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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, FEBRUARY 11, 2025
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. Downtown Code Discussion

B. Discussion of expansion of the Uptown Municipal Utility District

C. Foley Pools Facilities Agreement.

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

D. Discussion regarding Downtown land acquisition.

E. Discussion regarding Project Granite.

F. Discussion regarding incentive application for a business located at 206 N Louisiana Street

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

G. Discussion regarding the purchase of property at 601 S Ohio St

H. Discussion regarding the purchase of property at 502 N Illinois St

I. Choate ROW property settlement for 1414 Choate Parkway

Reconvene into Open Session at 6:00 PM to consider and take action, if any, on matters discussed during Executive Session.

J. Consider and act upon a resolution to authorize the purchase of property at 502 N Illinois St

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Celina High School Football Team proclamation (Tubbs)

B. Proclamation honoring Detective Martinez (Tubbs)

C. Introduction of new Library Director. (Walsh)

D. Gift Tour check presentation (Thomas)

E. CEDC updates (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the structure of future debt issuances for Capital Improvement Projects. (Stovall)

B. Discussion of proposed policy for Neighborhood Integrity Program. (Kearney)

C. Discussion regarding the Downtown Code (McAfee)

D. Discussion regarding School Championship Recognition Policy. (Ranc)

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 and EDC Joint Meeting- Work Session Meeting- January 13, 2025, 3:00 p.m.
2. City Council- Regular Meeting- January 14, 2025, 5:00 p.m.
3. City Council- Special Meeting- January 28, 2025, 5:30 p.m.

B. Consider and act upon an amendment to the Development Agreement (6^{th} Amendment) with TMTB Uptown, LLC, on approximately 145 acres of land for the Ranch at Uptown, generally located east and west of FM 455 and approximately 1,200 feet south of J Fred Smith Parkway, within the City Limits. (Toll Brothers & Taylor Morrison Architecture (Uptown) – Development Agreement. (McAfee)

C. Consider and act upon an amendment to the Development Agreement (1st Amendment) with Toll Southwest, LLC, on approximately 91 acres of land, generally located at the northeast corner of Legacy Drive and Clear Creek Parkway, within both the Extraterritorial Jurisdiction (ETJ) and the City Limits. (Toll Brothers Architecture (Legacy Branch) – Development Agreement) (McAfee)

D. Consider and act to approve a guaranteed maximum price for the construction of Fire Station #4 to Crossland Construction for an amount not to exceed $250,000.00. (Brawner)

E. Consider and act upon a Resolution ordering and calling a General Election for the purpose of electing a Councilmember for Place 1 and a Councilmember for Place 6 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 3, 2025. (Vaughns)

F. Consider and act to authorize a contract amendment with CobbFendley for the Smiley Road Alignment Study to conduct a hydraulic study to an amount not to exceed $25,110.00. (Glasgow)

G. 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)

H. Consider and act on a Resolution to approve the proposed cybersecurity mitigation project for submittal to the Texas Public Safety Office's (PSO) State and Local Cybersecurity grant program. (Alexander)

I. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Legacy Celina Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's March 11, 2025 meeting. (Stovall)

J. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Celina 241 Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's March 11, 2025 meeting. (Stovall)

K. Consider and act to authorize the purchase Rapid7 Managed Threat Complete from Solid Border through a cooperative contract with the Texas Department of Information Resources in an amount not to exceed $95,385.00. (Alexander)

L. Consider and act to authorize the execution of a contract with Kaitlin Kent Enterprises Incorporated to complete roadway pavement services through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $51,193.80. (Figueroa)

M. Consider and act to authorize the purchase of a Type 1 Ambulance from various vendors, through cooperative contracts in an amount not to exceed $527,810.53. (White)

N. Consider and act to purchase medical supplies and pharmaceuticals through an Interlocal Contract with Bound Tree Medical Supply in an amount not to exceed $106,000.00. (Berry)

O. Consider and act to authorize vehicle repairs and maintenance through an Interlocal Contract from Siddons-Martin Emergency Group in an amount not to exceed $80,000.00 (White)

P. Consider and act to purchase uniforms for the Fire Department from Galls, LLC through a cooperative contract with TXShare for an amount not to exceed $100,000.00. (White)

Q. Consider and act to authorize the purchase of a 2025 Chevrolet Tahoe and outfitting for the Fire Department from various vendors on cooperative agency contracts in an amount not to exceed $70,396.96. (White)

R. Consider and act to authorize an Interlocal Agreement with the Town of Prosper for Coit Road Construction from Frontier Parkway to Marigold Lane. (Brawner)

S. Review and acceptance of the Quarterly Investment Report for the period ended December 31, 2024. (Bromiley)

T. Consider and act upon a Resolution approving and authorizing the Mayor to execute the Interlocal Cooperative Agreement between the City and Mustang Special Utility District in connection with the Sutton Fields East Public Improvement District Phase #2 and resolving other related matters. (Stovall)

U. Consider and act upon authorizing an amendment to the employment agreement for City Manager Robert Ranc. (Gartner)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto Repair, Minor use on approximately 1 acre; generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, within the City Limits. (Mavis Tires & Brakes – Specific Use Permit) (Mohan)

B. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuels Sales use on approximately 2 acres; generally located at the northeast corner of Preston Road and Glendenning Parkway, within the City Limits. (Murphy USA – Specific Use Permit) (Mohan)

IX. ACTION ITEM:

A. Consider and act upon a Resolution ordering and calling a Special Election to be held on May 3, 2025, for the purpose of submitting to the qualified voters of the City of Celina, Texas, certain proposed amendments to the existing City Charter; designating the places at which said election is to be held; appointing the early voting clerk; making provisions for notice and publication of the election; and providing for an effective date. (Vaughns)

B. Consider and act upon an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed $50,000. (Ranc)

C. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #2 Improvements to be financed within Phase #2 of the Sutton Fields East Public Improvement District; approving an updated preliminary service and assessment plan, including a proposed Phase #2 Assessment Roll; directing the filing of the proposed Phase #2 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on March 11, 2025, to consider an ordinance levying assessments on property located within Phase #2 of the Sutton Fields East Public Improvement District. (Bromiley)

D. Consider and act to authorize Amendment 2 to add the Guaranteed Maximum Price (GMP) for the construction of the Downtown Center building through the Construction Manager At Risk, Swinerton, in the amount of $59,050,752.00 (Brawner)

E. Consider and act to authorize a cost share agreement with the Parks at Wilson Creek for the oversizing of a waterline from 8-inch to 18-inch, the oversizing of a wastewater line from an 18-inch to 24-inch, the construction of E Sunset Boulevard extending from Roseland Parkway to Deer Park Way, and the construction of Roseland Parkway from E Sunset Boulevard to Big Bend Lane in an amount not to exceed $5,528,817.65 (Glasgow)

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."

_____

Jeovanna Rubio, TRMC
Assistant 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:	Karla Stovall
Date:	February 11, 2025
Re:	Future Debt Issuances (Stovall)

Action Requested:
Discussion regarding the structure of future debt issuances for Capital Improvement Projects. (Stovall)

Background Information:
At the November 12th meeting, City Council provided approval of the Five-Year Capital Improvement Program (CIP). This direction to staff provides for the continuance of the 2025 CIP projects through a certificate of obligation bond issue for 2025.

Staff were directed to provide City Council additional information regarding the options of a future issuance (General Obligation/Certificate of Obligation), with bond election timelines.

Legal Review:

Supporting Documents:
1. Staff Presentation

Financial Consideration:

Staff Recommendation:

FUTURE DEBT ISSUANCE: GENERAL OBLIGATION & CERTIFICATE OF OBLIGATION

February 11, 2025



PURPOSE

- At the November 2024 City Council meeting, City Council provided approval of the Five-Year Capital Improvement Program (CIP). This direction to staff provides for the continuance of the 2025 projects through a certificate of obligation issue for 2025.

- Staff were directed to provide City Council additional information regarding the options of a future issuance (GO/CO), and bond election timelines.

- Staff has identified three potential options for future bond issuances:
  - Certificate of Obligation (CO) Only
  - General Obligation (GO) Bond Only
  - General Obligation and Certificate of Obligation (Combined Issuance)

OPTION A – CERTIFICATE OF OBLIGATION BOND ONLY

- No voter approval required for the issuance of Certificates of Obligation (Cos) – Council approval is required.
- Cities can seize time-sensitive opportunities, like favorable interest rates or the availability of a property for purchase, without the delays associated with voter approval.
- Cities often use COs to fund essential infrastructure projects, such as street improvements, water and wastewater system improvements, and public safety facilities.
- COs allow cities to quickly respond to emergencies or unforeseen circumstances, such as natural disasters or infrastructure failures, without having to wait for a public election.
- Celina's practice to date has been to perform bond issuances using COs.

OPTION B - GENERAL OBLIGATION BOND ONLY

- General Obligation (GO) Bonds are approved through a general election of the City's voters.
- A GO bond proposition allows voters to approve raising the I&S tax rate to allow for the construction of projects beyond the City's current debt capacity. GO bonds can also be issued based on the City's existing debt capacity, which would not affect the tax rate.
- Cities often appoint a GO bond committee composed of interested residents to review and recommend projects for a specific GO bond issuance.
- If a GO bond proposition(s) is approved by voters, the City could issue the authorized debt over a period years. It is not required to issue the entire authorization amount in one year or immediately following the authorization.
- If a GO proposition is not approved by voters, there is a 3-year prohibition of issuing COs for projects included in the failed proposition.
- There is no restriction on the City holding an election for considering GO Bond projects annually for voter consideration.

OPTION C – GO & CO BONDS - COMBINATION

- A hybrid approach which separates projects into critical infrastructure/public safety and quality of life categories.
- COs would finance critical infrastructure and public safety projects. It is important to not that water/wastewater infrastructure projects are issued via revenue bonds backed by the City's water rate. Revenue bonds require Council approval.
- GO bonds would finance quality of life projects, such as parks, recreation centers, and certain types of public facilities.
- A GO bond committee would be used to recommend projects for the GO bond issuance.
- If Option C is preferred, Council would need to identify which projects are considered critical infrastructure and which projects are considered quality of life/non-essential.

TYPES OF PROJECTS

City Facilities
- Parks Administration Building (25/26)
- Public Works Service Center Parking Lot (26)
- Public Works Fuel Center
- Public Works Administration Building Phase I
- Downtown Recreation Center*
- Public Works Administration Building Phase II*

Parks
- Downtown Square Reconstruction*
- OCP Turf Conversion
- Ousley Park Phase III-B and Phase IV (25/26)
- Wilson Creek Park Phase II (25/26)
- Wilson Creek Park Phase III, Phase IV, and Phase V*
- Downtown Square Reconstruction Phase II*

Public Safety
- Emergency Sirens
- Emergency Services Dispatch Center (26)
- Fire Station #5 (including apparatus)
- Fire Truck #2 – Ladder
- Permanent Fire Station #2 (26)
- Secondary Fire Station #1 – Fire Truck
- Fire Administration Building/EOC*
- Northwest Police Substation*
- Southwest Police Substation*
- Police Headquarters Phase III*
- Police Weapons Range*

*Projects not part of FY 2025 – 2029 Adopted CIP

TYPES OF PROJECTS (CONT.)

Information Technology

- Annual Fiber Allocation (25/26)
- Audio/Video Refresh
- Camera Refresh
- CID Storage Refresh
- Data Center Refresh
- Downtown WiFi Expansion (25)
- IT Enterprise – Facilities Upgrades
- Network/Firewall Refresh
- Primary Data Center Refresh
- Traffic Management Center
- Wireless Network Refresh

Roadway/Stormwater

- Annual Street Maintenance (25/26)
- Construction Equipment
- School Zones
- Traffic Signals
- Annual Stormwater Maintenance
- 35 Roadway Projects identified in FY 2025 – 2029 CIP

Water/Wastewater*

- 17 Water Projects identified in FY 2025 – 2029 CIP
- 10 Wastewater Projects identified in FY 2025 – 2029 CIP

*Projects funded by revenue bonds backed by water rates

FINANCIAL CONSIDERATIONS

Project Cost and Bond Capacity

- Estimated Cost of Public Safety/Roadway Projects (starting in 2027) - $147,609,172
- Estimated Cost of Quality of Life/Non-Essential Projects (starting in 2027) - $179,056,234
- Estimated Cost for All Projects (starting in 2027) - $326,665,406
    - New projects will be identified as part of CIP update prior to potential GO bond issuance
- Estimated Debt Capacity (2027 – 2031) – Approx. $525 million

Additional Sources of Funds

- Impact Fees – Roads and Water/Wastewater
- Type B Sales Tax (CDC) – Approx. $34 million in debt capacity from 2027 - 2031

NOV 25 GENERAL OBLIGATION BOND ELECTION:

GO Bond Committee Selection: March 11, 2025

GO Bond Committee

- Meetings: April – June 2025

City Council

- Bond Committee recommendation to City Council July 8, 2025 (regular City Council meeting)
- Considers adoption of Ordinance calling November 2025 election - August 12, 2025 (regular City Council meeting)

Election – November 4, 2025

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

MAY 26 GENERAL OBLIGATION BOND ELECTION:

GO Bond Committee Selection: September 2025

GO Bond Committee

- Meetings: October 2025 – December 2025

City Council

- Bond Committee recommendation to City Council – January 13, 2026 (regular City Council meeting)
- Considers adoption of Ordinance calling May 2026 bond election – February 10, 2026 (regular City Council meeting)

Election – May 2, 2026

- Last day to register to vote April 2, 2026
- City Staff posts notice of election no later than April 10, 2026
- Early Voting begins April 20, 2026
- Early Voting ends April 28, 2026
- Election Day May 2, 2026

STAFF QUESTIONS

1. Does City Council have any questions as it relates to Option A (GO), Option B (CO) or Option C (GO/CO)?

2. Which option does City Council recommend to City staff?

3. If Option C is preferred, which projects should be considered for the CO issuance and which project should be considered for the GO issuance?

4. If the GO issue option is approved, staff recommends the first GO bond election be held in May 2026. Does CC prefer a bond election in November 2025, May 2026, or later?

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Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Bradley Kearney, Strategic Services Director
CC:	Robert Ranc, City Manager
Intiated by:	Brad Kearney
Date:	February 11, 2025
Re:	Neighborhood Integrity Program Policy (Kearney)

Action Requested:
Discussion of proposed policy for Neighborhood Integrity Program. (Kearney)

Background Information:
In May 2024, City Council requested to amend the guidelines for the Neighborhood Integrity Program (NIP) and establish a formal policy for the program. City staff has drafted a policy based on the feedback provided by City Council in May and the Keep Celina Beautiful (KCB) Board in June. The purpose of this discussion item is to present staff's proposed policy and receive additional feedback from City Council.

The purpose of the NIP is to provide grants to homeowner associations (HOAs) to support neighborhood projects that improve the City's physical and aesthetic conditions, enhance the City's unique identity, improve the quality of life for residents, and/or create opportunities for community connection. The program was implemented in fiscal year (FY) 2022 and has invested more than $175,000 in neighborhood projects.

The key points of the policy are:

- The program is focused on established neighborhoods, but newer neighborhoods are not excluded.
- Developer-controlled HOAs are excluded from participation.
- Projects must be physical improvements or additions that are located on public property or HOA property that are visible and accessible from a public street or right-of-way (access may not be physically restricted).
- Projects must provide a public benefit to a significant number of residents.

- Projects with a value of less than $15,000 do not require a match from the HOA.
- Projects with a value of $15,000 or more require a one-to-one match from the HOA.
- The grant is a reimbursement once the project has been completed and paid by the HOA.
- Projects must be completed within 24 months.
- An HOA that receives a grant is ineliglbe to apply in the next grant cycle.
- An HOA that receives a grant is ineligible to apply for another grant until the grant-funded project is complete.
- The Keep Celina Beautiful (KCB) Board will evaluate all applications using objective scoring criteria (Exhibit A of the policy) and make a recommendation to City Council.
- City Council will consider the recommendation of the KCB Board and award grants at its discretion.

City staff is seeking feedback and direction from City Council on this policy. Are there any other goals for this program that City Council would like to incorporate? Are there any criteria or restrictions that need to be adjusted? Are there any criteria or restrictions that need to be included?

Upon Council's direction, staff will present an updated draft of the policy to the KCB Board and return to the March City Council Meeting with an updated policy for Council's consideration.

Legal Review:
N/A

Supporting Documents:
1. Neighborhood Integrity Program Policy Presentation
2. Neighborhood Integrity Program Policy

Financial Consideration:
City Council allocates funding for the Neighborhood Integrity Program each year through the City's budget process.

Staff Recommendation:
N/A

NEIGHBORHOOD INTEGRITY PROGRAM POLICY

City Council Meeting
February 11, 2025



BACKGROUND

- Program implemented in FY 2022
- Purpose: to support neighborhood projects that improve the City's physical and aesthetic conditions, enhance the City's unique identity, improve the quality of life for residents, and/or create opportunities for community connection
- Keep Celina Beautiful (KCB) Board reviews applications and recommends grant recipients to City Council for consideration
- Funding source: water tower lease fees for telecommunications (Integrity Fund)
- To date, the City has invested more than $175,000 across 5 HOAs
- Council requested to establish a policy for the Neighborhood Integrity Program
  - Previously, the program was administered through a set of guidelines
  - Council provided feedback to staff to incorporate into a policy
  - Staff requested feedback from the Keep Celina Beautiful Board

POLICY GOALS

- Focus program toward more established neighborhoods
- Projects must be publicly visible and accessible
- Require matching funds for larger projects
- Require projects to be completed within 24 months
- Establish objective criteria to evaluate projects
- Provide opportunities for a variety of neighborhoods to participate

ELIGIBILITY

- HOAs registered with the City are eligible to participate
- HOAs controlled by the developer are not eligible to participate

Projects

- Located in the City on publicly accessible and visible property
  - May be located on HOA property; may not physically restrict access
- Physical improvements or additions
- Supported by the HOA Board
- Significant public benefit

MATCHING FUNDS

- Projects with a value less than $15,000 do not require matching funds
  - Promote participation of smaller HOAs
  - Promote smaller beautification projects
- Projects with a value of $15,000 or more require the HOA to match grant funds one-to-one
  - Require HOA participation for large-scale projects

OTHER REQUIREMENTS

- Projects must be completed within 24 months
- HOA is responsible for maintenance
- Any cost overruns are the responsibility of the HOA
- The HOA manages the project, pays all invoices, and is reimbursed by the City upon completion

RESTRICTIONS

- HOAs may not receive grants in consecutive years (ineligible to apply the year following a grant award)
  - Promotes providing grants to a variety of different HOAs
  - The City has received applications for phased projects in the past, which would not be allowed under this policy
- HOAs may not receive more than one grant at a time (ineligible to apply until all prior grant-funded projects are complete)

GRANT CYCLE

Applications Open	April 1
Voluntary Pre-Application Review	May 1 – May 31
Application Deadline	June 15

SELECTION PROCESS

- KCB reviews applications based on scoring criteria
- KCB makes a recommendation for projects and funding levels
- City Council considers and acts upon KCB’s recommendation and the grant requests

SCORING CRITERIA

Neighborhood Maturity / Status	**30.0**
Older Neighborhoods: 20 years and older	30.0
Moderately Aged Neighborhoods: 10 – 19 years in age	15.0
New Neighborhoods: Less than 10 years in age	0.0
Public Benefit	**30.0**
High Public Benefit: significant, positive impact on a large portion of the community.	30.0
Moderate Public Benefit: Noticeable positive impact on a moderate portion of the community.	15.0
Low Public Benefit: Limited positive impact on a small portion of the community.	0.0
Project Sustainability	**20.0**
High Sustainability: Project is designed to be long-lasting with minimal ongoing costs.	20.0
Moderate Sustainability: Project has a reasonable lifespan with some ongoing costs.	10.0
Low Sustainability: Project has a short lifespan or high ongoing costs.	0.0
Innovation and Creativity	**20.0**
High Innovation and Creativity: Project introduces new and creative ideas or solutions.	20.0
Moderate Innovation and Creativity: Project shows some creative or innovative aspects.	10.0
Low Innovation and Creativity: Project relies on conventional approaches with little to no creativity.	0.0

TIMELINE

- February 20 – KCB Board to consider recommending final policy to City Council
- March 11 – Council to consider adoption of policy
- April 1 – Applications open
- May 1 – May 31 – Pre-Application Review with HOAs
- June 15 – Application Deadline
- July – KCB to score applications and make recommendation
- August – Council to consider KCB's recommended grant recipients

FEEDBACK

- Are there any other goals for this program that Council would like to incorporate?
- Are there any criteria, requirements, or restrictions that need to be adjusted?
- Are there any criteria, requirements, or restrictions that have not been included?

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NEIGHBORHOOD INTEGRITY PROGRAM

The Neighborhood Integrity Program (NIP) provides grants to homeowner associations (HOAs) to support neighborhood projects that improve the City's physical and aesthetic conditions, enhance the City's unique identity, improve the quality of life for residents, and/or create opportunities for community connection. Projects must provide a public benefit that promotes stronger, safer, and healthier communities.

PROGRAM POLICY

Eligible Organizations

Homeowner associations (HOAs) registered with the City of Celina are eligible for the Neighborhood Integrity Program, except for developer-controlled HOAs. The program is particularly focused on established neighborhoods.

Individual residents, nonprofits, and businesses are not eligible to participate.

Eligible Projects

Projects must meet the following criteria:

- Located in the city limits of Celina;
- Visible and accessible from a public street or other right-of-way;
- Located on publicly accessible property, including public property/right-of-way (may require specific permission or permits) and HOA property (may not physically restrict access through fence and gate or other means);
- Physical improvements or additions;
- Provide a public benefit to a significant number of residents;
- Documented support from the HOA Board in the form of an official action by the Board in support of the project and grant; and
- Comply with City of Celina codes and policies, as well as applicable federal, state, and other local laws.

Ineligible Projects

- General or ongoing maintenance that should be funded through an HOA's operating budget.
- Amenities included in a developer's approved plans for a community.
- Events or educational programs.
- Projects in conflict with the City's capital improvement program or master plans.

Matching Funds Requirement

For projects with a value less than $15,000, applicants are not required to provide matching funds.

For projects with a value of $15,000 or more, applicants are required to match the City's grant funds 1-to-1. This means that for every dollar the City provides in a grant, the HOA must spend the same amount on the project. For example, if a project is $20,000, the City would provide a $10,000 grant, and the HOA would contribute $10,000 to the project.

Participation Requirements

Participants are responsible for the following:

- Provide all required information in the application, including but not limited to project scope, site plans, materials, and quotes.
- Execute an agreement with the City, detailing the obligations of the City and the applicant.
- Manage the project to completion, including but not limited to obtaining permits, selecting a contractor, paying invoices, and accepting the project at completion.
- Submit all invoices, proof of payment, and other documentation to the City for reimbursement upon completion of the project.
- Provide for the ongoing maintenance of the improvements (the City will not provide funds for maintaining improvements).
- Pay for any project costs that exceed the total project costs identified in the executed agreement between the City and the participant.
- Complete the project within 24 months of the effective date of the agreement. Failure to meet this deadline will result in the termination of the agreement and forfeiture of any remaining funds. Requests for extensions must be submitted to the City in writing and will be considered on a case-by-case basis. Extensions require an amendment to the agreement approved by City Council.

Restrictions

- The project may not begin and expenses may not be incurred prior to the effective date of the agreement between the City and the participant.
- Any changes to the approved project scope in the agreement must be approved by City Council through an amendment to the original agreement. Unauthorized changes to the project scope will result in the immediate termination of the agreement.
- An HOA that received a grant in the previous year is not eligible to apply for a new grant in the next grant cycle.
- An HOA may not apply for a new grant until all prior grant-funded projects are completed.

Grant Cycle

Applications Open	April 1
Voluntary Pre-Application Review	May 1 – May 31
Application Deadline	June 15

Selection Process

- Applicants may contact lifeconnected@celina-tx.gov during the voluntary pre-application review period to discuss their application with staff to ensure that all documentation and information is provided by the application deadline.
- City staff will compile and review all applications. Staff may follow-up with applicants for additional information.
- The Keep Celina Beautiful Board will review, discuss, and score each application. Scoring will be based on the scoring criteria in Exhibit A.
- The Keep Celina Beautiful Board will recommend projects and funding to City Council for consideration.
- City Council will consider the recommendation of Keep Celina Beautiful Board and approve the final projects and funding levels at a regular City Council meeting.
- The City will execute agreements with each HOA for their specific project.

Conditions

- The Neighborhood Integrity Program is conditional upon annual budget appropriation by City Council.
- City Council reserves the right to exercise discretion in making funding decisions for projects that provide a significant public benefit. This may include funding projects that do not meet all of the requirements of this policy or that may be scored lower by the Keep Celina Beautiful Board.

Exhibit A
Neighborhood Integrity Program Scoring Criteria

1. Neighborhood Maturity / Status	**30.0**
Older Neighborhoods: 20 years and older	30.0
Moderately Aged Neighborhoods: 10 – 19 years in age	15.0
New Neighborhoods: Less than 10 years in age	0.0
2. Public Benefit	**30.0**
High Public Benefit: significant, positive impact on a large portion of the community.	30.0
Moderate Public Benefit: Noticeable positive impact on a moderate portion of the community.	15.0
Low Public Benefit: Limited positive impact on a small portion of the community.	0.0
3. Project Sustainability	**20.0**
High Sustainability: Project is designed to be long-lasting with minimal ongoing costs.	20.0
Moderate Sustainability: Project has a reasonable lifespan with some ongoing costs.	10.0
Low Sustainability: Project has a short lifespan or high ongoing costs.	0.0
4. Innovation and Creativity	**20.0**
High Innovation and Creativity: Project introduces new and creative ideas or solutions.	20.0
Moderate Innovation and Creativity: Project shows some creative or innovative aspects.	10.0
Low Innovation and Creativity: Project relies on conventional approaches with little to no creativity.	0.0
Total	**100.0**

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Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	February 11, 2025
Re:	Discussion regarding the Downtown Code (McAfee)

Action Requested:
Discussion regarding the Downtown Code (McAfee)

Background Information:
The City Council requested staff to lead a discussion on land use within the Downtown Code. A land use summary was presented to the Planning & Zoning Commission at its regular meeting in January. The summary and P&Z feedback are included in the attached Staff Presentation. After discussion and direction from City Council, the next steps include a public hearing at the P&Z and City Council for updates and adoption.

Legal Review:

Supporting Documents:
1. Staff Presentation

Financial Consideration:

Staff Recommendation:
N/A

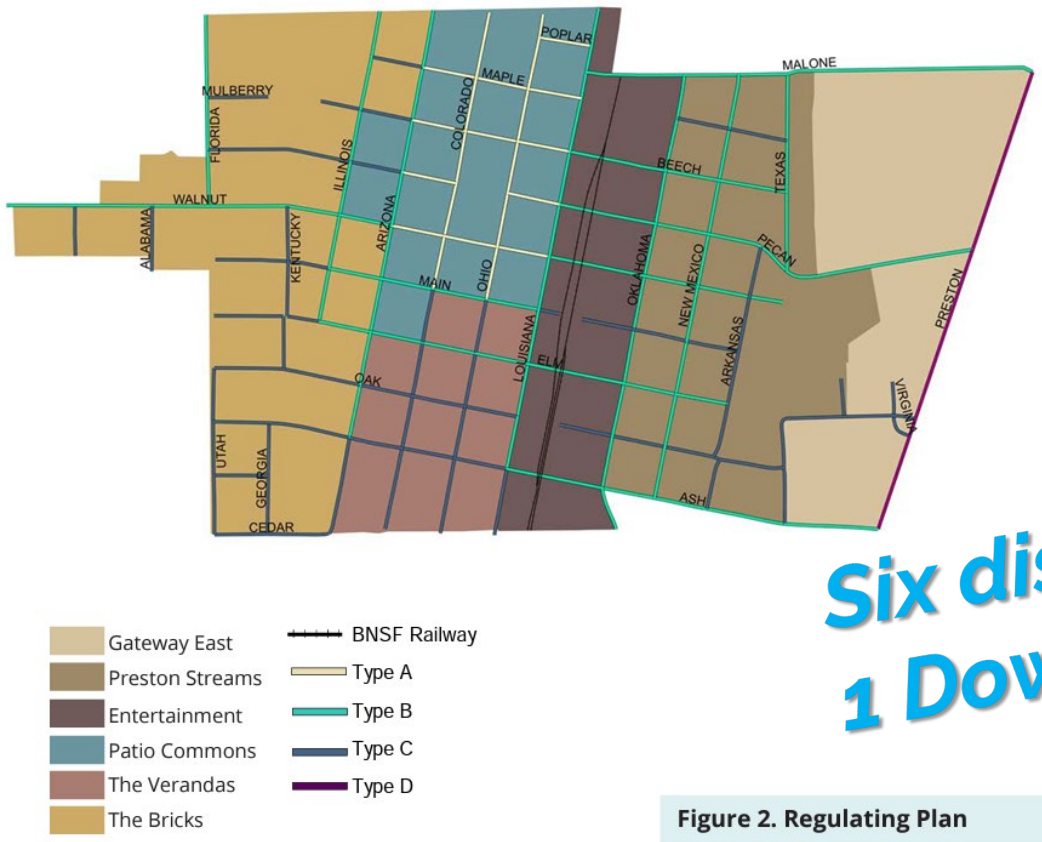
DOWNTOWN CODE DISCUSSION

City Council – Worksession
February 11, 2025



OVERVIEW

- Council directed Staff to begin a discussion on land use within downtown at its December work session
- Council also requested an update to the Downtown Master Plan to begin thereafter



Six districts. 1 Downtown.

Figure 2. Regulating Plan

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.

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
- Strategically deregulates certain standards, eliminating barriers to entry for new businesses
- Zoned all of downtown to ensure consistency & compatible design (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.

(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

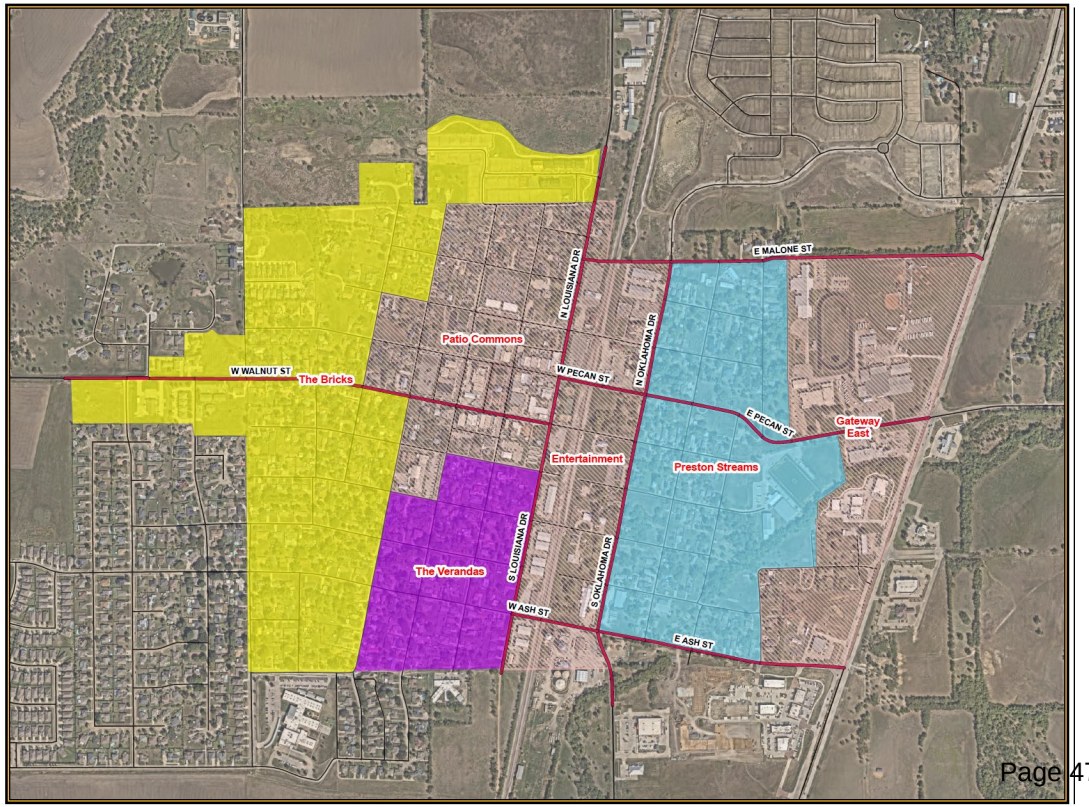
- Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.
- Where uses consistent with the Vision are loud or could otherwise interfere with residential 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.

LAND USE SUMMARY

- Downtown has 3 districts (Patio Commons, Entertainment District, Gateway East) that are well-suited for continued commercial development
- Downtown has 3 districts (Verandas, Bricks, Preston Streams) that are more neighborhood-based today
- Preston Streams only allows non-residential along its larger corridors (Pecan, Ash, Malone, Oklahoma)
- Non-residential that could interfere with residential living triggers an SUP in other residential neighborhoods (Bricks, Verandas)

LAND USE OPTIONS (CORRIDORS)

- Limit non-residential land uses to properties along major corridors when within the 3 residential districts of downtown
- Provides predictability
- Protects neighborhoods
- Would need to define tolerance level for non-residential intensity



LAND USE OPTIONS (SUP)

- Clearly require an SUP for non-residential land uses in the 3 residential districts of downtown that are not along major corridors
- Existing language regarding performance impacts can provide guidance to the applicant and help inform staff recommendation
- P&Z and Council can address remaining concerns by customizing and conditioning the SUP (screening, hours of operation, landscaping, etc.), or also *deny* the SUP application
- Allows greater neighborhood input on specific requests
- Encourages applicants to proactively reach out to neighbors for discussion and to answer questions
- Limits interpretation burden on staff

LAND USE OPTIONS (OTHER)

- Prohibit all non-residential land uses in 3 residential districts
- Many properties already had commercial zoning prior to the Downtown Code and thus have "down-zoning" protections by law
- A sweeping prohibition of non-residential land uses would be contrary to the Downtown Master Plan, which envisioned thoughtful conversions of homes

- *Status-quo: maintain existing land use regulations*

PLANNING & ZONING COMMISION (P&Z)

- P&Z favored the corridor approach, limiting non-residential land uses when within the 3 neighborhoods
- P&Z favored a strict application of the existing SUP language in order to protect neighborhoods
- P&Z acknowledged how only 1 home converted into a quiet, professional office in 6 years, and it was on the edge of Patio Commons (*indicating that the process is working*)
- P&Z recommended a combination of the corridor approach and strict interpretation of the SUP language to further protect the 3 residential districts of downtown

NEXT STEPS

- Discussion
- Direction

TIMELINE

- December CC (2024) - introduction
- January P&Z – discussion & direction
- February Council – discussion & direction
- March P&Z – public hearing
- April Council – public hearing & adoption

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Administration
City of Celina, Texas

Memorandum

To: **Honorable Mayor Tubbs and the Celina City Council**
From:
CC:
Intiated by:
Date: February 11, 2025
Re: Discussion regarding School Championship Recognition Policy. (Ranc)

Action Requested:
Discussion regarding School Championship Recognition Policy. (Ranc)

Background Information:
Councilmember Koehne and Councilmember Cawlfield requested a discussion regarding the proclamation recognizing the Celina High School Football Team as state champions be placed on the agenda. As part of this discussion, staff is requesting the Council consider a policy regarding school championship recognitions to provide clarity moving forward.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff requests feedback and direction regarding a potential school recognition policy.

SCHOOL RECOGNITION POLICY

February 11, 2025



BACKGROUND

- Councilmember Koehne and Councilmember Cawlfield requested a discussion regarding the proclamation recognizing the Celina High School Football Team as state champions be placed on the agenda.

- Moving a forward, a policy regarding which school championships will be recognized at a City Council meeting could provide clarity for the Council, community, and staff.

POLICY CONSIDERATIONS

- Which sports and/or activities should be recognized with a proclamation at a Council meeting?
  - Only team sports or individual sport state champions?
  - Only sports or other UIL-sanctioned events?

- Any other considerations?

- Based on Council feedback and direction, staff can bring a draft policy back to a Council work session for review.

QUESTIONS

- Does Council direct staff to prepare a draft school recognition policy for further review and discussion?

- Any other Council questions or feeback?

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CITY COUNCIL
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS
WORKSESSION
CELINA POLICE HEADQUARTERS
3025 S. COIT ROAD
MONDAY, JANUARY 13, 2025
3:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUCE A QUORUM IS PRESENT:

Mayor Tubbs called the meeting to order at 3:00 p.m. on Monday, January 13, 2025, and announced a quorum was present.

II. WORKSESSION:

A. Facilitator Introduction

Anthony Satarino, Executive Director of Economic Development, introduced Rich Allen, Tour de Profit Business Coach.

B. State of Economic Development

Rich Allen provided an update regarding the state of economic development within the City.

C. Strategic Update

Rich Allen provided a strategic update.

D. Legacy Project Discussion

Rich Allen led discussion regarding potential legacy projects.

III. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 4:50 p.m.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 14, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

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

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

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

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding a memorandum of understanding for a water supply study.
B. Discussion regarding Facilities Agreement with Superscapes
C. Discussion regarding a potential retail development generally located at Dallas Pkwy and Punk Carter Pkwy

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

D. Discussion regarding Project Cobb

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

E. 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 551.072 Deliberation Regarding Real Property:

F. Discussion regarding Choate Parkway Eminent Domain
G. Discussion regarding a possible land purchase for the Downtown Recreation Center
H. Discussion regarding a land swap for 502 N Illinois St
I. Discussion regarding Downtown land acquisition

Mayor Tubbs recessed the meeting at 5:01 PM.
Mayor Tubbs reconvened the meeting at 6:33 PM.

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

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Celina High School Band Proclamation (Tubbs)
B. Recognition of the Charter Review Commission (Tubbs)
C. Planning Excellence Award (McAfee)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Charter Review Commission update (Vaughns)
B. Parks Administration Building update (Walsh)
C. Proposed Council Chambers AV upgrades (Alexander)
D. Discussion regarding an approved Economic Development Agreement and Performance Agreement with Home Depot U.S.A., Inc. (Satarino)

VI. OPEN FORUM:

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

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

Fernando Aliaga spoke regarding road pavement.
Cheri Stanwix spoke regarding AV upgrades.

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

A. Minutes Approval:
   1. City Council- Regular Meeting- December 10, 2024, 5:00 p.m.
   2. City Council- Special Called Meeting- December 19, 2024, 11:30 a.m.

B. Consider and act upon an Interlocal Cooperation Agreement between the City of Celina and the Celina Independent School District, for temporary parking for the CISD Administration building located at 205 S Colorado Street; generally on the northeast and southeast corners of Arizona Drive and Elm Street. (CISD Administration Temporary Parking – Interlocal Cooperation Agreement) (McAfee)

C. Consider and act upon an amendment to the Development Agreement (5th amendment) with Uptown Celina Partners, LP; generally located between future Celina Parkway and south of future J Fred Smith Parkway, within the City Limits. (Uptown Celina - DA Amendment (Road Relocation)) (Glasgow)

D. Consider and act upon an amendment to the Development Agreement (1st Amendment) with OMA Celina, LLC, on approximately 91 acres of land, generally located at the northeast corner of Legacy Drive and Clear Creek Parkway, within both the Extraterritorial Jurisdiction (ETJ) and the City Limits. (Toll Brothers Architecture (Legacy Branch) – Development Agreement) (McAfee)

E. Consider and act to approve a work authorization for design services from Halff and Associates, for the design of Ohio and Louisiana Road Improvements from Ash Street south in an amount not to exceed $434,300.00. (Glasgow)

F. Consider and act to approve a work authorization for testing services for the construction of Sunset Blvd Asphalt Improvements between Preston Road and Coit Road with WSB, LLC, in an amount not to exceed $67,204.00. (Glasgow)

G. Consider and act to authorize a change order with RPMx to extend a stormwater line to Quail Hollow and to add the construction of CR 83 and Quail Hollow intersection in an amount not to exceed $190,418.37. (Glasgow)

H. Consider and act to award bid 2025-008 for asphalt material supply to Austin Asphalt and RK Hall as primary and secondary at the unit prices listed not to exceed the annual budgeted amount. (Figueroa)

I. Consider and act to approve a work authorization for engineering services from TRC Engineers, Inc., for the 2025 Annual Street Maintenance (ASM) Program and FY26 Roadway preliminary engineering design services in an amount not to exceed $272,870.00. (Figueroa)

J. Consider and act to approve a work authorization for B-Weiss Entertainment Group, LLC, to book musical performers for Celina Cajun Fest 2025, in an amount not to exceed $94,760.00. (Monaco)

K. Consider and act to award bid 2025-004 for Friday Night Market Event Management to SBG Hospitality at an annual amount of $45,000 for a contract term not to exceed $225,000 for five years. (Monaco)

L. Consider and act to award RFP 2025-017 for the construction of fiber phase 3 to R-TEL Construction, LTD, at the unit prices listed in the amount of $701,863.77 plus ten percent contingency in the amount of $70,186.37 for a total amount not to

exceed $771,543.79. (Alexander)

M. The Celina Public Works requests retroactive approval of the purchase in the amount of $68,380.00. This approval will ensure the purchase is properly documented and accounted for in the financial records. (Figueroa)

N. Consider and act to authorize the City Manager to execute an interlocal reimbursement agreement by and between the City of Celina and Celina Independent School District for the reimbursement of fiber phase 3 installation costs in the amount not to exceed $252,148.19. (Alexander)

O. 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. 2025-01

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.

P. Consider and act upon a Resolution authorizing an update to the impact fee program for water and wastewater facilities and appointing the Planning and Zoning Commission as the Capital Improvements Advisory Committee with one ad-hoc member. (Glasgow)

RESOLUTION NO. 2025-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING AN UPDATE TO THE IMPACT FEE PROGRAM FOR WATER AND WASTEWATER FACILITIES AND APPOINTING THE PLANNING AND ZONING COMMISSION AS THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE, PROVIDING FOR A SAVINGS, REPEALING, AND SEVERABILITY CLAUSE; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE

Q. Consider and act to renew the Interlocal Agreement for Fire and EMS dispatch services by and between the City of Celina and Collin County. (White)

R. Consider and act to award bid for portable restrooms to United Site Services, in an amount not to exceed $19,189.40. (Monaco)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing and act upon an Ordinance amending the City's Master Thoroughfare Plan and Map. (Glasgow)

Mayor Tubbs opened the public hearing at 7:49 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:49 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-02. The motion carried 6-0.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AMENDING THE MASTER THOROUGHFARE PLAN AND MAP OF THE CELINA 2040 COMPREHENSIVE PLAN; PROVIDING FOR SEVERABILITY, SAVINGS, AND REPEALING CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider and act upon an Ordinance amending the City's Code of Ordinances, Chapter 10: Subdivision Regulation, Article 10.02: Impact Fees, Division 3: Roadway Facilities by adopting updated land use assumptions; adopting an updated roadway capital improvement plan and impact fee analysis; and adopting revised roadway impact fees. (Glasgow)

Mayor Tubbs opened the public hearing at 7:51 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:51 PM.

No action taken.

C. The Celina City Council will conduct a public hearing to consider public comment and act upon an Ordinance accepting and approving a final The Lakes at Mustang Ranch Public Improvement District Amended and Restated Service and Assessment Plan, including the Phases #8-9 assessment roll; making a finding of special benefit to property within Phases of #8-9 of The Lakes at Mustang Ranch Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Phases #8-9 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Stovall)

Mayor Tubbs opened the public hearing at 7:54 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:54 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-03. The motion carried 6-0.

ORDINANCE NO. 2025-03

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

TEXAS ACCEPTING AND APPROVING AN AMENDED AND RESTATED SERVICE AND ASSESSMENT PLAN, INCLUDING A PHASES #8-9 ASSESSMENT ROLL FOR THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASES #8-9 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASES #8-9 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.

D. The Celina City Council will conduct a public hearing to consider public comment and act upon an Ordinance accepting and approving a final Edgewood Creek Public Improvement District Amended 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 Edgewood Creek Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against Improvement Area #2 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Stovall)

Mayor Tubbs opened the public hearing at 7:57 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:57 PM.

Upon a motion by Council Member Ferguson and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-04. The motion carried 6-0.

ORDINANCE NO. 2025-04

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 EDGEWOOD CREEK 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 upon a Resolution approving and authorizing the Mayor to execute the Edgewood Creek Public Improvement District Improvement Area #2 Reimbursement Agreement and resolving other related matters. (Stovall)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2025-02R. The motion carried 6-0.

RESOLUTION NO. 2025-02R

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN "EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 REIMBURSEMENT AGREEMENT" BETWEEN THE CITY OF CELINA, TEXAS, AND FIRST TEXAS HOMES, INC., A TEXAS CORPORATION

B. Consider and act upon a Resolution approving and authorizing the Mayor to execute the Edgewood Creek Public Improvement District Improvement Area #2 Landowner Agreement and resolving other related matters. (Stovall)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2025-03R. The motion carried 6-0.

RESOLUTION NO. 2025-03R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE EDGEWOOD CREEK PUBLIC IMPROVEMENT DISTRICT IMPROVEMENT AREA #2 LANDOWNER AGREEMENT; AND RESOLVING OTHER MATTERS RELATED THERETO.

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 2025 (The Lakes at Mustang Ranch Public Improvement District Phases #8-9 Project); approving and authorizing related agreements; and providing an effective date. (Stovall)

Upon a motion by Council Member Cawlfield and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-05. The motion carried 6-0.

ORDINANCE NO. 2025-05

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (THE LAKES AT MUSTANG RANCH PUBLIC IMPROVEMENT DISTRICT PHASES #8-9 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

D. Consider and act upon an Ordinance of the City of Celina, Texas, approving and authorizing the issuance and sale of the City of Celina, Texas, Special Assessment Revenue Refunding and Improvement Bonds, Series 2025 (The Lakes at Mustang Ranch Public Improvement District Major Improvement Area and Phases #2-7 Project); calling for redemption certain currently outstanding bonds; approving and authorizing related agreements and an updated service and assessment plan; and

providing an effective date. (Bromiley)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-06. The motion carried 6-0.

ORDINANCE NO. 2025-06

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE 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); CALLING FOR REDEMPTION OF CERTAIN CURRENTLY OUTSTANDING BONDS; AND APPROVING AND AUTHORIZING AN UPDATED SERVICE AND ASSESSMENT PLAN AND OTHER RELATED AGREEMENTS

E. Consider and act to authorize an Interlocal Agreement with the Celina Independent School District for the installation of the Southeast Pump Station Transmission Waterline. (Glasgow)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve an Interlocal Agreement with the Celina Independent School District for the installation of the Southeast Pump Station Transmission Waterline. The motion carried 6-0.

F. Consider and act to authorize a Partnership Agreement with SBG Hospitality, for two events located on Celina's Downtown Square in March 2025 and March 2026. (Monaco)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve a Partnership Agreement with SBG Hospitality for two events. The motion carried 6-0.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 8:18 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Lauren Vaughns, City Secretary Date

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CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, JANUARY 28, 2025
5:30 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:30 PM.

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

II. PLEDGE OF ALLEGIANCE/INVOCATION:

Mayor Tubbs led the Pledge of Allegiance and Invocation.

III. EXECUTIVE SESSION:

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

Texas Government Code Section 551.071 Consultation with Attorney:

A. Discussion regarding Facilities Agreement with Superscapes

Mayor Tubbs recessed the meeting at 5:31 PM.
Mayor Tubbs reconvened the meeting at 5:39 PM.

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

IV. OPEN FORUM:

Open Forum is for information only. If you wish to speak, please sign one of the "Speaker Cards" and present to the City Secretary prior to the beginning of the City Council meeting. Speakers are limited to three (3) minutes. The Council can take no action. No charges

and/or complaints will be heard against any elected official or employee of the city that are prohibited by law.

Please note Anyone wishing to furnish the City Council with copies/handouts regarding their item of interest must provide 9 copies and present them to the City Secretary for distribution to the City Council.
No comments given.

V. ACTION:

A. Presentation of updated land use assumptions and capital improvements plan for roadway impact fees and consider and act upon a Resolution setting a public hearing date for March 11, 2025, to review and discuss the amendments to the land use assumptions, capital improvements plan, and maximum assessable fees for roadway impact fees as part of the 2025 roadway impact fee update; and directing the mailing, publishing and posting of notices. (Glasgow)

Council Member Grumbles left at 5:48 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 Resolution No. 2025-04R. The motion carried 4-0.

RESOLUTION NO. 2025-04R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, SETTING A PUBLIC HEARING DATE FOR MARCH 11, 2025, TO REVIEW AND DISCUSS THE AMENDMENTS TO THE LAND USE ASSUMPTIONS, CAPITAL IMPROVEMENTS PLAN, AND MAXIMUM ASSESSABLE FEES FOR ROADWAY IMPACT FEES AS PART OF THE 2025 ROADWAY IMPACT FEE UPDATE; AND DIRECTING THE MAILING, PUBLISHINGAND POSTING OF NOTICES.

VI. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 6:02 PM.

_____
Ryan Tubbs, Mayor

_____ _____
Lauren Vaughns, City Secretary Date

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	February 11, 2025
Re:	Toll Brothers/Taylor Morrison Architecture (Uptown) - DA Amendment

Action Requested:

Consider and act upon an amendment to the Development Agreement (6th Amendment) with TMTB Uptown, LLC, on approximately 145 acres of land for the Ranch at Uptown, generally located east and west of FM 455 and approximately 1,200 feet south of J Fred Smith Parkway, within the City Limits. (Toll Brothers & Taylor Morrison Architecture (Uptown) – Development Agreement. (McAfee)

Background Information:

This request is for a Development Agreement on approximately 295 acres of land for the Uptown neighborhood. The agreement is a join-venture between two applicants (Toll Brothers & Taylor Morrison). The applicants are proposing to amend the base architectural standards that govern the neighborhood to allow alternate exterior building materials. Celina's current base ordinance requires 80% of the overall structure to be Category A masonry (brick/stone), with the remaining 20% allowed to be cementitious fiber-board or stucco. The request involves using building materials (cementitious fiber-board & stucco) beyond the 20% maximum that the base code currently allows. Please refer to the attachments for further information.

Legal Review:

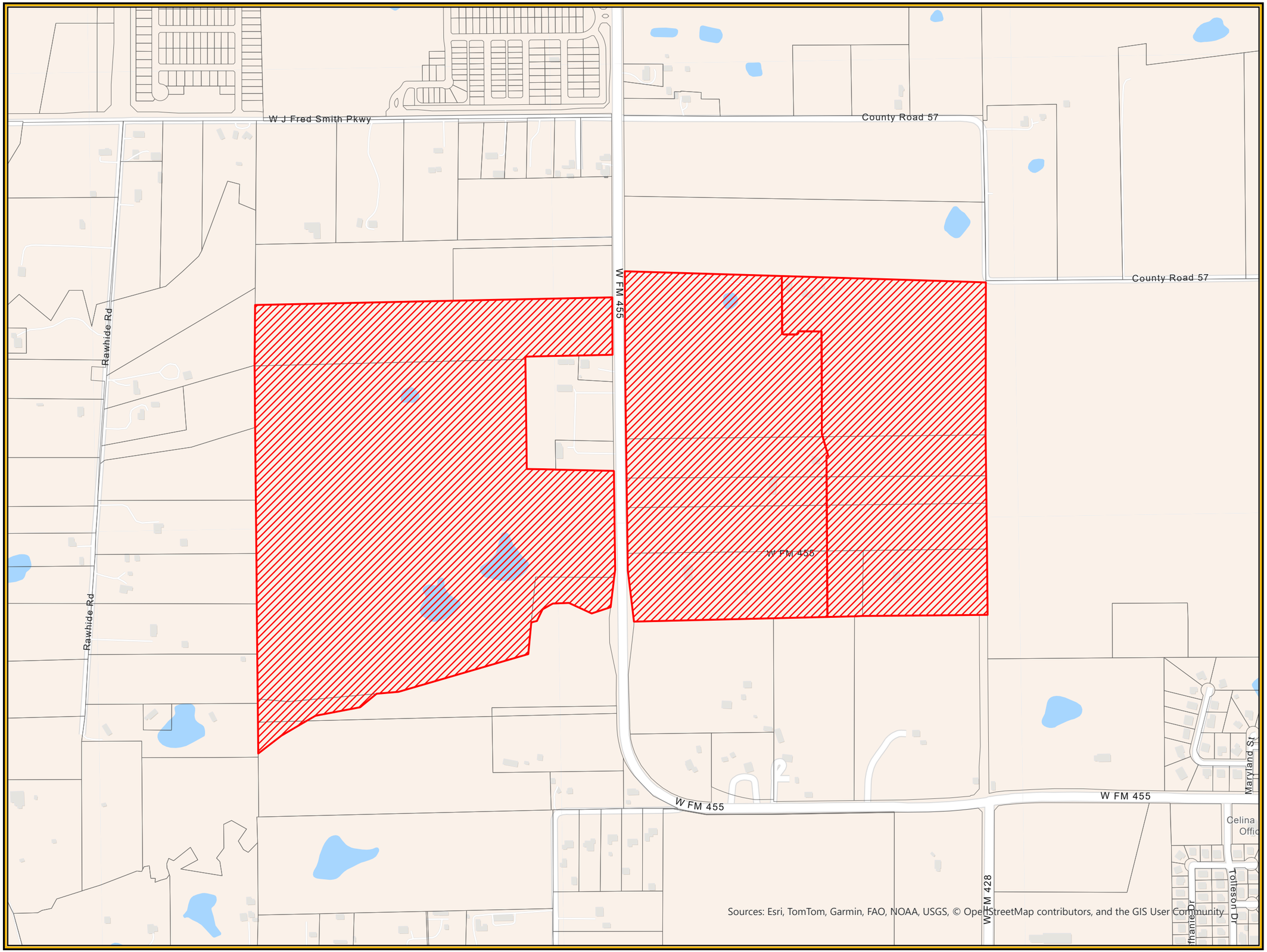
This item has been reviewed by the City Attorney.

Supporting Documents:

1. Location Map
2. Staff Presentation
3. Draft Development Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

- Parcels
- Subject Property

N
W E
S

0 485 970 Feet

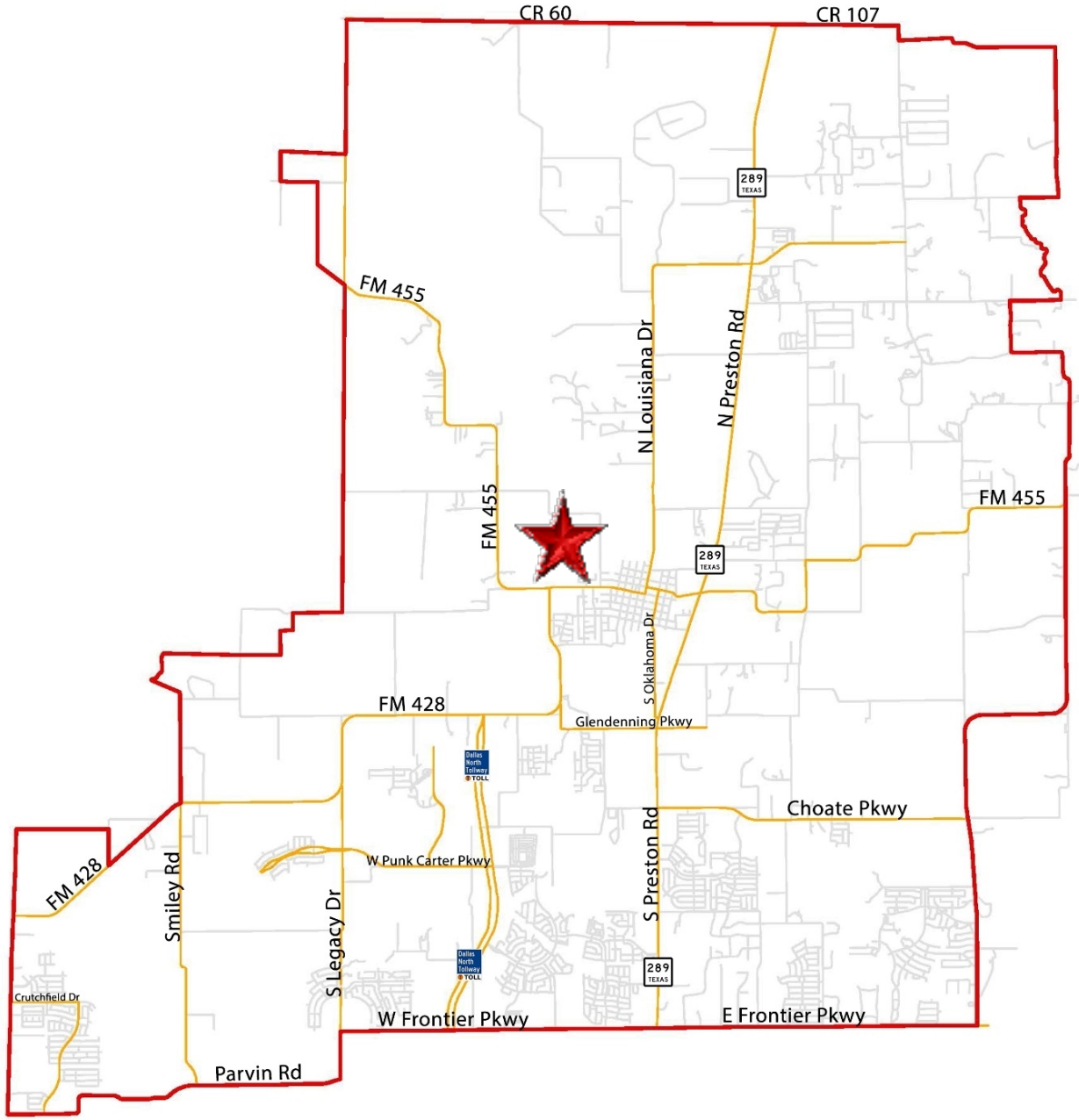
1/7/2025

TOLL BROTHERS & TAYLOR MORRISON ARCHITECTURE (UPTOWN)

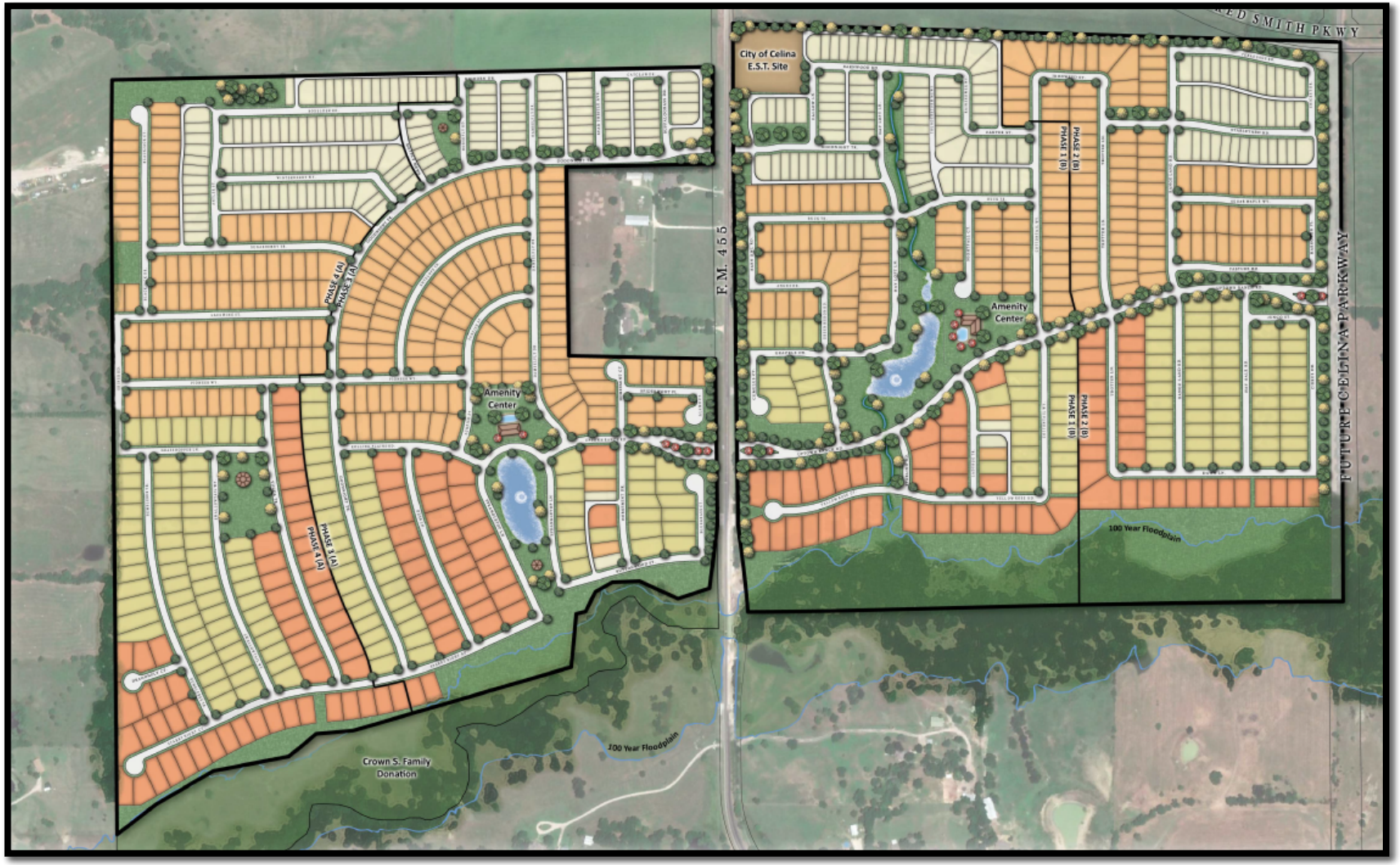
DEVELOPMENT AGREEMENT

City Council
February 11, 2025




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

Uptown



40' x 110' Lots	-	272
55' x 120' Lots	-	399
60' x 120' Lots	-	215
70' x 120' Lots	-	160
Total		**- 1,046**

ORDINANCE BACKGROUND

- The City adopted Architectural Standards in 2018, which establish a minimum level of quality for new buildings
- Several cities require adherence to masonry standards in their development agreements in order to maintain minimum standards for new construction (Frisco, Prosper, Celina)
- Celina's ordinance requires 80% of the front façade (and overall structure) to be Category A (brick/stone) masonry, with the remainder allowed to be cementitious fiber-board or stucco
- Use of an alternate material with no discernable style is not allowed (*i.e. mere cost savings does not qualify*)

RELIEF HISTORY

- Downtown has its own “faux-historic” requirement
- On occasion, Celina has previously granted relief to the City’s architectural standards, on a case-by-case basis, thru a development agreement or planned development

APPLICANT REQUEST

- Toll Brothers & Taylor Morrison (joint venture) request using building materials (stucco and cementitious fiberboard) beyond the 20% maximum per base code
- Their request applies to smaller lots in a suburban context
- Their request involves building materials beyond brick and stone



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL










H1**


H1**


H1**


H1**

POLICY REASONS FOR

- DFW, especially Collin County, is heavy masonry and has resulted in a homogenous visual environment (brick/stone)
- The market has trended to more diverse options over the years
- Celina's local market ($600,000+) ensures a minimum quality level
- The sub-prime era (late 90s, early 2000s) starter home boxes with inferior exterior materials are unlikely to be built here

POLICY REASONS AGAINST

- Heavy masonry (brick/stone) is:
  - Proven
  - Durable
  - Sustains & protects value
  - Attractive
  - Understood
- Some believe that the use of stucco and cementitious fiber board is lower quality

P&Z PUBLIC HEARING

- One resident noted that the proposed materials (stucco, cementitious fiberboard) require more maintenance
- The Commission had general questions on material mix, anti-monotony requirements in the base standard, and how relief should be granted on a case-by-case basis
- The Commission supported the request

RECOMMENDATION

- The Planning & Zoning Commission unanimously (7-0) recommended approval at its regular meeting in October, with the condition that any lot narrower than 70’ wide should have a mix of at least two materials
- Staff recommends approval as presented

SIXTH AMENDMENT TO
DEVELOPMENT AGREEMENT

This Sixth Amendment to Development Agreement (this "Sixth Amendment") is executed by and between TMTB Uptown, LLC, a foreign limited liability company ("TMTB"); and the City of Celina, Texas, a home-rule municipality (the "City") (TMTB and the City are sometimes individually referred to as a "Party" and collectively as the "Parties") to be effective on the last date it is signed by all Parties (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 Original Development Agreement; and

WHEREAS, Rockhill assigned all of its obligations, rights, title and interest in and to the Original Development Agreement to Uptown Celina Partners, L.P. ("Uptown Celina") pursuant to that certain Assignment and Assumption of Development Agreement, effective November 1, 2021; and

WHEREAS, Uptown Celina partially assigned its obligations, rights, title and interest in and to the Original Development Agreement to TMTB pursuant to that certain Partial Assignment of Development Agreement, effective November 17, 2022 recorded in the Official Public Records of Collin County on November 18, 2022 as Instrument No. 2022000166734, on approximately 145 acres of the Property (the "TMTB Portion"), as described in **Exhibit A-1** and depicted on **Exhibit B**, attached and incorporated as if set forth fully herein; and

WHEREAS, Uptown Celina 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, Uptown Celina 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. 2022000086305 (the "Second Amendment"); and

WHEREAS, Uptown Celina 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. 2024000094200 (the "Third Amendment")

WHEREAS, Uptown Celina and the City entered into a Fourth Amendment to Development Agreement, effective August 10, 2024 recorded in the Official Public Records of Collin County as Instrument No. 2024000102215 (the "Fourth Amendment"); and

WHEREAS, Uptown Celina partially assigned its obligations, rights, title and interest in and to the Original Development Agreement to TMTB pursuant to that certain Partial Assignment of Development Agreement, effective November 15, 2024 recorded in the Official Public Records of Collin County on November 18, 2024 as Instrument No. 2024000142911, on approximately 150 acres of the Property (the "TMTB Portion"), as described in **Exhibit A-2** and depicted on **Exhibit B**, attached and incorporated as if set forth fully herein; and

WHEREAS, Uptown Celina and the City entered into a Fifth Amendment to Development Agreement, approved by the City Council of the City on January 14, 2025 (the "Fifth Amendment") (the Original Development Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment collectively referred to in this Sixth Amendment as the "Development Agreement"); and

WHEREAS, the Development Agreement addressed matters related to the development of the Property;

WHEREAS, all capitalized terms in this Sixth Amendment shall be as defined in the Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment;

WHEREAS, it is the intent of this Sixth Amendment to establish certain legally binding restrictions and commitments to be imposed upon the TMTB Portion; and the Parties are proceeding in reliance on the enforceability of this Amendment.

WHEREAS, the Parties now desire to amend the Development Agreement on the TMTB Portion as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TMTB and the City hereby agree as follows:

ARTICLE I
AMENDMENT OF AGREEMENT

1.1 Exhibit D of the Development Agreement is hereby amended by adding Item 5 to read as follows:

> "5. As an alternative to the exterior building materials required by this Agreement and City Regulations, upon approval in writing of the exterior elevations by the City's Director of Development Services, a dwelling located within the TMTB Portion as defined in the Sixth Amendment to the Development Agreement may have hill country, modern farmhouse, and transitional architecture that meets the intent of the description and is substantially similar to the depictions in Exhibit D-2."

1.2. The Development Agreement as amended by this Sixth Amendment shall continue in full force and effect.

1.3. Each Party acknowledges and agrees that this Sixth Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.4. This Sixth Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

1.5 Description and depictions of the hill country, modern farmhouse, and transitional architecture, to be added as Exhibit D-2 of the Development Agreement, are attached hereto as Exhibit C.

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: _____

ATTEST:

By: _____
Lauren Vaughns, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 202_, before me, the undersigned personally appeared Ryan Tubbs, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

TMTB UPTOWN, LLC,
a foreign limited partnership

By:_____

Name: _____

Title: _____

Date: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____ ____, 202_, by _____, on behalf thereof as the ___ of ___, a foreign limited liability company proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

Exhibit A-1
Property Description

BEING TRACTS OF LAND, SITUATED IN THE BENJAMIN BREWTON SURVEY, ABSTRACT NO. 125 AND SITUATED IN THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF TRACT 5, TRACT 6, TRACT 7, TRACT 8 AND BEING ALL OF TRACT 4 DESCRIBED IN A DEED TO TMTB UPTOWN LLC. RECORDED IN INSTRUMENT NUMBER 2022000166733 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), BEING ALL OF THE FINAL PLAT OF RANCH AT UPTOWN PHASE 1, AN ADDITION TO THE CITY OF CELINA, AS RECORDED IN PLAT BOOK 2024 PAGE 1046 OF THE OFFICAL PLAT RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

BEGINNING AT A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE NORTHWEST CORNER OF CELINA PARKWAY (VARIABLE WIDTH RIGHT-OF-WAY) AS RECORDED IN INSTRUMENT NUMBER 2024000135123 (O.P.R.C.C.T.);

THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF SAID CELINA PARKWAY AND OVER AND ACROSS SAID TRACTS 4,5,6,7 AND 8 THE FOLLOWING COURSES;

S 00°17'45" E, A DISTANCE OF 61.90 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 45°23'27" E, A DISTANCE OF 56.47 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°17'45" E, A DISTANCE OF 146.05 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 04°06'35" E, A DISTANCE OF 150.66 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°17'55" E, A DISTANCE OF 433.34 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 04°55'06" W, A DISTANCE OF 115.48 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°17'55" E, A DISTANCE OF 94.00 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 44°42'10" W, A DISTANCE OF 35.35 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°17'55" W, A DISTANCE OF 35.53 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL

ANGLE OF 35°14'01", A CHORD BEARING AND DISTANCE OF S 70°52'28" E - 36.32 FEET;

CONTINUING ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 36.89 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE BEGINNING OF A
NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 3.00 FEET, A CENTRAL ANGLE OF 105°55'33", A CHORD BEARING AND DISTANCE OF S 00°17'44" E - 4.79 FEET;

CONTINUING ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 5.55 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE BEGINNING OF A COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 25°07'06", A CHORD BEARING AND DISTANCE OF S 65°13'35" W - 26.09 FEET;

CONTINUING ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 26.30 FEET TO FOUND SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON";

S 00°17'55" E, A DISTANCE OF 36.79 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 45°17'50" E, A DISTANCE OF 35.36 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°17'55" E, A DISTANCE OF 1200.14 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON"

S 00°04'16" E, A DISTANCE OF 31.47 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE SOUTH LINE OF SAID TRACT 4 AND THE NORTH LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO OLD CELINA LTD, RECORDED IN INSTRUMENT NUMBER 20180323000355690 (O.P.R.C.C.T.);

THENCE S 89°28'39" W, ALONG THE SOUTH LINE OF SAID TRACT 4 AND THE NORTH LINE OFF SAID OLD CELINA TRACT A DISTANCE OF 850.19 FEET, BEING THE SOUTHWEST CORNER OF SAID TRACT 4 AND THE SOUTHEAST CORNER OF SAID TRACT 5;

THENCE S 87°38'46" W, A DISTANCE OF 58.03 FEET ALONG THE SOUTH LINE OF SAID TRACT 5 AND THE NORTH LINE OF SAID OLD CELINA TRACT;

THENCE S 88°35'54" W, A DISTANCE OF 172.85 FEET ALONG THE SOUTH LINE OF SAID TRACT 5 TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE SOUTHEAST CORNER OF SAID RANCH AT UPTOWN PHASE 1, CONTINUING FOR A TOTAL DISTANCE OF 589.16 FEET TO A FOUND 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING ON THE SOUTH LINE OF SAID RANCH AT UPTOWN PHASE 1;

THENCE S 88°39'37" W, A DISTANCE OF 1015.85 FEET TO A FOUND 5/8" IRON ROD WITH A PINK CAP STAMPED "TXDOT SURVEY MARKER", BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED AS "PARCEL 1" IN A DEED TO THE STATE OF TEXAS, RECORDED IN INSTRUMENT NUMBER. 20170413000470220 (O.P.R.C.C.T.);

THENCE N 06°45'35" W, ALONG THE EAST LINE OF SAID PARCEL 1, A DISTANCE OF 381.08 FEET TO A FOUND 1/2 INCH IRON ROD (LEANING), BEING THE NORTHERLY CORNER OF SAID PARCEL 1, SAME BEING THE EAST LINE OF FARM TO MARKET (F.M.) ROAD 455 (90' RIGHT-OF-WAY) AS RECORDED IN BOOK 414, PAGE 1 THROUGH 18 IN THE DEED RECORDS OF COLIN COUNTY, TEXAS (D.R.C.C.T.);

THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF SAID FM 455 THE FOLLOWING COURSES;

N 00°44'27" W, A DISTANCE OF 1466.78 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON;

N 00°10'27" W, A DISTANCE OF 702.69 FEET TO A FOUND 5/8 INCH IRON ROD, BEING THE NORTHWEST CORNER OF SAID RANCH AT UPTOWN PHASE 1 AND ALSO BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO KIM CANNADAY LEE AS RECORDED IN VOLUME 4840 PAGE 1743 (D.R.C.C.T.);

THENCE S 88°13'55" E, DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID FM 455 AND BEING ALONG THE NORTH LINE OF SAID RANCH AT UPTOWN PHASE 1 AND THE SOUTH LINE OF SAID KIM LEE TRACT A DISTANCE OF 1162.48 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "PAPE DAWSON", BEING THE NORTHEAST CORNER OF SAID RANCH AT UPTOWN PHASE 1, CONTINUING ALONG THE NORTH LINE OF SAID TRACT 8 AND THE SOUTH LINE OF SAID KIM LEE TRACT FOR A TOTAL DISTANCE OF 2517.36 FEET TO **POINT OF BEGINNING**, AND **CONTAINING** 145.460 ACRES OR 6,336,248 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER ***70297-08*** BY PAPE DAWSON CONSULTING ENGINEERS, LLC.

BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE NORTH CENTRAL ZONE (4202) FROM NORTH AMERICAN DATUM 1983 (NA2011) EPOCH 2010.00.

Exhibit A-2
Property Description

BEING A TRACT OF LAND LOCATED IN THE THOMAS STAYTON SURVEY, ABSTRACT NO. 804, THE HENRY BENTLEY SURVEY, ABSTRACT NO. 124 AND THE COLLIN COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 168, COLLIN COUNTY, TEXAS, AND BEING ALL OF THE TRACT OF LAND DESCRIBED IN A DEED TO UPTOWN CELINA PARTNERS LP, RECORDED IN INSTRUMENT NO. 20210428000856900, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2 INCH IRON ROD WITH A CAP STAMPED "5674" (CONTROLLING MONUMENT), BEING THE MOST EASTERLY SOUTHEAST CORNER OF SAID UPTOWN CELINA TRACT, SAME BEING A POINT ON THE WEST RIGHT-OF-WAY LINE OF FM 455 (VARIABLE WIDTH RIGHT-OF-WAY) RECORDED IN VOLUME 415 PAGE 297 OF THE DEED RECORDS OF COLLIN COUNTY. TEXAS (D.R.C.C.T.) AND ALSO RECORDED IN INSTRUMENT NUMBER 20170403000416890 (O.P.R.C.C.T.);

THENCE DEPARTING THE WEST RIGHT-OF-WAY LINE OF SAID FM 455, ALONG THE SOUTH LINE OF SAID UPTOWN TRACT THE FOLLOWING COURSES:

S 71°35'23" W, A DISTANCE OF 144.45 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

N 65°24'42" W, A DISTANCE OF 183.55 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 87°58'21" W, A DISTANCE OF 116.23 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 60°28'23" W, A DISTANCE OF 85.53 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 26°04'43" W, A DISTANCE OF 94.68 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 76°08'16" W, A DISTANCE OF 42.24 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 05°30'29" W, A DISTANCE OF 230.80 FEET TO A FOUND FENCE POST;

S 73°44'42" W, A DISTANCE OF 981.84 FEET TO A FOUND FENCE POST;

S 84°53'43" W, A DISTANCE OF 160.54 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 50°37'14" W, A DISTANCE OF 154.52 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 79°13'33" W, A DISTANCE OF 331.43 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 59°44'10" W, A DISTANCE OF 287.62 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674";

S 52°17'50" W, A DISTANCE OF 212.12 FEET TO A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674" (CONTROLLING MONUMENT), BEING THE SOUTHWEST CORNER OF SAID UPTOWN TRACT, SAME BEING A POINT ON THE EAST LINE OF A TRACT OF LAND DESCRIBED IN A DEED TO BOB SANTIAGO AND WIFE DONNA SANTIAGO AS RECORDED IN VOLUME 4195, PAGE 2932 (O.P.R.C.C.T.);

THENCE ALONG THE WEST LINE OF SAID UPTOWN TRACT THE FOLLOWING COURSES:

N 00°34'13" W, A DISTANCE OF 396.83 FEET TO A FOUND 1/2 INCH IRON ROD;

N 00°30'08" W, A DISTANCE OF 691.06 FEET TO A FOUND 1/2 INCH IRON ROD BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO PRAACHI HOLDINGS LLC AS RECORDED IN INSTRUMENT NUMBER 20190524000590800 (O.P.R.C.C.T.), SAME BEING THE SOUTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO NICOLA ISSA KHOURY RECORDED IN INSTRUMENT NUMBER 20190513000530750 (O.P.R.C.T);

N 00°31'59" W, A DISTANCE OF 1739.06 FEET TO A FOUND 5/8 INCH IRON ROD WITH A CAP STAMPED "5674" (CONTROLLING MONUMENT);

N 00°31'40" E, A DISTANCE OF 434.70 FEET TO A FOUND 1/2 INCH IRON ROD WITH A CAP STAMPED "METROPLEX 1845", BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO SCOT H. MCDONALD AND WIFE JILL C. MCDONALD AS RECORDED IN VOLUME 5066, PAGE 4468 (O.P.R.C.C.T.), SAME BEING THE NORTHWEST CORNER OF SAID UPTOWN TRACT;

THENCE N 88°46'40" E, ALONG THE NORTH LINE OF SAID UPTOWN TRACT AND THE SOUTH LINE OF SAID MCDONALD TRACT PASSING AT A DISTANCE OF 1440.77 FEET A FOUND 1/2 INCH IRON ROD BEING THE SOUTHEAST CORNER OF SAID MCDONALD TRACT, SAME BEING THE SOUTHWEST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO RAJU GADIRAJU AND FENG-TZU TSAI, RECORDED IN VOLUME 5688, PAGE 173 (O.P.R.C.C.T.), CONTINUING ALONG THE NORTH LINE OF SAID UPTOWN TRACT AND THE SOUTH LINE OF SAID RAJU TRACT, FOR A TOTAL DISTANCE OF 2598.21 FEET TO A POINT, BEING THE NORTHEAST CORNER OF SAID UPTOWN TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID RAJU TRACT, ALSO BEING

A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID FM 455, FROM WHICH A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674" BEARS S 84°42'27" W A DISTANCE OF 0.67 FEET;

THENCE S 00°10'27" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM 455, A DISTANCE OF 417.67 FEET TO A FOUND 5/8 INCH IRON ROD WITH A CAP STAMPED "OWENS 5560", BEING THE NORTHEAST CORNER OF A TRACT OF LAND DESCRIBED IN A DEED TO BOBBY D. APPLE OR CATHY S. APPLE, TRUSTEES OF THE APPLE LIVING TRUST AS RECORDED IN INSTRUMENT NUMBER 20210715001424070, SAME BEING A POINT IN THE WEST RIGHT-OF-WAY LINE OF FM 455;

THENCE S 88°49'45" W, DEPARTING SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 633.86 FEET TO A FOUND 5/8 INCH IRON ROD WITH A CAP STAMPED "OWENS 5560" BEING AN INTERIOR ELL CORNER OF SAID UPTOWN TRACT;

THENCE S 00°44'40" E, A DISTANCE OF 817.09 FEET TO A FOUND 5/8 INCH IRON ROD WITH A CAP STAMPED "OWENS 5560" BEING AN INTERIOR ELL CORNER OF SAID UPTOWN TRACT;

THENCE S 88°45'59" E, A DISTANCE OF 633.21 FEET TO POINT, BEING AN EXTERIOR ELL CORNER OF SAID UPTOWN TRACT SAME BEING A POINT IN THE WEST RIGHT-OF-WAY LINE OF FM 455, FROM WHICH A FOUND 1/2 INCH IRON ROD WITH A YELLOW PLASTIC CAP STAMPED "5674" BEARS N 70°02'33" W A DISTANCE OF 0.42 FEET;

THENCE S 00°44'27" E, ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM 455, A DISTANCE OF 719.67 FEET TO A FOUND 5/8 INCH IRON ROD WITH A PINK CAP STAMPED "TXDOT SURVEY MARKER";

THENCE S 06°53'25" W, CONTINUING ALONG THE WEST RIGHT-OF-WAY LINE OF SAID FM 455 A DISTANCE OF 273.84 FEET TO THE **POINT OF BEGINNING** AND **CONTAINING** 150.2 ACRES OR 6,542,931 SQUARE FEET OF LAND MORE OR LESS, AND BEING DESCRIBED IN ACCORDANCE WITH A SURVEY MADE ON THE GROUND AND ACCOMPANIED BY AN EXHIBIT OR SURVEY MAP PREPARED UNDER JOB NUMBER ***70297-08*** BY PAPE-DAWSON ENGINEERS.

Exhibit B
Map of Property

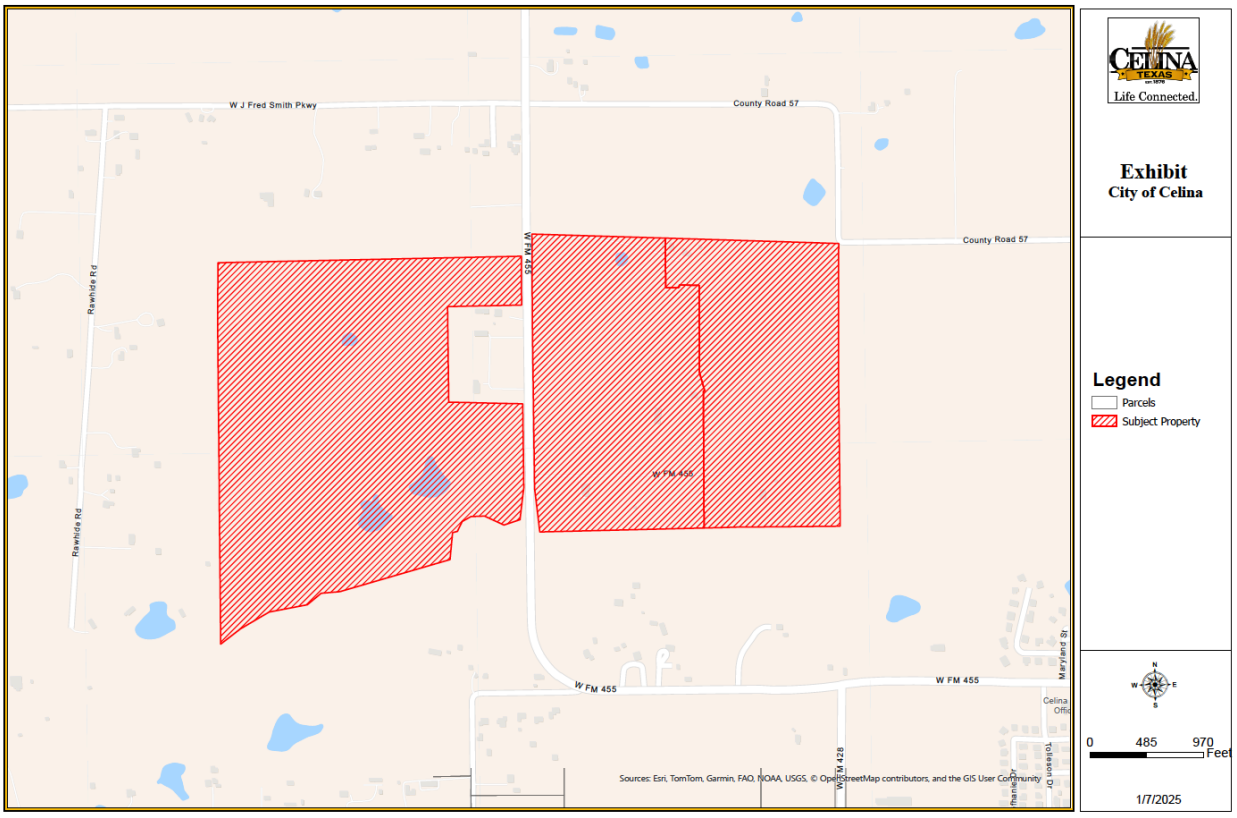


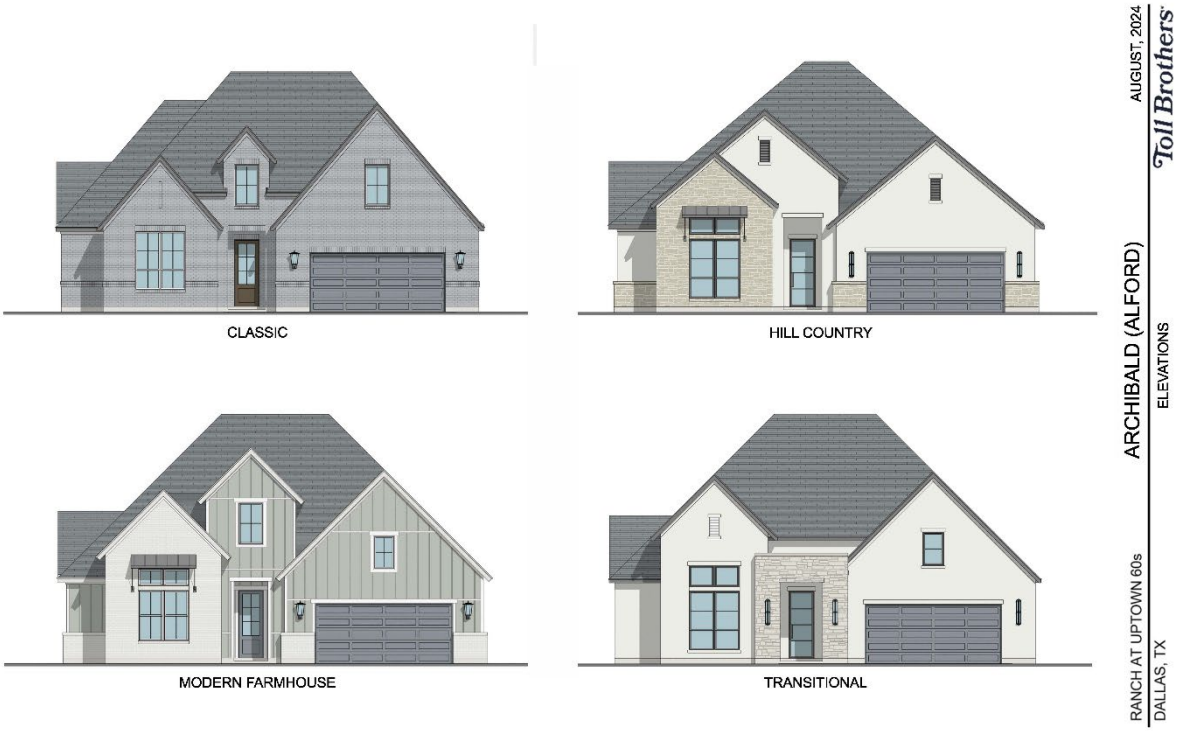
Exhibit C

EXHIBIT D-2
Characteristics of Hill Country, Modern Farmhouse, and Transitional Architecture and Depictions

A modern farmhouse architectural style typically incorporates vertical cementitious fiber-board into the elevations, mixed with another heavy masonry material such as brick or stone.

A hill country architectural style typically incorporates 3-step stucco into the elevations, mixed with at least one other heavy masonry material such as brick or stone.

A transitional architectural style incorporates a variety of brick, stone, stucco, and cementitious fiber-board into the elevations, mixed with at least one other heavy masonry material such as brick or stone.





CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

ASTRID (CISCO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

04-23-2024

Toll Brothers

FLORIAN (SALADO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

GODFREY (PAMPA)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

PHILOMENA (LAVON)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 60s
DALLAS, TX

RANDOLPH (LIVE OAK)
ELEVATIONS

AUGUST, 2024

Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

ALASTAIR (MAGGIE SPINOFF)
ELEVATIONS

AUGUST, 2024

Toll Brothers


CLASSIC
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
RANCH AT UPTOWN 55
DALLAS, TX
BARNABY (RIDGEHAVEN SPINOFF)
ELEVATIONS
AUGUST, 2024
Toll Brothers


CLASSIC
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
RANCH AT UPTOWN 55
DALLAS, TX
CORBY (BRIANNA SPINOFF)
ELEVATIONS
AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

COTSWOLD (MATAGORDA SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

LYNDHURST (AUDREY SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



Braxton 7U



Cavalli 7U



Handley 7U



Lanier 7U



Mercer 7K



Terrazzo H1



Meriposa H1



Vienna H1



Sierra H1

Todd-7TE Classic-18



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	
Garage Option:		**Artwork Filename:**	TODD_CLA_TX_3SPE_8048_1.jpg
Date Artwork Created:	07/15/2022 10:21:23 AM	**Date Artwork Modified:**	11/08/2022 03:05:14 PM
Option(s):			

Todd-7TE Chateau-09



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	
Garage Option:		**Artwork Filename:**	TODD_CHA_TX_3SPE_8048_3.jpg
Date Artwork Created:	07/15/2022 10:21:23 AM	**Date Artwork Modified:**	05/07/2024 05:00:05 PM
Option(s):			

Todd-7TE Modern Farmhouse-0P



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	TODD_MODF_TX_3SPE_8741_2.jpg
Date Artwork Created:	05/01/2023 10:31:52 AM	**Date Artwork Modified:**	02/12/2024 01:34:04 PM
Option(s):			

Todd-7TE Hill Country-79



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	TODD_HLC_TX_3SPE_8741_2.jpg
Date Artwork Created:	05/01/2023 10:31:52 AM	**Date Artwork Modified:**	02/12/2024 01:34:04 PM
Option(s):			

Boisins-7T9 Chateau-09



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	BLSN_CHA_TX_2FE-T_8048_4.jpg
Date Artwork Created:	08/19/2022 12:36:08 PM	**Date Artwork Modified:**	08/08/2024 01:41:31 PM
Option(s):			

Boisins-7T9 Transitional-0A



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	BLSN_TRN_TX_2FE-T_8048_2.jpg
Date Artwork Created:	08/19/2022 12:36:08 PM	**Date Artwork Modified:**	01/09/2024 11:28:24 AM
Option(s):			

Boisins-7T9 Tudor-63



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	BLSN_TUD_TX_2FE-T_8741_2.jpg
Date Artwork Created:	05/15/2023 04:07:22 PM	**Date Artwork Modified:**	02/21/2024 01:20:59 PM
Option(s):			

Boisins-7T9 Hill Country-79



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	BLSN_HLC_TX_2FE-T_8741_3.jpg
Date Artwork Created:	05/15/2023 04:07:22 PM	**Date Artwork Modified:**	02/22/2024 04:31:27 PM
Option(s):			

Bolsins-7T9 Modern Farmhouse-0P



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	BLSN_MODF_TX_2FE-T_8741_3.jpg
Date Artwork Created:	05/15/2023 04:07:22 PM	**Date Artwork Modified:**	02/22/2024 04:31:27 PM
Option(s):			

Hillman-7TA Classic-18



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	HLMN_CLA_TX_3FE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:14:16 AM	**Date Artwork Modified:**	07/22/2024 02:16:33 PM
Option(s):			

Hillman-7TA Chateau-09



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	HLMN_CHA_TX_3FE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:14:16 AM	**Date Artwork Modified:**	07/22/2024 02:16:33 PM
Option(s):			

Hillman-7TA Transitional-0A



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	HLMN_TRN_TX_3FE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:14:16 AM	**Date Artwork Modified:**	07/22/2024 02:16:33 PM
Option(s):			

Hillman-7TA Modern Farmhouse-0P



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Front Entry	**Description:**	Texas scheme 21
Garage Option:		**Artwork Filename:**	HLMN_MODF_TX_3FE_1.jpg
Date Artwork Created:	11/22/2023 11:42:57 AM	**Date Artwork Modified:**	
Option(s):			

Kenney-7TB Chateau-09



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	
Garage Option:		**Artwork Filename:**	KNNY_CHA_TX_3SPE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:19:15 AM	**Date Artwork Modified:**	02/26/2024 11:27:29 AM
Option(s):			

Kenney-7TB Classic-18



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	
Garage Option:		**Artwork Filename:**	KNNY_CLA_TX_3SPE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:19:15 AM	**Date Artwork Modified:**	02/26/2024 11:27:29 AM
Option(s):			

Kenney-7TB Transitional-0A



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	
Garage Option:		**Artwork Filename:**	KNNY_TRN_TX_3SPE_8048_2.jpg
Date Artwork Created:	07/19/2022 10:19:15 AM	**Date Artwork Modified:**	02/26/2024 11:27:29 AM
Option(s):			

Kenney-7TB Hill Country-79



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	KNNY_HLC_TX_3SPE_8741_2.jpg
Date Artwork Created:	05/22/2023 10:42:16 AM	**Date Artwork Modified:**	02/22/2024 10:53:14 AM
Option(s):			

Kenney-7TB Modern Farmhouse-0P



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	3 Split	**Description:**	See attached Community Specific Schemes No Coach Lights
Garage Option:		**Artwork Filename:**	KNNY_MODF_TX_3SPE_8741_2.jpg
Date Artwork Created:	05/22/2023 10:42:16 AM	**Date Artwork Modified:**	02/22/2024 10:53:14 AM
Option(s):			

Neece-7TD Chateau-09



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	2 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	NECE_CHA_TX_2FE_8048_2.jpg
Date Artwork Created:	08/19/2022 01:39:58 PM	**Date Artwork Modified:**	01/03/2024 04:32:33 PM
Option(s):			

Neece-7TD Transitional-0A



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Company Master	**Community:**	
Garage Configuration:	2 Front Entry	**Description:**	
Garage Option:		**Artwork Filename:**	NECE_TRN_TX_2FE_8048_2.jpg
Date Artwork Created:	08/19/2022 01:39:58 PM	**Date Artwork Modified:**	01/03/2024 04:32:33 PM
Option(s):			

Neece-7TD Modern Farmhouse-0P



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	2 Front Entry	**Description:**	Roof: Charcoal Metal Roof: Matte Black Door: Black, 4080 3/4 Lite Clear Glass Siding: Pure White SW7005 Trim: Pure White SW7005 Garage Stain: Expresso Garage door style: 114 Stone: Smoke Lueders Saw Cut Windows: Bronze
Garage Option:		**Artwork Filename:**	NECE_MODF_TX_2FE_8940_1.jpg
Date Artwork Created:	02/13/2024 10:07:40 AM	**Date Artwork Modified:**	08/13/2024 02:03:35 PM
Option(s):			

Neece-7TD Hill Country-79



Toll Division:	Texas Dallas	**Artwork Region:**	Texas
Artwork Group:	Non-Master	**Community:**	
Garage Configuration:	2 Front Entry	**Description:**	Roof: Charcoal Metal Roof: Matte Black Stone: Austin Saw Cut Siding: Snowbound SW7004 Trim: Snowbound SW7004 Door: Espresso, Door Style: Glass Frosted, Contemporary 5-Lite Windows: White Cedar Posts: Espresso Garage Door Stain: Espresso
Garage Option:		**Artwork Filename:**	NECE_HLC_TX_2FE_8940_1.jpg
Date Artwork Created:	02/13/2024 10:07:40 AM	**Date Artwork Modified:**	08/13/2024 02:03:35 PM
Option(s):			

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Victoria Kiker
Date:	February 11, 2025
Re:	Toll Brothers Architecture (Legacy Branch) – Development Agreement

Action Requested:
Consider and act upon an amendment to the Development Agreement (1st Amendment) with Toll Southwest, LLC, on approximately 91 acres of land, generally located at the northeast corner of Legacy Drive and Clear Creek Parkway, within both the Extraterritorial Jurisdiction (ETJ) and the City Limits. (Toll Brothers Architecture (Legacy Branch) – Development Agreement) (McAfee)

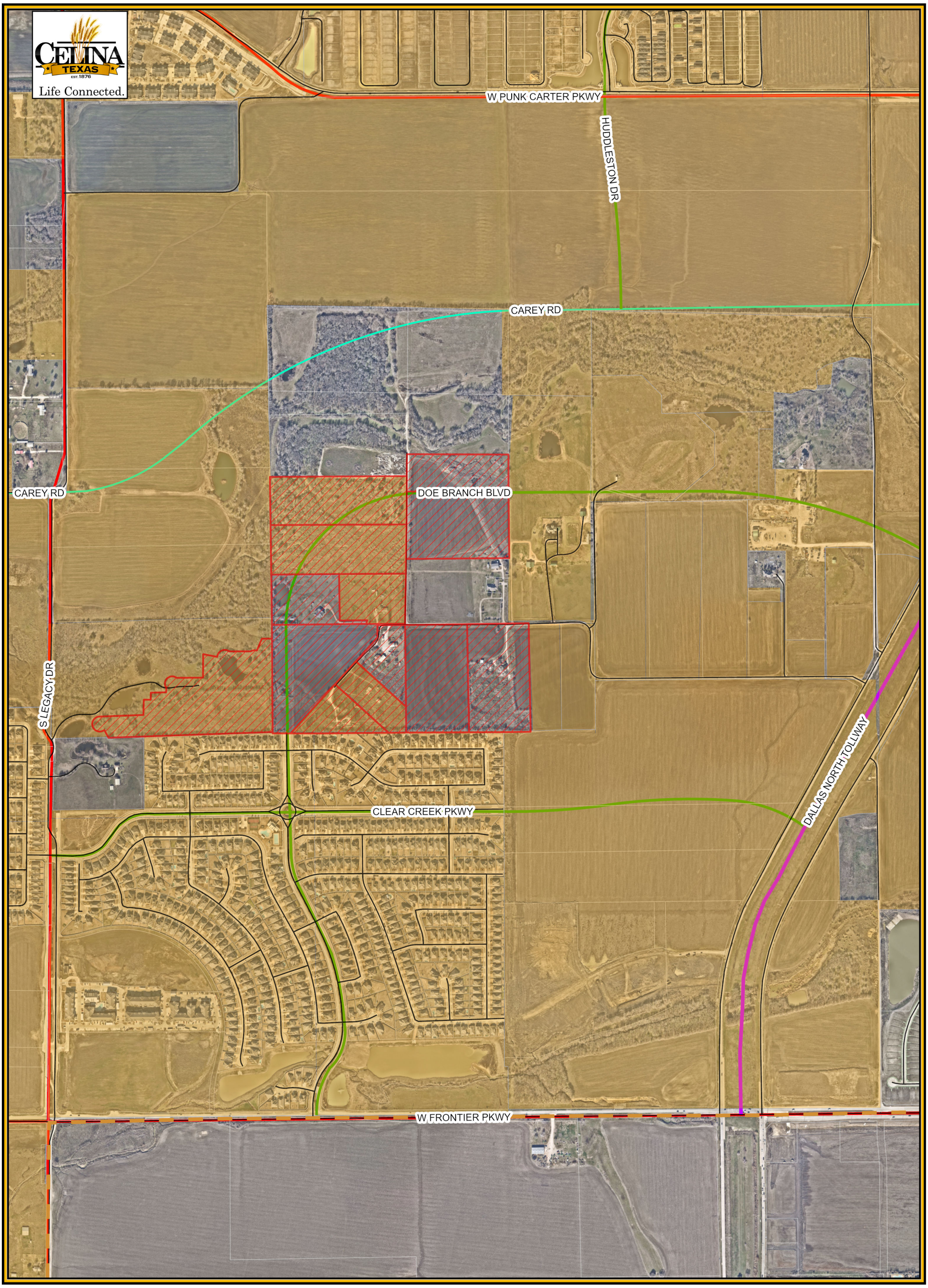
Background Information:
This request is for a Development Agreement on approximately 91 acres of land for the Legacy Branch neighborhood. The agreement is between Toll Brothers and the City of Celina. The applicant is proposing to amend the base architectural standards that govern the neighborhood to allow alternate exterior building materials. Celina's current base ordinance requires 80% of the overall structure to be Category A masonry (brick/stone), with the remaining 20% allowed to be cementitious fiber-board or stucco. The request involves using building materials (cementitious fiber-board & stucco) beyond the 20% maximum that the base code currently allows. Please refer to the attachments for further information.

Legal Review:
This item has been reviewed by the City Attorney

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Development Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- City Limits
- Roads
- Parcels

Legacy Branch Location Map

City of Celina

6/6/2024

N
W E
S

0 500 1,000

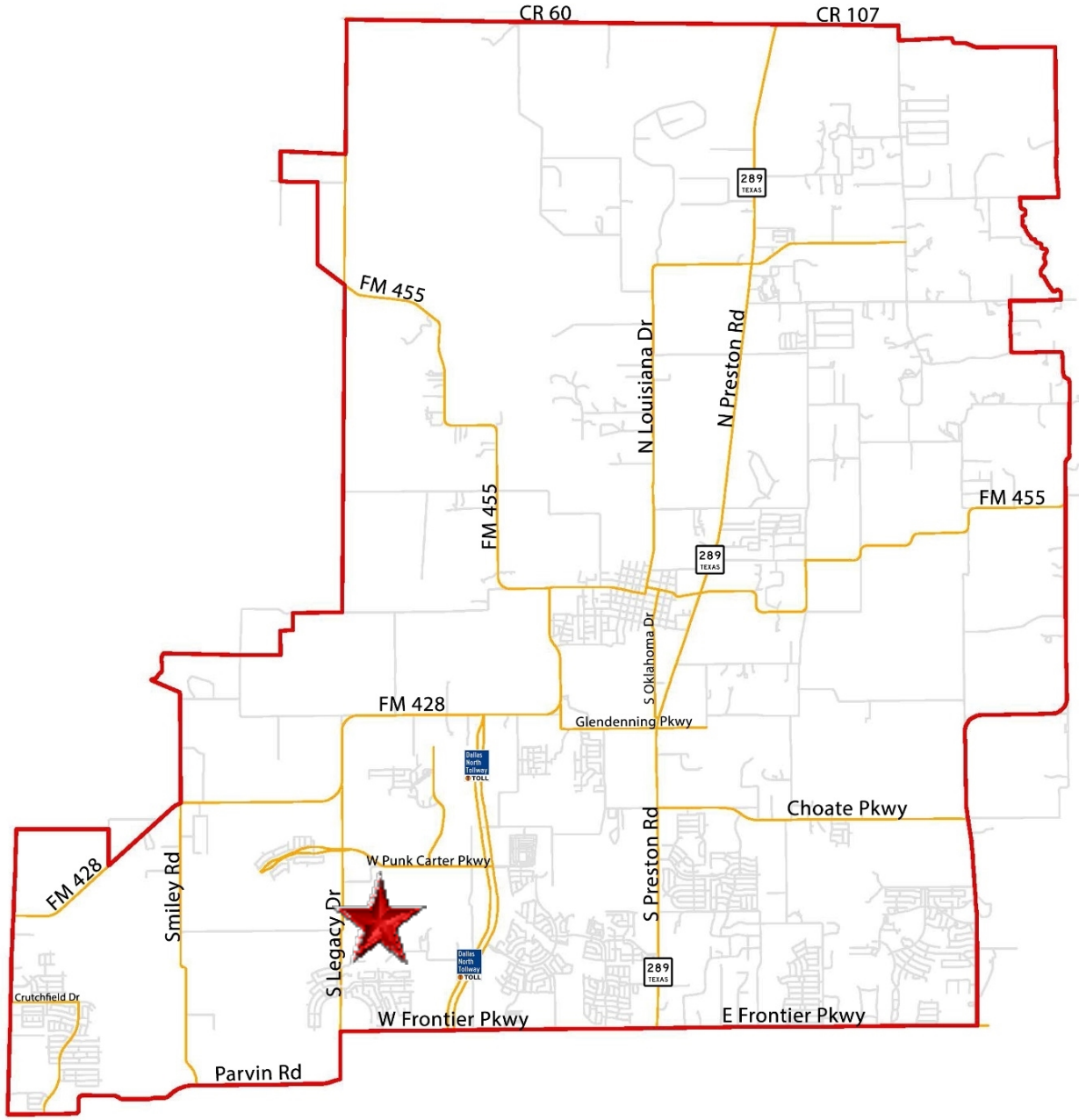
Feet

TOLL BROTHERS ARCHITECTURE (LEGACY BRANCH)

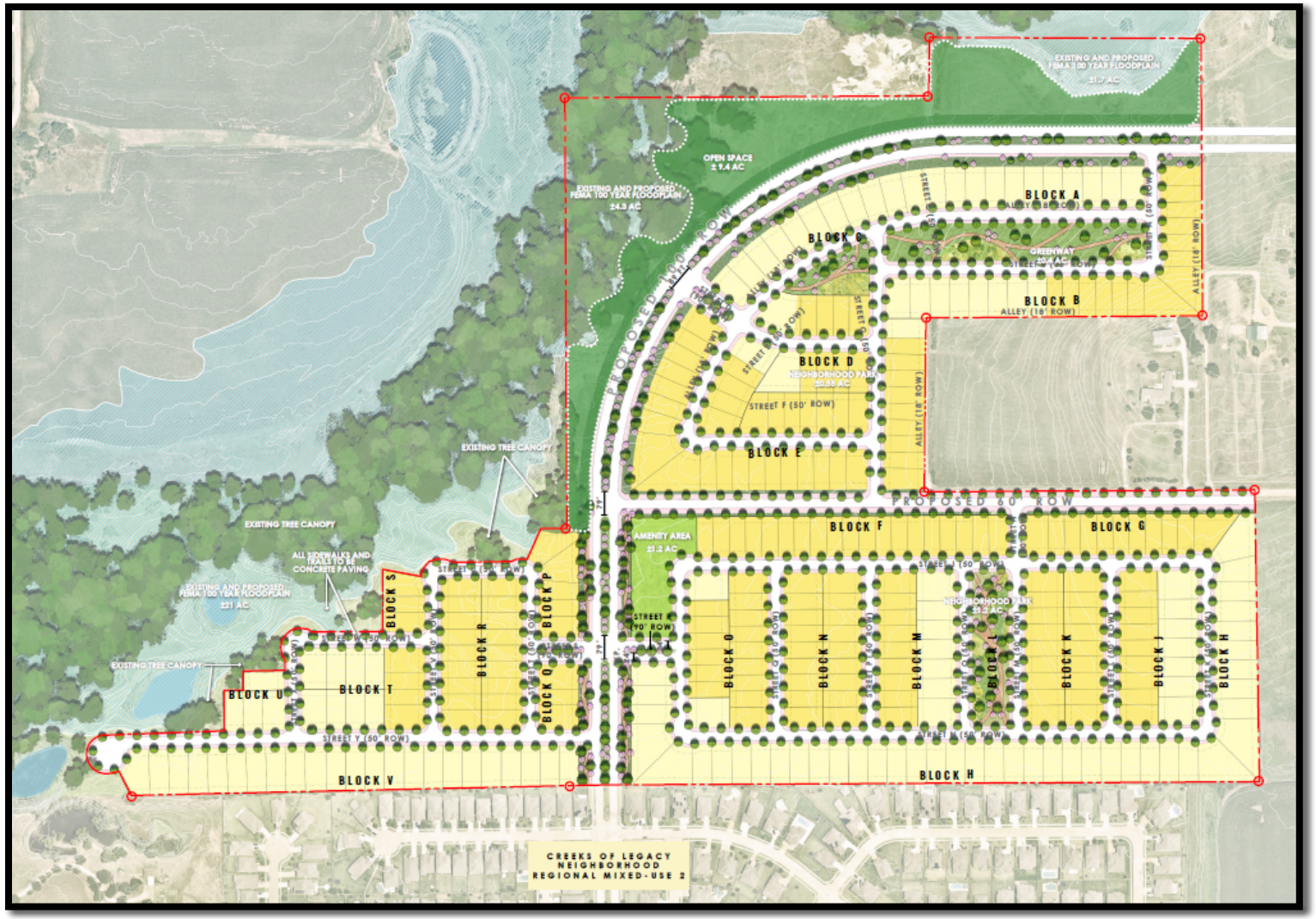
DEVELOPMENT AGREEMENT

City Council
February 11, 2025




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

Legacy Branch



50'X120' LOTS: ± 194

60'X125' LOTS: ± 126

TOTAL: ± 320 LOTS, ± 3.6 DU/AC

ORDINANCE BACKGROUND

- The City adopted Architectural Standards in 2018, which establish a minimum level of quality for new buildings
- Several cities require adherence to masonry standards in their development agreements in order to maintain minimum standards for new construction (Frisco, Prosper, Celina)
- Celina's ordinance requires 80% of the front façade (and overall structure) to be Category A (brick/stone) masonry, with the remainder allowed to be cementitious fiber-board or stucco
- Use of an alternate material with no discernable style is not allowed (*i.e. mere cost savings does not qualify*)

RELIEF HISTORY

- Downtown has its own “faux-historic” requirement
- On occasion, Celina has previously granted relief to the City’s architectural standards, on a case-by-case basis

APPLICANT REQUEST

- Toll Brothers request to allow for three additional architectural styles *(Hill Country, Modern Farmhouse, & Transitional)* to build in Legacy Branch
- Their request involves using building materials (stucco and cementitious fiberboard) beyond the 20% maximum per base code
- Character images of the three styles are provided in the next few slides



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

POLICY REASONS FOR

- DFW, especially Collin County, is heavy masonry and has resulted in a homogenous visual environment (brick/stone)
- The market has trended to more diverse options over the years
- Celina's local market ($600,000+) ensures a minimum quality level
- The sub-prime era (late 90s, early 2000s) starter home boxes with inferior exterior materials are unlikely to be built here

POLICY REASONS AGAINST

- Heavy masonry (brick/stone) is:
  - Proven
  - Durable
  - Sustains & protects value
  - Attractive
  - Understood
- Some believe that the use of stucco and cementitious fiber board is lower quality

P&Z PUBLIC HEARING

- One resident noted that the proposed materials (stucco, cementitious fiberboard) require more maintenance
- The Commission had general questions on material mix, anti-monotony requirements in the base standard, and how relief should be granted on a case-by-case basis
- The Commission supported the request

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval at its regular meeting in October, with the condition that any lot narrower than 70’ wide should have a mix of at least two materials
- Staff recommends approval as presented

FIRST AMENDMENT TO
DEVELOPMENT AGREEMENT

This First Amendment to Development Agreement (this "First Amendment") is executed by and between Toll Southwest, LLC, a foreign limited liability company ("Developer") and the City of Celina, Texas, a home-rule municipality (the "City") (Owner and the City are sometimes individually referred to as a "Party" and collectively as the "Parties") to be effective on the last date it is signed by all Parties (the "Effective Date").

RECITALS

WHEREAS, the City and OMA Celina, LLC, a Texas limited liability company ("OMA") previously entered into that certain Development Agreement, effective August 13, 2024 recorded in the Official Public Records of Collin County as Instrument No. 2024000102216 ("Development Agreement"), governing the development of approximately 90.49 acres of land (the "Property"), as described and depicted in the Development Agreement; and

WHEREAS, OMA assigned all of its obligations, rights, title and interest in and to the Development Agreement to KL LB BUY 4, LLC, a foreign limited liability company ("Owner") pursuant to that certain Collateral Assignment of Agreements, effective November 1, 2024; and

WHEREAS, the Developer intends to purchase the Property from the Owner and the Developer intends to develop the Property pursuant to the terms of the Development Agreement; and

WHEREAS, the Development Agreement addressed matters related to the development of the Property;

WHEREAS, all capitalized terms in this First Amendment shall be as defined in the Development Agreement unless otherwise defined herein; and

WHEREAS, the Parties have determined that they have the authority to enter into this Amendment;

WHEREAS, it is the intent of this First Amendment to establish certain legally binding restrictions and commitments to be imposed upon the Property; and the City and the Developer are proceeding in reliance on the enforceability of this Amendment.

WHEREAS, Developer and the City now desire to amend the Development Agreement as hereinafter set forth;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer and the City hereby agree as follows:

ARTICLE I
AMENDMENT OF AGREEMENT

1.1 Section "Architecture" of Exhibit D of the Development Agreement is hereby amended to read as follows (added text identified by underline):

"**Architecture**

The subject property is an architecturally, historically, and culturally significant tract of land uses that is meaningfully located; thus, all structures shall abide by the City's architectural standards, as may be amended, with the exception that as an alternative to the exterior building materials required herein, all structures may, upon approval in writing of the exterior elevations by the City's Director of Development Services, adhere to architectural standards with characteristics of hill country, modern farmhouse, and transitional architecture as defined herein.

A modern farmhouse architectural style typically incorporates vertical cementitious fiber-board into the elevations, mixed with another heavy masonry material such as brick or stone.

A hill country architectural style typically incorporates 3-step stucco into the elevations, mixed with at least one other heavy masonry material such as brick or stone.

A transitional architectural style incorporates a variety of brick, stone, stucco, and cementitious fiber-board into the elevations, mixed with at least one other heavy masonry material such as brick or stone."

1.2. Depictions of the hill country, modern farmhouse, and transitional architecture, to be added as Exhibit D-1 of the Development Agreement, are shown in **Exhibit A**, attached hereto and fully incorporated as if set forth herein.

1.3 The Development Agreement as amended by this First Amendment shall continue in full force and effect.

1.4. Each Party acknowledges and agrees that this First Amendment is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

1.5. This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

[Signature Pages to Follow]

EXECUTED BY THE PARTIES TO BE EFFECTIVE ON THE EFFECTIVE DATE:

CITY OF CELINA

By: _____
Name: Ryan Tubbs
Title: Mayor
Date: _____

ATTEST:

By: _____
Lauren Vaughns, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

On _____ ___, 202_, before me, the undersigned personally appeared Ryan Tubbs, Mayor, of the City of Celina and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same in his authorized capacity.

_____
Notary Public in and for the State of TEXAS

OWNER:

_____
_____

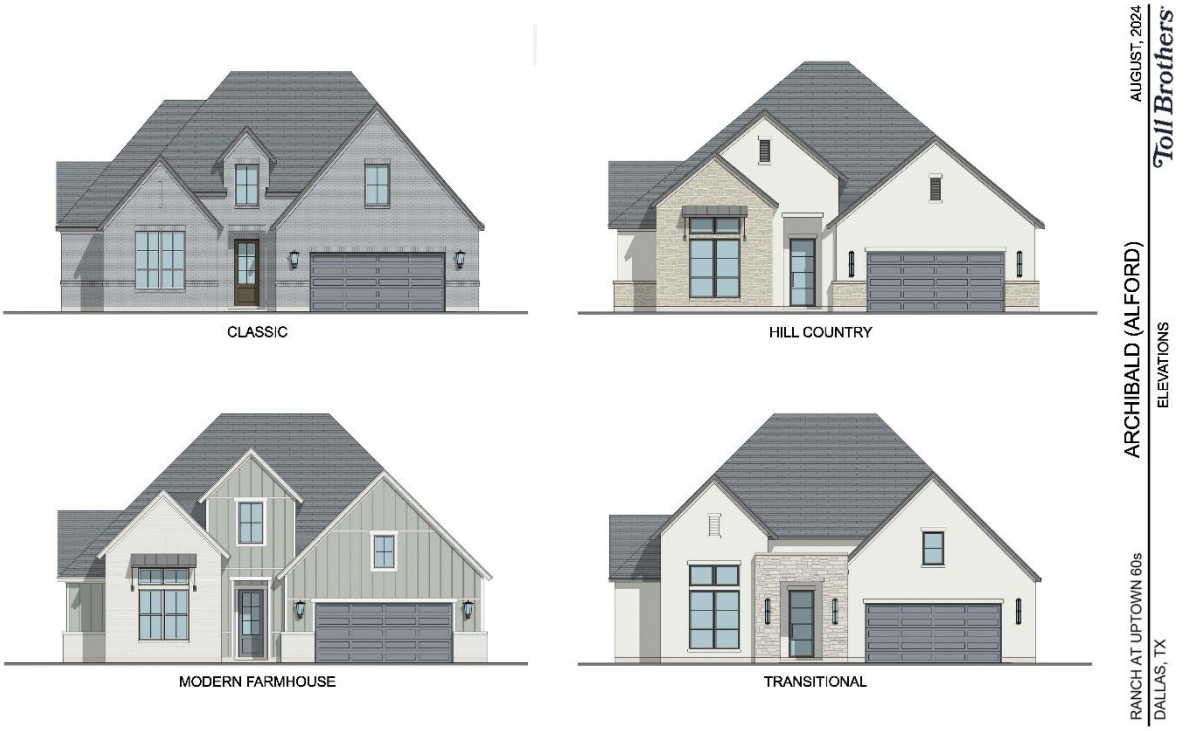
By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF___ §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 202_, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT D-1
Hill Country, Modern Farmhouse, and Transitional Architecture Depictions





CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

AUGUST, 2024

Toll Brothers

ASTRID (CISCO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

04-23-2024

Toll Brothers

FLORIAN (SALADO)

ELEVATIONS

RANCH AT UPTOWN 60s

DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

GODFREY (PAMPA)
ELEVATIONS
RANCH AT UPTOWN 60s
DALLAS, TX
AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

PHILOMENA (LAVON)
ELEVATIONS
RANCH AT UPTOWN 60s
DALLAS, TX
AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 60s
DALLAS, TX

RANDOLPH (LIVE OAK)
ELEVATIONS

AUGUST, 2024

Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

ALASTAIR (MAGGIE SPINOFF)
ELEVATIONS

AUGUST, 2024

Toll Brothers


CLASSIC
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
AUGUST, 2024
Toll Brothers
BARNABY (RIDGEHAVEN SPINOFF)
ELEVATIONS
RANCH AT UPTOWN 55
DALLAS, TX


CLASSIC
HILL COUNTRY
MODERN FARMHOUSE
TRANSITIONAL
AUGUST, 2024
Toll Brothers
CORBY (BRIANNA SPINOFF)
ELEVATIONS
RANCH AT UPTOWN 55
DALLAS, TX



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

COTSWOLD (MATAGORDA SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers



CLASSIC



HILL COUNTRY



MODERN FARMHOUSE



TRANSITIONAL

RANCH AT UPTOWN 55
DALLAS, TX

LYNDHURST (AUDREY SPINOFF)
ELEVATIONS

AUGUST, 2024
Toll Brothers

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:	Kimberly Brawner
Date:	February 11, 2025
Re:	Fire Station #4 GMP 1

Action Requested:
Consider and act to approve a guaranteed maximum price for the construction of Fire Station #4 to Crossland Construction for an amount not to exceed $250,000.00. (Brawner)

Background Information:
In June 2019, the City of Celina purchased 23 acres for a public safety campus. The first phase of the public safety campus is complete, and the Celina Police Department is operating in its new building. The second phase of the public safety campus will be the construction of Fire Station 4. Station 4 will provide fire coverage for residents located on the east side of the City of Celina. Fire Station 4 will be located on the south side of Punk Carter, east of the Bluewood subdivision, and will be adjacent to the new police station. The station will reside on two acres of the 23-acre public safety campus.

As part of the police station construction, a surplus pile of dirt was stockpiled for utilization with the construction of Coit Road from Vest Lane to Choate Parkway. Unfortunately, the Coit Road project has not started due to utility conflicts. However, the design of Fire Station 4 is progressing ahead of the Coit Road construction project. For the Fire Station 4 design to continue, the civil engineer needs to survey the area and complete geotechnical reporting for the project. The City Council authorized Crossland as the CMAR in December 2024. As such, the staff requests authorization to contract with Crossland Construction for the necessary dirt relocation on the same site to facilitate the necessary geotechnical work.

Legal Review:
The contract has been previously reviewed and approved.

Supporting Documents:

1. Fire Station #4 GMP
2. Presentation - Fire Station #4 GMP

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 approval of the proposed contract amendment as presented.

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 1 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Crossland Construction Company, Inc.** (hereinafter referred to as the "Provider") for **the construction of Fire Station 4, Bid 2025-005,** (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.

1. Article 1 Contract documents, item 8 Add
    a. Amendment 1: GMP
    b. Schedule
2. Guaranteed Maximum price: **$240,000.00 Soil Relocation**

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

Robert Ranc, City Manager
Printed Name & Title

Date

CROSSLAND CONSTRUCTION CO, INC.

Rocky Hussman
Rocky Hussman (Feb 4, 2025 16:41 CST)

President - Texas
Printed Name & Title

Feb 4, 2025
Date

Celina Fire Station 4 Earthwork Relocation

Project: CFS4 - Spoils Relocation
Date: January 13th, 2025

CROSSLAND CONSTRUCTION COMPANY, INC.

Estimate I				
Item	Description			Amount
	01A - GENERAL REQUIREMENTS			
1	Crossland Construction General Conditions and Requirements	**TOTAL**	**$**	**10,000.00**
	31A EARTHWORK			
2	Erosion Control			
3	Relocation of Onsite Spoils to SW Corner of Site			
4	Staking of Station to Determine Building Footprint			
5	Staking of Future Station to Determine FFE for Geotech Borings			
	Borings to be provided by City of Celina Geotechnical Lab			
6	Grade Off Spoils Mound to be uniform & presentable			
		TOTAL	**$**	**240,000**
		TOTAL	**$**	**250,000**

Cost Shown Above Is Based on Information Provide to CCC Through Conversations with the City of Celina. In the Event that unforeseen issues arise during the construction phase of the project, Crossland may potentially be due additional funds to complete work not orignally outlined in the scope of work above.

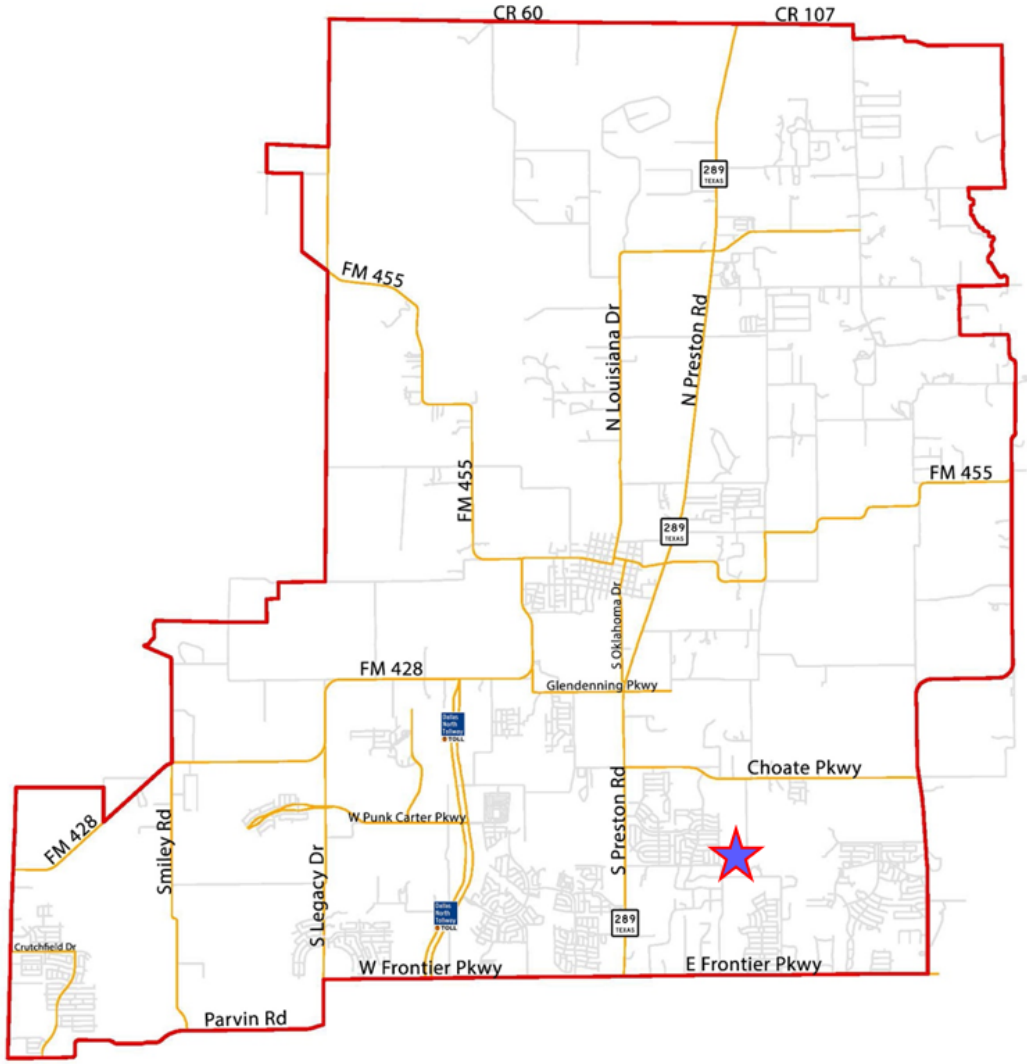
FIRE STATION #4
GMP 1

Kimberly Brawner
February 11th, 2025



PROJECT LOCATION

- 1205 Punk Carter Pkwy



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
- City Council approved Crossland as CMAR in December 2024.

