Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, APRIL 8, 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. Update and briefing regarding personnel investigation

B. Discussion regarding Shea Scott v. City of Celina - Cause No. DC-20-18195

C. Discussion regarding a Development Agreement for Mesa Verde

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

D. Discussion regarding an incentive application for a business located at 322 W. Walnut St.

E. Discussion regarding an incentive application for a business located at 501 W. Walnut St.

F. Discussion regarding a Chapter 380 Agreement with First Texas Homes

G. Discussion regarding Project Cobb

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

H. Discussion regarding the acquisition of property at 402 N Ohio St

I. Update on acquisition of property for Downtown Recreation Center

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

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE: (to begin at 6:00 PM)

A. Child Abuse Prevention Proclamation. (Tubbs)

B. Celina ISD Bond Presentation (Maglisceau)

C. EDC Updates. (Satarino)

D. Children's Advocacy Center of Collin County Presentation. (McLean)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion of the Lake Ralph Hall Project (Brawner)

B. Discussion of options for filling vacant seats on Boards and Commissions. (Kearney)

C. Discussion regarding Local Business Support Program. (Satarino)

D. Summary of upcoming Charter Election (Kearney)

VI. OPEN FORUM:

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

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

VII. CONSENT AGENDA:

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

A. Minutes Approval:
1. City Council- Regular Meeting- March 11, 2025, 5:00 p.m.
2. City Council- Special Meeting- March 20, 2025, 5:00 p.m.
3. City Council- Special Meeting- March 26, 2025, 5:00 p.m.

B. Consider and act to award RFP 2025-007 for Water and Wastewater Rate Study to Willdan Financial Services for a total amount not to exceed $37,000.00. (Stovall)

C. Consider and act to approve a work authorization for design services from Garver, LLC. for the design of a schematic for Elm Street from Preston Road west to Texas Drive in an amount not to exceed $70,665.00. (Glasgow)

D. Consider and act to authorize an agreement for the reimbursement of the oversizing of the Legacy Drive 24" Water Line from Punk Carter to Cimarron River Drive by and between the City of Celina and Tellus Texas I, LLC in an amount not to exceed $301,304.00. (Glasgow)

E. Consider and act to authorize a Project Contract between the City of Celina and the Celina Community Development Corporation authorizing the use of sales tax funds to support the design, construction, improving, and equipping of park improvements for Wilson Creek Park and approving a related Project Contract and other matters incident and related thereto. (Walsh)

F. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for Pecan Street improvements from Arizona Drive to Florida Drive. (Glasgow)

G. Consider and act to authorize a change order with RPMx for an amount not to exceed $140,274.80 as compensation for additional costs they incurred due to the electric poles relocation delays. (Glasgow)

H. Consider and act to authorize a change order with RPMx for the quantity overrun for the arterial streetlight pole foundations for an amount not to exceed $119,504.00.(Glasgow)

I. Consider and act to award bid 2025-020 for the construction and installation of a Water Meter Base Station to RCR Telecon LLC, at the price listed in the amount of $249,750.00 plus fifteen percent contingency in the amount of $37,462.50 for a total amount not to exceed $287,212.50. (Figueroa)

J. Consider and act upon a Resolution to approve and adopt the High School Championship Recognition Policy. (Kearney)

K. Consider and act to authorize an amendment with Cobb Fendley and Associates, Inc. for the design of Parvin Road in the amount of $305,000.00. (Glasgow)

L. Consider and act to authorize a work authorization for engineering services from Kimley-Horn and Associates for the Oklahoma Drive TxDOT Evaluation in an amount not to exceed $69,000.00. (Glasgow)

M. Consider and act upon 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)

N. Consider and act upon purchasing computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) for an amount not to exceed $100,000.00. (Alexander)

O. Consider and act upon a Facilities Agreement between the City of Celina and 1876 Country Club, LLC; generally located west of future Legacy Drive and approximately 450 feet north of future G A Moore Parkway, within the City Limits. (Temporary Facilities for 1876 Country Club – Facilities Agreement) (McAfee)

P. Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 16 acres within the Extraterritorial Jurisdiction (ETJ); generally located at the southwest corner of Oklahoma Drive and Ash Street. (Martinek Tract) – C-3 Expedited Annexation Service Agreement) (Mohan)

Q. Consider and act to award RFQ 2025-016 for on-call Project Management Services with Johnson, Mirmiran & Thompson, Inc. to establish a Master Services Agreement. (Quigley)

R. Consider and act to approve a work authorization for right-of-way and easement acquisition services from Specialty Land Services, for the right-of-way and temporary construction easement acquisition for the Pecan St improvements project in an amount not to exceed $77,000.00. (Glasgow)

S. Consider and act to authorize a work authorization with Johnson, Mirmiran & Thompson, Inc. (JMT) for Project Manager Services for the Downtown Center in an amount not to exceed $608,726.09. (Berry)

T. Consider and act to authorize a Partnership Agreement for three years with Run Celina, LLC, for a Downtown event. (Monaco)

U. Consider and act to authorize the purchase of school zone flashers and equipment for Mosaic and Wilson Creek Elementary Schools from Consolidated Traffic Control, Inc. through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), contract #PE-05-21, for an amount not to exceed $125,307.00. (Figueroa)

V. Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Silo Crossing Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's May 13, 2025 meeting. (Stovall)

W. Consider and act upon a Resolution to authorize the City Manager to appoint Kimberly Brawner as the City of Celina representative on the Upper Trinity Regional Water District for a four-year period beginning June 1, 2025. (Brawner)

X. Consider and act on a Resolution of the City Council of the City of Celina authorizing the city manager to sign an easement agreement by and between the City of Celina and BNSF Railway Company for the widening of Marilee Road across the BNSF right-of-way. (Glasgow)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider and act upon an Ordinance authorizing the future release of approximately 0.72 acres of unimproved Right of Way (ROW) that was originally dedicated for

Frontier Parkway located north of the intersection of Frontier Parkway and Sunrise Lane. (Glasgow)

B. Conduct a public hearing to consider and act upon an Ordinance abandoning and vacating approximately 3.65 acres unimproved roadway easement generally located west of the intersection of Choate Parkway and Coit Road and to County Road 84 (Vest lane), situated in the Collin County McKenzie Wilhite Survey, Abstract No. 1008 and 1009, Collin County, Texas. (Glasgow)

C. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 16 acres; generally located at the southwest corner of Oklahoma Drive and Ash Street, within the Extraterritorial Jurisdiction (ETJ). (Martinek Tract) – C-3 Expedited Annexation) (Mohan)

D. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 32 acres to Agricultural District (AG) zoning; generally located at the southwest corner of Oklahoma Drive and Ash Street, within the City Limits & Extraterritorial Jurisdiction (ETJ). (Martinek Tract – Zoning) (Mohan)

E. Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending Chapter 14: Zoning to modify the Downtown Code. (Downtown Code – Text Amendment) (McAfee)

IX. ACTION ITEM:

A. Consider and act to approve a work authorization for design services from Garver, LLC, for the design of two wells located at the Southeast Pump Station and near the intersection of Dallas North Tollway and W Glendenning Parkway (FM 428) in an amount not to exceed $1,460,965.00. (Glasgow)

B. Consider and act to award bid 2025-030 for the construction and installation of concrete paving at the Public Works facility to Hawk Builders, LLC., in the amount of $3,559,551.01 plus ten percent contingency in the amount of $355,955.10 for a total amount not to exceed $3,915,506.11. (Glasgow)

C. Consider and act to approve a work authorization for design services from Kimley-Horn for the design of an elevated storage tank within the low-pressure plane of the City's water system, in an amount not to exceed $1,049,000.00. (Glasgow)

D. Consider and act to authorize a reimbursement agreement by and between the City of Celina and M/I Homes of DFW, LLCRasor Development for the reimbursement of oversize sewer installation costs in the amount of $3,113,537.00. (Glasgow)

E. Consider and act to authorize the purchase of Pierce Mid-mount Platform Truck from Siddons Martin Emergency Group through a cooperative contact in an amount not to exceed $2,548,606.00. (White)

F. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #4 of the Cambridge Crossing Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #4 Assessment Roll – Phase 4 Improvements and proposed Phase #4 Assessment Roll – Phase #4 Additional Projects; and providing for noticing and calling public hearings on May 13, 2025 to consider ordinances levying assessments on property located within Phase #4 of the Cambridge Crossing Public Improvement District. (Bromiley)

G. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #1 Projects to be financed within the Parks at Wilson Creek Annex Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; and providing for noticing and calling a public hearing on May 13, 2025, to consider an ordinance levying assessments on property located within Phase #1 of the Parks at Wilson Creek Annex Public Improvement District. (Bromiley)

H. Consider and act upon a Resolution of the City of Celina consenting to including the City of Celina ETJ within the boundaries of the Collin County Emergency Services District #1 creation election in November 2025. (Ranc)

I. Consider an act for an order of public censure for City Council Place 1.

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

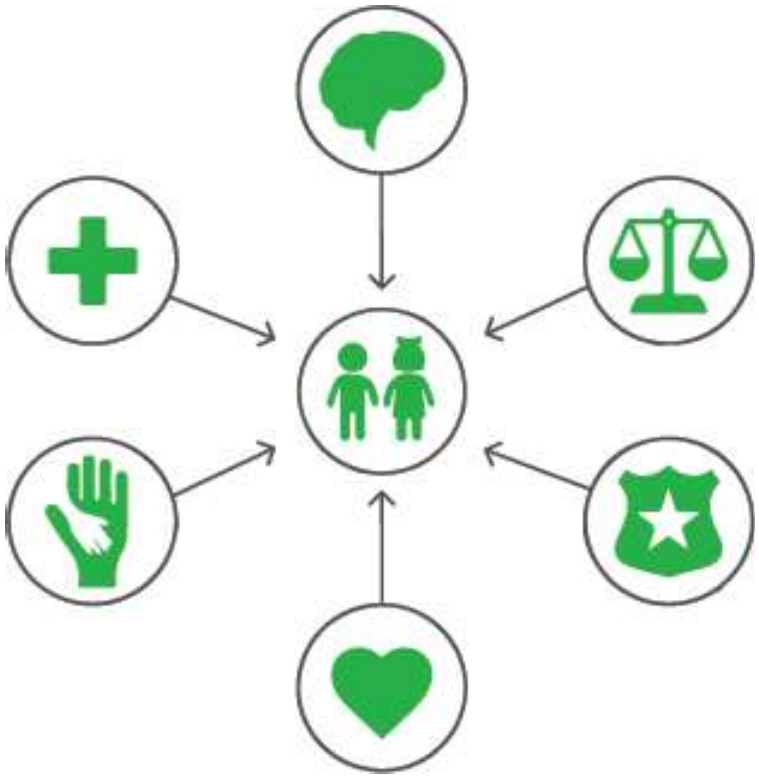
SAFETY · HEALING · JUSTICE

CHILDREN'S ADVOCACY CENTER
OF COLLIN COUNTY

Center Update 2024



OUR MISSION



For over 30 years, CACCC has provided hope for children and families victimized by physical abuse, sexual abuse or neglect. Through partnerships with law enforcement agencies, Child Protective Services, medical and mental health professionals, and the Collin County District Attorney's Office, CACCC's approach brings experts together under one roof to ensure safety, healing, and justice for the most vulnerable members of our society.

Core services include forensic interviews, family advocacy and support services, and trauma-informed counseling. CACCC is the only agency in our community offering multiple, comprehensive services critical to healing, free to children and families for life. With two locations in Plano and McKinney, CACCC offers services to 100 percent of children and non-offending family members victimized by child abuse.

YEAR END STATISTICS



- Fiscal year ended June 30, 2024
- Served **4,525 clients** in FY 2024
- Increase in cases served from Melissa, Prosper, and Princeton over 2023
- **58% increase in cases from Northern Collin County** in the past 5 years
- **14% increase** in cases overall
- In FY 2024, 51% of clients were served in Plano and 49% were served in McKinney

PROGRAM STATISTICS

- 1,071 Forensic Interviews were conducted
- 770 clients received 10,700 Therapy services
- 2,769 clients received 13,254 Family Advocate Services
- MDT Coordinators read 7,994 cases and tracked 2,199 cases

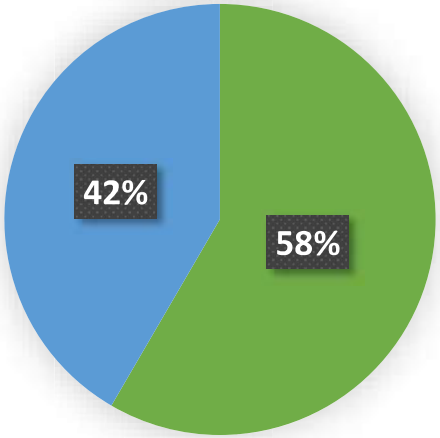


PROGRAM STATISTICS

- The Rainbow Room served 932 clients
- 804 clients were served through the Back to School Fair
- 1,371 clients were served through the Holiday Project
- 834 volunteers provided 6,048 hours of service
- The Kids Count Players conducted 66 performances in 33 schools for 9,365 children
- Community Education was provided through 58 events to 2,637 adults

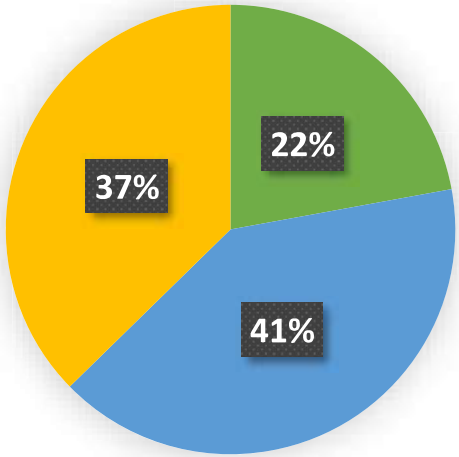


CHILD CLIENT DEMOGRAPHICS



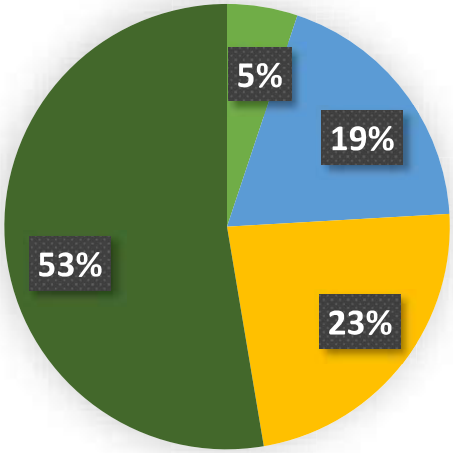
GENDER

- 58% of clients aged 0-17 were female, 42% were male



AGE

- 22% of clients were ages 0-5, 41% were ages 6-12, and 37% were ages 13-17



ALLEGATION

- 53% of clients visited CACCC for allegations of sexual abuse, 23% for physical abuse, 19% for neglect, and 5% for another reason

OTHER UPDATES

- In FY 2024, **84% of funds raised** were spent on direct program services
- The Sheriff's Office Child Abuse Task Force model has been replicated in other jurisdictions in the state of Texas
- Our partnership with the District Attorney's Office resulted in a **95% conviction rate** last year

OTHER UPDATES

- 11 CACCC staff presented at **state and national conferences**
- Annual staff survey results showed a 95% satisfaction rate among staff and **staff turnover rate is less than 10%**
- **Rated 4 stars on Charity Navigator,** the highest rating possible, for the 13th year in a row

FINANCES AND FUNDRAISING



- Budget is now $7.3 million; CACCC has 66 staff
- GALA 2025 will be at the PGA Omni Resort in Frisco on March 29th
- DFW Area Lexus Dealers have once again donated a car for our raffle for the 15th year in a row



Thank You

Your support ensures children and families affected by abuse and neglect in Collin County have access to safety, healing, and justice.

On their behalf, please know how grateful we are. We thank you for your continued belief in our mission.

SAFETY · HEALING · JUSTICE

SM

CHILDREN'S ADVOCACY CENTER
OF COLLIN COUNTY

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	Discussion of the Lake Ralph Hall Project (Brawner)

Action Requested:
Discussion of the Lake Ralph Hall Project (Brawner)

Background Information:
The North Texas population is expected to increase nearly five-fold within 50 years, requiring around 140 million gallons of fresh water daily for the cities it serves in Denton and Collin Counties. Upper Trinity Regional Water District (UTRWD) is building Lake Ralph Hall to serve their communities in these areas. The lake is under construction on the North Sulphur River in Southeast Fannin County and is one of the state's biggest projects to be built in nearly 30 years.

Project History

Over 30 years ago, the Lake Ralph Hall idea was created at the Ladonia Town Hall as a possible project to enhance the Ladonia community. The Ladonia City Council and the Chamber of Commerce approached Congressman Ralph Hall about the project. Congressman Hall then connected the City of Ladonia and UTRWD. In December 2004, the City of Ladonia and Upper Trinity Regional Water District (UTRWD) formally partnered to develop a surface water supply lake in Fannin County on the North Sulphur River. Design for the lake began shortly thereafter.

In December 2013, the Texas Commission on Environmental Quality (TCEQ) issued UTRWD a water rights permit. In January 2020, UTRWD received a Section 404 (Clean Water Act) permit from the U.S. Army Corps of Engineers. Construction on the lake began in June 2021, with water delivery scheduled by 2026. Once complete, it will provide up to 54 million gallons daily - 35 million gallons daily (MGD) of raw and 19 MGD of reuse water. Lake Ralph Hall will also provide a host of recreational opportunities and environmental benefits. UTRWD will operate and own the water in Lake Ralph Hall.

Environmental impacts

The reservoir site is on a portion of the North Sulphur River that has experienced extensive erosion since the river channel was altered in the 1920s – going from 16 feet wide by 10 feet deep to approximately 300 feet wide and 60 feet deep. This footprint is over 20 times its original size. Hundreds of acres of valuable land/soil, trees, and wildlife habitat have been lost to this erosion. As part of the lake project, 5.7 miles of the former North Sulphur River, including associated tributaries, have also been restored.

The Total Project

The lake project consists of multiple projects, including the lake dam, spillway, and intake, 32 miles of untreated water pipeline and balancing reservoir, roadway relocations/improvements, a new lake bridge, a lake office with maintenance facilities, and environmental improvements in specific areas around the lake.

The cost of planning, permitting, designing, purchasing land, and constructing the project components is shared by the communities that receive water from UTRWD, including the City of Celina. The Texas Water Development Board's State Water Implementation Fund for Texas (SWIFT) program is helping fund the project. The total cost of Lake Ralph Hall is projected to be $xxx

Current and Future Demand

UTRWD currently supplies the City of Celina and its other customers from Lake Lewisville, Lake Ray Roberts, and Jim Chapman Lake through various contracts with the owners/operators of these lakes. Lake Ralph Hall will be the first water supply owned solely by UTRWD. To avoid a water shortage in the future, UTRWD is actively planning today for the water it will need to support its thriving communities. A comprehensive plan to meet these water demands includes ongoing water conservation and reuse programs and maximizing the use of existing water sources.

While conservation and reuse have helped delay the need for new water sources, it is not enough to meet demands for the next 50 years. UTRWD and the City of Celina will need additional raw water supplies beyond Lake Ralph Hall and its existing supplies to meet its growing water needs.

Legal Review:

NA

Supporting Documents:

1. Lake Ralph Hall - Presentation

Financial Consideration:

NA

Staff Recommendation:

NA

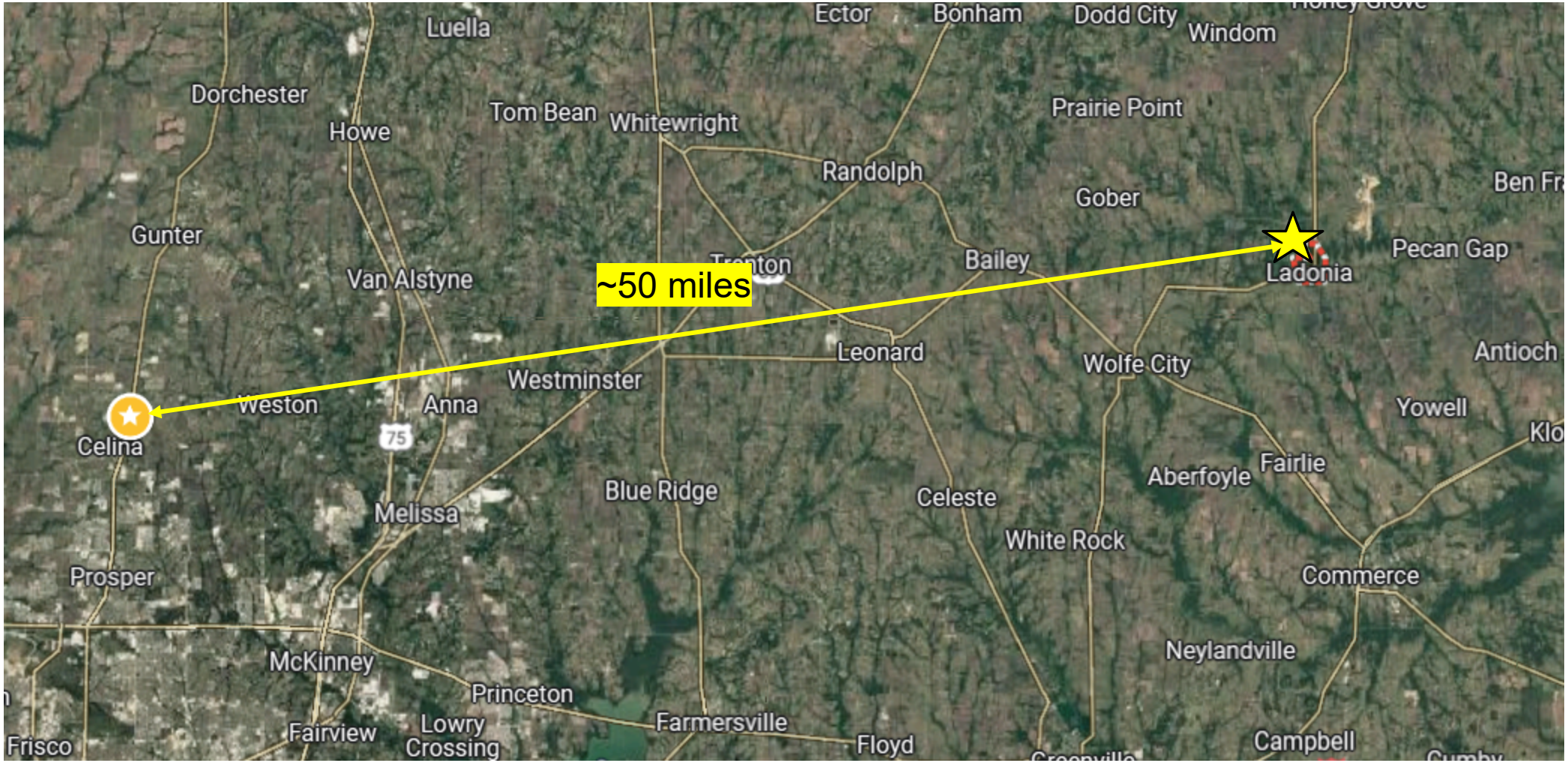
LAKE RALPH HALL UPDATE

April 8, 2025

Kimberly Brawner, PE,PTOE



LOCATION MAP







Lake Ralph Hall Video

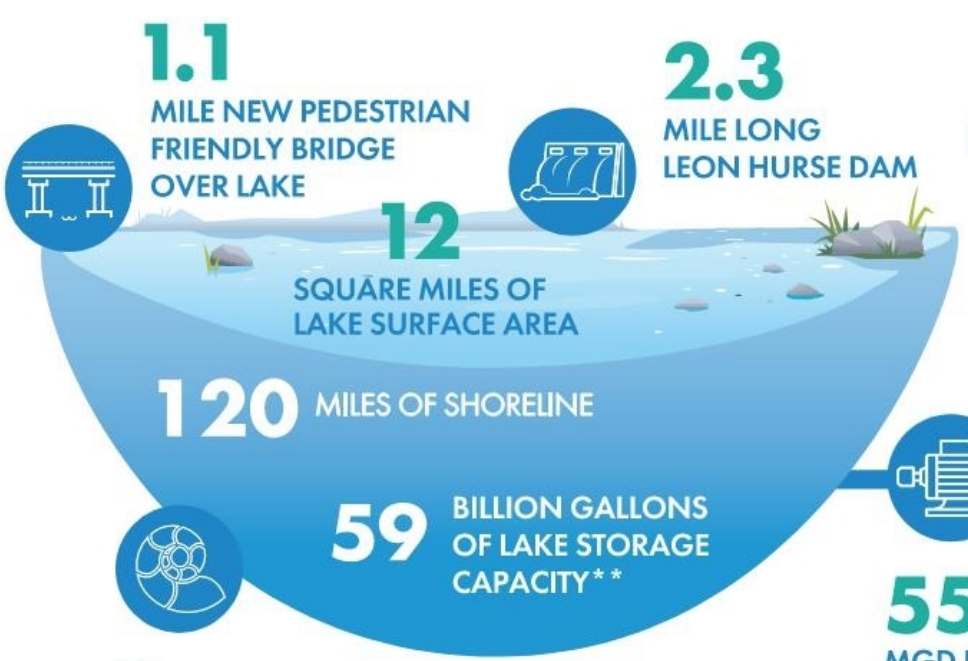

PUMP STATION
JAN 2024


PUMP STATION
END OF 2024


DEERE



Lake Ralph Hall *By the Numbers*



1.1 MILE NEW PEDESTRIAN FRIENDLY BRIDGE OVER LAKE

2.3 MILE LONG LEON HURSE DAM

12 SQUARE MILES OF LAKE SURFACE AREA

120 MILES OF SHORELINE

59 BILLION GALLONS OF LAKE STORAGE CAPACITY**

1 TEMPORARY AND 1 PERMANENT FOSSIL PARK SITE TO SUPPORT LOCAL FOSSIL-HUNTING

PROJECTED RESERVOIR COST **$530M-562M**

PROJECTED CONVEYANCE COST **$420M-424M**

55 MGD RAW WATER PUMP STATION EXPANDABLE TO **80** MGD

32 MILES OF UNDERGROUND PIPE SIZED TO ACCOMMODATE FUTURE WATER SUPPLY

54 MILLION GALLONS OF WATER DELIVERED DAILY*



29 NORTH TEXAS COMMUNITIES SERVED

*Raw and Reuse water
** Approximately

For more information: lakeralphhall.com

Updated 07/02/24

BACKGROUND

- Thirty (30) years ago, the City of Ladonia and Chamber of Commerce developed the idea of developing a lake in Fannin County to provide water to the local residents and to boost the local economy
- Congressman Ralph Hall that Ladonia should seek a larger, responsible partner to help the City develop the new lake
- In December 2004, the City of Ladonia and Upper Trinity Regional Water District (UTRWD) entered into a formal partnership to develop a surface water supply lake in Fannin County on the North Sulphur River.
- The approval process took 15 years with the U.S. Army Corps of Engineers
- The lake project broke ground in June of 2021 and is scheduled to begin delivering water by 2026.



Project Schedule



2001
Start of Planning and Permitting

Q4 2013
Water Rights Permit Issued

Q1 2020
Section 404 Permit Issued

Q2 2021
Ladonia Fossil Park Relocated to Temporary Site, Leon Hurse Dam & Roadway Relocation Construction Starts

Q2 2023
Reservoir Area Clearing & Demolition Starts
Pipeline, Pump Station & Balancing Reservoir Construction Starts
Environmental Improvements Construction Starts

Q4 2023
Road and Bridge Work Finished

Q1 2025
Environmental Improvements Construction Finished;
Reservoir Area Clearing & Demolition Finished

Q3 2025
Lake Office and Maintenance Facility Construction Starts

Q4 2025
Pipeline, Pump Station & Balancing Reservoir Finished
Leon Hurse Dam Complete

Q1 2026
Lake Office and Maintenance Facility Finished;
Lake Ralph Hall Begins to Fill

Q3 2026
Water Delivery Begins

For more information: lakeralphhall.com

All dates subject to change as Project progresses

ACTIVE PROJECTS

Project	Entity	Delivery Date
Lake Ralph Hall Pump Station	UTRWD	9/2025
66” Pipeline delivery from Ralph Hall to Irving pipeline	UTRWD	9/2025
Lake Ralph Hall	UTRWD	9/2026
Balancing reservoir	UTRWD	10/2026
Two new wells	Celina	5/2027
54” Transmission Line – DNT to SEPS	Celina	6/2027
Southeast Pump Station (SEPS)	Celina	7/2027
1st Ground Storage Tank at SEPS	Celina	7/2027
NE Transmission Pipeline (Celina 2nd feed)	UTRWD	7/2027
54” Transmission Line – CRPS to DNT	Celina	3/2028
Harpool WTP expansion - 20 MGD to 30 MGD	UTRWD	9/2028
2nd Elevated Storage Tower – LPP	Celina	10/2028
2nd Ground storage tank at Celina Road	Celina	11/2029


CELINA
TEXAS
EST. 1876
Life Connected.

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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:	April 8, 2025
Re:	Midyear Vacancies on Boards and Commissions

Action Requested:
Discussion of options for filling vacant seats on Boards and Commissions. (Kearney)

Background Information:
There are currently three midyear vacancies on Boards and Commissions, one on the Downtown Commission and two on the Keep Celina Beautiful Board. The City's current Boards and Commission policy does not address filling midyear vacancies. The purpose of this item is to discuss the options to fill the vacancies and receive direction from City Council on the preferred option.

There are four primary options to fill the vacancies:

1. City Council may select from existing applicants from the most recent Board and Commission application pool to fill the vacancies. Applications are valid for 12 months. There are enough applicants who were not selected for both the Downtown Commission and Keep Celina Beautiful Board to fill all three vacancies. Staff would need to reach out to applicants to ensure that they are still interested and available. City Council may convene the most recent subcommittee to interview applicants and recommend finalists to the entire City Council.
2. City Council may open applications to fill the vacancies. Interested residents would apply for the vacant positions.
3. City Council may identify and appoint specific residents to fill the vacancies.
4. City Council may allow the positions to remain vacant until the next Board and Commission application period, which will begin in June and conclude with appointments

in September. The two vacancies on the Keep Celina Beautiful Board are making it challenging to achieve quorum for meetings.

Staff requests City Council's direction on the preferred option. Based on City Council's direction, staff will put the appropriate item on an upcoming City Council agenda for Council's consideration and action.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

MIDYEAR VACANCIES ON BOARDS AND COMMISSIONS

City Council Meeting
April 8, 2025



BACKGROUND

- Three Board and Commission Members resigned from their positions
- The annual process to fill vacancies begins in June and ends with appointments in September
- The Boards and Commission Policy does not address filling midyear vacancies
- Staff is requesting Council direction on how to fill midyear vacancies

OPTIONS

1. Select from existing applicants from the most recent Board and Commission application pool.
   - Applications are valid for 12 months.
   - There are enough applicants who were not selected for both the Downtown Commission and Keep Celina Beautiful Board to fill all three vacancies.
   - Staff would need to reach out to applicants to ensure that they are still interested and available.
   - City Council could convene the most recent subcommittee to interview applicants and recommend finalists to the entire City Council.

OPTIONS

2. City Council may open applications to fill the vacancies.
   - Interested residents would apply for the vacant positions.
   - Will take time to open applications and schedule interviews.
3. City Council may identify and appoint specific residents to fill the vacancies.
4. City Council may allow the positions to remain vacant until the next Board and Commission application period.
   - Applications open in June, interviews are in August, and appointments are made in September.
   - The two vacancies on the Keep Celina Beautiful Board are making it challenging to achieve quorum for meetings.

