table E-60 sets forth the updated Assessment per dwelling unit for each of the nine Lot Types in the Phases #2-9 Major Improvement Area.

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Table E-63
Assessment Per Unit – Phases #2-9 Major Improvement Area – After Refunding

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	15	$23,593.41	1.00	$23,593.41	per dwelling unit	$353,901
Lot Type 2 (100 Ft Lot)	60	$23,593.41	0.65	$15,335.72	per dwelling unit	$920,143
Lot Type 3 (86 Ft Lot)	223	$23,593.41	0.49	$11,560.77	per dwelling unit	$2,578,052
Lot Type 4 (74 Ft Lot)	226	$23,593.41	0.43	$10,145.17	per dwelling unit	$2,292,808
Lot Type 5 (60 Ft Lot)	208	$23,593.41	0.34	$8,021.76	per dwelling unit	$1,668,526
Lot Type 6 (50 Ft Lot)	227	$23,593.41	0.29	$6,842.09	per dwelling unit	$1,553,154
Lot Type 7 (65 Ft Lot)	166	$23,593.41	0.37	$8,729.56	per dwelling unit	$1,449,107
Lot Type 8 (40 Ft Lot)	66	$23,593.41	0.24	$5,662.42	per dwelling unit	$373,720
Lot Type 9 (35 Ft Lot)	60	$23,593.41	0.23	$5,426.48	per dwelling unit	$325,589
Total	**1,251**					**$11,515,000**

The updated projected leverage calculated based on the updated estimated finished lot values and home values for each Lot Type is shown in Table E-64.

Table E-64
Projected Leverage – Phases #2-9 Major Improvement Area – After Refunding

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	15	$575,000	$2,875,000	$23,593.41	24.37	121.86
Lot Type 2 (100 Ft Lot)	60	$209,812	$1,049,061	$15,335.72	13.68	68.41
Lot Type 3 (86 Ft Lot)	223	$215,746	$1,078,731	$11,560.77	18.66	93.31
Lot Type 4 (74 Ft Lot)	226	$185,649	$928,246	$10,145.17	18.30	91.50
Lot Type 5 (60 Ft Lot)	208	$141,281	$706,407	$8,021.76	17.61	88.06
Lot Type 6 (50 Ft Lot)	227	$109,481	$547,406	$6,842.09	16.00	80.01
Lot Type 7 (65 Ft Lot)	166	$165,977	$829,883	$8,729.56	19.01	95.07
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$5,662.42	16.78	83.89
Lot Type 9 (35 Ft Lot)	60	$104,000	$520,000	$5,426.48	19.17	95.83
Total	**1,251**					

The updated projected tax rate equivalent per unit calculated based on the updated average finished lot values and average home values for each Lot Type in the Phases #2-9 Major Improvement Area is shown in Table E-65.

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Table E-65
Estimated Tax Rate Equivalent Per Unit – Phases #2-9 Major Improvement Area – After Refunding

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	15	$575,000	$2,875,000	$4,407	$0.7664	$0.1533
Lot Type 2 (100 Ft Lot)	60	$209,812	$1,049,061	$2,864	$1.3653	$0.2731
Lot Type 3 (86 Ft Lot)	223	$215,746	$1,078,731	$2,159	$1.0009	$0.2002
Lot Type 4 (74 Ft Lot)	226	$185,649	$928,246	$1,895	$1.0207	$0.2041
Lot Type 5 (60 Ft Lot)	208	$141,281	$706,407	$1,498	$1.0605	$0.2121
Lot Type 6 (50 Ft Lot)	227	$109,481	$547,406	$1,278	$1.1673	$0.2335
Lot Type 7 (65 Ft Lot)	166	$165,977	$829,883	$1,631	$0.9824	$0.1965
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$1,058	$1.1133	$0.2227
Lot Type 9 (35 Ft Lot)	60	$104,000	$520,000	$1,014	$0.9746	$0.1949
Total	**1,251**					

K) Original Allocation of Assessments to Lots within Phase #2

As shown in Table E-66, the total amount of the Reimbursement Agreement for Phase #2, which represents the original total Assessment to be allocated on all Parcels within Phase #2, is $5,300,000. As shown in Table E-29, there are a total of 360 residential units representing a total of 214.67 estimated original Equivalent Units for the residential development in Phase #2, resulting in an original Assessment per Equivalent Unit of $24,689.06.

The original Assessment per dwelling unit was calculated as the product of (i) $24,689.06 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $21,726.37 (i.e., $24,689.06 × 1.00). The original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $20,491.92 (i.e., $24,689.06 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $17,776.12 (i.e., $24,689.06 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $14,319.65 (i.e., $24,689.06 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $11,850.75 (i.e., $24,689.06 × 0.48). Table E-66 sets forth the original Assessment per dwelling unit for each of the five Lot Types in Phase #2.

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Table E-66
Assessment Per Unit – Phase #2 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	4	$24,689.06	0.88	$21,726.37	per dwelling unit	$86,905
Lot Type 3 (86 Ft Lot)	49	$24,689.06	0.83	$20,491.92	per dwelling unit	$1,004,104
Lot Type 4 (74 Ft Lot)	68	$24,689.06	0.72	$17,776.12	per dwelling unit	$1,208,776
Lot Type 5 (60 Ft Lot)	68	$24,689.06	0.58	$14,319.65	per dwelling unit	$973,736
Lot Type 6 (50 Ft Lot)	171	$24,689.06	0.48	$11,850.75	per dwelling unit	$2,026,478
Total	**360**					**$5,300,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-67.

Table E-67
Projected Leverage – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$21,726.37	5.98	33.37
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$20,491.92	5.46	33.57
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$17,776.12	5.41	33.30
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$14,319.65	5.45	33.52
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$11,850.75	5.48	33.75
Total	**360**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table E-68.

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Table E-68
Estimated Tax Rate Equivalent Per Unit – Phase #2 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$130,000	$725,000	$3,477.07	$2.6747	$0.4796
Lot Type 3 (86 Ft Lot)	49	$111,800	$688,000	$3,279.51	$2.9334	$0.4767
Lot Type 4 (74 Ft Lot)	68	$96,200	$592,000	$2,844.88	$2.9573	$0.4806
Lot Type 5 (60 Ft Lot)	68	$78,000	$480,000	$2,291.71	$2.9381	$0.4774
Lot Type 6 (50 Ft Lot)	171	$65,000	$400,000	$1,896.58	$2.9178	$0.4741
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-69.

Table E-69
Updated Projected Leverage – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$21,726.37	11.97	59.84
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$20,491.92	9.52	47.58
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$17,776.12	9.56	47.82
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$14,319.65	9.57	47.84
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$11,850.75	9.87	49.36
Total	**360**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-70.

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Table E-70
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #2

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$260,000	$1,300,000	$3,477.07	$1.3373	$0.2675
Lot Type 3 (86 Ft Lot)	49	$195,000	$975,000	$3,279.51	$1.6818	$0.3364
Lot Type 4 (74 Ft Lot)	68	$170,000	$850,000	$2,844.88	$1.6735	$0.3347
Lot Type 5 (60 Ft Lot)	68	$137,000	$685,000	$2,291.71	$1.6728	$0.3346
Lot Type 6 (50 Ft Lot)	171	$117,000	$585,000	$1,896.58	$1.6210	$0.3242
Total	**360**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

L) Updated Allocation of Assessments to Lots within Phase #2 (After Refunding)

As shown in Table E-71, the total amount of the Phases #2-9 Refunding and Improvement Bonds for the Phase #2 Improvements, which represents the updated total Assessment to be allocated on all Parcels within Phase #2, is $4,260,000. There are a total of 322 residential units representing a total of 188.61 updated Equivalent Units for the residential development in Phase #2, resulting in an updated Assessment per Equivalent Unit of $22,586.29.

The updated Assessment per dwelling unit was calculated as the product of (i) $22,586.29 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the updated Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $19,875.93 (i.e., $22,586.29 × 0.88). The updated Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $18,746.62 (i.e., $22,586.29 × 0.83). The updated Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $16,262.13 (i.e., $22,586.29 × 0.72). The updated Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $13,100.05 (i.e., $22,586.29 × 0.58). The updated Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $10,841.42 (i.e., $22,586.29 × 0.48). Table E-71 sets forth the updated Assessment per dwelling unit for each of the five Lot Types in Phase #2.

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Table E-71
Assessment Per Unit – Phase #2 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 2 (100 Ft Lot)	4	$22,586.29	0.88	$19,875.93	per dwelling unit	$79,504
Lot Type 3 (86 Ft Lot)	43	$22,586.29	0.83	$18,746.62	per dwelling unit	$806,105
Lot Type 4 (74 Ft Lot)	45	$22,586.29	0.72	$16,262.13	per dwelling unit	$731,796
Lot Type 5 (60 Ft Lot)	66	$22,586.29	0.58	$13,100.05	per dwelling unit	$864,603
Lot Type 6 (50 Ft Lot)	164	$22,586.29	0.48	$10,841.42	per dwelling unit	$1,777,993
Total	**322**					**$4,260,000**

The updated projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-72.

Table E-72
Projected Leverage – Phase #2 – (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	4	$209,812	$1,049,061	$19,875.93	10.56	52.78
Lot Type 3 (86 Ft Lot)	43	$215,746	$1,078,731	$18,746.62	11.51	57.54
Lot Type 4 (74 Ft Lot)	45	$185,649	$928,246	$16,262.13	11.42	57.08
Lot Type 5 (60 Ft Lot)	66	$141,281	$706,407	$13,100.05	10.78	53.92
Lot Type 6 (50 Ft Lot)	164	$109,481	$547,406	$10,841.42	10.10	50.49
Total	**322**					

The updated projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #2 is shown in Table E-73.

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Table E-73
Estimated Tax Rate Equivalent Per Unit – Phase #2 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	4	$209,812	$1,049,061	$1,819.02	$0.8670	$0.1734
Lot Type 3 (86 Ft Lot)	43	$215,746	$1,078,731	$1,715.67	$0.7952	$0.1590
Lot Type 4 (74 Ft Lot)	45	$185,649	$928,246	$1,488.29	$0.8017	$0.1603
Lot Type 5 (60 Ft Lot)	66	$141,281	$706,407	$1,198.90	$0.8486	$0.1697
Lot Type 6 (50 Ft Lot)	164	$109,481	$547,406	$992.19	$0.9063	$0.1813
Total	**322**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #2 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #2.

M) Original Allocation of Assessments to Lots within Phase #3

As shown in Table E-74, the total amount of the Reimbursement Agreement for Phase #3, which represents the original total Assessment to be allocated on all Parcels within Phase #3, is $3,700,000. As shown in Table E-31, there are a total of 195 residential units representing a total of 131.67 estimated updated Equivalent Units for the residential development in Phase #3, resulting in an original Assessment per Equivalent Unit of $28,100.55.

The original Assessment per dwelling unit was calculated as the product of (i) $28,100.55 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,323.46 (i.e., $28,100.55 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,232.40 (i.e., $28,100.55 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,298.32 (i.e., $28,100.55 × 0.58). Table E-74 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #3.

Table E-74
Assessment Per Unit – Phase #3 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	25	$28,100.55	0.83	$23,323.46	per dwelling unit	$583,087
Lot Type 4 (74 Ft Lot)	88	$28,100.55	0.72	$20,232.40	per dwelling unit	$1,780,451
Lot Type 5 (60 Ft Lot)	82	$28,100.55	0.58	$16,298.32	per dwelling unit	$1,336,462
Total	**195**					**$3,700,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-75.

Table E-75
Projected Leverage – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$23,323.46	4.79	29.50
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$20,232.40	4.75	29.26
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$16,298.32	4.79	29.45
Total	**195**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #3 is shown in Table E-76.

Table E-76
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$111,800	$688,000	$3,331.01	$2.9794	$0.4842
Lot Type 4 (74 Ft Lot)	88	$96,200	$592,000	$2,889.55	$3.0037	$0.4881
Lot Type 5 (60 Ft Lot)	82	$78,000	$480,000	$2,327.69	$2.9842	$0.4849
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-77.

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Table E-77
Updated Projected Leverage – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$23,323.46	8.36	41.80
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$20,232.40	8.40	42.01
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$16,298.32	8.41	42.03
Total	**195**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-78.

Table E-78
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #3

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	25	$195,000	$975,000	$3,331.01	$1.7082	$0.3416
Lot Type 4 (74 Ft Lot)	88	$170,000	$850,000	$2,889.55	$1.6997	$0.3399
Lot Type 5 (60 Ft Lot)	82	$137,000	$685,000	$2,327.69	$1.6990	$0.3398
Total	**195**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

N) Updated Allocation of Assessments to Lots within Phase #3 (After Refunding)

As shown in Table E-79, the total amount of the Phases #2-9 Refunding and Improvement Bonds for the Phase #3 Improvements, which represents the updated total Assessment to be allocated on all Parcels within Phase #3, is $2,923,000 There are a total of 157 residential units representing a total of 104.90 estimated updated Equivalent Units for the residential development in Phase #3, resulting in an original Assessment per Equivalent Unit of $27,864.63.

The updated Assessment per dwelling unit was calculated as the product of (i) $27,864.63 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the updated Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,127.65 (i.e., $27,864.63 × 0.83). The updated Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,062.54 (i.e., $27,864.63 × 0.72). The updated Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is

$16,161.49 (i.e., $27,864.63 × 0.58). Table E-79 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #3.

Table E-79
Assessment Per Unit – Phase #3 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	24	$27,864.63	0.83	$23,127.65	per dwelling unit	$555,063
Lot Type 4 (74 Ft Lot)	56	$27,864.63	0.72	$20,062.54	per dwelling unit	$1,123,502
Lot Type 5 (60 Ft Lot)	77	$27,864.63	0.58	$16,161.49	per dwelling unit	$1,244,435
Total	**157**					**$2,923,000**

The updated projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-80.

Table E-80
Projected Leverage – Phase #3 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	24	$215,746	$1,078,731	$23,127.65	9.33	46.64
Lot Type 4 (74 Ft Lot)	56	$185,649	$928,246	$20,062.54	9.25	46.27
Lot Type 5 (60 Ft Lot)	77	$141,281	$706,407	$16,161.49	8.74	43.71
Total	**157**					

The updated projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #3 is shown in Table E-81.

Table E-81
Estimated Tax Rate Equivalent Per Unit – Phase #3 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	24	$215,746	$1,078,731	$2,145.14	$0.9943	$0.1989
Lot Type 4 (74 Ft Lot)	56	$185,649	$928,246	$1,860.84	$1.0023	$0.2005
Lot Type 5 (60 Ft Lot)	77	$141,281	$706,407	$1,499.01	$1.0610	$0.2122
Total	**157**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #3 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #3.

O) Original Allocation of Assessments to Lots within Phase #4

As shown in Table E-82, the total amount of the Reimbursement Agreement for Phase #4, which represents the original total Assessment to be allocated on all Parcels within Phase #4, is $167,000. As shown in Table E-33, there are a total of 9 residential units representing a total of 5.94 estimated original Equivalent Units for the residential development in Phase #4, resulting in an original Assessment per Equivalent Unit of $28,114.48.

The original Assessment per dwelling unit was calculated as the product of (i) $28,114.48 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $23,335.02. (i.e., $28,114.48 × 0.83). The original Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $20,242.42 (i.e., $28,114.48 × 0.72). The original Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,306.40 (i.e., $28,114.48 × 0.58). The original Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $13,494.95 (i.e., $28,114.48 × 0.48). Table E-82 sets forth the original Assessment per dwelling unit for each of the four Lot Types in Phase #4.

Table E-82
Assessment Per Unit – Phase #4 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	2	$28,114.48	0.83	$23,335.02	per dwelling unit	$46,670
Lot Type 4 (74 Ft Lot)	3	$28,114.48	0.72	$20,242.42	per dwelling unit	$60,727
Lot Type 5 (60 Ft Lot)	2	$28,114.48	0.58	$16,306.40	per dwelling unit	$32,613
Lot Type 6 (50 Ft Lot)	2	$28,114.48	0.48	$13,494.95	per dwelling unit	$26,990
Total	**9**					**$167,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-83.

Table E-83
Projected Leverage – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$23,335.02	4.79	29.48
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$20,242.42	4.75	29.25
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$16,306.40	4.78	29.44
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$13,494.95	4.82	29.64
Total	**9**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #4 is shown in Table E-84.

Table E-84
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$111,800	$688,000	$3,286.83	$2.9399	$0.4777
Lot Type 4 (74 Ft Lot)	3	$96,200	$592,000	$2,851.22	$2.9638	$0.4816
Lot Type 5 (60 Ft Lot)	2	$78,000	$480,000	$2,296.82	$2.9446	$0.4785
Lot Type 6 (50 Ft Lot)	2	$65,000	$400,000	$1,900.82	$2.9243	$0.4752
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. The updated projected leverage calculated based on the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-85.

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Table E-85
Updated Projected Leverage – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$23,335.02	8.36	41.78
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$20,242.42	8.40	41.99
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$16,306.40	8.40	42.01
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$13,494.95	8.67	43.35
Total	**9**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. The updated projected tax rate equivalent per unit calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-86.

Table E-86
Updated Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #4

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$195,000	$975,000	$3,287	$1.6856	$0.3371
Lot Type 4 (74 Ft Lot)	3	$170,000	$850,000	$2,851	$1.6772	$0.3354
Lot Type 5 (60 Ft Lot)	2	$137,000	$685,000	$2,297	$1.6765	$0.3353
Lot Type 6 (50 Ft Lot)	2	$117,000	$585,000	$1,901	$1.6246	$0.3249
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

P) Allocation of Assessments to Lots within Phase #4 (After Refunding)

As shown in Table E-87, the total amount of Phases #2-9 Refunding and Improvement Bonds for the Phase #4 Improvements, which represents the updated total Assessment to be allocated on all Parcels within Phase #4, is $164,000. There are a total of 9 residential units representing a total of 5.94 estimated Equivalent Units for the residential development in Phase #4, resulting in an original Assessment per Equivalent Unit of $27,609.43.

The updated Assessment per dwelling unit was calculated as the product of (i) $27,609.43 multiplied by (ii) the applicable original Equivalent Unit value for each Lot Type. For example, the updated Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $22,915.82 (i.e., $27,609.43 × 0.83). The updated Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $19,878.79 (i.e.,

$27,609.43 × 0.72). The updated Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $16,013.47 (i.e., $27,609.43 × 0.58). The updated Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $13,252.53 (i.e., $27,609.43 × 0.48). Table E-87 sets forth the original Assessment per dwelling unit for each of the four Lot Types in Phase #4.

Table E-87
Assessment Per Unit – Phase #4 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	2	$27,609.43	0.83	$22,915.82	per dwelling unit	$45,832
Lot Type 4 (74 Ft Lot)	3	$27,609.43	0.72	$19,878.79	per dwelling unit	$59,636
Lot Type 5 (60 Ft Lot)	2	$27,609.43	0.58	$16,013.47	per dwelling unit	$32,027
Lot Type 6 (50 Ft Lot)	2	$27,609.43	0.48	$13,252.53	per dwelling unit	$26,505
Total	**9**					**$164,000**

The updated projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-88.

Table E-88
Projected Leverage – Phase #4 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	2	$215,746	$1,078,731	$22,915.82	9.41	47.07
Lot Type 4 (74 Ft Lot)	3	$185,649	$928,246	$19,878.79	9.34	46.70
Lot Type 5 (60 Ft Lot)	2	$141,281	$706,407	$16,013.47	8.82	44.11
Lot Type 6 (50 Ft Lot)	2	$109,481	$547,406	$13,252.53	8.26	41.31
Total	**9**					

The updated projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #4 is shown in Table E-89.

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Table E-89
Estimated Tax Rate Equivalent Per Unit – Phase #4 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	2	$215,746	$1,078,731	$2,128	$0.9865	$0.1973
Lot Type 4 (74 Ft Lot)	3	$185,649	$928,246	$1,846	$0.9944	$0.1989
Lot Type 5 (60 Ft Lot)	2	$141,281	$706,407	$1,487	$1.0527	$0.2105
Lot Type 6 (50 Ft Lot)	2	$109,481	$547,406	$1,231	$1.1242	$0.2248
Total	**9**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #4 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #4.

Q) Original Allocation of Assessments to Lots within Phase #5

As shown in Table E-90, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-35, there were a total of 96 residential units representing a total of 73.20 estimated original Equivalent Units for the residential development in Phase #5, resulting in an original Assessment per Equivalent Unit of $34,289.62.

The original Assessment per dwelling unit was calculated as the product of (i) $34,289.62 multiplied by (ii) the applicable 2021 revised Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,460.38 (i.e., $34,289.62 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,288.25 (i.e., $34,289.62 × 0.65). Table E-90 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-90
Assessment Per Unit – Phase #5 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	60	$34,289.62	0.83	$28,460.38	per dwelling unit	$1,707,623
Lot Type 7 (65 Ft Lot)	36	$34,289.62	0.65	$22,288.25	per dwelling unit	$802,377
Total	**96**					**$2,510,000**

The original projected leverage calculated based on the original estimated finished lot values and home values for each Lot Type is shown in Table E-91.

Table E-91
Projected Leverage – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$28,460.38	3.93	24.17
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$22,288.25	3.92	24.09
Total	**96**					

The original projected tax rate equivalent per unit calculated based on the original average finished lot values and average home values for each Lot Type in Phase #5 is shown in Table E-92.

Table E-92
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	60	$111,800	$688,000	$3,667.28	$3.2802	$0.5330
Lot Type 7 (65 Ft Lot)	36	$87,300	$537,000	$2,871.97	$3.2898	$0.5348
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

R) 2022 Revised Allocation of Assessments to Lots within Phase #5

As shown in Table E-93, the total amount of the Reimbursement Agreement for Phase #5, which represents the original total Assessment to be allocated on all Parcels within Phase #5, is $2,510,000. As shown in Table E-36, there are a total of 96 residential units representing a total of 72.84 estimated 2022 revised Equivalent Units for the residential development in Phase #5, resulting in a 2022 revised Assessment per Equivalent Unit of $34,459.09.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $34,459.09 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the 2022 revised Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,601.04 (i.e., $34,459.09 × 0.83). The original Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,398.41 (i.e., $34,459.09 × 0.65). Table E-93 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

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Table E-93
Assessment Per Unit – Phase #5 – 2022 Revised

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	58	$34,459.09	0.83	$28,601.04	per dwelling unit	$1,658,861
Lot Type 7 (65 Ft Lot)	38	$34,459.09	0.65	$22,398.41	per dwelling unit	$851,139
Total	**96**					**$2,510,000**

The 2022 revised projected leverage calculated based on the 2022 revised estimated finished lot value, home value, and revised lot count. As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and estimated average home values have been updated in 2022. In addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected leverage calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-94.

Table E-94
Projected Leverage – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$28,601.04	6.82	34.09
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$22,398.41	6.56	32.81
Total	**96**					

As shown in Table E-21, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated in 2022. In addition, the actual lot count for each Lot Type within Phase #5 has been updated by the Developer based on the final plat. The updated projected tax rate equivalent per unit calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-95.

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Table E-95
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #5 – 2022 Revised

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	58	$195,000	$975,000	$3,667	$1.8807	$0.3761
Lot Type 7 (65 Ft Lot)	38	$147,000	$735,000	$2,872	$1.9537	$0.3907
Total	**96**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

S) 2022 Revised Allocation of Assessments to Lots within Phase #5 (After Refunding)

As shown in Table E-96, the total amount of the Phases #2-9 Refunding and Improvement Bonds for Phase #5, which represents the updated total Assessment to be allocated on all Parcels within Phase #5, is $2,395,000. There are a total of 93 residential units representing a total of 69.70 estimated 2022 revised Equivalent Units for the residential development in Phase #5, resulting in an updated Assessment per Equivalent Unit of $34,361.55.

The updated Assessment per dwelling unit was calculated as the product of (i) $34,361.55 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the updated Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $28,520.09 (i.e., $34,361.55 × 0.83). The updated Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $22,335.01 (i.e., $34,361.55 × 0.65). Table E-96 sets forth the original Assessment per dwelling unit for each of the two Lot Types in Phase #5.

Table E-96
Assessment Per Unit – Phase #5 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 3 (86 Ft Lot)	55	$34,361.55	0.83	$28,520.09	per dwelling unit	$1,568,605
Lot Type 7 (65 Ft Lot)	37	$34,361.55	0.65	$22,335.01	per dwelling unit	$826,395
Total	**92**					**$2,395,000**

The updated projected leverage calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-97.

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Table E-97
Projected Leverage – Phase #5 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 3 (86 Ft Lot)	55	$215,746	$1,078,731	$28,520.09	7.56	37.82
Lot Type 7 (65 Ft Lot)	37	$165,977	$829,883	$22,335.01	7.43	37.16
Total	**92**					

The updated projected tax rate equivalent per unit calculated based on the actual lot count, the 2022 revised estimated finished Lot values and home values for each Lot Type is shown in Table E-98.

Table E-98
Estimated Tax Rate Equivalent Per Unit – Phase #5 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (86 Ft Lot)	55	$215,746	$1,078,731	$2,545	$1.1795	$0.2359
Lot Type 7 (65 Ft Lot)	37	$165,977	$829,883	$1,993	$1.2007	$0.2401
Total	**92**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #5 Improvements and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #5.

T) Original Allocation of Assessments to Lots within Phase #6

As shown in Table E-99, the original total amount of the Reimbursement Agreement for Phase #6, which represents the total Assessment to be allocated on all Parcels within Phase #6, is $5,967,861. As shown in Table E-37, there are a total of 257 residential units representing a total of 83.22 estimated Equivalent Units for the residential development in Phase #6, resulting in an Assessment per Equivalent Unit of $71,711.86.

The original Assessment per dwelling unit was calculated as the product of (i) $71,711.86 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $30,836.10 (i.e., $71,711.86 × 0.43). The Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $24,382.03 (i.e., $71,711.86 × 0.34). The Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,796.44 (i.e., $71,711.86 × 0.29). The Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $17,210.85 (i.e., $71,711.86 × 0.24). Table E-99 sets forth the Assessment per dwelling unit for each of the four Lot Types in Phase #6.

Table E-99
Assessment Per Unit – Phase #6 – Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 4 (74 Ft Lot)	61	$71,711.86	0.43	$30,836.10	per dwelling unit	$1,881,002
Lot Type 5 (60 Ft Lot)	69	$71,711.86	0.34	$24,382.03	per dwelling unit	$1,682,360
Lot Type 6 (50 Ft Lot)	61	$71,711.86	0.29	$20,796.44	per dwelling unit	$1,268,583
Lot Type 8 (40 Ft Lot)	66	$71,711.86	0.24	$17,210.85	per dwelling unit	$1,135,916
Total	**257**					**$5,967,861**

The original projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-100.

Table E-100
Projected Leverage – Phase #6 - Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$30,836.10	5.51	27.57
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$24,382.03	5.62	28.09
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$20,796.44	5.63	28.13
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$17,210.85	5.52	27.60
Total	**257**					

The original projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #6 is shown in Table E-101.

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Table E-101
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #6 - Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (74 Ft Lot)	61	$170,000	$850,000	$3,111.07	$1.8300	$0.3660
Lot Type 5 (60 Ft Lot)	69	$137,000	$685,000	$2,459.92	$1.7956	$0.3591
Lot Type 6 (50 Ft Lot)	61	$117,000	$585,000	$2,098.16	$1.7933	$0.3587
Lot Type 8 (40 Ft Lot)	66	$95,000	$475,000	$1,736.41	$1.8278	$0.3656
Total	**257**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #6 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #6.

U) Allocation of Assessments to Lots within Phase #6 (After Refunding)

As shown in Table E-102, the proportional share of Phases #2-9 Refunding and Improvement Bonds total for Phase #6, which represents the total Assessment to be allocated on all Parcels within Phase #6, is $5,057,000. There are a total of 225 residential units representing a total of 71.33 estimated Equivalent Units for the residential development in Phase #6, resulting in an Assessment per Equivalent Unit of $70,895.84.

The updated Assessment per dwelling unit was calculated as the product of (i) $70,895.84 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $30,485.21 (i.e., 70,895.84 × 0.43). The Assessment for a Lot Type 5 (60 Ft Lot) dwelling unit is $24,104.58 (i.e., $70,895.84 × 0.34). The Assessment for a Lot Type 6 (50 Ft Lot) dwelling unit is $20,559.79 (i.e., $70,895.84 × 0.29). The Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $17,015.00 (i.e., $70,895.84 × 0.24). Table E-102 sets forth the Assessment per dwelling unit for each of the four Lot Types in Phase #6.

Table E-102
Assessment Per Unit – Phase #6 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 4 (74 Ft Lot)	42	$70,895.84	0.43	$30,485.21	per dwelling unit	$1,280,379
Lot Type 5 (60 Ft Lot)	63	$70,895.84	0.34	$24,104.58	per dwelling unit	$1,518,589
Lot Type 6 (50 Ft Lot)	61	$70,895.84	0.29	$20,559.79	per dwelling unit	$1,254,147
Lot Type 8 (40 Ft Lot)	59	$70,895.84	0.24	$17,015.00	per dwelling unit	$1,003,885
Total	**225**					**$5,057,000**

The updated projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-103.

Table E-103
Projected Leverage – Phase #6 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 4 (74 Ft Lot)	42	$185,649	$928,246	$30,485.21	6.09	30.45
Lot Type 5 (60 Ft Lot)	63	$141,281	$706,407	$24,104.58	5.86	29.31
Lot Type 6 (50 Ft Lot)	61	$109,481	$547,406	$20,559.79	5.33	26.63
Lot Type 8 (40 Ft Lot)	59	$95,000	$475,000	$17,015.00	5.58	27.92
Total	**225**					

The updated projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #6 is shown in Table E-104.

Table E-104
Estimated Tax Rate Equivalent Per Unit – Phase #6 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 4 (74 Ft Lot)	42	$185,649	$928,246	$2,420.31	$1.3037	$0.2607
Lot Type 5 (60 Ft Lot)	63	$141,281	$706,407	$1,913.73	$1.3546	$0.2709
Lot Type 6 (50 Ft Lot)	61	$109,481	$547,406	$1,632.30	$1.4909	$0.2982
Lot Type 8 (40 Ft Lot)	59	$95,000	$475,000	$1,350.87	$1.4220	$0.2844
Total	**225**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #6 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #6.

V) Original Allocation of Assessments to Lots within Phase #7

As shown in Table E-105, the original total amount of the Reimbursement Agreement for Phase #7, which represents the total Assessment to be allocated on all Parcels within Phase #7, is $7,920,908. As shown in Table E-38, there are a total of 171 residential units representing a total of 93.51 estimated Equivalent Units for the residential development in Phase #7, resulting in an Assessment per Equivalent Unit of $84,706.53.

The original Assessment per dwelling unit was calculated as the product of (i) $84,706.53 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For

example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is $84,706.53 (i.e., $84,706.53 × 1.0). The Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $55,059.25 (i.e., $84,706.53 × 0.65). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $41,506.20 (i.e., $84,706.53 × 0.49). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,423.81 (i.e., $84,706.53 × 0.43). The Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $31,341.42 (i.e., $84,706.53 × 0.37). Table 105 sets forth the Assessment per dwelling unit for each of the five Lot Types in Phase #7.

Table E-105
Assessment Per Unit – Phase #7 - Original

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	14	$84,706.53	1.00	$84,706.53	per dwelling unit	$1,185,891
Lot Type 2 (100 Ft Lot)	54	$84,706.53	0.65	$55,059.25	per dwelling unit	$2,973,199
Lot Type 3 (86 Ft Lot)	33	$84,706.53	0.49	$41,506.20	per dwelling unit	$1,369,705
Lot Type 4 (74 Ft Lot)	39	$84,706.53	0.43	$36,423.81	per dwelling unit	$1,420,529
Lot Type 7 (65 Ft Lot)	31	$84,706.53	0.37	$31,341.42	per dwelling unit	$971,584
Total	171					**$7,920,908**

The original projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-106.

Table E-106
Projected Leverage – Phase #7 - Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	14	$575,000	$2,875,000	$84,706.53	6.79	33.94
Lot Type 2 (100 Ft Lot)	54	$260,000	$1,300,000	$55,059.25	4.72	23.61
Lot Type 3 (86 Ft Lot)	33	$222,000	$1,110,000	$41,506.20	5.35	26.74
Lot Type 4 (74 Ft Lot)	39	$216,000	$1,080,000	$36,423.81	5.93	29.65
Lot Type 7 (65 Ft Lot)	31	$193,000	$965,000	$31,341.42	6.16	30.79
Total	**171**					

The original projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #7 is shown in Table E-107.

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Table E-107
Estimated Tax Rate Equivalent Per Unit (Combined) – Phase #7 - Original

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	14	$575,000	$2,875,000	$9,149.25	$1.5912	$0.3182
Lot Type 2 (100 Ft Lot)	54	$260,000	$1,300,000	$5,947.01	$2.2873	$0.4575
Lot Type 3 (86 Ft Lot)	33	$222,000	$1,110,000	$4,483.13	$2.0194	$0.4039
Lot Type 4 (74 Ft Lot)	39	$216,000	$1,080,000	$3,934.18	$1.8214	$0.3643
Lot Type 7 (65 Ft Lot)	31	$193,000	$965,000	$3,385.22	$1.7540	$0.3508
Total	**171**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #7 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #7.

W) Original Allocation of Assessments to Lots within Phase #7 (After Refunding)

As shown in Table E-108, the proportional share of the Phases #2-9 Refunding and Improvement Bonds for the Phase #7 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #7, is $7,770,000. There are a total of 167 residential units representing a total of 91.73 estimated Equivalent Units for the residential development in Phase #7, resulting in an Assessment per Equivalent Unit of $84,705.11.

The Assessment per dwelling unit was calculated as the product of (i) $84,705.11 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (One-acre Lot) dwelling unit is $84,705.11 (i.e., $84,705.11 × 1.0). The updated Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $55,058.32 (i.e., $84,705.11 × 0.65). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $41,505.51 (i.e., $84,705.11 × 0.49). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $36,423.20 (i.e., $84,705.11 × 0.43). The Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $31,340.89 (i.e., $84,705.11 × 0.37). Table E-108 sets forth the Assessment per dwelling unit for each of the five Lot Types in Phase #7.

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Table E-108
Assessment Per Unit – Phase #7 (After Refunding)

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (One-acre Lot)	14	$84,705.11	1.00	$84,705.11	per dwelling unit	$1,185,872
Lot Type 2 (100 Ft Lot)	54	$84,705.11	0.65	$55,058.32	per dwelling unit	$2,973,149
Lot Type 3 (86 Ft Lot)	32	$84,705.11	0.49	$41,505.51	per dwelling unit	$1,328,176
Lot Type 4 (74 Ft Lot)	36	$84,705.11	0.43	$36,423.20	per dwelling unit	$1,311,235
Lot Type 7 (65 Ft Lot)	31	$84,705.11	0.37	$31,340.89	per dwelling unit	$971,568
Total	**167**					**$7,770,000**

The updated projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-109

Table E-109
Projected Leverage – Phase #7 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (One-acre Lot)	14	$575,000	$2,875,000	$84,705.11	6.79	33.94
Lot Type 2 (100 Ft Lot)	54	$209,812	$1,049,061	$55,058.32	3.81	19.05
Lot Type 3 (86 Ft Lot)	32	$215,746	$1,078,731	$41,505.51	5.20	25.99
Lot Type 4 (74 Ft Lot)	36	$185,649	$928,246	$36,423.20	5.10	25.49
Lot Type 7 (65 Ft Lot)	31	$165,977	$829,883	$31,340.89	5.30	26.48
Total	**167**					

The updated projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phase #7 is shown in Table E-110.

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Table E-110
Estimated Tax Rate Equivalent Per Unit – Phase #7 (After Refunding)

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (One-acre Lot)	14	$575,000	$2,875,000	$6,203.76	$1.0789	$0.2158
Lot Type 2 (100 Ft Lot)	54	$209,812	$1,049,061	$4,032.45	$1.9219	$0.3844
Lot Type 3 (86 Ft Lot)	32	$215,746	$1,078,731	$3,039.84	$1.4090	$0.2818
Lot Type 4 (74 Ft Lot)	36	$185,649	$928,246	$2,667.62	$1.4369	$0.2874
Lot Type 7 (65 Ft Lot)	31	$165,977	$829,883	$2,295.39	$1.3830	$0.2766
Total	**167**					

Note: Average Annual Installments include Annual Installments for Assessments levied for the Phase #7 Projects and Annual Installments for the portion of the Assessment levied for the Phases #2-9 Major Improvement Area Initial Projects that is allocable to Phase #7.

A) Original Allocation of Assessments to Lots within Phases #8-9

As shown in Table E-111, the total amount of the Phases #8-9 Improvement Bonds for Phases #8-9, which represents the total Assessment to be allocated on all Parcels within Phases #8-9, is $10,800,000. As shown in Table E-39, there are a total of 277 residential units representing a total of 104.30 estimated Equivalent Units for the residential development in Phases #8-9, resulting in an Assessment per Equivalent Unit of $103,547.46.

The Assessment per dwelling unit was calculated as the product of (i) $103.547.46 multiplied by (ii) the applicable 2022 revised Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 2 (100 Ft Lot) dwelling unit is $67,305.85 (i.e., $103.547.46 × 0.65). The Assessment for a Lot Type 3 (86 Ft Lot) dwelling unit is $50,738.26 (i.e., $103.547.46 × 0.49). The Assessment for a Lot Type 4 (74 Ft Lot) dwelling unit is $44,525.41 (i.e., $103.547.46 × 0.43). The Assessment for a Lot Type 7 (65 Ft Lot) dwelling unit is $38,312.56 (i.e., $103.547.46 × 0.37). The Assessment for a Lot Type 8 (40 Ft Lot) dwelling unit is $24,851.39 (i.e., $103.547.46 × 0.37). The Assessment for a Lot Type 9 (30 Ft Lot) dwelling unit is $23,815.92 (i.e., $103.547.46 × 0.23). Table E-111 sets forth the Assessment per dwelling unit for each of the five Lot Types in Phases #8-9.

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Table E-111
Assessment Per Unit – Phases #8-9

Type	No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 2 (100 Ft Lot)	2	$103,547.46	0.65	$67,305.85	per dwelling unit	$134,612
Lot Type 3 (86 Ft Lot)	66	$103,547.46	0.49	$50,738.26	per dwelling unit	$3,348,725
Lot Type 4 (74 Ft Lot)	44	$103,547.46	0.43	$44,525.41	per dwelling unit	$1,959,118
Lot Type 7 (65 Ft Lot)	98	$103,547.46	0.37	$38,312.56	per dwelling unit	$3,754,631
Lot Type 8 (40 Ft Lot)	7	$103,547.46	0.24	$24,851.39	per dwelling unit	$173,960
Lot Type 9 (35 Ft Lot)	60	$103,547.46	0.23	$23,815.92	per dwelling unit	$1,428,955
Total	**277**					**$10,800,000**

The projected leverage calculated based on the 2022 revised estimated finished lot values and home values for each Lot Type is shown in Table E-112.

Table E-112
Projected Leverage – Phases #8-9

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 2 (100 Ft Lot)	2	$330,000	$1,915,000	$67,305.85	4.90	28.45
Lot Type 3 (86 Ft Lot)	66	$283,800	$1,365,000	$50,738.26	5.59	26.90
Lot Type 4 (74 Ft Lot)	44	$244,200	$1,003,000	$44,525.41	5.48	22.53
Lot Type 7 (65 Ft Lot)	98	$214,500	$945,000	$38,312.56	5.60	24.67
Lot Type 8 (40 Ft Lot)	7	$132,000	$558,000	$24,851.39	5.31	22.45
Lot Type 9 (35 Ft Lot)	60	$114,000	$520,000	$23,815.92	4.79	21.83

The projected tax rate equivalent per unit calculated based on the 2022 revised average finished lot values and average home values for each Lot Type in Phases #8-9 is shown in Table E-113.

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Table E-113
Estimated Tax Rate Equivalent Per Unit (Combined) – Phases #8-9

Lot Type	No. of Units	Average Finished Lot Value per unit	Average Home Value per unit	Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 2 (100 Ft Lot)	2	$330,000	$1,915,000	$5,453.58	$1.6526	$0.2848
Lot Type 3 (86 Ft Lot)	66	$283,800	$1,365,000	$4,111.16	$1.4486	$0.3012
Lot Type 4 (74 Ft Lot)	44	$244,200	$1,003,000	$3,607.76	$1.4774	$0.3597
Lot Type 7 (65 Ft Lot)	98	$214,500	$945,000	$3,104.35	$1.4472	$0.3285
Lot Type 8 (40 Ft Lot)	7	$132,000	$558,000	$2,013.63	$1.5255	$0.3609
Lot Type 9 (35 Ft Lot)	60	$114,000	$520,000	$1,929.73	$1.6927	$0.3711

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APPENDIX F
PHASES #2-9 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix F
Phases #2-9 Major Improvement Area Assessment Roll

Parcel	**All Parcels**
Equivalent Units (2022 Revised)	**488.06**
Outstanding Assessment	**$11,515,000**

Year[1]	Principal[2]	Interest[2]	CCMI[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest/ Available Credits	Total Annual Installment
2015	$0	$1,357,376	$8,529	$35,700	$0	($795,125)	$1,963,856
2016	$359,000	$1,357,376	$95,041	$36,414	$0	($330,674)	$3,233,533
2017	$359,000	$1,307,696	$185,082	$37,071	$0	($92,432)	$3,463,113
2018	$395,000	$1,283,534	$211,250	$20,000	$0	($211,250)	$3,377,068
2019	$430,000	$1,112,744	$0	$26,273	$0	($50,722)	$3,061,039
2020	$400,794	$937,706	$0	$29,000	$59,237	($16,115)	$2,749,122
2021	$425,000	$896,874	$0	$33,000	$56,824	($6,951)	$2,726,621
2022	$457,000	$847,812	$0	$37,355	$53,563	$0	$2,700,542
2023	$455,000	$815,006	$0	$29,780	$51,221	$0	$2,621,013
2024	$454,000	$769,762	$0	$38,102	$48,218	$0	$2,533,844
2025	$713,000	$337,453	$0	$29,811	$0	$0	$2,130,717
2026	$494,000	$540,100	$0	$30,407	$57,575	$0	$2,156,182
2027	$526,000	$515,400	$0	$31,015	$54,010	$0	$2,167,825
2028	$551,000	$489,100	$0	$31,636	$51,540	$0	$2,163,376
2029	$595,000	$461,550	$0	$32,268	$48,910	$0	$2,194,278
2030	$606,000	$431,800	$0	$32,914	$46,155	$0	$2,154,669
2031	$636,000	$401,500	$0	$33,572	$43,180	$0	$2,151,752
2032	$673,000	$369,700	$0	$34,243	$40,150	$0	$2,159,793
2033	$700,000	$336,050	$0	$34,928	$36,970	$0	$2,143,998
2034	$746,000	$301,050	$0	$35,627	$33,605	$0	$2,163,332
2035	$771,000	$263,750	$0	$36,339	$30,105	$0	$2,135,944
2036	$807,000	$225,200	$0	$37,066	$26,375	$0	$2,127,841
2037	$852,000	$184,850	$0	$37,808	$22,520	$0	$2,134,028
2038	$894,000	$142,250	$0	$38,564	$18,485	$0	$2,129,549
2039	$956,000	$97,550	$0	$39,335	$14,225	$0	$2,160,660
2040	$995,000	$49,750	$0	$40,122	$9,755	$0	$2,139,377
Total	**$15,249,794**	**$15,832,939**	**$499,902**	**$878,350**	**$802,623**	**($1,503,269)**	**$62,843,072**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix F-2
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2635984	Various	104.30	$2,637,268.95	$158,694.38	$2,478,574.57
2766631	6	0.48	$7,192.19	$432.78	$6,759.41
2766647	6	0.48	$7,192.19	$432.78	$6,759.41
2766648	6	0.48	$7,192.19	$432.78	$6,759.41
2766649	6	0.48	$7,192.19	$432.78	$6,759.41
2766650	6	0.48	$7,192.19	$432.78	$6,759.41
2766651	6	0.48	$7,192.19	$432.78	$6,759.41
2766652	6	0.48	$7,192.19	$432.78	$6,759.41
2766653	6	0.48	$7,192.19	$432.78	$6,759.41
2766654	6	0.48	$7,192.19	$432.78	$6,759.41
2766655	6	0.48	$7,192.19	$432.78	$6,759.41
2766656	6	0.48	$7,192.19	$432.78	$6,759.41
2766657	6	0.48	$7,192.19	$432.78	$6,759.41
2766658	6	0.48	$7,192.19	$432.78	$6,759.41
2766659	6	0.48	$7,192.19	$432.78	$6,759.41
2766660	6	0.48	$7,192.19	$432.78	$6,759.41
2766661	6	0.48	$7,192.19	$432.78	$6,759.41
2766662	6	0.48	$7,192.19	$432.78	$6,759.41
2766663	6	0.48	$7,192.19	$432.78	$6,759.41
2766664	6	0.48	$7,192.19	$432.78	$6,759.41
2766665	6	0.48	$7,192.19	$432.78	$6,759.41
2766666	6	0.48	$7,192.19	$432.78	$6,759.41
2766667	6	0.32	$4,794.79	$288.52	$4,506.27
2886355	6	0.16	$2,397.40	$144.26	$2,253.14
2766668	6	0.48	$7,192.19	$432.78	$6,759.41
2766669	6	0.48	$7,192.19	$432.78	$6,759.41
2766670	6	0.48	$7,192.19	$432.78	$6,759.41
2766671	6	0.48	$7,192.19	$432.78	$6,759.41
2766672	6	0.48	$7,192.19	$432.78	$6,759.41
2766673	6	0.48	$7,192.19	$432.78	$6,759.41
2766674	6	0.48	$7,192.19	$432.78	$6,759.41
2766675	6	0.48	$7,192.19	$432.78	$6,759.41
2766676	6	0.48	$7,192.19	$432.78	$6,759.41
2766677	6	0.48	$7,192.19	$432.78	$6,759.41
2766678	6	0.48	$7,192.19	$432.78	$6,759.41
2766679	6	0.48	$7,192.19	$432.78	$6,759.41
2766680	6	0.48	$7,192.19	$432.78	$6,759.41
2766681	6	0.48	$7,192.19	$432.78	$6,759.41
2766682	6	0.48	$7,192.19	$432.78	$6,759.41
2766683	6	0.48	$7,192.19	$432.78	$6,759.41
2766684	6	0.48	$7,192.19	$432.78	$6,759.41
2766685	6	0.48	$7,192.19	$432.78	$6,759.41
2766686	6	0.48	$7,192.19	$432.78	$6,759.41
2766687	6	0.48	$7,192.19	$432.78	$6,759.41
2766688	6	0.48	$7,192.19	$432.78	$6,759.41
2766689	6	0.48	$7,192.19	$432.78	$6,759.41
2766690	6	0.48	$7,192.19	$432.78	$6,759.41
2766691	6	0.48	$7,192.19	$432.78	$6,759.41
2766692	6	0.48	$7,192.19	$432.78	$6,759.41
2766693	6	0.48	$7,192.19	$432.78	$6,759.41
2766694	6	0.48	$7,192.19	$432.78	$6,759.41
2766695	6	0.48	$7,192.19	$432.78	$6,759.41
2766696	6	0.48	$7,192.19	$432.78	$6,759.41
2766697	6	0.48	$7,192.19	$432.78	$6,759.41
2766698	6	0.48	$7,192.19	$432.78	$6,759.41
2766699	6	0.48	$7,192.19	$432.78	$6,759.41
2766700	6	0.48	$7,192.19	$432.78	$6,759.41
2766701	6	0.48	$7,192.19	$432.78	$6,759.41
2766702	6	0.48	$7,192.19	$432.78	$6,759.41
2766703	6	0.48	$7,192.19	$432.78	$6,759.41

Appendix F-2
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2766704	6	0.48	$7,192.19	$432.78	$6,759.41
2766705	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766707	5	0.58	$8,690.56	$522.94	$8,167.62
2766708	5	0.58	$8,690.56	$522.94	$8,167.62
2766709	5	0.58	$8,690.56	$522.94	$8,167.62
2766710	5	0.58	$8,690.56	$522.94	$8,167.62
2766711	5	0.58	$8,690.56	$522.94	$8,167.62
2766712	5	0.58	$8,690.56	$522.94	$8,167.62
2766713	5	0.58	$8,690.56	$522.94	$8,167.62
2766714	5	0.58	$8,690.56	$522.94	$8,167.62
2766715	5	0.58	$8,690.56	$522.94	$8,167.62
2766716	5	0.58	$8,690.56	$522.94	$8,167.62
2766717	5	0.58	$8,690.56	$522.94	$8,167.62
2766718	5	0.58	$8,690.56	$522.94	$8,167.62
2766719	5	0.58	$8,690.56	$522.94	$8,167.62
2766720	5	0.58	$8,690.56	$522.94	$8,167.62
2766721	5	0.58	$8,690.56	$522.94	$8,167.62
2766723	5	0.58	$8,690.56	$522.94	$8,167.62
2766724	5	0.58	$8,690.56	$522.94	$8,167.62
2766725	5	0.58	$8,690.56	$522.94	$8,167.62
2766726	5	0.58	$8,690.56	$522.94	$8,167.62
2766727	5	0.58	$8,690.56	$522.94	$8,167.62
2766728	5	0.58	$8,690.56	$522.94	$8,167.62
2766729	5	0.58	$8,690.56	$522.94	$8,167.62
2766730	5	0.58	$8,690.56	$522.94	$8,167.62
2766731	5	0.58	$8,690.56	$522.94	$8,167.62
2766732	5	0.58	$8,690.56	$522.94	$8,167.62
2766733	5	0.58	$8,690.56	$522.94	$8,167.62
2766734	5	0.58	$8,690.56	$522.94	$8,167.62
2766735	5	0.58	$8,690.56	$522.94	$8,167.62
2766736	5	0.58	$8,690.56	$522.94	$8,167.62
2766737	5	0.58	$8,690.56	$522.94	$8,167.62
2766738	5	0.58	$8,690.56	$522.94	$8,167.62
2766739	5	0.58	$8,690.56	$522.94	$8,167.62
2766740	5	0.58	$8,690.56	$522.94	$8,167.62
2766741	6	0.48	$7,192.19	$432.78	$6,759.41
2766742	6	0.48	$7,192.19	$432.78	$6,759.41
2766743	6	0.48	$7,192.19	$432.78	$6,759.41
2766744	6	0.48	$7,192.19	$432.78	$6,759.41
2766745	6	0.48	$7,192.19	$432.78	$6,759.41
2766746	6	0.48	$7,192.19	$432.78	$6,759.41
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	6	0.48	$7,192.19	$432.78	$6,759.41
2766749	6	0.48	$7,192.19	$432.78	$6,759.41
2766750	6	0.48	$7,192.19	$432.78	$6,759.41
2766751	6	0.48	$7,192.19	$432.78	$6,759.41
2766752	6	0.48	$7,192.19	$432.78	$6,759.41
2766755	6	0.48	$7,192.19	$432.78	$6,759.41
2766756	6	0.48	$7,192.19	$432.78	$6,759.41
2766757	6	0.48	$7,192.19	$432.78	$6,759.41
2766758	6	0.48	$7,192.19	$432.78	$6,759.41
2766759	6	0.48	$7,192.19	$432.78	$6,759.41
2766760	6	0.48	$7,192.19	$432.78	$6,759.41
2766761	6	0.48	$7,192.19	$432.78	$6,759.41
2766762	6	0.48	$7,192.19	$432.78	$6,759.41
2766763	6	0.48	$7,192.19	$432.78	$6,759.41
2766764	5	0.58	$8,690.56	$522.94	$8,167.62
2766765	5	0.58	$8,690.56	$522.94	$8,167.62
2766766	5	0.58	$8,690.56	$522.94	$8,167.62