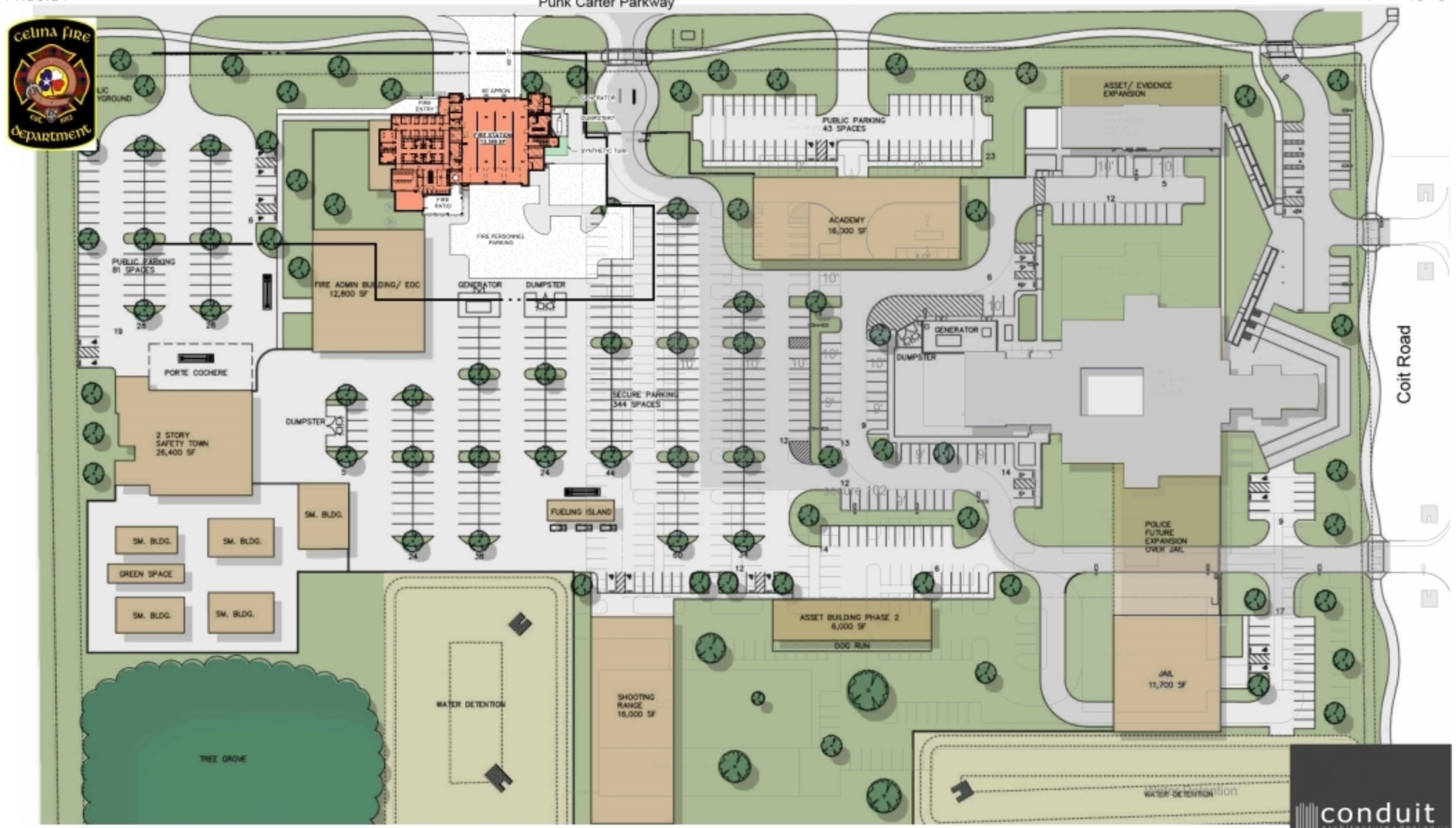
Celina Fire Station #4

11.26.24

Celina, Texas

SCHEMATIC DESIGN – SITE PLAN

1" = 40'-0"



1 Schematic Site Plan

1" = 40'-0"

conduit architecture + design

t 972.302.9747

conduitad.com

Celina Fire Station #4

01.10.25

Celina, Texas

SCHEMATIC DESIGN - ELEVATIONS - PARAPET

1/8" = 1'-0"



1 Schematic North Elevation - Parapet

1/8" = 1'-0"



2 Schematic West Elevation - Parapet

1/8" = 1'-0"

Celina Fire Station #4

01.10.25

Celina, Texas

SCHEMATIC DESIGN - ELEVATIONS - PARAPET

1/8" = 1'-0"



1 Schematic South Elevation - Parapet

1/8" = 1'-0"



2 Schematic East Elevation - Parapet

1/8" = 1'-0"

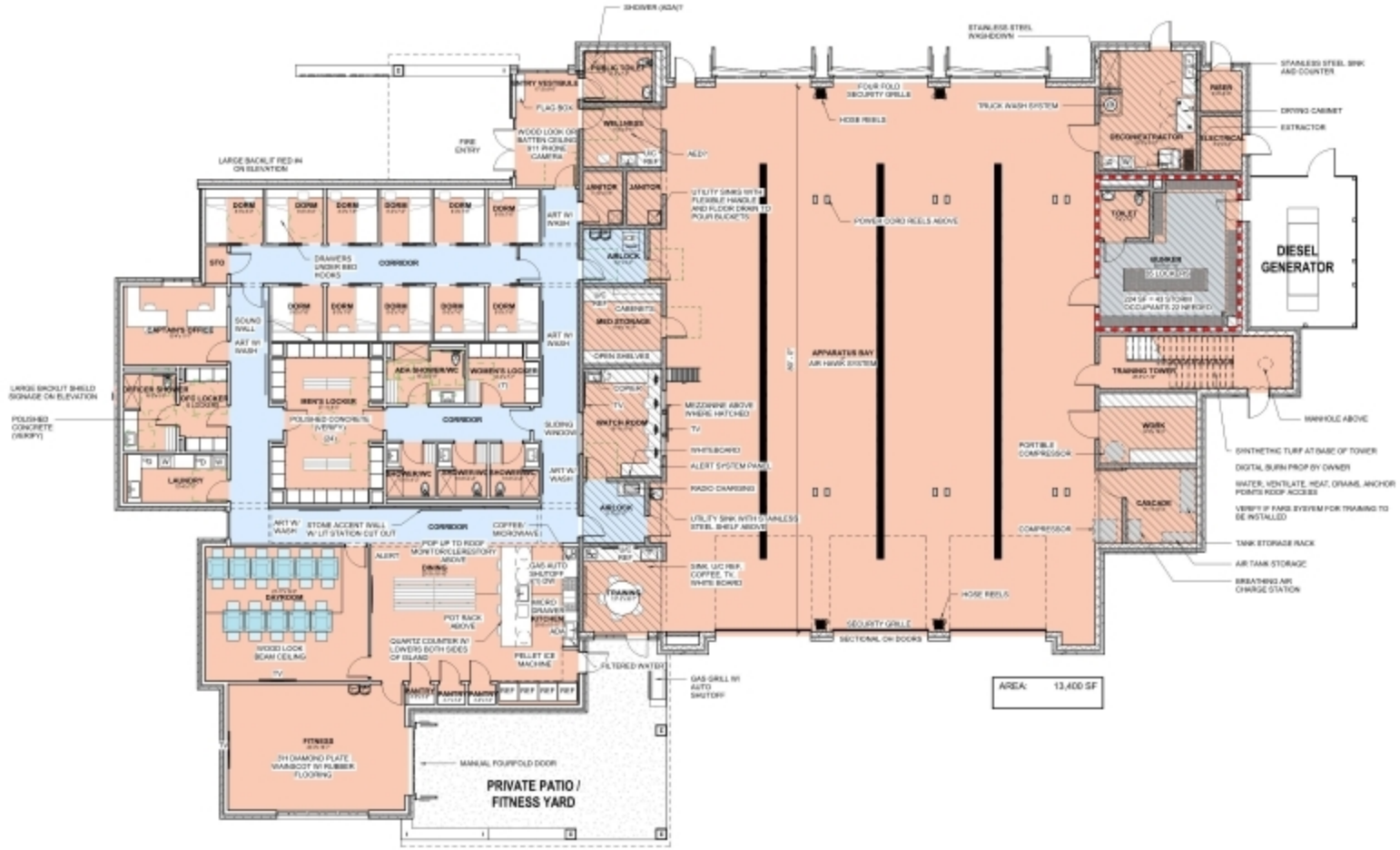
Celina Fire Station #4

01.10.25

Celina, Texas

SCHEMATIC DESIGN - FLOOR PLAN

1/8" = 1'-0"



1 Schematic Floor Plan

1/8" = 1'-0"

INTRODUCTION

- This item is to Consider and act to approve a guaranteed maximum price (GMP 1) to the CMAR contract for the construction of Fire Station #4.
- GMP 1 includes the relocation of approximately 50,577 cubic yards of soil to allow for Geotechnical testing needed for the engineering of civil drawings, building structural foundation design, and preparation for future construction.
- The cost for GMP 1 is $250,000.

WORK SCOPE

Estimate I				
Item	Description			Amount
	01A - GENERAL REQUIREMENTS			
1	Crossland Construction General Conditions and Requirements	**TOTAL**	**$**	**10,000.00**
	31A EARTHWORK			
2	Erosion Control			
3	Relocation of Onsite Spoils to SW Corner of Site			
4	Staking of Station to Determine Building Footprint			
5	Staking of Future Station to Determine FFE for Geotech Borings			
	Borings to be provided by City of Celina Geotechnical Lab			
6	Grade Off Spoils Mound to be uniform & presentable			
		TOTAL	**$**	**240,000**
		TOTAL	**$**	**250,000**

QUESTIONS?

Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Robert Ranc, City Manager
Intiated by:	Lauren Vaughns
Date:	February 11, 2025
Re:	Calling May 2025 General Election

Action Requested:
Consider and act upon a Resolution ordering and calling a General Election for the purpose of electing a Councilmember for Place 1 and a Councilmember for Place 6 for three (3) year terms each; authorizing a joint election with the Collin County Elections Administrator, Denton County Elections Administrator and the political subdivisions located entirely or partially inside the boundaries of each county to be held on May 3, 2025. (Vaughns)

Background Information:
This Resolution calls the annual General Election for May 3, 2025, in accordance with the Celina Home Rule Charter and the Texas Election Code.

Legal Review:
Legal has reviewed the Resolution.

Supporting Documents:
1. Presentation
2. Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

Calling May 2025 General Election

City Council Meeting
February 11, 2025



Purpose of Item

- Calling General Election for the purpose of electing a Councilmember for Place 1 and a Councilmember for Place 6

- Authorizing joint election with Collin County Elections Administrator and Denton County Elections Administrator

QUESTIONS?

RESOLUTION NO. 2025- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A GENERAL ELECTION FOR THE PURPOSE OF ELECTING A COUNCILMEMBER FOR PLACE 1, AND A COUNCILMEMBER FOR PLACE 6 FOR THREE (3) YEAR TERMS EACH; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 3, 2025; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a)(1) of the Texas Election Code (hereinafter the "Code") establishes the first Saturday in May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, Chapter 271 of the Code provides for joint elections between municipalities and school districts; and

WHEREAS, Section 3.004(a)(3) of the Code provides that the governing body of a municipality shall be the authority to order a General or Special Election; and

WHEREAS, Section 3.005(c) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

WHEREAS, Section 31.092 of the Code provides that the County Election Officer (the "Election Officer") may contract with the City to perform election services; and

WHEREAS, the City, the Celina Independent School District and Collin County Community College (Collin County only), will contract with Denton County and Collin County, Texas through its Election Officer to perform election services pursuant to Section 31.091; and

WHEREAS, Section 2.053 of the Code provides that a City Council may, in its discretion, declare a candidate elected to office if: (1) the candidate is the only person who has qualified to appear on the ballot for that office, and (2) no write-in candidates have submitted their names to be placed on the list for write-in candidates; and

WHEREAS, the City Council desires to and hereby calls a General Election to be conducted on May 3, 2025, to elect one (1) Councilmember for Place 1, and one (1) Councilmember for Place 6 for three (3) year terms each.

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

SECTION 1
INCORPORATION

That all of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

SECTION 2
DATE OF ELECTION

That it is hereby ordered that a General Election, including any necessary run-off election(s) (the "Election") shall be held in and throughout the City of Celina on Saturday, May 3, 2025, under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

That the purpose of said General Election is to elect a Councilmember for Place 1, and a Councilmember for Place 6, for three (3) year terms each.

SECTION 4
APPLICATION FOR A PLACE ON THE BALLOT

That any eligible and qualified person may have that person's name printed upon the official ballot as a candidate for the office(s) hereinbefore set forth by filing the person's sworn application with the City Secretary not later than 5:00 p.m. of the 78th day before election day, and not earlier than the 30th day before the date of the filing deadline.

SECTION 5
CANCELLATION OF ELECTION

If only one person who has qualified to appear on the ballot for each office hereinbefore set forth, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the City Council may declare the candidates elected to office and cancel the election called herein.

SECTION 6
ELECTION PRECINCT, POLLING PLACE, AND HOURS

The polling place in Collin County for the Election shall be posted at a time when determined by the Collin County Elections Administrator. The polling place in Denton County for the Election shall be posted at a time when determined by Denton County Elections Administrator. In

accordance with Section 41.031 of the Code, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 7
APPOINTMENT JUDGES AND CLERKS

The Election Officers shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with law.

SECTION 8
COMPENSATION OF THE JUDGE AND CLERKS

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election, keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of $25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 9
METHOD OF VOTING

The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of a Direct Record Electronic Voting System. Preparation of the official ballots for the Election shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for one (1) Councilmember for Place 2, and one (1) Councilmember for Place 3.

SECTION 10
GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Code, and the Home Rule Charter, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 11
PUBLICATION AND POSTING OF NOTICE

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the

meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION 12
EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 21, 2025, and terminating on Tuesday, April 29, 2025, except that early voting on April 28, 2025, and April 29, 2025, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin County only) Saturday, April 26, 2025, (7:00 a.m. to 7:00 p.m.). Early voting will not be conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 22, 2025.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for one (1) Councilmember for Place 1, and one (1) Councilmember for Place 6 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 13
DELIVERY OF RETURNS

Pursuant to Section 66.051 of the Code, immediately after the closing of the poll on the day of the Election, the election officers named in this Ordinance shall make four (4) copies of the returns.

The returns shall be delivered as follows: The Election Judge shall deliver envelope #1 in person to the presiding officer of the local canvassing authority. If the presiding officer of the local canvassing authority is unavailable, the envelope shall be delivered to the general custodian of election records who shall then deliver it to the local canvassing authority before the time set for convening the local canvass. The Election Judge shall deliver envelope #2 to the general custodian of election records. The Election Judge shall retain envelope #3. The Election Judge shall deliver envelope #4 in person to the voter registrar. If the voter registrar is unavailable, the envelope shall be delivered to the general custodian of election records, who shall deliver it to the voter registrar on the next regular business day. All election records and supplies shall be preserved by the Elections Administrator/City Secretary in accordance with the Code.

SECTION 14
CANVASSING OF RETURNS

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 6, 2025, or later than May 14, 2025.

SECTION 15
NECESSARY ACTIONS

The Mayor, City Council, Election Officer and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 16
SEVERABILITY CLAUSE

It is hereby declared to be the intent of the City Council of the City of Celina that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 17
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Resolution by copying the descriptive caption in the minutes of the City Council and by filing this Resolution in the records of the City.

SECTION 18
EFFECTIVE DATE

This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 11th day of February 2025.

CITY OF CELINA

_____
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:	Andy Glasgow
Date:	February 11, 2025
Re:	Smiley Road Alignment Study Contract Amendment

Action Requested:
Consider and act to authorize a contract amendment with CobbFendley for the Smiley Road Alignment Study to conduct a hydraulic study to an amount not to exceed $25,110.00. (Glasgow)

Background Information:
Under an MSA with the City, CobbFendley was contracted to provide professional engineering services for an alignment study of approximately 2,170 LF of Smiley Road from Parvin Road to 2,170 LF north of Parvin Road, executed in November 2023. Due to the need for more information regarding the portion of the road in the floodplain, an additional study is required to set the alignment in the best location. CobbFendley will provide the City engineering design for a hydraulic study of the creek crossing on Smiley Road for the preliminary alignments presented in the alignment study report. A hydraulic analysis is to be paired with the alignment study to determine the bridge low cord elevation and bridge opening length required to pass the 100-year fully developed peak flow and to evaluate the potential hydraulic impact of each alignment. Because the existing Smiley Road is very low and significantly overtops in the 100-year condition, it is anticipated that raising the road could cause increases in water surface which will need to be mitigated. Mitigation alternatives will be investigated for the City's consideration. The results of the Preliminary Flood Study will be documented in a report for submittal to the City of Celina.

Legal Review:
N/A

Supporting Documents:
1. Smiley Rd Hydraulic Study

2. Smiley Rd Contract Amendment

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

Staff Recommendation:
Staff recommends authorizing the amendment as presented.

EXHIBIT B - WORK AUTHORIZATION

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

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

Project Name:	Smiley Road Alignment Study - Drainage Analysis		
Task Order #		**Task Order Date:**	
Engineer:	Cobb Fendley & Associates, Inc.		
Purchase Order#:		**Project #:**	
Engineer Representative	Ted B. Sugg, P.E.	**Owner Representative:**	Nalah Williams

INVOICE SUBMITTAL

Billing Period:	Monthly-for the full month (1-31)
Submission Date:	Submit invoice by the 10th of each month.
Invoice Instructions: **Electronic Submission is preferred.**	Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov** Mail to: City of Celina Accounts Payable 142 N. Ohio Celina, TX 75009 Include PO number, billing period, and project name

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans ___are _X_ are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Order.
5. **Other: Design schedule shall be submitted for work orders where the scope of work duration surpasses ninety (90) calendar days.**

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Mark C. Lorance, P.E.
Signature	Signature
	Mark C. Lorance, P.E.
Printed Name & Title	Printed Name & Title
	1/22/2025
Date	Date

EXHIBIT A – SCOPE OF SERVICES

AUTHORIZATION FOR PROFESSIONAL SERVICES

July 11, 2024

City of Celina
Nalah Williams, E.I.T.
300 W. Maple Street
Celina, TX 75009
nwilliams@celina-tx.gov

Re: Smiley Road Alignment Study – Hydraulic Study

Dear Ms. Williams:

Cobb, Fendley & Associates, Inc. ("CobbFendley") is pleased to propose professional engineering design services for the referenced project. CobbFendley's services are to be performed for the sole benefit of the City of Celina, Texas ("Client"), who shall be responsible for payment of those services. When accepted by the signature of Client's authorized representative, the Authorization and the documents referenced herein shall constitute the entire agreement between Client and CobbFendley ("Engineer") with respect to this project.

CobbFendley will provide the Client engineering design for a hydraulic study of the creek crossing on Smiley Road for the preliminary alignments presented in the alignment study report.
CobbFendley is teaming with Cardinal Strategies Engineering Services, LLC ("Cardinal") to perform this study.

The City has also requested a hydraulic analysis to be paired with the alignment study to determine the bridge low cord elevation and bridge opening length required to pass the 100-year fully developed peak flow and to evaluate the potential hydraulic impact of each alignment.

Because the existing Smiley Road is very low and significantly overtops in the 100-year condition, it is anticipated that raising the road could cause increases in water surface which will need to be mitigated. Mitigation alternatives will be investigated for the City's consideration. The results of the Preliminary Flood Study will be documented in a report for submittal to the City of Celina.
Based on the information available for the site, the following scope of services will be performed

I. SCOPE OF SERVICES

Phase 1 – Preliminary Flood Study

1. Project Management / Coordination
2. Site visit
3. Update current Parvin Road hydraulic model to reflect topographic survey for the Smiley Road crossing.
4. Model three (3) proposed alignment alternatives to determine bridge opening, required low chord, and potential off-site hydraulic impacts.
5. Update modified flows and hydrologic routing to determine downstream impact to peak flow rates.
6. Evaluate up to three (3) alternatives to mitigate off-site impacts.
7. 100-year Fully Developed floodplain mapping for pre-project and each post-project condition.

COBB FENDLEY: ML CLIENT: _____

8. Preliminary Flood Study Report.
9. Meeting with City of Celina to discuss results, up to 2 meeting.

II. CLIENT RESPONSIBILITIES

A. The Client will provide the following information in a timely manner so as not to delay the services of CobbFendley:

1. The Client will provide any available design plans, drainage studies, surveys, property information, utility locations, CADD files or any other pertinent information.

2. The Client shall attend review meetings and make final decisions on design issues such that questionable matters may be resolved and the Project progress as scheduled.

3. The Client shall provide CobbFendley access to the site and allow interviews with personnel that have a working knowledge of the facilities within the Project area. The Client shall make available personnel to assist in the locating of water and wastewater lines, which cannot be identified by other means.

III. ADDITIONAL SERVICES

A. The following services are not included in this proposal. They can be added as additional services or provided by the Client as necessary:

1. Any other service not specifically included within the description of Basic Services, Special Services, or Other Services as described above.

2. Any permitting, testing, studies, design, or redesign effort required to bring the plans and specifications and the project into compliance with any local, state, or federal regulations, processes, or procedures that are put into effect after the execution date of this contract.

3. Consulting services by others not included in proposal.

4. Design of improvements outside the project limits / off-site.

5. Redesign or additional surveying for the Client's convenience or due to changed conditions after the execution date of this contract.

6. Redesign or additional surveying for the Client's convenience after client has approved proposed alternates and / or approved progress on the design.

7. Alternate additions not included in the original scope.

8. Evaluation of design / alignment alternatives beyond what is defined in the scope.

9. Preparing exhibits and / or intermediate submittals beyond what is defined in the scope.

COBB FENDLEY: ML CLIENT: _____

10. Field Surveys

11. Environmental permitting

12. Coordination with any entities other than City of Celina

13. Development of final flood study

14. FEMA coordination

IV. COMPENSATION

A. Refer to Exhibt B

V. SCHEDULE

A. Refer to Exhibt C

VI. AUTHORITY TO SIGN

A. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

B. This Agreement, and the included General Terms and Conditions, constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions between the parties, whether oral or written in respect of this matter. There are no representations, warranties, collateral agreements, conditions or other agreements between the parties hereto in connection with the subject matter hereof except as specifically set forth herein.

C. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year set forth in this Agreement.

CONSULTANT:	CLIENT:
COBB, FENDLEY & ASSOCIATES, INC.	CITY OF CELINA, TEXAS
By: Mark C. Lorance, P.E.	By: _____
Mark Lorance, P.E. Sr. Vice President | Region Manager	Name: _____ Title: _____
Date: 1/22/2025	Date: _____

COBB FENDLEY: ML CLIENT: _____

VII. GENERAL TERMS AND CONDITIONS OF THE AUTHORIZATION FOR PROFESSIONAL SERVICES

1. REIMBURSABLE EXPENSES CobbFendley's direct expenses shall be those costs incurred on or directly for the Client's project, including butnot limited to necessary transportation costs including mileage at the current IRS rate, meals and lodging,laboratory tests and analyses, and printing and binding charges. These direct expenses shall be billed inaccordance with the attached rate schedule.

2. OUTSIDE SERVICES When technical or professional services are furnished by an outside source, when approved by the Client, anadditional amount shall be added to the cost of these services by CobbFendley to cover CobbFendley'sadministrative costs, as provided in the attached CobbFendley rate schedule.

3. COST PROJECTIONS If included in CobbFendley's scope of services, opinions or estimates of probable construction costs areprepared on the basis of CobbFendley's experience and qualifications and represent CobbFendley's judgmentas a professional generally familiar with the industry. However, since CobbFendley has no control over the costof labor, materials, equipment or services furnished by others, over contractor's methods of determining prices,or over competitive bidding or market conditions, CobbFendley cannot and does not guarantee, represent orwarrant that proposals, bids, or the actual construction cost will not vary from CobbFendley's opinions orestimates of probable construction cost.

4. PROFESSIONAL STANDARDS CobbFendley agrees to perform its services in accordance with the standard of professional care used by otherpracticing professional engineers of ordinary prudence in the same field of engineering and performing the sametype of work in Client's community under the same or similar circumstances. CobbFendley makes no otherwarranty, expressed or implied.

5. TERMINATION Either Client or CobbFendley may terminate this authorization by giving 30 days written notice to the other party.In such event, Client shall forthwith pay CobbFendley in full for all work previously authorized and performedprior to effective date of termination. If no notice of termination is given, the relationships and obligations createdby this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.Failure by Client to make payments when due shall be cause for suspension of services or, ultimately,termination, unless and until CobbFendley has been paid in full all amounts due for services, expenses and otherrelated charges, including interest on past due amounts.

6. OWNERSHIP OF DOCUMENTS All documents prepared or furnished by CobbFendley pursuant to this Agreement are instruments ofCobbFendley's professional service, and CobbFendley shall retain an ownership and property interest therein,including all copyrights. CobbFendley grants Client a license to use instruments of CobbFendley's professionalservice for the purpose of constructing, occupying or maintaining the project. Reuse or modification of any suchdocuments by Client, without CobbFendley's written permission, shall be at Client's sole risk, and Client agreesto indemnify and hold CobbFendley harmless from all claims, damages and expenses, including attorneys' fees,arising out of such reuse by Client or by others acting through Client.

7. USE OF ELECTRONIC DOCUMENTS Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hardcopies) or fully-scaled PDF files that are signed and sealed by CobbFendley's authorized design professionals.Files in electronic formats, or other types of information furnished by CobbFendley to Client such as text, data orgraphics, are only for convenience of Client. Any conclusion or information obtained or derived from suchelectronic files will be at the user's sole risk. When transferring documents in electronic formats, CobbFendleymakes no representations as to long-term compatibility, usability, or readability of documents resulting from theuse of software application packages, operating systems or computer hardware differing from those in use byCobbFendley at the beginning of this project.

COBB FENDLEY: ML CLIENT: _____

8. HAZARDOUS ENVIRONMENTAL CONDITIONS CobbFendley shall have no liability or responsibility for the discovery, presence, handling, removal, disposal,cleanup, or exposure of persons or other property to underground substances, hazards, or conditions or otherlatent substances, hazards or conditions (including but not limited to contaminants, pollutants, chemicals or otherhazardous or toxic solids, liquids or gases of any kind), Client acknowledges that CobbFendley is performingprofessional services for Client and CobbFendley is not and shall not be required to become an "arranger,""operator," "generator" or "transporter" of hazardous substances, as defined in the ComprehensiveEnvironmental Response, Compensation, and Liability Act of 1990 (CERCLA).

9. FORCE MAJEURE Neither party shall be deemed in default of this agreement to the extent that any delay or failure in theperformance of its obligations results from any cause beyond its reasonable control and without its negligence.

10. CONSTRUCTION PHASE SERVICES If this Agreement provides for any construction phase services by CobbFendley, it is agreed that the Contractor,not CobbFendley, is responsible for the construction of the project, and that CobbFendley is not responsible forthe acts or omissions of any contractor, subcontractor or material supplier; for time of performance; for safetyprecautions, programs or enforcement; or for construction means, methods, techniques, sequences andprocedures employed by the Contractor. CobbFendley shall not be obligated to make exhaustive or continuouson-site inspections to check the quality or adequacy of construction or to verify that the work or materials of anycontractor, subcontractor or materials supplier is in compliance with the plans and specifications. CobbFendleyshall not be responsible for the Contractor's failure to execute the work in accordance with the Constructioncontract.

11. LIMITATION OF LIABILITY FOR DAMAGES IN THE EVENT THAT CLIENT SHALL MAKE ANY CLAIM OR FILE ANY SUIT FOR DAMAGES AGAINSTCOBBFENDLEY ARISING OUT OF OR RELATED TO COBBFENDLEY'S PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, COBBFENDLEY'SLIABILITY TO CLIENT FOR ANY SUCH DAMAGES SHALL BE LIMITED TO ACTUAL AND DIRECTDAMAGES TO AN AMOUNT NOT TO EXCEED THE AMOUNT FEES CHARGED BY COBBFENDLEY TOCLIENT HEREUNDER. COBBFENDLEY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL ORINDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST BUSINESSOPPORTUNITIES, ADDITIONAL OVERHEAD, OR DAMAGES FOR LOSS OF USE OR LOSS OFPRODUCTION.

12. ALTERNATIVE DISPUTE RESOLUTION In the event that any dispute shall arise between Client and CobbFendley regarding the parties rights orobligations under this Agreement, the parties shall, as a condition precedent to taking any action against oneanother make a good faith effort to resolve such disagreements by negotiation and/or non-binding mediation.

13. LEGAL EXPENSES In the event that legal action is brought by Client or CobbFendley against the other party to enforce any of theobligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, thelosing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be setby the court.

14. PAYMENT TO COBBFENDLEY Monthly invoices will be issued by CobbFendley for all work performed under the terms of this agreement.Invoices are due and payable within ten (10) business days of receipt. Unless noted otherwise, tasks stated inthe Scope of Services will be invoiced on a lump sum basis.If Client is not the Owner, Client agrees to pay CobbFendley within ten (10) business days of receipt of paymentfrom Owner. Pending resolution of any dispute concerning any portion of any invoice submitted by CobbFendley, allundisputed portions shall be paid in accordance with this paragraph. Progress payments on CobbFendley fees for percentage of project completion and reimbursable expensesincurred will be due and payable upon receipt of invoice at the end of each month.If payment is not received within 60 days from date of invoice, CobbFendley retains the right to cease furtherwork on the project

COBB FENDLEY: ML CLIENT: _____

until such time that the overdue invoices are paid. CobbFendley also retains the right towithhold final approved plans and other deliverables until all overdue invoices are paid.

15. AUTHORIZATION OF OWNER Client hereby authorizes CobbFendley to enter upon the property for the purpose of conducting CobbFendleyservices thereon. If Client is not the Owner of the property, Client agrees to obtain such authorization from theOwner and provide same in writing to CobbFendley.

16. CONTRACT DOCUMENTS This signed Authorization, together with the attached General Terms and Conditions of the Authorization forProfessional Services and CobbFendley Rate Schedule contains the entire and integrated agreement betweenClient and CobbFendley and supersedes all prior negotiations, representations or agreements, either written ororal. This agreement may only be amended by written instrument signed by both parties.

17. SALES TAX To the extent that state sales taxes apply to any of the services or materials to be provided hereunder, suchtaxes are in addition to and are not included in the proposed fees of this Authorization.

18. BENEFICIARIES AND ASSIGNMENT This agreement is made for the sole benefit of Client and CobbFendley and nothing in this agreement shallcreate a contractual relationship or cause of action in favor of any third party against either Client orCobbFendley. This agreement may not be assigned without the written consent of both Client and CobbFendley

COBB FENDLEY: ML CLIENT: _____

EXHIBIT B - COMPENSATION

A. Compensation to CobbFendley for the Basic Services, Special Services, and project expenses in the Scope of Services shall be the lump sum of as shown below. If CobbFendley sees the Scope of Services changing so that Additional Services are needed, CobbFendley will notify OWNER for OWNER's approval before proceeding.

B. Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from Dallas and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, tests, and other work required to be done by independent persons other than staff members.

Project Fee (Lump Sum) $25,110

COBB FENDLEY: ML CLIENT: _____

EXHIBIT C - SCHEDULE

A. The estimated schedule for this project is 6 weeks from notice to proceed.

COBB FENDLEY: ML CLIENT: _____

SMILEY ROAD ALIGNMENT STUDY CONTRACT AMENDMENT

February 11, 2025

Andy Glasgow, PE, PMP,CFM



LOCATION MAP

Smiley Road



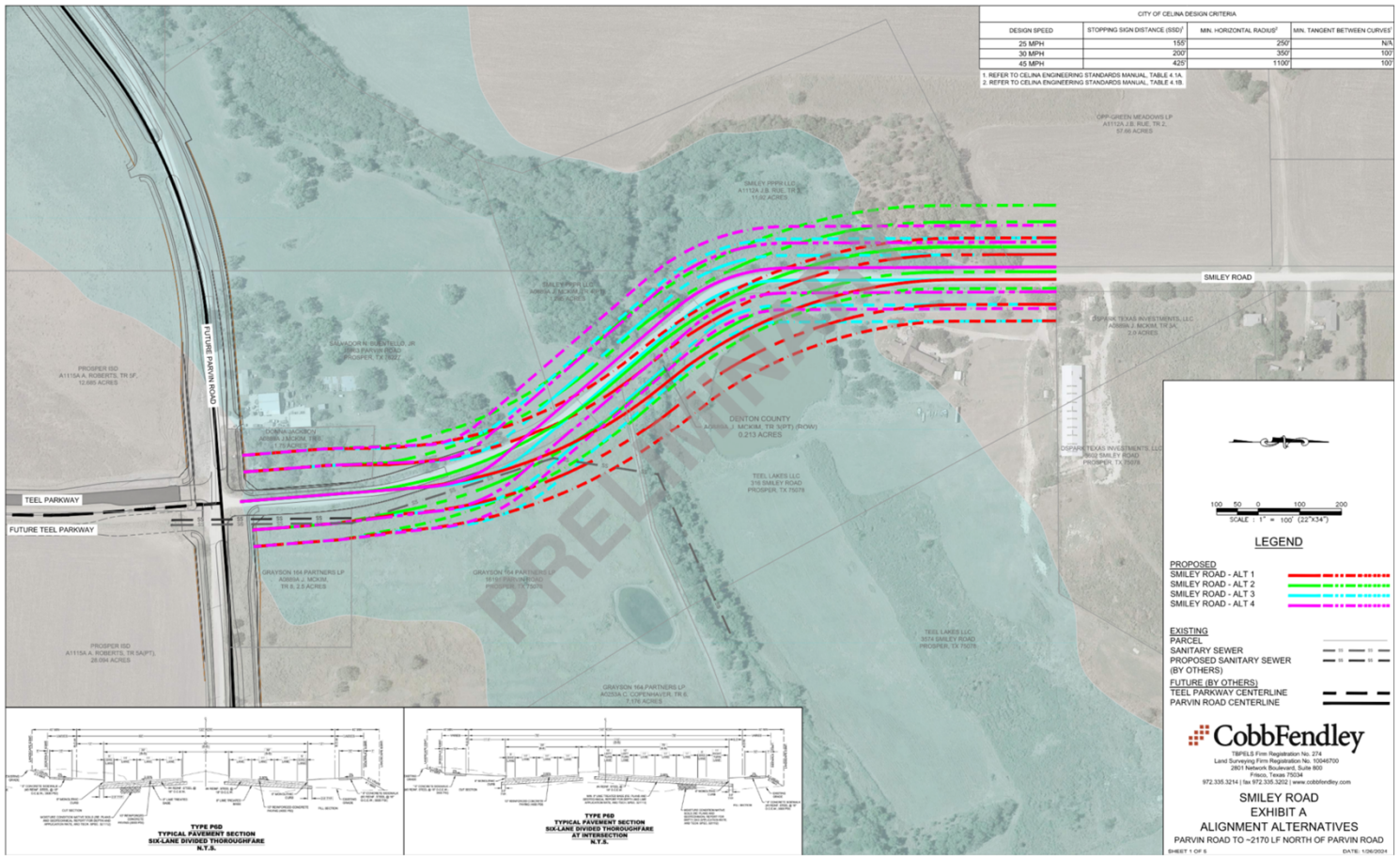
FACTS

A. Project Description: Existing contract to conduct an alignment study. Hydraulic study and analysis is needed to determine the bridge low cord elevation and the opening length to address the creek crossing in the floodplain.

B. Action requested: Approval of contract amendment with CobbFendley for the City to determine an alignment.

C. Total cost with amendment: $ 51,510

ALIGNMENT OPTIONS





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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:	Daniel Galizia
Date:	February 11, 2025
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 roll forward of expenditures from FY 2024. The amendment includes:

- $4,000 in Water/Wastewater Fund expenses for General Liability Insurance from fund balance.
- $1,198 in General Fund expenses for rodent damage to a city vehicle from fund balance.
- $60,000 in General Fund expenses for medical supplies in the Fire Department.
- $100,000 in General Fund expenses for vehicle repairs in the Fire Department.
- $90,000 in the Grants Fund for an IT Cybersecurity Software from a grant award.
- $527,811 in the General Construction Fund for Fire Station 4 ambulance purchase from bond funding.
- $2,000 in the Downtown Fund for Gift Tour expenditures, funded by Gift Tour revenues.

Legal Review:

N/A

Supporting Documents:

1. Ordinance Amending the Budget February 11, 2025
2. February FY 25 Budget Amendment Presentation

Financial Consideration:

The proposed amendment uses increased revenues or fund balance to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance or revenue to fund the proposed amendment.

Staff Recommendation:

Staff recommends approval.

ORDINANCE NO. 2024-____

AN ORDINANCE OF THE CITY OF CELINA, TEXAS AMENDING ORDINANCE 2024-83, WHICH ADOPTED AND APPROVED THE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, AND MAKE APPROPRIATIONS FOR EACH DEPARTMENT, PROJECT AND ACCOUNT, BY ADOPTING AN AMENDED FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF CELINA, TEXAS, REALLOCATING FUNDS BETWEEN ACCOUNTS PURSUANT TO EXHIBIT "A", ATTACHED HERETO AND INCORPORATED INTO THIS ORDINANCE; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FOR FILING OF THE AMENDED BUDGET AND ORDINANCE; PROVIDING A CUMULATIVE CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is conducting business pursuant to a budget for fiscal year 2024-2025, heretofore previously adopted by Ordinance 2024-83; and

WHEREAS, Section 102.010 of the Texas Local Government Code authorizes the governing body of a municipality to make changes in the budget for municipal purposes; and

WHEREAS, the City Council has reviewed various line items within the budget and has determined that a valid municipal purpose is served by reallocating funds between various budget line items; and

WHEREAS, a proposed amendment to the budget has been placed on file with the City Secretary of the City of Celina, Texas.

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

SECTION 1. The above and foregoing premises are incorporated into the body of this Ordinance as if copied herein in their entirety.

SECTION 2. The City's budget for the fiscal year ending September 30, 2025, heretofore previously adopted by Ordinance 2024-83 duly enacted by the City Council of the City of Celina on the 10th day of September, 2024, be and is hereby amended as set out in Exhibit "A" attached hereto and incorporated herein, which amendment is hereby, in all respects, finally approved and adopted as so changed; the remainder of the budget being unchanged and remaining in full force and effect as originally adopted.

SECTION 3. That the amounts specified in Exhibit "A" be hereby appropriated and reallocated as specified for those purposes designated in Exhibit "A".

SECTION 4. The City Manager shall file or cause to be filed a true and correct copy of the amended budget, along with this Ordinance, with the City Secretary and in the office of the County Clerk of Collin County, Texas and Denton County, Texas.

SECTION 5. This Ordinance shall be cumulative of all provisions of Ordinances of the City of Celina, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the conflicting provisions of such Ordinances are hereby repealed.

SECTION 6. The provisions of this Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in whole, or in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decision or enactment.

SECTION 7. The City Secretary of the City of Celina is hereby directed to publish in the official newspaper of the City of Celina, the descriptive caption and effective date of this ordinance as required by Section 52.013 of the Local Government Code.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive caption in the minutes of the City Council and by filing this ordinance in the ordinance records of the City.

SECTION 9. This Ordinance shall become effective from and after its date of passage in accordance with law.

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 11th day of February 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: February 11, 2025

Account #	Account Name	Description	Adjustment
202-31-3050	Fund Balance	General Liability Insurance	(4,000)
202-117-000-6629	General Liability Insurance	General Liability Insurance	2,000
202-118-000-6629	General Liability Insurance	General Liability Insurance	2,000
102-31-3050	Fund Balance	General Fund Expenses from Fund Balance	(161,198)
102-103-000-6432	Vehicle Repairs	Repairs to IT Vehicle	1,198
102-110-000-6325	Medical Supplies	Fire Department Medical Supplies	60,000
102-110-000-6432	Vehicle Repairs	Fire Department Vehicle Repairs	100,000
115-400-000-4501	Grant Revenue	IT Cybersecurity Software Grant Award	(90,000)
115-103-000-6311	Computer Software	IT Cybersecurity Software Grant Award	90,000
104-21-2070	Capital Contracts on Order	Fire Department Capital Vehicles	(527,811)
104-110-000-6840	Capital Vehicles	Ambulance Station 4	527,811
112-400-000-4618	Main Street-Special Events	Gift Tour Revenue	(2,000)
112-127-000-6700	Special Projects	Gift Tour Expenditures	2,000

FY 2025 BUDGET AMENDMENT

City Council Meeting
February 11, 2025



DETAILS

- General liability insurance in the Water/Wastewater Fund.
- Vehicle repairs for the IT SUV due to rodent damage.
- Medical Supplies and Vehicle Repairs expenses in the Fire Department.
- Grant funding for a cybersecurity software purchase.

Fund	Type	Description	Adjustment
Water/Wastewater Fund	Fund Balance	General Liability Insurance	(4,000)
Water/Wastewater Fund	General Liability Insurance	General Liability Insurance	2,000
Water/Wastewater Fund	General Liability Insurance	General Liability Insurance	2,000
General Fund	Fund Balance	General Fund Expenses from Fund Balance	(161,198)
General Fund	Vehicle Repairs	Repairs to IT Vehicle	1,198
General Fund	Fund Balance	Fire Department Medical Supplies	60,000
General Fund	Vehicle Repairs	Fire Department Vehicle Repairs	100,000
Grant Fund	Grant Revenue	IT Cybersecurity Software Grant Award	(90,000)
Grant Fund	Computer Software	IT Cybersecurity Software Grant Award	90,000

DETAILS

- Ambulance purchase for Fire Station 4.
- Gift Tour revenue and expense increase in the Downtown Fund.

Fund	Type	Description	Adjustment
General Construction Fund	Capital Contracts on Order	Ambulance Station 4	(527,811)
General Construction Fund	Capital Vehicles	Ambulance Station 4	527,811
Downtown Fund	Main Street-Special Events	Gift Tour Revenue	(2,000)
Downtown Fund	Special Projects	Gift Tour Expenditures	2,000

QUESTIONS?

Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	February 11, 2025
Re:	Public Safety Office's Grant Support Resolution

Action Requested:
Consider and act on a Resolution to approve the proposed cybersecurity mitigation project for submittal to the Texas Public Safety Office's (PSO) State and Local Cybersecurity grant program. (Alexander)

Background Information:
The City IT department is seeking grant funding to enhance the City's cyber security posture. The grant, if awarded will allow the City to strengthen its cyber security defenses and enhance its ability to respond to cyber security events.

If the City is selected as a recipient of grant funds, the City will be required to enter into an agreement with the Texas Public Safety Office to receive funding.

- **Security Engineer – New position established for Celina.**
  This position would be the city's first security position. Responsibilities would include conducting regular vulnerability scanning, reviewing logs and security events from various sources. Remediation and patching of servers, workstations, and network devices. Review internal/external pen test results and establish remediation plans. The Security Administrator will develop security policies and recovery plans, including the development of an incident response plan. The city will provide funding for the position on an ongoing basis after the initial grant funding.
- **Firewall Maintenance Services**
  These professional services will be used to maintain the current city-owned firewalls,

ensure firewalls are updated with current security patches, and best practices are being followed in the creation and maintenance of firewall rule sets.

Available Funding: Information not yet available.
Max Funding: No maximum.
Minimum Funding: $10,000
Match: 10%
Performance Period: September 1, 2025 – August 31, 2026

Deadline	**February 13, 2025, 5:00 PM CT**
Awards Announced	**Summer 2025**

Legal Review:
N/A

Supporting Documents:
1. PSO_Cybersecurity Mitigation Resolution
2. Cyber Grant - Presentation

Financial Consideration:
If awarded, the City will be required to provide a 10% match of the award amount.

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2025-____R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED CELINA CYBERSECURITY MITIGATION PROJECT FOR SUBMITTAL TO THE TEXAS PUBLIC SAFETY OFFICE'S (PSO) STATE AND LOCAL CYBERSECURITY PROGRAM.

WHEREAS, the Texas Public Safety Office (PSO) has released the 2025 State and Local Cybersecurity Grant; and

WHEREAS, the City of Celina will submit an application for the Celina Cybersecurity Mitigation Project for grant funds from said program; and

WHEREAS, the City of Celina will enter into a grant agreement with the Texas Public Safety Office to complete the project if awarded grant funds.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Celina, Texas:

1. The City Council of the City of Celina has reviewed and supports the proposed project; and

2. The City of Celina has sufficient funds available to provide the amount specified as matching funds contributions; and

3. The City Council of the City of Celina approves the request for grant funds; and

4. The City Manager, or designee, will serve as the authorized official who is given the authority to apply for, accept, reject, alter, or terminate the grant; and

5. In the event of loss or misuse of grant funds, the City of Celina will return all funds to PSO.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of February, 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

PUBLIC SAFETY OFFICE'S GRANT SUPPORT RESOLUTION

Amy Alexander
Director of Information Technology
February 11, 2025



GRANT SUPPORT RESOLUTION

The State and Local Cybersecurity Grant Program (SLCGP) supports cybersecurity efforts to address imminent cybersecurity threats to local information systems including implementing investments that support local governments with managing and reducing systemic cyber risk associated with the SLGCP.

Security Engineer

New position established for Celina. This position would be the city's first security position. Responsibilities would include conducting regular vulnerability scanning, reviewing logs and security events from various sources. Remediation and patching of servers, workstations, and network devices. Review internal/external pen test results and establish remediation plans. The Security Administrator will develop security policies and recovery plans, including the development of an incident response plan. The city will provide funding for the position on an ongoing basis after the initial grant funding.

Firewall Maintenance Services

These professional services will be used to maintain the current city owned firewalls, ensure firewalls are updated with current security patches, and best practices are being followed in the creation and maintenance of firewall rulesets.



QUESTIONS?

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:	Karla Stovall
Date:	February 11, 2025
Re:	Legacy Celina PID Petition

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Legacy Celina Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's March 11, 2025 meeting. (Stovall)

Background Information:
The City received a petition from MM Legacy Celina 75, LLC to establish the Legacy Celina Public Improvement District. The petition is for property is generally located in North Celina at the Northeast corner of N Celina Parkway & Future N Legacy Drive.

The process for the creation of a public improvement district (PID) is:

- The property owner/developer files a petition to establish the PID with the City.
- Council considers accepting the petition and calling a public hearing for a future Council Meeting to receive public input regarding the PID.
- If Council accepts the petition and calls the public hearing, a public hearing is held at the next Council Meeting.
- At the conclusion of the public hearing, City Council may consider approving the creation of the PID.

If Council approves the creation of the PID, staff will work with the developer to bring a preliminary service and assessment plan to City Council for consideration. The Resolution before City Council is to accept the petition for the creation of the Legacy Celina PID and call a public hearing at the City Council Meeting on March 11, 2025. The Resolution does not create the PID.

Legal Review:
Legal review was completed for this item.

Supporting Documents:
1. Legacy Celina PID Presentation
2. Celina Legacy PID 2025 - Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

THE LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT - PETITION

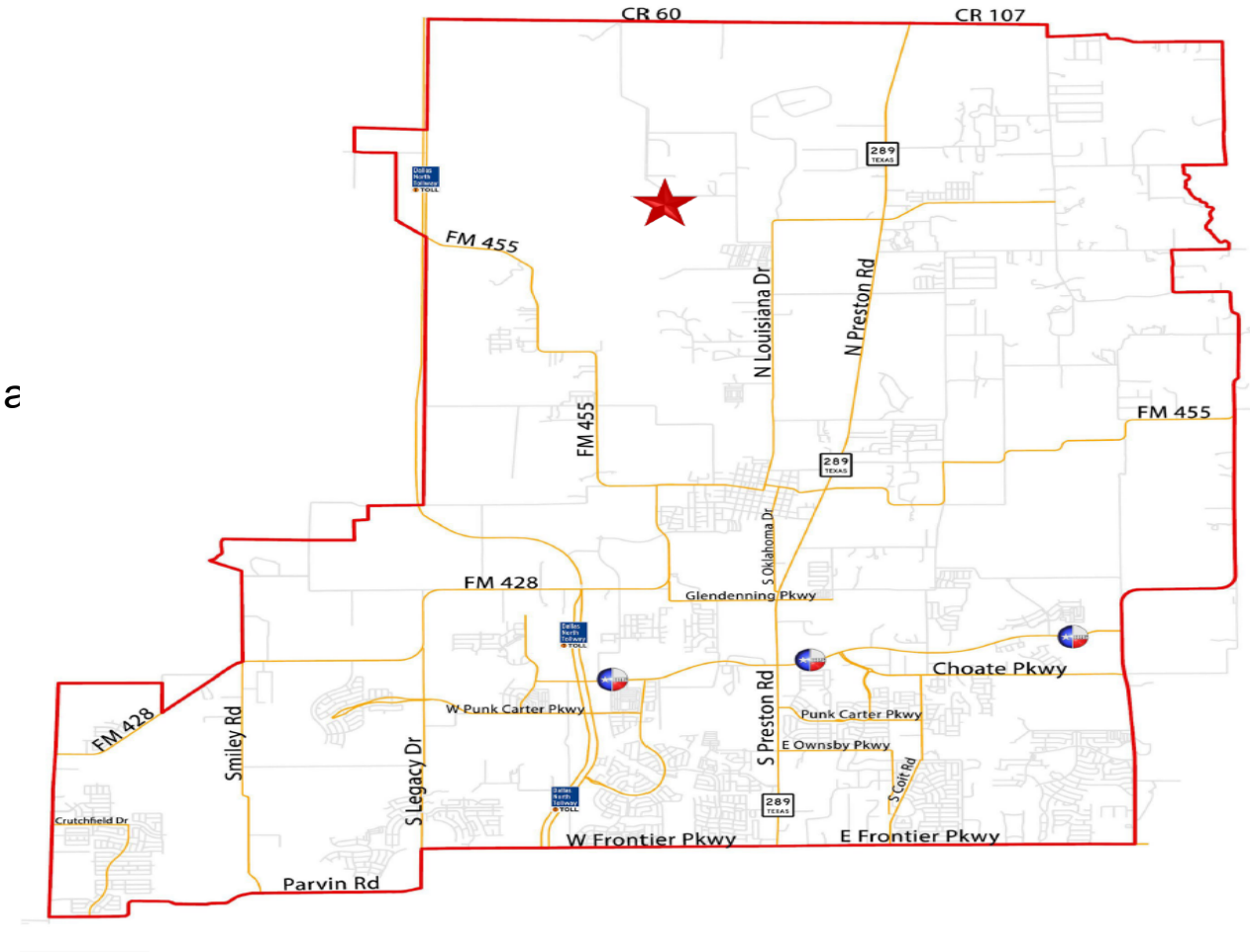
City Council Meeting
February 11, 2024



PETITION

- Staff received a petition to establish the Legacy Celina Public Improvement District
  - Petitioners: MM Legacy Celina 75, LLC

- Location: Northeast corner of N Celina Parkway a future N Legacy Drive



PID CREATION PROCESS

- Property owner/developer files a petition
- **Council considers accepting the petition and calling a public hearing**
- A public hearing is held during a Council Meeting
- Council considers approving the creation of the PID
- Staff, the City's consultant (Municap), and the developer draft agreements and a preliminary Service and Assessment Plan for Council consideration

QUESTIONS?

CITY OF CELINA, TEXAS
RESOLUTION NO. _____-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING ON MARCH 11, 2025 REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City (the "City Council") of Celina, Texas (the "City") has received a petition, dated December 13, 2024 (the " Petition"), which Petition is attached hereto as **Exhibit A** and which Petition the City Council hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district (the "PID") with boundaries as described in the Petition, to support a development project within the corporate limits of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

WHEREAS, the Petition indicated: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owner of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the PID executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the PID, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed PID; and

WHEREAS, the City Council hereby finds and determines that, based on its receipt of the Petition, the City should proceed with the conducting of a public hearing concerning the creation of the PID and the giving of notice of such public hearing in the time, form, and manner provided by law, including the Act; and

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City;

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

SECTION 1: City staff and its advisors have reviewed the Petition and have determined the Petition complies with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 2: The City Council calls a public hearing to be scheduled at or after 5:00 p.m., on March 11, 2025, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the

advisability of establishing the PID, the nature of the improvements contemplated, the estimated costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

SECTION 3: The City Secretary is hereby authorized and directed to cause notice to be published and mailed of the City Council's intention to conduct a public hearing concerning the creation of the PID. The notice of the public hearing regarding the PID creation is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of **Exhibit B** attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 4: The City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City before the fifteenth (15^{th}) day before the scheduled date of the public hearing. The City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the PID substantially in the form attached hereto as **Exhibit B** to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed PID and to address such notices to the "Property Owner" before the fifteenth (15^{th}) day before the scheduled date of the public hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

ADOPTED, PASSED, AND APPROVED on this the 11th day of February, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

EXHIBIT A

PETITION
(see attached Petition)

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT WITHIN THE CORPORATE LIMITS OF THE CITY OF CELINA, TEXAS FOR THE LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT

This petition ("Petition") is submitted and filed with the City Secretary of the City of Celina, Texas ("City"), by MM Legacy Celina 75, LLC, a Texas limited liability company (the "Petitioner"), owner of one hundred percent (100%) of the real property located within the proposed boundaries of the District, as hereinafter defined. Acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), the Petitioner requests that the City create a public improvement district (the "District"), to include property located within the corporate limits of the City, more particularly described by a metes and bounds description in **Exhibit A** and depicted in **Exhibit B** (the "Property"). In support of this Petition, the Petitioner presents the following:

Section 1. General Nature of the Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Section 2. Estimated Cost of the Authorized Improvements. The estimated cost to design, acquire, and construct the Authorized Improvements, together with bond issuance costs (including but not limited to the funding of any capitalized interest and reserve funds), eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment administration and operation of the District is $30,000,000.00. The City will pay none of the costs of the proposed improvements from funds other than such assessments and possible tax increment reinvestment zone revenue. The remaining costs of the proposed improvements will be paid from sources other than the City or assessments of property owners.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment.

The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and principal), and certain assessments may be paid in annual installments (including interest and principal). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessment, and must continue for a period necessary to retire the indebtedness of those Authorized Improvements (including interest).

Section 5. Proposed Apportionment of Costs between the District and the City.

The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

Section 6. Management of the District.

The Petitioner proposes that the District be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

Section 7. The Petitioner Requests Establishment of the District. The person(s) signing this Petition request(s) the establishment of the District, is duly authorized, and has the authority to execute and deliver the Petition.

Section 8. Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory board. If an advisory board is created, the Petitioner requests that a representative of the Petitioner be appointed to the advisory board.

Section 9. Landowner(s).

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the

proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the City Secretary of the City, or other officer performing the functions of the municipal secretary, in support of the creation of the District by the City Council of the City as herein provided. The Petitioner requests that the City Council of the City call a public hearing on the advisability of the Authorized Improvements, give notice thereof as provided by law and grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner may show itself to be entitled.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, on this the 13 day of December, 2024.

PETITIONER:

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
Title: Manager

THE STATE OF TEXAS §
§
COUNTY OF Dallas §

This instrument was acknowledged before me on the 13 day of December, 2024, Mehrdad Moayedi, Manager of 2M Ventures, LLC, as Manager of MMM Ventures, LLC, as Manager of MM Legacy Celina 75, LLC, a Texas limited liability company on behalf of said company.

CAITLIN PAIGE SIMMONS
Notary ID #131158423
My Commission Expires
June 11, 2025

_____
Notary Public in and for the State of Texas

EXHIBIT A

Metes and Bounds Description

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 B

Property Depiction

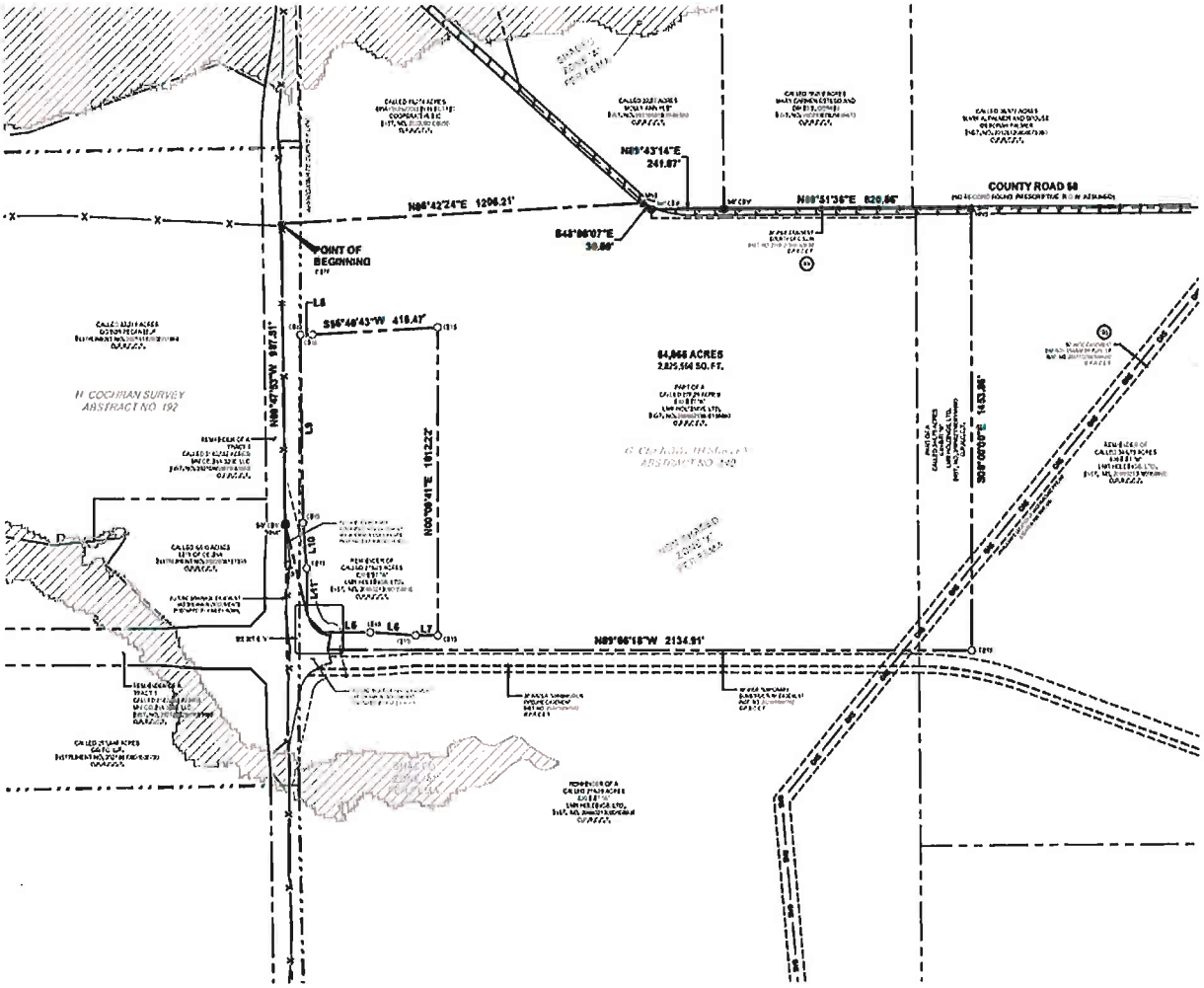


EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Sections 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition") filed by the person identified in the Petition (the "Petitioner"), requesting that the City create a public improvement district, to be known as the Legacy Celina Public Improvement District (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., on March 11, 2025, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) establishment or improvement of parks and open space, together with the design, construction and maintenance of any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) sidewalks and landscaping, including entry monuments and features, fountains, lighting and signage; (iv) acquisition, construction, and improvement of water, wastewater and drainage improvements and facilities; (v) projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including acquisition of land or right-of-way or similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the District as approved by the City including services related to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement; and (vii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (vi) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

Estimated Cost of the Authorized Improvements. The Petitioner estimates the cost to design, acquire, and construct the Authorized Improvements together with bond issuance costs and other costs related to the issuance of bonds and the establishment of the District is currently $30,000,000.00.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioner consisting of approximately 64.866 acres of property generally approximately .3 miles west of the intersection of County Road 58 and County Road 59, and within the corporate limits of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited.

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the District and possible tax increment reinvestment zone revenue. No municipal property in the public improvement district shall be assessed. The Petitioner may also pay certain costs of the improvements from other funds available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

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:	Karla Stovall
Date:	February 11, 2025
Re:	Celina 241 PID Petition

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Celina 241 Public Improvement District within the corporate boundaries of the City and calling for a public hearing for the City Council's March 11, 2025 meeting. (Stovall)

Background Information:
The City received a petition from Forestar (USA) Real Estate Group Inc. to establish the Celina 241 Public Improvement District. The petition is for property generally located at the Northwest corner of N Preston Rd & E GA Moore Pkwy.

The process for the creation of a public improvement district (PID) is:

- The property owner/developer files a petition to establish the PID with the City.
- Council considers accepting the petition and calling a public hearing for a future Council Meeting to receive public input regarding the PID.
- If Council accepts the petition and calls the public hearing, a public hearing is held at the next Council Meeting.
- At the conclusion of the public hearing, City Council may consider approving the creation of the PID.

If Council approves the creation of the PID, staff will work with the developer and bring a preliminary service and assessment plan for City Council for consideration. The Resolution before City Council is to accept the petition for the creation of the Celina 241 PID and call a public hearing at the City Council Meeting on March 11, 2025. The Resolution does not create the PID.

Legal Review:
Legal review was completed.

Supporting Documents:
1. Celina 241 PID Presentation
2. Celina 241 PID 2025 - Resolution

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

THE CELINA 241 PUBLIC IMPROVEMENT DISTRICT - PETITION

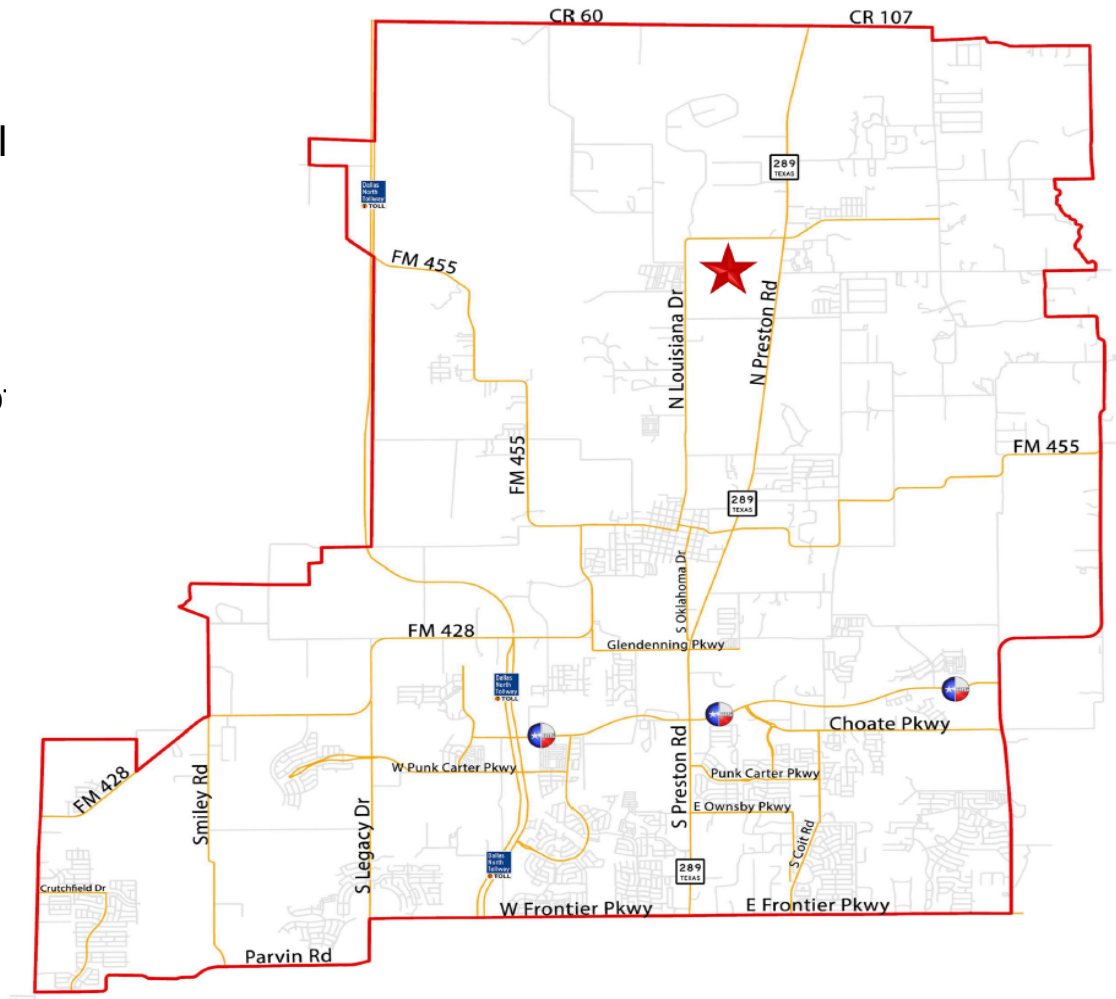
City Council Meeting
February 11, 2024



PETITION

- Staff received a petition to establish the Celina 241 Publ Improvement District
  - Petitioners: Forestar (USA) Real Estate Group Inc.

- Location: is generally located at the Northwest corner o Preston Rd & E GA Moore Pkwy.



PID CREATION PROCESS

- Property owner/developer files a petition
- **Council considers accepting the petition and calling a public hearing**
- A public hearing is held during a Council Meeting
- Council considers approving the creation of the PID
- Staff, the City's consultant (Municap), and the developer draft agreements and a preliminary Service and Assessment Plan for Council consideration

QUESTIONS?

CITY OF CELINA, TEXAS
RESOLUTION NO. _____-_____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING A PETITION CONCERNING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; FINDING THE PETITION TO BE COMPLIANT WITH APPLICABLE LAWS; APPROVING AND AUTHORIZING THE MAILING AND PUBLICATION OF NOTICE OF PUBLIC HEARING ON MARCH 11, 2025 REGARDING THE POSSIBLE CREATION OF A PUBLIC IMPROVEMENT DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City (the "City Council") of Celina, Texas (the "City") has received a petition, dated January 24, 2025 (the " Petition"), which Petition is attached hereto as **Exhibit A** and which Petition the City Council hereby finds and determines to be validly submitted, in proper form, and compliant with applicable laws of the State of Texas (the "State") concerning the creation of a public improvement district (the "PID") with boundaries as described in the Petition, to support a development project within the corporate limits of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

WHEREAS, the Petition indicated: (i) the owner of more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, and (ii) the owner of more than fifty percent (50%) of the area of all taxable real property liable for assessment within the PID executed the Petition; and

WHEREAS, pursuant to the Act, prior to the action of the City Council concerning the creation of the PID, the City Council is required to conduct a public hearing concerning any such creation and provide notice of such public hearing as follows: (i) publish notice thereof in a newspaper of general circulation in the City, which notice shall contain, at a minimum, the requisite information specified in the Act, and (ii) mail written notice thereof which shall contain, at a minimum, the requisite information specified in the Act to the current address of the owner, as reflected on tax rolls, of property subject to assessment under the proposed PID; and

WHEREAS, the City Council hereby finds and determines that, based on its receipt of the Petition, the City should proceed with the conducting of a public hearing concerning the creation of the PID and the giving of notice of such public hearing in the time, form, and manner provided by law, including the Act; and

WHEREAS, the City Council hereby finds and determines that these actions are in the best interests of the residents of the City; now, therefore

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

SECTION 1: City staff and its advisors have reviewed the Petition and has determined the Petition complies with the requirements of the Act and the City Council accepts the Petition. The Petition is filed with the office of the City Secretary and is available for public inspection.

SECTION 2: The City Council calls a public hearing to be scheduled at or after 5:00 p.m., on March 11, 2025, to be held at 112 N. Colorado Street, Celina, Texas 75009 on the advisability of establishing the PID, the nature of the improvements contemplated, the estimated

costs of the improvements, the boundaries of the PID, the method of assessment, and the apportionment, if any, of the costs. All residents and property owners within the proposed PID, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the creation of the PID.

SECTION 3: The City Secretary is hereby authorized and directed to cause notice to be published and mailed of the City Council's intention to conduct a public hearing concerning the creation of the PID. The notice of the public hearing regarding the PID creation is hereby approved and authorized to be published and mailed and shall read substantially in the form and content of **Exhibit B** attached hereto, which notice is incorporated herein by reference as a part of this Resolution for all purposes.

SECTION 4: The City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City before the fifteenth (15th) day before the scheduled date of the public hearing. The City Secretary is hereby authorized and directed to mail notices of the hearing regarding the creation of the PID substantially in the form attached hereto as **Exhibit B** to the current addresses of the owners, as reflected on the tax rolls, of property subject to assessment under the proposed PID and to address such notices to the "Property Owner" before the fifteenth (15th) day before the scheduled date of the public hearing, as required and as provided by the provisions of Section 372.009(d) of the Act.

SECTION 5: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 6: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 7: This Resolution shall be construed and enforced in accordance with the laws of the State and the United States of America.

SECTION 8: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and this City Council hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 9: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 10: This Resolution shall be in force and effect from and after its final passage and it is so resolved.

ADOPTED, PASSED, AND APPROVED on this the 11th day of February, 2025.

CITY OF CELINA, TEXAS

_ _____
Mayor

ATTEST:

_____
City Secretary

(CITY SEAL)

EXHIBIT A

PETITION
(see attached Petition)

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN
THE CITY OF CELINA, TEXAS
(Celina 241 Public Improvement District)

THE STATE OF TEXAS §
§
COUNTY OF COLLIN §

The undersigned petitioner (the "Petitioner"), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), hereby petitions and requests the City Council of the City of Celina, Texas (the "City") create a public improvement district (the "District") encompassing the approximately 240.754 acres described in Exhibit "A" attached hereto ("Property") located within the corporate limits of the City, and in support of this petition the Petitioner would present the following:

Section 1. Standing of Petitioner. The Petitioner is (1) the owner of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owner of real property liable for assessment under the proposal who: (a) constitutes more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (b) owns taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

Section 2. General nature of the proposed public improvements. The proposed public improvements (collectively, the "Authorized Improvements") 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; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit

upon the Property.

Section 3. Estimated cost of the proposed Authorized Improvements: Petitioner estimate the cost to design, acquire and construct the Authorized Improvements is $90,000,000.

Section 4. Boundaries. The proposed boundaries of the District are described in Exhibit A.

Section 5. Method of assessment. The City shall levy assessments on each lot or parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefitted.

Section 6. Apportionment of cost. The proposed apportionment of cost between the District and the City as a whole is as follows:

The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds, if any, available to the Petitioner.

Section 7. Management of the District. The management of the District will be the ultimate responsibility of the City; provided that, to the extent allowed by law, the City may contract with a private company to carry out all or a part of such City responsibilities, as well as the day-to-day management and administration of the District.

Section 8. Concurrence of the Petitioner. The Petitioner signing this petition concurs in and requests the establishment of the District.

Section 9. Advisory board. An advisory board is not required but may be established by the City to develop and recommend an improvement plan to the City Council of the City.

The undersigned requests that the City Council grant its consent as stated above.

RESPECTFULLY SUBMITTED, on this 24th day of January, 2025.

[Signature on following page]

PETITIONER:

Forestar (USA) Real Estate Group Inc.,
a Delaware corporation

By: Lauren Adams
Name: Lauren Adams
Title: VICE President

THE STATE OF TEXAS §
§
COUNTY OF Tarrant §

This instrument was acknowledged before me on this the 18th day of November, 2024, by Lauren Adams, Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation on behalf of said entity.

Christi Pierce
Notary Public in and for the
State of T E X A S

(SEAL)

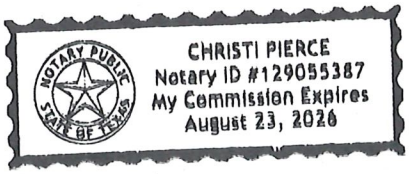


Exhibit A
LEGAL DESCRIPTION OF BOUNDARIES

Tract 1:

169.754 ACRES

BEING all that certain tract of land situated in the W. H. Rattan Survey, Abstract No. 753, Collin County, Texas, and being a portion of a called 238.55 acre tract of land described as Tract A, described in deed to Moses Hubbard and wife, Mary Jane Hubbard, recorded in Volume 29, Page 486, Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with plastic cap stamped "RPLS 6677" set (hereinafter referred to as a capped iron rod set) at the northwest corner of said 238.55 acre tract, in the center of Carthage Road (Spur 483/Business 289), in the south line of a 30-foot wide right-of-way dedication recorded in Cabinet C, Page 425, Plat Records of Collin County, Texas, from which a 1/2-inch iron rod found at the southwest corner of Lot , 1, Block A, North Preston Lakes Estates, recorded in Cabinet J, Page 559, said Plat Records, bears North 00° 15' 48" West, a distance of 45.00 feet;

THENCE North 89° 21' 38" East, with the north line of said 238.55 acre tract and the south line of said 30-foot wide right-of-way dedication, a distance of 953.37 feet to a Mag Nail found for corner;

THENCE severing said 238.55 acre tract, the following courses and distances:

1. South 00° 00' 00" West, a distance of 201.92 feet to a capped iron rod set;

2. South 36° 46' 00" East, a distance of 1596.54 feet to a capped iron rod set;

3. South 58° 36' 00" East, a distance of 226.26 feet to a capped iron rod set;

4. South 87° 26' 34" East, a distance of 1025.42 feet to a capped iron rod set in the east line of said 238.55 acre tract and the west right-of-way line of Burlington Northern Santa Fe Railroad right-of-way;

THENCE South 12° 26' 51" West, with the east line of said 238.55 acre tract and the west right-of-way line of Burlington Northern Santa Fe Railroad right-of-way, a distance of 1744.96 feet to a capped iron rod set;

THENCE South 89° 32' 48" West, with the south line of said 238.55 acre tract and the north line of a tract described in deed to Celina ISD, recorded in Instrument No. 20210208000267470, said Official Public Records, a distance of 2743.91 feet to a capped iron rod set for corner;

THENCE with the west line of said 238.55 acre tract, the following courses and distances:

1. North 00° 01' 24" West, a distance of 2001.59 feet to 1/2-inch iron rod found at an angle point, at the northeast corner of a called 153.177 acre tract of land, described as Tract 1, in deed to CCD-North Sky, LLC, recorded in Instrument No. 20210325000596630, said Official Public Records, and at the southeast corner of a called 58.684 acre tract of land, described in deed to Celina 58, LP, recorded in Instrument No. 20210909001833390, said Official Public Records;

2. North 00° 14' 25" West, a distance of 1357.94 feet to the POINT OF BEGINNING and enclosing 169.754 acres (7,394,476 square feet) of land, more or less.

Tract 2:

71.000 ACRES

BEING all that certain tract of land situated in the W. H. Rattan Survey, Abstract No. 753, Collin County, Texas, and being a portion of a called 238.55 acre tract of land described as Tract A, described in deed to Moses Hubbard and wife, Mary Jane Hubbard, recorded in Volume 29, Page 486, Deed Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a Mag nail found in the center of Carthage Road (Spur 483/Business 289), in the south line of a 30-foot wide right-of-way dedication recorded in Cabinet C, Page 425, Plat Records of Collin County, Texas, in the west line of Burlington Northern Santa Fe Railroad right-of-way;

THENCE South 12° 26' 51" West, with the east line of said 238.55 acre tract and the west line of Burlington Northern Santa Fe Railroad right-of-way, a distance of 1709.43 feet to a 1/2-inch iron rod with plastic cap stamped "RPLS 6677" set for corner (hereinafter referred to as a capped iron rod set);

THENCE severing said 238.55 acre tract, the following courses and distances:

1. North 87° 26' 34" West, a distance of 1025.42 feet to a capped iron rod set for corner;

2. North 58° 36' 00" West, a distance of 226.26 feet to a capped iron rod set for corner;

3. North 36° 46' 00" West, a distance of 1596.54 feet to a capped iron rod set for corner;

4. North 00° 00' 00" East, a distance of 201.92 feet to a mag nail set for corner in the center of Carthage Road (Spur 483/Business 289) and in the south line of said 30-foot wide right-of-way dedication;

THENCE with the center of Carthage Road (Spur 483/Business 289) and the south line of said 30-foot wide right-of-way dedication, the following courses and distances:

1. North 89° 21' 38" East, a distance of 156.10 feet to a Mag nail found for an angle point;

2. North 89° 26' 52" East, a distance of 2385.62 feet to the POINT OF BEGINNING and enclosing 71.000 acres (3,093,045 square feet) of land, more or less.

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING REGARDING THE CREATION OF A PUBLIC IMPROVEMENT DISTRICT

Pursuant to Section 372.009(c) and (d) of the Texas Local Government Code, as amended (the "Act"), notice is hereby given that the City Council of the City of Celina, Texas ("City"), will hold a public hearing to accept public comments and discuss the petition (the "Petition") filed by the persons identified in the Petition (the "Petitioner"), requesting that the City create a public improvement district, to be known as the Celina 241 Public Improvement District (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., March 11, 2025, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The proposed public improvements (collectively, the "Authorized Improvements") 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; (xv) the development, rehabilitation, or expansion of affordable housing; and (xvi) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the Property within the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the property.

Estimated Cost of the Authorized Improvements. The Petitioner estimates the cost to design, acquire and construct the Authorized Improvements is currently $90,000,000.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioner consisting of approximately 240.754 acres of property generally located east of North Louisiana Drive, south of Carthage Road/Spur 483, west of State Hwy 289, and north of County Road 99, and within the corporate limits of the City, as more particularly described

by a metes and bounds description available at the Celina City Hall and available for public inspection.

Proposed Method of Assessment. The City shall levy assessments on each lot or parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited.

Proposed Apportionment of Cost between the District and the City. The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the District and from other sources of funds, if any, available to the Petitioner.

During the public hearing, any interested person may speak for or against the establishment of the District and the advisability of the improvements to be made for the benefit of the property within the District.

Life Connected.

IT
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Amy Alexander, Director of Information Technology
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Alden Gleason
Date:	February 11, 2025
Re:	Purchase of Rapid7 Cybersecurity software

Action Requested:
Consider and act to authorize the purchase Rapid7 Managed Threat Complete from Solid Border through a cooperative contract with the Texas Department of Information Resources in an amount not to exceed $95,385.00. (Alexander)

Background Information:
Staff requests authorization for a purchase order for an amount not to exceed $95,385 to Solid Border for the purchase of the Rapid7 Managed Threat Complete through a grant. These funds will be used to purchase software to discover and mitigate security threats, log security and event logs, in addition to augmenting security resources by providing a managed security operations center (SOC). Additionally, the Rapid7 SIEM (security information and event management) solution allows for unlimited ingestion based on user count, and is not based on consumption. Rapid7 is used by over 11,000 customers globally, 46% of 100 fortune companies, and has extensive experience supporting local governments. By leveraging Rapid7, the City will be enhancing its overall security posture and providing a baseline for compliance with various regularity authorities. The software will be purchased through the following cooperative agreement.

- Texas Department of Information Resources
- Contract #: DIR-TSO-4365

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts

satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Quote # 6006658
2. Rapid7 - Presentation

Financial Consideration:
Funding is available for the first year through the State and Local Cybersecurity Grant Program $90,000 and the current IT budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends approval.

solid border
Network Security Reseller

QUOTE FOR Amy Alexander/IT
City of Celina
142 N Ohio St
Celina TX 75009
United States
(972) 382-2682
aalexander@celina-tx.gov

DATE 01/24/2025
QUOTE # 6006658

CONTACT David Williams
(210) 478-9737
david@solidborder.com

PLEASE SEND PURCHASE ORDER
BY EMAIL orders@solidborder.com
BY FAX 800-887-9974

RAPID7
PREMIER SECURITY PARTNER

ITEM	SKU	DESCRIPTION	QTY	LIST PRICE	PER UNIT	EXTENDED
1	MTC-ADV	Rapid7 Managed Threat Complete - Advanced Services - Includes a capacity based services to InsightIDR Ultimate, unlimited vulnerability scanning with InsightVM. Also includes unlimited SOAR with InsightConnect, and a capacity based subscription to the Managed Threat Complete Service (Scope as defined in Scope of Service at https://docs.rapid7.com/services/mtc-scope-of-service unless the parties have an applicable fully executed Scope of Service which governs this purchase).	500	$222.00	$188.96	$94,480.00
2	RANSOM-PREV	Rapid7 Managed Ransomware Prevention	500	$6.80	$1.81	$905.00
3	PSMDRDEP	MDR Deployment (Scope as defined in Scope of Service document)	1	$8,436.00	$0.00	$0.00
		PLEASE NOTE: The subscriptions quoted will be active for 12 months. The annual purchase price is guaranteed for 36 months. Year 2 and 3 will renew at the annual purchase price listed on this quote. Year 4 renewal will renew at the annual purchase price subject to an increase of 5%. Any additional assets added during year 2 and 3 will be at the same cost per asset as the the purchase price per asset.				

SHIPPING	$0.00
SUBTOTAL	$95,385.00
TAX (%)	$0.00
TOTAL	**$95,385.00**

DIR Purchasing Contract DIR-TSO-4365

QUOTE EXPIRES 03/26/2025
TERMS Net 30.
Payment via credit card may incur a 4% processing fee.
EMPLOYER ID # EIN # 33-1009121
REMIT TO Solid Border, Inc.
1806 Turnmill St
San Antonio TX 78248
United States

By issuing a purchase order referencing the Quote number above, Customer acknowledges and agrees that use of the products and/or services listed herein are governed by the applicable terms and conditions listed below unless the parties have an applicable fully executed agreement or addendum thereto which governs this purchase.

Solid Border, Inc. Terms and Conditions

This order is non-refundable and non-cancellable.

For agreements with a term longer than 1-year, Customer is obligated to fulfill all additional payments for the term listed above. Multi-year commitments are binding.

Modifications to this agreement must be approved in writing by Solid Border, Inc.

If this Quote includes any of the following products and/or services, then they may be subject to auto-renewal by the manufacturer: BitSight, Cisco, Entrust, Mimecast, Proofpoint, or Rapid7. For auto-renewing products and/or services, if a purchase order for your renewal is not received by 45 days from the end of your current subscription term, then the auto-renewal will be cancelled, which may affect future pricing. Your current subscription will not be affected. A renewal quote can be generated prior to the end of your subscription term or by request.



SOLIDBORDER.COM
PROTECT YOUR NETWORK
HUB // DIR // BUYBOARD

PURCHASE OF RAPID7 CYBERSECURITY SOFTWARE

Amy Alexander
Director of Information Technology
February 11, 2025



RAPID7 CYBERSECURITY

This purchase will enable discovery and mitigation of security threats, allow for the logging of security and event logs, and augment security resources by providing a managed 24x7 security operations center (SOC) to respond to cyber security events.

Cost: $95,385
Contract #: DIR-TSO-4365

Funding is available for the first year through the State and Local Cybersecurity Grant Program.



QUESTIONS?

Life Connected.

Public Works
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andrew Figueroa, Director of Public Works
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Andrew Figueroa
Date:	February 11, 2025
Re:	Concrete Panel Lifting for Roadway Pavement and Drainage Repair

Action Requested:
Consider and act to authorize the execution of a contract with Kaitlin Kent Enterprises Incorporated to complete roadway pavement services through a cooperative contract with The Interlocal Purchasing System (TIPS) in an amount not to exceed $51,193.80. (Figueroa)

Background Information:
Staff requests authorization to procure roadway pavement services, specifically to lift concrete roadway panels at various locations through the city, through the following cooperative agreement. ·

- Cooperative Agency: The Interlocal Purchasing System (TIPS)
- Cooperative Contract #: 23010401

The City regularly assesses and maintains its roadways and drainage systems to ensure safe travel for the public. As part of this ongoing maintenance, it has been identified that several concrete roadway panels in various locations need to be lifted to address uneven surfaces, improve ride quality, and prevent safety issues like water ponding. This work will be completed through the TIPS cooperative agreement # 23010401. The necessary funding for this project is already available within the current budget.

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. Proposal Estimate Concrete Panel Lifting
2. Presentation- Concrete Panel Lifting

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.

Kaitlin Kent Enterprises, Inc.
5271 Pyramid Blvd
Fort Worth, TX 76126-8383 USA
+18175735294
accounting@kkeinc.net

Estimate

ADDRESS
Joshua Smith 142 N. Ohio Street Celina, Texas 75009

ESTIMATE #	DATE	
1269	01/03/2025	

SALES REP
Isaiah Lincoln

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	Lifting & Leveling	Job Locations-This project will consist of multiple locations in and around the city of Celina. All locations show signs of concrete settlement which has caused water to pond at all locations. KKE will drill a series of 5/8" holes and will inject a high-density polyurethane foam to lift and stabilize the concrete. Once the concrete has been lifted and stabilized KKE will then fill in all drill holes with a non-shrink cement grout.	1	0.00	0.00
	Concrete Lifting & Leveling	Job Location-4149 Agatha 40'X06' with a settlement of 2 1/4" and a 30'X06' with a settlement of 1 1/2". Ponding water on the right side of both driveways.	400	3.40	1,360.00
	Concrete Lifting & Leveling	Job Location-4153 Agatha-Intersection of Ballenger @ Agatha-This location has to be lifted on the Southside of the intersection as well as on the NE side of the intersection. The first area is 45'x9' with a settlement of 1". The second area is 55'X06' with a settlement of 1".	740	3.40	2,516.00
	Concrete Lifting & Leveling	Job Location-6505 Crutch Field Rd N. side of school. This location is long, and the width of the lane has settled. The total work area is 135'x18' with a settlement of 3"	2,430	3.40	8,262.00
	Concrete Lifting & Leveling	Job Location-4028 Alcott Court-This location is 60'x30' and has a	1,710	3.40	5,814.00

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		settlement of 2 1/4". Half of the court will need to be worked in order to push the water back to the curb line.			
	Concrete Lifting & Leveling	Job Location-4021 Alcott-This location is 105'x18' with a settlement of 3". Ponding water along the curb line.	1,890	3.40	6,426.00
	Concrete Lifting & Leveling	4153 Alcott-This location is 27'x6' with a settlement of 1 3/4" Ponding water along the curb line.	230	3.40	782.00
	Concrete Lifting & Leveling	Job Location-Boleyn @ Brunswick Drive Intersection- This location is 25'X7' with a settlement of 1".	230	3.40	782.00
	Concrete Lifting & Leveling	Job Location- 6304 Bracken Drive-This location is 15'X6' with a settlement of 1/2".	167	3.40	567.80
	Concrete Lifting & Leveling	Job Location-6109 & 6113 Cheshire Street-This location is 36'x6' with a settlement of 1".	260	3.40	884.00
	Concrete Lifting & Leveling	Job Location-Dickenson @ Abbey NE Corner-This location is 21'x9' with a settlement of 1".	242	3.40	822.80
	Concrete Lifting & Leveling	Job Location-Fairholm @ Boleyn-This location is 40'x9' with a settlement of 1". The manhole needs to come up due to it being the low area.	270	3.40	918.00
	Concrete Lifting & Leveling	Job Location- Intersection of Barnacre and Sutton Falls North and Southside of Intersection. The northside is 60'x9' with a settlement of 1" and the south side of the intersection is 54'x9' with a settlement of 1".	900	3.40	3,060.00
	Concrete Lifting & Leveling	Job Location-4404-4408 Barnacre-This location is 70'x6' and 50'x12' with a settlement of 2" at both locations.	930	3.40	3,162.00
	Concrete Lifting & Leveling	Job Location-6320 Everest-This location is 60'x6' with a settlement of 1".	270	3.40	918.00
	Concrete Lifting & Leveling	Job Location-4309 Angevine and across street. This location is 40'x6' with a settlement of 1". Across street could not do readings due to car parked on top of the location 2 days in a row.	200	3.40	680.00
	Bird baths	Job Location-6420 Ferndon This location is 18'x6' with a settlement of 1".	90	3.40	306.00
	Concrete Lifting & Leveling	Job Location- 6424-6508 Ferndon This location has 3 lifting locations.	492	3.40	1,672.80

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
		The first one is 36’x7’ with a settlement of 1" The second location is 18’x6’ with a settlement of 1" and the third location is 27’6’ with a settlement of 1/2".			
	Concrete Lifting & Leveling	Job Location-6425 Ferndon-This location is going to be worked from 6425 Ferndon to 6509 Ferndon. This location is 171’x6’ with a settlement of 3 3/4" This is a big location.	1,634	3.40	5,555.60
	Concrete Lifting & Leveling	Job Location-4533 Angevine- This location is 27’x9’ with a settlement of 1".	182	3.40	618.80
	Concrete Lifting & Leveling	Job Location-5808 Pensby-This location is 30’x6’ with a settlement of 1".	135	3.40	459.00
	Concrete Lifting & Leveling	Job Location-5817 Rosthern Drive-This location is 45’x6’ with a settlement of 1".	202	3.40	686.80
	Concrete Lifting & Leveling	Job Location-Intersection of Rosthern and Twain-This location is 27’x6’ with a settlement of 1 1/4".	153	3.40	520.20
	Concrete Lifting & Leveling	Job Location- Intersection of Tudor at Bothwell West side. This location has 2 areas that need to be worked. The first area is 45’x9’ with a settlement of 1 1/4" and the second area is 108’x9’ with a settlement of 1 1/2".	1,300	3.40	4,420.00
	Concrete Lifting & Leveling	Job Location-6300 Tudor at 5300 Bothwell-This location is 27’x9’ with a settlement of 1/2".	180	0.00	0.00

TIPS CONTRACT #23010401

TOTAL **$51,193.80**

EMAIL PO & VENDOR QUOTE TO TIPSPO@TIPS-USA.COM

2-YEAR WARRANTY FROM THE DATE OF INJECTION

Accepted By

Accepted Date

CONCRETE PANEL LIFTING

Andrew Figueroa
February 11, 2025



AGENDA OVERVIEW

- Consider and act to authorize the execution of a contract with Kaitlin Kent Enterprises Incorporated to complete roadway pavement services to lift concrete roadway panels through a cooperative contract with The Interlocal Purchasing System (TIPS) #23010401 in an amount not to exceed $51,193.80.

- 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.

- As part of our ongoing maintenance program to ensure safe and efficient travel, we have identified that several concrete roadway panels throughout the city need to be lifted. This work will correct uneven surfaces, improve ride quality, and prevent safety hazards like water ponding.

COMMON PROBLEMS CORRECTED WITH INJECTIONS

Bird Baths



Sidewalk Trip Hazards & Uneven Roadway Panels



Roadway Dips



QUESTIONS?

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shawn White, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Jessica Pichardo
Date:	February 11, 2025
Re:	FD Vehicle Purchase: Type 1 Ambulance

Action Requested:
Consider and act to authorize the purchase of a Type 1 Ambulance from various vendors, through cooperative contracts in an amount not to exceed $527,810.53. (White)

Background Information:
The Fire Department will require an ambulance for the opening of Fire Station 4. The ambulance will be a Type 1 style, 2025 Dodge Chassis with a Frazierbilt module. There is an 18-24 month build requiring a purchase now, so it will be ready for the opening of Fire Station 4.

The purchase of the ambulance included coordinated purchases from three separate companies.

- Grapevine Dodge Chrysler Jeep is providing the chassis for the vehicle in the amount of $70,442 through cooperative contract Buyboard 723-23.

- Frazer LTD is providing the patient compartment module in the amount of $362,465.00 through cooperative contract HGAC AM10-23.

- Stryker is providing the patient cot and power loading system in the amount of $94,903.53 through cooperative contract Sourcewell contract 041823-STY.

The total is $527,810.53.

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. Ambulance Quote - Q4453-0001-2-Frazer
3. Dodge 4500 Chassis
4. Celina FD 2025 Ambulance_- Stryker

Financial Consideration:
Funding is available through the bond funds. 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.

Ambulance Purchase- Fire Station #4

Fire Department
February 11, 2025



AMBULANCE PURCHASE

- The City of Celina budgeted to purchase a new Ambulance that will go into service at Fire Station # 4
- This will be a custom-built brand-new Ambulance to respond and cover the Southeast area of Celina.
- The ambulance will be sourced from Frazier, Ltd, located in Houston, Texas.
- This brand-new Ambulance expected delivery will be April 2027
- This new Ambulance will be placed into front-line service and respond to all Fire and EMS emergencies

AMBULANCE PURCHASE

- Vendors we will be purchasing from are Frazier, Stryker and Dodge
- Frazier Ltd will provide The Type 1 Module (patient compartment)
- Stryker will provide the patient cot & power loading system
- Grapevine Dodge Chrysler Jeep will provide the Chassis

AMBULANCE PURCHASE



QUESTIONS?

Customer Quote

12/5/2024 12:20:24 PM

Estimate No:	Q4453-0001
Quote Date:	9/25/2024
Expiration Date:	11/8/2024
Salesperson:	LL
Payment Terms:	Due on Delivery

Invoice To: 10159

Eric Everson
Celina Fire Department
City of Celina
142 North Ohio St
Celina TX 75009
US

Deliver To:

Eric Everson
Eric Everson
Celina Fire Department
City of Celina
142 North Ohio Street
Celina TX 75009
US
Phone:972-382-9858

Order Instructions:

Policy on Customer Provided Items for Installation:

To ensure optimal performance and longevity of installed equipment, we require that all customer-provided items be new in the box, with the following exceptions: cot retention systems, Knox MedVaults, and Knox KeySecures. In the event that a used cot retention system is provided, it must be accompanied by a new floor plate, wiring harness, and mounting hardware to guarantee functionality and safety. Failure to provide new in the box items, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

All customer provided items must be at Frazer 60 days prior to the projected production start date. This allows us time to inventory and inspect all items prior to production beginning. Failure to provide the items on time, as requested, may result in the equipment not being installed and returned loose with the completed vehicle.

No.	Item	Qty	U/M:		Unit Price		Net Amount
1	MODULE	1.00	EA	$	303,600.00	$	303,600.00
	Type I 14' Module						
2	CHASSIS	1.00	EA	$	0.00	$	0.00
	2025 Ram 5500 Diesel 4x2 CP						

Chassis Specification and Delivery Policy:

It is imperative that exact chassis specifications are reviewed and approved by Frazer prior to ordering the chassis. This process guarantees compatibility with our build requirements.

Timing of Vehicle to Frazer :

Frazer will request the customer-provided chassis from you approximately 60 days before the scheduled production start date. We kindly request that you refrain from asking your ordering dealer to ship the chassis to Frazer before this time. Instead, we recommend that you or your dealer hold the chassis until Frazer makes the request.

3	DELIVERY	1.00	M	$	0.00	$	0.00
	Customer pick-up - FOB Frazer						

Customer must pick up in Houston at Frazer or additional delivery charges will apply.

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

12/5/2024 12:20:24 PM

Estimate No:	Q4453-0001
Quote Date:	9/25/2024
Expiration Date:	11/8/2024
Salesperson:	LL
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount
4	CUSTOMER-TRAVEL Final inspection trip	1.00	EA	$	1,500.00	$	1,500.00

Final inspection trip for four people to Houston, Texas. Economy class one-way airfare (driving unit back) included.
Hotel accommodation for two days, one night included.
Ground transportation provided while in Houston.
Meals while in Houston included

5	HGAC-NEW Contract No. AM10-23	1.00	EA	$	1,000.00	$	1,000.00
6	SpecDoc Configurable item to create the SpecDoc	1.00	EA	$	0.00	$	0.00
7	TM-100-20-UN Surface Base-STANDARD SIZE	1.00	EA	$	795.00	$	795.00
8	CONTINGENCY Customer Contingency Fund	1.00	EA	$	15,000.00	$	15,000.00
9	MISC Miscellaneous Customer Order Options	1.00	EA	$	40,570.00	$	40,570.00

Estimated price increase for 2025

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Customer Quote

12/5/2024 12:20:24 PM

Estimate No:	Q4453-0001
Quote Date:	9/25/2024
Expiration Date:	11/8/2024
Salesperson:	LL
Payment Terms:	Due on Delivery

Order Instructions:

No.	Item	Qty	U/M:		Unit Price		Net Amount

Remit To:

Frazer, Ltd.
7219 Rampart Street
Houston TX 77081

Sale Amount:	362,465.00
Order Disc(0.0000%):	0.00
Surcharge:	N/A
Sales Tax:	0.00
Misc Charges:	0.00
Total Amount:	362,465.00

Frazer will accept returns on parts up to 180 days after shipment. No restocking fee will be charged if the item is returned within 90 days of the original invoice date. All parts returns should be shipped back freight prepaid and require prior approval with a "Returns Material Authorization" (RMA) clearly displayed on the exterior of the shipping package. A credit will be issued towards the customer's account within approximately 7 business days of receipt of the item. If a part is returned after 90 days of the original invoice date a 15% restocking fee will be applied. Frazer Ltd reserves the right to accept returned items at its sole discretion based upon the condition of the item to be placed back into stock. :

Defining the future of Mobile Healthcare.™

For your convenience, all pricing has been itemized below per quote Q4453-0001 for Celina Fire Department

Base Module	$	161,200.00
Chassis Exterior	$	42,750.00
Module Exterior	$	66,825.00
Chassis Interior	$	6,950.00
Module Interior	$	25,875.00
Total	**$**	**303,600.00**

Items included in above totals:

1. Type I 14' Module - Side Entry Door Forward of Front I/O Configuration	$	6,750.00
2. This is a CAAS GVS v3.0 Unit	$	incl
Chassis Exterior:		
3. Customer Provided Chassis processing and handling fee and replacement rear window glass with sliding window	$	2,725.00
4. Heat Shielding for Diesel Chassis	$	2,225.00
5. Chassis Paint Layout: Paint All Two Tone - Black and Dodge Red (PR4)	$	8,200.00
6. Chassis : 2025 RAM 5500, Diesel, 4x2, Regular Cab, 108" Cab to Axle, PR4 - Flame Red Clear Coat	$	incl
7. Suspension: LiquidSpring	$	17,050.00
8. Camera System: Voyager 7" Monitor with Back-Up Camera	$	2,400.00
9. Black Back-up Camera	$	incl
10. Wheel type: Factory Aluminum	$	incl
11. Dual Dynamics Valve Stem Extender with Equalization and Pressure Indicator	$	425.00
12. Road Force Elite tire and wheel balancing	$	incl
13. Chassis Steps: Luverne Running Boards	$	1,500.00
14. Grille Guard: Full Replacement Bumper	$	1,925.00
15. Chassis Mud Flaps	$	500.00
16. 10" and 12" Air Horns	$	1,600.00
17. Compressor Type: Fast Recovery	$	2,075.00
18. Air Horn Switching Options: Momentary	$	150.00
19. Window Tint (35% VLT) on Chassis Doors	$	425.00
20. Passenger's side Grille Light: Whelen M6 Clear/Red Light	$	175.00
21. Driver's side Grille Light: Whelen M6 Red/Clear Light	$	175.00
22. Passenger's side Intersect Light: Whelen M6 Clear/Red Light	$	175.00
23. Driver's side Intersect Light: Whelen M6 Red/Clear Light	$	175.00

24. Driver Fender Light: Whelen M4 Red Light	$	425.00
25. Passenger Fender Light: Whelen M4 Red Light	$	425.00
Chassis Exterior Subtotal	**$**	**42,750.00**

Module Exterior:

26. Power Source: MEPS	$	20,775.00
27. Module Paint Layout: Two Tone - Black and Dodge Red (PR4)	$	5,100.00
28. Roof Color: Dodge Red (PR4)	$	incl
29. Supertherm Coating on Module Roof	$	1,875.00
30. Blackout cladding: All diamond plating (treadbrite) powdercoated black and rear bumper coated with black bedliner	$	2,100.00
31. No Design Package	$	incl
32. Frazer Provided Tier 2 - Standard Graphics	$	6,200.00
33. Solid Color Conspicuity Squares on Entry Doors	$	500.00
34. Solid Color Conspicuity Strips on Compartment Doors	$	275.00
35. Front Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	275.00
36. Driver Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	275.00
37. Rear Wall Placard: 11" x 8.5" Painted Side-Loading Aluminum Holder with Lasco	$	275.00
38. Passenger Side Placard: 11" x 8.5" Painted Top-Loading Aluminum Holder with Lasco	$	275.00
39. Graphics Write-In Option 1: Placards to be painted black.	$	incl
40. Body Drop on the Passenger's Side Forward of Rear Wheels	$	incl
41. Hidden Switch Behind the Driver's Side Rear Bumper End Cap	$	350.00
42. Ground Lights: Entry Doors	$	1,500.00
43. GTT Opticom (Infrared)	$	2,725.00
44. Opticom Switching: On with Primary and Cut-off with park	$	incl
45. Whelen TAM85 Traffic Advisor	$	2,075.00
46. Shore Power: Single 30 Amp on Rear Wall	$	incl
47. Pigtail/Plug Option: Pigtail	$	incl
48. Install Ignition Kill Switch	$	425.00
49. Coax 1: Run coax from location 1 to Chassis	$	incl
50. Coax 2: Run coax from location 2 to Chassis	$	incl
51. Coax 3: Run coax from location 3 to Electrical Compartment	$	incl
52. Coax 4: Run coax from location 4 to Electrical Compartment	$	incl
53. UNOC #196 - Install customer provided radio equipment:	$	1,150.00

- Motorola APX 8500 radio base, dual band 800/VHF in the electrical compartment; battery hot
- Antennas on module roof

- Radio head in console slot 2
- Speaker on the front of the console
- Mic on D/S of console slot 2

- Radio head beneath action wall cabinet toward the front
- Speaker on action wall behind the radio head
- Mic beneath action wall cabinet to the left of radio head
- Refer to E-2996 for locations

54. UNOC #195 - Install customer provided Cradlepoint in the electrical compartment, battery hot; antenna on the module roof	$	300.00
55. UNOC #689 - Furnish and install magnetic mic clips at all radio mic clip locations	$	200.00
56. UNOC #2195 - Furnish and install black flanges for all Whelen "M" series lights and for all Pioneer surface mounted lights on module, in lieu of chrome	$	250.00
57. UNOC #2196 - Furnish and install an additional Opticom switch on D/S of siren plate; switch to allow Opticom to be ON without Primary switch being ON; will still be OFF with Park	$	300.00
58. Front Scene: Whelen Pioneer Plus Dual Panel LED (Surface)	$	2,775.00
59. Front Wall Light Layout: Lower 5 Lights	$	incl
60. Front Wall Light #1: Whelen M6 Clear Light	$	incl
61. Front Wall Light #2: Whelen M6 Red Light	$	incl
62. Front Wall Light #3: Whelen M6 Clear Light	$	incl
63. Front Wall Light #4: Whelen M6 Red Light	$	incl
64. Front Wall Light #5: Whelen M6 Clear Light	$	incl
65. Front Wall Driver Side Box Light: Whelen M9 Red Light	$	200.00
66. Front Wall Passenger Box Light: Whelen M9 Red Light	$	200.00
67. Driver Wall Front Box Light: Whelen M9 Red Light	$	200.00
68. Driver Wall Rear Box Light: Whelen M9 Red Light	$	200.00
69. Driver Wheel Well Light: Whelen M6 Clear/Red Light	$	150.00
70. Side Scene Lights: Whelen Pioneer Plus Dual Panel LED (Surface)	$	4,125.00
71. O2 Compartment Style: 76" O2 Standup with Divider	$	incl
72. O2 Cylinder Bracket Type: Ratchet Straps for H Cylinder	$	incl

73. O2 Cylinder Changing Wrench	$	150.00
74. Intermediate Compartment Style: Left T-Split	$	350.00
75. Additional Shelf in the Intermediate Compartment	$	150.00
76. Electrical Compartment Style: Taller Electrical Compartment	$	incl
77. Dometic Self-Contained A/C with Exhaust Fan	$	incl
78. Rear Storage Compartment Style: Rear Storage with Flatbars for SCBA Brackets	$	350.00
79. Irons Lok K5003 Bracket	$	525.00
80. Coat Hooks: Four Hooks - 1 on Front Wall, 1 on Rear Wall, and 2 on an angle on the Ceiling	$	350.00
81. UNOC #632 - Furnish and install (2) UN-6-30-2-SF SCBA brackets - (1) in D/S rear storage on rear flat bar - (1) in P/S rear storage compartment, mounted horizontally and centered on compartment back wall (refer to sketch in unit folder)	$	475.00
82. UNOC #514 - Furnish and install (2) Orange Survivor flashlights - (1) in D/S rear storage compartment on the floor below SCBA bracket - (1) in P/S rear storage compartment on floor toward the rear wall and toward the compartment door (refer to sketch in unit folder) - Both flashlights wired to fail safe	$	750.00
83. UNOC #1810 - Furnish and install Aeroclave nozzle in rear wall headknocker; run to the rear wall of the D/S rear storage compartment	$	2,300.00
84. Module Window Option: Sliding Window	$	incl
85. Window Tint (5% VLT) on Rear and Side Entry Doors	$	425.00
86. Upper Rear Wall Light Layout: 3 Across	$	incl
87. Upper Light #1: Whelen M6 Load Light	$	incl
88. Upper Light #2: Whelen M6 Amber Light	$	incl
89. Upper Light #3: Whelen M6 Load Light	$	incl
90. Lower Light #1: Whelen M6 Brake/Tail/Turn Red Light	$	incl
91. Lower Light #2: Whelen M6 Brake/Tail/Turn Red Light	$	incl
92. Lower Light #3: Whelen M6 Red Light	$	incl
93. Lower Light #4: Whelen M6 Red Light	$	incl
94. Rear Wall Driver Box Light: Whelen M9 Red Light	$	200.00
95. Rear Wall Passenger Box Light: Whelen M9 Red Light	$	200.00
96. Lower BTTs: 2 M6 Lights on each side	$	1,050.00
97. Rear Bumper	$	incl
98. Door Grabbers	$	incl
99. License Plate Light	$	incl

100. Passenger Wall Front Box Light: Whelen M9 Red Light	$	200.00
101. Passenger Wall Rear Box Light: Whelen M9 Red Light	$	200.00
102. Passenger Wheel Well Light: Whelen M6 Red/Clear Light	$	150.00
103. Interior Step Option: Double Step Well	$	incl
104. Passenger Rear Compartment Style: Passenger Side Storage Compartment	$	incl
105. Passenger Side Blind Spot Camera - Black	$	825.00
106. Door Locks on Entry Doors and Front I/O	$	2,125.00
107. UNOC #633 - Furnish and install Voyager camera on the exterior of the D/S wall facing the blind spot; triggered to the left turn signal (refer to E-2996)	$	750.00
108. UNOC #634 - Furnish and install angle on ceiling of P/S rear storage compartment with (2) coat hooks, (1) coat hook on the rear wall, and (1) coat hook on the front wall	$	250.00
Module Exterior Subtotal	**$**	**66,825.00**

Chassis Interior:

109. Siren Speakers: Whelen SA 315 Speakers	$	incl
110. Tap-2 on Primary Siren	$	incl
111. Siren Option: Whelen C9 Siren in Console	$	incl
112. Mic 1 on passenger's side slot 1	$	incl
113. HAAS Alert System: HAAS Alert Responder to Vehicle - 3 Year Sub	$	incl
114. Slot 1: Single Blank	$	incl
115. Slot 2: Radio Plate: 7 L X 2 W opening dims Item ID 22667	$	incl
116. Slot 3: Single Slot Switch Panel	$	incl
117. Slot 4: Siren 1	$	incl
118. Slot 5: Traffic Advisor Head	$	incl
119. Slot 6: Single Blank	$	incl
120. Kussmaul USB/USB-C Device at Console	$	350.00
121. Console Switch Layout : Primary - Secondary - Air Horn - Front Scene - Side Scene (Driver's Side) - Side Scene (Passenger's Side) - Rear Load - Interior Lights - Kussmaul USB/USB-C -	$	incl
122. New Armrest	$	350.00
123. Console Layout: 6-Slot Console	$	incl
124. Front Base of Console: 120VAC	$	775.00
125. Floor in Front of Console: Gamber Johnson Heavy Dual Cup Holder	$	275.00
126. Rear of Console: Double Mapholder	$	550.00
127. Chassis Rear Wall: 2 High Glove Box Holder	$	275.00

128. Aftermarket Vinyl Seats	$	1,225.00
129. UNOC #321 - Install (2) customer provided Motorola APX 7000 portable radio chargers in console slot 6; battery hot	$	475.00
130. UNOC #2197 - Install customer provided Havis pole mount, swing arm, and tablet dock on front of console; battery hot	$	575.00
131. UNOC #636- Furnish and install Knox KeySecure 5 (NOT the digital key version) on 60-degree bracket in chassis, behind passenger's seat	$	2,100.00
Chassis Interior Subtotal	**$**	**6,950.00**

Module Interior:

132. Protek Cushions	$	incl
133. Gunmetal Grey Interior	$	incl
134. Stainless Steel Countertops	$	incl
135. Stainless Steel Grab Rails	$	incl
136. Stacked Cabinet with Medvault Opening and Refrigerator	$	3,925.00
137. Refrigerator Lock	$	375.00
138. (2) Glove Box Holders on the Front Wall	$	500.00
139. UNOC #2198 - Stacked cabinet configuration to be: - Fridge on bottom - Medvault cabinet in the middle - Cabinet with shelves and Lexan doors on top - Relocate 120VAC outlet to accomodate fridge	$	incl
140. UNOC #1116 - Furnish and install Aluminum door with non-locking knob to cover Medvault section of stacked cabinet; Medvault will not be installed	$	325.00
141. Location 1: 8 Switch panel	$	incl
142. Location 2: Single O2 Outlet	$	incl
143. Location 3: Electric O2 panel with monitor	$	2,525.00
144. Location 4: Volume Control Knob	$	incl
145. Location 6: Thermostat	$	incl
146. Location 7: Blank	$	incl
147. Location 8: Quad 120 VAC	$	incl
148. Location 9: Suction	$	incl
149. Door Lock Switch at Action Wall	$	200.00
150. (1) Kussmaul USB/USB-C Device(s) at Action Wall	$	350.00
151. Action Wall Switch Layout : Interior Lights; Dimmer; Ventilation Fan; Electric O2; Unlock/Lock; Kussmaul USB/USB-C; Blank; Module Heater - Hi/Off/Low;	$	incl

152. Action Wall Cladding Trash Can and Bracket	$	250.00
153. Technimount LP-15 Monitor Mount (Heavy Duty) on the Action Wall Countertop	$	2,175.00
154. Sharps Container at Action Wall	$	incl
155. New Action Wall Acrylic Holder	$	incl
156. Double CPR Seat	$	incl
157. New 6pt Harness at the CPR Seat	$	775.00
158. Acrylic Holder Aft CPR Seat	$	incl
159. Rear Door Switch Layout : Blank; Blank; Dump/Bypass (Suspension); Rear Load;	$	incl
160. New Sharps Container Low on Rear Wall	$	275.00
161. New 2-High Glove Box High on Rear Wall	$	275.00
162. Latching Double Interior Squad Bench Storage	$	incl
163. Two Seating Positions at the Squad Bench - 1 and 2	$	incl
164. Harness Type for Seat Position 1: New 6pt Harness	$	775.00
165. Harness Type for Seat Position 2: New 6pt Harness	$	775.00
166. 22 Pocket Acrylic Holder	$	950.00
167. Triple Squad Bench Cabinet	$	1,350.00
168. Trashcan With Lid at the Head of the Squad Bench	$	incl
169. O2 Outlet Above the Front I/O	$	incl
170. Door Forward Front I/O with Hospital Grade Power Strip with Lexan Doors	$	incl
171. Duplex Outlet Above the Front I/O	$	incl
172. UNOC #2199 - Install customer provided NarcBox drug safe on forward side of cabinet above front I/O, toward side entry door (refer to pic in unit folder); battery hot	$	425.00
173. UNOC #2200 - Furnish and install 2-high D cylinder holder on floor next to stacked cabinets, facing side entry door (refer to pic in unit folder)	$	300.00
174. Single O2 Outlet in Ceiling Raceway	$	500.00
175. IV Hanger on Ceiling Raceway	$	incl
176. Driver and Passenger Side Stainless Steel Ceiling Grab Rails for 14' Unit	$	425.00
177. IV Hanger on Squad Bench Ceiling	$	incl
178. In-Module Camera at the Rear Position	$	850.00
179. Rear Headknocker Options: With Speakers and Clock	$	1,400.00
180. Customer Provided Ferno iNLine Fastener with Integrated Charging System	$	2,450.00
181. Loncoin II Onyx Floor	$	incl
182. Captain's Chair Type: Valor's Captain's Chair with Child Safety Seat and 4pt. Harness	$	2,625.00
183. Module Heater : New	$	incl

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184. Customer Provided Items Processing Fee	$	1,100.00
Module Interior Subtotal	**$**	**25,875.00**

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Last edited by lhooker on December 05 2024

Email this quote along with your PO

to Lauren Lambert at llambert@frazerbilt.com

Remit To:

Frazer, LTD
7219 Rampart St.
Houston, Texas 77081
USA

Standard Terms and Conditions

INVOICING AND PAYMENT TERMS: Vendor shall submit one (1) original invoice per payment due. The invoice(s) shall include the items listed in accordance with the quote mentioned in the Sale Agreement with reference to the Customer's Purchase Order Number.

If the Sale Agreement provides for any progress (or advance) payments based on specific milestones or activities, Vendor's invoice shall certify to the accomplishment or performance by Vendor of said milestone or activity, and that Customer has obtained a security interest in such Products to the extent of such payment.

Payment shall be due upon receipt of the invoice and delivery of the unit to the Customer unless previously negotiated.

CANCELLATION POLICY: Cancellation of orders must be submitted in writing to sales@frazerbilt.com at least 120 days before the projected production start date. Failure to adhere to this timeline may result in the application of a cancellation fee amounting to 25% of the total purchase order price.

CHASSIS PAYMENT CONSIDERATION: Please note that payment for the chassis may have been issued prior to the 120-day cancellation window. Therefore, cancellation requests or refunds pertaining to the chassis will be at the discretion of the respective dealerships.

DELIVERY TERMS: The products listed in the estimate are to be delivered Free On Board (FOB) Destination to Houston,TX. Customer representative(s) will pick up the unit at upfitter location, 7219 Rampart St., Houston, TX 77081 and transport it to their final destination at customer expense unless otherwise specified in the Vendor quote.

TERMINATION FOR CAUSE: Customer may terminate this Sale Agreement and any corresponding Purchase Order, or any part thereof, for cause including, but not limited to the following Vendor actions: (1) any default or breach of any of the terms and conditions of the Sale Agreement, (2) failure to provide Customer, upon request, a reasonable assurance of future performance, or (3) bankruptcy, dissolution, or suspension of payments by judicial decree. If Vendor does not cure such failure within a period of five (5) days or such a longer period as Customer may authorize in writing after the date such notice is sent to Vendor, then termination may proceed.

Vendor may also terminate this Sale Agreement and any corresponding Purchase Order for cause, and Vendor will not be in breach of same, in the event any supplier to Vendor fails to deliver Products and/or component parts in a timely fashion and Vendor cannot make alternate accommodations in order to comply with the Parties' agreed upon completion and delivery dates.

CHANGE ORDERS: Vendor has the right to modify the Purchase Order requirements and conditions as needed and will advise Customer in writing of such requested changes. Vendor shall not proceed with any changes without Customer's written authorization. Any request by Customer to change the terms or conditions of the Purchase Order, including product specifications, options, and price, must be made in advance of the production job order release. Any changes made after the release of the production job order will incur a $350 fee per change order made in a 24 hour period and will be included on a secondary invoice. Vendor reserves the right to refuse changes requested by the Customer.

PROPRIETARY INFORMATION, CONFIDENTIALITY AND ADVERTISING: All commercial, financial or technical information in any form that Vendor provides to Customer shall be deemed proprietary and confidential and Customer shall not disclose such information to third parties without Vendor's written consent. Termination of the Sale Agreement shall not relieve Customer of this confidentiality obligation. Upon Vendor's request, Customer shall return all confidential information to Vendor along with any reproductions, in whole or in part. The confidentiality obligation does not apply to information that is in the public domain through no fault of Customer or to information lawfully within Customer's possession prior to the date of the Purchase Order, as evidenced by Customer's written records.

INDEMNIFICATION: Customer shall fully release, indemnify, defend and hold harmless Vendor, its co-venturers, its contractors, and their respective affiliates, and Vendor's and their respective directors, officers and employees (including agency personnel) ("Vendor Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Vendor Group as it pertains to Vendor's Products.

Vendor shall fully release, indemnify, defend and hold harmless Customer, its co-venturers, its contractors, and their respective affiliates, and the Customer's and their respective directors, officers and employees (including agency personnel) ("Customer Group") from and against any and all claims arising out of the Customer's purchase, use, sale or incorporation of any Products purchased from Vendor into Customer's products or equipment wherein it is claimed or alleged that Vendor's Products are defective or violate any warranty, standard of care, industry standard or governmental regulation or term or condition of any Purchase Order without regard to any allegation of negligence on the part of the Customer Group as it pertains to Vendor's Products.

Customer Initials: _____

LIMITATIONS ON DAMAGES: In the event of any dispute, disagreement or breach alleged by Customer on the part of Vendor, Customer's exclusive and sole remedy shall be repair or replacement, if practical, of the module, or component part, by Vendor. If Vendor is not able to effectuate a repair, replacement, or cure that brings the module, or component part, into compliance with the Parties' agreement, then Vendor shall refund the sale price to Customer. In no event shall Vendor be liable to Customer, or to any third-party acting through Customer, for any additional, consequential or punitive damages, or damages for lost sales, revenue or profits claimed by Customer or any third-party acting through Customer.

FORCE MAJEURE: A force majeure delay shall mean any delay or other unforeseeable causes beyond the reasonable control of the party affected, provided that any such delay is not caused, in whole or in part, by the acts or omissions of the party so delayed and further provided that such party is unable to make up for such delay with reasonable diligence and speed. If any such cause delays Vendor's performance, the delivery date or time for completion may be extended by a period of time reasonably necessary to overcome the effect of such delay; however, Vendor shall take all reasonable measures to mitigate the effects of the force majeure event and to minimize such delay. A party affected by a force majeure event shall notify the other party of such force majeure event within forty-eight (48) hours of its knowledge of such event for the event to be considered a bona fide force majeure event.

TITLE AND RISK OF LOSS: Title to the Products shall transfer to Customer upon receipt of Products by Customer or its agent unless otherwise stated in the Sale Agreement. Notwithstanding the above, risk of loss of the Products shall remain with Vendor until delivered to Customer.

WAIVER: Vendor's failure to exercise or enforce any right in the Purchase Order, or any other right or privilege under law, or Vendor's waiver of any breach by Customer shall not constitute a waiver or modification of any terms, conditions, privileges or rights whether of the same or similar type, unless Vendor gives such waiver in writing.

LIENS: Vendor waives and relinquishes all existing and future liens and claims (statutory or otherwise) for the Products specified in the Purchase Order, and warrants that the Products will be free and clear of all liens, claims or encumbrances of any kind.

INSPECTION, REVIEW AND WITNESSING: Customer and/or the ultimate owner of the Products have the right to inspect and attend testing of the Products at Vendor's premises (or its supplier's or subcontractor's premises) with reasonable advance notice. If any inspection is made on the premises of Vendor or its supplier, Vendor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

APPLICABLE LAW AND VENUE: The Sale Agreement shall be governed and interpreted in accordance with the laws of the State of Texas, without reference to any principle of conflict of laws. Customer and Vendor expressly exclude the application of the Convention on International Sale of Goods to the Sale Agreement. Venue for all judicial, administrative, or regulatory proceedings shall be Houston, Harris County, Texas.

OWNERSHIP OF DOCUMENTS: Title to all drawings, specifications, calculations, technical data and other documents that Customer submits in accordance with the Purchase Order shall vest with Vendor. Vendor shall have the right to use such documents for any purpose pertaining to the manufacture, assembly, and delivery of the Products.

Title to all drawings, specifications, calculations, technical data, and other documents that Vendor submits to the Customer shall vest with the Customer. Customer shall have the right to use such documents for any purpose pertaining to the installation, operation, and maintenance of the Products.

INSURANCE: Vendor shall comply with the project insurance requirements for which the Products are being provided. Customer shall provide specific reasonable levels required as soon as such levels are available, which shall not exceed $1,000,000 for any non-statutory category other than excess liability umbrella, which shall not exceed $4,000,000. When requested by Customer, Vendor shall provide certificates of insurance as proof of same.

SURVIVAL: The provisions of the following Paragraphs of these Terms and Conditions shall survive any cancellation or termination of the Purchase Order: (Proprietary Information, Confidentiality and Advertising), (Indemnification), (Liens), and (Applicable Law and Venue).

PRODUCT PRICING SUMMARY BASED ON CONTRACT

BUYBOARD #723-23 CHASSIS

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

End Use: CITY OF CELINA

Rep: Dennis Thomas

Contact: BRIAN LITTLE

Phone: 817-410-7541

Phone/Email: BLITTLE@CELINA-TX.GOV

Email: dthomas@grapevinedcj.com

Product Description: 4500 CHASSIS RC ORDER

Date: 11/21/2024

A. Bid Series 4500 CHASSIS RC

A. Base Price: 48,479

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
DP4L65	24 4500 REG CAB 108CA 4X2	410	2YG	SLT DIESEL	13,643
PR4	FLAME RED	NC	V9X8	CLOTH 40/20/40 NO POWER	STD
JPE	DRIVER LUMBAR	92	AZB	HD FRONT SUSPENSION	252
GFD	SLIDING REAR WINDOW	286	CKW	VINYL FLOOR	NC
CLY	RUBBER FLOORMATS	97	XCH	EXTRA KEYS	262
TBB	SPARE	383	AH2	AMBULANCE PREP GROUP	907
A62	LEVEL 1 GROUP (POWER)	1,586			
				Total of B. Published Options:	17,918

C. Unpublished Options $= 0.0%

Options	Bid Price	Options	Bid Price
		Total of C. Unpublished Options:	

D.	Pre-delivery Inspection:	
E.	Texas State Inspection:	$
F.	Manufacturer Destination/Delivery:	$
G.	Floor Plan Interest (for in-stock and/or equipped vehicles):	$
H.	Lot Insurance (for in stock and/or equipped vehicles):	$
I.	Contract Price Adjustment: EST 2024-2025 COST INCREASE 5%	$ 3,320
J.	Additional Delivery Charge: _____ miles	$325
K.	Subtotal:	$70,042
L.	Quantity Ordered _____ x K =	$
M.	Trade in: _____	
N.	BUYBOARD Administrative Fee ($400 per purchase order)	$400.00
O.	TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE	$70,442

stryker

Celina FD 2025 Truck - Cot & PL

Quote Number: 11063756

Version: 1

Prepared For: CELINA FIRE DEPT

Attn:

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Rep: Robyn Eggemeyer

Email: robyn.eggemeyer@stryker.com

Phone Number:

Quote Date: 02/06/2025

Expiration Date: 05/07/2025

Contract Start: 02/06/2025

Contract End: 02/05/2026

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	CELINA FIRE DEPT	Name:	CELINA FIRE DEPT	Name:	CELINA FIRE DEPT
Account #:	20128998	Account #:	20128998	Account #:	20128998
Address:	1413 S PRESTON RD	Address:	1413 S PRESTON RD	Address:	1413 S PRESTON RD
	CELINA		CELINA		CELINA
	Texas 75009-3765		Texas 75009-3765		Texas 75009-3765

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	639005550001	MTS POWER LOAD	1	$35,557.00	$35,557.00
2.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	1	$38,543.00	$38,543.00
3.0	650707000002	KIT, ALVARIUM BATTERY, SERVICE	1	$1,129.00	$1,129.00
4.0	650700450301	ASSEMBLY, BATTERY CHARGER	1	$1,616.00	$1,616.00
5.0	650700450102	ASSEMBLY, POWER CORD, NORTH AM	1	$37.00	$37.00
				Equipment Total:	$76,882.00

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
6.1	POWERLOAD-PROCARE	Power Load for MTS POWER LOAD *02/07/2025 - 02/06/2029* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service	1	$9,408.00	$9,408.00
6.2	POWERPRO-PROCARE	Power Pro 2 for 6507 POWER PRO 2, HIGH CONFIG *02/07/2025 - 02/06/2029* √ Parts, Labor, Travel √ Preventative Maintenance √ Batteries Service √ Smart Equip. Management	1	$7,576.00	$7,576.00
				ProCare Total:	$16,984.00

stryker

Celina FD 2025 Truck - Cot & PL

Quote Number:	11063756	Remit to:	Stryker Sales, LLC 21343 NETWORK PLACE CHICAGO IL 60673-1213 USA
Version:	1		
Prepared For:	CELINA FIRE DEPT	Rep:	Robyn Eggemeyer
	Attn:	Email:	robyn.eggemeyer@stryker.com
		Phone Number:	
Quote Date:	02/06/2025		
Expiration Date:	05/07/2025		
Contract Start:	02/06/2025		
Contract End:	02/05/2026		

Price Totals:

Estimated Sales Tax (0.000%):	$0.00
Freight/Shipping:	$1,037.53
Grand Total:	$94,903.53

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:
Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shawn White, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Jessica Pichardo
Date:	February 11, 2025
Re:	Medical Supplies 2025

Action Requested:
Consider and act to purchase medical supplies and pharmaceuticals through an Interlocal Contract with Bound Tree Medical Supply in an amount not to exceed $106,000.00. (Berry)

Background Information:
The Fire Department requests authorization to procure medical supplies and pharmaceuticals for use during emergency medical calls on a daily basis throughout the City through an Interlocal Agreement with the City of Midlothian, Contract # 2020-28.