CITY COUNCIL DIRECTION

- Does City Council have a preferred method for filling the three vacancies?

Life Connected.

EDC
City of Celina, Texas

Memorandum

To:	**Celina Economic Development Corporation Board of Directors**
From:	Ty Behringer, Assistant to the City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Ty Behringer
Date:	April 8, 2025
Re:	Discussion regarding Local Business Support Program. (Satarino)

Action Requested:
Discussion regarding Local Business Support Initiatives. (Satarino)

Background Information:
City Council and the CEDC Board of Directors recently approved the 2025-2028 Economic Development Strategic Framework, which identifies Small Business Ecosystems as a key focus area. A central component of this strategy is the creation of the Local Business Support Program (LBSP)—a comprehensive initiative focused on strengthening the local business community, enhancing entrepreneurial success, and fostering long-term economic vitality across Celina.

Led by the Director of Community Development & Downtown Service, LBSP is currently in development and will be built in phases, beginning with a collaborative planning process. At the heart of the program is a commitment to providing tailored resources, educational opportunities, strategic mentorship, and direct consulting support to Celina's small business owners. The program will also work to cultivate meaningful partnerships with the Chamber of Commerce, Downtown Commission, and other key stakeholders to ensure alignment and shared impact.

To support the program's development and stakeholder engagement, staff is proposing a steering committee. This ad hoc advisory group will provide feedback and guidance throughout the program's design phase and will include representation from the Downtown Commission, EDC Board, Chamber of Commerce, and City Council. The committee will meet monthly for the first six months to define key initiatives, structure outreach efforts, and help shape the long-term governance of LBSP.

The Local Business Support Program will feature the following components:

- Financial Support
- Training and Education
- Infrastructure and Resource Access
- Networking and Collaboration Opportunities
- Marketing and Promotion
- Sustainability and Innovation Support
- Monitor and Evaluation
- Policy and Advocacy Support
- Community Engagement and Support

Staff has identified two expedited initiatives in response to local business input:

- One-on-one business consulting (more details to come in May)
- Downtown Patio Enhancement Policy (details below)

Over the past several months, CEDC Staff has received increasing interest from downtown businesses seeking assistance with patio enhancements. This surge in inquiries has prompted the development of a new initiative—the Downtown Patio Enhancement Policy (DPEP). The DPEP is designed to support local businesses in expanding their outdoor spaces, ultimately contributing to a more vibrant downtown atmosphere, increased foot traffic, and a stronger local economy. By providing a structured framework, the policy will help ensure equitable access to funding while aligning with broader downtown revitalization efforts.

The DPEP complements existing programs available to downtown businesses, including Façade Grants, the Neighborhood Empowerment Zone (NEZ), the Tax Increment Reinvestment Zone (TIRZ), and live music grants. Together, these initiatives provide a comprehensive support system for business growth and downtown enhancement.

Staff will present additional details regarding eligibility, funding structure, and application requirements during the meeting, as outlined in the attached draft policy.

Legal Review:
A legal review is not need at this time.

Supporting Documents:
1. Staff Presentation
2. Historic Downtown Patio Enhancement Policy

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

Staff Recommendation:
Staff requests feedback from City Council.

CELINA EDC

Local Business Support Program

CELINA TEXAS EST. 1876
ECONOMIC DEVELOPMENT CORPORATION

City Strategic Plan

7

Be *the* City *of* SMALL BUSINESS

Celina is known for our small, local businesses; they are the heart of the community. We recognize their importance to our quality-of-life and economic sustainability.





OBJECTIVES

- ADOPT FUNDING SOLUTIONS TO SUPPORT SMALL BUSINESSES.
- CREATE A SMALL BUSINESS PROMOTIONAL SUPPORT PROGRAM.
- ADOPT A FORMAL INCUBATOR PROGRAM.

13

EDC Strategic Framework

Strategic Focus Areas

Strategic focus areas prioritize resources, guide decision-making, and align efforts with the community's long-term goals that create a framework for measurable economic progress.

- Business Attraction, Retention & Expansion
- Destination Development
- Marketing & Communications
- Small Business Ecosystem
- Education & Workforce Development
- Community Economic Development



8

Strategic Focus Area

Small Business Ecosystems

Celina's emphasis on an authentic, homegrown small business ecosystem preserves its small-town charm and unique character, while driving economic growth, supporting entrepreneurs, spurring innovation, and strengthening community ties.

GOALS

01

Foster an organizational culture that champions local business entrepreneurship.

02

Identify strategic growth areas that will develop Celina's entrepreneurial ecosystem.

OBJECTIVES

1. **Create** mentorship and networking programs that connect established business owners with new entrepreneurs to encourage collaboration and knowledge sharing.
2. **Develop** a centralized resource hub (online and physical) to offer local entrepreneurs access to vital information, funding opportunities, and business development tools.

1. **Develop** incentive programs, grants, and financing options to attract and support new startups and early-stage businesses in Celina.
2. **Promote** innovation and entrepreneurship through workshops, events, and community engagement that connect local entrepreneurs with investors and experts.



12

Program Development

Economic Development Delivery Systems

Economic delivery systems are a set of strategies, processes, and infrastructure that the CEDC uses to promote and facilitate economic growth. These are every day internal processes that impact the execution of strategic goals.

Data Driven Decision Making	Organization	Program Development	Funding Strategies
• Initiate a data collection process to support the goals of each strategic focus area. • Use data insights to guide economic development decisions and benchmark success. • Implement tools that offer transparency and improve strategic outcomes.	• Build strategic partnerships with local stakeholders and higher education • Align the EDC with internal and external stakeholders to increase collaboration and coordination. • Advocate for local and state level zoning and development policy decisions.	• Initiate a Local Business Support Program. • Develop an entrepreneurial ecosystem. • Build programs to define tourism and its economic impact.	• Establish public-private partnerships • Align the EDC with internal and external stakeholders to increase opportunities for funding and pool resources.

Local Business Support Program

- The Local Business Support Program (LBSP), once adopted, will be a comprehensive toolbox for all local businesses.
- LBSP is currently in development and will be built in phases, beginning with a collaborative planning process.
- At the heart of the program is a commitment to providing tailored resources, educational opportunities, strategic mentorship, and direct consulting support to Celina's small business owners.
- The program will also work to cultivate meaningful partnerships with the Chamber of Commerce, Downtown Commission, and other key stakeholders to ensure alignment and shared impact.

Collaborations



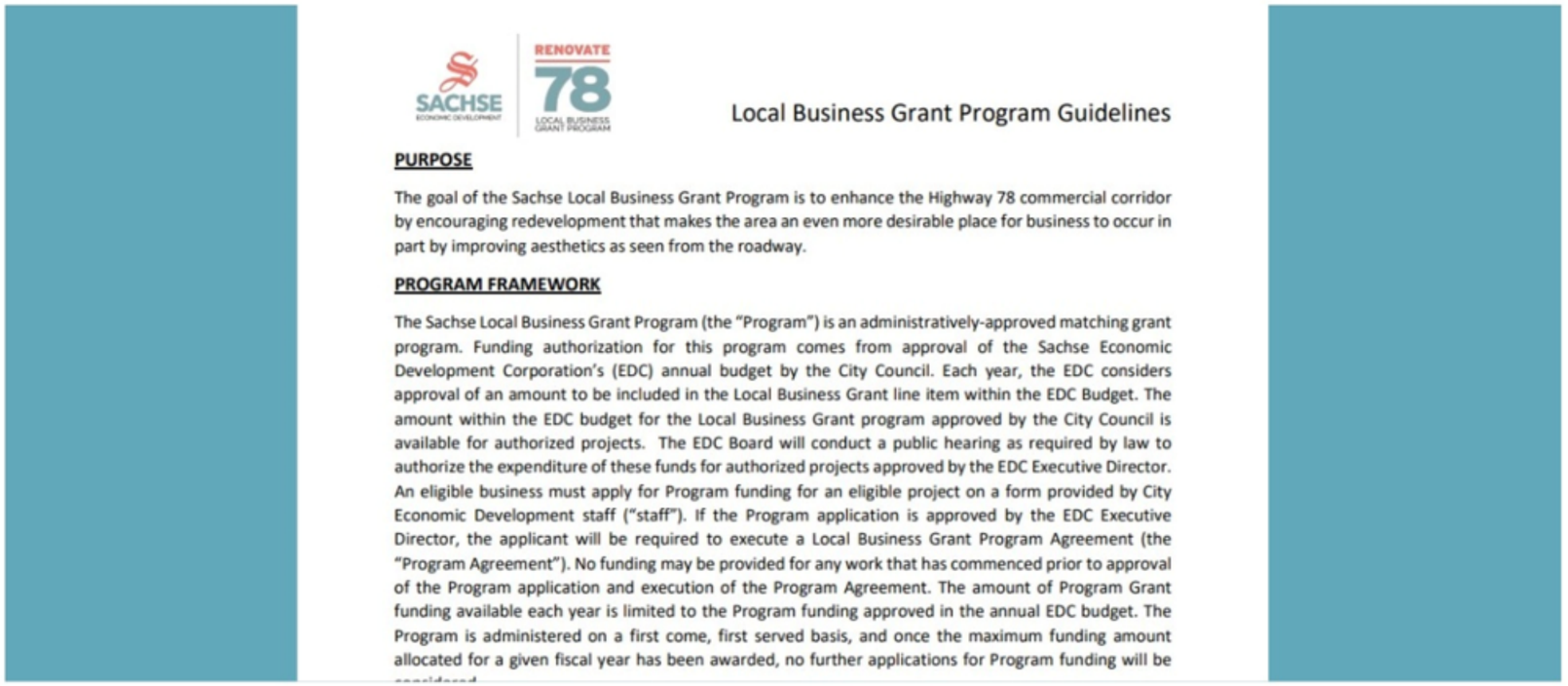
Steering Ad Hoc Committee to include (2) City Council, (2) EDC, (2) Downtown Commission, and (2) Chamber of Commerce representatives.

Potential Components

- **Financial Support**
  - Grants and/or subsidies
  - Revolving loan program
  - Performance incentives
  - Job creation incentives
- **Training and Education**
  - Workshops and seminars
  - Mentorship programs
  - business development resources
- **Infrastructure and Resource Access**
  - Affordable workspaces
  - Access to technology and equipment
  - Digital literacy programs
- **Networking and Collaboration Opportunities**
  - Local business alliances
  - networking events
  - B2B partnerships
- **Marketing and Promotion**
  - Local business directory (BluDot maintenance)
  - Collaborative marketing campaigns
  - Digital presence support
  - Shop local initiatives

Potential Components

- **Policy and Advocacy Support**
  - Local business advocacy
  - Permitting assistance/development liaison
  - Support for regulations and legislation
- **Community Engagement and Support**
  - Public awareness campaigns
  - Volunteer/ambassador programs
  - Local business events
- **Sustainability and Innovation Support**
  - Green initiatives
  - Innovation hubs
  - Business recovery resources
- **Monitor and Evaluation**
  - Feedback mechanisms
  - Impact assessment



SACHSE ECONOMIC DEVELOPMENT

RENOVATE 78 LOCAL BUSINESS GRANT PROGRAM

Local Business Grant Program Guidelines

PURPOSE

The goal of the Sachse Local Business Grant Program is to enhance the Highway 78 commercial corridor by encouraging redevelopment that makes the area an even more desirable place for business to occur in part by improving aesthetics as seen from the roadway.

PROGRAM FRAMEWORK

The Sachse Local Business Grant Program (the "Program") is an administratively-approved matching grant program. Funding authorization for this program comes from approval of the Sachse Economic Development Corporation's (EDC) annual budget by the City Council. Each year, the EDC considers approval of an amount to be included in the Local Business Grant line item within the EDC Budget. The amount within the EDC budget for the Local Business Grant program approved by the City Council is available for authorized projects. The EDC Board will conduct a public hearing as required by law to authorize the expenditure of these funds for authorized projects approved by the EDC Executive Director. An eligible business must apply for Program funding for an eligible project on a form provided by City Economic Development staff ("staff"). If the Program application is approved by the EDC Executive Director, the applicant will be required to execute a Local Business Grant Program Agreement (the "Program Agreement"). No funding may be provided for any work that has commenced prior to approval of the Program application and execution of the Program Agreement. The amount of Program Grant funding available each year is limited to the Program funding approved in the annual EDC budget. The Program is administered on a first come, first served basis, and once the maximum funding amount allocated for a given fiscal year has been awarded, no further applications for Program funding will be

FUNDING

Program funding is limited to 75% of the project costs not exceed $25,000. The applicant must pay at least 25% of costs and the EDC portion shall not exceed 75% of the total cost.

The Program Grant will be provided pursuant to the Program Agreement and paid following completion of the project and City verification of the Project work. The criteria below must also be met:

- The business shall provide a written payment request pursuant to the Program Agreement within thirty (30) days after completion of the Project and shall be accompanied by receipts, invoices, and other relevant expenditure documentation.
- Final disbursement shall be for actual eligible costs incurred and paid not to exceed the matching grant.

Sachse, TX EDC Local Business Grant Program

- Administratively-approved matching grant program
- Program fund is approved by City Council annually
- First come, first served basis and administered by staff

Investment	Rebate
$200	$1.02
$1,000	$5.08
$10,000	$50.82
$100,000	$508.20
$500,000	$2,541.00
$1,000,000	$5,082.00
$1,500,000	$7,623.00
$1,750,000	$8,893.50
$2,000,000	$10,000.00 (max)



CITY OF KYLE
ECONOMIC DEVELOPMENT

First Year on Us

Why?

Vision: "Kyle is dedicated to setting the stage for development success-in economic development as well as real estate development."

Economic Development is the creation of wealth through diversification and generation of new tax dollars. Through creating new tax dollars, an enhanced and diverse local economic ecosystem becomes prosperous, efficient and grows with the community allowing for new and improved opportunities for local residents and businesses.

The "First Year on Us" program is designed with the goal of promoting equity and consistency in our commercial economic development policies. This program seeks to provide a partnership through financial assistance, however, not subsidies, to commercial property and business owners seeking to make a positive impact and investment in their commercial property and buildings within the City of Kyle.

How?

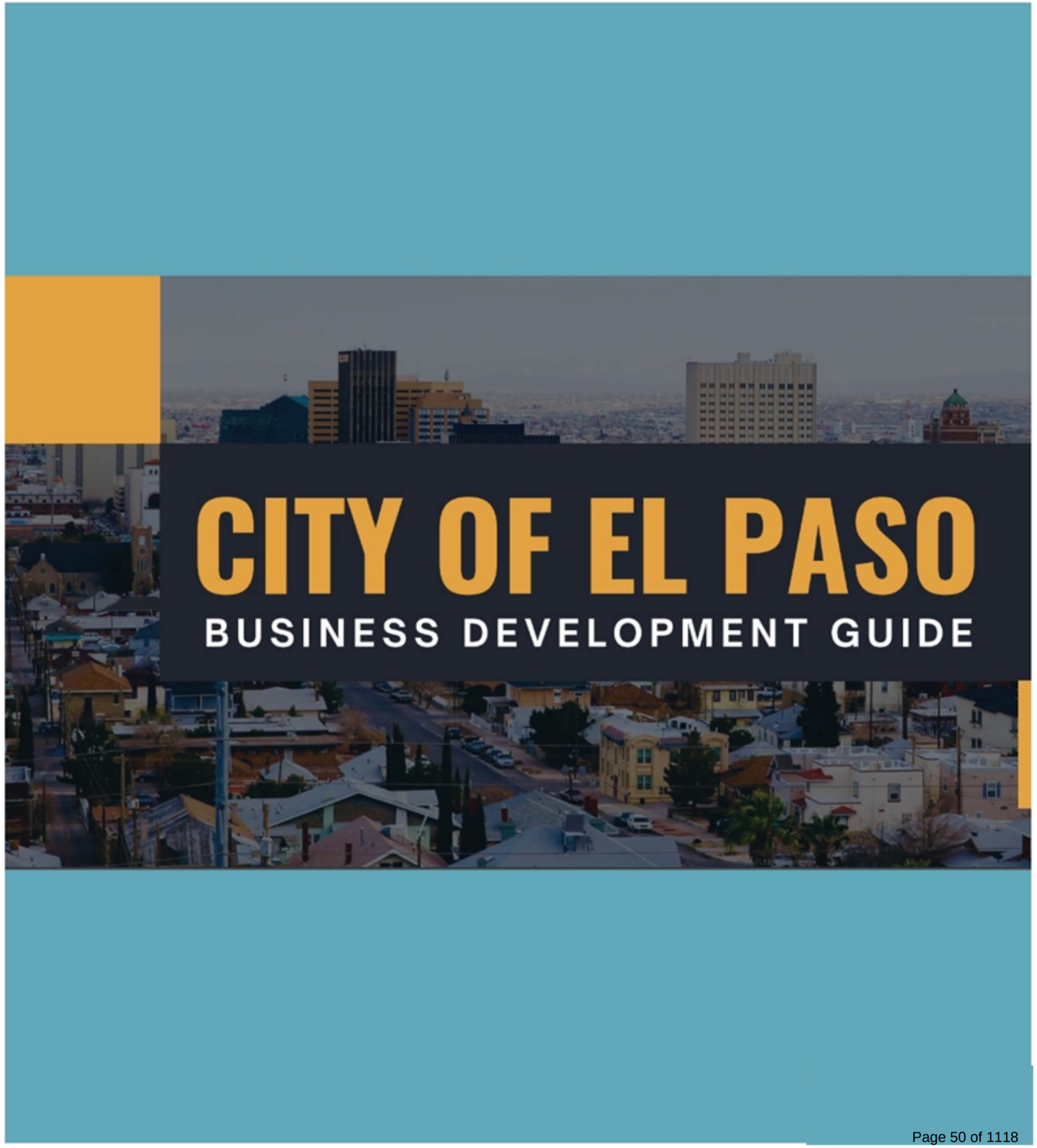
Under the "First Year on Us" commercial development plan, owner occupied businesses may apply for a one-time tax rebate up to $10,000 for improvements on real and personal property that increase the value of said property. Meaning, the City of Kyle will rebate one dollar for every new tax dollar generated as a direct result of investment and improvements to commercial property. The current tax rate for the City of Kyle is 0.5082. Based upon the current tax rate, $200.00 of investment equals $1.01 of new tax dollars. Non-owner occupied businesses and developers may apply for the same credit up to $5,000.

Kyle, TX EDC First Year on Us Commercial Development Plan

- One-time tax rebate up to $10,000 for improvements on real and personal property that increases the value of the property

El Paso, TX EDC Business Development Guide

- **Marketing Guide for Business Development/Planning Resources**
  - Starting your business
  - Financing
  - Hiring Employees
  - Taxes
  - Licensing
  - Business Development Guide

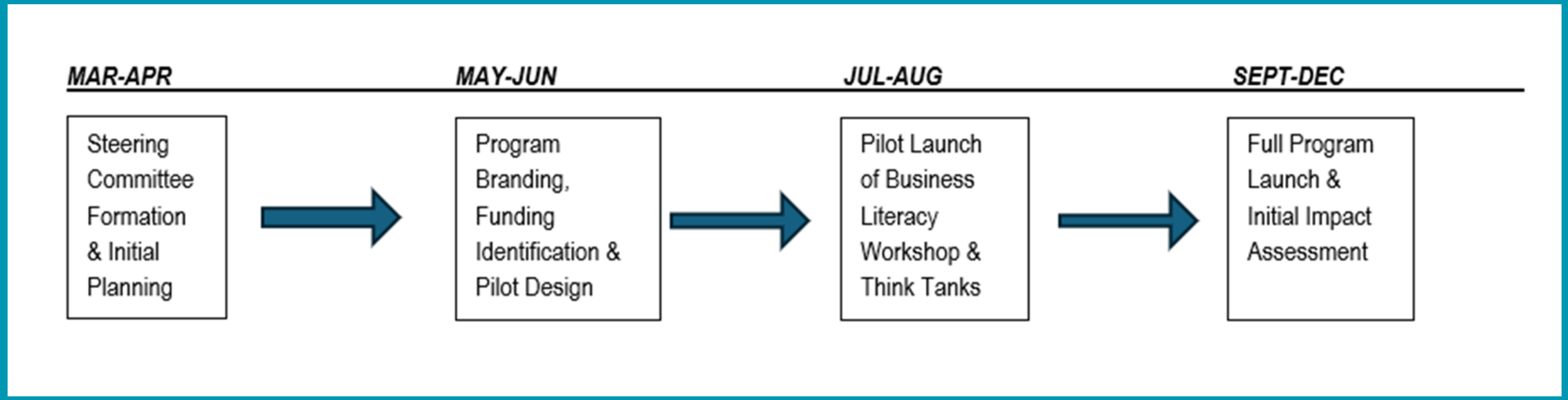


Potential Examples

Examples of programs and outreach of the LBSP:

- **LBSP Academy** – a series of workshops focused on business literacy, marketing, and financial planning
- **One-on-One Business Consulting** – free access to professionals in finance, marketing, law, and operations
- **Mentorship Network** – pairing new entrepreneurs with experienced local business leaders
- **Strategic Retention & Attraction Initiatives** – aligning business support efforts with Celina's growth trajectory
- **Community Engagement & Advocacy** – ensuring businesses have a voice in policy, planning, and resource delivery

Timeline


MAR-APR
Steering Committee Formation & Initial Planning
MAY-JUN
Program Branding, Funding Identification & Pilot Design
JUL-AUG
Pilot Launch of Business Literacy Workshop & Think Tanks
SEPT-DEC
Full Program Launch & Initial Impact Assessment

Expediated Initiatives



Background - Patio Enhancement Policy

- LBSP is designed to complement Celina's existing business assistance toolbox creating a well-rounded support ecosystem for small business development.
- Downtown Celina is recognized as the economic engine for the city and was identified as a "Priority Project" in the 2025 - 2028 CEDC Economic Development Strategic Framework adopted by Resolution by the CEDC Board and City Council in March 2025.
- CEDC Staff has since received multiple inquiries regarding downtown patio enhancements.

Policy Considerations

- CEDC Staff recognize the need to assist with downtown patio enhancements.
  - Aligns with the 2025 - 2028 CEDC Economic Development Strategic Framework
  - Potential to enhance Downtown appearance
  - Potential to extend visitor stay
  - Potential for increased sales tax revenue

- A policy is required to streamline eligibility among downtown businesses and facilitate fair distribution of available funds.

- There is currently a Downtown Improvement Program (DIP) where the Patio Enhancement Policy will reside.

Facade Grants

- Provides reimbursement grants to developers for site improvements made to downtown buildings.
- Grant should not exceed 50% of capital improvements made to the building.
- Grant should not to exceed $50,000.
- Policy to be drafted at a later date.

Tax Increment Finance Zone

- A special zone created by City Council to attract new investment.
- This zone helps finance costs of redevelopment and promote growth.
- Taxes attributable to new improvements (tax increments) are set-aside in a fund to finance public improvements within the boundaries of the zone.

Neighborhood Empowerment Zone

- Encourages development in Downtown through a reduction of building permits fees and impact fees for commercial or residential new construction or remodeling.
- 100% reduction in building permit fees in the Historic Square.
- Outside the Historic Square, but within the NEZ boundary, will have a 75% reduction in building permit fees.

Downtown Patio Enhancement Policy

Downtown Patio Enhancement Policy

The purpose of this policy is to establish a standardized framework for evaluating and supporting historic downtown business merchants seeking to expand their place of business by adding patio space. This initiative aims to:

- Strengthen economic development by enhancing business sales and foot traffic.
- Promote an indoor/outdoor experience for patrons, encouraging a vibrant downtown.
- Encourage placemaking efforts that contribute to the historic and aesthetic appeal of downtown.
- Provide structured financial assistance opportunities based on business performance and economic impact.

Downtown Patio Enhancement Policy

Businesses seeking support for patio expansion must meet the following criteria:

- Be located within the designated Patio Commons and Entertainment Districts as identified in the Downtown Master Plan.
- Hold a valid business license and be in good standing with the city (no outstanding violations or code enforcement issues).
- Have been in operation for a minimum of 12 months with demonstrated financial stability.
    - Businesses that have not operated for a minimum of 12 months are most likely eligible for the Façade Grant
- Provide a business plan detailing how the patio will enhance operations, customer experience, and economic impact.

Downtown Patio Enhancement Policy

Business Performance Metrics

- Applicant must prove:
  - Increased sales tax revenue generation
  - Employment growth or sustained employment
  - Community engagement and events

Downtown Patio Enhancement Policy

Funding and Contribution Model

- Maximum of $50,000 from City and CEDC
- Up to 50% of capital costs covered
- Number of projects subject to annual budgetary allocation
- Applicant must agree to one-to-one matching grant
- Performance-based incentives for additional sales tax generation

Downtown Patio Enhancement Policy

1

Preliminary Consultation

1.CEDC
2.Development Services

2

Submission of Application

1.Detailed project proposal
2.Performance Report (Preceding 12 months)
3.Project Capital Costs
4.Incentive Request

3

Review & Approval

Application to be presented for consideration to:

- Patio Review Committee
- CEDC
- City Council

4

Implementation & Compliance

- Approved projects must commence construction within 6 months of approval
- City Inspections will ensure compliance with building codes

Downtown Patio Enhancement Policy

- Questions answered:
  - Is new construction eligible?
    - No, but new construction IS eligible for Façade Grants.
  - Are only restaurants eligible?
    - No, all businesses are eligible but must prove an enhancement to downtown aesthetics and community engagement.
  - Are the business' hours of operation considered?
    - Yes, hours of operation that coincide with high traffic patterns indicates increased sales tax revenue, employment growth, or community engagement.

Downtown Patio Enhancement Policy

Policy Review and Amendments

- Annual policy review for effectiveness
- Adjustments based on business and city feedback
- Expansion of district boundaries as interest grows

Downtown Patio Enhancement Policy

City of Celina, Texas · Celina Economic Development Corporation

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1. Purpose & Objectives

The purpose of this policy is to establish a standardized framework for evaluating and supporting historic downtown business merchants seeking to expand their place of business by adding patio space. Patio space refers to an outdoor area adjacent to or associated with a business, typically a restaurant, café, or retail establishment, that is designed for public or customer use. This space may include seating, tables, decorative elements, landscaping, and other features that enhance the pedestrian experience and contribute to the vibrancy of the downtown environment. Patio spaces should be well-maintained, accessible, and compliant with all applicable zoning, safety, and design guidelines established by the city. This initiative aims to:

- Strengthening economic development by enhancing business sales and foot traffic.
- Promote an indoor/outdoor experience for patrons, encouraging a vibrant downtown.
- Encourage placemaking efforts that contribute to the historic and aesthetic appeal of downtown.
- Provide structured financial assistance opportunities based on business performance and economic impact.
- Serve as a component of the Downtown Improvement Program (DIP) toolbox, fostering a dynamic downtown environment.

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2. Eligibility Criteria

Businesses seeking support for patio expansion must meet the following criteria:

- Be located within the designated Downtown District boundary, with the potential for boundary expansion as interest in the program grows.
- In most cases, this funding policy will focus on existing businesses or buildings within the designated boundary and will generally not apply to new construction, unless an exception is determined based on program goals and economic impact.
- Hold a valid business license and be in good standing with the city (no outstanding violations or code enforcement issues).
- Have been in operation for a minimum of 12 months with demonstrated financial stability; if not eligible for a façade grant.
- Provide a business plan detailing how the patio will enhance operations, customer experience, and economic impact.

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3. Standardized Assessment Framework

Applications for patio enhancement will be assessed based on the following:

DRAFT

3.1 Business Performance Metrics

- **Sales Tax Revenue Generation** – Businesses must demonstrate year-over-year growth or steady sales performance.
- **Employment Growth** – The business should show job creation or sustained employment levels.
- **Community Engagement & Events** – Preference is given to businesses that contribute to downtown events or partnerships.

3.2 Patio Design & Compliance

- Patio designs must comply with ADA accessibility requirements, city codes, and historic district design standards.
- Designs must be reviewed and/or approved by the city's Downtown Commission and Design Review Committee.
- Safety considerations, including fire code compliance, must be incorporated.

3.3 Economic Impact Potential

- Projected increase in foot traffic and customer engagement.
- Positive impact on neighboring businesses.
- Potential to attract visitors and tourism.

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4. Funding Mechanisms & Contribution Model

Financial assistance for patio enhancements will be structured as follows:

4.1 City & EDC Contribution Model

- The policy allows for a maximum combined contribution of $50,000 from both the City and Economic Development Corporation (EDC) in the form of reimbursable grants.
- Only **two (2) patio projects will be allowed per year** under this program.

4.2 Matching Grants

- Up to 50% of eligible patio enhancement costs may be covered, with a **cap of $50,000 per project** (combined City & EDC funds).
- The business applying for the grant will be required to provide a minimum contribution equal to a one-to-one match.

4.3 Performance-Based Incentives

- Additional funding considerations may be provided based on sales tax revenue increases post-expansion.
- Priority is given to businesses investing in sustainability features (e.g., green infrastructure, stormwater management).

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5. Application & Approval Process

Step 1: Preliminary Consultation

Business owners must schedule a consultation with the City Economic Development Department to discuss project scope, funding options, and compliance requirements.

Step 2: Submission of Application

Applications will open on September 1st and must be submitted by December 1st. Applicants must submit:

- A detailed project proposal (renderings, dimensions, materials, etc.).
- A business performance report covering at least the past 12 months.
- A budget breakdown and funding request.

Step 3: Review & Approval

Applications will be reviewed by a Patio Review Committee, consisting of:

- City Economic Development Staff
- Historic District Representative
- Municipal Planning & Zoning Officials
- Downtown Commission Member

Approval is based on business impact, design feasibility, street life enhancement, visibility and funding availability.

Step 4: Implementation & Compliance Monitoring

- Approved projects must begin construction within 6 months of approval.
- City inspections will ensure compliance with building codes & historic district guidelines.

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6. Additional Considerations

6.1 Public Safety & Liability

- Businesses must provide proof of liability insurance covering the patio expansion.
- Compliance with alcohol service regulations (if applicable).

6.2 Seasonal & Temporary Patio Options

- The city may explore seasonal permits for temporary patios, allowing businesses to test feasibility before committing to permanent expansion.

6.3 Integration with Broader Economic Development Goals

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- This policy aligns with the city's Comprehensive Downtown Revitalization Plan and Tourism & Business Growth Strategies.

6.4 Case-by-Case Projects

- Projects that do not offer an immediate economic benefit but enhance downtown aesthetics will be considered on a case-by-case basis.

7. Policy Review & Amendments

- The policy will be reviewed annually to assess its impact and effectiveness.
- Adjustments may be made based on feedback from businesses, city staff, and downtown stakeholders.
- Expansion of the Downtown District boundary will be considered as program interest grows.

DRAFT

Life Connected.

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:	Jeovanna Rubio
Date:	April 8, 2025
Re:	Charter Election Summary (Kearney)

Action Requested:
Summary of upcoming Charter Election (Kearney)

Background Information:
The City of Celina is holding a Charter election on May 3, 2025, with early voting from April 22 through April 29, 2025, for voters to consider 10 amendments to the City's Charter. Mayor Ryan Tubbs requested a review of the proposed charter amendments be included on the April council meeting agenda.

On June 25, 2024, City Council directed staff to initiate the Charter Review process. A Charter Review Commission of residents was created to review the City's Charter and discuss potential changes, meeting from October 16 through November 20. At the January 14, 2025, City Council meeting, the Charter Review Commission presented their recommendations to City Council for consideration. Council called an election and approved the specific propositions to change the Charter at the February 11, 2025 Council meeting.