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	5	0.58	$8,690.56	$522.94	$8,167.62
2766769	5	0.58	$8,690.56	$522.94	$8,167.62
2766770	5	0.58	$8,690.56	$522.94	$8,167.62
2766771	5	0.58	$8,690.56	$522.94	$8,167.62
2766772	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766773	5	0.58	$8,690.56	$522.94	$8,167.62
2766774	5	0.58	$8,690.56	$522.94	$8,167.62
2766775	5	0.58	$8,690.56	$522.94	$8,167.62
2766776	6	0.48	$7,192.19	$432.78	$6,759.41
2766778	6	0.48	$7,192.19	$432.78	$6,759.41
2766779	6	0.48	$7,192.19	$432.78	$6,759.41
2766780	6	0.48	$7,192.19	$432.78	$6,759.41
2766781	6	0.48	$7,192.19	$432.78	$6,759.41
2766785	6	0.48	$7,192.19	$432.78	$6,759.41
2766786	6	0.24	$3,596.09	$216.39	$3,379.70
2839550	6	0.24	$3,596.09	$216.39	$3,379.70
2766787	6	0.48	$7,192.19	$432.78	$6,759.41
2766788	6	0.48	$7,192.19	$432.78	$6,759.41
2766789	6	0.48	$7,192.19	$432.78	$6,759.41
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	6	0.48	$7,192.19	$432.78	$6,759.41
2766792	6	0.48	$7,192.19	$432.78	$6,759.41
2766793	6	0.48	$7,192.19	$432.78	$6,759.41
2766794	6	0.48	$7,192.19	$432.78	$6,759.41
2766795	6	0.48	$7,192.19	$432.78	$6,759.41
2766796	6	0.48	$7,192.19	$432.78	$6,759.41
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	6	0.48	$7,192.19	$432.78	$6,759.41
2766800	5	0.58	$8,690.56	$522.94	$8,167.62
2766801	5	0.58	$8,690.56	$522.94	$8,167.62
2766802	5	0.58	$8,690.56	$522.94	$8,167.62
2766803	5	0.58	$8,690.56	$522.94	$8,167.62
2766804	5	0.58	$8,690.56	$522.94	$8,167.62
2766805	5	0.58	$8,690.56	$522.94	$8,167.62
2766806	5	0.58	$8,690.56	$522.94	$8,167.62
2766807	5	0.58	$8,690.56	$522.94	$8,167.62
2766808	5	0.58	$8,690.56	$522.94	$8,167.62
2766809	5	0.58	$8,690.56	$522.94	$8,167.62
2766810	5	0.58	$8,690.56	$522.94	$8,167.62
2766811	5	0.58	$8,690.56	$522.94	$8,167.62
2766812	5	0.58	$8,690.56	$522.94	$8,167.62
2766813	5	0.58	$8,690.56	$522.94	$8,167.62
2766814	5	0.58	$8,690.56	$522.94	$8,167.62
2766815	5	0.58	$8,690.56	$522.94	$8,167.62
2766816	5	0.58	$8,690.56	$522.94	$8,167.62
2766817	5	0.58	$8,690.56	$522.94	$8,167.62
2766818	5	0.58	$8,690.56	$522.94	$8,167.62
2766819	5	0.29	$4,345.28	$261.47	$4,083.81
2817555	5	0.29	$4,345.28	$261.47	$4,083.81
2766820	5	0.58	$8,690.56	$522.94	$8,167.62
2766821	5	0.58	$8,690.56	$522.94	$8,167.62
2766822	5	0.58	$8,690.56	$522.94	$8,167.62
2766823	6	0.48	$7,192.19	$432.78	$6,759.41
2766824	6	0.48	$7,192.19	$432.78	$6,759.41
2766825	6	0.48	$7,192.19	$432.78	$6,759.41
2766826	6	0.48	$7,192.19	$432.78	$6,759.41
2766827	6	0.48	$7,192.19	$432.78	$6,759.41
2766828	6	0.48	$7,192.19	$432.78	$6,759.41

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2766829	6	0.48	$7,192.19	$432.78	$6,759.41
2766830	6	0.48	$7,192.19	$432.78	$6,759.41
2766831	6	0.48	$7,192.19	$432.78	$6,759.41
2766832	6	0.48	$7,192.19	$432.78	$6,759.41
2766833	6	0.48	$7,192.19	$432.78	$6,759.41
2766834	6	0.48	$7,192.19	$432.78	$6,759.41
2766835	6	0.48	$7,192.19	$432.78	$6,759.41
2766836	6	0.48	$7,192.19	$432.78	$6,759.41
2766837	6	0.48	$7,192.19	$432.78	$6,759.41
2766838	6	0.48	$7,192.19	$432.78	$6,759.41
2766839	6	0.48	$7,192.19	$432.78	$6,759.41
2766840	6	0.48	$7,192.19	$432.78	$6,759.41
2766841	6	0.48	$7,192.19	$432.78	$6,759.41
2766842	6	0.48	$7,192.19	$432.78	$6,759.41
2766843	6	0.48	$7,192.19	$432.78	$6,759.41
2766844	6	0.48	$7,192.19	$432.78	$6,759.41
2766845	6	0.48	$7,192.19	$432.78	$6,759.41
2766846	6	0.48	$7,192.19	$432.78	$6,759.41
2766847	6	0.48	$7,192.19	$432.78	$6,759.41
2766848	6	0.48	$7,192.19	$432.78	$6,759.41
2766849	6	0.48	$7,192.19	$432.78	$6,759.41
2766850	6	0.48	$7,192.19	$432.78	$6,759.41
2766851	6	0.48	$7,192.19	$432.78	$6,759.41
2766858	6	0.48	$7,192.19	$432.78	$6,759.41
2766859	6	0.48	$7,192.19	$432.78	$6,759.41
2766860	6	0.48	$7,192.19	$432.78	$6,759.41
2766861	6	0.48	$7,192.19	$432.78	$6,759.41
2766862	6	0.48	$7,192.19	$432.78	$6,759.41
2766863	6	0.48	$7,192.19	$432.78	$6,759.41
2766864	6	0.48	$7,192.19	$432.78	$6,759.41
2766865	6	0.48	$7,192.19	$432.78	$6,759.41
2766866	6	0.48	$7,192.19	$432.78	$6,759.41
2766867	6	0.48	$7,192.19	$432.78	$6,759.41
2766868	6	0.48	$7,192.19	$432.78	$6,759.41
2766869	6	0.48	$7,192.19	$432.78	$6,759.41
2766870	6	0.48	$7,192.19	$432.78	$6,759.41
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	6	0.48	$7,192.19	$432.78	$6,759.41
2766873	6	0.48	$7,192.19	$432.78	$6,759.41
2766874	6	0.48	$7,192.19	$432.78	$6,759.41
2766875	6	0.48	$7,192.19	$432.78	$6,759.41
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	6	0.48	$7,192.19	$432.78	$6,759.41
2766878	6	0.48	$7,192.19	$432.78	$6,759.41
2766879	6	0.48	$7,192.19	$432.78	$6,759.41
2766882	6	0.48	$7,192.19	$432.78	$6,759.41
2766883	6	0.48	$7,192.19	$432.78	$6,759.41
2766884	6	0.48	$7,192.19	$432.78	$6,759.41
2766885	6	0.48	$7,192.19	$432.78	$6,759.41
2766886	6	0.48	$7,192.19	$432.78	$6,759.41
2766887	6	0.48	$7,192.19	$432.78	$6,759.41
2766888	6	0.48	$7,192.19	$432.78	$6,759.41
2766889	6	0.48	$7,192.19	$432.78	$6,759.41
2766890	6	0.48	$7,192.19	$432.78	$6,759.41
2766891	6	0.48	$7,192.19	$432.78	$6,759.41
2766892	6	0.48	$7,192.19	$432.78	$6,759.41
2766893	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766894	6	0.48	$7,192.19	$432.78	$6,759.41
2766895	6	0.48	$7,192.19	$432.78	$6,759.41

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2766896	6	0.48	$7,192.19	$432.78	$6,759.41
2766897	6	0.48	$7,192.19	$432.78	$6,759.41
2766898	6	0.48	$7,192.19	$432.78	$6,759.41
2766899	6	0.48	$7,192.19	$432.78	$6,759.41
2766901	6	0.48	$7,192.19	$432.78	$6,759.41
2766902	6	0.48	$7,192.19	$432.78	$6,759.41
2766904	Open Space	0.00	$0.00	$0.00	$0.00
2766905	Open Space	0.00	$0.00	$0.00	$0.00
2766906	Open Space	0.00	$0.00	$0.00	$0.00
2766907	Open Space	0.00	$0.00	$0.00	$0.00
2766908	Open Space	0.00	$0.00	$0.00	$0.00
2766909	Open Space	0.00	$0.00	$0.00	$0.00
2766910	Open Space	0.00	$0.00	$0.00	$0.00
2766911	Open Space	0.00	$0.00	$0.00	$0.00
2769104	3	0.83	$12,436.49	$748.35	$11,688.14
2769105	3	0.83	$12,436.49	$748.35	$11,688.14
2769106	3	0.83	$12,436.49	$748.35	$11,688.14
2769107	3	0.83	$12,436.49	$748.35	$11,688.14
2769108	3	0.83	$12,436.49	$748.35	$11,688.14
2769109	3	0.83	$12,436.49	$748.35	$11,688.14
2769110	3	0.83	$12,436.49	$748.35	$11,688.14
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769113	4	0.72	$10,788.28	$649.17	$10,139.11
2769114	4	0.72	$10,788.28	$649.17	$10,139.11
2769115	4	0.72	$10,788.28	$649.17	$10,139.11
2769116	4	0.72	$10,788.28	$649.17	$10,139.11
2769117	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769118	4	0.72	$10,788.28	$649.17	$10,139.11
2769119	4	0.72	$10,788.28	$649.17	$10,139.11
2769120	4	0.72	$10,788.28	$649.17	$10,139.11
2769121	4	0.72	$10,788.28	$649.17	$10,139.11
2769122	4	0.72	$10,788.28	$649.17	$10,139.11
2769123	4	0.72	$10,788.28	$649.17	$10,139.11
2769124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769125	4	0.72	$10,788.28	$649.17	$10,139.11
2769126	4	0.72	$10,788.28	$649.17	$10,139.11
2769127	3	0.83	$12,436.49	$748.35	$11,688.14
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	3	0.83	$12,436.49	$748.35	$11,688.14
2769130	3	0.83	$12,436.49	$748.35	$11,688.14
2769131	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769132	3	0.83	$12,436.49	$748.35	$11,688.14
2769133	3	0.83	$12,436.49	$748.35	$11,688.14
2769134	3	0.83	$12,436.49	$748.35	$11,688.14
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2877599	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	4	0.72	$10,788.28	$649.17	$10,139.11
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	4	0.72	$10,788.28	$649.17	$10,139.11
2769140	4	0.72	$10,788.28	$649.17	$10,139.11
2769141	4	0.72	$10,788.28	$649.17	$10,139.11
2769142	4	0.72	$10,788.28	$649.17	$10,139.11
2769143	4	0.72	$10,788.28	$649.17	$10,139.11
2769144	4	0.72	$10,788.28	$649.17	$10,139.11
2769145	4	0.72	$10,788.28	$649.17	$10,139.11
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2769148	4	0.72	$10,788.28	$649.17	$10,139.11
2769149	4	0.72	$10,788.28	$649.17	$10,139.11
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769152	4	0.72	$10,788.28	$649.17	$10,139.11
2769165	4	0.72	$10,788.28	$649.17	$10,139.11
2769166	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	4	0.72	$10,788.28	$649.17	$10,139.11
2769169	4	0.72	$10,788.28	$649.17	$10,139.11
2769170	4	0.72	$10,788.28	$649.17	$10,139.11
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	4	0.72	$10,788.28	$649.17	$10,139.11
2769174	4	0.72	$10,788.28	$649.17	$10,139.11
2769175	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769176	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769177	3	0.83	$12,436.49	$748.35	$11,688.14
2769178	3	0.83	$12,436.49	$748.35	$11,688.14
2769179	3	0.83	$12,436.49	$748.35	$11,688.14
2769180	3	0.83	$12,436.49	$748.35	$11,688.14
2769181	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769182	3	0.83	$12,436.49	$748.35	$11,688.14
2769183	3	0.83	$12,436.49	$748.35	$11,688.14
2769184	3	0.83	$12,436.49	$748.35	$11,688.14
2769185	3	0.83	$12,436.49	$748.35	$11,688.14
2769186	3	0.83	$12,436.49	$748.35	$11,688.14
2769187	3	0.83	$12,436.49	$748.35	$11,688.14
2769188	3	0.83	$12,436.49	$748.35	$11,688.14
2769189	3	0.83	$12,436.49	$748.35	$11,688.14
2769190	3	0.83	$12,436.49	$748.35	$11,688.14
2769191	3	0.83	$12,436.49	$748.35	$11,688.14
2769192	3	0.83	$12,436.49	$748.35	$11,688.14
2769194	4	0.72	$10,788.28	$649.17	$10,139.11
2769195	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769196	4	0.72	$10,788.28	$649.17	$10,139.11
2769197	4	0.72	$10,788.28	$649.17	$10,139.11
2769198	4	0.72	$10,788.28	$649.17	$10,139.11
2769200	4	0.72	$10,788.28	$649.17	$10,139.11
2769201	4	0.72	$10,788.28	$649.17	$10,139.11
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	4	0.72	$10,788.28	$649.17	$10,139.11
2769205	4	0.72	$10,788.28	$649.17	$10,139.11
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	4	0.72	$10,788.28	$649.17	$10,139.11
2769209	4	0.72	$10,788.28	$649.17	$10,139.11
2769210	4	0.72	$10,788.28	$649.17	$10,139.11
2769211	4	0.72	$10,788.28	$649.17	$10,139.11
2769212	4	0.72	$10,788.28	$649.17	$10,139.11
2769213	4	0.72	$10,788.28	$649.17	$10,139.11
2769214	4	0.72	$10,788.28	$649.17	$10,139.11
2769216	4	0.72	$10,788.28	$649.17	$10,139.11
2769217	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769218	3	0.83	$12,436.49	$748.35	$11,688.14
2769219	3	0.83	$12,436.49	$748.35	$11,688.14
2769220	3	0.83	$12,436.49	$748.35	$11,688.14
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2769222	3	0.83	$12,436.49	$748.35	$11,688.14
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	3	0.83	$12,436.49	$748.35	$11,688.14
2769225	3	0.83	$12,436.49	$748.35	$11,688.14
2769226	3	0.83	$12,436.49	$748.35	$11,688.14
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	3	0.83	$12,436.49	$748.35	$11,688.14
2769229	3	0.83	$12,436.49	$748.35	$11,688.14
2769230	3	0.83	$12,436.49	$748.35	$11,688.14
2769231	3	0.83	$12,436.49	$748.35	$11,688.14
2769232	3	0.83	$12,436.49	$748.35	$11,688.14
2769233	3	0.83	$12,436.49	$748.35	$11,688.14
2769234	3	0.83	$12,436.49	$748.35	$11,688.14
2769235	3	0.83	$12,436.49	$748.35	$11,688.14
2769236	2	0.88	$13,185.68	$793.43	$12,392.25
2769237	2	0.88	$13,185.68	$793.43	$12,392.25
2769238	2	0.88	$13,185.68	$793.43	$12,392.25
2769239	2	0.88	$13,185.68	$793.43	$12,392.25
2769240	Open Space	0.00	$0.00	$0.00	$0.00
2769241	Open Space	0.00	$0.00	$0.00	$0.00
2769242	Open Space	0.00	$0.00	$0.00	$0.00
2769243	Open Space	0.00	$0.00	$0.00	$0.00
2769244	Open Space	0.00	$0.00	$0.00	$0.00
2769245	Open Space	0.00	$0.00	$0.00	$0.00
2769246	Open Space	0.00	$0.00	$0.00	$0.00
2769247	Open Space	0.00	$0.00	$0.00	$0.00
2769248	Open Space	0.00	$0.00	$0.00	$0.00
2769249	Open Space	0.00	$0.00	$0.00	$0.00
2810093	4	0.72	$10,795.60	$649.61	$10,145.99
2810095	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810096	4	0.72	$10,795.60	$649.61	$10,145.99
2810097	4	0.72	$10,795.60	$649.61	$10,145.99
2810098	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810099	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810100	4	0.72	$10,795.60	$649.61	$10,145.99
2810101	4	0.72	$10,795.60	$649.61	$10,145.99
2810102	Open Space	0.00	$0.00	$0.00	$0.00
2810103	4	0.72	$10,795.60	$649.61	$10,145.99
2810105	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810106	4	0.72	$10,795.60	$649.61	$10,145.99
2810107	4	0.72	$10,795.60	$649.61	$10,145.99
2810108	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810109	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810110	4	0.72	$10,795.60	$649.61	$10,145.99
2810111	4	0.72	$10,795.60	$649.61	$10,145.99
2810112	4	0.72	$10,795.60	$649.61	$10,145.99
2810113	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810114	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810115	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810116	4	0.72	$10,795.60	$649.61	$10,145.99
2810117	4	0.72	$10,795.60	$649.61	$10,145.99
2810118	4	0.72	$10,795.60	$649.61	$10,145.99
2810119	4	0.72	$10,795.60	$649.61	$10,145.99
2810120	4	0.72	$10,795.60	$649.61	$10,145.99
2810121	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810122	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810123	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	4	0.72	$10,795.60	$649.61	$10,145.99

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810129	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	3	0.83	$12,444.93	$748.86	$11,696.07
2810132	3	0.83	$12,444.93	$748.86	$11,696.07
2810133	3	0.83	$12,444.93	$748.86	$11,696.07
2810134	3	0.83	$12,444.93	$748.86	$11,696.07
2810135	3	0.83	$12,444.93	$748.86	$11,696.07
2810136	3	0.83	$12,444.93	$748.86	$11,696.07
2810137	3	0.83	$12,444.93	$748.86	$11,696.07
2810138	3	0.83	$12,444.93	$748.86	$11,696.07
2810139	3	0.83	$12,444.93	$748.86	$11,696.07
2810140	3	0.83	$12,444.93	$748.86	$11,696.07
2810141	3	0.83	$12,444.93	$748.86	$11,696.07
2810142	3	0.83	$12,444.93	$748.86	$11,696.07
2810143	3	0.83	$12,444.93	$748.86	$11,696.07
2810144	3	0.83	$12,444.93	$748.86	$11,696.07
2810145	3	0.83	$12,444.93	$748.86	$11,696.07
2810146	3	0.83	$12,444.93	$748.86	$11,696.07
2810147	3	0.83	$12,444.93	$748.86	$11,696.07
2810148	3	0.83	$12,444.93	$748.86	$11,696.07
2810149	3	0.83	$12,444.93	$748.86	$11,696.07
2810151	4	0.72	$10,795.60	$649.61	$10,145.99
2810152	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	5	0.58	$8,696.46	$523.30	$8,173.16
2810154	5	0.58	$8,696.46	$523.30	$8,173.16
2810155	5	0.58	$8,696.46	$523.30	$8,173.16
2810156	5	0.58	$8,696.46	$523.30	$8,173.16
2810157	5	0.58	$8,696.46	$523.30	$8,173.16
2810158	5	0.58	$8,696.46	$523.30	$8,173.16
2810159	5	0.58	$8,696.46	$523.30	$8,173.16
2810160	5	0.58	$8,696.46	$523.30	$8,173.16
2810161	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	5	0.58	$8,696.46	$523.30	$8,173.16
2810163	5	0.58	$8,696.46	$523.30	$8,173.16
2810164	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810165	5	0.58	$8,696.46	$523.30	$8,173.16
2810166	5	0.58	$8,696.46	$523.30	$8,173.16
2810167	5	0.58	$8,696.46	$523.30	$8,173.16
2810168	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810169	5	0.58	$8,696.46	$523.30	$8,173.16
2810170	5	0.58	$8,696.46	$523.30	$8,173.16
2810171	5	0.58	$8,696.46	$523.30	$8,173.16
2810172	5	0.58	$8,696.46	$523.30	$8,173.16
2810173	5	0.58	$8,696.46	$523.30	$8,173.16
2810174	5	0.58	$8,696.46	$523.30	$8,173.16
2810175	5	0.58	$8,696.46	$523.30	$8,173.16
2810176	5	0.58	$8,696.46	$523.30	$8,173.16
2810177	5	0.58	$8,696.46	$523.30	$8,173.16
2810178	5	0.58	$8,696.46	$523.30	$8,173.16
2810179	5	0.58	$8,696.46	$523.30	$8,173.16
2810180	5	0.58	$8,696.46	$523.30	$8,173.16
2810181	5	0.58	$8,696.46	$523.30	$8,173.16
2810182	5	0.58	$8,696.46	$523.30	$8,173.16
2810183	4	0.72	$10,795.60	$649.61	$10,145.99
2810184	4	0.72	$10,795.60	$649.61	$10,145.99
2810185	4	0.72	$10,795.60	$649.61	$10,145.99
2810186	4	0.72	$10,795.60	$649.61	$10,145.99
2810187	4	0.72	$10,795.60	$649.61	$10,145.99
2810188	4	0.72	$10,795.60	$649.61	$10,145.99
2810189	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810190	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810191	4	0.72	$10,795.60	$649.61	$10,145.99
2810192	4	0.72	$10,795.60	$649.61	$10,145.99
2810193	4	0.72	$10,795.60	$649.61	$10,145.99
2810194	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810195	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810196	4	0.72	$10,795.60	$649.61	$10,145.99
2810197	4	0.72	$10,795.60	$649.61	$10,145.99
2810198	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810199	4	0.72	$10,795.60	$649.61	$10,145.99
2810200	4	0.72	$10,795.60	$649.61	$10,145.99
2810201	4	0.72	$10,795.60	$649.61	$10,145.99
2810202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810203	4	0.72	$10,795.60	$649.61	$10,145.99
2810204	4	0.72	$10,795.60	$649.61	$10,145.99
2810205	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810207	5	0.58	$8,696.46	$523.30	$8,173.16
2810208	5	0.58	$8,696.46	$523.30	$8,173.16
2810209	5	0.58	$8,696.46	$523.30	$8,173.16
2810210	5	0.58	$8,696.46	$523.30	$8,173.16
2810211	5	0.58	$8,696.46	$523.30	$8,173.16
2810212	5	0.58	$8,696.46	$523.30	$8,173.16
2810213	5	0.58	$8,696.46	$523.30	$8,173.16
2810214	5	0.58	$8,696.46	$523.30	$8,173.16
2810215	5	0.58	$8,696.46	$523.30	$8,173.16
2810216	5	0.58	$8,696.46	$523.30	$8,173.16
2810217	5	0.58	$8,696.46	$523.30	$8,173.16
2810218	5	0.58	$8,696.46	$523.30	$8,173.16
2810219	5	0.58	$8,696.46	$523.30	$8,173.16
2810220	5	0.58	$8,696.46	$523.30	$8,173.16
2810221	5	0.58	$8,696.46	$523.30	$8,173.16
2810222	5	0.58	$8,696.46	$523.30	$8,173.16
2810223	5	0.58	$8,696.46	$523.30	$8,173.16
2810224	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810225	5	0.58	$8,696.46	$523.30	$8,173.16
2810226	5	0.58	$8,696.46	$523.30	$8,173.16
2810227	5	0.58	$8,696.46	$523.30	$8,173.16
2810228	5	0.58	$8,696.46	$523.30	$8,173.16
2810229	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810230	5	0.58	$8,696.46	$523.30	$8,173.16
2810231	5	0.58	$8,696.46	$523.30	$8,173.16
2810232	5	0.58	$8,696.46	$523.30	$8,173.16
2810233	5	0.58	$8,696.46	$523.30	$8,173.16
2810234	4	0.72	$10,795.60	$649.61	$10,145.99
2810235	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810236	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810237	4	0.72	$10,795.60	$649.61	$10,145.99
2810238	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810239	Open Space	0.00	$0.00	$0.00	$0.00
2810240	Open Space	0.00	$0.00	$0.00	$0.00
2810241	4	0.72	$10,795.60	$649.61	$10,145.99
2810242	4	0.72	$10,795.60	$649.61	$10,145.99
2810243	4	0.72	$10,795.60	$649.61	$10,145.99
2810244	4	0.72	$10,795.60	$649.61	$10,145.99
2810245	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810246	4	0.72	$10,795.60	$649.61	$10,145.99
2810247	4	0.72	$10,795.60	$649.61	$10,145.99
2810248	4	0.72	$10,795.60	$649.61	$10,145.99

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810249	4	0.72	$10,795.60	$649.61	$10,145.99
2810250	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	4	0.72	$10,795.60	$649.61	$10,145.99
2810252	4	0.72	$10,795.60	$649.61	$10,145.99
2810253	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810254	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810255	4	0.72	$10,795.60	$649.61	$10,145.99
2810256	4	0.72	$10,795.60	$649.61	$10,145.99
2810257	4	0.72	$10,795.60	$649.61	$10,145.99
2810258	4	0.72	$10,795.60	$649.61	$10,145.99
2810259	4	0.72	$10,795.60	$649.61	$10,145.99
2810260	5	0.58	$8,696.46	$523.30	$8,173.16
2810261	5	0.58	$8,696.46	$523.30	$8,173.16
2810262	5	0.58	$8,696.46	$523.30	$8,173.16
2810263	5	0.58	$8,696.46	$523.30	$8,173.16
2810264	5	0.58	$8,696.46	$523.30	$8,173.16
2810265	5	0.58	$8,696.46	$523.30	$8,173.16
2810266	5	0.58	$8,696.46	$523.30	$8,173.16
2810267	5	0.58	$8,696.46	$523.30	$8,173.16
2810268	5	0.58	$8,696.46	$523.30	$8,173.16
2810269	5	0.58	$8,696.46	$523.30	$8,173.16
2810270	5	0.58	$8,696.46	$523.30	$8,173.16
2810271	5	0.58	$8,696.46	$523.30	$8,173.16
2810272	5	0.58	$8,696.46	$523.30	$8,173.16
2810273	5	0.58	$8,696.46	$523.30	$8,173.16
2810274	5	0.58	$8,696.46	$523.30	$8,173.16
2810275	5	0.58	$8,696.46	$523.30	$8,173.16
2810276	5	0.58	$8,696.46	$523.30	$8,173.16
2810277	5	0.58	$8,696.46	$523.30	$8,173.16
2810278	5	0.58	$8,696.46	$523.30	$8,173.16
2810279	5	0.58	$8,696.46	$523.30	$8,173.16
2810280	5	0.58	$8,696.46	$523.30	$8,173.16
2810281	5	0.58	$8,696.46	$523.30	$8,173.16
2810282	5	0.58	$8,696.46	$523.30	$8,173.16
2810284	3	0.83	$12,444.93	$748.86	$11,696.07
2810285	3	0.83	$12,444.93	$748.86	$11,696.07
2810286	3	0.83	$12,444.93	$748.86	$11,696.07
2810287	3	0.83	$12,444.93	$748.86	$11,696.07
2810288	3	0.83	$12,444.93	$748.86	$11,696.07
2810289	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810290	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810291	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	4	0.72	$10,795.60	$649.61	$10,145.99
2810293	4	0.72	$10,795.60	$649.61	$10,145.99
2810294	4	0.72	$10,795.60	$649.61	$10,145.99
2810295	4	0.72	$10,795.60	$649.61	$10,145.99
2810296	4	0.72	$10,795.60	$649.61	$10,145.99
2810298	5	0.58	$8,696.46	$523.30	$8,173.16
2810299	5	0.58	$8,696.46	$523.30	$8,173.16
2810301	Open Space	0.00	$0.00	$0.00	$0.00
2810302	Open Space	0.00	$0.00	$0.00	$0.00
2810303	Open Space	0.00	$0.00	$0.00	$0.00
2810304	Open Space	0.00	$0.00	$0.00	$0.00
2810305	Open Space	0.00	$0.00	$0.00	$0.00
2810306	Open Space	0.00	$0.00	$0.00	$0.00
2818822	4	0.72	$11,002.83	$662.08	$10,340.74
2818823	6	0.48	$7,335.22	$441.39	$6,893.83
2818824	5	0.58	$8,863.39	$533.34	$8,330.04
2818825	3	0.83	$12,683.81	$763.23	$11,920.58

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2818826	4	0.72	$11,002.83	$662.08	$10,340.74
2818827	4	0.72	$11,002.83	$662.08	$10,340.74
2818828	6	0.48	$7,335.22	$441.39	$6,893.83
2818829	5	0.58	$8,863.39	$533.34	$8,330.04
2818830	3	0.83	$12,683.81	$763.23	$11,920.58
2818831	Open Space	0.00	$0.00	$0.00	$0.00
2842728	3	0.83	$12,314.13	$740.99	$11,573.14
2842732	3	0.83	$12,314.13	$740.99	$11,573.14
2842733	3	0.83	$12,314.13	$740.99	$11,573.14
2842734	3	0.83	$12,314.13	$740.99	$11,573.14
2842735	3	0.83	$12,314.13	$740.99	$11,573.14
2842736	3	0.83	$12,314.13	$740.99	$11,573.14
2842737	3	0.83	$12,314.13	$740.99	$11,573.14
2842738	3	0.83	$12,314.13	$740.99	$11,573.14
2842739	3	0.83	$12,314.13	$740.99	$11,573.14
2842740	3	0.83	$12,314.13	$740.99	$11,573.14
2842741	Open Space	0.00	$0.00	$0.00	$0.00
2842742	1	2.00	$29,672.61	$1,785.51	$27,887.09
2842743	3	0.83	$12,314.13	$740.99	$11,573.14
2842744	3	0.83	$12,314.13	$740.99	$11,573.14
2842745	3	0.83	$12,314.13	$740.99	$11,573.14
2842746	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842747	3	0.83	$12,314.13	$740.99	$11,573.14
2842748	3	0.83	$12,314.13	$740.99	$11,573.14
2842749	3	0.83	$12,314.13	$740.99	$11,573.14
2842750	3	0.83	$12,314.13	$740.99	$11,573.14
2842751	3	0.83	$12,314.13	$740.99	$11,573.14
2842752	3	0.83	$12,314.13	$740.99	$11,573.14
2842753	3	0.83	$12,314.13	$740.99	$11,573.14
2842754	3	0.83	$12,314.13	$740.99	$11,573.14
2842755	3	0.83	$12,314.13	$740.99	$11,573.14
2842756	3	0.83	$12,314.13	$740.99	$11,573.14
2842757	3	0.83	$12,314.13	$740.99	$11,573.14
2842758	3	0.83	$12,314.13	$740.99	$11,573.14
2842759	3	0.83	$12,314.13	$740.99	$11,573.14
2842760	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842761	3	0.83	$12,314.13	$740.99	$11,573.14
2842762	3	0.83	$12,314.13	$740.99	$11,573.14
2842763	3	0.83	$12,314.13	$740.99	$11,573.14
2842764	3	0.42	$6,157.07	$370.49	$5,786.57
2896067		0.42	$6,157.07	$370.49	$5,786.57
2842765	3	0.83	$12,314.13	$740.99	$11,573.14
2842766	3	0.83	$12,314.13	$740.99	$11,573.14
2842767	3	0.83	$12,314.13	$740.99	$11,573.14
2842768	3	0.83	$12,314.13	$740.99	$11,573.14
2842769	3	0.83	$12,314.13	$740.99	$11,573.14
2842770	3	0.83	$12,314.13	$740.99	$11,573.14
2842771	3	0.83	$12,314.13	$740.99	$11,573.14
2842772	3	0.83	$12,314.13	$740.99	$11,573.14
2842773	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842774	3	0.83	$12,314.13	$740.99	$11,573.14
2842775	3	0.83	$12,314.13	$740.99	$11,573.14
2842776	3	0.83	$12,314.13	$740.99	$11,573.14
2842777	3	0.83	$12,314.13	$740.99	$11,573.14
2842778	Open Space	0.00	$0.00	$0.00	$0.00
2842779	Open Space	0.00	$0.00	$0.00	$0.00
2842780	3	0.83	$12,314.13	$740.99	$11,573.14
2842781	3	0.83	$12,314.13	$740.99	$11,573.14
2842782	3	0.83	$12,314.13	$740.99	$11,573.14

Appendix F-2
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2842783	3	0.83	$12,314.13	$740.99	$11,573.14
2842784	3	0.83	$12,314.13	$740.99	$11,573.14
2842785	3	0.83	$12,314.13	$740.99	$11,573.14
2842786	3	0.83	$12,314.13	$740.99	$11,573.14
2842787	3	0.83	$12,314.13	$740.99	$11,573.14
2842788	3	0.83	$12,314.13	$740.99	$11,573.14
2842789	3	0.83	$12,314.13	$740.99	$11,573.14
2842790	3	0.83	$12,314.13	$740.99	$11,573.14
2842791	3	0.83	$12,314.13	$740.99	$11,573.14
2842792	3	0.83	$12,314.13	$740.99	$11,573.14
2842793	7	0.65	$9,643.60	$580.29	$9,063.31
2842794	7	0.65	$9,643.60	$580.29	$9,063.31
2842795	7	0.65	$9,643.60	$580.29	$9,063.31
2842796	7	0.65	$9,643.60	$580.29	$9,063.31
2842797	7	0.65	$9,643.60	$580.29	$9,063.31
2842798	7	0.65	$9,643.60	$580.29	$9,063.31
2842799	7	0.65	$9,643.60	$580.29	$9,063.31
2842800	7	0.65	$9,643.60	$580.29	$9,063.31
2842801	7	0.65	$9,643.60	$580.29	$9,063.31
2842802	7	0.65	$9,643.60	$580.29	$9,063.31
2842803	7	0.65	$9,643.60	$580.29	$9,063.31
2842804	7	0.65	$9,643.60	$580.29	$9,063.31
2842805	7	0.65	$9,643.60	$580.29	$9,063.31
2842806	7	0.65	$9,643.60	$580.29	$9,063.31
2842807	7	0.65	$9,643.60	$580.29	$9,063.31
2842808	7	0.65	$9,643.60	$580.29	$9,063.31
2842809	7	0.65	$9,643.60	$580.29	$9,063.31
2842810	7	0.65	$9,643.60	$580.29	$9,063.31
2842811	7	0.65	$9,643.60	$580.29	$9,063.31
2842812	7	0.65	$9,643.60	$580.29	$9,063.31
2842813	7	0.65	$9,643.60	$580.29	$9,063.31
2842814	7	0.65	$9,643.60	$580.29	$9,063.31
2842815	7	0.65	$9,643.60	$580.29	$9,063.31
2842816	7	0.65	$9,643.60	$580.29	$9,063.31
2842817	7	0.65	$9,643.60	$580.29	$9,063.31
2842818	7	0.65	$9,643.60	$580.29	$9,063.31
2842819	7	0.65	$9,643.60	$580.29	$9,063.31
2842820	7	0.65	$9,643.60	$580.29	$9,063.31
2842821	Open Space	0.00	$0.00	$0.00	$0.00
2842822	Open Space	0.00	$0.00	$0.00	$0.00
2842823	Open Space	0.00	$0.00	$0.00	$0.00
2842824	Open Space	0.00	$0.00	$0.00	$0.00
2842825	7	0.65	$9,643.60	$580.29	$9,063.31
2842826	7	0.65	$9,643.60	$580.29	$9,063.31
2842827	7	0.65	$9,643.60	$580.29	$9,063.31
2842828	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842829	Open Space	0.00	$0.00	$0.00	$0.00
2842830	7	0.65	$9,643.60	$580.29	$9,063.31
2842831	7	0.65	$9,643.60	$580.29	$9,063.31
2842832	7	0.65	$9,643.60	$580.29	$9,063.31
2842833	7	0.65	$9,643.60	$580.29	$9,063.31
2842834	7	0.65	$9,643.60	$580.29	$9,063.31
2842835	7	0.65	$9,643.60	$580.29	$9,063.31
2842836	Open Space	0.00	$0.00	$0.00	$0.00
2842837	Open Space	0.00	$0.00	$0.00	$0.00
2842838	Open Space	0.00	$0.00	$0.00	$0.00
2842839	Open Space	0.00	$0.00	$0.00	$0.00
2868794	8	0.24	$5,999.87	$361.03	$5,638.83
2868795	8	0.24	$5,999.87	$361.03	$5,638.83

Appendix F-2
The Lakes at Mustang Ranch Public Improvement District
Phase #2-9 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868796	8	0.24	$5,999.87	$361.03	$5,638.83
2868797	8	0.24	$5,999.87	$361.03	$5,638.83
2868798	8	0.24	$5,999.87	$361.03	$5,638.83
2868799	8	0.24	$5,999.87	$361.03	$5,638.83
2868800	8	0.24	$5,999.87	$361.03	$5,638.83
2868801	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868802	8	0.24	$5,999.87	$361.03	$5,638.83
2868803	8	0.24	$5,999.87	$361.03	$5,638.83
2868804	8	0.24	$5,999.87	$361.03	$5,638.83
2868805	8	0.24	$5,999.87	$361.03	$5,638.83
2868806	8	0.24	$5,999.87	$361.03	$5,638.83
2868807	8	0.24	$5,999.87	$361.03	$5,638.83
2868808	8	0.24	$5,999.87	$361.03	$5,638.83
2868809	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868810	8	0.24	$5,999.87	$361.03	$5,638.83
2868811	8	0.24	$5,999.87	$361.03	$5,638.83
2868812	8	0.24	$5,999.87	$361.03	$5,638.83
2868813	8	0.24	$5,999.87	$361.03	$5,638.83
2868814	8	0.24	$5,999.87	$361.03	$5,638.83
2868815	Open Space	0.00	$0.00	$0.00	$0.00
2868816	8	0.24	$5,999.87	$361.03	$5,638.83
2868817	8	0.24	$5,999.87	$361.03	$5,638.83
2868818	8	0.24	$5,999.87	$361.03	$5,638.83
2868819	8	0.24	$5,999.87	$361.03	$5,638.83
2868820	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868821	8	0.24	$5,999.87	$361.03	$5,638.83
2868822	8	0.24	$5,999.87	$361.03	$5,638.83
2868823	8	0.24	$5,999.87	$361.03	$5,638.83
2868824	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868825	8	0.24	$5,999.87	$361.03	$5,638.83
2868826	8	0.24	$5,999.87	$361.03	$5,638.83
2868827	Open Space	0.00	$0.00	$0.00	$0.00
2868828	8	0.24	$5,999.87	$361.03	$5,638.83
2868829	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868830	8	0.24	$5,999.87	$361.03	$5,638.83
2868831	8	0.24	$5,999.87	$361.03	$5,638.83
2868832	8	0.24	$5,999.87	$361.03	$5,638.83
2868833	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868834	8	0.24	$5,999.87	$361.03	$5,638.83
2868835	8	0.24	$5,999.87	$361.03	$5,638.83
2868836	8	0.24	$5,999.87	$361.03	$5,638.83
2868837	8	0.24	$5,999.87	$361.03	$5,638.83
2868838	8	0.24	$5,999.87	$361.03	$5,638.83
2868839	8	0.24	$5,999.87	$361.03	$5,638.83
2868840	8	0.24	$5,999.87	$361.03	$5,638.83
2868841	8	0.24	$5,999.87	$361.03	$5,638.83
2868842	8	0.24	$5,999.87	$361.03	$5,638.83
2868843	8	0.24	$5,999.87	$361.03	$5,638.83
2868844	8	0.24	$5,999.87	$361.03	$5,638.83
2868845	8	0.24	$5,999.87	$361.03	$5,638.83
2868846	8	0.24	$5,999.87	$361.03	$5,638.83
2868847	8	0.24	$5,999.87	$361.03	$5,638.83
2868848	8	0.24	$5,999.87	$361.03	$5,638.83
2868849	6	0.29	$7,249.84	$436.25	$6,813.59
2868850	Open Space	0.00	$0.00	$0.00	$0.00
2868851	6	0.29	$7,249.84	$436.25	$6,813.59
2868852	6	0.29	$7,249.84	$436.25	$6,813.59
2868853	6	0.29	$7,249.84	$436.25	$6,813.59
2868854	6	0.29	$7,249.84	$436.25	$6,813.59

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868855	6	0.29	$7,249.84	$436.25	$6,813.59
2868856	6	0.29	$7,249.84	$436.25	$6,813.59
2868857	6	0.29	$7,249.84	$436.25	$6,813.59
2868858	6	0.29	$7,249.84	$436.25	$6,813.59
2868859	6	0.29	$7,249.84	$436.25	$6,813.59
2868860	6	0.29	$7,249.84	$436.25	$6,813.59
2868861	6	0.29	$7,249.84	$436.25	$6,813.59
2868862	6	0.29	$7,249.84	$436.25	$6,813.59
2868863	6	0.29	$7,249.84	$436.25	$6,813.59
2868864	6	0.29	$7,249.84	$436.25	$6,813.59
2868865	8	0.24	$5,999.87	$361.03	$5,638.83
2868866	8	0.24	$5,999.87	$361.03	$5,638.83
2868867	8	0.24	$5,999.87	$361.03	$5,638.83
2868868	8	0.24	$5,999.87	$361.03	$5,638.83
2868869	8	0.24	$5,999.87	$361.03	$5,638.83
2868870	8	0.24	$5,999.87	$361.03	$5,638.83
2868871	8	0.24	$5,999.87	$361.03	$5,638.83
2868872	8	0.24	$5,999.87	$361.03	$5,638.83
2868873	8	0.24	$5,999.87	$361.03	$5,638.83
2868874	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868875	8	0.24	$5,999.87	$361.03	$5,638.83
2868876	8	0.24	$5,999.87	$361.03	$5,638.83
2868877	8	0.24	$5,999.87	$361.03	$5,638.83
2868878	6	0.29	$7,249.84	$436.25	$6,813.59
2868879	6	0.29	$7,249.84	$436.25	$6,813.59
2868880	6	0.29	$7,249.84	$436.25	$6,813.59
2868882	6	0.29	$7,249.84	$436.25	$6,813.59
2868883	6	0.29	$7,249.84	$436.25	$6,813.59
2868884	6	0.29	$7,249.84	$436.25	$6,813.59
2868885	6	0.29	$7,249.84	$436.25	$6,813.59
2868886	6	0.29	$7,249.84	$436.25	$6,813.59
2868887	6	0.29	$7,249.84	$436.25	$6,813.59
2868888	6	0.29	$7,249.84	$436.25	$6,813.59
2868889	6	0.29	$7,249.84	$436.25	$6,813.59
2868890	6	0.29	$7,249.84	$436.25	$6,813.59
2868891	5	0.34	$8,499.81	$511.47	$7,988.35
2868892	5	0.34	$8,499.81	$511.47	$7,988.35
2868893	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868894	5	0.34	$8,499.81	$511.47	$7,988.35
2868895	5	0.34	$8,499.81	$511.47	$7,988.35
2868896	5	0.34	$8,499.81	$511.47	$7,988.35
2868897	6	0.29	$7,249.84	$436.25	$6,813.59
2868898	6	0.29	$7,249.84	$436.25	$6,813.59
2868899	6	0.29	$7,249.84	$436.25	$6,813.59
2868900	6	0.29	$7,249.84	$436.25	$6,813.59
2868901	6	0.29	$7,249.84	$436.25	$6,813.59
2868902	6	0.29	$7,249.84	$436.25	$6,813.59
2868903	6	0.29	$7,249.84	$436.25	$6,813.59
2868904	6	0.29	$7,249.84	$436.25	$6,813.59
2868905	6	0.29	$7,249.84	$436.25	$6,813.59
2868906	6	0.29	$7,249.84	$436.25	$6,813.59
2868907	6	0.29	$7,249.84	$436.25	$6,813.59
2868908	6	0.29	$7,249.84	$436.25	$6,813.59
2868909	6	0.29	$7,249.84	$436.25	$6,813.59
2868910	6	0.29	$7,249.84	$436.25	$6,813.59
2868911	6	0.29	$7,249.84	$436.25	$6,813.59
2868912	6	0.29	$7,249.84	$436.25	$6,813.59
2868913	6	0.29	$7,249.84	$436.25	$6,813.59
2868914	6	0.29	$7,249.84	$436.25	$6,813.59

Appendix F-2
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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868915	6	0.29	$7,249.84	$436.25	$6,813.59
2868916	6	0.29	$7,249.84	$436.25	$6,813.59
2868917	6	0.29	$7,249.84	$436.25	$6,813.59
2868918	6	0.29	$7,249.84	$436.25	$6,813.59
2868919	6	0.29	$7,249.84	$436.25	$6,813.59
2868920	6	0.29	$7,249.84	$436.25	$6,813.59
2868921	6	0.29	$7,249.84	$436.25	$6,813.59
2868922	6	0.29	$7,249.84	$436.25	$6,813.59
2868923	Open Space	0.00	$0.00	$0.00	$0.00
2868924	6	0.29	$7,249.84	$436.25	$6,813.59
2868925	6	0.29	$7,249.84	$436.25	$6,813.59
2868926	6	0.29	$7,249.84	$436.25	$6,813.59
2868927	6	0.29	$7,249.84	$436.25	$6,813.59
2868928	6	0.29	$7,249.84	$436.25	$6,813.59
2868929	6	0.29	$7,249.84	$436.25	$6,813.59
2868930	6	0.29	$7,249.84	$436.25	$6,813.59
2868931	6	0.29	$7,249.84	$436.25	$6,813.59
2868932	5	0.34	$8,499.81	$511.47	$7,988.35
2868933	Open Space	0.00	$0.00	$0.00	$0.00
2868934	Open Space	0.00	$0.00	$0.00	$0.00
2868935	5	0.34	$8,499.81	$511.47	$7,988.35
2868936	5	0.34	$8,499.81	$511.47	$7,988.35
2868937	5	0.34	$8,499.81	$511.47	$7,988.35
2868938	5	0.34	$8,499.81	$511.47	$7,988.35
2868939	5	0.34	$8,499.81	$511.47	$7,988.35
2868940	5	0.34	$8,499.81	$511.47	$7,988.35
2868941	5	0.34	$8,499.81	$511.47	$7,988.35
2868942	5	0.34	$8,499.81	$511.47	$7,988.35
2868943	5	0.34	$8,499.81	$511.47	$7,988.35
2868944	5	0.34	$8,499.81	$511.47	$7,988.35
2868945	5	0.34	$8,499.81	$511.47	$7,988.35
2868946	5	0.34	$8,499.81	$511.47	$7,988.35
2868947	5	0.34	$8,499.81	$511.47	$7,988.35
2868948	5	0.34	$8,499.81	$511.47	$7,988.35
2868949	Open Space	0.00	$0.00	$0.00	$0.00
2868950	5	0.34	$8,499.81	$511.47	$7,988.35
2868951	5	0.34	$8,499.81	$511.47	$7,988.35
2868952	5	0.34	$8,499.81	$511.47	$7,988.35
2868953	5	0.34	$8,499.81	$511.47	$7,988.35
2868954	5	0.34	$8,499.81	$511.47	$7,988.35
2868955	5	0.34	$8,499.81	$511.47	$7,988.35
2868956	5	0.34	$8,499.81	$511.47	$7,988.35
2868957	5	0.34	$8,499.81	$511.47	$7,988.35
2868958	5	0.34	$8,499.81	$511.47	$7,988.35
2868959	5	0.34	$8,499.81	$511.47	$7,988.35
2868960	5	0.34	$8,499.81	$511.47	$7,988.35
2868961	5	0.34	$8,499.81	$511.47	$7,988.35
2868962	5	0.34	$8,499.81	$511.47	$7,988.35
2868963	5	0.34	$8,499.81	$511.47	$7,988.35
2868964	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868965	4	0.43	$10,749.76	$646.85	$10,102.91
2868966	4	0.43	$10,749.76	$646.85	$10,102.91
2868967	4	0.43	$10,749.76	$646.85	$10,102.91
2868968	4	0.43	$10,749.76	$646.85	$10,102.91
2868969	4	0.43	$10,749.76	$646.85	$10,102.91
2868970	4	0.43	$10,749.76	$646.85	$10,102.91
2868971	4	0.43	$10,749.76	$646.85	$10,102.91
2868972	4	0.43	$10,749.76	$646.85	$10,102.91
2868973	4	0.43	$10,749.76	$646.85	$10,102.91