The City maintains an executed Interlocal Agreement with the above government entity. 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 bid process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. Signed Contract Extension Ltr 2025
3. 2020-28 Bound Tree Contract

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 of medical supplies as presented.

Medical Supplies

Fire Department
February 11, 2025



MEDICAL SUPPLIES

- Staff requests authorization to procure medical supplies and pharmaceuticals through an Interlocal Agreement with the City of Midlothian, Contract # 2020-28.
- 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.
- These supplies cover all aspects of the fire department emergency response used to provide medical care performed by Celina FD Paramedics on Fire Engines and Ambulances
- These supplies cover all aspects of the Celina Fire Department pre-hospital patient care protocols

QUESTIONS?

Midlothian
TEXAS

CONTRACT RENEWAL REQUEST

October 09, 2024

Brian LaDuke/Greg Wolf
Bound Tree Medical LLC
5000 Tuttle Crossing Blvd
Dublin OH 43016
Greg.wolf@boundtree.com

SUBJ: CONTRACT RENEWAL FOR BID NUMBER 2020-28

Dear: Mr. LaDuke/Mr. Wolf:

The subject contract is due to expire on January 1, 2025. The City of Midlothian would like to extend contract for another year. Terms and conditions shall remain the same as for the previous contract period.

Please signify your intention by signing either box at the bottom of this letter. You may email your response to the address listed below.

The City of Midlothian looks forward to continuing our business relationship. If you have questions, please call me at 972-775-7106.

Sincerely,
Nery Pena
City of Midlothian
Purchasing Agent

Contract end date: December 31, 2024 **Renewal Date:** January 1, 2025

Renewals remaining: None **F.O.B.:** Municipal Location, Midlothian, TX (Net 30)

RENEWAL INTENTION		
We choose to **RENEW**	Rob Meriweather Name	11/19/2024 Date
We choose to **NOT RENEW**	Name	Date

STATE OF TEXAS §
§ **AGREEMENT FOR EMS FIRE DEPT MEDICAL SUPPLIES**
COUNTY OF ELLIS §

This Agreement for EMS Fire Dept. Medical Supplies ("Agreement") is made by and between the City of Midlothian, Texas ("City") and Bound Tree Medical, LLC ("Supplier") (each a "Party" and collectively the "Parties"), acting by and through their authorized representatives.

RECITALS:

WHEREAS, City desires to engage the services of Contractor as an independent contractor and not as an employee in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, Contractor desires to render manufacturing and delivery services for the purchase of various medical supplies to support the fire department in emergency calls, as more fully described in Exhibit "A" and Exhibit "B" attached hereto and made a part herein by reference (the "Services"), and in accordance with the terms and conditions set forth in this Agreement;

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

Article I
Term

The Term of this Agreement shall commence upon Contractor's receipt of the City's Notice to Proceed, and shall continue until completion of the Services, unless sooner terminated as provided here.

Article II
Contract Documents

2.1. This Agreement consists of the following items:

(a) This Agreement;

(b) City's Request for Bid Solicitation for Purchase of a 2020-28 EMS Fire Dept. Medical Supplies RFP ("City's Bid") (attached as Exhibit "A"); and

(c) Supplier's Response to City's Bid (attached as Exhibit "B").

2.2 In the event there exists a conflict in interpretation, the documents shall control in the order listed above. These documents shall be referred to collectively as "Contract Documents."

Article III
Scope of Services

The Parties agree that Contractor shall perform the Services specifically set forth under Exhibit "A" and Exhibit "B" attached hereto and incorporated herein by reference.

Article IV
Compensation

4.1 City shall compensate Contractor in the total amount as set forth in Exhibit "B".

4.2 City shall pay Contractor within thirty (30) days after receiving an invoice for the Services. Contractor must submit a proper invoice with no errors or discrepancies and that all Services noted on the invoice has been completed. Any errors, discrepancies or the invoicing of Services not completed may result in a delay in payment.

4.3 Contractor shall be responsible for all expenses related to the Services provided pursuant to this Agreement including, but not limited to, travel, copying and facsimile charges, reproduction charges, and telephone, internet and e-mail charges.

Article V
Devotion of Time; Personnel; and Equipment

5.1 Contractor shall devote such time as reasonably necessary for the satisfactory performance of the Services under this Agreement. Should City require additional services not included under this Agreement, Contractor shall make reasonable efforts to provide such additional services at mutually agreed charges or rates, and within the time schedule prescribed by City, and without decreasing the effectiveness of the performance of Services required under this Agreement.

5.2 To the extent reasonably necessary for Contractor to perform the Services under this Agreement, Contractor shall be authorized to engage the services of any agents, assistants, persons, or corporations that Contractor may deem proper to aid or assist in the performance of the Services under this Agreement. The cost of such personnel and assistance shall be borne exclusively by Contractor.

Article VI
Suspension of Work

The City shall have the right to immediately suspend work by Contractor if the City determines in its sole discretion that Contractor has, or will fail to perform, in accordance with

this Agreement. In such event, any payments due Company shall be suspended until Contractor has taken satisfactory corrective action.

Article VII
Availability of Funds

If monies are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, this Agreement shall be canceled and Contractor may only be reimbursed for the Services performed and goods delivered up to the effective date of the cancellation.

Article VIII
Insurance

Contractor shall provide and maintain for the duration of this Agreement, and for the benefit of the City (naming the City and its officers, agents and employees as additional insureds), insurance coverage in full force and effect as set forth in Exhibit "A".

Article IX
Termination

9.1 Termination for Cause. City may terminate this Agreement, with or without cause, by giving Contractor thirty (30) days prior written notice. Upon receipt of a notice of termination, Contractor shall promptly cease placing orders and all further work pursuant to the Agreement, with such exceptions, if any, specified in the notice of termination. City shall pay Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

9.2 Termination for Default. City reserves the right to terminate this Agreement without prior notice in the event Contractor defaults or breaches any of the terms and conditions of the Agreement, or otherwise fails to perform in accordance with the bid specifications. In the event of termination, City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible respondent. Any such act by the City shall not be deemed a waiver of any other right or remedy of the City. If, after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the Agreement sum, which has not therefore been paid to Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess.

Article X
Indemnification

10.1 **CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, BOTH PAST AND**

PRESENT, FROM AND AGAINST LIABILITY FOR ANY AND ALL CLAIMS, LIENS, SUITS, DEMANDS, AND ACTIONS FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGE (INCLUDING LOSS OF USE), AND EXPENSES, (INCLUDING COURT COSTS, ATTORNEYS' FEES AND OTHER REASONABLE COSTS OF LITIGATION) ARISING OUT OF OR RESULTING FROM CONTRACTOR'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH OR INCIDENTAL TO THIS CONTRACT AND FROM ANY LIABILITY ARISING OUT OF OR RESULTING FROM INTENTIONAL ACTS OR NEGLIGENCE OF THE CONTRACTOR, INCLUDING ALL SUCH CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW, OR BASED IN WHOLE OR IN PART UPON THE NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS OF CONTRACTOR, INCLUDING BUT NOT LIMITED TO ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS.

10.2 **IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH THE CITY AND THE CONTRACTOR, THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT INDEMNIFIES AND PROTECTS THE CITY FROM THE CONSEQUENCES OF THE CONTRACTOR'S OWN NEGLIGENCE.**

10.3 **CONTRACTOR FURTHER AGREES THAT IT SHALL AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, AND OTHER PERSONS, AS WELL AS THEIR PROPERTY, WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR OTHER FAULT OF THE CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES, OR OTHER PERSONS ASSOCIATED WITH THE CONTRACTOR.**

10.4 **CONTRACTOR AGREES TO INDEMNIFY AND SAVE THE CITY HARMLESS FROM ALL CLAIMS GROWING OUT OF ANY DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN, AND FURNISHERS OF SUPPLIES, EQUIPMENT, FINANCING OR ANY OTHER GOODS OR SERVICES, TANGIBLE OR INTANGIBLE. WHEN THE CITY SO DESIRES, THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE THAT ALL OBLIGATIONS OF THE NATURE HEREINABOVE DESIGNATED HAVE BEEN PAID, DISCHARGED OR WAIVED.**

Article XI
Miscellaneous

11.1 Entire Agreement. This Agreement constitutes the sole and only agreement between the Parties and supersedes any prior understandings written or oral agreements between the Parties with respect to this subject matter.

11.2 Assignment. Contractor may not assign this Agreement in whole or in part without the prior written consent of the City. In the event of an assignment by Contractor to which the City has consented, the assignee shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, and obligations contained in this Agreement.

11.3 Successors and Assigns. Subject to the provisions regarding assignment, this Agreement shall be binding on and inure to the benefit of the Parties to it and their respective heirs, executors, administrators, legal representatives, successors and assigns.

11.4 Governing Law. The laws of the State of Texas shall govern this Agreement; and venue for any action concerning this Agreement shall be in Ellis County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said Court.

11.5 Amendments. This Agreement may be amended by the mutual written agreement of the Parties.

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

11.7 Independent Contractor. It is understood and agreed by and between the Parties that Contractor, in satisfying the conditions of this Agreement, is acting independently, and that the City assumes no responsibility or liabilities to any third party in connection with these actions. All services to be performed by Contractor pursuant to this Agreement shall be in the capacity of an independent contractor, and not as an agent or employee of the City. Contractor shall supervise the performance of its services and shall be entitled to control the manner and means by which its services are to be performed, subject to the terms of this Agreement.

11.8 Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other party or address as either party may designate in writing, and shall be deemed received three (3) days after delivery set forth herein:

If intended for City, to:

City of Midlothian, Texas
Attn: Chris Dick
City Manager
104 West Avenue E
Midlothian, Texas 76065
Phone: 972-775-3481

With a copy to:

Joseph J. Gorfida, Jr.
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201
Phone: (214) 965-9900

If intended for Supplier:

Bound Tree Medical, LLC
Attn: Brian LaDuke, President, Emergency Preparedness
5000 Tuttle Crossing Blvd
Dublin, OH 43016
Phone: (800) 533-0523

11.9 Counterparts. This Agreement may be executed by the Parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of any number of copies hereof each signed by less than all, but together signed by all of the Parties hereto.

11.10 Exhibits. The exhibits attached hereto are incorporated herein and made a part hereof for all purposes.

11.11 Audits and Records. Contractor agrees that during the term hereof, the City and its representatives may, during normal business hours and as often as deemed necessary, inspect, audit, examine and reproduce any and all of Contractor's records relating to the services provided pursuant to this Agreement for a period of one year following the date of completion of services as determined by City or date of termination if sooner.

11.12 Conflicts of Interests. Contractor represents that no official or employee of City has any direct or indirect pecuniary interest in this Agreement.

11.13 Compliance with Federal, State & Local Laws. Contractor shall comply in performance of services under the terms of this Agreement with all applicable laws, ordinances and regulations, judicial decrees or administrative orders, ordinances, and codes of federal, state and local governments, including all applicable federal clauses.

11.14 Force Majeure. No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements of nature or acts of God, riots, civil disorders, acts of terrorism or any similar cause beyond the reasonable control of such party, provided that the non-performing party is without fault in causing such default or delay.

The non-performing Party agrees to use commercially reasonable efforts to recommence performance as soon as possible.

11.15 Prohibition of Boycott Israel. Contractor verifies that it does not Boycott Israel, and agrees that during the term of this Agreement will not Boycott Israel as that term is defined in Texas Government Code Section 808.001, as amended.

(signature page to follow)

EXECUTED this 8th day of December, 2020

City of Midlothian, Texas

By: _____
Chris Dick, City Manager

Approved as to form:

By: _____
Joseph J. Gorfida, Jr., City Attorney

EXECUTED this 10th day of February, 2021.

Bound Tree Medical, LLC

By: _____
Name: Shawn P. Saylor
Title: CFO

EXHIBIT "A"
City's Bid

CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at **least** five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid **does not exactly** describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance, Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:
THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

10. Delivery or Contract Completion Time: Must be shown, as the date may, where time is of the essence, determines the contract award. Failure to state delivery time may cause bid to be rejected. Successful bidder shall notify the Purchasing Department immediately if delivery schedule cannot be met. If delay is foreseen, successful bidder shall give written notice to the Purchasing Agent and EMS Chief. The City of Midlothian has the right to extend delivery time if reason appears valid. In the event delivery is not made within the stated time period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

employees, unless such clarification or change is provided to bidders in written addendum form from the City Purchasing Agent.

26. Collusion: Any evidence of agreement or collusion among bidders and prospective bidders acting to restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders' void.

27. All pages of this document packet, taken together comprise the Bid. Omission of or failure to complete or return any portion of the required document, at the time of bid opening, may be cause to reject he entire bid.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

    1.) Is your principle place of business in the State of Texas? YES____ NO____

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? _____

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO____

        c.) If yes, what is that dollar increment or percentage? _____

    The State Purchasing and General Services Commission defines Principal Place of Business as follows:

    Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

    Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
   Yes____ No____

5. During an emergency (natural or man-made) situations, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
   Yes____ No____

   Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

Telephone: ( ) _____

Email: _____

Product Purchased by Reference: _____

Company Name: _____

Address: _____

Contact Person: _____

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
http://www.tbpc.state.tx.us/hubbid

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
http://www.nctrca.org

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #1, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. **ATTACHMENT**
   A. Usage Spreadsheet
   B. Revised List of Items for RFP Spreadsheet

2. **CLARIFICATION**
   A. Will you consider price adjustments after the 1st 12 months with documentation, during this time many of the manufacturers we are working with will not guarantee two-year pricing, and in fact are now changing pricing within less than a year. It has just become almost impossible to predict, so checking if this could be a consideration during these uncertain times. **These terms should be outlined on page 2 item #19 of the bid.**
   B. Also, during this time everyone is working remotely. Your bid requires signatures of our VP, will you allow an electronic signature? **Yes**
   C. Do you anticipate extending the bid due date? **Not at this time.**
   D. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free? **No**
   E. Other than your own website, where was this bid posted? **The Midlothian News Mirror**
   F. Could the City provide estimated annual usage/quantities for the items being requested in the bid? **Attached is our usage report. This information is based on usage for Midlothian only and does not include usage by additional Cities which might utilize the cooperative agreement.**
   G. If there are bid terms and conditions Vendor may not be able to agree to, will the City allow Vendor to include clarifications or exceptions as part of its bid submission? **Clarifications and/or exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
   H. If there are insurance requirements that Vendor may not be able to agree to, will the City consider exceptions to insurance terms and conditions? **Insurance exceptions can be included as part of bid submission. The City will take these exceptions into consideration when determining the Best Value for the City.**
   I. Could you clarify the meaning of the last sentence in Section 7 on Page 8 (Conditions of Bidding, Escalation/De-Escalation)? "Any contract awarded with an escalation clause shall be subject to de-escalation in the event of cost reduction." **Vendor requests for price adjustments**

S. Line number 194: Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx. Can you supply the manufacturer name and part number? **No part number available: Contact # for Fire Wipes at: (844) 947-3483**

T. Line number 271: Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

U. Line number 272: Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent. Can you supply the manufacturer part number? **It does not say it has to be physio-control brand pads 326 5000units. A different part number can be provided.**

V. Line number 326: Heparin pre-mixed 250 or 500cc bag. Need the strength (how many units of heparin)? **5000 units**

W. Line number 403: Certa Dose PALS Syringe Holder Kit 1/KT 4KT/BX. Can you supply the manufacturer part number?
For Certi-Dose line 403 see below.
Due to the nature of this product, orders must be made through:
Concordance Healthcare Solutions Purchasing
www.concordancehealthcare.com
Item: 278950
Call 800-473-2332 to set up an account if you are not a current Concordance customer.
Cardinal Health Purchasing
www.orderexpress.cardinalhealth.com
Item: 5513643
Call 800-926-3161 to set up an account if you are not a current Cardinal customer.
Bound Tree Purchasing
www.boundtree.com
Item: 0001-05
Email contactcustomerservice@boundtree.com to set up an account if you are not a current Boundtree customer.
McKesson Pharmaceutical
www.connect.mckesson.com
NDC # 71754-0001-05
Call 855-571-2100 to set up an account if you are not a current McKesson Pharmaceutical customer.

X. Line number 432: Stop The Bleed Sticker Kit (10 Stickers/Kit). This item is an exclusive item. Please remove this item from the bid.
Will not remove from the bid. An alternative can be presented. The Stop the Bleed goes with our city kits.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: **AUTHORIZED REPRESENTATIVE**

_____
_____
_____
_____

Signature_____
Name_____
Title_____
Tel. No._____

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #2, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. ANNOUNCEMENT OF CHANGE TO BID OPENING DATE

A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. REMINDER AS STATED IN RFP

A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: **AUTHORIZED REPRESENTATIVE**

_____ **Signature**_____
_____ **Name**_____
_____ **Title**_____
_____ **Tel. No.**_____

EXHIBIT "B"
Contractor's Response to City's Bid



Bound Tree

CITY OF MIDLOTHIAN

EMS MEDICAL SUPPLIES

BID NO. 2020-28

DUE – NOVEMBER 20, 2020 11:00AM

Midlothian
DFW's Southern Star

Purchasing Division

Cheryl Allison
Purchasing Agent

ADDENDUM #2, November 13, 2020
BID NO. 2020-28

EMS FIRE DEPT. MEDICAL SUPPLIES

1. **ANNOUNCEMENT OF CHANGE TO BID OPENING DATE**

   A. The bid opening has been extended to Friday, November 20, 2020 at 11:00 AM. No other exceptions to the bid opening have been made.

2. **REMINDER AS STATED IN RFP**

   A. All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.
   B. All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Monday, November 16, 2020 at 11:00 AM.

ACKNOWLEDGING RECEIPT OF THIS ADDENDUM SHOULD BE SIGNED AND RETURNED WITH YOUR BID

NAME AND ADDRESS OF COMPANY: **AUTHORIZED REPRESENTATIVE**

_____
_____
_____
_____

Signature _____
Name Brian LaDuke
Title President, Emergency Preparedness
Tel. No. 800.533.0523

will be evaluated based on cost increases and cost reductions in supplies that the vendor may have experienced.

J. Can the City please provide vendors with the most recent bid tabulation for awarded pricing and Unit of Measure for the items in the current bid? **The City of Midlothian has utilized another City's contract in the past and does not have a bid tabulation to provide.**

K. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided. I only find one place for signature on P2, and didn't find any other provided space for signatures. **For this RFP, P2 is the only required signature page.**

L. Stated in RFP- "REQUIREMENTS: Any variance in any item(s) must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. All unit pricing shall be specified on the attached pricing sheets. Bidder shall indicate Grand Total pricing on Invitation to Bid for attached line items, if applicable." Again, this talks about Exceptions to Bidder's Proposal which is not available. Also, I didn't find Total or Unit pricing column on the excel sheet. Where are we supposed to input pricing? **The List of Items Spreadsheet has been amended and is attached. The only changes to the Spreadsheet where to include the word Price above the "Each", "per Box", & "per Case" columns to indicate where the pricing should be listed. There was a column included on this Spreadsheet for Vendors Comments to be utilized for exceptions. An additional area has been added to the bottom for Exceptions should it be necessary.**

M. Stated in RFP- "Signature: This bid must be signed by a company representative authorized to bind the offer contractually." Does it have to be signed in wet, or electronic/scanned signature also works? **Electronic/Scanned Signature is fine.**

N. Need manufacturer item numbers for the items below marked as No Substitutions
Nebulizer, AeroEclipse II BAN, W/O ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
Nebulizer, AeroEclipse II BAN, with ELBOW, breath actuated, SM volume, w/mouthpiece, tubing
The only information we have been given is
64594050 AeroEclipse Face Mask 58-65750 ea.

O. Need to know if the Ohmeda and DISS fittings are male or female, manufacturer part#. Also, this item is repeated, line 69 and 423.
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut
This is male and not subject to a particular brand.

P. Line number 122: Curaplex Stop the Bleed, Basic Kit Vacuum Sealed. This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. **An alternative can be presented, but the requested Stop the Bleed kit is what is currently used in the city. This would maintain conformity.**

Q. Line number 123: Curaplex TOCS: Tactical Occlusive Chest Seal, 6 in x 6 in; 2/PK This item is an exclusive item with no substitutions allowed. Please remove this item from the bid. No **Substitutions was a typo. It says to the side or equivalent on the main line.**

R. Line number 141: Israeli Emergency Bandage, Green 8in. This item has been discontinued by the manufacturer and no substitutions allowed. Please remove this item from the bid. **This can be substituted with the 6in.**

Midlothian
DFW's Southern Star

CITY OF MIDLOTHIAN
INVITATION TO BID
BID# 2020-28 EMS Fire Dept.
Medical Supplies

The City of Midlothian is now accepting sealed bids for Medical Supplies for the City of Midlothian Fire Department. Forms furnished by the City of Midlothian may be obtained without deposit by downloading from:

City of Midlothian Website at
www.midlothian.tx.us
Purchasing Department

All sealed bids shall be submitted including one marked original, one (1) duplicate on the original forms and one (1) electronic copy clearly marked with bid number and description. Bids sent via courier must be sealed in a separate envelope inside of the mailer. Bids cannot be received by email at this time.

Bids will be received at the City of Midlothian, Purchasing Office, 104 W Avenue E, Midlothian, TX 76065 until 11:00 a.m. Wednesday, November 18, 2020.

No late bids will be considered.

The bids will be publicly opened after the closing on the said date.

The City of Midlothian reserves the right to reject any and all proposals, to waive irregularities, and to accept the bid(s) deemed to provide the best value for the City. The City reserves the right to award the contract to a single contractor or to split the contract between contractors if it is deemed this will be the best value for the City.

All inquiries about this bid or specifications must be made to Cheryl Allison, Purchasing Agent at cheryl.allison@midlothian.tx.us prior to Thursday, November 12, 2020 at 11:00 AM.

PUBLISHED: 10-29-20
11-05-20

TERMS AND CONDITIONS

1. The City of Midlothian will accept **sealed bids** Monday through Friday, 8:00 a.m. – 5:00 p.m. Bids must be received before the specified hour and date of the opening. **Bids will be publicly opened and read aloud.**
2. All sealed bids should be submitted on the original forms provided with one (1) duplicate and one (1) electronic copy. No email copies will be accepted. Each bid must be sealed and should be placed in a properly identified envelope with bid number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initialed by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Midlothian reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders by City website. If bidder demonstrates just reason for a change, the City of Midlothian must have at least five working days' notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, UNIT prices shall govern. Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for ninety (90) days from opening date.
9. The City of Midlothian is exempt from taxes. DO NOT INCLUDE TAX IN BID.
10. The City of Midlothian reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder MUST give full firm name and address. Person signing bid should show TITLE or AUTHORITY TO BIND HIS FIRM IN A CONTRACT. Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. If the brochure or information included with your bid does not exactly describe the item to be furnished, then notes in the attached form, "EXCEPTIONS TO BIDDER'S PROPOSAL," must explain the difference. Comments in this form signify that your proposal takes exception to the stated specifications. Exceptions taken may be just cause to disqualify bid.
14. NO substitutions or cancellations permitted without written approval of the City of Midlothian.
15. **All bidders must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Midlothian reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Midlothian. The City reserves the right to select one contractor or to split by North and South regions to two contractors.
16. DELIVERY: Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from bid list. Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless prior approval for late delivery has been obtained.
17. Consistent and continued tie bidding could cause rejection of bids by the City of Midlothian and/or investigation for Anti-Trust violations.
18. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
19. The Contractor/Supplier agrees to protect the City of Midlothian from claims involving infringement of patents or copyrights.
20. Purchase order number should be on original invoice and invoice sent to the City of Midlothian, 104 W Avenue E, Midlothian, TX 76065; Attn: Accounts Payable.
21. The City of Midlothian shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Midlothian shall constitute all items bid being received and in good working order to the City of Midlothian's satisfaction.

stated. **BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE.** THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $500,000.

(b) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000 per each person, $1,000,000 per each occurrence/aggregate; Property Damage $1,000,000 per each occurrence;

(c) Excess Liability Insurance. Comprehensive general Liability, Comprehensive Automobile Liability and coverages afforded by the policies above, with the minimum limits of $1,000,000 excess of specified limits.

INDEMNITY AGREEMENT:
THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. (REVISED 9-15-04)

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract. These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Ellis County, Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of

EMS FIRE DEPARTMENT
MEDICAL SUPPLIES
BID 2020-28 SPECIFICATIONS

INTENT

It is the intention of these specifications that the successful vendor shall furnish the City of Midlothian, Texas, with medical supplies covered by the Bid Specification which the City may require during the period of time specified. The products included in this bid represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes only. Actual usage and quantities will vary and ordering will be based on actual requirements. The City of Midlothian has interlocal agreements with other cities for the purchase of supplies and it is believed that these cities will wish to join and have expressed such interest.

MEDICAL SUPPLIES REQUIREMENTS/EXPECTATIONS

The items included on the medical supplies' requirement sheet represent many of the products ordered most frequently by the City and are listed for bid evaluation purposes. The City also desires to purchase from the successful bidder other medical supplies not listed on the requirement sheet. Bid award may be made in whole or part as deemed most advantageous to the City of Midlothian.

The contract awarded to the successful bidder shall be for a period of (2) years. The City of Midlothian reserves the right to renew this contract for (3) additional one-year periods under the same terms, condition and should the City so desire and the current vendor agree.

At the end of the two-year obligation, if the City and successful vendor wish to renew, the vendor shall submit a letter addressed to, City of Midlothian, Purchasing, 104 W. Ave E, Midlothian TX 76065.

A). 75 days in advance of contract termination a bona-fide manufacturer's documents directed to the City of Midlothian Purchasing Agent, of price listing (itemized) reflecting the anticipated changes (both increases and decreases) in prices, if any. Increase for the extension shall be limited to the actual cost increases to the current vendor and must be the guidelines outlined in the contract.

Product acceptability will be at the sole discretion of the City of Midlothian. Any product delivered which does not meet the City's specifications, or otherwise found to be defective, will be returned at the vendor's expense for replacement or credit. All products shall be of condition and quality "TO MEET ACCEPTABLE STANDARDS OF CARE".

Any reference to requirements in the specifications that are brand or process specific is purely for the establishment of intended quality expectations and is not to be considered a disqualifying standard.

The successful bidder shall make delivery of ordered supplies within 48 hours of the time the order is placed. Delivery must be made during normal working hours, Monday through Friday, 8:00 a.m. to 5 p.m. F.O.B. Destination: City of Midlothian has specified delivery locations. All unit and extensions shall include freight and other delivery charges. No med shall be shipped with an expiration date that is less than one year from the month the med was shipped. There are no minimum purchase amounts for an order and no service charges/delivery will be applied. Failure to deliver as required will result in the purchase of said order from the next highest bidder. Delivery tickets must accompany each delivery. Invoices must be legibly prepared showing the full description and price of items(s) delivered.

period (without acceptable reason for delay and written consent from the City, the City reserves the right to place the order with the next available vendor and the successful bidder shall be liable for any increase in price as liquidated damages, if being agreed that said sum is a fair and reasonable estimate of actual damages the City will incur. Bidder will not be held liable for failure to make delivery because of strikes, conscriptions of property, governmental regulations, acts of God, or any other causes beyond its control; provided and extension of time is obtained from the Purchasing Department or EMS Chief.

11. Bid Closing & Bid Preparation: Sealed bids received after the bid opening date and time will not be considered. It will be the SOLE RESPONSIBILITY of bidders to ensure bids are in the possession of the City of Midlothian Purchasing Department by the appointed date and time. The City will not be responsible for bids which are mismarked, delivered to the wrong place, or delayed in delivery. Electronic and Facsimile transmitted bids will not be accepted in the bid process. Each bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, his address, the name of the bid title, and bid number if any. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form and as above.

12. Item Bid: Each bidder shall describe (per specification requirements) each item bid as to Manufacture, Brand Name, Model, etc. Items shall be NEW unless stated otherwise in the City's specification. Any reference to model and/or make/manufacture used in bid specification is descriptive, not restrictive. It is used to indicate the type and quality desired. Bids on like quality will be considered.

13. Samples: Samples of items, when required, must be furnished free, and, if not called for within 30 days from date of bid opening, will be disposed of by the City.

14. Alternates: Must clearly state "ALTERNATE: and shown on the bid form with complete information attached. Alternate bids may or may not be considered in the bid process in the sole discretion of the City of Midlothian.

15. Exception/Substitutions: All bids meeting the intent of this invitation to bid will be considered for award. Bidders taking exception to the specifications, or offering considered for award. Bidders taking exception to the specification, or offering substitutions, shall state exceptions in the section provided or by attachment as part of the bid. The absence of such a list shall indicate that the bidder has not taken exceptions and City shall hold the bidder responsible to perform in strict accordance with the specification of the invitation.

16. Pharmaceutical Requirements:
    a) Vendor must be licensed with the Drug Enforcement Administration to sell and distribute Schedule II, Schedule III, and Schedule IV controlled substances.
    b) Vendor must be able to provide the Drug Enforcement Administration's electronic Controlled Substances ordering System (CSOS).
    c) Vendor must be in, and remain in compliance with the Drug Supply Chain Security Act and the Prescription Drug Marketing Act. Vendor must provide transaction reports with each shipment of pharmaceuticals.

17. Ambiguity in Bids: Any ambiguity in any bid as the result of omission, error, lack of clarity, or non-compliance by the bidder with specification, instruction, and all condition of bidding shall be construed in the light most favorable to the City.

18. Changes of Additions: No Changes or additions will be allowed after bid opening. Changes or addition submitted prior to bid opening must be in accordance with paragraph 11 above.

19. Funding: Funds for payment have been provided through the requesting entity. The State of Texas statues prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved.

28. The City of Midlothian, as a governmental agency of the State of Texas, may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the bidder to obtain a comparable contract in the state in which the nonresident principal place of business is located. (Government Code, section 2242.002) Bidder shall make answer to the following questions by encircling the appropriate response or completing the blank provided.

    1.) Is your principle place of business in the State of Texas? YES____ NO__x__

    2.) If the answer to question (1) is "yes", no further information is necessary; if "no" please indicate:

        a.) In which state is your principle place of business located? Ohio

        b.) Does that state favor resident bidders (bidders in your state) by some dollar increment or percentage? YES____ NO__x__

        c.) If yes, what is that dollar increment or percentage? _____

    The State Purchasing and General Services Commission defines Principal Place of Business as follows:

    Principle Place of Business means, for any type of business entity recognized in the State of Texas, that the business entity;

    Has at least one permanent office located within the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and has at least one employee who works in the Texas office.

29. Award: Unless stipulated in these bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City.

30. Preference: Will be given to the vendor who is able to provide the most supplies/materials, at the most economical price.

31. Split Award: The City of Midlothian reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The vendor who is able to provide a large majority of items will be looked upon favorably.

32. No Prohibited Interest: Bidder acknowledges and represent that they are aware of the laws, City Charter, and City Code of Conduct regarding conflicts of interest. The City Charter states that "No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, to the extent prohibited by state law, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies, or service, where such financial interest is prohibited by state law.

33. Cooperative Purchasing: The City of Midlothian actively participates in cooperative purchasing opportunities. If it is determined to be in the best interest, the City reserves the right to reject any and all bids and purchase the services and/or goods through cooperative means.

34. Inter-Local Agreement: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing interlocal cooperation agreements with cooperative purchasing agreements with the City of Midlothian. The City of Midlothian is a participating member of several interlocal cooperative purchasing agreements. As such, the City of Midlothian has executed interlocal agreements, as permitted under Chapter 791 of the Texas Government Code, with certain other political subdivision, authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide products/services based on

the bid price to any other participant. The city of Midlothian shall not be held responsible for any orders placed, deliveries made, or payment for materials ordered by these entities.

35. Termination for Default: The City of Midlothian reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to:

    a) Meet delivery schedules
    b) Perform in accordance with these specifications and/or
    c) Transfers, assigns or conveys any or all of its obligations or duties to another.
    d) Breach of contract or default authorizes the City to, among other things, award to another bidder, or purchases elsewhere.
    e) THE CITY OF MIDLOTHIAN RESERVES THE RIGHT TO ACCEPT OR REJECT IN PART OR IN WHOLE ANY BID SUBMITTED, AND TO WAIVE ANY TECHNICALITIES DEEMED TO BE IN THE BEST INTEREST OF THE CITY. THE UNDERSIGNED HERBY CERTIFIES THAT HE/SHE UNDERSTANDS THE SPECIFICATIONS, HAS READ THE DOUCMENT IN ITS ENTIRETY AND THAT THE BID PRICES CONTAINED IN THE BID HAVE BEEN CAREFULLY REVIEWED AND ARE SUBMITTED AS CORRECT AND FINAL. BIDDER FURTHER CERTIFIES AND AGREES TO FURNISH ANY OR ALL PRODUCT/SERVICES UPON WHICH PRICES ARE EXTENDED AT THE PRICE OFFERED, AND UPON CONDITIONS CONTAINED IN THE SPECIFICATIONS FO THE INVITATION FOR BID.

Bidders who are able to provide the following services will be looked favorably upon.

1. Vendor is able to provide and support a web-based inventory management system (Operative IQ) preferred to assist in the management of supplies and assets at an agreed upon cost. Vendor shall provide all licensing, on-site technical support, inclusive of training, in-servicing, report writing, refresher courses, and delivery training, to any and all personnel deemed necessary to ensure that the inventory management system is completed upon being awarded the bid. Vendor shall assist, in an on-going basis, with entering all equipment and supply data, report writing, and creating of checklists into the system for maximum functionality.
   Yes_x_ No___

2. Is vendor an authorized distributor of controlled access pharmaceutical dispensers and lockers (UCaplt) manufactured by the U-Select-It-Corporation or a comparable device?
   Yes_x_ No____

3. Vendor offers in-house kitting facilities, and is able to offer both standardized, and custom kitting solutions?
   Yes_x_ No____

4. Is vendor able to provide high-quality, lower-cost, private label product alternatives?
   Yes_x_ No____

5. During an emergency (natural or man-made) situation, is the vendor able to provide a comprehensive disaster response program, and are you able to supply requested merchandise within a thirty-six (36) hour time frame, twenty-four (24) hours a day, seven (7) days a week?
   Yes_x_ No____

   Provide a copy of this program if available.

REFERENCES

Each Offeror is to provide a minimum of three (3) verifiable references in which the offeror has sold, maintained or provided this or similar product or service.

Company Name: Medstar Ambulance

Address: 2900 Alta Mere Drive, Fort Worth, Texas 76116

Contact Person: Shaun Curtis, Logistics Manager

Telephone: (817) 923-3700

Email: scurtis@medstar911.org

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: City of Columbus Fire Department

Address: 2028 Williams Road, Columbus, Ohio 43207

Contact Person: Rick Meadows

Telephone: (614) 221-3132

Email:

Product Purchased by Reference: Supplies and pharmaceuticals

Company Name: New Orleans EMS

Address: 1300 Perdido Street, Ste 4W07, New Orleans, LA 70112

Contact Person: Carl Flores, Director of Logistics

Telephone: (504) 658-1552

Email: cflores@cityofno.com

Product Purchased by Reference: Supplies and pharmaceuticals

FOR MINORITY AND/OR WOMAN OWNED BUSINESS ENTERPRISES

*Not Applicable

(To be completed only if applicable)

Minority and/or Woman Owned Business Enterprises are encouraged to participate in the Midlothian procurement process. The Purchasing Division will provide additional clarification of specifications, assistance with Bids Forms, and further explanation of procedures to those who request it. The City of Midlothian recognizes the certifications of both the State of Texas Building and Procurement Commission Historical Underutilized Business (HUB) Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning certification are urged to contact:

State of Texas HUB Program
Texas Building and Procurement Commission
P.O. Box 13047
Austin TX 78711-3047
(512) 463-5872
http://www.tbpc.state.tx.us/hubbid

North Central Texas Regional
Certification Agency
616 Six Flags Drive, #416-LB 24
Arlington TX 76011
(817) 640-0606
http://www.nctrca.org

In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Midlothian vendor database, this form, along with a copy of your certification, must be returned to the City of Midlothian Purchasing Department. You should return these documents with this response, or if you have already submitted this form and a copy of your certification to the Purchasing Division, it is not necessary to re-send certification. If you meet the criteria and are not currently certified, you may contact one of the above agencies for instructions to be certified. Upon receipt of certification, you may then return this form and a copy of your certification to: City of Midlothian, Purchasing Division, 104 West Avenue E., Midlothian, Texas 76065.

COMPANY NAME:

REPRESENTATIVE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

EMAIL: _____

TELEPHONE NO.: _____ **FAX NO.:** _____

INDICATE ALL THAT APPLY

_____ Minority Owned Business Enterprise

_____ Woman Owned Business Enterprise

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
1	Airway	BVM, Airflow Manual Resuscitator, (Infant) Manual Resuscitator, Exhalation Filter, Manometer	87-AF3140MBEA	AirFlow BVM, Infant, Mask, Reservoir O2 Bag, Pop-Off, Manometer, Exhalation Filter, Blow-By Tubing	VENTLAB CORPORATION	AF3140MB	$ 9.50	1/EA
2	Airway	BVM, Airflow Manual Resuscitator, (Pediatric), Manometer, 3 mask or equivalent	87-AF2100MBEA	AirFlow BVM, Pediatric, Mask, Reservoir O2 Bag, Manometer	VENTLAB CORPORATION	AF2100MB	$ 12.50	1/EA
3	Airway	BVM, Airflow Manual Resuscitator,(Adult) Manometer, Exhalation Filter or equivalent	87-AF5140MBEA	AirFlow BVM, SM Adult, Mask, Reservoir O2 Bag, Exhalation Filter, Manometer	VENTLAB CORPORATION	AF5140MB	$ 9.50	1/EA
4	Airway	BVM, SPUR II, ADULT, BAG RESERVOIR MEDIUM MASK W/MANOMETER	2442-01701	SPUR II BVM, Adult, w/Bag Reservoir, Exp Filter, Manometer, Pressure Limiting Valve, MED Adult Mask	AMBU	523611017	$ 12.25	1/EA
5	Airway	BVM, SPUR II, Child, w/child mask, bag reservior, medi port, disp	2442-53213	Pediatric SPUR II BVM w/Toddler Mask (size 1 and size 2), Oxygen Reservoir Bag, Pressure Limiting Valve	AMBU	530213000	$ 8.80	1/EA
6	Airway	BVM, SPUR II, infant, w/infant mask, bag reservoir, medi port, disp	065-540212000EA	SPUR II BVM, Infant, w/Bag Reservoir, Infant Mask	AMBU	540212000	$ 8.58	1/EA
7	Airway	Curaplex Nebulizer w/Mask, Adult or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.70	1/EA
8	Airway	Curaplex Oxygen Mask, Adult, Elongated, High Conc, Total NRB w/o Vent, Reservoir Bag, Tubing	533-MS-25060EA	Total Non-Rebreather Elongated High Concentration Mask without Vent, 7ft Oxygen Tube, Reservoir Bag, Nose Clip, Check Valve, Elastic Strap, Adult	CURAPLEX BY BOUND TREE	BT-25060	$ 0.70	1/EA
9	Airway	Curaplex Oxygen Mask, Adult, Elongated, Partial NRB w/Vent, Reservoir Bag, 7 ft Tubing or equivalent	30051	Curaplex Partial Non Rebreather, Adult	CURAPLEX BY BOUND TREE	30051	$ 0.70	1/EA
10	Airway	Curaplex Oxygen Mask, Pediatric, Elongated, Total NRB, w/o Safety vent, 7 ft Tubing or equivalent	30053	Curaplex Partial Non Rebreather, Pediatric	CURAPLEX BY BOUND TREE	30053	$ 0.70	1/EA
11	Airway	Curaplex Oxygen Nasal Cannula, Adult, Conventional, Clear, Non-Flared Prongs, 7 ft tubing, or equivalent	301-107EA	Oxygen Nasal Cannula, Conventional, Non-Flared Nasal Prongs, Clear, 7ft Tubing, Adult	CURAPLEX BY BOUND TREE	BT-24003	$ 0.25	1/EA
12	Airway	Curaplex Oxygen Nasal Cannula, Pediatric, Over-the-Ear, 7 ft Star Lumen Tubing or equivalent	533-MS-24101EA	Oxygen Nasal Cannula, Pediatric, Over-The-Ear Style, 7 foot Star Lumen Tubing	CURAPLEX BY BOUND TREE	BT-24101	$ 0.25	1/EA
13	Airway	Curaplex Oxygen Regulator, Brass Core, 2 DISS Outlets, 1 Barb, 0-25 LPM, Black or equivalent	14288	Curaplex All Brass Regulator, Click-Style	CURAPLEX BY BOUND TREE	EMSREG8725-B2D-BTM	$ 41.50	1/EA
14	Airway	Curaplex Select CPR Pocket Mask, O2 Inlet or equivalent	36045	Curaplex CPR Mask with O2 Inlet	CURAPLEX BY BOUND TREE	36045	$ 2.20	1/EA
15	Airway	Curaplex Select Endotracheal Tube with Stylette, 2.5mm, Cuffed or equivalent	2113-10225	Endotracheal Tubes, Cuffed w/Stylet, 2.5mm	CURAPLEX BY BOUND TREE	2113-10225	$ 1.42	1/EA
16	Airway	Curaplex Select Endotracheal Tube with Stylette, 3.0mm, Cuffed or equivalent	2113-10230	Endotracheal Tubes, Cuffed w/Stylet, 3.0mm	CURAPLEX BY BOUND TREE	2113-10230	$ 1.42	1/EA
17	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.0mm, Cuffed or equivalent	2113-10240	Endotracheal Tubes, Cuffed w/Stylet, 4.0mm	CURAPLEX BY BOUND TREE	2113-10240	$ 1.42	1/EA
18	Airway	Curaplex Select Endotracheal Tube with Stylette, 4.5mm, Cuffed or equivalent	2113-10245	Endotracheal Tubes, Cuffed w/Stylet, 4.5mm	CURAPLEX BY BOUND TREE	2113-10245	$ 1.42	1/EA
19	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.0mm, Cuffed or equivalent	2113-10250	Endotracheal Tubes, Cuffed w/Stylet, 5.0mm	CURAPLEX BY BOUND TREE	2113-10250	$ 1.42	1/EA
20	Airway	Curaplex Select Endotracheal Tube with Stylette, 5.5mm, Cuffed or equivalent	2113-10255	Endotracheal Tubes, Cuffed w/Stylet, 5.5mm	CURAPLEX BY BOUND TREE	2113-10255	$ 1.42	1/EA
21	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.0mm, Cuffed or equivalent	2113-10260	Endotracheal Tubes, Cuffed w/Stylet, 6.0mm	CURAPLEX BY BOUND TREE	2113-10260	$ 1.42	1/EA
22	Airway	Curaplex Select Endotracheal Tube with Stylette, 6.5mm, Cuffed or equivalent	2113-10265	Endotracheal Tubes, Cuffed w/Stylet, 6.5mm	CURAPLEX BY BOUND TREE	2113-10265	$ 1.42	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
42	Airway	Curaplex Select Nasopharyngeal Airway, 32 Fr, 8.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18132	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 32 French	CURAPLEX BY BOUND TREE	2-0211-8132	$ 2.12	1/EA
43	Airway	Curaplex Select Nasopharyngeal Airway, 34 Fr, 8.5mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18134	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 34 French	CURAPLEX BY BOUND TREE	2-0211-8134	$ 2.12	1/EA
44	Airway	Curaplex Select Nasopharyngeal Airway, 36 Fr, 9.0mm, Robertazzi Style, Latex Free, Sterile or equivalent	2021-18136	Curaplex Select Nasopharyngeal Airway, Neoprene, Robertazzi Style, 36 French	CURAPLEX BY BOUND TREE	2-0211-8136	$ 2.12	1/EA
45	Airway	Curaplex Select Nebulizer, Small-volume, Hand-held, Adult Aerosol Mask, 7 ft Tubing or equivalent	301-202EA	Curaplex Select Nebulizer, Small Volume, Hand Held, with Adult Aerosol Mask, 7ft Kink Resistant Tubing	CURAPLEX BY BOUND TREE	202	$ 0.80	1/EA
46	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 or equivalent	301-LED-020S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-020S	$ 6.98	1/EA
47	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 or equivalent	301-LED-030S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-030S	$ 6.98	1/EA
48	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 or equivalent	301-LED-040S	CuraView LED Laryngoscope Blade & Handle, Disposable, Mac 4 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-040S	$ 6.98	1/EA
49	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 or equivalent	301-LED-000S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 0 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-000S	$ 6.98	1/EA
50	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 or equivalent	301-LED-101S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 1 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-101S	$ 6.98	1/EA
51	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 or equivalent	301-LED-102S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 2 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-102S	$ 6.98	1/EA
52	Airway	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 or equivalent	301-LED-103S	CuraView LED Laryngoscope Blade & Handle, Disposable, Miller 3 1/EA 20EA/BX 3BX/CS	TRI-ANIM HEALTH SERVICES	301-LED-103S	$ 6.98	1/EA
53	Airway	Disposable Guedel Oral Airway, 40mm (Pink)	2010-35040	Curaplex® Guedel Airway, 40mm, Pink	CURAPLEX BY BOUND TREE	12990	$ 0.21	1/EA
54	Airway	Disposable Guedel Oral Airway, 50mm (Blue)	2010-35050	Curaplex® Guedel Airway, 50mm, Blue	CURAPLEX BY BOUND TREE	13057MS	$ 0.21	1/EA
55	Airway	Disposable Guedel Oral Airway, 60mm (Black)	2010-35060	Curaplex® Guedel Airway, 60mm, Black	CURAPLEX BY BOUND TREE	13058	$ 0.21	1/EA
56	Airway	Disposable Guedel Oral Airway, 70mm (White)	2010-35070	Curaplex® Guedel Airway, 70mm, White	CURAPLEX BY BOUND TREE	13059	$ 0.21	1/EA
57	Airway	Disposable Guedel Oral Airway, 80mm (Green)	2010-35080	Curaplex® Guedel Airway, 80mm, Green	CURAPLEX BY BOUND TREE	13060	$ 0.21	1/EA
58	Airway	Disposable Guedel Oral Airway, 90mm (Yellow)	2010-35090	Curaplex® Guedel Airway, 90mm, Yellow	CURAPLEX BY BOUND TREE	13061	$ 0.21	1/EA
59	Airway	Disposable Guedel Oral Airway, 100mm (Red)	2010-35100	Curaplex® Guedel Airway, 100mm, Red	CURAPLEX BY BOUND TREE	13062	$ 0.21	1/EA
60	Airway	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	2130-42560	Endotracheal Tube Holder, Thomas Select, Adult, for ET/SGA Tubes 6.5mm ID to 42mm OD	LAERDAL MEDICAL CORP.	600-42500	$ 3.60	1/EA
61	Airway	Endotracheal Tube Holder, Thomas Select, Pediatric	020400	Thomas Endotracheal Tube Holder, Pediatric, Pink	LAERDAL MEDICAL CORP.	600-20000	$ 2.75	1/EA
62	Airway	ET TUBE INTRODUCER PEDIATRIC 10 FR X 70 CM W/ COUDE TIP	2120-17010	ET Tube Disp Introducer, Blue Coude Tip, 10 French x 70cm, Pediatric	SUN MED	9-0211-70	$ 4.22	1/EA
63	Airway	ET TUBE INTRODUCER W/COUDE TIP 15FR X 70CM	9-01212-70	ET Tube Disp Introducer, Blue Coude Tip, 15 French x 70cm, Adult	SUN MED	9-0212-70	$ 4.22	1/EA
64	Airway	FLOWMETER OXYGEN WITH OHMEDA QC ADAPTER 0-15 LPM	020631	Oxygen Flowmeter, Aluminium, 0-15 LPM, w/Ohmeda Quick Connect	PRECISION MEDICAL	BMFA1005	$ 33.76	1/EA
65	Airway	GO-PAP with BiTrac ED - Adult Medium	313-4602EA	GO-PAP with BiTrac ED - Adult MED	PULMODYNE	313-4602EA	$ 39.50	1/EA

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Item #	City of Midlothian Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
90	Airway	UEScope 2 Blade Size D2	2146-03020	Single Use Blade Size D2 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3020	$ 40.65	1/EA
91	Airway	UEScope 2 Blade Size D3	2146-03030	Single Use Blade Size D3 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3030	$ 40.65	1/EA
92	Airway	UEScope 2 Blade Size D4	2146-03040	Single Use Blade Size D4 for UESCOPE 2	UE MEDICAL DEVICES INC.	010-3040	$ 40.65	1/EA
93	Airway	UEScope 2 VL460 Kit	2146-01200	UEScope 2 VL460 Starter Kit	UE MEDICAL DEVICES INC.	460-1200	$ 1,600.00	1/EA
94	Airway	VixOne Small Volume Nebulizer or equivalent	A911203	VixOne Nebulizer w/Mouthpiece, Tee, Flex Hose, and 7 Foot Kink Resistant Tubing	WESTMED, INC.	0210	$ 0.95	1/EA
95	Bandaging/Splinting	ABDOMINAL PADS STERILE 8 IN X 10 IN	1212-12111	Curaplex Abdominal Combine Dressing, Sterile, 8in x 10in	CURAPLEX BY BOUND TREE	1212-12111	$ 3.40	20/BX
96	Bandaging/Splinting	BANDAGE ROLL STERILE 2 1/4 IN 96EA/CS KERLIX	150030	Kerlix Gauze Bandage Roll, Sterile, Soft Pouch, Small, 2.25inch x 3.0 yards	CARDINAL HEALTH	6720-	$ 0.75	1/EA
97	Bandaging/Splinting	Bandage, Multi-Trauma Dressing, 10 in x 30 in, Sterile, 25ea/cs	16353	Curaplex Multi-Trauma Dressing, 12inch x 30inch, Sterile	CURAPLEX BY BOUND TREE	STORM-GZM00150	$ 0.78	1/EA
98	Bandaging/Splinting	Board splint, padded, 3x18 in. long, orange vinyl cover	660012	Splint, Padded Board, 3inch x 15inch, Orange Vinyl Cover	DMS	60015	$ 2.45	1/EA
99	Bandaging/Splinting	Board splint, padded, 3x36in long, orange vinyl cover	660013	Splint, Padded Board, 3inch x 36inch, Orange Vinyl Cover	DMS	60036M	$ 4.15	1/EA
100	Bandaging/Splinting	Board splint, padded, 3x54in long, orange vinyl cover	660014	Splint, Padded Board, 3inch x 54inch, Orange Vinyl Cover	DMS	60054M	$ 5.55	1/EA
101	Bandaging/Splinting	Combat Application Tourniquet (CAT) Tactical Black, Gen 7, One-handed Tourniquet - Windlass System	1880-13022	Combat Application Tourniquet (CAT), One-handed Tourniquet Utilizing Windlass System, Tactical Black	NORTH AMERICAN RESCUE PRODUCTS	30-0001	$ 24.70	1/EA
102	Bandaging/Splinting	Cohesive Elastic Bandage 2in (Blue)	1121-36571	Curaplex Cohesive Elastic Bandage, 2in, Blue	CURAPLEX BY BOUND TREE	1121-36571	$ 16.55	36/BX
103	Bandaging/Splinting	Cohesive Elastic Bandage 3in (Blue)	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 15.90	24/BX
104	Bandaging/Splinting	Conforming stretch bandage, gauze, 3 in., non-sterile, clean wrap or equivalent	1121-36559	Curaplex Conforming Stretch Gauze Bandage, Non-Sterile, 3in, 12rl/bg 8bg/cs	CURAPLEX BY BOUND TREE	1121-36559	$ 0.80	12/BG
105	Bandaging/Splinting	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.25	1/EA
106	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Large, Sterile 100/BX or equivalent	1330-86100	Curaplex Sterile Alcohol Prep Pads, Large	CURAPLEX BY BOUND TREE	1330-86100	$ 1.60	100/BX
107	Bandaging/Splinting	Curaplex Alcohol Prep Pad, Medium, Sterile 200/BX or equivalent	1330-85300	Curaplex Sterile Alcohol Prep Pad, Medium	CURAPLEX BY BOUND TREE	1330-85300	$ 1.52	200/BX
108	Bandaging/Splinting	Curaplex Backboard Strap, Blue, 5 ft, Side Release Buckle, Loop Lock, Polypropylen or equivalent	16685	Curaplex Backboard Strap, Side Release Buckle, 2 Piece w/ Loop Lock, Polypropylene, Blue, 5 feet	CURAPLEX BY BOUND TREE	BB STRAP BLUE (ND) DO NOT CUT	$ 2.15	1/EA
109	Bandaging/Splinting	Curaplex Bandage, Cohesive, 2 in., non-sterile, blue, self adhesive wrap or equivalent	1121-36572	Curaplex Cohesive Elastic Bandage, 3in, Blue	CURAPLEX BY BOUND TREE	1121-36572	$ 16.45	24/BX
110	Bandaging/Splinting	Curaplex Blanket, Navy Blue, Fleece, 60 in x 90 in, 10ea/cs or equivalent	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
111	Bandaging/Splinting	Curaplex Fluff Bandage Roll 4.5"x4.1yds, 6ply, Sterile, 100rl/cs	1121-36645	Curaplex Fluff Bandage Roll, 6ply, Sterile, 4.5" by 4.1yd	CURAPLEX BY BOUND TREE	1121-36645	$ 0.60	1/RL
112	Bandaging/Splinting	Curaplex Head Immobilizer, Adult, incl Head and Chin Straps,20ea/cs	3141-91010	Curaplex Instant Head Immobilizer, Adult	CURAPLEX BY BOUND TREE	BT-91010	$ 3.12	1/EA
113	Bandaging/Splinting	Curaplex Hot Pack - Small - 5in x 5in or equivalent	1432-56000	Curaplex Hot Pack, Small	CURAPLEX BY BOUND TREE	H5050	$ 0.22	1/EA
114	Bandaging/Splinting	Curaplex Stop the Bleed, Basic Kit Vacuum Sealed	8600-STB001B	Curaplex Stop the Bleed®, Basic Kit	CURAPLEX BY BOUND TREE	8600-STB001B	$ 39.50	1/EA

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Line ID	Type of Medical Item Description		Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
140	Bandaging/Splinting	Paramedic Shears, Yellow, 5.5 in	68008	Paramedic Shears, 5.5, Yellow	CURAPLEX BY BOUND TREE	182-YELLOW	$ 0.75	1/PR
141	Bandaging/Splinting	Pediatric/Infant Immobilization Board	36111	Curaplex Pedi Board, w/ Case	CURAPLEX BY BOUND TREE	STORM-PIBS	$ 85.00	1/EA
142	Bandaging/Splinting	Perfit Ace Extrication Collar Adult	260281	Perfit ACE Adjustable Collar, Adult	AMBU	000281000	$ 3.20	1/EA
143	Bandaging/Splinting	Perfit Ace Extrication Collar pediatric	260280	Perfit Mini ACE Adjustable Collar, Pediatric	AMBU	000281106	$ 3.20	1/EA
144	Bandaging/Splinting	QuikClot EMS Rolled Gauze, 3 inch x 48 inch, Sterile, White, Nonwoven w/Kaolin	1214-00572	QuikClot Bleeding Control Dressing, Roll (3 IN x 4 Feet)	Z-MEDICA LLC	572	$ 18.55	1/EA
145	Bandaging/Splinting	SAM Pelvic Sling II	665566	SAM Pelvic Sling II, Standard, 32-50inch Hip	SAM MEDICAL	PS301-OB-EN	$ 62.55	1/EA
146	Bandaging/Splinting	SWAT-TOURNIQUET, TACTICAL BLACK	G1092	SWAT-Tourniquet, Tactical Black	H & H MEDICAL CORPORATION	SWAT-T BLK-CA	$ 8.55	1/EA
147	Bandaging/Splinting	TAPE ADHESIVE CLOTH 1 IN X 10 YARDS	1110-14007	Curaplex® Cloth Tape, 1 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14007	$ 7.90	12/BX
148	Bandaging/Splinting	TAPE ADHESIVE CLOTH 3 IN X 10 YARDS	1110-14009	Curaplex® Cloth Tape, 3 In X 10 Yds	CURAPLEX BY BOUND TREE	1841-14009	$ 7.90	4/BX
149	Bandaging/Splinting	VACUUM MATTRESS DELUXE WITH 6 HANDLES CARRY CASE AND LARGE PUMP EVAC-U-SPLINT	MT90001	Air Transport Vacuum Spine Board Set, 8 Handles w/Ribs Incl Case, Pump and Pelvic Strap, 6ft	CURAPLEX BY BOUND TREE	MT90001	$ 857.50	1/EA
150	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Large Extremity	560103	Evac-U-Splint Vacuum Extremity Splint (splint only), LG	HARTWELL MEDICAL LLC	EV 103	$ 140.50	1/EA
151	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Medium Extremity	560102	Evac-U-Splint Vacuum Extremity Splint (splint only), MED	HARTWELL MEDICAL LLC	EV 102	$ 99.90	1/EA
152	Bandaging/Splinting	Vacuum Splint, EVAC-U-SPLINT, Small Extremity	560101	Evac-U-Splint Vacuum Extremity Splint (splint only), SM	HARTWELL MEDICAL LLC	EV 101	$ 75.00	1/EA
153	Infection Control/Cleaning	BIOHAZARD BAG RED 7-10 GAL 23 X 23 1.2MIL 500/CS	290116	Biohazard Waste Bag, 1.2 mil, Red w/Black Print, 23inch x 23inch, 7-10gal	MEDEGEN MEDICAL PRODUCTS	F116	$ 0.09	1/EA
154	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (Spray bottle)	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 6.90	1/EA
155	Infection Control/Cleaning	Cleaning agent that will kill COVID 19 (wipes cannister)	1061-100	CaviWipes Surface Disinfectant Wipes, 6inch x 6 3/4inch	METREX RESEARCH CORPORATION	13-1100	$ 9.25	160/TB
156	Infection Control/Cleaning	Clorax Healthcare Hydrogen Peroxide Wipes Tub 95	1061-82403	Clorox Hydrogen Peroxide Disinfectant Wipes, 6.75inch x 9inch	ESSENDANT	CLO30824	$ 47.77	6/CS
157	Infection Control/Cleaning	Clorox Healthcare Hydrogen Peroxide Green Lable Disinfectant Cleaner Spray Bottle, 32oz	1061-82830	Clorox Hydrogen Peroxide Green Label Disinfectant Cleaner, 32 oz Spray Bottle	ESSENDANT	30828	$ 7.55	1/EA
158	Infection Control/Cleaning	CONT SHARPS SHAFT 6.37"X1.22" TRANSPORTABLE CLEAR or equivalent	64250	Curaplex Sharps Solo	CURAPLEX BY BOUND TREE	BT-64250	$ 1.79	1/EA
159	Infection Control/Cleaning	Curaplex Infection Control Kit, Latex Free, Incl Gloves, Gown, Mask w/Shield, Alcohol Wipe, BioBag or equivalent	670202-KIT	Curaplex PPE Kit- Basic+ Faceshield	CURAPLEX BY BOUND TREE	670202-KIT	$ 9.55	1/EA
160	Infection Control/Cleaning	GERMICIDAL SOLUTION 32 OZ BOTTLE 6/CS SANIZIDE 34810	R3127	SanIZide Plus Disinfectant/Deodorizer, Spray Bottle, 32oz	SAFETEC	34810	$ 8.15	1/EA

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Line ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
178	Infection Control/Cleaning	Microdot Bleach Wipes	CS600-12	*MFG B/O * WIPES BLEACH MICRODOT (160/TUB)	Cambridge Sensors USA, LLC	600-12	$ 10.22	160/TB
179	Infection Control/Cleaning	Multi-Purpose Collection Bag with Hook	1071-17367	Curaplex Multi-Purpose Collection Bag with Hook 12/PK 40PK/CS	CURAPLEX BY BOUND TREE	1071-17367	$ 8.75	12/PK
180	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Large Size	1513	N95 1500 Series Respirator Mask, Disposable, Molded Nose Bridge, LG	MOLDEX-METRIC, INC.	1513	$ 21.99	20/BX
181	Infection Control/Cleaning	Particulate Respirator, N95 Mask, Tecnol, Regular Size 35/bx 6bx/cs	8618	FLUIDSHIELD N95 Particulate Filter Respirator and Surgical Mask, w/Headband, Orange, Safety Seal Regular	O&M Halyard, Inc	46767	$ 0.74	1/EA
182	Infection Control/Cleaning	Particulate Respirator, N95 Mask, XL Size	1031-46827	FluidShield, N95 Respirator, Small Size, 35/BX, 6BX/CS	O&M Halyard, Inc	46827	$ 109.99	35/BX
183	Infection Control/Cleaning	Personal Wipes, FireWipes, for Soot Removal, 8 in x 12 in Textured, Disposable 12/bx	1063-20763	FireWipes, Personal Wipes, for Soot Removal, 8in x 12in, Textured, Disposable	Firewipes	FW0207CA	$ 10.10	12/BX
184	Infection Control/Cleaning	SAFETY GLASSES, V20 PURITY, CLEAR ANTI-FOG LENS KIMBERLY CLARK or equivalent	660274	Kimberly Clark V20 Safety Glasses, Clear Anti-Fog Lense	MED PLUS SERVICES USA	25654	$ 1.95	1/PR
185	Infection Control/Cleaning	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
186	Infection Control/Cleaning	SHARPS CONTAINER IN ROOM RED 5 QUART 12.5 IN X 5.5 IN X10.75 IN 20/CS	1860-08708	Curaplex Sharps Container, Mailbox/Rotating Lid, 10.5in x 3.5in x 10.5in, 5.4 Quart	CURAPLEX BY BOUND TREE	1860-08708	$ 3.37	1/EA
187	Infection Control/Cleaning	SHARPS CONTAINER OLD STYLE SQUARE RED 4.7 QUART 10 IN X 6 IN X 7.75 IN 12/CS	1860-08706	Curaplex Sharps Container, Flat, 10in L x 7in W x 6.75in H, 4 Quart	CURAPLEX BY BOUND TREE	1860-08706	$ 3.35	1/EA
188	Infection Control/Cleaning	SHARPS CONTAINER STACK RED WITH CLEAR LID 1 QUART 6.25 IN H X 4.25 IN D X 4.5 IN	1860-08702	Curaplex Sharps Container, Flip, 3.5in L x 3.5in W x 7in H, 1 Quart	CURAPLEX BY BOUND TREE	1860-08702	$ 1.15	1/EA
189	Infection Control/Cleaning	SLEEVE WHITE GAUNTLET, ELASTIC OPENINGS, 18 IN (arm coverings)	295502	*NON-RETURNABLE* SLEEVE COVERS YELLOW 18 IN 100PAIR/CS	SAFETY TODAY	002501-YPE	$ 1.47	1/PR
190	Infection Control/Cleaning	SPIT SOCK FACE COVER TO PREVENT PATIENT SPITTING	1033-15311	Spit Sock Hood, to Prevent Spitting	STEARNS WEAR	SPIT SOCK WHITE	$ 3.10	1/EA
191	IV Supplies and Needles	Curaplex Dart w/vial adapter kit	670212-KIT	Curaplex Dart w/ Vial Adaptor Kit (3CC Syringe)	CURAPLEX BY BOUND TREE	670212-KIT	$ 7.55	1/EA
192	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 16 ga x 1 1/4 IN 50/bX	353062	Protectiv Plus IV Catheters, 16ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306201	$ 1.54	1/EA
193	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 18 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353065	Protectiv Plus IV Catheters, 18ga x 1 1/4inch	SMITHS MEDICAL ASD, INC.	306501	$ 1.54	1/EA
194	IV Supplies and Needles	CATHETER INTRAVENOUS (IV) 20 GAUGE X 1.25 IN 50/BX PROTECTIV PLUS	353067	Protectiv Plus IV Catheters, 20ga x 1inch	SMITHS MEDICAL ASD, INC.	306701	$ 1.54	1/EA

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Line #	Category	Original Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
212	IV Supplies and Needles	Lancets, Unistik 3 Comfort Safety, 28 ga x 1.8 mm, Single Use, Purple	2764-70728	Curaplex® Safety Lancet, 28 Gauge, Orange	CURAPLEX BY BOUND TREE	SLL28G-2764-70728	$ 6.25	100/BX
213	IV Supplies and Needles	Lancets, Unistik 3 Normal Safety, 23 ga x 1.8 mm, Single Use, Yellow	675-AT1002	Unistik 3 Normal Safety Lancet, 1.8mm, 23ga, 100/Box	OWEN MUMFORD INC	AT 1002	$ 17.25	100/BX
214	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 18 ga x 1.5 inch, with shielding mechanism	1641-76618	BD Eclipse Safety Needles, 18ga x 1 1/2inch	BECTON DICKINSON	305766	$ 22.35	100/BX
215	IV Supplies and Needles	Needle Hypodermic, SafetyGlide, 21 ga x 1 inch, with shielding mechanism	62305916	Safety Glide Hypodermic Needle, 25ga x 1inch	Becton Dickinson	305916	$ 0.40	1/EA
216	IV Supplies and Needles	Syringe and Needle, 10cc, 21 ga x 1 1/2 inch	11297	Syringe with Needle, Luer-lock Tip, 3cc, 21ga x 1-1/2in, Deep Green Hub	EXEL INTERNATIONAL, INC.	26107	$ 0.09	1/EA
217	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 25 ga x 5/8 inch	11278	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 25ga x 5/8in	EXEL INTERNATIONAL, INC.	26044	$ 0.10	1/EA
218	IV Supplies and Needles	Syringe and Needle, EXEL, 1cc Tuberculin, 26 ga x 1/2 inch	30-26040BX	Tuberculin Syringe w/ Needle, Luer-Slip, 1cc, 27ga x 1/2in	EXEL INTERNATIONAL, INC.	26040	$ 10.40	100/BX
219	IV Supplies and Needles	Syringe and Safety Needle, BD 3cc LL w/Eclipse 21 ga x 1 in Detachable Needle	625779	Syringe, Detachable Eclipse Needle, 21ga x 1inch, 3cc	BECTON DICKINSON	305779	$ 0.26	1/EA
220	IV Supplies and Needles	Syringe and Safety Needle, BD 5cc LL w/Eclipse 22 ga x 1 in Detachable Needle	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	$ 15.90	50/BX
221	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 30CC	1633-30430	Syringe Only, Luer Lock, 30cc	B. BRAUN MEDICAL, INC	4617304F-02	$ 0.44	1/EA
222	IV Supplies and Needles	SYRINGE ONLY LUER LOCK 60CC	620300	Syringe (Only), Luer Lock w/cap, 50-60cc	EXEL INTERNATIONAL, INC.	26300	$ 16.12	25/BX
223	IV Supplies and Needles	Syringe, Luer Lock, 30-35cc,	1633-29030	Syringe, Luer Lock w/Cap, 30-35cc	EXEL INTERNATIONAL, INC.	26290	$ 0.42	1/EA
224	IV Supplies and Needles	Tourniquet (non latex) individual rolled	1841-14000	Curaplex Tourniquet, Latex Free 1in x 18in, Rolled, Blue	CURAPLEX BY BOUND TREE	1841-14000	$ 19.98	250/BG
225	IV Supplies and Needles	VIAL ACCESS CANNULA 100/BX 10BX/CS INTERLINK	353367	Interlink Vial Access Cannula, 15ga	BECTON DICKINSON	303367	$ 0.35	1/EA
226	LP-15 and Lucas Supplies	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	2743-02011	4 WIRE LIMB LEAD WITH 12 LEAD CAPABILITY ECG 8 FT TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000020	$ 345.70	1/EA
227	LP-15 and Lucas Supplies	6-WIRE PRECORDIAL LEADS FOR A 12-LEAD ECG CABLE FOR LIFEPAK 15	2743-02211	6-Wire Precordial Leads for a 12-Lead ECG Cable	STRYKER	11111-000022	$ 131.25	1/EA
228	LP-15 and Lucas Supplies	ECG Chart Paper, Thermal,108mm,Red Grid, for Physio-Control LP15 or equivalent	2745-10108	Curaplex® ECG Chart Paper, Thermal, 108mm, red grid, for Physio-Control LP11, LP12, LP15	CURAPLEX BY BOUND TREE	LP12	$ 1.40	1/RL

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
246	LP-15 and Lucas Supplies	LUCAS	4510-04676	Lucas 2 Suction Cups, Disposable, 3/pack	STRYKER	11576-000046	$ 125.90	3/PK
247	LP-15 and Lucas Supplies	Masimo SET Rainbow Compatible Cable, 4 ft	2743-02406	Masimo Rainbow RC-4 Compatible Cable for SpO2, 4 ft	MASIMO	2406	$ 94.35	1/EA
248	LP-15 and Lucas Supplies	Masimo Rainbow DCI Adult Reusable SpO2, SpCO, SpMet Sensor, 3ft, for use with RC Patient Cable	2712-04971	Masimo SET Rainbow Sensor, 3 ft, Reusable, Adult	STRYKER	11171-000049	$ 557.75	1/EA
249	LP-15 and Lucas Supplies	Masimo Rainbow, DCIP Pediatric Reusable SpO2, SpCO, SpMet Sensor, 3ft for use with RC Patient Cable	2743-02069	Sensor, Rainbow Direct Connect, Pediatric, 3 Foot DCIP, SpO2, SpCO, SpMet (methemoglobin).	MASIMO	2069	$ 779.00	1/EA
250	LP-15 and Lucas Supplies	Mobil Battery Charger (Physio) Includes AC and DC power cords	2750-57711	Mobile Battery Charger, for the LifePak 15 LP15	STRYKER	11577-000011	$ 1,889.47	1/EA
251	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Adult/Child or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
252	LP-15 and Lucas Supplies	Multi-Function Defib Pads, Physio-Control Pediatric/Infant or equivalent	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	$ 15.55	1/PR
253	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Adult	2615-63501	UltraCheck BP Cuff, Adult Single Tube, Reusable, 26-35cm, HP Fitting	SPACELABS HEALTHCARE	US2635HP-05	$ 13.28	1/EA
254	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Child	2615-32003	UltraCheck BP Cuff, Child Single Tube, Reusable, 13-20cm, HP Fitting	SPACELABS HEALTHCARE	US1320HP-05	$ 8.95	1/EA
255	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Infant	2615-81409	UltraCheck BP Cuff, Infant Single Tube, Reusable, 8-14cm, HP Fitting	SPACELABS HEALTHCARE	US0814HP-05	$ 7.95	1/EA
256	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Large Adult	2615-24212	UltraCheck BP Cuff, LG Adult Single Tube, Reusable, 32-42cm, HP Fitting	SPACELABS HEALTHCARE	US3242HP-05	$ 14.95	1/EA
257	LP-15 and Lucas Supplies	NIBP Cuff-Reusable, Small Adult	2615-82619	UltraCheck BP Cuff, SM Adult Single Tube, Reusable, 18-26cm, HP Fitting	SPACELABS HEALTHCARE	US1826HP-05	$ 10.35	1/EA
258	LP-15 and Lucas Supplies	NIBP Tubing Coiled (Physio)	2613-28148	NIBP Hose, Bayonet Design, Coiled, 9 ft	STRYKER	21300-008148	$ 82.25	1/EA
259	LP-15 and Lucas Supplies	REDI-Charge Base	2746-11541	REDI-CHARGE Battery Charger Base	STRYKER	11141-000115	$ 1,389.90	1/EA
260	LP-15 and Lucas Supplies	SENSOR, MASIMO LNCS ADTX, ADULT 18 IN ADHESIVE DISPOSABLE SPO2, GREATER THAN 30KG	2712-04126	Masimo SET LNCS Adtx Adhesive Sensor, Disposable, Adult, Greater than 30kg	MASIMO	1859	$ 12.92	1/EA
261	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS Adult, Adhesive, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-03911	Masimo SET M-LNCS Adhesive Sensor, 18 inch, Adult	STRYKER	11171-000039	$ 13.90	1/EA
262	LP-15 and Lucas Supplies	Sensors, Masimo SET M-LNCS, Infant, Adh, Disp, for use w/RC (Rainbow or SpO2 only) Pt Cable	2712-41171	Masimo SET M-LNCS SpO2 Sensor, Adhesive, Disposable, Infant	STRYKER	11171-000041	$ 18.18	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line #	Level 2 Classification Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
283	Medications	CALCIUM CHLORIDE 1GM 10ML LUERJET	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 110.15	10/BX
284	Medications	Calcium Chloride 1gm, 10ml Luer Jet 10108	373304	Calcium Chloride, 1gm, 10ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933041	$ 111.42	10/BX
285	Medications	Certa Dose Epinephrine Convience Kit	0001-05	Certa Dose Epinephrine Convenience kit (1ml vial, 2 syringes) 1/EA 5EA/CT	CERTA DOSE - SPECIALTY PHARM SVC	CD-EPI-005	$ 96.75	1/EA
286	Medications	DEXTROSE 50% 25GM, 50ML ANSYR SYRINGE 1013C	377515	Dextrose, 50%, 50ml Ansyr Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409751716	$ 108.70	10/BX
287	Medications	DEXTROSE 50% 25GM, 50ML LUER JET 10138	373301	Dextrose, 50%, 25gm, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933011	$ 152.70	10/PK
288	Medications	Dextrose D10 250cc	7520-20	Dextrose, 10%, 250ml bag	B. BRAUN MEDICAL, INC	L5202	$ 2.72	1/EA
289	Medications	Diltiazem, 25mg, 5ml Vial *Refrigerate*	6013-10	Diltiazem Hydrochloride Injection, 25mg/5ml (5mg ml) Vial (Refrigeration Required)	Hikma Pharmaceuticals USA Inc	0641601310	$ 35.15	10/BX
290	Medications	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL	1000200	Diphenhydramine 50mg/ml 1ml sdv 2035-Benadryl	HF Acquisition CO, LL (HealthFirst)	1000200	$ 4.35	1/EA
291	Medications	Epinephrine 1:10000 1MG 10ML LIFESHIELD SYRINGE 1019A	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
292	Medications	Epinephrine 1:10000, 1mg , 10ml	374921	Epinephrine, 1:10,000, 1mg, 10ml, LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409492134	$ 61.15	10/BX
293	Medications	Epinephrine 1:10000, 1mg, 10ml Luer Jet 10198	373316	Epinephrine, 1:10,000, 1mg, 10ml, Luer Jet Prefilled Syringe	IMS LIMITED	7632933161	$ 95.75	10/PK
294	Medications	Epinephrine1:1000	0159-25EA	Adrenalin (Epinephrine) 1mg, 1ml Vial (1:1000)	CARDINAL HEALTH RX	995914	$ 465.75	25/PK
295	Medications	Fentanyl 100mg/1ml vial	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC. (HOSPIRA)	0409909422	$ 32.80	25/BX
296	Medications	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	0593-03	Glucagon Kit 1mg contains 1 vial of 1mg Glucagon and 1 vial of 1ml Sterile Water. Glucagon is in powder form in a 1mg vial along with 1ml of sterile water for reconstitution	OTHER MANUFACTURER	63323-0593-03	$ 147.50	1/EA
297	Medications	Glugagon, 1mg Lily Red Kit	000002145001	Glucagon, 1mg, 1ml Vial, Emergency Kit, Red, 1 Vial Powder, 1 Prefilled Syringe of Diluent	CARDINAL HEALTH-PHARMA	2858090	$ 349.50	1/EA
298	Medications	Glucose Gel, 15 gm, Strawberry Flavor 3/pk (Transcend)	662248	Transcend Glucose Gel, Strawberry Flavor, 3/pk	LIFE NUTRITION LLC	6379	$ 3.55	3/PK
299	Medications	Glucose Gel, 15gm, Orange Flavor 3/pk (Transcend)	LN7637	Glucose Transcend, 15gm Gel, Orange	LIFE NUTRITION LLC	7637	$ 3.55	3/PK
300	Medications	HALOPERIDOL 5MG 1ML VIAL	373474	Haloperidol, 5mg, 1ml Vial	OTHER MANUFACTURER	437401 (25/PK)	$ 187.70	25/PK
301	Medications	Heparin 5000u/1ml vial	AB2723-01C	HEPARIN SODIUM 5,000U/1ML VIAL (25/BOX)	PFIZER INC. (HOSPIRA)	0409-2723-01	$ 34.90	25/BX
302	Medications	Heparin pre-mixed 250 or 500cc bag	7620-03	Heparin in 0.9% Saline for Injection, 1,000 USP Units, 500ml Bag	PFIZER INC. (HOSPIRA)	0409762003	$ 74.75	18/CS
303	Medications	IPRATROPIUM BROMIDE 0.02%, 0.5MG/2.5ML INDIVIDUALLY WRAPPED	379801	Ipratropium Bromide, 0.02%, 2.5ml, Individually Wrapped, 30/Box	NEPHRON PHARMACEUTICALS CORP	9801-01	$ 5.90	30/BX
304	Medications	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile	600-10	Prefilled IV Flush Syringe, Sterile, 10ml Normal Saline, 12ml Syringe	AQUABILITI	2T0806	$ 0.33	1/EA
305	Medications	IV Solution, Dextrose 10% 250ml Bag 36ea/cs Baxter	1921-16217	Dextrose, 10%, 250ml Bag	BAXTER HEALTHCARE-DMG	2B0162Q	$ 5.52	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line ID	City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
330	Medications	SODIUM BICARBONATE 8.4%	376625	Sodium Bicarbonate, 8.4%, 50ml Vial	PFIZER INC. (HOSPIRA)	0409662502	$ 280.00	25/BX
331	Medications	Sodium Bicarbonate 8.4% 50ml Luer Jet 103SB	371035	Sodium Bicarbonate, 8.4%, 50ml Luer Jet Prefilled Syringe	IMS LIMITED	7632933521	$ 147.12	10/PK
332	Medications	SODIUM BICARBONATE 8.4% LIFESHIELD SYRINGE 103SA	376637	Sodium Bicarbonate, 8.4 %, 50ml LifeShield Prefilled Syringe	PFIZER INC. (HOSPIRA)	0409663734	$ 115.90	10/BX
333	Medications	Solu-Medrol, 125mg, 2ml ACT-O-VIAL or equivelant	0409-0047-22	SOLU-MEDROL? Act-O-Vial System, 125 Mg, 2ml	PFIZER INC. (HOSPIRA)	0009-0047-22	$ 242.35	25/BX
334	Medications	Terbutaline 1mg, 1ml Vial	9746-10EA	Terbutaline, 1mg, 1ml Vial 10ea/Box	Hikma Pharmaceuticals USA Inc	0143974610	$ 47.55	10/BX
335	Medications	Tranexamic Acid 100mg/ml, 10ml vial	0166-41	Tranexamic Acid 100mg/ml, 10ml vial	CARDINAL HEALTH-PHARMA	5099510	$ 117.50	10/BX
336	Medications	Vecuronium 10mg/10ml vial	0931-44	Vecuronium, 10mg, 10ml Vial, Powder	CARDINAL HEALTH-PHARMA	5058045	$ 91.15	10/BX
337	SUCTION	Curaplex Yankauer Suction Kit, Bulb Tip and Tubing w/Control Vent, 1/4 in ID x 6 ft Tubing or equivalent	S33-MS-YK20EA	Yankauer Suction Handle with Bulb Tip and Control Vent, 6ft Tube	CURAPLEX BY BOUND TREE	BT-YK20	$ 1.04	1/EA
338	SUCTION	Curaplex Disposable Suction Canister, 1200cc or equivalent	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
339	SUCTION	Laerdal Medical Coaxial Vacuum Connector 33cm 12/PK	2743-80422	Coaxial Vacuum Connector 33cm 12/PK	LAERDAL MEDICAL CORP.	780422	$ 11.65	12/PK
340	SUCTION	LSU SUCTION UNIT LF W/ DISPOSABLE CANISTER AND TUBING LAERDAL	L780020	Suction Unit w/Bemis Canister, Cords, Tubing, Battery	LAERDAL MEDICAL CORP.	78002001	$ 887.85	1/EA
341	SUCTION	Medi-Vac Guardian Disposable Hard Suction Canister 1200ml	2212-11200	Curaplex Disposable Hydrophobic Suction Canister, 1200cc	CURAPLEX BY BOUND TREE	484410	$ 2.48	1/EA
342	SUCTION	Suction Catheter, 6 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36090	Curaplex Suction Catheter, 6F	CURAPLEX BY BOUND TREE	36090	$ 0.12	1/EA
343	SUCTION	Suction Catheter, 8 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36091	Curaplex Suction Catheter, 8F	CURAPLEX BY BOUND TREE	36091	$ 0.12	1/EA
344	SUCTION	Suction Catheter, 10 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36092	Curaplex Suction Catheter, 10F	CURAPLEX BY BOUND TREE	36092	$ 0.12	1/EA
345	SUCTION	Suction catheter, 12 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36093	Curaplex Suction Catheter, 12F	CURAPLEX BY BOUND TREE	36093	$ 0.12	1/EA
346	SUCTION	Suction Catheter, 14 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36094	Curaplex Suction Catheter, 14F	CURAPLEX BY BOUND TREE	36094	$ 0.12	1/EA
347	SUCTION	Suction catheter, 16 Fr, coiled, w/ whistle tip and thumb control port, sterile, disp, LF	36095	Curaplex Suction Catheter, 16F	CURAPLEX BY BOUND TREE	36095	$ 0.12	1/EA
348	SUCTION	Suction catheter, 18 Fr, coiled, w/whistle tip and thumb control port, sterile, disp, LF	36096	Curaplex Suction Catheter, 18F	CURAPLEX BY BOUND TREE	36096	$ 0.12	1/EA
349	STRETCHER SUPPLIES	Curaplex Blanket, Fleece 60x90 blue	17100MS	Curaplex Blanket, Fleece, 60inch x 90inch, Navy Blue	CURAPLEX BY BOUND TREE	17100MS	$ 3.50	1/EA
350	STRETCHER SUPPLIES	Curaplex Blanket, Polyester 40x80 gray	3271-63802	Curaplex Blanket, 100% Polyester, 40in x 80in, Gray	CURAPLEX BY BOUND TREE	3271-63802	$ 30.99	10/CS
351	STRETCHER SUPPLIES	Curaplex Patient Transporter 1200lb or greater capacity or equivalent	3246-12345	Curaplex Patient Transporter, 1800lb Capacity	CURAPLEX BY BOUND TREE	3246-12345	$ 15.25	1/EA
352	STRETCHER SUPPLIES	Curaplex XPS Fitted Stretcher Sheet, 36 x 90, Fluid Resist 30/cs or equivalent	3271-62602	Curaplex Stretcher Sheet, Fitted	CURAPLEX BY BOUND TREE	3271-62602	$ 45.50	30/CS
353	STRETCHER SUPPLIES	Pillow, disposable, 18 x 24, 12 oz., polyester fill, non-allergenic, 12ea/cs	206-089-7015EA	Pillow, Disposable, Polyester Fill, 18inch x 24inch, 16oz	CARE ONE INC.	089-7015	$ 2.40	1/EA
354	STRETCHER SUPPLIES	Restraint Strap, Black, 2 pc, 5 ft, Nylon, Metal Push Button Buckle, Loop Ends	5060228K	Straps, Nylon, Metal Push Button Buckle, 2 Piece w/Loop Ends, Black, 5 feet	DMS	111528K	$ 8.39	1/EA

Item List for City of Midlothian
EMS Medical Supplies
Bid No.: 2020-28

Line #		City of Midlothian Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
383	Various	Lumify L12-4 System	5000-68821	Lumify L12-4 System	PHILIPS MEDICAL SYSTEMS HSG	FUS6882	$ 5,119.00	1/EA
384	Various	Lumify S4-1 Bundle	5000-68840	Lumify S4-1 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6884	$ 5,119.00	1/EA
385	Various	Lumify C5-2 Bundle.	5000-68811	Lumify C5-2 Bundle	PHILIPS MEDICAL SYSTEMS HSG	FUS6881	$ 5,119.00	1/EA
386	Various	MANIKIN FACE SHIELD 36/RL 6RL/CS	L151200	Manikin Face Shields, 36/roll	LAERDAL MEDICAL CORP.	15120103	$ 10.96	36/RL
387	Various	OB Kit, poly bagged with scalpel	444001	Curaplex OB Kit Poly Bagged With Scalpel	CURAPLEX BY BOUND TREE	444001	$ 11.45	1/EA
388	Various	Palm Aneroid Replacement Gauge for 703, 705, 731, 732, 740 and 788 Series, Next Generation	540104	Diagnostix 804N Palm Style BP Replacement Gauge Only	AMERICAN DIAGNOSTIC CORP.	804N	$ 35.00	1/EA
389	Various	Probe Covers for SureTemp Thermometers 690, Disposable	2733-53175	Probe Covers for SureTemp Thermometers, Disposable	WELCH ALLYN, INC..	05031-750	$ 10.40	250/BX
390	Various	Quick Connect Coupler, Oxygen, Ohmeda x DISS Hex Nut	2320-14180	Hose, Compact Ohmeda Coupler 6" conductive DISS Female Hex Nut	PRECISION MEDICAL	HA-U1C4-00180	$ 51.25	1/EA
391	Various	Ring Cutter	61511	Curaplex Ring Cutter	CURAPLEX BY BOUND TREE	47-373	$ 4.25	1/EA
392	Various	Ring Cutter, Replacement blades Magnum Medical Ring Cutter	61512	Curaplex Ring Cutter Replacement Blades	CURAPLEX BY BOUND TREE	B16	$ 1.60	1/EA
393	Various	SCALPEL DISPOSABLE STERILE 11 10EA/BX 4111	400012	Medicut Scalpel, Sterile, Disposable, Size 11	DYNAREX CORPORATION	4111	$ 0.45	1/EA
394	Various	Single-Use Transport Bubble Bag, 4 in x 5.5 in, 100/pk	1880-61810	Single-Use Transport Bubble Bag, 4inch x 5 1/2inch	HEALTH CARE LOGISTICS	7618-10	$ 21.70	100/PK
395	Various	Sterile Water for Irrigation, 250ml Plastic Pour Bottle	607112	Sterile Water Irrigation Solution, 250ml Pour Bottle	BAXTER HEALTHCARE DMG	2F7112	$ 2.77	1/EA
396	Various	Sterile Water for Irrigation, 500ml Plastic Pour Bottle	355001	Sterile Water For Irrigation, 500ml Plastic Irrigation Container	B. BRAUN MEDICAL, INC	RS001-01	$ 1.84	1/EA
397	Various	Stethoscope (Adscope-Lite 619 30 in length Red)	2621-61922	Adscope-Lite 619, Stethoscope, Black	AMERICAN DIAGNOSTIC CORP.	6198K	$ 19.55	1/EA
398	Various	Stethoscope (disposable single head)	2621-01115	Stethoscope, Disposable, Yellow, Single Head, 32 in Overall Length 10/BX 10BX/CS	DUKAL CORP.	1115	$ 10.70	10/BX
399	Various	Stop The Bleed Sticker Kit (10 Stickers/Kit)	670156-KIT	Stop the Bleed Sticker Kit	CURAPLEX BY BOUND TREE	670156-KIT	$ 25.65	10/EA

Bound Tree
Your Partner in EMS

5000 Tuttle Crossing Blvd. Dublin, OH 43016 614.760.5000 www.boundtree.com

11/18/2020

City of Midlothian

RE: Price Increase Policy

To Whom It May Concern:

As you are well aware, the COVID-19 pandemic has had a considerable impact on the global supply chain of emergency medical products, leading to limited access of personal protective equipment ("PPE") and other crucial supplies for the EMS market. While the supply chain looks to be improving in some areas, Bound Tree is still experiencing extended lead times and product shortages on PPE and other critical supplies. Additionally, there have been significant shipping costs imposed by manufacturers. Despite the current market dynamics, Bound Tree has been working daily with our supplier partners to secure additional inventory at reasonable costs.

Even with our proactive efforts to source inventory, many our key supplier partners have increased prices and others have signaled additional price updates will be coming, some of which may be significant. In the event such a price increase occurs after the bid award, Bound Tree will notify you of such increase and will make all efforts to provide adequate documentation from the supplier as evidence of the price modifications. The new contract pricing will then go into effect based on the notification period provided in the contract. If the price increase is not accepted, Bound Tree reserves the right to remove the product(s) from the contract or provide an alternative product, which may come at a different price.

Sincerely,

Brian LaDuke, President, Emergency Preparedness

Partners in EMS



In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



Advanced Online Tools

From free online continuing education courses at www.BoundTreeUniversity.com to elaborate online ordering tools at www.boundtree.com, we are focused on the most cutting edge technology that will streamline your day-to-day operations.



24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



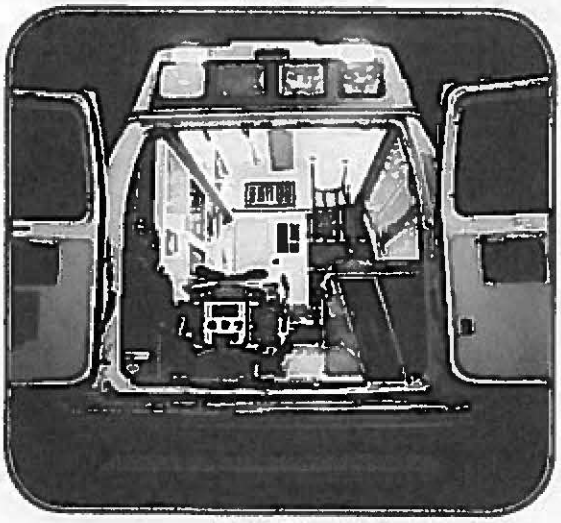
Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at www.boundtreegrants.com.



Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.

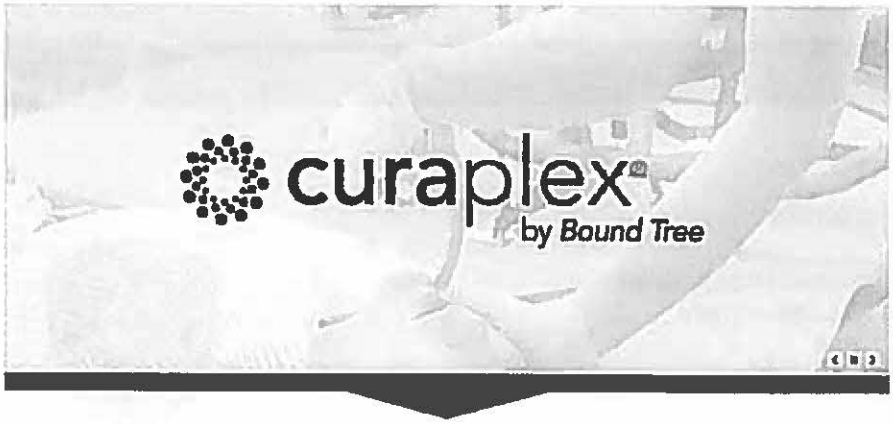


Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.

Bound Tree

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view online »

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Instruments/ Personal Items »



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Immobilization »



Monitoring/ Defibrillation »



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Bound Tree
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5000 Tuttle Crossing Blvd. Dublin, OH 43016 614.760.5000 www.boundtree.com

Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Bound Tree
Your Partner In EMS
5000 Tuttle Crossing Blvd Dublin, OH 43016 614 760 5000 www.boundtree.com

Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. Items that are special order items.

2. Items that are buy-to-order (BTO) items.

3. Items that have been marked or engraved.

4. Items returned with broken packaging or not in original packaging.

5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.

6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.

2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.

3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.

4. Please write the RMA number clearly on the package label.

5. Enclose a copy of the original invoice or packing list in the box.

6. Send the package freight prepaid.

Online Ordering Capabilities

a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.

b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.

c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
   - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
   - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
   - The purchase summary report can be sorted in ascending order by total sales per item.
   - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
   - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
   - Reports can be self-exported in spreadsheet format.

d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.

e. A "sold by" column is available on product detail pages to clearly describe available units of measure.

f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include "order submitters" and "order approvers". Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.

g. Unit and total price for each order are displayed in the shopping cart checkout process.

h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.

i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.

j. The purchase requisition process provides date and time stamps for all purchase requisition activities.

k. Invoice history is posted on BoundTree.com for user access.

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shawn White, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Jessica Pichardo
Date:	February 11, 2025
Re:	Vehicle Repairs & Maintenance 2025

Action Requested:
Consider and act to authorize vehicle repairs and maintenance through an Interlocal Contract from Siddons-Martin Emergency Group in an amount not to exceed $80,000.00 (White)

Background Information:
The Fire Department requests authorization to utilize an interlocal agreement with Siddons-Martin for repairs to vehicles used during emergency medical calls throughout the City through an Interlocal Agreement with the BuyBoard, Contract # 748-24.

The City maintains an executed Interlocal Agreement with the above government entity. 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 bid process.

Legal Review:
N/A

Supporting Documents:
1. Signed Contract Extension Ltr 2025
2. Vehicle Repairs PPT

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 use of the contract as presented.

Midlothian
TEXAS

CONTRACT RENEWAL REQUEST

October 09, 2024

Brian LaDuke/Greg Wolf
Bound Tree Medical LLC
5000 Tuttle Crossing Blvd
Dublin OH 43016
Greg.wolf@boundtree.com

SUBJ: CONTRACT RENEWAL FOR BID NUMBER 2020-28

Dear: Mr. LaDuke/Mr. Wolf:

The subject contract is due to expire on January 1, 2025. The City of Midlothian would like to extend contract for another year. Terms and conditions shall remain the same as for the previous contract period.

Please signify your intention by signing either box at the bottom of this letter. You may email your response to the address listed below.

The City of Midlothian looks forward to continuing our business relationship. If you have questions, please call me at 972-775-7106.

Sincerely,
Nery Pena
City of Midlothian
Purchasing Agent

Contract end date: December 31, 2024 **Renewal Date:** January 1, 2025

Renewals remaining: None **F.O.B.:** Municipal Location, Midlothian, TX (Net 30)

RENEWAL INTENTION		
We choose to **RENEW**	Rob Meriweather Name	11/19/2024 Date
We choose to **NOT RENEW**	Name	Date

FD- Vehicle Repairs & Maintenance 2025

Fire Department
February 11, 2025



VEHICLE REPAIRS & MAINTENANCE 2025

- The Fire Department requests authorization to utilize Siddons Martin for repairs to vehicles used during emergency medical calls throughout the City through, BuyBoard, Contract # 748-24.
- 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.
- These repairs and maintenance cover all aspects of the fire department emergency response performed by Celina Fire Engines.
- Siddons Martin is the authorized repair facility for all Pierce Fire Engines, which performs prescribed maintenance and handles any unexpected repairs.

QUESTIONS?

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shawn White, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	JUSTIN BEAMIS
Date:	February 11, 2025
Re:	FD Uniforms

Action Requested:
Consider and act to purchase uniforms for the Fire Department from Galls, LLC through a cooperative contract with TXShare for an amount not to exceed $100,000.00. (White)

Background Information:
Staff requests authorization to procure Fire Department required emergency response uniforms through an Interlocal Agreement with TXShare, Contract # 2021-073. These are daily wear uniforms such as belts, boots, pants and tops.

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. Uniform Purchase Contract
2. Staff Presentation

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 of uniforms as presented.

Docusign Envelope ID: 664F6396-1511-4008-9E16-F39018C76EEA

AMENDMENT #4
to
Agreement # 2021-073 First Responder Uniforms, Accessories and Services

This AMENDMENT ("Amendment") to the Services Agreement #2021-073 ("Original Contract") is made and entered into effective the date of last signature below by and between the NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS, a Texas political subdivision and non-profit corporation, hereinafter referred to as "NCTCOG", and

Galls, LLC.
1340 Russell Cave Road
Lexington, KY 40505
Attn: Penman, Justin
(859) 963-7943
Penman-Justin@galls.com

hereinafter referred to as "Service Provider", (collectively, "the Parties").

WHEREAS, the Parties entered into the Original Contract on **November 3,2021**; and

WHEREAS, Section 9.15 if MSA of the Original Contract allows for amendments; and

WHEREAS, the Parties agree to amend the Original Contract in accordance with the terms of theOriginal Contract, as well as the terms provided herein.

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, NCTCOG andthe Service Provider mutually covenant and agree to:

- **Extend the Original Contract through November 1, 2026.**
- **Amend the Original Contract to include the language on Attachment I incorporated Herein**

This Amendment binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, is the entire agreement between the Parties.

All other terms of the Original Contract remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereby execute this Amendment.

Galls, LLC.

10/01/2024
Signature Date

Mike Fadden
Printed Name

CEO
Title

North Central Texas Council of Governments

Signed by:
Mike Eastland 10/1/2024
A4F72C1BEE0F426...
Signature Date

R. Michael Eastland
Executive Director

Docusign Envelope ID: 664F6396-1511-4008-9E16-F39018C76EEA

NCTCOG FEDERAL AND STATE OF TEXAS REQUIRED PROCUREMENT PROVISIONS

The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.

REQUIRED 2 CFR 200 CLAUSES
Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
(Contractor)

1. Equal Employment Opportunity. PROVIDER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. PROVIDER shall take affirmative actions to ensure that applicants are employed, and that employees are treated, during their employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

2. Davis-Bacon Act. PROVIDER agrees to comply with all applicable provisions of 40 USC § 3141 – 3148.

3. Contract Work Hours and Safety Standards. PROVIDER agrees to comply with all applicable provisions of 40 USC § 3701 – 3708 to the extent this agreement indicates any employment of mechanics or laborers.

4. Rights to Invention Made Under Contract or Agreement. PROVIDER agrees to comply with all applicable provisions of 37 CFR Part 401.

5. Clean Air Act, Federal Water Pollution Control Act, and Energy Policy Conservation Act. PROVIDER agrees to comply with all applicable provisions of the Clean Air Act under 42 USC § 7401 – 7671, the Energy Federal Water Pollution Control Act 33 USC § 1251 – 1387, and the Energy Policy Conservation Act under 42 USC § 6201.

6. Debarment/Suspension. PROVIDER is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. PROVIDER and its subcontractors shall comply with the special provision "Certification Requirements for Recipients of Grants and Cooperative Agreements Regarding Debarments and Suspensions".

7. Restrictions on Lobbying. PROVIDER of these funds is prohibited from using monies for lobbying purposes; PROVIDER shall comply with the special provision "Restrictions on Lobbying". PROVIDER shall include a statement of compliance with the Lobbying Certification and Disclosure of Lobbying Activities in applicable procurement solicitations. Lobbying Certification and Disclosure of Lobbying Activities shall be completed by subcontractors and included in subcontractor contracts, as applicable.

8. Procurement of Recovered Materials. PROVIDER agrees to comply with all applicable provisions of 2 CFR §200.322.

9. Anti-Israeli Boycott. By accepting this work order, PROVIDER hereby certifies the following:

1. PROVIDER's Company does not boycott Israel; and
2. PROVIDER's Company will not boycott Israel during the term of the contract.

The following definitions apply to this statute:

(1) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli- controlled territory, but does not include an action made for ordinary business purposes; and

(2) "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit.

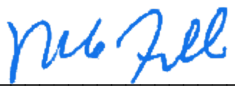
10. Domestic Preference for Procurements

As appropriate and to the extent consistent with law, the PROVIDER should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Consistent with §200.322, the following items shall be defined as: "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

11. Trafficking in Persons

Proposer agrees to comply with all applicable provisions of 2 CFR §175.15. NCTCOG, the Contractor, and its subcontractors are prohibited from (i) engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (ii) procure a commercial sex act during the period of time that the award is in effect; (iii) used force labor in the performance of the award or subawards under the award. The Federal award agency may unilaterally terminate the award, without penalty, if the Contractor
(i) is determined to have violated an applicable prohibition; (ii) has an employee who is determined by the agency officially authorized to terminate the award to have violated an applicable prohibition of this award term. NCTCOG must notify the Federal award agency immediately if any information received from the Contractor indicates a violation of the applicable prohibitions.

☒ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.



Signature of Authorized Person

Mike Fadden

Name of Authorized Person

Galls, LLC — Name of Company

10/01/2024 — Date

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR 200 as stipulated above and required by the NCTCOG.

Signature of Authorized Person

Name of Authorized Person

Name of Company

Date

FD Uniforms

Fire Department
February 11, 2025



UNIFORMS

- Staff requests authorization to purchase Fire Department uniforms through a cooperative contract with Galls.
- 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.
- These uniforms cover all of the fire department personnel to include administrative staff as well as operations-based firefighters
- These uniforms will provide fire retardant (Nomex) clothing that will enhance the safety of each firefighter when they are required to enter dangerous fire-related emergencies.

QUESTIONS?

Life Connected.

Fire
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shawn White, Fire Chief
CC:	Robert Ranc, City Manager
Intiated by:	Jessica Pichardo
Date:	February 11, 2025
Re:	Vehicle Purchase - Tahoe - Fire Marshal

Action Requested:
Consider and act to authorize the purchase of a 2025 Chevrolet Tahoe and outfitting for the Fire Department from various vendors on cooperative agency contracts in an amount not to exceed $70,396.96. (White)

Background Information:
The Fire Department will be purchasing this Tahoe for the new Fire Marshal position. The vehicle will be used by the Fire Marshal during daily activities and responding to emergency scenes. This vehicle will be housed at the Fire Administration Office. The delivery will be approx. 8-12 weeks.

Description	Vendor	Contract	Contract #	Amount
Tahoe	Classic Chevrolet	City of Denton	8455	$ 61,811.60
Outfitting	Haloz36	City of Frisco	2401-062	$ 8,585.36
			Total	$ 70,396.96

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

Legal Review:
N/A

Supporting Documents:
1. Quote - Classic Chevrolet
2. Quote - Outfitting Haloz36
3. Staff Presentation

Financial Consideration:
Funding is available in 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

CLASSIC FLEET · COMMERCIAL

www.classicfleet.com
2501-D William D. Tate
Grapevine, TX 76051

INVOICE

Metro (817) 410-1560
(800) 371-1560

AT THIS DEALERSHIP:

- The customer may obtain their own financing.
- The finance charge may be negotiable.
- The dealership may assign the retail installment contract.
- A person may aquire a retail installment contract or an outstanding balance under a contract from another person on the terms, including the price, to which they agree.

Notwithstanding any other applicable law of this state, no person acquiring or assigning a retail installment contract, or any balance under a contract, has any duty to disclose to any other person the terms on which a contract or balance under a contract is acquired, including any discount or difference between the rates, charges, or balance under the contract and the rates, charges, or balance acquired.

Date	01/27/25
Buyer	CITY OF CELINA
Address	
City & State	CELINA
Zip	75009
Home Phone	
Email Address	

NEW [X] PEP [ ] DEMO [ ] DRIVERS ED [ ] USED [ ]

Year & Make	2025 TAHOE
Serial No.	TBD
License	Tab
Mileage	Color WHITE

DESCRIPTION OF TRADE-IN

Year & Make	
Serial No.	
License	Tab
Mileage	ACV

PAYOFF INFORMATION

Where Financed	
Amount of Payoff	Good Till
Acct. #	
Address	
Phone	CSZ

A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS AND PERFORMING SERVICES RELATED TO THE CLOSING OF A SALE. A DOCUMENTARY FEE MAY NOT EXCEED $50 FOR A MOTOR VEHICLE CONTRACT OR A REASONABLE AMOUNT AGREED TO BY THE PARTIES FOR A HEAVY COMMERCIAL VEHICLE CONTRACT. THIS NOTICE IS REQUIRED BY LAW."

DISCLAIMER OF WARRANTIES

Any warranties on the products sold hereby are those made byt the manufacturer. The seller hereby expressly disclaims all warranties, either express or impied, including any implied warranty of merchantability or fitness for a particular purpose, and the Seller neither assumes or authorizes any other person to assume for it any liability in connection with sale of said product.

The information you see on the window form for this vehicle is a part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

The Dealer's Invventory Tax charge is intended to reimburse the dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the dealer to the consumer.

ARBITRATION OF DISPUTES

In the event that a dispute arrises between Customer and the Company concerning this Agreement of the vehicle referenced herin, the parties hereby expressly agree that such dispute shall be resolved through arbitration rather than litigation, and the parties acknowledge and agree that arbitration is and will be final and binding upon the parties.

MSRP Price: 2025 TAHOE		$61,119.60
Sale Price: 65720 7% 4600.40		
Adds:		$0.00
		$0.00
		$0.00
3RD KEY 468.89 10% 46.89		$422.00
TINT 300 10% 30		$270.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
PRICE INCLUDING ACCESSORIES		**$61,811.60**
VIT		$0.00
TITLE		$0.00
Sales Tax		$0.00
Inspection Fee, Transfer Fee		$0.00
STATE FEES		$0.00
License Fee	TEMP TAG 5	$0.00
Documentary Fee		$0.00
ROAD BRIDGE		$0.00
Pay Off		$0.00
Subtotal		
Ext. Service Agreement		
Cash Down Payment		
Mfg. Rebate		
TOTAL BALANCE DUE		**$61,811.60**

LEIN INFORMATION

If a credit purchase, this is an offer to purchase only. Buyers offers to purchase vehicle on credit on terms described herein and a contractual relationship is not created until finanacing is accepted.

The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions on this contract of sale.

La informacion que aparece en la ventanilla de este vehiculo forma parte de este contrato. La infomacion contenida en el formulario de la ventanilla anula cualquier prevision que establezca lo contrario y quy aparezca de venta.

Buyer represents and warrants that Buyer has good title to any trade in vehicle included in this offer. It is expressly agreed and understood by Buyer and Seller that Seller retains a security interest in the purchased vehicle until such time as Buyer or Buyer's Lender has paid the Seller for the vehicle. Refusal to pay, dishonor of tender, or failure to pay is a material contract breach. Buyer agrees to all listed charges.

AS BUYER OF THE ABOVE DESCRIBED VEHICLE, I UNDERSTAND AND AGREE THAT THE SELLER MAY MAKE A PROFIT ON THE SALE OF THE VEHICLE, ANY ADD-ON EQUIPMENT, INSURANCE PRODUCT, FINANCING, WARRANTY OR SERVICE CONTRACT, REPAIR, OR ANY OTHER PRODUCT OR SERVICE SOLD BY SELLER.

Salesperson

Purchaser's Signature

Approved by

Co-Purchaser's Signature

GM

Vehicle: [Retail] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (Complete)

Window Sticker

SUMMARY

[Retail] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS — MSRP:$61,500.00

Interior:Jet Black, Premium cloth seat trim

Exterior 1:Summit White

Exterior 2:No color has been selected.

Engine, 5.3L EcoTec3 V8

Transmission, 10-speed automatic

OPTIONS

CODE	MODEL		MSRP
CK10706	[Retail] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS		$61,500.00
	OPTIONS		
1LS	LS Preferred Equipment Group		$0.00
A50	Seats, front bucket		$0.00
C6G	GVWR, 7600 lbs. (3447 kg)		$0.00
CAV	LPO, All-weather cargo mat	Inc.	
FE9	Emissions, Federal requirements		$0.00
GAZ	Summit White		$0.00
GU5	Rear axle, 3.23 ratio		$0.00
H0U	Jet Black, Premium cloth seat trim		$0.00
L84	Engine, 5.3L EcoTec3 V8		$0.00
MHS	Transmission, 10-speed automatic		$0.00
NZV	Wheels, 20" x 9" (50.8 cm x 22.9 cm) machined aluminum wit Charcoal pockets		$1,100.00
PDB	LPO, Dark Essentials Package		$650.00
RGJ	LPO, All-Weather Liner Protection Package		$475.00
RIA	LPO, All-weather floor liners, 1st and 2nd rows	Inc.	
RIB	LPO, All-weather floor liners, 3rd row	Inc.	
RIK	LPO, Black nameplates	Inc.	
S4X	LPO, Black mirror caps	Inc.	
SFZ	LPO, Black bowtie emblems, front and rear	Inc.	

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.

GM

Vehicle: [Retail] 2025 Chevrolet Tahoe (CK10706) 4WD 4dr LS (✓ Complete)

URW	Audio system, 17.7" diagonal advanced color LCD display		$0.00
VK3	License plate front mounting package		$0.00
XCI	Tires, 275/60R20SL all-season, blackwall	Inc.	
	SUBTOTAL		**$63,725.00**
	Adjustments Total		$0.00
	Destination Charge		$1,995.00
	TOTAL PRICE		**$65,720.00**

FUEL ECONOMY

Est City:N/A

Est Highway:N/A

Est Highway Cruising Range:N/A

City of Denton Contract # 8455

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Data Version: 24569. Data Updated: Jan 27, 2025 6:43:00 PM PST.

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

Estimate	E 614
Date	/ /
Date Open	01/29/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:58:57	CHIEF TAHOE	FRISCOBID		

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

Qty	Description	Price	Amount
	LABOR 135.00 PER HOUR - QUALITY INSTALLATION OF THE FOLLOWING EQUIPMENT	135.00	2835.00
1.000	H36FRISCOBID THIS ESTIMATE IS BASED ON THE FRISCO POLICE DEPARTMENT BEST VALUE BID#2401-062 POLICE VEHICLE UPFITTING THAT WAS AWARDED TO HALOZ 36 ON MARCH 25, 2024.	0.00	
1.000	FEDSIFMJS-TAH21-P3PK PACKAGE - SpectraLux® ILS Low-Profile Interior Mount Warning Lights - INCLUDES FRONT ILS, REAR ILS, PATHFINDER CONTROLLER, 100W SPEAKER	3344.62	3344.62
1.000	FEDSIFMJS-TAH21-P3 INCLUDED IN PACKAGE - Front ILS, RBW, Tahoe, low-profile - FRONT VISOR LIGHTS	0.00	
1.000	FEDSIFMJH-TAH21-P3 INCLUDED IN PACKAGE - Rear ILS, RBA, Tahoe, low-profile - REAR VISOR LIGHT	0.00	
1.000	FEDPF200H INCLUDED IN PACKAGE - FEDERAL SIGNAL PATHFINDER SIREN 200W, HAND HELD CONTROLLER	0.00	

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

Parts.....	6675.36
Labor.....	2835.00
Freight.....	75.00

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

Authorized By

TOTAL **Continued**

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

Estimate	E 614
Date	/ /
Date Open	01/29/2025

Sold To : 382-2653 972

CELINA FIRE DEPT
1413 S. PRESTON RD

CELINA TX 75009 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:58:57	CHIEF TAHOE	FRISCOBID		

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

Qty	Description	Price	Amount
1.000	FEDES100C INCLUDED IN PACKAGE - DYNAMAX 100W SPEAKER - FEDERAL SIGNAL	0.00	
1.000	FEDESBL2-TAH21ND BEHIND GRILLE SPEAKER BRACKET KIT - 21+ TAHOE, No drill, combination dual bracket kit – (2) ES100C and (2) MPS lights behind grille	109.31	109.31
2.000	FEDMPS63U-RBW-SMK 18-LED light head, Red/Blue/White, Tri-Color, Surface Mount, 12/24 Vdc, SMOKED LENS - 2 MOUNTED BEHIND FRONT GRILLE	122.54	245.07
2.000	FED416300-RB CORNER LIGHTS - FLUSH MOUNT - RED/BLUE - Dual-Color, Clear Lens, 12/24 Vdc - MOUNTED IN REAR BUMPER	71.01	142.03
2.000	FEDMPS63U-RBW MICROPULSE, Tri-Color, Red/Blue/White - 1 MOUNTED IN EACH REAR QTR GLASS - 2 TOTAL	116.44	232.88
2.000	FEDMPSM6-LB Generic L-Bracket for (1) MPS600 Light or (1) MPS600U Light - FOR REAR QTR GLASS LIGHTS	19.00	38.01

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Parts.....	6675.36
Labor.....	2835.00
Freight.....	75.00

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

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TOTAL **Continued**

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Ship To :

Written By	Terms	Time	Customer Po #	Promised	KEY TAG	Ship Via
JCBDESKT	CHGFLT	10:58:57	CHIEF TAHOE	FRISCOBID		

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

Qty	Description		Price	Amount
2.000	MAGMMSU-1 MAGNETIC MIC - 2 PIECE - YELLOW/BLACK SQUARE BOX - 1 FOR RADIO MIC, 1 FOR HANDHELD SIREN CONTROLLER - 2 TOTAL		34.29	68.57
1.000	H36WIREHARNESS	WIRING HARNESS	378.48	378.48
1.000	JOBMATERIALS MISC. PARTS, ELECTRONICS BOARD, ZIP TIES, CLAMPS, FASTENERS, SPLIT LOOM, RELAYS, GROMETS, SEALANT		165.00	165.00
1.000	FED794-AH Opticom Model 794 LED Emitter is a compact, lightweight, weather-resistant encoded signal device intended for use on priority vehicles. The model 794 emitter consists of an infrared LED array with an integral power supply and the required cables. FEDSIG		1780.82	1780.82
1.000	STA200-1475-00	FRONT MOUNT, STALKER RADAR SYSTEM	170.57	170.57
1.000	FRTFREIGHT-INCOMING	FREIGHT INCOMING	75.00	75.00

Best Value Contract Number: 2401-062

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

Parts..... 6675.36
Labor..... 2835.00

Freight..... 75.00

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

Authorized By

TOTAL **9585.36**

Vehicle Purchase- Fire Marshal Tahoe

Fire Department
February 11, 2025



VEHICLE PURCHASE

- Consider and act to authorize the purchase of one (1) 2024 Tahoe for the new Fire Marshal position
- This will be a brand-new vehicle that will be issued to the Fire Marshal
- The vehicle will be purchased from Classic Chevrolet through a cooperative contract.
- This Tahoe is for the new Fire Marshal position, and will be upfitted with a full emergency response light/siren package
- The Fire Marshal position will be on call 24 hours a day, 7 days a week, and may be required to respond to fire-related emergencies in an emergent response mode.

QUESTIONS?

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:	Kimberly Brawner
Date:	February 11, 2025
Re:	Interlocal Agreement with Prosper for Coit Road Construction

Action Requested:
Consider and act to authorize an Interlocal Agreement with the Town of Prosper for Coit Road Construction from Frontier Parkway to Marigold Lane. (Brawner)

Background Information:
Coit Road extends from south of US 380 through the Town of Prosper and the City of Celina to CR 134. Coit Road is a 4-lane divided roadway from US 380 to E First Street in Prosper. The Town of Prosper plans to construct Coit Road as a four-lane divided roadway from E First Street to Frontier Parkway (FM 1461) in the next two years. They will construct the roadway in two phases. The first phase will begin at E First Street and extend to Prosper Trail. The 2nd phase of the project will begin at Prosper Trail and extend to Frontier Parkway.

In anticipation of the Town of Prosper's construction project, the Celina City Council executed a design contract with Cobb-Fendley in May 2023 to complete the design of Coit Road from Frontier Parkway to the south of Marigold Street. The proposed interlocal agreement with the Town of Prosper will allow the entire project from E First Street to Marigold Street as one project. The project will allow both entities to achieve better pricing and will allow the public to have a single construction project instead of multiple projects managed by different cities and different contractors.

The funding for this project is allocated in the five year CIP plan.

Legal Review:
Legal staff has reviewed and approved the agreement.

Supporting Documents:
1. Prosper and Celina ILA - Coit Rd Construction v7 FINAL
2. LOCATION MAP (P)
3. 90% OPCC
4. 7. P. Coit Road ILA - CC 2.11.2025 - KB

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.

INTERLOCAL AGREEMENT BETWEEN
THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS,
FOR CONSTRUCTION OF AND IMPROVEMENTS TO COIT ROAD

THIS INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PROSPER, TEXAS, AND THE CITY OF CELINA, TEXAS, FOR THE CONSTRUCTION OF IMPROVEMENTS TO COIT ROAD ("Agreement") is made and entered into by and among the **TOWN OF PROSPER, TEXAS,** a home-rule municipal corporation, hereinafter referred to as "Prosper," and the **CITY OF CELINA, TEXAS,** a home-rule municipal corporation, hereinafter referred to as "Celina." Prosper and Celina may from time to time herein be referred to collectively as "Parties" and individually as a "Party." The effective date of this Agreement is the date that the last of the Parties has executed the Agreement, after approval from their respective governing bodies (the "Effective Date").

WHEREAS, the Interlocal Cooperation Act ("Act"), codified at Chapter 791 of the Texas Government Code, authorizes units of local government to contract with one or more units of local government to perform governmental functions and services; and

WHEREAS, pursuant to Section 791.032 of the Act, with the approval of the governing body of a municipality, a local government may enter into an interlocal agreement with another municipality to finance the improvement of streets in the municipality; and

WHEREAS, Prosper and Celina are political subdivisions of the State of Texas and are engaged in the provision of governmental services for the benefit of their citizens and users; and

WHEREAS, this Agreement is entered into pursuant to the authority, under the provisions of, and in accordance with, the Act for the performance of governmental functions and services; specifically, the service of construction of road improvements to Coit Road, the segmented portions which consist of:

(1) the portion between Prosper Trail and Frontier Parkway and its eastbound lane and belonging within Prosper, Texas (the "Prosper-Frontier Project"); and

(2) the portion between Frontier Parkway and its corresponding westbound lane and north up to Marigold Lane and belonging within Celina, Texas (the "Celina-Frontier Project"), all of which is present and belonging within Celina, Texas, attached hereto and incorporated herein for all purposes,

and in its entirety to occur on, along, and aside to Coit Road between Prosper Trail within Prosper, Texas and up to Marigold Lane within Celina, Texas ("Entire Project"), and, attached hereto and incorporated herein for all purposes, and depicted in the entire construction plans ("**Exhibit A")**; and

WHEREAS, Prosper and Celina have determined that the projects may be completed most economically by implementing this Agreement;and

WHEREAS, each of the Parties has current funds available to satisfy any fees and costs required pursuant to this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained in this Agreement, the Parties agree as follows:

I.
TERM; TERMINATION

This Agreement is effective from the Effective Date for a period of two (2) years; however, the initial term of this Agreement will automatically be extended until such time as the projects are complete, unless any Party gives written notice to the other Parties to the contrary not less than ninety (90) days prior to the expiration of the then-current term. Notwithstanding the foregoing, however, this Agreement may be terminated by any Party, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, by giving the other Parties at least ninety (90) days' prior written notice of the termination date, in which event this Agreement shall terminate as to all Parties as of such termination date.

II.
ROLES AND RESPONSIBILITIES OF THE PARTIES

Both Parties will assume certain responsibilities either as an individual Party, jointly as Parties, or as apportioned to each Party as detailed below.

2.1. Celina.

A. Construction documents: Celina shall assume preparation of the construction documents necessary for the construction of the Celina-Frontier Project.

B. Cost and Payment Terms: Celina shall pay the Town of Prosper for the costs of the construction of the Celina-Frontier Project, upon confirmation and written approval of the Celina Representative designated in section 2.3.A and, plus a ten percent (10%) contingency fee, the fee to be calculated as follows:

[[Cost of the Task for the Celina portion of Construction] * 0.100] = [Result] USD

Any rounding error should be resolved by rounding to the nearest penny upward. The actual construction costs shall be determined after the completion of the bidding process to be conducted by Prosper and as detailed below in section 2.2.B.

2.2 Prosper.

A. Remaining construction documents: Prosper shall assume preparation of the construction documents necessary for the construction of the Prosper-Frontier Project.

B. Bidding; Timing of Bidding Process; Procedure of Bidding: Prosper shall assume all aspects of the bidding process for the construction of the Entire Project, with the Celina-Frontier Project to be included in the Bid as a separate task. In bidding for the Celina-Frontier Project, Prosper will allow for a line-item breakdown of costs to be assessed for the task and audited by Celina and their respective staff for consideration. Prosper will incorporate mutually agreed and approved construction plans submitted by Celina and incorporate such agreed and approved construction plans into Prosper's bid for the construction of the projects.

Prosper shall begin the bidding process for the Prosper-Frontier Project by December 1, 2025. The Celina-Frontier Project will be included in the Project bid. Time of bid is subject to successful relocation of all utilities.

Prosper shall aggregate and prepare their respective plans for the Prosper-Frontier Project along with Celina's Celina-Frontier Project, the specifications for the improvements, accept bids and award a contract to construct the improvements and administer the construction contract. In all such activities, Prosper shall comply with all statutory requirements applicable for competitive bidding. Prosper shall provide Celina with a copy of the executed design and construction contract(s) for the Entire Project. Changes to the Celina-Frontier Project, other than what was submitted for the initial bids, or which alter the initial funding, must be reviewed and approved by Celina prior to continuation.

C. Prosper shall coordinate with Celina by providing a minimum seven (7) day notice for planned roadway closures to facilitate communication with Celina residents.

D. Prosper will coordinate with the Texas Department of Transportation regarding any impacts to Frontier Road. Each municipality will fund the cost of any required TXDOT improvements located within its jurisdiction.

2.3 Both Parties. Prosper and Celina mutually agree to the following for the duration of this Agreement, notwithstanding termination or other terminating measure or event:

A. Liaison(s): Prosper and Celina shall each designate a respective Project liaison (and respective designee(s), if desired) who will manage their respective Project details and coordinate with the respective designated liaisons during the construction process. Staff representatives shall be as follows:

Celina Representative: Andy Glasgow, Director of Engineering
Prosper Representative: Pete Anaya, Assistant Director of Engineering Services

B. Testing: Material, stress, load, sheer, chemical, quality, and any other related testing associated with the construction of any respective Project, such testing will utilize a third party (3rd party) tester for any related testing related to their respective Project. Such testing will be provided under a separate contract to be entered into by Prosper, for a single company, firm, or organization to conduct the 3rd party testing on behalf of the Entire Project, and which Celina will pay its respective portion of testing for the Celina-Frontier Project. To create efficiency and potentially save costs and create possible value adds, quality control, and engineering collaboration and consideration, reports may be sent to all representatives identified in the pre-construction meeting. The cost of testing for the Celina-Frontier Project shall be paid by the City of Celina and shall be included in the total payment to the Town of Prosper.

C. Pre-Construction Meeting and periodic update meetings: A pre-construction meeting will be managed by the Town of Prosper. Additional meetings may be held or hosted by Prosper on a bi-weekly (every two weeks) basis, to be organized by the Town's representative. Such meetings may take place in person or over telephonic or audio/video conferencing platforms. Nothing in this Agreement shall prevent both Parties from meeting spontaneously, as needed, or in addition to the above schedule to discuss other issues, logistics, construction aspects, or other items of importance to the progress and/or completion of the projects.

D. Inspections: Each Party will be responsible for inspecting their respective Project. If an outside party is required to conduct an inspection, or a series of inspections, such costs will be borne onto the Party requiring those inspections for their respective portion of their Project.

III.

CONSIDERATION

The Parties acknowledge and agree that the continuation of this Agreement after the close of any given fiscal year of a Party shall be subject to approval by each Party's governing body. In the event that a Party's governing body does not approve the appropriation of funds required to be paid under this Agreement, this Agreement shall terminate at the end of the fiscal year for which funds were appropriated, and the Parties shall have no further obligations hereunder, but the Party responsible for payment shall be obligated to pay all charges incurred by the Party to whom payment must be made through the end of that fiscal year provided that the Party to whom payment must be made is not in breach of this Agreement.

IV.
RELEASE AND HOLD HARMLESS

TO THE EXTENT ALLOWED BY LAW, AND WITHOUT WAIVING GOVERNMENTAL OR SOVEREIGN IMMUNITY, EACH PARTY AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE OTHER (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.

THIS INDEMNIFICATION CLAUSE IS VALID ONLY TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, PARTICULARLY SECTION 7 OF ARTICLE XI OF THE TEXAS CONSTITUTION, AND WITH THE MUTUAL UNDERSTANDING THAT THE PARTIES ARE POLITICAL SUBDIVISIONS OF THE STATE OF TEXAS AND THAT THIS EXECUTORY INDEMNITY OBLIGATION CANNOT BE PAID FROM CURRENT REVENUES AND THAT NO TAX NOR INTEREST AND SINKING FUND HAS BEEN SET, ADOPTED OR ESTABLISHED FOR THE PAYMENT OF THIS EXECUTORY INDEMNITY OBLIGATION.

V.
INDEPENDENT CONTRACTOR

Each Party covenants and agrees that each Party is an independent contractor of the other Parties and not an officer, agent, servant or employee of any other Party and that nothing herein shall be construed as creating a partnership or joint enterprise between or among any Party.

VI.
NOTICE

Any notice provided under this Agreement shall be delivered by mail or personal service to the Parties named below:

Celina Representative:

City of Celina
Attn: Robert Ranc
City Manager
142 N Ohio
Celina, TX 75009

Prosper Representative:

Town of Prosper
Attn: Mario Canizares
Town Manager
250 W. First Street
Prosper, TX 75078

VII.
AUTHORITY TO SIGN/CITY COUNCIL AUTHORIZATION

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

- Prosper has executed this Agreement pursuant to duly authorized action of the Prosper Town Council on _____, 2025.
- Celina has executed this Agreement pursuant to duly authorized action of the Celina City Council on _____, 2025.