The 10 proposed amendments for voter consideration are:

- Proposition A - 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 B - 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 2025?

- Proposition C - 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 D - Shall Section 4.03(10) of the Charter of the City of Celina, Texas be amended to eliminate the requirement 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 E - 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, entitled "Finance Department"?
- Proposition F - 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, beginning with appointments made in May 2025?
- Proposition G - 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 H - 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 I - 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 J - Shall the Charter of the City of Celina, Texas be amended throughout to correct certain outdated and unclear terminology, grammatical and numbering errors?

Legal Review:
N/A

Supporting Documents:
1. Summary of Charter Election Presentation

Financial Consideration:
N/A

Staff Recommendation:
N/A

SUMMARY OF UPCOMING CHARTER ELECTION

City Council Meeting
April 8, 2025



TIMELINE

- June 25, 2024 – City Council initiated the Charter Review process
- October 16, 2024 – November 20, 2024 – Charter Review Commission met to discuss potential changes to the City Charter
- January 14, 2025 – the Charter Review Commission's recommendations were presented to City Council
- February 11, 2025 – Council approved the changes to include in the election and called the election for May 3, 2025
- April 11, 2025 – Notice of Election will be published in the Newspaper, on our Bulletin Board, and Website
- April 22 – April 29, 2025 – Early Voting
- May 3, 2025 – Election Day

CHARTER AMENDMENT PROPOSITIONS

Proposition A
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 B
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 2025?

Proposition C
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?

CHARTER AMENDMENT PROPOSITIONS

Proposition D
Shall Section 4.03(10) of the Charter of the City of Celina, Texas be amended to eliminate the requirement 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 E
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, entitled “Finance Department”?

Proposition F
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, beginning with appointments made in May 2025?

CHARTER AMENDMENT PROPOSITIONS

Proposition G
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 H
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 I
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 J
Shall the Charter of the City of Celina, Texas be amended throughout to correct certain outdated and unclear terminology, grammatical and numbering errors?

EARLY VOTING ELECTION DATES

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Apr 20	Apr 21	Apr 22 Open: 8:00 AM Close: 5:00 PM	Apr 23 Open: 8:00 AM Close: 5:00 PM	Apr 24 Open: 8:00 AM Close: 5:00 PM	Apr 25 Open: 8:00 AM Close: 5:00 PM	Apr 26 Open: 8:00 AM Close: 5:00 PM
Apr 27 Closed	Apr 28 Open: 7:00 AM Close: 7:00 PM	Apr 29 Open: 7:00 AM Close: 7:00 PM				

Collin County Residents:

Collin College Celina Campus
2505 Kinship Parkway,
Celina, Texas 75009

Denton County Residents:

Pilot Point Senior Center- *Exercise Room*
310 S. Washington St,
Pilot Pont, Texas 76258

Prosper Fire Station #2- *Training Room*
1140 S. Teel Parkway,
Prosper, Texas 75078

VOTING DAY

Saturday, May 3, 2025
7:00 AM to 7:00 PM



Collin County Residents:

Collin College Celina Campus
2505 Kinship Parkway,
Celina, Texas 75009

Denton County Residents:

Pilot Point Senior Center- *Exercise Room*
310 S. Washington St,
Pilot Pont, Texas 76258

Prosper Fire Station #2- *Training Room*
1140 S. Teel Parkway,
Prosper, Texas 75078

QUESTIONS?

Life Connected.

CITY COUNCIL REGULAR MEETING
CELINA COUNCIL CHAMBERS
112 N. COLORADO ST.
TUESDAY, MARCH 11, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:01 PM.

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

Members Absent:
Mayor Pro Tem Andy Hopkins

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. Potential lawsuit for removal of material from public right-of-way
B. Discussion regarding a Development Agreement for Mesa Verda
C. Discussion regarding the Temporary Facilities for 1876 Country Club
D. Discussion regarding Solid Waste Contract
E. Update and briefing regarding personnel investigation

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

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

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

G. Discussion regarding an electrical easement for the Texas New Mexico Power Company

H. Discussion regarding eminent domain for property located on the southwest corner of Choate Parkway and Custer Road

I. Discussion regarding land acquisition located approximately northeast of Smiley Road and Old Dairy Farm Road

J. Discussion regarding land acquisition located approximately east/northeast of Collin County Outer Loop and County Road 51

K. Discussion of potential land acquisition approximately south of Ohio Street and Louisiana Drive

Mayor Tubbs recessed the meeting at 5:03 PM.
Mayor Tubbs reconvened the meeting at 6:50 PM.

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

L. Consider and act on a Resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire a 0.2830 acre tract for construction of public improvements for Choate Parkway from Roseland Parkway to Custer Road (FM 2478), including but not limited to, construction and maintenance of roadway, grading, such appurtenant facilities as may be necessary, and other public uses, on property generally described as being located in the Coleman Watson survey, abstract A0945, Collin CAD property ID #2123638, Collin County, Texas, such property generally located on the southwest corner of Choate Parkway and FM 2478, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful;

appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date.

Upon a motion by Council Member Cawlfield and a second by Deputy Mayor Pro Tem Koehne, the Council voted five (5) for and none (0) opposed to approve a Resolution of the City Council of the City of Celina, Texas finding that a public necessity exists and authorizing condemnation to acquire a 0.2830 acre tract for construction of public improvements for Choate Parkway from Roseland Parkway to Custer Road (FM 2478), including but not limited to, construction and maintenance of roadway, grading, such appurtenant facilities as may be necessary, and other public uses, on property generally described as being located in the Coleman Watson survey, abstract A0945, Collin CAD property ID #2123638, Collin County, Texas, such property generally located on the southwest corner of Choate Parkway and FM 2478, and being more particularly described herein; providing notice of an official determination to acquire real property for construction and maintenance of roadway, grading, such appurtenant facilities as may be necessary, and other public uses; authorizing the city manager to obtain the necessary appraisal reports and make bona fide offers of just compensation for the property; ratifying prior documents made for acquisition of the property; authorizing legal counsel to institute eminent domain proceedings on behalf of the city for the acquisition of the property if negotiations are unsuccessful; appropriating funds from a lawful source; providing a cumulative repealer clause; providing a severability clause and providing for an effective date . The motion carried 5-0.

RESOLUTION NO. 2025-13R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS FINDING THAT A PUBLIC NECESSITY EXISTS AND AUTHORIZING CONDEMNATION TO ACQUIRE A 0.2830 ACRE TRACT FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS FOR CHOATE PARKWAY FROM ROSELAND PARKWAY TO CUSTER ROAD (FM 2478), INCLUDING BUT NOT LIMITED TO, CONSTRUCTION AND MAINTENANCE OF ROADWAY, GRADING, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES, ON PROPERTY GENERALLY DESCRIBED AS BEING LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT A0945, COLLIN CAD PROPERTY ID #2123638, COLLIN COUNTY, TEXAS, SUCH PROPERTY GENERALLY LOCATED ON THE SOUTHWEST CORNER OF CHOATE PARKWAY AND FM 2478, AND BEING MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING NOTICE OF AN OFFICIAL DETERMINATION TO ACQUIRE REAL PROPERTY FOR CONSTRUCTION AND MAINTENANCE OF

ROADWAY, GRADING, SUCH APPURTENANT FACILITIES AS MAY BE NECESSARY, AND OTHER PUBLIC USES; AUTHORIZING THE CITY MANAGER TO OBTAIN THE NECESSARY APPRAISAL REPORTS AND MAKE BONA FIDE OFFERS OF JUST COMPENSATION FOR THE PROPERTY; RATIFYING PRIOR DOCUMENTS MADE FOR ACQUISITION OF THE PROPERTY; AUTHORIZING LEGAL COUNSEL TO INSTITUTE EMINENT DOMAIN PROCEEDINGS ON BEHALF OF THE CITY FOR THE ACQUISITION OF THE PROPERTY IF NEGOTIATIONS ARE UNSUCCESSFUL; APPROPRIATING FUNDS FROM A LAWFUL SOURCE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING FOR AN EFFECTIVE DATE

M. Consider and act upon a Resolution to authorize the City Manager to sign easement documents necessary for Texas New Mexico Power Company to acquire a 0.749 acre easement from the City of Celina for $284,992.00.

Upon a motion by Council Member Wigginton and a second by Deputy Mayor Pro Tem Koehne, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2025-14R. The motion carried 5-0.

RESOLUTION NO. 2025-14R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS AUTHORIZING GRANT AN EASEMENT, GENERALLY DESCRIBED AS BEING A 32,624 SQUARE FOOT (0.749-ACRE) TRACT OF LAND OUT OF THE JAS M. CULWELL SURVEY, ABSTRACT NUMBER 195, LOCATED IN THE CITY OF CELINA, TEXAS, COLLIN COUNTY; AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS TO GRANT THE EASEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

IV. PROCLAMATIONS/PRESENTATIONS/OATHS OF OFFICE:

A. Proclamation recognizing the Celina High School Cheer Team (Tubbs)
B. Recognition of Carl Hultgren (White)
C. Proclamation observing Surveyor's Week. (Tubbs)
D. EDC Update. (Satarino)

V. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Development Services Processes Evaluation (Brawner)
B. Discussion on water conservation for summer 2025. (Figueroa)
C. Discussion regarding a school championship recognition policy. (Kearney)

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.

Gina Overstreet spoke regarding J. Fred Smith Pkwy.

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 Wiggington and a second by Council Member Ferguson, the Council voted five (5) for and none (0) opposed to approve consent agenda items A-R, and T. The motion carried 5-0.

A. Minutes Approval:
   1. City Council- Regular Meeting- February 11, 2025, 5:00 p.m.

B. Consider and act to purchase Construction Services for the Fire Station #1 Remodel from Crossland Construction through a cooperative contract with TIPS #22010702 for an amount not to exceed $139,428.00. (Brawner)

C. Consider and act to award bid 2025-018 for the Improvements of the Parkside Lift Station to Criterion Contractors Inc. at the unit prices listed in the amount of $363,663.21 plus ten percent contingency in the amount of $36,366.32 for a total amount not to exceed $400,029.53. (Glasgow)

D. Consider and act to approve a work authorization for design and construction management services of Phase 4 Dark Fiber extension with Capco Communications, for an amount not to exceed $200,522.93. (Alexander)

E. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for Parvin Road improvements from FM 1385 to South Dallas Parkway. (Glasgow)

RESOLUTION NO. 2025-15R

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE

ACQUISITION OF RIGHT OF WAY AND EASEMENTS FOR THE PARVIN ROAD IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE

F. Consider and act upon an Ordinance granting to Universal Natural Gas, a non-exclusive franchise and right to enter the public ways to install, operate and maintain a distribution system within, along, across, over and under the public ways of the City of Celina, Texas for the transportation, distribution, and/or sale of gas to customers and the public generally in the city (Brawner)

ORDINANCE NO. 2025-10

AN ORDINANCE GRANTING TO UNIVERSAL NATURAL GAS, LLC (d/b/a UNIVERSAL NATURAL GAS, INC.) AND ITS SUCCESSORS AND ASSIGNS, FOR A PERIOD OF TEN (10) YEARS FROM THE EFFECTIVE DATE OF THIS ORDINANCE, A NON-EXCLUSIVE FRANCHISE AND RIGHT TO ENTER THE PUBLIC WAYS TO INSTALL, OPERATE AND MAINTAIN A DISTRIBUTION SYSTEM WITHIN, ALONG, ACROSS, OVER AND UNDER THE PUBLIC WAYS OF THE CITY OF CELINA, TEXAS FOR THE TRANSPORTATION, DISTRIBUTION AND/OR SALE OF GAS TO CUSTOMERS AND THE PUBLIC GENERALLY IN THE CITY; DEFINING THE WORDS AND PHRASES THEREIN; PROVIDING FOR ASSIGNMENT, SALE OR LEASE OF THE FRANCHISE; PROVIDING FOR USE AND REPAIR OF THE PUBLIC WAYS; PROVIDING FOR REGULATION OF SERVICE; ESTABLISHING DEPTH OF PIPELINES; ESTABLISHING RIGHTS AND DUTIES IN THE MOVEMENT AND ALTERATION OF PIPELINES; PROVIDING FOR INDEMNIFICATION OF THE CITY OF CELINA; PROVIDING FOR INSPECTION OF GRANTEE'S RECORDS; REQUIRING GRANTEE TO PAY A FRANCHISE FEE; PROVIDING FOR CONDITIONS OF THE FRANCHISE; PROVIDING FOR CONSTRUCTION OF THIS ORDINANCE UPON THE INVALIDITY OF ANY PART THEREOF; PROVIDING FOR ACCEPTANCE OF THIS FRANCHISE BY GRANTEE AND BOTH AN EFFECTIVE AND AN OPERATIVE DATE THEREOF; REPEALING ALL PREVIOUS GAS FRANCHISE ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION AND PRESCRIBING AN EFFECTIVE DATE.

G. Consider and act to approve a work authorization for design services from TRC Engineers, Inc., for the design of the reconstruction of Hillside Drive, in an amount not to exceed $57,750.00. (Glasgow)

H. Consider and act to authorize an amendment to a work authorization for professional review services of hydraulic and hydrologic studies by Freese and Nichols, Inc. in an amount not to exceed $60,000.00. (Glasgow)

I. Consider and act upon the release of temporary turnaround easement as recorded in Instrument No. 2023-27201, of the Real Property Records of Denton County, Texas (the "Easement" – attached hereto), having been executed in favor of the City of Celina ("The City"), burdens that certain tract of land described as Tract 2 in deed to First Texas Homes, Inc. (Owner) recorded in Instrument No. 2023-51337, of the Real Property Records of Denton County, Texas. (Glasgow)

J. 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. 2025-11

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.

K. Consider and act to award RFP 2025-027 for the upgrade of the city council chambers audio/video system to AVI Systems for $464,717.25 plus ten percent contingency in the amount of $46,471.73 for a total amount not to exceed $511,188.98. (Alexander)

L. Consider and act to authorize the execution of a contract with Utilis Incorporated dba. Asterra to complete leak detection services through a sole source for an amount not to exceed $87,000.00. (Figueroa)

M. Consider and act upon a Resolution to enter in a Local On-System Agreement (LOSA) with the Texas Department of Transportation (TxDOT) to construct the permanent intersection at FM 455 (GA Moore Parkway) and Legacy Drive through the Legacy Hills Development Agreement. (Glasgow)

RESOLUTION NO. 2025-16R

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA APPROVING THE PROPOSED LOCAL ON-SYSTEM IMPROVEMENT PROJECT AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF CELINA FOR THE FM 455 (GA MOORE PARKWAY) AND LEGACY DRIVE IMPROVEMENTS PROJECT AT LEGACY HILLS, CELINA, TX.

N. Consider and act to authorize Amendment 3 to add the Guaranteed Maximum Price (GMP) for the construction of Arizona Drive from Pecan St. to Walnut St. through the Construction Manager At Risk, Swinerton, in the amount not to exceed $947,783.00 (Brawner)

O. Consider and act to accept the resignation of Joseph Burke and declare a vacancy on the Downtown Commission. (Kearney)

P. Consider and act to accept the resignation of Imelda Everett and Linda Hunter, and declare two vacancies on the Keep Celina Beautiful Board. (Kearney)

Q. Consider and act on authorizing the City Manager to execute an Interlocal Agreement between the City of Celina, Texas, and Collin County to receive $327,100.00 of grant funding from Collin County for the development of various trails within Wilson Creek Park. (Walsh)

R. Consider and act to approve a Work Authorization with B-Weiss Entertainment Group, LLC. for event infrastructure at Celina Cajun Fest in an amount not to exceed $242,077.76 (Monaco)

S. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC; for an amount not to exceed $75,000.00. (Satarino)

Upon a motion by Council Member Ferguson and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to approve a Chapter 380 Economic Development and Performance Agreement with BARM Group, LLC. The motion carried 5-0.

T. Consider and act to authorize an Interlocal Agreement for fire protection services between the City of Celina and Denton County. (White)

VIII. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to 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 Capital Improvements Plan for roadways; adopting an updated land use equivalency table; adopting revised roadway Impact Rees; adopting a revised Schedule 1, Assessment Rates, and Schedule 2, Collection Rates, for roadway facilities; updating ordinance reference numbers; and providing

for the repeal of the unattributed credits reimbursement provision under Section 10.02.071. (Glasgow)

Mayor Tubbs opened the public hearing at 8:22 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:23 PM.

Upon a motion by Council Member Ferguson and a second by Council Member Grumbles, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2025-12 as presented without the 50% reduction. The motion carried 5-0.

ORDINANCE NO. 2025-12

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS 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 CAPITAL IMPROVEMENTS PLAN FOR ROADWAYS AND IMPACT FEES FOR ROADWAYS; ADOPTING AN UPDATED LAND USE EQUIVALENCY TABLE; ADOPTING REVISED ROADWAY IMPACT FEES; ADOPTING A REVISED SCHEDULE 1 ASSESSMENT RATES AND SCHEDULE 2 COLLECTION RATES FOR ROADWAY FACILITIES; UPDATING ORDINANCE REFERENCE NUMBERS; PROVIDING FOR THE REPEAL OF THE UNATTRIBUTED CREDITS REIMBURSEMENT PROVISION UNDER SECTION 10.02.071, "CREDITS AND OFFSETS"; PROVIDING FOR AN INCORPORATION OF PREMISES; PROVIDING FOR A SAVINGS, CUMULATIVE REPEALER, AND SEVERABILITY CLAUSE; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING FOR PUBLICATION; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING FOR AN EFFECTIVE DATE.

B. Consider and act upon an Ordinance altering the prima facie speed limits established for vehicles under the provisions of the transportation code, section 545.356 upon a segment of Preston Road (SH 289) between North Legacy Drive and E. G.A. Moore Parkway (CR 100), that is within the incorporate limits of the City of Celina. (Glasgow)

Mayor Tubbs opened the public hearing at 8:30 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:31 PM.

Upon a motion by Council Member Wigginton and a second by Deputy Mayor Pro Tem Koehne, the Council voted four (4) for and one (1) opposed to deny altering the prima facie speed limits upon a segment of Preston Road. The motion carried 4-1. Council Member Cawlfield opposed.

C. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 26 acres of land; generally located 1,800 feet east of Preston Road and north of Frontier Parkway, within the Extraterritorial Jurisdiction (ETJ). (Millen Farms – Development Agreement) (McAfee)

Mayor Tubbs opened the public hearing at 8:59 PM.
Ron Little spoke in opposition and provided a letter. (Exhibit A)
Mayor Tubbs closed the public hearing at 9:08 PM.

Randy and April Grandgeorge wrote a letter in opposition. (Exhibit B)

Upon a motion by Council Member Grumbles and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to table the Millen Farms Development Agreement. The motion carried 5-0.

D. Conduct a public hearing to consider and act upon a request to rezone approximately 41 acres to Commercial, Office, & Retail District (C) zoning; generally located north and south of future Doe Branch Boulevard and approximately 2,725 feet west of Dallas North Tollway, within the City Limits. (McKenzie Tract – Rezoning) (Mohan)

Mayor Tubbs opened the public hearing at 9:27 PM.
Rusty Glover and Karla McKenzie for any questions the Council may have.
Mayor Tubbs closed the public hearing at 9:28 PM.

Upon a motion by Council Member Grumbles and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2025-13. The motion carried 5-0.

ORDINANCE NO. 2025-13
MCKENZIE TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 41 ACRES LOCATED IN THE P.F. HUTCHINSON SURVEY, ABSTRACT NO. 408, AND THE SPENCER RICE SURVEY,

ABSTRACT NO. 788, IN THE CITY OF CELINA, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED NORTH AND SOUTH OF FUTURE DOE BRANCH BOULEVARD AND APPROXIMATELY 2,725 FEET WEST OF DALLAS NORTH TOLLWAY; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED COMMERCIAL, OFFICE, & RETAIL DISTRICT (C); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

E. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 8 acres of land; generally located 1,000 feet north of future O'Brien Drive and west of future Legacy Drive, within the Extraterritorial Jurisdiction (ETJ). (Yellow Door Storage – Development Agreement) (Mohan)

Mayor Tubbs opened the public hearing at 9:31 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:31 PM.

Upon a motion by Council Member Grumbles and a second by Council Member Cawlfield, the Council voted five (5) for and none (0) opposed to approve the Yellow Door Storage Development Agreement. The motion carried 5-0.

F. The Celina City Council will conduct a public hearing to consider public comment regarding the creation of the Legacy Celina Public Improvement District and act upon a Resolution creating the Legacy Celina Public Improvement District.(Stovall)

Mayor Tubbs left at 9:32 PM.

Deputy Mayor Pro Tem Koehne opened the public hearing at 9:34 PM.
With no one wishing to speak, Deputy Mayor Pro Tem Koehne closed the public hearing at 9:34 PM.

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2025-17R. The motion carried 5-0.

RESOLUTION NO. 2025-17R

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE LEGACY CELINA PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

G. The Celina City Council will conduct a public hearing to consider public comment regarding the creation of the Celina 241 Public Improvement District and act upon a Resolution creating the Celina 241 Public Improvement District. (Stovall)

Mayor Tubbs returned at 9:35 PM.

Council Member Wigginton left at 9:35 PM.

Mayor Tubbs opened the public hearing at 9:36 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:36 PM.

Upon a motion by Council Member Ferguson and a second by Council Member Cawlfield, the Council voted four (4) for and none (0) opposed to approve Resolution No. 2025-18R. The motion carried 4-0.

RESOLUTION NO. 2025-18R

A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE CELINA 241 PUBLIC IMPROVEMENT DISTRICT IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE.

H. The Celina City Council will conduct a public hearing to consider public comment and act upon an Ordinance accepting and approving a final Sutton Fields East Public Improvement District Service and Assessment Plan, including the Phase #2 Assessment Roll; making a finding of special benefit to property within Phase #2 of the Sutton Fields East Public Improvement District; levying special assessments against such property and establishing a lien on such property; providing for the method of assessment and the payment of the assessments levied against the assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

Council Member Wigginton returned at 9:37 PM.

Deputy Mayor Pro Tem Koehne left at 9:38 PM.

Mayor Tubbs opened the public hearing at 9:39 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 9:40 PM.

Upon a motion by Council Member Wigginton and a second by Council Member Cawlfield, the Council voted four (4) for and none (0) opposed to approve Ordinance No. 2025-14. The motion carried 4-0.

ORDINANCE NO. 2025-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING AN UPDATED SERVICE AND ASSESSMENT PLAN, INCLUDING A PHASE #2 ASSESSMENT ROLL FOR THE SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #2 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #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.

Deputy Mayor Pro Tem Koehne returned at 9:40 PM.

IX. ACTION ITEM:

A. 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 (Sutton Fields East Improvement District Phase #2 Project); approving and authorizing related agreements; and providing an effective date. (Bromiley)

Upon a motion by Council Member Grumbles and a second by Council Member Ferguson, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2025-15. The motion carried 5-0.

ORDINANCE NO. 2025-15

AN ORDINANCE APPROVING AND AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF CELINA, TEXAS, SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2025 (SUTTON FIELDS EAST PUBLIC IMPROVEMENT DISTRICT PHASE #2 PROJECT); AND APPROVING AND AUTHORIZING RELATED AGREEMENTS.

B. Consider and act upon a Resolution adopting the 2025-2028 Economic Development Strategic Framework. (Satarino)

Upon a motion by Council Member Cawlfield and a second by Deputy Mayor Pro Tem Koehne, the Council voted four (4) for and one (1) opposed to approve Resolution No. 2025-19R. The motion carried 4-1. Council Member Wigginton opposed.

RESOLUTION NO. 2025-19R

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AND THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, A TEXAS HOME-RULE MUNICIPALITY, ADOPTING THE 2025 – 2028 ECONOMIC DEVELOPMENT STRATEGIC FRAMEWORK.

C. Consider and act on acceptance of the Fiscal Year 2024 Audit, the Annual Comprehensive Financial Report (ACFR), and presentation by Forvis Mazars, LLP. (Bromiley)

Upon a motion by Council Member Wigginton and a second by Council Member Cawlfield, the Council voted five (5) for and none (0) opposed to approve the Fiscal Year 2024 Audit. The motion carried 5-0.

D. Consider and act to award RFP 2025-009 for Solid Waste and Recycling Services to Community Waste Disposal L.P. at the unit prices listed for an initial five-year contract term with two renewal periods. (Berry)

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted five (5) for and none (0) opposed to approve awarding the RFP 2025-009 for Solid Waste and Recycling Services to Community Waste Disposal L.P. The motion carried 5-0.

E. Consider and act upon a Resolution approving the Neighborhood Integrity Program policy. (Kearney)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Grumbles, the Council voted two (2) for and three (3) opposed to discontinue the program. The motion carried 2-3. Council Member Ferguson, Council Member Cawlfield, and Council Member Wigginton opposed.

Upon a motion by Council Member Ferguson and a second by Council Member Wigginton, the Council voted three (3) for and two (2) opposed to approve Resolution No. 2025-20R. The motion carried 3-2. Deputy Mayor Pro Tem Koehne, and Council Member Grumbles opposed.

RESOLUTION NO. 2025-20R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE NEW NEIGHBORHOOD INTEGRITY PROGRAM POLICY.

F. Consider and appoint City Council Members to serve on art selection committees for Downtown Center art projects. (Kearney)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to appoint Council Member Wigginton for the interior art selection committee, and Council Member Grumbles for the exterior art selection committee for the Downtown Center art projects. The motion carried 5-0.

G. Consider and act to authorize the purchase of two Pierce Fire Trucks from Siddons Martin Emergency Group in an amount not to exceed $2,416,840.00. (White)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to approve the purchase of two Pierce Fire Trucks from Siddons Martin Emergency Group. The motion carried 5-0.

H. Consider and act on all matters incident and related to approving and authorizing publication of notice of intention to issue certificates of obligation, including the adoption of a Resolution pertaining thereto. (Stovall)

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2025-21R. The motion carried 5-0.

RESOLUTION NO. 2025-21R

A RESOLUTION APPROVING AND AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION.

I. Consider and act on all matters incident and related to declaring the expectation to reimburse expenditures with proceeds of future debt, including the adoption of a Resolution pertaining thereto. (Stovall)

Upon a motion by Council Member Ferguson and a second by Deputy Mayor Pro Tem Koehne, the Council voted five (5) for and none (0) opposed to approve Resolution No. 2025-22R. The motion carried 5-0.

RESOLUTION NO. 2025-22R

A RESOLUTION DECLARING EXPECTATION TO REIMBURSE EXPENDITURES WITH PROCEEDS OF FUTURE DEBT.

X. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 10:35 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Jeovanna Rubio, Assistant City Secretary Date

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CITY MANAGER'S CONFERENCE ROOM
142 N. OHIO ST.
THURSDAY, MARCH 20, 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. Update and briefing regarding personnel investigation

Mayor Tubbs recessed the meeting at 5:01 PM.
Mayor Tubbs reconvened the meeting at 5:55 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 from the public.

V. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 5:56 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Jeovanna Rubio, Assistant City Secretary Date

Life Connected.

CITY COUNCIL SPECIAL CALLED MEETING
CITY MANAGER'S CONFERENCE ROOM
142 N. OHIO ST.
WEDNESDAY, MARCH 26, 2025
5:00 PM
MINUTES

I. CALL TO ORDER AND ANNOUNCE A QUORUM PRESENT:

Mayor Tubbs called the meeting to order at 5:03 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. Update and briefing regarding personnel investigation

Mayor Tubbs recessed the meeting at 5:04 PM.
Mayor Tubbs reconvened the meeting at 5:44 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 from the public.

V. ADJOURNMENT:

Mayor Tubbs adjourned the meeting at 5:50 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Jeovanna Rubio, Assistant City Secretary Date

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:	Benjamin Sutton
Date:	April 8, 2025
Re:	RFP 2025-007: Water and Wastewater Rate Study

Action Requested:
Consider and act to award RFP 2025-007 for Water and Wastewater Rate Study to Willdan Financial Services for a total amount not to exceed $37,000.00. (Stovall)

Background Information:
The City of Celina issued a Request for Proposal (RFP) to conduct a comprehensive water and wastewater rate study. The study will include a three-year look-back period for data analysis and generate a five-year rate forecast, aligning with the City's five-year budget and CIP forecasts. The City anticipates performing rate studies every year to every other year for the foreseeable future due to the volatility of growth and inflationary pressures on the utility. The selected consultant will provide expert analysis and recommendations to ensure fair, equitable, and financially sound water and wastewater rates for all customers.

The RFP was posted to the City's eProcurement system, Ion Wave, from which 486 invitations were sent. Six responses were received, and an initial review was completed by Purchasing to determine the responsiveness of each bidder.

Upon review, Endeavor Utility Solutions, LLC, was deemed non-responsive. The firm did not meet the minimum requirement for years in business at the time of the proposal. The firm was established in 2024.

The five remaining responses were sent to the evaluation committee for further review. The top three firms were selected for an interview and were subsequently ranked based on interview presentation and performance. Willdan scored the highest in the first evaluation round and also in the interview round. The interview rankings were unanimous.

The initial agreement will be to provide a rate study for the years 2026-2030. The contract is for a five-year term from April 2025 through March 2031 and includes two optional renewal periods for the completion of two additional studies.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Agreement
2. Agenda Recap
3. ScoringDetail
4. Bid Tabulation Council
5. Presentation - Water and Wastewater Rate Study

Financial Consideration:
Funding is available through account 202-117-000-6200. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

Staff Recommendation:
Staff recommends awarding the RFP as presented.

City of Celina, Texas
Standard Contract for Services

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (City), and **Willdan Financial Services** (Provider) for **Water and Wastewater Rate Study** (Project). In consideration of the premises, covenants, and mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider hereby agree as follows:

1. **EMPLOYMENT OF THE PROVIDER.** The City agrees to retain the Provider for **Water and Wastewater Rate Study**. The Provider agrees to provide services relative to the following Project: **Water and Wastewater Rate Study** (hereinafter also referred to as "Services") in accordance with the terms and conditions as set forth in this Agreement and **Exhibit - A Request for Proposal/ Specification**, attached hereto and incorporated herein by reference.

2. **SCOPE OF SERVICES.** The Services to be performed are specified in **Exhibit A.** Deviations from the agreed-upon scope of work of such Services may be authorized from time to time by the City in writing.

3. **SCHEDULE OF WORK.** The Provider agrees to begin work upon receipt of written authorization from the City. Time is of the essence for this Agreement, and work will commence immediately.

4. **CONTRACT PERIOD.** The term of the contract is for a five-year period beginning April 9th, 2025 through April 8th, 2030. The contract allows for two amendments for the completion of two additional studies. The additional studies are not guaranteed.

5. **COMPENSATION.** The Provider's total compensation for services to be performed and expenses to be incurred is specified in **Exhibit - B Supplier Response**, attached hereto, and incorporated herein by reference.

6. **PAYMENTS.** Payments will be processed on a monthly basis, and payment will be available within thirty (30) days after the City's receipt of the invoice for the previous month's Services or as set forth in **Exhibit A.**

7. **INVOICING.** Invoices should be prepared and submitted to the City for payment in accordance with Exhibit A. Invoices should be mailed to Accounts Payable, City of Celina, 142 N. Ohio, Celina, TX 75068, or **emailed to accountspayable@celina-tx.gov.**

8. **INFORMATION PROVIDED BY THE CITY.** Although every effort has been or will be made to furnish accurate information, the City does not guarantee the accuracy of the information it furnishes to the Provider.