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868974	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868975	4	0.43	$10,749.76	$646.85	$10,102.91
2868976	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868977	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868978	4	0.43	$10,749.76	$646.85	$10,102.91
2868979	4	0.43	$10,749.76	$646.85	$10,102.91
2868980	Open Space	0.00	$0.00	$0.00	$0.00
2868981	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868982	4	0.43	$10,749.76	$646.85	$10,102.91
2868983	4	0.43	$10,749.76	$646.85	$10,102.91
2868984	4	0.43	$10,749.76	$646.85	$10,102.91
2868985	4	0.43	$10,749.76	$646.85	$10,102.91
2868986	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868987	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868988	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868989	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868990	4	0.43	$10,749.76	$646.85	$10,102.91
2868991	4	0.43	$10,749.76	$646.85	$10,102.91
2868992	4	0.43	$10,749.76	$646.85	$10,102.91
2868993	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868994	4	0.43	$10,749.76	$646.85	$10,102.91
2868995	4	0.43	$10,749.76	$646.85	$10,102.91
2868996	4	0.43	$10,749.76	$646.85	$10,102.91
2868997	Open Space	0.00	$0.00	$0.00	$0.00
2868998	Open Space	0.00	$0.00	$0.00	$0.00
2868999	4	0.43	$10,749.76	$646.85	$10,102.91
2869000	4	0.43	$10,749.76	$646.85	$10,102.91
2869001	4	0.43	$10,749.76	$646.85	$10,102.91
2869002	4	0.43	$10,749.76	$646.85	$10,102.91
2869003	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869004	4	0.43	$10,749.76	$646.85	$10,102.91
2869005	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869006	4	0.43	$10,749.76	$646.85	$10,102.91
2869007	4	0.43	$10,749.76	$646.85	$10,102.91
2869008	4	0.43	$10,749.76	$646.85	$10,102.91
2869009	4	0.43	$10,749.76	$646.85	$10,102.91
2869010	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869011	4	0.43	$10,749.76	$646.85	$10,102.91
2869012	4	0.43	$10,749.76	$646.85	$10,102.91
2869013	4	0.43	$10,749.76	$646.85	$10,102.91
2869014	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869015	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869016	4	0.43	$10,749.76	$646.85	$10,102.91
2869017	4	0.43	$10,749.76	$646.85	$10,102.91
2869018	4	0.43	$10,749.76	$646.85	$10,102.91
2869019	4	0.43	$10,749.76	$646.85	$10,102.91
2869020	4	0.43	$10,749.76	$646.85	$10,102.91
2869021	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869022	4	0.43	$10,749.76	$646.85	$10,102.91
2869023	4	0.43	$10,749.76	$646.85	$10,102.91
2869024	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869025	4	0.43	$10,749.76	$646.85	$10,102.91
2869026	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869027	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869028	5	0.34	$8,499.81	$511.47	$7,988.35
2869029	5	0.34	$8,499.81	$511.47	$7,988.35
2869030	5	0.34	$8,499.81	$511.47	$7,988.35
2869031	5	0.34	$8,499.81	$511.47	$7,988.35
2869032	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2869033	5	0.34	$8,499.81	$511.47	$7,988.35
2869034	5	0.34	$8,499.81	$511.47	$7,988.35
2869035	5	0.34	$8,499.81	$511.47	$7,988.35
2869036	5	0.34	$8,499.81	$511.47	$7,988.35
2869037	5	0.34	$8,499.81	$511.47	$7,988.35
2869038	5	0.34	$8,499.81	$511.47	$7,988.35
2869039	5	0.34	$8,499.81	$511.47	$7,988.35
2869040	5	0.34	$8,499.81	$511.47	$7,988.35
2869041	5	0.34	$8,499.81	$511.47	$7,988.35
2869042	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869043	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869045	5	0.34	$8,499.81	$511.47	$7,988.35
2869046	5	0.34	$8,499.81	$511.47	$7,988.35
2869047	5	0.34	$8,499.81	$511.47	$7,988.35
2869048	5	0.34	$8,499.81	$511.47	$7,988.35
2869049	5	0.34	$8,499.81	$511.47	$7,988.35
2869050	5	0.34	$8,499.81	$511.47	$7,988.35
2869051	Open Space	0.00	$0.00	$0.00	$0.00
2869052	Open Space	0.00	$0.00	$0.00	$0.00
2869053	5	0.34	$8,499.81	$511.47	$7,988.35
2869054	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869055	5	0.34	$8,499.81	$511.47	$7,988.35
2869056	5	0.34	$8,499.81	$511.47	$7,988.35
2869057	5	0.34	$8,499.81	$511.47	$7,988.35
2869058	5	0.34	$8,499.81	$511.47	$7,988.35
2869059	5	0.34	$8,499.81	$511.47	$7,988.35
2869060	5	0.34	$8,499.81	$511.47	$7,988.35
2869061	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869062	5	0.34	$8,499.81	$511.47	$7,988.35
2869063	5	0.34	$8,499.81	$511.47	$7,988.35
2869064	5	0.34	$8,499.81	$511.47	$7,988.35
2885970	3	0.49	$12,170.19	$732.33	$11,437.86
2885971	3	0.49	$12,170.19	$732.33	$11,437.86
2885972	2	0.65	$16,144.13	$971.45	$15,172.68
2885973	2	0.65	$16,144.13	$971.45	$15,172.68
2885974	2	0.65	$16,144.13	$971.45	$15,172.68
2885975	2	0.65	$16,144.13	$971.45	$15,172.68
2885976	2	0.65	$16,144.13	$971.45	$15,172.68
2885977	2	0.65	$16,144.13	$971.45	$15,172.68
2885978	2	0.65	$16,144.13	$971.45	$15,172.68
2885979	2	0.65	$16,144.13	$971.45	$15,172.68
2885980	2	0.65	$16,144.13	$971.45	$15,172.68
2885981	2	0.65	$16,144.13	$971.45	$15,172.68
2885982	2	0.65	$16,144.13	$971.45	$15,172.68
2885983	2	0.65	$16,144.13	$971.45	$15,172.68
2885984	2	0.65	$16,144.13	$971.45	$15,172.68
2885985	2	0.65	$16,144.13	$971.45	$15,172.68
2885986	2	0.65	$16,144.13	$971.45	$15,172.68
2885987	2	0.65	$16,144.13	$971.45	$15,172.68
2885988	2	0.65	$16,144.13	$971.45	$15,172.68
2885989	2	0.65	$16,144.13	$971.45	$15,172.68
2885990	2	0.65	$16,144.13	$971.45	$15,172.68
2885991	2	0.65	$16,144.13	$971.45	$15,172.68
2885992	2	0.65	$16,144.13	$971.45	$15,172.68
2885993	2	0.65	$16,144.13	$971.45	$15,172.68
2885994	2	0.65	$16,144.13	$971.45	$15,172.68
2885995	2	0.65	$16,144.13	$971.45	$15,172.68
2885996	2	0.65	$16,144.13	$971.45	$15,172.68
2885997	2	0.65	$16,144.13	$971.45	$15,172.68

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2885998	2	0.65	$16,144.13	$971.45	$15,172.68
2885999	Open Space	0.00	$0.00	$0.00	$0.00
2886000	Open Space	0.00	$0.00	$0.00	$0.00
2886001	Open Space	0.00	$0.00	$0.00	$0.00
2886002	4	0.43	$10,679.96	$642.65	$10,037.31
2886003	4	0.43	$10,679.96	$642.65	$10,037.31
2886004	4	0.43	$10,679.96	$642.65	$10,037.31
2886005	4	0.43	$10,679.96	$642.65	$10,037.31
2886006	4	0.43	$10,679.96	$642.65	$10,037.31
2886007	4	0.43	$10,679.96	$642.65	$10,037.31
2886008	4	0.43	$10,679.96	$642.65	$10,037.31
2886009	4	0.43	$10,679.96	$642.65	$10,037.31
2886010	4	0.43	$10,679.96	$642.65	$10,037.31
2886011	4	0.43	$10,679.96	$642.65	$10,037.31
2886012	4	0.43	$10,679.96	$642.65	$10,037.31
2886013	4	0.43	$10,679.96	$642.65	$10,037.31
2886014	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886015	4	0.43	$10,679.96	$642.65	$10,037.31
2886016	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886017	4	0.43	$10,679.96	$642.65	$10,037.31
2886018	Open Space	0.00	$0.00	$0.00	$0.00
2886019	3	0.49	$12,170.19	$732.33	$11,437.86
2886020	Open Space	0.00	$0.00	$0.00	$0.00
2886021	3	0.49	$12,170.19	$732.33	$11,437.86
2886022	3	0.49	$12,170.19	$732.33	$11,437.86
2886023	3	0.49	$12,170.19	$732.33	$11,437.86
2886024	3	0.49	$12,170.19	$732.33	$11,437.86
2886025	3	0.49	$12,170.19	$732.33	$11,437.86
2886026	3	0.49	$12,170.19	$732.33	$11,437.86
2886027	3	0.49	$12,170.19	$732.33	$11,437.86
2886028	3	0.49	$12,170.19	$732.33	$11,437.86
2886029	3	0.49	$12,170.19	$732.33	$11,437.86
2886030	3	0.49	$12,170.19	$732.33	$11,437.86
2886031	3	0.49	$12,170.19	$732.33	$11,437.86
2886032	3	0.49	$12,170.19	$732.33	$11,437.86
2886033	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886034	3	0.49	$12,170.19	$732.33	$11,437.86
2886035	3	0.49	$12,170.19	$732.33	$11,437.86
2886036	3	0.49	$12,170.19	$732.33	$11,437.86
2886037	3	0.49	$12,170.19	$732.33	$11,437.86
2886038	3	0.49	$12,170.19	$732.33	$11,437.86
2886039	3	0.49	$12,170.19	$732.33	$11,437.86
2886040	Open Space	0.00	$0.00	$0.00	$0.00
2886041	7	0.37	$9,189.74	$552.98	$8,636.75
2886042	7	0.37	$9,189.74	$552.98	$8,636.75
2886043	7	0.37	$9,189.74	$552.98	$8,636.75
2886044	7	0.37	$9,189.74	$552.98	$8,636.75
2886045	7	0.37	$9,189.74	$552.98	$8,636.75
2886046	7	0.37	$9,189.74	$552.98	$8,636.75
2886047	7	0.37	$9,189.74	$552.98	$8,636.75
2886048	7	0.37	$9,189.74	$552.98	$8,636.75
2886049	7	0.37	$9,189.74	$552.98	$8,636.75
2886050	7	0.37	$9,189.74	$552.98	$8,636.75
2886051	7	0.37	$9,189.74	$552.98	$8,636.75
2886052	7	0.37	$9,189.74	$552.98	$8,636.75
2886053	7	0.37	$9,189.74	$552.98	$8,636.75
2886054	7	0.37	$9,189.74	$552.98	$8,636.75
2886055	7	0.37	$9,189.74	$552.98	$8,636.75
2886056	7	0.37	$9,189.74	$552.98	$8,636.75

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886057	7	0.37	$9,189.74	$552.98	$8,636.75
2886058	Open Space	0.00	$0.00	$0.00	$0.00
2886059	7	0.37	$9,189.74	$552.98	$8,636.75
2886060	7	0.37	$9,189.74	$552.98	$8,636.75
2886061	7	0.37	$9,189.74	$552.98	$8,636.75
2886062	7	0.37	$9,189.74	$552.98	$8,636.75
2886063	7	0.37	$9,189.74	$552.98	$8,636.75
2886064	7	0.37	$9,189.74	$552.98	$8,636.75
2886065	7	0.37	$9,189.74	$552.98	$8,636.75
2886066	7	0.37	$9,189.74	$552.98	$8,636.75
2886067	7	0.37	$9,189.74	$552.98	$8,636.75
2886068	7	0.37	$9,189.74	$552.98	$8,636.75
2886069	7	0.37	$9,189.74	$552.98	$8,636.75
2886070	7	0.37	$9,189.74	$552.98	$8,636.75
2886071	7	0.37	$9,189.74	$552.98	$8,636.75
2886072	7	0.37	$9,189.74	$552.98	$8,636.75
2886073	Open Space	0.00	$0.00	$0.00	$0.00
2886074	4	0.43	$10,679.96	$642.65	$10,037.31
2886075	4	0.43	$10,679.96	$642.65	$10,037.31
2886076	4	0.43	$10,679.96	$642.65	$10,037.31
2886077	4	0.43	$10,679.96	$642.65	$10,037.31
2886078	4	0.43	$10,679.96	$642.65	$10,037.31
2886079	4	0.43	$10,679.96	$642.65	$10,037.31
2886080	4	0.43	$10,679.96	$642.65	$10,037.31
2886081	4	0.43	$10,679.96	$642.65	$10,037.31
2886082	4	0.43	$10,679.96	$642.65	$10,037.31
2886083	4	0.43	$10,679.96	$642.65	$10,037.31
2886084	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886085	Open Space	0.00	$0.00	$0.00	$0.00
2886086	2	0.65	$16,144.13	$971.45	$15,172.68
2886088	2	0.65	$16,144.13	$971.45	$15,172.68
2886089	2	0.65	$16,144.13	$971.45	$15,172.68
2886090	2	0.65	$16,144.13	$971.45	$15,172.68
2886091	2	0.65	$16,144.13	$971.45	$15,172.68
2886092	2	0.65	$16,144.13	$971.45	$15,172.68
2886093	2	0.65	$16,144.13	$971.45	$15,172.68
2886094	2	0.65	$16,144.13	$971.45	$15,172.68
2886095	2	0.65	$16,144.13	$971.45	$15,172.68
2886096	2	0.65	$16,144.13	$971.45	$15,172.68
2886097	2	0.65	$16,144.13	$971.45	$15,172.68
2886098	2	0.65	$16,144.13	$971.45	$15,172.68
2886099	2	0.65	$16,144.13	$971.45	$15,172.68
2886100	2	0.65	$16,144.13	$971.45	$15,172.68
2886101	2	0.65	$16,144.13	$971.45	$15,172.68
2886102	2	0.65	$16,144.13	$971.45	$15,172.68
2886103	2	0.65	$16,144.13	$971.45	$15,172.68
2886104	2	0.65	$16,144.13	$971.45	$15,172.68
2886105	2	0.65	$16,144.13	$971.45	$15,172.68
2886106	2	0.65	$16,144.13	$971.45	$15,172.68
2886107	2	0.65	$16,144.13	$971.45	$15,172.68
2886108	2	0.65	$16,144.13	$971.45	$15,172.68
2886109	2	0.65	$16,144.13	$971.45	$15,172.68
2886110	2	0.65	$16,144.13	$971.45	$15,172.68
2886111	2	0.65	$16,144.13	$971.45	$15,172.68
2886112	2	0.65	$16,144.13	$971.45	$15,172.68
2886113	2	0.65	$16,144.13	$971.45	$15,172.68
2886114	Open Space	0.00	$0.00	$0.00	$0.00
2886115	Open Space	0.00	$0.00	$0.00	$0.00
2886116	3	0.49	$12,170.19	$732.33	$11,437.86

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Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886117	3	0.49	$12,170.19	$732.33	$11,437.86
2886118	3	0.49	$12,170.19	$732.33	$11,437.86
2886119	4	0.43	$10,679.96	$642.65	$10,037.31
2886121	4	0.43	$10,679.96	$642.65	$10,037.31
2886122	4	0.43	$10,679.96	$642.65	$10,037.31
2886123	4	0.43	$10,679.96	$642.65	$10,037.31
2886124	4	0.43	$10,679.96	$642.65	$10,037.31
2886125	4	0.43	$10,679.96	$642.65	$10,037.31
2886126	4	0.43	$10,679.96	$642.65	$10,037.31
2886127	4	0.43	$10,679.96	$642.65	$10,037.31
2886128	4	0.43	$10,679.96	$642.65	$10,037.31
2886129	4	0.43	$10,679.96	$642.65	$10,037.31
2886130	4	0.43	$10,679.96	$642.65	$10,037.31
2886131	4	0.43	$10,679.96	$642.65	$10,037.31
2886132	Open Space	0.00	$0.00	$0.00	$0.00
2886133	Open Space	0.00	$0.00	$0.00	$0.00
2886134	Open Space	0.00	$0.00	$0.00	$0.00
2886135	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886137	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886138	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886139	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886140	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886141	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886142	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886143	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886144	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886145	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886146	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886147	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886148	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886149	1	1.00	$24,837.12	$1,494.54	$23,342.58
2886150	3	0.49	$12,170.19	$732.33	$11,437.86
2886151	3	0.49	$12,170.19	$732.33	$11,437.86
2886152	3	0.49	$12,170.19	$732.33	$11,437.86
2886153	3	0.49	$12,170.19	$732.33	$11,437.86
2886154	3	0.49	$12,170.19	$732.33	$11,437.86
2886155	3	0.49	$12,170.19	$732.33	$11,437.86
2886156	3	0.49	$12,170.19	$732.33	$11,437.86
2886157	3	0.49	$12,170.19	$732.33	$11,437.86
2886158	Open Space	0.00	$0.00	$0.00	$0.00
2886159	Open Space	0.00	$0.00	$0.00	$0.00
2886160	Open Space	0.00	$0.00	$0.00	$0.00
2886161	Open Space	0.00	$0.00	$0.00	$0.00
2886162	Open Space	0.00	$0.00	$0.00	$0.00
2886163	Open Space	0.00	$0.00	$0.00	$0.00
Total		638.52	$12,252,264.81	$737,264.81	$11,515,000.00

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Appendix G
Phase #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units (Original)	**209.97**
Original Assessment	**$9,000,000**
Restated Assessment	**$7,750,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	CCMI[4]	Administrative Expenses[5]	Additional Interest	Capitalized Interest/ Available Credits	Total Annual Installment
2015	$0	$299,119	$0	$0	$0	$0	$0	($299,119)	$0
2016	$0	$507,938	$0	$0	$1,970	$15,255	$45,000	($157,820)	$412,343
2017	$175,000	$480,938	$0	$0	$21,520	$15,514	$72,000	$0	$764,972
2018	$200,000	$498,531	$0	$0	$42,091	$15,778	$44,125	$0	$800,526
2019	$200,000	$484,750	$0	$0	$48,382	$25,000	$42,857	($48,382)	$752,607
2020	$200,000	$473,924	$0	$0	$56,750	$33,368	$41,850	($91,144)	$714,748
2021	$225,000	$461,856	$0	$0	$0	$35,000	$40,735	($10,927)	$751,664
2022	$0	$0	$270,000	$243,548	$0	$39,500	$37,316	($10)	$590,354
2023	$0	$0	$280,000	$232,914	$0	$36,000	$35,966	$0	$566,885
2024	$0	$0	$295,000	$220,810	$0	$36,720	$34,394	$0	$569,576
2025	$0	$0	$305,000	$210,619	$0	$17,754	$33,225	$0	$566,598
2026	$0	$0	$320,000	$198,419	$0	$18,056	$31,700	$0	$568,175
2027	$0	$0	$335,000	$185,619	$0	$18,363	$30,100	$0	$569,082
2028	$0	$0	$350,000	$172,219	$0	$18,675	$28,425	$0	$569,319
2029	$0	$0	$365,000	$158,219	$0	$18,993	$26,675	$0	$568,887
2030	$0	$0	$380,000	$143,619	$0	$19,315	$24,850	$0	$567,784
2031	$0	$0	$395,000	$128,419	$0	$19,644	$22,950	$0	$566,013
2032	$0	$0	$410,000	$116,569	$0	$19,978	$20,975	$0	$567,522
2033	$0	$0	$425,000	$104,269	$0	$20,317	$18,925	$0	$568,511
2034	$0	$0	$435,000	$91,519	$0	$20,663	$16,800	$0	$563,982
2035	$0	$0	$450,000	$78,469	$0	$21,014	$14,625	$0	$564,108
2036	$0	$0	$470,000	$64,969	$0	$21,371	$12,375	$0	$568,715
2037	$0	$0	$480,000	$52,631	$0	$21,735	$10,025	$0	$564,391
2038	$0	$0	$495,000	$40,031	$0	$22,104	$7,625	$0	$564,760
2039	$0	$0	$510,000	$27,038	$0	$22,480	$5,151	$0	$564,668
2040	$0	$0	$520,000	$13,650	$0	$22,862	$2,600	$0	$559,112
Total	**$1,000,000**	**$3,207,056**	**$7,490,000**	**$2,485,861**	**$170,713**	**$537,362**	**$701,712**	**($607,402)**	**$14,985,301**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Series 2015 Phase #1 Bonds. The interest amount also includes the additional 0.5% interest being collected for the prepayment and delinquency reserves.

[3]The principal and interest amounts represent the debt service requirements of the Phase #1 Refunding Bonds. The interest amount also includes the additional 0.5% interest being collected for the Additional Interest Reserve.

[4]Amounts represent the debt service on the 2015 CCMI. The portion of the Assessment related to the 2015 CCMI was released in 2020.

[5]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739841	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2759317	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739853	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739854	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740206	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740207	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740208	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740209	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740210	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740211	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740212	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740213	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740214	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740215	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740216	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740217	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740218	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739857	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2739858	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2739859	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2739862	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740098	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740099	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740100	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740101	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740142	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740143	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740144	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740145	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740146	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740147	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740148	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740149	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740150	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740151	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740152	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740177	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740178	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740179	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740180	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740181	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740182	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740183	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740184	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740185	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740186	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740187	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740188	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740189	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740190	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740191	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740192	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740193	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740194	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740195	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740196	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740197	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740198	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740199	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740200	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740201	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740202	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740203	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2740204	3	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740205	3	0.83	$27,556.12	$1,181.77	$884.56	$137.78	$147.10	$2,351.20
2739860	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2739861	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740092	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740093	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740094	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740095	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740096	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740097	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740103	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740104	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740105	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740106	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740107	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740108	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740109	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740110	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740111	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740112	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740113	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740114	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740115	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740116	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740117	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740118	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740134	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740135	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740136	4	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740137	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740138	4	0.48	$15,776.71	$676.60	$506.44	$78.88	$84.22	$1,346.14
2808775	4	0.24	$8,127.40	$348.55	$260.89	$40.64	$43.39	$693.46
2740139	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740140	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740141	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740153	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740154	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740155	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740156	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740157	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740158	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740159	4	0.36	$11,952.05	$512.57	$383.66	$59.76	$63.80	$1,019.80
2837813	4	0.36	$11,952.05	$512.57	$383.66	$59.76	$63.80	$1,019.80
2740160	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740161	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740162	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740163	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740164	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740165	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740166	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740167	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740168	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740169	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740170	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740171	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740172	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740173	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740174	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2740175	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740176	4	0.72	$23,904.11	$1,025.15	$767.33	$119.52	$127.60	$2,039.60
2739863	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739864	5	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2739865	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739870	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739871	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739970	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739971	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739972	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739973	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739974	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739975	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739976	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739993	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739994	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739995	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739996	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739997	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739998	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739999	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740000	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740001	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740002	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740003	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740004	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740005	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740006	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740007	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740008	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740009	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740010	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740011	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740012	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740013	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740014	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740015	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740016	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740017	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740018	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740019	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740020	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740021	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740022	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740023	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740024	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740025	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740026	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740027	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740028	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740029	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740030	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740031	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740043	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740044	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740045	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740046	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740047	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740048	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740049	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740050	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740051	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2740052	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740053	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740054	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740055	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740056	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740057	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740058	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740059	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740060	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740061	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740062	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740063	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740064	5	0.29	$9,628.04	$412.91	$309.06	$48.14	$51.40	$821.50
2817804	5	0.29	$9,628.04	$412.91	$309.06	$48.14	$51.40	$821.50
2740065	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740066	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740067	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740068	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740069	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740070	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740071	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740072	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740073	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740074	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740075	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740076	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740077	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740078	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740079	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740080	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740081	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740082	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740083	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740084	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740085	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740086	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740087	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740088	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740089	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740090	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2740091	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739866	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739867	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739868	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739869	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739872	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739879	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739880	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739881	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739882	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739883	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739884	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739885	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739886	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739887	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739888	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739889	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739890	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739891	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739892	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739893	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739894	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739895	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739896	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739897	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739898	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739899	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739900	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739901	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739902	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739903	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739904	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739905	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739906	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739907	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739908	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739909	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739910	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739911	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739912	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739913	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739914	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739915	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739916	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739917	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739918	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739919	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739920	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739921	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739923	5	0.29	$9,628.04	$412.91	$309.06	$48.14	$51.40	$821.50
2846354	5	0.29	$9,628.04	$412.91	$309.06	$48.14	$51.40	$821.50
2739924	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739925	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739926	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739927	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739928	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739929	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739930	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739931	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739932	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739933	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739934	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739935	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739936	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739937	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739938	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739939	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739940	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739941	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739942	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739943	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739944	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739945	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739946	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739947	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739948	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739949	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739950	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739951	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739952	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739953	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739954	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #1 Assessment Roll Summary -2023-24

Parcel	Lot Type	Equivalent Units	Outstanding Assessments	Principal	Interest	Excess Interest for Reserves	Administrative Expenses	Annual Installment
2759314	1	1.00	$33,200.15	$1,423.81	$1,065.73	$166.00	$177.23	$2,832.78
2739955	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739956	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739957	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739958	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739959	6	0.24	$7,968.04	$341.72	$255.78	$39.84	$42.53	$679.87
2850166	6	0.24	$7,968.04	$341.72	$255.78	$39.84	$42.53	$679.87
2739960	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739961	5	0.58	$19,256.09	$825.81	$618.12	$96.28	$102.79	$1,643.01
2739962	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739963	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739964	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739965	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739966	6	0.24	$7,968.04	$341.72	$255.78	$39.84	$42.53	$679.87
2837696	6	0.24	$7,968.04	$341.72	$255.78	$39.84	$42.53	$679.87
2739967	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739978	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739979	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739980	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739981	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739982	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739983	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739984	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739985	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2739986	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2868881	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740032	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740033	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740034	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740036	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740037	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740038	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740039	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740040	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740041	6	0.48	$15,936.07	$683.43	$511.55	$79.68	$85.07	$1,359.73
2740042	6	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2740219	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740220	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740221	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740222	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740223	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740224	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740226	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740228	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740229	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740230	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740232	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740233	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740234	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740235	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740236	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740237	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740238	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740494	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2740495	Open Space	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Total		**207.19**	**$6,878,738.37**	**$295,000.00**	**$220,809.10**	**$34,393.69**	**$36,720.00**	**$586,922.79**

APPENDIX H
PHASE #2 ASSESSMENT ROLL

Appendix H
Phase #2 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**188.61**
Outstanding Assessment	**$4,260,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2018	$0	$470,110	$20,000	$0	$490,110
2019	$0	$467,241	$13,548	$0	$480,789
2020	$95,000	$449,656	$22,000	$0	$566,656
2021	$92,000	$423,965	$20,000	$0	$535,965
2022	$89,000	$411,122	$20,855	$0	$520,977
2023	$97,000	$258,166	$21,759	$0	$376,925
2024	$100,000	$250,236	$22,129	$0	$372,365
2025	$193,000	$214,183	$22,129	$0	$429,312
2026	$118,000	$203,350	$22,572	$20,335	$364,257
2027	$121,000	$197,450	$23,023	$19,745	$361,218
2028	$129,000	$191,400	$23,483	$19,140	$363,023
2029	$133,000	$184,950	$23,953	$18,495	$360,398
2030	$141,000	$178,300	$24,432	$17,830	$361,562
2031	$144,000	$171,250	$24,921	$17,125	$357,296
2032	$152,000	$164,050	$25,419	$16,405	$357,874
2033	$160,000	$156,450	$25,928	$15,645	$358,023
2034	$168,000	$148,450	$26,446	$14,845	$357,741
2035	$175,000	$140,050	$26,975	$14,005	$356,030
2036	$182,000	$131,300	$27,515	$13,130	$353,945
2037	$193,000	$122,200	$28,065	$12,220	$355,485
2038	$201,000	$112,550	$28,626	$11,255	$353,431
2039	$212,000	$102,500	$29,199	$10,250	$353,949
2040	$222,000	$91,900	$29,783	$9,190	$352,873
2041	$233,000	$80,800	$30,378	$8,080	$352,258
2042	$243,000	$69,150	$30,986	$6,915	$350,051
2043	$556,000	$57,000	$31,606	$5,700	$650,306
2044	$584,000	$29,200	$32,238	$2,920	$648,358
Total	**$4,733,000**	**$5,006,869**	**$657,968**	**$253,230**	**$10,651,067**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phase #2 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2766631	6	0.48	$10,843.68	($2.26)	$10,841.42
2766647	6	0.48	$10,843.68	($2.26)	$10,841.42
2766648	6	0.48	$10,843.68	($2.26)	$10,841.42
2766649	6	0.48	$10,843.68	($2.26)	$10,841.42
2766650	6	0.48	$10,843.68	($2.26)	$10,841.42
2766651	6	0.48	$10,843.68	($2.26)	$10,841.42
2766652	6	0.48	$10,843.68	($2.26)	$10,841.42
2766653	6	0.48	$10,843.68	($2.26)	$10,841.42
2766654	6	0.48	$10,843.68	($2.26)	$10,841.42
2766655	6	0.48	$10,843.68	($2.26)	$10,841.42
2766656	6	0.48	$10,843.68	($2.26)	$10,841.42
2766657	6	0.48	$10,843.68	($2.26)	$10,841.42
2766658	6	0.48	$10,843.68	($2.26)	$10,841.42
2766659	6	0.48	$10,843.68	($2.26)	$10,841.42
2766660	6	0.48	$10,843.68	($2.26)	$10,841.42
2766661	6	0.48	$10,843.68	($2.26)	$10,841.42
2766662	6	0.48	$10,843.68	($2.26)	$10,841.42
2766663	6	0.48	$10,843.68	($2.26)	$10,841.42
2766664	6	0.48	$10,843.68	($2.26)	$10,841.42
2766665	6	0.48	$10,843.68	($2.26)	$10,841.42
2766666	6	0.48	$10,843.68	($2.26)	$10,841.42
2766667	6	0.32	$7,229.12	($1.51)	$7,227.61
2886355	6	0.16	$3,614.56	($0.75)	$3,613.81
2766668	6	0.48	$10,843.68	($2.26)	$10,841.42
2766669	6	0.48	$10,843.68	($2.26)	$10,841.42
2766670	6	0.48	$10,843.68	($2.26)	$10,841.42
2766671	6	0.48	$10,843.68	($2.26)	$10,841.42
2766672	6	0.48	$10,843.68	($2.26)	$10,841.42
2766673	6	0.48	$10,843.68	($2.26)	$10,841.42
2766674	6	0.48	$10,843.68	($2.26)	$10,841.42
2766675	6	0.48	$10,843.68	($2.26)	$10,841.42
2766676	6	0.48	$10,843.68	($2.26)	$10,841.42
2766677	6	0.48	$10,843.68	($2.26)	$10,841.42
2766678	6	0.48	$10,843.68	($2.26)	$10,841.42
2766679	6	0.48	$10,843.68	($2.26)	$10,841.42
2766680	6	0.48	$10,843.68	($2.26)	$10,841.42
2766681	6	0.48	$10,843.68	($2.26)	$10,841.42
2766682	6	0.48	$10,843.68	($2.26)	$10,841.42
2766683	6	0.48	$10,843.68	($2.26)	$10,841.42
2766684	6	0.48	$10,843.68	($2.26)	$10,841.42
2766685	6	0.48	$10,843.68	($2.26)	$10,841.42
2766686	6	0.48	$10,843.68	($2.26)	$10,841.42
2766687	6	0.48	$10,843.68	($2.26)	$10,841.42
2766688	6	0.48	$10,843.68	($2.26)	$10,841.42
2766689	6	0.48	$10,843.68	($2.26)	$10,841.42
2766690	6	0.48	$10,843.68	($2.26)	$10,841.42
2766691	6	0.48	$10,843.68	($2.26)	$10,841.42
2766692	6	0.48	$10,843.68	($2.26)	$10,841.42
2766693	6	0.48	$10,843.68	($2.26)	$10,841.42
2766694	6	0.48	$10,843.68	($2.26)	$10,841.42
2766695	6	0.48	$10,843.68	($2.26)	$10,841.42

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2766696	6	0.48	$10,843.68	($2.26)	$10,841.42
2766697	6	0.48	$10,843.68	($2.26)	$10,841.42
2766698	6	0.48	$10,843.68	($2.26)	$10,841.42
2766699	6	0.48	$10,843.68	($2.26)	$10,841.42
2766700	6	0.48	$10,843.68	($2.26)	$10,841.42
2766701	6	0.48	$10,843.68	($2.26)	$10,841.42
2766702	6	0.48	$10,843.68	($2.26)	$10,841.42
2766703	6	0.48	$10,843.68	($2.26)	$10,841.42
2766704	6	0.48	$10,843.68	($2.26)	$10,841.42
2766705	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766707	5	0.58	$13,102.78	($2.73)	$13,100.05
2766708	5	0.58	$13,102.78	($2.73)	$13,100.05
2766709	5	0.58	$13,102.78	($2.73)	$13,100.05
2766710	5	0.58	$13,102.78	($2.73)	$13,100.05
2766711	5	0.58	$13,102.78	($2.73)	$13,100.05
2766712	5	0.58	$13,102.78	($2.73)	$13,100.05
2766713	5	0.58	$13,102.78	($2.73)	$13,100.05
2766714	5	0.58	$13,102.78	($2.73)	$13,100.05
2766715	5	0.58	$13,102.78	($2.73)	$13,100.05
2766716	5	0.58	$13,102.78	($2.73)	$13,100.05
2766717	5	0.58	$13,102.78	($2.73)	$13,100.05
2766718	5	0.58	$13,102.78	($2.73)	$13,100.05
2766719	5	0.58	$13,102.78	($2.73)	$13,100.05
2766720	5	0.58	$13,102.78	($2.73)	$13,100.05
2766721	5	0.58	$13,102.78	($2.73)	$13,100.05
2766723	5	0.58	$13,102.78	($2.73)	$13,100.05
2766724	5	0.58	$13,102.78	($2.73)	$13,100.05
2766725	5	0.58	$13,102.78	($2.73)	$13,100.05
2766726	5	0.58	$13,102.78	($2.73)	$13,100.05
2766727	5	0.58	$13,102.78	($2.73)	$13,100.05
2766728	5	0.58	$13,102.78	($2.73)	$13,100.05
2766729	5	0.58	$13,102.78	($2.73)	$13,100.05
2766730	5	0.58	$13,102.78	($2.73)	$13,100.05
2766731	5	0.58	$13,102.78	($2.73)	$13,100.05
2766732	5	0.58	$13,102.78	($2.73)	$13,100.05
2766733	5	0.58	$13,102.78	($2.73)	$13,100.05
2766734	5	0.58	$13,102.78	($2.73)	$13,100.05
2766735	5	0.58	$13,102.78	($2.73)	$13,100.05
2766736	5	0.58	$13,102.78	($2.73)	$13,100.05
2766737	5	0.58	$13,102.78	($2.73)	$13,100.05
2766738	5	0.58	$13,102.78	($2.73)	$13,100.05
2766739	5	0.58	$13,102.78	($2.73)	$13,100.05
2766740	5	0.58	$13,102.78	($2.73)	$13,100.05
2766741	6	0.48	$10,843.68	($2.26)	$10,841.42
2766742	6	0.48	$10,843.68	($2.26)	$10,841.42
2766743	6	0.48	$10,843.68	($2.26)	$10,841.42
2766744	6	0.48	$10,843.68	($2.26)	$10,841.42
2766745	6	0.48	$10,843.68	($2.26)	$10,841.42
2766746	6	0.48	$10,843.68	($2.26)	$10,841.42
2766747	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766748	6	0.48	$10,843.68	($2.26)	$10,841.42

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2766749	6	0.48	$10,843.68	($2.26)	$10,841.42
2766750	6	0.48	$10,843.68	($2.26)	$10,841.42
2766751	6	0.48	$10,843.68	($2.26)	$10,841.42
2766752	6	0.48	$10,843.68	($2.26)	$10,841.42
2766755	6	0.48	$10,843.68	($2.26)	$10,841.42
2766756	6	0.48	$10,843.68	($2.26)	$10,841.42
2766757	6	0.48	$10,843.68	($2.26)	$10,841.42
2766758	6	0.48	$10,843.68	($2.26)	$10,841.42
2766759	6	0.48	$10,843.68	($2.26)	$10,841.42
2766760	6	0.48	$10,843.68	($2.26)	$10,841.42
2766761	6	0.48	$10,843.68	($2.26)	$10,841.42
2766762	6	0.48	$10,843.68	($2.26)	$10,841.42
2766763	6	0.48	$10,843.68	($2.26)	$10,841.42
2766764	5	0.58	$13,102.78	($2.73)	$13,100.05
2766765	5	0.58	$13,102.78	($2.73)	$13,100.05
2766766	5	0.58	$13,102.78	($2.73)	$13,100.05
2766767	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766768	5	0.58	$13,102.78	($2.73)	$13,100.05
2766769	5	0.58	$13,102.78	($2.73)	$13,100.05
2766770	5	0.58	$13,102.78	($2.73)	$13,100.05
2766771	5	0.58	$13,102.78	($2.73)	$13,100.05
2766772	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766773	5	0.58	$13,102.78	($2.73)	$13,100.05
2766774	5	0.58	$13,102.78	($2.73)	$13,100.05
2766775	5	0.58	$13,102.78	($2.73)	$13,100.05
2766776	6	0.48	$10,843.68	($2.26)	$10,841.42
2766778	6	0.48	$10,843.68	($2.26)	$10,841.42
2766779	6	0.48	$10,843.68	($2.26)	$10,841.42
2766780	6	0.48	$10,843.68	($2.26)	$10,841.42
2766781	6	0.48	$10,843.68	($2.26)	$10,841.42
2766785	6	0.48	$10,843.68	($2.26)	$10,841.42
2766786	6	0.24	$5,421.84	($1.13)	$5,420.71
2839550	6	0.24	$5,421.84	($1.13)	$5,420.71
2766787	6	0.48	$10,843.68	($2.26)	$10,841.42
2766788	6	0.48	$10,843.68	($2.26)	$10,841.42
2766789	6	0.48	$10,843.68	($2.26)	$10,841.42
2766790	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766791	6	0.48	$10,843.68	($2.26)	$10,841.42
2766792	6	0.48	$10,843.68	($2.26)	$10,841.42
2766793	6	0.48	$10,843.68	($2.26)	$10,841.42
2766794	6	0.48	$10,843.68	($2.26)	$10,841.42
2766795	6	0.48	$10,843.68	($2.26)	$10,841.42
2766796	6	0.48	$10,843.68	($2.26)	$10,841.42
2766797	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766798	6	0.48	$10,843.68	($2.26)	$10,841.42
2766800	5	0.58	$13,102.78	($2.73)	$13,100.05
2766801	5	0.58	$13,102.78	($2.73)	$13,100.05
2766802	5	0.58	$13,102.78	($2.73)	$13,100.05
2766803	5	0.58	$13,102.78	($2.73)	$13,100.05
2766804	5	0.58	$13,102.78	($2.73)	$13,100.05
2766805	5	0.58	$13,102.78	($2.73)	$13,100.05

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2766806	5	0.58	$13,102.78	($2.73)	$13,100.05
2766807	5	0.58	$13,102.78	($2.73)	$13,100.05
2766808	5	0.58	$13,102.78	($2.73)	$13,100.05
2766809	5	0.58	$13,102.78	($2.73)	$13,100.05
2766810	5	0.58	$13,102.78	($2.73)	$13,100.05
2766811	5	0.58	$13,102.78	($2.73)	$13,100.05
2766812	5	0.58	$13,102.78	($2.73)	$13,100.05
2766813	5	0.58	$13,102.78	($2.73)	$13,100.05
2766814	5	0.58	$13,102.78	($2.73)	$13,100.05
2766815	5	0.58	$13,102.78	($2.73)	$13,100.05
2766816	5	0.58	$13,102.78	($2.73)	$13,100.05
2766817	5	0.58	$13,102.78	($2.73)	$13,100.05
2766818	5	0.58	$13,102.78	($2.73)	$13,100.05
2766819	5	0.29	$6,551.39	($1.36)	$6,550.02
2817555	5	0.29	$6,551.39	($1.36)	$6,550.02
2766820	5	0.58	$13,102.78	($2.73)	$13,100.05
2766821	5	0.58	$13,102.78	($2.73)	$13,100.05
2766822	5	0.58	$13,102.78	($2.73)	$13,100.05
2766823	6	0.48	$10,843.68	($2.26)	$10,841.42
2766824	6	0.48	$10,843.68	($2.26)	$10,841.42
2766825	6	0.48	$10,843.68	($2.26)	$10,841.42
2766826	6	0.48	$10,843.68	($2.26)	$10,841.42
2766827	6	0.48	$10,843.68	($2.26)	$10,841.42
2766828	6	0.48	$10,843.68	($2.26)	$10,841.42
2766829	6	0.48	$10,843.68	($2.26)	$10,841.42
2766830	6	0.48	$10,843.68	($2.26)	$10,841.42
2766831	6	0.48	$10,843.68	($2.26)	$10,841.42
2766832	6	0.48	$10,843.68	($2.26)	$10,841.42
2766833	6	0.48	$10,843.68	($2.26)	$10,841.42
2766834	6	0.48	$10,843.68	($2.26)	$10,841.42
2766835	6	0.48	$10,843.68	($2.26)	$10,841.42
2766836	6	0.48	$10,843.68	($2.26)	$10,841.42
2766837	6	0.48	$10,843.68	($2.26)	$10,841.42
2766838	6	0.48	$10,843.68	($2.26)	$10,841.42
2766839	6	0.48	$10,843.68	($2.26)	$10,841.42
2766840	6	0.48	$10,843.68	($2.26)	$10,841.42
2766841	6	0.48	$10,843.68	($2.26)	$10,841.42
2766842	6	0.48	$10,843.68	($2.26)	$10,841.42
2766843	6	0.48	$10,843.68	($2.26)	$10,841.42
2766844	6	0.48	$10,843.68	($2.26)	$10,841.42
2766845	6	0.48	$10,843.68	($2.26)	$10,841.42
2766846	6	0.48	$10,843.68	($2.26)	$10,841.42
2766847	6	0.48	$10,843.68	($2.26)	$10,841.42
2766848	6	0.48	$10,843.68	($2.26)	$10,841.42
2766849	6	0.48	$10,843.68	($2.26)	$10,841.42
2766850	6	0.48	$10,843.68	($2.26)	$10,841.42
2766851	6	0.48	$10,843.68	($2.26)	$10,841.42
2766858	6	0.48	$10,843.68	($2.26)	$10,841.42
2766859	6	0.48	$10,843.68	($2.26)	$10,841.42
2766860	6	0.48	$10,843.68	($2.26)	$10,841.42
2766861	6	0.48	$10,843.68	($2.26)	$10,841.42

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2766862	6	0.48	$10,843.68	($2.26)	$10,841.42
2766863	6	0.48	$10,843.68	($2.26)	$10,841.42
2766864	6	0.48	$10,843.68	($2.26)	$10,841.42
2766865	6	0.48	$10,843.68	($2.26)	$10,841.42
2766866	6	0.48	$10,843.68	($2.26)	$10,841.42
2766867	6	0.48	$10,843.68	($2.26)	$10,841.42
2766868	6	0.48	$10,843.68	($2.26)	$10,841.42
2766869	6	0.48	$10,843.68	($2.26)	$10,841.42
2766870	6	0.48	$10,843.68	($2.26)	$10,841.42
2766871	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766872	6	0.48	$10,843.68	($2.26)	$10,841.42
2766873	6	0.48	$10,843.68	($2.26)	$10,841.42
2766874	6	0.48	$10,843.68	($2.26)	$10,841.42
2766875	6	0.48	$10,843.68	($2.26)	$10,841.42
2766876	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766877	6	0.48	$10,843.68	($2.26)	$10,841.42
2766878	6	0.48	$10,843.68	($2.26)	$10,841.42
2766879	6	0.48	$10,843.68	($2.26)	$10,841.42
2766882	6	0.48	$10,843.68	($2.26)	$10,841.42
2766883	6	0.48	$10,843.68	($2.26)	$10,841.42
2766884	6	0.48	$10,843.68	($2.26)	$10,841.42
2766885	6	0.48	$10,843.68	($2.26)	$10,841.42
2766886	6	0.48	$10,843.68	($2.26)	$10,841.42
2766887	6	0.48	$10,843.68	($2.26)	$10,841.42
2766888	6	0.48	$10,843.68	($2.26)	$10,841.42
2766889	6	0.48	$10,843.68	($2.26)	$10,841.42
2766890	6	0.48	$10,843.68	($2.26)	$10,841.42
2766891	6	0.48	$10,843.68	($2.26)	$10,841.42
2766892	6	0.48	$10,843.68	($2.26)	$10,841.42
2766893	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2766894	6	0.48	$10,843.68	($2.26)	$10,841.42
2766895	6	0.48	$10,843.68	($2.26)	$10,841.42
2766896	6	0.48	$10,843.68	($2.26)	$10,841.42
2766897	6	0.48	$10,843.68	($2.26)	$10,841.42
2766898	6	0.48	$10,843.68	($2.26)	$10,841.42
2766899	6	0.48	$10,843.68	($2.26)	$10,841.42
2766901	6	0.48	$10,843.68	($2.26)	$10,841.42
2766902	6	0.48	$10,843.68	($2.26)	$10,841.42
2766904	Open Space	0.00	$0.00	$0.00	$0.00
2766905	Open Space	0.00	$0.00	$0.00	$0.00
2766906	Open Space	0.00	$0.00	$0.00	$0.00
2766907	Open Space	0.00	$0.00	$0.00	$0.00
2766908	Open Space	0.00	$0.00	$0.00	$0.00
2766909	Open Space	0.00	$0.00	$0.00	$0.00
2766910	Open Space	0.00	$0.00	$0.00	$0.00
2766911	Open Space	0.00	$0.00	$0.00	$0.00
2769104	3	0.83	$18,750.52	($3.90)	$18,746.62
2769105	3	0.83	$18,750.52	($3.90)	$18,746.62
2769106	3	0.83	$18,750.52	($3.90)	$18,746.62
2769107	3	0.83	$18,750.52	($3.90)	$18,746.62
2769108	3	0.83	$18,750.52	($3.90)	$18,746.62

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Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2769109	3	0.83	$18,750.52	($3.90)	$18,746.62
2769110	3	0.83	$18,750.52	($3.90)	$18,746.62
2769111	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769112	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769113	4	0.72	$16,265.52	($3.39)	$16,262.13
2769114	4	0.72	$16,265.52	($3.39)	$16,262.13
2769115	4	0.72	$16,265.52	($3.39)	$16,262.13
2769116	4	0.72	$16,265.52	($3.39)	$16,262.13
2769117	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769118	4	0.72	$16,265.52	($3.39)	$16,262.13
2769119	4	0.72	$16,265.52	($3.39)	$16,262.13
2769120	4	0.72	$16,265.52	($3.39)	$16,262.13
2769121	4	0.72	$16,265.52	($3.39)	$16,262.13
2769122	4	0.72	$16,265.52	($3.39)	$16,262.13
2769123	4	0.72	$16,265.52	($3.39)	$16,262.13
2769124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769125	4	0.72	$16,265.52	($3.39)	$16,262.13
2769126	4	0.72	$16,265.52	($3.39)	$16,262.13
2769127	3	0.83	$18,750.52	($3.90)	$18,746.62
2769128	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769129	3	0.83	$18,750.52	($3.90)	$18,746.62
2769130	3	0.83	$18,750.52	($3.90)	$18,746.62
2769131	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769132	3	0.83	$18,750.52	($3.90)	$18,746.62
2769133	3	0.83	$18,750.52	($3.90)	$18,746.62
2769134	3	0.83	$18,750.52	($3.90)	$18,746.62
2769135	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769136	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769137	4	0.72	$16,265.52	($3.39)	$16,262.13
2769138	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769139	4	0.72	$16,265.52	($3.39)	$16,262.13
2769140	4	0.72	$16,265.52	($3.39)	$16,262.13
2769141	4	0.72	$16,265.52	($3.39)	$16,262.13
2769142	4	0.72	$16,265.52	($3.39)	$16,262.13
2769143	4	0.72	$16,265.52	($3.39)	$16,262.13
2769144	4	0.72	$16,265.52	($3.39)	$16,262.13
2769145	4	0.72	$16,265.52	($3.39)	$16,262.13
2769146	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769147	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769148	4	0.72	$16,265.52	($3.39)	$16,262.13
2769149	4	0.72	$16,265.52	($3.39)	$16,262.13
2769150	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769151	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769152	4	0.72	$16,265.52	($3.39)	$16,262.13
2769165	4	0.72	$16,265.52	($3.39)	$16,262.13
2769166	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769167	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769168	4	0.72	$16,265.52	($3.39)	$16,262.13
2769169	4	0.72	$16,265.52	($3.39)	$16,262.13
2769170	4	0.72	$16,265.52	($3.39)	$16,262.13
2769171	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID

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Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2769172	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769173	4	0.72	$16,265.52	($3.39)	$16,262.13
2769174	4	0.72	$16,265.52	($3.39)	$16,262.13
2769175	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769176	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769177	3	0.83	$18,750.52	($3.90)	$18,746.62
2769178	3	0.83	$18,750.52	($3.90)	$18,746.62
2769179	3	0.83	$18,750.52	($3.90)	$18,746.62
2769180	3	0.83	$18,750.52	($3.90)	$18,746.62
2769181	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769182	3	0.83	$18,750.52	($3.90)	$18,746.62
2769183	3	0.83	$18,750.52	($3.90)	$18,746.62
2769184	3	0.83	$18,750.52	($3.90)	$18,746.62
2769185	3	0.83	$18,750.52	($3.90)	$18,746.62
2769186	3	0.83	$18,750.52	($3.90)	$18,746.62
2769187	3	0.83	$18,750.52	($3.90)	$18,746.62
2769188	3	0.83	$18,750.52	($3.90)	$18,746.62
2769189	3	0.83	$18,750.52	($3.90)	$18,746.62
2769190	3	0.83	$18,750.52	($3.90)	$18,746.62
2769191	3	0.83	$18,750.52	($3.90)	$18,746.62
2769192	3	0.83	$18,750.52	($3.90)	$18,746.62
2769194	4	0.72	$16,265.52	($3.39)	$16,262.13
2769195	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769196	4	0.72	$16,265.52	($3.39)	$16,262.13
2769197	4	0.72	$16,265.52	($3.39)	$16,262.13
2769198	4	0.72	$16,265.52	($3.39)	$16,262.13
2769200	4	0.72	$16,265.52	($3.39)	$16,262.13
2769201	4	0.72	$16,265.52	($3.39)	$16,262.13
2769202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769203	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769204	4	0.72	$16,265.52	($3.39)	$16,262.13
2769205	4	0.72	$16,265.52	($3.39)	$16,262.13
2769206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769207	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769208	4	0.72	$16,265.52	($3.39)	$16,262.13
2769209	4	0.72	$16,265.52	($3.39)	$16,262.13
2769210	4	0.72	$16,265.52	($3.39)	$16,262.13
2769211	4	0.72	$16,265.52	($3.39)	$16,262.13
2769212	4	0.72	$16,265.52	($3.39)	$16,262.13
2769213	4	0.72	$16,265.52	($3.39)	$16,262.13
2769214	4	0.72	$16,265.52	($3.39)	$16,262.13
2769216	4	0.72	$16,265.52	($3.39)	$16,262.13
2769217	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769218	3	0.83	$18,750.52	($3.90)	$18,746.62
2769219	3	0.83	$18,750.52	($3.90)	$18,746.62
2769220	3	0.83	$18,750.52	($3.90)	$18,746.62
2769221	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769222	3	0.83	$18,750.52	($3.90)	$18,746.62
2769223	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769224	3	0.83	$18,750.52	($3.90)	$18,746.62
2769225	3	0.83	$18,750.52	($3.90)	$18,746.62

Appendix E
The Lakes at Mustang Ranch Public Improvement District
Phase #2 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Phase Direct Outstanding Assessment	Assessment Lien Reduction	Adjusted Oustanding Assessments
2769226	3	0.83	$18,750.52	($3.90)	$18,746.62
2769227	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2769228	3	0.83	$18,750.52	($3.90)	$18,746.62
2769229	3	0.83	$18,750.52	($3.90)	$18,746.62
2769230	3	0.83	$18,750.52	($3.90)	$18,746.62
2769231	3	0.83	$18,750.52	($3.90)	$18,746.62
2769232	3	0.83	$18,750.52	($3.90)	$18,746.62
2769233	3	0.83	$18,750.52	($3.90)	$18,746.62
2769234	3	0.83	$18,750.52	($3.90)	$18,746.62
2769235	3	0.83	$18,750.52	($3.90)	$18,746.62
2769236	2	0.88	$19,880.07	($4.14)	$19,875.93
2769237	2	0.88	$19,880.07	($4.14)	$19,875.93
2769238	2	0.88	$19,880.07	($4.14)	$19,875.93
2769239	2	0.88	$19,880.07	($4.14)	$19,875.93
2769240	Open Space	0.00	$0.00	$0.00	$0.00
2769241	Open Space	0.00	$0.00	$0.00	$0.00
2769242	Open Space	0.00	$0.00	$0.00	$0.00
2769243	Open Space	0.00	$0.00	$0.00	$0.00
2769244	Open Space	0.00	$0.00	$0.00	$0.00
2769246	Open Space	0.00	$0.00	$0.00	$0.00
2769247	Open Space	0.00	$0.00	$0.00	$0.00
2769248	Open Space	0.00	$0.00	$0.00	$0.00
2769249	Open Space	0.00	$0.00	$0.00	$0.00
Total		**188.61**	**$4,260,887.37**	**($887.37)**	**$4,260,000.00**

APPENDIX I
PHASE #3 ASSESSMENT ROLL

Appendix I
Phase #3 Assessment Roll

Parcel **All Parcels**
Equivalent Units **104.90**
Outstanding **$2,923,000**
Assessment

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2020	$5,000	$308,210	$25,000	$0	$338,210
2021	$5,000	$298,009	$20,000	$0	$323,009
2022	$5,000	$252,584	$20,340	$0	$277,924
2023	$4,000	$242,305	$21,037	$0	$267,342
2024	$4,000	$243,494	$21,395	$0	$268,889
2025	$143,000	$85,660	$21,395	$0	$250,055
2026	$41,000	$139,000	$21,823	$14,615	$216,438
2027	$45,000	$136,950	$22,259	$13,900	$218,109
2028	$49,000	$134,700	$22,705	$13,695	$220,100
2029	$49,000	$132,250	$23,159	$13,470	$217,879
2030	$52,000	$129,800	$23,622	$13,225	$218,647
2031	$56,000	$127,200	$24,094	$12,980	$220,274
2032	$56,000	$124,400	$24,576	$12,720	$217,696
2033	$60,000	$121,600	$25,068	$12,440	$219,108
2034	$63,000	$118,600	$25,569	$12,160	$219,329
2035	$67,000	$115,450	$26,080	$11,860	$220,390
2036	$67,000	$112,100	$26,602	$11,545	$217,247
2037	$70,000	$108,750	$27,134	$11,210	$217,094
2038	$74,000	$105,250	$27,677	$10,875	$217,802
2039	$77,000	$101,550	$28,230	$10,525	$217,305
2040	$84,000	$97,700	$28,795	$10,155	$220,650
2041	$277,000	$93,500	$29,371	$9,770	$409,641
2042	$291,000	$79,650	$29,958	$9,350	$409,958
2043	$305,000	$65,100	$30,557	$7,965	$408,622
2044	$319,000	$49,850	$31,168	$6,510	$406,528
2045	$335,000	$33,900	$31,792	$4,985	$405,677
2046	$343,000	$17,150	$32,428	$3,390	$395,968
Total	**$2,941,000**	**$3,266,502**	**$666,834**	**$227,345**	**$7,101,681**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phase #3 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #3 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810093	4	0.72	$20,063.18	($0.65)	$20,062.54
2810095	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810096	4	0.72	$20,063.18	($0.65)	$20,062.54
2810097	4	0.72	$20,063.18	($0.65)	$20,062.54
2810098	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810099	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810100	4	0.72	$20,063.18	($0.65)	$20,062.54
2810101	4	0.72	$20,063.18	($0.65)	$20,062.54
2810102	Open Space	0.00	$0.00	$0.00	$0.00
2810103	4	0.72	$20,063.18	($0.65)	$20,062.54
2810105	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810106	4	0.72	$20,063.18	($0.65)	$20,062.54
2810107	4	0.72	$20,063.18	($0.65)	$20,062.54
2810108	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810109	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810110	4	0.72	$20,063.18	($0.65)	$20,062.54
2810111	4	0.72	$20,063.18	($0.65)	$20,062.54
2810112	4	0.72	$20,063.18	($0.65)	$20,062.54
2810113	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810114	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810115	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810116	4	0.72	$20,063.18	($0.65)	$20,062.54
2810117	4	0.72	$20,063.18	($0.65)	$20,062.54
2810118	4	0.72	$20,063.18	($0.65)	$20,062.54
2810119	4	0.72	$20,063.18	($0.65)	$20,062.54
2810120	4	0.72	$20,063.18	($0.65)	$20,062.54
2810121	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810122	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810123	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810124	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810128	4	0.72	$20,063.18	($0.65)	$20,062.54
2810129	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810130	3	0.83	$23,128.39	($0.74)	$23,127.65
2810132	3	0.83	$23,128.39	($0.74)	$23,127.65
2810133	3	0.83	$23,128.39	($0.74)	$23,127.65
2810134	3	0.83	$23,128.39	($0.74)	$23,127.65
2810135	3	0.83	$23,128.39	($0.74)	$23,127.65
2810136	3	0.83	$23,128.39	($0.74)	$23,127.65
2810137	3	0.83	$23,128.39	($0.74)	$23,127.65
2810138	3	0.83	$23,128.39	($0.74)	$23,127.65
2810139	3	0.83	$23,128.39	($0.74)	$23,127.65
2810140	3	0.83	$23,128.39	($0.74)	$23,127.65
2810141	3	0.83	$23,128.39	($0.74)	$23,127.65
2810142	3	0.83	$23,128.39	($0.74)	$23,127.65
2810143	3	0.83	$23,128.39	($0.74)	$23,127.65
2810144	3	0.83	$23,128.39	($0.74)	$23,127.65
2810145	3	0.83	$23,128.39	($0.74)	$23,127.65
2810146	3	0.83	$23,128.39	($0.74)	$23,127.65
2810147	3	0.83	$23,128.39	($0.74)	$23,127.65
2810148	3	0.83	$23,128.39	($0.74)	$23,127.65
2810149	3	0.83	$23,128.39	($0.74)	$23,127.65

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #3 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810151	4	0.72	$20,063.18	($0.65)	$20,062.54
2810152	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810153	5	0.58	$16,162.01	($0.52)	$16,161.49
2810154	5	0.58	$16,162.01	($0.52)	$16,161.49
2810155	5	0.58	$16,162.01	($0.52)	$16,161.49
2810156	5	0.58	$16,162.01	($0.52)	$16,161.49
2810157	5	0.58	$16,162.01	($0.52)	$16,161.49
2810158	5	0.58	$16,162.01	($0.52)	$16,161.49
2810159	5	0.58	$16,162.01	($0.52)	$16,161.49
2810160	5	0.58	$16,162.01	($0.52)	$16,161.49
2810161	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810162	5	0.58	$16,162.01	($0.52)	$16,161.49
2810163	5	0.58	$16,162.01	($0.52)	$16,161.49
2810164	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810165	5	0.58	$16,162.01	($0.52)	$16,161.49
2810166	5	0.58	$16,162.01	($0.52)	$16,161.49
2810167	5	0.58	$16,162.01	($0.52)	$16,161.49
2810168	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810169	5	0.58	$16,162.01	($0.52)	$16,161.49
2810170	5	0.58	$16,162.01	($0.52)	$16,161.49
2810171	5	0.58	$16,162.01	($0.52)	$16,161.49
2810172	5	0.58	$16,162.01	($0.52)	$16,161.49
2810173	5	0.58	$16,162.01	($0.52)	$16,161.49
2810174	5	0.58	$16,162.01	($0.52)	$16,161.49
2810175	5	0.58	$16,162.01	($0.52)	$16,161.49
2810176	5	0.58	$16,162.01	($0.52)	$16,161.49
2810177	5	0.58	$16,162.01	($0.52)	$16,161.49
2810178	5	0.58	$16,162.01	($0.52)	$16,161.49
2810179	5	0.58	$16,162.01	($0.52)	$16,161.49
2810180	5	0.58	$16,162.01	($0.52)	$16,161.49
2810181	5	0.58	$16,162.01	($0.52)	$16,161.49
2810182	5	0.58	$16,162.01	($0.52)	$16,161.49
2810183	4	0.72	$20,063.18	($0.65)	$20,062.54
2810184	4	0.72	$20,063.18	($0.65)	$20,062.54
2810185	4	0.72	$20,063.18	($0.65)	$20,062.54
2810186	4	0.72	$20,063.18	($0.65)	$20,062.54
2810187	4	0.72	$20,063.18	($0.65)	$20,062.54
2810188	4	0.72	$20,063.18	($0.65)	$20,062.54
2810189	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810190	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810191	4	0.72	$20,063.18	($0.65)	$20,062.54
2810192	4	0.72	$20,063.18	($0.65)	$20,062.54
2810193	4	0.72	$20,063.18	($0.65)	$20,062.54
2810194	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810195	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810196	4	0.72	$20,063.18	($0.65)	$20,062.54
2810197	4	0.72	$20,063.18	($0.65)	$20,062.54
2810198	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810199	4	0.72	$20,063.18	($0.65)	$20,062.54
2810200	4	0.72	$20,063.18	($0.65)	$20,062.54
2810201	4	0.72	$20,063.18	($0.65)	$20,062.54

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #3 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810202	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810203	4	0.72	$20,063.18	($0.65)	$20,062.54
2810204	4	0.72	$20,063.18	($0.65)	$20,062.54
2810205	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810206	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810207	5	0.58	$16,162.01	($0.52)	$16,161.49
2810208	5	0.58	$16,162.01	($0.52)	$16,161.49
2810209	5	0.58	$16,162.01	($0.52)	$16,161.49
2810210	5	0.58	$16,162.01	($0.52)	$16,161.49
2810211	5	0.58	$16,162.01	($0.52)	$16,161.49
2810212	5	0.58	$16,162.01	($0.52)	$16,161.49
2810213	5	0.58	$16,162.01	($0.52)	$16,161.49
2810214	5	0.58	$16,162.01	($0.52)	$16,161.49
2810215	5	0.58	$16,162.01	($0.52)	$16,161.49
2810216	5	0.58	$16,162.01	($0.52)	$16,161.49
2810217	5	0.58	$16,162.01	($0.52)	$16,161.49
2810218	5	0.58	$16,162.01	($0.52)	$16,161.49
2810219	5	0.58	$16,162.01	($0.52)	$16,161.49
2810220	5	0.58	$16,162.01	($0.52)	$16,161.49
2810221	5	0.58	$16,162.01	($0.52)	$16,161.49
2810222	5	0.58	$16,162.01	($0.52)	$16,161.49
2810223	5	0.58	$16,162.01	($0.52)	$16,161.49
2810224	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810225	5	0.58	$16,162.01	($0.52)	$16,161.49
2810226	5	0.58	$16,162.01	($0.52)	$16,161.49
2810227	5	0.58	$16,162.01	($0.52)	$16,161.49
2810228	5	0.58	$16,162.01	($0.52)	$16,161.49
2810229	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810230	5	0.58	$16,162.01	($0.52)	$16,161.49
2810231	5	0.58	$16,162.01	($0.52)	$16,161.49
2810232	5	0.58	$16,162.01	($0.52)	$16,161.49
2810233	5	0.58	$16,162.01	($0.52)	$16,161.49
2810234	4	0.72	$20,063.18	($0.65)	$20,062.54
2810235	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810236	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810237	4	0.72	$20,063.18	($0.65)	$20,062.54
2810238	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810239	Open Space	0.00	$0.00	$0.00	$0.00
2810240	Open Space	0.00	$0.00	$0.00	$0.00
2810241	4	0.72	$20,063.18	($0.65)	$20,062.54
2810242	4	0.72	$20,063.18	($0.65)	$20,062.54
2810243	4	0.72	$20,063.18	($0.65)	$20,062.54
2810244	4	0.72	$20,063.18	($0.65)	$20,062.54
2810245	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810246	4	0.72	$20,063.18	($0.65)	$20,062.54
2810247	4	0.72	$20,063.18	($0.65)	$20,062.54
2810248	4	0.72	$20,063.18	($0.65)	$20,062.54
2810249	4	0.72	$20,063.18	($0.65)	$20,062.54
2810250	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810251	4	0.72	$20,063.18	($0.65)	$20,062.54
2810252	4	0.72	$20,063.18	($0.65)	$20,062.54

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #3 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2810253	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810254	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810255	4	0.72	$20,063.18	($0.65)	$20,062.54
2810256	4	0.72	$20,063.18	($0.65)	$20,062.54
2810257	4	0.72	$20,063.18	($0.65)	$20,062.54
2810258	4	0.72	$20,063.18	($0.65)	$20,062.54
2810259	4	0.72	$20,063.18	($0.65)	$20,062.54
2810260	5	0.58	$16,162.01	($0.52)	$16,161.49
2810261	5	0.58	$16,162.01	($0.52)	$16,161.49
2810262	5	0.58	$16,162.01	($0.52)	$16,161.49
2810263	5	0.58	$16,162.01	($0.52)	$16,161.49
2810264	5	0.58	$16,162.01	($0.52)	$16,161.49
2810265	5	0.58	$16,162.01	($0.52)	$16,161.49
2810266	5	0.58	$16,162.01	($0.52)	$16,161.49
2810267	5	0.58	$16,162.01	($0.52)	$16,161.49
2810268	5	0.58	$16,162.01	($0.52)	$16,161.49
2810269	5	0.58	$16,162.01	($0.52)	$16,161.49
2810270	5	0.58	$16,162.01	($0.52)	$16,161.49
2810271	5	0.58	$16,162.01	($0.52)	$16,161.49
2810272	5	0.58	$16,162.01	($0.52)	$16,161.49
2810273	5	0.58	$16,162.01	($0.52)	$16,161.49
2810274	5	0.58	$16,162.01	($0.52)	$16,161.49
2810275	5	0.58	$16,162.01	($0.52)	$16,161.49
2810276	5	0.58	$16,162.01	($0.52)	$16,161.49
2810277	5	0.58	$16,162.01	($0.52)	$16,161.49
2810278	5	0.58	$16,162.01	($0.52)	$16,161.49
2810279	5	0.58	$16,162.01	($0.52)	$16,161.49
2810280	5	0.58	$16,162.01	($0.52)	$16,161.49
2810281	5	0.58	$16,162.01	($0.52)	$16,161.49
2810282	5	0.58	$16,162.01	($0.52)	$16,161.49
2810284	3	0.83	$23,128.39	($0.74)	$23,127.65
2810285	3	0.83	$23,128.39	($0.74)	$23,127.65
2810286	3	0.83	$23,128.39	($0.74)	$23,127.65
2810287	3	0.83	$23,128.39	($0.74)	$23,127.65
2810288	3	0.83	$23,128.39	($0.74)	$23,127.65
2810289	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810290	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810291	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2810292	4	0.72	$20,063.18	($0.65)	$20,062.54
2810293	4	0.72	$20,063.18	($0.65)	$20,062.54
2810294	4	0.72	$20,063.18	($0.65)	$20,062.54
2810295	4	0.72	$20,063.18	($0.65)	$20,062.54
2810296	4	0.72	$20,063.18	($0.65)	$20,062.54
2810298	5	0.58	$16,162.01	($0.52)	$16,161.49
2810299	5	0.58	$16,162.01	($0.52)	$16,161.49
2810301	Open Space	0.00	$0.00	$0.00	$0.00
2810302	Open Space	0.00	$0.00	$0.00	$0.00
2810303	Open Space	0.00	$0.00	$0.00	$0.00
2810304	Open Space	0.00	$0.00	$0.00	$0.00
2810305	Open Space	0.00	$0.00	$0.00	$0.00
2810306	Open Space	0.00	$0.00	$0.00	$0.00

Appendix F
The Lakes at Mustang Ranch Public Improvement District
Phase #3 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
Total		**104.90**	**$2,923,094.04**	**($94.04)**	**$2,923,000.00**

APPENDIX J
PHASE #4 ASSESSMENT ROLL

Appendix J
Phase #4 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**5.94**
Outstanding Assessment	**$164,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2021	$1,000	$12,709	$1,000	$0	$14,709
2022	$1,000	$12,633	$1,525	$0	$15,158
2023	$1,000	$12,557	$1,551	$0	$15,108
2024	$1,000	$12,480	$1,578	$0	$15,058
2025	$8,000	$4,806	$1,578	$0	$14,384
2026	$5,000	$7,800	$1,599	$820	$15,219
2027	$2,000	$7,550	$1,622	$780	$11,952
2028	$2,000	$7,450	$1,645	$755	$11,850
2029	$3,000	$7,350	$1,668	$745	$12,763
2030	$3,000	$7,200	$1,692	$735	$12,627
2031	$3,000	$7,050	$1,716	$720	$12,486
2032	$3,000	$6,900	$1,740	$705	$12,345
2033	$3,000	$6,750	$1,765	$690	$12,205
2034	$3,000	$6,600	$1,790	$675	$12,065
2035	$3,000	$6,450	$1,815	$660	$11,925
2036	$4,000	$6,300	$1,840	$645	$12,785
2037	$3,000	$6,100	$1,867	$630	$11,597
2038	$3,000	$5,950	$1,893	$610	$11,453
2039	$3,000	$5,800	$1,920	$595	$11,315
2040	$3,000	$5,650	$1,947	$580	$11,177
2041	$4,000	$5,500	$1,974	$565	$12,039
2042	$16,000	$5,300	$2,002	$550	$23,852
2043	$16,000	$4,500	$2,031	$530	$23,061
2044	$17,000	$3,700	$2,059	$450	$23,209
2045	$18,000	$2,850	$2,088	$370	$23,308
2046	$19,000	$1,950	$2,118	$285	$23,353
2047	$20,000	$1,000	$2,148	$195	$23,343
Total	**$167,000**	**$168,176**	**$47,171**	**$13,290**	**$395,637**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]The principal and interest amounts represent the debt service requirements of the Phase #4 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.

[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix G
The Lakes at Mustang Ranch Public Improvement District
Phase #4 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2818822	4	0.72	$19,878.79	$0.00	$19,878.79
2818823	6	0.48	$13,252.53	$0.00	$13,252.53
2818824	5	0.58	$16,013.47	$0.00	$16,013.47
2818825	3	0.83	$22,915.82	$0.00	$22,915.82
2818826	4	0.72	$19,878.79	$0.00	$19,878.79
2818827	4	0.72	$19,878.79	$0.00	$19,878.79
2818828	6	0.48	$13,252.53	$0.00	$13,252.53
2818829	5	0.58	$16,013.47	$0.00	$16,013.47
2818830	3	0.83	$22,915.82	$0.00	$22,915.82
2818831	Open Space	0.00	$0.00	$0.00	$0.00
Total		**5.94**	**$164,000.00**	**$0.00**	**$164,000.00**

APPENDIX K
PHASE #5 ASSESSMENT ROLL

Appendix K
Phase #5 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**104.90**
Outstanding Assessment	**$2,923,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2022	$1,000	$191,764	$20,000	$0	$212,764
2023	$1,000	$185,606	$20,340	$0	$206,946
2024	$1,000	$185,251	$20,686	$0	$206,937
2025	$104,000	$70,187	$20,686	$0	$194,873
2026	$60,000	$114,550	$21,000	$11,975	$207,525
2027	$63,000	$111,550	$21,522	$11,455	$207,527
2028	$39,000	$108,400	$21,952	$11,155	$180,507
2029	$41,000	$106,450	$22,391	$10,840	$180,681
2030	$43,000	$104,400	$22,839	$10,645	$180,884
2031	$45,000	$102,250	$23,296	$10,440	$180,986
2032	$47,000	$100,000	$23,762	$10,225	$180,987
2033	$49,000	$97,650	$24,237	$10,000	$180,887
2034	$52,000	$95,200	$24,722	$9,765	$181,687
2035	$54,000	$92,600	$25,216	$9,520	$181,336
2036	$57,000	$89,900	$25,721	$9,260	$181,881
2037	$61,000	$87,050	$26,235	$8,990	$183,275
2038	$63,000	$84,000	$26,760	$8,705	$182,465
2039	$66,000	$80,850	$27,295	$8,400	$182,545
2040	$69,000	$77,550	$27,841	$8,085	$182,476
2041	$73,000	$74,100	$28,398	$7,755	$183,253
2042	$77,000	$70,450	$28,966	$7,410	$183,826
2043	$195,000	$66,600	$29,545	$7,045	$298,190
2044	$206,000	$56,850	$30,136	$6,660	$299,646
2045	$216,000	$46,550	$30,739	$5,685	$298,974
2046	$227,000	$35,750	$31,353	$4,655	$298,758
2047	$239,000	$24,400	$31,981	$3,575	$298,956
2048	$249,000	$12,450	$32,620	$2,440	$296,510
Total	**$2,397,000**	**$2,280,594**	**$670,239**	**$194,685**	**$5,542,518**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phase #5 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix H
The Lakes at Mustang Ranch Public Improvement District
Phase #5 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2842728	3	0.83	$28,525.55	($5.47)	$28,520.09
2842732	3	0.83	$28,525.55	($5.47)	$28,520.09
2842733	3	0.83	$28,525.55	($5.47)	$28,520.09
2842734	3	0.83	$28,525.55	($5.47)	$28,520.09
2842735	3	0.83	$28,525.55	($5.47)	$28,520.09
2842736	3	0.83	$28,525.55	($5.47)	$28,520.09
2842737	3	0.83	$28,525.55	($5.47)	$28,520.09
2842738	3	0.83	$28,525.55	($5.47)	$28,520.09
2842739	3	0.83	$28,525.55	($5.47)	$28,520.09
2842740	3	0.83	$28,525.55	($5.47)	$28,520.09
2842741	Open Space	0.00	$0.00	$0.00	$0.00
2842743	3	0.83	$28,525.55	($5.47)	$28,520.09
2842744	3	0.83	$28,525.55	($5.47)	$28,520.09
2842745	3	0.83	$28,525.55	($5.47)	$28,520.09
2842746	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842747	3	0.83	$28,525.55	($5.47)	$28,520.09
2842748	3	0.83	$28,525.55	($5.47)	$28,520.09
2842749	3	0.83	$28,525.55	($5.47)	$28,520.09
2842750	3	0.83	$28,525.55	($5.47)	$28,520.09
2842751	3	0.83	$28,525.55	($5.47)	$28,520.09
2842752	3	0.83	$28,525.55	($5.47)	$28,520.09
2842753	3	0.83	$28,525.55	($5.47)	$28,520.09
2842754	3	0.83	$28,525.55	($5.47)	$28,520.09
2842755	3	0.83	$28,525.55	($5.47)	$28,520.09
2842756	3	0.83	$28,525.55	($5.47)	$28,520.09
2842757	3	0.83	$28,525.55	($5.47)	$28,520.09
2842758	3	0.83	$28,525.55	($5.47)	$28,520.09
2842759	3	0.83	$28,525.55	($5.47)	$28,520.09
2842760	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842761	3	0.83	$28,525.55	($5.47)	$28,520.09
2842762	3	0.83	$28,525.55	($5.47)	$28,520.09
2842763	3	0.83	$28,525.55	($5.47)	$28,520.09
2842764	3	0.42	$14,262.78	($2.73)	$14,260.04
2896067	3	0.42	$14,262.78	($2.73)	$14,260.04
2842765	3	0.83	$28,525.55	($5.47)	$28,520.09
2842766	3	0.83	$28,525.55	($5.47)	$28,520.09
2842767	3	0.83	$28,525.55	($5.47)	$28,520.09
2842768	3	0.83	$28,525.55	($5.47)	$28,520.09
2842769	3	0.83	$28,525.55	($5.47)	$28,520.09
2842770	3	0.83	$28,525.55	($5.47)	$28,520.09
2842771	3	0.83	$28,525.55	($5.47)	$28,520.09
2842772	3	0.83	$28,525.55	($5.47)	$28,520.09
2842773	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842774	3	0.83	$28,525.55	($5.47)	$28,520.09
2842775	3	0.83	$28,525.55	($5.47)	$28,520.09
2842776	3	0.83	$28,525.55	($5.47)	$28,520.09
2842777	3	0.83	$28,525.55	($5.47)	$28,520.09
2842778	Open Space	0.00	$0.00	$0.00	$0.00
2842779	Open Space	0.00	$0.00	$0.00	$0.00
2842780	3	0.83	$28,525.55	($5.47)	$28,520.09
2842781	3	0.83	$28,525.55	($5.47)	$28,520.09

Appendix H
The Lakes at Mustang Ranch Public Improvement District
Phase #5 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2842782	3	0.83	$28,525.55	($5.47)	$28,520.09
2842783	3	0.83	$28,525.55	($5.47)	$28,520.09
2842784	3	0.83	$28,525.55	($5.47)	$28,520.09
2842785	3	0.83	$28,525.55	($5.47)	$28,520.09
2842786	3	0.83	$28,525.55	($5.47)	$28,520.09
2842787	3	0.83	$28,525.55	($5.47)	$28,520.09
2842788	3	0.83	$28,525.55	($5.47)	$28,520.09
2842789	3	0.83	$28,525.55	($5.47)	$28,520.09
2842790	3	0.83	$28,525.55	($5.47)	$28,520.09
2842791	3	0.83	$28,525.55	($5.47)	$28,520.09
2842792	3	0.83	$28,525.55	($5.47)	$28,520.09
2842793	7	0.65	$22,339.29	($4.28)	$22,335.01
2842794	7	0.65	$22,339.29	($4.28)	$22,335.01
2842795	7	0.65	$22,339.29	($4.28)	$22,335.01
2842796	7	0.65	$22,339.29	($4.28)	$22,335.01
2842797	7	0.65	$22,339.29	($4.28)	$22,335.01
2842798	7	0.65	$22,339.29	($4.28)	$22,335.01
2842799	7	0.65	$22,339.29	($4.28)	$22,335.01
2842800	7	0.65	$22,339.29	($4.28)	$22,335.01
2842801	7	0.65	$22,339.29	($4.28)	$22,335.01
2842802	7	0.65	$22,339.29	($4.28)	$22,335.01
2842803	7	0.65	$22,339.29	($4.28)	$22,335.01
2842804	7	0.65	$22,339.29	($4.28)	$22,335.01
2842805	7	0.65	$22,339.29	($4.28)	$22,335.01
2842806	7	0.65	$22,339.29	($4.28)	$22,335.01
2842807	7	0.65	$22,339.29	($4.28)	$22,335.01
2842808	7	0.65	$22,339.29	($4.28)	$22,335.01
2842809	7	0.65	$22,339.29	($4.28)	$22,335.01
2842810	7	0.65	$22,339.29	($4.28)	$22,335.01
2842811	7	0.65	$22,339.29	($4.28)	$22,335.01
2842812	7	0.65	$22,339.29	($4.28)	$22,335.01
2842813	7	0.65	$22,339.29	($4.28)	$22,335.01
2842814	7	0.65	$22,339.29	($4.28)	$22,335.01
2842815	7	0.65	$22,339.29	($4.28)	$22,335.01
2842816	7	0.65	$22,339.29	($4.28)	$22,335.01
2842817	7	0.65	$22,339.29	($4.28)	$22,335.01
2842818	7	0.65	$22,339.29	($4.28)	$22,335.01
2842819	7	0.65	$22,339.29	($4.28)	$22,335.01
2842820	7	0.65	$22,339.29	($4.28)	$22,335.01
2842821	Open Space	0.00	$0.00	$0.00	$0.00
2842822	Open Space	0.00	$0.00	$0.00	$0.00
2842823	Open Space	0.00	$0.00	$0.00	$0.00
2842824	Open Space	0.00	$0.00	$0.00	$0.00
2842825	7	0.65	$22,339.29	($4.28)	$22,335.01
2842826	7	0.65	$22,339.29	($4.28)	$22,335.01
2842827	7	0.65	$22,339.29	($4.28)	$22,335.01
2842828	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2842829	Open Space	0.00	$0.00	$0.00	$0.00
2842830	7	0.65	$22,339.29	($4.28)	$22,335.01
2842831	7	0.65	$22,339.29	($4.28)	$22,335.01
2842832	7	0.65	$22,339.29	($4.28)	$22,335.01

Appendix H
The Lakes at Mustang Ranch Public Improvement District
Phase #5 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2842833	7	0.65	$22,339.29	($4.28)	$22,335.01
2842834	7	0.65	$22,339.29	($4.28)	$22,335.01
2842835	7	0.65	$22,339.29	($4.28)	$22,335.01
2842836	Open Space	0.00	$0.00	$0.00	$0.00
2842837	Open Space	0.00	$0.00	$0.00	$0.00
2842838	Open Space	0.00	$0.00	$0.00	$0.00
2842839	Open Space	0.00	$0.00	$0.00	$0.00
Total		69.70	$2,395,459.08	($459.08)	$2,395,000.00

APPENDIX L
PHASE #6 ASSESSMENT ROLL

Appendix L
Phase #6 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**71.33**
Outstanding Assessment	**$5,057,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2023	$1,000	$517,356	$37,000	$0	$555,356
2024	$1,000	$447,493	$40,800	$0	$489,293
2025	$217,000	$148,198	$40,800	$0	$405,998
2026	$123,000	$242,000	$41,616	$25,285	$431,901
2027	$129,000	$235,850	$42,448	$24,200	$431,498
2028	$135,000	$229,400	$43,297	$23,585	$431,282
2029	$75,000	$222,650	$44,163	$22,940	$364,753
2030	$77,000	$218,900	$45,047	$22,265	$363,212
2031	$81,000	$215,050	$45,947	$21,890	$363,887
2032	$83,000	$211,000	$46,866	$21,505	$362,371
2033	$87,000	$206,850	$47,804	$21,100	$362,754
2034	$91,000	$202,500	$48,760	$20,685	$362,945
2035	$95,000	$197,950	$49,735	$20,250	$362,935
2036	$98,000	$193,200	$50,730	$19,795	$361,725
2037	$103,000	$188,300	$51,744	$19,320	$362,364
2038	$107,000	$183,150	$52,779	$18,830	$361,759
2039	$112,000	$177,800	$53,835	$18,315	$361,950
2040	$117,000	$172,200	$54,912	$17,780	$361,892
2041	$117,000	$166,350	$56,010	$17,220	$356,580
2042	$206,000	$160,500	$57,130	$16,635	$440,265
2043	$216,000	$150,200	$58,273	$16,050	$440,523
2044	$225,000	$139,400	$59,438	$15,020	$438,858
2045	$236,000	$128,150	$60,627	$13,940	$438,717
2046	$247,000	$116,350	$61,839	$12,815	$438,004
2047	$259,000	$104,000	$63,076	$11,635	$437,711
2048	$270,000	$91,050	$64,338	$10,400	$435,788
2049	$283,000	$77,550	$65,624	$9,105	$435,279
2050	$295,000	$63,400	$66,937	$7,755	$433,092
2051	$310,000	$48,650	$68,276	$6,340	$433,266
2052	$325,000	$33,150	$69,641	$4,865	$432,656
2053	$338,000	$16,900	$71,034	$3,315	$429,249
Total	**$5,058,000**	**$4,988,141**	**$1,623,526**	**$462,840**	**$12,132,507**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phase #6 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix I
The Lakes at Mustang Ranch Public Improvement District
Phase #6 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868794	8	0.24	$17,017.86	($2.86)	$17,015.00
2868795	8	0.24	$17,017.86	($2.86)	$17,015.00
2868796	8	0.24	$17,017.86	($2.86)	$17,015.00
2868797	8	0.24	$17,017.86	($2.86)	$17,015.00
2868798	8	0.24	$17,017.86	($2.86)	$17,015.00
2868799	8	0.24	$17,017.86	($2.86)	$17,015.00
2868800	8	0.24	$17,017.86	($2.86)	$17,015.00
2868801	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868802	8	0.24	$17,017.86	($2.86)	$17,015.00
2868803	8	0.24	$17,017.86	($2.86)	$17,015.00
2868804	8	0.24	$17,017.86	($2.86)	$17,015.00
2868805	8	0.24	$17,017.86	($2.86)	$17,015.00
2868806	8	0.24	$17,017.86	($2.86)	$17,015.00
2868807	8	0.24	$17,017.86	($2.86)	$17,015.00
2868808	8	0.24	$17,017.86	($2.86)	$17,015.00
2868809	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868810	8	0.24	$17,017.86	($2.86)	$17,015.00
2868811	8	0.24	$17,017.86	($2.86)	$17,015.00
2868812	8	0.24	$17,017.86	($2.86)	$17,015.00
2868813	8	0.24	$17,017.86	($2.86)	$17,015.00
2868814	8	0.24	$17,017.86	($2.86)	$17,015.00
2868815	Open Space	0	$0.00	$0.00	$0.00
2868816	8	0.24	$17,017.86	($2.86)	$17,015.00
2868817	8	0.24	$17,017.86	($2.86)	$17,015.00
2868818	8	0.24	$17,017.86	($2.86)	$17,015.00
2868819	8	0.24	$17,017.86	($2.86)	$17,015.00
2868820	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868821	8	0.24	$17,017.86	($2.86)	$17,015.00
2868822	8	0.24	$17,017.86	($2.86)	$17,015.00
2868823	8	0.24	$17,017.86	($2.86)	$17,015.00
2868824	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868825	8	0.24	$17,017.86	($2.86)	$17,015.00
2868826	8	0.24	$17,017.86	($2.86)	$17,015.00
2868827	Open Space	0	$0.00	$0.00	$0.00
2868828	8	0.24	$17,017.86	($2.86)	$17,015.00
2868829	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868830	8	0.24	$17,017.86	($2.86)	$17,015.00
2868831	8	0.24	$17,017.86	($2.86)	$17,015.00
2868832	8	0.24	$17,017.86	($2.86)	$17,015.00
2868833	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868834	8	0.24	$17,017.86	($2.86)	$17,015.00
2868835	8	0.24	$17,017.86	($2.86)	$17,015.00
2868836	8	0.24	$17,017.86	($2.86)	$17,015.00
2868837	8	0.24	$17,017.86	($2.86)	$17,015.00
2868838	8	0.24	$17,017.86	($2.86)	$17,015.00
2868839	8	0.24	$17,017.86	($2.86)	$17,015.00
2868840	8	0.24	$17,017.86	($2.86)	$17,015.00
2868841	8	0.24	$17,017.86	($2.86)	$17,015.00
2868842	8	0.24	$17,017.86	($2.86)	$17,015.00
2868843	8	0.24	$17,017.86	($2.86)	$17,015.00
2868844	8	0.24	$17,017.86	($2.86)	$17,015.00

Appendix I
The Lakes at Mustang Ranch Public Improvement District
Phase #6 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868845	8	0.24	$17,017.86	($2.86)	$17,015.00
2868846	8	0.24	$17,017.86	($2.86)	$17,015.00
2868847	8	0.24	$17,017.86	($2.86)	$17,015.00
2868848	8	0.24	$17,017.86	($2.86)	$17,015.00
2868849	6	0.29	$20,563.25	($3.46)	$20,559.79
2868850	Open Space	0	$0.00	$0.00	$0.00
2868851	6	0.29	$20,563.25	($3.46)	$20,559.79
2868852	6	0.29	$20,563.25	($3.46)	$20,559.79
2868853	6	0.29	$20,563.25	($3.46)	$20,559.79
2868854	6	0.29	$20,563.25	($3.46)	$20,559.79
2868855	6	0.29	$20,563.25	($3.46)	$20,559.79
2868856	6	0.29	$20,563.25	($3.46)	$20,559.79
2868857	6	0.29	$20,563.25	($3.46)	$20,559.79
2868858	6	0.29	$20,563.25	($3.46)	$20,559.79
2868859	6	0.29	$20,563.25	($3.46)	$20,559.79
2868860	6	0.29	$20,563.25	($3.46)	$20,559.79
2868861	6	0.29	$20,563.25	($3.46)	$20,559.79
2868862	6	0.29	$20,563.25	($3.46)	$20,559.79
2868863	6	0.29	$20,563.25	($3.46)	$20,559.79
2868864	6	0.29	$20,563.25	($3.46)	$20,559.79
2868865	8	0.24	$17,017.86	($2.86)	$17,015.00
2868866	8	0.24	$17,017.86	($2.86)	$17,015.00
2868867	8	0.24	$17,017.86	($2.86)	$17,015.00
2868868	8	0.24	$17,017.86	($2.86)	$17,015.00
2868869	8	0.24	$17,017.86	($2.86)	$17,015.00
2868870	8	0.24	$17,017.86	($2.86)	$17,015.00
2868871	8	0.24	$17,017.86	($2.86)	$17,015.00
2868872	8	0.24	$17,017.86	($2.86)	$17,015.00
2868873	8	0.24	$17,017.86	($2.86)	$17,015.00
2868874	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868875	8	0.24	$17,017.86	($2.86)	$17,015.00
2868876	8	0.24	$17,017.86	($2.86)	$17,015.00
2868877	8	0.24	$17,017.86	($2.86)	$17,015.00
2868878	6	0.29	$20,563.25	($3.46)	$20,559.79
2868879	6	0.29	$20,563.25	($3.46)	$20,559.79
2868880	6	0.29	$20,563.25	($3.46)	$20,559.79
2868882	6	0.29	$20,563.25	($3.46)	$20,559.79
2868883	6	0.29	$20,563.25	($3.46)	$20,559.79
2868884	6	0.29	$20,563.25	($3.46)	$20,559.79
2868885	6	0.29	$20,563.25	($3.46)	$20,559.79
2868886	6	0.29	$20,563.25	($3.46)	$20,559.79
2868887	6	0.29	$20,563.25	($3.46)	$20,559.79
2868888	6	0.29	$20,563.25	($3.46)	$20,559.79
2868889	6	0.29	$20,563.25	($3.46)	$20,559.79
2868890	6	0.29	$20,563.25	($3.46)	$20,559.79
2868891	5	0.34	$24,108.64	($4.06)	$24,104.58
2868892	5	0.34	$24,108.64	($4.06)	$24,104.58
2868893	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868894	5	0.34	$24,108.64	($4.06)	$24,104.58
2868895	5	0.34	$24,108.64	($4.06)	$24,104.58
2868896	5	0.34	$24,108.64	($4.06)	$24,104.58

Appendix I
The Lakes at Mustang Ranch Public Improvement District
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Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868897	6	0.29	$20,563.25	($3.46)	$20,559.79
2868898	6	0.29	$20,563.25	($3.46)	$20,559.79
2868899	6	0.29	$20,563.25	($3.46)	$20,559.79
2868900	6	0.29	$20,563.25	($3.46)	$20,559.79
2868901	6	0.29	$20,563.25	($3.46)	$20,559.79
2868902	6	0.29	$20,563.25	($3.46)	$20,559.79
2868903	6	0.29	$20,563.25	($3.46)	$20,559.79
2868904	6	0.29	$20,563.25	($3.46)	$20,559.79
2868905	6	0.29	$20,563.25	($3.46)	$20,559.79
2868906	6	0.29	$20,563.25	($3.46)	$20,559.79
2868907	6	0.29	$20,563.25	($3.46)	$20,559.79
2868908	6	0.29	$20,563.25	($3.46)	$20,559.79
2868909	6	0.29	$20,563.25	($3.46)	$20,559.79
2868910	6	0.29	$20,563.25	($3.46)	$20,559.79
2868911	6	0.29	$20,563.25	($3.46)	$20,559.79
2868912	6	0.29	$20,563.25	($3.46)	$20,559.79
2868913	6	0.29	$20,563.25	($3.46)	$20,559.79
2868914	6	0.29	$20,563.25	($3.46)	$20,559.79
2868915	6	0.29	$20,563.25	($3.46)	$20,559.79
2868916	6	0.29	$20,563.25	($3.46)	$20,559.79
2868917	6	0.29	$20,563.25	($3.46)	$20,559.79
2868918	6	0.29	$20,563.25	($3.46)	$20,559.79
2868919	6	0.29	$20,563.25	($3.46)	$20,559.79
2868920	6	0.29	$20,563.25	($3.46)	$20,559.79
2868921	6	0.29	$20,563.25	($3.46)	$20,559.79
2868922	6	0.29	$20,563.25	($3.46)	$20,559.79
2868923	Open Space	0	$0.00	$0.00	$0.00
2868924	6	0.29	$20,563.25	($3.46)	$20,559.79
2868925	6	0.29	$20,563.25	($3.46)	$20,559.79
2868926	6	0.29	$20,563.25	($3.46)	$20,559.79
2868927	6	0.29	$20,563.25	($3.46)	$20,559.79
2868928	6	0.29	$20,563.25	($3.46)	$20,559.79
2868929	6	0.29	$20,563.25	($3.46)	$20,559.79
2868930	6	0.29	$20,563.25	($3.46)	$20,559.79
2868931	6	0.29	$20,563.25	($3.46)	$20,559.79
2868932	5	0.34	$24,108.64	($4.06)	$24,104.58
2868933	Open Space	0	$0.00	$0.00	$0.00
2868934	Open Space	0	$0.00	$0.00	$0.00
2868935	5	0.34	$24,108.64	($4.06)	$24,104.58
2868936	5	0.34	$24,108.64	($4.06)	$24,104.58
2868937	5	0.34	$24,108.64	($4.06)	$24,104.58
2868938	5	0.34	$24,108.64	($4.06)	$24,104.58
2868939	5	0.34	$24,108.64	($4.06)	$24,104.58
2868940	5	0.34	$24,108.64	($4.06)	$24,104.58
2868941	5	0.34	$24,108.64	($4.06)	$24,104.58
2868942	5	0.34	$24,108.64	($4.06)	$24,104.58
2868943	5	0.34	$24,108.64	($4.06)	$24,104.58
2868944	5	0.34	$24,108.64	($4.06)	$24,104.58
2868945	5	0.34	$24,108.64	($4.06)	$24,104.58
2868946	5	0.34	$24,108.64	($4.06)	$24,104.58
2868947	5	0.34	$24,108.64	($4.06)	$24,104.58

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Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868948	5	0.34	$24,108.64	($4.06)	$24,104.58
2868949	Open Space	0	$0.00	$0.00	$0.00
2868950	5	0.34	$24,108.64	($4.06)	$24,104.58
2868951	5	0.34	$24,108.64	($4.06)	$24,104.58
2868952	5	0.34	$24,108.64	($4.06)	$24,104.58
2868953	5	0.34	$24,108.64	($4.06)	$24,104.58
2868954	5	0.34	$24,108.64	($4.06)	$24,104.58
2868955	5	0.34	$24,108.64	($4.06)	$24,104.58
2868956	5	0.34	$24,108.64	($4.06)	$24,104.58
2868957	5	0.34	$24,108.64	($4.06)	$24,104.58
2868958	5	0.34	$24,108.64	($4.06)	$24,104.58
2868959	5	0.34	$24,108.64	($4.06)	$24,104.58
2868960	5	0.34	$24,108.64	($4.06)	$24,104.58
2868961	5	0.34	$24,108.64	($4.06)	$24,104.58
2868962	5	0.34	$24,108.64	($4.06)	$24,104.58
2868963	5	0.34	$24,108.64	($4.06)	$24,104.58
2868964	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868965	4	0.43	$30,490.34	($5.13)	$30,485.21
2868966	4	0.43	$30,490.34	($5.13)	$30,485.21
2868967	4	0.43	$30,490.34	($5.13)	$30,485.21
2868968	4	0.43	$30,490.34	($5.13)	$30,485.21
2868969	4	0.43	$30,490.34	($5.13)	$30,485.21
2868970	4	0.43	$30,490.34	($5.13)	$30,485.21
2868971	4	0.43	$30,490.34	($5.13)	$30,485.21
2868972	4	0.43	$30,490.34	($5.13)	$30,485.21
2868973	4	0.43	$30,490.34	($5.13)	$30,485.21
2868974	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868975	4	0.43	$30,490.34	($5.13)	$30,485.21
2868976	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868977	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868978	4	0.43	$30,490.34	($5.13)	$30,485.21
2868979	4	0.43	$30,490.34	($5.13)	$30,485.21
2868980	Open Space	0	$0.00	$0.00	$0.00
2868981	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868982	4	0.43	$30,490.34	($5.13)	$30,485.21
2868983	4	0.43	$30,490.34	($5.13)	$30,485.21
2868984	4	0.43	$30,490.34	($5.13)	$30,485.21
2868985	4	0.43	$30,490.34	($5.13)	$30,485.21
2868986	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868987	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868988	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868989	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868990	4	0.43	$30,490.34	($5.13)	$30,485.21
2868991	4	0.43	$30,490.34	($5.13)	$30,485.21
2868992	4	0.43	$30,490.34	($5.13)	$30,485.21
2868993	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2868994	4	0.43	$30,490.34	($5.13)	$30,485.21
2868995	4	0.43	$30,490.34	($5.13)	$30,485.21
2868996	4	0.43	$30,490.34	($5.13)	$30,485.21
2868997	Open Space	0	$0.00	$0.00	$0.00
2868998	Open Space	0	$0.00	$0.00	$0.00

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Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2868999	4	0.43	$30,490.34	($5.13)	$30,485.21
2869000	4	0.43	$30,490.34	($5.13)	$30,485.21
2869001	4	0.43	$30,490.34	($5.13)	$30,485.21
2869002	4	0.43	$30,490.34	($5.13)	$30,485.21
2869003	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869004	4	0.43	$30,490.34	($5.13)	$30,485.21
2869005	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869006	4	0.43	$30,490.34	($5.13)	$30,485.21
2869007	4	0.43	$30,490.34	($5.13)	$30,485.21
2869008	4	0.43	$30,490.34	($5.13)	$30,485.21
2869009	4	0.43	$30,490.34	($5.13)	$30,485.21
2869010	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869011	4	0.43	$30,490.34	($5.13)	$30,485.21
2869012	4	0.43	$30,490.34	($5.13)	$30,485.21
2869013	4	0.43	$30,490.34	($5.13)	$30,485.21
2869014	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869015	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869016	4	0.43	$30,490.34	($5.13)	$30,485.21
2869017	4	0.43	$30,490.34	($5.13)	$30,485.21
2869018	4	0.43	$30,490.34	($5.13)	$30,485.21
2869019	4	0.43	$30,490.34	($5.13)	$30,485.21
2869020	4	0.43	$30,490.34	($5.13)	$30,485.21
2869021	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869022	4	0.43	$30,490.34	($5.13)	$30,485.21
2869023	4	0.43	$30,490.34	($5.13)	$30,485.21
2869024	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869025	4	0.43	$30,490.34	($5.13)	$30,485.21
2869026	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869027	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869028	5	0.34	$24,108.64	($4.06)	$24,104.58
2869029	5	0.34	$24,108.64	($4.06)	$24,104.58
2869030	5	0.34	$24,108.64	($4.06)	$24,104.58
2869031	5	0.34	$24,108.64	($4.06)	$24,104.58
2869032	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869033	5	0.34	$24,108.64	($4.06)	$24,104.58
2869034	5	0.34	$24,108.64	($4.06)	$24,104.58
2869035	5	0.34	$24,108.64	($4.06)	$24,104.58
2869036	5	0.34	$24,108.64	($4.06)	$24,104.58
2869037	5	0.34	$24,108.64	($4.06)	$24,104.58
2869038	5	0.34	$24,108.64	($4.06)	$24,104.58
2869039	5	0.34	$24,108.64	($4.06)	$24,104.58
2869040	5	0.34	$24,108.64	($4.06)	$24,104.58
2869041	5	0.34	$24,108.64	($4.06)	$24,104.58
2869042	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869043	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869045	5	0.34	$24,108.64	($4.06)	$24,104.58
2869046	5	0.34	$24,108.64	($4.06)	$24,104.58
2869047	5	0.34	$24,108.64	($4.06)	$24,104.58
2869048	5	0.34	$24,108.64	($4.06)	$24,104.58
2869049	5	0.34	$24,108.64	($4.06)	$24,104.58
2869050	5	0.34	$24,108.64	($4.06)	$24,104.58