Each of the Parties shall provide written documentation evidencing the grant of approval by its respective governing body.

VIII.
SEVERABILITY

The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Agreement. However, upon the occurrence of such an event, any Party may terminate this agreement by giving the other Parties thirty (30) days' written notice.

IX.
VENUE

This Agreement and any of its terms or provisions, as well as the rights and duties of the Parties hereto, shall be governed by the laws of the State of Texas. The Parties agree that this Agreement shall be enforceable in Collin County, Texas, and Denton County, Texas, and if legal action is necessary, venue shall lie in Collin County, Texas.

X.
INTERPRETATION OF AGREEMENT

This Agreement is a mutually negotiated document. Should any part of this Agreement be in dispute, the Parties agree that the Agreement shall not be construed more favorably for or against any

Party. In the event of any disagreement or conflict concerning interpretation of this Agreement, and such disagreement cannot be resolved by the Parties hereto, the Parties agree to submit such disagreement to nonbinding mediation.

XI.
REMEDIES

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this Agreement may be waived without the express written consent of the Parties. It is further agreed that one (1) or more instances of forbearance by any Party in the exercise of its respective rights under this Agreement shall in no way constitute a waiver thereof.

XII.
SUCCESSORS AND ASSIGNS

The Parties each bind themselves, their respective successors, executors, administrators, and assigns to the other Parties to this Agreement. No Party will assign, sublet, subcontract, or transfer any interest in this Agreement without the prior written consent of the other Parties. No assignment, delegation of duties or subcontract under this Agreement will be effective without the written consent of all Parties.

XIII.
IMMUNITY

It is expressly understood and agreed that, in the execution and performance of this Agreement, no Party waives, nor shall be deemed hereby to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in Parties not signatories hereto.

XIV.
FORCE MAJEURE

No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation: acts of God; flood, fire or explosion; war, invasion, riot, foreign state-sponsored or other foreign-based group action or activity disruptive in nature, or other domestic civil unrest; actions, embargoes, blockades, or trade restrictions in effect on or after the date of this Agreement; or national, regional, or local emergency, including but not limited to, weather-related events, geological events, or mass pandemics or epidemics (each of the foregoing, a "Force Majeure Event"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

XV.
MULTIPLE COUNTERPARTS

This may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other Party.

XVI.
ENTIRE AGREEMENT

This Agreement embodies the entire agreement between the Parties with respect to the subject matter hereof and may only be modified in a writing executed by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement by signing below:

CITY OF CELINA, TEXAS

By: _____

Printed Name: Robert Ranc

Title: City Manager

Date: _____

ATTEST:

By: _____

City Secretary

TOWN OF PROSPER, TEXAS

By: _____

Printed Name: Mario Canizares

Title: Town Manager

Date: _____

ATTEST:

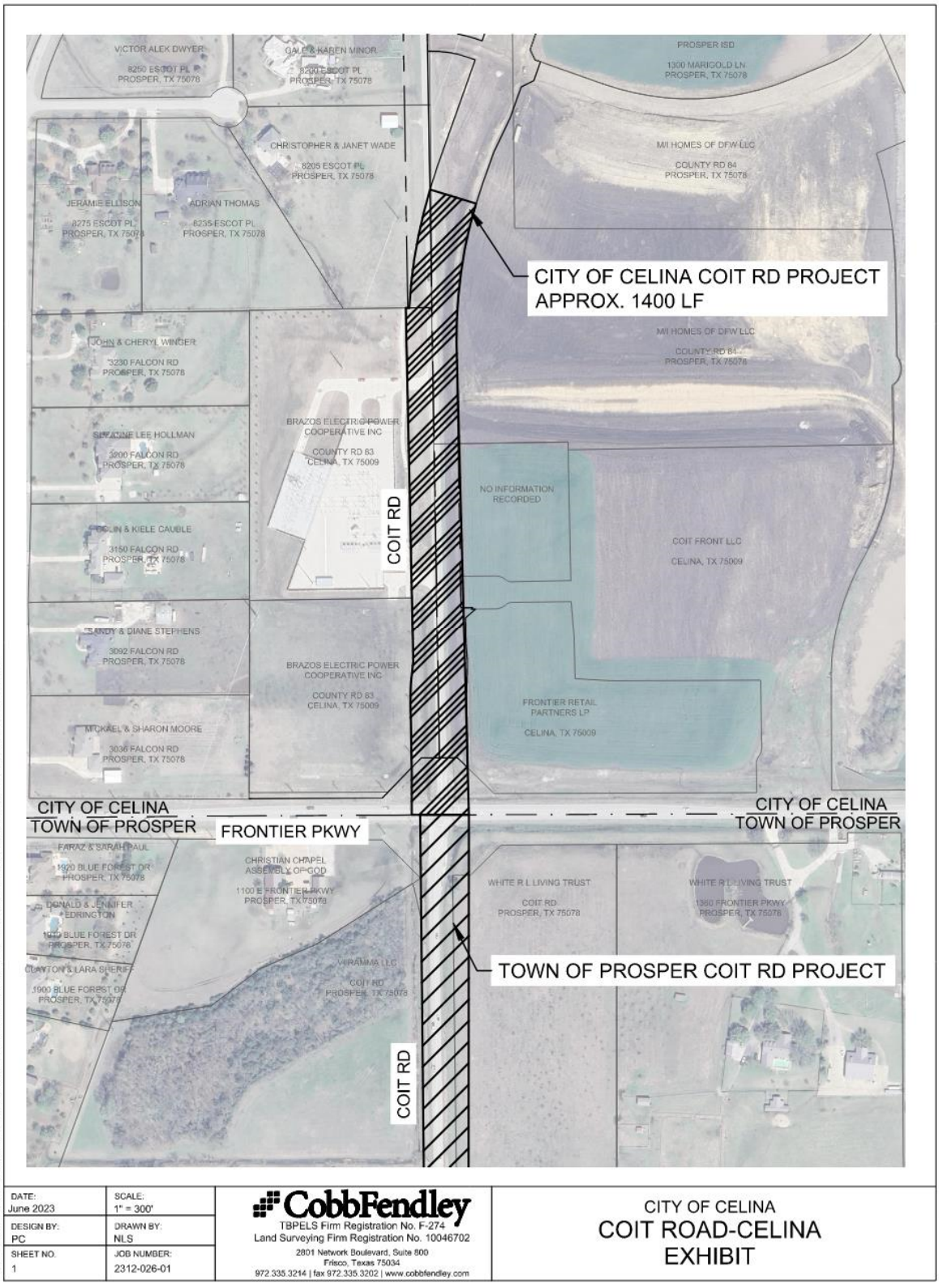
By: _____

Name: Michelle Lewis Sirianni

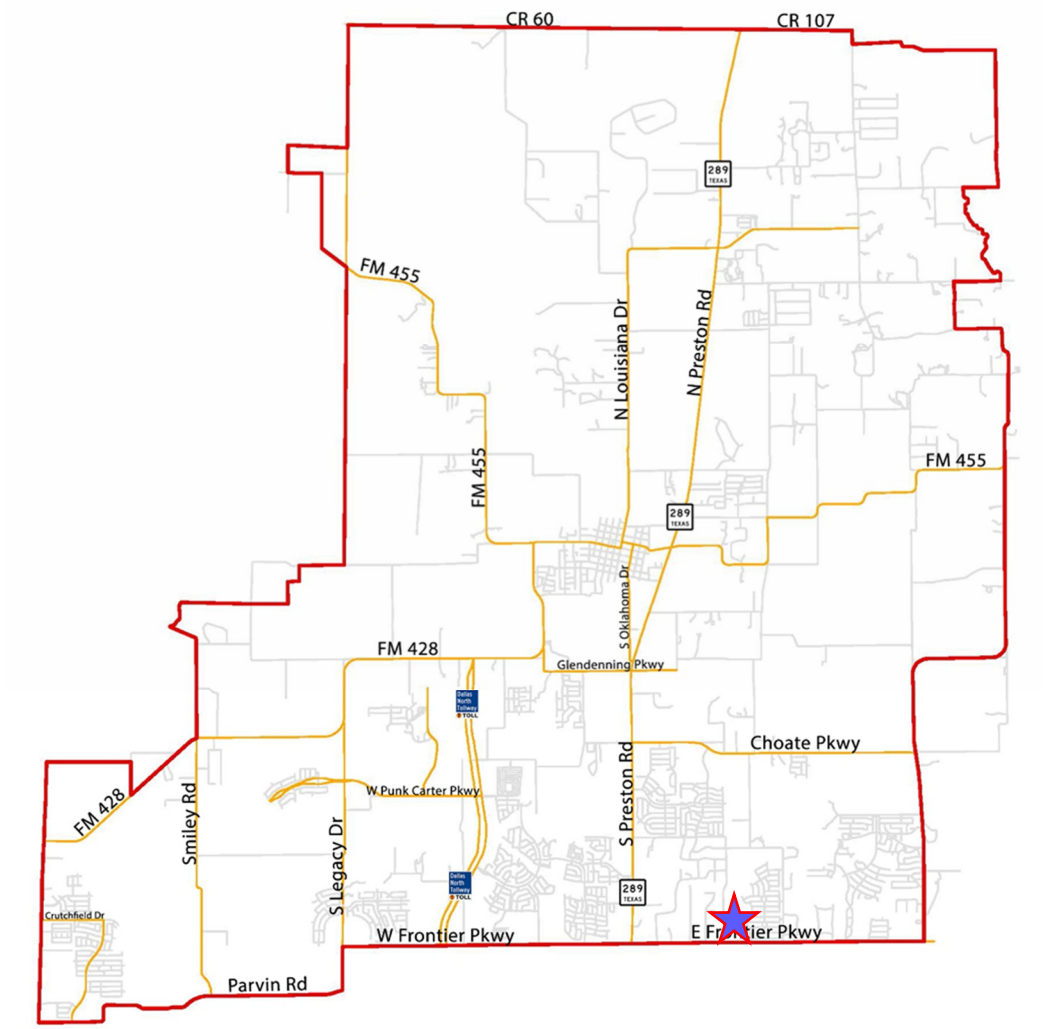
Title: Town Secretary

Date: _____

Exhibit A


VICTOR ALEK DWYER
8250 ESCOT PL
PROSPER, TX 75078
GALE & KAREN MINOR
8200 ESCOT PL
PROSPER, TX 75078
PROSPER ISD
1300 MARIGOLD LN
PROSPER, TX 75078
CHRISTOPHER & JANET WADE
8205 ESCOT PL
PROSPER, TX 75078
MI HOMES OF DFW LLC
COUNTY RD 84
PROSPER, TX 75078
JERAMIE ELLISON
8275 ESCOT PL
PROSPER, TX 75078
ADRIAN THOMAS
8235 ESCOT PL
PROSPER, TX 75078
CITY OF CELINA COIT RD PROJECT
APPROX. 1400 LF
JOHN & CHERYL WINDER
3230 FALCON RD
PROSPER, TX 75078
MI HOMES OF DFW LLC
COUNTY RD 84
PROSPER, TX 75078
SHAYNE LEE HOLLMAN
3200 FALCON RD
PROSPER, TX 75078
BRAZOS ELECTRIC POWER COOPERATIVE INC
COUNTY RD 83
CELINA, TX 75009
NO INFORMATION RECORDED
COIT RD
COLIN & KIELE CAUBLE
3150 FALCON RD
PROSPER, TX 75078
COIT FRONT LLC
CELINA, TX 75009
SANDY & DIANE STEPHENS
3092 FALCON RD
PROSPER, TX 75078
BRAZOS ELECTRIC POWER COOPERATIVE INC
COUNTY RD 83
CELINA, TX 75009
FRONTIER RETAIL PARTNERS LP
CELINA, TX 75009
MICKAEL & SHARON MOORE
3036 FALCON RD
PROSPER, TX 75078
CITY OF CELINA
TOWN OF PROSPER
FRONTIER PKWY
CITY OF CELINA
TOWN OF PROSPER
FARAZ & SARAH PAUL
1920 BLUE FOREST DR
PROSPER, TX 75078
CHRISTIAN CHAPEL ASSEMBLY OF GOD
1100 E FRONTIER PKWY
PROSPER, TX 75078
WHITE R L LIVING TRUST
COIT RD
PROSPER, TX 75078
WHITE R L LIVING TRUST
1360 FRONTIER PKWY
PROSPER, TX 75078
DONALD & JENNIFER EDRINGTON
1910 BLUE FOREST DR
PROSPER, TX 75078
TOWN OF PROSPER COIT RD PROJECT
CLAYTON & LARA SHERIFF
1900 BLUE FOREST DR
PROSPER, TX 75078
VIRAMMA LLC
COIT RD
PROSPER, TX 75078
COIT RD
DATE: June 2023
SCALE: 1" = 300'
DESIGN BY: PC
DRAWN BY: NLS
SHEET NO.: 1
JOB NUMBER: 2312-026-01
CobbFendley
TBPELS Firm Registration No. F-274
Land Surveying Firm Registration No. 10046702
2801 Network Boulevard, Suite 800
Frisco, Texas 75034
972.335.3214 | fax 972.335.3202 | www.cobbfendley.com
CITY OF CELINA
COIT ROAD-CELINA
EXHIBIT
Dwg Info: F:\Projects\2023\I2026_City_of_Celina\01_Coit_Road\400_CAD\412_Mun\02_PLAN_SHEET\231202601_CelinaCoitRd_Exhibit.dwg - Plotted: 6/30/2023

LOCATION MAP



City of Celina
Paving & Drainage Improvements for Coit Road from Frontier Parkway to 1,400 LF North
Project No.: 2312-026-01

CobbFendley

90% Submittal

Prepared By: PAC
Date: 5/22/2024

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100	MOBILIZATION	1	LS	$6,600	$6,600
101	GENERAL SITE PREPARATION	14	STA	$2,000	$28,000
102	REMOVE EXISTING STRIPING/BUTTONS	1	LS	$10,000	$10,000
103	REMOVE EXISTING ASPHALT PAVEMENT	814	SF	$15	$12,210
104	SAWCUT & REMOVE EXISTING CONC PVMT (INCLUDING CURB)	644	SY	$45	$28,980
105	REMOVE ROCK RIP RAP	83	SY	$50	$4,169
106	REMOVE EXISTING STORM SEWER	1137	LF	$45	$51,165
107	REMOVE EXISTING TXDOT HEADWALL	7	EA	$3,500	$24,500
108	REMOVE/RELOCATE STREET SIGNS	4	EA	$700	$2,800
109	COMPACTED FILL	1060	CY	$75	$79,500
110	EXCAVATION (ROADWAY)	2708	CY	$25	$67,691
111	6" LIME STABILIZED SUBGRADE (38 LB/SY)	6498	SY	$20	$129,966
112	HYDRATED LIME	123	TON	$350	$43,214
113	9" REINFORCED CONCRETE PAVEMENT W/ 6" MONO CURB (STREET)	6368	SY	$70	$445,776
114	LONGITUDINAL BUTT JOINT	87	LF	$50	$4,350
115	2" HMAC TYPE D	145	TON	$40	$5,796
116	8" FLEXIBLE BASE	1317	SY	$13	$17,126
117	4" HMAC TYPE B	290	TON	$350	$101,436
118	SOLID SOD, LANDSCAPING AND IRRIGATION	1	LS	$15,000	$15,000
119	TRAFFIC CONTROL	1	LS	$30,000	$30,000
200	18" RCP CLASS III	255	LF	$125	$31,875
201	36" RCP CLASS III	554	LF	$225	$124,650
202	10' RECESSED CURB INLET	4	EA	$11,000	$44,000
203	TXDOT HEADWALL W/ STRAIGHT WINGS	7	EA	$6,500	$45,500
204	4.0' DIA STRM MANHOLE	1	EA	$6,000	$6,000
300	ROADWAY MARKINGS & SIGNAGE	1	LS	$25,000	$25,000
				SUBTOTAL	**$1,385,303**
			10.0%	Contingency	$138,530
				PROJECT TOTAL	**$1,523,833**

In providing Opinions of Probable Construction Cost, the Client understands that the Consultant has no control over the cost or availability of labor, equipment or materials, or over market conditions or the Contractor's method of pricing, and that the Consultant's estimates of probable construction costs are made on the basis of the Consultant's professional judgment and experience. The Consultant makes no warranty, express or implied, that the bids or the negotiated cost of the Work will not vary from the Consultant's estimate of probable construction cost.

COIT ROAD INTERLOCAL AGREEMENT WITH TOWN OF PROSPER

City Council
February 11, 2025

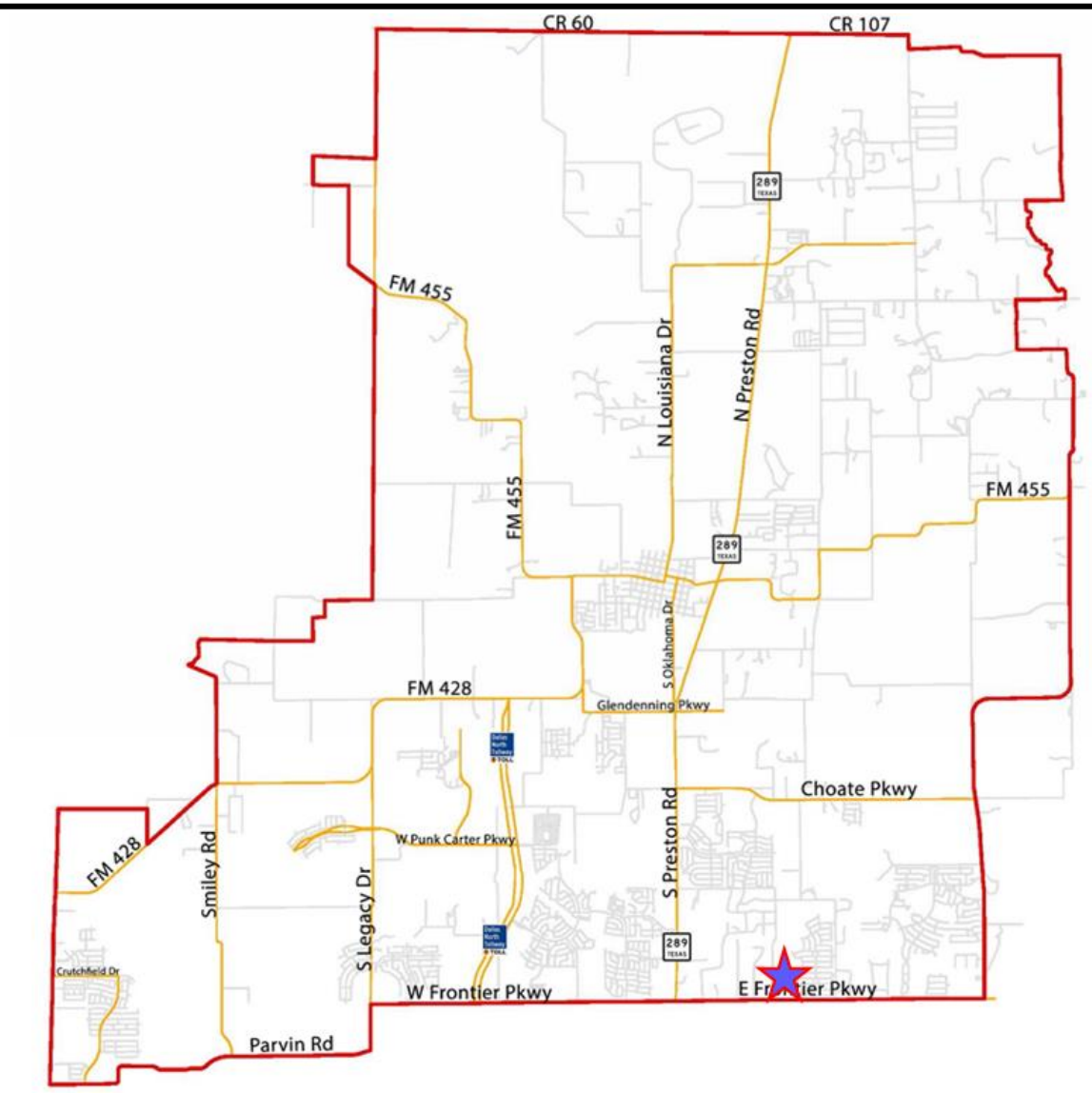


BACKGROUND

- Town of Prosper owns Coit Road from First Street to Frontier (FM 1461) under design.

- City of Celina is “piggy backing” on Town of Proper’s Coit road project to design and build Coit road from Frontier to approximately 1400feet to the north.

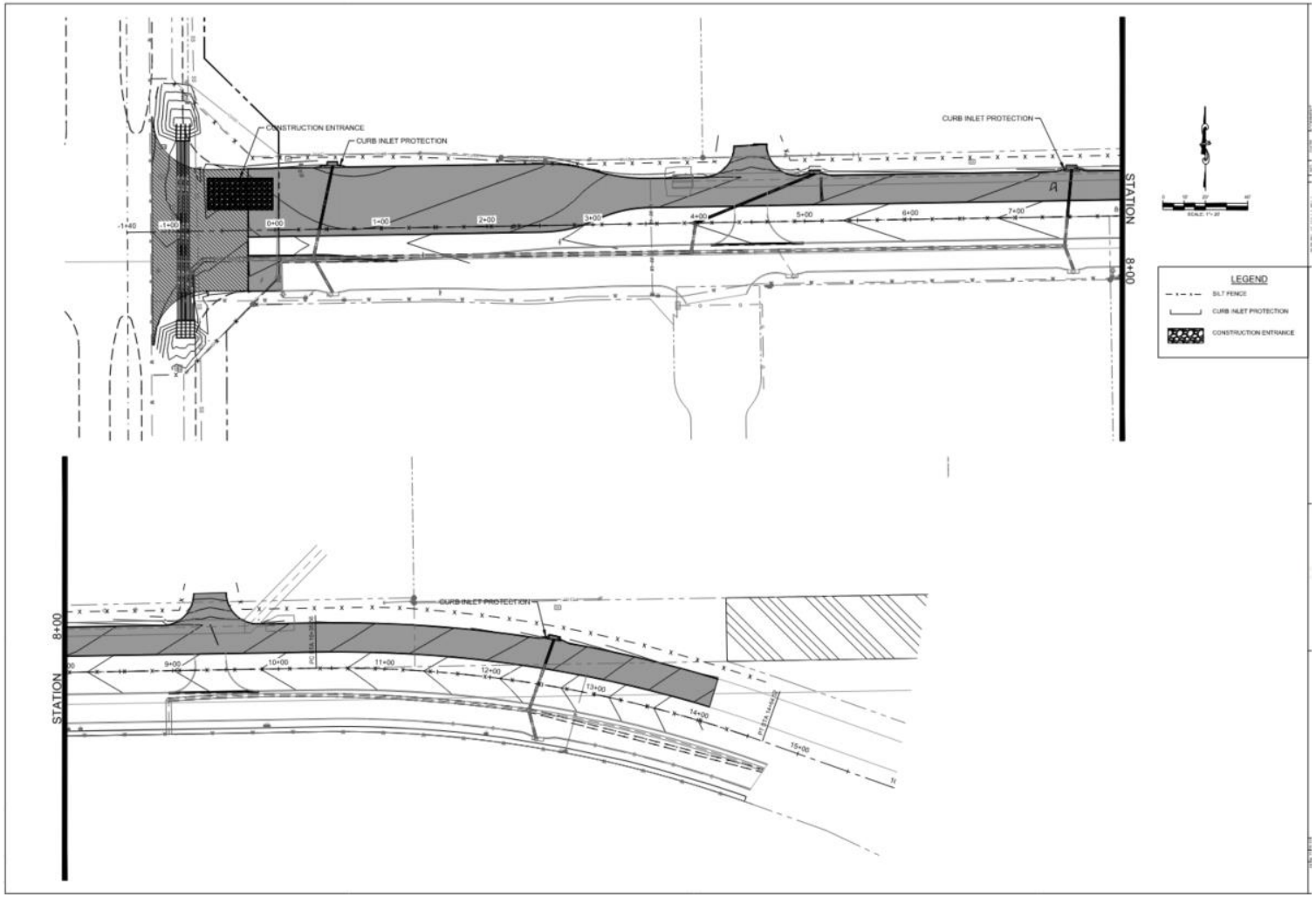
LOCATION MAP



PROJECT OVERVIEW

Celina's section will include:

- Two additional lanes of concrete pavement connecting to the existing pavement 1400' north of Frontier, with associated enclosed drainage system
- Temporary asphalt transition to Frontier intersection
- Streetlights, landscaping and irrigation



NEXT STEPS

- City Council approves/denies ILA with Prosper - today
- Staff bids construction project – July 2025
- Staff evaluates bid proposals – August 2025
- City Council reviews staff recommendation to award bid – September 2025
- If awarded, construction begins tentatively – October 2025
- Estimated construction cost- $2million

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Robin Bromiley
Date:	February 11, 2025
Re:	Quarterly Investment Report - 1st qtr FY 25

Action Requested:
Review and acceptance of the Quarterly Investment Report for the period ended December 31, 2024. (Bromiley)

Background Information:
The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council a quarterly investment report. This quarterly report provides an overview of the City's investment activity for the period of October 1, 2024 through December 31, 2024, in accordance with the Texas Public Funds Investment Act (PFIA).

Legal Review:
N/A

Supporting Documents:
1. FY 25 Q1 Investment Report
2. 1st qtr FY 25 Investment Presentation

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

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

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

Performance Summary:

- **Total Interest Earned:**
  The total interest earned during the first quarter Fiscal Year 2025 (October - December 2024) was **$4,708,783**.
- **Average Yield on Investments:**
  The City's average yield for the majority of its investments was **4.73%**, which reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.
- **Benchmark Yield:**
  The benchmark for this period is the average yield on a six-month U.S. Treasury Bill, which was **4.31%**. The City's investments outperformed the benchmark yield by **0.42%**, demonstrating the effectiveness of the City's investment strategy.

Compliance with Investment Policy:

- **Investment Policy Adoption:** The City's investment policy, adopted by the City Council in December 2024, continues to be adhered to, ensuring compliance with the PFIA and other regulatory requirements.
- **Investment Officer Training:** The designated Investment Officer, Robin Bromiley, completed the required training course on public funds investment management as mandated by the PFIA.
- **Diversification and Risk Management:** The City's investment portfolio is appropriately diversified to manage risk, maintain liquidity, and provide competitive returns. At no point during the quarter did the City invest in any prohibited securities.

Staff Recommendation:
Staff recommeds approval.

City of Celina
Quarterly Report
Quarter Ending: 12/31/2024

Listing by Maturity Date			9/30/2024			12/31/2024				
Investment	Institution	Account	Beginning	Interest Earned	Other Transactions	Ending	% of Total Portfolio	Unrealized G/L	Interest Rate ***	Avg Weighted Yield to maturity of Portfolio Compared to Benchmark*
Public Fund Now Acc	Independence Bk	#0052 GF MMA	$ 177,224	$ 992	$ 13,065	$ 191,281	0.0%	0	2.13%	n/a
					$ 13,065	*Permits and Court Fees Collected - CC*				
Public Fund Now Acc	Independence Bk	#1532 WS MMA	$ 20,341,175	$ 125,511	$ 4,367,950	$ 24,834,636	5.6%	0	2.13%	n/a
					$ 4,367,950	*Utility Payment fees collected - CC*				
Public Fund Now Acc	Independence Bk	#8142 Pooled Cash 998	$ 185,472,349	$ 2,160,475	$ 783,905	$ 188,416,728	42.8%	0	4.90%	n/a
					$ 13,488,326	*Property Taxes*				
					$ 2,728,863	*Sales Taxes*				
					$ -	*Bond Proceeds*				
					$ 17,053,843	*Permits*				
					$ 15,592,461	*Other revenues*				
					$ (29,773,604)	*Other -Payables*				
					$ (3,227,426)	*UTRWD Water/Wastewater*				
					$ (4,506,572)	*Payroll*				
					$ (10,571,986)	*CIP*				
					$ -	*Debt Payments*				
Public Fund Now Acc	Independence Bk	#0258 Old Acct	$ 43,548	$ 232	$ (0)	$ 43,779	0.0%	0	2.13%	n/a
Public Fund Now Acc	Independence Bk	#4191 Forfeiture	$ 210,377	$ 1,124	$ 1,244	$ 212,745	0.0%	0	2.13%	n/a
					$ 1,244	*Property Seizure*				
Public Fund Now Acc	Independence Bk	#9907 I&S Fund	$ 18,880,688	$ 104,568	$ 13,468,008	$ 32,453,264	7.4%	0	2.13%	n/a
					$ 13,468,008	*Property Taxes - I/S*				
Pooled	TexPool Prime**	#0007 GenFund 590	$ 62,590,657	$ 766,547	$ -	$ 63,357,205	14.4%	0	4.71%	n/a
Pooled	TexPool**	#0007 GenFund Acct (1)	$ 129,303,455	$ 1,549,290	$ -	$ 130,852,746	29.7%	0	4.58%	n/a
Pooled	TexPool**	#0006 W&S Acct	$ 3,737	$ 45	$ -	$ 3,782	0.0%	0	5.05%	n/a
		Total	$ 417,023,210	$ 4,708,783	$ 18,634,172	$ 440,366,165	100.0% avg		3.32%	

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*
***TexPool WAM 30 days as of 12.31.2024 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*
**** Three Month Average Interest Rate per Independent Financial's Bank Statements .*

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

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

Economic Summary – Q4 2024

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

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

At the start of the fourth quarter, less than two weeks after Fed officials began their easing campaign with a surprisingly bold half point cut, the bond market was pricing in 175 basis points of additional reductions for the upcoming year. The expectation was that labor conditions would continue to soften while inflation moved lower, allowing the Fed to gradually normalize interest rate policy.

As it turned out, neither scenario materialized. The outcome was a counter-intuitive *increase* in longer bond yields as investors recalibrated a higher path of future inflation and the Fed's likely response.

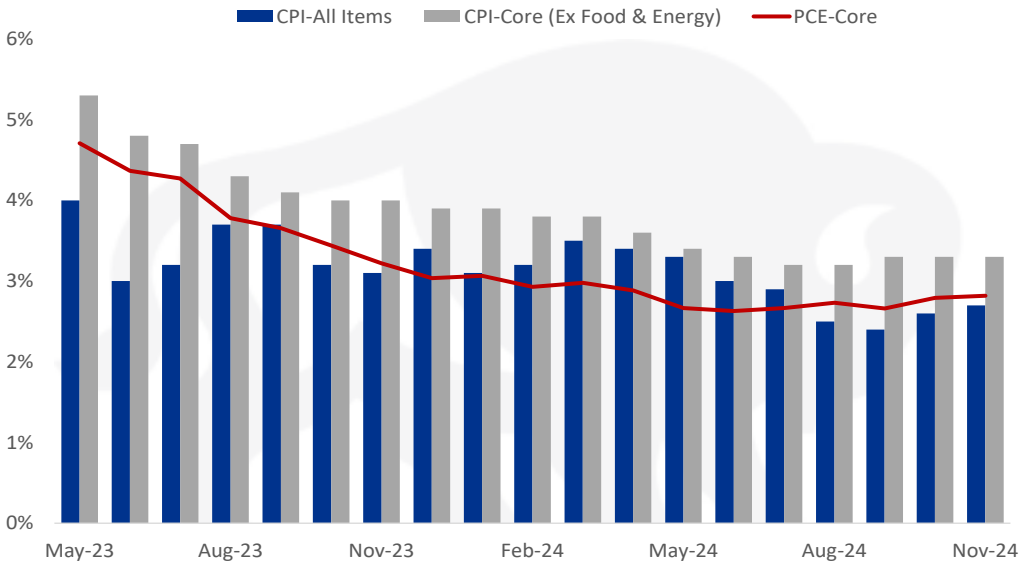
The November election brought a degree of certainty to the equity markets, but the bond market selloff accelerated further as investors grappled with proposed policies likely to further stoke inflationary pressure. Since high consumer prices were a determining factor in the election of Donald Trump, it's questionable how many of those promises will ultimately be kept if the result would be even higher prices.

Inflation

The U.S. economy is on track to grow at the fastest annual rate of any advanced country for the second consecutive year. This persistent strength has been an underreported factor in keeping inflation above the Fed's target and will ultimately delay efforts to bring the overnight target to neutral.

The November election brought a degree of certainty to the equity markets, but the bond market selloff accelerated further as investors grappled with proposed policies likely to further stoke inflationary pressure.

Inflation Indicators (year-over-year percent change)



Source: Bureau of Labor Statistics, Bureau of Economic Analysis

This persistent strength has been an underreported factor in keeping inflation above the Fed's target and will ultimately delay efforts to bring the overnight target to neutral.

Please see disclosure starting on page 6

The overall consumer price index (CPI) was up +0.3% in November, the highest monthly increase since April, boosting the annual rate up from +2.6% to +2.7%. Core CPI also rose +0.3% in November while the annual pace held frustratingly steady at +3.3% for a third straight month. There were trend-bucking price increases in new and used vehicles, groceries and gasoline, all combining to halt a string of deflation in the goods sector. However, there was a bright spot on the service side as shelter costs, the most stubborn of the inflationary components, logged the smallest annual gain in nearly four years.

Many U.S. cities are seeing significant incentives to rent for the first time in years.

The Fed's preferred inflation measure turned out to be more favorable than CPI. The personal consumption expenditures (PCE) index edged just +0.1% higher in November after two months of +0.2% gains. On a year-over-year basis, headline PCE came in slightly below forecast at +2.4%. More importantly, core PCE rose just +0.1% in November, the coolest since May, and +2.8% year-over-year (slightly below forecast.) This was an encouraging report, but the price trend established over the next several months will determine Fed policy going forward.

Tariffs could push prices higher in 2025, but if shelter costs continue to fall (as CPI had indicated), core inflation should eventually recede. There is quite a bit of evidence that the inventory of new homes has moved sharply higher in recent months, while the increased number of apartments on the market is creating advantages for renters. Many U.S. cities are seeing significant incentives to rent for the first time in years.

The incoming administration will encourage oil production, but producers have little incentive to increase drilling further as added supply would effectively lower profits.

Gasoline prices are down roughly $2 from the peak in 2022, with the national average for regular unleaded reaching $3.02 in late December. Crude oil production is at a record high and with tepid global growth expected, it's reasonable to expect pump prices to remain low. The incoming administration will encourage oil production, but producers have little incentive to increase drilling further as added supply would effectively lower profits.

New car prices are trending lower for the same reason, production has exceeded sales and dealer lots are filling up. Yearend discounting isn't nearly what it was before the pandemic, but it's back. Auto sales reached a 42-month high in November and were responsible for a majority of the rise in November retail sales. Used car prices are also trending lower as new car buyers trade-in their existing vehicles. Auto deflation, along with competitive rents, should exert downward pressure on overall consumer prices.

2023 was the worst year for home sales in 28 years and 2024 is on track to be even worse as there's been little apparent benefit (so far) from Fed rate cuts.

Housing conditions are expected to improve, but the bar is mighty low. 2023 was the worst year for home sales in 28 years and 2024 is on track to be even worse as there's been little apparent benefit (so far) from Fed rate cuts. In fact, the average 30-year fixed rate mortgage has actually increased by 75 bps since mid-September.

Roughly 60% of 50 million outstanding mortgages have rates below 4%, according to the Consumer Financial Protection Bureau. As a result, existing homes, which typically account for roughly 85% of all sales, continue to be restrained by the record low mortgage rates gifted during the pandemic.

The new home space is a different story. According to the National Association of Realtors, the U.S. is short by as many as 5 to 7 million homes. If builders had ample

capacity and resources, this might be a dream scenario. Unfortunately, the market for skilled workers is still historically tight, and construction is still an extremely labor intensive business. *The threat of mass deportation won't help.*

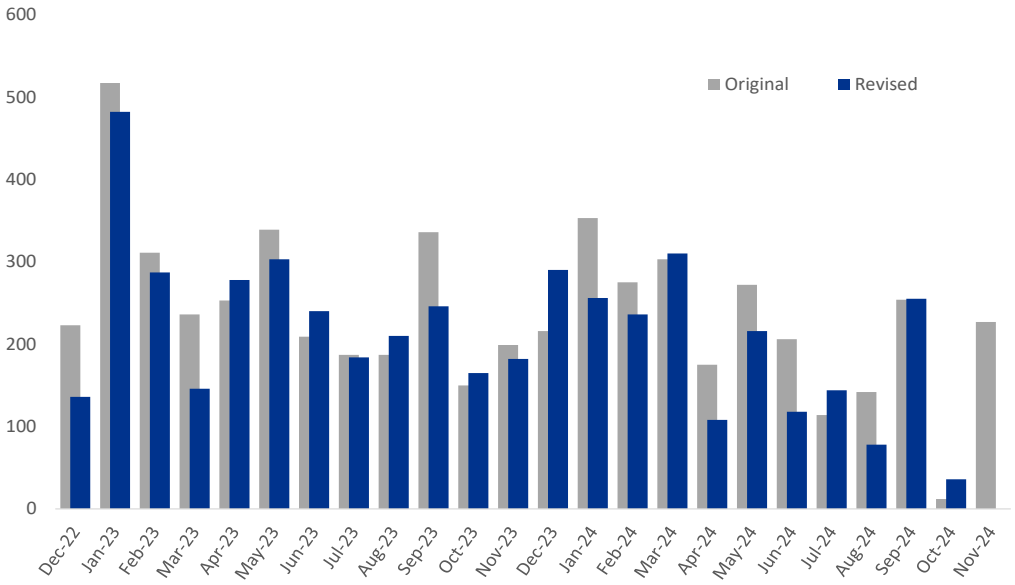
Employment

U.S. businesses added +227k jobs to company payrolls in November after a weak, storm-tinted October. The above forecast gain, along with upward revisions boosted the three-month average from +123k to +173k. In the separate household survey, the total number of employed workers in the U.S. fell by -355k to 161.1 million in November, while the civilian labor force declined by -193k. This combined to push the unemployment rate up from 4.1% to 4.2%, *still less than a percentage point above the five-decade low from early 2022.*

From the perspective of FOMC members, moderate softening of labor conditions should be acceptable as long as it eases wage pressure.

Looking forward, there's little short of economic collapse that would cause a significant rise in unemployment. Weekly jobless claims fell to a nine-month low during the last week of December, emphasizing the reluctance of employers to lay off workers when finding qualified replacements remains a challenge.

Non-Farm Payrolls Total Change (in thousands)



Source: Bureau of Labor Statistics

From the perspective of FOMC members, moderate softening of labor conditions should be acceptable as long as it eases wage pressure. The Atlanta Fed reported in December that the annual pace of wage growth is now *the slowest in three years*, pointing to lower costs in the labor-intensive service sector.

The Cleveland Fed's NowCast Inflation measure indicates December prices could edge slightly higher before seeing relief in 2025. Until then, bond rates will remain elevated, generating budget-strangling interest costs.

The Cleveland Fed's Inflation NowCast measure indicates December prices could edge slightly higher before seeing relief in 2025. Until then, bond rates will remain elevated, generating budget-strangling interest costs.

Within ten years, the Congressional Budget Office (CBO) forecasts the national debt

will exceed $50 trillion with annual interest payments nearly doubling to $1.7 trillion (Peterson Institute). By comparison, annual non-defense discretionary spending currently totals around $930 billion.

The incoming administration has created a Department of Government Efficiency (DOGE) led by Elon Musk and Vivek Ramaswamy. Musk and Ramaswamy have set a seemingly impossible goal of reducing annual spending by $2 trillion. Assuming mandatory spending programs are untouched (with the exception of reducing perceived waste), achieved efficiencies would come from the discretionary side of spending, where even complete elimination of all federal agencies would barely cut the $1.8 trillion 2024 fiscal year deficit in half.

Substantial cuts to federal spending would (in theory) slow economic growth, which would (in theory) curtail consumer demand which *should* lower inflation.

The more important takeaway from the December meeting was the updated dot plot which reflected just 50 basis points of expected reductions for both 2025 and 2026.

The Fed

Two days after the November election, the FOMC cut the overnight rate by a quarter point to a range of 4.50% to 4.75%. In the post-meeting press conference, reporters peppered the Fed Chairman with questions related to the Trump Administration's expected agenda and the committee's likely reaction. In response, Powell said election results would have no (immediate) impact on monetary policy, while admitting the incoming administration's implemented actions would likely affect the economy over time, and by extension *future* policy.

Powell did not reply to other election-related questions or a question regarding the Fed's continued independence under the new administration. When asked if he'd resign if asked to leave before his term expired in 2026, Powell was clear in saying "no," adding that a sitting president cannot legally remove a Fed Chairman.

Addressing a question about the recent rise in bond yields, Powell noted that the upward moves were less about rising inflation expectations and more about stronger economic growth. On the rapid increase in the national debt, Powell said it was both "unsustainable" and a "threat to the economy."

As other countries ease monetary policy, U.S. bonds will look more and more attractive to foreign investors, which could put downward pressure on Treasury yields going forward.

Six weeks later, the committee ignored the rebound in November payrolls and the uptick in CPI, cutting the overnight target range by another quarter point to a range of 4.25% to 4.50%. However, the more important takeaway from the December meeting was the updated dot plot which reflected just 50 basis points of expected reductions for both 2025 and 2026. Powell acknowledged that "a great deal of progress" had been made on inflation, but the decision had been a close call. He went on to say that although next year's policy moves would depend on continued labor market strength and the path of inflation, the committee expects further cuts.

Global central banks are on a similar (albeit faster) track. The Bank of Canada cut another 50 bps in December, bringing total reductions to 175 bps in response to soft growth, high unemployment, and an acceptable inflation rate. The European Central Bank also lowered its overnight target rate by 25 bps in December, the fourth cut since June,

pointing to a worsening growth outlook and slowing inflation. As other countries ease monetary policy, U.S. bonds will look more and more attractive to foreign investors, which could put downward pressure on Treasury yields going forward.

The Markets

Trump's embracing of crypto currency, promises of tax cuts and reduced regulation sparked a post-election equity market rally that sputtered into yearend after Powell signaled a more cautious approach. Despite the late fade, it was still another positive quarter in a year that saw 57 record highs for the S&P 500. Investments in exchange-traded funds (ETFs) increased by over $1 trillion in 2024, shattering the previous high, while a record $6.75 trillion in money market funds hints at capacity for further market gains.

The new year brings an unusually high degree of uncertainty, although most economic forecasts seem to be clustered within a cautiously narrow range, highlighting the challenges (and failures) of post-pandemic predicting.

Treasury yields rose during the quarter as inflation warmed, reducing the timing and magnitude of expected rate cuts.

Q4 Interest Rates

		Fed Funds	3 mo. T-bill	12 mo. T-bill	2 yr. T-note	5 yr. T-note	10 yr. T-note
Last	9/30/2024	4.75-5.00%	4.62%	4.00%	3.64%	3.56%	3.78%
High			4.65%	4.40%	4.37%	4.46%	4.63%
Low			4.27%	3.96%	3.60%	3.51%	3.73%
End	12/31/2024	4.25-4.50%	4.31%	4.14%	4.24%	4.38%	4.57%

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

Fiscal and monetary policy are likely to clash in 2025.

Economic and Interest Rate Outlook

The new year brings an unusually high degree of uncertainty, although most economic forecasts seem to be clustered within a cautiously narrow range, highlighting the challenges (and failures) of post-pandemic predicting.

Fed officials have emphasized that the FOMC expects to maintain its easing bias in 2025. A pause at the January meeting is widely-expected, but whether the committee is able to resume its rate cutting campaign in March will depend on several evolving factors.

It's very unlikely that worse case scenarios play out, but the threat alone should prompt voluntary departures and encourage fewer to enter the United States.

Reestablishing (and sustaining) the downward path of consumer prices is first priority. Fed officials would like to see a period of moderate GDP growth, while the incoming president would obviously prefer the economy accelerates further. *Fiscal and monetary policy are likely to clash in 2025.*

Tariff and mass deportation concerns are valid. The incoming president has promised tariff action on day one of his administration. Any major tariffs paid by U.S. companies would be quickly passed to consumers in the form of higher prices.

The deportation process would be infinitely more difficult to administer and would take an estimated decade to complete. It's very unlikely that worse case scenarios play out, but the threat alone should prompt voluntary departures and encourage fewer to enter the United States. The unintended consequences will be felt primarily in construction, agriculture and hospitality. According to the American Immigration Council, the construction industry employs the most undocumented immigrants, with roughly 13.7% of its workforce, while agriculture ranks second with around 12.7%.

Labor uncertainty signals more caution in future spending. Low income workers are already under considerable stress. With any pandemic savings long depleted, borrowing has been heavy, and the debt burden has begun to take a toll. Credit card charge-offs of seriously delinquent balances doubled during the first nine months of 2024 (BankRegData), while auto payments delinquent 90 days or more, have increased by 17.4% over the past year (New York Fed). According to Mark Zandi of Moody's Analytics, "High-income households are fine, but the bottom third of US consumers are tapped out." *Not a good recipe for economic growth or political resolve.*

Despite the bifurcation, the overall U.S. economy has been surprisingly resilient; it's global growth that's floundering.

Despite the bifurcation, the overall U.S. economy has been surprisingly resilient; it's global growth that's floundering. Germany, the largest economy in Europe, is expected to contract for the second straight year, while growth in France and Italy, the EU's second and third largest economies, is slowing. GDP growth in the UK was zero in the third quarter, while New Zealand has already slipped into recession.

China, historically a global growth engine, continues to sputter, with 2024 GDP expected below 5% for the first time since 1990 (pandemic years excluded). The Chinese government's capacity to stimulate growth is restricted by excessive debt. *Weakness in the global economy will limit growth in the U.S.*

Short rates reflect the Fed's prevailing monetary policy, but long rates reflect inflation expectations, future economic growth and rising awareness of a massive national debt. The fact that yields on longer maturities have risen sharply signals investors are demanding higher risk premiums.

The fact that yields on longer maturities have risen sharply signals investors are demanding higher risk premiums.

Bond yields *should* move lower in 2025, but the line won't be straight. Extreme uncertainty makes for a murky outlook with a wide range of possible outcomes.

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Quarterly Investment Report for the period ended December 31, 2024

City Council Meeting
February 11, 2025



OCTOBER 1– DECEMBER 31, 2024 - 1ST QTR FY 25

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

Major Categories of Revenue and Expenses

+ Development Fees	$17,053,843
+ Utility Payments	$4,367,950
+ Interest Earned	$4,708,783
+ Sales Tax Revenue	$2,728,863
+ Property Tax Payments	$26,956,334
+ Other Revenues	$15,606,770
- Capital Projects /AP	$40,345,590
- Payroll	$4,506,572
- UTRWD	$3,227,426

Ending balance for all City Accounts as of December 31, 2024 $440,366,165

Interest Rate Range from 2.13% - 5.05%

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:	Karla Stovall
Date:	February 11, 2025
Re:	Interlocal with Mustang SUD for Improvements Sutton Fields East

Action Requested:
Consider and act upon a Resolution approving and authorizing the Mayor to execute the Interlocal Cooperative Agreement between the City and Mustang Special Utility District in connection with the Sutton Fields East Public Improvement District Phase #2 and resolving other related matters. (Stovall)

Background Information:
The Sutton Fields East Phase 2 bond issuance in March includes planned water and sewer improvements that will be dedicated to Mustang SUD. Per Chapter 372.023, the inter-local agreement (ILA) with Mustang SUD outlines their responsibilities for ownership, operation, and maintenance. Previously, the ILA approval was part of the bond sale process.
However, Mustang SUD now requires the city to authorize the ILA's execution *before* they approve it, as they're the party assuming the ongoing obligations. Since this ILA will be needed for the final bond transaction, and the Mustang SUD board needs to meet before the bond closing, the resolution authorizing the Mayor to execute the ILA is proposed at the February 11th City Council meeting, even though the agreement's effective date is tied to the March bond sale.

The water and sewer improvements being constructed are described and depicted by the Preliminary Service and Assessment Plan (PSAP) attached to the inter-local agreement. The PSAP is attached to the inter-local agreement for description purposes only. The approval of the PSAP is scheduled during the Action section of the February 11, 2025 agenda.

Legal Review:
Bond Counsel and the City Attorney have completed their review.

Supporting Documents:

1. Sutton Fields East PID ILA Presentation
2. Celina Sutton Fields East PID Phase _2 2025 - Resolution Approving Interlocal Agreement (for 2.11 Agenda)

Financial Consideration:

N/A

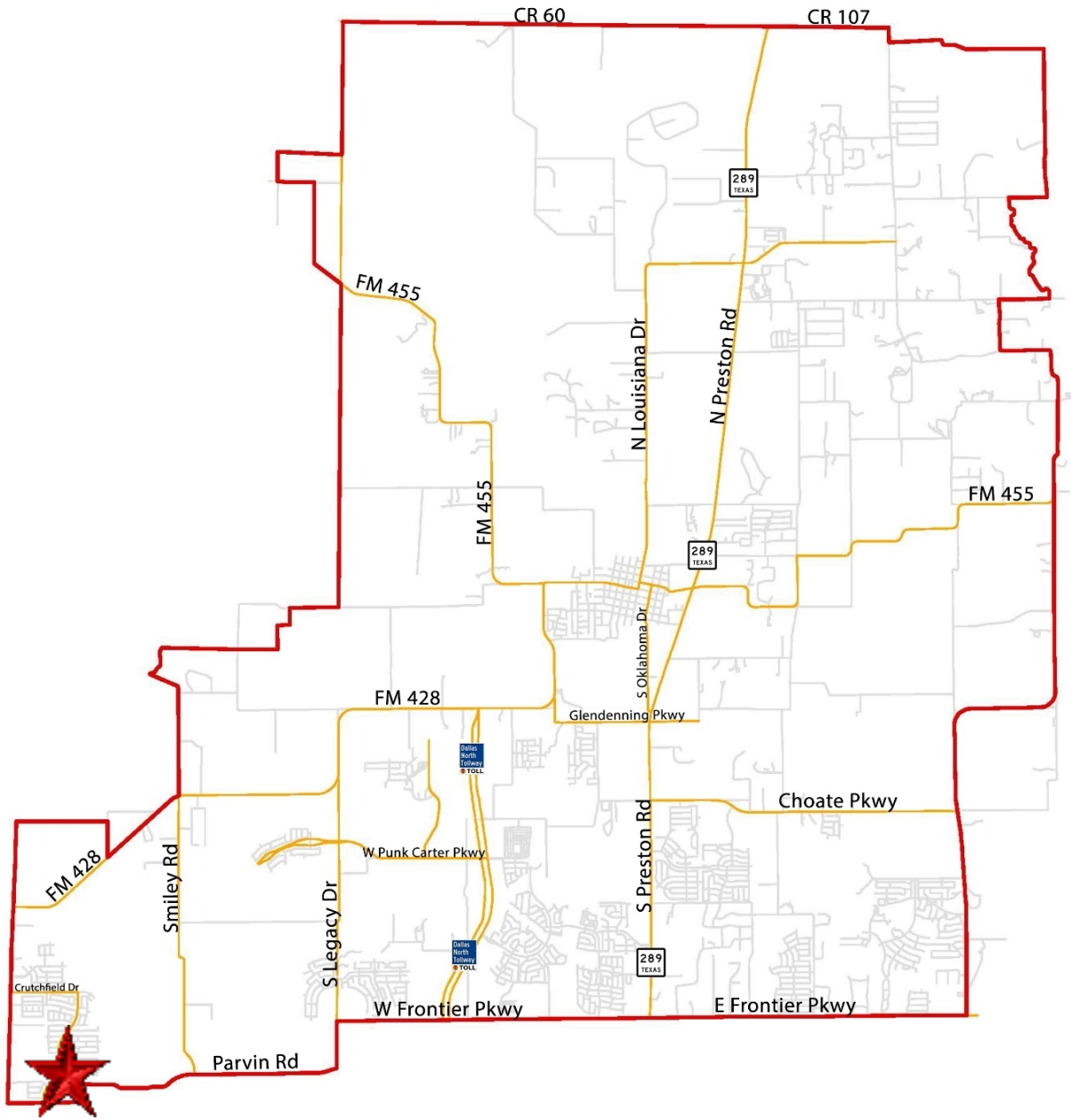
Staff Recommendation:

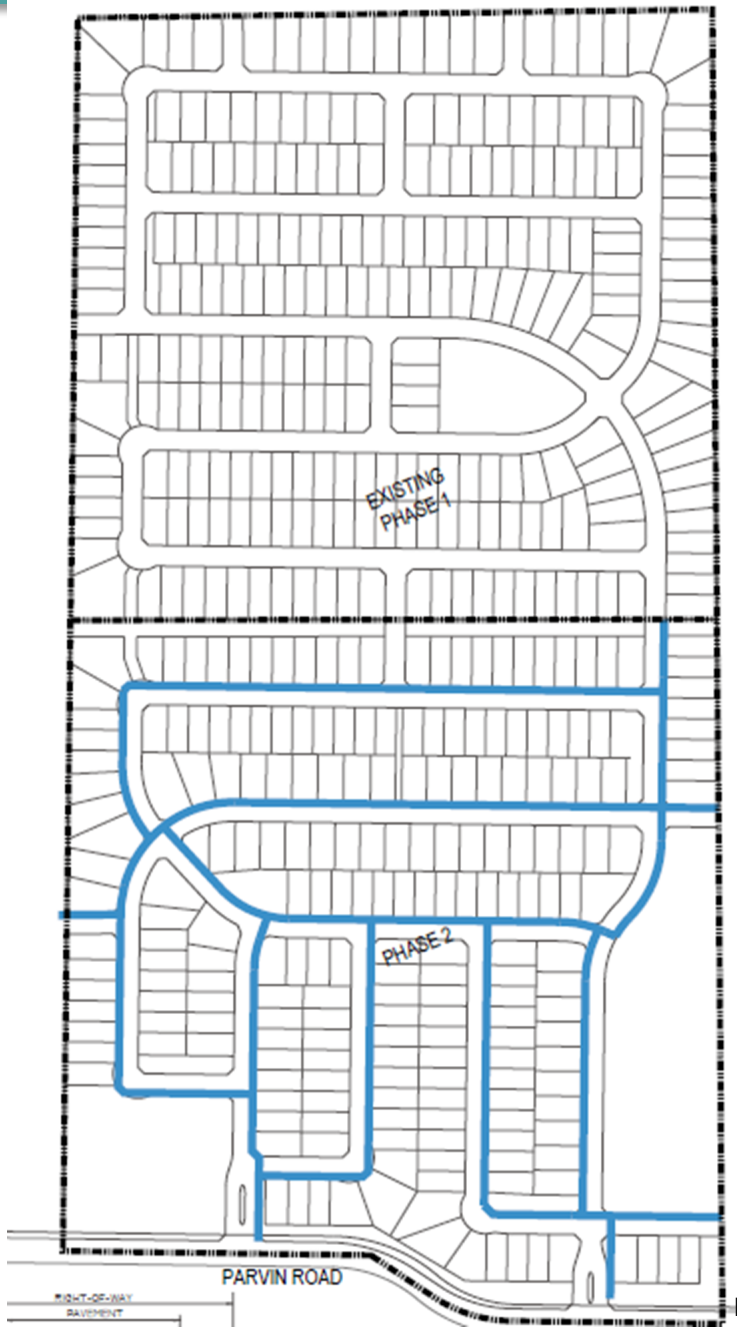
Staff recommends approval

SUTTON FIELDS EAST INTERLOCAL MUSTANG SUD

City Council
February 11, 2025




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


EXISTING PHASE 1
PHASE 2
PARVIN ROAD
RIGHT-OF-WAY
PAVEMENT

SUTTON FIELDS EAST PID

- There are currently two established Phases within the PID
  - 460 single family lots across the two Phases
- The Phase # 2 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the Phase # 2 levy.
- The Sutton Fields East Phase 2 bond issuance in March includes planned water and sewer improvements that will be dedicated to Mustang SUD.
  - Per Chapter 372.023, the inter-local agreement (ILA) with Mustang SUD outlines their responsibilities for ownership, operation, and maintenance.
  - Mustang SUD now requires the city to authorize the ILA's execution before they approve.

TIMELINE

- February 11, 2025 – Approving Interlocal Cooperative Agreement between the City and Mustang Special Utility District
- February 11, 2025 - Pre-SAP and calling a public hearing resolution,
- March 11, 2025 - Levy Ordinance for PID assessment
- March 11, 2025 - Tentative Bond Pricing for Phase # 2 bonds
- April 8, 2025 - Tentative Bond Ordinance for Phase # 2 bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2025 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN "INTERLOCAL COOPERATIVE AGREEMENT" BETWEEN THE CITY OF CELINA, TEXAS AND MUSTANG SPECIAL UTILITY DISTRICT; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, on October 12, 2021 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2021-96R creating the Sutton Fields East Public Improvement District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

WHEREAS, certain improvements being constructed for the benefit of the property within the PID will, upon completion, be dedicated to Mustang Special Utility District ("Mustang SUD") and Mustang SUD will own, operate, and maintain the improvements for the benefit of the homeowners in the PID as permitted by Chapter 372, as amended, Texas Local Government Code; and

WHEREAS, the City desires to approve the "Interlocal Cooperative Agreement" by and between the City and Mustang SUD to be effective as of March 11, 2025 (the "Agreement") which describes the dedication of the improvements and the obligations of Mustang SUD to own, operate and maintain the improvements; and

WHEREAS, the Agreement constitutes an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of the Agreement is hereby found and determined to be in the best interest of the residents of the PID; and

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

SECTION 1. The findings and premises contained in the preambles above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Agreement, in a form substantially similar to the agreement attached hereto as Exhibit A is hereby approved and the Mayor is authorized to execute such Agreement on behalf of the City.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signature page follows*]

ADOPTED, PASSED AND APPROVED, on this the 11th day of February, 2025**.**

Mayor

ATTEST:

City Secretary

(City Seal)

EXHIBIT A

INTERLOCAL COOPERATIVE AGREEMENT

INTERLOCAL COOPERATIVE AGREEMENT

This interlocal cooperative agreement (the *Agreement*), made to be effective as of the 11th day of March, 2025, is by and between the City of Celina, Texas, a Texas home-rule municipality (the *City*), and Mustang Special Utility District, a special utility district created pursuant to a special act of the Texas Legislature and political subdivision of the State of Texas (*Mustang SUD*), for the purpose of memorializing the terms pursuant to which certain public improvements within the Sutton Fields East Public Improvement District (the *District*) will be owned, operated and maintained by Mustang SUD. (The City and Mustang SUD may be referred to individually as a *Party* or collectively as the *Parties*).

RECITALS

WHEREAS, MM Sutton Fields East, LLC, a Texas limited liability company (including its designated successors and assigns, the *Developer*), is developing a total of approximately 110 acres of land currently located within the extraterritorial jurisdiction of the City (the *Property*); and

WHEREAS, in response to a petition filed by the Developer of the Property and by Resolution No. 2021-96R adopted by the City Council of the City (the *City Council*) on October 12, 2021, the City created the District to finance certain public improvements for the benefit of the Property (the *Public Improvements*), pursuant to and in accordance with the provisions of Chapter 372, as amended, Texas Local Government Code (*Chapter 372*); and

WHEREAS, the portion of the Public Improvements benefitting the second phase of the District (*Phase #2*, as defined in the Service and Assessment Plan) consisting of water and sanitary sewer improvements (the *Utilities*), as further described in the Service and Assessment Plan (the *Service and Assessment Plan*) in substantially the form attached hereto as Exhibit A and in the final form attached to the Ordinance adopted by the City on March 11, 2025 levying the assessments against the property located within Phase #2 of the District, are expected to be dedicated to and owned, operated, and maintained by Mustang SUD for the benefit of the residents of the District; and

WHEREAS, to memorialize the conditions by which Mustang SUD will own, operate and maintain the Utilities, the Parties hereto now desire to enter into this Agreement; and

WHEREAS, this Agreement shall constitute an interlocal cooperative agreement as authorized pursuant to the provisions of Chapter 791, as amended, Texas Government Code; and

WHEREAS, the adoption of this Agreement is hereby found and determined to be in the best interest of the residents of the District; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1: Definition and Use of Terms. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, (a) the capitalized terms

used but not defined in this Agreement shall have respective meanings assigned thereto in the Service and Assessment Plan, which definitions are hereby incorporated by reference for all purposes as though reproduced herein; (b) all references in this Agreement to designated *Sections, Schedules, Exhibits,* and other subdivisions are to the designated Sections, Schedules, Exhibits, and other subdivisions of this Agreement as originally adopted; and (c) the words *herein, hereof,* and *hereunder* and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision.

SECTION 2: Representations.

2.1 Representations of the City. The City hereby represents to the Parties that:

(a) The City is a political subdivision and a home-rule municipality under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

(b) The City has the power, authority, and legal right to enter into and perform under this Agreement and the execution, delivery, and performance hereof have been duly authorized.

(c) The City has the authority to own and operate the Utilities within the City's jurisdiction.

(d) The City has the authority to enter into an agreement with Mustang SUD for the provision of governmental services, including water and sanitary sewer services.

(e) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the City enforceable in accordance with its terms.

2.2 Representations of Mustang SUD. Mustang SUD hereby represents to the Parties that:

(a) Mustang SUD is a political subdivision and is duly authorized, created, and existing in good standing under the laws of the State of Texas and is duly qualified and authorized to carry out the governmental functions and operations as contemplated by this Agreement.

(b) Mustang SUD has the power, authority, and legal right to enter into and perform under this Agreement and the execution, delivery, and performance hereof have been duly authorized.

(c) Mustang SUD has the authority to own and operate the Utilities within the City's extraterritorial jurisdiction.

(d) Mustang SUD has a Certificate of Convenience and Necessity from the Texas Commission on Environmental Quality (*TCEQ*) necessary to provide retail water and sanitary sewer services to the Property.

(e) Mustang SUD has the authority to enter into an agreement with the City for the provision of governmental services, including water and sanitary sewer services.

(f) This Agreement has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of Mustang SUD enforceable in accordance with its terms.

SECTION 3: Findings. Each of the Parties hereby finds that the Utilities are being provided to or for the benefit of the residents of the District located within the extraterritorial jurisdiction of the City.

SECTION 4: Agreement of the Parties. The Parties hereby agree that the Developer will construct the Utilities pursuant to the Service and Assessment Plan and applicable City, Mustang SUD, and TCEQ standards. In consideration for Mustang SUD's ownership, operation and maintenance of the Utilities in accordance with the terms of this Agreement, the Utilities will be conveyed to Mustang SUD upon completion, final inspection and acceptance by Mustang SUD. Other than the consideration referenced in this Section, no additional consideration will be required in connection with such conveyance.

SECTION 5: Term of this Agreement. This Agreement shall be for a term of 31 years or until any bonds (or refunding bonds issued to refund any bonds) issued to finance the construction of the Utilities are no longer outstanding.

SECTION 6: Obligations of Mustang SUD. The obligations of Mustang SUD pursuant to the terms of this Agreement shall be limited to the provision of water and sanitary sewer services to the residents of the District through the ownership, operation and maintenance of the Utilities, subject to and in accordance with any applicable regulatory rules and regulations (including Mustang SUD's rules and regulations).

SECTION 7: Liability of the City. To the extent not limited by State law, neither the City nor any director, officer, employee, or agent of the City shall be responsible for any liability arising from the Utilities or this Agreement.

SECTION 8: Amendment. This Agreement may be amended, modified, revised or changed by written instrument executed by all the Parties.

SECTION 9: Addresses and Notice. Unless otherwise provided herein, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called *Notice*) herein provided or permitted to be given, made or accepted by any Party to any other Party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same to an officer of such Party, or by prepaid telegram when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner

hereinabove described shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purposes of notice, the addresses of the Parties hereto shall, until changed as hereinafter provided, be as follows:

A. If to the City, to:

City of Celina, Texas
142 North Ohio Street
Celina, Texas 75009
Attention: City Manager

With a copy to:

Norton Rose Fulbright US LLP
Attn: Robert Dransfield
2200 Ross Avenue, Suite 3600
Dallas, Texas 75201
Facsimile: (214) 855-8200

D. If to Mustang SUD, to:

Mustang Special Utility District
Attn: General Manager
7985 F.M. 2931
Aubrey, Texas 76227

The Parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other Parties hereto.

SECTION 10: Counterparts. This Agreement may be executed in any number of counterparts, each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute one and the same instrument.

SECTION 11: Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and fully supersedes all prior agreements and understandings between the Parties pertaining to such subject matter.

SECTION 12: Captions. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any Section or any Subsection hereof.

SECTION 13: Incorporation of Preamble Recitals. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Agreement for all purposes and are adopted as a part of the judgment and findings of the respective governing body of each party hereto.

SECTION 14: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Agreement are hereby repealed to the extent of such conflict, and the provisions of this Agreement shall be and remain controlling as to the matters provided herein.

SECTION 15: Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 16: Jurisdiction and Venue. Jurisdiction and venue for any action to enforce or construe this Agreement shall be exclusively vested in the State District Court located in Denton County, Texas.

SECTION 17: Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Parties hereby declare that this Agreement would have been enacted without such invalid provision.

SECTION 18: Construction. Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Agreement and all the terms and provisions hereof shall be constructed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.

SECTION 19: Compliance with Texas Open Meetings Act. It is officially found, determined, and declared that the meeting of each governing body of the Parties at which this Agreement was 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 Agreement, was given, all as required by Chapter 551, as amended, Texas Government Code.

[The remainder of this page intentionally left blank.]

CITY OF CELINA, TEXAS

_____

Mayor

Attest:

_____

City Secretary

[CITY SEAL]

MUSTANG SPECIAL UTILITY
DISTRICT

_____
President, Board of Directors

Attest:

_____
Secretary/Treasurer, Board of Directors

(SEAL)

EXHIBIT A

SERVICE AND ASSESSMENT PLAN
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

CELINA TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

January 11, 2021, and updated for Phase #2 on

February 11, 2025.

PREPARED BY:

MUNICAP, INC.

PUBLIC FINANCE

SUTTON FIELDS EAST
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 12, 2021, (the "Creation Date") the City Council of the City of Celina Texas (the "City"), Texas passed and approved Resolution No. 2021-96R approving and authorizing the creation of the Sutton Fields East Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Sutton Fields East Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is currently included as Appendix G and Appendix H of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G and Appendix H, 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 with respect to any portion of an Assessment securing series of Bonds, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means, as applicable, the Phase #1 Assessment Roll and Phase #2 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from

time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Denton County, Texas.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Sutton Fields East, LLC, a Texas limited liability company.

"Development Agreement" means that certain Sutton Fields East Development Agreement by and between the City and the Developer, approved by the City on August 10, 2021, related to development of the property within the PID, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"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.

"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 as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Mustang SUD" means 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.D.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of 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 or upon the execution of a 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 and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

"Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues. The term Phase #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #1 Improvements currently being constructed pursuant to the Phase #1 Reimbursement Agreement and which, if issued, will also be secured by the Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $43,378.06
Lot Type 2 (50 Ft) - $36,148.38

"Phase #1 Reimbursement Agreement" means that certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement dated as of January 11, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #1 Improvements and the City agrees to reimburse the Developer from a portion of the Phase #1 Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act; provided however the Phase #1 Assessment Revenues shall first be used to pay amounts due on the Phase #1 Bonds prior to paying amounts due under the Phase #1 Reimbursement Agreement.

"Phase #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 H.

"Phase #2 Assessed Property" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

"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 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 Bonds or in connection with any Annual Service Plan Update.

"Phase #2 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Sutton Fields East Public Improvement District Phase #2 Project) that are secured primarily by Phase #2 Assessment Revenues. The term Phase #2 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #2 Improvements currently

being constructed pursuant to the Phase #2 Reimbursement Agreement and which, if issued, will also be secured by the Phase #2 Assessment Revenues.

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property, which are described in Section III.

"Phase #2 Maximum Assessment Per Unit" means for Phase #2, an Assessment per unit related to the Phase #2 Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $63,121.04
Lot Type 2 (50 Ft) - $53,769.77

"Phase #2 Reimbursement Agreement" means that certain Sutton Fields East Public Improvement District Phase #2 Reimbursement Agreement dated as of March 11, 2025 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #2 Improvements and the City agrees to reimburse the Developer from a portion of the Phase #2 Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act; provided however the Phase #2 Assessment Revenues shall first be used to pay amounts due on the Phase #2 Bonds prior to paying amounts due under the Phase #2 Reimbursement Agreement.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, 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 Sutton Fields East Public Improvement District 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. 14" means the Tax Increment Reinvestment Zone No. 14, City of Celina, Texas.

"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. 14 Project Plan and Financing Plan (including amendments or supplements thereto).

"TIRZ Revenues" mean, for each year, the amounts paid by the City and the County, if any, from TIRZ No. 14 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment on Parcels within the PID, as calculated each year by the Administrator in collaboration with the City and the County (in the event of County participation), in accordance with Section V of this Service and Assessment Plan.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 110 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 460 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.1
Proposed Development - Original

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

The property within the PID was revised in 2025 and is proposed to be developed as follows:

Table II-A.2
Proposed Development – 2025 Revised

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	89	Units
Single-Family - 50 Ft	371	Units
Total	**460**	**Units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 52 acres and consists of 246 single family residential units, developed as Phase #1, as further described in Section III. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 is developed as follows:

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Table II-B
Actual Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	44	Units
Single-Family - 50 Ft	202	Units
Total	**246**	**Units**

C. Property Included in Phase #2

Phase #2 consists of approximately 57.861 acres and is projected to consist of 214 single family residential units, to be developed as Phase #2, as further described in Section III. A map of the property within Phase #2 is shown in Appendix A.

The property within Phase #2 is proposed to be developed as follows:

Table II-C
Proposed Development – Phase #2

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	45	Units
Single-Family - 50 Ft	169	Units
Total	**214**	**Units**

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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 shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Improvements are shown in Table III-A. The costs shown in Table III-A are actual and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Phase #1 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 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, which includes waterlines, valves, fire hydrants, 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 in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the 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.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #1 Improvements consist of site preparation, district formation costs, and other soft costs.

Table III-A
Actual Authorized Improvement Costs – Phase #1

Authorized Improvements	Original Budget	Budget Revisions	Total[1]
Roadway improvements	$1,777,930	$1,135,059	$2,912,989
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$2,379,539	($833,926)	$1,545,613
Total Authorized Improvements	**$7,471,074**	**$301,133**	**$7,772,207**

[1]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 does not change.

C. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #2 Improvements 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.

Roadway Improvements

The road improvement portion of the Phase #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 Phase #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 Phase #2 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #2 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #2 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

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Storm Drainage Improvements

The storm drainage improvement portion of the Phase #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Phase #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 Improvements

The other soft and miscellaneous portion of the Phase #2 Improvements consist of site preparation, district formation costs, and other soft costs.

Table III-B
Estimated Authorized Improvement Costs – Phase #2

Authorized Improvements	Total[1]
Roadway improvements	$2,748,859
Water improvements	$906,887
Sanitary sewer improvements	$1,181,713
Storm drainage improvements	$1,151,978
Other soft and miscellaneous costs	$3,232,101
Total Authorized Improvements	**$9,221,538**

[1]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 Authorized Improvements amount does not change.

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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 Phase #1 Improvements were completed and accepted by the City in the 3rd quarter of 2024. It is anticipated that the Phase #2 Improvements will be completed and accepted by the City in the 2nd quarter of 2026.

The Actual Costs for the Phase #1 Improvements and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 and selling the Phase #1 Bonds are $9,484,850 as shown in Table IV-A.2. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Budgeted Costs for the Phase #2 Improvements and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #2 and selling the Phase #2 Bonds are $11,927,538 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

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Table IV-A.1
Estimated Sources and Uses – Phase #1 - Original

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount (Phase #1 Bonds)	$8,060,000	$0	$8,060,000
Assessment amount (Phase #1 Reimbursement Agreement)	$0	$1,100,000	$1,100,000
Plus: original issue discount	($4,013)	$0	($4,013)
Other funding sources[1]	$0	$27,730	$27,730
Total Sources	**$8,055,987**	**$1,127,730**	**$9,183,717**
Uses of Funds			
Authorized Improvements[3]:			
Roadway improvements	$1,777,930	$0	$1,777,930
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$1,251,809	$1,127,730	$2,379,539
Subtotal	*$6,343,344*	*$1,127,730*	*$7,471,074*
Bond Issuance Costs:			
Cost of issuance	$441,000	$0	$441,000
Capitalized interest	$495,456	$0	$495,456
Reserve fund	$489,388	$0	$489,388
Administrative Expense	$45,000	$0	$45,000
Underwriter's discount	$241,800	$0	$241,800
Subtotal	*$1,712,643*	*$0*	*$1,712,643*
Total Uses	**$8,055,987**	**$1,127,730**	**$9,183,717**

[1]The other funding sources represent projects costs of the Phase #1 Improvements paid by the Developer without reimbursement from the City.
[2] These funds will be made available at the time of closing the Phase #1 Bonds.
[3] See Table III-A for details.

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Table IV-A.2
Actual Sources and Uses – Phase #1 – Revised 2025

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount (Phase #1 Bonds)	$8,060,000	$0	$8,060,000
Assessment amount (Phase #1 Reimbursement Agreement)	$0	$1,100,000	$1,100,000
Plus: original issue discount	($4,013)	$0	($4,013)
Other funding sources[1]	$0	$328,863	$328,863
Total Sources	**$8,055,987**	**$1,428,863**	**$9,484,850**
Uses of Funds			
Authorized Improvements[2,3]:			
Roadway improvements	$1,777,930	$1,135,059	$2,912,989
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$1,251,809	$293,804	$1,545,613
Subtotal	*$6,343,344*	*$1,428,863*	*$7,772,207*
Bond Issuance Costs:			
Cost of issuance	$441,000	$0	$441,000
Capitalized interest	$495,456	$0	$495,456
Reserve fund	$489,388	$0	$489,388
Administrative Expense	$45,000	$0	$45,000
Underwriter's discount	$241,800	$0	$241,800
Subtotal	*$1,712,643*	*$0*	*$1,712,643*
Total Uses	**$8,055,987**	**$1,428,863**	**$9,484,850**

[1]The other funding sources represent projects costs of the Phase #1 Improvements paid by the Developer without reimbursement from the City.
[2]See Table III-A for details.
[3]The Authorized Improvements have been updated with Actual Costs.

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Table IV-B
Estimated Sources and Uses – Phase #2

Sources of Funds	Phase #2 Bonds	Phase #2 Reimbursement Agreement	Total
Par amount (Phase #2 Bonds)	$10,250,000	$0	$10,250,000
Assessment amount (Phase #2 Reimbursement Agreement)	$0	$1,677,538	$1,677,538
Other funding sources[1]	$0	$0	$0
Total Sources	**$10,250,000**	**$1,677,538**	**$11,927,538**
Uses of Funds			
Authorized Improvements[2]:			
Roadway improvements	$2,248,800	$500,059	$2,748,859
Water improvements	$741,911	$164,977	$906,887
Sanitary sewer improvements	$966,742	$214,972	$1,181,713
Storm drainage improvements	$942,415	$209,562	$1,151,978
Other soft and miscellaneous costs	$2,644,133	$587,968	$3,232,101
Subtotal	*$7,544,000*	*$1,677,538*	*$9,221,538*
Bond Issuance Costs:			
Cost of issuance	$615,000	$0	$615,000
Capitalized interest	$922,500	$0	$922,500
Reserve fund	$761,000	$0	$761,000
Administrative Expense	$100,000	$0	$100,000
Underwriter's discount	$307,500	$0	$307,500
Subtotal	*$2,706,000*	*$0*	*$2,706,000*
Total Uses	**$10,250,000**	**$1,677,538**	**$11,927,538**

[1]The other funding sources represent projects costs of the Phase #2 Improvements to be paid by the Developer without reimbursement from the City.
[2]See Table III-B for details.

B. FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C
Five Year Service Plan
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2022-2024	$9,183,717	$9,160,000	$27,730	$774,228
2025	$301,133	$0	$301,133	$617,988
2026	$0	$0	$0	$640,460
2027	$0	$0	$0	$639,751
2028	$0	$0	$0	$639,831
2029	$0	$0	$0	$639,948
Total	**$9,484,850**	**$9,160,000**	**$328,863**	**$3,952,206**

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Improvements shown in Table III-A, and the costs associated with creating the PID and issuing the Phase #1 Bonds. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness for Phase #2 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Five Year Service Plan
Annual Projected Costs and Annual Projected Indebtedness – Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2025	$11,927,538	$11,927,538	$0	$0
2026	$0	$0	$0	$185,974
2027	$0	$0	$0	$998,035
2028	$0	$0	$0	$998,566
2029	$0	$0	$0	$997,475
2030	$0	$0	$0	$996,826
Total	**$11,927,538**	**$11,927,538**	**$0**	**$4,176,876**

[1]Administrative Expenses for the year 2025 and 2026 are being funded with PID Bond proceeds, and interest on the PID Bonds for year 2025and 2026 are being funded with capitalized interest.

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The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #2 Improvements shown in Table III-B, and the costs associated with creating the PID and issuing the Phase #2 Bonds. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance and approval of the Phase #1 Bonds and the Phase #1 Reimbursement Agreement and the Phase #2 Bonds and the Phase #2 Reimbursement Agreement no future financings are anticipated, with the exception of the potential refinancing amounts due under the Phase #1 Reimbursement Agreement and the Phase #2 Reimbursement Agreement with respect to the Phase #1 Improvements and Phase #2 Improvements, respectively.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The estimated costs of the Authorized Improvements shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v)

the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1 and Phase #2 of the PID as a result of the Phase #1 Improvements and Phase #2 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phase #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Improvements and Phase #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A and Table IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The 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. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Phase #1 Improvements

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements 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 within Phase #1 based on the estimated number of Equivalent Units developed on each Parcel.

Based on the Actual Costs of the Phase #1 Improvements, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Phase #2 Improvements

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements to be financed with the Phase #2 Bonds and Phase #2 Reimbursement Agreement shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #2 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #2, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within 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.

D. ASSESSMENTS

The Assessments will be levied on each Parcel within Phase #1 and Phase #2 according to the Assessment Rolls, attached hereto as Appendix G and Appendix H. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. 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.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments that secure the Phase #1 Bonds and Phase #2 Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 Bonds and Phase #2 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 Phase #1 Bonds and Phase #2 Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the

Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

G. TIRZ Annual Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 13.22% of the City's increments generated from each Parcel in the PID to offset a portion of such Parcel's Assessments annually (the "TIRZ Annual Credit"). Currently the County is not participating in TIRZ No. 14. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any TIRZ Annual Credit applicable to the Parcel in the PID then on deposit in TIRZ No. 14 tax increment fund. The TIRZ Annual Credit applicable to each Parcel in the PID 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 PHASE #1

The Assessment and Annual Installments for each Phase #1 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 shall be collected from the 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 Phase #1. The Annual Installment for each Parcel in Phase #1 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Phase #2 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.

The Annual Installments shall be collected from the Phase #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #2 Bonds and Phase #2 Reimbursement Agreement (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to Phase #2. The Annual Installment for each Parcel in Phase #2 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel

D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or Phase #2 Maximum Assessment per Unit, as applicable and as 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 Phase #1 Maximum Assessment per Unit or Phase #2 Maximum Assessment per Unit, as applicable and as, calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/ or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/ or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/ or the obligations under a reimbursement agreement may be reduced as provided in the Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/ or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/ or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/ or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/ or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/ or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/ or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/ or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/ or reimbursement agreement.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(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.

(e) For purposes or Prepayments, the amounts due under the Phase #1 Reimbursement Agreement or the Phase #2 Reimbursement Agreement will remain subordinated to the Phase #1 Bonds and Phase #2 Bonds, respectively. For purposes of Prepayments, additional Bonds issued to refinance all or a portion of the amounts due under the Phase #1 Reimbursement Agreement or Phase #2 Reimbursement Agreement will be on parity with the Phase #1 Bonds or Phase #2 Bonds, as applicable.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Phase #1

Each Assessment levied against Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds (and the applicable Additional Interest) and the Phase #1 Reimbursement Agreement, as applicable, and as described below. 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% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051), and, with respect to the portion of the Assessment to be collected from the Phase #1 Assessed Property to secure the Phase #1 Bonds, Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Phase #1

Assessed Property that secure the Phase #1 Reimbursement Agreement shall be paid based on an interest rate of 4.41% per annum for years 1 through 29 (2023-2051) in accordance with the Phase #1 Reimbursement Agreement. The portion of the Assessment levied against the Phase #1 Assessed Property and securing the Phase #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #1 Assessed Property was 2.41%. The City has determined that the portion of the Assessments that secure the City's obligation under the Phase #1 Reimbursement Agreement shall bear interest at the interest rate of 4.41% per annum for years 1 through 29 (2023-2051), which rates are equal to or less than the initial maximum allowable rate of interest of 4.41% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.41%. Furthermore, the Annual Installments collected from Phase #1 Assessed Property may not exceed the amounts shown on the Phase #1 Assessment Roll, as may be updated in an Annual Service Plan Update.

The Annual Installments collected from the Phase #1 Assessed Property shall be reduced to equal the actual costs of repaying the Phase #1 Bonds (including Additional Interest) and/ or Phase #1 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Phase #2

Each Assessment levied against Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #2 Bonds (and the applicable Additional Interest) and the Phase #2 Reimbursement Agreement, as applicable, and as described below. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #2 based on an estimated interest rate of 6.00% in years 1 through 30 (2025-2055), and, with respect to the portion of the Assessment to be collected from the Phase #2 Assessed Property to secure the Phase #2 Bonds, an Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Phase #2 Assessed Property that secure the Phase #2 Reimbursement Agreement shall be paid based on an estimated interest rate of 6.35% per annum for years 1 through 30 (2025-2055) in accordance with the Phase #2 Reimbursement Agreement. The portion of the Assessment levied against Phase #2 Assessed Property and securing the Phase #2 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 4.35%. The City has determined that the

portion of the Assessments that secure the City's obligation under the Phase #2 Reimbursement Agreement shall bear interest at the estimated interest rate of 6.35% per annum for years 1 through 30 (2025-2055), which rates are equal to or less than the initial maximum allowable rate of interest of 6.35% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.35%. Furthermore, the Annual Installments collected from Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll, shown as Appendix H, will be updated with the actual interest rates on the Phase #2 Bonds and the applicable rates for the Phase #2 Reimbursement Agreement.

The Annual Installments collected from Phase #2 Assessed Property shall be reduced to equal the actual costs of repaying the Phase #2 Bonds and/ or Phase #2 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve and for Parcels located within Phase #1 and Phase #2, any applicable TIRZ Annual Credit. 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.

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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 and the Phase #1 Reimbursement Agreement were due when billed and were delinquent if not paid prior to February 1, 2023.

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 Phase #2 Bonds and the Phase #2 Reimbursement Agreement will be due when billed and will be delinquent if not paid prior to February 1, 2027.

H. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds remain after all of the Phase #1 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

I. SURPLUS FUNDS REMAINING IN THE PHASE # 2 BOND ACCOUNT

If proceeds from the Phase #2 Bonds remain after all of the Phase #2 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. 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 Improvements. Table VII-A summarizes the $9,488,863 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements (including both the portion paid from proceeds of the Phase #1 Bonds as well as from funds contributed under the Phase #1 Reimbursement Agreement), the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the principal amount due pursuant to the terms of the Phase #1 Reimbursement Agreement is, collectively, $9,160,000, which is less than the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $9,160,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary – Phase #1

Special Benefit	Total Cost
Total Authorized Improvements[1]	$7,772,207
Plus: Original Issue Discount	$4,013
Subtotal	$7,776,220
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$441,000
Capitalized interest	$495,456
Reserve fund	$489,388
Administrative Expense	$45,000
Underwriter's discount	$241,800
Subtotal Estimated Bond Issuance Costs	*$1,712,643*
Total Special Benefit	**$9,488,863**
Special Benefit:	
Total Special Benefit	$9,488,863
Projected Assessment	$9,160,000
Excess Benefit	**$328,863**

[1]See Table III-A for details.

B. PHASE #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #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 Phase #2.

The Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Phase #2 Improvements. Table VII-B summarizes the $11,927,538 in special benefit received by the Phase #2 Assessed Property from the Phase #2 Improvements (including both the portion to be paid from proceeds of the Phase #2 Bonds as well as from funds contributed under the Phase #2 Reimbursement Agreement), the costs of the PID formation, and the Phase #2 Bond issuance costs. The par amount of the Phase #2 Bonds and the principal amount due pursuant to the terms of the Phase #2 Reimbursement Agreement is, collectively, $11,927,538, which is less than the benefit received by the Phase #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is $11,927,538 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #2 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Special Benefit Summary – Phase #2

Special Benefit	Total Cost
Total Authorized Improvements[1]	$9,221,538
Estimated PID Formation/Bond Costs of Issuance:	
Cost of issuance	$615,000
Capitalized interest	$922,500
Reserve fund	$761,000
Administrative Expense	$100,000
Underwriter's discount	$307,500
Subtotal Estimated Bond Issuance Costs	*$2,706,000*
Total Special Benefit	**$11,927,538**
Special Benefit:	
Total Special Benefit	$11,927,538
Projected Assessment	$11,927,538
Excess Benefit	**$0**

[1]See Table III-B for details.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll and Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the

Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

Whenever Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify 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.

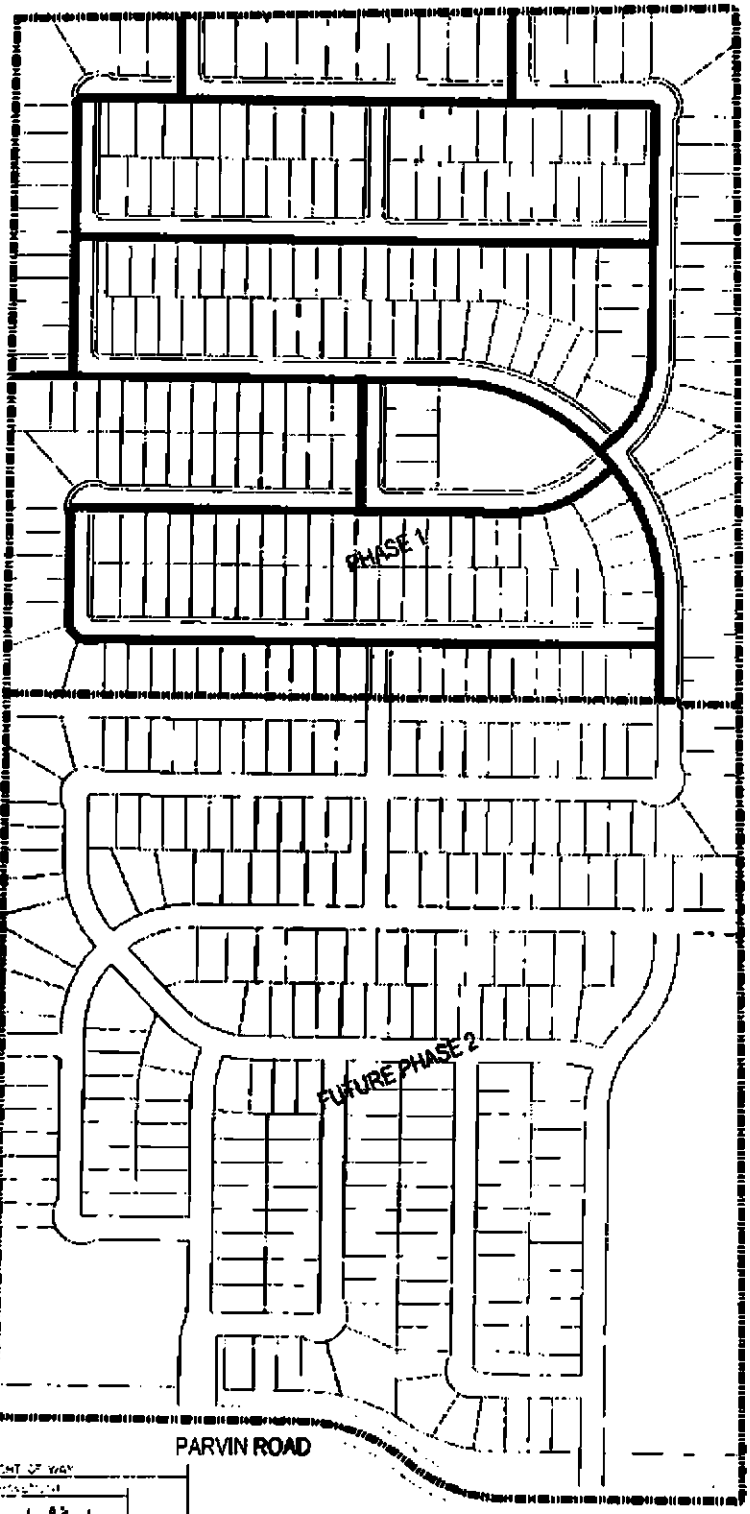
E. Severability

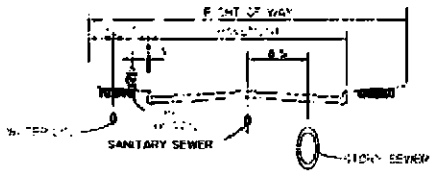
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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





TYPICAL SEWER LOCATION

WATER LINE

PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA



Sutton Fields East Concept Plan 6

data summary

Gross Site Area:		110 AC.
	Acres	Gross %
Residential Lots	93.9	85%
Public Open Space	8.3	8%
Detention	7.8	7%
Residential Product Type:	Lots	%
50'x 115' Lot	363	81%
60'x 115' Lot	87	19%
Total Lots	450	100%

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SUTTON FIELDS EAST DEVELOPMENT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=300'
DATE: JULY 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\05-CAD\04-EXHIBITS\201908-08Sutton Fields East Concept Plan 07262021.dwg Jul 26,2021 - 1:24 pm chancock

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: Sutton Fields East
PHASES: Full Development
CITY OR TOWN: Celina ETJ

BARRAZA CONSULTING GROUP, LLC
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GROSS ACREAGE:	110.4
NET ACREAGE:	110.4
TOTAL LOTS:	**450**
TOTAL DENSITY:	4.08
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	06/03/21
REVISED:	**11/05/21**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 2**	**NOTES**
1	Site Preparation	$ 1,663,803	$ 810,468	$ 853,335	
2	Water System	$ 1,755,790	$ 753,000	$ 1,002,790	
3	Sanitary Sewer System	$ 1,465,970	$ 829,945	$ 636,025	
4	Storm Drain System	$ 3,283,930	$ 1,730,660	$ 1,553,270	
5	Roadway Improvements	$ 4,965,685	$ 1,777,930	$ 3,187,755	
6	Screening Walls & Landscaping	$ 172,518	$ -	$ 172,518	
7	Park Amenities & Trails	$ 197,400	$ 3,000	$ 194,400	
8	Prof. & Other Soft Cost	$ 2,452,829	$ 1,166,071	$ 1,286,758	
9	Contingency 0%	$ 321,491	$ -	$ 321,491	
10	District Formation/ Legal/ Consulting	$ 800,000	$ 400,000	$ 400,000	
		$ 17,079,416	$ 7,471,074	$ 9,608,342	

Major Improvements Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ -			
2	Water System	$ -			
3	Sanitary Sewer System	$ -			
4	Storm Drain System	$ -			
5	Roadway Improvements	$ -			
6	Screening Walls	$ -			
7	Landscape & Hardscape	$ -			
8	Park Amenities & Trails	$ -			
9	Prof. & Other Soft Cost	$ -			
10	Contingency 0%	$ -			
12	District Formation Costs	$ -			
13		$ -			
		$ -	$ -	$ -	

Private Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ 1,203,750	$ 655,375	$ 548,375	
2	Water System	$ -	$ -	$ -	
3	Sanitary Sewer System	$ -	$ -	$ -	
4	Storm Drain System	$ -	$ -	$ -	
5	Roadway Improvements	$ -	$ -	$ -	
6	Screening & Retaining Walls	$ 872,278	$ 302,200	$ 570,078	
7	Franchise Utilities & Street Lights	$ 1,450,000	$ 785,000	$ 665,000	
8	Park Amenities & Trails	$ 254,400	$ 30,000	$ 224,400	
9	Prof. & Other Soft Cost	$ 493,384	$ 258,783	$ 234,601	
10	Contingency 0%	$ 213,691	$ 101,568	$ 112,123	
11		$ -	$ -	$ -	
		$ 4,487,503	$ 2,132,926	$ 2,354,577	
TOTALS		***$ 21,566,919***	***$ 9,604,000***	***$ 11,962,920***	
per lot		***$ 47,926***	***$ 39,200***	***$ 58,356***	
	50' Lots	363	203	160	
	60' Lots	87	42	45	
	Total Lots	***450***	***245***	***205***	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

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: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Tree Mitigation, Impact Fees, Flood Studies, Environmental, Wetlands, SWPPP Administration, or Traffic Studies.

COMMUNITY NAME: Sutton Fields East
PHASES: 2
CITY OR TOWN: Celina

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GROSS ACREAGE:	57.9
NET ACREAGE:	45.3
TOTAL LOTS:	**214**
TOTAL DENSITY:	4.73
LANDPLAN:	12
CREATED BY:	ZAS
REVIEWED BY:	RAV
CREATED:	07/12/24
REVISED:	01/21/25

Direct Phase Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	300,000
2 Water System	$	906,887
3 Sanitary Sewer System	$	1,181,713
4 Drainage System	$	1,151,978
5 Street Improvements	$	2,448,859
6 Landscape/Hardscape/Drainage landscape Improvements		
7 Soft Costs	$	1,173,933
8 Contingency 5%	$	358,168
9 Developer Assessment/Bond Issuance Consulting Fee	$	500,000
10 Right-of-Way	$	1,200,000
Total	$	9,221,538
Cost per Lot	$	43,091

Major Improvements Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	-
2 Water System	$	-
3 Sanitary Sewer System	$	-
4 Drainage System	$	-
5 Street Improvements	$	-
6 Landscape/Hardscape	$	-
7 Soft Costs	$	-
8 Contingency 5%	$	-
Total	$	-
Cost per Lot	$	-

Private Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	1,026,839
2 Water System	$	-
3 Sanitary Sewer System	$	-
4 Drainage System	$	-
5 Street Improvements	$	-
6 Landscape/Hardscape/Drainage landscape Improvements	$	1,692,000
7 Ret Walls	$	444,400
8 Dry Utilities	$	418,600
9 Soft Costs	$	293,483
10 Contingency 5%	$	193,766
Total	$	4,069,088
Cost per Lot	$	19,014
TOTALS	***$***	***13,290,626***
per lot	***$***	***62,106***

50' Lots	169
60' Lots	45
Total Lots	***214***

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

COMMUNITY NAME:	**Sutton Fields East**
PHASES:	2
CITY OR TOWN:	Celina

BARRAZA CONSULTING GROUP, LLC
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	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	169	45		**GROSS ACREAGE:**	57.9
TYP. LOT WIDTH:	50	60		**NET ACREAGE:**	45.3
TYP. LOT DEPTH:	115	115		**TOTAL LOTS:**	**214**
TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.73
TYP. PAD DEPTH:	75	75		**LANDPLAN:**	12
FRONT YARD S/B:	20	20		**CREATED BY:**	ZAS
REAR YARD S/B:	20	20		**REVIEWED BY:**	RAV
SIDE YARD S/B:	5	5		**CREATED:**	07/12/24
CORNER SIDE YARD S/B:	15	15		**REVISED:**	**01/21/25**

ON-SITE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
RIGHT-OF-WAY			**$1,200,000**	**$5,607**	**$26,516**	**11.387 Ac.**
DISTRICT CREATION			**$500,000**	**$2,336**	**$11,048**	
GRADING / SITE PREPARATION			**$1,326,839**	**$6,200**	**$29,318**	
WATER SYSTEMS			**$906,887**	**$4,238**	**$20,039**	
SANITARY SEWER			**$1,181,713**	**$5,522**	**$26,112**	
STORM DRAINS			**$1,151,978**	**$5,383**	**$25,455**	
STREET IMPROVEMENT			**$2,448,859**	**$11,443**	**$54,111**	
RETAINING WALLS			**$444,400**	**$2,077**	**$9,820**	
DRY UTILITIES			**$418,600**	**$1,956**	**$9,250**	
LANDSCAPE / HARDSCAPE			**$1,692,000**	**$7,907**	**$37,387**	
SOFT COSTS			**$1,467,416**	**$6,857**	**$32,425**	
TOTAL CONSTRUCTION COST			**$12,738,692**	**$59,527**	**$281,479**	
-	**CONTINGENCIES**	**5%**	**$551,935**	**$2,579**	**$12,196**	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			**$13,290,626**	**$62,106**	**$293,675**	

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: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC	:	20	20		CREATED BY:	ZAS
PLANNING • ENGINEERING • SURVEYING	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION						
	EROSION CONTROL / SWPPP					
	CONSTRUCTION ENTRANCE	EA	1	$ 2,500.00	$ 2,500.00	
	ROCK CHECK DAMS	EA	3	$ 800.00	$ 2,400.00	
	SEED DISTURBED AREAS	AC	27.9	$ 550.00	$ 15,318.81	
	INLET PROTECTION	EA	30	$ 175.00	$ 5,250.00	
	SILT FENCE (WIRE BACK)	LF	6,503	$ 1.70	$ 11,055.10	
	CURLEX EROSION CONTROL MATTING (4 FOOT)	LF	17,180	$ 1.00	$ 17,180.00	
	CURLEX EROSION CONTROL MATTING (8 FOOT)	LF	5,040	$ 2.00	$ 10,080.00	
	SWPPP INSPECTIONS	LS	1	$ 10,000.00	$ 10,000.00	
	EROSION MAINTENANCE	LOT	202	$ 85.00	$ 17,170.00	
				EROSION CONTROL SUB-TOTAL	**$ 90,953.91**	
	ROUGH GRADING					
	CLEARING & GRUBBING	AC	45	$ 2,000.00	$ 90,512.58	
	DEMOLITION	LS	1	$ 10,000.00	$ 10,000.00	
	R.O.W. GRADING (EXCAVATION)	CY	26,400	2.75	$ 72,600.00	
	MASS GRADING (EXCAVATION)	CY	164,332	2.75	$ 451,912.14	
	ROUGH LOT GRADING	LOT	202	$ 175.00	$ 35,350.00	
	6' PAD MOISTURE CONDITIONING	LOT	113	$ 2,200.00	$ 248,160.00	
	MOISTURE CONDITIONING OF STREETS	CY	62,993	$ 3.00	$ 188,980.00	
	POLY	LOT	202	$ 505.00	$ 102,010.00	+ 12 existing lots
				ROUGH GRADING SUB-TOTAL	**$ 1,199,524.72**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

BARRAZA CONSULTING GROUP, LLC
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	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
	FINISH GRADING					
	LOT FINISH GRADE	LOT	202	$ 180.00	$ 36,360.00	+ 12 existing lots
				FINISH GRADING SUB-TOTAL	**$ 36,360.00**	
				GRADING / SITE PREPARATION SUB-TOTAL	**$ 1,326,838.64**	

	WATER SYSTEMS					
	8" P.V.C. PIPE (DR 18 C900)	LF	6,290	$ 43.00	$ 270,448.50	
	12" P.V.C. PIPE (DR 18 C900)	LF	1,010	$ 104.00	$ 105,040.00	
	8" GATE VALVE & BOX	EA	42	$ 2,500.00	$ 105,000.00	
	12" GATE VALVE & BOX	EA	6	$ 4,605.00	$ 27,630.00	
	CONNECT TO EXIST. LINE	EA	9	$ 2,500.00	$ 22,500.00	
	FIRE HYDRANT ASSEMBLY	EA	18	$ 7,500.00	$ 135,000.00	
	1" SINGLE WATER SERVICE	EA	202	$ 900.00	$ 181,800.00	+ 12 existing services
	1" IRRIGATION SERVICE	EA	11	$ 1,020.00	$ 11,220.00	
	4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	1,500	$ 20.00	$ 30,000.00	
	TRENCH SAFETY	LF	7,300	$ 1.00	$ 7,299.50	
	TESTING (EXCLUDING GEOTECH)	LF	7,300	$ 1.50	$ 10,949.25	
				WATER SUB-TOTAL	**$ 906,887.25**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SANITARY SEWER SYSTEM					
8" P.V.C. PIPE SDR 26	LF	8,073	$ 45.00	$ 363,262.50	
4" SERVICE LINES	EA	202	$ 1,300.00	$ 262,600.00	+ 12 existing services
4' DIAMETER M.H.	EA	8	$ 9,000.00	$ 72,000.00	
5' DIAMETER M.H.	EA	28	$ 14,905.00	$ 417,340.00	
CONNECT TO EXIST. LINE	EA	5	$ 3,155.00	$ 15,775.00	
WATER CROSSING PER TCEQ REQUIREMENTS	EA	14	$ 1,750.00	$ 24,500.00	
TRENCH SAFETY	LF	8,073	$ 1.00	$ 8,072.50	
TESTING (EXCLUDING GEOTECH)	LF	8,073	$ 1.00	$ 8,072.50	
ADDITIONAL TESTING AFTER DRY UTILITY INSTALL	LF	8,073	$ 1.25	$ 10,090.63	
			SEWER SUB-TOTAL	**$ 1,181,713.13**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DRAINAGE SYSTEM					
STORM DRAIN SYSTEM					
18" R.C.P.	LF	1,400	$ 70.00	$ 98,000.00	
24" R.C.P.	LF	350	$ 85.00	$ 29,750.00	
30" R.C.P.	LF	900	$ 110.00	$ 99,000.00	
42" R.C.P.	LF	500	$ 170.00	$ 85,000.00	
48" R.C.P.	LF	750	$ 230.00	$ 172,500.00	
54" R.C.P.	LF	50	$ 250.00	$ 12,500.00	
60" R.C.P.	LF	300	$ 318.00	$ 95,400.00	
10' INLET	EA	30	$ 6,750.00	$ 202,500.00	
STORM SEWER M.H. (4 FOOT)	EA	4	$ 5,870.00	$ 23,480.00	
STORM SEWER M.H. (5 FOOT)	EA	4	$ 7,225.00	$ 28,900.00	
STORM SEWER M.H. (6 FOOT)	EA	4	$ 8,790.00	$ 35,160.00	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	**LOT COUNT:**	169	45		**GROSS ACREAGE:**	57.9
PHASE: 2	**TYP. LOT WIDTH:**	50	60		**NET ACREAGE:**	45.3
CITY OR TOWN: Celina	**TYP. LOT DEPTH:**	115	115		**TOTAL LOTS:**	**202**
	TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.46
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	75	75		**LANDPLAN:**	12
	:	20	20		**CREATED BY:**	ZAS
	:	20	20		**REVIEWED BY:**	RAV
	:	5	5		**CREATED:**	07/12/24
	:	15	15		**REVISED:**	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
	STORM SEWER M.H. (7 FOOT)	EA	2	$ 9,800.00	$ 19,600.00	
	LARGE DEBRIS SEPARATOR	EA	4	$ 20,000.00	$ 80,000.00	
	INLET DEBRIS SEPARATOR	EA	5	$ 10,000.00	$ 50,000.00	
	CONNECT TO EXIST. LINE	EA	3	$ 1,000.00	$ 3,000.00	
	24" HEADWALL	EA	3	$ 3,000.00	$ 9,000.00	
	30" HEADWALL	EA	1	$ 8,000.00	$ 8,000.00	
	60" HEADWALL	EA	2	$ 15,000.00	$ 30,000.00	
	FLEXAMAT	SY	500	$ 100.00	$ 50,000.00	
	STORM DRAIN T.V. INSPECTION	LF	4,250	$ 1.50	$ 6,375.00	
	TRENCH SAFETY	LF	4,250	$ 1.00	$ 4,250.00	
	TESTING (EXCLUDING GEOTECH)	LF	4,250	$ 2.25	$ 9,562.50	
				STORM DRAIN SYSTEM SUB-TOTAL	**$ 1,151,977.50**	
				DRAINAGE SUB-TOTAL	**$ 1,151,977.50**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	**LOT COUNT:**	169	45		**GROSS ACREAGE:**	57.9
PHASE: 2	**TYP. LOT WIDTH:**	50	60		**NET ACREAGE:**	45.3
CITY OR TOWN: Celina	**TYP. LOT DEPTH:**	115	115		**TOTAL LOTS:**	**202**
	TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.46
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	75	75		**LANDPLAN:**	12
	:	20	20		**CREATED BY:**	ZAS
	:	20	20		**REVIEWED BY:**	RAV
	:	5	5		**CREATED:**	07/12/24
	:	15	15		**REVISED:**	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
STREET IMPROVEMENT						
	STREET PAVING					
	8" REINF. CONC. PAVEMENT, 29' B-B	SY	27,679	$ 52.00	$ 1,439,308.00	
	7" LIME SUBGRADE	SY	31,497	$ 3.50	$ 110,239.50	
	HYDRATED LIME MATERIAL (54#SY)	TON	860	$ 290.00	$ 249,400.00	
	PARVIN ASPHALT CONNECTION	LS	1	$ 45,000.00	$ 45,000.00	
	ENTRY WELCOME MAT	LS	1	$ 50,000.00	$ 50,000.00	
	CONNECT TO EXISTING PAVEMENT HEADER	EA	8	$ 1,000.00	$ 8,000.00	
				STREET PAVING SUB-TOTAL	**$ 1,901,947.50**	
	SIDEWALK					
	5' CONCRETE SIDEWALK	SY	747	$ 66.00	$ 49,280.00	
	6' CONCRETE SIDEWALK	SY	935	$ 66.00	$ 61,677.00	
	10' CONCRETE TRAIL	SY	4,081	$ 70.00	$ 285,654.44	
	BARRIER FREE RAMPS	EA	48	$ 2,300.00	$ 110,400.00	
				SIDEWALK SUB-TOTAL	**$ 507,011.44**	
	SIGNAGE & STRIPING					
	STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	14	$ 2,850.00	$ 39,900.00	
				SIGNAGE & STRIPING SUB-TOTAL	**$ 39,900.00**	
				STREET IMPROVEMENT SUB-TOTAL	**$ 2,448,858.94**	
RETAINING WALL IMPROVEMENTS						
				RETAINING SUB-TOTAL	**$ 444,400.00**	$2200/lot

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DRY UTILITIES						
	ELECTRIC and GAS SERVICES	LOT	202	$ 1,800.00	$ 363,600.00	+ 12 existing lots
	STREET LIGHTS	EA	22	$ 2,500.00	$ 55,000.00	
				DRY UTILITIES SUB-TOTAL	**$ 418,600.00**	
LANDSCAPE / HARDSCAPE						
	ENTRY MONUMENTS					
	ENTRY MONUMENT	EA	1	$ 40,000.00	$ 40,000	
	SCREENING WALL	LF	1,000	$ 100.00	$ 100,000	
	LANDSCAPING	LF	7,760	$ 100.00	$ 776,000	
	IRRIGATION	LF	7,760	$ 100.00	$ 776,000	
				LANDSCAPE / HARDSCAPE SUB-TOTAL	**$ 1,692,000**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	**LOT COUNT:**	169	45		**GROSS ACREAGE:**	57.9
PHASE: 2	**TYP. LOT WIDTH:**	50	60		**NET ACREAGE:**	45.3
CITY OR TOWN: Celina	**TYP. LOT DEPTH:**	115	115		**TOTAL LOTS:**	**202**
	TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.46
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	75	75		**LANDPLAN:**	12
	:	20	20		**CREATED BY:**	ZAS
	:	20	20		**REVIEWED BY:**	RAV
	:	5	5		**CREATED:**	07/12/24
	:	15	15		**REVISED:**	**01/21/25**

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SOFT COSTS						
	ENGINEERING & SURVEYING	LOT	202	$ 2,205.00	$ 445,410.00	+ 12 existing lots
	CONSTRUCTION ADMINISTRATION	%	1%	$ 7,016,275.46	$ 70,162.75	
	DOWNSTREAM ASSESSMENT	LS	1	$ 20,000.00	$ 20,000.00	
	MSUD INSPECTION	%	3%	$ 2,088,600.38	$ 62,658.01	3% of Water and Sewer
	CONSTRUCTION MANAGEMENT	LOT	202	$ 1,200.00	$ 242,400.00	+ 12 existing lots
	CITY FEES - FINAL PLATTING	LOT	202	$ 500 + $12 PER LOT	$ 2,924.00	City of Celina Fees
	CITY FEES - PLAN REVIEW	LOT	202	$ 180.00	$ 36,360.00	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%	$ 4,927,675.08	$ 172,468.63	3.5% of Paving and Utilities
	CITY FEES - GRADING PERMIT	AC	54	$ 1,000 + $20 PER AC	$ 2,157.20	City of Celina Fees
	CLUSTER MAILBOX UNITS	EA	13	$ 16,000.00	$ 202,000.00	
	GEOTECHNICAL INVESTIGATION	LOT	202	$ 200.00	$ 40,400.00	
	MATERIAL TESTING	%	2%	$ 7,016,275.46	$ 140,325.51	
	LANDSCAPE ARCHITECT FEES	LS	1	$ 30,000.00	$ 30,000.00	
				ENGINEERING & CONSULTING SUB-TOTAL	**$ 1,467,416.10**	

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.

APPENDIX C
LEGAL DESCRIPTIONS

PROPERTY METES AND BOUNDS DESCRIPTION

Phase #1

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11’44” West, a distance of 1163.46 feet;

THENCE North 00º41’45” East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13’31” East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13’50” East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26’26” East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16’58” West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01’00”, a radius of 350.00 feet, a chord which bears North 72º46’28” West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56º15’58” West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11’44” West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

PROPERTY METES AND BOUNDS DESCRIPTION

Phase #2

DESCRIPTION - 57.861 ACRES

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to MM Sutton Fields East, LLC recorded in Document No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found at the southeast corner of a variable width right-of-way dedication for Parvin Road according to Final Plat of Sutton Fields Phase 3D, an addition to the City of Celina, Texas recorded in Document No. 2022-44, of the Plat Records of Denton County, Texas (PRDCT), and being the southwest corner of said MM Sutton Fields East, LLC tract, from which a 3/8-inch iron rod found at the southwest corner of said Parvin Road dedication bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with the west line of the MM Sutton Fields East, LLC tract, and the east line of said Sutton Fields Phase 3D, passing at a distance of 656.85 feet a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the southeast corner of Sutton Fields Phase 2B, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2019-402, PRDCT, continuing in all, a total distance of 1522.10 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found at the **POINT OF BEGINNING**, said iron rod being the southwest corner of Sutton Fields East Phase 1, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2024-269, PRDCT;

THENCE North 89º54'54" East, with the south line of said Sutton Fields East Phase 1, a distance of 1555.21 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the southeast corner of said Sutton Fields East Phase 1, and being located in the west line of that certain called 101.60 acre tract of land described in deed to MM Celina Parvin 101, LLC recorded in Document No. 2023-32350, RPRDCT;

THENCE South 00º26'26" East, with the east line of said MM Sutton Fields, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract, a distance of 1700.08 feet to a 3/8-inch iron rod found for corner at the southeast corner of the MM Sutton Fields, LLC tract, and the southwest corner of the MM Celina Parvin 101, LLC tract, and also being located in the approximate center of Parvin Road (undedicated public road at this point);

THENCE with said approximate center of Parvin Road, and southerly line of the MM Sutton Fields East, LLC tract, the following courses:

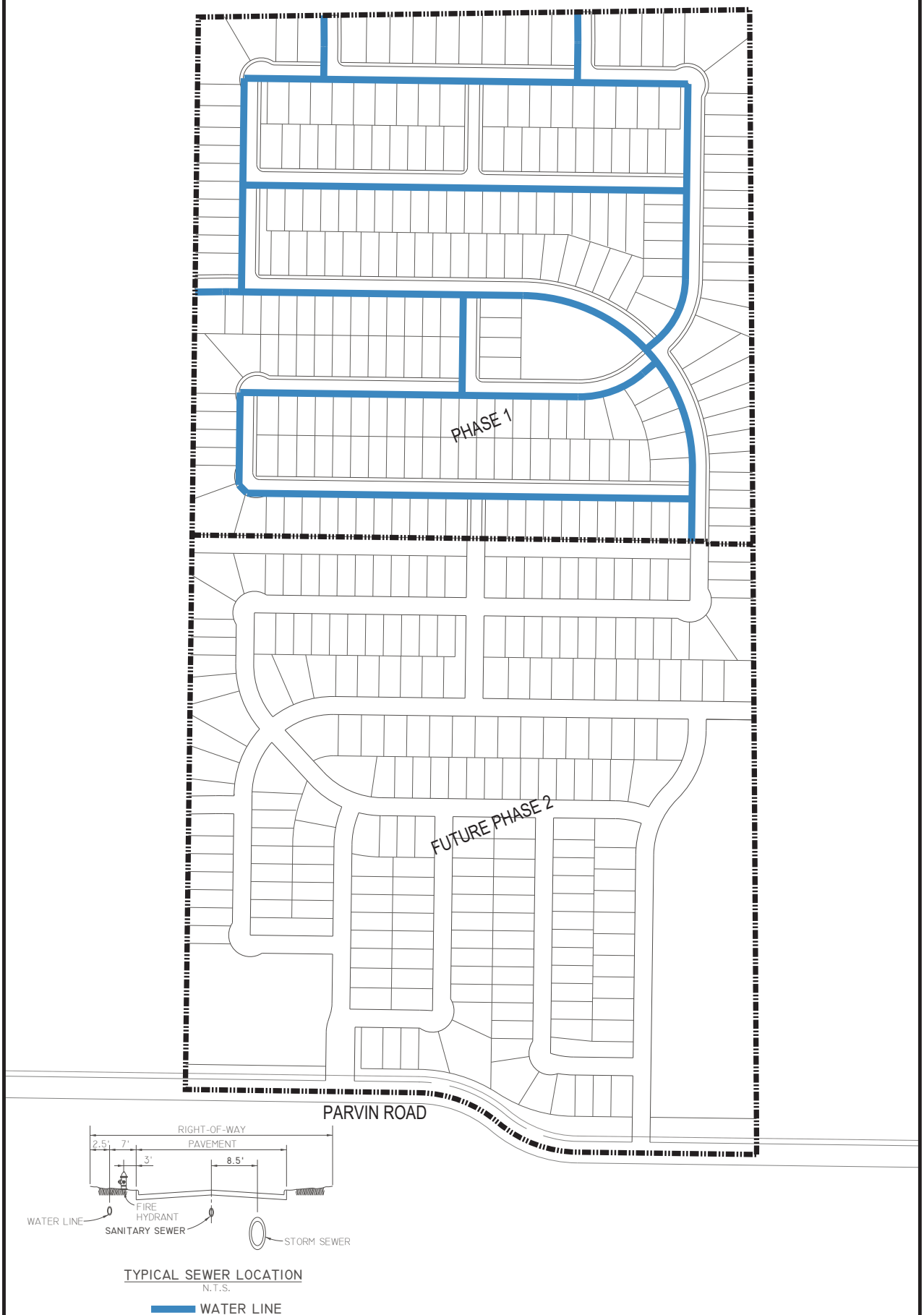
North 89º16'58" West, a distance of 505.81 feet to a "mag" nail found for corner at the beginning of a tangent curve to the right;

Northwesterly, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a "mag" nail found for corner;

North 56º15'58" West, passing at a distance of 38.18 feet a "PK" nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT, and described as Save and Except Tract 2 in deed recorded in Document No. 2014-16824, RPRDCT, continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a 1/2-inch iron rod (bent) found for corner;

And North 89º11'44" West, passing at a distance of 181.00 feet a "PK" nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land described in deed to Sammy Jean Carey and John C. Carey recorded in Volume 2336, Page 541, RPRDCT, and described as Save and Except Tract 1 in said deed recorded in Document No. 2014-16824, RPRDCT, continuing in all, a total distance of 741.18 feet to the **POINT OF BEGINNING**, containing an area of 57.861 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

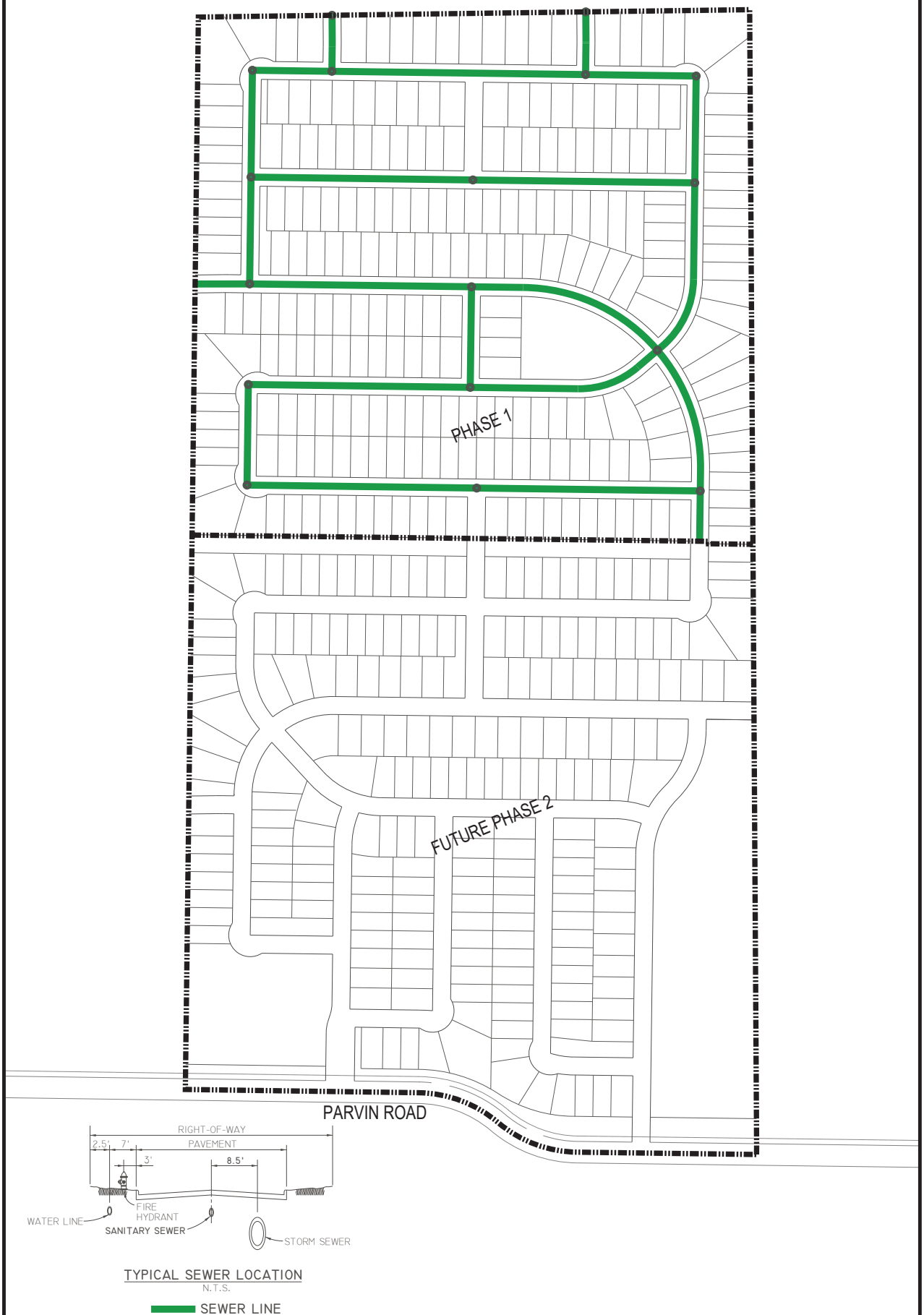


PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Water 09242021.dwg Sep 24,2021 - 1:22 pm chancock



TYPICAL SEWER LOCATION
N.T.S.

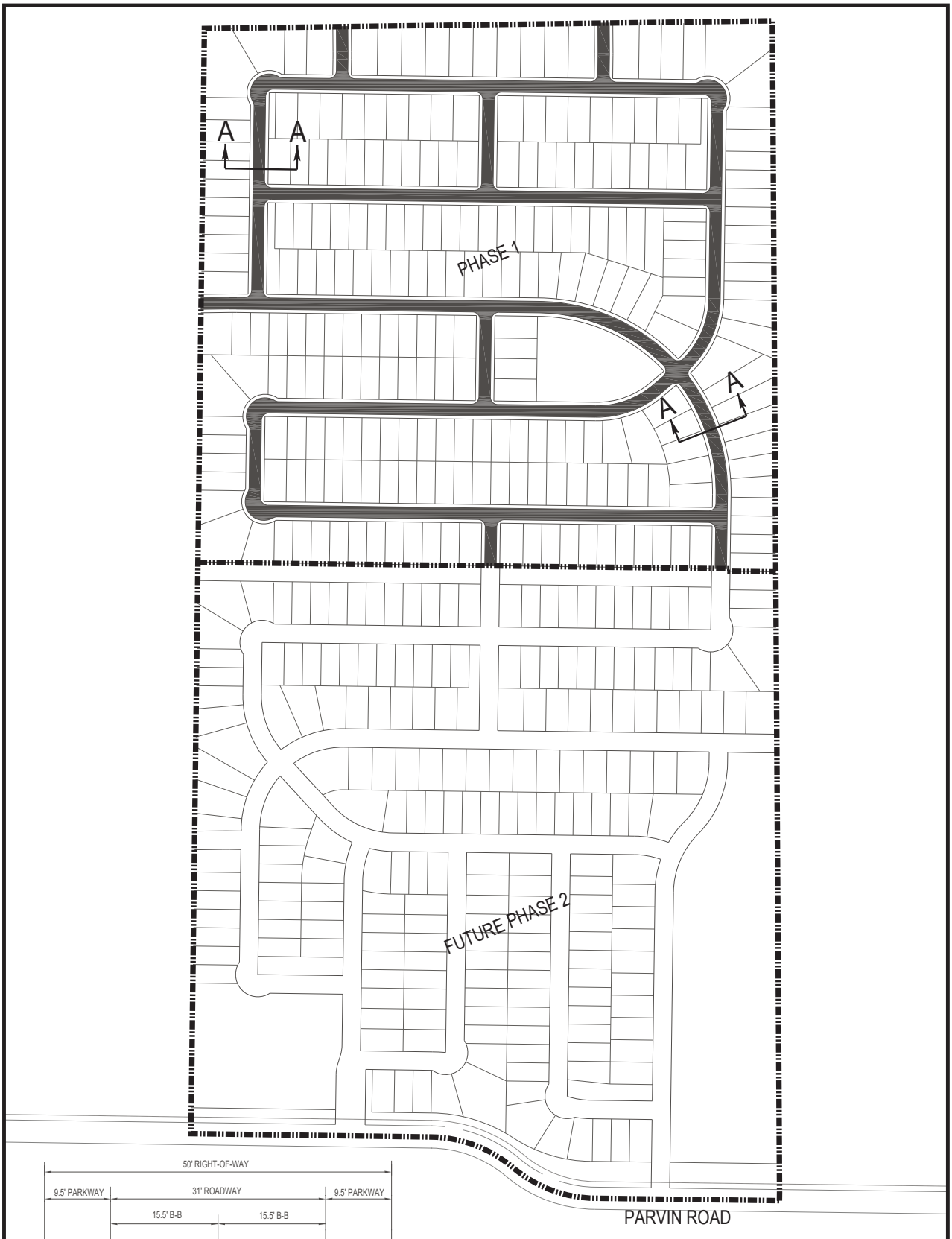
SEWER LINE

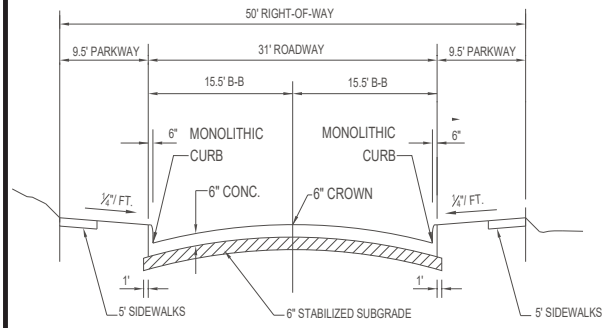
PHASE 1 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Sewer 09242021.dwg Sep 24,2021 - 1:23 pm chancock





TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

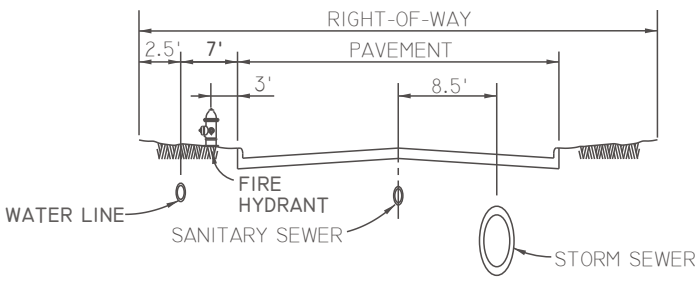
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DATE: SEPT. 2021

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EXISTING
PHASE 1

PHASE 2

PARVIN ROAD



TYPICAL SEWER LOCATION
N.T.S.