9. **INSURANCE.** The Provider shall provide proof that it has obtained and will continue to maintain throughout the duration of this Agreement the insurance requirements set forth in **Exhibit C - Insurance Requirements.** Failure to maintain the required insurance may result in immediate termination of this Agreement.

11. **INDEMNIFICATION.** THE PROVIDER AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "INDEMNITEES") FROM AND AGAINST SUITS, ACTIONS, CLAIMS, LOSSES, ANY DAMAGE, LIABILITY, AND FROM AND AGAINST ANY COSTS AND EXPENSES, INCLUDING, IN PART, ATTORNEY'S FEES INCIDENTAL TO THE DEFENSE OF SUCH SUITS, ACTIONS CLAIMS, LOSSES, DAMAGES OR LIABILITY ON ACCOUNT OF INJURY, DISEASE, SICKNESS, INCLUDING DEATH, TO ANY PERSON OR DAMAGE TO PROPERTY INCLUDING, IN PART, THE LOSS OF USE RESULTING THEREFROM, ARISING FROM ANY NEGLIGENT ACT, ERROR OR OMISSION OF THE PROVIDER, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE PROVIDER'S DIRECTION AND CONTROL, AND ARISING OUT OF, RESULTING FROM, OR CAUSED BY THE PERFORMANCE OR FAILURE OF PERFORMANCE OF ANY WORK OR SERVICES

UNDER THIS AGREEMENT, OR FROM CONDITIONS CREATED BY THE PERFORMANCE OR NON-PERFORMANCE OF SAID WORK OR SERVICES. IN THE EVENT ONE OR MORE OF THE INDEMNITEES IS DETERMINED BY A COURT OF LAW TO BE JOINTLY OR DERIVATIVELY NEGLIGENT OR LIABLE FOR SUCH DAMAGE OR INJURY, THE PROVIDER SHALL BE OBLIGATED TO INDEMNIFY INDEMNITEES AS PROVIDED HEREIN ON A PROPORTIONATE BASIS IN ACCORDANCE WITH THE FINAL JUDGMENT, AFTER ALL APPEALS ARE EXHAUSTED, DETERMINING SUCH JOINT OR DERIVATIVE NEGLIGENCE OR LIABILITY. THIS INDEMNIFICATION IS SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, § 271.904(A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002(B), AS SAME MAY BE APPLICABLE TO PROVIDER AS A MATTER OF LAW.

12. **TRANSFER OF INTEREST.** Neither the City nor the Provider may assign or transfer their interests in this Agreement without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. This Agreement is binding on the City, the Provider, and their successors and assigns. Nothing herein is to be construed as creating a personal liability on the part of any City officer, employee or agent.

13. **AUDITS AND RECORDS.** At any time during normal business hours and as often as the City may deem necessary, the Provider shall make available to the City for examination all of its records with respect to all matters covered by this Agreement, and will permit the City to audit, examine and make copies, excerpts, or transcripts from such records. The City may also audit all contracts, invoices, payroll records of personnel, conditions of employment and other data relating to this Agreement.

14. **EQUAL EMPLOYMENT OPPORTUNITY.** The Provider shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or any other protected characteristic. The Provider shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their age, race, color, religion, sex, national origin, disability or any other protected characteristic. Such actions shall include, but not be limited to the following: employment, promotions, demotion, transfers, recruitment or recruitment advertising, layoffs, terminations, selection for training (including apprenticeships), and participation in recreational activities.

    The Provider agrees to post in conspicuous places, accessible to employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause. The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

    The Provider will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each sub-Provider, except that the foregoing provisions shall not apply to contracts or subcontracts for customary office supplies.

    The Provider shall keep records and submit reports concerning the racial and ethnic origin(s) of applicant employment and employees as the law may require.

15. **TERMINATION OF CONTRACT.** The City may terminate this Agreement upon thirty (30) days written notice to the Provider, except in the event (i) the Provider is in breach of this Agreement, or (ii) the Provider fails to comply with the terms of Exhibit A. If either of the foregoing conditions exists, the City shall notify the Provider and the Provider shall be given seven (7) days to cure such breach or failure to comply. Should the Provider fail to cure to the satisfaction of the City, the City may terminate this Agreement upon written notice as provided herein.

    In the event of any termination hereunder, the Provider consents to the City's selection of another Provider to assist the City in any way in completing the Services. The Provider further agrees to cooperate and provide any information requested by the City in connection with the completion of the Services.

The Provider shall be compensated for Services performed and expenses incurred for satisfactory work up to the termination date in that the Provider shall receive a portion of fees and expenses permitted under this Agreement in direct proportion to percentage of work actually completed up to the termination date. This provision shall not deprive the City of any remedies against the Provider that may be available under applicable law.

16. **PROVIDER'S REPRESENTATIONS.** The Provider hereby represents to the City that the Provider is financially solvent and possesses sufficient experience, licenses, authority, personnel, and working capital to complete the Services required under this Agreement.

17. **CITY APPROVAL FOR ADDITIONAL WORK.** No payment, of any nature whatsoever, will be made to the Provider for additional work without the City's written approval before such work begins.

18. **PERFORMANCE BY PROVIDER.** All Services provided by the Provider hereunder shall be performed in accordance with the highest professional standards and in accordance with Exhibit A, and the Provider shall be responsible for all Services provided hereunder whether such services are provided directly by the Provider or by any sub-Providers hired by the Provider. The Provider shall perform all duties and Services and make all decisions called for hereunder promptly and without unreasonable delay. The Provider shall not utilize sub-Providers to perform Services without the City's prior written consent.

19. **DAMAGE.** In all instances where City property and/or equipment is damaged by the Provider's employees, a full report of the facts, extent of the damage and estimated impact on the Provider's schedule shall be submitted to the City by 8:00 a.m. of the following City business day after the incident. If damage may result in further damages to the City or loss of City property, the Provider must notify Police Dispatch immediately. The Provider shall be fully liable for all damage to City property or equipment caused by the Provider's officers, employees, agents or sub-Providers.

20. **CITY OBJECTION TO PERSONNEL.** If at any time after entering into this Agreement, the City has any reasonable objection to any of the Provider's personnel or any personnel retained by the Provider, then the Provider shall promptly propose substitutes to whom the City has no reasonable objection, and the Provider's compensation shall be equitably adjusted to reflect any difference in the Provider's costs occasioned by such substitution.

21. **COMPLIANCE WITH LAWS.** The Provider warrants and covenants to the City that all Services will be performed in compliance with all applicable federal, state, county and City laws, rules, and regulations including, but not limited to, the Texas Industrial Safety and Health Act and the Workers Right-to-Know Law. All necessary precautions shall be taken to assure that safety regulations prescribed by OSHA and the City are followed.

22. **NON-BINDING MEDIATION.** In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved informally by the City and the Provider, the City and the Provider agree to submit such disagreement to non-binding mediation before pursuing any other legal remedy.

23. **ENTIRE CONTRACT.** This Agreement together with Exhibit A, B, and C attached hereto, and any other exhibit attached hereto contains the entire contract between the City and the Provider concerning the Services for the Project. There will be no understandings or contracts other than those incorporated herein. This Agreement may not be modified except by an instrument in writing signed by the Parties hereto. In the event of a conflict between an attachment to this Agreement and this Agreement, this Agreement shall control.

24. **MAILING ADDRESSES.** All notices and communications concerning this Agreement are to be mailed or delivered to the addresses shown below unless and until the other Party is otherwise notified in writing of a different address:

City of Celina	**Provider Mailing Address**
Attn: Contracts	Attn: Contracts
142 N. Ohio	27368 Via Industria, Suite 200
Celina, TX 75009	Temecula, CA 92590
contracts@celina-tx.gov	jgray@willdan.com

Any notices and communications required to be given in writing by one Party or the other shall be considered as having been given to the addressee on the date in the notice or communication is placed in the United States Mail or hand-delivered.

25. **LEGAL CONSTRUCTION.** If any one or more of the provisions contained in this Agreement for any reason is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been included.

26. **GOVERNING LAW.** The validity of this Agreement and any of its terms or provisions as well as the rights and duties of the Parties hereunder, shall be governed by and construed in accordance with Texas law. Exclusive venue for any legal action concerning this Agreement shall be located in Collin County, Texas.

27. **COUNTERPARTS.** This Agreement may be signed in multiple counterparts, each of which shall be deemed to be an original.

28. **EFFECTIVE DATE.** This Agreement shall be effective once it is signed by the City and the Provider, as indicated below.

EXECUTED in single or multiple originals.

CITY OF CELINA	**PROVIDER**
_____	_____
Robert Ranc, City Manager	Jason Gray
	Type/Print Name and Title
_____	03/13/25
Date	Date

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-007
SOLICITATION NAME: WATER AND WASTEWATER RATE STUDY
PROJECT #: N/A

Bid Opening Date	December 12, 2024	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	486
Number of Submissions:	6
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	5
Number of No Bids	2
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
On December 12, 2024, the City received responses to RFP 2025-007 for Water and Wastewater rate study. Six responses were received.

An initial review was completed by Purchasing to determine the responsiveness of each bidder.

Upon review, Endeavor Utility Solutions, LLC, was deemed non-responsive. The firm did not meet the minimum requirement for years in business at the time of the proposal. The firm was established in 2024.

The five remaining responses were sent to the evaluation team for review. Upon completion of the review, the committee selected the top three firms for an interview. Interviews were completed, and the committee ranked each firm based on interview presentation and performance. Willdan scored the highest not only in the initial proposal review but also in the interview round,

The committee ranking results were unanimous. Some of the reasons cited are as follows: a multi-dimensional analysis, cost of service, revenue sufficiency, rate design, a more robust rate model, and the total cost of the study is lower than other finalists.

Recommendation:
Upon completion of the review, the evaluation team recommends the following vendor(s):

Recommended Vendor(s):	Willdan Financial Services
Contract Term:	The initial contract will be to provide a rate study for the years 2026-2030. • The contract will contain a five-year term from January 2025 through December 2030. The contract would allow two amendments to the completion of two additional studies.

Benjamin Sutton	03/31/2025
Submitted By	Date

Supplier Scoring Summary 2025-007 - Water and Wastewater Rate Study

Supplier	Rank	Score	Project Experience and Qualifications	Qualifications of Project Personnel	Project 1	Project 2	Project 3	Project 4	Project 5	Methodology and Technical Approach	Methodology/ Technical Approach	Sample Financial Model	Cost Proposal	Cost - Formula based	Timeline Proposal	Timeline Proposal
		100		10.00	4.00	4.00	4.00	4.00	4.00		20.00	10.00		20.00		20.00
Willdan Financial Services	1	96.86		10.00	4.00	4.00	4.00	4.00	4.00		19.50	9.50		19.11		18.75
NewGen Strategies & Solutions	2	89.60		10.00	3.25	4.00	3.75	4.00	3.50		19.25	9.50		14.35		18.00
Raftelis Financial Consultants	3	89.46		9.50	4.00	3.25	3.50	3.00	3.50		18.00	9.75		17.71		17.25
Pavletic Consulting LLC	4	81.00		7.00	3.50	3.75	2.25	2.25	2.75		16.75	7.50		20.00		15.25
ABACOLL SOLUTIONS LLC	5	29.50		6.25	0.00	0.00	0.00	0.00	0.00		3.50	0.75		10.75		8.25
		77.28		8.55	2.95	3.00	2.70	2.65	2.75		15.40	7.40		16.38		15.50

Tab Sheet
2025-007
Water and Wastewater Rate Study

				Pavletic Consulting LLC		Willdan Financial Services		Endeavor Utility Solutions LLC		Raftelis Financial Consultants, Inc.		NewGen Strategies & Solutions LLC		ABACOLL SOLUTIONS LLC	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Lump Sum (Scope of Work)	1	EA	**$35,360.00**	$35,360.00	$37,000.00	$37,000.00	$37,639.00	$37,639.00	$39,930.00	$39,930.00	$49,268.00	$49,268.00	$65,780.00	$65,780.00
				Total Price	**$35,360.00**		**$37,000.00**		**$37,639.00**		**$39,930.00**		**$49,268.00**		**$65,780.00**

RFP 2025-007
WATER AND WASTEWATER RATE STUDY

City Council Meeting
April 8, 2025



SOLICITATION

RFP 2025-007 for Water and Wastewater Rate Study Services was posted to the City's eProcurement system and advertised in the local paper. 486 vendors were invited.

Six responses were received:

- NewGen Strategies & Solutions LLC
- Raftelis Financial Consultants, Inc.
- Willdan Financial Services
- Endeavor Utility Solutions LLC
- Abacoll Solutions LLC
- Pavletic Consulting LLC

Endeavor Utility Solutions LLC was found non-responsive after an initial review by Purchasing.

TIMELINE

- 11/11/2024 Bid Issued
- 12/02/2024 Due Date Extended
- 12/09/2024 Question Deadline
- 12/12/2024 Bids Due
- 12/12/2024 Purchasing Evaluation Begins
- 12/16/2024 Committee Evaluation Begins
- 01/21/2025 (Week of) Interviews for the top three firms were conducted
- 02/27/2025 Committee Recommendation Finalized
- 03/13/2025 Contract Finalized

EVALUATION

A four-person evaluation committee consisted of members from various departments, including Administration, Public Works, Strategic Services, and Finance.

Submittals were scored based on the following evaluation criteria:

- (100 Available Points)
- 30 Points Project Experience and Qualifications
- 30 Points Methodology and Technical Approach
- 20 Points Cost Proposal
- 20 Points Timeline

INTERVIEWS

The evaluation committee interviewed the top three ranked firms.

- Willdan Financial Services
- NewGen Strategies & Solutions LLC
- Raftelis Financial Consultants, Inc.

All evaluators selected Willdan Financial Services as their number-one choice.

FIRM BACKGROUND

Willdan Group, Inc. founded in 1964, is one of the largest public-sector consultants who specializes in energy efficiency, public finance, and engineering services.

Their subsidiary, Willdan Financial Services, performs the following:

- Retail and wholesale rate studies
- Revenue sufficiency analyses
- Utility management and policy assistance
- Connection fee/impact fee studies
- Renewal and replacement sufficiency analyses
- Comprehensive alternative analyses
- Capitol project funding studies
- Interactive rate model development with dashboards showing key performance indicators
- CIP financial scenario planning
- Rate ordinance drafting
- Billing system validation/ rate testing
- Bond feasibility reports
- Valuation/divesture studies
- Life cycle cost analyses

WILLDAN'S PLANO OFFICE

Willdan doesn't believe in "packing proposals" with "representative engagements in which designated team members did not participate". This means the same experience and qualifications that were evaluated by the committee will be directly applied in the work for the City.

Willdan's Plano Office has:

- Worked with over 100 Texas cities and over 75 cities nationwide
- Team members that have collectively performed utility rate and cost of service studies for hundreds of utilities in the U.S. and seven sovereign nations and territories in the Pacific region
- 83 combined years of relevant experience in the four-person team assigned to this project alone

CONCLUSION

- The City of Celina’s staff decision to recommend to City Council to award the RFP to Willdan Financial Services for the Water and Wastewater rate study was a strategic choice rooted in a combination of past experience and a deep understanding of Celina's unique challenges.

- Willdan's prior work with the city provides them with invaluable historical knowledge of Celina's existing rate structures and contracts, offering a crucial foundation for accurate and relevant analysis. Furthermore, Willdan demonstrated a clear comprehension of Celina's complex and rapidly evolving nature, acknowledging that standard solutions applicable to other municipalities would likely fall short.

- This recognition of Celina's distinct circumstances, coupled with Willdan's commitment to utilizing a blend of analytical tools to deliver sensible and effective rate recommendations, solidified their suitability for this critical project.

- Ultimately, the city prioritized a partner who not only possessed the necessary expertise but also exhibited a nuanced understanding of Celina's specific needs, ensuring a tailored and impactful outcome.

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Scott Harper
Date:	April 8, 2025
Re:	Elm Street Schematic (Preston to Texas)

Action Requested:
Consider and act to approve a work authorization for design services from Garver, LLC. for the design of a schematic for Elm Street from Preston Road west to Texas Drive in an amount not to exceed $70,665.00. (Glasgow)

Background Information:
The project will consist of survey and engineering design work for a schematic for Elm Street to identify the ROW acquisition needs from Preston Road to Texas Drive (800 linear feet). The scope will not include final construction plans. A schematic with survey quality linework and research of existing property lines is needed prior to ROW acquisition on Construction Drawings for future improvements of Elm Street.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2022 for a period of five years.

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

Supporting Documents:
1. Work Authorization to MSA - Garver - Elm St
2. Exhibit A - Scope
3. Exhibit B - Compensation
4. LOCATION MAP
5. Elm St_Preston Rd Exhibit

6. VII.E-Elm Street Schematic_Presentation

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

Staff Recommendation:
Staff recommends approval as presented.

EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Garver	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 **Garver, LLC.** (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:	Elm Street - Preston to Texas (Schematic Design)		
Engineer Project #:	T43-2402688	**Work Authorization Date:**	
Engineer:	Garver LLC		
Purchase Order#:		**Project #:**	R46
Engineer Representative	Wendy Travis	**Owner Representative:**	Scott Harper

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**
	
Signature	Signature
	Wendy Travis, Vice President
Printed Name & Title	Printed Name & Title
	4/3/2025
Date	Date

EXHIBIT A – SCOPE OF WORK
City of Celina
Garver Project No. 2402668
Elm Street Schematic

Under this Work Order, the Owner (also referred to as the "City") intends to make the following improvements for the **Celina Elm Street Schematic Project.**

The project involves improvements for realigning and constructing approximately 850 liner feet of existing two-lane asphalt roadway from Preston Road west to Texas Drive and potential turn-lane access from Southbound Preston Road to Westbound Elm Street. The new pavement section will be a two-lane concrete divided roadway consistent with City of Celina's Master Throughfare Plan. The project includes preliminary roadway design, conceptual pedestrian sidewalk improvements, conceptual subsurface utility engineering, and Topographical Survey.

Anticipated improvements include:

- Proposed (4) Four-Lane divided median section from Preston Road to approximately 400' west.
- Proposed (2) Two -Lane section with striped gores from approximately 400' west of Preston Road to Texas Drive.
- Proposed Sidewalks on both the east and west-bound directions from Preston Road to Texas Drive.

SECTION 1 - SCOPE OF SERVICES

Task 1.0 Project Management

1.1 Kick-Off Meeting and Site Visit

GARVER will hold a kick-off meeting with the Owner to discuss project scope, introduce teams, establish lines of communication, and present the project schedule. At that time, up to two (2) Garver members will attend in person.
Garver will perform up to two (2) project site visits, one (1) at project kickoff to document the existing site conditions and one (1) after DRAFT Design Schematic submittal.

1.2 Progress Reports and Invoices

GARVER will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates.

1.3 Summary of Deliverables

1. Kickoff Meeting – In Person
2. Up to three (3) progress reports and invoices.

1.4 Summary of Meetings

1. Kick-off meeting with up to two (2) Garver Staff - In Person
2. Bi-Weekly Meetings (6) - with two (2) Garver Staff – TEAMS Virtual
3. TxDOT Area Office Coordination Meetings (2) – with two (2) Garver Staff – TEAMS Virtual
4. Draft Schematic Review Meeting – with two (2) Garver Staff – In Person
5. Project Closeout Meeting – with two (2) Garver Staff - TEAMS Virtual

Task 2.0 Survey

GARVER will subcontract with a land surveying consultant to provide field survey and boundary survey.

The survey will include the following:

1. Establish project control using Global Positioning System (GPS) methodology. Horizontal values will be based on the Texas State Plane Coordinate System, North American Datum of 1983, North Central Zone (4202). Elevations will be referenced to NAVD88 and computed using GEOID18.
2. Topographic survey of the subject tract as outlined within in this scope to include pavement edges, curb and gutter, driveways, culverts, fences and gates, signs, tops and toes of slopes, surface locations of utilities and flowline elevations of sanitary and storm sewer manholes where accessible, and other visible surface features.
3. Provide a digital design survey drawing in CAD (.dwg) format prepared to Garver standards showing visible surface features located, an ASCII point file, a LandXML surface, a set of site photos, and a copy of field notes and field sketches.
4. Provide a boundary survey that establishes the existing right-of-way lines and property/easement research.
5. Survey control will be set at each end of the project and at 500' intervals and outside proposed project limits where possible to and tied to City benchmarks.
6. Survey control or ROW monuments other than iron rods or "x" cuts in existing concrete will be provided as an additional service.
7. Obtain and review all pertinent plats and deeds, locate available boundary monuments in the field, plot deeds and plats, and set down the property boundaries and ROW in CAD.
8. Title Surveys for each parcel shall be provided by the City if existing easements on un-platted properties must be located.

Task 3.0 Subsurface Utility Engineering Services

Garver will subcontract with a land surveying/utility consultant to provide the services listed below.

1. Surveyor will make a reasonable effort to request Texas 811 to completely mark underground utilities within the new topographic survey limits. Garver does not accept responsibility for unresponsiveness by Texas 811 or locating utilities not marked by Texas 811. Garver will notify the town of any non-responsive ticket requests.
2. Surveyor will attempt to open any manhole covers that are functioning properly. Assistance from the city may be required. Surveyor will contact the city for this assistance. Flowlines will be surveyed if manholes lids can be opened.
3. Provide Level C and D SUE of visible existing utilities and Texas 811 locates.

Task 4.0 Preliminary Design

GARVER will prepare a DRAFT and FINAL design schematic of Elm Street from Texas Drive to Preston Road meeting design criteria of the City of Ceina Roadway Standards as well as TxDOT Design Standards where applicable.

4.1 DRAFT - Preliminary Design Schematic

The preliminary Design Schematic will consist of the following items:

1. Prepare Environmental Constraints Map Exhibit (11”x17”)
2. Prepare Typical Sections of Elm Street and Preston Road Improvements.
3. Prepare Plan view elements of the DRAFT Design Schematic alignment. (Roll Plots 22”x120”)
4. Prepare Cross Sections of the DRAFT Design Schematic alignment at 50’ intervals and at intersections and driveways. (11x17).
5. Show anticipated Right-of-Way footprint of the DRAFT Design Schematic alignment.
6. Attend one review meeting to receive comments from the city to be applied to the Final Schematic Deliverable.
7. Prepare OPCC of DRAFT Design Schematic.
8. Coordination with TxDOT regarding Driveway Permit for Preston Rd. for anticipated turning movements which include: Right Turn Lane from Eastbound Elm Street to Southbound Preston Rd. and Left Turn Lane from Eastbound Elm Street to Northbound Preston Rd.
9. Design Criteria selected will be shown on the DRAFT Preliminary Design Schematic.

4.2 FINAL - Preliminary Design Schematic

The preliminary Design Schematic will consist of the following items:

1. Prepare Typical Sections of Elm Street and Preston Road Improvements.
2. Prepare Plan view elements of the Final Design Schematic alignment. (Roll Plots 22”x120”)
3. Prepare Cross Sections of the FINAL Design Schematic alignment at 50’ intervals and at intersections and driveways. (11x17).
4. Show anticipated Right-of-Way footprint of the Final Design Schematic alignment.
5. Prepare OPCC of FINAL Design Schematic,
6. Coordination with TxDOT regarding Driveway Permit for Preston Rd. for anticipated turning movements which include: Right Turn Lane from Eastbound Elm Street to Southbound Preston Rd. and Left Turn Lane from Eastbound Elm Street to Northbound Preston Rd.
7. Design Criteria selected will be shown on the FINAL Preliminary Design Schematic.

4.3.1 Deliverables

1. Environmental Constraints Map Exhibit
2. Preliminary DRAFT Design Schematic Roll Plots and Cross Section Sheets
3. Preliminary FINAL Design Schematic Roll Plots and Cross Section Sheets
4. Opinion of Probably Construction Cost

Task 5.0 Special Services (As requested)

Additional professional services may be needed during the project timeline. Special services will only be conducted as directed and authorized by the Owner in writing prior to conducting special services work.

1. Environmental Studies
    a. Desktop / Background Data Research
    b. Field Work
    c. Public Involvement (Assuming up to 2 Meetings with Residents)

Task 6.0 – Additional Services (Extra Work)

For work not described or included in Section 1 – Scope of Services, Additional Services will be as directed by the Owner in writing for an additional fee as agreed upon by the Owner and GARVER.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation:

1. Any engineering design outside of the expressed project limits set forth in the project summary as part of this scope.
2. Geotechnical evaluations.
3. Preliminary or Final Design Plans
4. Traffic Signal Design
5. Traffic Engineering/Traffic Counts
6. Traffic Control Design
7. Bridge Design
8. Structural Design and Reviews
9. Inspecting or Load Rating existing bridges or culverts
10. Street Illumination
11. Preparation of Driveway Permit Drawings or Forms
12. Planning and Design of Turn Lanes on Preston Road.
13. Classroom training.
14. Operations and Maintenance Manual updates.
15. Funding assistance.
16. Additional Survey other than described above for areas that have changed.
17. Resetting of disturbed control points for Final Design or Construction.
18. Easement or property acquisition documents.
19. Platting services.
20. Providing survey control or ROW monuments other than iron rods.
21. Construction staking for survey.
22. Construction observation.
23. Construction Phase Services
24. Opening of city manholes or water valves that are bolted shut or “frozen”.
25. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
26. Design of improvements off-site.
27. Preliminary or Final city utility design and/or relocation layouts.
28. Locating utilities not marked by Texas 811 in areas of new survey under this scope.
29. Locating and Designing proposed City Utilities.
30. Redesign or surveying for the City’s convenience or due to changed conditions.

31. Monumentation
32. Sealed or certified drawings, including ALTA or closing surveys.
33. Metes and bounds property descriptions.
34. Submittals or deliverables in addition to those listed herein.
35. Invasive or non-invasive structural evaluation techniques beyond visual observation of existing structures at grade and existing record drawings.
36. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
37. Construction materials testing.
38. Environmental Handling and Documentation beyond those previously identified,
39. Drainage Analysis and Design Plans: Including Ditches, Sub-Surface Lines, Line Sizing and Inlet locations/capacities. Proposed Drainage costs will be estimated using linear footage of project and approximate assumptions based off of similar projects.
40. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
41. Preparing non-standard drainage structure designs.
42. Hydraulic Analysis of Doe Creek.
43. Design of energy dissipation for culverts and channels.
44. Flood Mitigation
45. Gabion Design
46. Any additional Environmental Research other than that listed in this scope.
47. Any additional Public Involvement other than that listed in this scope.
48. Permitting (Environmental or USACE)
49. Any wetland and stream permitting including mitigation planning.
50. Coordination with the Bureau of Reclamation or any other governmental or funding agencies other than those listed.
51. Extra Meetings.
52. Architectural Review Workshops, for either structures or site improvements.
53. Engineering Summary Report

Exhibit B - Compensation

For the work described under SECTION 1 - SCOPE OF SERVICES, Tasks 1-4, the Owner will pay GARVER on a lump sum basis. The Owner will pay GARVER on an hourly basis for Task 5. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The table below presents a summary of the fee amounts and fee types for this contract. Update table below)

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management	$15,147	Lump Sum
Task 2 – Survey	$23,041	
Task 3 – Subsurface Utility Engineering	$5,000	
Task 4 – Preliminary Design	$20,476	
Total Fee	$63,664	Lump Sum
Task 5 - Special Services as Requested (Environmental and Public Involvement) Extra Work	*$7,001*	*Hourly, NTE*

The total amount to be paid under this agreement is $63,664.

For informational purposes, a breakdown of GARVER's estimated costs is included in Appendix A with approximate current hourly rates for each employee classification.

For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown in Appendix B for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown in Appendix B will be increased annually with the first increase effective on or about June 1, 2025.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2025

Exhibit C – Timeline/Schedule

The following schedule details the anticipated milestones and delivery dates for each Task.

Work Item	Duration from Notice to Proceed (NTP)
Task 1 – Project Management	Concurrent with subsequent tasks
Task 2 – Survey	45 days from NTP
Task 3 – Sub-Surface Utilities	45 days from NTP
Task 4 – Preliminary Design	30 days from Survey Completion (Task 2)
Task 5 – Environmental and Public Involvement	As Requested

Exhibit D – Deliverables

1. Environmental Constraints Map
2. Preliminary DRAFT Design Schematic Roll Plots and Cross Section Sheets
3. Preliminary FINAL Design Schematic Roll Plots and Cross Section Sheets
4. Opinion of Probably Construction Cost

This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Approval and acceptance of this Work Order shall incorporate this document as part of the Agreement. GARVER is authorized to begin performance upon receipt of a copy of this Work Order signed by the Owner. The effective date of this Work Order shall be the last date written below.