Appendix I
The Lakes at Mustang Ranch Public Improvement District
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Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2869051	Open Space	0	$0.00	$0.00	$0.00
2869052	Open Space	0	$0.00	$0.00	$0.00
2869053	5	0.34	$24,108.64	($4.06)	$24,104.58
2869054	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869055	5	0.34	$24,108.64	($4.06)	$24,104.58
2869056	5	0.34	$24,108.64	($4.06)	$24,104.58
2869057	5	0.34	$24,108.64	($4.06)	$24,104.58
2869058	5	0.34	$24,108.64	($4.06)	$24,104.58
2869059	5	0.34	$24,108.64	($4.06)	$24,104.58
2869060	5	0.34	$24,108.64	($4.06)	$24,104.58
2869061	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2869062	5	0.34	$24,108.64	($4.06)	$24,104.58
2869063	5	0.34	$24,108.64	($4.06)	$24,104.58
2869064	5	0.34	$24,108.64	($4.06)	$24,104.58
Total		**71.33**	**$5,057,851.29**	**($851.29)**	**$5,057,000.00**

APPENDIX M
PHASE #7 ASSESSMENT ROLL

Appendix M
Phase #7 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**93.08**
Outstanding Assessment	**$7,770,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2024	$1,000	$682,008	$50,000	$0	$35,294,570
2025	$436,000	$227,704	$50,000	$0	$713,704
2026	$171,000	$366,700	$51,000	$36,110	$588,700
2027	$179,000	$358,150	$52,020	$33,930	$589,170
2028	$188,000	$349,200	$53,060	$33,075	$590,260
2029	$197,000	$339,800	$54,122	$32,180	$590,922
2030	$85,000	$329,950	$55,204	$31,240	$470,154
2031	$89,000	$325,700	$56,308	$30,255	$471,008
2032	$92,000	$321,250	$57,434	$29,830	$470,684
2033	$96,000	$316,650	$58,583	$29,385	$471,233
2034	$99,000	$311,850	$59,755	$28,925	$470,605
2035	$104,000	$306,900	$60,950	$28,445	$471,850
2036	$108,000	$301,700	$62,169	$27,950	$471,869
2037	$112,000	$296,300	$63,412	$27,430	$471,712
2038	$116,000	$290,700	$64,680	$26,890	$471,380
2039	$121,000	$284,900	$65,974	$26,330	$471,874
2040	$126,000	$278,850	$67,293	$25,750	$472,143
2041	$132,000	$272,550	$68,639	$25,145	$473,189
2042	$135,000	$265,950	$70,012	$24,515	$470,962
2043	$333,000	$259,200	$71,412	$23,855	$663,612
2044	$349,000	$242,550	$72,841	$23,180	$664,391
2045	$364,000	$225,100	$74,297	$21,515	$663,397
2046	$381,000	$206,900	$75,783	$19,770	$663,683
2047	$398,000	$187,850	$77,299	$17,950	$663,149
2048	$417,000	$167,950	$78,845	$16,045	$663,795
2049	$436,000	$147,100	$80,422	$14,055	$663,522
2050	$456,000	$125,300	$82,030	$11,970	$663,330
2051	$478,000	$102,500	$83,671	$9,790	$664,171
2052	$500,000	$78,600	$85,344	$7,510	$663,944
2053	$524,000	$53,600	$87,051	$5,120	$664,651
Total	**$548,000**	**$27,400**	**$88,792**	**$2,620**	**$664,192**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phases #7 portion of the Phases #2-9 Refunding and Improvement Bonds at the interest rates of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

Appendix J
The Lakes at Mustang Ranch Public Improvement District
Phase #7 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2885970	3	0.49	$41,506.20	($0.70)	$41,505.51
2885971	3	0.49	$41,506.20	($0.70)	$41,505.51
2885972	2	0.65	$55,059.25	($0.92)	$55,058.32
2885973	2	0.65	$55,059.25	($0.92)	$55,058.32
2885974	2	0.65	$55,059.25	($0.92)	$55,058.32
2885975	2	0.65	$55,059.25	($0.92)	$55,058.32
2885976	2	0.65	$55,059.25	($0.92)	$55,058.32
2885977	2	0.65	$55,059.25	($0.92)	$55,058.32
2885978	2	0.65	$55,059.25	($0.92)	$55,058.32
2885979	2	0.65	$55,059.25	($0.92)	$55,058.32
2885980	2	0.65	$55,059.25	($0.92)	$55,058.32
2885981	2	0.65	$55,059.25	($0.92)	$55,058.32
2885982	2	0.65	$55,059.25	($0.92)	$55,058.32
2885983	2	0.65	$55,059.25	($0.92)	$55,058.32
2885984	2	0.65	$55,059.25	($0.92)	$55,058.32
2885985	2	0.65	$55,059.25	($0.92)	$55,058.32
2885986	2	0.65	$55,059.25	($0.92)	$55,058.32
2885987	2	0.65	$55,059.25	($0.92)	$55,058.32
2885988	2	0.65	$55,059.25	($0.92)	$55,058.32
2885989	2	0.65	$55,059.25	($0.92)	$55,058.32
2885990	2	0.65	$55,059.25	($0.92)	$55,058.32
2885991	2	0.65	$55,059.25	($0.92)	$55,058.32
2885992	2	0.65	$55,059.25	($0.92)	$55,058.32
2885993	2	0.65	$55,059.25	($0.92)	$55,058.32
2885994	2	0.65	$55,059.25	($0.92)	$55,058.32
2885995	2	0.65	$55,059.25	($0.92)	$55,058.32
2885996	2	0.65	$55,059.25	($0.92)	$55,058.32
2885997	2	0.65	$55,059.25	($0.92)	$55,058.32
2885998	2	0.65	$55,059.25	($0.92)	$55,058.32
2885999	0	0.00	$0.00	$0.00	$0.00
2886000	0	0.00	$0.00	$0.00	$0.00
2886001	0	0.00	$0.00	$0.00	$0.00
2886002	4	0.43	$36,423.81	($0.61)	$36,423.20
2886003	4	0.43	$36,423.81	($0.61)	$36,423.20
2886004	4	0.43	$36,423.81	($0.61)	$36,423.20
2886005	4	0.43	$36,423.81	($0.61)	$36,423.20
2886006	4	0.43	$36,423.81	($0.61)	$36,423.20
2886007	4	0.43	$36,423.81	($0.61)	$36,423.20
2886008	4	0.43	$36,423.81	($0.61)	$36,423.20
2886009	4	0.43	$36,423.81	($0.61)	$36,423.20
2886010	4	0.43	$36,423.81	($0.61)	$36,423.20
2886011	4	0.43	$36,423.81	($0.61)	$36,423.20
2886012	4	0.43	$36,423.81	($0.61)	$36,423.20
2886013	4	0.43	$36,423.81	($0.61)	$36,423.20

Appendix J
The Lakes at Mustang Ranch Public Improvement District
Phase #7 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886014	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886015	4	0.43	$36,423.81	($0.61)	$36,423.20
2886016	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886017	4	0.43	$36,423.81	($0.61)	$36,423.20
2886018	0	0.00	$0.00	$0.00	$0.00
2886019	3	0.49	$41,506.20	($0.70)	$41,505.51
2886020	0	0.00	$0.00	$0.00	$0.00
2886021	3	0.49	$41,506.20	($0.70)	$41,505.51
2886022	3	0.49	$41,506.20	($0.70)	$41,505.51
2886023	3	0.49	$41,506.20	($0.70)	$41,505.51
2886024	3	0.49	$41,506.20	($0.70)	$41,505.51
2886025	3	0.49	$41,506.20	($0.70)	$41,505.51
2886026	3	0.49	$41,506.20	($0.70)	$41,505.51
2886027	3	0.49	$41,506.20	($0.70)	$41,505.51
2886028	3	0.49	$41,506.20	($0.70)	$41,505.51
2886029	3	0.49	$41,506.20	($0.70)	$41,505.51
2886030	3	0.49	$41,506.20	($0.70)	$41,505.51
2886031	3	0.49	$41,506.20	($0.70)	$41,505.51
2886032	3	0.49	$41,506.20	($0.70)	$41,505.51
2886033	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886034	3	0.49	$41,506.20	($0.70)	$41,505.51
2886035	3	0.49	$41,506.20	($0.70)	$41,505.51
2886036	3	0.49	$41,506.20	($0.70)	$41,505.51
2886037	3	0.49	$41,506.20	($0.70)	$41,505.51
2886038	3	0.49	$41,506.20	($0.70)	$41,505.51
2886039	3	0.49	$41,506.20	($0.70)	$41,505.51
2886040	0	0.00	$0.00	$0.00	$0.00
2886041	7	0.37	$31,341.42	($0.52)	$31,340.89
2886042	7	0.37	$31,341.42	($0.52)	$31,340.89
2886043	7	0.37	$31,341.42	($0.52)	$31,340.89
2886044	7	0.37	$31,341.42	($0.52)	$31,340.89
2886045	7	0.37	$31,341.42	($0.52)	$31,340.89
2886046	7	0.37	$31,341.42	($0.52)	$31,340.89
2886047	7	0.37	$31,341.42	($0.52)	$31,340.89
2886048	7	0.37	$31,341.42	($0.52)	$31,340.89
2886049	7	0.37	$31,341.42	($0.52)	$31,340.89
2886050	7	0.37	$31,341.42	($0.52)	$31,340.89
2886051	7	0.37	$31,341.42	($0.52)	$31,340.89
2886052	7	0.37	$31,341.42	($0.52)	$31,340.89
2886053	7	0.37	$31,341.42	($0.52)	$31,340.89
2886054	7	0.37	$31,341.42	($0.52)	$31,340.89
2886055	7	0.37	$31,341.42	($0.52)	$31,340.89
2886056	7	0.37	$31,341.42	($0.52)	$31,340.89
2886057	7	0.37	$31,341.42	($0.52)	$31,340.89

Appendix J
The Lakes at Mustang Ranch Public Improvement District
Phase #7 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886058	0	0.00	$0.00	$0.00	$0.00
2886059	7	0.37	$31,341.42	($0.52)	$31,340.89
2886060	7	0.37	$31,341.42	($0.52)	$31,340.89
2886061	7	0.37	$31,341.42	($0.52)	$31,340.89
2886062	7	0.37	$31,341.42	($0.52)	$31,340.89
2886063	7	0.37	$31,341.42	($0.52)	$31,340.89
2886064	7	0.37	$31,341.42	($0.52)	$31,340.89
2886065	7	0.37	$31,341.42	($0.52)	$31,340.89
2886066	7	0.37	$31,341.42	($0.52)	$31,340.89
2886067	7	0.37	$31,341.42	($0.52)	$31,340.89
2886068	7	0.37	$31,341.42	($0.52)	$31,340.89
2886069	7	0.37	$31,341.42	($0.52)	$31,340.89
2886070	7	0.37	$31,341.42	($0.52)	$31,340.89
2886071	7	0.37	$31,341.42	($0.52)	$31,340.89
2886072	7	0.37	$31,341.42	($0.52)	$31,340.89
2886073	0	0.00	$0.00	$0.00	$0.00
2886074	4	0.43	$36,423.81	($0.61)	$36,423.20
2886075	4	0.43	$36,423.81	($0.61)	$36,423.20
2886076	4	0.43	$36,423.81	($0.61)	$36,423.20
2886077	4	0.43	$36,423.81	($0.61)	$36,423.20
2886078	4	0.43	$36,423.81	($0.61)	$36,423.20
2886079	4	0.43	$36,423.81	($0.61)	$36,423.20
2886080	4	0.43	$36,423.81	($0.61)	$36,423.20
2886081	4	0.43	$36,423.81	($0.61)	$36,423.20
2886082	4	0.43	$36,423.81	($0.61)	$36,423.20
2886083	4	0.43	$36,423.81	($0.61)	$36,423.20
2886084	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2886085	0	0.00	$0.00	$0.00	$0.00
2886086	2	0.65	$55,059.25	($0.92)	$55,058.32
2886088	2	0.65	$55,059.25	($0.92)	$55,058.32
2886089	2	0.65	$55,059.25	($0.92)	$55,058.32
2886090	2	0.65	$55,059.25	($0.92)	$55,058.32
2886091	2	0.65	$55,059.25	($0.92)	$55,058.32
2886092	2	0.65	$55,059.25	($0.92)	$55,058.32
2886093	2	0.65	$55,059.25	($0.92)	$55,058.32
2886094	2	0.65	$55,059.25	($0.92)	$55,058.32
2886095	2	0.65	$55,059.25	($0.92)	$55,058.32
2886096	2	0.65	$55,059.25	($0.92)	$55,058.32
2886097	2	0.65	$55,059.25	($0.92)	$55,058.32
2886098	2	0.65	$55,059.25	($0.92)	$55,058.32
2886099	2	0.65	$55,059.25	($0.92)	$55,058.32
2886100	2	0.65	$55,059.25	($0.92)	$55,058.32
2886101	2	0.65	$55,059.25	($0.92)	$55,058.32
2886102	2	0.65	$55,059.25	($0.92)	$55,058.32

Appendix J
The Lakes at Mustang Ranch Public Improvement District
Phase #7 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886103	2	0.65	$55,059.25	($0.92)	$55,058.32
2886104	2	0.65	$55,059.25	($0.92)	$55,058.32
2886105	2	0.65	$55,059.25	($0.92)	$55,058.32
2886106	2	0.65	$55,059.25	($0.92)	$55,058.32
2886107	2	0.65	$55,059.25	($0.92)	$55,058.32
2886108	2	0.65	$55,059.25	($0.92)	$55,058.32
2886109	2	0.65	$55,059.25	($0.92)	$55,058.32
2886110	2	0.65	$55,059.25	($0.92)	$55,058.32
2886111	2	0.65	$55,059.25	($0.92)	$55,058.32
2886112	2	0.65	$55,059.25	($0.92)	$55,058.32
2886113	2	0.65	$55,059.25	($0.92)	$55,058.32
2886114	0	0.00	$0.00	$0.00	$0.00
2886115	0	0.00	$0.00	$0.00	$0.00
2886116	3	0.49	$41,506.20	($0.70)	$41,505.51
2886117	3	0.49	$41,506.20	($0.70)	$41,505.51
2886118	3	0.49	$41,506.20	($0.70)	$41,505.51
2886119	4	0.43	$36,423.81	($0.61)	$36,423.20
2886121	4	0.43	$36,423.81	($0.61)	$36,423.20
2886122	4	0.43	$36,423.81	($0.61)	$36,423.20
2886123	4	0.43	$36,423.81	($0.61)	$36,423.20
2886124	4	0.43	$36,423.81	($0.61)	$36,423.20
2886125	4	0.43	$36,423.81	($0.61)	$36,423.20
2886126	4	0.43	$36,423.81	($0.61)	$36,423.20
2886127	4	0.43	$36,423.81	($0.61)	$36,423.20
2886128	4	0.43	$36,423.81	($0.61)	$36,423.20
2886129	4	0.43	$36,423.81	($0.61)	$36,423.20
2886130	4	0.43	$36,423.81	($0.61)	$36,423.20
2886131	4	0.43	$36,423.81	($0.61)	$36,423.20
2886132	0	0.00	$0.00	$0.00	$0.00
2886133	0	0.00	$0.00	$0.00	$0.00
2886134	0	0.00	$0.00	$0.00	$0.00
2886135	1	1.00	$84,706.53	($1.42)	$84,705.11
2886137	1	1.00	$84,706.53	($1.42)	$84,705.11
2886138	1	1.00	$84,706.53	($1.42)	$84,705.11
2886139	1	1.00	$84,706.53	($1.42)	$84,705.11
2886140	1	1.00	$84,706.53	($1.42)	$84,705.11
2886141	1	1.00	$84,706.53	($1.42)	$84,705.11
2886142	1	1.00	$84,706.53	($1.42)	$84,705.11
2886143	1	1.00	$84,706.53	($1.42)	$84,705.11
2886144	1	1.00	$84,706.53	($1.42)	$84,705.11
2886145	1	1.00	$84,706.53	($1.42)	$84,705.11
2886146	1	1.00	$84,706.53	($1.42)	$84,705.11
2886147	1	1.00	$84,706.53	($1.42)	$84,705.11
2886148	1	1.00	$84,706.53	($1.42)	$84,705.11

Appendix J
The Lakes at Mustang Ranch Public Improvement District
Phase #7 Assessment Roll Summary

Parcel	Lot Type	Equivalent Units	Outstanding Assessment	Assessment Lien Reduction	Adjusted Outstanding Assessments
2886149	1	1.00	$84,706.53	($1.42)	$84,705.11
2886150	3	0.49	$41,506.20	($0.70)	$41,505.51
2886151	3	0.49	$41,506.20	($0.70)	$41,505.51
2886152	3	0.49	$41,506.20	($0.70)	$41,505.51
2886153	3	0.49	$41,506.20	($0.70)	$41,505.51
2886154	3	0.49	$41,506.20	($0.70)	$41,505.51
2886155	3	0.49	$41,506.20	($0.70)	$41,505.51
2886156	3	0.49	$41,506.20	($0.70)	$41,505.51
2886157	3	0.49	$41,506.20	($0.70)	$41,505.51
2886158	0	0.00	$0.00	$0.00	$0.00
2886159	0	0.00	$0.00	$0.00	$0.00
2886160	0	0.00	$0.00	$0.00	$0.00
2886161	0	0.00	$0.00	$0.00	$0.00
2886162	0	0.00	$0.00	$0.00	$0.00
2886163	0	0.00	$0.00	$0.00	$0.00
Total		**91.73**	**$7,770,130.12**	**($130.12)**	**$7,770,000.00**

APPENDIX N
PROPOSED PHASES #8-9 ASSESSMENT ROLL

Appendix N
Proposed Phases #8-9 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**104.90**
Assessment	**$2,923,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Capitalized Interest	Total Annual Installment
2025	$0	$664,200	$0	$0	($664,200)	$0
2026	$160,000	$664,200	$52,020	$5,400	$0	$881,620
2027	$168,000	$654,360	$53,060	$5,320	$0	$880,740
2028	$176,000	$644,028	$54,122	$5,236	$0	$879,386
2029	$185,000	$633,204	$55,204	$5,148	$0	$878,556
2030	$194,000	$621,827	$56,308	$5,056	$0	$877,190
2031	$204,000	$609,896	$57,434	$4,959	$0	$876,288
2032	$215,000	$597,350	$58,583	$4,857	$0	$875,789
2033	$226,000	$584,127	$59,755	$4,749	$0	$874,631
2034	$238,000	$570,228	$60,950	$4,636	$0	$873,814
2035	$251,000	$555,591	$62,169	$4,517	$0	$873,277
2036	$264,000	$540,155	$63,412	$4,392	$0	$871,958
2037	$279,000	$523,919	$64,680	$4,260	$0	$871,858
2038	$295,000	$506,760	$65,974	$4,120	$0	$871,854
2039	$311,000	$488,618	$67,293	$3,973	$0	$870,883
2040	$329,000	$469,491	$68,639	$3,817	$0	$870,947
2041	$348,000	$449,258	$70,012	$3,653	$0	$870,922
2042	$368,000	$427,856	$71,412	$3,479	$0	$870,746
2043	$390,000	$405,224	$72,841	$3,295	$0	$871,359
2044	$413,000	$381,239	$74,297	$3,100	$0	$871,635
2045	$437,000	$355,839	$75,783	$2,893	$0	$871,515
2046	$463,000	$328,964	$77,299	$2,675	$0	$871,937
2047	$491,000	$300,489	$78,845	$2,443	$0	$872,777
2048	$521,000	$270,293	$80,422	$2,198	$0	$873,912
2049	$553,000	$238,251	$82,030	$1,937	$0	$875,218
2050	$587,000	$204,242	$83,671	$1,661	$0	$876,573
2051	$623,000	$168,141	$85,344	$1,367	$0	$877,852
2052	$662,000	$129,827	$87,051	$1,056	$0	$879,933
2053	$703,000	$89,114	$88,792	$725	$0	$881,630
2054	$746,000	$45,879	$90,568	$373	$0	$882,820
Total	**$10,800,000**	**$13,122,563**	**$2,017,972**	**$101,288**	**($664,200)**	**$25,377,622**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phases #8-9 Improvement Bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.

EXHIBIT 1

CONSOLIDATED SUMMARY OF ASSESSMENTS FOR PHASES #2-7 PROJECTS

Exhibit 1
Consolidated Summary of Assessments for Phases #2-7 Projects

Parcel Assessment	All Parcels $22,569,000

Year[1]	Principal[2]	Interest[2]	Administrative Expenses[3]	Additional Interest[4]	Total Annual Installment
2025	$1,101,000	$750,738	$156,588	$0	$2,008,326
2026	$518,000	$1,073,400	$159,610	$109,140	$1,860,150
2027	$539,000	$1,047,500	$162,894	$104,010	$1,853,404
2028	$542,000	$1,020,550	$166,142	$101,405	$1,830,097
2029	$498,000	$993,450	$169,456	$98,670	$1,759,576
2030	$401,000	$968,550	$172,836	$95,940	$1,638,326
2031	$418,000	$948,500	$176,282	$93,410	$1,636,192
2032	$433,000	$927,600	$179,797	$91,390	$1,631,787
2033	$455,000	$905,950	$183,385	$89,260	$1,633,595
2034	$476,000	$883,200	$187,042	$87,055	$1,633,297
2035	$498,000	$859,400	$190,771	$84,740	$1,632,911
2036	$516,000	$834,500	$194,577	$82,325	$1,627,402
2037	$542,000	$808,700	$198,457	$79,800	$1,628,957
2038	$564,000	$781,600	$202,415	$77,165	$1,625,180
2039	$591,000	$753,400	$206,453	$74,415	$1,625,268
2040	$621,000	$723,850	$210,571	$71,540	$1,626,961
2041	$836,000	$692,800	$214,770	$68,535	$1,812,105
2042	$968,000	$651,000	$219,054	$65,375	$1,903,429
2043	$1,621,000	$602,600	$223,424	$61,145	$2,508,169
2044	$1,700,000	$521,550	$227,880	$54,740	$2,504,170
2045	$1,169,000	$436,550	$199,543	$299,725	$2,104,818
2046	$1,217,000	$378,100	$203,521	$40,915	$1,839,536
2047	$916,000	$317,250	$174,504	$260,700	$1,668,454
2048	$936,000	$271,450	$175,803	$42,175	$1,425,428
2049	$719,000	$224,650	$146,046	$217,845	$1,307,541
2050	$751,000	$188,700	$148,967	$19,725	$1,108,392
2051	$788,000	$151,150	$151,947	$16,130	$1,107,227
2052	$825,000	$111,750	$154,985	$12,375	$1,104,110
2053	$862,000	$70,500	$158,085	$8,435	$1,099,020
2054	$548,000	$27,400	$88,792	$2,620	$666,812
Total	**$22,569,000**	**$18,926,338**	**$5,404,597**	**$2,510,705**	**$49,410,640**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal and interest amounts represent the debt service requirements of the Phases #2-9 Refunding and Improvement Bonds allocable to the Phases #2-7 Projects at the interest rate of such bonds.
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[4]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.
Note: Table provided to identify the portion of the Phases #2-9 Refunding and Improvement Bonds related to the acquisition of the Phases #2-7 Projects.

EXHIBIT 2

CONSOLIDATED SUMMARY OF ASSESSMENTS FOR PHASES #2-9 MAJOR IMPROVEMENT AREA INITIAL PROJECTS AND PHASES #2-7 PROJECTS

Exhibit 2
Consolidated Summary of Assessments for Phases #2-9 Major Improvement Area
Initial Projects and Phases #2-7 Projects

Parcel Assessment	**All Parcels $34,084,000**

Year[1]	Phase Direct Principal[2]	Phase Direct Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Total Annual Installment
2025	$1,814,000	$1,088,191	$186,399	$0	$3,088,590
2026	$1,012,000	$1,613,500	$190,017	$166,715	$2,982,232
2027	$1,065,000	$1,562,900	$193,909	$158,020	$2,979,829
2028	$1,093,000	$1,509,650	$197,778	$152,945	$2,953,373
2029	$1,093,000	$1,455,000	$201,724	$147,580	$2,897,304
2030	$1,007,000	$1,400,350	$205,750	$142,095	$2,755,195
2031	$1,054,000	$1,350,000	$209,854	$136,590	$2,750,444
2032	$1,106,000	$1,297,300	$214,040	$131,540	$2,748,880
2033	$1,155,000	$1,242,000	$218,313	$126,230	$2,741,543
2034	$1,222,000	$1,184,250	$222,669	$120,660	$2,749,579
2035	$1,269,000	$1,123,150	$227,110	$114,845	$2,734,105
2036	$1,323,000	$1,059,700	$231,643	$108,700	$2,723,043
2037	$1,394,000	$993,550	$236,265	$102,320	$2,726,135
2038	$1,458,000	$923,850	$240,979	$95,650	$2,718,479
2039	$1,547,000	$850,950	$245,788	$88,640	$2,732,378
2040	$1,616,000	$773,600	$250,693	$81,295	$2,721,588
2041	$836,000	$692,800	$214,770	$68,535	$1,812,105
2042	$968,000	$651,000	$219,054	$65,375	$1,903,429
2043	$1,621,000	$602,600	$223,424	$61,145	$2,508,169
2044	$1,700,000	$521,550	$227,880	$54,740	$2,504,170
2045	$1,169,000	$436,550	$199,543	$299,725	$2,104,818
2046	$1,217,000	$378,100	$203,521	$40,915	$1,839,536
2047	$916,000	$317,250	$174,504	$260,700	$1,668,454
2048	$936,000	$271,450	$175,803	$42,175	$1,425,428
2049	$719,000	$224,650	$146,046	$217,845	$1,307,541
2050	$751,000	$188,700	$148,967	$19,725	$1,108,392
2051	$788,000	$151,150	$151,947	$16,130	$1,107,227
2052	$825,000	$111,750	$154,985	$12,375	$1,104,110
2053	$862,000	$70,500	$158,085	$8,435	$1,099,020
2054	$548,000	$27,401	$88,792	$2,620	$666,813
Total	**$34,084,000**	**$24,073,392**	**$5,960,252**	**$3,044,265**	**$67,161,909**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]The principal amounts represent the debt service requirements of the Phases #2-9 Refunding and Improvement Bonds.
[3]The interest amounts represent the debt service requirements of the Phases #2-9 Refunding and Improvement Bonds.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates.
[5]Additional Interest Component will only be collected as needed following the issuance of the Phases #2-9 Major Refunding and Improvement Bonds.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on January 14, 2025 at or after 4:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phases #8-9 of The Lakes at Mustang Ranch Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed Authorized Improvements to be undertaken at this time (the "Phases #8-9 Projects") include (i) road improvements, water improvements, landscaping and open space improvements, sanitary sewer system improvements, and storm drainage system improvements, (ii) payment of expenses incurred in the establishment, administration, and operation of the District, and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property within the District.

The total costs of the Phases #8-9 Projects, including administrative costs and the costs of issuing bonds, is estimated to be $12,014,339.

The boundaries of the District include approximately 681.999 acres of land situated in the Coleman Watson Survey, Abstract No. A0945, Block 4, Tract 26, and is generally located north of FM 1461, west of FM 2478, east of County Road 84, and south of Brinkmann Ranch Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessment within Phases #8-9 of the District will be considered at the public hearing.

A copy of the proposed Phases #8-9 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phases #8-9 of the District that benefits from the Phases #8-9 Projects, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Assistant Finance Director
CC:	Karla Stovall, Assistant City Manager, Robin Bromiley, Director of Finance
Intiated by:	Brad Kearney
Date:	December 10, 2024
Re:	Edgewood Creek Public Improvement District Improvement Area #2 Preliminary Service and Assessment Plan

Action Requested:
Consider and act upon a Resolution determining the costs of certain authorized improvements to be financed within Improvement Area #2 of the Edgewood Creek Public Improvement District; approving a preliminary amended service plan and assessment plan, including a proposed assessment roll; directing the filing of the proposed assessment roll with the City Secretary; and providing for noticing and calling a public hearing on January 14, 2025, to consider an ordinance levying assessments on property located within Improvement Area #2 of the Edgewood Creek Public Improvement District. (Kearney)

Background Information:
This item approves the preliminary Service and Assessment Plan (SAP) for the Edgewood Creek Public Improvement District (PID) and calls a public hearing to levy assessments on property within Improvement Area #2 of the PID at the next City Council Meeting.

The Edgewood Creek PID was established on May 12, 2020. It is located in southwest Celina along FM 1385 and FM 428. There are 847 proposed single family homes.

The preliminary SAP establishes Improvement Area #2, which includes 158 single family homes. The authorized projects for Improvement Area #2 include roadway, water, sewer, drainage, and soft costs. The total estimated project costs are $6,285,698.

The preliminary proposed PID assessment, average annual installment per unit, and overlapping tax rate for Improvement Area #2 are:

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit	Tax Rate Equivalent	Total Overlapping Tax Rate
50 ft	$26,614	$2,300	$0.40	$2.441237

Approval of this item calls for a public hearing to be held on January 14, 2025 during the City Council Meeting. At the conclusion of the public hearing, City Council will consider levying the above assessments on properties within Improvement Area #2.

Legal Review:
This item has been reviewed and approved.

Supporting Documents:
1. Edgewood Creek PID Improvement Area #2 Preliminary SAP Presentation
2. Edgewood Creek PID Improvement Area #2 Preliminary SAP Resolution

Financial Consideration:
This item provides for the call of a public hearing to consider levying assessments on property within the Edgewood Creek Pubic Improvement District Improvement Area #2.

Staff Recommendation:
Staff recommends approval.

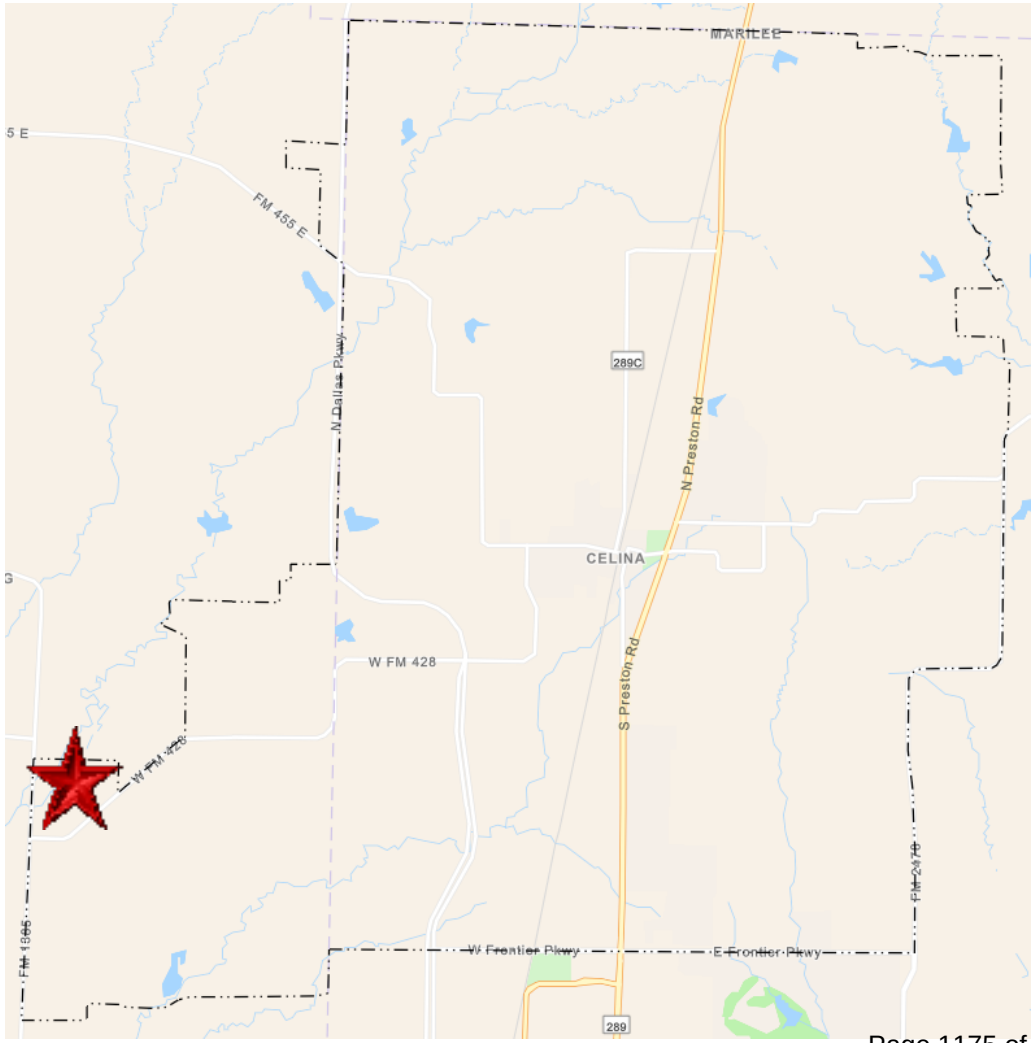
EDGEWOOD CREEK PID IMPROVEMENT AREA #2 PRELIMINARY SAP

City Council Meeting
December 10, 2024



EDGEWOOD CREEK PID

- Established May 12, 2020
- Located in southwest Celina along FM 1385 and FM 428
- Proposed development: 847 units
  - 50 ft = 847



IMPROVEMENT AREA #2

- Improvement Area #2 includes 158 single family homes
- Authorized Projects: $6,285,698
  - Roadway
  - Water
  - Sewer
  - Drainage
  - Soft costs

IMPROVEMENT AREA #2 ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
50 ft	$26,614	$2,300

*Estimated and subject to change as actual bond costs are determined

IMPROVEMENT AREA #2 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV)
Calculated Net Tax Rate Equivalent for PID Assessment	$0.400000
Overlapping Tax Rates (Tax Year 2024)	$2.041237
Estimated Total Tax Rate	$2.441237

*Estimated and subject to change as actual bond costs are determined

TIMELINE

- December 10, 2024 – Consider preliminary SAP and call a public hearing
- January 14, 2025 – Hold public hearing and consider levying assessments for Improvement Area #2

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN IMPROVEMENT AREA #2 IMPROVEMENTS TO BE FINANCED WITHIN THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY AMENDED SERVICE AND ASSESSMENT PLAN UPDATED FOR IMPROVEMENT AREA #2, 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; NOTICING A PUBLIC HEARING FOR JANUARY 14, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN IMPROVEMENT AREA #2 OF THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARING; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, on May 12, 2020, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the extraterritorial jurisdiction of the City, and following the public hearing, the City Council adopted Resolution No. 2020-33R (the "Authorization Resolution"), authorizing, establishing, and creating the “Edgewood Creek Public Improvement District” (the “District”); and

WHEREAS, in the Authorization Resolution, the City authorized the creation of the District and the issuance of up to $28,000,000.00 in bonds for the District to finance certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented an updated Edgewood Creek Public Improvement District Preliminary Service and Assessment Plan, dated December 10, 2024, including the Proposed Improvement Area #2 Assessment Roll (hereinafter defined) attached thereto (collectively, the “Preliminary SAP”), relating to certain assessments proposed to be levied against property within Improvement Area #2 of the District. A copy of the Preliminary SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes,

(iii) identifies the area constituting "Improvement Area #2" of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Improvement Area #2 (the "Improvement Area #2 Improvements"), and (v) sets forth the proposed assessment roll for Improvement Area #2 (the "Proposed Improvement Area #2 Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain of the Improvement Area #2 Improvements to be financed by the District at this time and the Proposed Improvement Area #2 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Improvement Area #2 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Improvement Area #2 Assessment Roll be filed with the municipal secretary of the City (the "City Secretary"), and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider the proposed assessments to be levied against the benefitted property within Improvement Area #2 the District and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the improvements are to be undertaken before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Improvement Area #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A**, which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the total costs of the Improvement Area #2 Improvements to be financed by the District are as set forth in Table IV-C of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Improvement Area #2 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Improvement Area #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Improvement Area #2 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Improvement Area #2 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls a public hearing (the Assessment Hearing, as defined above) to be held on **January 14, 2025, at or after 4:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which, the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearing to be held on **January 14, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction of the City in which the District is located or in which the Improvement Area #2 Improvements are to be undertaken, on or before **January 2, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Improvement Area #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **January 2, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **January 14, 2025**, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **January 14, 2025** meeting of the City Council.

SECTION 11. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 10th day of December, 2024.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT

CITY OF CELINA, TEXAS

PRELIMINARY AMENDED SERVICE AND ASSESSMENT PLAN

January 12, 2021

As Updated for Improvement Area #2 Assessments on December 10, 2024

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

EDGEWOOD CREEK
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY AMENDED SERVICE AND ASSESSMENT PLAN

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APPENDIX H - PID Assessment Notice

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On May 12, 2020 (the "Creation Date") the City Council (the "City Council") of the City of Celina, Texas (the "City") passed and approved Resolution No. 2020-33R approving and authorizing the creation of the Edgewood Creek Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district (the "Authorized Improvements"), all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in approximately three phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

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 Edgewood Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix H. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The

Assessment Rolls for the PID are included as Appendix E, Appendix F, and Appendix G of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. Definitions

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (property and franchise) (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, miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"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 Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"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.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Rolls attached hereto as Appendix E, Appendix F, and Appendix G, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes 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 an 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.

"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 Phases #2-3 Major Improvement Assessment Roll, 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.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**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.

"Development Agreement" means that certain "Development Agreement (Edgewood Creek)" by and between the City and Centurion American Acquisitions, LLC, a Texas limited liability company, and related to the Property effective October 8, 2020, as assigned to the Developer, and as the same may be amended from time to time.

"Developer" means MM Edgewood Creek, LLC, a Texas limited liability company.

"Future Phases" means Phases that are fully developed after Phase #1, as such areas are generally depicted in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a homeowner's association.

"Improvement Area #2" means the second 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.

"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 Improvements is 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 Improvements.

"Improvement Area #2 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.

"Improvement Area #2 Maximum Assessment Per Unit" means for Improvement Area #2 an Assessment per unit for Improvement Area #2 Improvements not to exceed $26,613.92.

"Improvement Area #2 Improvements" means the Authorized Improvements which only benefit Improvement Area #2 Assessed Property, which are described in Section III.C.

"Improvement Area #2 Reimbursement Agreement" means that certain Edgewood Creek Public Improvement District Improvement Area #2 Reimbursement Agreement expected to be dated January 14, 2025, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Improvement Area #2 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of Denton County, Texas.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" or "MI" mean the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"MSUD" means the Mustang Special Utility District.

"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.E.

"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 Denton 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 for Authorized Improvements (or the portion thereof) designated 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 F.

"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 Projects 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 Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix F**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1 an Assessment per unit for Phase #1 Improvements not to exceed $29,766.63.

"Phase #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Reimbursement Agreement" means that certain Edgewood Creek Public Improvement District Phase #1 Reimbursement Agreement dated January 12, 2021, by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of Phase #1 Improvements and the City agrees to reimburse the Developer for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase or in Phases. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase(s) in question.

"Phases #2-3" mean the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Phases #2-3 Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1.

"Phases #2-3 Major Improvement Maximum Assessment Per Unit" means for Phases #2-3 Major Improvements an Assessment per unit for Phases #2-3 Major Improvements not to exceed $6,337.00.

"Phases #2-3 Major Improvements" means the pro rata portion of the Major Improvements allocable to Phases #2-3, which are described in Section III.

"Phases #2-3 Major Improvement Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-3 Assessed Property, or the Annual Installments thereof, for the Phases #2-3 Major Improvements.

"Phases #2-3 Major Improvement Assessment Roll" means the document included in this Service and Assessment Plan as Appendix E, 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.

"Phases #2-3 Major Improvement Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (Edgewood Creek Public Improvement District Phases #2-3 Major Improvement Project) that are secured primarily by Phases #2-3 Major Improvement Assessment Revenues.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, Denton County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"TIRZ No. 12" means the Tax Increment Reinvestment Zone No. 12, City of Celina, Texas.

"TIRZ Credit" means, for each Parcel, the prorated amount of TIRZ Revenues calculated pursuant to Section VI of this Service and Assessment Plan.

"TIRZ Ordinance" means an ordinance adopted by the City Council authorizing the use of TIRZ Revenues for project costs under the Tax Increment Financing Act, Texas Tax Code, Chapter 311, as amended, relating to the Authorized Improvements as provided for in the Tax Increment Reinvestment Zone No. 12 Project Plan and Financing Plan (including amendments or supplements thereto).

"TIRZ Revenues" mean, for each year, the amounts paid by the City from the TIRZ No. 12 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment, as calculated each year by the Administrator in collaboration with the City, in accordance with Section VI of this Service and Assessment Plan.

"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.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 246.54 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 847 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development – PID

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	847	Units
Total	**847**	**Units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 63 acres and is projected to consist of 301 single family residential units, to be developed as Phase #1. A map of the property within Phase #1 and depicting the boundaries of each proposed Phase is shown in Appendix A.

Table II-B
Proposed Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	301	Units
Total	**301**	**Units**

C. PROPERTY INCLUDED IN PHASES #2-3

Phases #2-3 consist of approximately 184 acres and are projected to consist of approximately 546 residential units. A map of the property within Phases #2-3 and depicting the boundaries of each proposed Phase is shown in Appendix A.

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Table II-D
Proposed Development – Phases #2-3

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	546	Units
Total	**546**	**Units**

D. PROPERTY INCLUDED IN IMPROVEMENT AREA #2

Improvement Area #2 consists of approximately 44.251 acres and is projected to consist of 158 single family residential units, to be developed as Improvement Area #2. A map of the property within Improvement Area #2 and depicting the boundaries of the proposed Improvement Area #2 is shown in Appendix A.

Table II-C
Proposed Development – Improvement Area #2

Proposed Development	Quantity	Measurement
Single-Family - 50 Ft	158	Units
Total	**158**	**Units**

E. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued for each new phase. In connection with the issuance of each new Phased PID Bonds, 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 and Section II.C. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix E, Appendix F, and Appendix G.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and III.C. below and shown in the opinion of probable costs and on the diagrams included as Appendix

C for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of lots. Each of Phase #1 and Phases #2-3 will be proportionally allocated the costs of the Major Improvements, as shown on Table III-A below.

The Major Improvements descriptions are presented below as provided by the project engineer. The costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Major Improvements follows:

Road Improvements

The road improvement portion of the Major Improvements consists of the construction of entrance road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvement portion of the Major Improvements consists of construction and installation of waterlines, mains, pipes, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Major Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the

Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Landscaping and Hardscaping

The landscaping improvement portion of the Major Improvements consists of landscaping and hardscaping.

Other soft and miscellaneous costs

The soft and miscellaneous costs portion of the Major Improvements consists of engineering and surveying, project management fees, contingency, PID set up costs, and other soft and miscellaneous costs.

Table III-A
Estimated Major Improvement Costs

Authorized Improvements	Total Major Improvement Costs	Phase #1 Allocated Amount	Phases #2-3 Allocated Amount
Road Improvements	$610,000	$216,777	$393,223
Water Improvements	$313,025	$111,240	$201,785
Sanitary Sewer Improvements	$303,800	$107,962	$195,838
Storm Drainage Improvements	$500,000	$177,686	$322,314
Landscaping & Hardscaping	$1,111,788	$395,098	$716,690
Other Soft and Miscellaneous Costs	$1,163,232	$413,380	$749,852
Total Authorized Improvements	**$4,001,846**	**$1,422,144**	**$2,579,702**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-A may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Authorized Improvements amount relating to Phase #1, and Phases #2-3 does not change.

C. DESCRIPTIONS OF PHASE #1 IMPROVEMENTS AND COSTS OF PHASE #1 PROJECTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the costs of the Major Improvements and the costs of the Phase #1 Improvements. The costs of the Phase #1 Projects are shown in Table III-B. The costs shown in Table III-B are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Road Improvements

The road improvement portion of the Phase #1 Improvements consists of the construction of road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Phase #1 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Phase #1 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Phase #1 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Landscaping and Hardscaping

The landscaping improvement of the Phase #1 Improvements consists of landscaping and hardscaping.

Other soft and miscellaneous costs

The soft and miscellaneous costs portion of the Phase #1 Improvements consists of engineering and surveying, project management fees, contingency, and other soft and miscellaneous costs.

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Table III-B
Estimated Phase #1 Project Costs

Authorized Improvements	Proportional Share of Major Improvements	Phase #1 Improvement Costs	Total
Road Improvements	$216,777	$2,068,568	$2,285,345
Water Improvements	$111,240	$549,505	$660,745
Sanitary Sewer Improvements	$107,962	$799,169	$907,131
Storm Drainage Improvements	$177,686	$779,297	$956,983
Landscaping & Hardscaping	$395,098	$0	$395,098
Other Soft and Miscellaneous Costs	$413,380	$2,334,275	$2,747,655
Total Authorized Improvements	**$1,422,144**	**$6,530,815**	**$7,952,958**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-B may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Phase #1 Projects amount does not change.

D. DESCRIPTIONS AND COSTS OF IMPROVEMENT AREA #2 IMPROVEMENTS

The Improvement Area #2 Improvements descriptions are presented below as provided by the project engineer. The costs of the Improvement Area #2 Improvements are shown in Table III-C. The costs shown in Table III-C are estimates 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 Improvement Area #2 Improvements are as follows.

Road Improvements

The road improvement portion of the Improvement Area #2 Improvements consists of the construction of road improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices, which benefit the Improvement Area #2 Assessed Property. All roadway projects will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Improvement Area #2 Improvements consists of construction and installation of a looped water main network, waterlines, mains, pipes, valves and appurtenances, necessary for the portion of the water distribution system that will service the Improvement Area #2 Assessed Property. The water improvements will be designed and constructed according to MSUD and City standards and will be owned and operated by the MSUD.

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Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Improvement Area #2 Improvements consists of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Improvement Area #2 Assessed Property. The sanitary sewer improvements will be designed and constructed according to MSUD and City standards and specifications and will be owned and operated by the MSUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Improvement Area #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, which benefit the Improvement Area #2 Assessed Property. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other soft and miscellaneous costs

The soft and miscellaneous costs portion of the Improvement Area #2 Improvements consists of engineering and surveying, project management fees, contingency, and other soft and miscellaneous costs.

Table III-C
Estimated Improvement Area #2 Improvements Costs

Authorized Improvements	Total
Road Improvements	$1,690,229
Water Improvements	$864,230
Sanitary Sewer Improvements	$864,090
Storm Drainage Improvements	$790,000
Soft and miscellaneous costs	$2,077,149
Total Authorized Improvements	**$6,285,698**

Note: Costs provided by Barraza Consulting Group, LLC. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the Total Improvement Area #2 Improvements amount does not change.

E. FUTURE PHASES

As Future Phases are developed and Phased PID Bonds are issued, this SAP will be amended to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-D will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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IV. SERVICE PLAN

A. 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. The Phases #2-3 Major Improvements financed with the Phases #2-3 Major Improvement Bonds have been constructed and accepted by the City or MSUD, as applicable. The Phase #1 Projects financed with the Phase #1 Bonds have been constructed and accepted by the City or MSUD, as applicable. It is anticipated that the Improvement Area #2 Improvements will be completed and accepted by the City or MSUD, as applicable, in the first quarter of 2025. After Improvement Area #2 is developed, it is anticipated that the remaining portion of phase #2 and phase #3 will begin development, with each Future Phase to be subsequently developed corresponding to the Service and Assessment Plan to be updated with that development.

The Actual Costs for Phases #2-3 Major Improvements plus costs related to the issuance of the Phases #2-3 Major Improvement Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $3,460,000 as shown in Table IV-A. The Actual Costs for Phase #1 Projects plus costs related to the issuance of the Phase #1 Bonds and payment of expenses incurred in the establishment, administration and operation of the PID is $8,959,757 as shown in Table IV-B.

The Budgeted Costs for Improvement Area #2 Improvements and payment of expenses incurred in the establishment, administration and operation of the PID is $6,320,698 as shown in Table IV-C. 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."

As Future Phases are developed in connection with the issuance of Phased PID Bonds or entering into a related reimbursement agreement, this Service and Assessment Plan will be amended (e.g. Table IV-D will be added for the next phase of development, etc.).

The Phases #2-3 Major Improvement Bonds shown in Table IV-A were issued in 2021 and financed a portion of the costs of Phases #2-3 Major Improvements.

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Table IV-A
Estimated Sources and Uses – Phases #2-3 Major Improvement Area

Sources of Funds	Phases #2-3 Major Improvement Bonds
Par amount	$3,460,000
Other funding sources	$0
Total Sources	**$3,460,000**
Uses of Funds	
Major Improvements	
Road Improvements	$393,223
Water Improvements	$201,785
Sanitary Sewer Improvements	$195,838
Storm Drainage Improvements	$322,314
Landscaping & Retaining Walls	$716,690
Other Soft and Miscellaneous Costs	$749,852
Subtotal	*$2,579,702*
Bond Issuance Costs	
Cost of Issuance	$206,440
Capitalized interest	$287,708
Reserve Fund	$247,350
Administrative Expense	$35,000
Underwriter's Discount	$103,800
Subtotal	*$880,298*
Total Uses	**$3,460,000**

The Phase #1 Bonds were issued in 2021 and were used to finance a portion of the costs of the Phase #1 Projects.