WATER LINE

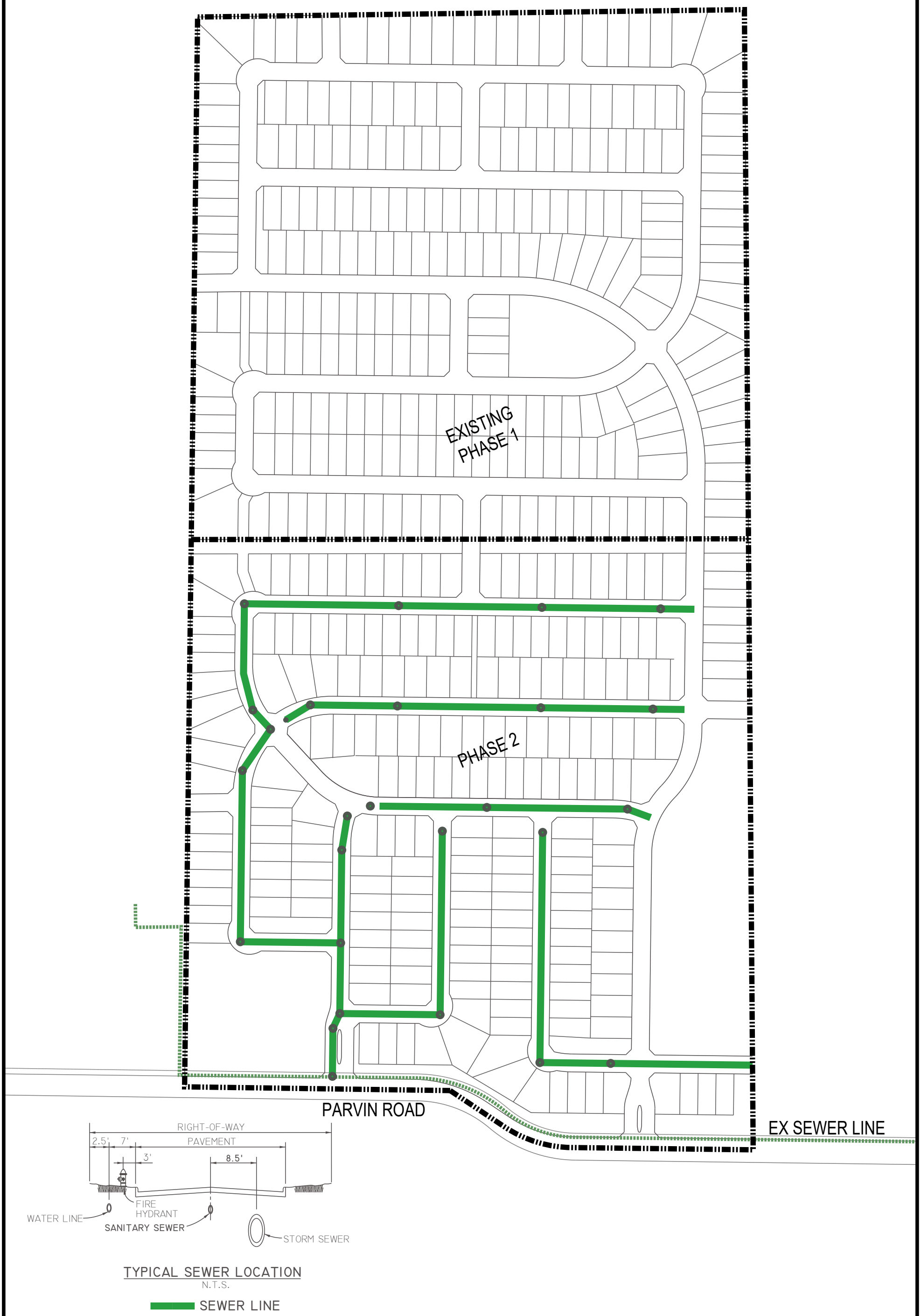
PHASE 2 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: NOV. 2024

CENTURION AMERICAN

S:\2019\20190011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph2 Water 2024.11.25.dwg Nov 25,2024 - 3:58 pm chancock



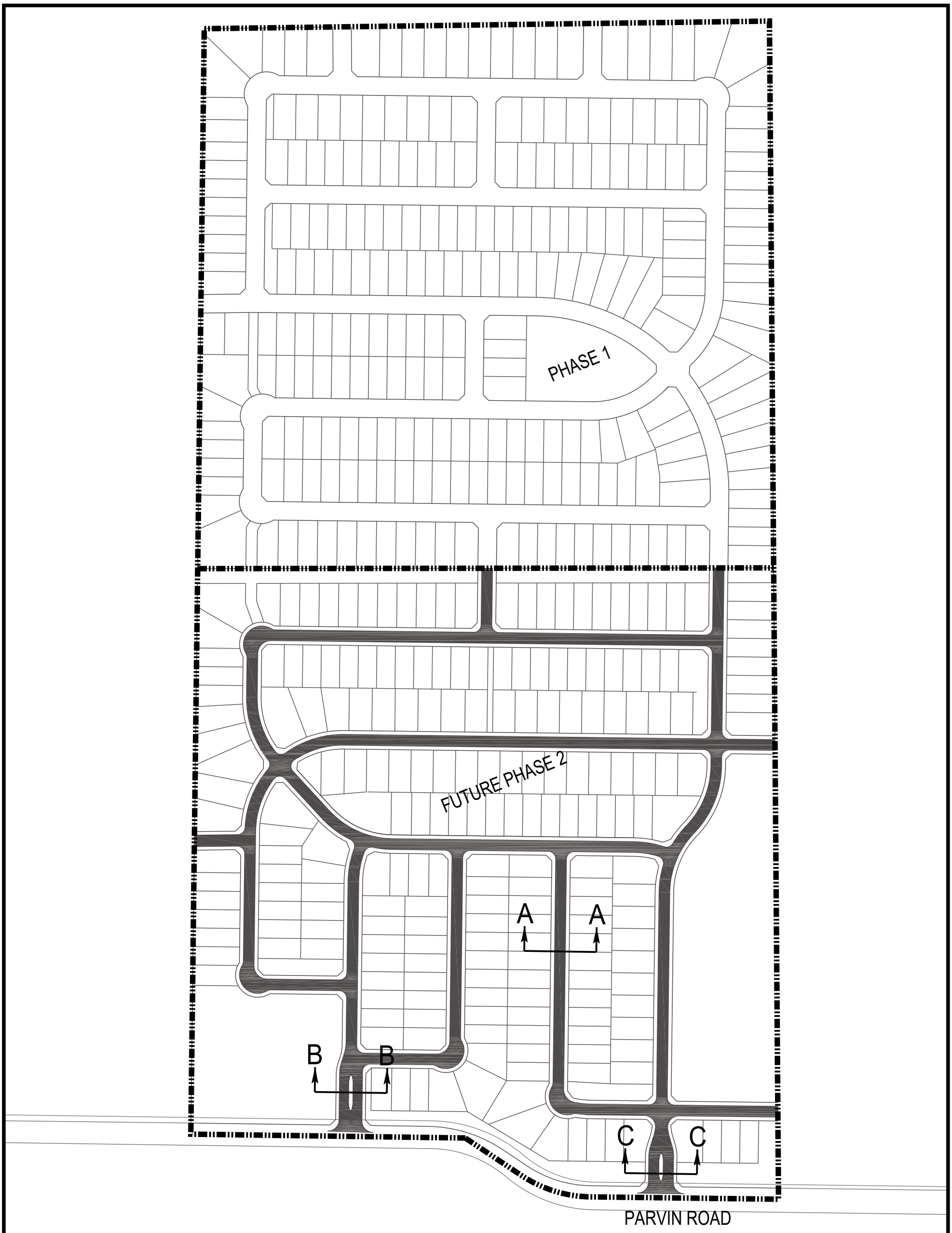
PHASE 2 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: NOV. 2024

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph2 Sewer 2024.11.25.dwg Nov 25,2024 - 4:01 pm chancock

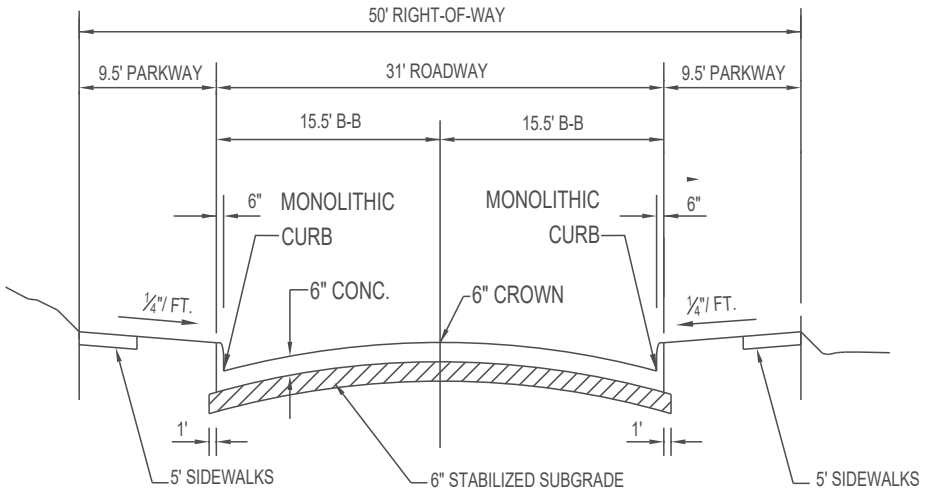


PHASE 2 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

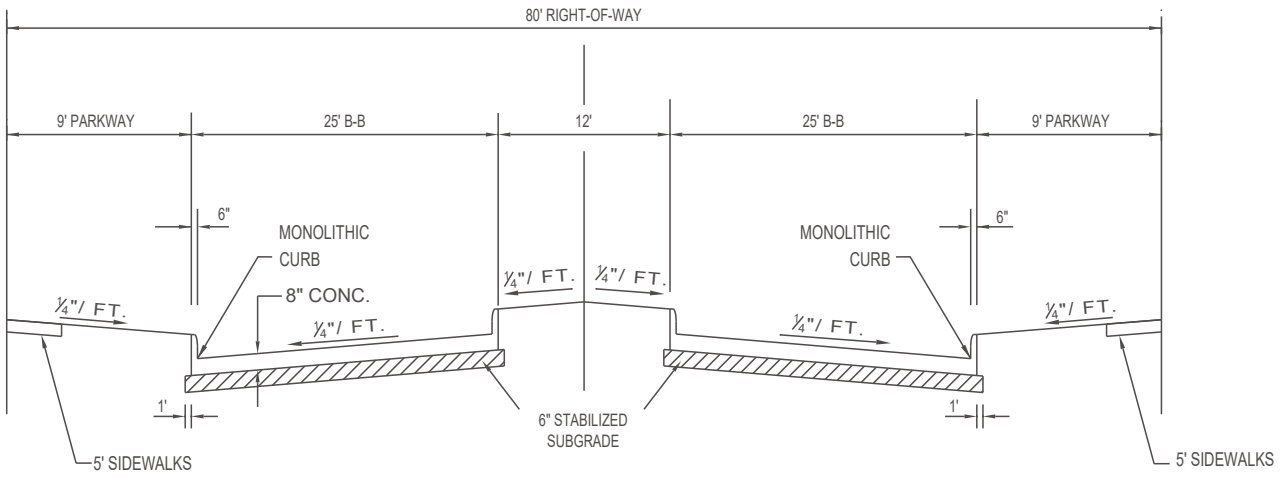
SCALE: 1"=250'
DATE: SEPT. 2021

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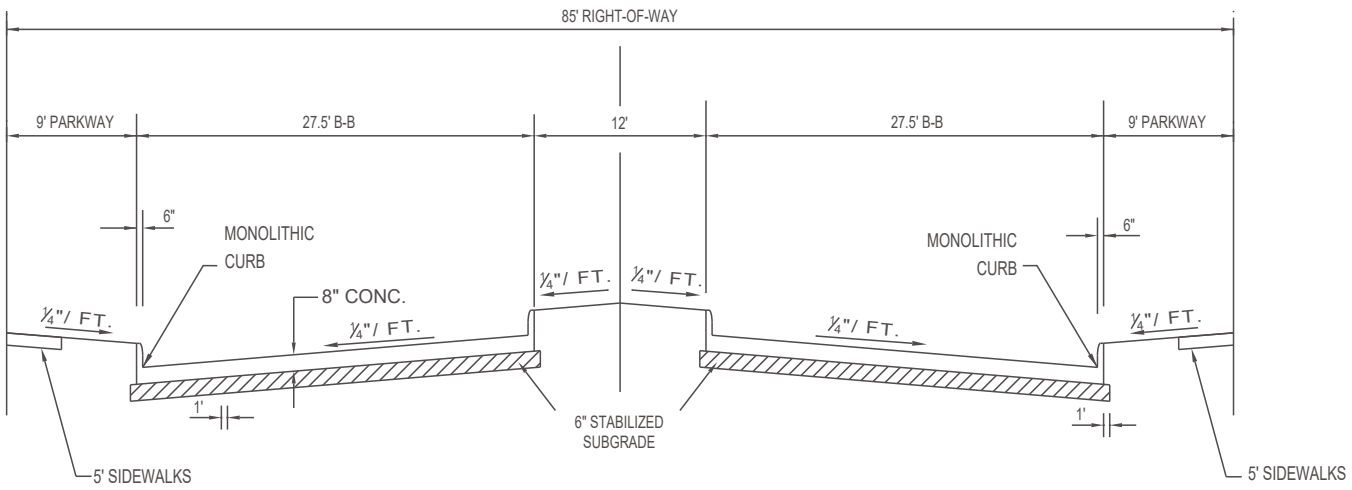
TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS



SECTION B-B
DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE

SCALE: NTS



SECTION C-C
DIVIDED ENTRANCE PAVING SECTION
SUBDIVISION ENTRANCE

SCALE: NTS

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

PHASE 2 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=250'
DATE: SEPT. 2021

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph2 Road.dwg Nov 26,2024 - 9:50 am chancock

APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sutton Fields East Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Phase #1 Assessed Property and Phase #2 Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means lots identified as such on the Phase #1 Assessment Roll or Phase #2 Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 2" means lots identified as such on the Phase #1 Assessment Roll or Phase #2 Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1.1
Proposed Development within the PID - Original

Description	Proposed Development	
Single-Family - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

The following table shows the proposed residential units revised in 2025 to be developed within the PID.

Table F-1.2
Proposed Development within the PID – 2025 Revised

Description	Proposed Development	
Single-Family - 60 Ft	89	Units
Single-Family - 50 Ft	371	Units
Total	**460**	**Units**

Table F-2.1 below shows the proposed residential units within Phase #1.

Table F-2.1
Proposed Development – Phase #1

Description	Proposed Development	
Single-Family - 60 Ft	42	Units
Single-Family - 50 Ft	203	Units
Total	**245**	**Units**

Table F-2.2 below shows the actual residential units within Phase #1.

Table F-2.2
Actual Development – Phase #1 – Revised 2025

Description	Proposed Development	
Single-Family - 60 Ft	44	Units
Single-Family - 50 Ft	202	Units
Total	**246**	**Units**

Table F-3 below shows the proposed residential units within Phase #2.

Table F-3
Proposed Development – Phase #2

Description	Proposed Development	
Single-Family - 60 Ft	45	Units
Single-Family - 50 Ft	169	Units
Total	**214**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements and Phase #2 Improvements to be financed with the Phase #1 Bonds and Phase #2 Bonds and the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement, respectively, shall be allocated to the Phase #1 Assessed Property and Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 and Phase #2, accordingly, based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property and Phase #2 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio

of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft)	$378,000	1.00 per dwelling unit
Lot Type 2 (50 Ft)	$315,000	0.83 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5.1 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5.1
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	42	1.00	42.00
Lot Type 2 (50 Ft)	203	0.83	169.17
Total Equivalent Units	**245**		**211.17**

The total estimated Equivalent Units for Phase #1 are shown in Table F-5.2 below as calculated based on the Equivalent Unit factors shown above, Lot Types and number of units built within Phase #1.

Table F-5.2
Estimated Equivalent Units - Phase #1 – Revised 2025

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	44	1.00	44.00
Lot Type 2 (50 Ft)	202	0.83	168.33
Total Equivalent Units	**246**		**212.33**

The total estimated Equivalent Units for Phase #2 are shown in Table F-6 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #2.

Table F-6
Estimated Equivalent Units - Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	45	1.00	45.00
Lot Type 2 (50 Ft)	169	0.83	140.83
Total Equivalent Units	**214**		**185.83**

C) Allocation of Assessments to Lots within Phase #1 - Original

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and the amount due under the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,160,000. As shown in Table F-5.1, there are a total of 211.17 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $43,378.06.

The Assessment per dwelling unit or acre is calculated as the product of (i) $43,378.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $43,378.06 (i.e. $43,378.06 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $36,148.38 (i.e. $43,378.06 x 0.83). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	42	$43,378.06	1.00	$43,378.06	per dwelling unit	$1,821,878
Lot Type 2 (50 Ft)	203	$43,378.06	0.83	$36,148.38	per dwelling unit	$7,338,122
Total	**245**					**$9,160,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	42	$84,750	$378,000	$43,378.06	1.95	8.71
Lot Type 2 (50 Ft)	203	$70,000	$315,000	$36,148.38	1.94	8.71

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Table F-9
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	42	$84,750	$378,000	$3,031	$3.58	$0.80
Lot Type 2 (50 Ft)	203	$70,000	$315,000	$2,526	$3.61	$0.80

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Assessments to Lots within Phase #1 – Revised 2025

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and amount due under the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,160,000. As shown in Table F-5.2, there are a total of 212.33 estimated Equivalent Units in Phase #1, resulting in a revised Assessment per Equivalent Unit of $43,139.72.

The Assessment per dwelling unit or acre is calculated as the product of (i) $43,139.72 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $43,139.72 (i.e. $43,139.72 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $35,949.76 (i.e. $43,139.72 x 0.83). Table F-10 below sets forth the revised Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-10
Assessment Per Unit – Phase #1 – Revised 2025

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft)	44	$43,139.72	1.00	$43,139.72 per dwelling unit	$1,898,148
Lot Type 2 (50 Ft)	202	$43,139.72	0.83	$35,949.76 per dwelling unit	$7,261,852
Total	**246**				**$9,160,000**

The revised projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-11 below.

Table F-11
Projected Leverage – Phase #1 – Revised 2025

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	44	$84,750	$675,000	$43,139.72	1.96	15.65
Lot Type 2 (50 Ft)	202	$70,000	$575,000	$35,949.76	1.95	15.99

The revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12 below.

Table F-12
Estimated Tax Rate Equivalent per unit – Phase #1 – Revised 2025

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)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	44	$84,750	$378,000	$3,015	$3.58	$0.79754
Lot Type 2 (50 Ft)	202	$70,000	$315,000	$2,512	$3.61	$0.80194

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Allocation of Assessments to Lots within Phase #2

According to the Developer, the average home prices in Phase #2 have substantially increased as compared to Phase #1. This increase in average home prices for Phase #2 is disproportional between the different Lot Types as compared with Phase #1. As a result, new Equivalent Unit factors applicable only to Phase #2 are calculated as shown in Table F-13.

Table F-13
Estimated Equivalent Units - Phase #2

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$675,000	1.00	per dwelling unit
Lot Type 2 (50 Ft)	$575,000	0.85	per dwelling unit

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Bonds and the amount due under the Phase #2 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #2, is $11,927,538. As shown in Table F-14, there are a total of 188.96 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $63,121.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $63,121.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $63,121.04 (i.e. $63,121.04 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $53,769.77 (i.e. $63,121.04 x 0.83). Table F-15 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

Table F-14
Estimated Equivalent Units - Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	45	1.00	45.00
Lot Type 2 (50 Ft)	169	0.85	143.96
Total Equivalent Units	**214**		**188.96**

Table F-15
Assessment Per Unit – Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	45	$63,121.04	1.00	$63,121.04	per dwelling unit	$2,840,447
Lot Type 2 (50 Ft)	169	$63,121.04	0.85	$53,769.77	per dwelling unit	$9,087,091
Total	**214**					**$11,927,538**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-16.

Table F-16
Projected Leverage – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	45	$120,000	$675,000	$63,121	1.90	10.69
Lot Type 2 (50 Ft)	169	$100,000	$575,000	$53,770	1.86	10.69

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-17.

Table F-17
Estimated Tax Rate Equivalent per unit – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	45	$120,000	$675,000	$5,272	$4.39	$0.78
Lot Type 2 (50 Ft)	169	$100,000	$575,000	$4,491	$4.49	$0.78

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

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 and the PID Act.

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Appendix G-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**212.33**
Assessment	**$9,160,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$178,082	$0	$0	$0	$0	($178,082)	$0
9/30/23	$0	$317,374	$19,000	$48,510	$45,900	$40,300	($317,374)	$153,710
9/30/24	$168,000	$317,374	$20,000	$47,672	$41,700	$25,772	$0	$620,518
9/30/25	$173,000	$311,914	$21,000	$44,736	$47,754	$19,584	$0	$617,988
9/30/26	$179,000	$306,291	$22,000	$45,864	$48,709	$38,595	$0	$640,460
9/30/27	$184,000	$300,474	$23,000	$44,894	$49,684	$37,700	$0	$639,751
9/30/28	$190,000	$294,494	$24,000	$43,880	$50,677	$36,780	$0	$639,831
9/30/29	$197,000	$287,606	$25,000	$42,821	$51,691	$35,830	$0	$639,948
9/30/30	$204,000	$280,465	$26,000	$41,719	$52,725	$34,845	$0	$639,753
9/30/31	$211,000	$273,070	$28,000	$40,572	$53,779	$33,825	$0	$640,246
9/30/32	$219,000	$265,421	$29,000	$39,337	$54,855	$32,770	$0	$640,383
9/30/33	$227,000	$257,483	$30,000	$38,058	$55,952	$31,675	$0	$640,168
9/30/34	$236,000	$248,403	$31,000	$36,735	$57,071	$30,540	$0	$639,749
9/30/35	$246,000	$238,963	$33,000	$35,368	$58,212	$29,360	$0	$640,903
9/30/36	$256,000	$229,123	$34,000	$33,913	$59,377	$28,130	$0	$640,542
9/30/37	$266,000	$218,883	$36,000	$32,414	$60,564	$26,850	$0	$640,710
9/30/38	$277,000	$208,243	$37,000	$30,826	$61,775	$25,520	$0	$640,364
9/30/39	$288,000	$197,163	$39,000	$29,194	$63,011	$24,135	$0	$640,503
9/30/40	$299,000	$185,643	$41,000	$27,474	$64,271	$22,695	$0	$640,083
9/30/41	$312,000	$173,683	$42,000	$25,666	$65,557	$21,200	$0	$640,105
9/30/42	$324,000	$161,203	$44,000	$23,814	$66,868	$19,640	$0	$639,524
9/30/43	$338,000	$148,243	$46,000	$21,874	$68,205	$18,020	$0	$640,341
9/30/44	$351,000	$134,723	$48,000	$19,845	$69,569	$16,330	$0	$639,467
9/30/45	$366,000	$120,244	$50,000	$17,728	$70,960	$14,575	$0	$639,507
9/30/46	$382,000	$105,146	$52,000	$15,523	$72,380	$12,745	$0	$639,794
9/30/47	$398,000	$89,389	$55,000	$13,230	$73,827	$10,835	$0	$640,281
9/30/48	$415,000	$72,971	$57,000	$10,805	$75,304	$8,845	$0	$639,925
9/30/49	$433,000	$55,853	$60,000	$8,291	$76,810	$6,770	$0	$640,723
9/30/50	$451,000	$37,991	$62,000	$5,645	$78,346	$4,605	$0	$639,587
9/30/51	$470,000	$19,388	$66,000	$2,911	$79,913	$2,350	$0	$640,561
Total	**$8,060,000**	**$6,035,297**	**$1,100,000**	**$869,318**	**$1,775,445**	**$690,821**	**($495,456)**	**$18,035,425**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-2
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**$43,139.72**
Assessment	**1.00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$839	$0	$0	$0	$0	($839)	$0
9/30/23	$0	$1,495	$89	$228	$216	$190	($1,495)	$724
9/30/24	$791	$1,495	$94	$225	$196	$121	$0	$2,922
9/30/25	$815	$1,469	$99	$211	$225	$92	$0	$2,910
9/30/26	$843	$1,443	$104	$216	$229	$182	$0	$3,016
9/30/27	$867	$1,415	$108	$211	$234	$178	$0	$3,013
9/30/28	$895	$1,387	$113	$207	$239	$173	$0	$3,013
9/30/29	$928	$1,355	$118	$202	$243	$169	$0	$3,014
9/30/30	$961	$1,321	$122	$196	$248	$164	$0	$3,013
9/30/31	$994	$1,286	$132	$191	$253	$159	$0	$3,015
9/30/32	$1,031	$1,250	$137	$185	$258	$154	$0	$3,016
9/30/33	$1,069	$1,213	$141	$179	$264	$149	$0	$3,015
9/30/34	$1,111	$1,170	$146	$173	$269	$144	$0	$3,013
9/30/35	$1,159	$1,125	$155	$167	$274	$138	$0	$3,018
9/30/36	$1,206	$1,079	$160	$160	$280	$132	$0	$3,017
9/30/37	$1,253	$1,031	$170	$153	$285	$126	$0	$3,017
9/30/38	$1,305	$981	$174	$145	$291	$120	$0	$3,016
9/30/39	$1,356	$929	$184	$137	$297	$114	$0	$3,016
9/30/40	$1,408	$874	$193	$129	$303	$107	$0	$3,015
9/30/41	$1,469	$818	$198	$121	$309	$100	$0	$3,015
9/30/42	$1,526	$759	$207	$112	$315	$92	$0	$3,012
9/30/43	$1,592	$698	$217	$103	$321	$85	$0	$3,016
9/30/44	$1,653	$634	$226	$93	$328	$77	$0	$3,012
9/30/45	$1,724	$566	$235	$83	$334	$69	$0	$3,012
9/30/46	$1,799	$495	$245	$73	$341	$60	$0	$3,013
9/30/47	$1,874	$421	$259	$62	$348	$51	$0	$3,015
9/30/48	$1,954	$344	$268	$51	$355	$42	$0	$3,014
9/30/49	$2,039	$263	$283	$39	$362	$32	$0	$3,018
9/30/50	$2,124	$179	$292	$27	$369	$22	$0	$3,012
9/30/51	$2,214	$91	$311	$14	$376	$11	$0	$3,017
Total	**$37,959**	**$28,424**	**$5,181**	**$4,094**	**$8,362**	**$3,253**	**($2,333)**	**$84,939**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-3
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**$35,949.76**
Assessment	**0.83**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$703	$0	$0	$0	$0	($703)	$0
9/30/23	$0	$1,252	$75	$191	$181	$159	($1,252)	$607
9/30/24	$663	$1,252	$79	$188	$185	$159	$0	$2,526
9/30/25	$683	$1,231	$83	$185	$188	$156	$0	$2,525
9/30/26	$703	$1,202	$86	$180	$191	$151	$0	$2,514
9/30/27	$722	$1,179	$90	$176	$195	$148	$0	$2,511
9/30/28	$746	$1,156	$94	$172	$199	$144	$0	$2,511
9/30/29	$773	$1,129	$98	$168	$203	$141	$0	$2,512
9/30/30	$801	$1,101	$102	$164	$207	$137	$0	$2,511
9/30/31	$828	$1,072	$110	$159	$211	$133	$0	$2,513
9/30/32	$859	$1,042	$114	$154	$215	$129	$0	$2,513
9/30/33	$891	$1,011	$118	$149	$220	$124	$0	$2,512
9/30/34	$926	$975	$122	$144	$224	$120	$0	$2,511
9/30/35	$965	$938	$130	$139	$228	$115	$0	$2,515
9/30/36	$1,005	$899	$133	$133	$233	$110	$0	$2,514
9/30/37	$1,044	$859	$141	$127	$238	$105	$0	$2,515
9/30/38	$1,087	$817	$145	$121	$242	$100	$0	$2,513
9/30/39	$1,130	$774	$153	$115	$247	$95	$0	$2,514
9/30/40	$1,173	$729	$161	$108	$252	$89	$0	$2,512
9/30/41	$1,224	$682	$165	$101	$257	$83	$0	$2,512
9/30/42	$1,272	$633	$173	$93	$262	$77	$0	$2,510
9/30/43	$1,327	$582	$181	$86	$268	$71	$0	$2,513
9/30/44	$1,378	$529	$188	$78	$273	$64	$0	$2,510
9/30/45	$1,436	$472	$196	$70	$278	$57	$0	$2,510
9/30/46	$1,499	$413	$204	$61	$284	$50	$0	$2,511
9/30/47	$1,562	$351	$216	$52	$290	$43	$0	$2,513
9/30/48	$1,629	$286	$224	$42	$296	$35	$0	$2,511
9/30/49	$1,699	$219	$235	$33	$301	$27	$0	$2,515
9/30/50	$1,770	$149	$243	$22	$307	$18	$0	$2,510
9/30/51	$1,845	$76	$259	$11	$314	$9	$0	$2,514
Total	**$31,633**	**$23,686**	**$4,317**	**$3,412**	**$6,968**	**$2,711**	**($1,944)**	**$70,783**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050786	A	1	60'	1.00	$43,139.72
1050787	A	2	60'	1.00	$43,139.72
1050788	A	3	60'	1.00	$43,139.72
1050789	A	4	60'	1.00	$43,139.72
1050790	A	5	60'	1.00	$43,139.72
1050791	A	6	60'	1.00	$43,139.72
1050792	A	7	60'	1.00	$43,139.72
1050793	A	8	60'	1.00	$43,139.72
1050794	A	9	60'	1.00	$43,139.72
1050721	A	10	50'	0.83	$35,949.76
1050722	A	11	50'	0.83	$35,949.76
1050723	A	12	50'	0.83	$35,949.76
1050724	A	13	50'	0.83	$35,949.76
1050725	A	14	50'	0.83	$35,949.76
1050726	A	15	50'	0.83	$35,949.76
1050727	A	16	50'	0.83	$35,949.76
1050728	A	17	50'	0.83	$35,949.76
1050729	A	18	50'	0.83	$35,949.76
1050730	A	19	50'	0.83	$35,949.76
1050839	A	Open Space	Open Space	0.00	$0.00
1050731	A	20	50'	0.83	$35,949.76
1050795	B	1	60'	1.00	$43,139.72
1050796	B	2	60'	1.00	$43,139.72
1050797	B	3	60'	1.00	$43,139.72
1050798	B	4	60'	1.00	$43,139.72
1050799	B	5	60'	1.00	$43,139.72
1050800	B	6	60'	1.00	$43,139.72
1050801	B	7	60'	1.00	$43,139.72
1050802	B	8	60'	1.00	$43,139.72
1050803	B	9	60'	1.00	$43,139.72
1050732	B	10	50'	0.83	$35,949.76
1050733	B	11	50'	0.83	$35,949.76
1050734	B	12	50'	0.83	$35,949.76
1050735	B	13	50'	0.83	$35,949.76
1050736	B	14	50'	0.83	$35,949.76
1050737	B	15	50'	0.83	$35,949.76
1050738	B	16	50'	0.83	$35,949.76
1050739	B	17	50'	0.83	$35,949.76
1050740	B	18	50'	0.83	$35,949.76
1050741	B	19	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050840	B	Open Space	Open Space	0.00	$0.00
1050742	B	20	50'	0.83	$35,949.76
1050804	C	1	60'	1.00	$43,139.72
1050805	C	2	60'	1.00	$43,139.72
1050806	C	3	60'	1.00	$43,139.72
1050807	C	4	60'	1.00	$43,139.72
1050808	C	5	50'	0.83	$35,949.76
1050809	C	6	60'	1.00	$43,139.72
1050670	C	7	60'	1.00	$43,139.72
1050671	C	8	60'	1.00	$43,139.72
1050672	C	9	60'	1.00	$43,139.72
1050673	C	10	50'	0.83	$35,949.76
1050674	C	11	50'	0.83	$35,949.76
1050675	C	12	50'	0.83	$35,949.76
1050676	C	13	50'	0.83	$35,949.76
1050677	C	14	50'	0.83	$35,949.76
1050678	C	15	50'	0.83	$35,949.76
1050679	C	16	50'	0.83	$35,949.76
1050680	C	17	50'	0.83	$35,949.76
1050681	C	18	50'	0.83	$35,949.76
1050682	C	19	50'	0.83	$35,949.76
1050841	C	Open Space	Open Space	0.00	$0.00
1050743	C	20	50'	0.83	$35,949.76
1050744	C	21	50'	0.83	$35,949.76
1050745	C	22	50'	0.83	$35,949.76
1050746	C	23	50'	0.83	$35,949.76
1050747	C	24	50'	0.83	$35,949.76
1050748	C	25	50'	0.83	$35,949.76
1050749	C	26	50'	0.83	$35,949.76
1050750	C	27	50'	0.83	$35,949.76
1050751	C	28	50'	0.83	$35,949.76
1050752	C	29	50'	0.83	$35,949.76
1050753	C	30	50'	0.83	$35,949.76
1050586	D	1	50'	0.83	$35,949.76
1050587	D	2	50'	0.83	$35,949.76
1050588	D	3	50'	0.83	$35,949.76
1050589	D	4	50'	0.83	$35,949.76
1050590	D	5	50'	0.83	$35,949.76
1050591	D	6	50'	0.83	$35,949.76
1050592	D	7	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050593	D	8	50'	0.83	$35,949.76
1050594	D	9	50'	0.83	$35,949.76
1050595	D	10	50'	0.83	$35,949.76
1050596	D	11	50'	0.83	$35,949.76
1050597	D	12	50'	0.83	$35,949.76
1050598	D	13	50'	0.83	$35,949.76
1050599	D	14	50'	0.83	$35,949.76
1050600	D	15	50'	0.83	$35,949.76
1050601	D	16	50'	0.83	$35,949.76
1050602	D	17	50'	0.83	$35,949.76
1050603	D	18	50'	0.83	$35,949.76
1050604	D	19	50'	0.83	$35,949.76
1050835	D	Open Space	Open Space	0.00	$0.00
1050605	D	20	50'	0.83	$35,949.76
1050606	D	21	50'	0.83	$35,949.76
1050810	D	22	50'	0.83	$35,949.76
1050811	D	23	50'	0.83	$35,949.76
1050812	D	24	50'	0.83	$35,949.76
1050813	D	25	50'	0.83	$35,949.76
1050814	D	26	50'	0.83	$35,949.76
1050815	D	27	60'	1.00	$43,139.72
1050630	D	28	50'	0.83	$35,949.76
1050631	D	29	50'	0.83	$35,949.76
1050836	D	Open Space	Open Space	0.00	$0.00
1050632	D	30	50'	0.83	$35,949.76
1050633	D	31	50'	0.83	$35,949.76
1050634	D	32	50'	0.83	$35,949.76
1050635	D	33	50'	0.83	$35,949.76
1050636	D	34	50'	0.83	$35,949.76
1050637	D	35	50'	0.83	$35,949.76
1050638	D	36	50'	0.83	$35,949.76
1050639	D	37	50'	0.83	$35,949.76
1050640	D	38	50'	0.83	$35,949.76
1050641	D	39	50'	0.83	$35,949.76
1050642	D	40	50'	0.83	$35,949.76
1050643	D	41	50'	0.83	$35,949.76
1050644	D	42	50'	0.83	$35,949.76
1050645	D	43	50'	0.83	$35,949.76
1050646	D	44	50'	0.83	$35,949.76
1050647	D	45	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050648	D	46	50'	0.83	$35,949.76
1050649	D	47	50'	0.83	$35,949.76
1050683	E	1	50'	0.83	$35,949.76
1050684	E	2	50'	0.83	$35,949.76
1050685	E	3	50'	0.83	$35,949.76
1050686	E	4	50'	0.83	$35,949.76
1050687	E	5	50'	0.83	$35,949.76
1050688	E	6	50'	0.83	$35,949.76
1050689	E	7	50'	0.83	$35,949.76
1050690	E	8	50'	0.83	$35,949.76
1050691	E	9	50'	0.83	$35,949.76
1050692	E	10	50'	0.83	$35,949.76
1050693	E	11	50'	0.83	$35,949.76
1050694	E	12	50'	0.83	$35,949.76
1050695	E	13	50'	0.83	$35,949.76
1050697	E	14	50'	0.83	$35,949.76
1050698	E	15	50'	0.83	$35,949.76
1050699	E	16	50'	0.83	$35,949.76
1050700	E	17	50'	0.83	$35,949.76
1050701	E	18	50'	0.83	$35,949.76
1050702	E	19	50'	0.83	$35,949.76
1050837	E	Open Space	Open Space	0.00	$0.00
1050703	E	20	50'	0.83	$35,949.76
1050704	E	21	50'	0.83	$35,949.76
1050705	E	22	50'	0.83	$35,949.76
1050706	E	23	50'	0.83	$35,949.76
1050707	E	24	50'	0.83	$35,949.76
1050708	E	25	50'	0.83	$35,949.76
1050816	E	26	50'	0.83	$35,949.76
1050817	E	27	50'	0.83	$35,949.76
1050818	E	28	50'	0.83	$35,949.76
1050819	E	29	50'	0.83	$35,949.76
1050838	E	Open Space	Open Space	0.00	$0.00
1050820	E	30	50'	0.83	$35,949.76
1050821	E	31	50'	0.83	$35,949.76
1050709	E	32	50'	0.83	$35,949.76
1050710	E	33	50'	0.83	$35,949.76
1050711	E	34	50'	0.83	$35,949.76
1050712	E	35	50'	0.83	$35,949.76
1050713	E	36	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050714	E	37	50'	0.83	$35,949.76
1050715	E	38	50'	0.83	$35,949.76
1050716	E	39	50'	0.83	$35,949.76
1050717	E	40	50'	0.83	$35,949.76
1050718	E	41	50'	0.83	$35,949.76
1050719	E	42	50'	0.83	$35,949.76
1050720	E	43	50'	0.83	$35,949.76
1050827	F	1	50'	0.83	$35,949.76
1050828	F	2	50'	0.83	$35,949.76
1050829	F	3	50'	0.83	$35,949.76
1050830	F	4	50'	0.83	$35,949.76
1050842	F	Open Space	Open Space	0.00	$0.00
1050650	G	1	50'	0.83	$35,949.76
1050651	G	2	50'	0.83	$35,949.76
1050652	G	3	50'	0.83	$35,949.76
1050653	G	4	50'	0.83	$35,949.76
1050654	G	5	50'	0.83	$35,949.76
1050655	G	6	50'	0.83	$35,949.76
1050656	G	7	50'	0.83	$35,949.76
1050657	G	8	50'	0.83	$35,949.76
1050658	G	9	50'	0.83	$35,949.76
1050659	G	10	50'	0.83	$35,949.76
1050660	G	11	50'	0.83	$35,949.76
1050661	G	12	50'	0.83	$35,949.76
1050662	G	13	50'	0.83	$35,949.76
1050663	G	14	50'	0.83	$35,949.76
1050664	G	15	50'	0.83	$35,949.76
1050665	G	16	50'	0.83	$35,949.76
1050666	G	17	50'	0.83	$35,949.76
1050667	G	18	50'	0.83	$35,949.76
1050668	G	19	50'	0.83	$35,949.76
1050669	G	20	50'	0.83	$35,949.76
1050822	G	21	50'	0.83	$35,949.76
1050823	G	22	50'	0.83	$35,949.76
1050824	G	23	50'	0.83	$35,949.76
1050825	G	24	50'	0.83	$35,949.76
1050826	G	25	50'	0.83	$35,949.76
1050609	G	26	50'	0.83	$35,949.76
1050610	G	27	50'	0.83	$35,949.76
1050611	G	28	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050612	G	29	50'	0.83	$35,949.76
1050613	G	30	50'	0.83	$35,949.76
1050614	G	31	50'	0.83	$35,949.76
1050615	G	32	50'	0.83	$35,949.76
1050616	G	33	50'	0.83	$35,949.76
1050617	G	34	50'	0.83	$35,949.76
1050618	G	35	50'	0.83	$35,949.76
1050619	G	36	50'	0.83	$35,949.76
1050620	G	37	50'	0.83	$35,949.76
1050621	G	38	50'	0.83	$35,949.76
1050622	G	39	50'	0.83	$35,949.76
1050623	G	40	50'	0.83	$35,949.76
1050624	G	41	50'	0.83	$35,949.76
1050625	G	42	50'	0.83	$35,949.76
1050626	G	43	50'	0.83	$35,949.76
1050627	G	44	50'	0.83	$35,949.76
1050628	G	45	50'	0.83	$35,949.76
1050629	G	46	50'	0.83	$35,949.76
1050754	H	1	50'	0.83	$35,949.76
1050755	H	2	50'	0.83	$35,949.76
1050756	H	3	50'	0.83	$35,949.76
1050757	H	4	50'	0.83	$35,949.76
1050758	H	5	50'	0.83	$35,949.76
1050759	H	6	50'	0.83	$35,949.76
1050760	H	7	50'	0.83	$35,949.76
1050761	H	8	50'	0.83	$35,949.76
1050762	H	9	50'	0.83	$35,949.76
1050763	H	10	50'	0.83	$35,949.76
1050764	H	11	50'	0.83	$35,949.76
1050843	H	Open Space	Open Space	0.00	$0.00
1050776	HH	19	60'	1.00	$43,139.72
1050777	HH	20	60'	1.00	$43,139.72
1050778	HH	21	60'	1.00	$43,139.72
1050779	HH	22	60'	1.00	$43,139.72
1050780	HH	23	60'	1.00	$43,139.72
1050781	HH	24	60'	1.00	$43,139.72
1050782	HH	25	60'	1.00	$43,139.72
1050783	HH	26	60'	1.00	$43,139.72
1050784	HH	27	60'	1.00	$43,139.72
1050785	HH	28	60'	1.00	$43,139.72

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050831	II	7	60'	1.00	$43,139.72
1050832	II	8	60'	1.00	$43,139.72
1050833	II	9	60'	1.00	$43,139.72
1050834	II	10	60'	1.00	$43,139.72
1050765	II	11	60'	1.00	$43,139.72
1050766	II	12	60'	1.00	$43,139.72
1050767	II	13	60'	1.00	$43,139.72
1050768	II	14	50'	0.83	$35,949.76
1050769	II	15	50'	0.83	$35,949.76
1050770	II	16	50'	0.83	$35,949.76
1050771	II	17	50'	0.83	$35,949.76
1050772	II	18	50'	0.83	$35,949.76
1050773	II	19	50'	0.83	$35,949.76
1050774	II	20	50'	0.83	$35,949.76
1050775	II	21	50'	0.83	$35,949.76
Total				**212.33**	**$9,160,000.00**

APPENDIX H
PROPOSED PHASE #2 ASSESSMENT ROLL

Appendix H-1
Proposed Phase #2 Assessment Roll

Parcel	**52714 and 996098**
Equivalent Units	**188.96**
Assessment	**$11,927,538**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$307,500	$0	$0	$0	$0	($307,500)	$0
9/30/26	$0	$615,000	$18,000	$106,524	$10,200	$51,250	($615,000)	$185,974
9/30/27	$146,000	$615,000	$19,000	$105,381	$61,404	$51,250	$0	$998,035
9/30/28	$154,000	$606,240	$21,000	$104,174	$62,632	$50,520	$0	$998,566
9/30/29	$162,000	$597,000	$22,000	$102,841	$63,885	$49,750	$0	$997,475
9/30/30	$170,000	$587,280	$24,000	$101,444	$65,162	$48,940	$0	$996,826
9/30/31	$179,000	$577,080	$25,000	$99,920	$66,466	$48,090	$0	$995,555
9/30/32	$189,000	$566,340	$27,000	$98,332	$67,795	$47,195	$0	$995,662
9/30/33	$200,000	$555,000	$29,000	$96,618	$69,151	$46,250	$0	$996,019
9/30/34	$211,000	$543,000	$32,000	$94,776	$70,534	$45,250	$0	$996,560
9/30/35	$223,000	$530,340	$33,000	$92,744	$71,945	$44,195	$0	$995,224
9/30/36	$235,000	$516,960	$35,000	$90,649	$73,383	$43,080	$0	$994,072
9/30/37	$249,000	$502,860	$38,000	$88,426	$74,851	$41,905	$0	$995,042
9/30/38	$263,000	$487,920	$40,000	$86,013	$76,348	$40,660	$0	$993,941
9/30/39	$279,000	$472,140	$43,000	$83,473	$77,875	$39,345	$0	$994,833
9/30/40	$295,000	$455,400	$46,000	$80,743	$79,433	$37,950	$0	$994,525
9/30/41	$312,000	$437,700	$49,000	$77,822	$81,021	$36,475	$0	$994,018
9/30/42	$331,000	$418,980	$53,000	$74,710	$82,642	$34,915	$0	$995,247
9/30/43	$350,000	$399,120	$57,000	$71,345	$84,295	$33,260	$0	$995,019
9/30/44	$371,000	$378,120	$60,000	$67,725	$85,980	$31,510	$0	$994,336
9/30/45	$394,000	$355,860	$64,000	$63,915	$87,700	$29,655	$0	$995,130
9/30/46	$417,000	$332,220	$69,000	$59,851	$89,454	$27,685	$0	$995,210
9/30/47	$443,000	$307,200	$73,000	$55,470	$91,243	$25,600	$0	$995,513
9/30/48	$470,000	$280,620	$78,000	$50,834	$93,068	$23,385	$0	$995,907
9/30/49	$499,000	$252,420	$84,000	$45,881	$94,929	$21,035	$0	$997,265
9/30/50	$529,000	$222,480	$89,000	$40,547	$96,828	$18,540	$0	$996,395
9/30/51	$562,000	$190,740	$96,000	$34,896	$98,764	$15,895	$0	$998,295
9/30/52	$597,000	$157,020	$102,000	$28,800	$100,740	$13,085	$0	$998,644
9/30/53	$634,000	$121,200	$109,000	$22,323	$102,755	$10,100	$0	$999,377
9/30/54	$673,000	$83,160	$117,000	$15,401	$104,810	$6,930	$0	$1,000,301
9/30/55	$713,000	$42,780	$125,538	$7,972	$106,906	$3,565	$0	$999,761
Total	**$10,250,000**	**$12,514,680**	**$1,677,538**	**$2,149,547**	**$2,392,198**	**$1,017,265**	**($922,500)**	**$29,078,729**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
[3]Represents the principal and interest due under the Phase #2 Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.35%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #2 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix H-2
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$63,121.04**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$1,627	$0	$0	$0	$0	($1,627)	$0
9/30/26	$0	$3,255	$95	$564	$54	$271	($3,255)	$984
9/30/27	$773	$3,255	$101	$558	$325	$271	$0	$5,282
9/30/28	$815	$3,208	$111	$551	$331	$267	$0	$5,284
9/30/29	$857	$3,159	$116	$544	$338	$263	$0	$5,279
9/30/30	$900	$3,108	$127	$537	$345	$259	$0	$5,275
9/30/31	$947	$3,054	$132	$529	$352	$254	$0	$5,269
9/30/32	$1,000	$2,997	$143	$520	$359	$250	$0	$5,269
9/30/33	$1,058	$2,937	$153	$511	$366	$245	$0	$5,271
9/30/34	$1,117	$2,874	$169	$502	$373	$239	$0	$5,274
9/30/35	$1,180	$2,807	$175	$491	$381	$234	$0	$5,267
9/30/36	$1,244	$2,736	$185	$480	$388	$228	$0	$5,261
9/30/37	$1,318	$2,661	$201	$468	$396	$222	$0	$5,266
9/30/38	$1,392	$2,582	$212	$455	$404	$215	$0	$5,260
9/30/39	$1,476	$2,499	$228	$442	$412	$208	$0	$5,265
9/30/40	$1,561	$2,410	$243	$427	$420	$201	$0	$5,263
9/30/41	$1,651	$2,316	$259	$412	$429	$193	$0	$5,260
9/30/42	$1,752	$2,217	$280	$395	$437	$185	$0	$5,267
9/30/43	$1,852	$2,112	$302	$378	$446	$176	$0	$5,266
9/30/44	$1,963	$2,001	$318	$358	$455	$167	$0	$5,262
9/30/45	$2,085	$1,883	$339	$338	$464	$157	$0	$5,266
9/30/46	$2,207	$1,758	$365	$317	$473	$147	$0	$5,267
9/30/47	$2,344	$1,626	$386	$294	$483	$135	$0	$5,268
9/30/48	$2,487	$1,485	$413	$269	$493	$124	$0	$5,270
9/30/49	$2,641	$1,336	$445	$243	$502	$111	$0	$5,278
9/30/50	$2,799	$1,177	$471	$215	$512	$98	$0	$5,273
9/30/51	$2,974	$1,009	$508	$185	$523	$84	$0	$5,283
9/30/52	$3,159	$831	$540	$152	$533	$69	$0	$5,285
9/30/53	$3,355	$641	$577	$118	$544	$53	$0	$5,289
9/30/54	$3,562	$440	$619	$82	$555	$37	$0	$5,294
9/30/55	$3,773	$226	$664	$42	$566	$19	$0	$5,291
Total	**$50,470**	**$66,002**	**$8,213**	**$11,333**	**$12,094**	**$5,365**	**($4,882)**	**$148,595**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
[3]Represents the principal and interest due under the Phase #2 Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.35%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #2 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix H-3
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**0.85**
Assessment	**$53,769.77**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$1,386	$0	$0	$0	$0	($1,386)	$0
9/30/26	$0	$2,772	$81	$480	$46	$231	($2,772)	$838
9/30/27	$658	$2,772	$86	$475	$277	$231	$0	$4,499
9/30/28	$694	$2,733	$95	$470	$282	$228	$0	$4,502
9/30/29	$730	$2,691	$99	$464	$288	$224	$0	$4,497
9/30/30	$766	$2,647	$108	$457	$294	$221	$0	$4,494
9/30/31	$807	$2,601	$113	$450	$300	$217	$0	$4,488
9/30/32	$852	$2,553	$122	$443	$306	$213	$0	$4,488
9/30/33	$902	$2,502	$131	$436	$312	$208	$0	$4,490
9/30/34	$951	$2,448	$144	$427	$318	$204	$0	$4,493
9/30/35	$1,005	$2,391	$149	$418	$324	$199	$0	$4,487
9/30/36	$1,059	$2,330	$158	$409	$331	$194	$0	$4,481
9/30/37	$1,123	$2,267	$171	$399	$337	$189	$0	$4,486
9/30/38	$1,186	$2,200	$180	$388	$344	$183	$0	$4,481
9/30/39	$1,258	$2,128	$194	$376	$351	$177	$0	$4,485
9/30/40	$1,330	$2,053	$207	$364	$358	$171	$0	$4,483
9/30/41	$1,407	$1,973	$221	$351	$365	$164	$0	$4,481
9/30/42	$1,492	$1,889	$239	$337	$373	$157	$0	$4,487
9/30/43	$1,578	$1,799	$257	$322	$380	$150	$0	$4,486
9/30/44	$1,672	$1,705	$270	$305	$388	$142	$0	$4,483
9/30/45	$1,776	$1,604	$289	$288	$395	$134	$0	$4,486
9/30/46	$1,880	$1,498	$311	$270	$403	$125	$0	$4,486
9/30/47	$1,997	$1,385	$329	$250	$411	$115	$0	$4,488
9/30/48	$2,119	$1,265	$352	$229	$420	$105	$0	$4,490
9/30/49	$2,250	$1,138	$379	$207	$428	$95	$0	$4,496
9/30/50	$2,385	$1,003	$401	$183	$437	$84	$0	$4,492
9/30/51	$2,534	$860	$433	$157	$445	$72	$0	$4,500
9/30/52	$2,691	$708	$460	$130	$454	$59	$0	$4,502
9/30/53	$2,858	$546	$491	$101	$463	$46	$0	$4,505
9/30/54	$3,034	$375	$527	$69	$472	$31	$0	$4,509
9/30/55	$3,214	$193	$566	$36	$482	$16	$0	$4,507
Total	**$42,993**	**$56,224**	**$6,996**	**$9,654**	**$10,302**	**$4,570**	**($4,159)**	**$126,581**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
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Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Shannon Gartner, Human Resources Director
CC:	Robert Ranc, City Manager
Intiated by:	Karla Stovall
Date:	February 11, 2025
Re:	City Manager Employment Agreement

Action Requested:
Consider and act upon authorizing an amendment to the employment agreement for City Manager Robert Ranc. (Gartner)

Background Information:
Consider and act upon authorizing an amendment to the employment agreement for City Manager Robert Ranc by:

- Providing a five percent increase to the employee's annual salary to $252,000.00.
- Providing a one-time retention incentive payment of $12,961.80.
- Extending the term of the agreement for an additional year, so the remaining term is three years.
- Amending and clarifying a provision of the termination clause.

Legal Review:
The addendum has been reviewed and approved by legal.

Supporting Documents:
1. City Manager Contract First Addendum_02062025

Financial Consideration:

The proposed addendum is consistent with the City's Compensation philosophy and the FY 2024-2025 budget as adopted.

Staff Recommendation:

FIRST AMENDED EMPLOYMENT AGREEMENT

THIS FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT ("First Amendment") is made and entered into the 11th Day of February, 2025 by and between the **City of CELINA, Texas**, a home rule municipal corporation, (hereinafter "Employer" or "Town") and **ROBERT RANC** (hereinafter called "Employee"), and both of whom understand and agree as follows:

WHEREAS Employer and Employee entered into an Employment Agreement dated November 14, 2023, providing for the employment of ROBERT RANC as Town Employee for the City of CELINA, Texas (the "Employment Agreement"); and

WHEREAS following the completion of Employee's first year under the Employment Agreement, Employer and Employee mutually desire to amend the Employment Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employer and Employee hereby agree that the Employment Agreement be, and hereby is, incorporated and amended as follows:

I. **Employment and Term of Employment.** Effective as of the date hereof Employee shall faithfully and competently and to the best of his abilities, serve Employer as City Manager, subject to the general supervision and direction of the Mayor and City Council, and he shall devote his working time to the duties and responsibilities as set forth in the job description attached and incorporated as Exhibit A, the Celina Charter and as lawfully as directed by the Mayor and Council. The employment agreement shall remain in effect for three years from the date of execution of this addendum, with an option to extend this term in twelve-month increments by mutual agreement.

II. **Compensation; Base Salary; Adjustment to Base Salary**. The Town shall provide the Employee with an increase of five percent to his compensation for an annual salary of Two Hundred-Fifty-Two Thousand Dollars and No/Cents ($252,000). Employer shall pay this annual salary rate to the Employee in equal installments on the same schedule as other City Employees and shall be paid net of any applicable withholding or deduction required by the Applicable Laws and Authorities, including Employee contributions toward health benefits and the Texas Municipal Retirement System (TMRS). Commensurate with the adoption of this incentive Employee shall also receive a one-time retention incentive payment of $12,961.80.

III. **Termination of Employment.** Employee's employment may be terminated before the expiration of the term of this Agreement only as follows:

a. Employee's employment pursuant to this Agreement shall terminate automatically upon the death of the Employee. Promptly thereafter, Employer shall pay the Employee's estate or designated beneficiary. Employee's base salary at the then

current rate of Employee's base salary through the date of death, plus a lump sum cash payment in an amount equal to Employee's accrued but unused vacation time as provided in the Employer's Employment Policies and Procedures.

b. Employee may terminate his employment pursuant to this Agreement Thirty (30) days prior written notice to the Employer, which notice requirement may be waived in whole or in part by the City Council in their sole discretion. Promptly following the effective date of Employee's termination of his employment pursuant to this section Employer shall pay to Employee his base salary through the effective date of termination, at the then current rate, plus a lump sum cash payment in an amount equal to Employee's accrued unused vacation time as provided in the Employer's Employment Policies and Procedures.

c. Employee's employment pursuant to his Agreement may be terminated at any time in the sole and exclusive discretion of Employer for any reason or for no reason. Such termination shall only become effective upon a majority vote of the city Council, and the following provisions:

1. If such termination is not for cause, as that term is defined herein, then Employee shall receive his base salary to the effective date of his termination, plus a lump sum cash payment in an amount equal to the sum of Employee's accrued, unused vacation time as provided in Employer's Employment Policies and Procedures. In exchange for a fully executed release of claims, Employee shall further receive severance pay in the equivalent amount of six (6) months of the Employee's salary. All severance pay shall be paid as a lump sum and is subject to usual and customary withholding, including TMRS contributions.

2. If such termination is for cause, as that term is defined herein, the Employer shall within thirty (30) days after the effective date of termination of Employee's employment pursuant to this subsection pay to Employee his base salary through the date of termination, plus lump sum cash payment in an amount equivalent to his accrued but unused vacation time, as provided in Employer's Employment Policies and Procedures. "Cause" shall be limited to the following:

i. Material breach of this Agreement or misconduct by Employee. A determination of "cause" as described in this section shall be within the province of the Employer. Employee's failure or refusal to carry out, implement, or adhere to lawful policies, directives, duties, or instructions constitute cause.

ii. Unreasonable neglect or refusal to perform the duties and responsibilities assigned to Employee, or failure to provide an acceptable quality of professional service as determined by the City Council. Once Employee has been given written notice of the duties, instructions, policies or directives he has failed to follow, or the particular respect in which his conduct has been found wanting or

unacceptable and given a reasonable opportunity to correct his actions and Employee is determined by the City Council not to have corrected the documented deficiency, Employee may be terminated for cause.

Amendment. Employer and Employee intend to modify specific provisions contained in the Employment Agreement adopted November 14, 2023; and such modifications and additions are placed in writing and signed by the parties as required by the Employment Agreement. Other than as modified by this First Amendment, all terms and provisions of the original Employment Agreement are hereby ratified and confirmed; the original Employment Agreement and First Amendment being incorporated herein by reference for all necessary purposes.

IN WITNESS WHEREOF, the City of CELINA, Texas, has caused this First Amendment to be signed and executed on its behalf by its mayor, and the Employee has signed and executed this First Amendment to be effective as of the 11th day of February 2025.

CITY OF CELINA, TEXAS

By: _____
RYAN TUBBS, Mayor

Date: _____

EMPLOYEE

_____
ROBERT RANC, City Manager

Date: _____

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:	February 11, 2025
Re:	Mavis Tires & Brakes – Specific Use Permit (Mohan)

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto Repair, Minor use on approximately 1 acre; generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, within the City Limits. (Mavis Tires & Brakes – Specific Use Permit) (Mohan)

Background Information:
This request is for a Specific Use Permit on approximately one (1) acre of land for an Auto Repair, Minor use. The purpose of the SUP requirement is to determine the appropriateness of a proposal for the subject property. The governing Planned Development (PD #67) requires "Auto Repair, Minor" uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C) and Preston Road Overlay (PRO). It is important to note, Minor Auto Repair is an allowed land use in the City's base commercial zoning district (i.e. only the PD requires the SUP). This request does not seem out of character for the corner that is being requested, and there was no public feedback at the Planning & Zoning Commission public hearing. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Staff Presentation

3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Parcels
- Roads
- City Limits
- Subject Property

Mavis
Location Map
City of Celina

10/29/2024

N W E S

0 195 390

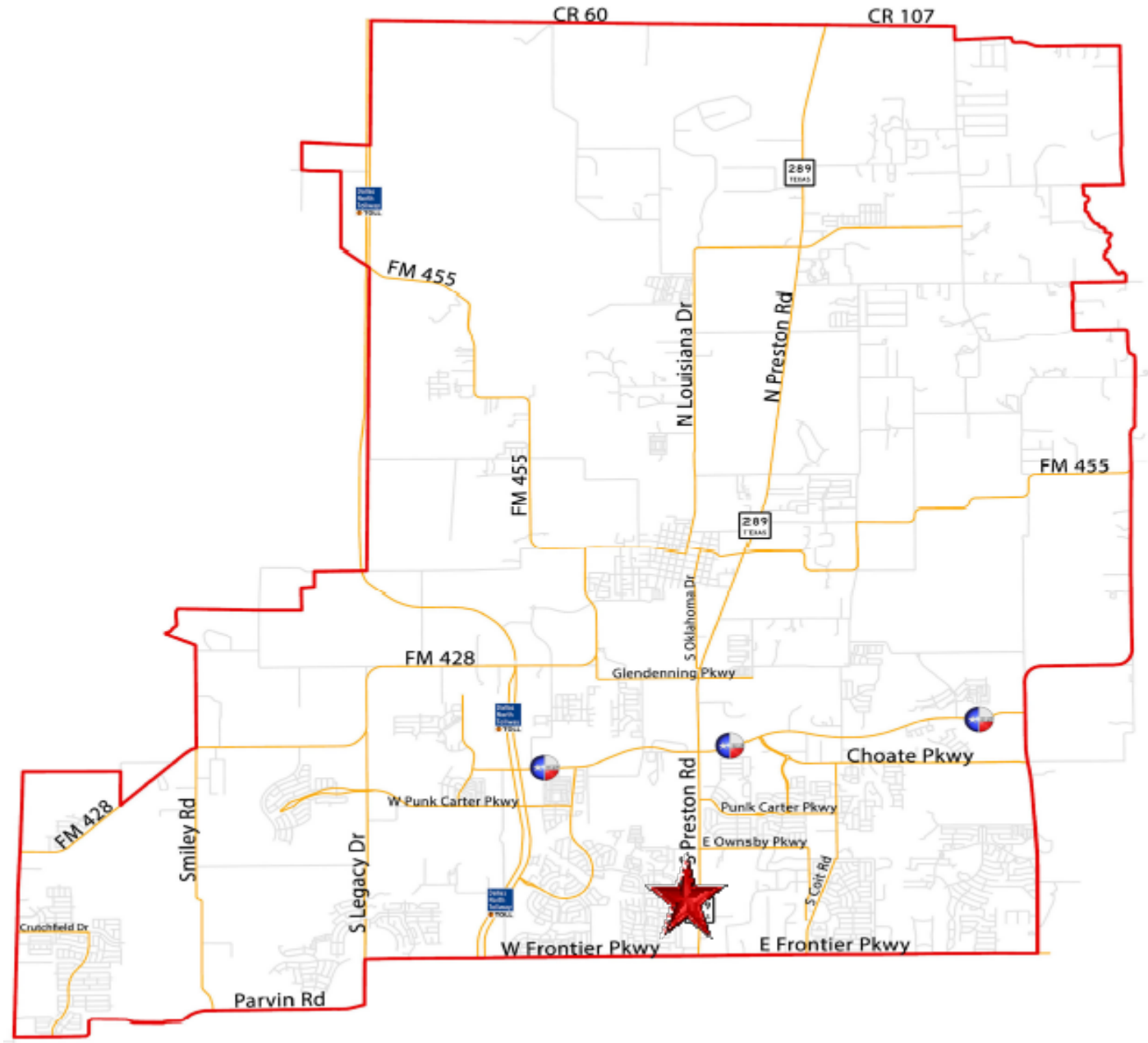
Feet

MAVIS TIRES

Specific Use Permit

City Council
February 11, 2025




CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
289
FM 455
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
S Colt Rd
FM 428
Smiley Rd
S Legacy Dr
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located west of Preston Road and approximately 450 feet north of Frontier Parkway

BACKGROUND

- The subject property is approximately 1 acre
- The applicant desires to operate a Minor Auto Repair facility
- The governing Planned Development (PD #67) requires “Auto Repair, Minor” uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C)

SUP OVERVIEW

- The purpose of the SUP requirement is to determine the appropriateness of a proposal for the subject property
- The City has broad discretionary approval of the requested SUP
- Please note, Minor Auto Repair is an allowed land use in the City's base commercial zoning district (i.e. only the PD requires the SUP)

Automobile Repair, Minor. A daytime retail operation wherein the sale, installation, and/or inspection of tires, batteries, brakes, and other related minor parts or accessories is carried on; specifically intended to exclude major automotive repair and overnight outdoor storage of vehicles awaiting or under repair.

MINOR AUTO REPAIR

Tires

DISCOUNT TIRE

NTB NATIONAL TIRE & BATTERY

Brakes

JUST Brakes Total Car Care STOP

brakes plus

TAKE 5 OIL CHANGE ®

Oil & Lube

Kwik Kar OIL CHANGE & AUTO CARE

Valvoline Instant Oil Change

jiffy lube

Pep Boys

Complete Care

Firestone

meineke car care center

HONEST-1 AUTO CARE®

MAJOR AUTO REPAIR

CALIBER COLLISION

Christian Brothers AUTOMOTIVE

ServiceKing COLLISION REPAIR CENTERS

Automobile Repair, Major. A building or portion thereof whose principal use is for the repair, servicing, equipping, or maintenance of motor vehicles or motor vehicle components, including engines, radiators, starters, transmissions, brakes, tires and wheels, seats and similar components that may require overnight outdoor storage of vehicles awaiting or under repair, if screened in compliance with all applicable regulations. General repair or reconditioning of engines, air-conditioning systems, and transmissions for automobiles; wrecker or towing service with on-site storage of vehicles; collision services including body, frame, or fender straightening or repair; customizing; painting; vehicle steam cleaning; tire retreading; insurance estimations with on-site storage; undercoating and rust proofing, and other similar uses.

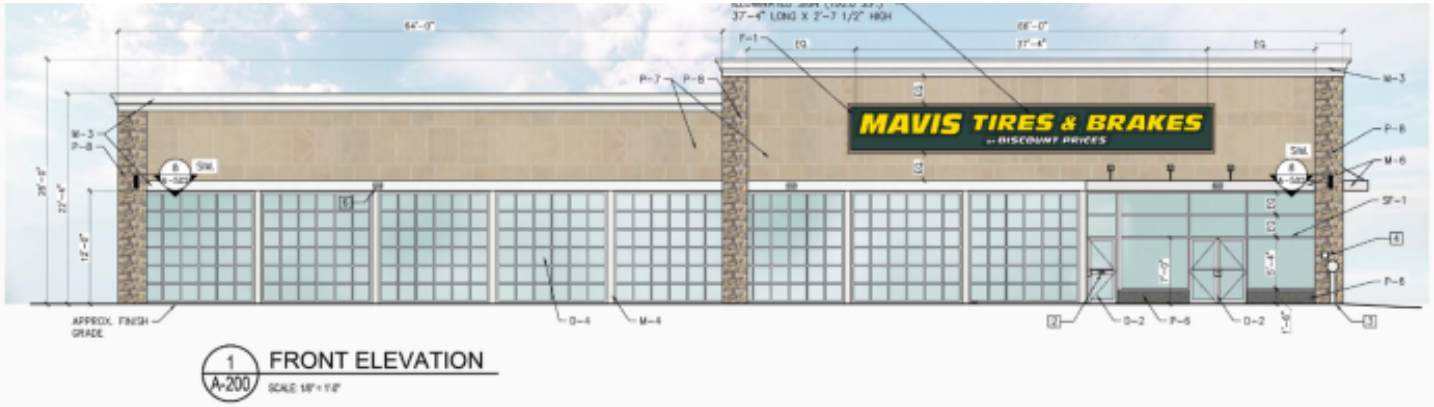
Major Auto Repair requires an SUP in all districts

APPLICANT

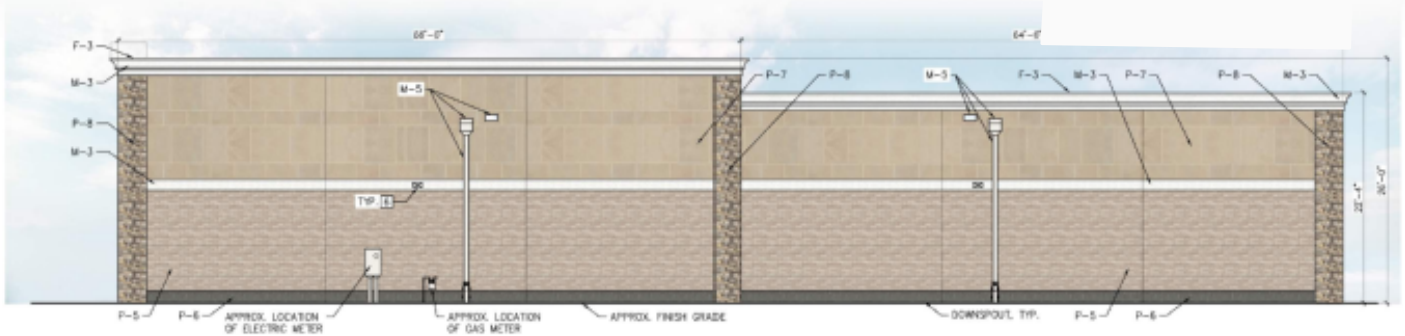
- Mavis is primarily a tire store
- However, they also sell brakes, perform oil changes, replace fluids, state inspections, and other general Minor Auto Repair services
- Mavis is not Major Auto Repair



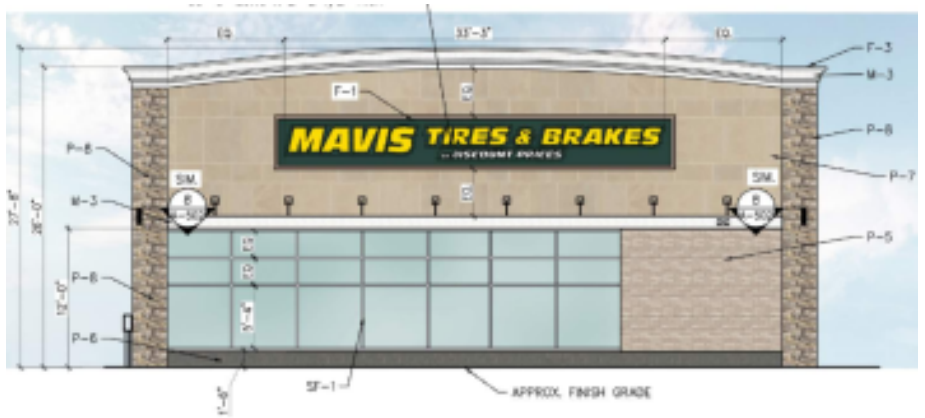
CONCEPTUAL ELEVATIONS



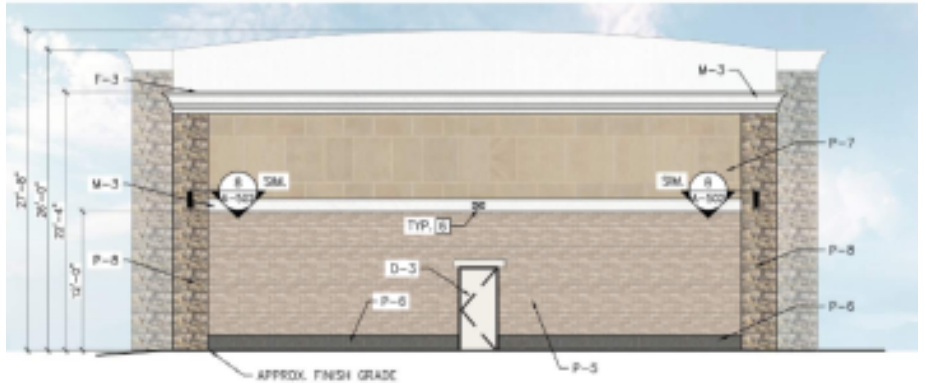
1 A-200 FRONT ELEVATION



2 A-200 REAR ELEVATION

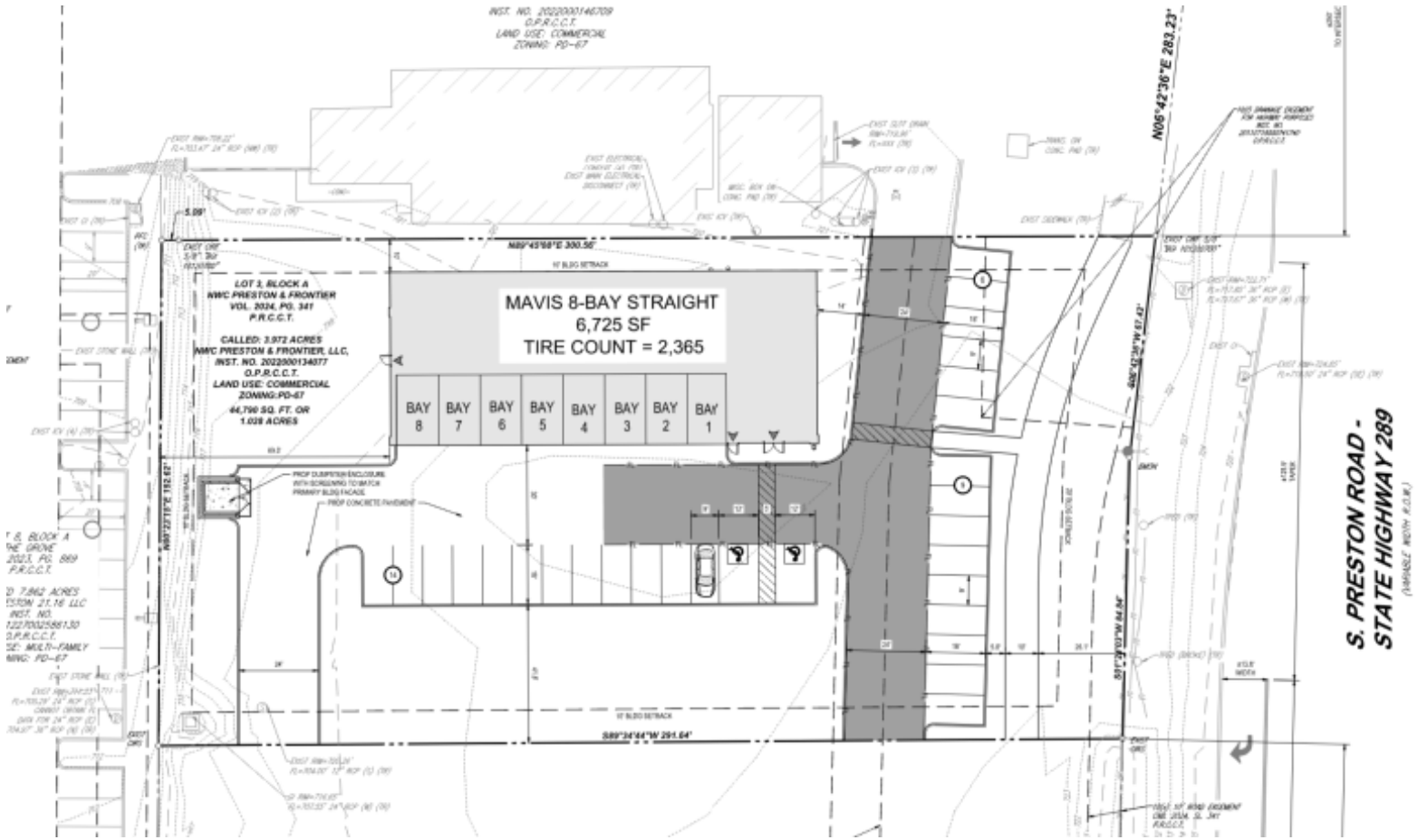


3 A-200 RIGHT ELEVATION



4 A-200 LEFT ELEVATION

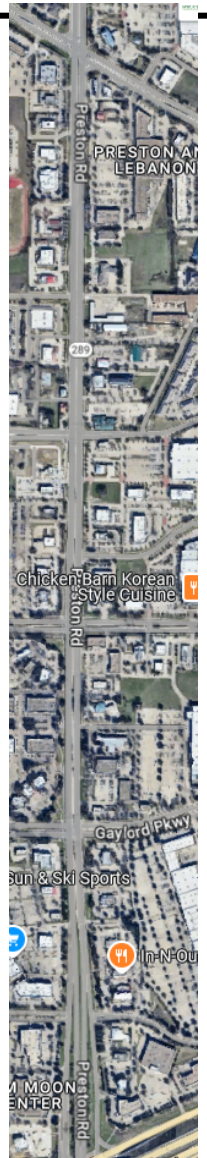
CONCEPTUAL SITE PLAN



PRESTON IN FRISCO

CALIBER COLLISION

GOODYEAR AUTO SERVICE



TAKE 5 OIL CHANGE

DISCOUNT TIRE

CALIBER COLLISION



NTB NATIONAL TIRE & BATTERY

brakes plus

Kwik Kar OIL CHANGE & AUTO CARE

PRESTON IN CELINA



CALIBER
COLLISION

Kwik Kar
OIL CHANGE & AUTO CARE

Christian Brothers
AUTOMOTIVE

POLICY CONSIDERATIONS

- Modern design standards ensure an attractive project
- Minor Auto Repair is allowed by right in the base commercial zoning district
- Tire shops are atop the Minor Auto Repair totem in terms of sales tax generation
- The proposed project further diversifies Celina's tax base
- The proposed facility provides needed neighborhood services
- The Future Land Use Plan (FLUP) preserves the Preston Road corridor for commercial land uses

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2025-____
MAVIS TIRES & BRAKES – SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 1 ACRE TRACT OF LAND SITUATED IN THE COLLIN COUNTY SCHOOL LAND #14 SURVEY, ABSTRACT NO. 167, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF PRESTON ROAD AND APPROXIMATELY 450 FEET NORTH OF FRONTIER PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS PLANNED DEVELOPMENT #67 WITH THE PRESTON ROAD OVERLAY (PRO) AND A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO REPAIR, MINOR USE; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for "Auto Repair, Minor" use has been requested for the property generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040

Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Auto Repair, Minor" use for the property generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, Celina, Texas, as Planned development #67 with the Preston Road Overlay (PRO) and a Specific Use Permit for "Auto Repair, Minor" use.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property generally located west of Preston Road and approximately 450 feet north of Frontier Parkway, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of February, 2025.

_____
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

LEGAL DESCRIPTION:

BEING a 1.028 acre tract of land situated in the City of Celina, Collin County, Texas, a part of the Collin County School Land Survey, Abstract No. 167, being a part of Lot 3, Block A of NWC Preston and Frontier, an addition to the City of Celina, recorded in Volume 2024, Page 341 of the Plat Records, Collin County, Texas (P.R.C.C.T.), being part of a called 3.972 acre tract of land as described in a Warranty Deed to NWC Preston and Frontier, LLC., recorded in Instrument No. 202200134077 of the Official Public Records, Collin County, Texas (O.P.R.C.C.T.) and being more particularly described as follows:

BEGINNING at a five-eighths inch iron rod with cap stamped "BGI 10120700" found at the northeast corner of said Lot 3, at the northeast corner of said 3.972 acre tract of land and in the west line of S. Preston Road-S.H. 289 (a variable width right-of-way), said capped iron rod being at the southeast corner of a called 1.184 acre tract described in Correction Instrument to SSAA-TDYMB Ventures Corporation recorded in Instrument No. 2022000146709 of O.P.R.C.C.T;

THENCE along the east line of said Lot 3, along the east line of said 3.972 and along the west line of S. Preston Road-S.H. 289 as follows:

South 06 degrees 42 minutes 36 seconds West, a distance of 67.42 feet, to a brass monument found for corner;

South 01 degrees 24 minutes 03 seconds West, a distance of 84.84 feet, to a one-half inch iron rod with cap stamped "BOHLER ENG" (hereinafter called "caped iron rod") set for corner, from which a mag nail found at the southeast corner of said Lot 3 bears South 01 degrees 24 minutes 03 seconds West, a distance of 141.66 feet;

THENCE South 89 degrees 34 minutes 44 seconds West, a distance of 291.64 feet, to a capped iron rod set in the west line of said Lot 3, in the west line of said 3.972 acre tract of land and being in the east line of Lot 8, Block A of The Grove, an addition to the City of Celina, recorded in Volume 2023, Page 869 (P.R.C.C.T.), from which an "X" cut found at the southwest corner of said Lot 3 bears South 00 degrees 23 minutes 15 seconds West, a distance of 139.47 feet;

THENCE North 00 degrees 23 minutes 15 seconds East, a distance of 152.62 feet, along the west line of said Lot 3, along the west line of said 3.972 acre tract of land and along the east of said Lot 8 to point for corner at the northwest corner of said Lot 3, at the northwest corner of said 3.972 acre tract of land and said capped iron rod being at the southwest corner of said 1.184 acre tract of land.

THENCE North 89 degrees 45 minutes 08 seconds East, passing a five-eighths inch iron rod with cap stamped "BGI 10120700" found for reference at a distance of 5.09 feet, continuing in all, a distance of 300.56 feet, along the north line of said Lot 3, along the north line of said 3.972 acre tract of land and along the south line of said 1.184 acre tract of land to the **POINT OF BEGINNING** containing 44,790 square feet or 1.028 acres of land more or less.

EXHIBIT B
Depiction of Property



Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Madhuri Mohan, Planning Director
CC:	Dusty McAfee, Director of Development Services
Intiated by:	Victoria Kiker
Date:	February 11, 2025
Re:	Murphy USA – Specific Use Permit (Mohan)

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance for a Specific Use Permit (SUP) to allow for an Auto, Gas Pumps/Fuels Sales use on approximately 2 acres; generally located at the northeast corner of Preston Road and Glendenning Parkway, within the City Limits. (Murphy USA – Specific Use Permit) (Mohan)

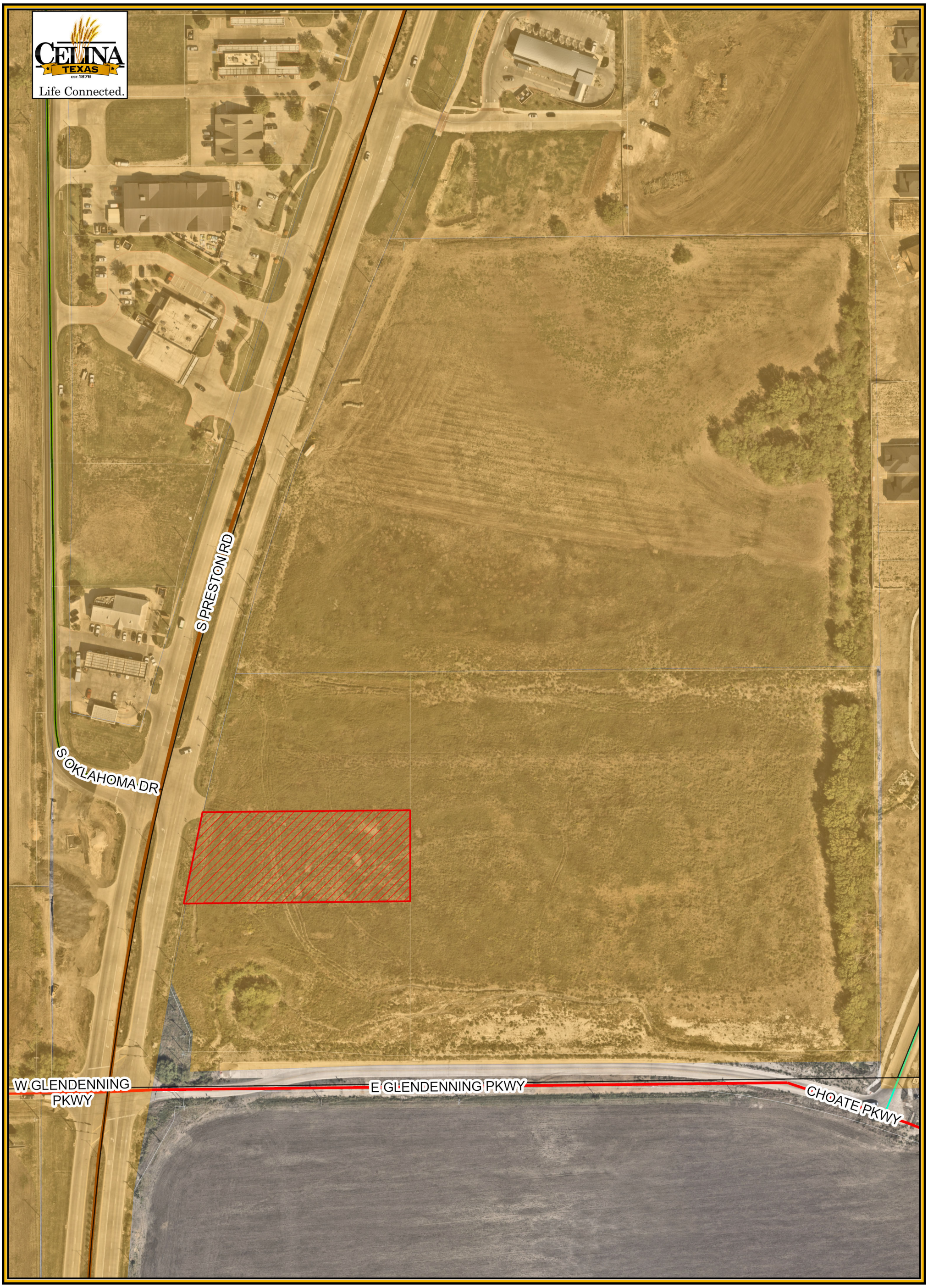
Background Information:
This request is for a Specific Use Permit on approximately two (2) acres of land for an Auto, Gas Pumps/Fuels Sales use. The purpose of the SUP requirement is to determine the appropriateness of a proposal for the subject property. The Zoning Ordinance requires "Auto, Gas Pumps/Fuels Sales" uses to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the Commercial, Office, & Retail District (C) and Preston Road Overlay (PRO). This request does not seem out of character for the corner that is being requested, and there was no public feedback at the Planning & Zoning Commission public hearing. Please refer to the attached documents for further information.

Legal Review:
N/A

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- City Limits
- Roads
- Parcels
- Subject Property

24-SUP-04 Murphy USA
Location Map
City of Celina

11/27/2024

N
W E
S

0 160 320

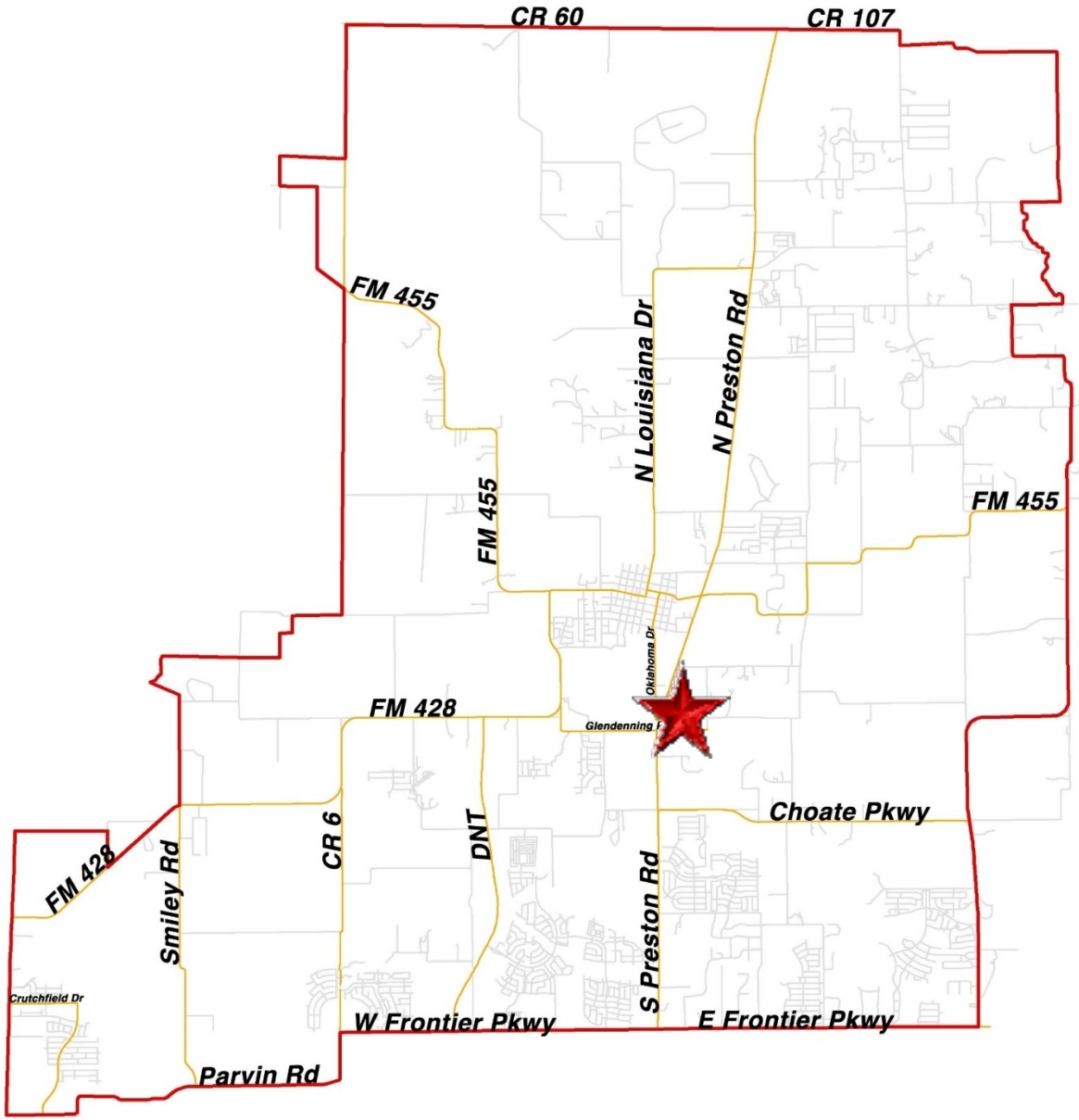
Feet

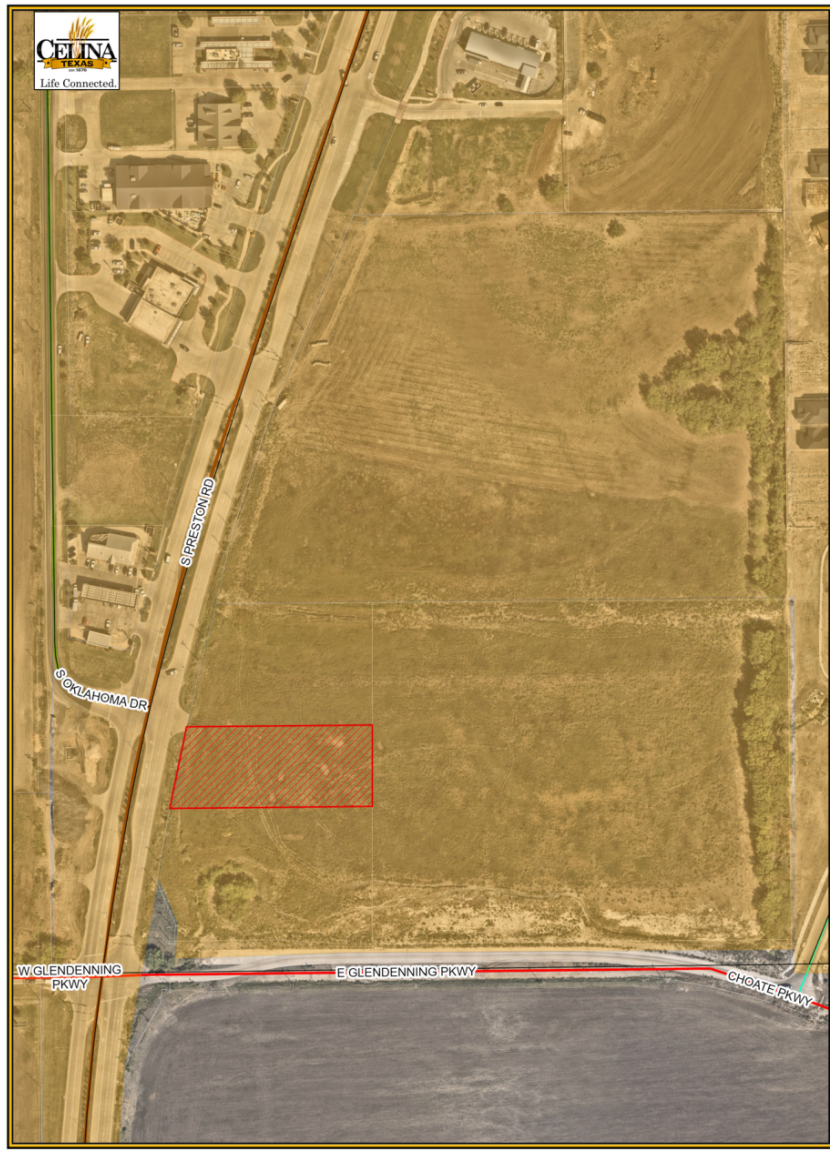
MURPHY USA

SPECIFIC USE PERMIT

City Council
February 11, 2025




CR 60
CR 107
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
Oklahoma Dr
FM 428
Choate Pkwy
FM 428
Smiley Rd
CR 6
DNT
S Preston Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the northeast corner of Preston Road and Glendenning Parkway

BACKGROUND

- The subject property is approximately 2 acres, located within the City Limits
- The property is currently zoned Commercial district
- The applicant desires to operate a gas station

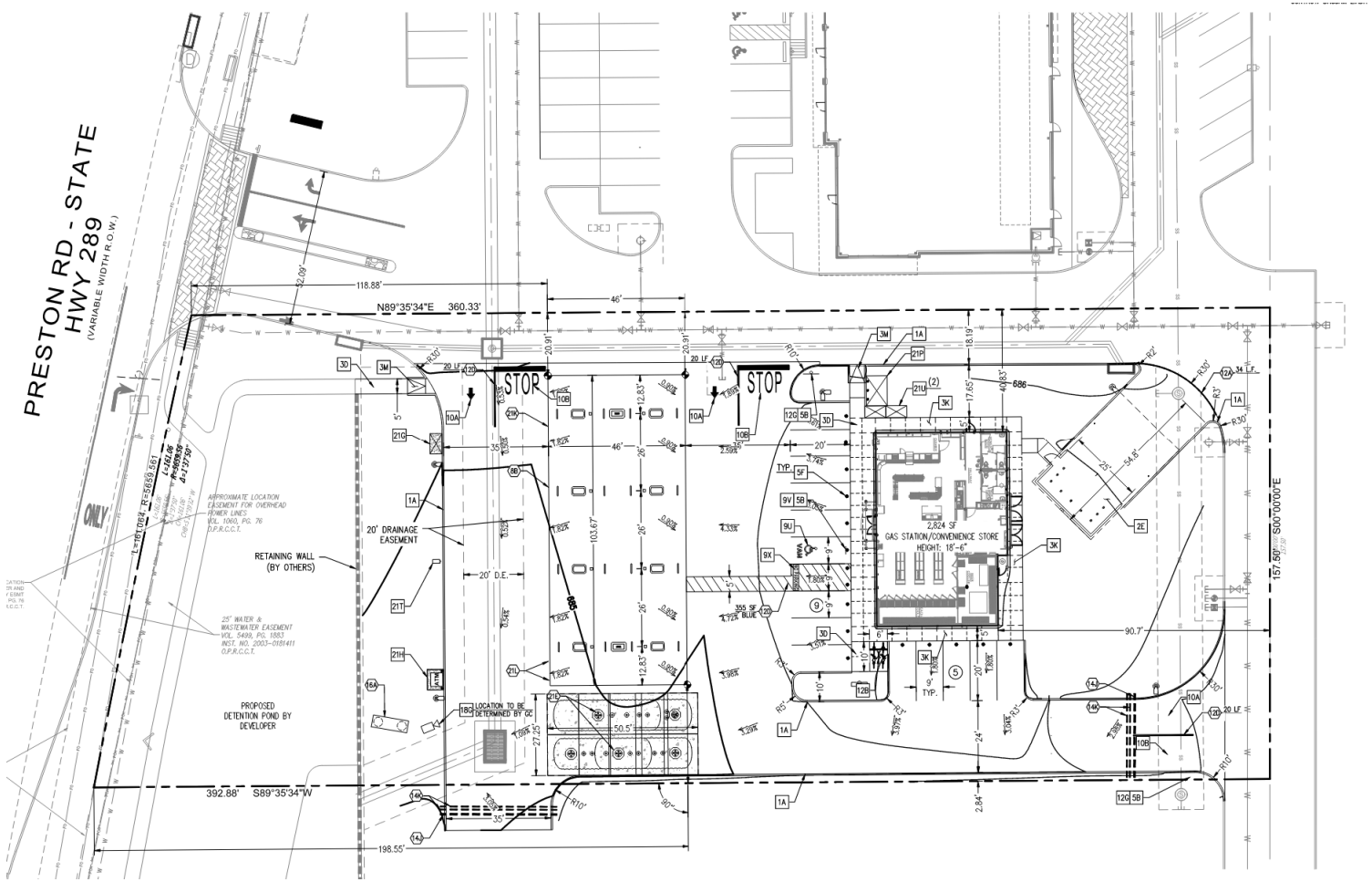
ZONING OVERVIEW

- The Zoning Ordinance requires an Auto, Gas Pumps/Fuels Sales, to first obtain a Specific Use Permit (SUP) from the City Council to legally operate in the base Commercial zoning district and Preston Road Overlay (PRO)

SUP OVERVIEW

- An SUP is required of land uses that the Zoning Ordinance may allow, but uses that are also screened and specially approved for situational suitability
- The purpose of the SUP requirement is to determine the appropriateness of a proposal
- The City has broad discretionary approval of the requested SUP

CONCEPT PLAN



CONCEPTUAL ELEVATIONS



POLICY CONSIDERATIONS

- The subject property's base zoning is Commercial
- The Future Land Use Plan (FLUP) preserves the Preston Road corridor for commercial land uses
- The proposed SUP helps diversify the tax base
- Modern design standards ensure an attractive project

POLICY CONSIDERATIONS

- The intersection of two future 6-lane arterials is a common location for the proposed use
- The market demand for additional gas stations is high
- The Master Thoroughfare Plan accommodates the proposed land use

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (7-0) at its regular meeting in December
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE 2025-____
MURPHY USA – SPECIFIC USE PERMIT (SUP)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS AN APPROXIMATELY 2 ACRE TRACT OF LAND SITUATED IN LOT 1, BLOCK A, OF THE SUMMIT COMMONS ADDITION, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE NORTHEAST CORNER OF PRESTON ROAD AND GLENDENNING PARKWAY, WITHIN THE CITY LIMITS; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B", ATTACHED HERETO AND INCORPORATED HEREIN TO BE DESIGNATED AS COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) WITH THE PRESTON ROAD OVERLAY (PRO) AND FOR A SPECIFIC USE PERMIT PROVIDING FOR AN AUTO, GAS PUMPS/FUELS SALES; PROVIDING FOR COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES AND INCLUDING PROVISIONS FOR THE AUTHORIZATION TO SEEK INJUNCTIVE RELIEF TO ENJOIN VIOLATIONS WHICH CONSTITUTE AN IMMINENT HAZARD OR DANGER TO PUBLIC HEALTH AND SAFETY; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin, and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Title 7 Chapter 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, a Specific Use Permit for "Auto, Gas Pumps/Fuels Sales" use has been requested for the property generally located at the northeast corner of Preston Road and Glendenning Parkway, Celina, Texas; and

WHEREAS, the establishment of a Specific Use Permit has been requested for the property more specifically described in Exhibit "A" attached hereto and incorporated herein for all purposes; and

WHEREAS, the property has been depicted in detail in Exhibit "B" attached hereto and incorporated herein for all purposes; and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested

Specific Use Permit accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally, and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion, has concluded that the Specific Use Permit should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare for its residents.

SECTION 3
SPECIFIC USE PERMIT

A Specific Use Permit is hereby granted to authorize "Auto, Gas Pumps/Fuels Sales" use for the property generally located at the northeast corner of Preston Road and Glendenning Parkway, Celina, Texas. Such use shall be consistent and in compliance with the underlying base zoning district. Development of the property shall be subject to the City Regulations, as amended.

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning generally located at the northeast corner of Preston Road and Glendenning Parkway, Celina, Texas, as a Specific Use Permit for "Auto, Gas Pumps/Fuels Sales" use.

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property generally located at the northeast corner of Preston Road and Glendenning Parkway, Celina, Texas, shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina, as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense, and each and every day such violation is continued shall be deemed to constitute a separate offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

The provisions of the Ordinance are severable. However, in the event this Ordinance or any procedure provided in this Ordinance becomes unlawful, or is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unenforceable, void, illegal or otherwise inapplicable, in while in part, the remaining and lawful provisions shall be of full force and effect and the City shall promptly promulgate new revised provisions in compliance with the authority's decisions or enactment.

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

The City Secretary is hereby directed to engross and enroll this Ordinance by copying the descriptive Caption in the minutes of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 11th day of February, 2025.

_____
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

Metes and Bounds/Legal Description:

Being 1.362 acres of land, more or less, out of Lot 1, Block A, of the Summit Commons Addition, according to the map or plat thereof said addition recorded in book 2022, page 351 of the map or plat records of Collin county, Texas, and more particularly described by the metes and bounds as follows:

Beginning at the southwestern corner of portion of Lot 1, Block A, of the Summit Commons Addition. Being the beginning of a non-tangent curve to the right, having a central angle of 1 degrees 37 minutes 50 seconds, a radius of 5,659.56 feet and a chord bearing and distance of 11 degrees 39 feet 32 seconds, 161.06 feet.

Thence with the north line, south 89 degrees 35 minutes 34 seconds west, 360.33 feet to a point in the northwestern most corner of the tract herein described;

Thence with the east line, south 0 degrees 0 minutes east, 157.50 feet to a point in the south easternmost corner of the tract herein described;

Thence with the south line, north 89 degrees 35 feet 34 seconds east, 392.88 feet to the place of the beginning.

EXHIBIT B
Depiction of Property



Life Connected.

City Secretary's Office
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Lauren Vaughns, City Secretary
CC:	Robert Ranc, City Manager
Intiated by:	Lauren Vaughns
Date:	February 11, 2025
Re:	Calling May 2025 Special Election

Action Requested:
Consider and act upon a Resolution ordering and calling a Special Election to be held on May 3, 2025, for the purpose of submitting to the qualified voters of the City of Celina, Texas, certain proposed amendments to the existing City Charter; designating the places at which said election is to be held; appointing the early voting clerk; making provisions for notice and publication of the election; and providing for an effective date. (Vaughns)

Background Information:
The Charter Review Commission (Commission) diligently reviewed the City Charter over a series of meetings held on October 16, October 30, November 13, and November 20, 2024. The purpose of the review was to ensure the charter remains aligned with current city operations, complies with state law, and reflects best practices for municipal governance. The Commission's recommendations were reviewed by City Council at the January 14, 2025 Council meeting. Council provided feedback to staff regarding the Commission's recommendations at the January 14 meeting, and the City Attorney drafted proposed propositions based on the Commission's recommendations and the Council's feedback

In compliance with state law and the recommendations of the Charter Review Commission and City Attorney, City staff proposes that the City Council order and call an election for May 3, 2025, to submit proposed amendments to the City Charter for voter approval.

A document showing the affect each proposition would have on the Charter language is included with this memo. The proposed propositions are as follows:

PROPOSITION 1
Shall Sections 3.01 and 3.07 of the Charter of the City of Celina, Texas be amended to provide that the Mayor will vote on matters considered by the City Council, instead of only voting to break a tie vote and not having veto power over a vote of the City Council?

PROPOSITION 2
Shall Section 3.08 be added to the Charter of the City of Celina, Texas and Section 14.01 be amended to provide that a person may serve a maximum of three (3) terms as a City Council Member and a maximum of three (3) terms as Mayor beginning with the general election in May 2026?

PROPOSITION 3
Shall Sections 4.02, 5.01, 8.01, and 8.04 of the Charter of the City of Celina, Texas be amended to provide for the City Manager to hire and remove City department heads and employees, except for the Fire Chief and Police Chief which require the concurrence of the City Council to hire?

PROPOSITION 4
Shall Section 4.03(10) of the Charter of the City of Celina, Texas be amended to eliminate the requirement to for the City Attorney to approve "as to form" all deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City?

PROPOSITION 5
Shall Section 8.03, entitled "Tax Administration", of the Charter of the City of Celina, Texas be relocated in its entirety, and without amendment, to Section 8.04, entitle "Finance Department"?

PROPOSITION 6
Shall Sections 9.01, 9.03, and 9.04 of the Charter of the City of Celina, Texas be amended and Section 9.05 be added, regarding City boards and commissions, to provide for term lengths to be three (3) years and to impose term limits of a maximum of three (3) terms on each board and commission, unless otherwise required by state law?

PROPOSITION 7
Shall Section 14.04 of the Charter of the City of Celina, Texas be amended to add the City of Celina's website as a source for publishing public notices and other official city documents?

PROPOSITION 8
Shall the Charter of the City of Celina, Texas be amended throughout to correct the capitalization of "State law" and "State of Texas"?

PROPOSITION 9
Shall Sections 2.01 and 3.05 of the Charter of the City of Celina, Texas be amended to clarify that the members of the City Council include the Mayor and all six (6) Council Member seats of Places 1, 2, 3, 4, 5 and 6, with related grammatical corrections to be made throughout the Charter?

PROPOSITION 10
Shall Sections 6.01, 13.09, 14.06, and 14.14 of the Charter of the City of Celina, Texas be amended to comply with federal and state laws?

PROPOSITION 11

Shall Sections 2.02(8), 3.02, 8.01, 8.02, 8.04, 14.08, and 14.09 of the Charter of the City of Celina, Texas be amended to correct certain outdated terminology, grammatical and numbering errors?

Legal Review:
Legal has reviewed the Resolution and proposed ballot language.

Supporting Documents:
1. Resolution
2. Staff Presentation
3. Charter Redlines Per Proposition

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

RESOLUTION NO. 2025- R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ORDERING AND CALLING A SPECIAL ELECTION FOR THE PURPOSE OF VOTING ON PROPOSED AMENDMENT TO THE HOME RULE CHARTER; AUTHORIZING A JOINT ELECTION WITH THE COLLIN COUNTY ELECTIONS ADMINISTRATOR, DENTON COUNTY ELECTIONS ADMINISTRATOR AND THE POLITICAL SUBDIVISIONS LOCATED ENTIRELY OR PARTIALLY INSIDE THE BOUNDARIES OF EACH COUNTY TO BE HELD ON MAY 3, 2025; PROVIDING FOR ALL NECESSARY ACTIONS; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 41.001(a)(1) of the Texas Election Code (hereinafter the "Code") establishes the first Saturday in May as a Uniform Election Date for the purposes of conducting a General or Special Election; and

WHEREAS, Chapter 271 of the Code provides for joint elections between municipalities and school districts; and

WHEREAS, Section 3.004(a)(3) of the Code provides that the governing body of a municipality shall be the authority to order a General or Special Election; and

WHEREAS, Section 3.005(c) of the Code provides that an election ordered by an authority of a municipality shall be ordered not later than the 78th day before Election Day; and

WHEREAS, Section 31.092 of the Code provides that the County Election Officer (the "Election Officer") may contract with the City to perform election services; and

WHEREAS, the City, the Celina Independent School District and Collin County Community College (Collin County only), will contract with Denton County and Collin County, Texas through its Election Officer to perform election services pursuant to Section 31.091; and

WHEREAS, the City Council of the City of Celina, Texas (the "City"), in the exercise of the discretion vested in it by the Constitution and laws of this State, and in accordance with the provisions of Chapter 9 of the Texas Local Government Code and having received the report of the Charter Commission has determined to submit for adoption or rejection, amendments to the City's existing Home Rule Charter, at a special election to be held May 3, 2025; and

WHEREAS, the City Council desires to and hereby calls a Special Election to be conducted on May 3, 2025, to vote on the Charter amendments as described herein.

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

SECTION 1
INCORPORATION

That all of the above premises are true and correct and are hereby incorporated in the body of this Resolution as if fully set forth herein.

SECTION 2
DATE OF ELECTION

That it is hereby ordered that a Special Election, including any necessary run-off election(s) (the "Election") shall be held in and throughout the City of Celina on Saturday, May 3, 2025, under the direction and administration of the Election Officers.

SECTION 3
PURPOSE OF ELECTION

That the purpose of said Special Election is to submit the propositions set forth in Section 4 to the voters for amendments to the Home Rule Charter.

SECTION 4
BALLOT PROPOSITIONS FOR AMENDMENTS TO THE HOME RULE CHARTER

The official ballots to be used in this Special Election shall comply with the applicable provisions of the Texas Election Code, shall state each proposed amendment separately and distinctly so that the voters shall pass upon each amendment separately and apart from another so that each voter may vote "For" or "Against" any amendment or amendments without voting "For" or "Against" all such amendments. Any non-substantive changes that need to be made for the ballot are hereby approved.

A summary of the Propositions shall be set forth on said ballots in substantially the following form and language provided hereinafter.

CITY OF CELINA PROPOSITION 1

Shall Sections 3.01 and 3.07 of the Charter of the City of Celina, Texas be amended to provide that the Mayor will vote on matters considered by the City Council, instead of only voting to break a tie vote and not having veto power over a vote of the City Council?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 2

Shall Section 3.08 be added to the Charter of the City of Celina, Texas and Section 14.01 be amended to provide that a person may serve a maximum of three (3) terms as a City Council Member and a maximum of three (3) terms as Mayor beginning with the general election in May 2026?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 3

Shall Sections 4.02, 5.01, 8.01, and 8.04 of the Charter of the City of Celina, Texas be amended to provide for the City Manager to hire and remove City department heads and employees, except for the Fire Chief and Police Chief which require the concurrence of the City Council to hire?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 4

Shall Section 4.03(10) of the Charter of the City of Celina, Texas be amended to eliminate the requirement to for the City Attorney to approve "as to form" all deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 5

Shall Section 8.03, entitled "Tax Administration", of the Charter of the City of Celina, Texas be relocated in its entirety, and without amendment, to Section 8.04, entitle "Finance Department"?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 6

Shall Sections 9.01, 9.03, and 9.04 of the Charter of the City of Celina, Texas be amended and Section 9.05 be added, regarding City boards and commissions, to provide for term lengths to be three (3) years and to impose term limits of a maximum of three (3) terms on each board and commission, unless otherwise required by state law?

□ FOR

□ AGAINST

CITY OF CELINA PROPOSITION 7

Shall Section 14.04 of the Charter of the City of Celina, Texas be amended to add the City of Celina's website as a source for publishing public notices and other official city documents?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 8

Shall the Charter of the City of Celina, Texas be amended throughout to correct the capitalization of "State law" and "State of Texas"?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 9

Shall Sections 2.01 and 3.05 of the Charter of the City of Celina, Texas be amended to clarify that the members of the City Council include the Mayor and all six (6) Council Member seats of Places 1, 2, 3, 4, 5 and 6, with related grammatical corrections to be made throughout the Charter?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 10

Shall Sections 6.01, 13.09, 14.06, and 14.14 of the Charter of the City of Celina, Texas be amended to comply with federal and state laws?

□ FOR
□ AGAINST

CITY OF CELINA PROPOSITION 11

Shall Sections 2.02(8), 3.02, 8.01, 8.02, 8.04, 14.08, and 14.09 of the Charter of the City of Celina, Texas be amended to correct certain outdated terminology, grammatical and numbering errors?

□ FOR

□ AGAINST

SECTION 5
CANCELLATION OF ELECTION

If only one person who has qualified to appear on the ballot for each office hereinbefore set forth, and no write-in candidates have submitted their names to be placed on the list for write-in candidates, the City Council may declare the candidates elected to office and cancel the election called herein.

SECTION 6
ELECTION PRECINCT, POLLING PLACE, AND HOURS

The polling place in Collin County for the Election shall be posted at a time when determined by the Collin County Elections Administrator. The polling place in Denton County for the Election shall be posted at a time when determined by Denton County Elections Administrator. In accordance with Section 41.031 of the Code, said polling place shall be open between the hours of 7:00 a.m. and 7:00 p.m. on the date of the Election.

SECTION 7
APPOINTMENT JUDGES AND CLERKS

The Election Officers shall arrange for the appointment, notifications, training and compensation of all Election Judges and Alternate Judges in accordance with law. The presiding Judge shall appoint not less than two (2) nor more than nine (9) qualified elections clerks to serve and assist in the conduct of the election in accordance with law.

SECTION 8
COMPENSATION OF THE JUDGE AND CLERKS

The Election Judge and the Alternate Election Judge shall be compensated in accordance with Section 32.091 of the Code. The Election Judge or Clerk who delivers the returns of the Election, keys to the ballot boxes or other election equipment, and unused election supplies shall also be paid the additional sum of $25.00 for delivering such materials. Any payment referred to in this Section shall not exceed the maximum amounts set forth in Sections 32.091 and 32.092 of the Code.

SECTION 9
METHOD OF VOTING

The Election Officer(s) is hereby authorized and instructed to provide and furnish all necessary election supplies to conduct the election. Voting at the Election shall be by use of a Direct Record

Electronic Voting System. Preparation of the official ballots for the Election shall conform to the requirements of the Code, and in so doing shall permit the voter to vote for one (1) Councilmember for Place 2, and one (1) Councilmember for Place 3.

SECTION 10
GOVERNING LAW; QUALIFIED VOTERS

The Election shall be held in accordance with the Constitution of the State of Texas, the Code, and the Home Rule Charter, and all resident, qualified electors of the City shall be eligible to vote at the election. Election materials shall be printed in both English and Spanish for use at the polling place and for early voting for the Election.

SECTION 11
PUBLICATION AND POSTING OF NOTICE

Notice of the Election shall be given by posting a Notice of Election in both English and Spanish at the Celina City Hall, on the bulletin board or other location used for posting notices of the meetings of the City Council not later than twenty-one (21) days prior to the date upon which the Election is to be held, and by publication of said notice at least once in a newspaper published in the City or if none, then in a newspaper of general circulation within the City, the date of said publication to be not less than ten (10) days nor more than thirty (30) days prior to the date set for the Election. Upon publication of the election notice, the City Secretary shall secure a publisher's affidavit, which complies with the requirements of the Code. In addition thereto, a copy of the notice shall also be filed with the City Secretary at least twenty-one (21) days before the Election.

SECTION 12
EARLY VOTING

Early voting by personal appearance shall be conducted by the Election Officer(s), who is hereby appointed the Early Voting Clerk. The main early voting location for Collin County voters shall be located at Collin County Elections, 2010 Redbud Blvd., #102, McKinney, Texas. The main early voting location for Denton County voters shall be located at Denton County Elections, 701 Kimberly Drive, Denton, Texas. Additional branch locations will be identified in the contract executed with the Collin County and Denton County Elections Administrators. The City Secretary may change the places and times of the locations contained in the contract without further City Council action after consulting with the Denton County Elections administrator and Collin County Elections administrator and determining that a change in the places or times is necessary. For the period early voting for the election is permitted by law, the Early Voting Clerk shall keep said office open Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m., commencing on Monday, April 21, 2025, and terminating on Tuesday, April 29, 2025, except that early voting on April 28, 2025, and April 29, 2025, shall be between the hours of 7:00 a.m. and 7:00 p.m., and (Collin County only) Saturday, April 26, 2025, (7:00 a.m. to 7:00 p.m.). Early voting will not be

conducted on any official State and/or national holiday during the period of early voting, unless required by the Code.

Application for early voting by mail shall be delivered to the Early Voting Clerk at the same address(s) and not later than the close of regular business in the Early Voting Clerk's office or 12:00 p.m., whichever is later, on April 22, 2025.

Early voting, both by personal appearance and by mail, shall be by use of ballots which conform to the requirements of the Code, and in so doing shall permit the voters to vote for one (1) Councilmember for Place 1, and one (1) Councilmember for Place 6 for three (3) year terms each. The Early ballots shall be canvassed by the Early Ballot Board, which is hereby created under the direction of the Election Officer.

SECTION 13
DELIVERY OF RETURNS

Pursuant to Section 66.051 of the Code, immediately after the closing of the poll on the day of the Election, the Election Officers shall make four (4) copies of the returns. The returns shall be delivered as follows: The Election Judge shall deliver envelope #1 in person to the presiding officer of the local canvassing authority. If the presiding officer of the local canvassing authority is unavailable, the envelope shall be delivered to the general custodian of election records who shall then deliver it to the local canvassing authority before the time set for convening the local canvass. The Election Judge shall deliver envelope #2 to the general custodian of election records. The Election Judge shall retain envelope #3. The Election Judge shall deliver envelope #4 in person to the voter registrar. If the voter registrar is unavailable, the envelope shall be delivered to the general custodian of election records, who shall deliver it to the voter registrar on the next regular business day. All election records and supplies shall be preserved by the Elections Administrator/City Secretary in accordance with the Code.

SECTION 14
CANVASSING OF RETURNS

In accordance with Section 67.003 of the Code, the City Council shall canvass the returns not earlier than May 6, 2025, or later than May 14, 2025.

SECTION 15
NECESSARY ACTIONS

The Mayor, City Council, Election Officer and City staff, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Code in carrying out and conducting the Election, whether or not expressly authorized herein.

SECTION 16
SEVERABILITY CLAUSE

It is hereby declared to be the intent of the City Council of the City of Celina that the phrases, clauses, sentences, paragraphs, and sections of this Resolution are severable, and if any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Resolution, since the same would have been enacted by the City Council without incorporation of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 17
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Resolution by copying the descriptive caption in the minutes of the City Council and by filing this Resolution in the records of the City.

SECTION 18
EFFECTIVE DATE

This Resolution shall become effective from and after its date of passage in accordance with law.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, this the 11th day of February 2025.

CITY OF CELINA

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

Proposed Charter Amendments and Ballot Language

City Council Meeting
February 11, 2025



Purpose of Presentation

- To review the proposed ballot language for the Charter Amendment Election.
- To ensure clarity and alignment with state laws and city regulations.
- To seek City Council's feedback and approval of the propositions.

Summary of Proposed Ballot Language

- 11 propositions address structural, procedural, and terminology updates.
- Language drafted in compliance with state laws and voter clarity.
- Each proposition focuses on a specific aspect of the City Charter.

Proposition 1: Mayor Voting Rights

Proposed Language:
Shall Sections 3.01 and 3.07 of the Charter of the City of Celina, Texas be amended to provide that the Mayor will vote on matters considered by the City Council, instead of only voting to break a tie vote and not having veto power over a vote of the City Council?

□ FOR
□ AGAINST

Key Changes:
- Allows the Mayor to vote on all matters before the City Council.
- Maintains that the Mayor does not have veto power.

Proposition 2 – Term Limits for Mayor & Council

Proposed Language:
Shall Section 3.08 be added to the Charter of the City of Celina, Texas and Section 14.01 be amended to provide that a person may serve a maximum of three (3) terms as a City Council Member and a maximum of three (3) terms as Mayor beginning with the general election in May 2026?
□ FOR
□ AGAINST

Key Changes:
- Establishes a limit of three (3) terms for both Council Members and the Mayor.
- Applies prospectively beginning in May 2026.

Proposition 3 – City Manager Authority

Proposed Language:
Shall Sections 4.02, 5.01, 8.01, and 8.04 of the Charter of the City of Celina, Texas be amended to provide for the City Manager to hire and remove City department heads and employees, except for the Fire Chief and Police Chief which require the concurrence of the City Council to hire?
□ FOR
□ AGAINST

Key Changes:
- Grants the City Manager full authority over hiring/firing except for the Fire and Police Chiefs.
- City Council concurrence remains required for hiring Fire and Police Chiefs.

Proposition 4 – City Attorney's Role in Legal Approvals

Proposed Language:
Shall Section 4.03(10) of the Charter of the City of Celina, Texas be amended to eliminate the requirement to for the City Attorney to approve "as to form" all deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City?
□ FOR
□ AGAINST

Key Changes:
- Removes the mandatory requirement for City Attorney approve "as to form" all legal documents.

Proposition 5 – Relocation of Tax Administration Section

Proposed Language:
Shall Section 8.03, entitled “Tax Administration”, of the Charter of the City of Celina, Texas be relocated in its entirety, and without amendment, to Section 8.04, entitle “Finance Department”?
□ FOR
□ AGAINST

Key Changes:
- Moves tax administration provisions to the Finance Department section.

Proposition 6 – Board & Commission Term Limits

Proposed Language:
Shall Sections 9.01, 9.03, and 9.04 of the Charter of the City of Celina, Texas be amended and Section 9.05 be added, regarding City boards and commissions, to provide for term lengths to be three (3) years and to impose term limits of a maximum of three (3) terms on each board and commission, unless otherwise required by state law?
□ FOR
□ AGAINST

Key Changes:
- Establishes three-year terms for boards and commissions, unless otherwise required by state law.
- Imposes a maximum of three (3) terms per board member.

Proposition 7 – Website for Public Notices

Proposed Language:
Shall Section 14.04 of the Charter of the City of Celina, Texas be amended to add the City of Celina's website as a source for publishing public notices and other official city documents?
□ FOR
□ AGAINST

Key Changes:
- Allows the City website to be an official platform for public notices.

Proposition 8 – Capitalization Consistency

Proposed Language:
Shall the Charter of the City of Celina, Texas be amended throughout to correct the capitalization of "State law" and "State of Texas"?
□ FOR
□ AGAINST

Key Changes:
- Standardizes capitalization of legal terms throughout the Charter.

Proposition 9 – Clarification of Council Structure

Proposed Language:
Shall Sections 2.01 and 3.05 of the Charter of the City of Celina, Texas be amended to clarify that the members of the City Council include the Mayor and all six (6) Council Member seats of Places 1, 2, 3, 4, 5 and 6, with related grammatical corrections to be made throughout the Charter?
□ FOR
□ AGAINST

Key Changes:
- Clarifies that the City Council consists of the Mayor and six Council Members.

Proposition 10 – Compliance with Federal & State Laws

Proposed Language:
Shall Sections 6.01, 13.09, 14.06, and 14.14 of the Charter of the City of Celina, Texas be amended to comply with federal and state laws?
□ FOR
□ AGAINST

Key Changes:
- Updates Charter language to reflect legal compliance.

Proposition 11 – Terminology & Formatting Updates

Proposed Language:
Shall Sections 2.02(8), 3.02, 8.01, 8.02, 8.04, 14.08, and 14.09 of the Charter of the City of Celina, Texas be amended to correct certain outdated terminology, grammatical and numbering errors?
□ FOR
□ AGAINST

Key Changes:
- Updates outdated terminology and numbering errors.
- Improves readability and accuracy of the City Charter.

Next Steps

- February 11: Council will call the election and approve the items to be placed on the May ballot.
- Early Voting: April 21-29
- Election Day: May 3

Staff recommends Council call the election for May 3 with the proposition language as approved.

QUESTIONS?

HOME RULE CHARTER

CHAPTER 1
INCORPORATION AND BOUNDARIES

§ 1.01. INCORPORATION.
§ 1.02. BOUNDARIES AND LIMITS.
§ 1.03. ANNEXATIONS AND DISANNEXATIONS.

CHAPTER 2
FORM OF GOVERNMENT AND POWERS

§ 2.01. FORM OF GOVERNMENT.
§ 2.02. POWERS OF THE CITY.
§ 2.03. POWERS - GENERAL.

CHAPTER 3
CITY COUNCIL

§ 3.01. MAYOR.
§ 3.02. QUALIFICATIONS.
§ 3.03. COMPENSATION.
§ 3.04. VACANCIES IN THE CITY COUNCIL; FILLING OF VACANCIES.
§ 3.05. MEETINGS; QUORUM.
§ 3.06. MAYOR PRO TEM AND DEPUTY MAYOR PRO TEM.
§ 3.07. ABSTENTION.
§ 3.07. TERM LIMITS

CHAPTER 4
CITY MANAGER

§ 4.01. CITY MANAGER - QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION.
§ 4.02. CITY MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NON-INTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS.
§ 4.03. CITY MANAGER - SPECIFIC POWERS AND DUTIES.

CHAPTER 5
CITY SECRETARY

§ 5.01. APPOINTMENT; REMOVAL; COMPENSATION.
§ 5.02. DUTIES OF THE CITY SECRETARY.

CHAPTER 6
MUNICIPAL COURT

§ 6.01. CREATION.
§ 6.02. MUNICIPAL COURT JUDGE.
§ 6.03. CLERK OF THE COURT.
§ 6.04. JURISDICTION, POWER, AND FINES.
§ 6.05. COSTS, FINES, AND PENALTIES.

CHAPTER 7
CITY ATTORNEY

§ 7.01. APPOINTMENT.
§ 7.02. COMPENSATION.
§ 7.03. DUTIES OF CITY ATTORNEY.

CHAPTER 8
CITY DEPARTMENTS

§ 8.01. ADMINISTRATIVE DEPARTMENTS.

§ 8.02. POLICE AND FIRE DEPARTMENTS.
§ 8.03. TAX ADMINISTRATION.
§ 8.04. FINANCE DEPARTMENT.
§ 8.05. FISCAL YEAR.
§ 8.06. ANNUAL BUDGET.
§ 8.07. FAILURE TO ADOPT ANNUAL BUDGET.
§ 8.08. BONDS AND OTHER EVIDENCES OF INDEBTEDNESS.

CHAPTER 9
BOARDS AND COMMISSIONS

§ 9.01. PLANNING AND ZONING COMMISSION.
§ 9.02. BOARD OF ADJUSTMENTS.
§ 9.03. PARK AND RECREATION BOARD.
§ 9.04. OTHER BOARDS AND COMMISSIONS.
§ 9.05. TERM LIMITS

CHAPTER 10
ORDINANCES

§ 10.01. PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS.
§ 10.02. PUBLICATION OF ORDINANCES.
§ 10.03. CODE OF ORDINANCES.
§ 10.04. ORDINANCES AND RESOLUTIONS NOW IN EFFECT.

CHAPTER 11
ELECTIONS

§ 11.01. CITY ELECTIONS.
§ 11.02. SPECIAL ELECTIONS.
§ 11.03. REGULATION OF ELECTIONS.
§ 11.04. CANDIDATES: FILING FOR OFFICE.
§ 11.05. OFFICIAL BALLOT.
§ 11.06. CANVASSING AND ELECTION RESULTS.
§ 11.07. RUN-OFF ELECTION.