City of Celina	GARVER, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Wendy G. Travis, AICP *Printed Name*
Title: _____	Title: Vice President
Date: _____	Date: _____
Attest: _____	Attest: Randy Gros, PE

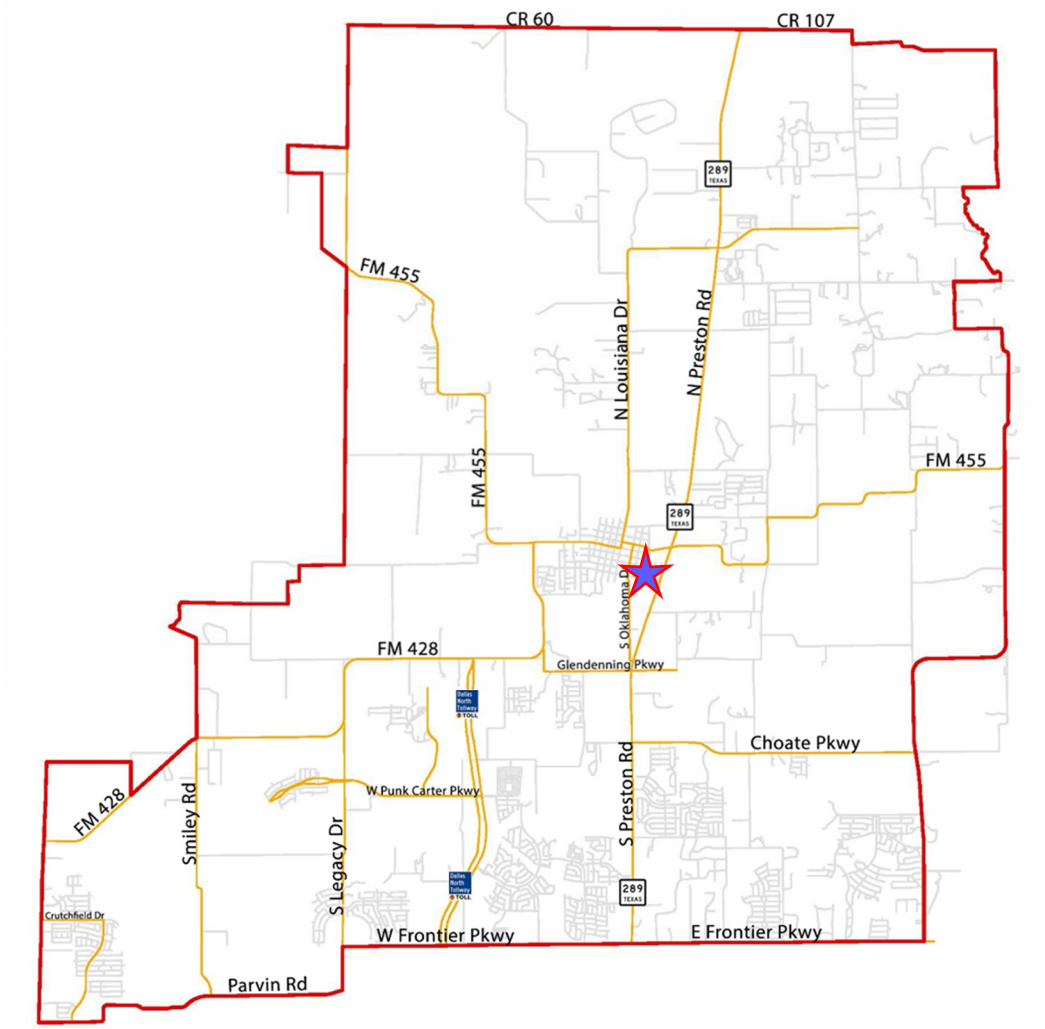
Exhibit B

City fo Celina
Elm Street Schematic

FEE SUMMARY

Fee Type	Basic Services	Estimated Fees
Lump Sum	Preliminary Design Schematic	$ 35,623.00
	Subtotal for Basic Services	**$ 35,623.00**
	Special Services	**Estimated Fees**
Lump Sum	Survey & Sue	$ 28,041.00
	Subtotal for Special Services	**$ 28,041.00**
	Total All Services	**$ 63,664.00**
	Special Services - Additional (Extra Work)	**Estimated Fees**
Hourly NTE	Environmental and Public	$ 7,001.00
	Total Additional Services - If Requested	**$ 7,001.00**

LOCATION MAP



PROP. 880 LF OF CONCRETE ROADWAY

EX. SEWER

EX. 6" WATER

CONNECT TO EX. 6" WATER LINE

REPLACE EX. 6" WATER LINE WITH 853 LF OF 12" WATER LINE

CONNECT TO EX. 6" WATER LINE

308' TAPER (15:1)

360'

150'

R350'

R50'

S. TEXAS DR

S. TENNESSEE DR

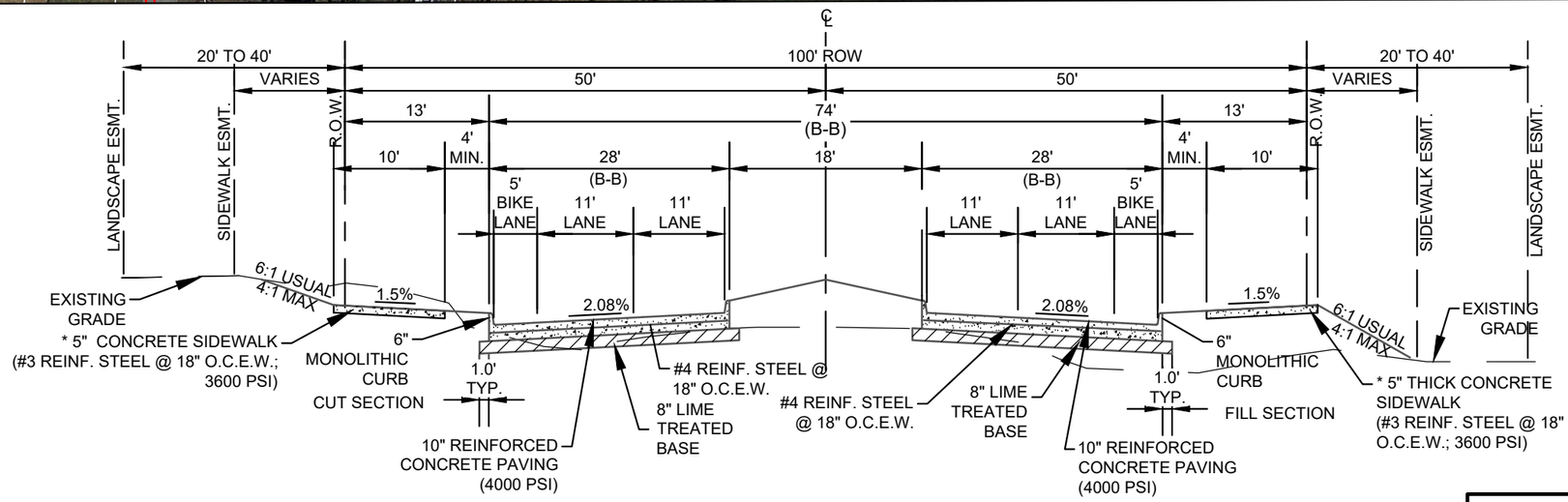
S. VIRGINIA DR

E. ELM ST

S. PRESTON RD

N

SCALE: 1" = 80'



TYPICAL PAVEMENT SECTION
FOUR-LANE DIVIDED THOROUGHFARE
N.T.S.

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

PRELIMINARY
EAST ELM STREET
ROADWAY IMPROVEMENTS
4–LANE EXHIBIT
CELINA, TX
11/16/2020

CELINA TEXAS est 1876
Life Connected.

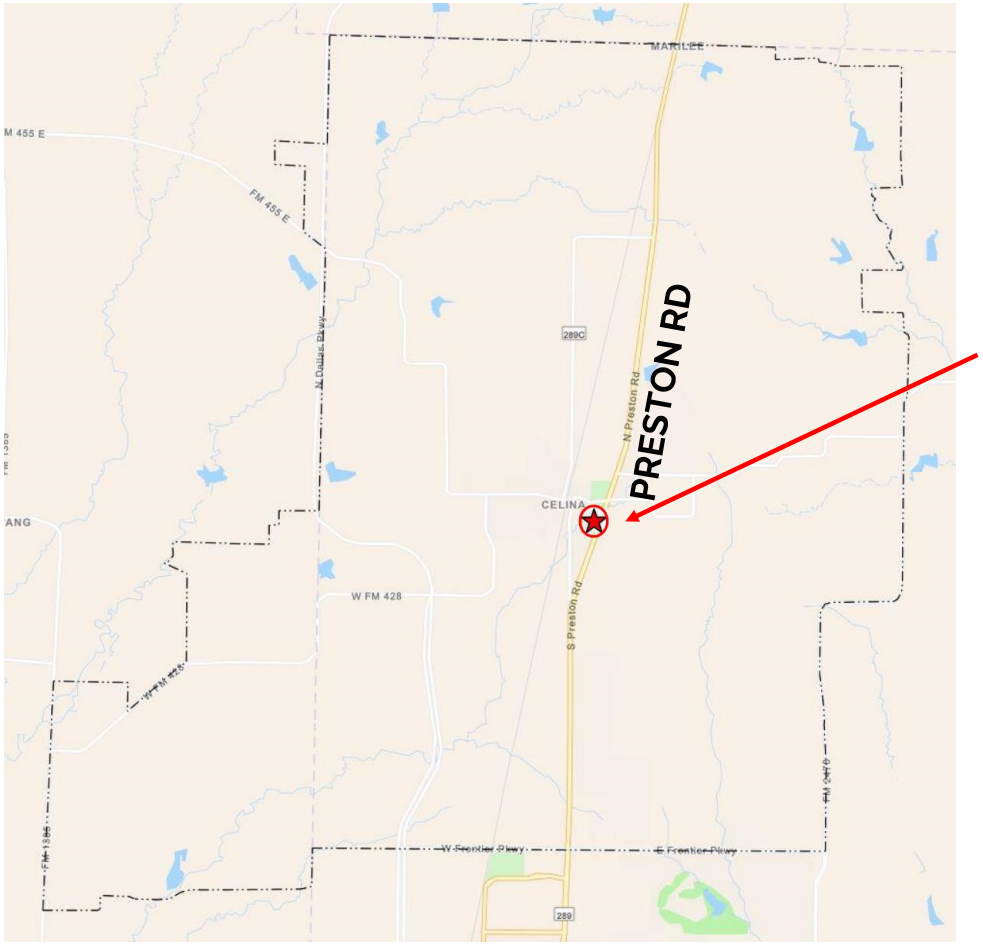
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ELM STREET – PRESTON TO TEXAS

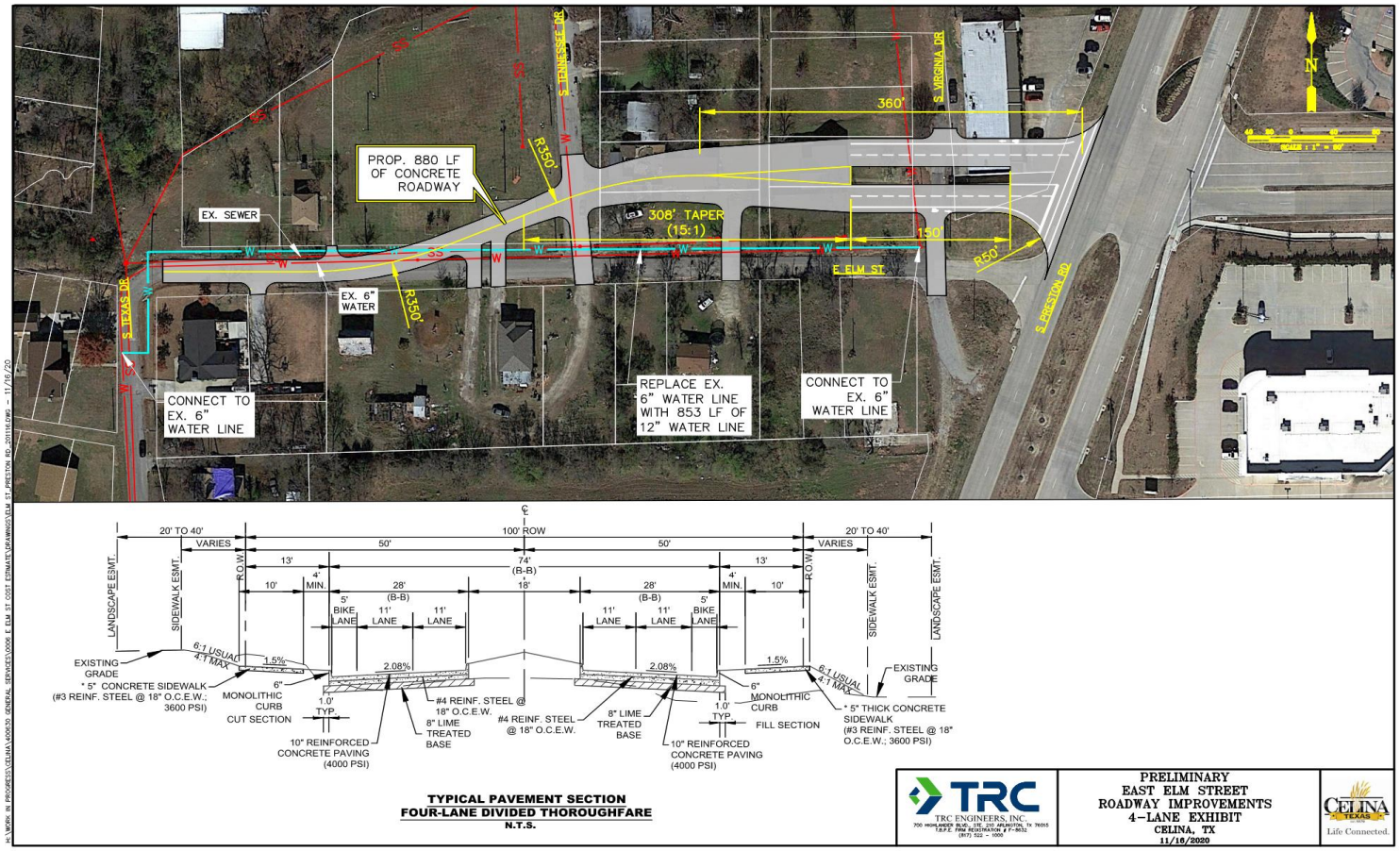
April 08, 2025
Andy Glasgow, PE, PMP,CFM



LOCATION MAP



PROPOSED ALIGNMENT



TYPICAL PAVEMENT SECTION
FOUR-LANE DIVIDED THOROUGHFARE
N.T.S.

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 – 1000

PRELIMINARY
EAST ELM STREET
ROADWAY IMPROVEMENTS
4–LANE EXHIBIT
CELINA, TX
11/18/2020

CELINA TEXAS
Life Connected.

FACTS

A. City is planning improvements to Elm Street connection to Preston that is expected to require ROW acquisition.

B. A schematic with survey quality linework and research of existing property lines is needed.

C. Schematic scope cost is $35,623.00 for Preliminary Design Schematic, $28,041.00 for Survey & SUE, and $7,001.00 for Special Services (Environmental and Public Engagement) brings the total amount not to exceed of $70,665.00.



Life Connected.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	Legacy Drive 24" Water Line Oversizing Reimbursement

Action Requested:
Consider and act to authorize an agreement for the reimbursement of the oversizing of the Legacy Drive 24" Water Line from Punk Carter to Cimarron River Drive by and between the City of Celina and Tellus Texas I, LLC in an amount not to exceed $301,304.00. (Glasgow)

Background Information:
The City of Celina and the previous owners of the Mosaic Subdivision tracts entered into a Development Agreement, effective June 8, 2021, recorded in the Official Public Records of Denton County as Instrument No. 130140 (the "Original Development Agreement"). The Developer for the Mosaic subdivision was partially assigned the Development Agreement under the agreement titled "Development Restriction Agreement and Partial Assignment of Development Agreement Obligations", effective July 30, 2021, recorded in the Official Public Records of Denton County as Instrument No. 137879 ("Partial Assignment Development Agreement").

Per the development agreement, the developer was obligated to build an eighteen-inch (18") water line along Legacy Drive from Punk Carter to approximately one thousand seven hundred feet (1700') south of Carey Road, with an option for the city to participate in upsizing the water line to twenty-four inches (24"). This agreement authorizes the city to pay Mosiac for upsizing the line for the City's benefit.

Legal Review:
The legal staff have reviewed and approved the agreement.

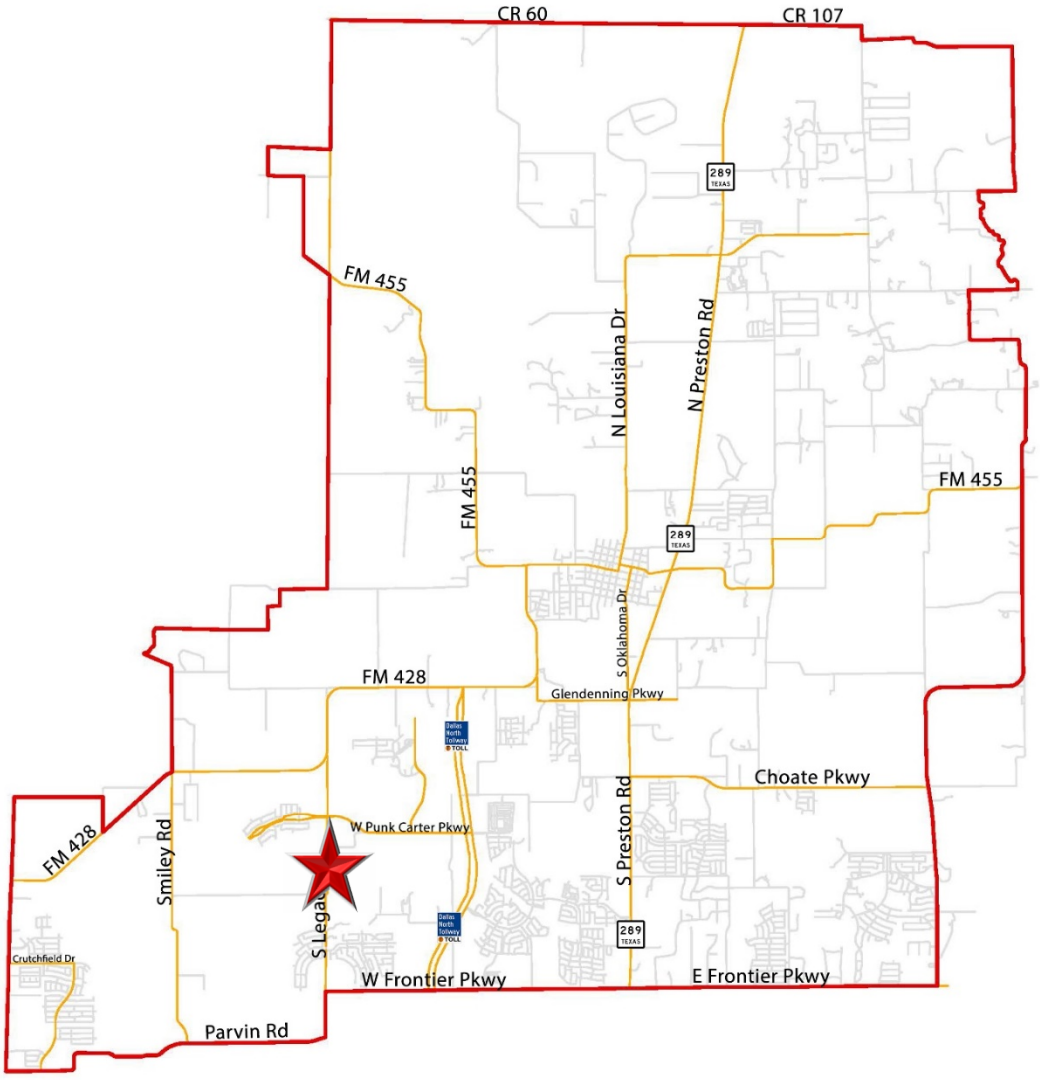
Supporting Documents:

1. LOCATION MAP
2. Mosaic Legacy Waterline Reimbursement Agmt. - Tellus Executed
3. VII.F. Legacy Drive 24-inch WL Oversizing Reimbursement Presentation

Financial Consideration:
Funding for the proposed project will not exceed available funds. Utility Impact fee funds will be used to fund the proposed improvements.

Staff Recommendation:
Staff recommends approval.

LOCATION MAP



COST SHARING AGREEMENT

FOR WATER UTILITY IMPROVEMENTS

THIS COST SHARING AGREEMENT FOR WATER UTILITY IMPROVEMENTS (herein this "AGREEMENT"), is made and entered into on this the 4TH day of MARCH, 2025, and between the City of Celina, Texas, a Texas home-rule municipality (herein "CITY"), and Tellus Texas I, LLC, a Texas limited liability company ("DEVELOPER"); CITY and Developer may hereinafter collectively be referred to as the "PARTIES" or individually as a "PARTY".

WHEREAS, the Developer owns approximately 434.015 acres of land (the "Property") located in the Celina, Denton County, Texas which is identified in the Development Agreement (defined herein); and

WHEREAS, the CITY and previous owners entered into a Development Agreement, effective June 8, 2021, recorded in the Official Public Records of Denton County as Instrument No. 130140 (the "Original Development Agreement"),

WHEREAS, Developer was partially assigned the Development Agreement under the agreement titled "Development Restriction Agreement and Partial Assignment of Development Agreement Obligations", effective July 30, 2021, recorded in the Official Public Records of Denton County as Instrument No. 137879 ("Partial Assignment Development Agreement") (collectively with the Original Development Agreement shall be referred to as the "Development Agreement")

WHEREAS, the Development Agreement requires DEVELOPER to construct eighteen (18) inch water improvements on Legacy Drive unless the CITY agrees to participate in the costs associated with increasing the size of the water improvements; and

WHEREAS, the DEVELOPER has agreed to upsize the water improvements to twenty-four (24) inches with the CITY's participation in costs; and

WHEREAS, the Parties propose to share in the costs of constructing twenty (24) inch water improvements in and near the city of Celina, Texas ("MAIN"), generally located within one or more dedicated easement(s) along Legacy Drive in-between West Punk Carter Parkway and the Doe Branch tributary just north of the Creeks of Legacy Subdivision; and

WHEREAS, because this agreement is for participation by the CITY of a level less than 100% of the total cost for oversizing of a public improvement for increased capacity of improvements to anticipate other future development in the area, this is a developer participation agreement under 212.071-.074, pursuant to 212.072(c), and therefore DEVELOPER is not required to competitively bid this project; and

WHEREAS, CITY desires to set forth the manner in which CITY and DEVELOPER may share in the actual costs of constructing the MAIN (hereinafter referred to as "CONSTRUCTION COSTS" or individually as a "CONSTRUCTION COST").

NOW, THEREFORE, for and in consideration of the promises and the consideration herein recited, the receipt of which is expressly acknowledged by the PARTIES, the PARTIES hereby mutually agree as follows:

I.

DEVELOPER shall design and construct the MAIN at its own expense across the PROPERTY from the point of connection to the existing water utility system at the Northeast corner of the intersection of Punk Carter Parkway and Legacy Drive. Attached and incorporated as **Exhibit "A"** is the Overall Waterline Plan Layout showing the route of the proposed MAIN with reference points relating to the approved engineering plans. **Exhibit "A"** to which further reference is made herein shall be a part of this AGREEMENT for all purposes.

II.

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 DEVELOPER with a third party for the construction of the subject MAIN.

III.

Upon completion of construction and acceptance of the MAIN, the MAIN shall be owned and maintained by the CITY

IV.

The PARTIES agree to contribute their proportionate share of the CONSTRUCTION COSTS in a manner depicted in **Exhibit "B"**, attached hereto and incorporated herein, with the CITY paying "City Costs" and DEVELOPER paying "DEVELOPER Costs", all upon written acceptance by the CITY of the MAIN into the CITY's water utility system. City Costs are equivalent to the costs of oversizing the MAIN from 18-inches to 24-inches.

DEVELOPER, upon completion of the MAIN construction, will furnish the CITY a certified itemized list of quantities, materials and any related CONSTRUCTION COSTS. Such itemized list, after audit and approval by the CITY, will determine the actual total CONSTRUCTION COSTS. Should the CONSTRUCTION COSTS differ from the amounts provided in **Exhibit "B**", each Party's share of the CONSTRUCTION COSTS shall increase or decrease in proportionate share, with DEVELOPER paying no more than 90.07% and CITY paying no more than 9.93% of the CONSTRUCTION COSTS unless the cost increase is attributable to the 24" size of the waterline and would not apply to the same waterline infrastructure sized as an 18" such as, but not limited to specialized fittings, construction techniques and additional unforeseen easement area to be acquired, in which case the, CITY shall bear all such increased CONSTRUCTION COSTS.

No later than 60 days following written acceptance of the MAIN by the CITY into the CITY'S water utility system, and audit and approval of the CONSTRUCTION COSTS by the CITY, each Party shall pay their share of the CONSTRUCTION COSTS according to **Exhibit "B"**.

If the CITY disapproves of any CONSTRUCTION COSTS associated with change orders or other categories of costs not listed on **Exhibit "B"**, the CITY shall provide written notice to DEVELOPER specifying the amount disapproved and reasons for such disapproval. In this event, CITY shall provide a reasonable opportunity for DEVELOPER to correct the disapproved CONSTRUCTION COSTS. If the CONSTRUCTION COSTS are approved only in part, the CITY shall process the approval of such partial work for payment in the manner provided herein.

V.

DEVELOPER agrees to obtain and make available any necessary easements, permits, and rights of way, together with necessary working space as required to construct the subject MAIN wherever the MAIN crosses private property. The CITY shall review plans involving construction of the subject MAIN across

or parallel to any public utility easement, street or property owned or controlled by the CITY. The CITY will reasonably approve and provide permission to construct in such areas, after review.

VI.

The MAIN shall be designed, installed, and accepted in accordance with current CITY ordinances, standards, and specifications. Construction and installation of the MAIN shall not begin until complete and accurate plans and specifications have been approved by the CITY. Each contract for construction of the MAIN shall require a two-year maintenance bond following completion of the MAIN, which bond shall run in favor of the CITY. The City Engineer or his/her representative will determine that subject MAIN is constructed in accordance with approved engineering plans and specifications and upon completion and acceptance of the MAIN shall become the property of the CITY and an integral part of the CITY's system and subject to maintenance, jurisdiction, and control of the CITY. The CITY shall have the right to inspect, at any time, the construction of the MAIN. The CITY's inspections shall not release DEVELOPER from its responsibility to construct, or ensure the construction of, the MAIN in accordance with approved engineering plans, construction plans, and other approved plans. If, for any reason, this MAIN should be commenced but not completed, that portion having been constructed and accepted by the CITY shall become the property of the CITY and subject to maintenance, jurisdiction, and control of the CITY.

VII.

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.

VIII.

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 subject MAIN and if the MAIN 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 MAIN which may have been constructed and accepted by the CITY 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 MAIN. The CITY shall not be liable for any costs expended by DEVELOPER after the court's decision. Should DEVELOPER continue work after such court decision, DEVELOPER does so at their own risk, cost and expense unless PARTIES agree otherwise in writing.

IX.

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 MAIN 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. 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, NEGLIGENCE, FRAUD, OR INTENTINOAL MISREPRESENTATION OF THE CITY.

X.

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 actually received or upon refusal of receipt when personally delivered (which may be by professional courier), transmitted by email (with actual confirmation of delivery by the recipient), delivered by reputable overnight delivery service, addressed as follows:

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Street Celina, Texas 75009 rranc@celina-tx.gov
With a copy to:	Messer & Fort, PLLC Attn: Julie Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034 julie@txmunicipallaw.com
To DEVELOPER:	Tellus Texas I, LLC Attn: Andre Ferrari, General Counsel 130 N. Preston Rd. , Suite 130 Celina, Texas 75078 aferrari@tellusgroupllc.com
With a copy to:	Tellus Texas I, LLC Attn: Justin Craig 130 N. Preston Road, Suite 130 Celina, Texas 75078 jcraig@tellusgroupllc.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

XI.

DEVELOPER'S ACKNOWLEDGEMENT OF CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES,

RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

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

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

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

(C) NUISANCE.

(II) THE AMOUNT OF DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE MAIN EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT ON THE PROPERTY PLACES ON CITY'S WATER INFRASTRUCTURE.

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

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

XII.

1. **Term.** The term of this AGREEMENT shall be for a period commencing the date of last signature of all of the Parties (the "Effective Date"), and expiring on the earlier of (a) the date that is of ten

(10) years after the Effective Date, and (b) the date that construction of the MAIN is complete and all CONSTRUCTION COSTS have been paid. The Parties may extend the term of this Agreement if they execute an agreement in writing.

2. **Recitals.** The representations, covenants and recitations set forth in the beginning of this Agreement are true and correct, are incorporated into the body of this Agreement and are adopted as findings of CITY and DEVELOPER.

3. Conveyances. All conveyances required herein shall be made in a form reasonably acceptable to CITY and free and clear of any and all encumbrances.

4. **Binding Agreement**. This AGREEMENT shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. **Amendments**. This AGREEMENT shall not be modified, amended, or otherwise varied, except in writing signed by the CITY and DEVELOPER.

6. **Governmental Powers; Waivers of Immunity**. By execution of this AGREEMENT, CITY does not waive or surrender any of its governmental powers, immunities, or rights. 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.

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

8. **Form 1295 Certificate**. DEVELOPER represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, DEVELOPER has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. DEVELOPER further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the CITY at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the CITY and the contract identification number, the CITY is not responsible for the information contained in the Form 1295 completed by DEVELOPER. The information contained in the From 1295 completed by DEVELOPER has been provided solely by DEVELOPER and the CITY has not verified such information.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

Date:_____

ATTEST:

_____

Jeovanna Rubio, Assistant City Secretary

Tellus Texas I, LLC
a Texas limited liability company

By: Tellus-Celina, LLC
A Texas limited liability company
Its Manager

By:_____
Name: David R. Blom
Title: Authorized Signatory

Date: 3/4/2025

EXHIBIT A

Overall Waterline Layout Plan

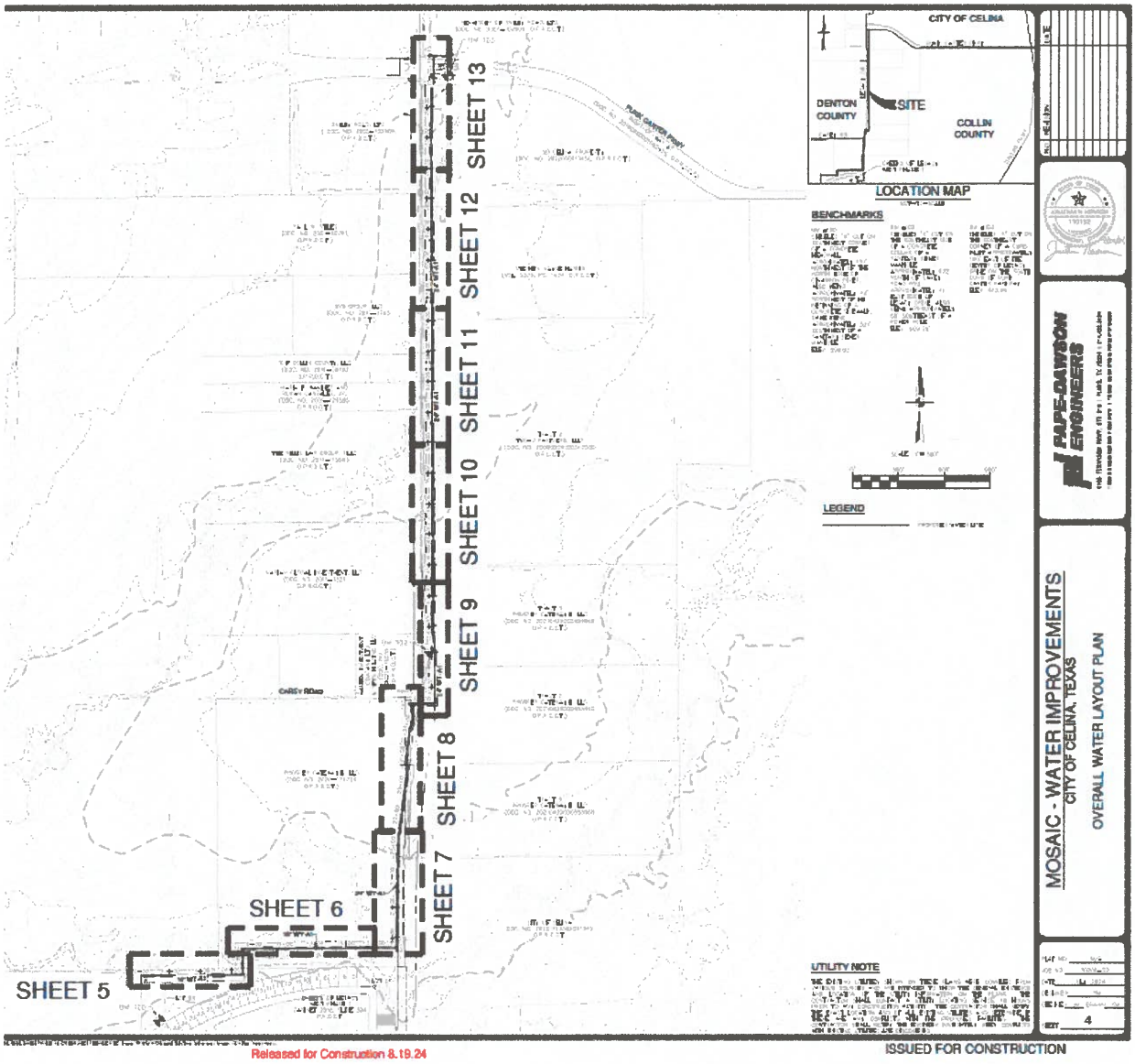


EXHIBIT B

CONSTRUCTION COSTS

KCK UTILITY CONSTRUCTION, INC.