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Table IV-B
Estimated Sources and Uses – Phase #1

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount	$4,465,000	$4,494,757	$8,959,757
Other funding sources	$0	$0	$0
Total Sources	**$4,465,000**	**$4,494,757**	**$8,959,757**
Uses of Funds			
Major Improvements			
Road Improvements	$94,262	$122,515	$216,777
Water Improvements	$48,371	$62,869	$111,240
Wastewater Improvements	$46,945	$61,017	$107,962
Storm Drainage Improvements	$77,264	$100,422	$177,686
Landscaping & Retaining Walls	$171,801	$223,297	$395,098
Other Soft and Miscellaneous Costs	$179,751	$233,629	$413,380
Subtotal	*$618,394*	*$803,750*	*$1,422,144*
Phase #1 Improvements			
Roadway Improvements	$899,480	$1,169,088	$2,068,568
Water Improvements	$238,942	$310,563	$549,505
Wastewater Improvements	$347,505	$451,665	$799,169
Storm Drainage Improvements	$338,863	$440,434	$779,297
Other Soft and Miscellaneous Costs	$1,015,018	$1,319,257	$2,334,275
Subtotal	*$2,839,808*	*$3,691,007*	*$6,530,815*
Bond Issuance Costs			
Cost of Issuance	$258,065	$0	$258,065
Capitalized interest	$296,721	$0	$296,721
Reserve Fund	$283,063	$0	$283,063
Administrative Expense	$35,000	$0	$35,000
Underwriter's Discount	$133,950	$0	$133,950
Subtotal	*$1,006,798*	*$0*	*$1,006,798*
Total Uses	**$4,465,000**	**$4,494,757**	**$8,959,757**

The bonds secured by the Improvement Area #2 Assessment Revenues are anticipated to be issued in 2025 and will be used to finance a portion of the costs of the Improvement Area #2 Improvements. Before the sale of such bonds, the obligations related to the Improvement Area #2 Improvements will be secured under the Improvement Area #2 Reimbursement Agreement.

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Table IV-C
Estimated Sources and Uses – Improvement Area #2

Sources of Funds	Improvement Area #2 Total
Par amount	$4,205,000
Other funding sources	$2,115,698
Total Sources	**$6,320,698**
Uses of Funds	
Road Improvements	$1,690,229
Water Improvements	$864,230
Sanitary Sewer Improvements	$864,090
Storm Drainage Improvements	$790,000
Soft and miscellaneous costs	$2,077,149
Subtotal	*$6,285,698*
First Year Administrative Expense	$35,000
Total Uses	**$6,320,698**

As Future Phases are developed, additional Phased PID Bonds may be issued to finance the Authorized Improvements required for each new phase. Phased PID Bonds may also be issued in one or more series of Bonds.

B. PROJECTED FIVE-YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness is shown by Table IV-D and Table IV-E. The annual projected costs and indebtedness is subject to revision and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-D
Annual Projected Costs and Annual Projected Indebtedness – Phases #2-3 and Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Phases #2-3 Major Improvement Annual Installments	Projected Phase #1 Annual Installments
2021-24	$12,419,756	$12,419,757	$0	$704,744	$1,891,174
2025	$0	$0	$0	$300,710	$615,179
2026	$0	$0	$0	$297,793	$612,439
2027	$0	$0	$0	$299,891	$615,532
2028	$0	$0	$0	$301,741	$616,699
2029	$0	$0	$0	$298,346	$618,487
2030	$0	$0	$0	$299,966	$614,849
Total	**$12,419,756**	**$12,419,757**	**$0**	**$1,005,454**	**$2,506,353**

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Major Improvements shown in Table III-A, the Phase #1 Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Table IV-E
Annual Projected Costs and Annual Projected Indebtedness – Improvement Area #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Sources other than PID Bonds	Projected Improvement Area #2 Annual Installments
2024	$4,740,523	$0	$0	$0
2025	$1,580,174	$4,205,000	$2,115,698	$365,012
2026	$0	$0	$0	$363,910
2027	$0	$0	$0	$363,692
2028	$0	$0	$0	$364,296
2029	$0	$0	$0	$363,656
2030	$0	$0	$0	$363,838
Total	**$6,320,698**	**$4,205,000**	**$2,115,698**	**$2,184,404**

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Improvement Area #2 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.

As Future Phases are developed, in association with issuing Phased PID Bonds or entering into a related reimbursement agreement, for each Future Phase, this Table IV-E will be updated to identify the Authorized Improvements to be financed by each new series of the Phased PID Bonds and the projected indebtedness resulting from each additional series of the Phased PID Bonds.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix H and may be updated in an Annual Service Plan Update.

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V. SERVICE PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds and the Phases #2-3 Major Improvement Bonds issued in 2021, and the obligation under the Improvement Area #2 Reimbursement Agreement anticipated to be created in 2025, subsequent financings may be issued over the upcoming decade as the subsequent phases (Phase #2 and Phase #3) of the development are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements, if necessary, can be reimbursed by a subsequent parity lien bond financing, secured by the same special assessments, once the assessed property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

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For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-3 Major Improvements, Phase #1 Projects, and Improvement Area #2 Improvements were allocated as described on the following page:

1. The costs of the Major Improvements and portion of the Phase #1 Improvements shall be allocated on the basis of the relative value of Parcels once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to the Phases #2-3 Assessed Property and the Phase #1 Assessed Property based on the ratio of total estimated number of units for the Phases #2-3 Assessed Property and the Phase #1 Assessed Property.

3. The Phases #2-3 Assessed Property's proportional share of the costs for the Major Improvements is allocated to each Parcel within the Phases #2-3 Assessed Property based on the total estimated number of units for each Parcel.

4. The Phase #1 Projects costs are allocated to each Parcel within the Phase #1 Assessed Property based on the total estimated number of units for each Parcel.

5. The Improvement Area #2 Improvements costs are allocated to each Parcel within the Improvement Area #2 Assessed Property based on the total estimated number of units for each Parcel.

Table V-A and Table V-B provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements.

At this time it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Major Improvements, Phase #1 Improvements, and Improvement Area #2 Improvements, as applicable.

In connection with the issuance of Phased PID Bonds and/or execution of related reimbursement agreements, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements, Phase #1

Improvements, and Improvement Area #2 Improvements, 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 Phases #2-3 Assessed Property, and to be levied on the Improvement Area #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Major Improvements, Phase #1 Improvements, and Improvement Area #2 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the 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 or entering into a reimbursement agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A, Table IV-B, and Table IV-C 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 special assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the estimated Major Improvement costs must be allocated throughout all Assessed Property in the District. Table V summarizes the allocation of Actual Costs for each type of Major Improvement. The costs shown in Table V 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 301 residential units. Phases #2-3 are projected to contain 546 residential units, resulting in a total projected number of units in the PID of 847. As a result, 35.54% of the Actual Costs of Major Improvements (i.e. 301 ÷ 847 = 35.54%) are allocated to the Phase #1 Assessed Property and 64.46% of the Actual Costs Major Improvements (i.e., 546 ÷ 847 = 64.46%) are allocated to the Phases #2-3 Assessed Property. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3 and the Phase #1 Bonds and Phase #1 Reimbursement Agreement will fund Phase #1's proportionate share of the Actual Costs of the Major Improvements and the Phase #1 Improvements. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property. 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	Estimated Costs
Road Improvements	$610,000
Water Improvements	$313,025
Sanitary Sewer Improvements	$303,800
Storm Drainage Improvements	$500,000
Landscaping & Retaining Walls	$1,111,788
Other Soft and Miscellaneous Costs	$1,163,232
Total Major Improvements	**$4,001,846**
Phase #1	
Projected total number of units	301
% of total units	35.54%
Proportionate Share of Costs	$1,422,144
Phases #2-3	
Projected total number of units	546
% of total units	64.46%
Proportionate Share of Costs	$2,579,702

Improvement Area #2 is projected to contain 158 residential units. Future Phases are projected to contain 388 residential units, resulting in a total projected number of units in the Phases #2-3 Major Improvement Area of 546. As a result, 28.94% of the Actual Costs of Major Improvements (i.e. 158 ÷ 546 = 28.94%) are allocated to Improvement Area #2 Assessed Property and 71.06% of the Actual Costs Major Improvements (i.e., 388 ÷ 546 = 71.06%) are allocated to the Phases #2-3 Assessed Property, excluding Improvement Area #2 Assessed Property, as shown on Table V-B. The Phases #2-3 Major Improvement Bonds will fund the proportionate share of the Actual Costs of the Major Improvements allocated to Phases #2-3, including the portion in Improvement Area #2.

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Table V-B
Allocation of Phases #2-3 Major Improvements

Authorized Improvement	Estimated Costs
Road Improvements	$393,223
Water Improvements	$201,785
Sanitary Sewer Improvements	$195,838
Storm Drainage Improvements	$322,314
Landscaping & Retaining Walls	$716,690
Other Soft and Miscellaneous Costs	$749,852
Total Major Improvements	**$2,579,702**
Improvement Area #2	
Projected total number of units	158
% of total units	28.94%
Proportionate Share of Costs	$746,507
Future Improvement Areas	
Projected total number of units	388
% of total units	71.06%
Proportionate Share of Costs	$1,833,195

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Major Improvements for Phases #2-3

For purpose of this Service and Assessment Plan, the City Council has determined that the portion of the Major Improvement costs to be allocated to Phases #2-3 shall be allocated to the Phases #2-3 Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of units anticipated to be developed on each Parcel.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for Phase #1

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds and Phase #1 Reimbursement Agreement, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Phase #1.

Based on the estimates of the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for Improvement Area #2

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Improvement Area #2 to be financed under the Improvement Area #2 Reimbursement Agreement, shall be allocated to the Improvement Area #2 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of units anticipated to be developed on each Parcel within Improvement Area #2.

Based on the estimates of the costs of the Improvement Area #2 Improvements, as set forth in Table III-C, the City Council has determined that the benefit to Improvement Area #2 Assessed Property of the Improvement Area #2 Improvements is at least equal to the Assessments to be levied on the Improvement Area #2 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated number of units of each newly created Parcel. For residential Lots,

when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated number of units at the time residential Lots are platted to the total estimated number of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Improvement Area #2 is shown on the Improvement Area #2 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.

4. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase are to be issued, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, the Phase #1 Reimbursement Agreement, and Improvement Area #2 Reimbursement Agreement were or will be levied on each Parcel or Lot according to the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, and Improvement Area #2 Assessment Roll, as applicable. The Annual Installments for the Phases #2-3 Major Improvement Bonds, the Phase #1 Bonds, the Phase #1 Reimbursement Agreement, and Improvement Area #2 Reimbursement Agreement will be collected on the dates and in the amounts shown on the Phases #2-3 Major Improvement Assessment Roll, the Phase #1 Assessment Roll, and Improvement Area #2 Assessment Roll, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix D 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.

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G. Additional Interest Reserve

Pursuant to the PID Act, the interest rate for Assessments securing 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 "Additional Interest"). The interest rate used to determine the Assessments 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"). The Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. Additional Interest will not be collected as a part of any Annual Installment related to an Assessment which does not secure a series of bonds.

H. TIRZ Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 47% of the City's increments generated from each Parcel to offset a portion of such Parcel's Assessments (the "TIRZ Annual Credit Amount"). The Annual Installment for each Parcel shall be calculated by taking into consideration any TIRZ Annual Credit Amount applicable to the Parcel then on deposit in the TIRZ No. 12 tax increment fund. The TIRZ Annual Credit Amount applicable to each Parcel shall be calculated as described under Section VI of this Service and Assessment Plan.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-3

The Assessment and Annual Installments for each Assessed Property located within Phases #2-3 are shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix E, 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 Phases #2-3 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phases #2-3 Major Improvement 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 shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix F, 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 Phase #1 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds and Phase #1 Reimbursement Agreement, (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 shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2021 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in

2022). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

C. Amount of Assessments and Annual Installments for Parcels Located Within Improvement Area #2

The Assessment and Annual Installments for each Assessed Property located within Improvement Area #2 is shown on the Improvement Area #2 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 Improvement Area #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Improvement Area #2 Reimbursement Agreement Obligation and (ii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest and TIRZ Annual Credit Amount applicable to the Parcel. The TIRZ Annual Credit Amount shall be calculated separately for each Parcel and such TIRZ Annual Credit Amount shall be applied on a Parcel-by-Parcel basis. As described in Section V.H., the TIRZ Revenues attributable to each Parcel of Assessed Property collected in any given year shall be used to calculate each Parcel's TIRZ Annual Credit Amount for such Parcel in the following year (i.e., TIRZ Revenues collected in 2025 shall be used to calculate the TIRZ Annual Credit Amount applicable to Annual Installments to be collected in 2026). TIRZ Annual Credit Amounts shall be calculated for those Parcels that are subject to Assessments in the PID. The number of units to be used for the calculation of the TIRZ Annual Credit Amount, if applicable, shall be determined by the Administrator based on the information available to the Administrator at the time of such calculations.

D. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an Appendix will be added as the Assessment Roll for phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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E. 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 units to be built on each new subdivided Parcel
D = the sum of the estimated number of units to be built on all of the new subdivided Parcels

The calculation of the estimated number of units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

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.

F. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit, the Phases #2-3 Major Improvement Maximum Assessment per Unit, or Improvement Area #2 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, the Phases #2-3 Major Improvement Maximum Assessment per Unit, or Improvement Area #2 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds, resulting in excess Bond proceeds being available to redeem Bonds of such series, then the Assessment securing such series of Bonds 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 actual reduced Actual Costs and such excess Bond proceeds shall applied to redeem Bonds of such series. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds, 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, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. 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 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, including interest on the Bonds 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 is equal to the outstanding principal amount of the Bonds.

H. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, 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.

Each Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Bonds and/or related reimbursement agreement. The Phases #2-3 Major Improvement Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phases #2-3 based on an interest rate of 4.750% for years 2021 through 2031, 5.250% for years 2032 through 2041, and 5.50% for years 2042 through 2050, and additional interest at the rate of 0.5% for the Additional Interest Reserve. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #1 based on an interest rate of 3.250% for years 2021 through 2026, 3.750% for years 2027 through 2031, 4.250% for years 2032 through 2041, and

4.50% for years 2042 through 2050 for the Phase #1 Bonds and 4.57% for the Phase #1 Reimbursement Agreement based on the Bond Buyer index for December 24, 2020, and an additional interest at the rate of 0.5% for the Additional Interest Reserve.

The Improvement Area #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Improvement Area #2 based on an estimated interest rate of 6.445% Improvement Area #2 for the Improvement Area #2 Reimbursement Agreement based on the Bond Buyer index. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll, shown as Appendix G.

The Annual Installments shall be reduced to equal the actual costs of repaying the Bonds and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds 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.

I. 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 and any applicable TIRZ Credits. 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.

Improvement Area #2

The collection of the first Annual Installment for an Improvement Area #2 Lot or Parcel shall commence upon the earlier of: (i) September 1, 2025, or (ii) with tax bills sent the first October after issuance of a series of Bonds, secured by the Improvement Area #2 Assessment Revenues.

J. SURPLUS FUNDS REMAINING IN THE PHASES #2-3 MAJOR IMPROVEMENT BOND ACCOUNT

If proceeds from the Phases #2-3 Major Improvement Bonds still remain after all of the Phases #2-3 Major Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

K. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds and Phase #1 Reimbursement Agreement remain after all of the Phase #1 Projects, are constructed and accepted by the City, the proceeds may be utilized in accordance with Section VI.F of this SAP.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

The City Council has evaluated each Parcel within Phases #2-3 (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 Phases #2-3.

The Phases #2-3 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phases #2-3 Major Improvements. Table VII-A summarizes the $3,460,000 in special benefit received by the Phases #2-3 Assessed Property from the Phases #2-3 Major Improvements, a portion of the costs of the PID formation, and the Phases #2-3 Major Improvement Bond issuance costs. The par amount of the Phases #2-3 Major Improvement Bonds is $3,460,000, which is equal to the benefit received by the Phases #2-3 Major Improvement Assessed Property. Accordingly, the total Assessment to be applied to all the Phases #2-3 Assessed Property is $3,460,000 plus annual Administrative Expenses. The Assessment for each Phases #2-3 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phases #2-3 Major Improvement Assessment Roll is attached hereto as Appendix E.

Table VII-A
Phases #2-3 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Phases #2-3 Major Improvement Bonds	
Total Authorized Improvements[1]	*$2,579,702*
PID Formation/Bond Costs of Issuance	
Cost of Issuance	$206,440
Capitalized interest	$287,708
Reserve Fund	$247,350
Administrative Expense	$35,000
Underwriter's Discount	$103,800
PID Formation/Bond Cost of Issuance	*$880,298*
Total Special Benefit	**$3,460,000**
Special Benefit	
Total Special Benefit	$3,460,000
Projected Special Assessment	$3,460,000
Excess Benefit	**$0**

[1]See Table III-A for details.

B. 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 has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-B summarizes the $8,959,757 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement is $8,959,757, which is equal to the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $8,959,757 plus annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll is attached hereto as Appendix F.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Phase #1 Bonds	
Phase #1 Reimbursement Agreement	
Total Authorized Improvements[1]	*$7,952,958*
PID Formation/Bond Costs of Issuance	
Reserve Fund	$258,065
Capitalized Interest	$296,721
Underwriter's Discount/Underwriter's Counsel	$283,063
Cost of Issuance	$35,000
Underwriter's Discount	$133,950
PID Formation/Bond Cost of Issuance	*$1,006,798*
Total Special Benefit	**$8,959,757**
Special Benefit	
Total Special Benefit	$8,959,757
Projected Special Assessment	$8,959,757
Excess Benefit	**$0**

[1]See Table III-B for details.

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C. 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 Improvements. Table VII-C summarizes the $6,320,698 in special benefit received by the Improvement Area #2 Assessed Property from the Improvement Area #2 Improvements. The amount of the obligation under the Improvement Area #2 Reimbursement Agreement is $4,205,000, which is less than the benefit received by the Improvement Area #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Improvement Area #2 Assessed Property is $4,205,000 plus annual Administrative Expenses. The Assessment for each Improvement Area #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Improvement Area #2 Assessment Roll is attached hereto as Appendix G.

Table VII-C
Improvement Area #2 Special Benefit Summary

Special Benefit	Total Cost
Improvement Area #2 Improvements	$6,285,698
Total Authorized Improvements[1]	*$6,285,698*
First Year Administrative Expense	*$35,000*
Total Special Benefit	**$6,320,698**
Special Benefit	
Total Special Benefit	$6,320,698
Projected Special Assessment	$4,205,000
Excess Benefit	**$2,115,698**

[1]See Table III-C for details.

D. Future Phase Assessment Roll

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phase (e.g. an appendix will be added as the Assessment Roll for Future Phase).

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E. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-3 Major Improvement Assessment Roll, 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.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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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 Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, Collection Costs, and other charges imposed by the Service and Assessment Plan.

D. Administration and Interpretation of Provisions

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act, and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

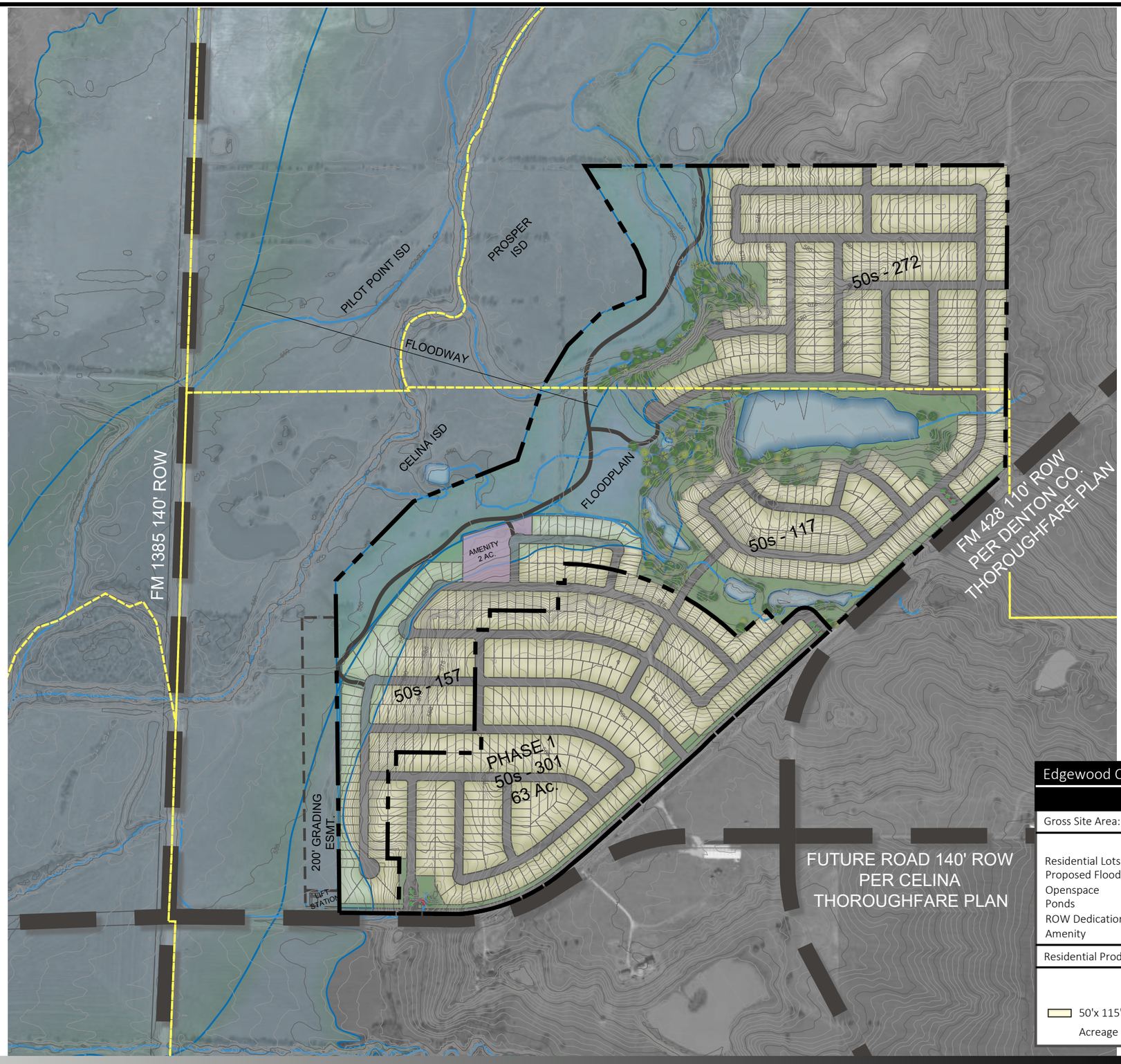
E. Severability

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



Edgewood Creek Concept Plan 19

DATA TABLE

Gross Site Area:		247 +/-
	Acres	Gross %
Residential Lots	165	67%
Proposed Floodplain	45	18%
Openspace	24	10%
Ponds	9	3%
ROW Dedication	2	1%
Amenity	2	1%

Residential Product Type:

	PHASE 1	FUTURE PHASE	TOTAL
50'x 115' Lot	301	546	847
Acreage	63	184	247

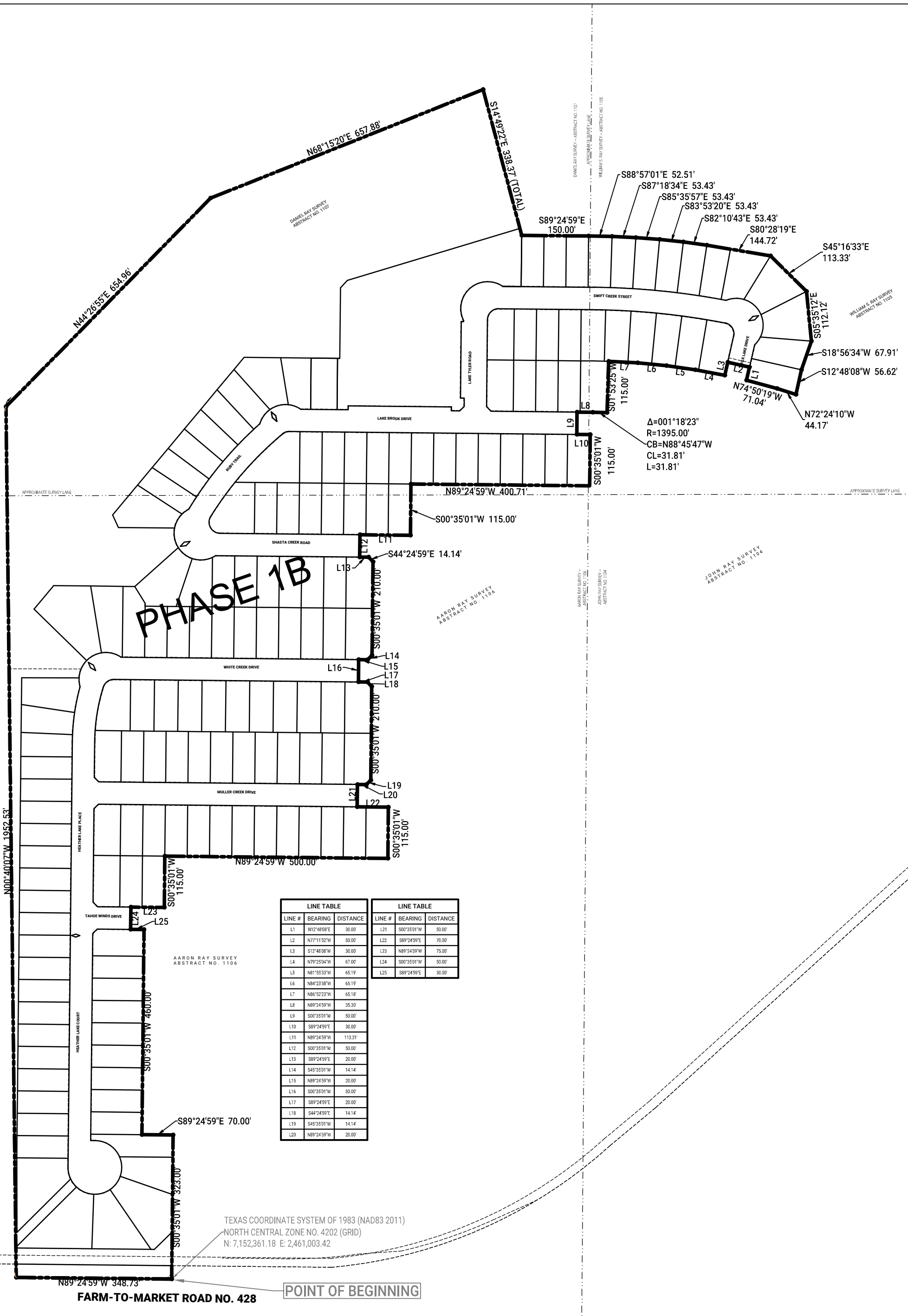
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

EDGEWOOD CREEK DEVELOPMENT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=600'

CENTURION AMERICAN

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LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N12°48'08"E	30.00'
L2	N77°11'52"W	50.00'
L3	S12°48'08"W	30.00'
L4	N79°25'04"W	67.00'
L5	N81°55'33"W	65.19'
L6	N84°23'58"W	65.19'
L7	N86°52'23"W	65.18'
L8	N89°24'59"W	35.30'
L9	S00°35'01"W	50.00'
L10	S89°24'59"E	30.00'
L11	N89°24'59"W	113.31'
L12	S00°35'01"W	50.00'
L13	S89°24'59"E	20.00'
L14	S45°35'01"W	14.14'
L15	N89°24'59"W	20.00'
L16	S00°35'01"W	50.00'
L17	S89°24'59"E	20.00'
L18	S44°24'59"E	14.14'
L19	S45°35'01"W	14.14'
L20	N89°24'59"W	20.00'

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	S00°35'01"W	50.00'
L22	S89°24'59"E	70.00'
L23	N89°24'59"W	75.00'
L24	S00°35'01"W	50.00'
L25	S89°24'59"E	30.00'

BARRAZA CONSULTING GROUP, LLC

PHASE 1B - 44.251 ACRES
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: NTS
DATE: OCTOBER 2024

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APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME:	**Edgewood Creek**
PHASES:	Full Development
CITY OR TOWN:	Celina ETJ, Denton County

GROSS ACREAGE:	246.5
NET ACREAGE:	182.5
TOTAL LOTS:	**847**
TOTAL DENSITY:	4.64
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	09/25/20
REVISED:	**11/13/20**

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

Direct Phase Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 2,121,840	$	932,649	$	1,189,191
2	Grading Site Preparation	$ 535,089	$	105,349	$	429,740
3	Water	$ 1,918,798	$	549,505	$	1,369,293
4	Sanitary Sewer	$ 2,375,579	$	799,169	$	1,576,410
5	Storm Drain	$ 2,287,485	$	779,297	$	1,508,188
6	Street Improvements	$ 6,523,050	$	1,959,568	$	4,563,482
7	Screening/Landscape/Ret Walls	$ -	$	-	$	-
8	Dry Utilities	$ 109,000	$	109,000	$	-
9	MSUD Water & Sewer - Escrow	$ -	$	-	$	-
10	Contingency 5%	$ 777,664	$	256,277	$	521,387
11	District Formation Costs	$ -	$	-	$	-
12	FM 428 Improvements	$ -	$	-	$	-
13	ROW Acquisition	$ 3,040,000	$	1,040,000	$	2,000,000
		$ 19,688,506	$	6,530,815	$	13,157,691

Major Improvements Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 1,038,809	$	422,192	$	616,617
2	Grading Site Preparation	$ -	$	-		
3	Water	$ 906,449	$	313,025	$	593,424
4	Sanitary Sewer	$ 818,135	$	303,800	$	514,335
5	Storm Drain	$ 500,000	$	500,000	$	-
6	Street Improvements	$ 610,000	$	610,000	$	-
7	Screening/Landscape/Ret Walls/ Trail	$ 2,119,188	$	1,111,788	$	1,007,400
8	Dry Utilities	$ -	$	-	$	-
9	MSUD Water & Sewer - Escrow	$ -	$	-	$	-
10	Contingency 5%	$ 375,229	$	163,040	$	212,189
11	District Formation Costs	$ 578,000	$	578,000	$	-
12	FM 428 Improvements	$ 1,887,000			$	1,887,000
13	ROW Acquisition					
		$ 8,832,811	$	4,001,846	$	4,830,965

Private Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 445,013	$	15,165	$	429,848
2	Grading Site Preparation	$ 4,085,714	$	1,257,553	$	2,828,161
3	Water	$ -	$	-	$	-
4	Sanitary Sewer	$ -	$	-	$	-
5	Storm Drain	$ -	$	-	$	-
6	Street Improvements	$ -	$	-	$	-
7	Screening/Landscape/Ret Walls	$ 2,820,814	$	1,001,800	$	1,819,014
8	Dry Utilities	$ 1,119,794	$	421,400	$	698,394
9	MSUD Water & Sewer - Escrow	$ 1,600,000	$	1,600,000	$	-
10	Contingency 5%	$ 484,817	$	214,796	$	270,021
11	District Formation Costs	$ -	$	-	$	-
12	FM 428 Improvements	$ -	$	-		
13	City Assessment Fee	$ 250,000	$	250,000	$	-
14	Amenity Center Improvements	$ 1,500,000	$	1,500,000	$	-
15	Rollback Taxes	$ 140,400	$	140,400	$	-
		$ 12,446,551	$	6,401,113	$	6,045,438

TOTALS	***$ 40,967,867***	***$ 16,933,773***	***$ 24,034,094***
per lot	***$ 48,368***	***$ 56,258***	***$ 44,018***
50' Lots	847	301	546
Total Lots	***847***	***301***	***546***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

COMMUNITY NAME:	**Edgewood Creek**	**GROSS ACREAGE:**	246.0
PHASES:	Phase 1B	**NET ACREAGE:**	45.0
CITY OR TOWN:	Celina ETJ, Denton County	**TOTAL LOTS:**	**158**
		TOTAL DENSITY:	3.51
		LANDPLAN:	21
		CREATED BY:	
		REVIEWED BY:	**RAV**
		CREATED:	01/05/23
		REVISED:	**10/03/24**

BARRAZA CONSULTING GROUP, LLC
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Direct Phase Costs			**TOTAL LOTS**	**158**
1	Site Preparation			
2	Water		$	864,230
3	Sanitary Sewer		$	864,090
4	Storm Drain		$	790,000
5	Street Improvements		$	1,690,229
6	Soft Costs		$	1,777,830
7	Contingency	5%	$	299,319
		Total	$	6,285,697
		Cost per Lot	$	39,783

Private Costs			**TOTALS LOTS**	**158**
		Lot Count		
1	Site Preparation		$	2,097,330
2	Water		$	-
3	Sanitary Sewer		$	-
4	Storm Drain		$	-
5	Street Improvements		$	-
6	Screening/Landscape Walls		$	-
7	Ret Walls		$	316,000
8	Franchise Utilities & Street Lights		$	346,000
9	Amenity Center		$	2,000,000
10	Contingency	5%	$	237,966
		Total	$	4,997,296
		Cost per Lot	$	31,628
TOTALS			***$***	***11,282,993***
per lot			***$***	***71,411***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.
BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits
[2] Development cost does not include: Rock Excavation
[3] Professional Fees do not include: SWPPP Administration

COMMUNITY NAME:	Edgewood Creek
PHASES:	Phase 1B
CITY OR TOWN:	Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)
LOT COUNT:	158
TYP. LOT WIDTH:	50
TYP. LOT DEPTH:	115
TYP. PAD WIDTH:	30
TYP. PAD DEPTH:	75
FRONT YARD S/B:	25
REAR YARD S/B:	20
SIDE YARD S/B:	5
CORNER SIDE YARD S/B:	15

GROSS ACREAGE:	246.0
NET ACREAGE:	45.0
TOTAL LOTS:	**158**
TOTAL DENSITY:	3.51
LANDPLAN:	21
CREATED BY:	
REVIEWED BY:	RAV
CREATED:	01/05/23
REVISED:	**10/03/24**

ON-SITE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
GRADING / SITE PREPARATION			$2,097,330	$13,274	$46,607	
-	EROSION CONTROL / SWPPP	$83,993		$532	$1,867	
-	ROUGH GRADE	$0		$0	$0	
-	FINAL GRADE	$0		$0	$0	
WATER SYSTEMS			$864,230	$5,470	$19,205	
SANITARY SEWER			$864,090	$5,469	$19,202	
STORM DRAINS			$790,000	$5,000	$17,556	
-	STORM DRAIN SYSTEM	$790,000		$5,000	$17,556	
STREET IMPROVEMENT			$1,690,229	$10,698	$37,561	
-	PAVING & SIDEWALK	$1,676,729		$10,612	$37,261	Includes 10' meandering trail
-	SIGNAGE & STRIPING	$13,500		$85	$300	
SITE FENCING / RETAINING			$316,000	$2,000	$7,022	
-	RETAINING WALLS	$316,000		$2,000	$7,022	
DRY UTILITIES			$346,000	$2,190	$7,689	
-	GAS & ELECTRIC (NONREFUNDABLE)	$316,000		$2,000	$7,022	
-	STREET LIGHTS	$30,000		$190	$667	
COMMON AREA AMENITIES			$2,000,000	$12,658	$44,444	
-	AMENITY CENTER	$2,000,000		$12,658	$44,444	
SOFT COSTS			$1,777,830	$11,252	$39,507	

TOTAL CONSTRUCTION COSTS			$10,745,707	$68,011	$238,793	
	CONTINGENCIES	5%	$537,285	$3,401	$11,940	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			$11,282,993	$71,411	$250,733	

COMMUNITY NAME:	**Edgewood Creek**
PHASES:	Phase 1B
CITY OR TOWN:	Celina ETJ, Denton County

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)
LOT COUNT:	158
TYP. LOT WIDTH:	50
TYP. LOT DEPTH:	115
TYP. PAD WIDTH:	30
TYP. PAD DEPTH:	75
FRONT YARD S/B:	25
REAR YARD S/B:	20
SIDE YARD S/B:	5
CORNER SIDE YARD S/B:	15

GROSS ACREAGE:	246.0
NET ACREAGE:	45.0
TOTAL LOTS:	**158**
TOTAL DENSITY:	3.51
LANDPLAN:	21
CREATED BY:	
REVIEWED BY:	RAV
CREATED:	01/05/23
REVISED:	**10/03/24**

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC. SHOULD PREPARE THE PROJECT DESIGN AND QUANTITIES TAKE-OFFS BEFORE FINANCIAL OBLIGATIONS ARE MADE.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

COMMUNITY NAME: Edgewood Creek
PHASE: Phase 1B
CITY OR TOWN: Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
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	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	158			GROSS ACREAGE:	246.0
TYP. LOT WIDTH:	50			NET ACREAGE:	45.0
TYP. LOT DEPTH:	115			TOTAL LOTS:	**158**
TYP. PAD WIDTH:	30			TOTAL DENSITY:	3.51
TYP. PAD DEPTH:	75			LANDPLAN:	
FRONT YARD S/B:	25			CREATED BY:	
REAR YARD S/B:	20			REVIEWED BY:	RAV
SIDE YARD S/B:	5			CREATED:	01/05/23
CORNER SIDE YARD S/B:	15			REVISED:	**10/03/24**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION						
	EROSION CONTROL / SWPPP					
	CONSTRUCTION ENTRANCE	EA	1	$ 3,000.00	$ 3,000.00	
	SEED DISTURBED AREAS	AC	20.9	$ 400.00	$ 8,342.52	
	SILT FENCE (WIRE BACK)	LF	12,320	$ 1.50	$ 18,480.00	
	CURLEX EROSION CONTROL MATTING (4 FOOT)	LF	11,050	$ 1.40	$ 15,470.00	
	SWPPP INSPECTIONS	LS	1	$ 15,000.00	$ 15,000.00	
	EROSION MAINTENANCE	LOT	158	$ 150.00	$ 23,700.00	
				EROSION CONTROL SUB-TOTAL	**$ 83,992.52**	
	ROUGH GRADING					
	CLEARING & GRUBBING, (1/4 AREA HEAVILY TREED)	AC		$ 2,250.00	$ -	
	MASS GRADING (EXCAVATION)	CY		3.50	$ -	
	ROUGH LOT GRADING	LOT		$ 250.00	$ -	
	10' MOISTURE CONDITIONING	LOT		$ 3,200.00	$ -	
	MOISTURE CONDITIONING OF STREETS	CY		$ 3.00	$ -	2' behind back of curb
	POLY	LOT		$ 375.00	$ -	
				ROUGH GRADING SUB-TOTAL	**$ -**	
	FINISH GRADING					
	LOT FINISH GRADE	LOT		$ 200.00	$ -	
				FINISH GRADING SUB-TOTAL	**$ -**	
				GRADING / SITE PREPARATION SUB-TOTAL	**$ 2,097,329.50**	**As Bid**
WATER SYSTEMS						
	8" P.V.C. PIPE (DR 18 C900)	LF	5,801	$ 60.00	$ 348,075.00	
	8" GATE VALVE & BOX	EA	25	$ 1,500.00	$ 37,500.00	
	FIRE HYDRANT ASSEMBLY	EA	20	$ 7,000.00	$ 140,000.00	
	1" SINGLE WATER SERVICE (2" SLEEVE)	EA	158	$ 950.00	$ 150,100.00	
	2" FLUSH VALVE	EA	2	$ 3,000.00	$ 6,000.00	
	2" COMBINATION AIR RELEASE/VACUUM VALVE	EA		$ 3,500.00	$ -	
	1" IRRIGATION SERVICE	EA	5	$ 1,500.00	$ 7,500.00	
	2" IRRIGATION SERVICE	EA	1	$ 5,000.00	$ 5,000.00	
	4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	2,000	$ 30.00	$ 60,000.00	
	TRENCH SAFETY	LF	5,801	$ 0.72	$ 4,176.90	

COMMUNITY NAME: Edgewood Creek
PHASE: Phase 1B
CITY OR TOWN: Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	158			GROSS ACREAGE:	246.0
TYP. LOT WIDTH:	50			NET ACREAGE:	45.0
TYP. LOT DEPTH:	115			TOTAL LOTS:	**158**
TYP. PAD WIDTH:	30			TOTAL DENSITY:	3.51
TYP. PAD DEPTH:	75			LANDPLAN:	
FRONT YARD S/B:	25			CREATED BY:	
REAR YARD S/B:	20			REVIEWED BY:	RAV
SIDE YARD S/B:	5			CREATED:	01/05/23
CORNER SIDE YARD S/B:	15			REVISED:	**10/03/24**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
	TESTING (EXCLUDING GEOTECH)	LF	5,801	$ 1.32	$ 7,657.65	
				WATER SUB-TOTAL	**$ 864,229.55**	
SANITARY SEWER SYSTEM						
	8" P.V.C. PIPE (OVER 10' DEEP) SDR 26	LF	6,078	$ 60.00	$ 364,650.00	
	4" SERVICE LINES	EA	158	$ 990.00	$ 156,420.00	
	5' DIAMETER M.H. w/ RAVEN COATING	EA	21	$ 14,000.00	$ 294,000.00	
	CLEANOUT	EA	4	$ 1,050.00	$ 4,200.00	
	WATER CROSSING PER TCEQ REQUIREMENTS	EA	9	$ 1,320.00	$ 11,880.00	
	TRENCH SAFETY	LF	6,078	$ 1.10	$ 6,685.25	
	TESTING (EXCLUDING GEOTECH)	LF	6,078	$ 3.12	$ 18,961.80	
	ADDITIONAL TESTING AFTER DRY UTILITY INSTALL	LF	6,078	$ 1.20	$ 7,293.00	
				SEWER SUB-TOTAL	**$ 864,090.05**	
DRAINAGE SYSTEM						
	STORM DRAIN SYSTEM					
				STORM DRAIN SYSTEM SUB-TOTAL	**$ 790,000.00**	**Assume $5,000/lot**
				DRAINAGE SUB-TOTAL	**$ 790,000.00**	
STREET IMPROVEMENT						
	STREET PAVING					
	7" REINF. CONC. PAVEMENT, 31' B-B	SY	19,031	$ 62.00	$ 1,179,922.00	
	8" LIME SUBGRADE	SY	21,487	$ 5.00	$ 107,435.00	
	HYDRATED LIME MATERIAL (36#SY) DOUBLE APPLICATION	TON	780	$ 225.00	$ 175,500.00	
	CONCRETE CURB & GUTTER	LF		$ 10.00	$ -	
	PAVEMENT HEADER	LF	31	$ 55.00	$ 1,705.00	
	36" ROCK RIP-RAP @ PAVEMENT HEADER	SY	31	$ 110.00	$ 3,410.00	
	GUARDRAIL	LF		$ 30.00	$ -	
	STREET BARRICADE	EA	1	$ 1,600.00	$ 1,600.00	
	CONNECT TO EXISTING PAVEMENT HEADER	EA	6	$ 1,300.00	$ 7,800.00	
	REMOVE EXIST. BARRICADE	EA		$ 500.00	$ -	
	SAWCUT & REM. EXIST PVMNT.	LF		$ 9.00	$ -	
	SAWCUT & REM. CURB & GUT.	LF		$ 9.00	$ -	

COMMUNITY NAME: Edgewood Creek
PHASE: Phase 1B
CITY OR TOWN: Celina ETJ, Denton County

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	158			GROSS ACREAGE:	246.0
TYP. LOT WIDTH:	50			NET ACREAGE:	45.0
TYP. LOT DEPTH:	115			TOTAL LOTS:	**158**
TYP. PAD WIDTH:	30			TOTAL DENSITY:	3.51
TYP. PAD DEPTH:	75			LANDPLAN:	
FRONT YARD S/B:	25			CREATED BY:	
REAR YARD S/B:	20			REVIEWED BY:	RAV
SIDE YARD S/B:	5			CREATED:	01/05/23
CORNER SIDE YARD S/B:	15			REVISED:	**10/03/24**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
	REMOVE TEMP. CONC. PVMNT.	SY		$ 10.00	$ -	
	REMOVE ASPHALT PVMNT.	SY		$ 7.00	$ -	
	GRATED EMERGENCY ENTR.	LS		$ 15,000.00	$ -	
	4" CONC. MEDIAN PVMNT.	SY		$ 25.00	$ -	
	BRICK PAVERS IN STREET	SF		$ 8.00	$ -	
	BRICK PAVERS IN MEDIAN	SF		$ 8.00	$ -	
	4' WIDE CURLEX EROSION CONTROL MATTING	LF		$ 0.60	$ -	
				STREET PAVING SUB-TOTAL	**$ 1,477,372.00**	
	SIDEWALK					
	5' CONCRETE SIDEWALK	LF	278	$ 60.00	$ 16,666.67	
	10' CONCRETE SIDEWALK	LF	1,717	$ 70.00	$ 120,190.00	meandering trail through floodplain
	BARRIER FREE RAMPS	EA	25	$ 2,500.00	$ 62,500.00	
				SIDEWALK SUB-TOTAL	**$ 199,356.67**	
	SIGNAGE & STRIPING					
	STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	9	$ 1,500.00	$ 13,500.00	
				SIGNAGE & STRIPING SUB-TOTAL	**$ 13,500.00**	
				STREET IMPROVEMENT SUB-TOTAL	**$ 1,690,228.67**	
	SITE FENCING/RETAINING WALL IMPROVEMENTS					
	RETAINING WALLS					
				RETAINING WALLS SUB-TOTAL	**$ 316,000.00**	**$2,000 cost per lot**
				SITE FENCING / RETAINING SUB-TOTAL	**$ 316,000.00**	
	DRY UTILITIES					
	ELECTRIC and GAS SERVICES	LOT	158	$ 2,000.00	$ 316,000.00	
	STREET LIGHTS	EA	12	$ 2,500.00	$ 30,000.00	
				DRY UTILITIES SUB-TOTAL	**$ 346,000.00**	
	COMMON AREA AMENITIES					
	AMENITIES					
	AMENITY CENTER	LS	1	$ 2,000,000.00	$ 2,000,000	
				TRAILS / PATHWAYS (FLATWORK) SUB-TOTAL	**$ 2,000,000**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Edgewood Creek	LOT COUNT:	158			GROSS ACREAGE:	246.0
PHASE: Phase 1B	TYP. LOT WIDTH:	50			NET ACREAGE:	45.0
CITY OR TOWN: Celina ETJ, Denton County	TYP. LOT DEPTH:	115			TOTAL LOTS:	**158**
	TYP. PAD WIDTH:	30			TOTAL DENSITY:	3.51
	TYP. PAD DEPTH:	75			LANDPLAN:	
	FRONT YARD S/B:	25			CREATED BY:	
	REAR YARD S/B:	20			REVIEWED BY:	RAV
	SIDE YARD S/B:	5			CREATED:	01/05/23
	CORNER SIDE YARD S/B:	15			REVISED:	**10/03/24**

BARRAZA CONSULTING GROUP, LLC
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	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SOFT COSTS						
	ENGINEERING & SURVEYING	LOT	158	$ 3,000.00	$ 474,000.00	
	CONSTRUCTION ADMINISTRATION	%	1%	$ 6,305,877.77	$ 63,058.78	
	CONSTRUCTION INSPECTION	%	3%	$ 1,654,090.05	$ 49,622.70	
	CONSTRUCTION MANAGEMENT	LOT	158	$ 1,200.00	$ 189,600.00	
	MATERIAL TESTING	%	2%	$ 6,305,877.77	$ 126,117.56	
	CITY FEES - FINAL PLATTING	LOT	158	$ 500 + $12 PER LOT	$ 2,396.00	City of Celina Fees
	CITY FEES - PLAN REVIEW	LOT	158	$ 180.00	$ 28,440.00	City of Celina Fees
	CITY FEES - PLAT FILING FEE	LS	1	$ 150.00	$ 150.00	City of Celina Fees
	CITY FEES - CIVIL PERMIT FEE - PUBLIC	%	3.5%	$ 4,577,558.17	$ 160,214.54	3.5% of Paving and Utilities
	CITY FEES - GRADING PERMIT	LOT	158	$ 1,000 + $20 PER AC	$ 1,900.00	City of Celina Fees
	DEVELOPER ASSESSMENT/BOND ISSUANCE CONSULTING FEE	LS	1	$ 175,000.00	$ 175,000.00	
	TREE MITIGATION	LS	1	$ 370,000.00	$ 370,000.00	
	CLUSTER MAILBOX UNIT	EA	13	$ 2,000.00	$ 26,000.00	
	GEOTECHNICAL INVESTIGATION FEES	LOT	158	$ 135.00	$ 21,330.00	
	HYDROLOGY & HYRDRAULIC STUDY (CLOMR & LOMR)	LS	1	$ 60,000.00	$ 60,000.00	
	LANDSCAPE ARCHITECT FEES	LS	1	$ 10,000.00	$ 10,000.00	
	WETLANDS INVESTIGATION	LS	1	$ 10,000.00	$ 10,000.00	
	TRAFFIC IMPACT ANALYSIS	LS	1	$ 10,000.00	$ 10,000.00	
				SOFT COSTS SUB-TOTAL	**$ 1,777,829.57**	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY. BARRAZA CONSULTING GROUP, LLC.

NOTES

[1] Development cost does not include: City/District/County Fees, Bonds, & Permits

[2] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

[3] Professional Fees do not include: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Flood Studies, Geotechnical, Environmental, Wetlands SWPPP Administration, or Traffic Studies.