CHAPTER 12
FRANCHISES

§ 12.01. POWER TO GRANT FRANCHISE.
§ 12.02. TRANSFER OF FRANCHISE.
§ 12.03. OWNERSHIP, USE AND CONTROL OF STREETS.
§ 12.04. RIGHT OF REGULATION.
§ 12.05. COMPENSATION FOR FRANCHISE.
§ 12.06. COUNCIL TO FIX AND REGULATE CHARGES, FARES, OR RATES.

CHAPTER 13
INITIATIVE, REFERENDUM AND RECALL

§ 13.01. POWER OF INITIATIVE.
§ 13.02. POWER OF REFERENDUM.
§ 13.03. FORM OF PETITION FOR INITIATIVE AND REFERENDUM.
§ 13.04. FILING, EXAMINATION AND CERTIFICATION OF PETITIONS.
§ 13.05. COUNCIL CONSIDERATION AND SUBMISSION TO VOTERS.
§ 13.06. BALLOT FORM AND RESULTS OF ELECTION.
§ 13.07. POWER OF RECALL.
§ 13.08. RECALL ELECTION.
§ 13.09. RECALL BALLOT.
§ 13.10. RESULTS OF A RECALL ELECTION.
§ 13.11. LIMITATIONS ON RECALL.

CHAPTER 14
GENERAL AND TRANSITIONAL PROVISIONS

§ 14.01.	**CONTINUATION OF PRESENT OFFICES.**	**§ 14.08.**	**INDEMNIFICATION OF OFFICERS.**
§ 14.02.	**CONFLICT OF INTEREST.**	**§ 14.09.**	**CLAIMS FOR DAMAGE OR INJURY.**
§ 14.03.	**NEPOTISM.**		
§ 14.04.	**OFFICIAL NEWSPAPER.**	**§ 14.10.**	**AMENDMENT OF THIS CHARTER.**
§ 14.05.	**JUDICIAL NOTICE.**		
§ 14.06.	**PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION.**	**§ 14.11.**	**BOND OR SECURITY NOT REQUIRED.**
		§ 14.12.	**SEVERABILITY CLAUSE.**
§ 14.07.	**PUBLIC MEETINGS AND RECORDS.**	**§ 14.13.**	**MEANING OF WORDS.**
		§ 14.14.	**EFFECTIVE DATE.**

Editor's note–*Printed herein is the charter of the City of Celina, Texas, which was adopted at an election held on 5/12/07 and as amended on 5/7/16. Apart from minor nonsubstantive changes in style and formatting, the charter is reproduced as adopted. Capitalization, punctuation and grammar have been retained. Obviously misspelled words have been corrected without notation. Material enclosed in brackets has been added for clarification. Amendments to the charter are indicated by a history note following the amended provision. The absence of a history note indicates the material is unchanged from the original charter. Pursuant to the election held on 5/10/16, by Ordinance 2016-02, propositions 1 and 2 revisions incorporated herein without notation.*

CHAPTER 1
INCORPORATION AND BOUNDARIES

§ 1.01. INCORPORATION.

All inhabitants of the City of Celina, Texas, as the boundaries and limits of said City have heretofore been established and now exist or may hereafter be established shall constitute a municipal body politic incorporated under and known by the name "City of Celina" with such powers, rights, duties, privileges, and immunities as are herein provided.

§ 1.02. BOUNDARIES AND LIMITS.

The boundaries and limits of the City of Celina shall be those as established and described in ordinances duly passed by the City Council of the City of Celina in accordance with state law. The City Secretary shall keep a correct and complete description and official map on file, with recent annexations and disannexations.

§ 1.03. ANNEXATIONS AND DISANNEXATIONS.

The City shall have the power by ordinance to fix the boundaries of the City and to alter its boundaries by annexing any territory adjoining its present or future boundaries in any size or shape desired in any manner provided by state law. The City may from time to time alter its boundaries by disannexing any territory adjoining its present or future boundaries by passage of an ordinance describing the territory being disannexed. Any additional territory annexed to the City shall be a part of the City for all purposes, and the property situated therein shall bear its pro rata part of the taxes levied by the City as provided by state law. The inhabitants thereof shall be entitled to all rights and privileges of all citizens and shall be bound by the acts, ordinances, and resolutions of the City.
(Amended 5/7/22)

CHAPTER 2
FORM OF GOVERNMENT AND POWERS

§ 2.01. FORM OF GOVERNMENT.

The municipal government for the City of Celina shall be a "Council-Manager Government." Except as otherwise provided by this Charter and the Constitution and laws of the state of Texas, all powers conferred on the City shall be exercised by a "City Council" to be composed of seven (7) members consisting of a Mayor and six (6) Council Members in Places 1, 2, 3, 4, 5 and 6 elected by qualified voters for a term of three (3) years. For purposes of this Charter the phrase "member(s) of the City Council" or similar words refers to one, sone or all of the seven (7) members, as the context requires, and the phrase "Council Member(s)" refers to one, sone or all of the six (6) Places, as the context requires.

§ 2.02. POWERS OF THE CITY.

The City of Celina shall be a Home Rule City under the Constitution and laws of the state of Texas and shall have all powers, functions, rights, privileges, and immunities of every kind and nature granted to a Home Rule City under Article XI, Section 5, of the Constitution of the state of Texas, known as the Home Rule Amendment, and all other laws passed by the Legislature of the state of Texas relating thereto, or which may hereafter be passed by said Legislature in relation to such matters including, but not limited to the following powers:

(1) To assess, levy, and collect taxes for general and special purposes on all lawful subjects of taxation.

(2) To fix and regulate the rates of gas, water, electricity, and other utilities, and to regulate and fix the fares, tolls, and charges of local telephones and exchanges, public carriers and motor vehicles where they are transporting passengers, freight or baggage, and generally to fix and regulate the rates, tolls, or charges and the kind of service of all public utilities of every kind, unless otherwise required by state law.

(3) To sue and be sued, to contract and be contracted with, to buy, sell, lease, mortgage, hold, manage, and control such property as its interests require.

(4) To make and enforce all police, health, sanitary and other regulations, and pass such ordinances as may be expedient for maintaining and promoting the peace, good government, and welfare of the City, for the performance of the functions thereof, for the order and security of its inhabitants, and to protect the peace, lives, health, and property of such inhabitants, and to provide suitable penalties for the violation of any ordinance enacted by the City.

(5) To borrow money on the faith and credit of the City by the issue or sale of bonds, warrants, certificates of obligation, notes or other securities authorized by the laws of the state of Texas.

(6) To acquire, by purchase, gift or devise, or by the exercise of the right of condemnation, and own, in fee simple or otherwise, either public or private property located inside or outside of the corporate limits of the City for the extension, improvement and enlargement of its waterworks system, including riparian rights, water supply reservoirs, stand pipes, watersheds, dams, and the laying, building, maintenance and construction of water mains, rights-of-way in connection therewith, and the laying, erection, establishment or maintenance of any necessary appurtenances or facilities which will furnish to the inhabitants of the City an abundant supply of wholesome water; for sewerage plants and systems; rights-of-way for water and sewer lines; parks, playgrounds, fire stations, police stations, incinerators or other garbage disposal plants; streets, boulevards, and alleys or other public ways; municipal buildings, garages and parking facilities, or any rights-of-way needed in connection with any property used for any purpose hereinabove named; for the straightening or improving of the

channel of any stream, branch or drain or for any other municipal or public purpose though not specifically enumerated in this Charter.

(7) To institute and prosecute suits without giving security therefor, and appeal from judgments of the courts without giving supersedeas or cost bonds, other bonds or security whatsoever.

(8) To have the exclusive right to erect, own, maintain and operate a waterworks and sanitary system for the use of said City and its inhabitants and to regulate the same, including the right to prescribe rates for water and sanitary sewer services, and to make such rules and regulations as may be deemed expedient, including the power to extend water and sanitary sewer lines and assess a portion or all of the cost therefore and affix a lien against the property and the owner thereof, and do anything whatsoever necessary to operate and maintain said waterworks and to compel the owners of all property and the agents of such owners to pay all charges for water and sanitary sewer services furnished.

(9) To acquire property within or without its boundaries or within boundaries of other municipalities for any public purpose, in fee simple or lesser interest or estate, by purchase, gift, devise, lease, or condemnation when necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and the laws of the state of Texas.

(10) To sell, lease, hold, manage, control and police any property now owned by it or which it may hereafter acquire, and shall have the right to lease or let its property whether inside or outside of the corporate limits of the City subject to any limitations set forth in state law or this Charter.

(11) To lay out, open, close, establish, alter, widen, lower, extend, grade, supervise, maintain, and improve streets, alleys, and parks, and to regulate the use thereof and require removal of all obstructions or encroachments of every nature and character upon said public streets, sidewalks or other public property.

(12) To create offices, determine the method for selection of officers, and prescribe the qualifications, duties, and tenure of office for officers.

(13) To appropriate the money of the City for all lawful purposes to create, for, construct, regulate, and maintain public works, public improvements of any nature, economic development and to furnish municipal services as may be provided by resolution or ordinance of the City Council, or as required by law.

(Amended 5/7/16)

§ 2.03. POWERS - GENERAL.

The enumeration of particular powers in the Charter shall not be held or deemed to be exclusive, but in addition to the powers enumerated herein, implied thereby, or appropriate to the exercise thereof, the City shall have and may exercise all other powers which under the Constitution and laws of the state of Texas it would be competent for the Charter specifically to enumerate.

CHAPTER 3
CITY COUNCIL

§ 3.01. MAYOR.

The person elected Mayor shall be the presiding officer of all meetings of the City Council. He/She shall be the official head of the City government for all ceremonial purposes and by the governor for purposes of military law. The Mayor shall be entitled to vote upon all matters considered by the City Council, but shall have no veto power. The Mayor shall present an annual state of the City message, and perform other duties as specified by the City Council, imposed by this Charter or by applicable state law. The Mayor may sign, upon authorization of the City Council, all resolutions, ordinances, contracts or conveyances on behalf of the City, and all bonds, warrants, and any other obligations issued under the provisions of this Charter.

§ 3.02. QUALIFICATIONS.

In addition to any other qualifications prescribed by the Texas Election Code or any other applicable law, the Mayor and each Council Member shall meet the conditions of this Charter while in office, and shall reside within the corporate limits of the City while in office. Any member of the City Council ceasing to possess any of the qualifications specified in this Section or convicted of a felony while in office, shall immediately forfeit such position. Each candidate for election to the City Council shall be a qualified voter of the City, shall be not less than twenty-one (21) years of age immediately preceding election day, shall have resided in the City not less than twelve (12) months immediately preceding election day and shall meet the requirements of the Texas Election Code.

No candidate may file in a single election for more than one (1) office or position as provided by this Charter.

The position of an elected Mayor or Council Member shall become vacant when the person holding such office is elected to another elective public office, or as otherwise provided by the Texas Constitution. (Amended 5/7/16; 5/7/22)

§ 3.03. COMPENSATION.

Members of the City Council shall serve without compensation, except that members of the City Council shall be entitled to reimbursement of all necessary and reasonable expenses incurred in the performance of their official City Council duties, upon approval of such expenses by the City Council.

§ 3.04. VACANCIES IN THE CITY COUNCIL; FILLING OF VACANCIES.

A. The office of a Council Member or office of the Mayor shall become vacant upon his/her death, written resignation, or removal from office in any manner authorized by law, removal of his/her residence from the City of Celina, or forfeiture of his/her office.

B. A Council Member or the Mayor shall forfeit his/her office if he/she lacks at any time during his/her term of office any qualification for the office prescribed by this Charter or by state law, or if he/she violates any express prohibition of this Chapter or any other provision of this Charter, or if he/she fails to attend three (3) consecutive regular City Council meetings without being excused by the City Council. The City Council shall be the final judge in matters involving forfeiture of office by a Council Member or the Mayor.

C. A vacancy on the City Council shall be filled by election in accordance with the Texas Constitution. However, a vacancy may be filled by appointment if the vacancy is created in an unexpired term having 12 months or less remaining.

(Amended 5/7/16)

§ 3.05. MEETINGS; QUORUM.

Regular meetings of the City Council shall be held at such times as may be prescribed from time to time by resolution of the City Council. Special meetings shall be called by the City Secretary upon the written request of the Mayor, the City Manager or two (2) Council Members. Notice of any regular or special meetings of the City Council shall state the subject to be considered at the meeting. All official meetings of the City Council and of all committees thereof shall be open to the public as provided by state law. A quorum shall consist of four (4) members of the City Council. No action of the City Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of at least three (3) members of the City Council. The City Council shall determine its own rules of procedure, may punish members of the City Council for misconduct, and may compel the attendance of absent members.

§ 3.06. MAYOR PRO TEM AND DEPUTY MAYOR PRO TEM.

A. The City Council shall elect one Council Member as Mayor Pro Tem no later than the second regular City Council meeting after such election or runoff election who shall perform the duties of Mayor in the case of the absence or inability of the Mayor to perform the duties of his/her office, and who shall, during that time, be vested with all the powers and responsibilities belonging to the Mayor.

B. The City Council shall elect one Council Member as Deputy Mayor Pro Tem, who shall perform the duties of Mayor in the case of the absence or inability of the Mayor and Mayor Pro Tem to perform the duties of his/her office, and who, shall during that time, be vested with all the powers and responsibilities belonging to the Mayor.

(Amended 5/7/22)

§ 3.07. ABSTENTION.

Should any member of the City Council choose to abstain from voting on any question or matter before the City Council, where no conflict of interest exists, immediately following the vote the Mayor shall announce the abstention without conflict and the Mayor's or Council Member's abstention shall be recorded as a negative vote in the official minutes of the meeting.

§ 3.08. TERM LIMITSS.

No person shall serve as Mayor for more than three elected terms, and no person shall serve as a Council Member for more than three elected terms. No person shall serve as a Council Member and Mayor (combined) for more than six (6) elected terms. An appointment or election to fulfill an unexpired Council Member term, or unexpired Mayor term if applicable, shall not count as an elected term. Any term, whether served as Mayor or Council Member, that is not fully completed shall not count as a full elected term except when someone resigns with less than 180 days remaining in their term. Terms to which members of the City Council were elected or appointed prior to the general election in May 2026 shall not count towards term limits established by this Section 3.08.

CHAPTER 4
CITY MANAGER

§ 4.01. CITY MANAGER - QUALIFICATIONS, APPOINTMENT AND REMOVAL; DUTIES; COMPENSATION.

The City Manager shall be the chief administrative and executive officer of the City. The City Manager is appointed by and serves at the will of the City Council. The City Manager shall be appointed solely on the basis of his/her ability, experience, and training. The City Manager shall administer the business of the City and the City Council shall ensure that such administration is in the best interests of the City. The City Council may by ordinance delegate to the City Manager any additional powers or duties it considers proper for the efficient administration of City affairs. The City Manager shall execute a bond conditioned that he/she will faithfully perform the duties of City Manager. The amount of such bond shall be as prescribed by ordinance adopted by the City Council. The City Council shall be authorized to enter into a Contract of Employment with the City Manager and to prescribe such compensation therein as it may fix. The action of the City Council in suspending or removing the City Manager shall be final, it being the intention of this Charter to vest all authority and responsibility for such suspension or removal in the City Council.

§ 4.02. CITY MANAGER - DIRECTION AND SUPERVISION OF EMPLOYEES, NON-INTERFERENCE BY COUNCIL; APPOINTMENTS AND REMOVALS OF DEPARTMENT HEADS.

Except for the purpose of inquiries and investigations as provided by this Charter or otherwise by law, each member of the City Council shall deal with City officers and employees who are subject to the direction and supervision of the City Manager solely through the City Manager, and no member of the City Council shall give orders to any subordinate of the City Manager, either publicly or privately. Neither the City Council nor any member of the City Council shall direct or request the appointment of any person to or his/her removal from office by the City Manager or by any of his/her subordinates. Except as otherwise provided in Section 8.02, the City Manager shall be responsible for, and have the power to appoint, suspend, and/or remove all or any one of the department heads and employees who are subject to the direction and supervision of the City Manager..
(Amended 5/7/22)

§ 4.03. CITY MANAGER - SPECIFIC POWERS AND DUTIES.

The City Manager shall be responsible to the City Council for the proper administration of the affairs of the City and shall have the power and duty to:

(1) Exercise control over all departments and subdivisions thereof created by this Charter or by ordinance.

(2) Prepare and recommend items for inclusion in the official agenda of all City Council meetings and meetings of the Boards and Commissions as established by this Charter or by ordinance.

(3) Prepare and submit to the City Council the annual budget and capital program and administer the budget as adopted by the City Council.

(4) Be responsible for the proper administration of all City affairs placed in his/her hands.

(5) See that all terms and conditions imposed in favor of the City or inhabitants in any public utility franchise are faithfully kept and performed.

(6) See that all laws and ordinances are enforced.

(7) Keep the City Council at all time fully advised as to the financial condition and needs of the City, and prepare and submit to the City Council an annual report on the finances and administrative activities of the City, including the report of the annual audit required by state law.

(8) Appoint, suspend, and/or remove employees not otherwise provided for in this Charter. Appointments made by him/her shall be on the basis of experience and ability.

(9) Attend all City Council meetings with the right to take part in discussion of City business.

(10) Recommend to the City Council for adoption such measures as he/she may deem necessary or expedient; to execute deeds, deeds of trust, easements, releases, contracts, and all other legal instruments on behalf of the City when authorized by ordinance or resolution of the City Council.

(11) Perform such other duties as are specified in this Charter or as may be required by the City Council by ordinance or resolution, not inconsistent with this Charter, or state or federal law.

(Amended 5/7/22)





CHAPTER 5
CITY SECRETARY

§ 5.01. APPOINTMENT; REMOVAL; COMPENSATION.

The City Manager shall appoint, suspend, and/or remove the City Secretary. The City Secretary shall receive such compensation as shall be fixed by the City Manager.

§ 5.02. DUTIES OF THE CITY SECRETARY.

The City Secretary shall:

(1) Give notice of all official public meetings of the City Council in a manner consistent with this Charter and state laws.

(2) Attend all meetings of the City Council and keep accurate records of all actions taken by the City Council.

(3) Maintain the official records and files of the City.

(4) Administer oaths as required by law.

(5) Attest contracts, assessment certificates, ordinances, resolutions, and other legal instruments when executed by the authorized officers of the City.

(6) Serve as the election official for all City elections.

(7) Hold and maintain the City Seal and affix it to all appropriate documents as required.

(8) Engross and enroll all laws, resolutions and ordinances of the City Council.

(9) Perform such other duties as may be required by the City Manager, this Charter, or the laws of the state of Texas.

CHAPTER 6
MUNICIPAL COURT

§ 6.01. CREATION.

The City shall establish, in accordance with state law, and cause to be maintained, a Municipal Court to be known as the Municipal Court of the City of Celina, Texas. The City Council shall appoint one or more Municipal Judges to serve in such Court. The Court shall have all the powers and duties as are now, or as may hereafter, be prescribed by the laws of the state of Texas and the ordinances of the City in connection with the adjudication of misdemeanor offenses within its jurisdiction.

§ 6.02. MUNICIPAL COURT JUDGE.

The Judge of the Municipal Court, and all alternates, shall be competent, duly qualified, and licensed attorneys in the state of Texas. The Judge of the Municipal Court shall be appointed by the City Council to a term of three (3) years and may be appointed to additional and consecutive terms. The Judge shall serve at the will and pleasure of the City Council and receive such compensation as may be determined by the City Council. This compensation shall be fixed, and be commensurate with the duties performed by the Judge.
(Amended 5/7/16)

§ 6.03. CLERK OF THE COURT.

There shall be a Clerk of the Municipal Court appointed by the City Manager. The Clerk of the Court and any Deputies appointed by the City Manager shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court as necessary and as required by law, and in general, do and perform any and all acts usual and necessary to be performed by clerks and deputy clerks of municipal courts of the state of Texas.

§ 6.04. JURISDICTION, POWER, AND FINES.

The Municipal Court shall have jurisdiction:

(1) Over the forfeiture and collection of bonds given in proceedings therein, and to order the forfeiture of cash acceptance bonds upon the failure of the defendant to appear, and to accept the same in lieu of a fine;

(2) Concurrent with the appropriate State Court on all criminal cases arising under the criminal laws of the state, where the offense is committed within the City limits and the penalty does not exceed that which is established for Municipal Courts by state law;

(3) Over all criminal cases arising under the ordinances of the City within the City limits and outside the City limits to the extent authorized by state law;

(4) Punish for contempt, admit to bail, and forfeit bonds under such circumstances and as provided by law;

(5) Enforce all process of the Courts in accordance with state law and City ordinances, punish witnesses for failing to obey subpoenas, and compel their attendance by process of attachment.

§ 6.05. COSTS, FINES, AND PENALTIES.

All costs, fines, and penalties imposed by the Municipal Court shall be paid into the City Treasury for the use and benefit of the City, as may be consistent with present and future state laws.





CHAPTER 7
CITY ATTORNEY



§ 7.01. APPOINTMENT.

The City Council shall appoint a competent licensed attorney of recognized ability and he/she shall be known as the City Attorney. The City Attorney shall serve at the will and pleasure of the City Council.

§ 7.02. COMPENSATION.

The City Attorney shall receive for his/her services such compensation as may be fixed by the City Council at the time of his/her appointment, and from time to time as authorized by the City Council.

§ 7.03. DUTIES OF CITY ATTORNEY.

The City Attorney shall be the legal adviser of, and attorney for, all of the offices and departments of the City and shall represent the City in all litigation and legal proceedings, provided, however, that the City Council may retain special counsel at any time it deems appropriate and necessary. He/She shall review as directed and approve as to form all documents, contracts, resolutions, ordinances, and legal instruments in which the City may have an interest. The City Attorney shall perform other duties prescribed by the Charter, by ordinance or resolution of the City Council.
(Amended 5/7/22)

CHAPTER 8
CITY DEPARTMENTS

§ 8.01. ADMINISTRATIVE DEPARTMENTS.

There shall be such administrative departments as are established by this Charter and as may be established by ordinance and, except as otherwise provided in this Charter, such administrative departments shall be under the direction and supervision of the City Manager. The head of each department shall be appointed by the City Manager, and such department head shall have supervision and control over his/her department. The same individual may head two (2) or more departments, and the City Manager may head one (1) or more departments.

§ 8.02. POLICE AND FIRE DEPARTMENTS.

There is hereby created a Police Department of the City of Celina, at the head of which shall be the Chief of Police. There is hereby created a Fire Department of the City of Celina, at the head of which shall be a Fire Chief. The head of each department shall be appointed by the City Manager with the concurrence of the City Council, and such department head shall have supervision and control over his/her department. The duties of the Chief of Police and Fire Chief and the other officers and personnel of such departments shall be as provided by ordinance. The administration of the Police Department and Fire Department may be combined or organized in any manner as determined by the City Manager with the concurrence of the City Council.

§ 8.03. RESERVED.

§ 8.04. FINANCE DEPARTMENT.

There shall be a Department of Finance, the head of which shall be appointed by the City Manager. The head of the Department of Finance shall also be the City Treasurer. The department head shall provide a bond with such surety and in such amount as the City Manager may require and the premiums on such bond shall be paid by the City. The department head shall have knowledge of municipal accounting and taxation and shall have experience in budgeting and financial control. The department head shall have the custody of all public monies, funds, notes, bonds, and other securities belonging to the City. He/She shall make payments out of City funds upon order of the City Council or other authorized City officer as provided herein. He/She shall render a full and accurate statement to the City Manager of his/her receipts and payments at such times as the City Manager may require. The department head shall perform other such acts and duties as the City Manager may prescribe.

The City Council shall have the power, and is hereby authorized to levy, assess, and collect annual taxes not to exceed the maximum limit set by the Constitution and laws of the state of Texas, as they now exist or as they may be amended, on each one hundred dollars ($100.00) assessed valuation of all property having a location within the corporate limits of the City and not exempt from taxation by the Constitution and laws of the state of Texas.

All taxes due the City shall be payable at the appropriate county tax assessor's office and may be paid at any time after the tax rolls for the year have been completed and approved, which completion and approval shall be not later than October 1. Taxes shall be paid before February 1 of each year succeeding the year for which the taxes are levied, and all such taxes not paid prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as may be provided by law. Failure to levy and assess taxes through omission in preparation of the approved tax rolls shall not relieve the person, firm, or corporation so omitted from the obligation to pay such current or past due taxes shown to be payable by recheck of the rolls and receipts for the years in question, unless otherwise provided by law.

All property having its location in the City on the first day of January of each year shall stand charged with a

lien in favor of the City from said date for the taxes due thereon. The lien provided hereby shall be superior to all other liens except other tax liens, regardless of when such other liens were created. All persons purchasing any of said property on or after the first day of January in any year shall take the same subject to the lien herein provided. In addition to the lien herein provided on the first day of January of any year, the owner of property subject to taxation by the City shall be personally liable for the taxes due thereon for such year. The City shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In such suit where it appears that the description of any property in the City assessment rolls is insufficient to identify such property, the City shall have the right to plead a good description of the property to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or for personal judgment against the owner for such taxes as such ownership and property appears on the approved tax rolls furnished by the Central Appraisal District of the County where the property is located.

§ 8.05. FISCAL YEAR.

The fiscal year of the City shall begin on the first day of October and end on the thirtieth day of September of the following year, provided that the fiscal year may be changed by the City Council by ordinance.

§ 8.06. ANNUAL BUDGET.

It shall be the duty of the City Manager to submit an annual budget at a time consistent with state law to the City Council for its review, consideration and revision. The City Council shall call a public hearing or hearings on the budget. The City Council may adopt a budget with or without amendments. The Council may increase or decrease amounts or programs and may delete any programs or amounts except expenditures required by law or for a debt service, provided that no amendment shall increase the authorized expenditures to an amount greater than the total of the estimated income for the current fiscal year plus funds available from prior years. At the close of each fiscal year, the unencumbered balance of each appropriation shall revert to the fund from which it was appropriated and shall be subject to future appropriations, but appropriations may be made in furtherance of improvements or other objects of work of the City which will not be completed within the current year.
(Amended 5/7/22)

§ 8.07. FAILURE TO ADOPT ANNUAL BUDGET.

If the City Council fails to adopt the budget by the twentieth day of September, the amounts appropriated for the current fiscal year shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it prorated, until such time as the City Council adopts a budget for the ensuing fiscal year. The property tax levy will be set to equal the total current fiscal year tax receipts, unless the ensuing fiscal year budget is approved by the twentieth day of September of the current fiscal year.
(Amended 5/7/22)

§ 8.08. BONDS AND OTHER EVIDENCES OF INDEBTEDNESS.

The City shall have the right and power to borrow money on the credit of the City for public purposes by whatsoever method it may deem to be in the public interest. The City shall further have the power to borrow money on the credit of the City and to issue general obligation bonds and other evidences of indebtedness for permanent public improvements or for any other public purpose not prohibited by the Constitution and laws of the state of Texas and to issue refunding bonds to refund outstanding bonds and other evidences of indebtedness of the City previously issued. All such bonds shall be issued in conformity with the laws of the state of Texas. The City shall further have the power to borrow money for the purpose of constructing, acquiring, improving, extending, or repairing or [sic] public utilities, recreational facilities or any other self-liquidating municipal functions not prohibited by the Constitution and laws of the state of Texas, and to issue revenue bonds to evidence the obligations created thereby. Such bonds shall be a charge upon and payable from the properties, or interest therein pledged, or the income therefrom, or both. The holders of

the revenue bonds of the City shall never have the right to demand payment thereof out of monies raised or to be raised by taxation. All such bonds shall be issued in conformity with the laws of the state of Texas. The City shall have the power to borrow money for public improvements or any public purpose in any other manner provided by law, including certificates of obligation as authorized by Chapter 271 of the Texas Local Government Code. All bonds and evidences of indebtedness of the City having been approved by the Attorney General and registered by the Comptroller of Public Accounts shall thereafter be incontestable in any court or other forum for any reason, and shall be valid and binding obligations of the City in accordance with their terms for all purposes.






CHAPTER 9
BOARDS AND COMMISSIONS

§ 9.01. PLANNING AND ZONING COMMISSION.

The City Council shall create a Planning and Zoning Commission of the City of Celina and shall appoint seven (7) members, each of whom shall be a citizen of the City of Celina. Members shall be appointed for three (3) year staggered terms for a maximum of three (3) terms. Such appointees shall serve without compensation and may not hold any elective office of the state of Texas or any other political subdivision thereof during their terms. A vacancy in an unexpired term shall be filled by appointment by the City Council for the remainder of the term. The majority of the appointed members shall constitute a quorum, and decisions may only be made with the affirmative vote of a majority of these members present and voting. The Commission shall select from any of its members a Chairperson and Vice Chairperson. The Chairperson and Vice-chairperson shall be voting members of the Commission. Members of the Commission may be removed, at the discretion of the City Council.

§ 9.02. BOARD OF ADJUSTMENTS.

The City Council shall appoint a Board of Adjustments comprising of five (5) regular members and two (2) alternate members for two (2) year staggered terms, all of which shall be citizens of the City of Celina. The City Council, by ordinance, may provide for two (2) additional alternate members for two (2) year staggered terms. All appointees shall serve without compensation and may not hold any elective office of the state of Texas or any other political subdivision thereof during their terms. The Board of Adjustments shall be governed by Chapter 211, Texas Local Government Code, and have such additional duties as may be prescribed by ordinance or applicable state law. A vacancy on the Board shall be filled by appointment by the City Council for the unexpired term. The Board shall select from any of its members a Chairperson and Vice-Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Board.

§ 9.03. PARK AND RECREATION BOARD.

The City Council shall appoint a Park and Recreation Board comprised of seven (7) members, each of whom shall be a citizen of the City of Celina. Members shall be appointed for three (3) year staggered terms for a maximum of three (3) terms. Such appointees shall serve without compensation. A vacancy for an unexpired term shall be filled by appointment by the City Council for the unexpired term. The Board shall select from its members a Chairperson and Vice Chairperson. The Chairperson and Vice-Chairperson shall be voting members of the Board.
(Amended 5/7/22)

§ 9.04. OTHER BOARDS AND COMMISSIONS.

The City Council shall have the power and is hereby authorized to create, abolish, establish, and appoint such other boards, commissions and committees, as it deems necessary to carry out the functions of the City and to prescribe the purpose, functions, and tenure of each board, commission, or committee in accordance with all applicable laws. The term length for all other board and commission members shall be three (3) years , unless otherwise provided by law.
(Amended 5/7/16)

§ 9.05. TERM LIMITS FOR BOARDS AND COMMISSIONS

No person shall serve on the same board, commission or committee for more than three (3) appointed three (3)-year terms, unless otherwise required by law. An appointment to fulfill an unexpired term on a board, commission or committee shall not count as an appointed term. Any term on a board, commission or

committee that is not fully completed shall not count as a full appointed term except when someone resigns with less than 180 days remaining in their term. Reaching terms limits for a board, commission or committee shall not preclude service on any other board, commission or committee for which the person has not reached term limits. Terms to which members of the boards, commissions and committees were appointed prior to the general election in May 2026 shall not count towards term limits established by this Article 9.

CHAPTER 10
ORDINANCES

§ 10.01. PROCEDURE FOR PASSING ORDINANCES AND RESOLUTIONS.

The City Council shall evidence its official actions by written ordinances, resolutions, or oral motions. The style of all ordinances shall be: "BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS" and the style of all resolutions shall be "BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS." Each proposed ordinance shall not be amended or repealed except by adoption of another ordinance. All ordinances and resolutions passed by the City Council shall become effective immediately from and after passage except where publication of a caption is required or where the ordinance, state law, or other provisions of this Charter provide otherwise, in which case the effective date shall be as prescribed in the ordinances.

§ 10.02. PUBLICATION OF ORDINANCES.

The descriptive caption or title of each ordinance containing a penalty shall be published at least once in the official newspaper of the City, unless otherwise provided by state law or this Charter.

§ 10.03. CODE OF ORDINANCES.

The City Council shall have the power to cause the ordinances of the City to be printed, in code form, as often as the City Council may deem advisable, provided that failure to print the ordinances as herein provided shall not affect the validity of the same.

§ 10.04. ORDINANCES AND RESOLUTIONS NOW IN EFFECT.

All ordinances, portions thereof, resolutions, contracts, bonds, obligations, rules and regulations now in force under the City government of the City of Celina, and not in conflict with the provisions of this Charter, shall remain in force under this Charter until altered, amended, or repealed by the City Council in the manner required by law.

CHAPTER 11
ELECTIONS

§ 11.01. CITY ELECTIONS.

The Mayor and Council Members shall be elected at large. If a candidate for Mayor or Council Member fails to receive a majority of the votes cast at the regular election, the City Council shall order a run-off election to be held between the two (2) candidates receiving the highest number of votes, to be held on a date as prescribed by the Texas Election Code. All qualified voters of the state of Texas who reside within the City of Celina shall have the right to vote in City elections.

§ 11.02. SPECIAL ELECTIONS.

The City Council, by ordinance or resolution, may call such special elections as are authorized by the state law or this Charter, fix the time and place of holding the same, and provide all means for holding such special elections, provided that every special election shall be called and held as nearly as practicable, according to the provisions governing regular elections.

§ 11.03. REGULATION OF ELECTIONS.

All City elections shall be governed by the Constitution of the state of Texas, general laws of the state of Texas, this Charter, and by ordinance of the City regulating the holding of municipal elections. The City Council shall appoint the election judges and other election officials as prescribed by law and shall provide for the compensation of all election officials in City elections and for all other expenses in holding said elections.

§ 11.04. CANDIDATES: FILING FOR OFFICE.

Any qualified person as prescribed by Section 3.02 may make application to have his/her name placed on the official ballot for the position of Council Member place 1, 2, 3, 4, 5 or 6 or the position of Mayor. The application shall be made in accordance with all applicable laws. Each candidate shall execute such oath and other official form of affidavit as may be required by the City Secretary pursuant to Texas Election Code. The City Secretary shall review the application and notify the candidate whether the application satisfies the requirements of this Charter and the Texas Election Code. If an application is insufficient, the City Secretary shall return it immediately to the candidate with a statement of such insufficiency. The candidate may file a new application within the regular time for filing applications. The City Secretary shall keep on file all applications found sufficient at least until the expiration of the term of office for which such candidates filed or otherwise as provided by law.
(Amended 5/7/22)

§ 11.05. OFFICIAL BALLOT.

The order on the ballot of the names of the candidates shall be determined by the City Secretary in accordance with the procedures set out in the Texas Election Code. The name of each candidate seeking an elective office, except those who have withdrawn, died, or become ineligible prior to the time permitted for withdrawal, shall be printed on the official ballot in the name designated by the candidate in accordance with the Texas Election Code.

§ 11.06. CANVASSING AND ELECTION RESULTS.

Returns of every municipal election shall be delivered forthwith by the Election Judges to the City

Secretary, with a copy of the returns being sent to the Mayor. The City Council shall canvass the returns and declare the official results of the election not less than three (3) days nor more than eleven (11) days after the date of the election, or as may be otherwise provided by the Texas Election Code.
(Amended 5/7/22)

§ 11.07. RUN-OFF ELECTION.

A. The candidates for Mayor and Council Members in Places 1, 2, 3, 4, 5, and 6 receiving a majority of all votes cast for the office of Mayor and Council Members for Places 1, 2, 3, 4, 5, and 6 shall be declared elected.

B. In the event a candidate for the office of Mayor or Council Member in Places 1, 2, 3, 4, 5, or 6 fails to receive a majority of all votes cast for that office, a run-off election for that office shall be conducted. If more than two (2) candidates tie for the highest number of votes for either the office of the Mayor or Council Members, the tied candidates shall draw by lots to determine which two (2) are to be in a run-off election. The City Secretary shall supervise the drawing of lots under this section.

C. Not later than the fifth (5) day after the date of final canvass the City Council shall order a runoff election to be held on a date as prescribed the Texas Election Code.

CHAPTER 12
FRANCHISES

§ 12.01. POWER TO GRANT FRANCHISE.

The City Council shall have the power, subject to the provisions hereof, by ordinance to confer upon any person, firm, corporation, or other legal entity the franchise or right to use the public property of the City for the purpose of furnishing to the public any general public service or benefit, including, but not limited to, heat, light, power, telephone service, transportation, cable, or other telecommunication providers for compensation or hire. No franchise shall be granted by the City to any person, firm, corporation, or other legal entity to own, control or operate a waterworks therein. The City shall have the power by ordinance to grant, renew, and extend all franchises of all public utilities of every character operating within the City. No such franchise shall be granted until after a public meeting shall have been called and held and until such ordinance shall have been passed and accepted by the franchisee. No such ordinance shall become effective until thirty (30) days after its passage.

§ 12.02. TRANSFER OF FRANCHISE.

No public utility or other franchise shall be transferable except with the approval of the City Council expressed by ordinance. This restriction shall not be construed to prevent the franchise holder from pledging the franchise as security for a valid debt.

§ 12.03. OWNERSHIP, USE AND CONTROL OF STREETS.

No franchise or easement involving the right to use the same either along, over, across, under, or upon the streets, alleys, highways, parks, and public ways shall be valid unless granted in compliance with the terms of this chapter. No granting of a franchise by ordinance pursuant to this chapter shall convey any ownership or interest in any property of the City other than the right to use the public property for purposes of such franchisee's operations as expressed in the ordinance granting such franchise.

§ 12.04. RIGHT OF REGULATION.

In granting, amending, renewing and extending public service and utility franchises, the City shall retain the right to:

(1) Repeal such franchise by ordinance for failure to comply with the terms thereof, or for failure to begin construction or operation within the time prescribed, such power to be exercised only after due notice and hearing;

(2) Require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency;

(3) Establish reasonable standards of service and quality of products and prevent unjust discrimination in service or rates;

(4) Impose regulations to ensure safe, efficient and continuous service to the public. The franchise holder in opening and refilling all earth openings shall re-lay the pavement and do all other work necessary to complete restoration of streets, sidewalks, or grounds to a condition equally as good as or better than when disturbed; and

(5) Regulate, locate, or prohibit the erection of any and all poles, wires, or other utility equipment, conveyance, or structure, on the streets, alleys, and public places of the City, and to cause the same to

be changed, removed, altered, increased, diminished, placed underground, or be supported by poles of such material, kind, quality and class as may be determined by the City Council whether the same be telegraph, telephone, electric, cable television, or otherwise, and to enforce the provisions hereof by appropriate action in any court of competent jurisdiction.

§ 12.05. COMPENSATION FOR FRANCHISE.

All persons, corporations, or association of persons, to whom a franchise or privilege may hereafter be granted shall pay to the City for such privilege such compensation as may be fixed by the City Council in the grant of such franchise or privilege. Such compensation as fixed by contract or provided by any Texas statute or statutes and any amendments thereto shall become due and payable at such time as the City Council shall fix in the grant of such franchise or privilege, and upon the failure of any franchisee to pay said compensation when due shall result in forfeiture of the franchise or privilege.

§ 12.06. COUNCIL TO FIX AND REGULATE CHARGES, FARES, OR RATES.

Subject to state or federal law, the City Council shall determine, fix, and regulate the charges, fares or rates of any person, firm, or corporation enjoying a franchise or privilege granted under the provisions of this chapter, and shall prescribe the kind of service to be furnished to the public by such person, firm, or corporation, and the manner in which it shall be rendered and may from time to time alter or change such rules, regulations, and compensation after reasonable notice and public hearing, provided that the rates, charges and fares so fixed shall at all times be reasonable and permit a reasonable net return on the actual value of the physical properties and equipment of such utilities. In this connection, the City Council may require any utility or franchise holder to furnish such financial reports and information as the City Council may request, including reports of actual operating costs and the financial condition of its operations within the City, and the City Council may employ, at the expense of such franchisee, necessary outside experts to examine and audit the accounts and records of the franchisee to determine the reasonableness of such charges, fares, and rates.

CHAPTER 13
INITIATIVE, REFERENDUM AND RECALL

§ 13.01. POWER OF INITIATIVE.

The people of the City reserve the power to direct legislation by initiative and, in the exercise of such power, may propose any ordinance not in conflict with this Charter or state law, except an ordinance appropriating money or authorizing the issuance of bonds, or authorizing the levy of taxes, and user based fees, an ordinance amending an ordinance appropriating money or levying taxes, an ordinance authorizing the issuance of bonds, and user based fees, or an ordinance repealing an ordinance appropriating money or levying taxes and user based fees. Any initiated ordinance may be submitted by a petition signed by registered voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed.

§ 13.02. POWER OF REFERENDUM.

The people of the City reserve the power to approve or reject at the polls any legislation enacted by the City Council, which is subject to the initiative process under this Charter. However, there is excepted from such power of referendum ordinances making the annual tax levy and bond ordinances authorizing the issuance of bonds. Within forty-five (45) days after the final adoption or publication, whichever date is later, of any ordinance which is subject to referendum, a petition, signed by registered voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed, may be filed with the City Secretary requesting that any such ordinance be either repealed or submitted to a vote of the people. When such a petition has been certified as sufficient by the City Secretary, the ordinance so specified in the petition shall not go into effect, or further action shall be suspended if it shall have gone into effect, until and unless it is approved by the voters as herein provided.

§ 13.03. FORM OF PETITION FOR INITIATIVE AND REFERENDUM.

All petition papers circulated for the purpose of an initiative or referendum shall be uniform in size and style, and in accordance with the petition requirements of the Texas Election Code.

§ 13.04. FILING, EXAMINATION AND CERTIFICATION OF PETITIONS.

All papers comprising a petition for initiative or referendum shall be assembled and filed with the City Secretary as one instrument. Within thirty (30) days after the petition is filed, the City Secretary shall determine whether each paper of the petition has a proper statement of the circulator and whether the petition has been signed by a sufficient number of qualified electors and shall hold any petition paper entirely invalid which does not have attached thereto the statement signed by the circulator thereof. The City Secretary shall certify the result of this examination to the City Council at its next regular meeting. If the City Secretary shall certify that the petition is insufficient, the certificate shall specify the particulars in which it is defective and shall at once notify in writing the person filing the petition of this finding. A petition may be amended at any time within ten (10) days after a notice of insufficiency has been sent by the City Secretary, by filing a supplementary petition. In such event, the same procedures shall then be followed by the City Secretary and City Council as in the case of the original petition for the same purpose. The finding of insufficiency of an initiative petition shall not prejudice the filing of a new petition for the same purpose.

§ 13.05. COUNCIL CONSIDERATION AND SUBMISSION TO VOTERS.

When the City Council receives an authorized initiative petition, certified by the City Secretary to be sufficient, the City Council shall either (a) pass the initiated ordinance without amendment within twenty (20) days after the date of the certification to the City Council; or (b) submit the initiated ordinance without amendment to a vote of the qualified voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council.

When the City Council receives an authorized referendum petition, certified by the City Secretary to be sufficient, the City Council shall reconsider the referred ordinance. If, upon such reconsideration, such ordinance is not repealed, it shall be submitted to the voters of the City at a regular or special election to be held on a uniform election date of the state of Texas, but not less than ninety (90) days from the date that the City Secretary certifies the submission to the City Council.

Special elections on initiated or referred ordinances shall not be held more frequently than once each six (6) months, and no ordinance on the same subject as an initiated ordinance which has been defeated at any election may be initiated by the voters within two (2) years from the date of such election.

§ 13.06. BALLOT FORM AND RESULTS OF ELECTION.

Ordinances submitted to the electors in accordance with the initiative and referendum provisions of this Charter shall be submitted by ballot title, which shall contain a clear, concise statement, without argument, of the substance of such ordinance. The ballot used shall have below the ballot title the following proposition, one above the other in the order indicated: “FOR THE ORDINANCE” and “AGAINST THE ORDINANCE.” Any number of ordinances may be voted on at the same election and may be submitted on the same ballot.

If a majority of electors voting on a proposed initiated ordinance shall vote in favor thereof, it shall thereupon become an ordinance of the City. A referred ordinance which is not approved by a majority of the electors voting thereon shall thereupon be deemed repealed. If conflicting ordinances are approved by the electors at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.

§ 13.07. POWER OF RECALL.

The people of the City reserve the power to recall the Mayor or any other Member of the City Council and may exercise such power by filing with the City Secretary a petition, signed by qualified voters of the City equal in number to at least twenty (20) percent of the number of registered voters residing in the City at the time the petition is filed demanding the removal of the Mayor or other Member of the City Council. The petition shall be signed and verified in the manner required for an initiative petition, shall contain a general statement of the grounds upon which the removal is sought and one of the signers of each petition paper shall make an affidavit that the statements made therein are true.

§ 13.08. RECALL ELECTION.

All papers comprising a recall petition shall be assembled and filed with the City Secretary. Within thirty (30) days after the petition is filed, the City Secretary shall determine its sufficiency and, if found to be sufficient, shall certify this fact to the City Council at its next regular meeting. If a recall petition is found to be insufficient, it may be amended within ten (10) days after notice of such insufficiency by the City Secretary, by filing a supplementary petition. In that event, the same procedures shall then be followed by

the City Secretary and the City Council as in the case of an original petition. The finding of insufficiency of a recall petition shall not prejudice the filing of a new petition for the same purpose.

The Council Member or Mayor whose removal is sought by a recall petition may, within five (5) days after such petition has been certified and presented to the City Council, request in writing that a public hearing be held to permit him/her to present facts pertinent to the charges specified in the petition. In this event, the City Council shall order such public hearing to be held not less than five (5) days or more than fifteen (15) days after receiving such request for a public hearing.

If the Council Member or Mayor whose removal is sought does not resign, the City Council shall order a recall election and fix a date for such election, the date of which shall not be less than ninety (90) days from the date the petition was submitted to the City Council or from the date of the public hearing if one was held, whichever is later, or at the earliest date thereafter permitted by the Texas Election Code.

§ 13.09. RECALL BALLOT.

Unless otherwise required by law, ballots used in recall elections shall read as follows: "SHALL (name of person or persons) BE REMOVED FROM OFFICE BY RECALL?" Below such question there shall be printed the following as to each person named:

"FOR THE REMOVAL OF (name of person.)"

"AGAINST THE REMOVAL OF (name of person.)"

§ 13.10. RESULTS OF A RECALL ELECTION.

If a majority of the votes cast at a recall election is against removal of a Council Member or Mayor named on the ballot that Council Member or Mayor shall continue in office for the remainder of his unexpired term. If a majority of the votes cast at such election are for the removal of the Council Member or Mayor named on the ballot, the City Council shall immediately declare the office vacant and such vacancy shall be filled in accordance with the provisions of state law and this Charter. A Council Member or Mayor thus removed shall not be a candidate to succeed himself/herself in an election called to fill the vacancy created.

§ 13.11. LIMITATIONS ON RECALL.

No recall petition shall be filed against the Mayor or any other Council Member within six (6) months after he/she first takes office, or within six (6) months after an election for his/her recall, nor within six (6) months of the end of his/her term.

CHAPTER 14
GENERAL AND TRANSITIONAL PROVISIONS

§ 14.01. CONTINUATION OF PRESENT OFFICES.

All persons holding elective offices that are retained under this Charter will continue to fill those offices for the terms to which they were elected and may be re-elected prospectively in accordance with Section 2.01, "Form of Government" and Section 3.08, "Terms."

All persons holding administrative offices at the time this Charter takes effect shall continue in office and in the performance of their duties in the capacities to which they have been appointed until provisions shall have been made in accordance with the terms of this Charter for the performance of such duties or the discontinuance of such office, if any. The powers conferred and the duties imposed upon any office, department, or agency of the City by the laws of the state of Texas shall, if such office, department, or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office, department, or agency designated by the City Council, unless otherwise provided herein.

§ 14.02. CONFLICT OF INTEREST.

No Council Member, Mayor, or any other officer, whether elected, appointed, paid or unpaid, who exercises responsibilities beyond those that are advisory in nature, shall participate in a vote or decision on a matter involving a business entity or real property in which such officer has a substantial interest, as defined by Chapter 171, Texas Local Government Code, if it is reasonably foreseeable that an action on the matter would have an economic effect on the business entity or on the value of the property that is distinguishable from the effect on the public.

If the officer, or a person related to the officer within the first degree of affinity or consanguinity, has a substantial interest in a business entity that would be specially affected by an official action of the City Council, the officer, if a member of the City Council, shall file an affidavit stating the nature and extent of the interest and abstain from further participation in the matter. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee found by a court of competent jurisdiction to have violated this section shall forfeit his/her office or position. Any violation of this section, with the knowledge, expressed or implied, of a person or corporation contracting with the City, shall render the contract involved voidable by the City Council.

§ 14.03. NEPOTISM.

No member of the City Council, Mayor, or City Manager shall appoint, vote for, or confirm the appointment to any paid office, position, clerkship, employment or duty, any person, related within the second degree of affinity or within the third degree of consanguinity to any member of the City Council, Mayor, or City Manager, when the salary, fees, or compensation of such appointee is to be paid for, directly or indirectly, out of or from public funds or fees of office of any kind or character whatsoever. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment, or duty for at least thirty
(30) days if the officer is appointed, or at least six (6) months if the officer is elected. When a person is allowed to continue in any such position, the officer related shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, re-employment, change in status, compensation, or dismissal of such person, unless such action is taken with respect to a bona fide class or category of employees.

§ 14.04. OFFICIAL SOURCE FOR PUBLIC NOTICE AND OTHER MATTERS.

The City Council shall have the power to designate by resolution a newspaper of general circulation in the City as the City's official newspaper. All ordinances, captions of ordinances, notices and other matters required to be published by this Charter, by ordinance, or by state law, shall be published on the City's website and any other forms of media required by tate law.
(Amended 5/7/22)

§ 14.05. JUDICIAL NOTICE.

This Charter shall be recorded in the City Secretary's office in a book kept for that purpose. As soon as practicable after its adoption, an authenticated copy of the Charter shall be certified to the Secretary of State of the state of Texas, at which time the Charter becomes a public act. Such Charter provisions may be read in evidence without pleading or proof of their provision, and judicial notice shall be taken thereof in all courts and places.

§ 14.06. PROPERTY NOT SUBJECT TO GARNISHMENT AND EXECUTION.

No property owned or held by the City shall be subject to any lien, garnishment or execution of any kind or nature except as specifically allowed by state law.

§ 14.07. PUBLIC MEETINGS AND RECORDS.

All meetings of the City Council and all boards, commissions and committees appointed by the City Council shall be governed by the provisions of Chapter 551, Texas Government Code and any amendments thereto with regard to the posting of agenda and the holding of public meetings. All public records of every officer, department, or agency of the City shall be open to inspection by any citizen at all reasonable business hours, provided that records excepted from public disclosure by Chapter 552, Texas Government Code and any amendments thereto shall be closed to the public and not considered public record for the purpose of this section.

§ 14.08. INDEMNIFICATION OF OFFICERS.

The City Council shall, by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the City, including the members of the City Council, offices created by this Charter, or members any board, commission, or committee, including volunteers, against any loss, cost, or expense, including court costs and attorney's fees, to the extent allowed by law, arising out of the claim, suit, or judgment or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his duties and within the scope of his office, employment, membership, or assigned voluntary position with the City, or in any other case where the City is directed or authorized by law to do so. Such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance or arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member, or volunteer, or for the gross negligence or official misconduct, or willful or intentionally wrongful act, or omission of such officer, employee, member, or volunteer.

§ 14.09. CLAIMS FOR DAMAGE OR INJURY.

The City of Celina shall never be liable for any personal injury or death, or for claims for damages or injury to real or personal property, alleged to have been caused by the negligent act or omission of any officer, agent, or employee of the City unless the person who has been injured, the person whose property has been

injured or damaged, or someone on his/her behalf, shall file a claim in writing with the City's Human Resources office within six months after said injury, death, or damage has occurred, stating specifically when, where, and how the injury, death, or damage occurred, the full extent thereof, the amount of damages claimed or asserted, and the basis claimed for liability on the part of the City.
(Amended 5/7/22)

§ 14.10. AMENDMENT OF THIS CHARTER.

Amendments of this Charter may be submitted by the City Council to the qualified voters of the City for their approval at an election, no more often than once every two (2) years, held in accordance with Chapter 9, Texas Local Government Code.

§ 14.11. BOND OR SECURITY NOT REQUIRED.

It shall not be necessary in any action, suit, or proceeding in which the City is a party, for any bond, undertaking, or security to be executed on behalf of said City. All such actions, suits, appeals, or proceedings shall be conducted in the same manner as if such bond, undertaking, or security had been given, and said City shall be liable as if such obligation had been duly given and executed.

§ 14.12. SEVERABILITY CLAUSE.

If any chapter, section, paragraph, sentence, clause, or phrase of this Charter shall be held unconstitutional or invalid for any reason by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such provision so held invalid may appear, except to the extent that an entire chapter, section, paragraph, or sentence may be inseparably connected in meaning and effect with the provision to which such holding shall apply directly.

§ 14.13. MEANING OF WORDS.

The provision[s] of this Charter shall be liberally construed for the purpose of effecting the objects and ends thereof. Unless some other meaning is manifest, the word "City" shall be construed to mean the "City of Celina," and the word "and" may be read "or" or the word "or" may be read "and" if the sense requires. Words in the present tense include future tense and, except when a more constrictive meaning is manifest, singular may mean plural. The word "City Council" shall be construed to mean the City Council of the City of Celina. The gender of the wording as contained in the Charter shall always be interpreted to mean either sex. All references to a state shall mean the state of Texas.

§ 14.14. EFFECTIVE DATE.

This Charter, including all subsequent amendments, shall take effect immediately following adoption by the voters and entry of the official order by the City Council declaring the same adopted as soon as practicable. After adoption, the Mayor shall certify to the Secretary of State an authenticated copy of the Charter under the City's seal showing approval by the voters. The City Secretary shall record the Charter in a book kept for that purpose and keep and maintain the same as the official record of the City.

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Ty Behringer, Business Development Associate
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	February 11, 2025
Re:	Tri-Party Economic Development Agreement - Celina Chamber of Commerce

Action Requested:
Consider and act upon an Economic Development Agreement by and between the Celina Economic Development Corporation, City of Celina, and Celina Chamber of Commerce, for an amount not to exceed $50,000. (Ranc)

Background Information:
Historically, the City, CEDC, and Chamber have collaborated on supporting events that attract visitors to Downtown Celina, as well as programs, seminars, and luncheons that benefit Celina businesses. These partnerships have typically been formalized through separate marketing services or economic development agreements. The purpose of the proposed agreement is to establish a unified partnership between the CEDC, City, and Chamber. All other previous agreements entered into by and between the City, EDC and Chamber are void.

Key objectives of the agreement include:

Joint Event Planning and Execution
The agreement emphasizes the collaborative organization of significant community events, which aim to attract visitors, highlight local businesses, and foster economic growth.

Facility and Resource Management
The City will provide necessary facilities and staffing for these events, while the Chamber will ensure the efficient use and maintenance of these resources.

Marketing and Sponsorships

The City and CEDC agrees to each pay the Chamber $25,000 annually in exchange for the services below:

- Priority access and top billing for all Chamber initiatives throughout 2025.
- Recognition at every event, including networking events, ribbon cuttings, and special occasions.
- Exclusive “presented by” branding at all our events.
- Social media shoutouts and logo placement on our banner displayed at every event (see attached banner image).
- Website branding.
- Financial reports as requested.
- Twice a year Chamber updates to CEDC Board of Directors and City Council.
- 10-15 tickets to any Chamber event.
- 2025 Chamber Prospectus (Exhibit A) provides an annual example of the expected benefits and sponsorships associated with the Top 5 Investor level.
- The CEDC is allowed a mutually agreed upon sitting board member selected by the CEDC Board of Directors.
- The City is allowed a mutually agreed upon sitting board member selected by the City Manager.

Economic Development

The agreement is built on the shared vision of driving economic growth, fostering community pride, and improving the quality of life for Celina residents through well-organized events and sustained business support. This five-year agreement replaces prior agreements, further solidifying the shared commitment of the parties to work collaboratively in advancing Celina's economic and community objectives.

Legal Review:

The City Attorney and CEDC Attorney have reviewed the proposed EDA.

Supporting Documents:

1. Celina Chamber of Commerce, CEDC and City Proposed Agreement 2025
2. 2025 Events & Programs Prospectus
3. Staff Presentation

Financial Consideration:

The City and CEDC shall each pay the Chamber twenty-five thousand dollars ($25,000.00) per year totaling $50,000.

Staff Recommendation:

Staff recommends approval.

ECONOMIC DEVELOPMENT AGREEMENT

This Agreement (the "Agreement") effective as of this ____ day of _____, 2025, (the "Effective Date") by and between the City of Celina, Collin County, Texas a home-rule municipality (the "City"), the Celina Economic Development Corporation (the "CEDC"), a Texas non-profit corporation and the Greater Celina Chamber of Commerce (the "Chamber"), a Texas non-profit corporation.

RECITALS

WHEREAS, the City is a home-rule municipality duly organized and validly existing under the laws of the State of Texas and located within Collin County and Denton County, Texas; and

WHEREAS, The CEDC is a Type A economic development corporation created pursuant to Chapter 504 of the Texas Local Government Code.

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to offer programs and incentives designed to promote economic development; and

WHEREAS, the Chamber provides valuable services to the Celina community in general and to Celina's businesses and visitors in particular; and

WHEREAS, the City, CEDC and the Chamber desire to memorialize their cooperative efforts in promoting and supporting Celina businesses; and

WHEREAS, the City, CEDC and Chamber agree that special events provide a unique opportunity to attract visitors, highlight and support existing businesses, and attract new businesses and residents;

WHEREAS, the Chamber has requested and the City and the CEDC have found and determined that it is in the best interest of the City and CEDC to enter into this Agreement.

WHEREAS, the City and the Chamber desire to memorialize their cooperative efforts to promote and organize the Annual Wine Crawl on the Square (Wine Crawl), Oktoberfest and Gift Tour; and

WHEREAS, this amended and restated agreement fully replaces the previously adopted Economic Development Agreement by and between the Chamber and the City, adopted on September 10, 2024. All other previous agreement entered into by and between the City, EDC and Chamber are void.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. Status of Parties

1.1 City. The Parties acknowledge and agree that the City is a municipal corporation formed and operating pursuant to its home-rule charter.

1.2 CEDC. The CEDC is a Type A economic development corporation created pursuant to Chapter 504 of the Texas Local Government Code as operated pursuant to the adopted corporation bylaws.

1.3 Chamber. Chamber represents and warrants that Chamber is a non-profit corporation formed, existing, and is in good standing under the law of the State of Texas.

Section 2. Joint Planning

2.1 The City, CEDC, and Chamber through their designated representatives shall advise each other of upcoming events and when possible cooperate in joint planning of events that fulfill the purposes of local economic and business development.

2.2 The Chamber shall give the City as much advance notice as possible of its need for building or facility space for the purpose of its special events.

2.3 The City is allowed a mutually agreed upon sitting board member selected by the City Manager. That representative shall coordinate all invites of Chamber events to the City.

2.4 The CEDC is allowed a mutually agreed upon sitting board member selected by the CEDC Board of Directors. That representative shall coordinate all invites of Chamber events to the CEDC.

Section 3. Facilities

3.1 The City currently owns or has control of the spaces and facilities ("Facilities") necessary to host Wine Crawl, Oktoberfest and Gift Tour.

3.2 The City agrees to grant to the Chamber use of the Facilities which the Chamber may require for the Wine Crawl, Oktoberfest and Gift Tour.

3.3 The Chamber shall submit a special event application to the City. The City shall have sole authority to develop criteria for Wine Crawl, Oktoberfest and Gift Tour and base its consideration of the Chamber's special event application upon such criteria. However, the Parties agree that Wine Crawl, Oktoberfest and Gift Tour benefits the Parties and the special event application will be approved so long as the terms of this Agreement are met.

3.4 The Chamber shall be responsible for costs associated with the use of the Facility for Wine Crawl, Oktoberfest and Gift Tour including, but not limited to, cleaning and takedown fees. use of the Facility for a special event including, but not limited to, cleaning and takedown fees.

Section 4. Special Provisions

4.1 The City shall provide necessary staff, including, but not limited to, events, parks, police, and fire staff for Wine Crawl, Oktoberfest and Gift Tour at no cost to the Chamber. The City shall determine the adequate number of City staff for each event.

4.2 The Chamber recognizes, and the City and CEDC agree, that the Gift Tour is an annual event held in Downtown Celina, which is best managed by the Chamber. The Chamber will oversee all aspects of the event, and any revenue generated from the event will be managed at the Chamber's discretion.

Section 5. Term

5 This agreement shall commence upon the date of execution by the Parties and shall end at the expiration of five (5) years from said date unless otherwise terminated. Either party may terminate this Agreement with or without cause by providing sixty (60) days written notice to the other parties.

Section 6. Chamber Services

6.1 **Chamber Services to the City.** During the term of this Agreement, the Chamber shall perform services to the City consistent with Top 5 Investor level services, including, but not limited to, the following:

- Priority access and top billing for all Chamber initiatives annually, throughout the term of the agreement.
- Recognition at every event, including networking events, ribbon cuttings, and special occasions.
- Exclusive “presented by” branding at all our events.
- Social media shoutouts and logo placement on our banner displayed at every event (see attached banner image).
- Website branding.
- Financial reports as requested.
- Twice a year Chamber updates to City Council.
- 10-15 tickets to any Chamber event.
- 2025 Chamber Prospectus (Exhibit A) provides an annual example of the expected benefits and sponsorships associated with the Top 5 Investor level.

6.2 **Chamber Services to the CEDC.** During the term of this Agreement, the Chamber shall perform services to the CEDC consistent with Top 5 Investor level services, including, but not limited to, the following:

- Priority access and top billing for all Chamber initiatives annually, throughout the term of the agreement.
- Recognition at every event, including networking events, ribbon cuttings, and special occasions.
- Exclusive "presented by" branding at all our events.
- Social media shoutouts and logo placement on our banner displayed at every event (see attached banner image).
- Website branding.
- Financial reports as requested.
- Twice a year Chamber updates to CEDC Board of Directors.
- 10-15 tickets to any Chamber event.
- 2025 Chamber Prospectus (Exhibit A) provides an annual example of the expected benefits and sponsorships associated with the Top 5 Investor level.

6.2 Payment for Services (City). The City shall pay the Chamber twenty-five thousand dollars ($25,000.00) per year for services to the City. The first annual payment shall be made within thirty (30) days from the Effective Date. Thereafter, by December 31st of each year, the Chamber shall submit a year-end statement demonstrating completion/fulfilment of the "Chamber Services to the City". Within 30-days of verification of the year-end statement, the City shall make an annual payment of $25,000. Such annual payments are subject to the City's appropriation of funds in the City's annual budget each year, and the City may terminate this agreement, in accordance with Section 5, if the funds for this Agreement are not appropriated in any year.

6.3 Payment for Services (CEDC). The CEDC shall pay the Chamber twenty-five thousand dollars ($25,000.00) per year for marketing services. The first annual payment shall be made within thirty (30) days from the Effective Date. Thereafter, by December 31st of each year, the Chamber shall submit a year-end statement demonstrating completion/fulfilment of the "Chamber Services to the CEDC". Within 30-days of verification of the year-end statement, the CEDC shall make an annual payment of $25,000. Such annual payments are subject to the CEDC's appropriation of funds in the CEDC's annual budget each year, and the CEDC may terminate this agreement, in accordance with Section 5, if the funds for this Agreement are not appropriated in any year.

Section 7. Miscellaneous Provisions

7.1 Nothing in this Agreement is intended to create, nor shall be deemed or construed by the parties or any third party as creating the relationship of principal and agent, partnership or a joint venture.

7.2 Cumulative Remedies. All rights and remedies of the Parties under this Agreement shall be cumulative, and none shall exclude any other right or remedy provided by law, or by any other provisions of the Agreement. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

7.3 Prior to using a facility the Chamber will provide proof of general liability insurance in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence and the Chamber will add the City as an additional insured.

7.4 This Agreement contains the entire agreement of the Parties and may be modified or terminated only upon mutual written agreement of the City, CEDC and the Chamber.

7.5 Any notice and/or other communication ("Notice") given under this Agreement shall be in writing, and may be given: (i) by depositing the Notice in the United States Mail, postage prepaid, certified, and addressed to the Party to be notified with return receipt requested; (ii) by personal delivery of the Notice to the Party; or (iii) sent by electronic transmission. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. For the purposes of Notice, the addresses of the Parties are, until changed as provided below, as follows:

City: City of Celina
142 North Ohio Street
Celina, TX 75009
Attn: City Manager
E-mail: rranc@celina-tx.gov
With a copy to: Messer, Fort, & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, TX 75034
Attn: Julie Fort
E-mail: julie@txmunicipallaw.com

CEDC: Celina Economic Development Corporation
302 W. Walnut Street
Celina, TX 75009
Attn: Executive Director
E-mail: asatarino@celinaedc.com

Chamber: Greater Celina Chamber of Commerce
110 S. Preston Road, Suite B
Celina, TX 75009
Attn: President
E-mail: alexis@celinachamber.org

7.6 This Agreement is peformable in Collin County, Texas and exclusive venue shall lie thererin. The prevailing party in any litigation required to enforce this Agreement shall additionally recover costs and attorney's fees.

7.7 Waiver of Breach. A waiver by either Party of a breach of the Agreement by the other Party does not constitute a continuing waiver or a waiver of any subsequent breach of the Agreement.

7.8 The Agreement shall be binding upon, and inure to the benefit of, the Parties to the Agreement and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

7.9 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.

7.10 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.

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

EXECUTED on the date set forth above.

CITY OF CELINA, TEXAS,
A Texas municipal corporation

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

Celina Economic Development Corporation

By: _____
Clint Bissett, President

Greater Celina Chamber of Commerce

By: _____
Alexis Jackson, President/CEO

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Alexis Jackson, of the Greater Celina Chamber of Commerce, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me she is the duly authorized representative for the Celina Chamber of Commerce and she executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Clint Bissett, President of the Celina Economic Development Corporation, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for the City of Celina and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Ryan Tubbs, Mayor of the City of Celina, Texas, known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledges to me he is the duly authorized representative for the City of Celina and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2025.

_____
Notary Public in and for the State of Texas

Exhibit A

2025 Chamber Prospectus

NEW VISION
NEW POSSIBILITIES



2025 EVENTS & PROGRAMS PROSPECTUS

CELINA
CHAMBER OF COMMERCE
Connected for Growth

TOP INVESTORS

THANK YOU!



- Join an elite group as one of our Top 5 Investors, where your company or organization will enjoy exclusive branding as a leader in our community.
- As part of this limited membership, you'll gain unique opportunities for high-profile visibility, priority access to networking events, and personalized support.
- Stand out as a key influencer in Celina's growth and success—this invitation is extended to only five visionary investors!

YOUR LOGO HERE

CELINA TEXAS EST. 1876

Life Connected.

CELINA EDC

ONLY 3 SPOTS AVAILABLE!

STAR MEMBERS

Connected for Growth



Star Members

Thank you for your investment!

Here is the reason why
JOIN THE CHAMBER

To encourage, build, and support positive development in the Celina area of existing and potential businesses and to preserve our heritage and enhance the quality of life for our residents.

A NOTE FROM OUR BOARD

WELCOME

The Greater Celina Chamber of Commerce offers a variety of events that provide valuable networking opportunities and avenues for business exposure. With more than 300 members, the Greater Celina Chamber of Commerce is the leading business organization in Celina.

As a business leader in the Celina area, you may find it difficult to network and connect with other business leaders. Chamber membership offers exclusive opportunities to interact with member businesses through networking events. Our staff will help open doors and market your business to key audiences. We are the voice of businesses in our community and advocate for important issues. The Greater Celina Chamber of Commerce has always strived to help business leaders and create a vibrant economy in the city of Celina, and this commitment remains steadfast today.

Please take a moment to review our website to see how membership with the Greater Celina Chamber of Commerce strengthens our community while directly benefiting your business. Should you have specific questions, please do not hesitate to contact us.

BOARD OF DIRECTORS

HOLLY PENNINGTON
Chairman

JIM SCANO
Chair Elect

CALEB LAVEY
Past Chair

JILL ROZA
Secretary

CHAD ANDERSON
Treasurer

ANDY HOPKINS
Board Member

BRYAN POCHE
Board Member

KENNY SMITH
Board Member

EDDIE CAWLFIELD
Board Member

DUSTY MCAFEE
Board Member

MICHELLE MEEKS
Board Member

RYAN WILCOX
Board Member

STAFF

ALEXIS JACKSON
President

JENNIFER DOWNS
Director of Events and Marketing

KRYSTEN WILKINS
Business Relations and Engagement

SIGNATURE EVENTS

STATE OF THE CITY



JANUARY 21, 2025

PRESENTED BY

CELINA TEXAS Life Connected.

CELINA EDC

YOUR LOGO HERE

STATE OF THE CITY

An annual gathering that provides a platform for local leaders, businesses, and community members to come together and discuss the current status and future outlook of the city. Speakers include key figures such as the mayor, city officials, and prominent business leaders.

Audience: Over 300 of Celina's most influential thought leaders and business owners.

TITLE	$6,000
GOLD	$3,000
SILVER	$2,000
TABLES (8)	$700
TICKETS Non Members	$100
TICKETS Members	$50

WINECRAWL



MARCH 29, 2025

PRESENTED BY

CELINA TEXAS
Life Connected.

CELINA EDC

YOUR LOGO HERE

DOWNTOWN WINE CRAWL

The Wine Crawl is a sip, shop and taste event where participants sample wines at their favorite shops and businesses around Downtown Celina while enjoying live music and special discounts.

Audience: Over 500 ticketed guests from the North Texas area that enjoy great wine with friends.

TITLE	$3,000
RED	$1,000
WHITE	$500
ROSE	$250
CHAMPAGNE TOAST	$500
DESSERT	$500

Oktoberfest CELINA • TEXAS



OCTOBER 11, 2025

PRESENTED BY

CELINA TEXAS Life Connected.

CELINA EDC

YOUR LOGO HERE

OKTOBERFEST

Oktoberfest celebrates German culture in true Texas Style. The Oktoberfest celebration has featured many family fun activities including a free kids zone, music, biergarten, stein holding competition, costume contests, and much more.

Audience: Over 3,500 families attend the event every year.

TITLE	$10,000
PLATINUM	$6,000
GOLD	$3,000
SILVER	$1,000
BRONZE	$500

Downtown Celina Gift Tour 2024



DECEMBER 14, 2025

PRESENTED BY

YOUR LOGO HERE

GIFT TOUR

This is a festive, annual event that invites the community to explore and support local businesses while shopping for unique holiday gifts. Participants visit various shops and businesses throughout Downtown, enjoying holiday-themed activities, discounts, and giveaways.

Audience: 200 attend the event every year. Tickets sell out in minutes.

TITLE	$3,500
STOP	$2,000
In kind	
PHOTO	$500
PARTNER	$500
BAG	$200

SIGNATURE EVENTS

ANNUAL CHAMBER BANQUET



DATE PENDING

PRESENTED BY

Life Connected.

YOUR LOGO HERE

ANNUAL CHAMBER BANQUET

The annual banquet is a highly anticipated event that brings together local businesses & community leaders for an evening of celebration and networking. Held with the aim of recognizing outstanding achievements, the banquet honors businesses and individuals who have made significant contributions to the economic and social fabric of Celina.

TITLE	$3,000
GOLD	$2,000
SILVER	$1,000
BRONZE	$500

MONTHLY EVENTS with the Chamber

2ND WED

COFFEE & CONNECTIONS 8:00 AM-9:00AM

Our monthly breakfast networking event, designed to energize your morning and expand your connections within the local business community.

SPONSORSHIP LEVEL: $300

3RD TUES

CHATS WITH THE CHAMBER 5:00PM-7:00PM

Our monthly evening networking event is where members of the Celina business community can connect, share ideas, and build relationships in a relaxed setting. Attendees have the opportunity to meet fellow professionals, exchange insights, and strengthen their local network. It's a casual and welcoming environment perfect for fostering meaningful connections and community growth.

SPONSORSHIP LEVEL: $300-500

4TH THUR

QUARTERLY

CULTIVATE 11:30AM-1:00PM

Our Chamber Quarterly Luncheons are the premier midday gatherings, dedicated to helping local businesses grow and thrive. Each luncheon brings together business owners, community leaders, and professionals from diverse industries to engage, learn, and inspire one another. Through guest speakers, panel discussions, and collaborative networking, attendees gain valuable insights, practical strategies, and fresh perspectives that can drive success.

SPONSORSHIP LEVEL: $300-500

CLOI

CELINA LADIES OF INFLUENCE

The Celina Ladies Of Influence is a premier organization created to empower and propel women into business success through education, mentoring, and service. Meetings are the 1st Wednesday of each month beginning at 8:30AM.



LEADERSHIP CELINA

Launching Ingenuity

Designed to help develop & inspire future leaders for the Celina community through providing community members with the skills and tools to contribute to civic engagement and civic leadership. Class members learn about different aspects of Celina/Collin County and the importance of mobilizing our community members to lead.

9 month program
1 class meeting per month
application process



The Celina Young Professionals is a new group coming to the Chamber in 2025!

CELINA
YOUNG PROFESSIONALS
Positioned for Success

In 2025, "New Vision, New Possibilities" will guide the Celina Chamber of Commerce as we expand our reach and impact in the community. This theme represents our commitment to fostering growth while strengthening the personal and professional bonds within Celina's business community.

"New Vision" reflects our dedication to exploring fresh, forward-thinking strategies that meet the evolving needs of our members, while empowering local leaders to drive positive change.

"New Possibilities" emphasizes the Chamber's focus on building deeper, more meaningful networks, offering opportunities that enable members to connect, collaborate, and thrive together. From enhanced networking events to initiatives designed to support every stage of business growth, the 2025 program is crafted to help members succeed in a rapidly changing landscape.

This year, join us as we set our sights on a brighter future, strengthening Celina one connection at a time.

THANK YOU FOR YOUR SUPPORT!!!

CELINA
CHAMBER OF COMMERCE
Connected for Growth

Economic Development Agreement – Greater Celina Chamber of Commerce

February 11, 2025



BACKGROUND

- Historically, the City, CEDC, and Chamber have collaborated on supporting events such as Winecrawl, Oktoberfest, and Gift Tour.

- These partnerships have typically been formalized through separate marketing services or economic development agreements.

- The purpose of the proposed agreement
  - Establish a unified, comprehensive partnership between the CEDC, City, and Chamber.
  - All other previous agreements entered into by and between the City, CEDC and Chamber are void.

CITY AND CEDC OBLIGATIONS

The City and CEDC agree to each pay the Chamber $25,000 annually in exchange for the services below:

- Priority access and top billing for all Chamber initiatives throughout 2025.
- Recognition at every event, including networking events, ribbon cuttings, and special occasions.
- Exclusive “presented by” branding at all our events.
- Social media shoutouts and logo placement on our banner displayed at every event (see attached banner image).
- Website branding.
- Financial reports as requested.
- Twice a year Chamber updates to CEDC Board of Directors and City Council.
- 10-15 tickets to any Chamber event.
- 2025 Chamber Prospectus (Exhibit A) provides an annual example of the expected benefits and sponsorships associated with the Top 5 Investor level.
- The CEDC is allowed a mutually agreed upon sitting board member selected by the CEDC Board of Directors.
- The City is allowed a mutually agreed upon sitting board member selected by the City Manager.

QUESTIONS?

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Robin Bromiley
Date:	February 11, 2025
Re:	Sutton Fields East Phase #2 PSAP

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #2 Improvements to be financed within Phase #2 of the Sutton Fields East Public Improvement District; approving an updated preliminary service and assessment plan, including a proposed Phase #2 Assessment Roll; directing the filing of the proposed Phase #2 Assessment Roll with the City Secretary; and providing for noticing and calling a public hearing on March 11, 2025, to consider an ordinance levying assessments on property located within Phase #2 of the Sutton Fields East Public Improvement District. (Bromiley)

Background Information:
The Sutton Fields East PID was created by the City Council pursuant to the PID Act and a resolution approved on October 12, 2021. The PID is located approximately east of FM 1385 and north of Parvin Road. The PID is anticipated to contain an estimated 460 residential units on approximately 110 acres within multiple phases.

Phase #2 consists of approximately 57.861 acres and is projected to consist of 214 single family residential units.

The estimated authorized public improvement cost for Phase #2 is $9,221,538 (streets, drainage, water, sewer, etc.).

The estimated PID assessment is:

Lot Size	Total Assessment per Unit	Average Annual Installment per Unit
50'	$53,770	$4,491
60'	$63,121	$5,272

This Resolution identifies the costs of authorized public improvements that are to be financed by the PID assessment within Phase #2. It also approves a preliminary amended and restated service and assessment plan that adds Phase #2. In compliance with state law, the resolution directs the filing of the proposed Phase #2 Assessment Roll with the City Secretary and calls a public hearing on March 11, 2025 during the scheduled City Council meeting to consider an ordinance levying the PID assessments on properties located within Phase #2.

If City Council approves the preliminary SAP (on February 11, 2025), staff will place a levy ordinance on the agenda for consideration on March 11, 2025. Staff also anticipates including a bond Ordinance to issue the associated PID debt for Sutton Field Easts Phase #2 on the March 11, 2025 agenda.

Legal Review:
PSAP and Resolution approved by Bond Counsel.

Supporting Documents:
1. Sutton Fields East PID Phase 2 PSAP Presentation
2. Sutton Fields East PID Phase #2 Resolution

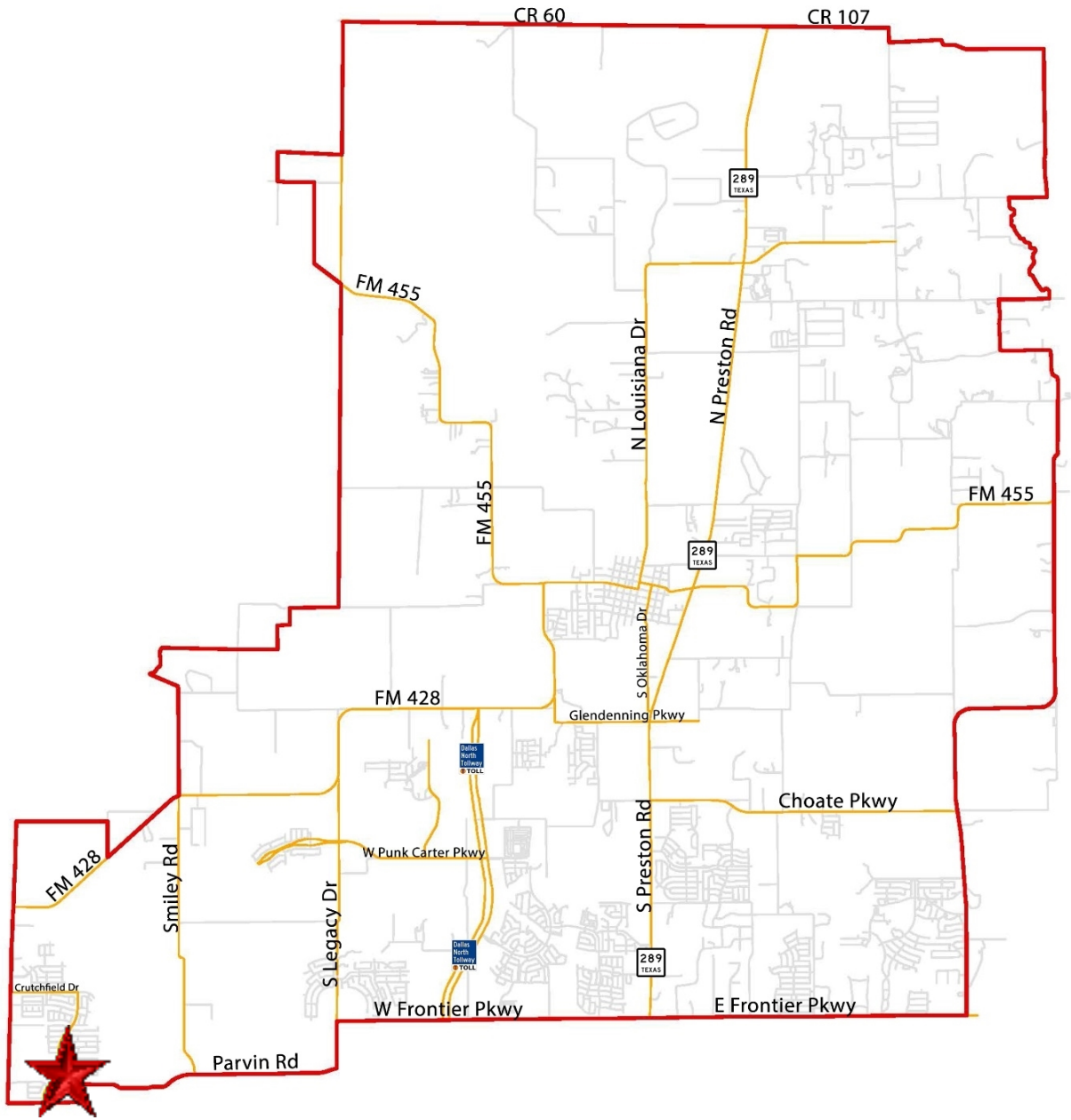
Financial Consideration:
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Neighborhood Improvement Area to fund the identified public improvements.

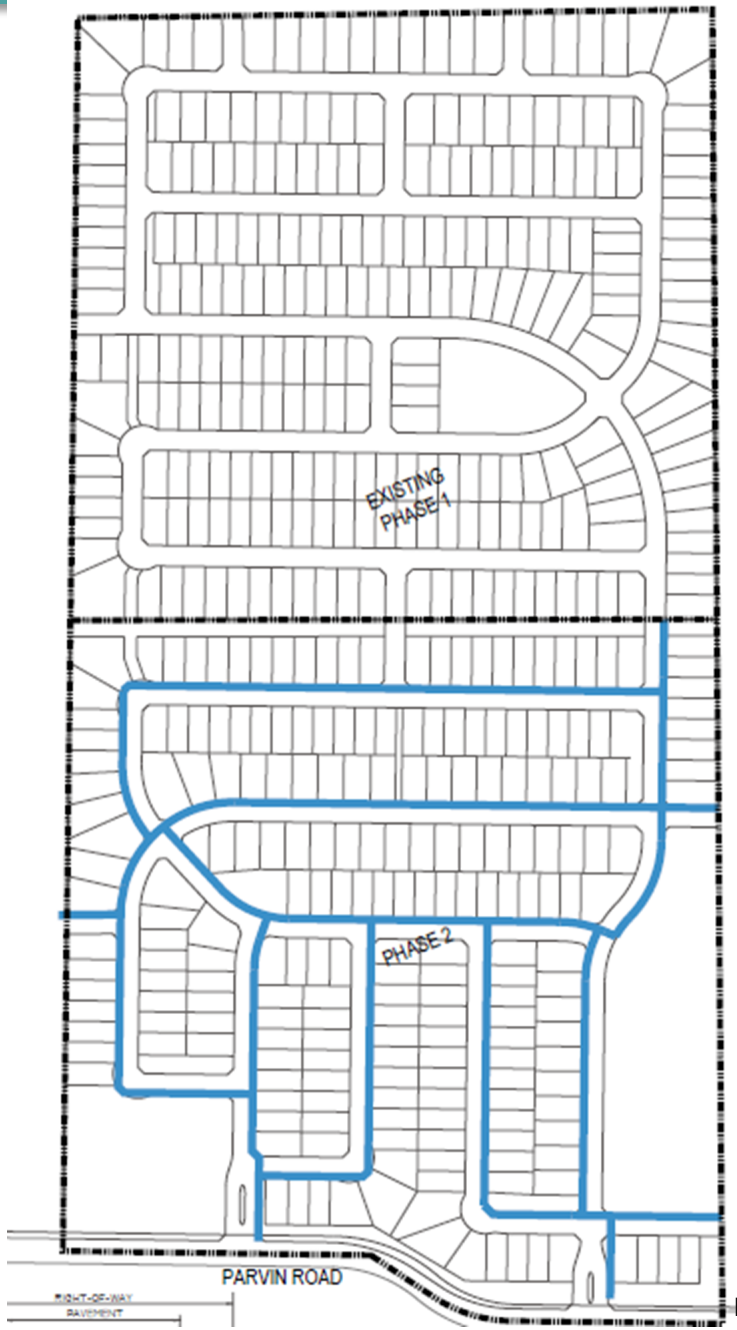
Staff Recommendation:
Staff recommends approval.

SUTTON FIELDS EAST PHASE #2 PRELIMINARY SAP

City Council
February 11, 2025




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


EXISTING PHASE 1
PHASE 2
PARVIN ROAD
RIGHT-OF-WAY
PAVEMENT

SUTTON FIELDS EAST PID

- There are currently two established Phases within the PID
  - 460 single family lots across the two Phases
- Requesting to levy assessments against the to-be-constructed Phase #2
  - 214 single family lots
  - Estimated Authorized Improvement Cost: $9,221,538
  - Estimated PID Assessment: $11,927,538
- The Phase # 2 Assessments, when levied, are anticipated to secure, a single series of PID Bonds to be issued following the Phase # 2 levy.

PHASE #2 PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
50’	$53,770	$4,491
60’	$63,121	$5,272

*Estimated and subject to change as actual bond costs are determined

PHASE #2 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV)
Calculated Net Tax Rate Equivalent for Overlapping PID Assessments	$0.7800
FYE 2025 Overlapping Tax Rates	$2.04577
Estimated Total Tax Rate	$2.82577

*Estimated and subject to change as actual bond costs are determined. Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

- Calculated Net Tax Rate Equivalent for Phase #2 levy assessment is $0.78/$100 in valuation. Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

TIMELINE

- February 11, 2025 – Pre-SAP and calling a public hearing resolution
- March 11, 2025– Levy Ordinance for PID assessment
- March 11, 2025 – Tentative Bond Pricing for Phase # 2 bonds
- April 8, 2025 – Tentative Bond Ordinance for Phase # 2 bonds

RECOMMENDATION

- Staff recommends approval.

CITY OF CELINA, TEXAS

RESOLUTION NO. 2025-___R

A RESOLUTION OF THE CITY OF CELINA, TEXAS DETERMINING THE COSTS OF CERTAIN PHASE #2 IMPROVEMENTS TO BE FINANCED WITHIN THE SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED PHASE #2 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR MARCH 11, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #2 OF THE SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SUCH PUBLIC HEARING; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the corporate boundaries and/or the extraterritorial jurisdiction of the City; and

WHEREAS, on October 12, 2021, the City Council of the City (the "City Council") conducted a public hearing to consider a petition received by the City requesting the creation of a public improvement district within the extraterritorial jurisdiction of the City, and following the public hearing, the City Council adopted Resolution No. 2021-96R (the "Authorization Resolution"), authorizing, establishing, and creating the “Sutton Fields East Public Improvement District” (the “District”); and

WHEREAS, in the Authorization Resolution, the City authorized the creation of the District and the issuance of 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 Sutton Fields East Public Improvement District Preliminary Service and Assessment Plan, dated February 11, 2025, including the Proposed Phase #2 Assessment Roll (as defined herein) attached thereto (collectively, the “Preliminary SAP”) relating to certain assessments proposed to be levied against property within Phase #2 of the District. A copy of the Preliminary SAP (i) is attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting “Phase #2” of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Phase #2 (the “Phase #2 Improvements”), and (v)

sets forth the proposed assessment roll for Phase #2 (the "Proposed Phase #2 Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain of the Phase #2 Improvements to be financed by the District at this time and the Proposed Phase #2 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phase #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 Phase #2 Assessment Roll be filed with the municipal secretary (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Assessment Hearing") be called to consider the proposed assessments to be levied against the benefitted property within Phase #2 of the District and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City and in the part of the City's extraterritorial jurisdiction in which the District is located or in which the improvements are to be undertaken before the tenth (10^{th}) day before the date of the Assessment Hearing.

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

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Phase #2 Assessment Roll, in a form substantially similar to the attached **Exhibit A,** which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the estimated total costs of the Phase #2 Improvements to be financed by the District are as set forth in Table IV-B of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #2 Improvements, or any portion thereof, shall be subject to and contingent upon the City Council's approval of a final, updated Service and Assessment Plan, which will include a final Phase #2 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #2 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in Phase #2 of the District that benefits from the Phase #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 Phase #2 Assessment Roll with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 7. The City Council hereby authorizes and calls the Assessment Hearing to be held on **March 11, 2025, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Phase #2 of the District that benefits from the Phase #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 **March 11, 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 City's extraterritorial jurisdiction in which the District is located or in which the Phase #2 Improvements are to be undertaken, on or before **February 27, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phase #2 Assessment Roll is filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **February 27, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **March 11, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, as required by Section 372.016(c) of the PID Act.

SECTION 10. City staff is authorized and directed to take such other actions as are required (including, but not limited to, posting notice of the public hearing as required by the Texas Open Meetings Act) to place the public hearing on the agenda for the **March 11, 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 11th day of February, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT

CELINA TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

January 11, 2021, and updated for Phase #2 on

February 11, 2025.

PREPARED BY:

MUNICAP, INC.

PUBLIC FINANCE

SUTTON FIELDS EAST
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On October 12, 2021, (the "Creation Date") the City Council of the City of Celina Texas (the "City"), Texas passed and approved Resolution No. 2021-96R approving and authorizing the creation of the Sutton Fields East Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in such public improvement district, all of which was located within the extraterritorial jurisdiction of the City at the time the PID was created.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property is developed. Assessments will be imposed on the property that receives a special benefit from the Authorized Improvements for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Sutton Fields East Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Roll for the PID is currently included as Appendix G and Appendix H of this Service and Assessment Plan and additional Assessment Rolls may be added to this Service and Assessment Plan in the future. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a payment request in a form that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a payment request in a form that has been reviewed and approved by the City. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Additional Interest Component" means the amount collected by application of the Additional Interest.

"Additional Interest Reserve" has the meaning set forth in Section V.G of this Service and Assessment Plan.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of

installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee fees and expenses relating to the Bonds, including reasonable fees, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses in one year shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessment Roll attached hereto as Appendix G and Appendix H, 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 with respect to any portion of an Assessment securing series of Bonds, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Assessment Ordinance" means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments against the respective Assessed Property.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means, as applicable, the Phase #1 Assessment Roll and Phase #2 Assessment Roll or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update, as each may be updated, modified, or amended from

time to time in accordance with the procedures set forth in this Service and Assessment Plan and in the PID Act.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Denton County, Texas.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means MM Sutton Fields East, LLC, a Texas limited liability company.

"Development Agreement" means that certain Sutton Fields East Development Agreement by and between the City and the Developer, approved by the City on August 10, 2021, related to development of the property within the PID, and as the same may be amended from time to time.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"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.

"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 as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Mustang SUD" means 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.D.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Denton Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of 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 or upon the execution of a 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 and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix G.

"Phase #1 Assessed Property" means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Improvements is levied.

"Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Improvements.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2022 (Sutton Fields East Public Improvement District Phase #1 Project) that are secured primarily by Phase #1 Assessment Revenues. The term Phase #1 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #1 Improvements currently being constructed pursuant to the Phase #1 Reimbursement Agreement and which, if issued, will also be secured by the Phase #1 Assessment Revenues.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $43,378.06
Lot Type 2 (50 Ft) - $36,148.38

"Phase #1 Reimbursement Agreement" means that certain Sutton Fields East Public Improvement District Phase #1 Reimbursement Agreement dated as of January 11, 2022 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #1 Improvements and the City agrees to reimburse the Developer from a portion of the Phase #1 Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act; provided however the Phase #1 Assessment Revenues shall first be used to pay amounts due on the Phase #1 Bonds prior to paying amounts due under the Phase #1 Reimbursement Agreement.

"Phase #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 H.

"Phase #2 Assessed Property" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll against which an Assessment relating to the Phase #2 Improvements is levied.

"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 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 Bonds or in connection with any Annual Service Plan Update.

"Phase #2 Bonds" mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2025 (Sutton Fields East Public Improvement District Phase #2 Project) that are secured primarily by Phase #2 Assessment Revenues. The term Phase #2 Bonds may also include any additional bonds issued in the future to construct or acquire the Phase #2 Improvements currently

being constructed pursuant to the Phase #2 Reimbursement Agreement and which, if issued, will also be secured by the Phase #2 Assessment Revenues.

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property, which are described in Section III.

"Phase #2 Maximum Assessment Per Unit" means for Phase #2, an Assessment per unit related to the Phase #2 Improvements for each applicable Lot Type as follows:

Lot Type 1 (60 Ft) - $63,121.04
Lot Type 2 (50 Ft) - $53,769.77

"Phase #2 Reimbursement Agreement" means that certain Sutton Fields East Public Improvement District Phase #2 Reimbursement Agreement dated as of March 11, 2025 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Phase #2 Improvements and the City agrees to reimburse the Developer from a portion of the Phase #2 Assessment Revenues for a portion of such Actual Costs funded by the Developer with interest as permitted by the PID Act; provided however the Phase #2 Assessment Revenues shall first be used to pay amounts due on the Phase #2 Bonds prior to paying amounts due under the Phase #2 Reimbursement Agreement.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, 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 Sutton Fields East Public Improvement District 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. 14" means the Tax Increment Reinvestment Zone No. 14, City of Celina, Texas.

"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. 14 Project Plan and Financing Plan (including amendments or supplements thereto).

"TIRZ Revenues" mean, for each year, the amounts paid by the City and the County, if any, from TIRZ No. 14 tax increment fund pursuant to the TIRZ Ordinance to reduce an Annual Installment on Parcels within the PID, as calculated each year by the Administrator in collaboration with the City and the County (in the event of County participation), in accordance with Section V of this Service and Assessment Plan.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the extraterritorial jurisdiction of the City and contains approximately 110 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 460 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.1
Proposed Development - Original

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

The property within the PID was revised in 2025 and is proposed to be developed as follows:

Table II-A.2
Proposed Development – 2025 Revised

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	89	Units
Single-Family - 50 Ft	371	Units
Total	**460**	**Units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 52 acres and consists of 246 single family residential units, developed as Phase #1, as further described in Section III. A map of the property within Phase #1 is shown in Appendix A.

The property within Phase #1 is developed as follows:

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Table II-B
Actual Development – Phase #1

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	44	Units
Single-Family - 50 Ft	202	Units
Total	**246**	**Units**

C. Property Included in Phase #2

Phase #2 consists of approximately 57.861 acres and is projected to consist of 214 single family residential units, to be developed as Phase #2, as further described in Section III. A map of the property within Phase #2 is shown in Appendix A.

The property within Phase #2 is proposed to be developed as follows:

Table II-C
Proposed Development – Phase #2

Proposed Development	Quantity	Measurement
Single-Family - 60 Ft	45	Units
Single-Family - 50 Ft	169	Units
Total	**214**	**Units**

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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 shown in Appendix B and on the diagrams included as Appendix D for the benefit of the Assessed Property. Any change to the list of Authorized Improvements will require the approval of the City and an update to this Service and Assessment Plan.

B. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Phase #1 Improvements are shown in Table III-A. The costs shown in Table III-A are actual and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The road improvement portion of the Phase #1 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 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, which includes waterlines, valves, fire hydrants, 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 in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #1 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #1 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the 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.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #1 Improvements consist of site preparation, district formation costs, and other soft costs.

Table III-A
Actual Authorized Improvement Costs – Phase #1

Authorized Improvements	Original Budget	Budget Revisions	Total[1]
Roadway improvements	$1,777,930	$1,135,059	$2,912,989
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$2,379,539	($833,926)	$1,545,613
Total Authorized Improvements	**$7,471,074**	**$301,133**	**$7,772,207**

[1]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 does not change.

C. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #2 Improvements 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.

Roadway Improvements

The road improvement portion of the Phase #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 Phase #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 Phase #2 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #2 Improvements consists of construction and installation of various sized sanitary sewer pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to Phase #2 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with Mustang SUD standards and specifications and will be owned and operated by Mustang SUD.

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Storm Drainage Improvements

The storm drainage improvement portion of the Phase #2 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, and appurtenances necessary to provide adequate drainage to the Phase #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 Improvements

The other soft and miscellaneous portion of the Phase #2 Improvements consist of site preparation, district formation costs, and other soft costs.

Table III-B
Estimated Authorized Improvement Costs – Phase #2

Authorized Improvements	Total[1]
Roadway improvements	$2,748,859
Water improvements	$906,887
Sanitary sewer improvements	$1,181,713
Storm drainage improvements	$1,151,978
Other soft and miscellaneous costs	$3,232,101
Total Authorized Improvements	**$9,221,538**

[1]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 Authorized Improvements amount does not change.

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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 Phase #1 Improvements were completed and accepted by the City in the 3rd quarter of 2024. It is anticipated that the Phase #2 Improvements will be completed and accepted by the City in the 2nd quarter of 2026.

The Actual Costs for the Phase #1 Improvements and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #1 and selling the Phase #1 Bonds are $9,484,850 as shown in Table IV-A.2. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The Budgeted Costs for the Phase #2 Improvements and the expenses incurred in the establishment, administration, and operation of the PID allocable to Phase #2 and selling the Phase #2 Bonds are $11,927,538 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

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Table IV-A.1
Estimated Sources and Uses – Phase #1 - Original

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount (Phase #1 Bonds)	$8,060,000	$0	$8,060,000
Assessment amount (Phase #1 Reimbursement Agreement)	$0	$1,100,000	$1,100,000
Plus: original issue discount	($4,013)	$0	($4,013)
Other funding sources[1]	$0	$27,730	$27,730
Total Sources	**$8,055,987**	**$1,127,730**	**$9,183,717**
Uses of Funds			
Authorized Improvements[3]:			
Roadway improvements	$1,777,930	$0	$1,777,930
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$1,251,809	$1,127,730	$2,379,539
Subtotal	*$6,343,344*	*$1,127,730*	*$7,471,074*
Bond Issuance Costs:			
Cost of issuance	$441,000	$0	$441,000
Capitalized interest	$495,456	$0	$495,456
Reserve fund	$489,388	$0	$489,388
Administrative Expense	$45,000	$0	$45,000
Underwriter's discount	$241,800	$0	$241,800
Subtotal	*$1,712,643*	*$0*	*$1,712,643*
Total Uses	**$8,055,987**	**$1,127,730**	**$9,183,717**

[1]The other funding sources represent projects costs of the Phase #1 Improvements paid by the Developer without reimbursement from the City.
[2] These funds will be made available at the time of closing the Phase #1 Bonds.
[3] See Table III-A for details.

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Table IV-A.2
Actual Sources and Uses – Phase #1 – Revised 2025

Sources of Funds	Phase #1 Bonds	Phase #1 Reimbursement Agreement	Total
Par amount (Phase #1 Bonds)	$8,060,000	$0	$8,060,000
Assessment amount (Phase #1 Reimbursement Agreement)	$0	$1,100,000	$1,100,000
Plus: original issue discount	($4,013)	$0	($4,013)
Other funding sources[1]	$0	$328,863	$328,863
Total Sources	**$8,055,987**	**$1,428,863**	**$9,484,850**
Uses of Funds			
Authorized Improvements[2,3]:			
Roadway improvements	$1,777,930	$1,135,059	$2,912,989
Water improvements	$753,000	$0	$753,000
Sanitary sewer improvements	$829,945	$0	$829,945
Storm drainage improvements	$1,730,660	$0	$1,730,660
Other soft and miscellaneous costs	$1,251,809	$293,804	$1,545,613
Subtotal	*$6,343,344*	*$1,428,863*	*$7,772,207*
Bond Issuance Costs:			
Cost of issuance	$441,000	$0	$441,000
Capitalized interest	$495,456	$0	$495,456
Reserve fund	$489,388	$0	$489,388
Administrative Expense	$45,000	$0	$45,000
Underwriter's discount	$241,800	$0	$241,800
Subtotal	*$1,712,643*	*$0*	*$1,712,643*
Total Uses	**$8,055,987**	**$1,428,863**	**$9,484,850**

[1]The other funding sources represent projects costs of the Phase #1 Improvements paid by the Developer without reimbursement from the City.
[2]See Table III-A for details.
[3]The Authorized Improvements have been updated with Actual Costs.

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Table IV-B
Estimated Sources and Uses – Phase #2

Sources of Funds	Phase #2 Bonds	Phase #2 Reimbursement Agreement	Total
Par amount (Phase #2 Bonds)	$10,250,000	$0	$10,250,000
Assessment amount (Phase #2 Reimbursement Agreement)	$0	$1,677,538	$1,677,538
Other funding sources[1]	$0	$0	$0
Total Sources	**$10,250,000**	**$1,677,538**	**$11,927,538**
Uses of Funds			
Authorized Improvements[2]:			
Roadway improvements	$2,248,800	$500,059	$2,748,859
Water improvements	$741,911	$164,977	$906,887
Sanitary sewer improvements	$966,742	$214,972	$1,181,713
Storm drainage improvements	$942,415	$209,562	$1,151,978
Other soft and miscellaneous costs	$2,644,133	$587,968	$3,232,101
Subtotal	*$7,544,000*	*$1,677,538*	*$9,221,538*
Bond Issuance Costs:			
Cost of issuance	$615,000	$0	$615,000
Capitalized interest	$922,500	$0	$922,500
Reserve fund	$761,000	$0	$761,000
Administrative Expense	$100,000	$0	$100,000
Underwriter's discount	$307,500	$0	$307,500
Subtotal	*$2,706,000*	*$0*	*$2,706,000*
Total Uses	**$10,250,000**	**$1,677,538**	**$11,927,538**

[1]The other funding sources represent projects costs of the Phase #2 Improvements to be paid by the Developer without reimbursement from the City.
[2]See Table III-B for details.

B. FIVE YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-C
Five Year Service Plan
Annual Projected Costs and Annual Projected Indebtedness – Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #1 Annual Installments
2022-2024	$9,183,717	$9,160,000	$27,730	$774,228
2025	$301,133	$0	$301,133	$617,988
2026	$0	$0	$0	$640,460
2027	$0	$0	$0	$639,751
2028	$0	$0	$0	$639,831
2029	$0	$0	$0	$639,948
Total	**$9,484,850**	**$9,160,000**	**$328,863**	**$3,952,206**

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Improvements shown in Table III-A, and the costs associated with creating the PID and issuing the Phase #1 Bonds. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

The annual projected costs and annual projected indebtedness for Phase #2 is shown by Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

Table IV-D
Five Year Service Plan
Annual Projected Costs and Annual Projected Indebtedness – Phase #2

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2025	$11,927,538	$11,927,538	$0	$0
2026	$0	$0	$0	$185,974
2027	$0	$0	$0	$998,035
2028	$0	$0	$0	$998,566
2029	$0	$0	$0	$997,475
2030	$0	$0	$0	$996,826
Total	**$11,927,538**	**$11,927,538**	**$0**	**$4,176,876**

[1]Administrative Expenses for the year 2025 and 2026 are being funded with PID Bond proceeds, and interest on the PID Bonds for year 2025and 2026 are being funded with capitalized interest.

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The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #2 Improvements shown in Table III-B, and the costs associated with creating the PID and issuing the Phase #2 Bonds. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan update include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed bond issuance program entails a series of bond financings that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the issuance and approval of the Phase #1 Bonds and the Phase #1 Reimbursement Agreement and the Phase #2 Bonds and the Phase #2 Reimbursement Agreement no future financings are anticipated, with the exception of the potential refinancing amounts due under the Phase #1 Reimbursement Agreement and the Phase #2 Reimbursement Agreement with respect to the Phase #1 Improvements and Phase #2 Improvements, respectively.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the Budgeted Costs of the Authorized Improvements shall be allocated as described below:

1. The estimated costs of the Authorized Improvements shall be allocated on the basis of Equivalent Units once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The City Council has concluded that larger more expensive homes are likely to be built on the larger lots, and that larger more expensive homes are likely to make greater use of and receive greater benefit from the Authorized Improvements. In determining the relative values of Parcels, the City Council has taken into consideration (i) the type of development (i.e., residential, commercial, etc.), (ii) single-family lot sizes and the size of homes likely to be built on lots of different sizes, (iii) current and projected home prices provided by the Developer, (iv) the Authorized Improvements to be provided and the estimated costs, and (v)

the ability of different property types to utilize and benefit from the Authorized Improvements.

3. The Assessed Property is classified into different Lot Types as described in Appendix F based on the type and size of proposed development on each Parcel.

4. Equivalent Units are calculated for each Lot Type based on the relative average home value of each Lot Type.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within Phase #1 and Phase #2 of the PID as a result of the Phase #1 Improvements and Phase #2 Improvements, as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property and Phase #2 Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phase #1 Improvements and Phase #2 Improvements to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A and Table IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The 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. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for the Phase #1 Improvements

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements 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 within Phase #1 based on the estimated number of Equivalent Units developed on each Parcel.

Based on the Actual Costs of the Phase #1 Improvements, as set forth in Table III-A, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Improvements is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #1, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Phase #2 Improvements

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements to be financed with the Phase #2 Bonds and Phase #2 Reimbursement Agreement shall be allocated to the Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #2 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #2 Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Phase #2 Assessed Property of the Phase #2 Improvements is at least equal to the Assessments levied on the Phase #2 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #2, the Assessment applicable to it will then be apportioned pro rata based on the estimated Equivalent Units of each newly created Parcel. For residential Lots, when final residential building sites are platted, Assessments will be apportioned proportionately among each Parcel based on the ratio of the estimated Equivalent Units at the time residential Lots are platted to the total estimated Equivalent Units for Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within 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.

D. ASSESSMENTS

The Assessments will be levied on each Parcel within Phase #1 and Phase #2 according to the Assessment Rolls, attached hereto as Appendix G and Appendix H. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Roll, subject to any revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

E. 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.

F. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments that secure the Phase #1 Bonds and Phase #2 Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 Bonds and Phase #2 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 Phase #1 Bonds and Phase #2 Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the

Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

G. TIRZ Annual Credit

Pursuant to the TIRZ Ordinance, the City has agreed to use TIRZ Revenues representing 13.22% of the City's increments generated from each Parcel in the PID to offset a portion of such Parcel's Assessments annually (the "TIRZ Annual Credit"). Currently the County is not participating in TIRZ No. 14. The Annual Installment for each Parcel in the PID shall be calculated by taking into consideration any TIRZ Annual Credit applicable to the Parcel in the PID then on deposit in TIRZ No. 14 tax increment fund. The TIRZ Annual Credit applicable to each Parcel in the PID 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 PHASE #1

The Assessment and Annual Installments for each Phase #1 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 shall be collected from the 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 Phase #1. The Annual Installment for each Parcel in Phase #1 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Phase #2 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.

The Annual Installments shall be collected from the Phase #2 Assessed Property in an amount sufficient to pay (i) principal and interest on the Phase #2 Bonds and Phase #2 Reimbursement Agreement (ii) to fund the Additional Interest Reserve described in Section V, and (iii) to pay Administrative Expenses related to Phase #2. The Annual Installment for each Parcel in Phase #2 shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel

D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit or Phase #2 Maximum Assessment per Unit, as applicable and as 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 Phase #1 Maximum Assessment per Unit or Phase #2 Maximum Assessment per Unit, as applicable and as, calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/ or reimbursement agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/ or related reimbursement agreement, resulting in excess Bond proceeds being available to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/ or the obligations under a reimbursement agreement may be reduced as provided in the Indenture or the terms of the reimbursement agreement, then the Assessment securing such series of Bonds and/ or related reimbursement agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/ or amounts due under a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/ or a need to reduce the obligations under a reimbursement agreement, and such excess proceeds shall be applied to redeem Bonds and/ or reduce obligations under a reimbursement agreement, as the case may be, as provided in the Indenture or the terms of the reimbursement agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/ or repay obligations under a reimbursement agreement, including interest on the Bonds (including Additional Interest) and/ or interest due under a reimbursement agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/ or repay the obligations under a reimbursement agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/ or obligations under a reimbursement agreement is equal to the outstanding principal amount of the Bonds and/ or reimbursement agreement.

F. PAYMENT OF ASSESSMENTS

1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and

reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(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.

(e) For purposes or Prepayments, the amounts due under the Phase #1 Reimbursement Agreement or the Phase #2 Reimbursement Agreement will remain subordinated to the Phase #1 Bonds and Phase #2 Bonds, respectively. For purposes of Prepayments, additional Bonds issued to refinance all or a portion of the amounts due under the Phase #1 Reimbursement Agreement or Phase #2 Reimbursement Agreement will be on parity with the Phase #1 Bonds or Phase #2 Bonds, as applicable.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, administrative expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Roll, as updated as provided for herein, which include interest, Administrative Expenses, and payments required for the Additional Interest Reserve. Payment of the Annual Installments shall commence with tax bills mailed after the initial issuance of Bonds.

Phase #1

Each Assessment levied against Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds (and the applicable Additional Interest) and the Phase #1 Reimbursement Agreement, as applicable, and as described below. 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% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051), and, with respect to the portion of the Assessment to be collected from the Phase #1 Assessed Property to secure the Phase #1 Bonds, Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Phase #1

Assessed Property that secure the Phase #1 Reimbursement Agreement shall be paid based on an interest rate of 4.41% per annum for years 1 through 29 (2023-2051) in accordance with the Phase #1 Reimbursement Agreement. The portion of the Assessment levied against the Phase #1 Assessed Property and securing the Phase #1 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #1 Assessed Property was 2.41%. The City has determined that the portion of the Assessments that secure the City's obligation under the Phase #1 Reimbursement Agreement shall bear interest at the interest rate of 4.41% per annum for years 1 through 29 (2023-2051), which rates are equal to or less than the initial maximum allowable rate of interest of 4.41% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 4.41%. Furthermore, the Annual Installments collected from Phase #1 Assessed Property may not exceed the amounts shown on the Phase #1 Assessment Roll, as may be updated in an Annual Service Plan Update.

The Annual Installments collected from the Phase #1 Assessed Property shall be reduced to equal the actual costs of repaying the Phase #1 Bonds (including Additional Interest) and/ or Phase #1 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

Phase #2

Each Assessment levied against Phase #2 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #2 Bonds (and the applicable Additional Interest) and the Phase #2 Reimbursement Agreement, as applicable, and as described below. The Phase #2 Assessment Roll sets forth for each year the Annual Installment for each Parcel within Phase #2 based on an estimated interest rate of 6.00% in years 1 through 30 (2025-2055), and, with respect to the portion of the Assessment to be collected from the Phase #2 Assessed Property to secure the Phase #2 Bonds, an Additional Interest at the rate of up to 0.5% for the Additional Interest Reserve. Interest on the portion of the Assessments collected from the Phase #2 Assessed Property that secure the Phase #2 Reimbursement Agreement shall be paid based on an estimated interest rate of 6.35% per annum for years 1 through 30 (2025-2055) in accordance with the Phase #2 Reimbursement Agreement. The portion of the Assessment levied against Phase #2 Assessed Property and securing the Phase #2 Reimbursement Agreement shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the date of the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 4.35%. The City has determined that the

portion of the Assessments that secure the City's obligation under the Phase #2 Reimbursement Agreement shall bear interest at the estimated interest rate of 6.35% per annum for years 1 through 30 (2025-2055), which rates are equal to or less than the initial maximum allowable rate of interest of 6.35% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.35%. Furthermore, the Annual Installments collected from Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll. The Phase #2 Assessment Roll, shown as Appendix H, will be updated with the actual interest rates on the Phase #2 Bonds and the applicable rates for the Phase #2 Reimbursement Agreement.

The Annual Installments collected from Phase #2 Assessed Property shall be reduced to equal the actual costs of repaying the Phase #2 Bonds and/ or Phase #2 Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or issue additional Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve and for Parcels located within Phase #1 and Phase #2, any applicable TIRZ Annual Credit. 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.

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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 and the Phase #1 Reimbursement Agreement were due when billed and were delinquent if not paid prior to February 1, 2023.

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 Phase #2 Bonds and the Phase #2 Reimbursement Agreement will be due when billed and will be delinquent if not paid prior to February 1, 2027.

H. SURPLUS FUNDS REMAINING IN THE PHASE # 1 BOND ACCOUNT

If proceeds from the Phase #1 Bonds remain after all of the Phase #1 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

I. SURPLUS FUNDS REMAINING IN THE PHASE # 2 BOND ACCOUNT

If proceeds from the Phase #2 Bonds remain after all of the Phase #2 Improvements are constructed and accepted by the City, the proceeds may be utilized in accordance with the applicable Trust Indenture.

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VII. THE ASSESSMENT ROLL

A. 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 Improvements. Table VII-A summarizes the $9,488,863 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Improvements (including both the portion paid from proceeds of the Phase #1 Bonds as well as from funds contributed under the Phase #1 Reimbursement Agreement), the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the principal amount due pursuant to the terms of the Phase #1 Reimbursement Agreement is, collectively, $9,160,000, which is less than the benefit received by the Phase #1 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $9,160,000 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Special Benefit Summary – Phase #1

Special Benefit	Total Cost
Total Authorized Improvements[1]	$7,772,207
Plus: Original Issue Discount	$4,013
Subtotal	$7,776,220
PID Formation/Bond Costs of Issuance:	
Cost of issuance	$441,000
Capitalized interest	$495,456
Reserve fund	$489,388
Administrative Expense	$45,000
Underwriter's discount	$241,800
Subtotal Estimated Bond Issuance Costs	*$1,712,643*
Total Special Benefit	**$9,488,863**
Special Benefit:	
Total Special Benefit	$9,488,863
Projected Assessment	$9,160,000
Excess Benefit	**$328,863**

[1]See Table III-A for details.

B. PHASE #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #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 Phase #2.

The Phase #2 Assessed Property will be assessed for the special benefits conferred upon the property resulting from the Phase #2 Improvements. Table VII-B summarizes the $11,927,538 in special benefit received by the Phase #2 Assessed Property from the Phase #2 Improvements (including both the portion to be paid from proceeds of the Phase #2 Bonds as well as from funds contributed under the Phase #2 Reimbursement Agreement), the costs of the PID formation, and the Phase #2 Bond issuance costs. The par amount of the Phase #2 Bonds and the principal amount due pursuant to the terms of the Phase #2 Reimbursement Agreement is, collectively, $11,927,538, which is less than the benefit received by the Phase #2 Assessed Property. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is $11,927,538 plus, interest, Additional Interest, and annual Administrative Expenses. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.C. The Phase #2 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Special Benefit Summary – Phase #2

Special Benefit	Total Cost
Total Authorized Improvements[1]	$9,221,538
Estimated PID Formation/Bond Costs of Issuance:	
Cost of issuance	$615,000
Capitalized interest	$922,500
Reserve fund	$761,000
Administrative Expense	$100,000
Underwriter's discount	$307,500
Subtotal Estimated Bond Issuance Costs	*$2,706,000*
Total Special Benefit	**$11,927,538**
Special Benefit:	
Total Special Benefit	$11,927,538
Projected Assessment	$11,927,538
Excess Benefit	**$0**

[1]See Table III-B for details.

C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll and Phase #2 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the

Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

Whenever Bonds are issued, the Assessment Roll shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds and/or approval of a reimbursement agreement. This update shall reflect the actual interest on the Bonds and/or due under a related reimbursement agreement on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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VIII. MISCELLANEOUS PROVISIONS

A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify 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.

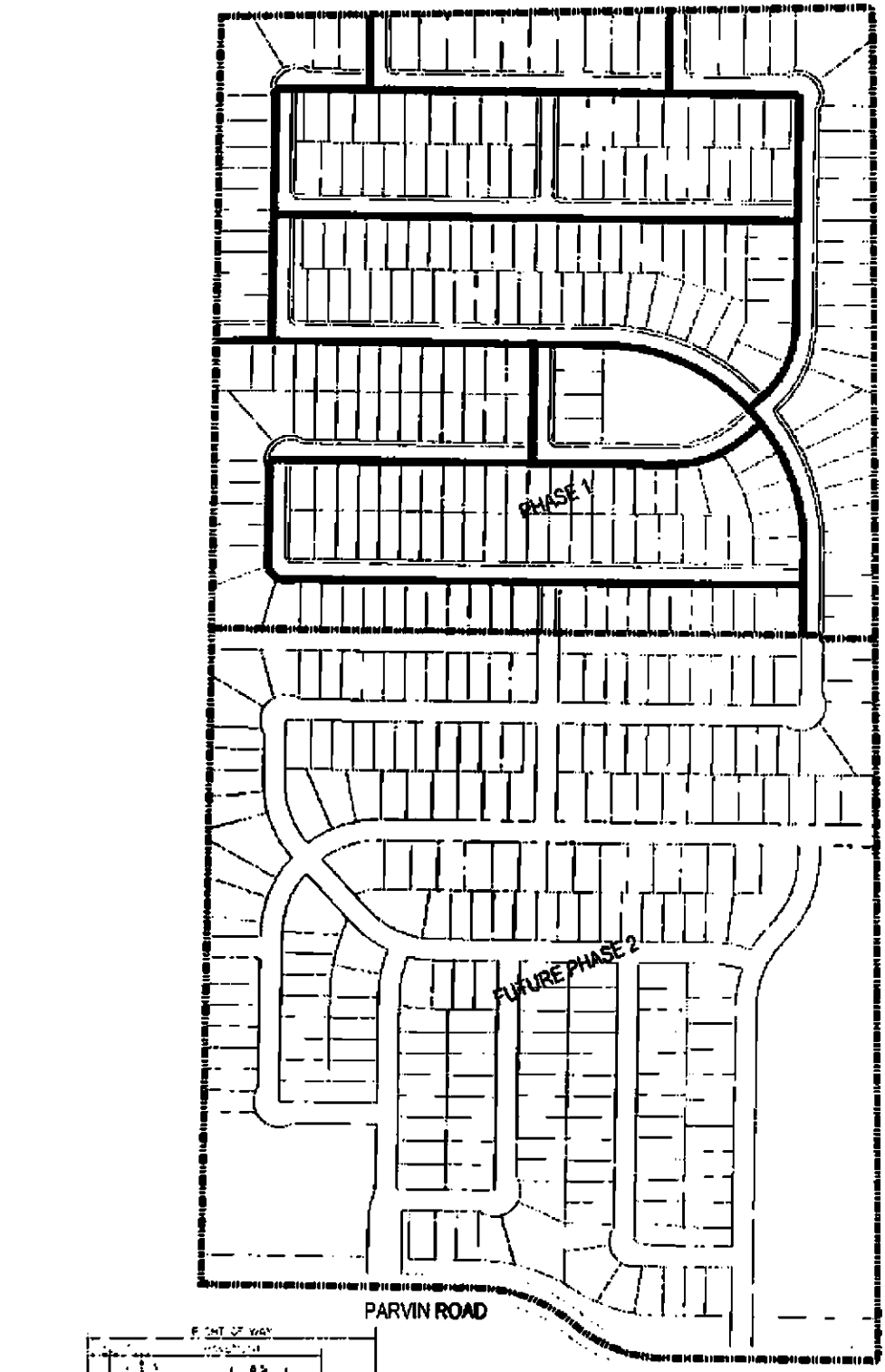
E. Severability

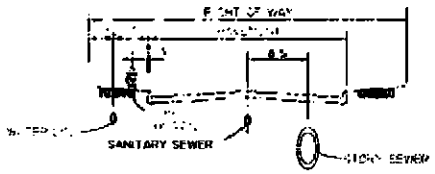
If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service 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





TYPICAL SEWER LOCATION

WATER LINE

PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA



Sutton Fields East Concept Plan 12

data summary

Gross Site Area:				110 AC.
			Acres	Gross %
Residential Lots			93.9	85%
Public Open Space			8.3	8%
Detention			7.8	7%
Residential Product Type:	Ph1	Ph2	Lots	%
50'x 115' Lot	202	169	371	80%
60'x 115' Lot	44	45	89	20%
Total Lots	246	214	460	100%

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SUTTON FIELDS EAST DEVELOPMENT
CITY OF CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=300'
DATE: DEC. 2024

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-12Sutton Fields East & Lily Phase 2 2024.10.09.dwg Dec 04,2024 - 1:33 pm chancock

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

COMMUNITY NAME: Sutton Fields East
PHASES: Full Development
CITY OR TOWN: Celina ETJ

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	110.4
NET ACREAGE:	110.4
TOTAL LOTS:	**450**
TOTAL DENSITY:	4.08
CREATED BY:	CH
REVIEWED BY:	AB
CREATED:	06/03/21
REVISED:	**11/05/21**

Direct Phase Costs		**TOTALS**	**PHASE 1**	**PHASE 2**	**NOTES**
1	Site Preparation	$ 1,663,803	$ 810,468	$ 853,335	
2	Water System	$ 1,755,790	$ 753,000	$ 1,002,790	
3	Sanitary Sewer System	$ 1,465,970	$ 829,945	$ 636,025	
4	Storm Drain System	$ 3,283,930	$ 1,730,660	$ 1,553,270	
5	Roadway Improvements	$ 4,965,685	$ 1,777,930	$ 3,187,755	
6	Screening Walls & Landscaping	$ 172,518	$ -	$ 172,518	
7	Park Amenities & Trails	$ 197,400	$ 3,000	$ 194,400	
8	Prof. & Other Soft Cost	$ 2,452,829	$ 1,166,071	$ 1,286,758	
9	Contingency 0%	$ 321,491	$ -	$ 321,491	
10	District Formation/ Legal/ Consulting	$ 800,000	$ 400,000	$ 400,000	
		$ 17,079,416	$ 7,471,074	$ 9,608,342	

Major Improvements Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ -			
2	Water System	$ -			
3	Sanitary Sewer System	$ -			
4	Storm Drain System	$ -			
5	Roadway Improvements	$ -			
6	Screening Walls	$ -			
7	Landscape & Hardscape	$ -			
8	Park Amenities & Trails	$ -			
9	Prof. & Other Soft Cost	$ -			
10	Contingency 0%	$ -			
12	District Formation Costs	$ -			
13		$ -			
		$ -	$ -	$ -	

Private Costs		**TOTALS**	**PHASE 1**	**FUTURE PHASES**	**NOTES**
1	Site Preparation	$ 1,203,750	$ 655,375	$ 548,375	
2	Water System	$ -	$ -	$ -	
3	Sanitary Sewer System	$ -	$ -	$ -	
4	Storm Drain System	$ -	$ -	$ -	
5	Roadway Improvements	$ -	$ -	$ -	
6	Screening & Retaining Walls	$ 872,278	$ 302,200	$ 570,078	
7	Franchise Utilities & Street Lights	$ 1,450,000	$ 785,000	$ 665,000	
8	Park Amenities & Trails	$ 254,400	$ 30,000	$ 224,400	
9	Prof. & Other Soft Cost	$ 493,384	$ 258,783	$ 234,601	
10	Contingency 0%	$ 213,691	$ 101,568	$ 112,123	
11		$ -	$ -	$ -	
		$ 4,487,503	$ 2,132,926	$ 2,354,577	
TOTALS		***$ 21,566,919***	***$ 9,604,000***	***$ 11,962,920***	
per lot		***$ 47,926***	***$ 39,200***	***$ 58,356***	
	50' Lots	363	203	160	
	60' Lots	87	42	45	
	Total Lots	***450***	***245***	***205***	

THIS OPINION OF PROBABLE COST WAS PREPARED BASED ON BEST AVAILABLE INFORMATION AND SHOULD BE USED FOR PROJECT EVALUATION ONLY.

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: Land Entitlements, Feasibility, Boundary Survey, Topographic Survey, Tree Survey, Tree Mitigation, Impact Fees, Flood Studies, Environmental, Wetlands, SWPPP Administration, or Traffic Studies.