2104 FM 1827
MCKINNEY, TX 75071

OFFICE: (214) 547-9152 FAX: (214) 547-9163

To: TELLUS TEXAS I, LLC
Attn:

Date: February 3, 2025
Project: MOSAIC OFFSITE WATER LINE
CELINA

We propose to provide equipment, labor and material to perform the following work:

WATER ITEM NO.	QTY	UNIT	DESCRIPTION	UNIT PRICE	CONSTRUCTION COST EXTENSION	UNIT PRICE	DEVELOPER COST EXTENSION	CITY COST
1	1834	LF	18" C900 DR-18 PVC W/ FITTINGS	$ 203.00	$ 372,302.00	203.00	372,302.00	$ -
2	6044	LF	24" C900 DR-18 PVC W/ FITTINGS	248.00	1,498,912.00	203.00	1,226,932.00	271,980.00
3	6	EA	FIRE HYDRANT ASSEMBLY W/ TEE, 6" GATE VALVE & LEAD	11,760.00	70,560.00	6,300.00	37,800.00	32,760.00
4	4	EA	2" COMBINATION AIR & VACUUM RELEASE VALVE - 2 OFF OF 24" & 2	10,200.00	40,800.00	10,200.00	40,800.00	-
5	8	EA	18" GATE VALVE	19,100.00	152,800.00	19,100.00	152,800.00	-
6	1	EA	18" PLUG	1,750.00	1,750.00	1,750.00	1,750.00	-
7	12	EA	24" BUTTERFLY VALVE & CONCRETE PIPE SUPPORT	13,540.00	162,480.00	19,100.00	229,200.00	(66,720.00)
8	2	EA	24" CAP	2,700.00	5,400.00	1,750.00	3,500.00	1,900.00
9	1	EA	CUT-IN 18" X 18" TEE ON EX. 18" MAIN	16,400.00	16,400.00	16,400.00	16,400.00	-
10	377	SY	GABION MATTRESS	300.00	113,100.00	300.00	113,100.00	-
11	35	LF	30" STEEL CASING PIPE W/ CASING SPACERS & END SEALS FOR 18" PVC	392.00	13,720.00	620.00	21,700.00	(7,980.00)
12	212	LF	36" STEEL CASING PIPE W/ CASING SPACERS & END SEALS FOR 24" PVC	776.00	164,512.00	620.00	131,440.00	33,072.00
13	7878	LF	CHLORINATION & TESTING	3.50	27,573.00	3.50	27,573.00	-
14	7878	LF	TRENCH SAFETY	0.10	787.80	0.10	787.80	-
				TOTAL	2,641,096.80		**2,376,084.80**	$ 265,012.00

SWPPP ITEM NO.	QUANTI	UNIT	DESCRIPTION	UNIT PRICE	CONSTRUCTION COST EXTENSION	UNIT PRICE	DEVELOPER COST EXTENSION	CITY COST
15	7685	LF	SILT FENCE	2.35	18,059.75	2.35	18,059.75	-
16	4	EA	STABILIZED CONSTRUCTION	3,120.00	12,480.00	3,120.00	12,480.00	-

17	290 SY	EROSION CONTROL BLANKET	2.00	580.00	2.00	580.00	-
18	7 EA	ROCK CHECK DAM	1,260.00	8,820.00	1,260.00	8,820.00	-
19	26 EA	STONE OVERTHROW STRUCTURE	450.00	11,700.00	450.00	11,700.00	-
20	3 MTHS	SWPPP MAINTENANCE FOR DURATION OF CONSTRUCTION	600.00	1,800.00	600.00	1,800.00	-
			TOTAL	53,439.75		**53,439.75**	$ -

MISCELLANEOUS				CONSTRUCTION COST		DEVELOPER COST	
ITEM NO.	QUANTI UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	CITY COST
21	3 EA	MOBILIZATION	6,000.00	18,000.00	6,000.00	18,000.00	-
22	1 LS	PERFORMANCE & PAYMENT BONDS	37,800.00	37,800.00	30,600.00	30,600.00	7,200.00
23	1 LS	MAINTENANCE BOND - 2 YR 100%	7,200.00	7,200.00	5,500.00	5,500.00	1,700.00
			TOTAL	**$ 63,000.00**		**54,100.00**	8,900.00
			TOTAL QUOTE:	**$ 2,757,536.55**		**$2,483,624.55**	**$273,912.00**

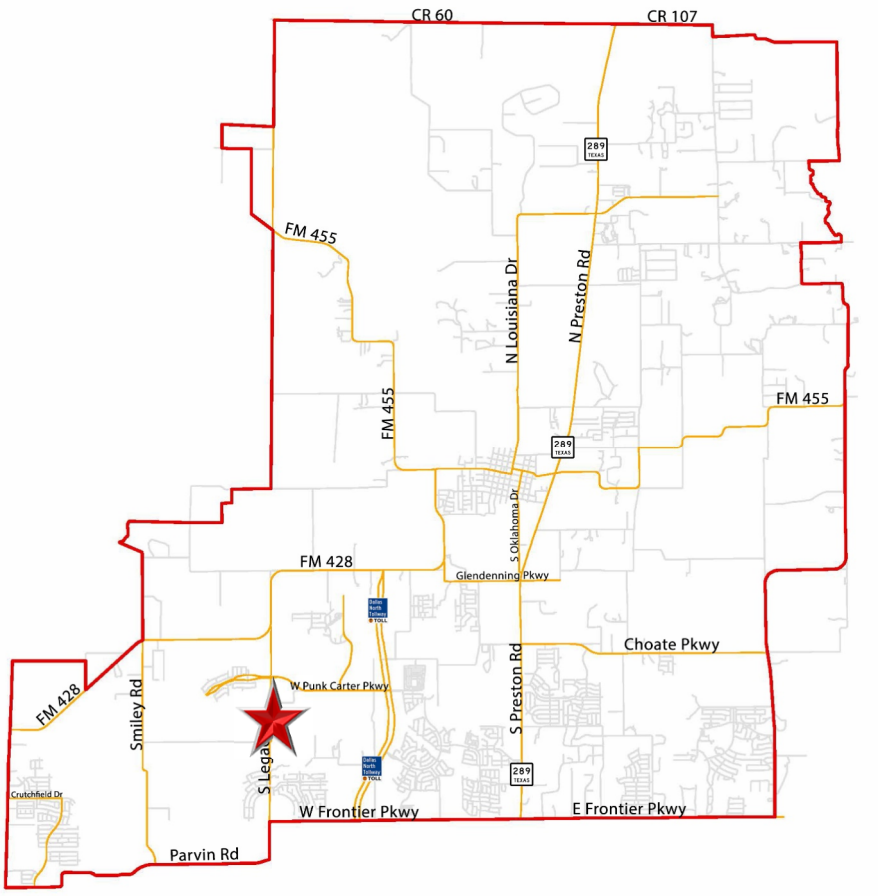
LEGACY DRIVE 24" WATER LINE OVERSIZING REIMBURSEMENT

April 08, 2025

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



LOCATION MAP

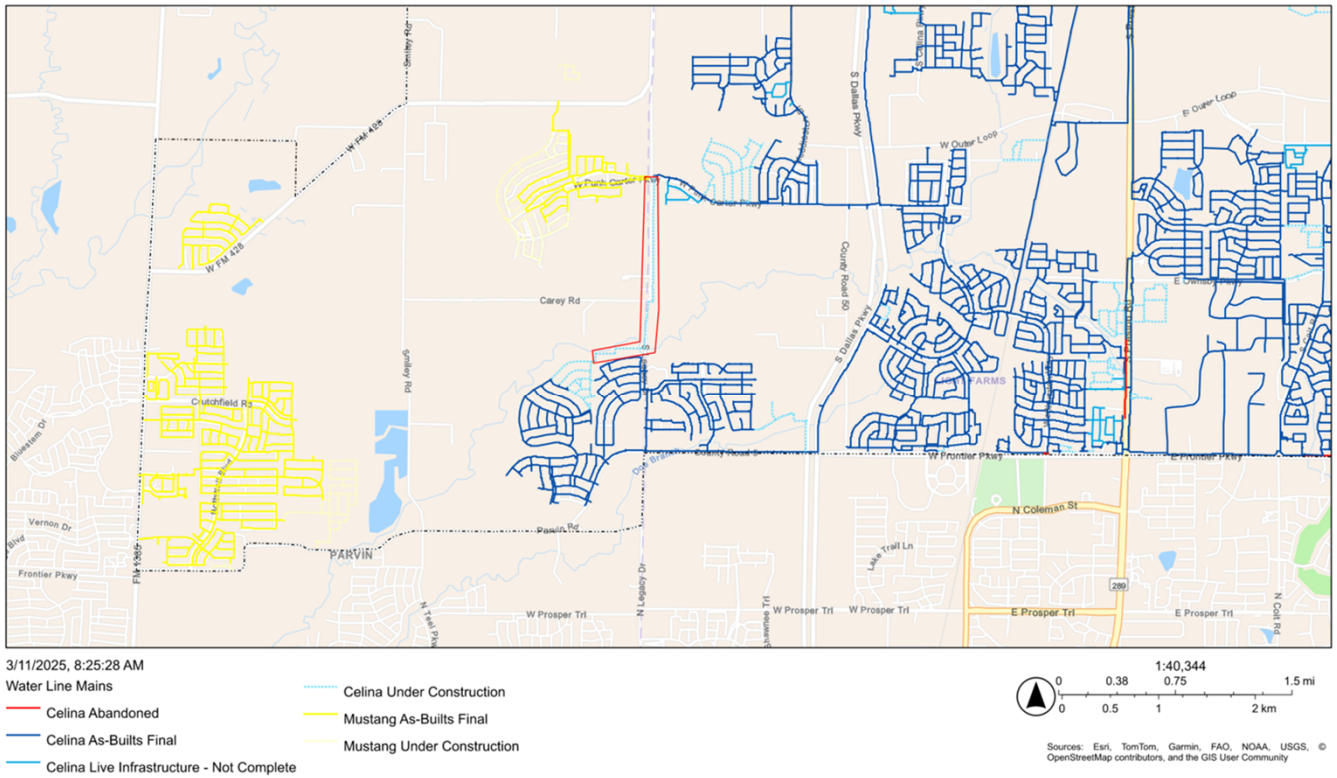


BACKGROUND

- The City of Celina and the previous owners of the Mosaic Subdivision tracts entered into a Development Agreement (DA), effective June 8, 2021, recorded in the Official Public Records of Denton County as Instrument No. 130140 (the “Original Development Agreement”).
- The Developer for the Mosaic subdivision was partially assigned the DA under the agreement titled “Development Restriction Agreement and Partial Assignment of Development Agreement Obligations”, effective July 30, 2021, recorded in the Official Public Records of Denton County as Instrument No. 137879 (“Partial Assignment Development Agreement”).
- Per the DA, the developer was obligated to build an eighteen-inch (18") water line along Legacy Drive from Punk Carter to approximately one thousand seven hundred feet (1700') south of Carey Road with an option for the city to participate in upsizing the water line to a twenty-four inch (24"). This agreement is to authorize the city to participate in upsizing the line for the City's benefit.

SCOPE OF WORK

Upsizing of an eighteen-inch (18") water line to twenty-four-inch (24") along Legacy Drive from Punk Carter to approximately one thousand seven hundred feet (1700') south of Carey Road.



QUESTIONS?

Life Connected.

Parks
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Steve Walsh, Director of Parks and Recreation
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	Project Contract between City of Celina and Celina CDC

Action Requested:
Consider and act to authorize a Project Contract between the City of Celina and the Celina Community Development Corporation authorizing the use of sales tax funds to support the design, construction, improving, and equipping of park improvements for Wilson Creek Park and approving a related Project Contract and other matters incident and related thereto. (Walsh)

Background Information:
The City Council is requested to consider a resolution authorizing the execution of a project contract with the Celina Community Development Corporation (CDC) for Wilson Creek Park. The resolution includes a savings/repealings clause, a severability clause, a finding of compliance with the Texas Open Meetings Act, and an effective date.

During the regularly scheduled meeting on February 5, 2025, the Celina CDC Board of Directors unanimously approved a resolution authorizing the execution of a Project Contract with the City of Celina. This contract permits the use of sales tax funds to support the design, construction, improvement, and equipping of park facilities at Wilson Creek Park. The CDC's financial commitment shall not exceed $10,000,000 in principal amount, along with additional funds to cover interest and financing costs related to the obligations. The $10,000,000 supported by the CDC is a part of the total 2025 Certificate of Obligation issuance scheduled for pricing in May.

In July 2023, the City Council adopted the Wilson Creek Park Master Plan. Since then, City staff have collaborated closely with Dunaway and Dean Construction on the park's design.

Phase I of Wilson Creek Park will feature two large multi-purpose game fields, accommodating various rectangular sports such as soccer and football. Each field area will also include a cricket

pitch to support the community's growing interest in the sport. Additional elements in Phase I include the park's entry roadway, parking facilities, restrooms, and a pond designed for non-potable water irrigation.

Design documents are nearing completion, with formal bids expected in May. The project schedule anticipates construction to commence in late summer 2025, with a projected 12-month construction timeline.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Wilson Creek Park Presentation
2. City Council Resolution Regarding Project Contract
3. Project Contract with Community Development Corporation Regarding Wilson Creek Park Phase I

Financial Consideration:
Funding is available through the Celina Community Development Corporation.

Staff Recommendation:
Staff recommends approving of the resolution and Project Contract with the Celina Community Develompent Corporation.

WILSON CREEK PARK

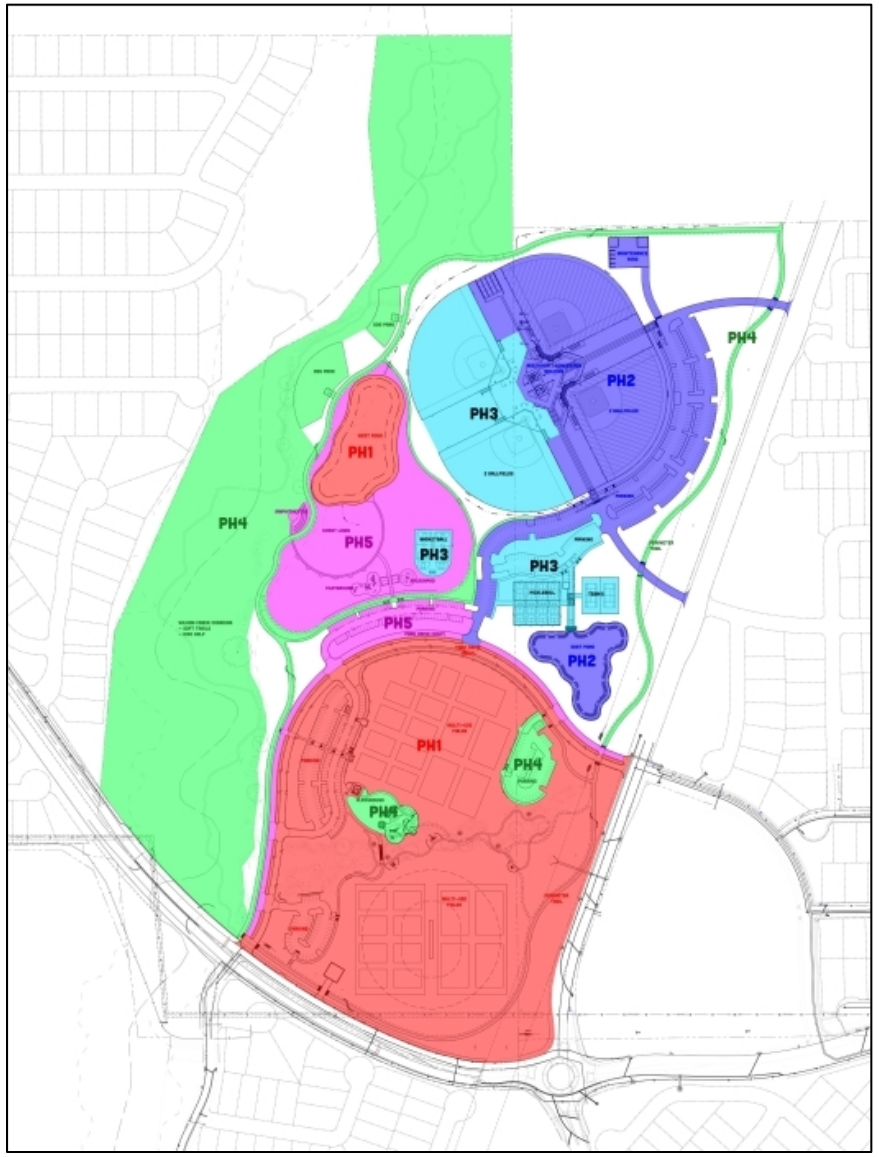
PROJECT CONTRACT WITH THE CELINA COMMUNITY DEVELOPMENT CORPORATION

April 8, 2025

Steve Walsh, Director of Parks & Recreation

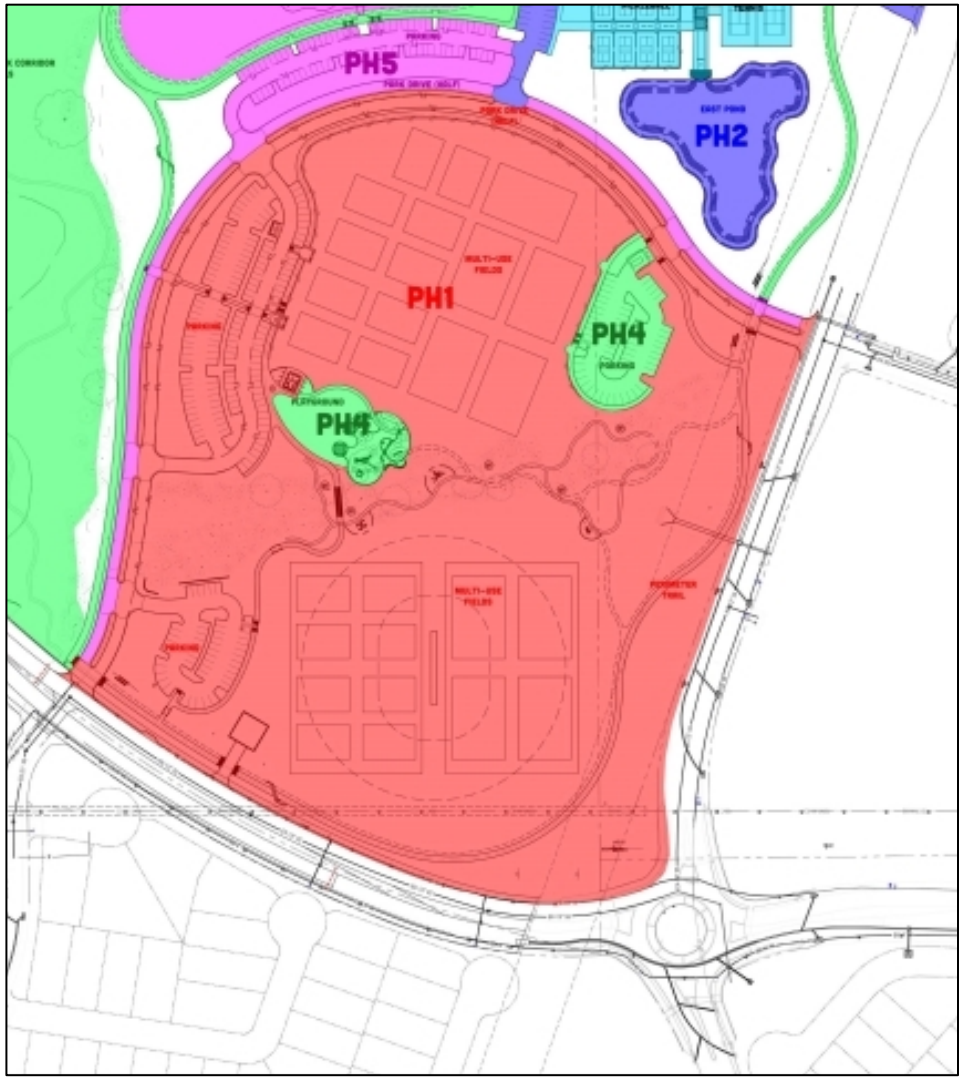


WILSON CREEK PARK – PHASE I



Phase I Elements:

- Multi-Use Rectangle Game Fields
- Nature Play – Creek Corridor Trails
- Restrooms
- Parking & Related Infrastructure
- Pond – Irrigation



QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, AUTHORIZING THE EXECUTION OF A PROJECT CONTRACT FOR WILSON CREEK PARK WITH THE CELINA COMMUNITY DEVELOPMENT CORPORATION; PROVIDING FOR A SAVINGS/REPEALINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; FINDING AND DETERMINING COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina, Texas (the "City"), has determined that certificates of obligation should be issued under and pursuant to the provisions of Texas Local Government Code, Subchapter C of Chapter 271, as amended, for the purpose of paying contractual obligations to be incurred for, among other things, constructing, improving and equipping Wilson Creek Park (the "Project"); and

WHEREAS, the Board of Directors of the Celina Community Development Corporation (the "Corporation") at the February 5, 2024 meeting has agreed to pay a portion of the costs of such Project by remitting to the City from the receipts from the local sales and use taxes received by the Corporation; and

WHEREAS, The Celina Community Development Corporation has duly completed public notices and public hearing requirements: and

WHEREAS, a Project Contract by and between the City and the Corporation (substantially in the form and content attached hereto as **Exhibit A** and hereinafter referenced to as "Project Contract") has been submitted to the City Council for approval and execution.

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

SECTION 1. Recitals Incorporated: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

SECTION 2: Approval of Project Contract. The Project Contract (substantially in the form and content of **Exhibit A** attached hereto and incorporated herein by reference as a part hereof for all purposes) is hereby approved, and the Board of Directors of the Celina Community Development Corporation (the "Corporation") has agreed to pay a portion of the costs of such Project by remitting to the City from the receipts from the local sales and use taxes received by the Corporation;

SECTION 3: **Savings/Repealing**. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 4: Severability. Should any section, subsection, sentence, clause or phrase of this Resolution be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Resolution shall remain in full force and effect. The City hereby declares that it would have passed this Resolution, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 5: Effective Date. This Resolution shall be in force and effect immediately upon final passage, and it is so resolved.

PASSED AND ADOPTED, this April 8, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

EXHIBIT A

CONTRACT

PROJECT CONTRACT

THIS PROJECT CONTRACT ("Contract") is executed by and between the City of Celina, Texas ("City"), a home rule municipality created, existing and organized under the laws of the State of Texas and the City's home rule charter and the Celina Community Development Corporation ("Corporation"), a nonprofit corporation created and organized under the laws of the State of Texas, particularly the Development Corporation Act, Title 12, Subtitle C1 of the Local Government Code, as amended (formerly Section 4B of the Development Corporation Act of 1979, Article 5190.6, Vernon's Texas Civil Statutes and referred to herein as the "Act").

WITNESSETH

WHEREAS, in accordance with the provisions of the Act, an election was duly held and conducted in the City to submit a proposition to the voters of the City on the question of the adoption of a sales and use tax within the City at a rate of one-half of one percent to be used for purposes permitted by the Act; and

WHEREAS, the proposition submitted to the voters of the City at said election was duly approved, and thereafter the City created the Corporation as authorized by the Act; and a certificate of incorporation for the Corporation was issued by the Secretary of State of Texas; and

WHEREAS, the Act provides that the receipts received from the collection of the local sales and use tax of one-half cent ("Sales Tax") for the benefit of the Corporation may be used to pay the costs of "projects" described in Chapter 505 of the Act which include land, buildings, equipment, facilities and improvements found by the Board of Directors of the Corporation to "be required or suitable for use for professional and amateur sports, including children's sports, athletic, entertainment, tourist, convention and public park purposes and events, including stadiums, ballparks, auditoriums, amphitheaters, concert halls, parks and park facilities, open space improvements, museums, exhibition facilities, and related store, restaurant, concession, and automobile parking facilities; related area transportation facilities and related roads, streets, and water and sewer facilities and other related improvements that enhance any such items"; and

WHEREAS, City Council of the City and Board of Directors of the Corporation have determined to undertake a project to include, among other things, constructing, improving and equipping Wilson Creek Park (the "Project"); and

WHEREAS, after considering the options available to finance the costs of the Project, the City and Corporation have further determined that the best and most cost effective manner to finance the costs of said improvements would be for the City to issue certificates of obligation secured in part from the City's ad valorem taxing authority and with the understanding and agreement of the Corporation to pay the costs of such Project by remitting to the City receipts from the Sales Tax in an amount sufficient to provide payment not to exceed $10,000,000.00 of the principal of the certificates of obligation to be issued by the City to finance the Project and the additional amount to provide for the interest and financing costs related thereto, as the same shall become due and payable and as specified in the annual budget of the Corporation approved by the City Council of the City each year;

NOW, THEREFORE, in consideration of the covenants and agreements herein made, and subject to the conditions herein set forth, the City and the Corporation agree as follows:

Section 1. DEFINITIONS AND INCORPORATION OF PREAMBLES. The terms and expressions used in this Contract, unless the context shows clearly otherwise, shall have meanings set forth herein, including terms defined in the preambles hereto, which preambles are incorporated herein and made a part hereof for all purposes.

Section 2. FINANCING OF PROJECT. The parties agree and understand the costs of Project, including all construction costs, equipment costs and related improvements, are to be paid from a portion of the proceeds received from the sale of certificates of obligation to be issued by the City ("Obligations").

Section 3. OBLIGATION OF THE CORPORATION. Following the issuance and sale of the Obligations, the City shall furnish the Corporation a debt retirement schedule for such Obligations. On or about 45 days prior to the next succeeding interest payment date for the Obligations, the City will notify the Corporation of the amount due from the Corporation on such interest payment date, taking into account any funds which the City has allocated to the payment of such debt retirement, including any funds from payments received in connection with the development of the Project. Upon being furnished with such notice, the Corporation agrees to pay to the City on or before the 30th day preceding such interest payment date, the amount so indicated in the notice from the City representing the principal of and interest on the portion of the Obligations coming due on the next interest payment date associated with the Project. Notwithstanding the foregoing, the Corporation obligation set forth herein shall not exceed an amount equal to $_10,000,000.00 in principal amount of the Obligations and the additional amount to provide for the interest and financing costs of the related portion of the Obligations.

The Corporation further agrees the payments due hereunder to the City for the payment of the debt service on the Obligations will be incorporated and included the Corporation's annual budget, as adopted or amended.

Section 4. OBLIGATION OF THE CITY. The Corporation shall have no liability with respect to the operation or maintenance of the Project other than to make the payments to the City herein contemplated from the Corporation's receipts from the Sales Tax levied and allocated for the Corporation's benefit.

Section 5. PROJECT OWNERSHIP, OPERATION AND MAINTENANCE. The City shall own the Project and have sole responsibility for its operation and maintenance.

Section 6. REGULATORY BODIES. This Contract shall be subject to all valid rules, regulations, and laws applicable thereto passed or promulgated by the United States of America, the State of Texas, or any governmental body or agency having lawful jurisdiction or any authorized representative or agency of any of them.

Section 7. TERM OF CONTRACT. The term of this Contract shall be for the period during which the Obligations, including any obligations issued to refund the Obligations, are outstanding.

IN WITNESS WHEREOF, the Corporation and the City, acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the 8th day of April, 2025, which is the date of this Contract.

CELINA COMMUNITY DEVELOPMENT CORPORATION

By: _____
Morgan Brown, President

ATTEST:

_____
_____, Secretary

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

_____
Lauren Vaughn, 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:	Dailyn Cruz
Date:	April 8, 2025
Re:	Pecan Street ROW Acquisition Resolution (Arizona Dr to Florida Dr)

Action Requested:
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary right-of-way and easements for Pecan Street improvements from Arizona Drive to Florida Drive. (Glasgow)

Background Information:
The City Council approved the design of Pecan Street from Arizona Drive to Florida Drive during the June 11, 2024, meeting. The 60% design has identified the right-of-way and easements needed for the construction of this section of the roadway. This resolution authorizes the City Manager to execute the necessary documents.

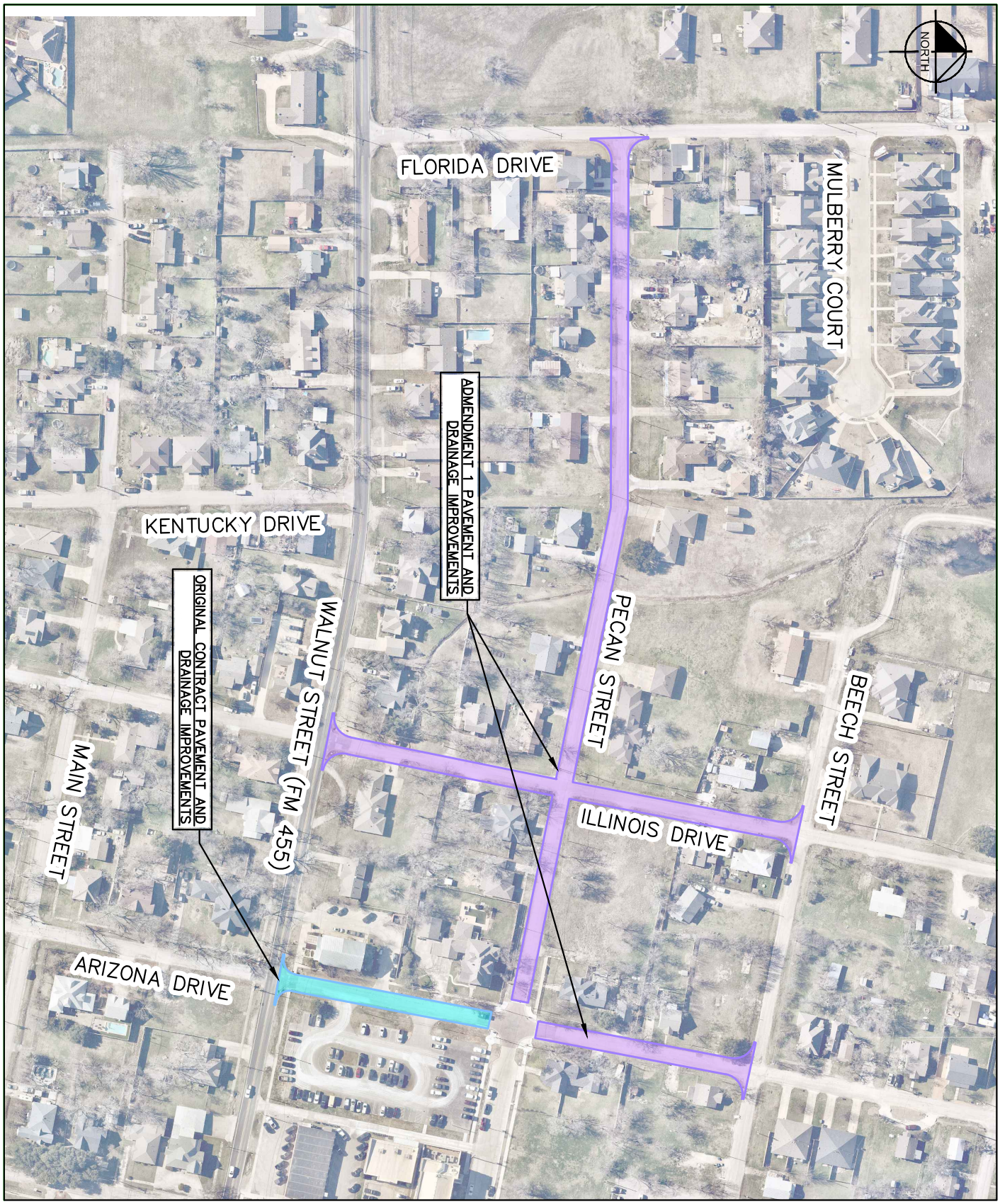
Legal Review:
Legal counsel has reviewed the proposed Resolution for compliance with state law.