COMMUNITY NAME:	**Edgewood Creek**
PHASES:	Full Development
CITY OR TOWN:	Celina ETJ, Denton County

GROSS ACREAGE:	246.5
NET ACREAGE:	182.5
TOTAL LOTS:	**847**
TOTAL DENSITY:	4.64
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	09/25/20
REVISED:	**11/13/20**

BARRAZA CONSULTING GROUP, LLC
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Direct Phase Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 2,121,840	$	932,649	$	1,189,191
2	Grading Site Preparation	$ 535,089	$	105,349	$	429,740
3	Water	$ 1,918,798	$	549,505	$	1,369,293
4	Sanitary Sewer	$ 2,375,579	$	799,169	$	1,576,410
5	Storm Drain	$ 2,287,485	$	779,297	$	1,508,188
6	Street Improvements	$ 6,523,050	$	1,959,568	$	4,563,482
7	Screening/Landscape/Ret Walls	$ -	$	-	$	-
8	Dry Utilities	$ 109,000	$	109,000	$	-
9	MSUD Water & Sewer - Escrow	$ -	$	-	$	-
10	Contingency 5%	$ 777,664	$	256,277	$	521,387
11	District Formation Costs	$ -	$	-	$	-
12	FM 428 Improvements	$ -	$	-	$	-
13	ROW Acquisition	$ 3,040,000	$	1,040,000	$	2,000,000
		$ 19,688,506	$	6,530,815	$	13,157,691

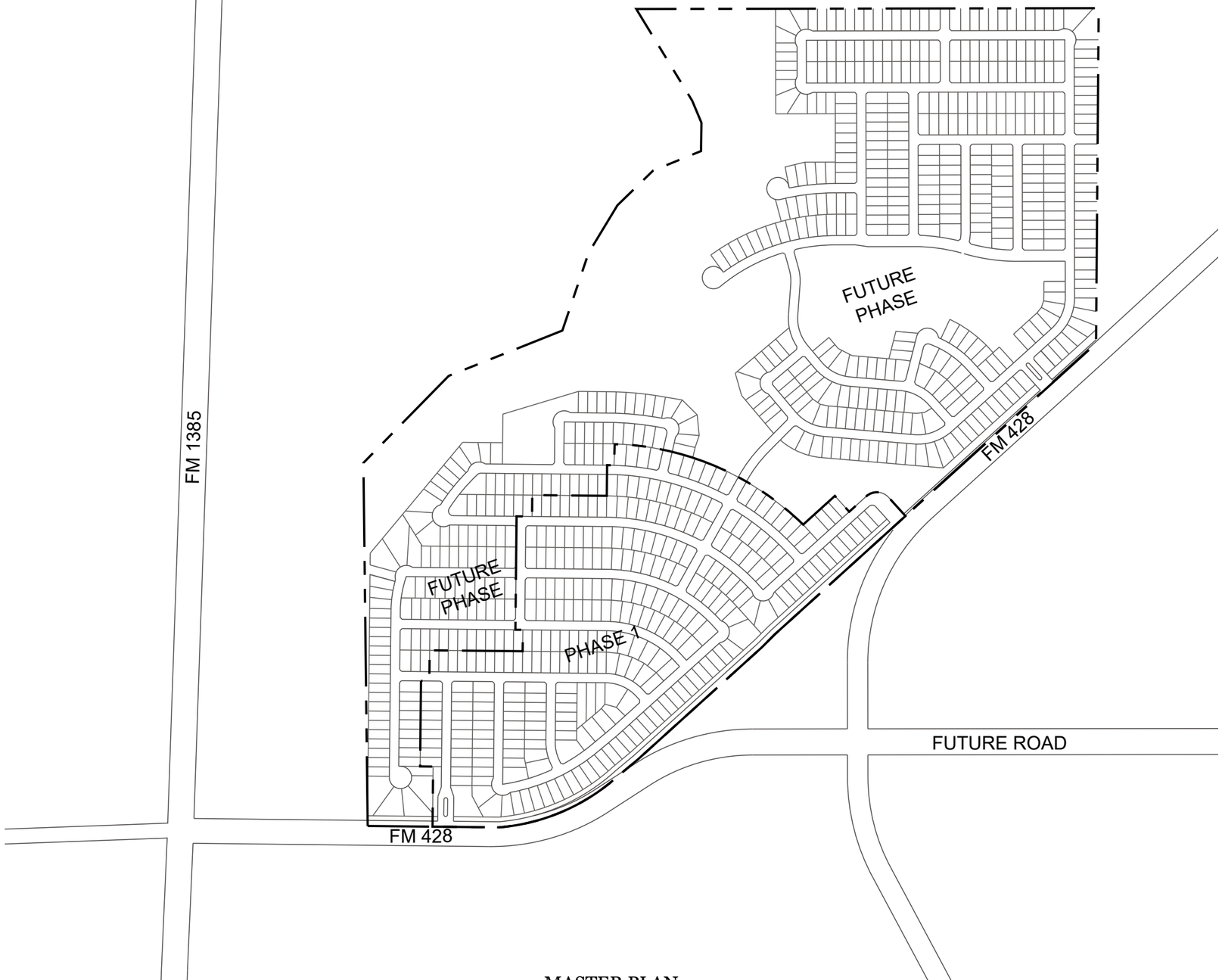
Major Improvements Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 1,038,809	$	422,192	$	616,617
2	Grading Site Preparation	$ -	$	-		
3	Water	$ 906,449	$	313,025	$	593,424
4	Sanitary Sewer	$ 818,135	$	303,800	$	514,335
5	Storm Drain	$ 500,000	$	500,000	$	-
6	Street Improvements	$ 610,000	$	610,000	$	-
7	Screening/Landscape/Ret Walls/ Trail	$ 2,119,188	$	1,111,788	$	1,007,400
8	Dry Utilities	$ -	$	-	$	-
9	MSUD Water & Sewer - Escrow	$ -	$	-	$	-
10	Contingency 5%	$ 375,229	$	163,040	$	212,189
11	District Formation Costs	$ 578,000	$	578,000	$	-
12	FM 428 Improvements	$ 1,887,000			$	1,887,000
13	ROW Acquisition					
		$ 8,832,811	$	4,001,846	$	4,830,965

Private Costs		**TOTALS**		**PHASE 1**		**FUTURE**
1	Engineering	$ 445,013	$	15,165	$	429,848
2	Grading Site Preparation	$ 4,085,714	$	1,257,553	$	2,828,161
3	Water	$ -	$	-	$	-
4	Sanitary Sewer	$ -	$	-	$	-
5	Storm Drain	$ -	$	-	$	-
6	Street Improvements	$ -	$	-	$	-
7	Screening/Landscape/Ret Walls	$ 2,820,814	$	1,001,800	$	1,819,014
8	Dry Utilities	$ 1,119,794	$	421,400	$	698,394
9	MSUD Water & Sewer - Escrow	$ 1,600,000	$	1,600,000	$	-
10	Contingency 5%	$ 484,817	$	214,796	$	270,021
11	District Formation Costs	$ -	$	-	$	-
12	FM 428 Improvements	$ -	$	-		
13	City Assessment Fee	$ 250,000	$	250,000	$	-
14	Amenity Center Improvements	$ 1,500,000	$	1,500,000	$	-
15	Rollback Taxes	$ 140,400	$	140,400	$	-
		$ 12,446,551	$	6,401,113	$	6,045,438

TOTALS	***$ 40,967,867***	***$ 16,933,773***	***$ 24,034,094***
per lot	***$ 48,368***	***$ 56,258***	***$ 44,018***
50' Lots	847	301	546
Total Lots	***847***	***301***	***546***

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT

APPENDIX C
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

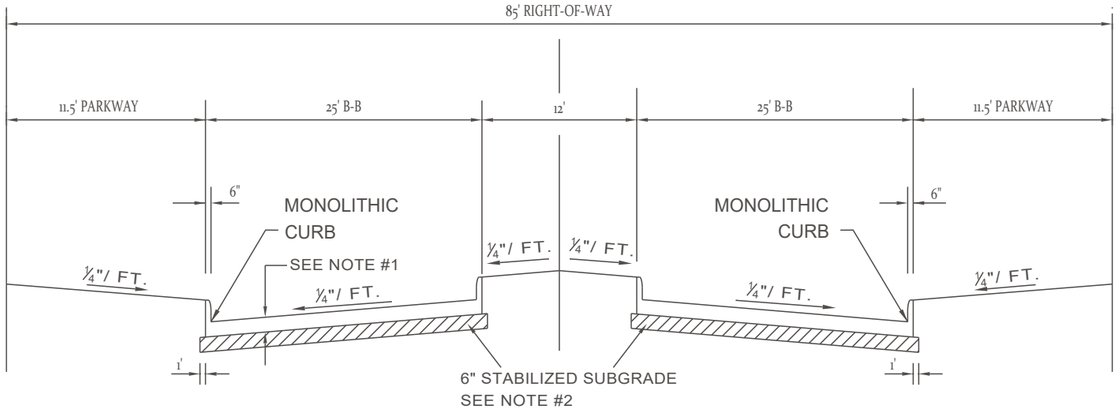


MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING

CENTURION AMERICAN

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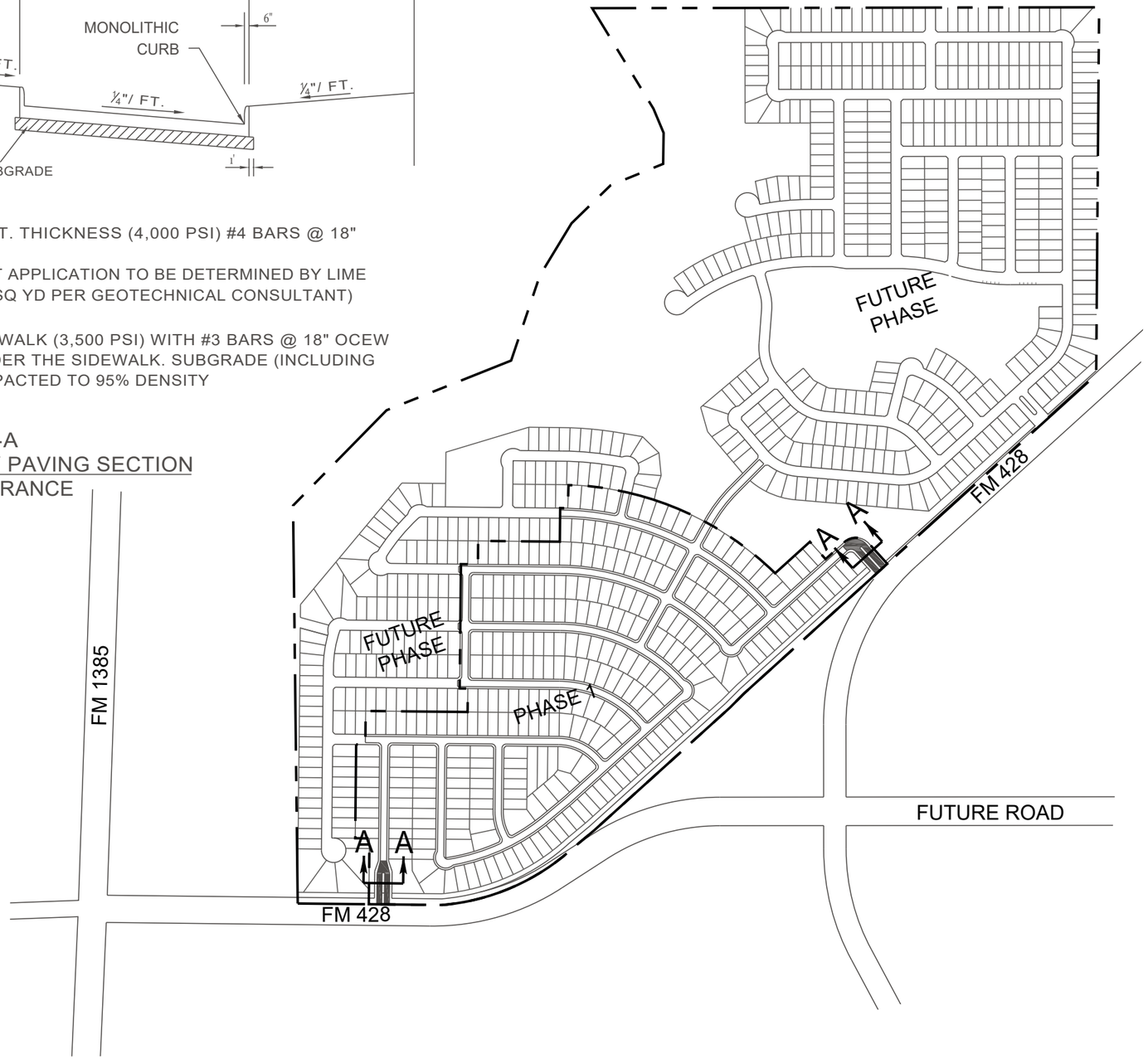


NOTES:

1. 8" REINF. CONC. PVMT. THICKNESS (4,000 PSI) #4 BARS @ 18" OCEW
2. RATE OF LIME/CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
3. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

SECTION A-A
TYPICAL DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE

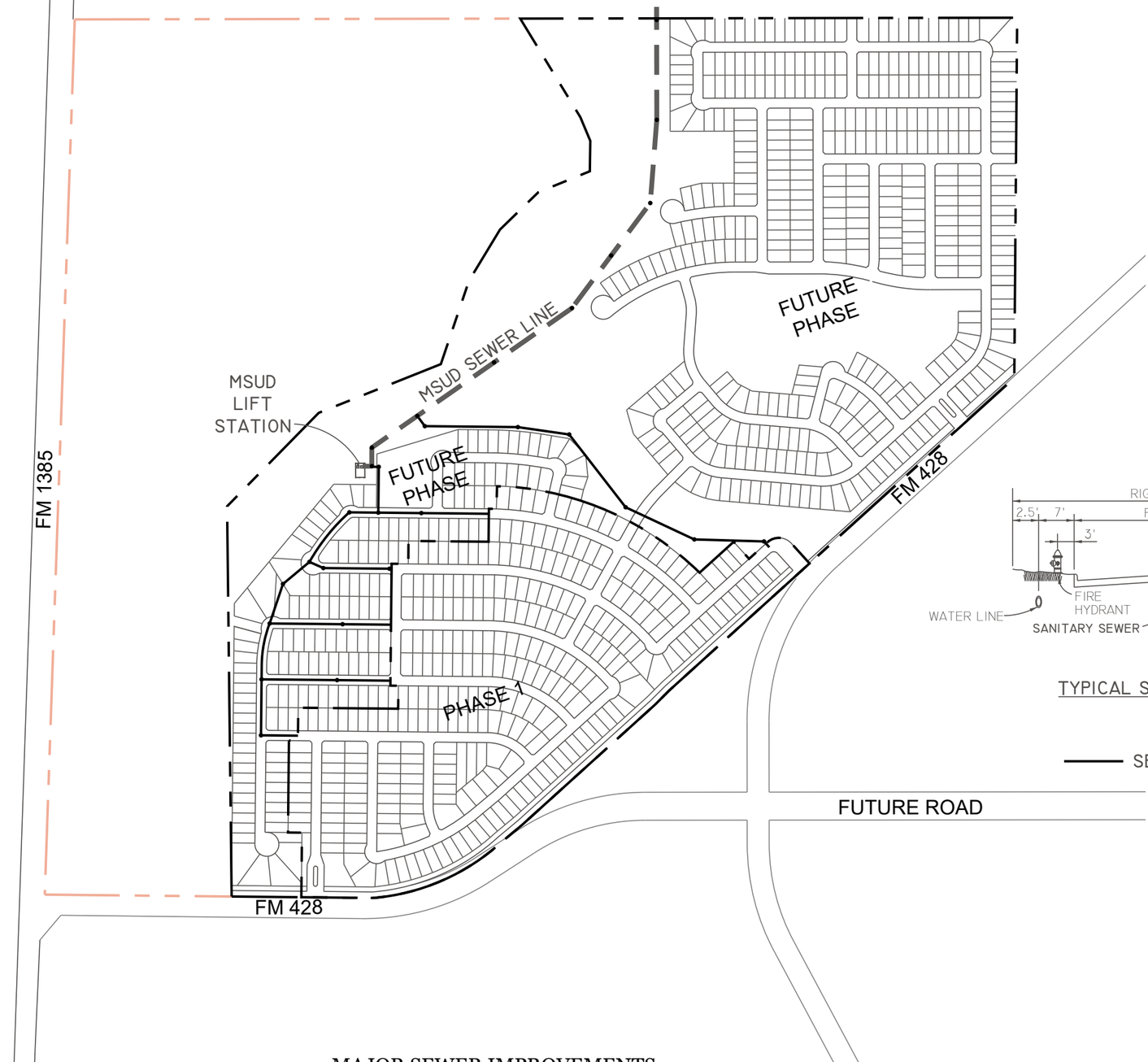
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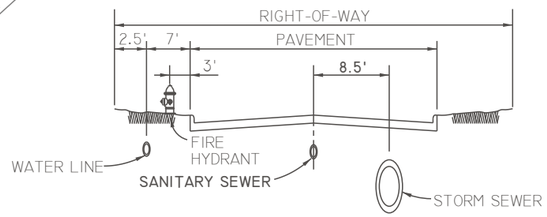


MAJOR ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

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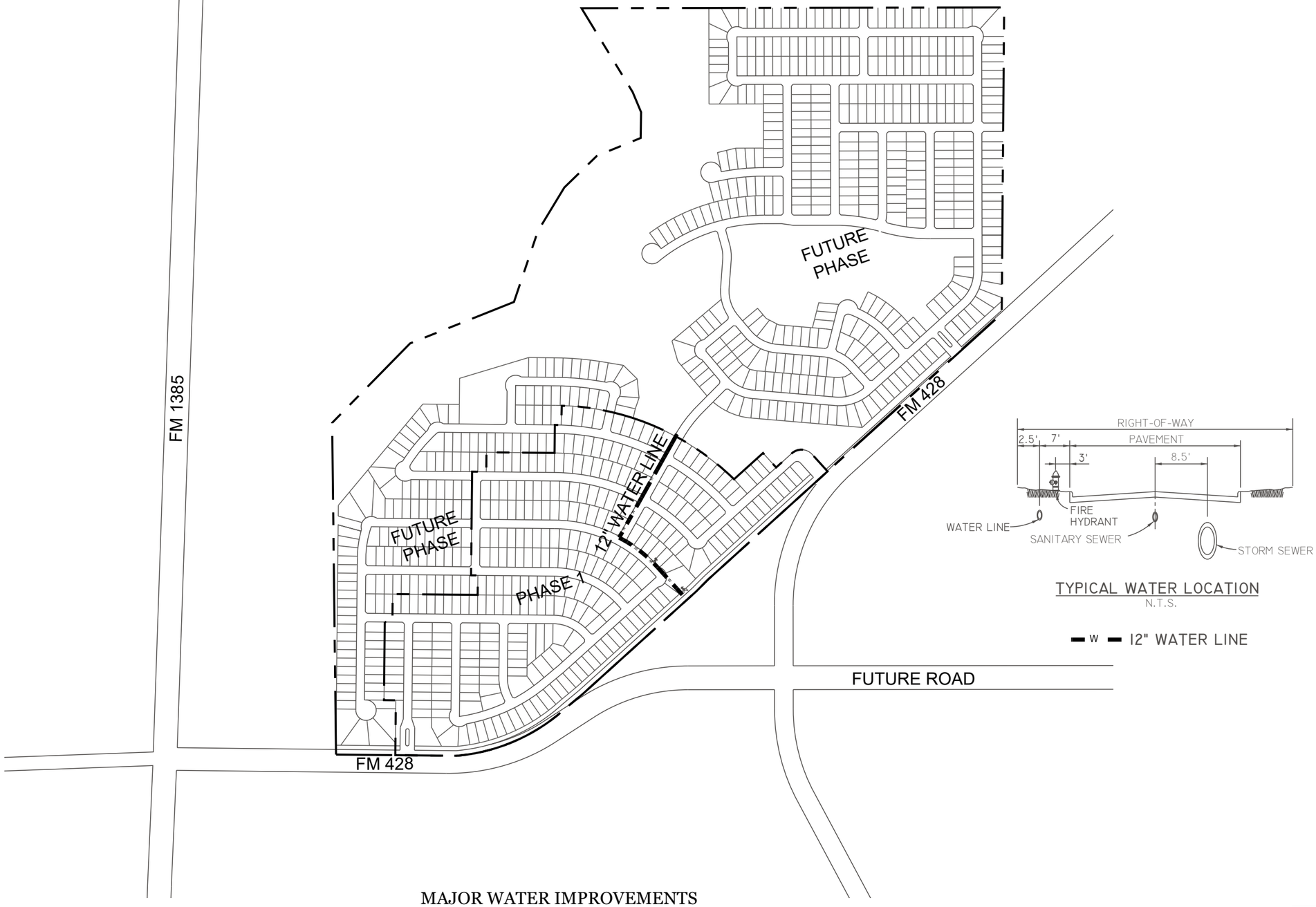
TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

MAJOR SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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TYPICAL WATER LOCATION
N.T.S.

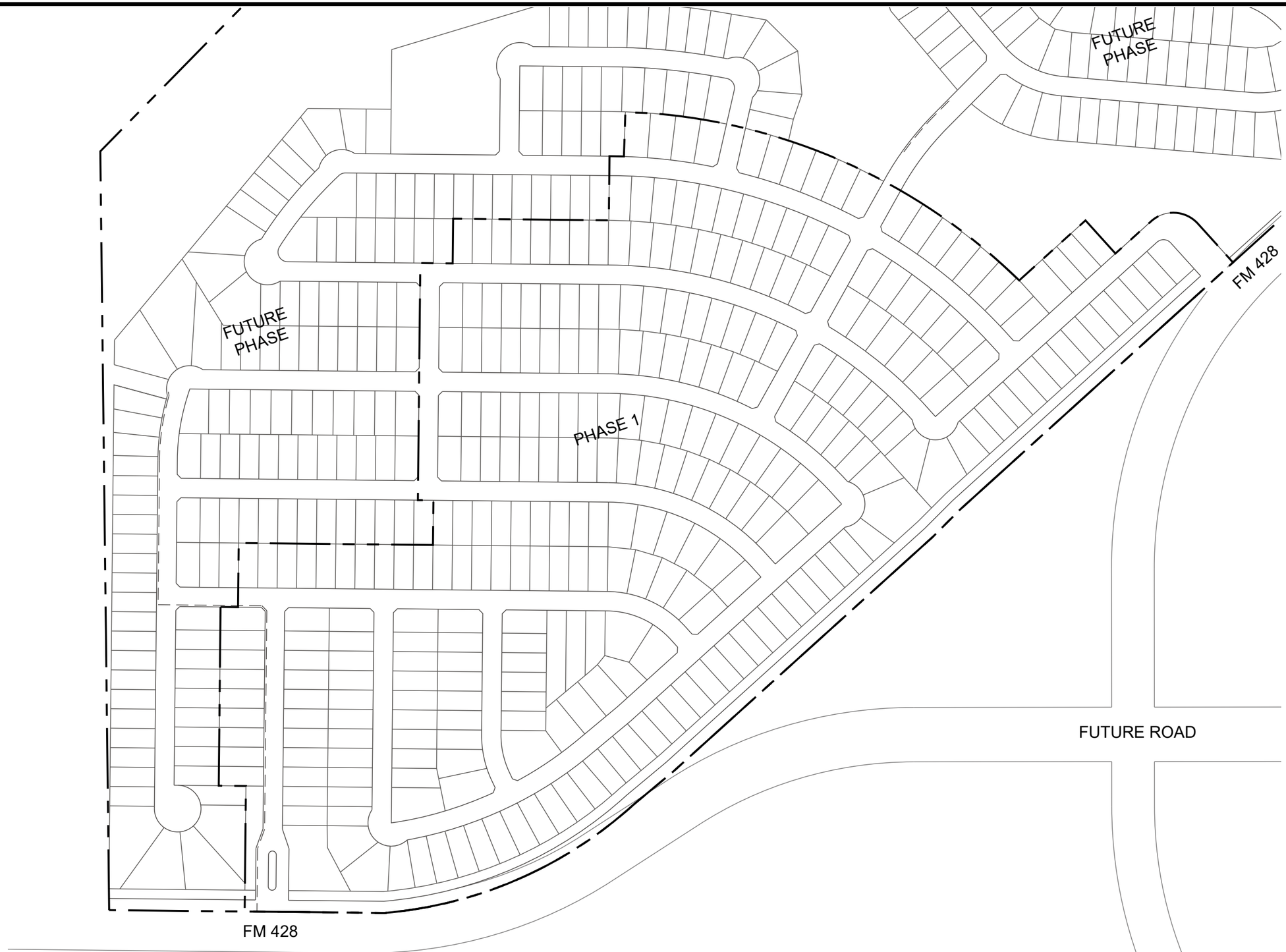
W 12" WATER LINE

MAJOR WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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PHASE 1 MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

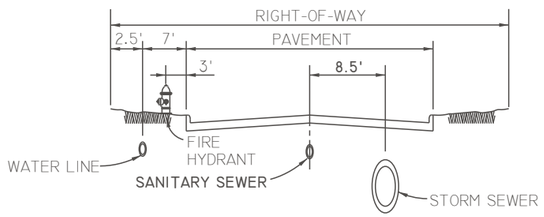
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=250'

CENTURION AMERICAN

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TYPICAL SEWER LOCATION
N.T.S.

SEWER LINE

PHASE 1 SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
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SCALE: 1"=250'

DATE: AUGUST 2020

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TYPICAL WATER LOCATION
N.T.S.

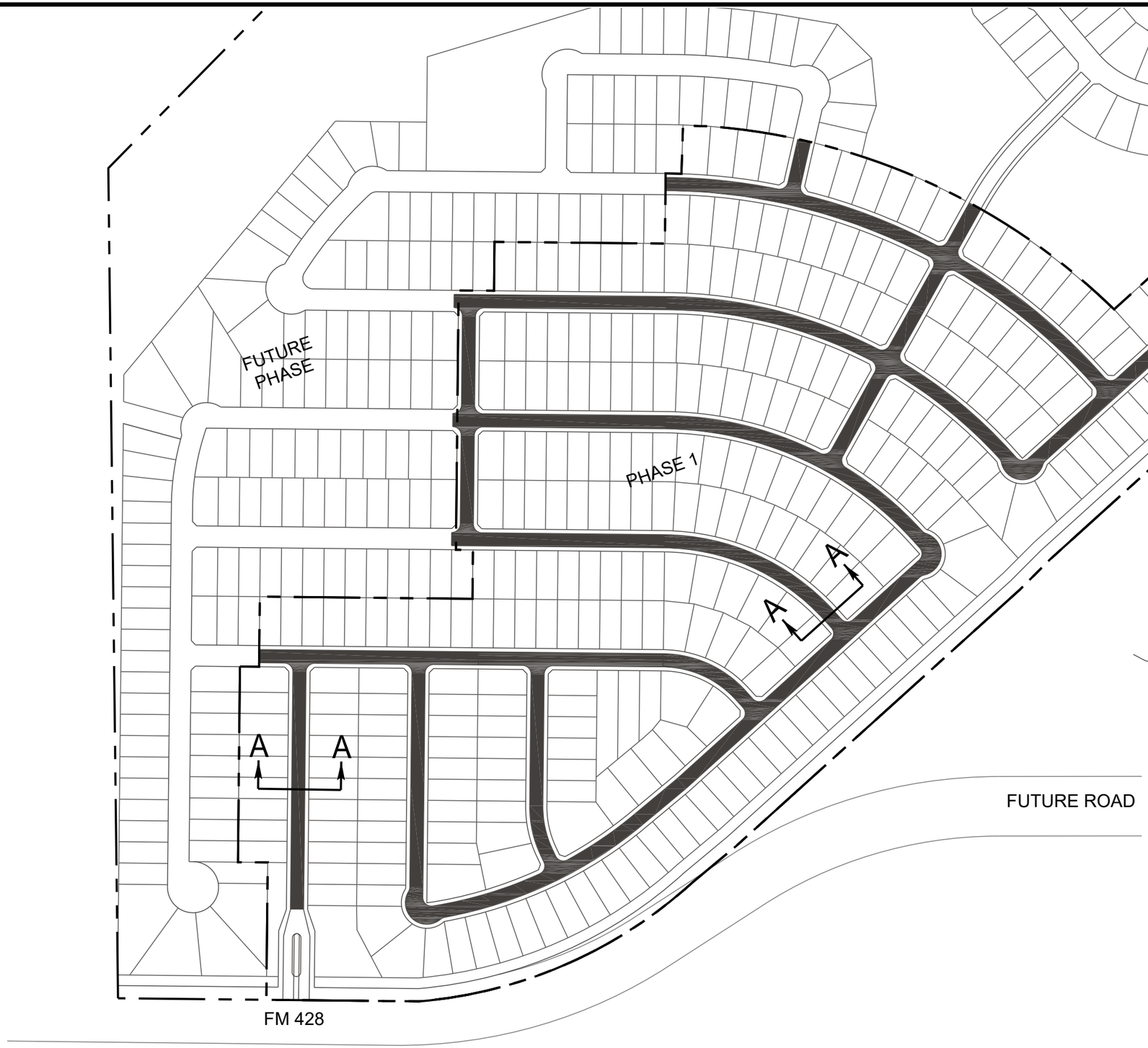
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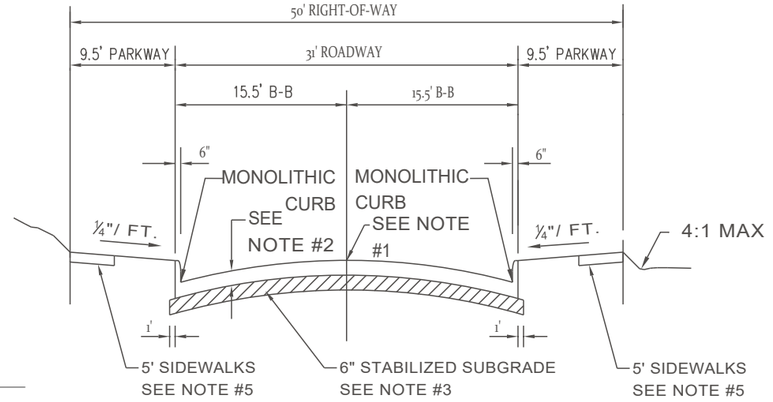
PHASE 1 WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=250'

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NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
3. RATE OF LIME\CEMENT APPLICATION TO BE DETERMINED BY LIME SERIES TEST (37 LBS/SQ YD PER GEOTECHNICAL CONSULTANT)
4. CONTRACTOR TO CUT STREET TO 5 FEET BEHIND BACK OF CURB @ SUBGRADE DEPTH.
5. 4" REINF. CONC. SIDEWALK (3,500 PSI) WITH #3 BARS @ 18" OCEW 1 1/2" SAND (MIN.) UNDER THE SIDEWALK. SUBGRADE (INCLUDING SAND) SHALL BE COMPACTED TO 95% DENSITY

TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

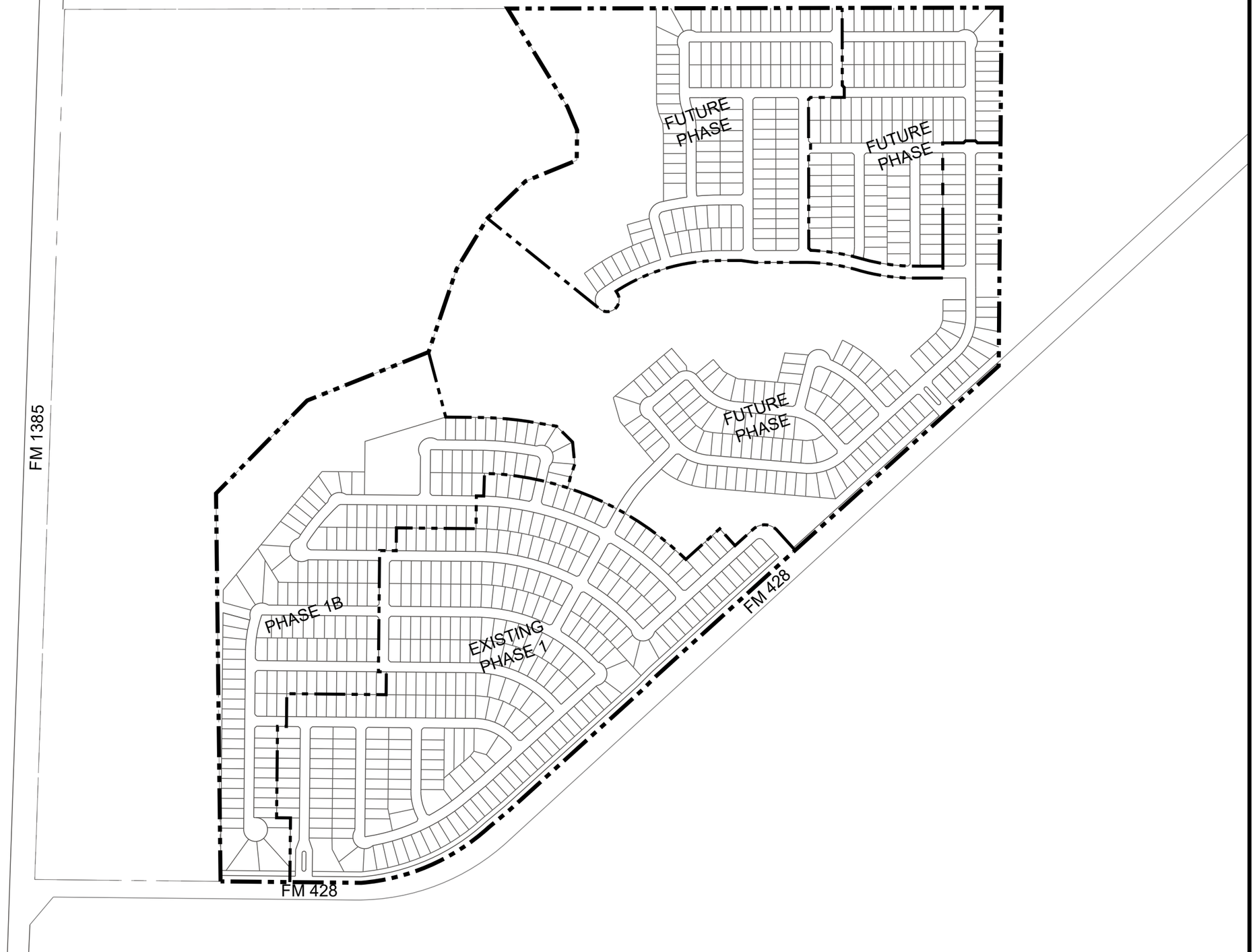
BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

PHASE 1 ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=250'

CENTURION AMERICAN

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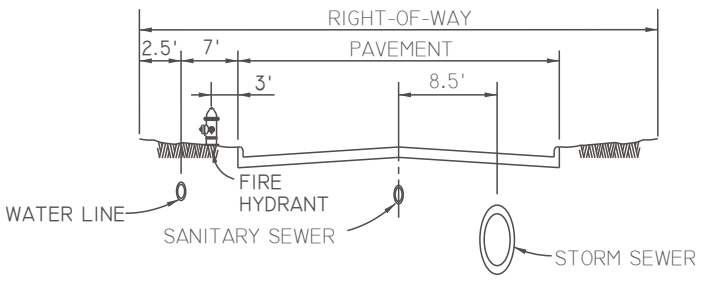
PHASE 1B MASTER PLAN
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=250'

DATE: OCTOBER 2024

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TYPICAL WATER LOCATION
N.T.S.

8" WATER LINE
12" WATER LINE

PHASE 1B

EXISTING PHASE 1

FM 428

FM 428

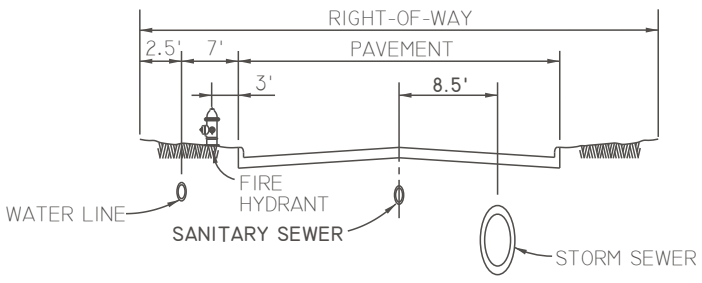
PHASE 1B WATER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'
DATE: OCTOBER 2024

CENTURION AMERICAN

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TYPICAL SEWER LOCATION
N.T.S.

8" SEWER LINE

PHASE 1B

EXISTING PHASE 1

FM 428

FM 428

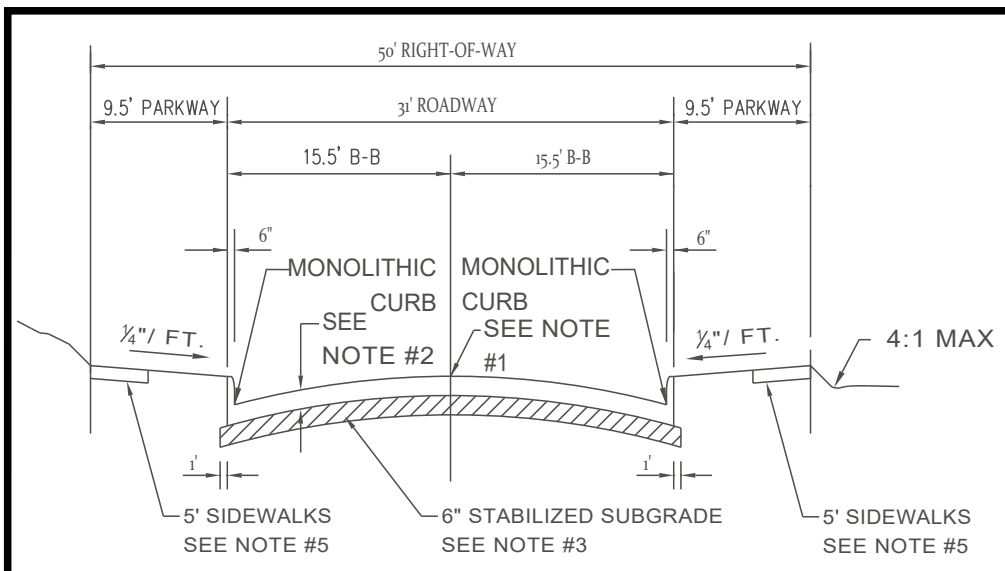
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PHASE 1B SEWER IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=400'
DATE: OCTOBER 2024

CENTURION AMERICAN



NOTES:

1. 6" CROWN FOR 31' B-B STREET, SAWED LONGITUDINAL DUMMY JOINT
2. 6" REINF. CONC. PVMT. THICKNESS (4,000 PSI PER NCTCOG ITEM 303.3.4.2-CLASS P1) #4 BARS @ 18" OCEW
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TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

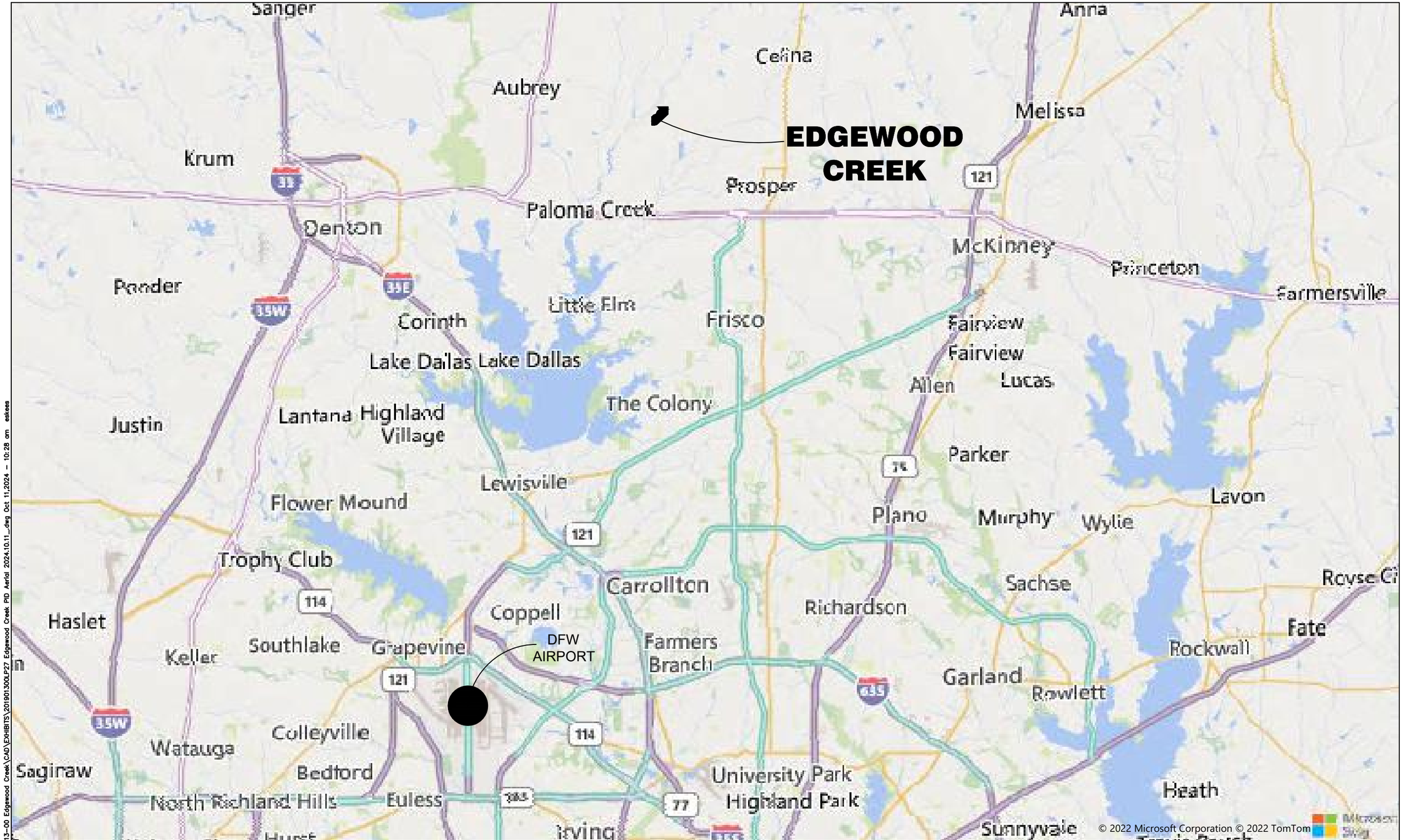
PHASE 1B ROAD IMPROVEMENTS
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING

SCALE: 1"=400'
DATE: OCTOBER 2024

CENTURION AMERICAN

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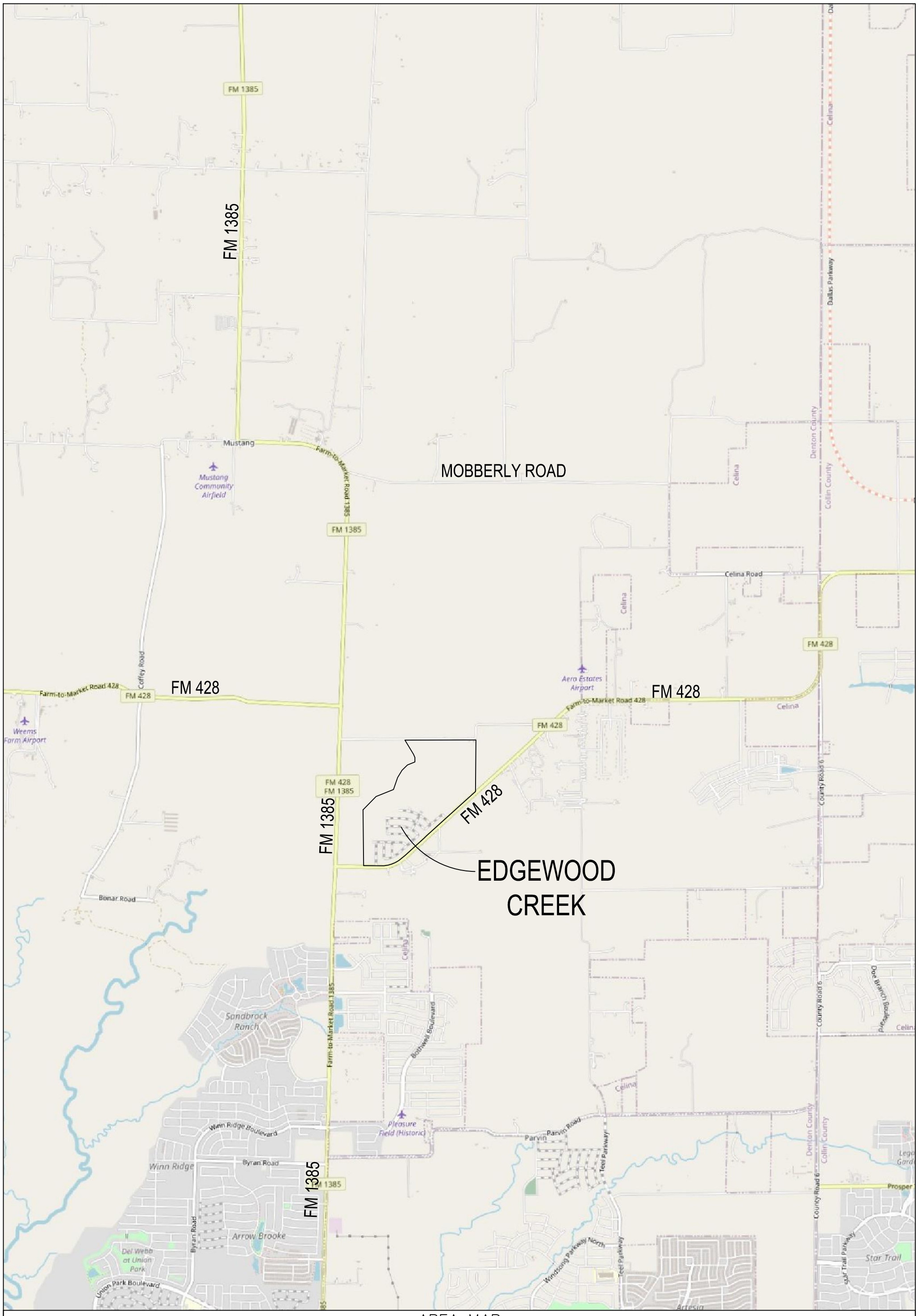


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BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

REGIONAL MAP
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
DENTON COUNTY, TEXAS

SCALE: 1"=20,000'
DATE: OCTOBER 2024



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BARRAZA CONSULTING GROUP, LLC
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AREA MAP
EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT
DENTON COUNTY, TEXAS

SCALE: 1"=3,000'
DATE: OCTOBER 2024

CENTURION AMERICAN

APPENDIX D
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table D-1
Proposed Development within the PID

Description	Proposed Development	
50 Ft Lots	847	units
	847	**units**

Table D-2 below shows the proposed residential units within Phase #1.

Table D-2
Proposed Development – Phase #1

Description	Proposed Development	
50 Ft Lots	301	units
	301	**units**

Table D-3 below shows the proposed residential Lot Types within Phases #2-3.

Table D-3
Proposed Development – Phases #2-3

Description	Proposed Development	
50 Ft Lots	546	units
	546	**units**

Table D-4 below shows the proposed residential Lot Types within Improvement Area #2.

Table D-4
Proposed Development – Improvement Area #2

Description	Proposed Development	
50 Ft Lots	158	units
	158	**units**

B) Allocation of Assessments to Lots within Phase #1

The total amount of the Phase #1 Bonds and Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $8,959,757. As shown above, there are a total of 301 residential units, resulting in an Assessment per Unit of $29,766.63 (i.e. $8,959,757 ÷ 301 = $29,766.63).

Table D-5 below sets forth the Assessment per dwelling unit within Phase #1.

Table D-5
Assessment Per Unit – Phase #1

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	301	$29,766.63 per dwelling unit	$8,959,757
Total	**301**		**$8,959,757**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table D-6 below.

Table D-6
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	301	$45,500	$300,000	$29,766.63	1.53	10.08

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 D-7 below.

Table D-7
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	301	$45,500	$300,000	$2,061	$4.53	$0.69

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 F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

C) Allocation of Phases #2-3 Major Improvement Assessments to Lots in Phases #2-3

The total amount of the Phases #2-3 Major Improvement Bonds, which represents the total Assessment to be allocated on all Parcels within Phases #2-3, is $3,460,000. As shown above, there are a total of 546 residential units, resulting in an Assessment per Unit of $6,337.00 (i.e. $3,460,000 ÷ 546 = $6,337.00).

Table D-8 below set forth the original Assessment per dwelling unit for within Phases #2-3.

Table D-8
Assessment Per Unit – Phases #2-3 Major Improvements - Original

Description	Planned No. of Units	Assessment per Unit	Total Assessments
50 Ft Lots	546	$6,337.00 per dwelling unit	$3,460,000
Total	**546**		**$3,460,000**

The original projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Phases #2-3 is shown in Table D-9 below.

Table D-9
Projected Leverage – Phases #2-3 Major Improvements - Original

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
50 Ft Lots	546	$45,500	$300,000	$6,337.00	7.18	47.34

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Phases #2-3 is shown in Table D-10 below.

Table D-10
Estimated Tax Rate Equivalent per unit – Phases #2-3 Major Improvements

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)
50 Ft Lots	546	$45,500	$300,000	$547.55	$1.20	$0.18

The Assessment and Annual Installments for each Parcel or Lot located within Phases #2-3 is shown on the Phases #2-3 Major Improvement Assessment Roll, attached as Appendix F, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Improvement Area #2 Assessments to Lots in Improvement Area #2

The total amount of the Improvement Area #2 Assessments, which represents the total Assessment to be allocated on all Parcels within Improvement Area #2, is $4,205,000. As shown above, there are a total of 158 residential units, resulting in an Assessment per Unit of $26,613.92 (i.e. $4,205,000 ÷ 158 = $26,613.92).

Table D-11 below sets forth the Assessment per dwelling unit for within Improvement Area #2.

Table D-11
Assessment Per Unit – Improvement Area #2 Improvements - Improvement Area #2 and Phases #2-3

Description	Planned No. of Units	Assessment per Unit - IA#2	Total Assessment for IA#2	Outstanding Assessment per Unit - Phases #2-3	Combined Outstanding Assessment Per Unit	Combined Outstanding Assessment
50 Ft Lots	158	$26,613.92	$4,205,000	$6,098.90	$32,713	$5,168,626
Total	**158**		**$4,205,000**			**$5,168,626**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within Improvement Area #2 is shown in Table D-12 below.

Table D-12
Projected Leverage – Improvement Area #2 and Phases #2-3

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit - Improvement Area #2	Outstanding Assessment Per Unit - Phases #2-3	Combined Outstanding Assessment Per Unit	Combined Leverage (Lot Value)	Combined Leverage (Home Value)
50 Ft Lots	158	$110,000	$575,000	$26,613.92	$6,098.90	$32,712.83	3.36	17.58

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Improvement Area #2 is shown in Table D-13 below.

Table D-13
Estimated Tax Rate Equivalent per unit – Improvement Area #2 only

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)
50 Ft Lots	158	$110,000	$575,000	$2,299.78	$2.09	$0.40

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within Improvement Area #2 is shown in Table D-14 on the following page.