COMMUNITY NAME: Sutton Fields East
PHASES: 2
CITY OR TOWN: Celina

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

GROSS ACREAGE:	57.9
NET ACREAGE:	45.3
TOTAL LOTS:	**214**
TOTAL DENSITY:	4.73
LANDPLAN:	12
CREATED BY:	ZAS
REVIEWED BY:	RAV
CREATED:	07/12/24
REVISED:	01/21/25

Direct Phase Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	300,000
2 Water System	$	906,887
3 Sanitary Sewer System	$	1,181,713
4 Drainage System	$	1,151,978
5 Street Improvements	$	2,448,859
6 Landscape/Hardscape/Drainage landscape Improvements		
7 Soft Costs	$	1,173,933
8 Contingency 5%	$	358,168
9 Developer Assessment/Bond Issuance Consulting Fee	$	500,000
10 Right-of-Way	$	1,200,000
Total	$	9,221,538
Cost per Lot	$	43,091

Major Improvements Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	-
2 Water System	$	-
3 Sanitary Sewer System	$	-
4 Drainage System	$	-
5 Street Improvements	$	-
6 Landscape/Hardscape	$	-
7 Soft Costs	$	-
8 Contingency 5%	$	-
Total	$	-
Cost per Lot	$	-

Private Costs		**PHASE 2 TOTALS**
	Lot Count	**214**
1 Grading Site Preparation	$	1,026,839
2 Water System	$	-
3 Sanitary Sewer System	$	-
4 Drainage System	$	-
5 Street Improvements	$	-
6 Landscape/Hardscape/Drainage landscape Improvements	$	1,692,000
7 Ret Walls	$	444,400
8 Dry Utilities	$	418,600
9 Soft Costs	$	293,483
10 Contingency 5%	$	193,766
Total	$	4,069,088
Cost per Lot	$	19,014

TOTALS	***$***	***13,290,626***
per lot	***$***	***62,106***

50' Lots	169
60' Lots	45
Total Lots	***214***

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

COMMUNITY NAME:	**Sutton Fields East**
PHASES:	2
CITY OR TOWN:	Celina

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

	LOT (1)	LOT (2)	LOT (3)		
LOT COUNT:	169	45		**GROSS ACREAGE:**	57.9
TYP. LOT WIDTH:	50	60		**NET ACREAGE:**	45.3
TYP. LOT DEPTH:	115	115		**TOTAL LOTS:**	**214**
TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.73
TYP. PAD DEPTH:	75	75		**LANDPLAN:**	12
FRONT YARD S/B:	20	20		**CREATED BY:**	ZAS
REAR YARD S/B:	20	20		**REVIEWED BY:**	RAV
SIDE YARD S/B:	5	5		**CREATED:**	07/12/24
CORNER SIDE YARD S/B:	15	15		**REVISED:**	**01/21/25**

ON-SITE IMPROVEMENT SUMMARY ITEM			SUMMARY ITEM COST	PER LOT COST	PER ACRE COST	NOTES
RIGHT-OF-WAY			**$1,200,000**	**$5,607**	**$26,516**	**11.387 Ac.**
DISTRICT CREATION			**$500,000**	**$2,336**	**$11,048**	
GRADING / SITE PREPARATION			**$1,326,839**	**$6,200**	**$29,318**	
WATER SYSTEMS			**$906,887**	**$4,238**	**$20,039**	
SANITARY SEWER			**$1,181,713**	**$5,522**	**$26,112**	
STORM DRAINS			**$1,151,978**	**$5,383**	**$25,455**	
STREET IMPROVEMENT			**$2,448,859**	**$11,443**	**$54,111**	
RETAINING WALLS			**$444,400**	**$2,077**	**$9,820**	
DRY UTILITIES			**$418,600**	**$1,956**	**$9,250**	
LANDSCAPE / HARDSCAPE			**$1,692,000**	**$7,907**	**$37,387**	
SOFT COSTS			**$1,467,416**	**$6,857**	**$32,425**	
TOTAL CONSTRUCTION COST			**$12,738,692**	**$59,527**	**$281,479**	
-	**CONTINGENCIES**	**5%**	**$551,935**	**$2,579**	**$12,196**	
TOTAL CONSTRUCTION COST W/ CONTINGENCIES			**$13,290,626**	**$62,106**	**$293,675**	

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NOTES

[1] Development cost does not include: Rock Excavation, Landscaping, Irrigation, Monumentation, or Common Area Amenities

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
GRADING / SITE PREPARATION						
	EROSION CONTROL / SWPPP					
	CONSTRUCTION ENTRANCE	EA	1	$ 2,500.00	$ 2,500.00	
	ROCK CHECK DAMS	EA	3	$ 800.00	$ 2,400.00	
	SEED DISTURBED AREAS	AC	27.9	$ 550.00	$ 15,318.81	
	INLET PROTECTION	EA	30	$ 175.00	$ 5,250.00	
	SILT FENCE (WIRE BACK)	LF	6,503	$ 1.70	$ 11,055.10	
	CURLEX EROSION CONTROL MATTING (4 FOOT)	LF	17,180	$ 1.00	$ 17,180.00	
	CURLEX EROSION CONTROL MATTING (8 FOOT)	LF	5,040	$ 2.00	$ 10,080.00	
	SWPPP INSPECTIONS	LS	1	$ 10,000.00	$ 10,000.00	
	EROSION MAINTENANCE	LOT	202	$ 85.00	$ 17,170.00	
				EROSION CONTROL SUB-TOTAL	**$ 90,953.91**	
	ROUGH GRADING					
	CLEARING & GRUBBING	AC	45	$ 2,000.00	$ 90,512.58	
	DEMOLITION	LS	1	$ 10,000.00	$ 10,000.00	
	R.O.W. GRADING (EXCAVATION)	CY	26,400	2.75	$ 72,600.00	
	MASS GRADING (EXCAVATION)	CY	164,332	2.75	$ 451,912.14	
	ROUGH LOT GRADING	LOT	202	$ 175.00	$ 35,350.00	
	6' PAD MOISTURE CONDITIONING	LOT	113	$ 2,200.00	$ 248,160.00	
	MOISTURE CONDITIONING OF STREETS	CY	62,993	$ 3.00	$ 188,980.00	
	POLY	LOT	202	$ 505.00	$ 102,010.00	+ 12 existing lots
				ROUGH GRADING SUB-TOTAL	**$ 1,199,524.72**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
FINISH GRADING						
	LOT FINISH GRADE	LOT	202	$ 180.00	$ 36,360.00	+ 12 existing lots
				FINISH GRADING SUB-TOTAL	**$ 36,360.00**	
				GRADING / SITE PREPARATION SUB-TOTAL	**$ 1,326,838.64**	

WATER SYSTEMS						
	8" P.V.C. PIPE (DR 18 C900)	LF	6,290	$ 43.00	$ 270,448.50	
	12" P.V.C. PIPE (DR 18 C900)	LF	1,010	$ 104.00	$ 105,040.00	
	8" GATE VALVE & BOX	EA	42	$ 2,500.00	$ 105,000.00	
	12" GATE VALVE & BOX	EA	6	$ 4,605.00	$ 27,630.00	
	CONNECT TO EXIST. LINE	EA	9	$ 2,500.00	$ 22,500.00	
	FIRE HYDRANT ASSEMBLY	EA	18	$ 7,500.00	$ 135,000.00	
	1" SINGLE WATER SERVICE	EA	202	$ 900.00	$ 181,800.00	+ 12 existing services
	1" IRRIGATION SERVICE	EA	11	$ 1,020.00	$ 11,220.00	
	4" CONDUIT (SCH 40) AT INTERSECTIONS	LF	1,500	$ 20.00	$ 30,000.00	
	TRENCH SAFETY	LF	7,300	$ 1.00	$ 7,299.50	
	TESTING (EXCLUDING GEOTECH)	LF	7,300	$ 1.50	$ 10,949.25	
				WATER SUB-TOTAL	**$ 906,887.25**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SANITARY SEWER SYSTEM					
8" P.V.C. PIPE SDR 26	LF	8,073	$ 45.00	$ 363,262.50	
4" SERVICE LINES	EA	202	$ 1,300.00	$ 262,600.00	+ 12 existing services
4' DIAMETER M.H.	EA	8	$ 9,000.00	$ 72,000.00	
5' DIAMETER M.H.	EA	28	$ 14,905.00	$ 417,340.00	
CONNECT TO EXIST. LINE	EA	5	$ 3,155.00	$ 15,775.00	
WATER CROSSING PER TCEQ REQUIREMENTS	EA	14	$ 1,750.00	$ 24,500.00	
TRENCH SAFETY	LF	8,073	$ 1.00	$ 8,072.50	
TESTING (EXCLUDING GEOTECH)	LF	8,073	$ 1.00	$ 8,072.50	
ADDITIONAL TESTING AFTER DRY UTILITY INSTALL	LF	8,073	$ 1.25	$ 10,090.63	
			SEWER SUB-TOTAL	**$ 1,181,713.13**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DRAINAGE SYSTEM					
STORM DRAIN SYSTEM					
18" R.C.P.	LF	1,400	$ 70.00	$ 98,000.00	
24" R.C.P.	LF	350	$ 85.00	$ 29,750.00	
30" R.C.P.	LF	900	$ 110.00	$ 99,000.00	
42" R.C.P.	LF	500	$ 170.00	$ 85,000.00	
48" R.C.P.	LF	750	$ 230.00	$ 172,500.00	
54" R.C.P.	LF	50	$ 250.00	$ 12,500.00	
60" R.C.P.	LF	300	$ 318.00	$ 95,400.00	
10' INLET	EA	30	$ 6,750.00	$ 202,500.00	
STORM SEWER M.H. (4 FOOT)	EA	4	$ 5,870.00	$ 23,480.00	
STORM SEWER M.H. (5 FOOT)	EA	4	$ 7,225.00	$ 28,900.00	
STORM SEWER M.H. (6 FOOT)	EA	4	$ 8,790.00	$ 35,160.00	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	**LOT COUNT:**	169	45		**GROSS ACREAGE:**	57.9
PHASE: 2	**TYP. LOT WIDTH:**	50	60		**NET ACREAGE:**	45.3
CITY OR TOWN: Celina	**TYP. LOT DEPTH:**	115	115		**TOTAL LOTS:**	**202**
	TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.46
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	75	75		**LANDPLAN:**	12
	:	20	20		**CREATED BY:**	ZAS
	:	20	20		**REVIEWED BY:**	RAV
	:	5	5		**CREATED:**	07/12/24
	:	15	15		**REVISED:**	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
	STORM SEWER M.H. (7 FOOT)	EA	2	$ 9,800.00	$ 19,600.00	
	LARGE DEBRIS SEPARATOR	EA	4	$ 20,000.00	$ 80,000.00	
	INLET DEBRIS SEPARATOR	EA	5	$ 10,000.00	$ 50,000.00	
	CONNECT TO EXIST. LINE	EA	3	$ 1,000.00	$ 3,000.00	
	24" HEADWALL	EA	3	$ 3,000.00	$ 9,000.00	
	30" HEADWALL	EA	1	$ 8,000.00	$ 8,000.00	
	60" HEADWALL	EA	2	$ 15,000.00	$ 30,000.00	
	FLEXAMAT	SY	500	$ 100.00	$ 50,000.00	
	STORM DRAIN T.V. INSPECTION	LF	4,250	$ 1.50	$ 6,375.00	
	TRENCH SAFETY	LF	4,250	$ 1.00	$ 4,250.00	
	TESTING (EXCLUDING GEOTECH)	LF	4,250	$ 2.25	$ 9,562.50	
				STORM DRAIN SYSTEM SUB-TOTAL	**$ 1,151,977.50**	
				DRAINAGE SUB-TOTAL	**$ 1,151,977.50**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	**LOT COUNT:**	169	45		**GROSS ACREAGE:**	57.9
PHASE: 2	**TYP. LOT WIDTH:**	50	60		**NET ACREAGE:**	45.3
CITY OR TOWN: Celina	**TYP. LOT DEPTH:**	115	115		**TOTAL LOTS:**	**202**
	TYP. PAD WIDTH:	40	50		**TOTAL DENSITY:**	4.46
BARRAZA CONSULTING GROUP, LLC PLANNING • ENGINEERING • SURVEYING	:	75	75		**LANDPLAN:**	12
	:	20	20		**CREATED BY:**	ZAS
	:	20	20		**REVIEWED BY:**	RAV
	:	5	5		**CREATED:**	07/12/24
	:	15	15		**REVISED:**	**01/21/25**

	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
STREET IMPROVEMENT						
	STREET PAVING					
	8" REINF. CONC. PAVEMENT, 29' B-B	SY	27,679	$ 52.00	$ 1,439,308.00	
	7" LIME SUBGRADE	SY	31,497	$ 3.50	$ 110,239.50	
	HYDRATED LIME MATERIAL (54#SY)	TON	860	$ 290.00	$ 249,400.00	
	PARVIN ASPHALT CONNECTION	LS	1	$ 45,000.00	$ 45,000.00	
	ENTRY WELCOME MAT	LS	1	$ 50,000.00	$ 50,000.00	
	CONNECT TO EXISTING PAVEMENT HEADER	EA	8	$ 1,000.00	$ 8,000.00	
				STREET PAVING SUB-TOTAL	**$ 1,901,947.50**	
	SIDEWALK					
	5' CONCRETE SIDEWALK	SY	747	$ 66.00	$ 49,280.00	
	6' CONCRETE SIDEWALK	SY	935	$ 66.00	$ 61,677.00	
	10' CONCRETE TRAIL	SY	4,081	$ 70.00	$ 285,654.44	
	BARRIER FREE RAMPS	EA	48	$ 2,300.00	$ 110,400.00	
				SIDEWALK SUB-TOTAL	**$ 507,011.44**	
	SIGNAGE & STRIPING					
	STREET SIGNS, COMBO W/STOP (W/ POSTS)	EA	14	$ 2,850.00	$ 39,900.00	
				SIGNAGE & STRIPING SUB-TOTAL	**$ 39,900.00**	
				STREET IMPROVEMENT SUB-TOTAL	**$ 2,448,858.94**	

RETAINING WALL IMPROVEMENTS						
				RETAINING SUB-TOTAL	**$ 444,400.00**	$2200/lot

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

BARRAZA CONSULTING GROUP, LLC
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	ITEM DESCRIPTION	UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
DRY UTILITIES						
	ELECTRIC and GAS SERVICES	LOT	202	$ 1,800.00	$ 363,600.00	+ 12 existing lots
	STREET LIGHTS	EA	22	$ 2,500.00	$ 55,000.00	
				DRY UTILITIES SUB-TOTAL	**$ 418,600.00**	
LANDSCAPE / HARDSCAPE						
	ENTRY MONUMENTS					
	ENTRY MONUMENT	EA	1	$ 40,000.00	$ 40,000	
	SCREENING WALL	LF	1,000	$ 100.00	$ 100,000	
	LANDSCAPING	LF	7,760	$ 100.00	$ 776,000	
	IRRIGATION	LF	7,760	$ 100.00	$ 776,000	
				LANDSCAPE / HARDSCAPE SUB-TOTAL	**$ 1,692,000**	

		LOT (1)	LOT (2)	LOT (3)		
COMMUNITY NAME: Sutton Fields East	LOT COUNT:	169	45		GROSS ACREAGE:	57.9
PHASE: 2	TYP. LOT WIDTH:	50	60		NET ACREAGE:	45.3
CITY OR TOWN: Celina	TYP. LOT DEPTH:	115	115		TOTAL LOTS:	**202**
	TYP. PAD WIDTH:	40	50		TOTAL DENSITY:	4.46
	:	75	75		LANDPLAN:	12
	:	20	20		CREATED BY:	ZAS
	:	20	20		REVIEWED BY:	RAV
	CONSULTING GROUP, LLC:	5	5		CREATED:	07/12/24
	:	15	15		REVISED:	**01/21/25**

BARRAZA
CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

ITEM DESCRIPTION		UNITS	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT	NOTES
SOFT COSTS						
	ENGINEERING & SURVEYING	LOT	202	$ 2,205.00	$ 445,410.00	+ 12 existing lots
	CONSTRUCTION ADMINISTRATION	%	1%	$ 7,016,275.46	$ 70,162.75	
	DOWNSTREAM ASSESSMENT	LS	1	$ 20,000.00	$ 20,000.00	
	MSUD INSPECTION	%	3%	$ 2,088,600.38	$ 62,658.01	3% of Water and Sewer
	CONSTRUCTION MANAGEMENT	LOT	202	$ 1,200.00	$ 242,400.00	+ 12 existing lots
	CITY FEES - FINAL PLATTING	LOT	202	$ 500 + $12 PER LOT	$ 2,924.00	City of Celina Fees
	CITY FEES - PLAN REVIEW	LOT	202	$ 180.00	$ 36,360.00	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%	$ 4,927,675.08	$ 172,468.63	3.5% of Paving and Utilities
	CITY FEES - GRADING PERMIT	AC	54	$ 1,000 + $20 PER AC	$ 2,157.20	City of Celina Fees
	CLUSTER MAILBOX UNITS	EA	13	$ 16,000.00	$ 202,000.00	
	GEOTECHNICAL INVESTIGATION	LOT	202	$ 200.00	$ 40,400.00	
	MATERIAL TESTING	%	2%	$ 7,016,275.46	$ 140,325.51	
	LANDSCAPE ARCHITECT FEES	LS	1	$ 30,000.00	$ 30,000.00	
				ENGINEERING & CONSULTING SUB-TOTAL	**$ 1,467,416.10**	

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.

APPENDIX C
LEGAL DESCRIPTIONS

PROPERTY METES AND BOUNDS DESCRIPTION

Phase #1

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to Jo Lynn Carey Ninemire, Laura Jean Carey Ninemire, and Mark Carlton Carey recorded in Document No. 2014-16824, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found in the approximate center of Parvin Road (undedicated public road), said nail being an ell corner of a line described in Boundary Line Agreement recorded in Instrument No. 2005-122140, RPRDCT, from which a 3/8-inch iron rod found bears North 89º11’44” West, a distance of 1163.46 feet;

THENCE North 00º41’45” East, with a line described in said Boundary Line Agreement, as located on a west line of said Carey tract, a distance of 2985.21 feet to a 1/2-inch iron rod found for corner;

THENCE North 89º13’31” East, with a line described in said Boundary Line Agreement, as located on the most northerly line of said Carey tract, a distance of 527.69 feet to a capped 5/8-inch iron rod found for corner;

THENCE North 89º13’50” East, with the most northerly line of said Carey tract, and the south line of that certain tract of land described in deed to Smiley Road, Ltd. recorded in Instrument No. 2006-2064, RPRDCT, a distance of 998.50 feet to a 1/2-inch iron rod found for corner at the most northerly northeast corner of said Carey tract, and the northwest corner of that certain tract of land described as First Tract in deed to Brice Jackson, Bobby C. Jackson, and Nolan P. Jackson recorded in Volume 4910, Page 2975 (Document No. 2001-R0089934), RPRDCT;

THENCE South 00º26’26” East, with the most northerly east line of said Carey tract and the west line of said Jackson tract, passing at a called distance of 3155.56 feet an interior ell corner of said Carey tract, continuing in all, a total distance of 3181.36 feet to a 3/8-inch iron rod found for corner in said approximate center of Parvin Road;

THENCE North 89º16’58” West, over and across said Carey tract, and with the approximate center of Parvin Road, a distance of 505.81 feet to a point for corner at the beginning of a tangent curve to the right;

THENCE northwesterly, continuing over and across said Carey tract, and said approximate center of Parvin Road, and with said curve having a central angle of 33º01’00”, a radius of 350.00 feet, a chord which bears North 72º46’28” West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a point for corner;

THENCE North 56º15’58” West, continuing over and across said Carey tract, and said approximate center of Parvin Road, passing at a distance of 38.18 feet a PK nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT (Save and Excepted as Tract 2 in said Carey deed recorded in Document No. 2014-16824, RPRDCT), continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a point for corner;

THENCE North 89º11’44” West, continuing with said approximate center of Parvin Road, and with said northerly line of the Mark Carey and Cathi Carey tract, passing at a distance of 181.00 feet a PK nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land Save and Excepted as Tract 1 in said Carey deed recorded in Document No. 2014-16824, RPRDCT, passing the called northwest corner of said Tract 1 at a distance of 456.77 feet, continuing with said approximate center of Parvin Road, in all, a total distance of 741.18 feet to the POINT OF BEGINNING, containing an area of 109.926 acres of land.

PROPERTY METES AND BOUNDS DESCRIPTION

Phase #2

DESCRIPTION - 57.861 ACRES

BEING that certain tract of land situated in the Jacob Rue Survey, Abstract No. 1109, and the Hiram Rue Survey, Abstract No. 1111, in Denton County, Texas, and being part of that certain tract of land described in deed to MM Sutton Fields East, LLC recorded in Document No. 2021-192973, of the Real Property Records of Denton County, Texas (RPRDCT), and being more particularly described as follows:

BEGINNING at a 60D nail in asphalt found at the southeast corner of a variable width right-of-way dedication for Parvin Road according to Final Plat of Sutton Fields Phase 3D, an addition to the City of Celina, Texas recorded in Document No. 2022-44, of the Plat Records of Denton County, Texas (PRDCT), and being the southwest corner of said MM Sutton Fields East, LLC tract, from which a 3/8-inch iron rod found at the southwest corner of said Parvin Road dedication bears North 89°11'44" West, a distance of 1163.46 feet;

THENCE North 00º41'45" East, with the west line of the MM Sutton Fields East, LLC tract, and the east line of said Sutton Fields Phase 3D, passing at a distance of 656.85 feet a 5/8-inch iron rod with cap stamped "PETITT RPLS 4087" found at the southeast corner of Sutton Fields Phase 2B, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2019-402, PRDCT, continuing in all, a total distance of 1522.10 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found at the **POINT OF BEGINNING**, said iron rod being the southwest corner of Sutton Fields East Phase 1, an addition to the City of Celina, Texas according to Final Plat recorded in Document No. 2024-269, PRDCT;

THENCE North 89º54'54" East, with the south line of said Sutton Fields East Phase 1, a distance of 1555.21 feet to a 5/8-inch iron rod with cap stamped "BCG 10194538" found for corner at the southeast corner of said Sutton Fields East Phase 1, and being located in the west line of that certain called 101.60 acre tract of land described in deed to MM Celina Parvin 101, LLC recorded in Document No. 2023-32350, RPRDCT;

THENCE South 00º26'26" East, with the east line of said MM Sutton Fields, LLC tract, and the west line of said MM Celina Parvin 101, LLC tract, a distance of 1700.08 feet to a 3/8-inch iron rod found for corner at the southeast corner of the MM Sutton Fields, LLC tract, and the southwest corner of the MM Celina Parvin 101, LLC tract, and also being located in the approximate center of Parvin Road (undedicated public road at this point);

THENCE with said approximate center of Parvin Road, and southerly line of the MM Sutton Fields East, LLC tract, the following courses:

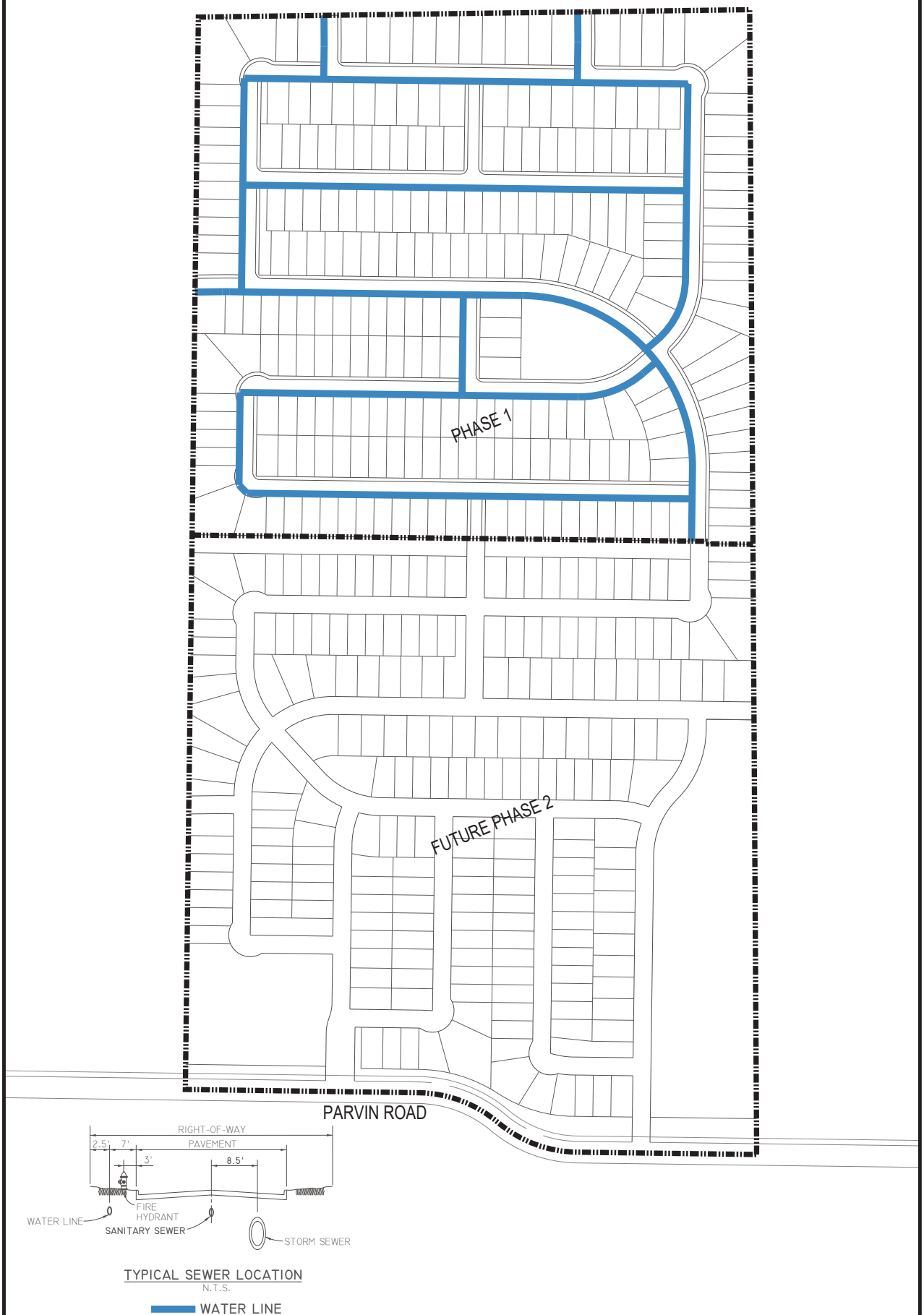
North 89º16'58" West, a distance of 505.81 feet to a "mag" nail found for corner at the beginning of a tangent curve to the right;

Northwesterly, and with said curve having a central angle of 33º01'00", a radius of 350.00 feet, a chord which bears North 72º46'28" West, a chord distance of 198.91 feet, and an arc distance of 201.69 feet to the end of said curve, a "mag" nail found for corner;

North 56º15'58" West, passing at a distance of 38.18 feet a "PK" nail found at the northeast corner of that certain tract of land described in deed to Mark Carey and Cathi Carey recorded in Document No. 2007-985, RPRDCT, and described as Save and Except Tract 2 in deed recorded in Document No. 2014-16824, RPRDCT, continuing with the northerly line of said Mark Carey and Cathi Carey tract, in all, a total distance of 180.24 feet to a 1/2-inch iron rod (bent) found for corner;

And North 89º11'44" West, passing at a distance of 181.00 feet a "PK" nail found at the northwest corner of said Mark Carey and Cathi Carey tract, and the northeast corner of that certain tract of land described in deed to Sammy Jean Carey and John C. Carey recorded in Volume 2336, Page 541, RPRDCT, and described as Save and Except Tract 1 in said deed recorded in Document No. 2014-16824, RPRDCT, continuing in all, a total distance of 741.18 feet to the **POINT OF BEGINNING**, containing an area of 57.861 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

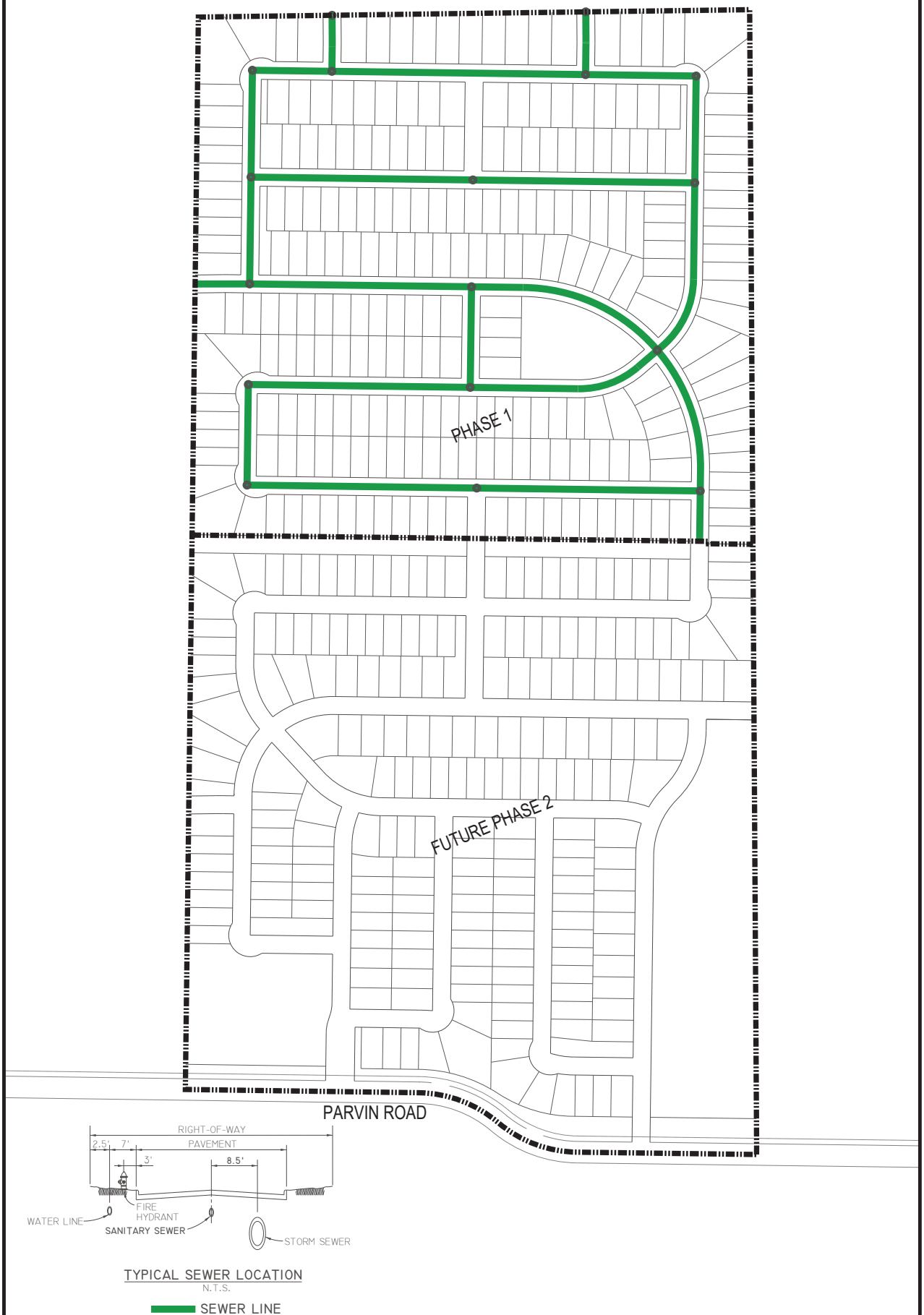


PHASE 1 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Water 09242021.dwg Sep 24,2021 - 1:22 pm chancock



TYPICAL SEWER LOCATION
N.T.S.

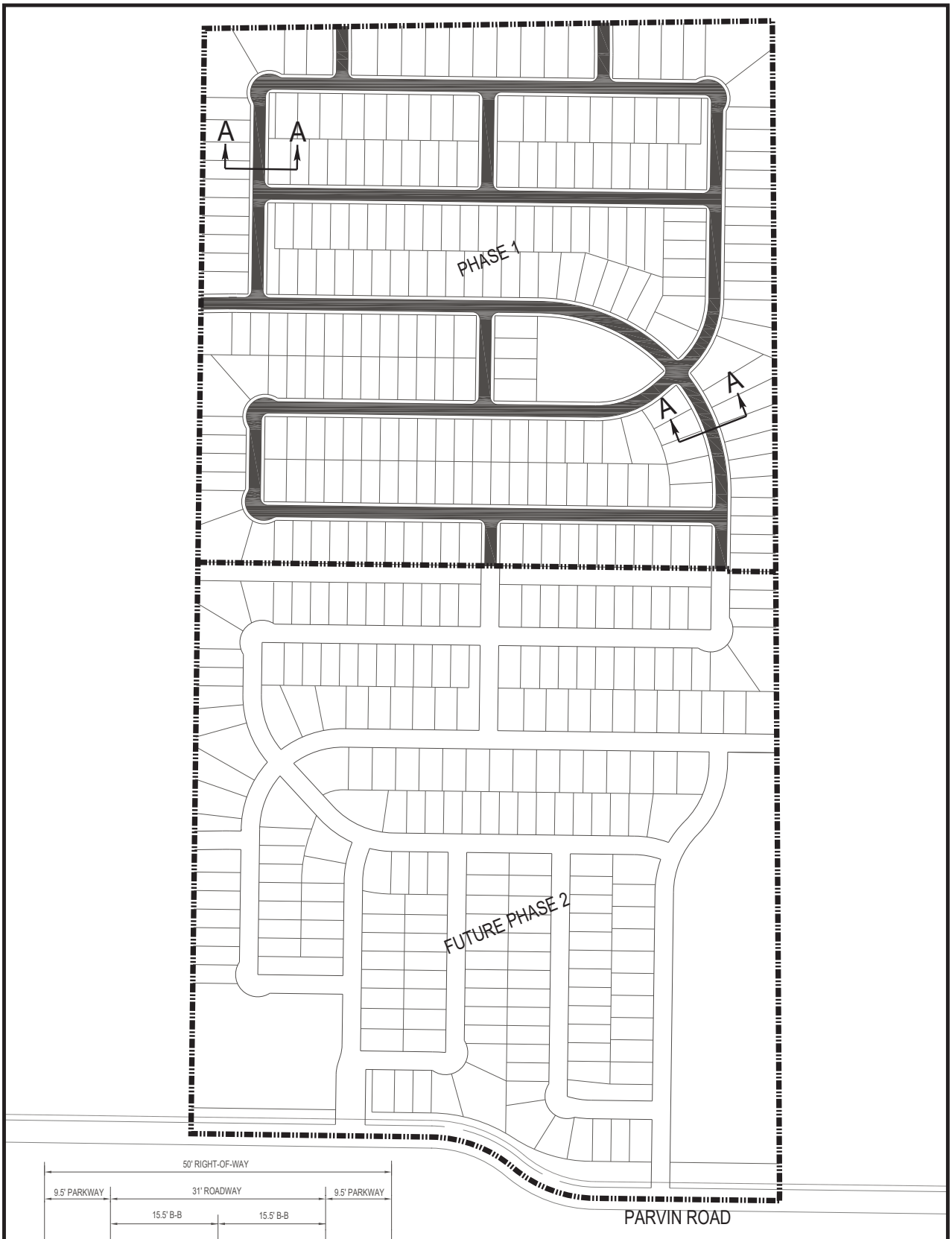
SEWER LINE

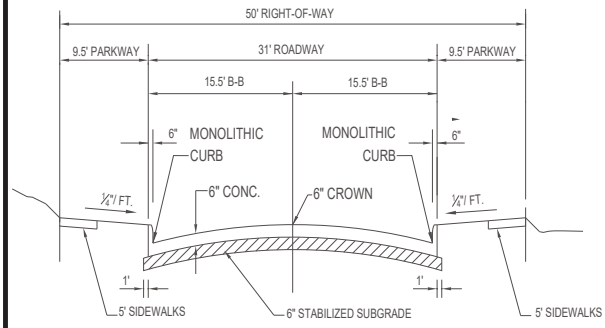
PHASE 1 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-06Sutton Fields East PID Ph1 Sewer 09242021.dwg Sep 24,2021 - 1:23 pm chancock





TYPICAL 31' A-A ROADWAY PAVING SECTION

SCALE: NTS

PHASE 1 ROADWAY IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC

SCALE: 1"=250'
DATE: SEPT. 2021

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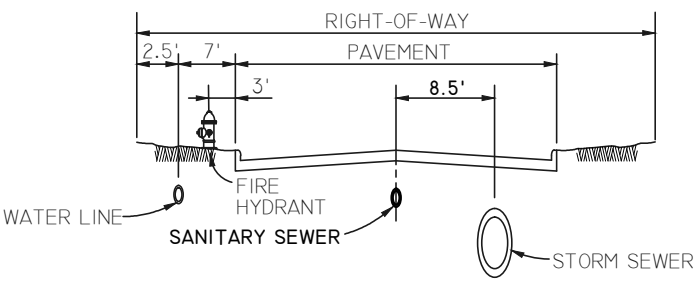
EXISTING PHASE 1

IMPROVEMENTS BUILT WITH LILY CREEK DEVELOPMENT

PHASE 2

IMPROVEMENTS BUILT WITH LILY CREEK DEVELOPMENT

PARVIN ROAD



TYPICAL SEWER LOCATION
N.T.S.

WATER LINE

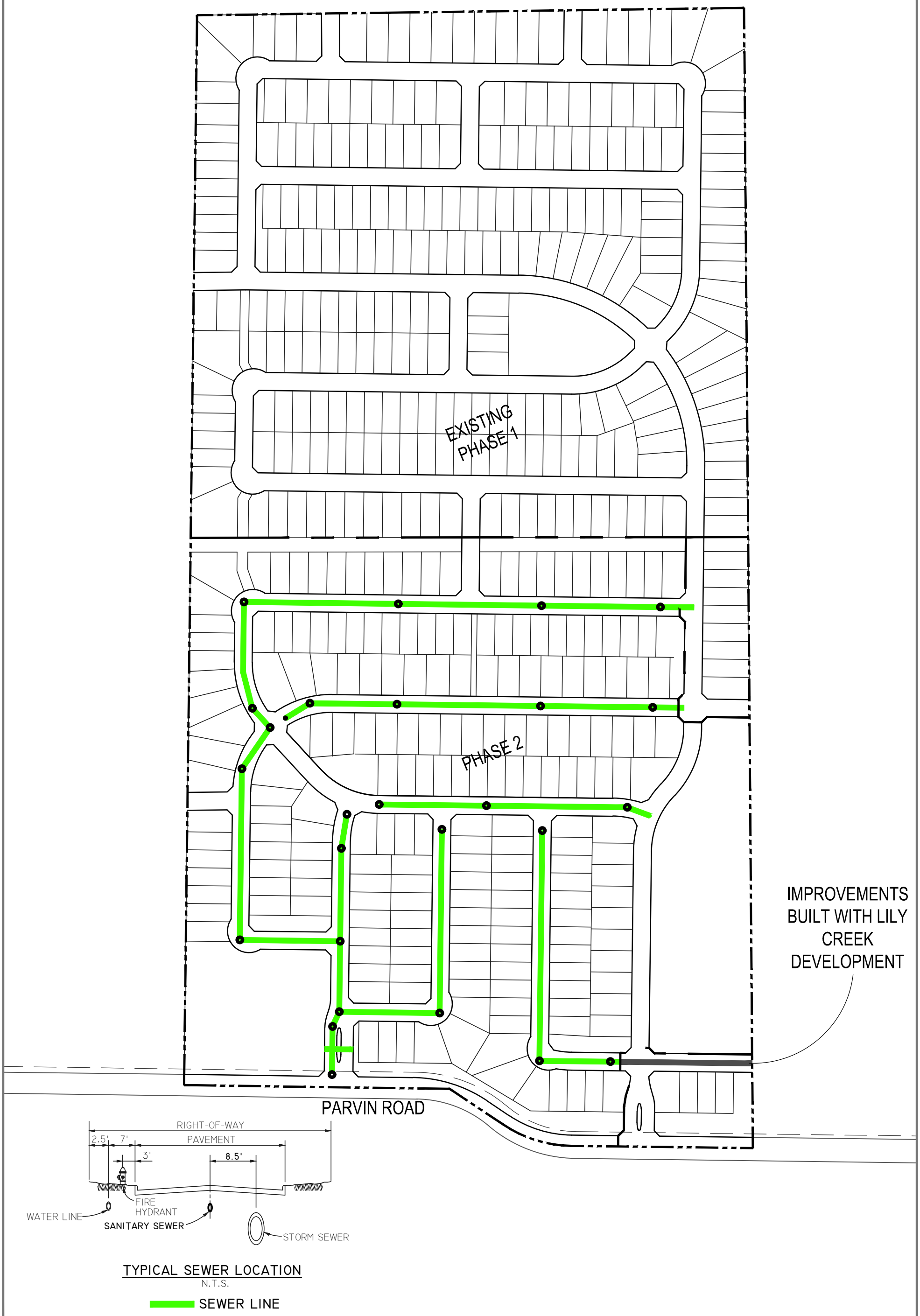
PHASE 2 WATER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: FEB. 2025

CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-12 Sutton Fields East PID 2025.02.03.dwg Feb 03,2025 - 2:04 pm eskees



TYPICAL SEWER LOCATION
N.T.S.

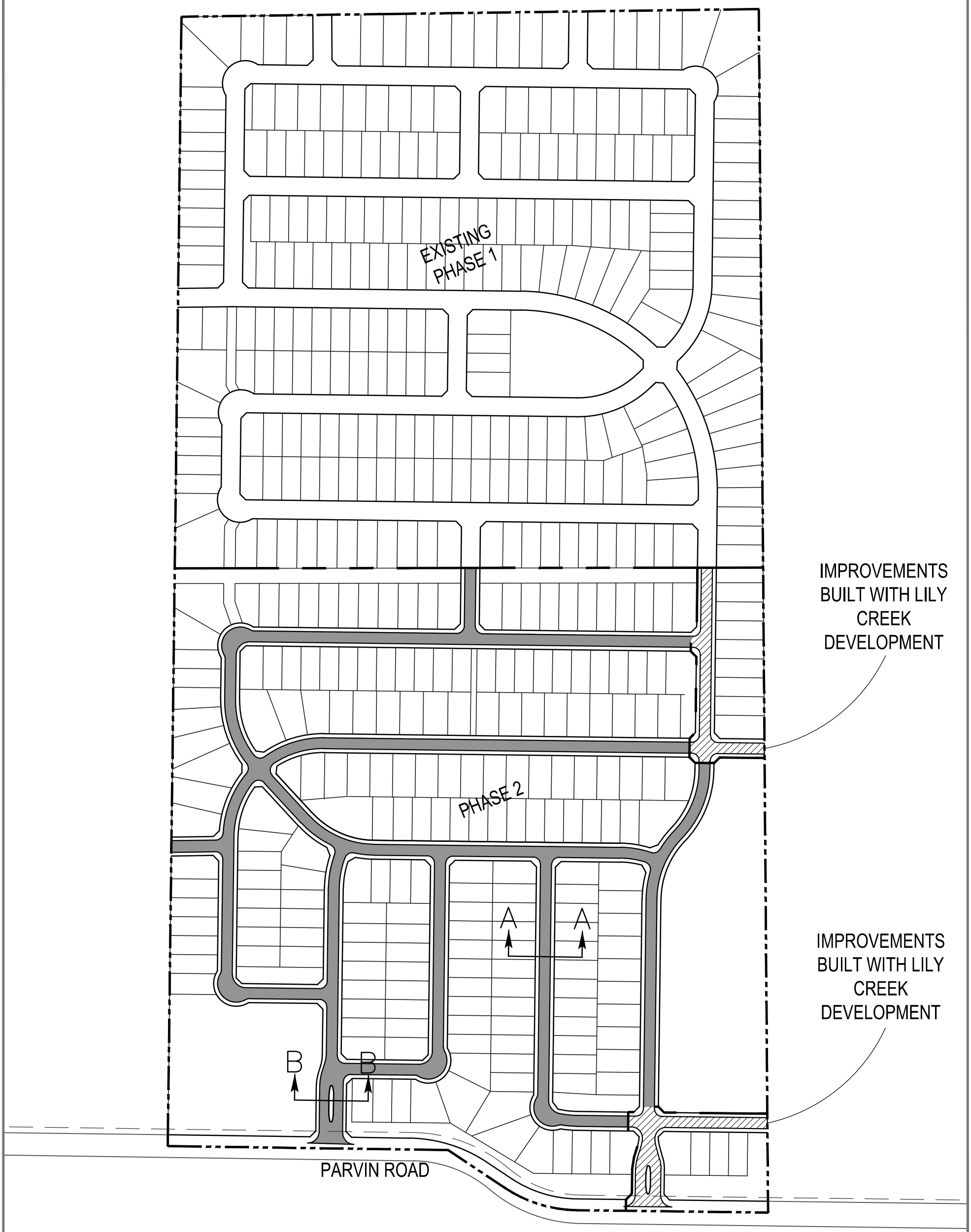
SEWER LINE

PHASE 2 SEWER IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: FEB. 2025

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-12 Sutton Fields East PID 2025.02.03.dwg Feb 03,2025 - 1:43 pm eskees



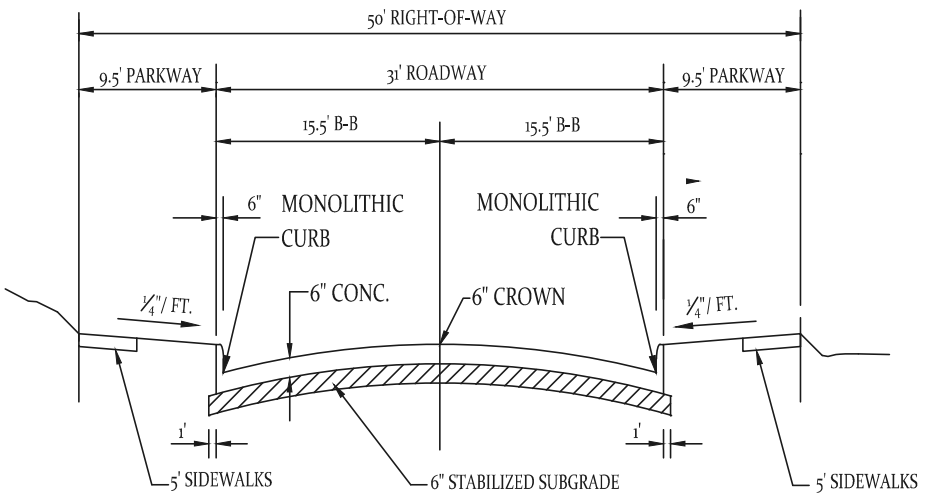
PHASE 2 ROAD IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

SCALE: 1"=250'
DATE: FEB. 2025

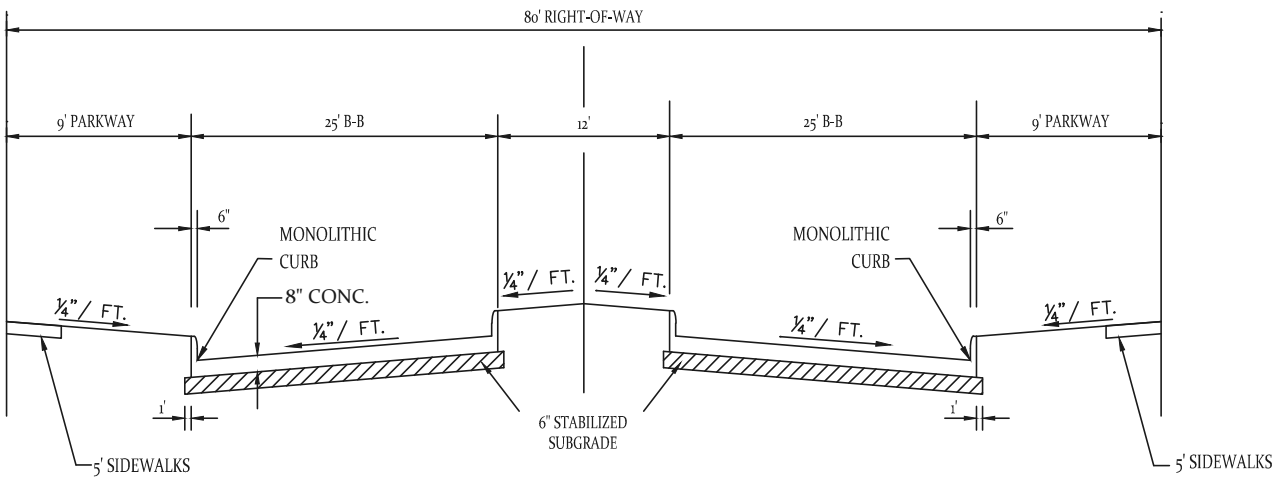
CENTURION AMERICAN

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-12 Sutton Fields East PID 2025.02.03.dwg Feb 03,2025 - 1:44 pm eskees



TYPICAL 31' A–A ROADWAY PAVING SECTION

SCALE: NTS



SECTION B–B
DIVIDED ROADWAY PAVING SECTION
SUBDIVISION ENTRANCE

SCALE: NTS

S:\2019\2019011-00 Sutton Fields East - Careys Tract\06-CAD\04-EXHIBITS\201908-12 Sutton Fields East PID 2025.02.03.dwg Feb 03,2025 - 1:45 pm eskees

BARRAZA CONSULTING GROUP, LLC
PLANNING • ENGINEERING • SURVEYING

PHASE 2 ROAD IMPROVEMENTS
SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT
CELINA ETJ, DENTON COUNTY, TEXAS

SCALE: 1"=250'
DATE: FEB. 2025

CENTURION AMERICAN

APPENDIX E
PID ASSESSMENT NOTICE

AFTER RECORDING RETURN TO:

_____
_____
_____
_____
_____][1]

NOTICE OF OBLIGATION TO PAY IMPROVEMENT DISTRICT ASSESSMENT TO
CITY OF CELINA, TEXAS
CONCERNING THE FOLLOWING PROPERTY

_____
STREET ADDRESS

LOT TYPE _____ PRINCIPAL ASSESSMENT: $_____

As the purchaser of the real property described above, you are obligated to pay assessments to the City of Celina, Texas (the "City"), for the costs of a portion of a public improvement or services project (the "Authorized Improvements") undertaken for the benefit of the property within ***Sutton Fields East Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF DENTON §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Denton County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Phase #1 Assessed Property and Phase #2 Assessed Property has been classified in one of two Lot Types.

"Lot Type 1" means lots identified as such on the Phase #1 Assessment Roll or Phase #2 Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by the development standards shown in the Development Agreement.

"Lot Type 2" means lots identified as such on the Phase #1 Assessment Roll or Phase #2 Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by the development standards shown in the Development Agreement.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1.1
Proposed Development within the PID - Original

Description	Proposed Development	
Single-Family - 60 Ft	87	Units
Single-Family - 50 Ft	363	Units
Total	**450**	**Units**

The following table shows the proposed residential units revised in 2025 to be developed within the PID.

Table F-1.2
Proposed Development within the PID – 2025 Revised

Description	Proposed Development	
Single-Family - 60 Ft	89	Units
Single-Family - 50 Ft	371	Units
Total	**460**	**Units**

Table F-2.1 below shows the proposed residential units within Phase #1.

Table F-2.1
Proposed Development – Phase #1

Description	Proposed Development	
Single-Family - 60 Ft	42	Units
Single-Family - 50 Ft	203	Units
Total	**245**	**Units**

Table F-2.2 below shows the actual residential units within Phase #1.

Table F-2.2
Actual Development – Phase #1 – Revised 2025

Description	Proposed Development	
Single-Family - 60 Ft	44	Units
Single-Family - 50 Ft	202	Units
Total	**246**	**Units**

Table F-3 below shows the proposed residential units within Phase #2.

Table F-3
Proposed Development – Phase #2

Description	Proposed Development	
Single-Family - 60 Ft	45	Units
Single-Family - 50 Ft	169	Units
Total	**214**	**Units**

B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Improvements and Phase #2 Improvements to be financed with the Phase #1 Bonds and Phase #2 Bonds and the Phase #1 Reimbursement Agreement and Phase #2 Reimbursement Agreement, respectively, shall be allocated to the Phase #1 Assessed Property and Phase #2 Assessed Property by spreading the entire Assessment across the Parcels within Phase #1 and Phase #2, accordingly, based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property and Phase #2 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 2 (50 Ft Lot) representing the lowest value for residential lots are set forth in Table F-4. Assessments are allocated to each Lot Type on the basis of the average home value for each class of lots. This is accomplished by giving each Lot Type an Equivalent Unit factor. Equivalent Units are the ratio

of the average value of lots within each assessment class, setting the Equivalent Unit factor for Lot Type 1 (60 Ft Lots) to 1.0.

Table F-4
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor
Lot Type 1 (60 Ft)	$378,000	1.00 per dwelling unit
Lot Type 2 (50 Ft)	$315,000	0.83 per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-5.1 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-5.1
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	42	1.00	42.00
Lot Type 2 (50 Ft)	203	0.83	169.17
Total Equivalent Units	**245**		**211.17**

The total estimated Equivalent Units for Phase #1 are shown in Table F-5.2 below as calculated based on the Equivalent Unit factors shown above, Lot Types and number of units built within Phase #1.

Table F-5.2
Estimated Equivalent Units - Phase #1 – Revised 2025

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	44	1.00	44.00
Lot Type 2 (50 Ft)	202	0.83	168.33
Total Equivalent Units	**246**		**212.33**

The total estimated Equivalent Units for Phase #2 are shown in Table F-6 below as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #2.

Table F-6
Estimated Equivalent Units - Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	45	1.00	45.00
Lot Type 2 (50 Ft)	169	0.83	140.83
Total Equivalent Units	**214**		**185.83**

C) Allocation of Assessments to Lots within Phase #1 - Original

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and the amount due under the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,160,000. As shown in Table F-5.1, there are a total of 211.17 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $43,378.06.

The Assessment per dwelling unit or acre is calculated as the product of (i) $43,378.06 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $43,378.06 (i.e. $43,378.06 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $36,148.38 (i.e. $43,378.06 x 0.83). Table F-7 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-7
Assessment Per Unit – Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 1 (60 Ft)	42	$43,378.06	1.00	$43,378.06	per dwelling unit	$1,821,878
Lot Type 2 (50 Ft)	203	$43,378.06	0.83	$36,148.38	per dwelling unit	$7,338,122
Total	**245**					**$9,160,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-8 below.

Table F-8
Projected Leverage – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	42	$84,750	$378,000	$43,378.06	1.95	8.71
Lot Type 2 (50 Ft)	203	$70,000	$315,000	$36,148.38	1.94	8.71

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-9 below.

Table F-9
Estimated Tax Rate Equivalent per unit – Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	42	$84,750	$378,000	$3,031	$3.58	$0.80
Lot Type 2 (50 Ft)	203	$70,000	$315,000	$2,526	$3.61	$0.80

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

D) Allocation of Assessments to Lots within Phase #1 – Revised 2025

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Bonds and amount due under the Phase #1 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $9,160,000. As shown in Table F-5.2, there are a total of 212.33 estimated Equivalent Units in Phase #1, resulting in a revised Assessment per Equivalent Unit of $43,139.72.

The Assessment per dwelling unit or acre is calculated as the product of (i) $43,139.72 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $43,139.72 (i.e. $43,139.72 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $35,949.76 (i.e. $43,139.72 x 0.83). Table F-10 below sets forth the revised Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-10
Assessment Per Unit – Phase #1 – Revised 2025

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft)	44	$43,139.72	1.00	$43,139.72 per dwelling unit	$1,898,148
Lot Type 2 (50 Ft)	202	$43,139.72	0.83	$35,949.76 per dwelling unit	$7,261,852
Total	**246**				**$9,160,000**

The revised projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-11 below.

Table F-11
Projected Leverage – Phase #1 – Revised 2025

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	44	$84,750	$675,000	$43,139.72	1.96	15.65
Lot Type 2 (50 Ft)	202	$70,000	$575,000	$35,949.76	1.95	15.99

The revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-12 below.

Table F-12
Estimated Tax Rate Equivalent per unit – Phase #1 – Revised 2025

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)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	44	$84,750	$378,000	$3,015	$3.58	$0.79754
Lot Type 2 (50 Ft)	202	$70,000	$315,000	$2,512	$3.61	$0.80194

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

E) Allocation of Assessments to Lots within Phase #2

According to the Developer, the average home prices in Phase #2 have substantially increased as compared to Phase #1. This increase in average home prices for Phase #2 is disproportional between the different Lot Types as compared with Phase #1. As a result, new Equivalent Unit factors applicable only to Phase #2 are calculated as shown in Table F-13.

Table F-13
Estimated Equivalent Units - Phase #2

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft)	$675,000	1.00	per dwelling unit
Lot Type 2 (50 Ft)	$575,000	0.85	per dwelling unit

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Bonds and the amount due under the Phase #2 Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #2, is $11,927,538. As shown in Table F-14, there are a total of 188.96 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $63,121.04.

The Assessment per dwelling unit or acre is calculated as the product of (i) $63,121.04 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (60 Ft Lot) dwelling unit is $63,121.04 (i.e. $63,121.04 x 1.00). The Assessment for a Lot Type 2 (50 Ft Lot) dwelling unit is $53,769.77 (i.e. $63,121.04 x 0.83). Table F-15 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

Table F-14
Estimated Equivalent Units - Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (60 Ft)	45	1.00	45.00
Lot Type 2 (50 Ft)	169	0.85	143.96
Total Equivalent Units	**214**		**188.96**

Table F-15
Assessment Per Unit – Phase #2

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit	Total Assessments
Lot Type 1 (60 Ft)	45	$63,121.04	1.00	$63,121.04 per dwelling unit	$2,840,447
Lot Type 2 (50 Ft)	169	$63,121.04	0.85	$53,769.77 per dwelling unit	$9,087,091
Total	**214**				**$11,927,538**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-16.

Table F-16
Projected Leverage – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Assessment per Unit[1]	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (60 Ft)	45	$120,000	$675,000	$63,121	1.90	10.69
Lot Type 2 (50 Ft)	169	$100,000	$575,000	$53,770	1.86	10.69

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-17.

Table F-17
Estimated Tax Rate Equivalent per unit – Phase #2

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (60 Ft)	45	$120,000	$675,000	$5,272	$4.39	$0.78
Lot Type 2 (50 Ft)	169	$100,000	$575,000	$4,491	$4.49	$0.78

[1]Tax Rate Equivalent does not include any TIRZ Annual Credit Amount.

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 and the PID Act.

APPENDIX G
PHASE #1 ASSESSMENT ROLL

Appendix G-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Equivalent Units	**212.33**
Assessment	**$9,160,000**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$178,082	$0	$0	$0	$0	($178,082)	$0
9/30/23	$0	$317,374	$19,000	$48,510	$45,900	$40,300	($317,374)	$153,710
9/30/24	$168,000	$317,374	$20,000	$47,672	$41,700	$25,772	$0	$620,518
9/30/25	$173,000	$311,914	$21,000	$44,736	$47,754	$19,584	$0	$617,988
9/30/26	$179,000	$306,291	$22,000	$45,864	$48,709	$38,595	$0	$640,460
9/30/27	$184,000	$300,474	$23,000	$44,894	$49,684	$37,700	$0	$639,751
9/30/28	$190,000	$294,494	$24,000	$43,880	$50,677	$36,780	$0	$639,831
9/30/29	$197,000	$287,606	$25,000	$42,821	$51,691	$35,830	$0	$639,948
9/30/30	$204,000	$280,465	$26,000	$41,719	$52,725	$34,845	$0	$639,753
9/30/31	$211,000	$273,070	$28,000	$40,572	$53,779	$33,825	$0	$640,246
9/30/32	$219,000	$265,421	$29,000	$39,337	$54,855	$32,770	$0	$640,383
9/30/33	$227,000	$257,483	$30,000	$38,058	$55,952	$31,675	$0	$640,168
9/30/34	$236,000	$248,403	$31,000	$36,735	$57,071	$30,540	$0	$639,749
9/30/35	$246,000	$238,963	$33,000	$35,368	$58,212	$29,360	$0	$640,903
9/30/36	$256,000	$229,123	$34,000	$33,913	$59,377	$28,130	$0	$640,542
9/30/37	$266,000	$218,883	$36,000	$32,414	$60,564	$26,850	$0	$640,710
9/30/38	$277,000	$208,243	$37,000	$30,826	$61,775	$25,520	$0	$640,364
9/30/39	$288,000	$197,163	$39,000	$29,194	$63,011	$24,135	$0	$640,503
9/30/40	$299,000	$185,643	$41,000	$27,474	$64,271	$22,695	$0	$640,083
9/30/41	$312,000	$173,683	$42,000	$25,666	$65,557	$21,200	$0	$640,105
9/30/42	$324,000	$161,203	$44,000	$23,814	$66,868	$19,640	$0	$639,524
9/30/43	$338,000	$148,243	$46,000	$21,874	$68,205	$18,020	$0	$640,341
9/30/44	$351,000	$134,723	$48,000	$19,845	$69,569	$16,330	$0	$639,467
9/30/45	$366,000	$120,244	$50,000	$17,728	$70,960	$14,575	$0	$639,507
9/30/46	$382,000	$105,146	$52,000	$15,523	$72,380	$12,745	$0	$639,794
9/30/47	$398,000	$89,389	$55,000	$13,230	$73,827	$10,835	$0	$640,281
9/30/48	$415,000	$72,971	$57,000	$10,805	$75,304	$8,845	$0	$639,925
9/30/49	$433,000	$55,853	$60,000	$8,291	$76,810	$6,770	$0	$640,723
9/30/50	$451,000	$37,991	$62,000	$5,645	$78,346	$4,605	$0	$639,587
9/30/51	$470,000	$19,388	$66,000	$2,911	$79,913	$2,350	$0	$640,561
Total	**$8,060,000**	**$6,035,297**	**$1,100,000**	**$869,318**	**$1,775,445**	**$690,821**	**($495,456)**	**$18,035,425**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-2
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**$43,139.72**
Assessment	**1.00**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$839	$0	$0	$0	$0	($839)	$0
9/30/23	$0	$1,495	$89	$228	$216	$190	($1,495)	$724
9/30/24	$791	$1,495	$94	$225	$196	$121	$0	$2,922
9/30/25	$815	$1,469	$99	$211	$225	$92	$0	$2,910
9/30/26	$843	$1,443	$104	$216	$229	$182	$0	$3,016
9/30/27	$867	$1,415	$108	$211	$234	$178	$0	$3,013
9/30/28	$895	$1,387	$113	$207	$239	$173	$0	$3,013
9/30/29	$928	$1,355	$118	$202	$243	$169	$0	$3,014
9/30/30	$961	$1,321	$122	$196	$248	$164	$0	$3,013
9/30/31	$994	$1,286	$132	$191	$253	$159	$0	$3,015
9/30/32	$1,031	$1,250	$137	$185	$258	$154	$0	$3,016
9/30/33	$1,069	$1,213	$141	$179	$264	$149	$0	$3,015
9/30/34	$1,111	$1,170	$146	$173	$269	$144	$0	$3,013
9/30/35	$1,159	$1,125	$155	$167	$274	$138	$0	$3,018
9/30/36	$1,206	$1,079	$160	$160	$280	$132	$0	$3,017
9/30/37	$1,253	$1,031	$170	$153	$285	$126	$0	$3,017
9/30/38	$1,305	$981	$174	$145	$291	$120	$0	$3,016
9/30/39	$1,356	$929	$184	$137	$297	$114	$0	$3,016
9/30/40	$1,408	$874	$193	$129	$303	$107	$0	$3,015
9/30/41	$1,469	$818	$198	$121	$309	$100	$0	$3,015
9/30/42	$1,526	$759	$207	$112	$315	$92	$0	$3,012
9/30/43	$1,592	$698	$217	$103	$321	$85	$0	$3,016
9/30/44	$1,653	$634	$226	$93	$328	$77	$0	$3,012
9/30/45	$1,724	$566	$235	$83	$334	$69	$0	$3,012
9/30/46	$1,799	$495	$245	$73	$341	$60	$0	$3,013
9/30/47	$1,874	$421	$259	$62	$348	$51	$0	$3,015
9/30/48	$1,954	$344	$268	$51	$355	$42	$0	$3,014
9/30/49	$2,039	$263	$283	$39	$362	$32	$0	$3,018
9/30/50	$2,124	$179	$292	$27	$369	$22	$0	$3,012
9/30/51	$2,214	$91	$311	$14	$376	$11	$0	$3,017
Total	**$37,959**	**$28,424**	**$5,181**	**$4,094**	**$8,362**	**$3,253**	**($2,333)**	**$84,939**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).
[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-3
Phase #1 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**$35,949.76**
Assessment	**0.83**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/22	$0	$703	$0	$0	$0	$0	($703)	$0
9/30/23	$0	$1,252	$75	$191	$181	$159	($1,252)	$607
9/30/24	$663	$1,252	$79	$188	$185	$159	$0	$2,526
9/30/25	$683	$1,231	$83	$185	$188	$156	$0	$2,525
9/30/26	$703	$1,202	$86	$180	$191	$151	$0	$2,514
9/30/27	$722	$1,179	$90	$176	$195	$148	$0	$2,511
9/30/28	$746	$1,156	$94	$172	$199	$144	$0	$2,511
9/30/29	$773	$1,129	$98	$168	$203	$141	$0	$2,512
9/30/30	$801	$1,101	$102	$164	$207	$137	$0	$2,511
9/30/31	$828	$1,072	$110	$159	$211	$133	$0	$2,513
9/30/32	$859	$1,042	$114	$154	$215	$129	$0	$2,513
9/30/33	$891	$1,011	$118	$149	$220	$124	$0	$2,512
9/30/34	$926	$975	$122	$144	$224	$120	$0	$2,511
9/30/35	$965	$938	$130	$139	$228	$115	$0	$2,515
9/30/36	$1,005	$899	$133	$133	$233	$110	$0	$2,514
9/30/37	$1,044	$859	$141	$127	$238	$105	$0	$2,515
9/30/38	$1,087	$817	$145	$121	$242	$100	$0	$2,513
9/30/39	$1,130	$774	$153	$115	$247	$95	$0	$2,514
9/30/40	$1,173	$729	$161	$108	$252	$89	$0	$2,512
9/30/41	$1,224	$682	$165	$101	$257	$83	$0	$2,512
9/30/42	$1,272	$633	$173	$93	$262	$77	$0	$2,510
9/30/43	$1,327	$582	$181	$86	$268	$71	$0	$2,513
9/30/44	$1,378	$529	$188	$78	$273	$64	$0	$2,510
9/30/45	$1,436	$472	$196	$70	$278	$57	$0	$2,510
9/30/46	$1,499	$413	$204	$61	$284	$50	$0	$2,511
9/30/47	$1,562	$351	$216	$52	$290	$43	$0	$2,513
9/30/48	$1,629	$286	$224	$42	$296	$35	$0	$2,511
9/30/49	$1,699	$219	$235	$33	$301	$27	$0	$2,515
9/30/50	$1,770	$149	$243	$22	$307	$18	$0	$2,510
9/30/51	$1,845	$76	$259	$11	$314	$9	$0	$2,514
Total	**$31,633**	**$23,686**	**$4,317**	**$3,412**	**$6,968**	**$2,711**	**($1,944)**	**$70,783**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.

[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 3.250% in years 1 through 6 (2022-2027), 3.625% in years 7 through 11 (2028-2032), 4.00% in years 12 through 22 (2033-2043), and 4.125% in years 23 through 30 (2044-2051).

[3]Represents the principal and interest due under the Phase #1 Reimbursement Agreement. Interest is calculated using an interest rate of 4.41%.

[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

[5]Additional Interest is only charged on the Assessments associated with the Phase #1 Bonds.

[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050786	A	1	60'	1.00	$43,139.72
1050787	A	2	60'	1.00	$43,139.72
1050788	A	3	60'	1.00	$43,139.72
1050789	A	4	60'	1.00	$43,139.72
1050790	A	5	60'	1.00	$43,139.72
1050791	A	6	60'	1.00	$43,139.72
1050792	A	7	60'	1.00	$43,139.72
1050793	A	8	60'	1.00	$43,139.72
1050794	A	9	60'	1.00	$43,139.72
1050721	A	10	50'	0.83	$35,949.76
1050722	A	11	50'	0.83	$35,949.76
1050723	A	12	50'	0.83	$35,949.76
1050724	A	13	50'	0.83	$35,949.76
1050725	A	14	50'	0.83	$35,949.76
1050726	A	15	50'	0.83	$35,949.76
1050727	A	16	50'	0.83	$35,949.76
1050728	A	17	50'	0.83	$35,949.76
1050729	A	18	50'	0.83	$35,949.76
1050730	A	19	50'	0.83	$35,949.76
1050839	A	Open Space	Open Space	0.00	$0.00
1050731	A	20	50'	0.83	$35,949.76
1050795	B	1	60'	1.00	$43,139.72
1050796	B	2	60'	1.00	$43,139.72
1050797	B	3	60'	1.00	$43,139.72
1050798	B	4	60'	1.00	$43,139.72
1050799	B	5	60'	1.00	$43,139.72
1050800	B	6	60'	1.00	$43,139.72
1050801	B	7	60'	1.00	$43,139.72
1050802	B	8	60'	1.00	$43,139.72
1050803	B	9	60'	1.00	$43,139.72
1050732	B	10	50'	0.83	$35,949.76
1050733	B	11	50'	0.83	$35,949.76
1050734	B	12	50'	0.83	$35,949.76
1050735	B	13	50'	0.83	$35,949.76
1050736	B	14	50'	0.83	$35,949.76
1050737	B	15	50'	0.83	$35,949.76
1050738	B	16	50'	0.83	$35,949.76
1050739	B	17	50'	0.83	$35,949.76
1050740	B	18	50'	0.83	$35,949.76
1050741	B	19	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050840	B	Open Space	Open Space	0.00	$0.00
1050742	B	20	50'	0.83	$35,949.76
1050804	C	1	60'	1.00	$43,139.72
1050805	C	2	60'	1.00	$43,139.72
1050806	C	3	60'	1.00	$43,139.72
1050807	C	4	60'	1.00	$43,139.72
1050808	C	5	50'	0.83	$35,949.76
1050809	C	6	60'	1.00	$43,139.72
1050670	C	7	60'	1.00	$43,139.72
1050671	C	8	60'	1.00	$43,139.72
1050672	C	9	60'	1.00	$43,139.72
1050673	C	10	50'	0.83	$35,949.76
1050674	C	11	50'	0.83	$35,949.76
1050675	C	12	50'	0.83	$35,949.76
1050676	C	13	50'	0.83	$35,949.76
1050677	C	14	50'	0.83	$35,949.76
1050678	C	15	50'	0.83	$35,949.76
1050679	C	16	50'	0.83	$35,949.76
1050680	C	17	50'	0.83	$35,949.76
1050681	C	18	50'	0.83	$35,949.76
1050682	C	19	50'	0.83	$35,949.76
1050841	C	Open Space	Open Space	0.00	$0.00
1050743	C	20	50'	0.83	$35,949.76
1050744	C	21	50'	0.83	$35,949.76
1050745	C	22	50'	0.83	$35,949.76
1050746	C	23	50'	0.83	$35,949.76
1050747	C	24	50'	0.83	$35,949.76
1050748	C	25	50'	0.83	$35,949.76
1050749	C	26	50'	0.83	$35,949.76
1050750	C	27	50'	0.83	$35,949.76
1050751	C	28	50'	0.83	$35,949.76
1050752	C	29	50'	0.83	$35,949.76
1050753	C	30	50'	0.83	$35,949.76
1050586	D	1	50'	0.83	$35,949.76
1050587	D	2	50'	0.83	$35,949.76
1050588	D	3	50'	0.83	$35,949.76
1050589	D	4	50'	0.83	$35,949.76
1050590	D	5	50'	0.83	$35,949.76
1050591	D	6	50'	0.83	$35,949.76
1050592	D	7	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050593	D	8	50'	0.83	$35,949.76
1050594	D	9	50'	0.83	$35,949.76
1050595	D	10	50'	0.83	$35,949.76
1050596	D	11	50'	0.83	$35,949.76
1050597	D	12	50'	0.83	$35,949.76
1050598	D	13	50'	0.83	$35,949.76
1050599	D	14	50'	0.83	$35,949.76
1050600	D	15	50'	0.83	$35,949.76
1050601	D	16	50'	0.83	$35,949.76
1050602	D	17	50'	0.83	$35,949.76
1050603	D	18	50'	0.83	$35,949.76
1050604	D	19	50'	0.83	$35,949.76
1050835	D	Open Space	Open Space	0.00	$0.00
1050605	D	20	50'	0.83	$35,949.76
1050606	D	21	50'	0.83	$35,949.76
1050810	D	22	50'	0.83	$35,949.76
1050811	D	23	50'	0.83	$35,949.76
1050812	D	24	50'	0.83	$35,949.76
1050813	D	25	50'	0.83	$35,949.76
1050814	D	26	50'	0.83	$35,949.76
1050815	D	27	60'	1.00	$43,139.72
1050630	D	28	50'	0.83	$35,949.76
1050631	D	29	50'	0.83	$35,949.76
1050836	D	Open Space	Open Space	0.00	$0.00
1050632	D	30	50'	0.83	$35,949.76
1050633	D	31	50'	0.83	$35,949.76
1050634	D	32	50'	0.83	$35,949.76
1050635	D	33	50'	0.83	$35,949.76
1050636	D	34	50'	0.83	$35,949.76
1050637	D	35	50'	0.83	$35,949.76
1050638	D	36	50'	0.83	$35,949.76
1050639	D	37	50'	0.83	$35,949.76
1050640	D	38	50'	0.83	$35,949.76
1050641	D	39	50'	0.83	$35,949.76
1050642	D	40	50'	0.83	$35,949.76
1050643	D	41	50'	0.83	$35,949.76
1050644	D	42	50'	0.83	$35,949.76
1050645	D	43	50'	0.83	$35,949.76
1050646	D	44	50'	0.83	$35,949.76
1050647	D	45	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050648	D	46	50'	0.83	$35,949.76
1050649	D	47	50'	0.83	$35,949.76
1050683	E	1	50'	0.83	$35,949.76
1050684	E	2	50'	0.83	$35,949.76
1050685	E	3	50'	0.83	$35,949.76
1050686	E	4	50'	0.83	$35,949.76
1050687	E	5	50'	0.83	$35,949.76
1050688	E	6	50'	0.83	$35,949.76
1050689	E	7	50'	0.83	$35,949.76
1050690	E	8	50'	0.83	$35,949.76
1050691	E	9	50'	0.83	$35,949.76
1050692	E	10	50'	0.83	$35,949.76
1050693	E	11	50'	0.83	$35,949.76
1050694	E	12	50'	0.83	$35,949.76
1050695	E	13	50'	0.83	$35,949.76
1050697	E	14	50'	0.83	$35,949.76
1050698	E	15	50'	0.83	$35,949.76
1050699	E	16	50'	0.83	$35,949.76
1050700	E	17	50'	0.83	$35,949.76
1050701	E	18	50'	0.83	$35,949.76
1050702	E	19	50'	0.83	$35,949.76
1050837	E	Open Space	Open Space	0.00	$0.00
1050703	E	20	50'	0.83	$35,949.76
1050704	E	21	50'	0.83	$35,949.76
1050705	E	22	50'	0.83	$35,949.76
1050706	E	23	50'	0.83	$35,949.76
1050707	E	24	50'	0.83	$35,949.76
1050708	E	25	50'	0.83	$35,949.76
1050816	E	26	50'	0.83	$35,949.76
1050817	E	27	50'	0.83	$35,949.76
1050818	E	28	50'	0.83	$35,949.76
1050819	E	29	50'	0.83	$35,949.76
1050838	E	Open Space	Open Space	0.00	$0.00
1050820	E	30	50'	0.83	$35,949.76
1050821	E	31	50'	0.83	$35,949.76
1050709	E	32	50'	0.83	$35,949.76
1050710	E	33	50'	0.83	$35,949.76
1050711	E	34	50'	0.83	$35,949.76
1050712	E	35	50'	0.83	$35,949.76
1050713	E	36	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050714	E	37	50'	0.83	$35,949.76
1050715	E	38	50'	0.83	$35,949.76
1050716	E	39	50'	0.83	$35,949.76
1050717	E	40	50'	0.83	$35,949.76
1050718	E	41	50'	0.83	$35,949.76
1050719	E	42	50'	0.83	$35,949.76
1050720	E	43	50'	0.83	$35,949.76
1050827	F	1	50'	0.83	$35,949.76
1050828	F	2	50'	0.83	$35,949.76
1050829	F	3	50'	0.83	$35,949.76
1050830	F	4	50'	0.83	$35,949.76
1050842	F	Open Space	Open Space	0.00	$0.00
1050650	G	1	50'	0.83	$35,949.76
1050651	G	2	50'	0.83	$35,949.76
1050652	G	3	50'	0.83	$35,949.76
1050653	G	4	50'	0.83	$35,949.76
1050654	G	5	50'	0.83	$35,949.76
1050655	G	6	50'	0.83	$35,949.76
1050656	G	7	50'	0.83	$35,949.76
1050657	G	8	50'	0.83	$35,949.76
1050658	G	9	50'	0.83	$35,949.76
1050659	G	10	50'	0.83	$35,949.76
1050660	G	11	50'	0.83	$35,949.76
1050661	G	12	50'	0.83	$35,949.76
1050662	G	13	50'	0.83	$35,949.76
1050663	G	14	50'	0.83	$35,949.76
1050664	G	15	50'	0.83	$35,949.76
1050665	G	16	50'	0.83	$35,949.76
1050666	G	17	50'	0.83	$35,949.76
1050667	G	18	50'	0.83	$35,949.76
1050668	G	19	50'	0.83	$35,949.76
1050669	G	20	50'	0.83	$35,949.76
1050822	G	21	50'	0.83	$35,949.76
1050823	G	22	50'	0.83	$35,949.76
1050824	G	23	50'	0.83	$35,949.76
1050825	G	24	50'	0.83	$35,949.76
1050826	G	25	50'	0.83	$35,949.76
1050609	G	26	50'	0.83	$35,949.76
1050610	G	27	50'	0.83	$35,949.76
1050611	G	28	50'	0.83	$35,949.76

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050612	G	29	50'	0.83	$35,949.76
1050613	G	30	50'	0.83	$35,949.76
1050614	G	31	50'	0.83	$35,949.76
1050615	G	32	50'	0.83	$35,949.76
1050616	G	33	50'	0.83	$35,949.76
1050617	G	34	50'	0.83	$35,949.76
1050618	G	35	50'	0.83	$35,949.76
1050619	G	36	50'	0.83	$35,949.76
1050620	G	37	50'	0.83	$35,949.76
1050621	G	38	50'	0.83	$35,949.76
1050622	G	39	50'	0.83	$35,949.76
1050623	G	40	50'	0.83	$35,949.76
1050624	G	41	50'	0.83	$35,949.76
1050625	G	42	50'	0.83	$35,949.76
1050626	G	43	50'	0.83	$35,949.76
1050627	G	44	50'	0.83	$35,949.76
1050628	G	45	50'	0.83	$35,949.76
1050629	G	46	50'	0.83	$35,949.76
1050754	H	1	50'	0.83	$35,949.76
1050755	H	2	50'	0.83	$35,949.76
1050756	H	3	50'	0.83	$35,949.76
1050757	H	4	50'	0.83	$35,949.76
1050758	H	5	50'	0.83	$35,949.76
1050759	H	6	50'	0.83	$35,949.76
1050760	H	7	50'	0.83	$35,949.76
1050761	H	8	50'	0.83	$35,949.76
1050762	H	9	50'	0.83	$35,949.76
1050763	H	10	50'	0.83	$35,949.76
1050764	H	11	50'	0.83	$35,949.76
1050843	H	Open Space	Open Space	0.00	$0.00
1050776	HH	19	60'	1.00	$43,139.72
1050777	HH	20	60'	1.00	$43,139.72
1050778	HH	21	60'	1.00	$43,139.72
1050779	HH	22	60'	1.00	$43,139.72
1050780	HH	23	60'	1.00	$43,139.72
1050781	HH	24	60'	1.00	$43,139.72
1050782	HH	25	60'	1.00	$43,139.72
1050783	HH	26	60'	1.00	$43,139.72
1050784	HH	27	60'	1.00	$43,139.72
1050785	HH	28	60'	1.00	$43,139.72

Appendix G-4
Phase #1 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
1050831	II	7	60'	1.00	$43,139.72
1050832	II	8	60'	1.00	$43,139.72
1050833	II	9	60'	1.00	$43,139.72
1050834	II	10	60'	1.00	$43,139.72
1050765	II	11	60'	1.00	$43,139.72
1050766	II	12	60'	1.00	$43,139.72
1050767	II	13	60'	1.00	$43,139.72
1050768	II	14	50'	0.83	$35,949.76
1050769	II	15	50'	0.83	$35,949.76
1050770	II	16	50'	0.83	$35,949.76
1050771	II	17	50'	0.83	$35,949.76
1050772	II	18	50'	0.83	$35,949.76
1050773	II	19	50'	0.83	$35,949.76
1050774	II	20	50'	0.83	$35,949.76
1050775	II	21	50'	0.83	$35,949.76
Total				**212.33**	**$9,160,000.00**

APPENDIX H
PROPOSED PHASE #2 ASSESSMENT ROLL

Appendix H-1
Proposed Phase #2 Assessment Roll

Parcel	**52714 and 996098**
Equivalent Units	**188.96**
Assessment	**$11,927,538**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$307,500	$0	$0	$0	$0	($307,500)	$0
9/30/26	$0	$615,000	$18,000	$106,524	$10,200	$51,250	($615,000)	$185,974
9/30/27	$146,000	$615,000	$19,000	$105,381	$61,404	$51,250	$0	$998,035
9/30/28	$154,000	$606,240	$21,000	$104,174	$62,632	$50,520	$0	$998,566
9/30/29	$162,000	$597,000	$22,000	$102,841	$63,885	$49,750	$0	$997,475
9/30/30	$170,000	$587,280	$24,000	$101,444	$65,162	$48,940	$0	$996,826
9/30/31	$179,000	$577,080	$25,000	$99,920	$66,466	$48,090	$0	$995,555
9/30/32	$189,000	$566,340	$27,000	$98,332	$67,795	$47,195	$0	$995,662
9/30/33	$200,000	$555,000	$29,000	$96,618	$69,151	$46,250	$0	$996,019
9/30/34	$211,000	$543,000	$32,000	$94,776	$70,534	$45,250	$0	$996,560
9/30/35	$223,000	$530,340	$33,000	$92,744	$71,945	$44,195	$0	$995,224
9/30/36	$235,000	$516,960	$35,000	$90,649	$73,383	$43,080	$0	$994,072
9/30/37	$249,000	$502,860	$38,000	$88,426	$74,851	$41,905	$0	$995,042
9/30/38	$263,000	$487,920	$40,000	$86,013	$76,348	$40,660	$0	$993,941
9/30/39	$279,000	$472,140	$43,000	$83,473	$77,875	$39,345	$0	$994,833
9/30/40	$295,000	$455,400	$46,000	$80,743	$79,433	$37,950	$0	$994,525
9/30/41	$312,000	$437,700	$49,000	$77,822	$81,021	$36,475	$0	$994,018
9/30/42	$331,000	$418,980	$53,000	$74,710	$82,642	$34,915	$0	$995,247
9/30/43	$350,000	$399,120	$57,000	$71,345	$84,295	$33,260	$0	$995,019
9/30/44	$371,000	$378,120	$60,000	$67,725	$85,980	$31,510	$0	$994,336
9/30/45	$394,000	$355,860	$64,000	$63,915	$87,700	$29,655	$0	$995,130
9/30/46	$417,000	$332,220	$69,000	$59,851	$89,454	$27,685	$0	$995,210
9/30/47	$443,000	$307,200	$73,000	$55,470	$91,243	$25,600	$0	$995,513
9/30/48	$470,000	$280,620	$78,000	$50,834	$93,068	$23,385	$0	$995,907
9/30/49	$499,000	$252,420	$84,000	$45,881	$94,929	$21,035	$0	$997,265
9/30/50	$529,000	$222,480	$89,000	$40,547	$96,828	$18,540	$0	$996,395
9/30/51	$562,000	$190,740	$96,000	$34,896	$98,764	$15,895	$0	$998,295
9/30/52	$597,000	$157,020	$102,000	$28,800	$100,740	$13,085	$0	$998,644
9/30/53	$634,000	$121,200	$109,000	$22,323	$102,755	$10,100	$0	$999,377
9/30/54	$673,000	$83,160	$117,000	$15,401	$104,810	$6,930	$0	$1,000,301
9/30/55	$713,000	$42,780	$125,538	$7,972	$106,906	$3,565	$0	$999,761
Total	**$10,250,000**	**$12,514,680**	**$1,677,538**	**$2,149,547**	**$2,392,198**	**$1,017,265**	**($922,500)**	**$29,078,729**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
[3]Represents the principal and interest due under the Phase #2 Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.35%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #2 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix H-2
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (60 Ft)**
Equivalent Units	**1.00**
Assessment	**$63,121.04**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$1,627	$0	$0	$0	$0	($1,627)	$0
9/30/26	$0	$3,255	$95	$564	$54	$271	($3,255)	$984
9/30/27	$773	$3,255	$101	$558	$325	$271	$0	$5,282
9/30/28	$815	$3,208	$111	$551	$331	$267	$0	$5,284
9/30/29	$857	$3,159	$116	$544	$338	$263	$0	$5,279
9/30/30	$900	$3,108	$127	$537	$345	$259	$0	$5,275
9/30/31	$947	$3,054	$132	$529	$352	$254	$0	$5,269
9/30/32	$1,000	$2,997	$143	$520	$359	$250	$0	$5,269
9/30/33	$1,058	$2,937	$153	$511	$366	$245	$0	$5,271
9/30/34	$1,117	$2,874	$169	$502	$373	$239	$0	$5,274
9/30/35	$1,180	$2,807	$175	$491	$381	$234	$0	$5,267
9/30/36	$1,244	$2,736	$185	$480	$388	$228	$0	$5,261
9/30/37	$1,318	$2,661	$201	$468	$396	$222	$0	$5,266
9/30/38	$1,392	$2,582	$212	$455	$404	$215	$0	$5,260
9/30/39	$1,476	$2,499	$228	$442	$412	$208	$0	$5,265
9/30/40	$1,561	$2,410	$243	$427	$420	$201	$0	$5,263
9/30/41	$1,651	$2,316	$259	$412	$429	$193	$0	$5,260
9/30/42	$1,752	$2,217	$280	$395	$437	$185	$0	$5,267
9/30/43	$1,852	$2,112	$302	$378	$446	$176	$0	$5,266
9/30/44	$1,963	$2,001	$318	$358	$455	$167	$0	$5,262
9/30/45	$2,085	$1,883	$339	$338	$464	$157	$0	$5,266
9/30/46	$2,207	$1,758	$365	$317	$473	$147	$0	$5,267
9/30/47	$2,344	$1,626	$386	$294	$483	$135	$0	$5,268
9/30/48	$2,487	$1,485	$413	$269	$493	$124	$0	$5,270
9/30/49	$2,641	$1,336	$445	$243	$502	$111	$0	$5,278
9/30/50	$2,799	$1,177	$471	$215	$512	$98	$0	$5,273
9/30/51	$2,974	$1,009	$508	$185	$523	$84	$0	$5,283
9/30/52	$3,159	$831	$540	$152	$533	$69	$0	$5,285
9/30/53	$3,355	$641	$577	$118	$544	$53	$0	$5,289
9/30/54	$3,562	$440	$619	$82	$555	$37	$0	$5,294
9/30/55	$3,773	$226	$664	$42	$566	$19	$0	$5,291
Total	**$50,470**	**$66,002**	**$8,213**	**$11,333**	**$12,094**	**$5,365**	**($4,882)**	**$148,595**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
[3]Represents the principal and interest due under the Phase #2 Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.35%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #2 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

Appendix H-3
Proposed Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (50 Ft)**
Equivalent Units	**0.85**
Assessment	**$53,769.77**

Year[1]	Principal[2]	Interest[2]	Principal[3]	Interest[3]	Administrative Expenses[4]	Additional Interest[5]	Capitalized Interest	Total Annual Installment[6]
9/30/25	$0	$1,386	$0	$0	$0	$0	($1,386)	$0
9/30/26	$0	$2,772	$81	$480	$46	$231	($2,772)	$838
9/30/27	$658	$2,772	$86	$475	$277	$231	$0	$4,499
9/30/28	$694	$2,733	$95	$470	$282	$228	$0	$4,502
9/30/29	$730	$2,691	$99	$464	$288	$224	$0	$4,497
9/30/30	$766	$2,647	$108	$457	$294	$221	$0	$4,494
9/30/31	$807	$2,601	$113	$450	$300	$217	$0	$4,488
9/30/32	$852	$2,553	$122	$443	$306	$213	$0	$4,488
9/30/33	$902	$2,502	$131	$436	$312	$208	$0	$4,490
9/30/34	$951	$2,448	$144	$427	$318	$204	$0	$4,493
9/30/35	$1,005	$2,391	$149	$418	$324	$199	$0	$4,487
9/30/36	$1,059	$2,330	$158	$409	$331	$194	$0	$4,481
9/30/37	$1,123	$2,267	$171	$399	$337	$189	$0	$4,486
9/30/38	$1,186	$2,200	$180	$388	$344	$183	$0	$4,481
9/30/39	$1,258	$2,128	$194	$376	$351	$177	$0	$4,485
9/30/40	$1,330	$2,053	$207	$364	$358	$171	$0	$4,483
9/30/41	$1,407	$1,973	$221	$351	$365	$164	$0	$4,481
9/30/42	$1,492	$1,889	$239	$337	$373	$157	$0	$4,487
9/30/43	$1,578	$1,799	$257	$322	$380	$150	$0	$4,486
9/30/44	$1,672	$1,705	$270	$305	$388	$142	$0	$4,483
9/30/45	$1,776	$1,604	$289	$288	$395	$134	$0	$4,486
9/30/46	$1,880	$1,498	$311	$270	$403	$125	$0	$4,486
9/30/47	$1,997	$1,385	$329	$250	$411	$115	$0	$4,488
9/30/48	$2,119	$1,265	$352	$229	$420	$105	$0	$4,490
9/30/49	$2,250	$1,138	$379	$207	$428	$95	$0	$4,496
9/30/50	$2,385	$1,003	$401	$183	$437	$84	$0	$4,492
9/30/51	$2,534	$860	$433	$157	$445	$72	$0	$4,500
9/30/52	$2,691	$708	$460	$130	$454	$59	$0	$4,502
9/30/53	$2,858	$546	$491	$101	$463	$46	$0	$4,505
9/30/54	$3,034	$375	$527	$69	$472	$31	$0	$4,509
9/30/55	$3,214	$193	$566	$36	$482	$16	$0	$4,507
Total	**$42,993**	**$56,224**	**$6,996**	**$9,654**	**$10,302**	**$4,570**	**($4,159)**	**$126,581**

[1]The 9/30/XX dates represent the fiscal year end for the Bonds.
[2]Represents the principal and interest on the Phase #2 Bonds. Interest is calculated using an estimated interest rate of 6.00% in years 1 through 30 (2025-2055).
[3]Represents the principal and interest due under the Phase #2 Reimbursement Agreement. Interest is calculated using an estimated interest rate of 6.35%.
[4]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.
[5]Additional Interest is only charged on the Assessments associated with the Phase #2 Bonds.
[6]Annual Installment does not include any TIRZ Annual Credit Amount.

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 March 11, 2025, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #2 of the Sutton Fields East Public Improvement District (the "District") pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended.

The proposed authorized improvements to be undertaken at this time for the benefit of Phase #2 of the District (the "Phase #2 Improvements") include (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, landscaping improvements, and other soft and miscellaneous costs related to the improvements benefitting Phase #2, (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include, but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Phase #2 Improvements, including administrative costs and the costs of issuing bonds, is approximately $11,927,538.

The boundaries of the District include approximately 110 acres of land generally located east of Wilder Avenue and north of Parvin Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Phase #2 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phase #2 of the District that benefits from the Phase #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:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	February 11, 2025
Re:	Downtown Center Building, GMP 2, B33

Action Requested:
Consider and act to authorize Amendment 2 to add the Guaranteed Maximum Price (GMP) for the construction of the Downtown Center building through the Construction Manager At Risk, Swinerton, in the amount of $59,050,752.00 (Brawner)

Background Information:
On April 9, 2024, the city selected Swinerton Builders to provide construction manager at risk (CMAR) services for constructing the Downtown Center complex. The complex includes a ~100,000-square-foot, four-story building and a four-story parking garage. The parking garage has an approximate 35,000-square-foot footprint and will have an aggregate area of approximately 140,000 square feet. The garage will have approximately 400 spaces located on the west side of North Arizona Drive between West Walnut Street (FM 455) and West Pecan Street. The parking garage includes elevators, trash compactors, generator space for the government center, and special event storage. Parking options include standard parking spaces (9' x 18'), oversize parking spaces (10' x 20'), motorcycle, bicycle, and golf cart parking. The garage also includes space for the bookmobile storage and an off-site book drop. Infrastructure is being included to support the possibility of electric charging stations.

The Downtown Center will be comprised of 5 floors. Each floor is approximately 23,000 square feet. Two floors will serve as the new public library. The basement will serve as the children's and teen's library. It will provide an open floor plan for book storage, an 1800 square feet story time room, study rooms available for the public, and an open stage area. In addition, the basement will house a media room that will be used by the City's marketing team to create and edit videos. The first floor of the Downtown Center will house the adult library and a 1700-square-foot community meeting room. Development Services, Engineering, Information Technology,

and Utility Billing will be on the 2nd floor. The 3rd floor will house the City Managers' offices, City Secretary, Finance, Human Resources, Marketing, Purchasing, and Strategic Services. An additional 3,000 square foot public meeting space will be housed on the 4th-floor rooftop. The employee dining room will also be located on the 4th floor. This 1,300-square-foot area will be available on the weekends to be reserved by the public. The rooftop also hosts a 2,100-square-foot outdoor programming area.

In September 2024, the Celina City Council approved GMP #1 for the parking garage in the amount of $19,303,385.00. On January 9, 2025, Swinterton and the City received responses to RFP 2025-021 for the CMAR subcontractor bids for the Downtown Center building construction. After reviewing the proposed bids, Swinerton has proposed GMP 2 to authorize the construction of the Downtown Center in an amount not to exceed $59,050,752.00.

Legal Review:
The GMP form has been previously reviewed and approved.

Supporting Documents:
1. Amendment 2 GMP
2. GMP Presentation
3. Celina Downtown Center GMP Submission 20250131

Financial Consideration:
Funding is available through bonds. Expenditures will not exceed funds appropriated and funds will be committed to the purchase order.

Staff Recommendation:
Staff recommends authorizing Amendment 2 as presented.

AMENDMENT TO CONTRACT

CONSTRUCTION MANAGER AT RISK

Amendment 2 - GMP

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Swinerton Builders** (hereinafter referred to as the "Provider") for **CMAR Services for the Government Center, Project B33**, (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.

1. Article 1, item 8: Add
   a. Amendment 2: GMP Building Construction
   b. Schedule and Subcontractor Quotes

2. Guaranteed Maximum Price:
   $59,050,752.00

AMENDMENT

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

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

CITY OF CELINA	**SWINERTON BUILDERS**
Signature	Signature
Robert Ranc, City Manager Printed Name & Title	Printed Name & Title
Date	Date

DOWNTOWN CENTER GMP - AMENDMENT 2 BUILDING

February 11, 2024
Kimberly Brawner, PE








SWINERTON


CELINA
TEXAS
est 1876
Life Connected.


CELINA
TEXAS
EST. 1876








Utility
Billing
Gas Electric Water
Permits









Current GMP

Element	Cost
Site Work	$842,570
Parking Garage	$18,460,815
TOTAL	$19,303,385

GMP Analysis

Event	Estimate
50% DD Building Estimate	$57.1 M
50% CD Building Estimate	$60.8 M
Approved VE	$1,778,250
Rejected Interior VE	$ 831,613
Rejected Exterior VE	$1,063,500
Recommended GMP	$59.1
Possible GMP if all VE options selected	$57.1

Value Engineering Options Selected

Element	Cost
Elevator	$220,000
Accelerated schedule	$1,000,000
Remove warming kitchen equipment	$51,500
Remove pre-action system	$10,500
Remove sunshades at south elevation	$40,000
Remove glass film from office storefronts	$10,000
Change from z-clip system to 18-gauge hat channels	$32,500
Change brick selection on garage & building	$270,000
Change from diffuser shaper from rectangle to round	$18,750
Change from pavers to stamped concrete in Secret Garden	$35,000
Changed cable tray to cable bundling	$50,000
Reduced data conduit in accessible ceilings	$40,000
TOTAL	$1,778,250

Value Engineering Options Not Selected - Interior

Element	Cost
Remove half of the atmospheric AV at the story time	$ 100,000
Remove the AV mobile carts	$ 150,000
Keep only minimal AV at the 13-meeting room	$ 89,600
Reduce monitors at multipurpose room by ¼	$ 96,000
Cable railings in lieu of glass railings	$ 170,000
Reduce ceiling baffles to by 50%	$162,000
Change service elevator to laminate instead of stainless steel	$7,000
Reduce furniture whips on 2nd and 3rd floor by half	$21,600
Reduce floor boxes in employee pantry	$ 6,750
Reduce wall baffles by 50%	$28,663
TOTAL	$ 831,613

Value Engineering Options Not Selected - Exterior

Element	Cost
Code required only landscaping at ground level	$ 196,100
Remove site furnishings for roof to be purchased later	$ 210,000
Remove canopies at rooftop	$ 113,400
Remove landscaping scope on rooftop	$ 40,500
Remove shade sails at ground level	$ 40,500
Remove Reading Terrace at Ground Level	$40,000
Remove lighting sculptures at ground level	$ 225,000
Remove parking counter at garage	$ 180,000
EIFS in lieu of plaster at mural walls	$18,000
TOTAL	$1,063,500

Total Additional Possible Savings

Element	Cost
VE options rejected - interior	$ 831,613
VE options rejected – exterior	$1,063,500
Total	$ 1,895,113

Proposed GMP

- Council approved an overall GMP for parking garage of $19,303,385 in 9/2024
- Council approved an overall project funding of $93.4 M in 9/2025
- GMP for building is proposed at $59,050,752
- Total budget for construction increased by ~$2.7M from $93.4M to $96 M
- Cost difference was in technology infrastructure.
- Increased cost can be covered with no additional debt issuance & without affecting adopted 5-year CIP

Purpose	Amount 9/2024	Amount 2/2025
~~Design~~	~~$7,901,838~~	~~$7,901,838~~
~~GMP (precon fee)~~	~~$75,000~~	~~$75,000~~
~~Amendment 1 (parking garage)~~	~~$19.3 M~~	~~$19.3 M~~
Foundation (Amendment 2)	$1 M	$59.1 M
Building (Amendment 3)	$52.6 M	
Landscaping (Amendment 4)	$3.5 M	
Misc	$9 M	$9.7 M
TOTAL	$93.4 M	$96.0 M

Schedule Going Forward

- ~~Apr 9, 2024 – council award CMAR~~
- ~~May 2024 – Preliminary GMP~~
- ~~Sept 2024 – Amendment 1 – Parking Garage~~
- ~~Oct 2024 –~~
  - ~~Downtown Meeting (10/10)~~
  - ~~Groundbreaking (10/15)~~
  - ~~Construction start (11/1)~~
- ~~Nov 7, 2024 – Coffee with Contractor~~
  - ~~(1st Thursday of the month after EDC)~~
- Feb 2025 – Building GMP (early release)
- March 2025 – Arizona Drive construction GMP
- Oct 2025 – Garage complete
- Dec 2025 – Furniture Procurement
- Nov 2026 – Government Center complete





Direction

- Does council want to adopt the proposed $59,050,752 GMP for Downtown Center building?

or

- Does council direct staff to accept additional VE options? If so, which options does council want to accept.





GMP

Celina Government Center

SUBMITTED TO:

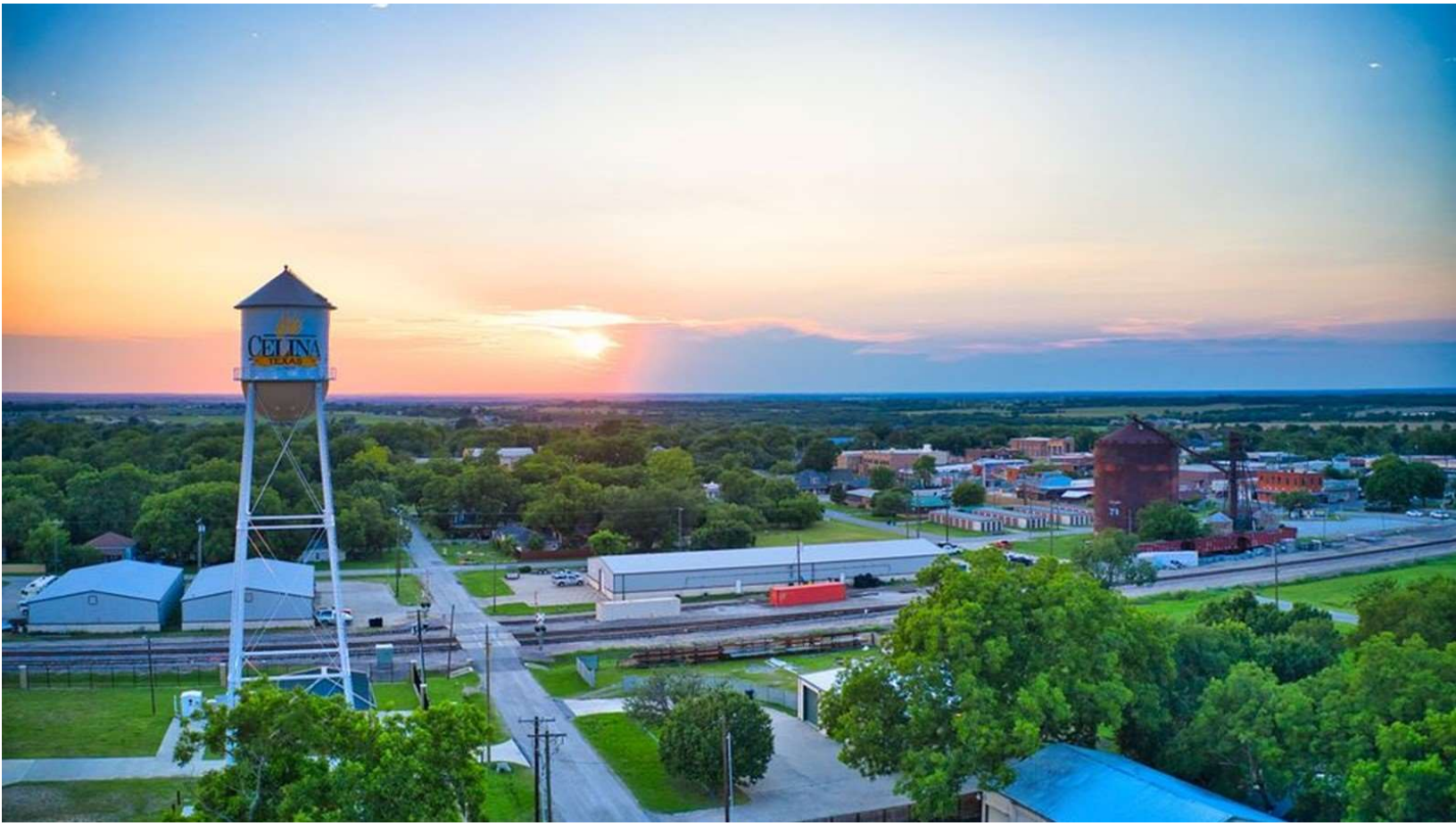
Mrs. Kimberly Brawner, Assistant
City Manager
City of Celina KBrawner@celina-tx.gov

January 31, 2025



TABLE OF CONTENTS

1 Cover Letter
2 Government Center GMP Estimate Summary
3 Qualifications
4 Accepted VE Log
5 Schedule



TAB 1

COVER LETTER

SWINERTON

2200 Main Street, 3rd Floor
Dallas, TX 75201
214.888.2800

swinerton.com

Kimberly Brawner
Assistant City Manager
City of Celina, TX

Kim,

I wanted to thank you again for the opportunity to submit this GMP for the Celina Downtown Center. As we have already experienced, this is a high-profile project with many eyes on it. We understand and value the importance of delivering this project safely with excellence, and we are honored to be the team to execute this with your partnership. Throughout the design and preconstruction planning, the partnership and collaboration approach presented by City of Celina is highly endorsed by Swinerton and we are committed to its course for building a facility together celebrating the growth and future of your unique community – one that our team now considers our second home.

In the following proposal, we have included the Downtown Center GMP Estimate Summary, Qualifications, VE log, and schedule.

We hope that this package meets your expectation of information and provides you, Robert, Dawn, Barbara, Carla and the city council members a level of comfort that we have captured all we need to bring this project to life.

We are ready to start digging a hole!

Sincerely,

Traci Petersen

Traci Petersen

Traci Petersen
Project Executive
Traci.petersen@swinerton.com



TAB 2

Government Center GMP ESTIMATE SUMMARY

	Master Estimate Summary Package Description			Breakout 1 Admin Building 1/24
Direct Costs				
1	00.10 Final Cleaning			$ 44,087
2	01.20 General Requirements			$ 870,630
3	01.50 Progress Clean			$ 945,070
5	03.00 Concrete			$ 6,689,135
8	03.40 Polished Concrete			$ 47,225
9	04.20 Unit Masonry			$ 3,147,885
10	05.00 Metal Railings			$ 711,593
11	05.10 Structural Steel			$ 1,912,001
15	06.20 Mass Timber Element			$ 972,380
16	06.40 Architectural Wood Casework			$ 635,499
17	07.10 Waterproofing, Air Barrier, Joint Sealants			$ 459,165
18	07.21 Insulation		w/ Masonry	
19	07.27 Air Barrier		w/ Waterproofing	
20	07.40 Metal Panels			$ 224,690
21	07.50 Membrane Roofing			$ 412,631
22	07.81 Fireproofing			$ 40,000
24	07.92 Joint Sealants		w/ Waterproofing	
26	08.10 Doors, Frames and Hardware			$ 986,809
27	08.33 OH Coiling Doors			$ 167,332
28	08.80 Glazing			$ 2,839,500
31	09.20 GWB & framing			$ 5,057,657
32	09.23 Plaster and Stucco			$ 70,000
33	09.30 Tiling			$ 139,425
34	09.64 Raised Access Flooring		w/HVAC	
35	09.65 Flooring			$ 489,385
36	09.72 Acoustical Wall Panels		w/Drywall	
37	09.90 Painting			$ 682,262
38	10.00 Specialties			$ 304,750
39	10.12 Operable Partition		w Glazing	
40	10.14 Signage			$ 78,460
41	10.21 Toilet & Bath Accessories		w/ Specialties	
44	11.00 Exterior Sun Control			$ 178,340
47	11.31 Residential Appliances		w/ Specialties	
48	11.40 Food Service Equipment		w/ Specialties	
52	12.21 Window Treatments			$ 69,878
56	14.00 Elevators			$ 872,100
58	21.00 Fire Suppression			$ 382,781
59	22.00 Plumbing			$ 2,105,394
60	23.00 HVAC			$ 7,160,720
61	26.00 Electrical			$ 7,171,451
62	27.00 Communications / Access Control			$ 1,328,310
64	27.40 A/V Systems			$ 2,221,857
67	28.30 Fire Alarm		w/ Electrical	
68	31.00 Earthwork			$ 889,516
70	31.40 Shoring			$ 617,700
74	32.14 Unit Pavers			$ 456,264
77	32.90 Landscaping			$ 722,859
78	33.00 Utilities			$ 28,500
80	32.50 VEItems			$ (778,250)
	Subtotal Direct Costs			**$ 51,354,991**

Indirect Costs				
General Conditions		1	$	1,650,120
General Requirements		1	$	772,115
Owner Contingency		1.00%	$	513,550
Contractor Contingency		3.00%	$	1,540,650
Subtotal			**$**	**4,476,435**
Subtotal			**$**	**-**
Subcontractor Default Insurance (SDI)		1.15%	$	679,084
General Liability Insurance		1.15%	$	679,084
Builder's Risk Insurance		0.25%	$	147,627
P&P Bond		0.99%	$	584,602
Building Permit Fees (By Owner)		1	$	-
Plan Check Fees		50%	$	-
Prepaid Use Tax		3.50%	$	-
Street and Sidewalk Closure Fees		1	$	-
Subtotal			**$**	**2,090,397**
Contractor Fee		1.88%	$	1,088,930
Preconstruction Services		1	$	40,000
Subtotal			**$**	**1,128,930**
Subtotal Indirect Costs			**$**	**7,695,762**
Total Construction Costs			**$**	**59,050,752**
Garage GMP			$	19,303,391
Total Construction with Garage GMP			**$**	**78,354,143**



TAB 3

Qualifications

City of Celina

Administration and Library Building

50% CD GMP ESTIMATE QUALIFICATIONS

1/31/2025

Contents

1. General Qualifications
2. Project Document List
3. Trade-specific Qualifications
4. Allowance Summary
5. List of Additive Alternates (not included)

1. General

General Qualifications

1. The purpose of this GMP is to serve as a communication tool for the project team by defining the cost and scope of the Project. Swinerton Builders has evaluated the documents and prepared a GMP based on the reasonable intent of these documents. As the scope of project evolves, Swinerton anticipates the opportunity to reconcile the GMP based on scope changes in final documents. This estimate does not represent a line item GMP. The costs shown may fluctuate up or down without impacting the overall GMP amount.
2. General Project Information:
    a. Government Center 110,218 GSF
3. The estimate is based on a construction duration of 18 Months with an anticipated construction start of 05/01/2025.
4. Costs are based upon regular working hours with the understanding that excessive disruptive work shall be performed off-hours and will be coordinated with the project team.
5. The estimate includes a 3% contractor contingency, 0% design contingency and a 1% owner contingency.
    a. Design Contingency - This contingency is to be used for details of the work that are not yet documented and are difficult to anticipate on the current set of documents.
    b. Contractor Contingency - This contingency is to be used by the Contractor to account for scope gaps between trade contractors, contract default by trade contractors, cost of corrective work not provided elsewhere, and expediting / acceleration to meet schedule completion dates. This contingency does not apply to scope changes, unforeseen conditions or adjustments to project allowances.
6. General Liability Insurance included at 1.15%.
7. Builder's Risk Insurance included at .25%.
8. GC Payment and Performance bonds included at .99%.
9. Subcontractor Default Insurance included at 1.15%.
10. BIM included on this project.
11. Prevailing Wage Rates included as #TX20250239.
12. Mock-ups included where called for on specs.
13. Proposal is good for 30 days and is contingent upon a mutually agreeable construction contract.

14. Swinerton includes a 12-month warranty on completed work commencing at substantial completion. Reference the attached Warranty Matrix for additional information.
15. Refer to estimate detail for additional comments and scope clarifications.
16. All Deductive Alternates are ROM costs to be reconciled after a design that reflects the removed scope is received and priced.
17. Top floor of parking garage has been assumed to be used for Construction and not available for public use until tower crane has been removed.
18. Allowances do not include indirect costs or Mark-Ups.
19. General Conditions included within proposal assumes a construction start of the Government Building by 05/01/2025. If the building cannot be started by that time the agreed upon General Conditions costs will need to be reconciled with the construction schedule.
20. Arizona construction scope is assumed to be completed 6 months prior to Downtown Center completion for all necessary tie ins to be finalized.
21. Billing rates per the Garage GMP exhibit. These rates were competitively bid are non-auditable beyond total number of hours billed.
22. Due to the fast track nature of the schedule and procurement deadlines, a 3% downpayment at the first billing has been assumed for long lead equipment, material procurement, and fast track mobilizations.

General Exclusions

1. Cost escalation.
2. Minority / Diverse Business Participation.
3. Sales tax. Project is tax exempt.
4. MEP Design Fees.
5. Unforeseen conditions
6. Building permit fees – by owner.
7. Plan check fees – by owner.
8. Street and Sidewalk Closure Fees.
9. Utility company fees and/or assessments.
10. Design and engineering fees.
11. Professional liability insurance.
12. Full time site security guards / services.
13. Third party commissioning agent.
14. Air quality monitoring.
15. Noise monitoring.
16. Seismic instrumentation monitoring.
17. Provisions for latent soils conditions and hazardous materials removal and/or remediation.
18. Hazardous material abatement.
19. Cost of temporary utility consumption during course of construction (water, sewer, gas, power).
20. Upgrades to existing building elements and systems found to be non-code compliant.
21. Warranty repairs associated with existing systems and/or equipment.
22. Emergency Responder Communication Enhancement Systems (ERCES) site survey, related booster systems, and any related corrections or additional systems.
23. Cost for offsite parking, inclusive of employee and any general requirements or cost for preparing a parking site.
24. Buy America act has been excluded.

2. Project Document List

1. 50% CD Set of documents – Dated 11/21/2024.
2. Specifications – Dated 11/21/2024.
3. Geo-Tech Report – Dated 02/19/2024.
4. Addendum 01 – Dated 12/18/2024.
5. Round 1 RFI log – Dated 01/08/2025.
6. Approved VE from 01/21/2025 Cost Workshop.

---

3. Trade-specific Qualifications

Division 1 – General Requirements

A. Qualifications
   1. General Requirements included within proposal assumes a construction start of the Government Building by 05/01/2025. If the building cannot be started by that time the agreed upon General Requirement costs will need to be reconciled with the construction schedule.

Division 2 – Existing Conditions

A. Qualifications
   1. Cantilevered soldier piles included along FM 455 elevation to not encroach on TXDOT ROW.

B. Exclusions
   1. Permitting and ROW rental for temporary shoring of excavation through the use of soil nails.
   2. Hazardous materials remediation and/or disposal if they are discovered during excavation.
   3. Removal of unknown obstructions that may be encountered during basement excavation and temporary retention system installation.

Division 3 – Concrete

A. Qualifications
   1. ACI Class B Finish is assumed on vertical surfaces (columns).
   2. ACI Class D Finish is assumed on horizontal surfaces (decks) through the use of standard flanged re-conditions nail down metal lap pans that leave fins and lap marks.
   3. Assumed foundation wall for basement will be cast against the retention system (one-sided). The wall will need to be moved out to align with the outer edge of the continuous footer. Ref. 9/S-370.
   4. Pier supporting the continuous footer and foundation wall for basement shall be offset so that pier driller can approach and drill without interacting with the temporary retention system.

B. Exclusions
   1. Class B Finishing in Alternate #7.
   2. Special admixtures
   3. Epoxy injection.
   4. Mild Reinforcement allowance per note S-004 Note 13.03.B.
   5. Post Tension allowance per note S-004 Note 13.03.C.
   6. Epoxy allowance per note S-004 Note 13.03.D.

C. Allowances
   1. $65,000 for temperature control (heating/cooling)

Division 4 - Masonry

A. Qualifications
    1. Cloud Ceramics modular brick ILO Interstate Brick modular brick scheduled on the Exterior Material Schedule on A-201 and A-202.
    2. Mockup assumed to be in place.
B. Exclusions
    1. Fero-Fast Thermal Brackets and Offset Shelf Angle – Extended masonry supports. (Provided an allowance for alternate system). Ref. 4/S-590.
    2. H&B Inc. Concrete Insert (HW-580 Wedge Insert).
    3. Clear water repellants and sealers.
    4. Sandblasting of any surfaces.
    5. GFRC shapes or members of any kind.
    6. Alternate brick material cost for building and garage per 01/21/25 Cost workshop approved VE. Subject to approved submittal by 02/12/2025. If the submittals are not approved by that time, $270,000.00 will need to be added for the specified material.

Division 5 - Metals

A. Qualifications
    1. Steel needed for Coiling Doors and NanaWall Doors.
    2. Steel Poles for roof lighting at connection points not shown, we have included 3 poles for $1,500 each for $4,500 total.
    3. Steel Connections points for future shade sails not shown, we have included 8 connections at $2,500 each for a total of $20,000.
    4. Black Accent metal on solid wood edge of treads per sheet A-462 detail 8 not detailed, we have included 139 each at $150 per tread for a total of $20,850.
B. Exclusions
    1. Note 13.03.A on S-004 – No additional allowance of 2% overall is included per cost workshop on 1/21 approved VE.
    2. All Engineering for hardscapes.
    3. Etching of Glass Railings is currently not carried under this proposal.
C. Allowances
    1. Note 13.03.E on S-004 – Allowance of $65,130 is included.
    2. Allowance for alternate Fero-Fast Thermal Offset Bracket System included at $156,250. Ref. 4/S-590.
    3. Tread Supports not currently shown for monument stairs, included as an allowance of $5,000.

Division 6 – Woods and Plastics

A. Qualifications
    1. Finish carpentry and architectural wood casework will meet or exceed all AWI standards but may not be manufactured or installed by an AWI member.
    2. All stain grade wood is bid as plain sliced white oak.
B. Exclusions
    1. AWI certificates or labels for finish carpentry or architectural wood casework.
    2. AWI certified fabricator or installer.
    3. Solid surface windowsills. These are included in 064100 2.08 but are not shown in the drawings.
    4. Library service desks
C. Allowances

1. $50/yard material allowance for upholstery fabric.
2. $100,000 for library theming.
3. $250 material allowance for trash pull out hardware. This hardware isn't specified.

Division 7 – Thermal and Moisture

A. Qualifications
   1. The mechanical yard fences (Exterior Elevations, Keynote 205) are included as non-insulated, perforated panels, with a standard color.
   2. Sika Sarnafil's Sikaplan 60 mil PVC membrane roofing system included as a substitute for Duralast.
   3. Fireproofing at Exposed steel at Atrium and Elevator pit per KN 3, 4, and 5 on A-511.
   4. Detail 9/S-370 shows a temporary retention system offset from foundation wall for basement. There is no room to F/R/P this wall in this condition. Assumed foundation wall for basement will be cast against the retention system (one-sided). Ref. 4/A-514.
   5. Assumed architect and engineer will redesign and coordinate drainage and waterproofing details similar to Tremco Blindside/Below-Grade Waterproofing that includes a sheet-applied membrane, protection board, drainage mat and through-wall sleeve for drainage into gravel course with subsoil drainage piping under SOG.
   6. Architect and engineer shall confirm materials and alternate recommendations allows for hydrostatic pressure relief/drainage and waterproofing requirements. Swinerton is not taking on a delegated design, but merely offering an alternate means and methods installation given the space constraints/limitations.
   7. Alpolic standard 4MM ACM material. Standard Color and Finish selected.
   8. Where MCM Wall Panels are called out at atrium, parapet and columns, we have removed the thermoplastic material and z-clip systems as specified (074213 - 2.05), and install over 18 ga. hat channels. And included MCM Wall Panels throughout at standard colors in lieu of custom colors as specified per 01/21/25 Cost workshop approved VE.

B. Exclusions
   1. Delegated design of foundation wall design and waterproofing.
   2. Hot Applied waterproofing on roof.
   3. Bathtub type waterproofing at basement.

Division 8 – Doors & Glazing

A. Qualifications
   1. MIR1 is approximately 22"x36" and is included as an oval, frameless mirror with polished edges mounted on low-profile standoffs to project ¾" from the wall to allow for LED light strip installation.
   2. Doors 163C and 163A are included as Besam ASSA ABLOY automatic sliding doors glazed with 1" overall thickness Guardian SNR50. Frames to be aluminum in a black anodized finish.
   3. Doors 442a, 442b and 049B are included as NanaWall folding doors glazed with 1" overall thickness Guardian SNR50. Frames to be aluminum in a black anodized finish.
   4. Guardian SNR50 Low-e Clear Glass is assumed at exterior curtainwall/window wall/storefront elevations as a specification has not been provided.
   5. Curtainwall/window wall/storefront frames to be aluminum in a black anodized finish.
   6. Curtainwall/window wall/storefront frame depth shall vary depending on wind/load rating.
      i. Approximately 7,400 SF shall be 2.5"x10.5" CW.
      ii. Approximately 8,400 SF shall be 2.5"x6" CW.
      iii. Approximately 4,000 SF shall be 2"x6" SF.

iv. Approximately 8,000 SF shall be 2”x4.5” SF.

7. Exterior aluminum sunshade system assumed to be attached to window system with a 30” projection.
8. Glass to be tempered where required by code.
9. Overhead coiling grille are included as two 24’ x 11’-6 and two 28’-3 x 11’-6 , all which are made up of Aluminum curtain, bottom bar and guides; black anodized finish; curtain is a straight pattern with 2” rod spacing and 6” link spacing; 3” x 3” tube supports.

B. Exclusions
1. Attic stock on frames and insulated glass units.
2. Provision for wind tunnel study.
3. RACO or hollow metal framing.
4. Heat soaking of glass.
5. NFRC certifications/labels.
6. Sunshades at South Elevation on all floors per 01/21/25 Cost workshop approved VE.
7. Glass film on office fronts per 01/21/25 Cost workshop approved VE.

Division 9 - Finishes

A. Qualifications
1. Material pricing for WT-L1 varies based on color selection. Pricing includes arctic white matte. Any other color selection will incur a price increase.
2. Selected material for WT-A3 – Hero Flooring 3x10 Reboot in matte rust – has been discontinued. Pricing includes Hero Flooring 4x8 Prime in glossy rust.
3. Selected material for WT-A5 – Hero Flooring 4x12 Giza in glossy aqua – doesn’t come in the selected size. Pricing includes the only size offered, which is 2.5x5.
4. All library carpet color blends assumed to be an even split between listed colors.
5. RF-LVT-A1 includes Hero Flooring Viva Las Vegas in almond per finish schedules on A-141 – A-145 in lieu of Tarkett iD Latitude wood series per finish schedule on A-601.
6. RF-ACT-A1 includes Armstrong standard Excelon VCT or similar. VCT wasn’t specified in the finish schedule.
7. PCP-1 assumed with 2-ply paper, metal lath and #66 casing bead. #15 control joint and #7 weeps. Quikrete scratch/brown coat, primer and standard texture acrylic finish with integral color TBD.

B. Exclusions
1. Slab moisture/pH testing for flooring. All flooring is being installed on raised access flooring.
2. Staining glulam/CLT elements.
3. Painting any exposed structure or MEPF elements at exposed ceilings except at 048 Family Reading.
4. Murals shown on A-202.
5. Exclude AB-L3 not shown on drawings.
6. WMP-1 at multipurpose room.

C. Allowances
1. $25/sf material allowance for GWC-A1, GWC-A2, and WC-L1.

Division 10 – Specialties & Signage

A. Qualifications
1. Toilet accessories are limited to BCS2 - Baby Changing Station, PTD1 Roll Paper Towel Dispenser, SNDP1 Surface-Mounted Sanitary Napkin Disposal, SPD-01 Soap Dispensers, TSCD Surface-Mounted Toilet Seat Cover Dispenser, WR2 - Waste Receptacle, ADA Grab Bars, TTD3 Multi-Roll Toilet Tissue Dispenser,

PTDW Combination Paper Towel Dispenser / Waste Combo Unit and MBHS - Mop & Broom Holder with Shelf & Rag Hooks.

2. Lockers are included as metal lockers, per Finish Plan Library General Notes on A-141L.
3. WC Wall Graphics is included as Opaque Wall Graphic applied to sheetrock wall surface and limited to 370 square feet.
4. HP Logo is included as matte film, digitally printed wall wrap, applied to brick and is limited to 150 square feet.
5. The D2 Digital Directory is included as Samsung QM43B and is non-touch screen.
6. Exterior Lighted Signage (Keyed Notes, A-201) is limited to an illuminated cabinet, letter, and accent bar.
7. V1 Vinyl on Glass is limited to the single row design as shown on A-605, at 65 storefront sections.
8. 4' corner guards included at outside corners only at library.
9. 2 AED devices have been included.
10. 10 FE with cabinets have been included.

B. Exclusions
    1. The following from the Toilet Accessory Schedule (G-021) are excluded: MIR2, MIR3, MIR4, MIR5 and anything else not listed as an inclusion above.
    2. Excludes EQ-03, EQ-04, EQ-05, EQ-09.
    3. Excludes Extinguisher brackets.
    4. Glass lockers
    5. Electric Hand Dryers
    6. The design of V1 Vinyl and Glass and WC Wall Covering
    7. Design of Signage
    8. Warming Kitchen Equipment. Only Warming Kitchen Equipment scope included for the Warming kitchen are the sinks, and utilities for OFOI kitchen equipment per 01/21/25 Cost workshop approved VE.
C. Allowances
    1. $10,000 for markerboards

Division 11 - Equipment

A. Qualifications
    1. Aluminum Canopies by Canopy Solutions. Exceeds basis of design.
    2. Braced Canopies by Canopy Solutions. Exceeds basis of design.
    3. AMH assumed to be OFOI. We include connections as indicated on documents.
B. Exclusions
    1. Book Sorting machine to be OFOI.

Division 12 - Furnishings

A. Qualifications
    1. On level 1, window shades are only included at rooms 157, 158, 160, and 161 based on interpretation of A-142.
    2. On level 4, window shades are only included at rooms 408 and 409 based on interpretation of A-145.
B. Exclusions
    1. Furniture that is not affixed is excluded.
    2. Tables, chairs, bins, library stacks and all other furniture displayed on Furniture Plans are excluded.
    3. Side/sill and center channel for window shades.
    4. Window shade drywall pockets

Division 14 – Conveying Systems

A. Qualifications
    1. Passenger Elevators included with a 3500lbs weight capacity and a speed of 200 fpm per 01/21/25 Cost workshop approved VE.
    2. Service Elevator included with a 3500lbs weight capacity and a speed of 200 fpm per 01/21/25 Cost workshop approved VE.
    3. Elevators are assumed to be used for construction use once operable and approved by inspection.

Division 21 – Fire Protection

A. Qualifications
    1. Includes fire suppression above and below floating ceilings.
    2. Water curtains at Atrium are included.
B. Exclusions
    1. Fire pump to be utilized from garage.
    2. Dry System at Canopy Roof.
    3. Any Pre-Action system within the project per 01/21/25 Cost workshop approved VE.

Division 22 – Plumbing

A. Qualifications
    1. Subsoil drainage around perimeter of building only.
    2. Cast Iron waste and Vent for all sanitary waste and vent.
    3. Tie in for 3” water from garage.
B. Exclusions
    1. No backfill at subsoil drainage. To be included within building footprint.
    2. Lift stations to be SCADA capable only, SCADA not included within bid.
    3. Subsoil drainage crossing the footprint of the building per Cost Workshop on 01/21/25 approved VE.
    4. Automatic Flushers.
    5. FARS System.
    6. Buy America Act excluded.