Supporting Documents:
1. Location Map
2. Res Auth CM Pecan Street Proj ROW Acq v2 HS 4.1.25
3. VII--J--Pecan St ROW Acquisition Presentation

Financial Consideration:
Funding for the acquisition of the right of way and easements will be paid from bond funds.

Staff Recommendation:

Staff recommends approval.



Kimley»Horn
400 N. OKLAHOMA DR., SUITE 105
CELINA, TEXAS 75009
PHONE: (469) 501-2200 | www.kimley-horn.com

CELINA TEXAS EST. 1876
Life Connected.

TITLE:
ARIZONA DRIVE & AMENDMENT 1 PAVING IMPROVEMENTS EXHIBIT

Locations:
1. *ARIZONA DRIVE FROM WALNUT STREET (FM 455) TO PECAN STREET*
2. *PECAN STREET FROM FLORIDA DRIVE TO ARIZONA DRIVE*
3. *ILLINOIS DRIVE FROM WALNUT (FM 455) TO BEECH STREET*
4. *ARIZONA DRIVE FROM PECAN STREET TO BEECH STREET*

JOB NO.:	
SCALE:	1" = 200'
DATE:	05/07/2024
SHEET:	*Exhibit 1*

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2023

CITY OF CELINA, TEXAS

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF RIGHT OF WAY AND EASEMENTS FOR THE PECAN STREET IMPROVEMENTS PROJECT ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City Council of the City (the "City Council") has found it necessary and in the public interest to improve the roadway infrastructure within the City limits and the City's extraterritorial jurisdiction, so that the City will grow in an orderly manner that allows for the management of traffic so that the public will be able to travel safely and efficiently throughout the area; and

WHEREAS, the Pecan Street Improvement Project, which includes the improvement of Pecan Street from Arizona Drive to Florida Drive as shown in Exhibit "A", attached here and incorporated as if set forth fully herein, requires the City to acquire rights-of-way and easements from adjacent property owners as shown in Exhibit "B", attached here and incorporated as if set forth fully herein; and

WHEREAS, Section 2.02 of the City Charter grants the City the power to acquire property for public purpose; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council; and

WHEREAS, the City Council of the City ("City Council") has determined that it is in the best interest of the citizens of the City to authorize the City Manager to acquire rights-of-way and easements for the Pecan Street Improvement Project.

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

Section 1: The findings and premises contained in the preamble above are hereby

deemed to be true and correct.

Section 2: The City Manager is hereby authorized to execute all documents as required and to disburse funds necessary to acquire property interests in the rights-of-way and easements for the Pecan Street Improvement Project as identified in the attached Exhibit "A" and Exhibit "B" on behalf of the City.

Section 3. This Resolution shall become effective upon the date of passage.

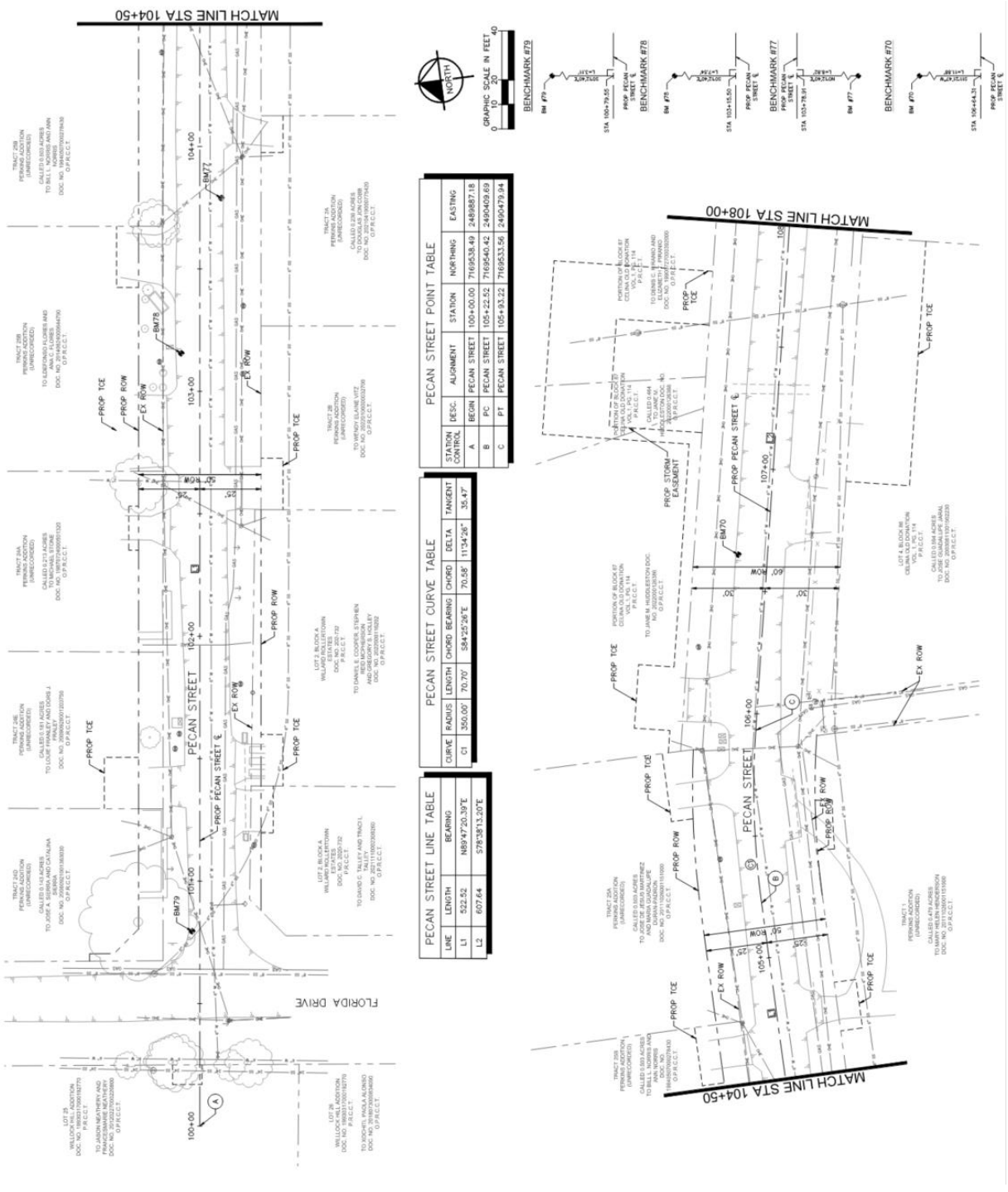
DULY PASSED AND APPROVED by the City Council of Celina, Texas, this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

Exhibit A



PECAN STREET LINE TABLE

LINE	LENGTH	BEARING
L1	522.52	N89°47'20.39"E
L2	607.64	S78°38'13.20"E

PECAN STREET CURVE TABLE

CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	350.00'	70.70'	S84°25'26"E	70.58'	11°34'26"	35.47'

PECAN STREET POINT TABLE

STATION CONTROL	DESC.	ALIGNMENT	STATION	NORTHING	EASTING
A	BEGIN	PECAN STREET	100+00.00	7169538.49	2489887.18
B	PC	PECAN STREET	105+22.52	7169540.42	2490409.69
C	PT	PECAN STREET	105+93.22	7169533.56	2490479.94

Exhibit B

Property ID	Legal Description	Owner	City	State	Zip Code
1520009	PERKINS ADDITION (CCL), LOT 24D	SIERRA JOSE A & CATALINA	Celina	TX	75009
1586091	PERKINS ADDITION (CCL), LOT 24E	FRALEY DORIS J	Sachse	TX	75048
982752	PERKINS ADDITION (CCL), LOT 24A	STONE MICHAEL	McKinney	TX	75071
982761	PERKINS ADDITION (CCL), LOT 24B	FLORES ILDEFONSO &, ANA C FLORES	Celina	TX	75009
982798	PERKINS ADDITION (CCL), LOT 25B	NORRIS ANN	Celina	TX	75009
982789	PERKINS ADDITION (CCL), LOT 25A	MARTINEZ JOSE DE JESUS & MARIA G	Celina	TX	75009
2826586	WILLARD ROLLERTOWN ESTATES (CCL), BLK A, LOT 1	TALLEY DAVID C & TRACI L	Celina	TX	75009

2826587	WILLARD ROLLERTOWN ESTATES (CCL), BLK A, LOT 2	COOPER DANIEL E &, STEPHEN REID MCPHERSON & GREGORY S HOLLEY	Prosper	TX	75078
982404	PERKINS ADDITION (CCL), LOT 2B	VITZ WENDY ELAINE	Celina	TX	75009
982397	PERKINS ADDITION (CCL), LOT 2A	COBB DOUGLAS JON TRUST	Celina	TX	75009
982388	PERKINS ADDITION (CCL), LOT 1	HENDERSON MARY HELEN	Celina	TX	75009
2863850	CELINA ORIGINAL DONATION (CCL), BLK 87, LOT 2B	HUDDLESTON JANE M	Celina	TX	75009
2863851	CELINA ORIGINAL DONATION (CCL), BLK 87, LOT 2D	HUDDLESTON JANE M	Celina	TX	75009
999771	CELINA ORIGINAL DONATION (CCL), BLK 87, LOT 2A	PIRANO DENNIS C & ELIZABETH	Celina	TX	75009
999726	CELINA ORIGINAL DONATION (CCL), BLK 86, LOT 4	JARAL JOSE GUADALUPE	Celina	TX	75009

PECAN ST ROAD IMPROVEMENTS ROW ACQUISITION RESOLUTION

(ARIZONA DR TO FLORIDA DR)

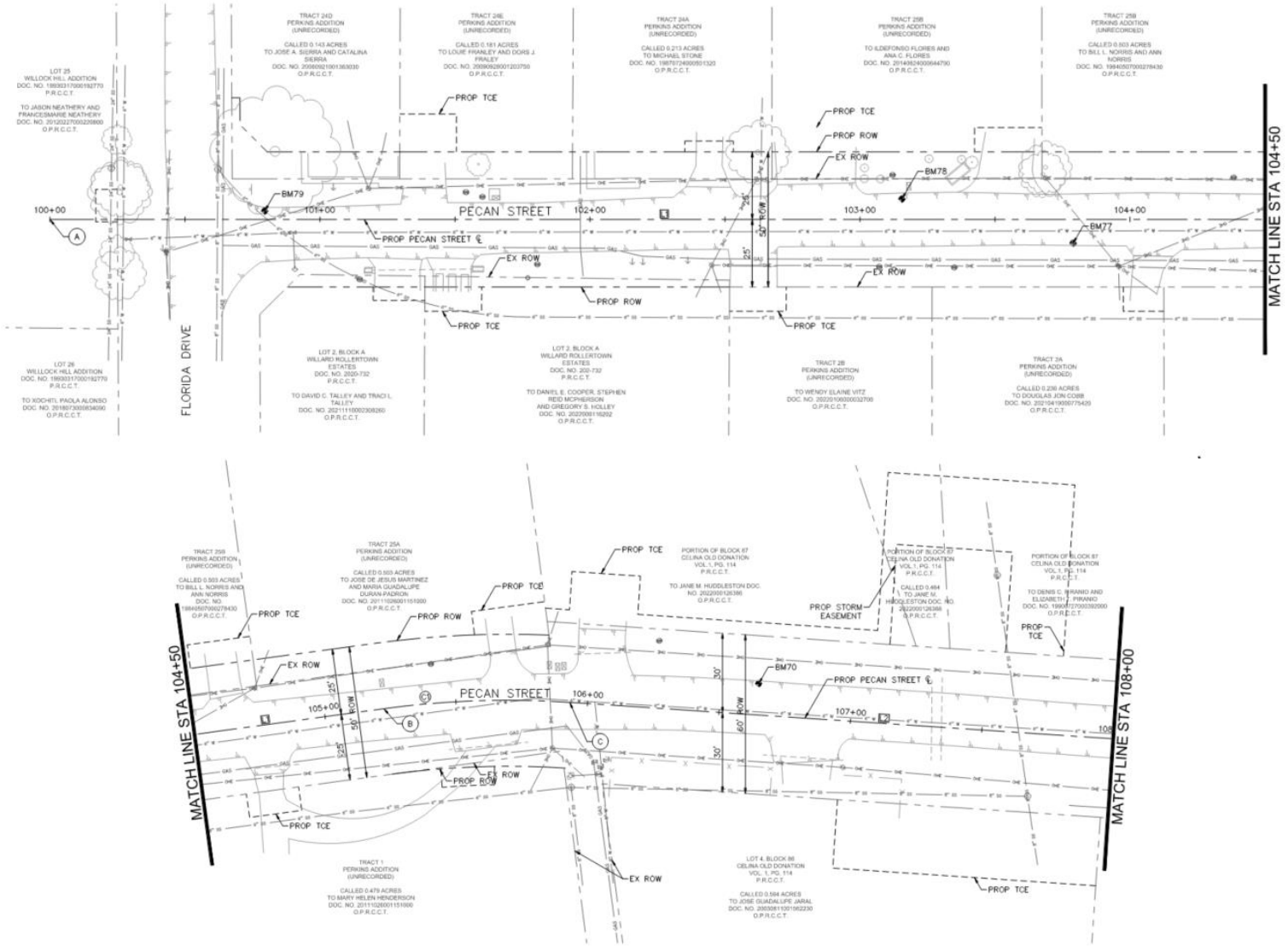
April 8th, 2025



BACKGROUND

- The City Council approved the design of Pecan Street from Arizona Drive to Florida Drive during the June 11, 2024, City Council meeting. The 60% design has identified the right-of-way and easements that will be needed for the construction of this section of the roadway. This Resolution will authorize the City Manager to execute documents that will be needed for the roadway construction.

ROW PARCEL AREAS MAP



QUESTIONS?



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Catherine Oduro
Date:	April 8, 2025
Re:	Ownsby Parkway Road Construction, Change Order, R58- Delay charges

Action Requested:
Consider and act to authorize a change order with RPMx for an amount not to exceed $140,274.80 as compensation for additional costs they incurred due to the electric poles relocation delays. (Glasgow)

Background Information:
The City of Celina began the design of Ownsby Parkway from Preston Road to CR 83 in 2022. The City participated in two development-related agreements related to the construction of Ownsby Parkway from Preston to Coit Road. The City entered into an Economic and Performance Agreement with Costco Wholesale Corporation in September 2022. A condition of this agreement is that the city "will coordinate and construct all improvements required to Ownsby Parkway within four years of the effective date of the contract". The city also entered a Development, Incentive, and Facilities Agreement with Trinity Celina, LLC in September 2022. In the agreement, the City agreed that it would complete the construction of Ownsby Parkway on or before December 31, 2026. At the time, the developer stated that Costco and Lowes were going to open in 2024; therefore, city staff accelerated the construction of Ownsby Parkway, which accelerated the right-of-way (ROW) acquisition process.

In October 2022, the City Council authorized Resolution 2022-51R, which authorized staff to begin the ROW acquisition process. The City of Celina received 100% plans in December 2022. With the receipt of the final design plans, the City began ROW of way acquisition, and utility companies were notified of the upcoming project. Per the City of Celina Franchise agreement, utility companies are required to relocate for the expansion of new roadways. However, the utility companies must have clear and unencumbered ROW documents before they can begin the design. In January 2023, staff brought forth an authorization for eminent domain to

begin procuring the required right of way by legal action due to a lack of progress on multiple tracts. In April 2023, GCEC was informed about the need to relocate utilities and was provided with executed ROW documents; however, not all ROW had been secured. On April 19, 2023, the city filed a "Petition for Statement in Condemnation" with the Collin County court system on the property located on the southeast corner of Preston Road and Ownsby Parkway. The city received the "Award of Special Commissioners" in August 2023. The Council authorized the expenditure related to the special commissioner's settlement on August 21, 2023, and the City completed the "Notice of Deposit" with the court system on October 6, 2023. The city received the "Judgment in the Absence of Objections" in November 2023, which gave the City of Celina staff and all utility companies full access to the ROW.

The City of Celina bid on the project while the court proceedings were in progress. The bid closed in July 2023, and the Celina City Council awarded Bid 2023-053 to RPMx Construction in August 2023. The contractor received the Notice to Proceed in October 2023.

While the court hearings were proceeding, the city coordinated with RPMx. RPMx worked with city staff to continue modifying the construction sequencing so that the project could continue to make progress. The contractor started with the first two westbound lanes from Preston to Coit Road, and the road was opened to traffic on August 14, 2024. The construction of the remaining two eastbound lanes started on July 12, 2024, once the power poles were clear. Construction on this section was completed in two phases to facilitate traffic patterns. The first phase was from Peregrine Point to Quail Hollow, and the second phase was from Peregrine to Preston Road. One lane in each direction from Preston to Coit was opened to traffic on December 3, 2024.

During this period, City staff were in constant communication with the utility companies. The table below summarizes the various communication efforts by city staff to communicate with the impacted utilities:

Date	Action
April 2023	GCEC was informed about the project and the need to relocate poles
July 2023	GCEC informed the city that the design had started on the relocation by McCord Engineering
October 2023	GCEC informed the city that Altice also had infrastructure on its poles that would need to be relocated. The city reached Altice the same day. No prior notification was provided to staff.
November 2023	City secured 100% of the necessary ROW and provided legal documentation to the utility company.
February 2024	GCEC installed new poles and wires. A city permit was not secured for this work.
March 2024	GCEC informed the city about the release of the underground portion of the work, which needed to be completed prior to retiring the old poles.
May 2, 2024	GCEC issued a permit to Altice.
May 14, 2024	GCEC submitted a permit to the City.

May 14, 2024	The City issued a permit to GCEC/Altice for communication relocation.
May 20, 2024	GCEC removed their old lines from the old poles
May 24, 2024	Altice started work.
June 18, 2024	The city notified GCEC that all GCEC permits were on hold until the Ownsby relocation was complete.
June 25, 2024	Altice did a midnight transfer
June 28, 2024	Altice removed their fiber from the old poles.
July 3, 2024	GCEC gave RPMx permission to remove the poles, and RPMx agreed to it.
July 11, 2024	RPMx resumed work.

In June 2024, the City received written notification of the cost of the utility delay. RPMx requested a time impact delay cost of $379,282.14. After meeting with RPMx representatives and the City's legal counsel, the largest discrepancy in the request for additional time was the cost for general conditions and daily overhead costs of $239,007.34. Because the project was within the allocated calendar days of the project, the staff objected to this charge. After multiple meetings and providing the requested documentation, the staff concurred with the remaining charges of $140,274.80. This change order is caused by the city's delay in ROW acquisition due to eminent domain proceedings and the lack of communication between GCEC and Altice fiber communications.

Legal Review:
The change order form has been previously reviewed and approved.

Supporting Documents:
1. 031824 Notice of Delay
2. 061324 Notice of Delay
3. Inefficiencies and Delays PCO 031225
4. R58-Ownsby_Parkway_Improvements_from_Preston_Rd_to_Coit_Rd-006-CE_CO_6-Inefficiencies_amp_Delay_Costs_1-2025-03-26
5. VII-K-Ownsby Pkwy Change Order -Delay charges

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 authorizing the change order as presented.

RPM xCONSTRUCTION, LLC

RPM xConstruction, LLC.
6500 Meyer Way, Suite 100
McKinney, TX 75070

March 18, 2024

Catherine Oduro, PE, CFM
City of Celina
142 N. Ohio St.
Celina, Texas 75009

Ownsby Pkwy – Notice of Potential Time Impact/Delay

Mrs. Oduro:

The intent of this letter is to provide the City of Celina with notice of Potential Time Impact on the above referenced project. RPM xConstruction (RPM) has identified a Potential Time Impact related to the presence of the utility poles and the Altice/Suddenlink communication cabinet on the new eastbound lanes of Ownsby Pkwy (STA 100+00 to 118+00). The request to relocate these items was submitted on October 30, 2023, and was expected to be completed within a few weeks. As of today, all items mentioned are still in conflict and are preventing advancement of construction on the EB lanes. RPM will keep track of the Time Impact by adding activities to future P6 Monthly Updates.

In an effort to partner with the City of Celina and to continue progress on the job, RPM worked around the conflict area and placed lime and concrete paving on the westbound lanes, although our original plan was to construct both WB and EB lanes simultaneously. This has resulted in inefficient work and will require an additional move-in of our mobile concrete plant, both of which have had a negative financial impact on RPM. Furthermore, we are still unable to complete the EB lime, concrete paving, and landscape work, all of which are critical path items.

At this time, the full scope of the impact is unknown, however, it is clear the delay has pushed the landscape portion of the work into the summer months which will undoubtedly affect the opening of the roadway and, ultimately, the completion date of the overall project. RPM will continue to update the city in our bi-weekly meetings and ask that we be kept informed of any developments regarding this issue.

Respectfully,

Jonathan Guzman
Senior Project Manager

RPM xCONSTRUCTION, LLC

RPM xConstruction, LLC.
6500 Meyer Way, Suite 100
McKinney, TX 75070

June 13, 2024

Catherine Oduro, PE, CFM
City of Celina
142 N. Ohio St.
Celina, Texas 75009

Ownsby Pkwy –Notice of Time Impact/Delay Costs

Mrs. Oduro:

As was previously stated in our letter on 3/18/24, the Ownsby Parkway project has been delayed due to the ongoing presence of the utility poles and the Altice/Suddenlink communication cabinet on the new eastbound lanes of Ownsby Pkwy (STA 100+00 to 118+00). It appears progress is being made to remove the items and RPM will be able to resume work roughly the start of July. To date the project has been impacted a total of 120 days.

The financial impact to RPM for these days is as follows:

• General Conditions / Daily Overhead (120 Days)	$239,007.34
• Lime Crew Remobilization Costs	$8,125.25
• Concrete Crew Remobilization and Inefficient Work	$22,345.81
• Concrete Plant Remobilization Costs	$26,585.99
• Cost of Ready Mix Over RPM-Made Concrete	$23,942.12
• Extended Traffic Control (120 Days)	$32,427.48
• Concrete Plant Standby (5 Days)	$26,848.15
Total =	**$379,282.14**

The attached sheet shows a breakdown of these costs. Please note that currently RPM has not been assessed any delay charges or increases from our subcontractors, however we reserve the right to present those costs if needed.

RPM requests a meeting to discuss these costs and to come to an agreement as soon as possible to not delay the start of our work once authorized to begin again.

Respectfully,

Jonathan Guzman

Jonathan Guzman
Senior Project Manager

Ownsby Inefficiencies / Delay Costs
March 2024 - June 2024

1	**General Conditions / Daily Overhead**			
	Contract Value		$	12,116,344.19
	Original Contract Days to Substantial			365
	Original Contract Days to Final			425
	Daily Cost (CV / Days x 6%)		$	1,991.73
		120 Days	**$**	**239,007.34**
2	**Grading and Placement for Lime Delays**			
	Remobilization Costs		$	8,125.25
	Excess Cost		**$**	**8,125.25**
3	**Concrete Paving Delays - Hand Pours Doubled**			
	Estimated Daily Cost		$	6,026.89
	Impacted Days			2
	Remobilization Costs		$	10,292.03
	Excess Cost		**$**	**22,345.81**
4	**Plant Remobilization**			
	Setup / Remove Plant Cost Per Each		$	21,809.08
	Calibration		$	4,776.91
	Extra Mob In / Out			1
	Excess Cost		**$**	**26,585.99**
5	**Ready Mix Cost in Excess of RPM Produced Mix**			
	RPM Concrete Cost Per CY		$	136.68
	Ready Mix Cost Per CY		$	183.26
	Delta		$	46.58
	Purchased CY			514.00
	Excess Cost		**$**	**23,942.12**
6	**Extended Traffic Control**			
	Daily Cost		$	270.23
	Monthly Cost		$	8,106.87
		120 Days	**$**	**32,427.48**
7	**Plant Standby / Downtime**			
	Daily Cost		$	5,369.63
	Days on Standby			5
	Cost		**$**	**26,848.15**

Total Inefficiencies / Delay Costs			
	120 Days	**$**	**379,282.14**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Grading & Placement of Lime Delays

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
		SUB-TOTAL	$ -
		15%	$ -
		TOTAL EQUIPMENT:	**$ -**

LABOR

DESCRIPTION	HOURS REG.	HOURS O.T.	RATE REG.	RATE O.T.	AMOUNT
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
				SUB-TOTAL	$ -
				55%	$ -
				15%	$ -
				TOTAL LABOR:	**$ -**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
			$ -	$ -
			$ -	$ -
			$ -	$ -
			SUB-TOTAL	$ -
			15%	$ -
			TOTAL MATERIAL:	**$ -**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
Equipment Hauling Oversized Loads (Mixer)	2.00	EA	$ 1,155.49	$ 2,310.98
Equipment Hauling (Blade, Dozer & 2 Rollers)	8.00	EA	$ 625.31	$ 5,002.48
			$ -	$ -
			SUB-TOTAL	$ 7,313.46
			10%	$ 731.35
			TOTAL SUBCONTRACT:	**$ 8,044.81**

SUMMARY	
LABOR	**$ -**
EQUIPMENT	**$ -**
MATERIAL	**$ -**
SUBCONTRACT	**$ 8,044.81**
BOND 1%	**$ 80.45**
TOTAL THIS SHEET	**$ 8,125.26**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Concrete Paving Delays - Hand Pours Doubled

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
BACKHOE	20.00	$ 130.00	$ 2,600.00
BELT PLACER	20.00	$ 315.00	$ 6,300.00
SKIDSTEER	20.00	$ 120.00	$ 2,400.00
PICKUP TRUCK	60.00	$ 12.53	$ 751.74
		SUB-TOTAL	$ 12,051.74
		15%	$ 1,807.76
		TOTAL EQUIPMENT:	**$ 13,859.50**

LABOR

DESCRIPTION	HOURS REG.	HOURS O.T.	RATE REG.	RATE O.T.	AMOUNT
FOREMAN	16.00	4.00	$ 44.00	$ 68.20	$ 976.80
LABOR (SKILLED)	112.00	28.00	$ 25.00	$ 38.75	$ 3,885.00
			SUB-TOTAL		$ 4,861.80
			55%		$ 2,673.99
			15%		$ 729.27
			TOTAL LABOR:		**$ 8,265.06**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
				$ -
				$ -
				$ -
			SUB-TOTAL	$ -
			15%	$ -
			TOTAL MATERIAL:	**$ -**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
			$ -	$ -
			$ -	$ -
			$ -	$ -
			SUB-TOTAL	$ -
			10%	$ -
			TOTAL SUBCONTRACT:	**$ -**

Equipment includes operators.
Labor includes 1 foreman and 7 skilled laborers.

SUMMARY	
LABOR	**$ 8,265.06**
EQUIPMENT	**$ 13,859.50**
MATERIAL	**$ -**
SUBCONTRACT	**$ -**
BOND 1%	**$ 221.25**
TOTAL THIS SHEET	**$ 22,345.81**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Plant Remobilization

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
			$ -
			$ -
			$ -
			$ -
		SUB-TOTAL	$ -
		15%	$ -
		TOTAL EQUIPMENT:	**$ -**

LABOR

DESCRIPTION	HOURS		RATE		AMOUNT
	REG.	O.T.	REG.	O.T.	
			$ -	$ -	$ -
			$ -	$ -	$ -
				SUB-TOTAL	$ -
				55%	$ -
				15%	$ -
				TOTAL LABOR:	**$ -**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
				$ -
				$ -
				$ -
			SUB-TOTAL	$ -
			15%	$ -
			TOTAL MATERIAL:	**$ -**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
HAULING	1.00	LSM	$ 19,630.13	$ 19,630.13
PLANT CALIBRATION	1.00	LSM	$ 4,299.65	$ 4,299.65
			$ -	$ -
			SUB-TOTAL	$ 23,929.78
			10%	$ 2,392.98
			TOTAL SUBCONTRACT:	**$ 26,322.76**

SUMMARY	
LABOR	**$ -**
EQUIPMENT	**$ -**
MATERIAL	**$ -**
SUBCONTRACT	**$ 26,322.76**
BOND 1%	**$ 263.23**
TOTAL THIS SHEET	**$ 26,585.99**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Plant Remobilization

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
			$ -
			$ -
			$ -
			$ -
		SUB-TOTAL	$ -
		15%	$ -
		TOTAL EQUIPMENT:	**$ -**

LABOR

DESCRIPTION	HOURS		RATE		AMOUNT
	REG.	O.T.	REG.	O.T.	
			$ -	$ -	$ -
			$ -	$ -	$ -
				SUB-TOTAL	$ -
				55%	$ -
				15%	$ -
				TOTAL LABOR:	**$ -**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
READY MIX	514.00	CY	$ 40.10	$ 20,613.10
				$ -
				$ -
			SUB-TOTAL	$ 20,613.10
			15%	$ 3,091.97
			TOTAL MATERIAL:	**$ 23,705.07**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
			$ -	$ -
			$ -	$ -
			$ -	$ -
			SUB-TOTAL	$ -
			10%	$ -
			TOTAL SUBCONTRACT:	**$ -**

SUMMARY	
LABOR	**$ -**
EQUIPMENT	**$ -**
MATERIAL	**$ 23,705.07**
SUBCONTRACT	**$ -**
BOND 1%	**$ 237.05**
TOTAL THIS SHEET	**$ 23,942.12**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Extended Traffic Control

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
			$ -
			$ -
			$ -
			$ -
		SUB-TOTAL	$ -
		15%	$ -
		TOTAL EQUIPMENT:	**$ -**

LABOR

DESCRIPTION	HOURS		RATE		AMOUNT
	REG.	O.T.	REG.	O.T.	
			$ -	$ -	$ -
			$ -	$ -	$ -
				SUB-TOTAL	$ -
				55%	$ -
				15%	$ -
				TOTAL LABOR:	**$ -**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
				$ -
				$ -
				$ -
			SUB-TOTAL	$ -
			15%	$ -
			TOTAL MATERIAL:	**$ -**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
TRAFFIC CONTROL	4.00	MO	$ 7,296.91	$ 29,187.64
			$ -	$ -
			$ -	$ -
			SUB-TOTAL	$ 29,187.64
			10%	$ 2,918.76
			TOTAL SUBCONTRACT:	**$ 32,106.40**

Traffic control rates are for all lane closure signs and barrels, detours, message boards and arrow boards.

SUMMARY	
LABOR	**$ -**
EQUIPMENT	**$ -**
MATERIAL	**$ -**
SUBCONTRACT	**$ 32,106.40**
BOND 1%	**$ 321.06**
TOTAL THIS SHEET	**$ 32,427.46**

COST BREAKDOWN

COUNTY: Collin **PROJECT:** Ownsby Pkwy **PROJECT #:** 4428P **HIGHWAY:**

DESCRIPTION OF WORK: Plant Standby and Downtime

DATE: 3/1/2024

EQUIPMENT

DESCRIPTION	HR	RATE	AMOUNT
CONCRETE PLANT STANDBY	40.00	$ 577.88	$ 23,115.20
			$ -
			$ -
			$ -
		SUB-TOTAL	$ 23,115.20
		15%	$ 3,467.28
		TOTAL EQUIPMENT:	**$ 26,582.48**

LABOR

DESCRIPTION	HOURS REG.	HOURS O.T.	RATE REG.	RATE O.T.	AMOUNT
			$ -	$ -	$ -
			$ -	$ -	$ -
				SUB-TOTAL	$ -
				55%	$ -
				15%	$ -
				TOTAL LABOR:	**$ -**

MATERIAL - SUPPLY

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
				$ -
				$ -
				$ -
			SUB-TOTAL	$ -
			15%	$ -
			TOTAL MATERIAL:	**$ -**

SUBCONTRACT

DESCRIPTION	QUANTITY	UOM	RATE	AMOUNT
			$ -	$ -
			$ -	$ -
			$ -	$ -
			SUB-TOTAL	$ -
			10%	$ -
			TOTAL SUBCONTRACT:	**$ -**

Stanby time includes all plant equipment and labor.