Table D-14
Estimated Tax Rate Equivalent per unit – Improvement Area #2 and Phases #2-3

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit - Improvement Area #2	Projected Average Annual Installment per unit - Phases #2-3	Projected Total Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
50 Ft Lots	158	$110,000	$575,000	$2,299.78	$530.02	$2,829.80	**$2.57**	$0.49

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 G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX E
PHASES #2-3 MAJOR IMPROVEMENT ASSESSMENT ROLL

Appendix E
Phases #2-3 Major Improvement Assessment Roll

Parcel	**All Parcels**
Units	**546**
Assessment	**$3,460,000**

Year [1]	Principal	Interest	Administrative Expenses[2]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment[3]
9/30/2021	$0	$105,358	$35,000	$17,300	$0	($105,358)	$52,300
9/30/2022	$0	$182,350	$35,700	$17,300	$0	($182,350)	$53,000
9/30/2023	$65,000	$182,350	$36,414	$17,300	$0	$0	$301,064
9/30/2024	$65,000	$179,263	$37,142	$16,975	$0	$0	$298,380
9/30/2025	$70,000	$176,175	$37,885	$16,650	$0	$0	$300,710
9/30/2026	$70,000	$172,850	$38,643	$16,300	$0	$0	$297,793
9/30/2027	$75,000	$169,525	$39,416	$15,950	$0	$0	$299,891
9/30/2028	$80,000	$165,963	$40,204	$15,575	$0	$0	$301,741
9/30/2029	$80,000	$162,163	$41,008	$15,175	$0	$0	$298,346
9/30/2030	$85,000	$158,363	$41,828	$14,775	$0	$0	$299,966
9/30/2031	$90,000	$154,325	$42,665	$14,350	$0	$0	$301,340
9/30/2032	$90,000	$150,050	$43,518	$13,900	$0	$0	$297,468
9/30/2033	$95,000	$145,325	$44,388	$13,450	$0	$0	$298,163
9/30/2034	$100,000	$140,338	$45,276	$12,975	$0	$0	$298,589
9/30/2035	$105,000	$135,088	$46,182	$12,475	$0	$0	$298,744
9/30/2036	$110,000	$129,575	$47,105	$11,950	$0	$0	$298,630
9/30/2037	$115,000	$123,800	$48,047	$11,400	$0	$0	$298,247
9/30/2038	$120,000	$117,763	$49,008	$10,825	$0	$0	$297,596
9/30/2039	$130,000	$111,463	$49,989	$10,225	$0	$0	$301,676
9/30/2040	$135,000	$104,638	$50,988	$9,575	$0	$0	$300,201
9/30/2041	$140,000	$97,550	$52,008	$8,900	$0	$0	$298,458
9/30/2042	$145,000	$90,200	$53,048	$8,200	$0	$0	$296,448
9/30/2043	$155,000	$82,225	$54,109	$7,475	$0	$0	$298,809
9/30/2044	$165,000	$73,700	$55,191	$6,700	$0	$0	$300,591
9/30/2045	$170,000	$64,625	$56,295	$5,875	$0	$0	$296,795
9/30/2046	$180,000	$55,275	$57,421	$5,025	$0	$0	$297,721
9/30/2047	$190,000	$45,375	$58,570	$4,125	$0	$0	$298,070
9/30/2048	$200,000	$34,925	$59,741	$3,175	$0	$0	$297,841
9/30/2049	$210,000	$23,925	$60,936	$2,175	$0	$0	$297,036
9/30/2050	$225,000	$12,375	$62,155	$1,125	($247,350)	$0	$53,305
Total	**$3,460,000**	**$3,546,895**	**$1,419,883**	**$337,200**	**($247,350)**	**($287,708)**	**$8,228,920**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

3- Annual Installments are calculated assuming an interest rate of 4.750% for years 2021 through 2031, 5.250% for years 2032 through 2041, and 5.50% for years 2042 through 2050 on the Bonds plus the Additional Interest and Administrative Expenses.

Appendix E

Phases #2-3 Assessment Roll Summary - 2024-25

Parcel	Estimated No. of units	Lot Type	Total Outstanding Assessment
960071	105	1	$413,382
960118	33	1	$401,566
52672	139	1	$1,239,583
960214	269	1	$1,275,468
Total	**546**		**$3,330,000**

Appendix E

Phases #2-3 Major Improvement TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid1	2023 Tax Increment	2024-25 TIRZ Credit
960071	$0.00	$7,763.95	$7,763.95	($3,649.05)
960118	$0.00	$5.55	$5.55	($2.61)
52672	$0.00	$4,150.42	$4,150.42	($1,950.70)
960214	$0.00	$17.61	$17.61	($8.28)
Total	**$0.00**	**$11,937.52**	**$11,937.52**	**($5,610.64)**

1- Taxes paid do not Include penalty and interest.

APPENDIX F
PHASE #1 ASSESSMENT ROLL

Appendix F
Phase #1 Assessment Roll

Parcel	**All Parcels**
Units	**301**
Assessment	**$8,959,757**

Year [1]	Principal & Interest[2]	Principal & Interest[3]	Administrative Expenses[4]	Additional Interest Reserve	Debt Service Reserve Fund	Capitalized Interest	Total Annual Installment
9/30/2021	$108,658	$274,167	$35,000	$22,325	$0	($108,658)	$331,492
9/30/2022	$188,063	$273,268	$35,700	$22,325	$0	($188,063)	$331,293
9/30/2023	$283,063	$274,023	$36,414	$22,325	$0	$0	$615,825
9/30/2024	$279,975	$273,596	$37,142	$21,850	$0	$0	$612,563
9/30/2025	$281,888	$274,031	$37,885	$21,375	$0	$0	$615,179
9/30/2026	$278,638	$274,284	$38,643	$20,875	$0	$0	$612,439
9/30/2027	$280,388	$275,354	$39,416	$20,375	$0	$0	$615,532
9/30/2028	$281,450	$275,195	$40,204	$19,850	$0	$0	$616,699
9/30/2029	$282,325	$275,854	$41,008	$19,300	$0	$0	$618,487
9/30/2030	$278,013	$276,284	$41,828	$18,725	$0	$0	$614,849
9/30/2031	$278,700	$276,485	$42,665	$18,150	$0	$0	$616,000
9/30/2032	$279,200	$277,458	$43,518	$17,550	$0	$0	$617,726
9/30/2033	$278,888	$277,157	$44,388	$16,925	$0	$0	$617,358
9/30/2034	$278,363	$278,627	$45,276	$16,275	$0	$0	$618,541
9/30/2035	$277,625	$278,778	$46,182	$15,600	$0	$0	$618,184
9/30/2036	$276,675	$279,654	$47,105	$14,900	$0	$0	$618,334
9/30/2037	$275,513	$280,210	$48,047	$14,175	$0	$0	$617,945
9/30/2038	$279,138	$280,446	$49,008	$13,425	$0	$0	$622,017
9/30/2039	$277,338	$281,363	$49,989	$12,625	$0	$0	$621,314
9/30/2040	$275,325	$281,914	$50,988	$11,800	$0	$0	$620,027
9/30/2041	$278,100	$283,099	$52,008	$10,950	$0	$0	$624,157
9/30/2042	$275,450	$282,873	$53,048	$10,050	$0	$0	$621,421
9/30/2043	$277,125	$284,282	$54,109	$9,125	$0	$0	$624,641
9/30/2044	$278,350	$285,233	$55,191	$8,150	$0	$0	$626,924
9/30/2045	$279,125	$285,727	$56,295	$7,125	$0	$0	$628,273
9/30/2046	$274,450	$286,765	$57,421	$6,050	$0	$0	$624,686
9/30/2047	$274,550	$288,299	$58,570	$4,950	$0	$0	$626,369
9/30/2048	$274,200	$289,286	$59,741	$3,800	$0	$0	$627,027
9/30/2049	$278,400	$289,724	$60,936	$2,600	$0	$0	$631,660
9/30/2050	$276,925	$288,613	$62,155	$1,325	($283,063)	$0	$345,955
Total	**$8,085,896**	**$8,402,049**	**$1,419,883**	**$424,875**	**($283,063)**	**($296,721)**	**$17,752,919**

1 – The 9/30/XX dates represent the fiscal year end for the Bonds

2- Annual Installments are calculated assuming an interest rate of 3.250% for years 2021 through 2026, 3.750% for years 2027 through 2031, 4.250% for years 2032 through 2041, and 4.50% for years 2042 through 2050 on the Phase #1 Bonds.

2- Annual Installments are calculated assuming an interest rate of 4.57% on the Phase #1 Reimbursement Agreement.

4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix F
Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020232	1	50	$28,027
1020233	1	50	$28,027
1020234	1	50	$28,027
1020235	1	50	$28,027
1020236	1	50	$28,027
1020237	1	50	$28,027
1020238	1	50	$28,027
1020239	1	50	$28,027
1020240	1	50	$28,027
1020241	1	50	$28,027
1020242	1	50	$28,027
1020243	1	50	$28,027
1020244	1	50	$28,027
1020245	1	50	$28,027
1020246	1	50	$28,027
1020247	1	50	$28,027
1020248	1	50	$28,027
1020249	1	50	$28,027
1020250	1	50	$28,027
1020251	1	50	$28,027
1020252	1	50	$28,027
1020253	1	50	$28,027
1020254	1	50	$28,027
1020255	1	50	$28,027
1020256	1	50	$28,027
1020257	1	50	$28,027
1020258	1	50	$28,027
1020259	1	50	$28,027
1020260	1	50	$28,027
1020261	1	50	$28,027
1020262	1	50	$28,027
1020263	1	50	$28,027
1020264	1	50	$28,027
1020265	1	50	$28,027
1020266	1	50	$28,027
1020267	1	50	$28,027
1020268	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020269	1	50	$28,027
1020270	1	50	$28,027
1020271	1	50	$28,027
1020272	1	50	$28,027
1020273	1	50	$28,027
1020274	1	50	$28,027
1020275	1	50	$28,027
1020276	1	50	$28,027
1020277	1	50	$28,027
1020278	1	50	$28,027
1020279	1	50	$28,027
1020280	1	50	$28,027
1020281	1	50	$28,027
1020282	1	50	$28,027
1020283	1	50	$28,027
1020284	1	50	$28,027
1020285	1	50	$28,027
1020286	1	50	$28,027
1020287	1	50	$28,027
1020288	1	50	$28,027
1020289	1	50	$28,027
1020290	1	50	$28,027
1020291	1	50	$28,027
1020292	1	50	$28,027
1020293	1	50	$28,027
1020294	1	50	$28,027
1020295	1	50	$28,027
1020296	1	50	$28,027
1020297	1	50	$28,027
1020298	1	50	$28,027
1020299	1	50	$28,027
1020300	1	50	$28,027
1020301	1	50	$28,027
1020302	1	50	$28,027
1020303	1	50	$28,027
1020304	1	50	$28,027
1020305	1	50	$28,027
1020306	1	50	$28,027
1020307	1	50	$28,027
1020308	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020309	1	50	$28,027
1020310	1	50	$28,027
1020311	1	50	$28,027
1020312	1	50	$28,027
1020313	1	50	$28,027
1020314	1	50	$28,027
1020315	1	50	$28,027
1020316	1	50	$28,027
1020317	1	50	$28,027
1020318	1	50	$28,027
1020319	1	50	$28,027
1020320	1	50	$28,027
1020321	1	50	$28,027
1020322	1	50	$28,027
1020323	1	50	$28,027
1020324	1	50	$28,027
1020325	1	50	$28,027
1020326	1	50	$28,027
1020327	1	50	$28,027
1020328	1	50	$28,027
1020329	1	50	$28,027
1020330	1	50	$28,027
1020331	1	50	$28,027
1020332	1	50	$28,027
1020333	1	50	$28,027
1020334	1	50	$28,027
1020335	1	50	$28,027
1020336	1	50	$28,027
1020337	1	50	$28,027
1020338	1	50	$28,027
1020339	1	50	$28,027
1020340	1	50	$28,027
1020341	1	50	$28,027
1020342	1	50	$28,027
1020343	1	50	$28,027
1020344	1	50	$28,027
1020345	1	50	$28,027
1020346	1	50	$28,027
1020347	1	50	$28,027
1020348	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020349	1	50	$28,027
1020350	1	50	$28,027
1020351	1	50	$28,027
1020352	1	50	$28,027
1020353	1	50	$28,027
1020354	1	50	$28,027
1020355	1	50	$28,027
1020356	1	50	$28,027
1020357	1	50	$28,027
1020358	1	50	$28,027
1020359	1	50	$28,027
1020360	1	50	$28,027
1020361	1	50	$28,027
1020362	1	50	$28,027
1020363	1	50	$28,027
1020364	1	50	$28,027
1020365	1	50	$28,027
1020366	1	50	$28,027
1020367	1	50	$28,027
1020368	1	50	$28,027
1020369	1	50	$28,027
1020370	1	50	$28,027
1020371	1	50	$28,027
1020372	1	50	$28,027
1020373	1	50	$28,027
1020374	1	50	$28,027
1020375	1	50	$28,027
1020376	1	50	$28,027
1020377	1	50	$28,027
1020378	1	50	$28,027
1020379	1	50	$28,027
1020380	1	50	$28,027
1020381	1	50	$28,027
1020382	1	50	$28,027
1020383	1	50	$28,027
1020384	1	50	$28,027
1020385	1	50	$28,027
1020386	1	50	$28,027
1020387	1	50	$28,027
1020388	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020389	1	50	$28,027
1020390	1	50	$28,027
1020391	1	50	$28,027
1020392	1	50	$28,027
1020393	1	50	$28,027
1020394	1	50	$28,027
1020395	1	50	$28,027
1020396	1	50	$28,027
1020397	1	50	$28,027
1020398	1	50	$28,027
1020399	1	50	$28,027
1020400	1	50	$28,027
1020401	0	0	$0
1020402	0	0	$0
1020403	0	0	$0
1020404	1	50	$28,027
1020405	1	50	$28,027
1020406	1	50	$28,027
1020407	1	50	$28,027
1020408	1	50	$28,027
1020409	1	50	$28,027
1020410	1	50	$28,027
1020411	1	50	$28,027
1020412	1	50	$28,027
1020413	1	50	$28,027
1020414	1	50	$28,027
1020415	1	50	$28,027
1020416	1	50	$28,027
1020417	1	50	$28,027
1020418	1	50	$28,027
1020419	1	50	$28,027
1020420	1	50	$28,027
1020421	1	50	$28,027
1020422	1	50	$28,027
1020423	1	50	$28,027
1020424	1	50	$28,027
1020425	1	50	$28,027
1020426	1	50	$28,027
1020427	1	50	$28,027
1020428	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020429	1	50	$28,027
1020430	1	50	$28,027
1020431	1	50	$28,027
1020432	1	50	$28,027
1020433	1	50	$28,027
1020434	1	50	$28,027
1020435	1	50	$28,027
1020436	1	50	$28,027
1020437	1	50	$28,027
1020438	1	50	$28,027
1020439	1	50	$28,027
1020440	1	50	$28,027
1020441	1	50	$28,027
1020442	1	50	$28,027
1020443	1	50	$28,027
1020444	1	50	$28,027
1020445	1	50	$28,027
1020446	1	50	$28,027
1020447	1	50	$28,027
1020448	1	50	$28,027
1020449	1	50	$28,027
1020450	1	50	$28,027
1020451	1	50	$28,027
1020452	1	50	$28,027
1020453	1	50	$28,027
1020454	1	50	$28,027
1020455	1	50	$28,027
1020456	1	50	$28,027
1020457	1	50	$28,027
1020458	1	50	$28,027
1020459	1	50	$28,027
1020460	1	50	$28,027
1020461	1	50	$28,027
1020462	1	50	$28,027
1020463	1	50	$28,027
1020464	1	50	$28,027
1020465	1	50	$28,027
1020466	1	50	$28,027
1020467	1	50	$28,027
1020468	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020469	1	50	$28,027
1020470	1	50	$28,027
1020471	1	50	$28,027
1020472	1	50	$28,027
1020473	1	50	$28,027
1020474	1	50	$28,027
1020475	1	50	$28,027
1020476	1	50	$28,027
1020477	1	50	$28,027
1020478	1	50	$28,027
1020479	1	50	$28,027
1020480	1	50	$28,027
1020481	1	50	$28,027
1020482	1	50	$28,027
1020483	1	50	$28,027
1020484	1	50	$28,027
1020485	1	50	$28,027
1020486	1	50	$28,027
1020487	1	50	$28,027
1020488	1	50	$28,027
1020489	1	50	$28,027
1020490	1	50	$28,027
1020491	1	50	$28,027
1020492	1	50	$28,027
1020493	1	50	$28,027
1020494	1	50	$28,027
1020495	1	50	$28,027
1020496	1	50	$28,027
1020497	1	50	$28,027
1020498	1	50	$28,027
1020499	1	50	$28,027
1020500	1	50	$28,027
1020501	1	50	$28,027
1020502	1	50	$28,027
1020503	1	50	$28,027
1020504	1	50	$28,027
1020505	1	50	$28,027
1020506	1	50	$28,027
1020507	1	50	$28,027
1020508	1	50	$28,027

Appendix F

Phase #1 Assessment Roll Summary - 2024-25

Parcel	No. of units	Lot Size	Total Outstanding Assessment
1020509	1	50	$28,027
1020510	1	50	$28,027
1020511	1	50	$28,027
1020512	1	50	$28,027
1020513	1	50	$28,027
1020514	1	50	$28,027
1020515	1	50	$28,027
1020516	1	50	$28,027
1020517	1	50	$28,027
1020518	1	50	$28,027
1020519	0	0	$0
1020520	0	0	$0
1020521	0	0	$0
1020522	0	0	$0
1020523	0	0	$0
1020524	1	50	$28,027
1020525	1	50	$28,027
1020526	1	50	$28,027
1020527	1	50	$28,027
1020528	1	50	$28,027
1020529	1	50	$28,027
1020530	1	50	$28,027
1020531	1	50	$28,027
1020532	1	50	$28,027
1020533	1	50	$28,027
1020534	1	50	$28,027
1020535	1	50	$28,027
1020536	1	50	$28,027
1020537	1	50	$28,027
1020538	1	50	$28,027
1020539	1	50	$28,027
1020540	1	50	$28,027
	301		**$8,436,214.80**

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020232	$0.00	$91.13	$91.13	($42.83)
1020233	$0.00	$91.13	$91.13	($42.83)
1020234	$0.00	$91.13	$91.13	($42.83)
1020235	$0.00	$91.13	$91.13	($42.83)
1020236	$0.00	$91.13	$91.13	($42.83)
1020237	$0.00	$91.13	$91.13	($42.83)
1020238	$0.00	$91.13	$91.13	($42.83)
1020239	$0.00	$91.13	$91.13	($42.83)
1020240	$0.00	$91.13	$91.13	($42.83)
1020241	$0.00	$91.13	$91.13	($42.83)
1020242	$0.00	$91.13	$91.13	($42.83)
1020243	$0.00	$91.13	$91.13	($42.83)
1020244	$0.00	$91.13	$91.13	($42.83)
1020245	$0.00	$91.13	$91.13	($42.83)
1020246	$0.00	$91.13	$91.13	($42.83)
1020247	$0.00	$91.13	$91.13	($42.83)
1020248	$0.00	$91.13	$91.13	($42.83)
1020249	$0.00	$91.13	$91.13	($42.83)
1020250	$0.00	$91.13	$91.13	($42.83)
1020251	$0.00	$91.13	$91.13	($42.83)
1020252	$0.00	$91.13	$91.13	($42.83)
1020253	$0.00	$91.13	$91.13	($42.83)
1020254	$0.00	$91.13	$91.13	($42.83)
1020255	$0.00	$91.13	$91.13	($42.83)
1020256	$0.00	$91.13	$91.13	($42.83)
1020257	$0.00	$91.13	$91.13	($42.83)
1020258	$0.00	$91.13	$91.13	($42.83)
1020259	$0.00	$91.13	$91.13	($42.83)
1020260	$0.00	$91.13	$91.13	($42.83)
1020261	$0.00	$91.13	$91.13	($42.83)
1020262	$0.00	$91.13	$91.13	($42.83)
1020263	$0.00	$91.13	$91.13	($42.83)
1020264	$0.00	$91.13	$91.13	($42.83)
1020265	$0.00	$91.13	$91.13	($42.83)
1020266	$0.00	$91.13	$91.13	($42.83)
1020267	$0.00	$91.13	$91.13	($42.83)
1020268	$0.00	$91.13	$91.13	($42.83)
1020269	$0.00	$91.13	$91.13	($42.83)
1020270	$0.00	$91.13	$91.13	($42.83)
1020271	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020272	$0.00	$91.13	$91.13	($42.83)
1020273	$0.00	$91.13	$91.13	($42.83)
1020274	$0.00	$91.13	$91.13	($42.83)
1020275	$0.00	$91.13	$91.13	($42.83)
1020276	$0.00	$91.13	$91.13	($42.83)
1020277	$0.00	$91.13	$91.13	($42.83)
1020278	$0.00	$91.13	$91.13	($42.83)
1020279	$0.00	$91.13	$91.13	($42.83)
1020280	$0.00	$91.13	$91.13	($42.83)
1020281	$0.00	$91.13	$91.13	($42.83)
1020282	$0.00	$91.13	$91.13	($42.83)
1020283	$0.00	$91.13	$91.13	($42.83)
1020284	$0.00	$91.13	$91.13	($42.83)
1020285	$0.00	$91.13	$91.13	($42.83)
1020286	$0.00	$91.13	$91.13	($42.83)
1020287	$0.00	$91.13	$91.13	($42.83)
1020288	$0.00	$91.13	$91.13	($42.83)
1020289	$0.00	$91.13	$91.13	($42.83)
1020290	$0.00	$91.13	$91.13	($42.83)
1020291	$0.00	$91.13	$91.13	($42.83)
1020292	$0.00	$91.13	$91.13	($42.83)
1020293	$0.00	$91.13	$91.13	($42.83)
1020294	$0.00	$91.13	$91.13	($42.83)
1020295	$0.00	$91.13	$91.13	($42.83)
1020296	$0.00	$91.13	$91.13	($42.83)
1020297	$0.00	$91.13	$91.13	($42.83)
1020298	$0.00	$91.13	$91.13	($42.83)
1020299	$0.00	$91.13	$91.13	($42.83)
1020300	$0.00	$91.13	$91.13	($42.83)
1020301	$0.00	$91.13	$91.13	($42.83)
1020302	$0.00	$91.13	$91.13	($42.83)
1020303	$0.00	$91.13	$91.13	($42.83)
1020304	$0.00	$91.13	$91.13	($42.83)
1020305	$0.00	$91.13	$91.13	($42.83)
1020306	$0.00	$91.13	$91.13	($42.83)
1020307	$0.00	$91.13	$91.13	($42.83)
1020308	$0.00	$91.13	$91.13	($42.83)
1020309	$0.00	$91.13	$91.13	($42.83)
1020310	$0.00	$91.13	$91.13	($42.83)
1020311	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020312	$0.00	$91.13	$91.13	($42.83)
1020313	$0.00	$91.13	$91.13	($42.83)
1020314	$0.00	$91.13	$91.13	($42.83)
1020315	$0.00	$91.13	$91.13	($42.83)
1020316	$0.00	$91.13	$91.13	($42.83)
1020317	$0.00	$91.13	$91.13	($42.83)
1020318	$0.00	$91.13	$91.13	($42.83)
1020319	$0.00	$91.13	$91.13	($42.83)
1020320	$0.00	$91.13	$91.13	($42.83)
1020321	$0.00	$91.13	$91.13	($42.83)
1020322	$0.00	$91.13	$91.13	($42.83)
1020323	$0.00	$91.13	$91.13	($42.83)
1020324	$0.00	$91.13	$91.13	($42.83)
1020325	$0.00	$91.13	$91.13	($42.83)
1020326	$0.00	$91.13	$91.13	($42.83)
1020327	$0.00	$91.13	$91.13	($42.83)
1020328	$0.00	$91.13	$91.13	($42.83)
1020329	$0.00	$91.13	$91.13	($42.83)
1020330	$0.00	$91.13	$91.13	($42.83)
1020331	$0.00	$91.13	$91.13	($42.83)
1020332	$0.00	$91.13	$91.13	($42.83)
1020333	$0.00	$91.13	$91.13	($42.83)
1020334	$0.00	$91.13	$91.13	($42.83)
1020335	$0.00	$91.13	$91.13	($42.83)
1020336	$0.00	$91.13	$91.13	($42.83)
1020337	$0.00	$91.13	$91.13	($42.83)
1020338	$0.00	$91.13	$91.13	($42.83)
1020339	$0.00	$91.13	$91.13	($42.83)
1020340	$0.00	$91.13	$91.13	($42.83)
1020341	$0.00	$91.13	$91.13	($42.83)
1020342	$0.00	$91.13	$91.13	($42.83)
1020343	$0.00	$91.13	$91.13	($42.83)
1020344	$0.00	$91.13	$91.13	($42.83)
1020345	$0.00	$91.13	$91.13	($42.83)
1020346	$0.00	$91.13	$91.13	($42.83)
1020347	$0.00	$91.13	$91.13	($42.83)
1020348	$0.00	$91.13	$91.13	($42.83)
1020349	$0.00	$91.13	$91.13	($42.83)
1020350	$0.00	$91.13	$91.13	($42.83)
1020351	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020352	$0.00	$91.13	$91.13	($42.83)
1020353	$0.00	$91.13	$91.13	($42.83)
1020354	$0.00	$91.13	$91.13	($42.83)
1020355	$0.00	$91.13	$91.13	($42.83)
1020356	$0.00	$91.13	$91.13	($42.83)
1020357	$0.00	$91.13	$91.13	($42.83)
1020358	$0.00	$91.13	$91.13	($42.83)
1020359	$0.00	$91.13	$91.13	($42.83)
1020360	$0.00	$91.13	$91.13	($42.83)
1020361	$0.00	$91.13	$91.13	($42.83)
1020362	$0.00	$91.13	$91.13	($42.83)
1020363	$0.00	$91.13	$91.13	($42.83)
1020364	$0.00	$91.13	$91.13	($42.83)
1020365	$0.00	$91.13	$91.13	($42.83)
1020366	$0.00	$91.13	$91.13	($42.83)
1020367	$0.00	$91.13	$91.13	($42.83)
1020368	$0.00	$91.13	$91.13	($42.83)
1020369	$0.00	$91.13	$91.13	($42.83)
1020370	$0.00	$91.13	$91.13	($42.83)
1020371	$0.00	$91.13	$91.13	($42.83)
1020372	$0.00	$91.13	$91.13	($42.83)
1020373	$0.00	$91.13	$91.13	($42.83)
1020374	$0.00	$91.13	$91.13	($42.83)
1020375	$0.00	$91.13	$91.13	($42.83)
1020376	$0.00	$91.13	$91.13	($42.83)
1020377	$0.00	$91.13	$91.13	($42.83)
1020378	$0.00	$91.13	$91.13	($42.83)
1020379	$0.00	$91.13	$91.13	($42.83)
1020380	$0.00	$91.13	$91.13	($42.83)
1020381	$0.00	$91.13	$91.13	($42.83)
1020382	$0.00	$91.13	$91.13	($42.83)
1020383	$0.00	$91.13	$91.13	($42.83)
1020384	$0.00	$91.13	$91.13	($42.83)
1020385	$0.00	$91.13	$91.13	($42.83)
1020386	$0.00	$91.13	$91.13	($42.83)
1020387	$0.00	$91.13	$91.13	($42.83)
1020388	$0.00	$91.13	$91.13	($42.83)
1020389	$0.00	$91.13	$91.13	($42.83)
1020390	$0.00	$91.13	$91.13	($42.83)
1020391	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020392	$0.00	$91.13	$91.13	($42.83)
1020393	$0.00	$91.13	$91.13	($42.83)
1020394	$0.00	$91.13	$91.13	($42.83)
1020395	$0.00	$91.13	$91.13	($42.83)
1020396	$0.00	$91.13	$91.13	($42.83)
1020397	$0.00	$91.13	$91.13	($42.83)
1020398	$0.00	$91.13	$91.13	($42.83)
1020399	$0.00	$91.13	$91.13	($42.83)
1020400	$0.00	$91.13	$91.13	($42.83)
1020401	$0.00	$0.00	$0.00	$0.00
1020402	$0.00	$0.00	$0.00	$0.00
1020403	$0.00	$0.00	$0.00	$0.00
1020404	$0.00	$91.13	$91.13	($42.83)
1020405	$0.00	$91.13	$91.13	($42.83)
1020406	$0.00	$91.13	$91.13	($42.83)
1020407	$0.00	$91.13	$91.13	($42.83)
1020408	$0.00	$91.13	$91.13	($42.83)
1020409	$0.00	$91.13	$91.13	($42.83)
1020410	$0.00	$91.13	$91.13	($42.83)
1020411	$0.00	$91.13	$91.13	($42.83)
1020412	$0.00	$91.13	$91.13	($42.83)
1020413	$0.00	$91.13	$91.13	($42.83)
1020414	$0.00	$91.13	$91.13	($42.83)
1020415	$0.00	$91.13	$91.13	($42.83)
1020416	$0.00	$91.13	$91.13	($42.83)
1020417	$0.00	$91.13	$91.13	($42.83)
1020418	$0.00	$91.13	$91.13	($42.83)
1020419	$0.00	$91.13	$91.13	($42.83)
1020420	$0.00	$91.13	$91.13	($42.83)
1020421	$0.00	$91.13	$91.13	($42.83)
1020422	$0.00	$91.13	$91.13	($42.83)
1020423	$0.00	$91.13	$91.13	($42.83)
1020424	$0.00	$91.13	$91.13	($42.83)
1020425	$0.00	$91.13	$91.13	($42.83)
1020426	$0.00	$91.13	$91.13	($42.83)
1020427	$0.00	$91.13	$91.13	($42.83)
1020428	$0.00	$91.13	$91.13	($42.83)
1020429	$0.00	$91.13	$91.13	($42.83)
1020430	$0.00	$91.13	$91.13	($42.83)
1020431	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020432	$0.00	$91.13	$91.13	($42.83)
1020433	$0.00	$91.13	$91.13	($42.83)
1020434	$0.00	$91.13	$91.13	($42.83)
1020435	$0.00	$91.13	$91.13	($42.83)
1020436	$0.00	$91.13	$91.13	($42.83)
1020437	$0.00	$91.13	$91.13	($42.83)
1020438	$0.00	$91.13	$91.13	($42.83)
1020439	$0.00	$91.13	$91.13	($42.83)
1020440	$0.00	$91.13	$91.13	($42.83)
1020441	$0.00	$91.13	$91.13	($42.83)
1020442	$0.00	$91.13	$91.13	($42.83)
1020443	$0.00	$91.13	$91.13	($42.83)
1020444	$0.00	$91.13	$91.13	($42.83)
1020445	$0.00	$91.13	$91.13	($42.83)
1020446	$0.00	$91.13	$91.13	($42.83)
1020447	$0.00	$91.13	$91.13	($42.83)
1020448	$0.00	$91.13	$91.13	($42.83)
1020449	$0.00	$91.13	$91.13	($42.83)
1020450	$0.00	$91.13	$91.13	($42.83)
1020451	$0.00	$91.13	$91.13	($42.83)
1020452	$0.00	$91.13	$91.13	($42.83)
1020453	$0.00	$91.13	$91.13	($42.83)
1020454	$0.00	$91.13	$91.13	($42.83)
1020455	$0.00	$91.13	$91.13	($42.83)
1020456	$0.00	$91.13	$91.13	($42.83)
1020457	$0.00	$91.13	$91.13	($42.83)
1020458	$0.00	$91.13	$91.13	($42.83)
1020459	$0.00	$91.13	$91.13	($42.83)
1020460	$0.00	$91.13	$91.13	($42.83)
1020461	$0.00	$91.13	$91.13	($42.83)
1020462	$0.00	$91.13	$91.13	($42.83)
1020463	$0.00	$91.13	$91.13	($42.83)
1020464	$0.00	$91.13	$91.13	($42.83)
1020465	$0.00	$91.13	$91.13	($42.83)
1020466	$0.00	$91.13	$91.13	($42.83)
1020467	$0.00	$91.13	$91.13	($42.83)
1020468	$0.00	$91.13	$91.13	($42.83)
1020469	$0.00	$91.13	$91.13	($42.83)
1020470	$0.00	$91.13	$91.13	($42.83)
1020471	$0.00	$91.13	$91.13	($42.83)

Appendix F
Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020472	$0.00	$91.13	$91.13	($42.83)
1020473	$0.00	$91.13	$91.13	($42.83)
1020474	$0.00	$91.13	$91.13	($42.83)
1020475	$0.00	$91.13	$91.13	($42.83)
1020476	$0.00	$91.13	$91.13	($42.83)
1020477	$0.00	$91.13	$91.13	($42.83)
1020478	$0.00	$91.13	$91.13	($42.83)
1020479	$0.00	$91.13	$91.13	($42.83)
1020480	$0.00	$91.13	$91.13	($42.83)
1020481	$0.00	$91.13	$91.13	($42.83)
1020482	$0.00	$91.13	$91.13	($42.83)
1020483	$0.00	$91.13	$91.13	($42.83)
1020484	$0.00	$91.13	$91.13	($42.83)
1020485	$0.00	$91.13	$91.13	($42.83)
1020486	$0.00	$91.13	$91.13	($42.83)
1020487	$0.00	$91.13	$91.13	($42.83)
1020488	$0.00	$91.13	$91.13	($42.83)
1020489	$0.00	$91.13	$91.13	($42.83)
1020490	$0.00	$91.13	$91.13	($42.83)
1020491	$0.00	$91.13	$91.13	($42.83)
1020492	$0.00	$91.13	$91.13	($42.83)
1020493	$0.00	$91.13	$91.13	($42.83)
1020494	$0.00	$91.13	$91.13	($42.83)
1020495	$0.00	$91.13	$91.13	($42.83)
1020496	$0.00	$91.13	$91.13	($42.83)
1020497	$0.00	$91.13	$91.13	($42.83)
1020498	$0.00	$91.13	$91.13	($42.83)
1020499	$0.00	$91.13	$91.13	($42.83)
1020500	$0.00	$91.13	$91.13	($42.83)
1020501	$0.00	$91.13	$91.13	($42.83)
1020502	$0.00	$91.13	$91.13	($42.83)
1020503	$0.00	$91.13	$91.13	($42.83)
1020504	$0.00	$91.13	$91.13	($42.83)
1020505	$0.00	$91.13	$91.13	($42.83)
1020506	$0.00	$91.13	$91.13	($42.83)
1020507	$0.00	$91.13	$91.13	($42.83)
1020508	$0.00	$91.13	$91.13	($42.83)
1020509	$0.00	$91.13	$91.13	($42.83)
1020510	$0.00	$91.13	$91.13	($42.83)
1020511	$0.00	$91.13	$91.13	($42.83)

Appendix F

Phase #1 TIRZ Credit Calculation - 2024-25

Parcel	Base Year Taxes Paid	2023 Taxes Paid[1]	2023 Tax Increment	2024-25 TIRZ Credit
1020512	$0.00	$91.13	$91.13	($42.83)
1020513	$0.00	$91.13	$91.13	($42.83)
1020514	$0.00	$91.13	$91.13	($42.83)
1020515	$0.00	$91.13	$91.13	($42.83)
1020516	$0.00	$91.13	$91.13	($42.83)
1020517	$0.00	$91.13	$91.13	($42.83)
1020518	$0.00	$91.13	$91.13	($42.83)
1020519	$0.00	$0.00	$0.00	$0.00
1020520	$0.00	$0.00	$0.00	$0.00
1020521	$0.00	$0.00	$0.00	$0.00
1020522	$0.00	$0.00	$0.00	$0.00
1020523	$0.00	$0.00	$0.00	$0.00
1020524	$0.00	$91.13	$91.13	($42.83)
1020525	$0.00	$91.13	$91.13	($42.83)
1020526	$0.00	$91.13	$91.13	($42.83)
1020527	$0.00	$91.13	$91.13	($42.83)
1020528	$0.00	$91.13	$91.13	($42.83)
1020529	$0.00	$91.13	$91.13	($42.83)
1020530	$0.00	$91.13	$91.13	($42.83)
1020531	$0.00	$91.13	$91.13	($42.83)
1020532	$0.00	$91.13	$91.13	($42.83)
1020533	$0.00	$91.13	$91.13	($42.83)
1020534	$0.00	$91.13	$91.13	($42.83)
1020535	$0.00	$91.13	$91.13	($42.83)
1020536	$0.00	$91.13	$91.13	($42.83)
1020537	$0.00	$91.13	$91.13	($42.83)
1020538	$0.00	$91.13	$91.13	($42.83)
1020539	$0.00	$91.13	$91.13	($42.83)
1020540	$0.00	$91.13	$91.13	($42.83)
309	**$0.00**	**$27,428.64**	**$27,428.64**	**($12,891.46)**

1- Taxes paid do not Include penalty and interest.

APPENDIX G
PROPOSED IMPROVEMENT AREA #2 ASSESSMENT ROLL

Appendix G-1
Improvement Area #2 Assessment Roll

Parcel	**960071**
Units	**158**
Assessment	**$4,205,000**

Year [1]	Principal	Interest[2]	Administrative Expenses[3]	Total Annual Installment
9/1/25	$59,000	$271,012	$35,000	$365,012
9/1/26	$61,000	$267,210	$35,700	$363,910
9/1/27	$64,000	$263,278	$36,414	$363,692
9/1/28	$68,000	$259,153	$37,142	$364,296
9/1/29	$71,000	$254,771	$37,885	$363,656
9/1/30	$75,000	$250,195	$38,643	$363,838
9/1/31	$78,000	$245,361	$39,416	$362,777
9/1/32	$83,000	$240,334	$40,204	$363,538
9/1/33	$87,000	$234,985	$41,008	$362,993
9/1/34	$92,000	$229,378	$41,828	$363,206
9/1/35	$97,000	$223,448	$42,665	$363,113
9/1/36	$102,000	$217,197	$43,518	$362,715
9/1/37	$108,000	$210,623	$44,388	$363,011
9/1/38	$114,000	$203,662	$45,276	$362,938
9/1/39	$120,000	$196,315	$46,182	$362,496
9/1/40	$127,000	$188,581	$47,105	$362,686
9/1/41	$134,000	$180,396	$48,047	$362,443
9/1/42	$142,000	$171,759	$49,008	$362,768
9/1/43	$150,000	$162,607	$49,989	$362,596
9/1/44	$159,000	$152,940	$50,988	$362,928
9/1/45	$168,000	$142,692	$52,008	$362,700
9/1/46	$178,000	$131,865	$53,048	$362,913
9/1/47	$189,000	$120,393	$54,109	$363,502
9/1/48	$200,000	$108,212	$55,191	$363,403
9/1/49	$212,000	$95,322	$56,295	$363,617
9/1/50	$225,000	$81,658	$57,421	$364,079
9/1/51	$238,000	$67,157	$58,570	$363,727
9/1/52	$253,000	$51,818	$59,741	$364,559
9/1/53	$268,000	$35,512	$60,936	$364,448
9/1/54	$283,000	$18,239	$62,155	$363,394
Total	**$4,205,000**	**$5,276,070**	**$1,419,883**	**$10,900,953**

1 – The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Assessments.
2- Annual Installments are calculated assuming an estimated interest rate of 6.445%.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-2
Improvement Area #2 Assessment Roll

Lot Type				**50 Ft Lots**
Assessment				**$26,614**
Year [1]	**Principal**	**Interest**[2]	**Administrative Expenses**[3]	**Total Annual Installment**
9/1/25	$373	$1,715	$222	$2,310
9/1/26	$386	$1,691	$226	$2,303
9/1/27	$405	$1,666	$230	$2,302
9/1/28	$430	$1,640	$235	$2,306
9/1/29	$449	$1,612	$240	$2,302
9/1/30	$475	$1,584	$245	$2,303
9/1/31	$494	$1,553	$249	$2,296
9/1/32	$525	$1,521	$254	$2,301
9/1/33	$551	$1,487	$260	$2,297
9/1/34	$582	$1,452	$265	$2,299
9/1/35	$614	$1,414	$270	$2,298
9/1/36	$646	$1,375	$275	$2,296
9/1/37	$684	$1,333	$281	$2,298
9/1/38	$722	$1,289	$287	$2,297
9/1/39	$759	$1,242	$292	$2,294
9/1/40	$804	$1,194	$298	$2,295
9/1/41	$848	$1,142	$304	$2,294
9/1/42	$899	$1,087	$310	$2,296
9/1/43	$949	$1,029	$316	$2,295
9/1/44	$1,006	$968	$323	$2,297
9/1/45	$1,063	$903	$329	$2,296
9/1/46	$1,127	$835	$336	$2,297
9/1/47	$1,196	$762	$342	$2,301
9/1/48	$1,266	$685	$349	$2,300
9/1/49	$1,342	$603	$356	$2,301
9/1/50	$1,424	$517	$363	$2,304
9/1/51	$1,506	$425	$371	$2,302
9/1/52	$1,601	$328	$378	$2,307
9/1/53	$1,696	$225	$386	$2,307
9/1/54	$1,791	$115	$393	$2,300
Total	**$26,614**	**$33,393**	**$8,987**	**$68,993**

1 – The 9/30/XX dates represent the fiscal year end for the Improvement Area #2 Assessments.
2- Annual Installments are calculated assuming an estimated interest rate of 6.445%.
4- Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX H
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 ***Edgewood Creek Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of 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.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT a public hearing will be conducted by the City Council of Celina, Texas on January 14, 2025, at or after 4:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Improvement Area #2 of the Edgewood Creek Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed improvements to be undertaken at this time (the "Improvement Area #2 Improvements") include (i) roadway improvements; water improvements; sanitary sewer improvements; storm drainage improvements; and other similar improvement projects; (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Improvement Area #2 Improvements, including administrative costs and the costs of issuing bonds, is approximately $6,320,698.

The boundaries of the District include approximately 246.54 acres of land generally located east of FM 1385, north of FM 428 and south of Mobberly Drive and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Improvement Area #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Improvement Area #2 of the District that benefits from the Improvement Area #2 Improvements, is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Lauren Vaughns
Date:	December 10, 2024
Re:	Collin County Central Appraisal District Board of Directors Election

Action Requested:
Consider and act on Resolution casting votes for election of members to the Collin Central Appraisal District Board of Directors Election. (Stovall)

Background Information:
The City Council is allocated 52 votes for the election of the Collin County Central Appraisal District Board of Directors based on the proportionate share of the City's appraised property values within Collin County. Council may choose to participate in the voting process or abstain from casting votes.

In accordance with Senate Bill 2, the CCAD Board of Directors is transitioning to staggered terms. Last year, all five appointed members of the board were elected to one-year terms to initiate this process.

This year, all five appointed positions are open for election. Following the election, during the CCAD Board's January 2025 meeting, the newly elected members will "draw lots" to determine the length of their terms as required by SB 2:

- Three members will serve three-year terms.
- Two members will serve one-year terms.

This staggered approach will result in annual elections moving forward, as publicly elected members will also follow the same procedure.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Nominations & Ballot

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends that Council discuss and determine whether to participate in this year's election.

Collin Central Appraisal District Board of Directors Election

City Council Meeting
December 10, 2024



Collin Central Appraisal District Board of Directors Election

In accordance with Section 6.03(g) of the State Property Tax Code the City Council may cast votes for the Board of Directors of the CCAD

City Council is allocated 52 votes for this election

Council may cast all votes for one candidate or distribute votes among any number of the candidates

QUESTIONS?

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS VOTING FOR A CANDIATE OR CANDIDATES FOR THE BOARD OF DIRECTORS FOR ELECTION OF COLLIN CENTRAL APPRAISAL DISTRICT.

WHEREAS, the City of Celina (the "City") is allotted 52 votes to cast in the election of the Board of Directors for the Collin Central Appraisal District; and

WHEREAS, the City Council may vote for 1 to 14 candidates.

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

SECTION 1: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2: The City Council hereby casts its votes for the following candidate(s) to the Collin Central Appraisal District Board of Directors:

SECTION 5: This Resolution shall be in force and effect immediately upon final passage, and it is so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of November 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

Collin Central Appraisal District

2025
COLLIN CENTRAL APPRAISAL DISTRICT
BOARD OF DIRECTOR'S NOMINATIONS

ALVIN BENTON	Nominated by the Frisco ISD. Resides in Frisco, TX.
LISA BIDDLE	Nominated by the City of Anna. Resides in Anna, TX
MARVIN BOBO	Nominated by the Lovejoy ISD. Resides in Lucas, TX.
LINDSAY BUHLER	Nominated by the City of Sachse. Resides in Sachse, TX.
AL ELY	Nominated by Plano ISD. Resides in Plano, TX.
RICHARD GRADY	Nominated by the City of Plano. Resides in Plano, TX. Current Board member.
ROBERT HALLBERG	Nominated by City of Anna. Resides in Anna, TX.
MICHELLE HOWARTH	Nominated by the City of Sachse. Resides in Sachse, TX.
BRIAN MANTZEY	Nominated by the City of McKinney. Resides in McKinney, TX. Current Board member.
SKIP MIDDLETON	Nominated by the City of Frisco. Resides in Frisco, TX.
LEE MILLER	Nominated by the City of Anna. Resides in Anna, TX.
SHERI SACHS	Nominated by the City of Anna. Resides in Anna, TX.
JERRY TARTAGLINO	Nominated by Plano ISD. Resides in Parker, TX.
VERONICA YOST	Nominated by City of Allen & Allen ISD. Resides in Allen, TX. Current Board member.

Collin Central Appraisal District

OFFICIAL BALLOT

ISSUED TO: **Celina City** NUMBER OF VOTES: **52**

FOR: **BOARD OF DIRECTORS, COLLIN CENTRAL APPRAISAL DISTRICT, TERM BEGINNING JANUARY 1, 2025.**

NOMINEES	VOTES
ALVIN BENTON	
LISA BIDDLE	
MARVIN BOBO	
LINDSAY BUHLER	
AL ELY	
RICHARD GRADY	
ROBERT HALLBERG	
MICHELLE HOWARTH	
BRIAN MANTZEY	
SKIP MIDDLETON	
LEE MILLER	
SHERI SACHS	
JERRY TARTAGLINO	
VERONICA YOST	

October 24, 2024

Marty Wright

Marty Wright, Chief Appraiser

Section 6.03 (g) of the State Property Tax Code requires the above action be taken by resolution, therefore, please attach a copy of the resolution to this ballot and return to the chief appraiser, at 250 Eldorado Pkwy., McKinney, Texas 75069, before December 15, 2024, **except taxing units with 250 or more votes.**

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Lauren Vaughns
Date:	December 10, 2024
Re:	Denton County Central Appraisal District Board of Directors Election

Action Requested:
Consider and act on Resolution casting votes for election of members to the Denton County Central Appraisal District Board of Directors Election. (Stovall)

Background Information:
The City Council is allocated 10 votes for the Denton County Central Appraisal District Board of Directors election based on the proportionate share of the City's appraised property values within Denton County. Council may choose to participate in the voting process or abstain from casting votes.

The City Council may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the chief appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January 2025.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Resolution
3. Nominations & Ballot

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends that Council discuss and determine whether to participate in this year's election.

Denton Central Appraisal District Board of Directors Election

City Council Meeting
December 10, 2024



Denton Central Appraisal District Board of Directors Election

In accordance with Section 6.03(g) of the State Property Tax Code the City Council may cast votes for the Board of Directors of the CCAD

City Council is allocated 10 votes for this election

Council may cast all votes for one candidate or distribute votes among any number of the candidates

QUESTIONS?

RESOLUTION NO. 2024-___R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS VOTING FOR A CANDIATE OR CANDIDATES FOR THE BOARD OF DIRECTORS FOR ELECTION OF DENTON CENTRAL APPRAISAL DISTRICT.

WHEREAS, the City of Celina (the "City") is allotted 10 votes to cast in the election of the Board of Directors for the Denton Central Appraisal District; and

WHEREAS, the City Council may vote for 1 to 10 candidates.

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

SECTION 1: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2: The City Council hereby casts its votes for the following candidate(s) to the Denton Central Appraisal District Board of Directors:

SECTION 5: This Resolution shall be in force and effect immediately upon final passage, and it is so resolved.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 10th day of November 2024.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: Denton County Taxing Units

FROM: Don Spencer, Chief Appraiser

DATE: October 23, 2024

SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. Since December 15th falls on a Sunday this year, this means resolutions must be received by close of business on Friday, December 13th. The Distribution of Votes for each voting unit is included with this letter. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become members of the Denton CAD Board of Directors in January of 2025.

The candidates nominated by the taxing units are:

Candidate	Nominating Unit
1. Rob Altman	*City of Frisco, City of The Colony, Denton County, City of Roanoke Town of Northlake*
2. Henry Benjamin III	*Frisco ISD*
3. Alex Buck	*City of Highland Village, Denton County, City of Lewisville, City of Southlake*
4. Vicki Byrd	*City of Denton*
5. Bryan Dodson	*Frisco ISD*
6. Jared Eutsler	*City of Corinth*
7. Sean Frank	*Frisco ISD*
8. Mike Hennefer	*City of Carrollton, City of The Colony, Denton County, C-FB ISD*
9. Ray Martin	*Town of Providence Village, City of The Colony, City of Corinth, City of Lewisville, City of Coppell, City of Southlake*
10. Ann Pomykal	*Denton County, City of Lewisville, City of Southlake*
11. Sandeep Sharma	*Town of Flower Mound*
12. Charles Stafford	*Denton ISD, City of Denton, City of Southlake, Pilot Point ISD*
13. Osiris Wade	*Frisco ISD*
14. Bruce Yeager	*Ponder ISD*
15. **David Terre	*Nominated by City of Denton* Does not desire to be re-elected

Bio sheets on each candidate have been requested and are being gathered. If you would like further information on one(or more) of the candidates, please contact Misty Baptiste she will forward those information sheets to you as soon as they are available.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 or misty.baptiste@dentoncad.com for clarification and/or information.