Division 23 – HVAC

A. Qualifications
    1. OSA routing to be run through offices, not through hallway as agreed to within Constructability Work Sessions. If the specified routing is desired an additional $7500 will need to be added.
    2. Quantities included per DBR and Texas Air Coordination as seen below.
        i. (1) Chiller
        ii. (13) Air Towers
        iii. (3) Doas Units
        iv. (6) CW fan coil units
        v. (2) Ductless Mini Split Systems
        vi. (3) VRF Condensing Units
        vii. (17) VRF Fan Coil Units
        viii. (124) Airfixture perimeter Heaters.
        ix. (92,230) Sq ft of underfloor system.
    3. 4” X 22” diffusers shown on drawings have been included as round type diffusers except for the “Story Time Area” per 01/21/25 Cost workshop approved VE.
    4. Climatec Included as Controls contractor.

5. Transfer Duct to be internally lined.

B. Exclusions
   1. Test and Balance excluded per Spec 23 05 93 Section 1.03 part A.

Division 26 - Electrical

A. Qualifications
   1. Aluminum Feeders included per Drawings.
   2. Aluminum Buss bars and Windings in gear and transformers included per VE directive.
   3. Lightning Protection system included as ESE System.
   4. Includes power to signage not shown 4 locations.
   5. Includes power to book return not shown 2 outlets.
   6. Daylight harvesting has been assumed as it isn't shown on the documents.
   7. ABB included for the UPS.
   8. ALA light fixture package base design included.
   9. 4" Data conduit reduced from what is shown on drawings by 335 lf per 01/21/25 Cost workshop approved VE.

B. Exclusions
   1. ERRCS System.
   2. Cellular DAS System.
   3. Lighting at exterior canopies.
   4. Cable tray. Bundled Data Cabling included per 01/21/25 Cost workshop approved VE.
   5. Circular fixtures at Multipurpose room.
   6. Additional Electrical floor boxes per additive alternates.

Division 27 - Communications

A. Qualifications
   1. Note that the drawings and BOM have multiple discrepancies. AV included per BOM provided by NV5 on 11/21/24.

B. Exclusions
   1. Any rough-in, devices, cabling not shown or anticipated within Audio Visual Set.
   2. Network switches to be by owner.
   3. WAPS to be install only, provided by owner.
   4. People Counters.

Division 28 – Electronic Safety and Security

A. Qualifications
   1. Fire Alarm systems provided per drawings.
   2. Access Control and Camera system to be Genea.
   3. Anchor Sound Systems.
   4. Atlas IED and SHURE Mics.
   5. AV Pro Edge Decoders.
   6. Biamp System Paging stations.
   7. Blackmagic Design Recording.
   8. CE Labs Media Players.
   9. Chief Carts.
   10. Creston Electronics Speakers.

11. Epson Projectors.
12. Extron Media and sound processor.
13. JBL Soundbars.
14. Listen Technologies Receivers.
15. Media Resource Video Walls.
16. Planar Displays.
17. QSC Processor and Video Endpoints.
18. Sound Tube Ceiling Speakers.
19. Tascam Blue-Ray Player.
20. Tvone Videowall Processor and Input/Output module.
21. Owner to provide Workstations.

Division 31 - Earthwork

A. Qualifications
    1. Proof rolling the bottom of the basement pit only.
    2. 6" stone drainage layer with a 20mil vapor barrier (manufacturer approved taped joints).
B. Exclusions
    1. 20mil vapor barrier with welded joints.
    2. Option 1 and Option 2 sub grade prep per the Geotech report.

Division 31 - Shoring

A. Qualifications
    1. Soil Nails and shotcrete system provided along the North, East, and West of the building. Cantilever Soldier Piles and shotcrete system along the South of the building due to the proximity of FM 455 (Walnut Street). Soils nails will be utilized and extend beyond the property line along Colorado Street.
    2. Includes engineering.
    3. Integral OSHA fall protection guardrail is included.
B. Exclusions
    1. Three-way agreement for installation of soil nails along Colorado Street.

Division 32 – Exterior Improvements

A. Qualifications
    1. P-1, P-2, and P-3 pavers have been included as stamped concrete per 01/21/25 Cost workshop approved VE.
    2. P-4 Porcelain Pavers 24"x48"x3/4" On Grid Loc/Manhattan HP5004 Color/Standard Finish
    3. W-1 Wood Tiles IPE On Versa Adjust Pedestal System 24"x24"x1 ¾"/Natural Color
    4. Turf Hanover Gridloc Pedestals and turf system
    5. Irrigation meter size – 1 1/2"
    6. Roof planter drainage included as terminating at roof and sheet flowing to drain.
B. Exclusions
    1. P-4 Porcelain Pavers specification color does not come in a 24"x24"x3/4". Base Bid included 24"x48"x3/4".
    2. Sand joints in the pavers on the roof installed on top of the pedestal pavers.
    3. Irrigation Booster Pump
    4. Shrubs at Electrical Gear.
    5. Additional trees at Colorado street. An additional $775 plus mark-ups would be required if desired.

6. Engineering or Delegated design of any kind. Excluded per Constructability Review Sessions.

C. Allowances
    1. Import of Topsoil Allowance of $65,000.

Division 33 - Utilities

A. Exclusions
    1. All site utilities are carried within Garage scope of work. None carried within building scope. Except for final tie ins.

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4. Allowance Summary

The following allowances are currently included within the estimate. Add detail about definition of allowances as necessary.

#	Description	Qty	UM	Unit Price	Total Price
1	Note 13.03.E on S-004	20	Tons	$3,256.50	$65,130
2	Fero-Fast System Alternative	625	EA	$250	$156,250
3	Theming Allowance	1	LS	$100,000	$100,000
4	Temperature Control for Concrete	1	LS	$65,000	$65,000
5	Topsoil Import Allowance	1	LS	$65,000	$65,000
6	Allowance for Markerboards	1	LS	$10,900	$10,900
7	Tread supports not shown	1	LS	$5,000	$5,000
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
	Total Value of Allowances				**$467,280**

5. List of Additive Alternates (not included)

1. Hot Applied Waterproofing on Roof - $114,522.
2. Lighting at Exterior Canopies - $331,300.
3. WMP-1 and Circular Fixtures at Multipurpose Room - $174,308.
4. Bathtub-Type under slab waterproofing at Basement level - $196,197.
5. Additional below grade sub-soil drainage within building footprint - $74,664.
6. Additional Electrical Floor Boxes - $122,783.
7. Etching for Glass Railing Budget - $219.600.
8. Stain at Mass Timber Elements - $27,450.
9. Allowance for Murals - $54,900.

SWINERTON

TAB 4

ACCEPTED VE LOG

Accepted VE

Discipline	Sheet/Spec Ref	VE SCOPE	Progress	Cost Savings	Garage or Building
Arch	Elevator	Option A - Change passenger elevators from 4000 lb, 500 fpm to 3500 lb and 200 fpm.	Additional to Option B	$ (120,000.00)	Building
Arch	Elevator	Option B - Change the two passenger elevators to TK EOX, *3500 lb, 350 fpm* , in lieu of the TK Elevation 200, *4,000 lb, 500 fpm* .		$ (100,000.00)	Building
General	General	Construction moved up to May		$ (1,000,000.00)	Building
Arch	Kitchen Equipment	Remove Warming Kitchen Equipment	Alternate #8	$ (51,500.00)	Building
Fire Suppression	Pre- Action	Remove Pre-Action System	Alternate #11	$ (10,500.00)	Building
Arch	Window Shades	Remove Sun Shades at South Elevation	Alternate #12	$ (40,000.00)	Building
Arch	Glass Film	Remove Glass Film from office Storefronts	Alternate #18	$ (10,000.00)	Building
Arch	074213 - 2.05	Where MCM Wall Panels are called out at atrium, parapet and columns, remove the thermoplastic material and z-clip systems as specified (074213 - 2.05), and install over 18 ga. hat channels. And include MCM Wall Panels throughout at standard colors in lieu		$ (32,500.00)	Building
Arch	Masonry	Alternate Brick to reduce costs - Building		$ (180,000.00)	Building
Arch	Masonry	Alternate Brick to reduce costs - Garage	Confirmed we have 3-4 Weeks to Decide	$ (90,000.00)	Garage
Mechanical	Diffusers	Change 4"x22" Diffusers back to round type. Keep only in the Story Time	ROM Currently	$ (18,750.00)	Building
Arch	Concrete Pavers	Stamped Concrete in Lieu of Pavers at Secret Garden	ROM Currently	$ (35,000.00)	Building
Electrical	Cable Tray	Bundling in lieu of Cable Tray		$ (50,000.00)	Building
Electrical	Tele Data Conduit	Reduce the Amount of the Data Conduit by 335 lf - J-hooks in accessible Ceilings		$ (40,000.00)	Building
	Total			$ (1,778,250.00)	

Deductive Alternates

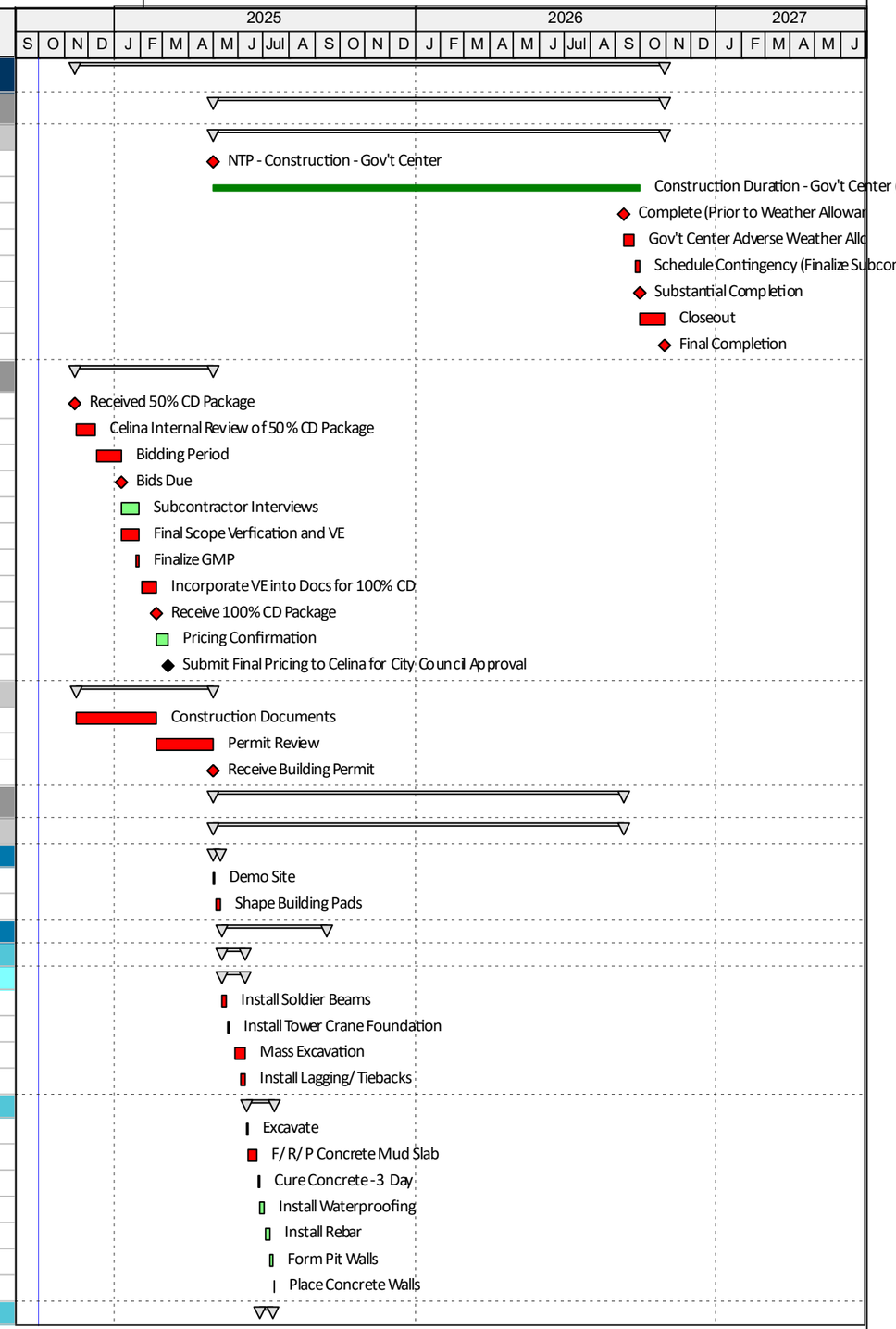
Arch	Landscape	Code required only Landscaping at Ground Level	$ (196,100.00)	Building
Arch	Site Furnishings	Remove Site Furnishings to be Purchased later	$ (270,000.00)	Building
Arch	Canopies	Remove Canopies at Rooftop	$ (113,400.00)	Building
Arch	Landscape	Remove Landscaping Scope on Rooftop	$ (40,500.00)	Building
Arch	Shade Sails	Remove Shade Sails at Ground Level	$ (40,500.00)	Building
Audio Visual	LV Budget	Remove Half of the Atmospheric AV at the Story Time	$ (100,000.00)	Building
Audio Visual	LV Budget	Remove the AV Mobile Carts	$ (150,000.00)	Building
Audio Visual	LV Budget	Keep only minimal AV at the 13 Meeting Rooms	$ (89,600.00)	Building
Audio Visual	LV Budget	Reduce Monitors at Multipurpose Rooms by 1/4	$ (96,000.00)	Building
Arch	Landscape	Remove Reading Terrace at Ground Level	$ (40,000.00)	Building
Arch	Lighting Sculptures	Remove Lighting Sculptures at Ground Level (Steel and Fixtures)	$ (225,000.00)	Building
Parking	Parking Guidance	Remove Parking Counter at Garage	$ (180,000.00)	Garage
Arch	Plaster	EIFS in lieu of Plaster at Mural Walls	$ (18,000.00)	Building
Arch	Glass Railings	Cable Railings in lieu of Glass Railings on the Interior	$ (170,000.00)	Building
Arch	Ceiling Baffles	Reduce Ceiling Baffles to 100% DD counts	$ (162,000.00)	Building
Arch	Elevators	Change Service Elevator to P-Lam Finish in lieu of Stainless Steel	$ (7,000.00)	Building
Electrical	Furniture Whips	Reduce Furniture Whips on 2nd and 3rd Floor By Half	$ (21,600.00)	Building
Electrical	Floor Boxes	Reduce Floor Boxes in Employee Pantry	$ (6,750.00)	Building
Arch	Wall Baffles	Reduce Wall Baffles to 100% DD Counts	$ (28,663.20)	Building
	Total		$ (1,955,113.20)	



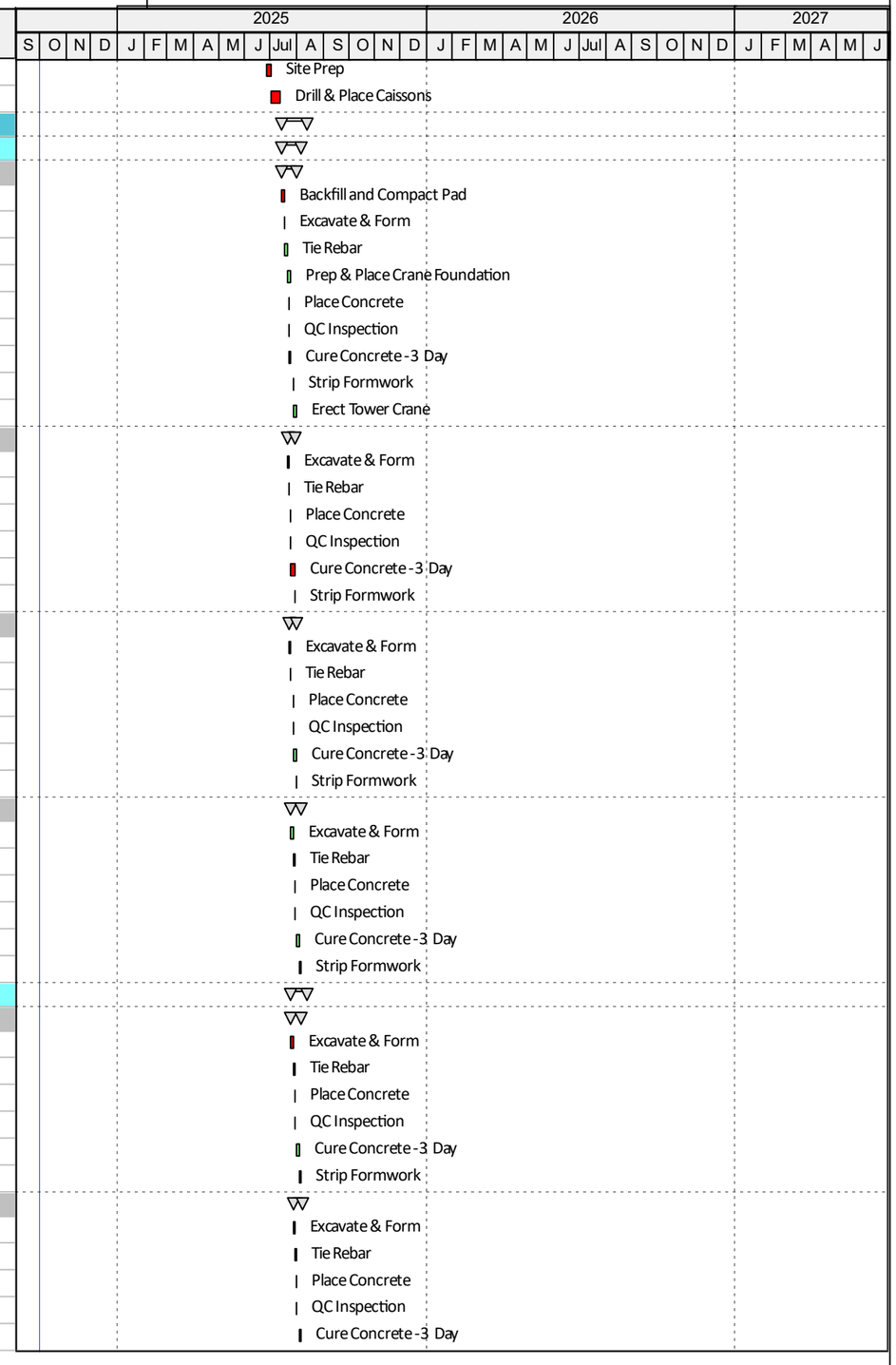
TAB 5

SCHEDULE

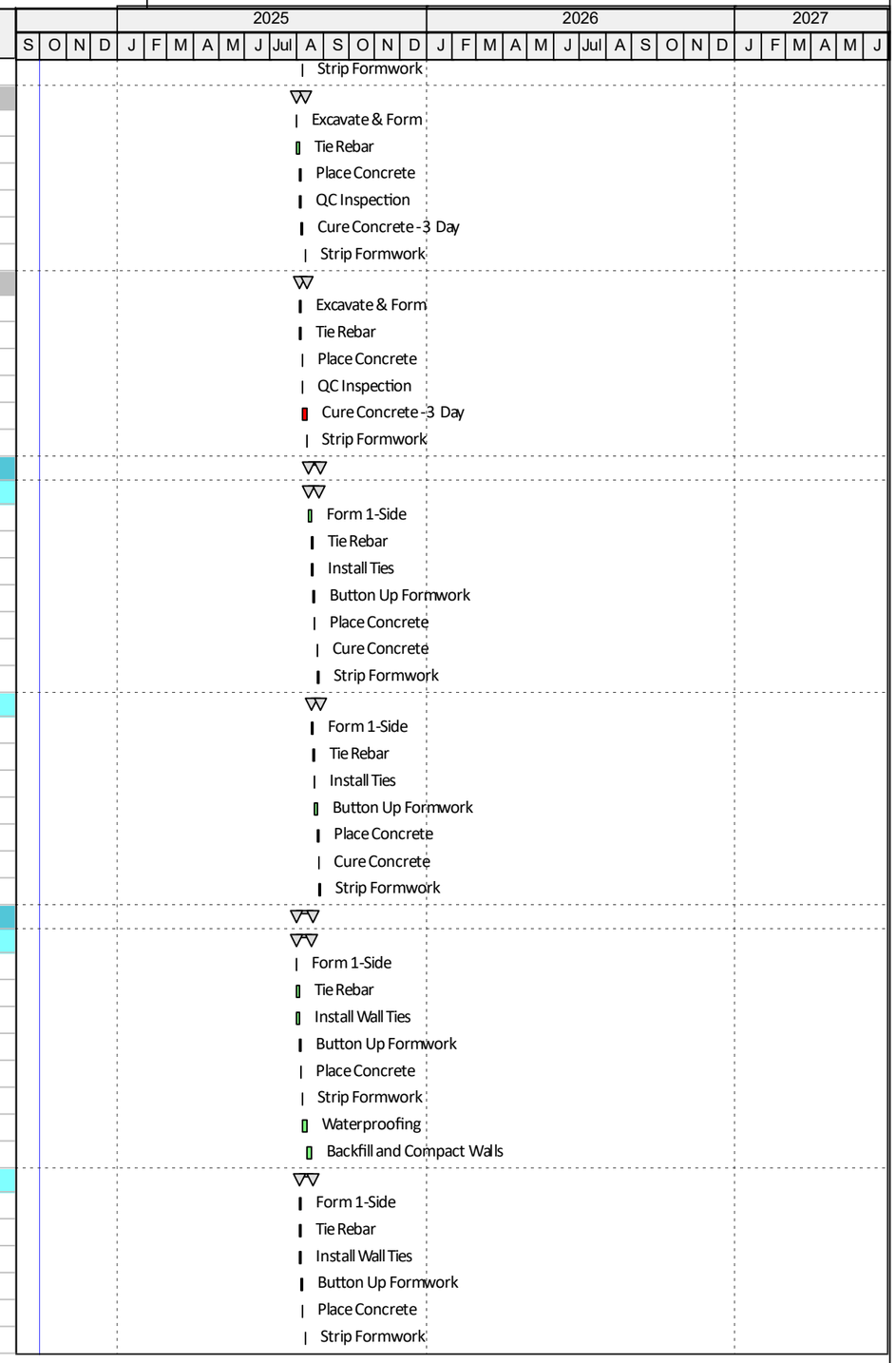
Activity ID	Activity Name	Duration	Start	Finish
Celina Government Center - B00A				
Summary and Milestones (Cal. Days UON)				
Project Requirements				
SUM-1050	NTP - Construction - Gov't Center	0	01-May-25	
SUM-1040	Construction Duration - Gov't Center (Cal. Days)	518	01-May-25	30-Sep-26
SUM-1060	Complete (Prior to Weather Allowance)	0		10-Sep-26
SUM-1070	Gov't Center Adverse Weather Allowance (Work Days)	10	11-Sep-26	24-Sep-26
SUM-1080	Schedule Contingency (Finalize Subcontractor Input) (Work Days)	4	25-Sep-26	30-Sep-26
SUM-1090	Substantial Completion	0		30-Sep-26
SUM-1100	Closeout	30	01-Oct-26	30-Oct-26
SUM-1110	Final Completion	0		30-Oct-26
Preconstruction (Cal. Days UON)				
PREC-1030	Received 50% CD Package	0		14-Nov-24*
PREC-1050	Celina Internal Review of 50% CD Package	15	15-Nov-24	09-Dec-24
PREC-1100	Bidding Period	20	10-Dec-24	09-Jan-25
PREC-1110	Bids Due	0		09-Jan-25
PREC-1120	Subcontractor Interviews	15	10-Jan-25	31-Jan-25
PREC-1130	Final Scope Verfication and VE	15	10-Jan-25	31-Jan-25
PREC-1140	Finalize GMP	5	27-Jan-25	31-Jan-25
PREC-1150	Incorporate VE into Docs for 100% CD	13	03-Feb-25	20-Feb-25
PREC-1160	Receive 100% CD Package	0		20-Feb-25
PREC-1170	Pricing Confirmation	11	21-Feb-25	07-Mar-25
PREC-1180	Submit Final Pricing to Celina for City Council Approval	0		07-Mar-25
Government Center				
PREC-1060	Construction Documents	98	15-Nov-24	20-Feb-25
PREC-1090	Permit Review	49	21-Feb-25	30-Apr-25
PREC-1070	Receive Building Permit	0		30-Apr-25
Construction (Work Days UON)				
Building				
Site Prep & Demo				
CIV-2100	Demo Site	2	01-May-25	02-May-25
CIV-2080	Shape Building Pads	5	05-May-25	09-May-25
Substructure				
Earthwork/Excavation				
Level B1				
SUB-2000	Install Soldier Beams	5	12-May-25	16-May-25
SUB-2910	Install Tower Crane Foundation	2	19-May-25	20-May-25
SUB-2020	Mass Excavation	10	27-May-25	09-Jun-25
SUB-2010	Install Lagging/ Tiebacks	5	03-Jun-25	09-Jun-25
Elevator / Pits				
SUB-3230	Excavate	3	10-Jun-25	12-Jun-25
SUB-3240	F/R/P Concrete Mud Slab	7	13-Jun-25	23-Jun-25
SUB-3250	Cure Concrete - 3 Day	3	24-Jun-25	26-Jun-25
SUB-3300	Install Waterproofing	4	27-Jun-25	02-Jul-25
SUB-3310	Install Rebar	3	03-Jul-25	08-Jul-25
SUB-3320	Form Pit Walls	3	09-Jul-25	11-Jul-25
SUB-3330	Place Concrete Walls	1	14-Jul-25	14-Jul-25
Deep Foundations				



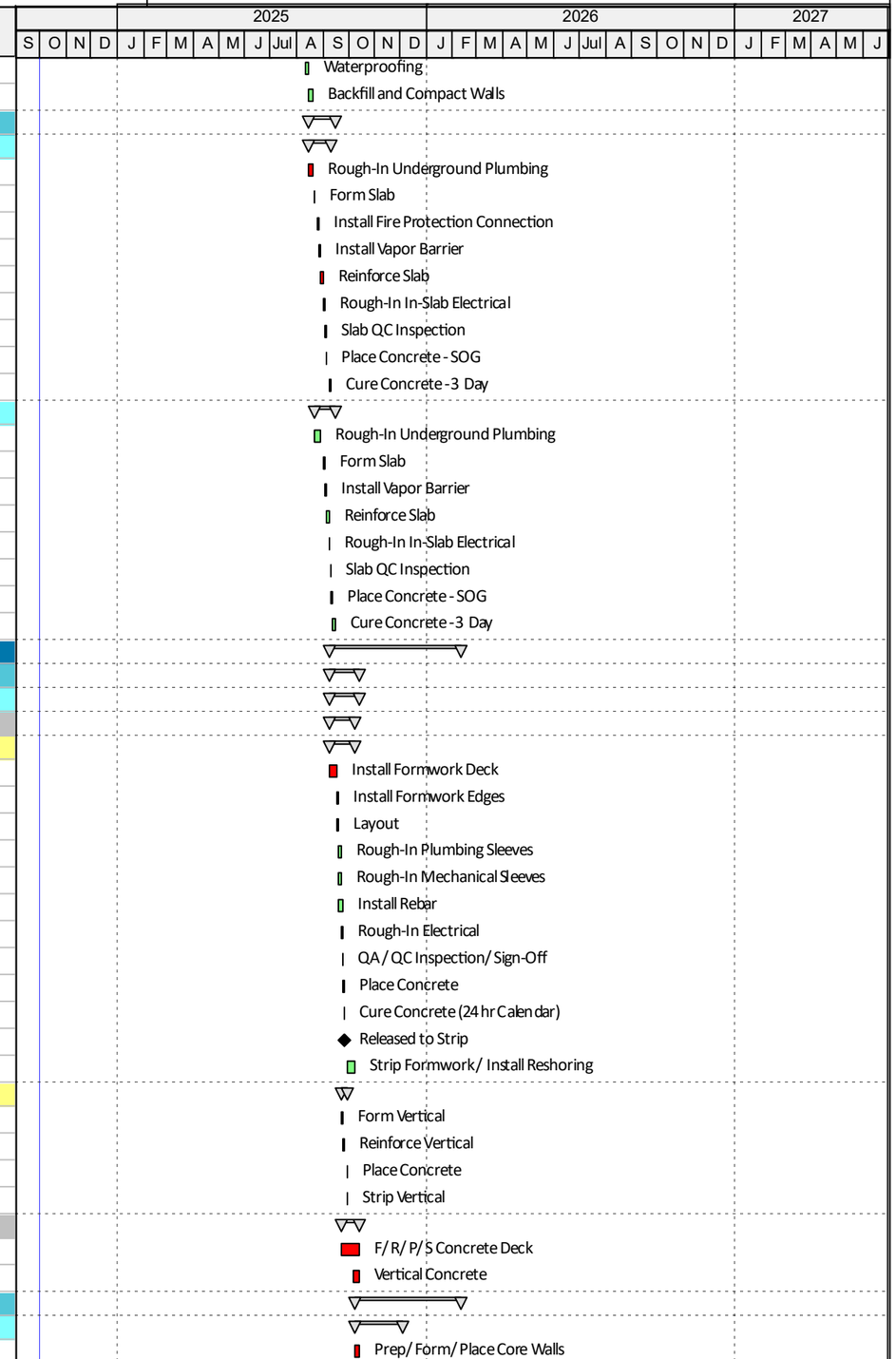
Activity ID	Activity Name	Duration	Start	Finish
SIT-2050	Site Prep	3	27-Jun-25	01-Jul-25
FND-2710	Drill & Place Caissons	7	02-Jul-25	11-Jul-25
Foundations				
Pier Caps				
Pier Caps Placement 01 (10ea)				
FND-2010	Backfill and Compact Pad	5	14-Jul-25	18-Jul-25
FND-2030	Excavate & Form	2	17-Jul-25	18-Jul-25
FND-2040	Tie Rebar	2	18-Jul-25	21-Jul-25
FND-2050	Prep & Place Crane Foundation	5	21-Jul-25	25-Jul-25
FND-2080	Place Concrete	1	22-Jul-25	22-Jul-25
FND-2090	QC Inspection	1	22-Jul-25	22-Jul-25
FND-2100	Cure Concrete - 3 Day	3	23-Jul-25	25-Jul-25
FND-2130	Strip Formwork	1	28-Jul-25	28-Jul-25
FND-2170	Erect Tower Crane	3	29-Jul-25	31-Jul-25
Pier Caps Placement 02 (10ea)				
FND-2060	Excavate & Form	2	21-Jul-25	22-Jul-25
FND-2070	Tie Rebar	2	22-Jul-25	23-Jul-25
FND-2110	Place Concrete	1	24-Jul-25	24-Jul-25
FND-2120	QC Inspection	1	24-Jul-25	24-Jul-25
FND-2150	Cure Concrete - 3 Day	3	25-Jul-25	29-Jul-25
FND-2250	Strip Formwork	1	30-Jul-25	30-Jul-25
Pier Caps Placement 03 (10ea)				
FND-2140	Excavate & Form	2	23-Jul-25	24-Jul-25
FND-2180	Tie Rebar	2	24-Jul-25	25-Jul-25
FND-2230	Place Concrete	1	28-Jul-25	28-Jul-25
FND-2240	QC Inspection	1	28-Jul-25	28-Jul-25
FND-2290	Cure Concrete - 3 Day	3	29-Jul-25	31-Jul-25
FND-2340	Strip Formwork	1	01-Aug-25	01-Aug-25
Pier Caps Placement 04 (10ea)				
FND-2200	Excavate & Form	2	25-Jul-25	28-Jul-25
FND-2220	Tie Rebar	2	28-Jul-25	29-Jul-25
FND-2320	Place Concrete	1	30-Jul-25	30-Jul-25
FND-2330	QC Inspection	1	30-Jul-25	30-Jul-25
FND-2390	Cure Concrete - 3 Day	3	31-Jul-25	04-Aug-25
FND-2470	Strip Formwork	1	05-Aug-25	05-Aug-25
Grade Beams				
Grade Beams Placement 01				
FND-2160	Excavate & Form	2	25-Jul-25	28-Jul-25
FND-2190	Tie Rebar	2	28-Jul-25	29-Jul-25
FND-2260	Place Concrete	1	30-Jul-25	30-Jul-25
FND-2270	QC Inspection	1	30-Jul-25	30-Jul-25
FND-2300	Cure Concrete - 3 Day	3	31-Jul-25	04-Aug-25
FND-2350	Strip Formwork	1	05-Aug-25	05-Aug-25
Grade Beams Placement 02				
FND-2210	Excavate & Form	2	29-Jul-25	30-Jul-25
FND-2280	Tie Rebar	2	30-Jul-25	31-Jul-25
FND-2370	Place Concrete	1	01-Aug-25	01-Aug-25
FND-2380	QC Inspection	1	01-Aug-25	01-Aug-25
FND-2400	Cure Concrete - 3 Day	3	04-Aug-25	06-Aug-25



Activity ID	Activity Name	Duration	Start	Finish
FND-2500	Strip Formwork	1	07-Aug-25	07-Aug-25
Grade Beams Placement 03				
FND-2310	Excavate & Form	2	31-Jul-25	01-Aug-25
FND-2360	Tie Rebar	2	01-Aug-25	04-Aug-25
FND-2420	Place Concrete	1	05-Aug-25	05-Aug-25
FND-2430	QC Inspection	1	05-Aug-25	05-Aug-25
FND-2450	Cure Concrete - 3 Day	3	06-Aug-25	08-Aug-25
FND-2480	Strip Formwork	1	11-Aug-25	11-Aug-25
Grade Beams Placement 04				
FND-2410	Excavate & Form	2	04-Aug-25	05-Aug-25
FND-2440	Tie Rebar	2	05-Aug-25	06-Aug-25
FND-2510	Place Concrete	1	07-Aug-25	07-Aug-25
FND-2520	QC Inspection	1	07-Aug-25	07-Aug-25
FND-2540	Cure Concrete - 3 Day	3	08-Aug-25	12-Aug-25
FND-2630	Strip Formwork	1	13-Aug-25	13-Aug-25
Level B1 (Vertical Concrete)				
Level B1 - Area 1				
SUB-2250	Form 1-Side	3	14-Aug-25	18-Aug-25
SUB-2260	Tie Rebar	2	18-Aug-25	19-Aug-25
SUB-2280	Install Ties	2	19-Aug-25	20-Aug-25
SUB-2300	Button Up Formwork	2	20-Aug-25	21-Aug-25
SUB-2340	Place Concrete	1	22-Aug-25	22-Aug-25
SUB-2350	Cure Concrete	1	25-Aug-25	25-Aug-25
SUB-2380	Strip Formwork	2	26-Aug-25	27-Aug-25
Level B1 - Area 2				
SUB-2390	Form 1-Side	3	18-Aug-25	20-Aug-25
SUB-2430	Tie Rebar	2	20-Aug-25	21-Aug-25
SUB-2460	Install Ties	2	21-Aug-25	22-Aug-25
SUB-2480	Button Up Formwork	2	22-Aug-25	25-Aug-25
SUB-2530	Place Concrete	1	26-Aug-25	26-Aug-25
SUB-2540	Cure Concrete	1	27-Aug-25	27-Aug-25
SUB-2560	Strip Formwork	2	28-Aug-25	29-Aug-25
Perimeter Cast-In-Place Walls				
B1 Wall Placement 01 (~110lf)				
CIPW-2110	Form 1-Side	2	31-Jul-25	01-Aug-25
CIPW-2130	Tie Rebar	2	01-Aug-25	04-Aug-25
CIPW-2140	Install Wall Ties	2	01-Aug-25	04-Aug-25
CIPW-2170	Button Up Formwork	2	04-Aug-25	05-Aug-25
CIPW-2220	Place Concrete	1	06-Aug-25	06-Aug-25
CIPW-2240	Strip Formwork	1	07-Aug-25	07-Aug-25
CIPW-2260	Waterproofing	3	08-Aug-25	12-Aug-25
CIPW-2300	Backfill and Compact Walls	4	13-Aug-25	18-Aug-25
B1 Wall Placement 02 (~110lf)				
CIPW-2180	Form 1-Side	2	04-Aug-25	05-Aug-25
CIPW-2200	Tie Rebar	2	05-Aug-25	06-Aug-25
CIPW-2210	Install Wall Ties	2	05-Aug-25	06-Aug-25
CIPW-2230	Button Up Formwork	2	06-Aug-25	07-Aug-25
CIPW-2270	Place Concrete	1	08-Aug-25	08-Aug-25
CIPW-2280	Strip Formwork	1	11-Aug-25	11-Aug-25



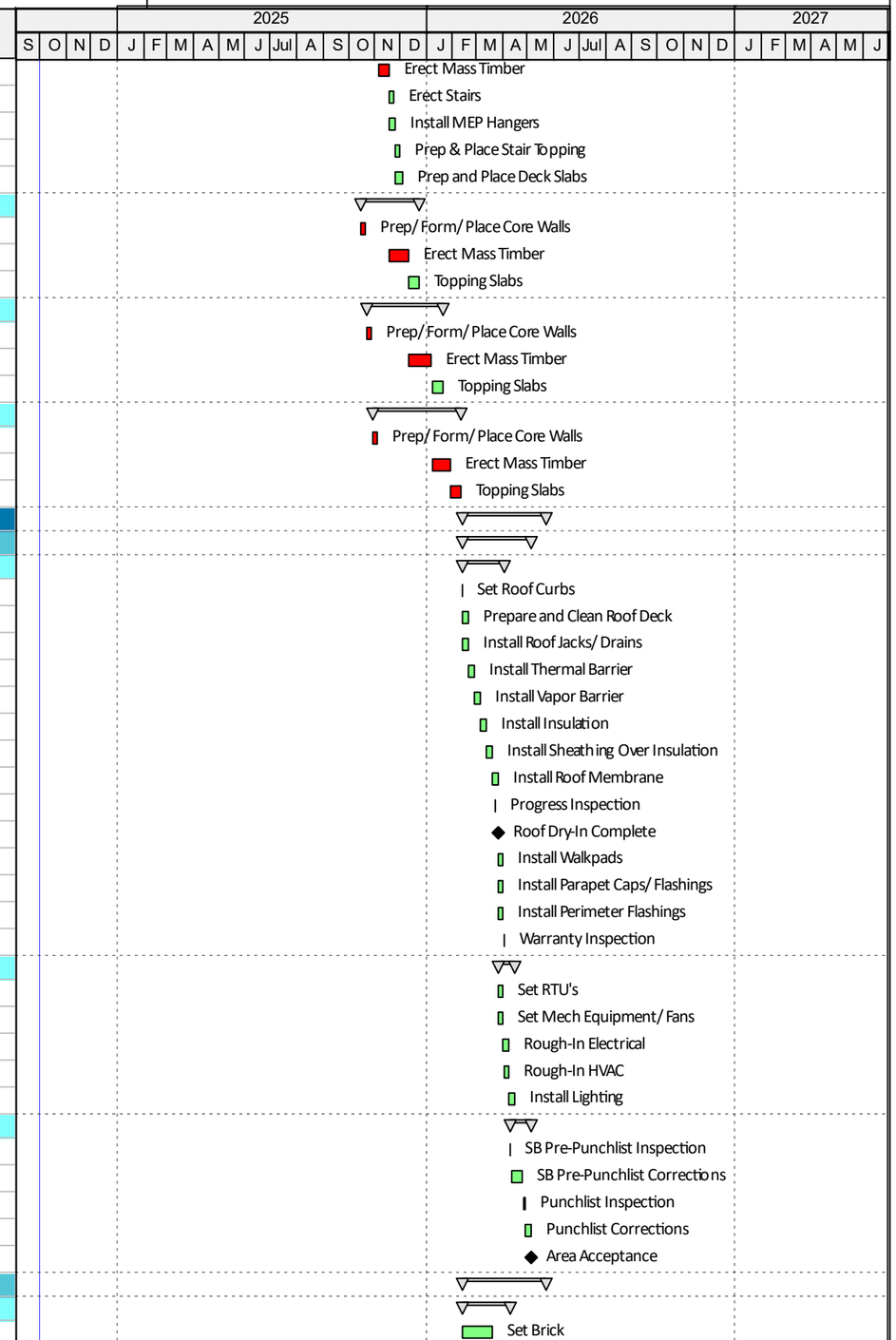
Activity ID	Activity Name	Duration	Start	Finish
CIPW-2290	Waterproofing	3	12-Aug-25	14-Aug-25
CIPW-2310	Backfill and Compact Walls	4	15-Aug-25	20-Aug-25
Slab on Grade				
SOG Area 01 (~13,000sf)				
SOG-2000	Rough-In Underground Plumbing	5	14-Aug-25	20-Aug-25
SOG-2010	Form Slab	2	21-Aug-25	22-Aug-25
SOG-2020	Install Fire Protection Connection	3	25-Aug-25	27-Aug-25
SOG-2060	Install Vapor Barrier	1	28-Aug-25	28-Aug-25
SOG-2070	Reinforce Slab	2	29-Aug-25	02-Sep-25
SOG-2080	Rough-In In-Slab Electrical	2	02-Sep-25	03-Sep-25
SOG-2100	Slab QC Inspection	1	04-Sep-25	04-Sep-25
SOG-2120	Place Concrete - SOG	1	05-Sep-25	05-Sep-25
SOG-2130	Cure Concrete - 3 Day	3	08-Sep-25	10-Sep-25
SOG Area 02 (~13,000sf)				
SOG-2030	Rough-In Underground Plumbing	7	21-Aug-25	29-Aug-25
SOG-2040	Form Slab	2	02-Sep-25	03-Sep-25
SOG-2050	Install Vapor Barrier	1	04-Sep-25	04-Sep-25
SOG-2090	Reinforce Slab	2	05-Sep-25	08-Sep-25
SOG-2110	Rough-In In-Slab Electrical	2	08-Sep-25	09-Sep-25
SOG-2140	Slab QC Inspection	1	10-Sep-25	10-Sep-25
SOG-2150	Place Concrete - SOG	1	11-Sep-25	11-Sep-25
SOG-2160	Cure Concrete - 3 Day	3	12-Sep-25	16-Sep-25
Superstructure				
CIP Concrete				
Level 02				
Placement 01				
Horizontal				
OF_ST_09_P1	Install Formwork Deck	8	08-Sep-25	17-Sep-25
OF_ST_09_P1	Install Formwork Edges	2	17-Sep-25	18-Sep-25
OF_ST_09_P1	Layout	2	17-Sep-25	18-Sep-25
OF_ST_09_P1	Rough-In Plumbing Sleeves	3	19-Sep-25	23-Sep-25
OF_ST_09_P1	Rough-In Mechanical Sleeves	3	19-Sep-25	23-Sep-25
OF_ST_09_P1	Install Rebar	4	19-Sep-25	24-Sep-25
OF_ST_09_P1	Rough-In Electrical	3	22-Sep-25	24-Sep-25
OF_ST_09_P1	QA/QC Inspection/ Sign-Off	1	24-Sep-25	24-Sep-25
OF_ST_09_P1	Place Concrete	1	25-Sep-25	25-Sep-25
OF_ST_09_P1	Cure Concrete (24 hr Calendar)	1	26-Sep-25	26-Sep-25
OF_ST_09_P1	Released to Strip	0		26-Sep-25
OF_ST_09_P1	Strip Formwork/ Install Reshoring	9	29-Sep-25	09-Oct-25
Vertical				
A9390	Form Vertical	2	23-Sep-25	24-Sep-25
A9400	Reinforce Vertical	2	25-Sep-25	26-Sep-25
A9410	Place Concrete	1	29-Sep-25	29-Sep-25
A9420	Strip Vertical	1	30-Sep-25	30-Sep-25
Placement 02				
A9700	F/R/P/S Concrete Deck	16	22-Sep-25	13-Oct-25
A9710	Vertical Concrete	6	07-Oct-25	14-Oct-25
Mass Timber				
Level 02				
VRT-2010	Prep/ Form/ Place Core Walls	5	08-Oct-25	14-Oct-25



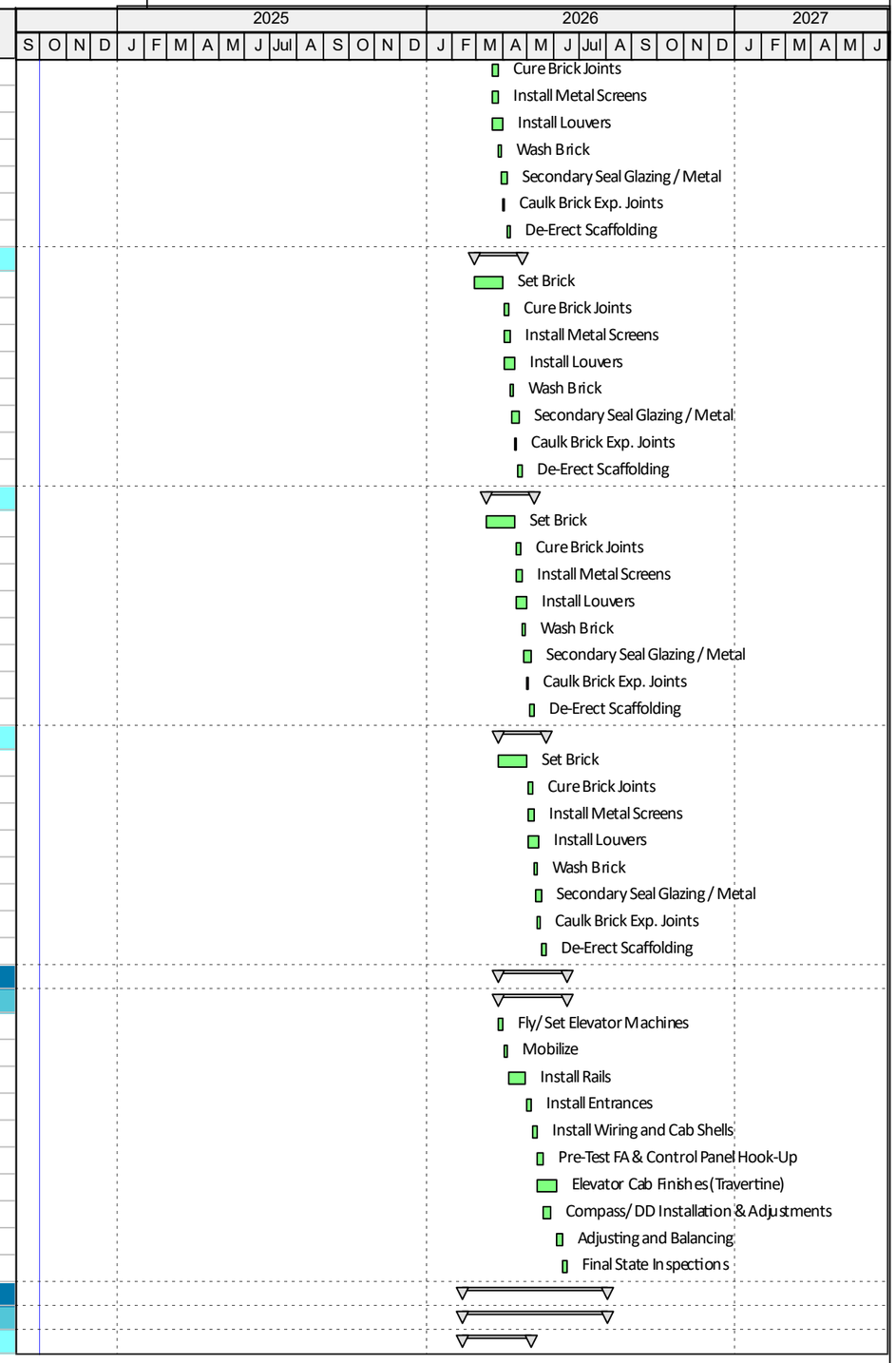
◆ Milestone — Summary — Critical Work — Near Critical (1<5 TF)

◆ Critical Milestone — Remaining Work — Actual Work — Near Critical (6<10 TF)

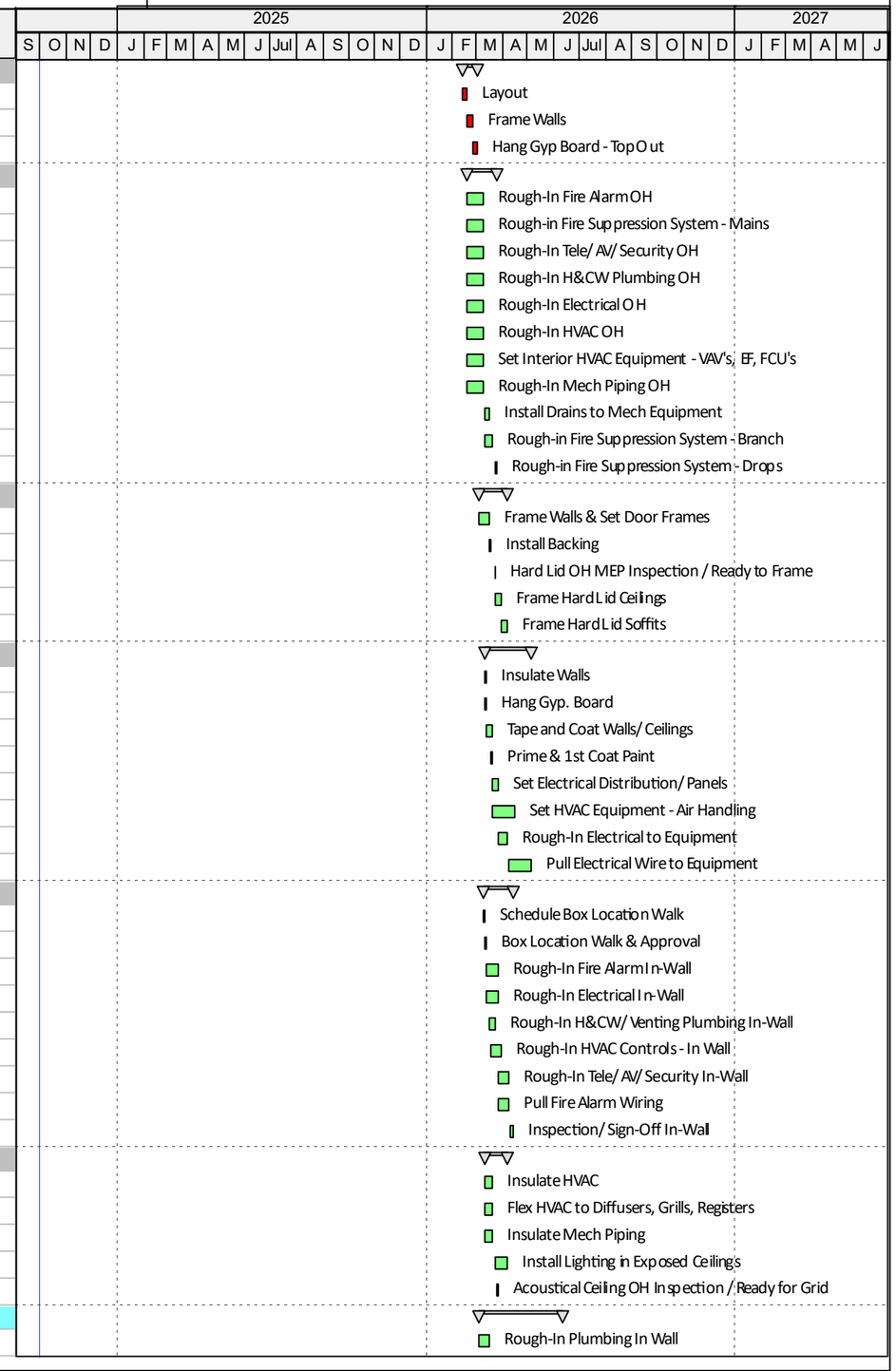
Activity ID	Activity Name	Duration	Start	Finish
STL-2000	Erect Mass Timber	10	05-Nov-25	18-Nov-25
VRT-2140	Erect Stairs	4	19-Nov-25	24-Nov-25
DDP-2020	Install MEP Hangers	5	19-Nov-25	25-Nov-25
VRT-2280	Prep & Place Stair Topping	3	25-Nov-25	01-Dec-25
DDP-2080	Prep and Place Deck Slabs	4	26-Nov-25	03-Dec-25
Level 03				
VRT-2290	Prep/ Form/ Place Core Walls	5	15-Oct-25	21-Oct-25
VRT-2330	Erect Mass Timber	15	19-Nov-25	11-Dec-25
VRT-2340	Topping Slabs	9	12-Dec-25	24-Dec-25
Level 04 - Roof Deck				
VRT-2300	Prep/ Form/ Place Core Walls	5	22-Oct-25	28-Oct-25
VRT-2390	Erect Mass Timber	15	12-Dec-25	07-Jan-26
VRT-2400	Topping Slabs	9	08-Jan-26	21-Jan-26
Level 05 - Roof Top				
VRT-2310	Prep/ Form/ Place Core Walls	5	29-Oct-25	04-Nov-25
VRT-2370	Erect Mass Timber	15	08-Jan-26	29-Jan-26
VRT-2380	Topping Slabs	9	30-Jan-26	11-Feb-26
Enclosure				
Roof				
Roofing System				
ROOF-1000	Set Roof Curbs	2	12-Feb-26	13-Feb-26
ROOF-1010	Prepare and Clean Roof Deck	5	12-Feb-26	19-Feb-26
ROOF-1020	Install Roof Jacks/ Drains	5	12-Feb-26	19-Feb-26
ROOF-1030	Install Thermal Barrier	5	20-Feb-26	26-Feb-26
ROOF-1040	Install Vapor Barrier	5	27-Feb-26	05-Mar-26
ROOF-1050	Install Insulation	5	06-Mar-26	12-Mar-26
ROOF-1060	Install Sheathing Over Insulation	5	13-Mar-26	19-Mar-26
ROOF-1070	Install Roof Membrane	5	20-Mar-26	26-Mar-26
ROOF-1080	Progress Inspection	1	24-Mar-26	24-Mar-26
ROOF-1090	Roof Dry-In Complete	0		26-Mar-26
ROOF-1100	Install Walkpads	5	27-Mar-26	02-Apr-26
ROOF-1110	Install Parapet Caps/ Flashings	5	27-Mar-26	02-Apr-26
ROOF-1120	Install Perimeter Flashings	5	27-Mar-26	02-Apr-26
ROOF-1130	Warranty Inspection	1	03-Apr-26	03-Apr-26
Rough-In				
RF_MEP-1010	Set RTU's	4	27-Mar-26	01-Apr-26
RF_MEP-1000	Set Mech Equipment/ Fans	5	27-Mar-26	02-Apr-26
RF_MEP-1020	Rough-In Electrical	5	02-Apr-26	08-Apr-26
RF_MEP-1030	Rough-In HVAC	5	03-Apr-26	09-Apr-26
RF_MEP-1040	Install Lighting	5	09-Apr-26	15-Apr-26
Punchlist				
RF_PUN-1000	SB Pre-Punchlist Inspection	1	10-Apr-26	10-Apr-26
RF_PUN-1010	SB Pre-Punchlist Corrections	10	13-Apr-26	24-Apr-26
RF_PUN-1020	Punchlist Inspection	1	27-Apr-26	27-Apr-26
RF_PUN-1030	Punchlist Corrections	5	28-Apr-26	04-May-26
RF_PUN-1040	Area Acceptance	0		04-May-26
Skin				
South Elevation				
RE_EXTEL-3060	Set Brick	25	12-Feb-26	19-Mar-26



Activity ID	Activity Name	Duration	Start	Finish
RE_EXTEL-3120	Cure Brick Joints	7	20-Mar-26	26-Mar-26
RE_EXTEL-3100	Install Metal Screens	6	20-Mar-26	27-Mar-26
RE_EXTEL-3110	Install Louvers	10	20-Mar-26	02-Apr-26
RE_EXTEL-3130	Wash Brick	3	27-Mar-26	31-Mar-26
RE_EXTEL-3170	Secondary Seal Glazing / Metal	6	30-Mar-26	06-Apr-26
RE_EXTEL-3180	Caulk Brick Exp. Joints	3	01-Apr-26	03-Apr-26
RE_EXTEL-3230	De-Erect Scaffolding	5	06-Apr-26	10-Apr-26
West Elevation				
RE_EXTEL-3070	Set Brick	25	27-Feb-26	02-Apr-26
RE_EXTEL-3160	Cure Brick Joints	7	03-Apr-26	09-Apr-26
RE_EXTEL-3140	Install Metal Screens	6	03-Apr-26	10-Apr-26
RE_EXTEL-3150	Install Louvers	10	03-Apr-26	16-Apr-26
RE_EXTEL-3190	Wash Brick	3	10-Apr-26	14-Apr-26
RE_EXTEL-3240	Secondary Seal Glazing / Metal	6	13-Apr-26	20-Apr-26
RE_EXTEL-3250	Caulk Brick Exp. Joints	3	15-Apr-26	17-Apr-26
RE_EXTEL-3300	De-Erect Scaffolding	5	20-Apr-26	24-Apr-26
North Elevation				
RE_EXTEL-3080	Set Brick	25	13-Mar-26	16-Apr-26
RE_EXTEL-3220	Cure Brick Joints	7	17-Apr-26	23-Apr-26
RE_EXTEL-3200	Install Metal Screens	6	17-Apr-26	24-Apr-26
RE_EXTEL-3210	Install Louvers	10	17-Apr-26	30-Apr-26
RE_EXTEL-3260	Wash Brick	3	24-Apr-26	28-Apr-26
RE_EXTEL-3310	Secondary Seal Glazing / Metal	6	27-Apr-26	04-May-26
RE_EXTEL-3320	Caulk Brick Exp. Joints	3	29-Apr-26	01-May-26
RE_EXTEL-3340	De-Erect Scaffolding	5	04-May-26	08-May-26
East Elevation				
RE_EXTEL-3090	Set Brick	25	27-Mar-26	30-Apr-26
RE_EXTEL-3290	Cure Brick Joints	7	01-May-26	07-May-26
RE_EXTEL-3270	Install Metal Screens	6	01-May-26	08-May-26
RE_EXTEL-3280	Install Louvers	10	01-May-26	14-May-26
RE_EXTEL-3330	Wash Brick	3	08-May-26	12-May-26
RE_EXTEL-3350	Secondary Seal Glazing / Metal	6	11-May-26	18-May-26
RE_EXTEL-3360	Caulk Brick Exp. Joints	3	13-May-26	15-May-26
RE_EXTEL-3370	De-Erect Scaffolding	5	18-May-26	22-May-26
Vertical Transportation				
Elevators				
OF_ELV-2340	Fly/ Set Elevator Machines	5	27-Mar-26	02-Apr-26
OF_ELV-2350	Mobilize	3	03-Apr-26	07-Apr-26
OF_ELV-2360	Install Rails	15	08-Apr-26	28-Apr-26
OF_ELV-2370	Install Entrances	5	29-Apr-26	05-May-26
OF_ELV-2380	Install Wiring and Cab Shells	5	06-May-26	12-May-26
OF_ELV-2400	Pre-Test FA & Control Panel Hook-Up	5	13-May-26	19-May-26
OF_ELV-2390	Elevator Cab Finishes (Travertine)	15	13-May-26	03-Jun-26
OF_ELV-2410	Compass/ DD Installation & Adjustments	5	20-May-26	27-May-26
OF_ELV-2420	Adjusting and Balancing	5	04-Jun-26	10-Jun-26
OF_ELV-2430	Final State Inspections	5	11-Jun-26	17-Jun-26
Interiors				
Level 01- Typical Floor Buildout				
Framing and Rough-In				

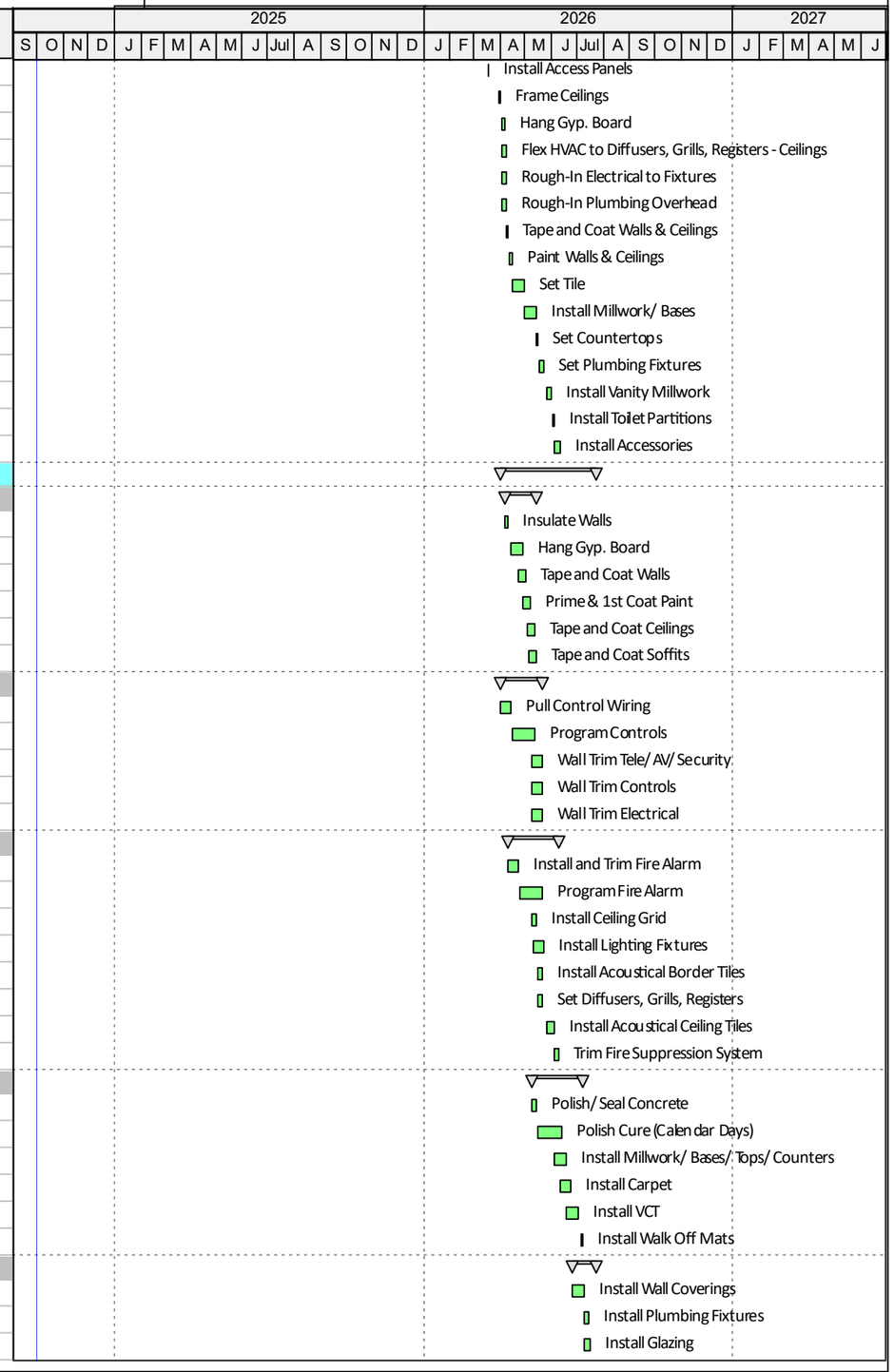


Activity ID	Activity Name	Duration	Start	Finish
Priority Areas				
INT_LV01-112	Layout	3	12-Feb-26	17-Feb-26
INT_LV01-121	Frame Walls	5	18-Feb-26	24-Feb-26
INT_LV01-124	Hang Gyp Board - Top Out	5	25-Feb-26	03-Mar-26
Overhead Rough-In				
INT_LV01-113	Rough-In Fire Alarm OH	15	18-Feb-26	10-Mar-26
INT_LV01-114	Rough-in Fire Suppression System - Mains	15	18-Feb-26	10-Mar-26
INT_LV01-115	Rough-In Tele/ AV/ Security OH	15	18-Feb-26	10-Mar-26
INT_LV01-116	Rough-In H&CW Plumbing OH	15	18-Feb-26	10-Mar-26
INT_LV01-117	Rough-In Electrical OH	15	18-Feb-26	10-Mar-26
INT_LV01-118	Rough-In HVAC OH	15	18-Feb-26	10-Mar-26
INT_LV01-119	Set Interior HVAC Equipment - VAV's, EF, FCU's	15	18-Feb-26	10-Mar-26
INT_LV01-120	Rough-In Mech Piping OH	15	18-Feb-26	10-Mar-26
INT_LV01-126	Install Drains to Mech Equipment	4	11-Mar-26	16-Mar-26
INT_LV01-128	Rough-in Fire Suppression System - Branch	8	11-Mar-26	20-Mar-26
INT_LV01-141	Rough-in Fire Suppression System - Drops	3	23-Mar-26	25-Mar-26
Framing				
INT_LV01-127	Frame Walls & Set Door Frames	10	04-Mar-26	17-Mar-26
INT_LV01-140	Install Backing	3	16-Mar-26	18-Mar-26
INT_LV01-154	Hard Lid OH MEP Inspection / Ready to Frame	1	23-Mar-26	23-Mar-26
INT_LV01-142	Frame Hard Lid Ceilings	5	24-Mar-26	30-Mar-26
INT_LV01-148	Frame Hard Lid Soffits	5	31-Mar-26	06-Apr-26
Elect/ Mech Rooms				
INT_LV01-132	Insulate Walls	2	11-Mar-26	12-Mar-26
INT_LV01-133	Hang Gyp. Board	3	11-Mar-26	13-Mar-26
INT_LV01-134	Tape and Coat Walls/ Ceilings	5	13-Mar-26	19-Mar-26
INT_LV01-137	Prime & 1st Coat Paint	2	18-Mar-26	19-Mar-26
INT_LV01-138	Set Electrical Distribution/ Panels	5	20-Mar-26	26-Mar-26
INT_LV01-139	Set HVAC Equipment - Air Handling	20	20-Mar-26	16-Apr-26
INT_LV01-146	Rough-In Electrical to Equipment	8	27-Mar-26	07-Apr-26
INT_LV01-151	Pull Electrical Wire to Equipment	20	08-Apr-26	05-May-26
In Wall Rough-In				
INT_LV01-195	Schedule Box Location Walk	3	09-Mar-26	11-Mar-26
INT_LV01-196	Box Location Walk & Approval	1	12-Mar-26	12-Mar-26
INT_LV01-144	Rough-In Fire Alarm In-Wall	10	13-Mar-26	26-Mar-26
INT_LV01-147	Rough-In Electrical In-Wall	10	13-Mar-26	26-Mar-26
INT_LV01-136	Rough-In H&CW/ Venting Plumbing In-Wall	7	16-Mar-26	24-Mar-26
INT_LV01-143	Rough-In HVAC Controls - In Wall	10	18-Mar-26	31-Mar-26
INT_LV01-145	Rough-In Tele/ AV/ Security In-Wall	10	27-Mar-26	09-Apr-26
INT_LV01-152	Pull Fire Alarm Wiring	10	27-Mar-26	09-Apr-26
INT_LV01-158	Inspection/ Sign-Off In-Wall	2	10-Apr-26	13-Apr-26
Ceiling Rough-In				
INT_LV01-129	Insulate HVAC	8	11-Mar-26	20-Mar-26
INT_LV01-149	Flex HVAC to Diffusers, Grills, Registers	8	11-Mar-26	20-Mar-26
INT_LV01-131	Insulate Mech Piping	8	11-Mar-26	20-Mar-26
INT_LV01-155	Install Lighting in Exposed Ceilings	10	24-Mar-26	06-Apr-26
INT_LV01-153	Acoustical Ceiling OH Inspection / Ready for Grid	1	26-Mar-26	26-Mar-26
Bathrooms				
INT_LV01-1020	Rough-In Plumbing In Wall	10	04-Mar-26	17-Mar-26



◆ Milestone — Summary — Critical Work — Near Critical (1<5 TF)
◆ Critical Milestone — Remaining Work — Actual Work — Near Critical (6<10 TF)

Activity ID	Activity Name	Duration	Start	Finish
INT_LV01-1060	Install Access Panels	1	18-Mar-26	18-Mar-26
INT_LV01-1010	Frame Ceilings	3	31-Mar-26	02-Apr-26
INT_LV01-1080	Hang Gyp. Board	3	03-Apr-26	07-Apr-26
INT_LV01-1030	Flex HVAC to Diffusers, Grills, Registers - Ceilings	5	03-Apr-26	09-Apr-26
INT_LV01-1040	Rough-In Electrical to Fixtures	5	03-Apr-26	09-Apr-26
INT_LV01-1050	Rough-In Plumbing Overhead	5	03-Apr-26	09-Apr-26
INT_LV01-1090	Tape and Coat Walls & Ceilings	3	08-Apr-26	10-Apr-26
INT_LV01-1100	Paint Walls & Ceilings	3	13-Apr-26	15-Apr-26
INT_LV01-1110	Set Tile	10	16-Apr-26	29-Apr-26
INT_LV01-1970	Install Millwork/ Bases	10	30-Apr-26	13-May-26
INT_LV01-1220	Set Countertops	2	14-May-26	15-May-26
INT_LV01-1230	Set Plumbing Fixtures	5	18-May-26	22-May-26
INT_LV01-1250	Install Vanity Millwork	5	26-May-26	01-Jun-26
INT_LV01-1300	Install Toilet Partitions	3	02-Jun-26	04-Jun-26
INT_LV01-1350	Install Accessories	5	05-Jun-26	11-Jun-26
Finishes				
Paint and Drywall				
INT_LV01-159	Insulate Walls	5	06-Apr-26	10-Apr-26
INT_LV01-160	Hang Gyp. Board	10	14-Apr-26	27-Apr-26
INT_LV01-161	Tape and Coat Walls	7	23-Apr-26	01-May-26
INT_LV01-163	Prime & 1st Coat Paint	8	28-Apr-26	07-May-26
INT_LV01-164	Tape and Coat Ceilings	7	04-May-26	12-May-26
INT_LV01-171	Tape and Coat Soffits	7	05-May-26	13-May-26
Wall Trim				
INT_LV01-150	Pull Control Wiring	10	01-Apr-26	14-Apr-26
INT_LV01-156	Program Controls	20	15-Apr-26	12-May-26
INT_LV01-165	Wall Trim Tele/ AV/ Security	10	08-May-26	21-May-26
INT_LV01-166	Wall Trim Controls	10	08-May-26	21-May-26
INT_LV01-167	Wall Trim Electrical	10	08-May-26	21-May-26
Acoustical Ceilings				
INT_LV01-157	Install and Trim Fire Alarm	10	10-Apr-26	23-Apr-26
INT_LV01-162	Program Fire Alarm	20	24-Apr-26	21-May-26
INT_LV01-169	Install Ceiling Grid	5	08-May-26	14-May-26
INT_LV01-170	Install Lighting Fixtures	10	11-May-26	22-May-26
INT_LV01-173	Install Acoustical Border Tiles	5	15-May-26	21-May-26
INT_LV01-174	Set Diffusers, Grills, Registers	5	15-May-26	21-May-26
INT_LV01-175	Install Acoustical Ceiling Tiles	8	26-May-26	04-Jun-26
INT_LV01-177	Trim Fire Suppression System	3	05-Jun-26	09-Jun-26
Flooring				
INT_LV01-168	Polish/ Seal Concrete	5	08-May-26	14-May-26
INT_LV01-172	Polish Cure (Calendar Days)	30	15-May-26	13-Jun-26
INT_LV01-176	Install Millwork/ Bases/ Tops/ Counters	10	05-Jun-26	18-Jun-26
INT_LV01-178	Install Carpet	10	11-Jun-26	24-Jun-26
INT_LV01-179	Install VCT	10	19-Jun-26	02-Jul-26
INT_LV01-181	Install Walk Off Mats	3	06-Jul-26	08-Jul-26
Finish and Commissioning				
INT_LV01-180	Install Wall Coverings	10	25-Jun-26	09-Jul-26
INT_LV01-184	Install Plumbing Fixtures	3	10-Jul-26	14-Jul-26
INT_LV01-182	Install Glazing	5	10-Jul-26	16-Jul-26



Activity ID	Activity Name	Duration	Start	Finish
INT_LV01-183	Final Coat Paint	5	10-Jul-26	16-Jul-26
INT_LV01-185	Swing Doors	5	15-Jul-26	21-Jul-26
INT_LV01-187	Install Window Furnishings	3	17-Jul-26	21-Jul-26
INT_LV01-188	Install Appliances	3	17-Jul-26	21-Jul-26
INT_LV01-190	Install Door Hardware	3	22-Jul-26	24-Jul-26
Punchlist				
INT_LV01-1860	SB Pre-Punchlist Inspection	1	17-Jul-26	17-Jul-26
INT_LV01-1890	SB Pre-Punchlist Corrections	2	20-Jul-26	21-Jul-26
INT_LV01-1920	Final Punchlist Inspection	1	27-Jul-26	27-Jul-26
INT_LV01-1930	Final Punchlist Corrections	5	28-Jul-26	03-Aug-26
INT_LV01-1940	Area Final Acceptance	0		03-Aug-26
Rough-Ins				
A9720	Rough-In - Level02	45	04-Mar-26	05-May-26
A9730	Rough-In - Level03	45	18-Mar-26	19-May-26
A9750	Rough-In - Level04	40	01-Apr-26	27-May-26
Finishes				
A9740	Finishes - Level 02	45	06-May-26	09-Jul-26
A9760	Finishes - Level 03	45	20-May-26	23-Jul-26
A9780	Finishes - Level 04	42	28-May-26	27-Jul-26
Startup, Testing, Inspections				
A9800	Startup, Testing, Inspections	35	23-Jul-26	10-Sep-26
Site Hardscape/ Landscaping				
Horizontal Concrete Areas				
SEAST-1150	Install Irrigation Sleeves	3	26-May-26	28-May-26
SEAST-1160	Layout Curb/ Gutter	3	29-May-26	02-Jun-26
SEAST-1170	Layout Lighting	2	03-Jun-26	04-Jun-26
SEAST-1180	Trench for Lighting	4	05-Jun-26	10-Jun-26
SEAST-1190	Install Foundations for Lighting	7	11-Jun-26	19-Jun-26
SEAST-1200	Lighting Bases	5	22-Jun-26	26-Jun-26
SEAST-1210	Form and Prep Curb/ Gutter	10	29-Jun-26	13-Jul-26
SEAST-1220	Install Irrigation	8	14-Jul-26	23-Jul-26
SEAST-1230	Prep and Place Sidewalks	15	14-Jul-26	03-Aug-26
SEAST-1270	Landscape Areas	25	24-Jul-26	27-Aug-26
SEAST-1240	Install Bases and Signage	5	04-Aug-26	10-Aug-26
SEAST-1250	Install Light Fixtures	5	04-Aug-26	10-Aug-26
SEAST-1260	Install Site Accessories	5	11-Aug-26	17-Aug-26





Traci Petersen
Sr. Project Manager

904.501.5500
Traci.Petersen@swinerton.com

SWINERTON

2200 Main St.,
Suite 300 Dallas, TX 75201
swinerton.com

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:	February 11, 2025
Re:	Cost Share Agreement with Parks at Wilson Creek for wastewater and waterline oversizing, Sunset Pkwy, and Roseland Pkwy

Action Requested:
Consider and act to authorize a cost share agreement with the Parks at Wilson Creek for the oversizing of a waterline from 8-inch to 18-inch, the oversizing of a wastewater line from an 18-inch to 24-inch, the construction of E Sunset Boulevard extending from Roseland Parkway to Deer Park Way, and the construction of Roseland Parkway from E Sunset Boulevard to Big Bend Lane in an amount not to exceed $5,528,817.65 (Glasgow)

Background Information:
The City has requested the Parks at Wilson Creek development (PAWC) assist in the construction of multiple city projects within their development. The proposed agreement will facilitate the cost share of the improvements requested. The proposed agreement covers four different projects.

The first two projects are related to the construction of the roadways adjacent to Wilson Creek Park. PAWC is constructing one-half of the ultimate roadway for both sections of E Sunset Boulevard and Roseland Parkway per the development agreement. As part of the park development, the city is obligated to construct the remaining two lanes of Roseland Parkway from E Sunset Boulevard to the northern edge of Wilson Creek Park Phase 1 and the remaining two lanes of E Sunset Boulevard from Roseland Parkway to the western edge of Wilson Creek Park Phase 1.

PAWC has agreed to design and construct the city's required roadway obligations as part of their project to improve both the price of construction and minimize the impact on adjacent residents. By constructing all sections together, the roadways will be complete before residents move into the adjacent neighborhoods. The cost of the first project for two lanes of E Sunset

Boulevard extending from Roseland Parkway to Deer Park Way (west end of Phase 1) is $1,033,732.64. The cost of the second project for two lanes of Roseland Parkway extending from E Sunset Boulevard to Big Bend Lane (north end of Phase 1) of Wilson Creek Park is $3,063,840.65.

The third project is related to water improvements. The City's 2030 water master plan outlines the need for an eighteen-inch (18") waterline from the Collin County Outer Loop to Sunset Boulevard. PAWC is currently constructing phase 2 north of the Outer Loop with an eight-inch (8") waterline through the residential streets. To install the eighteen-inch (18") waterline as outlined in the 2030 master plan, the City requested Parks at Wilson Creek to increase the size of the eight-inch (8") waterline to an eighteen-inch (18"). This waterline will connect to the proposed eighteen-inch (18") waterline at the Rayburn Electric Cooperative site to the existing 18" water line at Sunset Blvd. The cost of the waterline upsizing is $1,411,377.36.

The fourth project is related to wastewater improvements. Similarly, the City requested a 300-ft segment of wastewater to be upsized from an eighteen-inch (18") to a twenty-four-inch (24") along Deer Park Way to Sunset Boulevard to meet the City's 2030 wastewater master plan. The cost of the wastewater upsizing is $19,867.00.

The total cost for all improvements and utilities upsizing is $5,528,817.65.

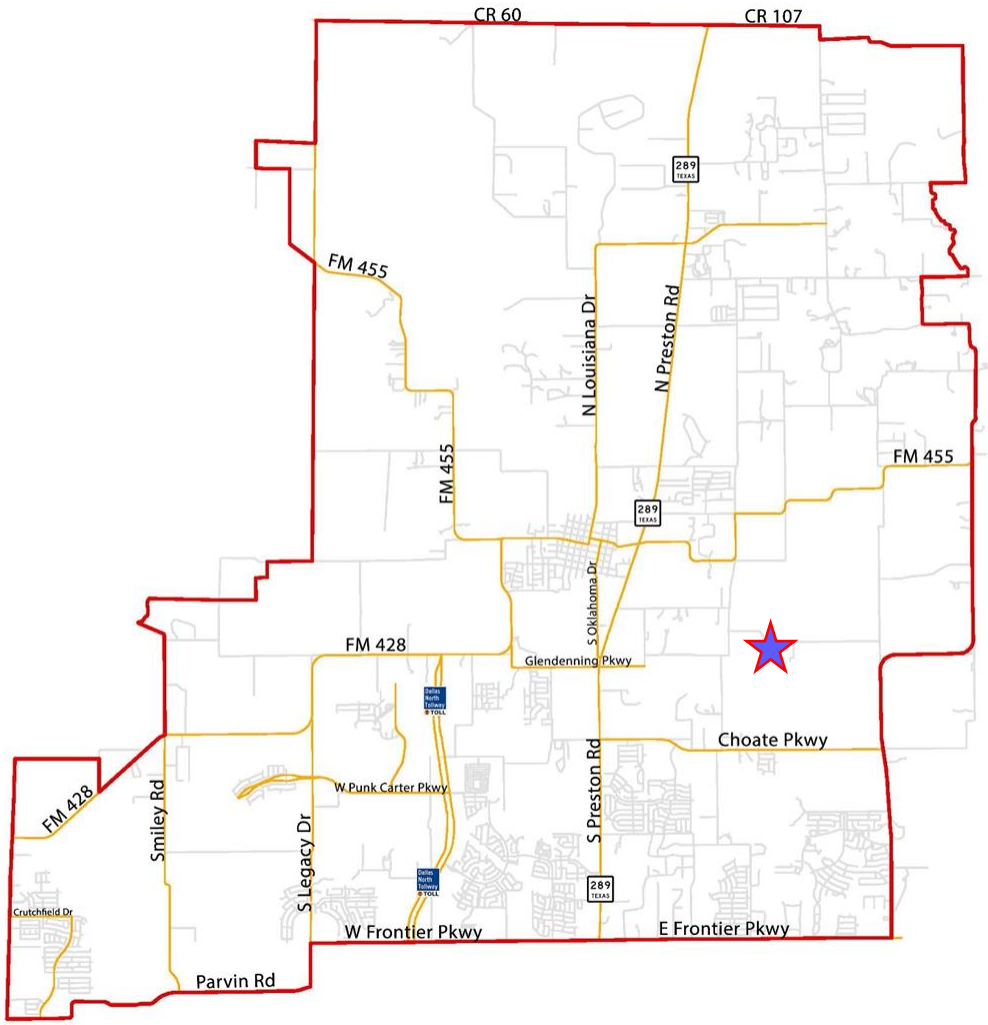
Legal Review:
Legal has reviewed and approved the attached agreement.

Supporting Documents:
1. LOCATION MAP
2. Cost Sharing Agreement - The Parks 02.05.25
3. PAWC Cost Share Agreement Presentation

Financial Consideration:
Funding is available through bonds. Expenditure 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.

LOCATION MAP



COST SHARING AGREEMENT
FOR ROADWAY, WATERLINE AND SANITARY SEWER IMPROVEMENTS

THIS COST SHARING AGREEMENT FOR ROADWAY, WATERLINE AND SANITARY SEWER IMPROVEMENTS (herein this "Agreement"), is made and entered into this ____ day of _____, 2025 (the "Effective Date"), between the City of Celina, Texas, a Texas home-rule municipality (the "City"), and The Parks at Wilson Creek, L.P., a Texas limited partnership (which may include an affiliate, the "Developer"). The City and Developer are each a "Party" and collectively, the "Parties".

WHEREAS, City and Developer entered into that certain Amended and Restated Development Agreement (as amended from time to time, including by those certain instruments recorded at 20191021001322210, 20210923001945090 and 2023000005051, the "Development Agreement") dated September 9, 2015, and recorded as Instrument No. 2015917001181966 in the Official Public Records of Collin County, Texas; and

WHEREAS, Developer is currently developing Phase 2 ("Phase 2") of The Parks at Wilson Creek subdivision (the "Subdivision") as generally depicted in Exhibit A, attached and incorporated as if fully set forth herein, located in Celina, Collin County, Texas; and

WHEREAS, Phase 3 ("Phase 3") of the Subdivision, as generally depicted in Exhibit B, attached and incorporated as if fully set forth herein, is currently being designed for development (Phase 2 and Phase 3 are collectively referred to herein as the "Property"); and

WHEREAS, the Roseland Boulevard and Sunset Boulevard improvements, to be constructed within Phase 2, limited to Roseland Boulevard north of Sunset Boulevard but including storm sewer, water line, water line oversizing from 8" to 18" and paving, as more particularly depicted in Exhibit B, attached hereto and incorporated herein (collectively, the "Phase 2 Roadway Improvements"), will be constructed to serve the Property; and

WHEREAS, the waterline improvements, including the oversizing from 8" to 18" south of Sunset Boulevard (the "Waterline Improvements"), and the oversizing of the sanitary sewer line (the "Sewer Improvements"), each as more particularly depicted in Exhibit B, attached hereto and incorporated herein, will be constructed to serve the Property; and

WHEREAS, the Roseland Boulevard improvements, including storm sewer, water line, water line oversizing from 8" to 18" and paving (collectively, the "Phase 3 Roadway Improvements"), to be constructed within Phase 3, as more particularly depicted in Exhibit B, attached hereto and incorporated herein, will be constructed to serve the Property; and

WHEREAS, Developer intends to design and construct the Phase 2 Roadway Improvements, the Waterline Improvements, the Sewer Improvements and the Phase 3 Roadway Improvements (collectively, the "Improvements") in order to serve the Property, subject to reimbursement by the City for costs of the Improvements as set forth in this Agreement as to 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 Improvements and Reimbursement. The construction of the Improvements shall be divided into four portions, in accordance with this Section, and costs shall be reimbursed subject to the terms and provisions of this Agreement.

(a) Phase 2 Roadway Improvements. Developer shall design and construct the Phase 2 Roadway Improvements at its sole cost and expense, subject to the terms of this Agreement. The Phase 2 Roadway Improvements shall include the construction of four lanes of Roseland Boulevard within Phase 2 and two lanes of Sunset Boulevard within Phase 2. As provided in the Development Agreement, the City shall reimburse the Developer for the actual cost of constructing one half of the four lanes of Roseland Boulevard within Phase 2, plus twenty (20) percent of the actual cost for the City's half for soft cost reimbursement, therewith, on a thirty (30) day construction draw basis. The actual cost of constructing the two lanes of Sunset Boulevard within Phase 2, plus twenty (20) percent of the actual construction costs for soft cost reimbursement (collectively, the "City's Cost Share of Sunset"), shall be reimbursed to the Developer through the Sunset Boulevard Construction Funds (as defined in the Development Agreement). If the Sunset Boulevard Construction Funds are not sufficient to fully reimburse the City's Cost Share of Sunset, the remainder costs shall be paid by reimbursement from capital recovery fees beginning three (3) months after final City acceptance of Sunset Boulevard but with a minimum annual payment of one-sixth of the City's Cost Share of Sunset in the manner set forth in the Development Agreement. Construction of the Phase 2 Roadway Improvements shall be subject to final acceptance by the City.

(b) Waterline Improvements. Developer shall design and construct the Waterline Improvements at its sole cost and expense, subject to the terms of this Agreement. Developer shall increase the size of the eight (8) inch waterline within the Property to an eighteen (18) inch water line, which shall be constructed as depicted in Exhibit B. The City shall reimburse the Developer for the actual cost of increasing the size of the waterline within the Property to an eighteen (18) inch water line, plus the design cost of $50,000 (collectively, the "City's Cost Share of Waterline Improvements"), therewith, on a thirty (30) day construction draw basis. Construction of the Waterline Improvements shall be subject to final acceptance by the City.

(c) Sewer Improvements. Developer shall design and construct the Sewer Improvements at its sole cost and expense, subject to the terms of this Agreement. Developer shall increase the size of the eighteen (18) inch sanitary

sewer line within the Property to a twenty-four (24) inch sanitary sewer line, which shall be constructed as depicted in Exhibit B. Developer shall increase the size of the sanitary sewer from station SO-C 1+60 to Station 4+69 in the Phase 2 civil plans. The City shall reimburse Developer for the actual cost of increasing the size of the sanitary sewer line within the Property to a twenty-four (24) inch sanitary sewer line, plus twenty (20) percent of the actual cost for soft cost reimbursement (collectively, the "City's Cost Share of Sewer Improvements"), shall be paid by reimbursement from capital recovery fees on a quarterly basis beginning three (3) months after final City acceptance of the Sewer Improvements .

(d) Phase 3 Roadway Improvements. Developer shall design and construct the Phase 3 Roadway Improvements at its sole cost and expense, subject to the terms of this Agreement. As provided in the Development Agreement, the City shall reimburse the Developer for the actual cost of constructing the Phase 3 Roadway Improvements, plus twenty (20) percent of the actual cost for the City's half for soft cost reimbursement therewith, on a thirty (30) day construction draw basis. Construction of the Phase 3 Roadway Improvements shall be subject to final acceptance by the City.

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 the Developer 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 Improvement Costs.

(a) Developer has provided the City with an opinion of probable cost for the construction of the Improvements for the City's initial approval, as shown in Exhibit C, attached hereto and incorporated herein. Developer will furnish the City with invoices every (30) days substantiating the Improvements costs that Developer 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 Improvements ("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 Developer

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 4, for reimbursement in the manner provided herein. If any funds related to the construction of Sunset Boulevard are required to be paid as a reimbursement of capital recovery fees, the reimbursement of costs shall not begin until three (3) months after final City acceptance of Sunset Boulevard.

(b) Developer hereby warrants and represents to the City that all bidding and purchasing for construction of the Improvements shall comply with state law and all applicable City ordinances and regulations.

5. Right of Way for the Improvements.

(a) Upon completion of construction and acceptance of the Improvements, the Improvements shall be owned and maintained by the City.

(b) The Developer agrees to obtain all third-party rights-of-way, consents, or easements, required for the Improvements. If, however, the Developer 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 the Property. Developer 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 Improvements wherever it crosses private property owned or controlled by them, respectively. The City grants Developer permission to construct the Improvements wherever the Improvements crosses or parallels any public utility easement, street or property owned or controlled by the City. Design of the Improvements shall begin no later than six (6) months from the Effective Date.

7. Compliance with City Regulations; City Approval and Acceptance. The Improvements shall be designed by Developer 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 Improvements are constructed in accordance with approved engineering plans and specifications. Upon Improvements Completion, the 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 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. Developer shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Improvements.

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; Developer agrees that in the event that a court determines all or a portion of this Agreement is unenforceable, Developer shall have the option to discontinue further work on the Improvements and if the Improvements has 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 Improvements which may have been constructed shall become the property of the City for all purposes and Developer shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section, or portion of the Improvements. The City shall not be liable for any costs expended by Developer prior to the court's decision. Should Developer 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. DEVELOPER 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 CONSTRUCTION OPERATIONS PERFORMED UNDER THE TERMS OF THIS AGREEMENT; AND DEVELOPER 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. DEVELOPER 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. 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:

11. 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 Improvements for its portion of the Offsite Portion Costs, and (b) the date of Roadway Completion.

12. General Provisions.

(a) Conflicts. In the event of any conflicts between this Agreement and the Development Agreement, this Agreement shall control, except as otherwise expressly agreed to in writing by the Parties.

(b) 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.

(c) 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 Parks at Wilson Creek Development Agreement and applicable amendments), 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.

(d) 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.

(e) 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.

(f) Warranties/Representations. All warranties, representations and covenants made by Developer in this Agreement or in any certificate or other instrument delivered by 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.

(g) Conveyances. All conveyances required herein shall be made in a form reasonably acceptable to City and free and clear of any and all encumbrances.

(h) 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.

EXECUTED by the City and Developer 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 _____, 2025, 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

DEVELOPER:

THE PARKS AT WILSON CREEK, L.P.,
a Texas limited partnership

By: _____
James J. Melino,
Authorized Representative

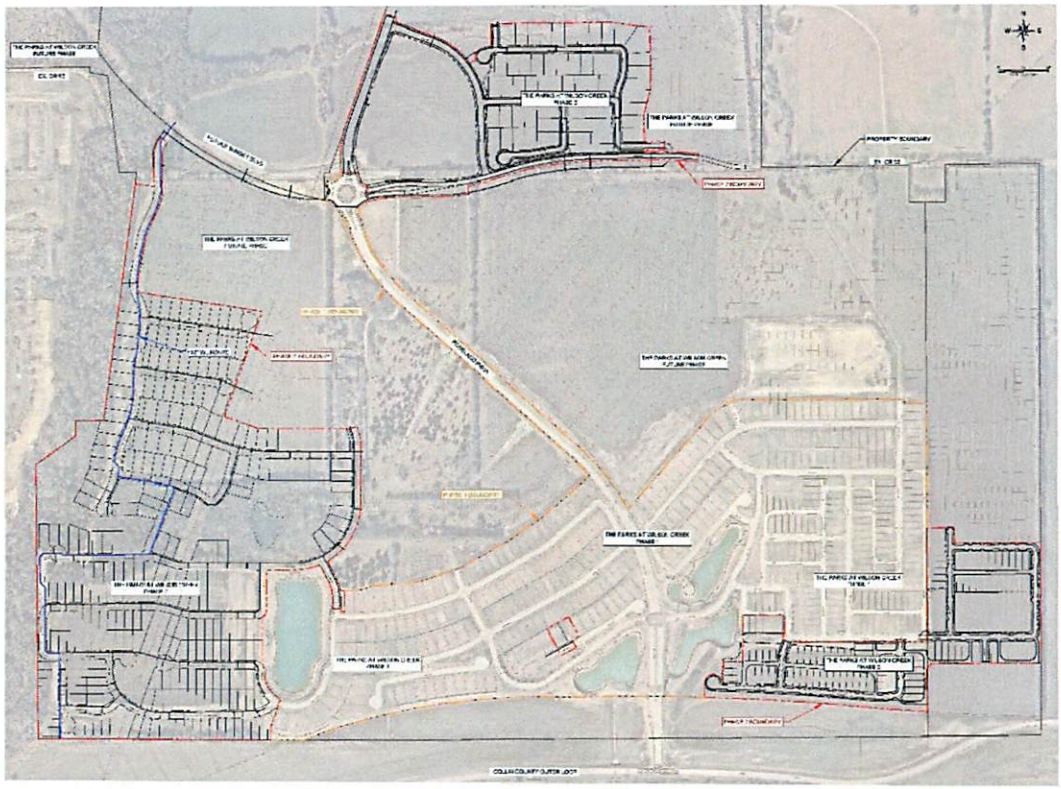
STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of February, 2025, by James J. Melino, Authorized Representative on behalf of The Parks at Wilson Creek, L.P., a Texas limited partnership.

KELSEY ULRICH
Notary ID #133863336
My Commission Expires
July 18, 2026

_____
Notary Public in and for the State of Texas

EXHIBIT A
PROPERTY DEPICTION



The Parks at Wilson Creek Phase 2
Exhibit A

EXHIBIT B
IMPROVEMENTS

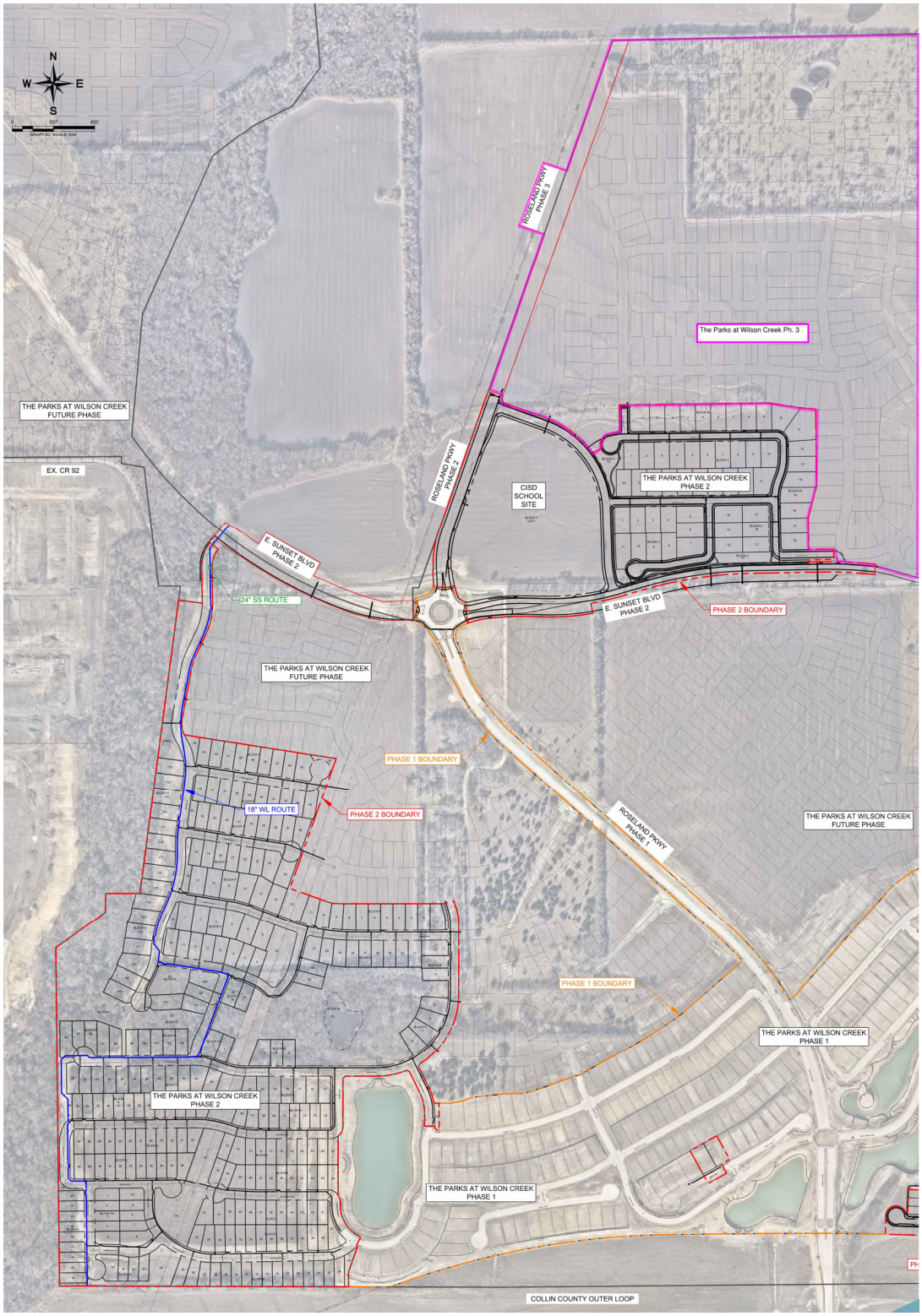


EXHIBIT C
OPINION OF PROBABLE COSTS FOR IMPROVEMENTS

PHASE 2 - MAJOR (ROSELAND PKWY PH.2 ONLY)

A. EXCAVATION				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	1.8	$2,770.00	$4,986.00
UNCLASSIFIED EXCAVATION	CY	1,200	$3.20	$3,840.00
SILT FENCE	LF	1,492	$1.95	$2,909.40
CURLEX	LF	1,914	$2.00	$3,828.00
CONSTRUCTION ENTRANCE	EA	1	$2,600.00	$2,600.00
TOTAL EXCAVATION				**$18,163.4**
TOTAL STORM SEWER SYSTEM - Celina Share				**$9,081.7**
TOTAL STORM SEWER SYSTEM - The Parks at Wilson Creek Share				**$9,081.7**

B. SANITARY SEWER SYSTEM

C. STORM SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" R.C.P.	LF	516	$71.50	$36,894.00
21" R.C.P.	LF	64	$78.00	$4,992.00
24" R.C.P.	LF	167	$89.50	$14,946.50
3' x 3' R.C.B.	LF	86	$288.00	$24,768.00
4' x 2' R.C.B.	LF	175	$293.00	$51,275.00
4' x 3' R.C.B.	LF	544	$322.00	$175,168.00
10' STD CURB INLET	EA	7	$7,550.00	$52,850.00
3' x 3' WYE INLET WITH 2' APRON	EA	1	$5,850.00	$5,850.00
INLET PROTECTION	EA	8	$165.00	$1,320.00
END & PLUG	EA	1	$150.00	$150.00
4' x 4' JUNCTION BOX	EA	1	$7,400.00	$7,400.00
5' x 5' JUNCTION BOX	EA	1	$8,550.00	$8,550.00
MANHOLE RISER	EA	1	$6,000.00	$6,000.00
FW-S HEADWALL	EA	1	$25,000.00	$25,000.00
POND OUTFALL STRUCTURE INTEGRAL TO RETAINING WALL	EA	1	$15,375.00	$15,375.00
12" GABION MATTRESS	SY	30	$299.00	$8,970.00
TRENCH SAFETY & VIDEO STORM	LF	1,552	$2.35	$3,647.20
INSPECTION FEE	PERCENT	3.5%	$443,155.70	$15,510.45
TOTAL STORM SEWER SYSTEM				**$458,666.1**
TOTAL STORM SEWER SYSTEM - Celina Share				**$229,333.0**
TOTAL STORM SEWER SYSTEM - The Parks at Wilson Creek Share				**$229,333.0**

PHASE 2 - MAJOR (ROSELAND PKWY PH.2 ONLY)

D. WATER DISTRIBUTION SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
8" P.V.C. WATERLINE	LF	27	$52.00	$1,404.00
12" WATER LINE	LF	974	$79.50	$77,433.00
8" GATE VALVE & BOX	EA	2	$2,725.00	$5,450.00
12" GATE VALVE & BOX	EA	3	$4,800.00	$14,400.00
AIR RELEASE VALVE	EA	1	$9,875.00	$9,875.00
REMOVE PLUG & CONNECT TO EXISTING 18" WL	EA	1	$1,750.00	$1,750.00
FIRE HYDRANT ASSEMBLY	EA	2	$7,175.00	$14,350.00
END & PLUG	EA	2	$450.00	$900.00
FITTINGS	TON	0.9	$12,965.00	$11,668.50
TRENCH SAFETY & WATER TEST	LF	1,001	$1.15	$1,151.15
TESTING (EXCLUDING GEOTECH)	LF	1,001	$2.50	$2,502.50
INSPECTION FEE	PERCENT	3.5%	$140,884.15	$4,930.95
TOTAL WATER DISTRIBUTION SYSTEM IF 12"				**$145,815.1**
TOTAL Water Distribution - The Parks at Wilson Creek Share				**$72,907.5**
18" vs. 12" Water line ($140.75-$79.50)	LF	974	$61.25	$59,657.50
18" BUTTERFLY VALVE vs 12" Gate Valve ($11,725 - $4,800)	EA	3	$6,925.00	$20,775.00
18" Fittings	TON	1.8	$12,965.00	$22,986.95
Design	EA	0.2	$103,419.45	$20,683.89
INSPECTION FEE	PERCENT	3.5%	$103,419.45	$3,619.68
TOTAL Water Distribution - Celina Share (1/2 of water line + 18"-12")				**$200,830.5**

PHASE 2 - MAJOR (ROSELAND PKWY PH.2 ONLY)

E. STREET PAVING				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
9" REINF. CONCRETE STREET PAVEMENT	SY	5,743	$73.95	$424,694.85
8" SUBGRADE PREPARATION	SY	6,018	$3.90	$23,470.20
HYDRATED LIME (54#/SQYD)	TON	162	$338.00	$54,756.00
10' CONCRETE SIDEWALK	LF	422	$110.00	$46,420.00
BARRIER FREE RAMPS	EA	4	$2,900.00	$11,600.00
SAWCUT & REMOVE EXIST ROUNDABOUT PAVEMENT	LF	100	$25.00	$2,500.00
PAVEMENT HEADER & STREET BARRICADE (49 B-B)	EA	1	$2,500.00	$2,500.00
STRIPING	LS	1	$10,000.00	$10,000.00
INSPECTION FEE	PERCENT	3.5%	$575,941.05	$20,157.94
TOTAL STREET PAVING				**$596,098.**
TOTAL STREET PAVING - Celina Share				**$298,049.**
TOTAL STREET PAVING - The Parks at Wilson Creek Share				**$298,049.**

F. MISCELLANEOUS ITEMS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
Celina - Design and Soft Costs	PERCENT	20.0%	$737,094.83	$147,418.97

PHASE 2 - MAJOR (SUNSET BLVD)

A. EXCAVATION

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	2.5	$2,770.00	$6,925.00
UNCLASSIFIED EXCAVATION (Import from Previous Phase)	CY	14,255	$3.75	$53,456.25
SILT FENCE	LF	1,350	$1.95	$2,632.50
CURLEX	LF	2,700	$2.00	$5,400.00
CONSTRUCTION ENTRANCE	EA	1	$2,600.00	$2,600.00
TOTAL EXCAVATION - Celina's Share				**$71,013.7**

WATER:

SANITARY SEWER:

STORM SEWER:

Pay Item	Unit	Quantity	UNIT PRICE	ITEM COST
18" RCP	L.F.	101	$71.50	$7,221.50
21" RCP	L.F.	70	$78.00	$5,460.00
42" RCP	L.F.	317	$194.00	$61,498.00
48" RCP	L.F.	377	$232.00	$87,464.00
54" RCP	L.F.	273	$288.00	$78,624.00
4' Drop Inlet with Concrete Apron	EA.	1	$5,950.00	$5,950.00
5'x5' Storm Manhole	EA.	1	$8,550.00	$8,550.00
6'x6' Storm Manhole	EA.	1	$11,750.00	$11,750.00
Recessed 15' Curb Inlet	EA.	3	$9,850.00	$29,550.00
Remove Ex. 42" Headwall and connect to ex 42" RCP	EA.	1	$950.00	$950.00
TxDOT 54" SetP-PD	EA.	1	$9,150.00	$9,150.00
10'x10' Gabion Mattress	S.Y.	11	$299.00	$3,289.00
TV Inspection	S.F.	1,138	$2.25	$2,560.50
Trench Safety & TV Storm	L.F.	1,138	$0.10	$113.80
TOTAL STORM SEWER SYSTEM				**$312,130.8**
TOTAL STORM SEWER SYSTEM - Celina Share				**$312,130.8**
TOTAL STORM SEWER SYSTEM - The Parks at Wilson Creek Share				**$0.00**

Sunset Boulevard Paving

Paving:				
Pay Item	Unit	Quantity	UNIT PRICE	ITEM COST
10" REINFORCED CONCRETE PAVEMENT (25' B-B)	S.Y.	4,092	$75.10	$307,309.20
10" REINFORCED PATTERENED CONCRETE CROSSWALK	S.Y.	60	$365.00	$21,900.00
8" LIME STABILIZED SUBGRADE (2.0' PAST B.O.C.)	S.Y.	4,736	$3.90	$18,470.40
6" REINFORCED CONCRETE PAVEMENT	S.Y.	492	$83.30	$40,983.60
6" LIME STABILIZED SUBGRADE (2.0' PAST B.O.C.)	S.Y.	586	$3.65	$2,138.90
HYDRATED LIME (36 lbs/sy)	TON	96	$338.00	$32,448.00
INSTALL STREET HEADER & TYPE III BARRICADE	EA.	2	$2,500.00	$5,000.00
REMOVE TYPE III BARRICADE	EA.	2	$400.00	$800.00
CONNECT TO EX. STREET HEADER	EA.	2	$850.00	$1,700.00
CONNECT TO EX. 10' WIDE SIDEWALK	EA.	2	$200.00	$400.00
PAVEMENT MARKINGS	LS	1	$11,500.00	$11,500.00
BARRIER FREE RAMPS	EA.	2	$2,900.00	$5,800.00
30" X 30" STOP SIGN	EA.	2	$450.00	$900.00
YIELD SIGN (R1-2)	EA.	1	$1,950.00	$1,950.00
YIELD TO PEDESTRIAN SIGN (R1-5L)	EA.	4	$2,500.00	$10,000.00
LANE ENDS MERGE RIGHT SIGN (W13-1P)	EA.	1	$2,100.00	$2,100.00
KEEP RIGHT (R4-7b)	EA.	1	$2,000.00	$2,000.00
TWO-WAY TRAFFIC SIGN (W6-3)	EA.	2	$2,100.00	$4,200.00
Street Name Blades on Brandon Post	EA.	2	$2,700.00	$5,400.00
Maintenance Bond.	EA.	1	$3,300.00	$3,300.00
TOTAL STREET PAVING				**$478,300.1**
TOTAL STREET PAVING - Celina Share				**$478,300.1**
TOTAL STREET PAVING - The Parks at Wilson Creek Share				**$0.00**

F. MISCELLANEOUS ITEMS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
Celina - Design and Soft Costs	PERCENT	20.0%	$861,444.65	$172,288.93

PHASE 2 - 18" Water Line vs. 8" Water Line inside Subdivision

D. WATER DISTRIBUTION SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" Water line vs 8" Water Line ($140.75-$52.00)	LF	4,880	$88.75	$433,100.00
18" Valve vs. 8" Valve ($11,725-$2,725)	EA	15	$9,000.00	$135,000.00
FITTINGS	TON	8.3	$12,965.00	$107,175.17
TOTAL WATER DISTRIBUTION SYSTEM IF 12"				**$675,275.1**

F. MISCELLANEOUS ITEMS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
Celina - Design	LS	1.0	$50,000.00	$50,000.00

PHASE 2 - 18" Water Line vs. 8" Water Line inside Subdivision

PHASE 2 - 24" - 18" Sewer Oversizing per DA

SANITARY SEWER:				
Pay Item	Unit	Quantity	UNIT PRICE	ITEM COST
24" minus 18" Sanitary Sewer Upsizing ($317.50 - $265.00)	L.F.	309	$52.50	$16,222.50
TOTAL Sanitary Sewer - Celina's Share				**$16,222.5**

F. MISCELLANEOUS ITEMS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
Celina - Design and Soft Costs	PERCENT	0	$16,222.50	$3,244.50

PHASE 3 - MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 212	DATE: AUGUST 2024
CITY:	**Celina, Texas**	LF STREET: 2378	CREATED BY: TJJ
JOB NUMBER:	**063234200**	NET ACRES: 3.8	CHECKED BY: DRB
		GROSS ACRES: 68.0	REVISED BY: TJJ

A. EXCAVATION

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	6.8	$2,500.00	$17,000.00
UNCLASSIFIED EXCAVATION	CY	8,980	$3.20	$28,736.00
CONSTRUCTION ENTRANCE	EA	1	$2,500.00	$2,500.00
SILT FENCE	LF	1,960	$2.00	$3,920.00
CURLEX	LF	3,577	$2.00	$7,154.00
TOTAL EXCAVATION				**$59,310.0**

PHASE 3 - MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 212	DATE: AUGUST 2024
CITY:	**Celina, Texas**	LF STREET: 2378	CREATED BY: TJJ
JOB NUMBER:	**063234200**	NET ACRES: 3.8	CHECKED BY: DRB
		GROSS ACRES: 68.0	REVISED BY: TJJ

C. STORM SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" R.C.P.	LF	850	$80.00	$68,000.00
21" R.C.P.	LF	270	$90.00	$24,300.00
24" R.C.P.	LF	860	$105.00	$90,300.00
5' x 5' R.C.B.	LF	60	$460.00	$27,600.00
10' STD INLET	EA	12	$7,500.00	$90,000.00
INLET PROTECTION	EA	12	$300.00	$3,600.00
4' x 4' JUNCTION BOX	EA	4	$7,000.00	$28,000.00
18" SLOPED END HEADWALL	EA	1	$4,000.00	$4,000.00
27" SLOPED END HEADWALL	EA	2	$6,000.00	$12,000.00
42" SLOPED END HEADWALL	EA	1	$9,000.00	$9,000.00
4'X4' SLOPED END HEADWALL	EA	1	$13,000.00	$13,000.00
5' x 5' HEADWALL INTEGRAL TO RETAINING WALL	EA	2	$15,000.00	$30,000.00
18" THICK ROCK RIP RAP	SY	350	$100.00	$35,000.00
LARGE DEBRIS SEPARATOR	EA	2	$30,000.00	$60,000.00
LARGE DEBRIS SEPARATOR	EA	1	$75,000.00	$75,000.00
POND OUTFALL STRUCTURE	EA	1	$30,000.00	$30,000.00
MODIFY EXISTING OUTLET STRUCTURE	EA	1	$15,000.00	$15,000.00
PUMP DOWN EXISTING POND	EA	2	$8,000.00	$16,000.00
TRENCH SAFETY	LF	2,040	$1.00	$2,040.00
INSPECTION FEE	PERCENT	3.5%	$632,840.00	$22,149.40
SUBTOTAL				**$654,989.4**
TOTAL STORM SEWER SYSTEM				**$654,989.4**

PHASE 3 - MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 212	DATE: AUGUST 2024
CITY:	**Celina, Texas**	LF STREET: 2378	CREATED BY: TJJ
JOB NUMBER:	**063234200**	NET ACRES: 3.8	CHECKED BY: DRB
		GROSS ACRES: 68.0	REVISED BY: TJJ

D. WATER DISTRIBUTION SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" P.V.C. WATERLINE	LF	1,850	$150.00	$277,500.00
18" BUTTERFLY VALVE & BOX	EA	4	$15,000.00	$60,000.00
REMOVE PLUG & CONNECT TO EXISTING 18" WL	EA	1	$1,500.00	$1,500.00
FIRE HYDRANT ASSEMBLY	EA	4	$7,500.00	$30,000.00
END & PLUG	EA	1	$1,800.00	$1,800.00
FITTINGS	TON	1.6	$8,500.00	$13,600.00
TRENCH SAFETY	LF	1,850	$1.00	$1,850.00
TESTING (EXCLUDING GEOTECH)	LF	1,850	$2.50	$4,625.00
INSPECTION FEE	PERCENT	3.5%	$390,875.00	$13,680.63
TOTAL WATER DISTRIBUTION SYSTEM				**$404,555.6**

E. STREET PAVING				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
10" CONCRETE STREET PAVEMENT	SY	10,593	$75.00	$794,475.00
8" SUBGRADE PREPARATION	SY	11,030	$5.50	$60,665.00
HYDRATED LIME (54#/SQYD)	TON	298	$350.00	$104,300.00
6' CONCRETE SIDEWALK	LF	1,800	$45.00	$81,000.00
BARRIER FREE RAMPS	EA	4	$3,000.00	$12,000.00
PAVEMENT HEADER & STREET BARRICADE (49-BB)	EA	1	$4,000.00	$4,000.00
REMOVE BARRICADE & CONNECT TO EXISTING	EA	1	$2,000.00	$2,000.00
TRAFFIC CONTROL	LS	1	$10,000.00	$10,000.00
STRIPING	PERCENT	100%	$15,000.00	$15,000.00
INSPECTION FEE	PERCENT	3.5%	$1,068,440.00	$37,395.40
SUBTOTAL				**$1,120,835.4**
TOTAL STREET PAVING				**$1,120,835.4**

PHASE 3 - MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Parks at Wilson Creek**	LOTS: 212	DATE: AUGUST 2024
CITY:	**Celina, Texas**	LF STREET: 2378	CREATED BY: TJJ
JOB NUMBER:	**063234200**	NET ACRES: 3.8	CHECKED BY: DRB
		GROSS ACRES: 68.0	REVISED BY: TJJ

H. MISCELLANEOUS ITEMS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
STREET LIGHT	EA	3	$3,500.00	$10,500.00
4" ELECTRIC CONDUIT	LF	300	$20.00	$6,000.00
STREET NAME SIGNS	EA	2	$1,000.00	$2,000.00
STOP SIGNS	EA	1	$550.00	$550.00
NO OUTLET SIGNS	EA	1	$550.00	$550.00
SPEED LIMIT SIGNS	EA	1	$550.00	$550.00
PLATTING FEE	LS	1	$65,250.00	$65,250.00
ENGINEERING REVIEW FEE	LS	1	$18,375.00	$18,375.00
MATERIAL TESTING	PERCENT	2.0%	$2,119,426.00	$42,388.52
TOTAL MISCELLANEOUS ITEMS				**$148,163.**

SUMMARY

A. EXCAVATION	$	**59,310.0**
B. SANITARY SEWER SYSTEM	$	-
C. STORM SEWER SYSTEM	$	**654,969.4**
D. WATER DISTRIBUTION SYSTEM	$	**404,556.8**
E. STREET PAVING	$	**1,120,835.4**
H. MISCELLANEOUS ITEMS	$	**148,163.5**
SUB-TOTAL:	$	2,385,853.95

Summary of Costs

Ph 2 Roseland excavation	$ 9,081.70
Ph 2 Roseland Storm	$ 229,333.00
Ph 2 Roseland paving	$ 298,049.00
Ph 2 Roseland soft costs	$ 147,418.97
ph 3 Roseland excavation	$ 59,310.00
Ph 3 Roseland storm	$ 654,989.40
Ph 3 Roseland paving	$ 1,120,835.40
Ph 3 Roseland misc	$ 148,163.52
PH 3 soft costs	$ 396,659.66
Roseland paving total	$ 3,063,840.65
Ph 2 Sunset excavation	$ 71,013.70
Ph 2 Sunset storm	$ 312,130.00
Ph 2 Sunset paving	$ 478,300.01
soft costs	$ 172,288.93
Sunset paving total	$ 1,033,732.64
Ph 2 Roseland water	$ 200,635.50
Ph 2 water from 8" to 18" in subdivision	$ 675,275.10
Ph 2 soft costs	$ 50,000.00
Ph 3 Roseland 18" Water	$ 404,555.63
Ph 3 soft costs	$ 80,911.13
Water costs	$ 1,411,377.36
sewer (24" - 18")	$ 16,622.50
soft	$ 3,244.50
Sewer costs	$ 19,867.00
total	$ 5,528,817.65

COST SHARE AGREEMENT WITH PARKS AT WILSON CREEK

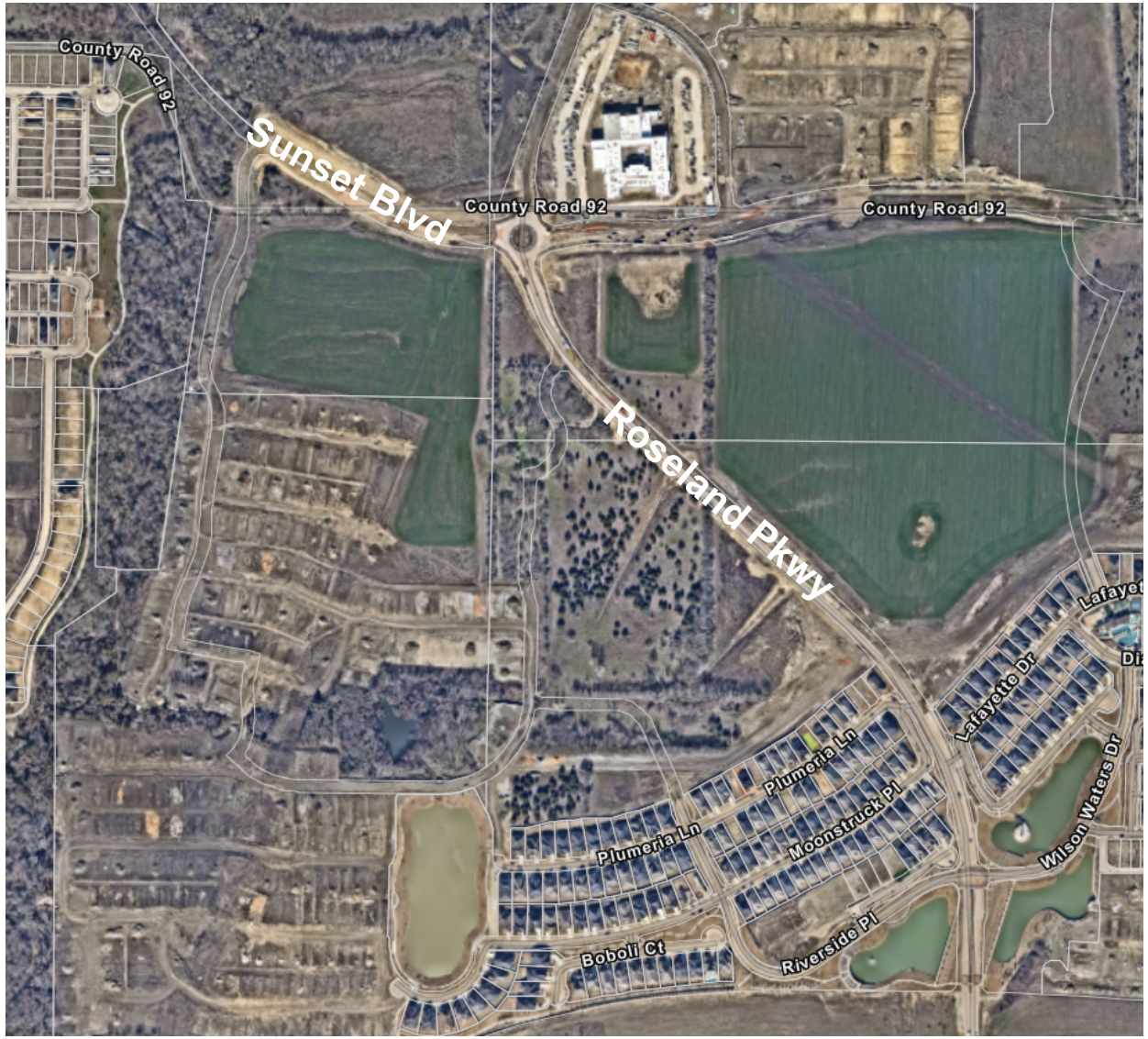
WATER AND WASTEWATER UPSIZING AND ROSELAND PKWY AND SUNSET BLVD ROAD IMPROVEMENTS (PHASES 2 AND 3)

February 11, 2025

Andy Glasgow, PE, PMP,CFM



LOCATION MAP



FACTS

A. The City is designing and constructing Phase 1 of Parks at Wilson Creek. Roseland Parkway and Sunset Boulevard are the east and southern borders of Wilson Creek Park, respectively.

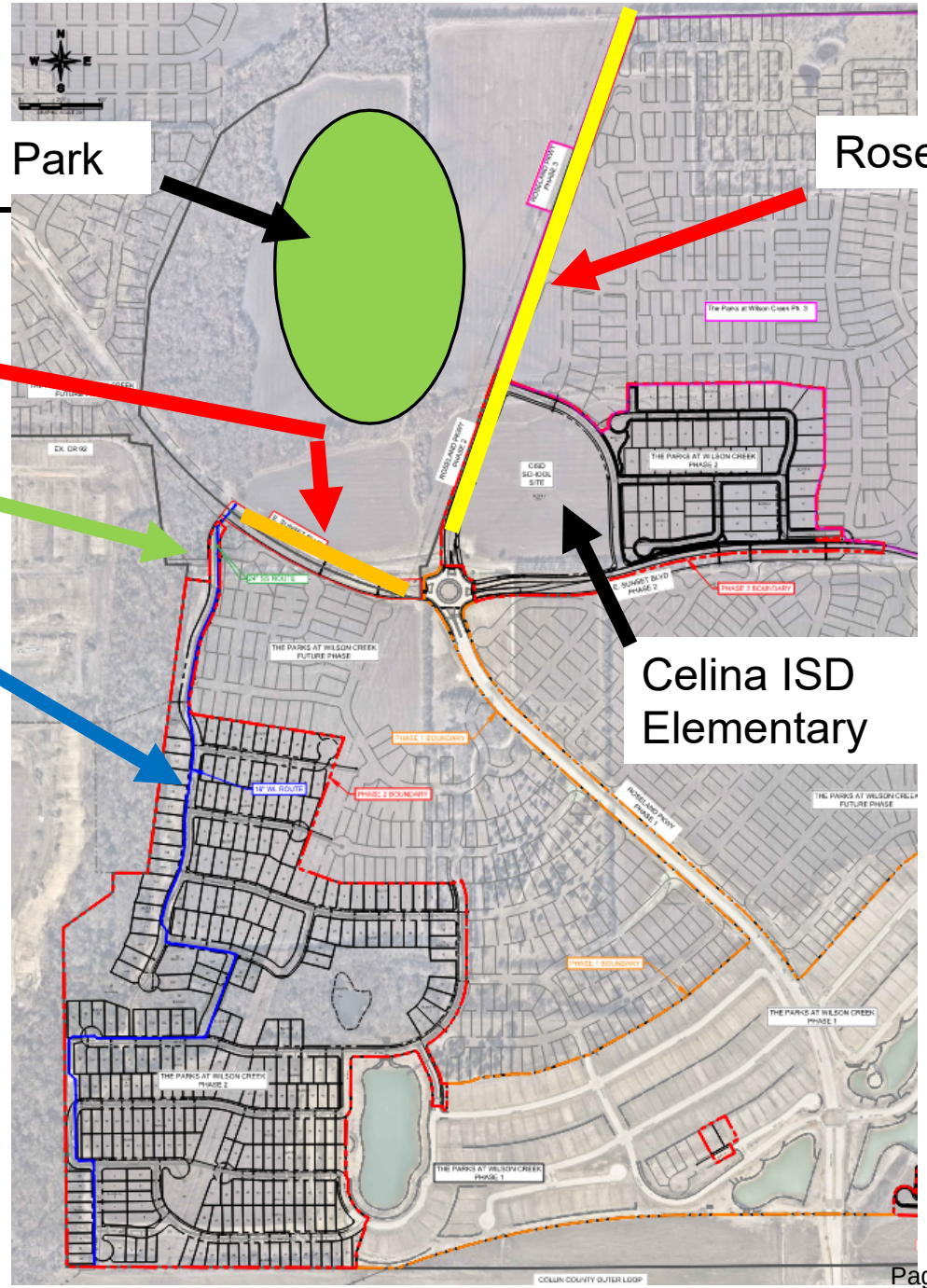
B. The 2030 Water and Wastewater Master Plan identifies major lines through this development.

C. The City has requested the Parks at Wilson Creek (PAWC) development assist in the construction of oversize utility improvements and roadways adjacent to the future park within their subdivision. These improvements include:

- Two lanes of Roseland Parkway from Sunset Boulevard to Big Bend Lane - $3,063,840.65.
- Two lanes of Sunset Boulevard from Deer Park Way to Roseland Parkway - $1,033,732.64
- Upsize 8” to 18” water line- $1,411377.36
- Upsize 18” to 24” sewer line - $19,867.00

D. The total cost for all improvements and utilities upsizing is $5,528,817.65.

IMPROVEMENTS EXHIBIT



Improvement	Cost
Roseland paving	$ 3,063,840.65
Sunset paving	$ 1,033,732.64
Water costs	$1,411,377.36
Sewer costs	$ 19,867.00
Total	$ 5,528,817.65


CELINA
TEXAS
EST. 1876
Life Connected.