SUMMARY	
LABOR	**$ -**
EQUIPMENT	**$ 26,582.48**
MATERIAL	**$ -**
SUBCONTRACT	**$ -**
BOND 1%	**$ 265.82**
TOTAL THIS SHEET	**$ 26,848.30**

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

Project: R58 - Ownsby Parkway Improvements (from Preston Rd to Coit Rd)
317 E OWNSBY PKWY
Celina, Texas 75009

Subcontract Change Order #006: CE #CO #6 - Inefficiencies & Delay Costs 1

CONTRACT COMPANY:	**RPMx** 6500 Meyer Way Suite 100 Mckinney, Texas 75070	**CONTRACT FOR:**	SC-R58-002:Construction Contractor
DATE CREATED:	3/10/2025	**CREATED BY:**	Catherine Oduro **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	03/25/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$140,274.80

DESCRIPTION:
CE #CO #6 - Inefficiencies & Delay Costs 1
The below costs are from RPM letter dated 6/13/24. These were verbally agreed in our meeting with Kim Brawner and Andy Glasgow. RPM agreed to discuss the costs for General Conditions and Additional Daily Overhead at a later time.

ATTACHMENTS:
Redimix cost.pdf, Concrete Paving Delays.pdf, Plant Standby.pdf, Plant Remobilization.pdf, Inefficiencies and Delays PCO 031225.pdf, Extended traffic control.pdf, 031824 Notice of Delay.pdf, 061324 Notice of Delay Costs.pdf

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1	1-32-1.C Progress Schedule LS.Construction	LIME DELAY COST	$8,125.25
2	1-32-1.C Progress Schedule LS.Construction	CONC PAV DELAY HAND POUR	$22,345.81
3	1-32-1.C Progress Schedule LS.Construction	PLANT REMOB	$26,585.99
4	1-32-1.C Progress Schedule LS.Construction	ADD READYMIX COST 1	$23,942.12
5	1-32-1.C Progress Schedule LS.Construction	EXTENDED TRAFFIC CONTROL	$32,427.48
6	1-32-1.C Progress Schedule LS.Construction	PLANT STANDBY	$26,848.15
		Grand Total:	**$140,274.80**

The original (Contract Sum)	$ 12,116,344.20
Net change by previously authorized Change Orders	$ 618,707.79
The contract sum prior to this Change Order was	$ 12,735,051.99
The contract sum will be increased by this Change Order in the amount of	$ 140,274.80
The new contract sum including this Change Order will be	$ 12,875,326.79
The contract time will not be changed by this Change Order.	

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

RPMx
6500 Meyer Way Suite 100
Mckinney, Texas 75070

SIGNATURE **DATE**

SIGNATURE **DATE**

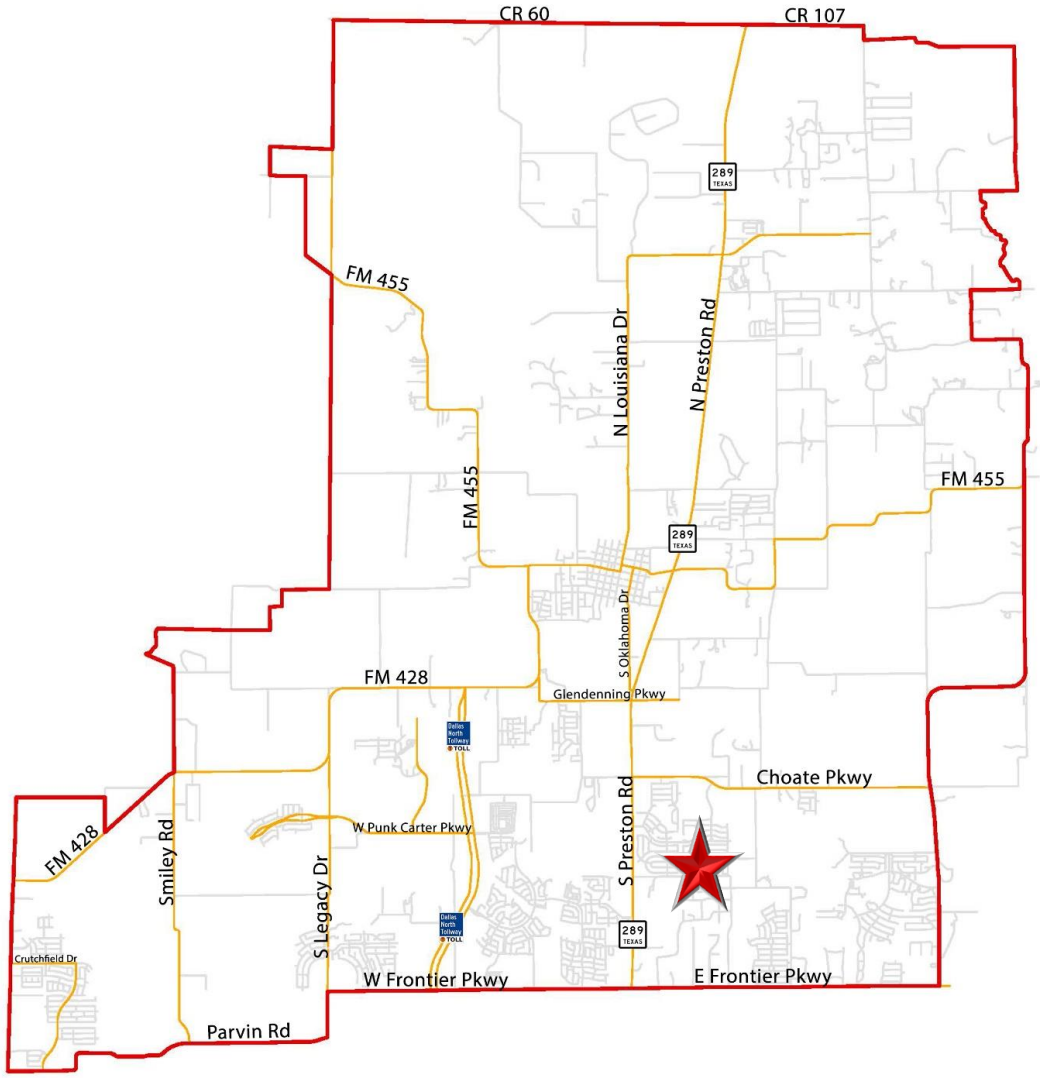
OWNSBY PARKWAY DELAY CHARGES CHANGE ORDER

April 8, 2025

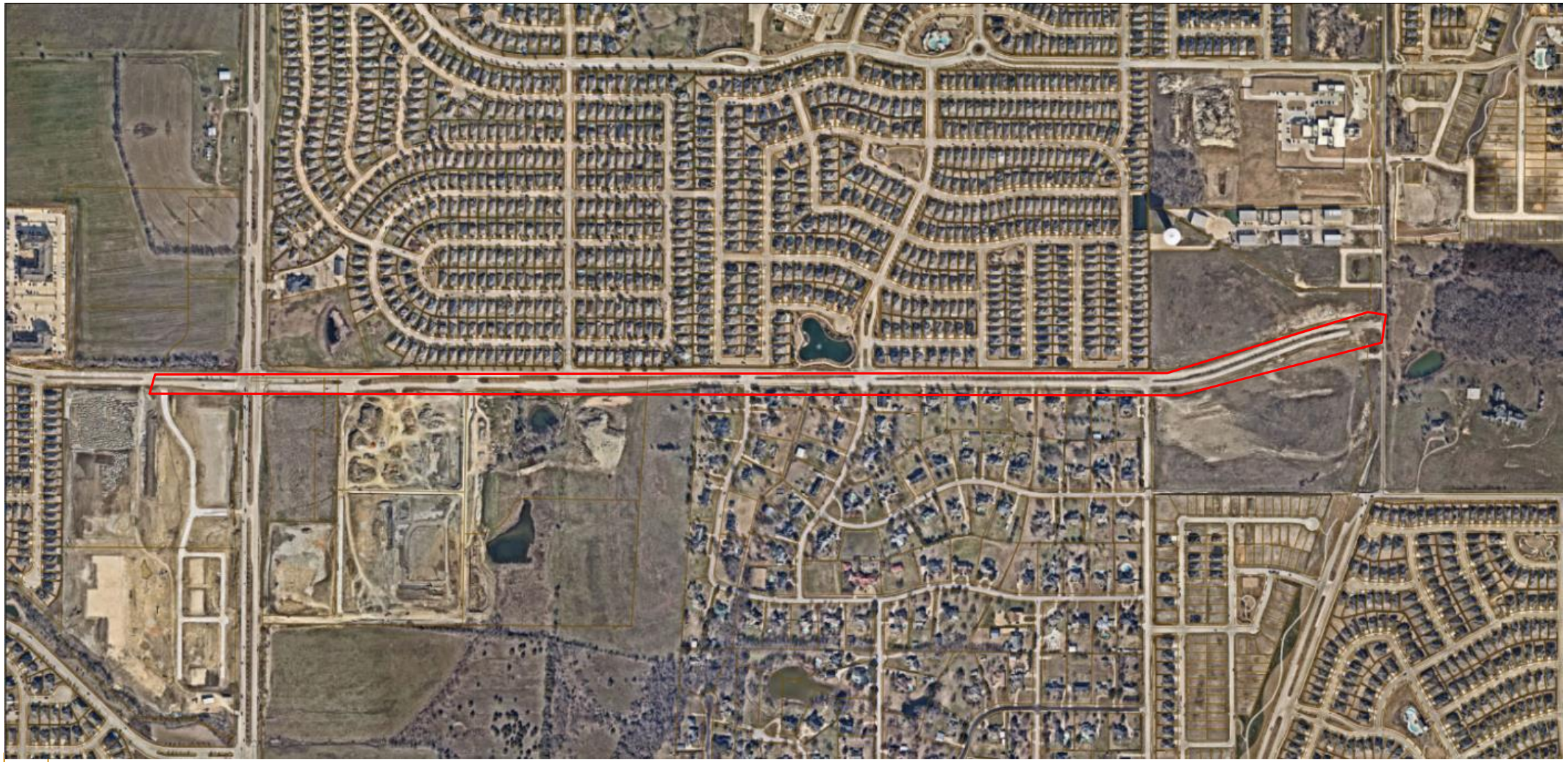
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



LOCATION MAP



LOCATION MAP-OWNSBY PARKWAY (FROM PRESTON RD TO COIT RD)



BACKGROUND

- On August 8, 2023, the Council authorized the award of Bid 2023-053 for the construction of Ownsby Parkway from Preston Road to Coit Road construction to RPMx Construction LLC.
- The proposed change order covers the additional cost the contractor incurred due to the three-month (3-month) delay caused by the GCEC electric poles relocation in an amount of $140, 274.80.

PROJECT RELOCATION TIMELINE

- **April 25, 2023-** GCEC was informed about the project and the need to relocate poles. Work was to take 6-9 months.
- **July 26, 2023-** GCEC informed the city design had started on the relocation by McCord Engineering
- **August 8, 2023-** City council awarded construction contract to RPMx
- **August 23, 2023-** GCEC informed the city their plans were being finalized
- **September 29, 2023-** City issued Notice to Proceed to RPMx
- **October 31, 2023-** GCEC informed the city Altice have infrastructure on their poles as well that will to be relocated. City reached out to Altice the same day.
- **November 20, 2023-** The city received copy of GCEC's plans for review
- **November 30, 2023-** GCEC informed the city they were working on a schedule to start work on the relocation.
- **February 6, 2024**- GCEC installed new poles and wires

PROJECT RELOCATION TIMELINE

- **March 18, 2024**- City received a notification for potential time impact /delay from RPMx
- **March 18, 2024-** City informed GCEC and Altice about the delay notification received
- **March 18, 2024**-GCEC informed the city they were releasing the underground work to retire the wires on the old poles.
- **March 25, 2024-** GCEC informed the city their contractor needed 2 weeks from this date to complete the underground work
- **May 2, 2024-** GCEC issued a permit to Altice
- **May 14,2024-** GCEC submitted permit to the City
- **May 14, 2024-** City approved the permit for GCEC/Altice work
- **May 20, 2024**- GCEC removed the old lines from the old poles
- **May 24, 2024**- Altice started work

PROJECT RELOCATION TIMELINE

- **June 13, 2024**- City received a notification of Time Impact/Delay cost
- **June 18, 2024 –** City issued a notice to GCEC that all GCEC permits were on hold until the Ownsby relocation was complete
- **June 25, 2024** - Altice did a midnight transfer
- **June 28, 2024** - Altice removed their fiber from the old poles
- **July 3, 2024** - GCEC gave RPMx permission to remove the poles and RPMx agreed to it.
- **July 11, 2024** - RPMx resumed work by putting in the storm sewer from Preston Rd back east to get Lowes out of the way, so we can lime the south side of Ownsby, Bluewood going East taking out the asphalt and driveway approaches. Install temp driveways so homeowners can get to Ownsby and go east to Coit.

REQUESTED ADDITIONAL COST DUE TO DELAY

The financial impact to RPM for these days is as follows:

• General Conditions / Daily Overhead (120 Days)	~~$239,007.34~~
• Lime Crew Remobilization Costs	$8,125.25
• Concrete Crew Remobilization and Inefficient Work	$22,345.81
• Concrete Plant Remobilization Costs	$26,585.99
• Cost of Ready Mix Over RPM-Made Concrete	$23,942.12
• Extended Traffic Control (120 Days)	$32,427.48
• Concrete Plant Standby (5 Days)	$26,848.15
Total =	**~~$379,282.14~~**

$140, 274.80

After multiple meetings and providing requested documentation, staff concurs with the remaining charges of $140,274.80

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Catherine Oduro
Date:	April 8, 2025
Re:	Ownsby Parkway Road Construction, Change Order, R58-Light pole foundation

Action Requested:
Consider and act to authorize a change order with RPMx for the quantity overrun for the arterial streetlight pole foundations for an amount not to exceed $119,504.00.(Glasgow)

Background Information:
On August 8, 2023, the Council authorized the award of Bid 2023-053 for the construction of Ownsby Parkway from Preston Road to Coit Road construction to RPMx Construction LLC for $12,116,344.19 plus a ten percent contingency of $1,211,634.42 for a total amount not to exceed $13,327,978.61. This change order exceeds $50,000 and by state statute requires Council authorization. The amount does not exceed the contingency authorized.

The base bid item included 40 linear feet (40 LF) total for the light pole foundations. This number was an error in the measuring unit. The line item should have read either a per unit cost. Each foundation is eight feet (8') deep with a total quantity of 40 light pole foundations or the line item could have read 320 total linear feet. Staff re-negotiated the price with the contractor, and based on recent pricing, the $426.80/LF price was acceptable. The proposed change order covers the cost of the additional 280LF.

Legal Review:
The change order form has been previously reviewed and approved.

Supporting Documents:
1. CE #CO #9 - FURNISH & INSTALL SLA FOUNDATIONS
2. VII-L-Ownsby Pkwy Change Order -Light pole foundation-Presentation

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

Staff Recommendation:
Staff recommends authorizing the change order as presented.

Life Connected.

CCO #007

City of Celina
142 N. Ohio Drive
Celina, Texas 75009
Phone: (972) 382-2682

Project: R58 - Ownsby Parkway Improvements (from Preston Rd to Coit Rd)
317 E OWNSBY PKWY
Celina, Texas 75009

Subcontract Change Order #007: CE #CO #9 - FURNISH & INSTALL SLA FOUNDATIONS

CONTRACT COMPANY:	**RPMx** 6500 Meyer Way Suite 100 Mckinney, Texas 75070	**CONTRACT FOR:**	SC-R58-002:Construction Contractor
DATE CREATED:	3/11/2025	**CREATED BY:**	Catherine Oduro **(City of Celina)**
CONTRACT STATUS:	Approved	**REVISION:**	0
REQUEST RECEIVED FROM:		**LOCATION:**	
DESIGNATED REVIEWER:		**REVIEWED BY:**	
DUE DATE:		**REVIEW DATE:**	03/11/2025
INVOICED DATE:		**PAID DATE:**	
REFERENCE:		**CHANGE REASON:**	Allowance
PAID IN FULL:	No	**EXECUTED:**	No
ACCOUNTING METHOD:	Amount Based	**SCHEDULE IMPACT:**	
FIELD CHANGE:	No	**SIGNED CHANGE ORDER RECEIVED DATE:**	
		TOTAL AMOUNT:	$119,504.00

DESCRIPTION:
CE #CO #9 - FURNISH & INSTALL SLA FOUNDATIONS
Subcontractor (Road Solutions) price is $388/LF. With 10% markup and cost for additional bond, contract unit price will be $426.80/LF with a quantity of 280 LF = $119,504.00.

ATTACHMENTS:
OWNSBY PKWY - OVERRUNS - Copy(Sheet1).csv

CHANGE ORDER LINE ITEMS:

#	Budget Code	Description	Amount
1		FURNISH & INSTALL SLA FOUNDATIONS (LF)	$119,504.00
		Grand Total:	**$119,504.00**

The original (Contract Sum)	$ 12,116,344.20
Net change by previously authorized Change Orders	$ 499,203.79
The contract sum prior to this Change Order was	$ 12,615,547.99
The contract sum will be increased by this Change Order in the amount of	$ 119,504.00
The new contract sum including this Change Order will be	$ 12,735,051.99
The contract time will not be changed by this Change Order.	

City of Celina
142 N. Ohio Drive
Celina, Texas 75009

SIGNATURE **DATE**

RPMx
6500 Meyer Way Suite 100
Mckinney, Texas 75070

Signed by:
Caleb Chalmers
C0693E700E75479...
3/12/2025

SIGNATURE **DATE**

Docusign Envelope ID: 294DF24E-1D6F-41CB-81E9-532180D2B240

Ownsby Pkwy Overruns
Celina, TX

Item	Overrun Items QTY	Bid Price	Amount Due
CONDT (PVC) (SCH 40) (4")	40	$37.00	$1,480.00
8 CONDT (PVC) (SCH 80) (2")	10	$29.00	$290.00
2" CONDT PVC SCH 40 (T)	40	$15.00	$600.00
FUNISH/INSTALL TYPE SLA FOUNDATION (30" x 96")	280	$426.80	$119,504.00
NO 4 Insulated Elec Condr	1020	$2.90	$2,958.00
REFL PAV MRK 4"(BRK)100 MIL	734	$1.20	$880.80
REFL PAV MRK 8"(BRK)100 MIL	97	$2.45	$237.65
REFL PAV MRK (ARROW)100 MIL	2	$212.00	$424.00
			$126,374.45

Original Bid Unit Prices
Sub Price + 10% Markup and Additional Bond Cost

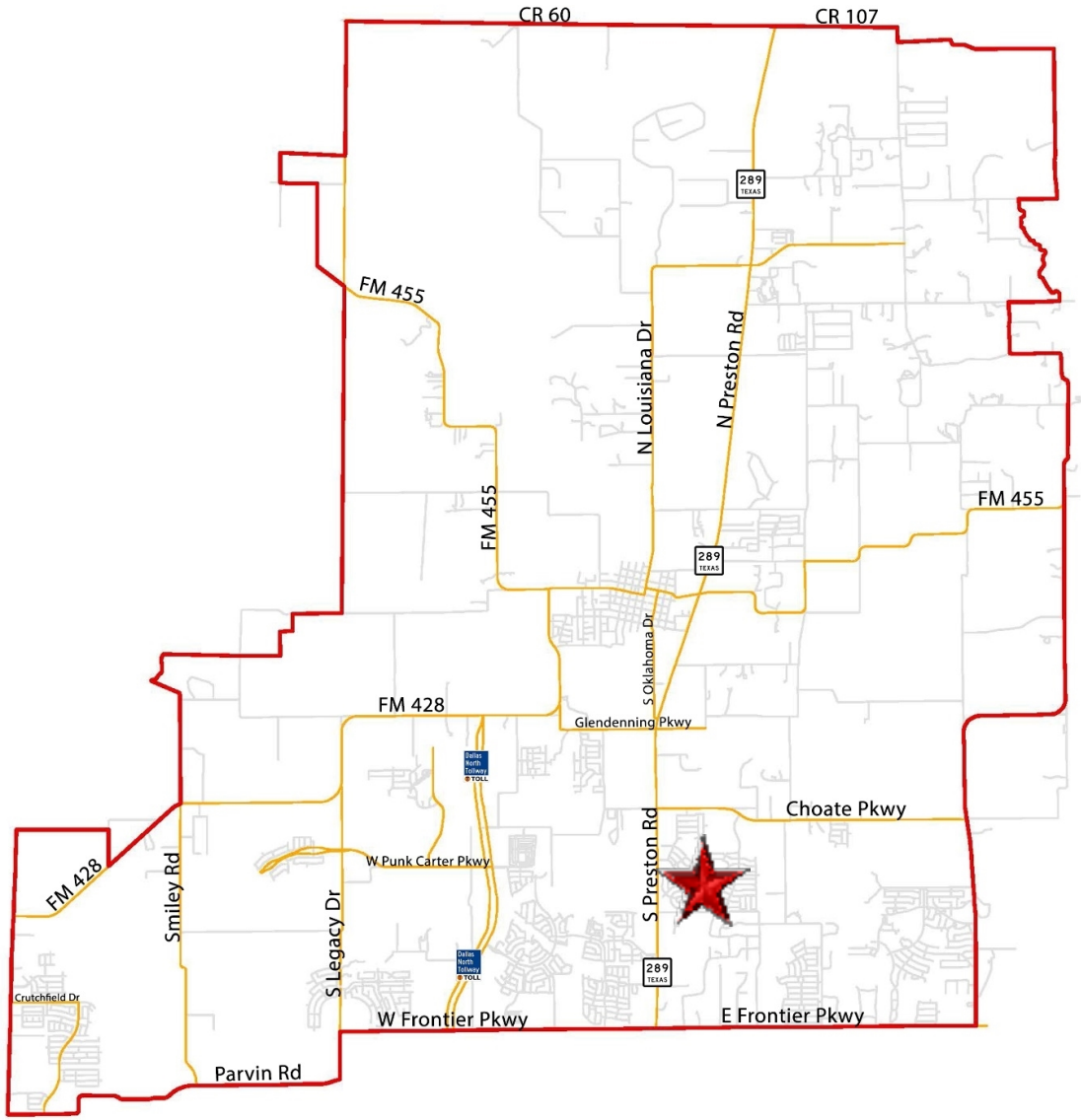
OWNSBY PARKWAY CHANGE ORDER

April 8, 2025

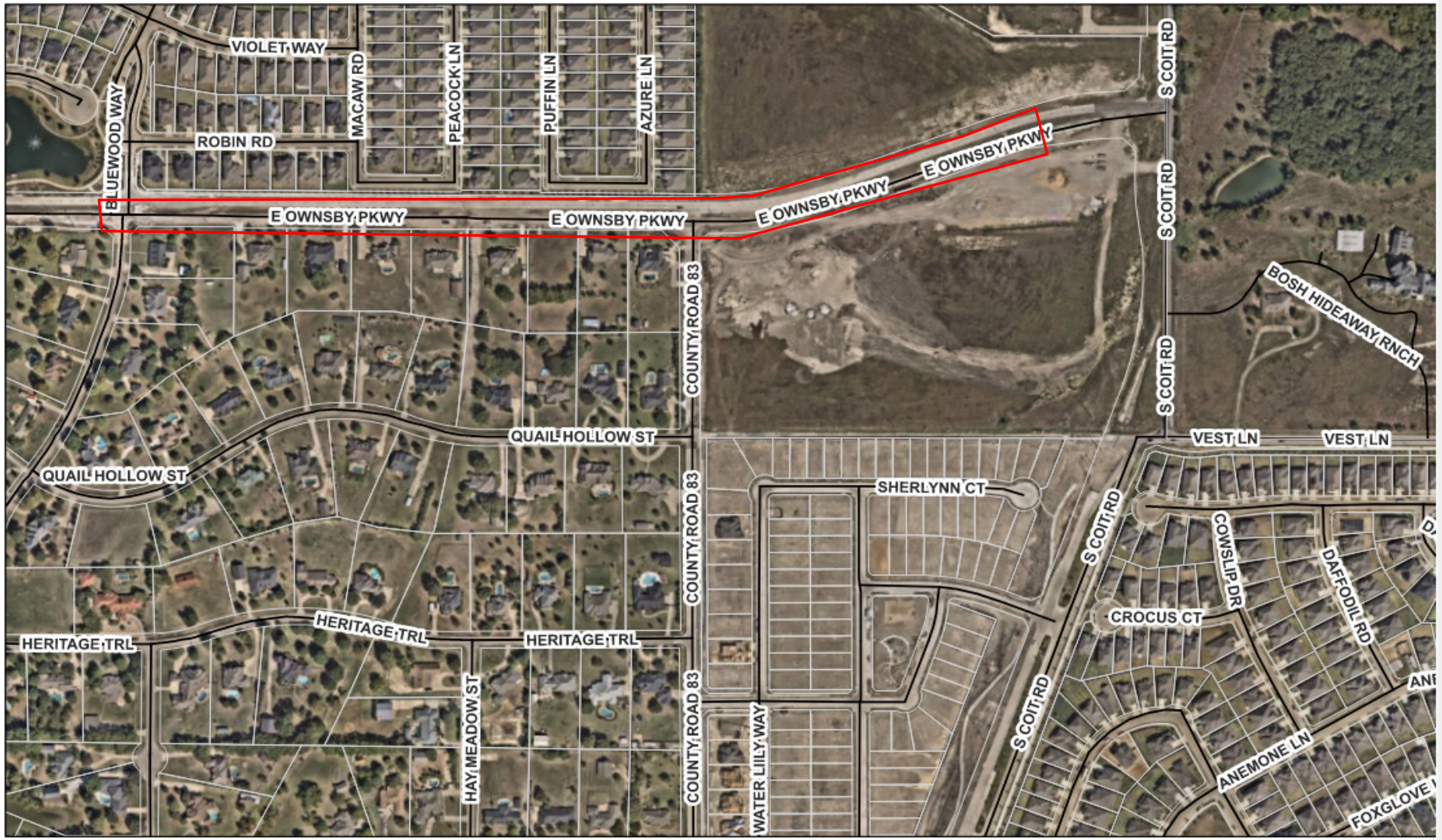
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



LOCATION MAP



LOCATION MAP -OWNSBY PARKWAY (FROM BLUEWOOD WAY TO COIT RD)



BACKGROUND

- On August 8, 2023, the Council authorized the award of Bid 2023-053 for the construction of Ownsby Parkway from Preston Road to Coit Road construction to RPMx Construction LLC.
- The base bid item included 40 linear feet (40LF) of the light pole foundation. This was an error in the measuring unit. The line item should have read 40 Each or 320LF. Staff re-negotiated the price with the contractor and based on a previous pricing, the $426.80/LF price was acceptable.
- The proposed change order in the amount of $119,504.00 covers the cost of the additional 280LF (35 Light pole bases) .

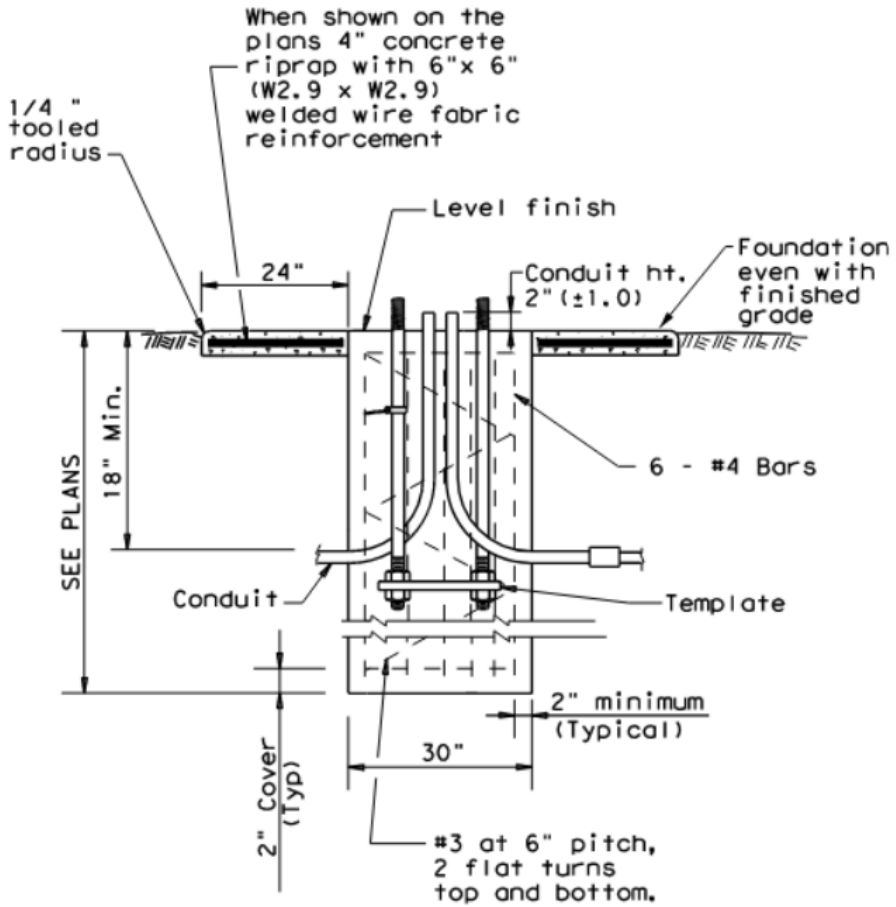
BACKGROUND

Staff compared proposed price against recent public bids:

Project Name	Year of award	Average price of Drilled Shaft Foundation (Luminaire Pole)
Bothwell Street lighting	2024	$516/LF
Preston Road Lighting Ph 3	2023	$466.50/LF
Preston Road Lighting Ph 2	2022	$237.73/LF
Preston Road Lighting Ph 1	2019	$266/LF

Renegotiated price @ $426.80 per linear foot = $119,504.00

SCOPE OF WORK- INSTALLATION OF ADDITIONAL 35 LIGHT POLE BASES



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:	April 8, 2025
Re:	Bid 2025-020 Water Meter Base Station and Tower

Action Requested:
Consider and act to award bid 2025-020 for the construction and installation of a Water Meter Base Station to RCR Telecon LLC, at the price listed in the amount of $249,750.00 plus fifteen percent contingency in the amount of $37,462.50 for a total amount not to exceed $287,212.50. (Figueroa)

Background Information:
The Water Meter Base Station Construction project at the City of Celina's Legacy Hills Water Reclamation Facility will be integrated with the city's existing water meter reading infrastructure to enhance coverage as the service area continues to expand rapidly.

The project's first phase began with the installation of a new base station at the Coit Water Tower, which was approved in October 2023 and has been successfully completed. This second phase includes the construction of a monopole tower at the Legacy Hills Water Reclamation Facility and the installation of a base station, antenna, and other necessary equipment.

This infrastructure improvement is critical in expanding coverage and enhancing service reliability throughout additional sections of the City's service area.

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

Supporting Documents:

1. Presentation Water Meter Basestation - Legacy Hills
2. 2025-020 Agenda Recap - Final
3. Bid Tabulation by Line Item
4. Agreement - 2025-020 Water Meter Base Construction Agreement - Partially
5. LOCATION MAP

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

Staff Recommendation:
Staff recommends awarding the Bid 2025-020 as presented.

Celina Legacy Hills

Monopole & Water Meter Base Station

Andrew Figueroa
April 8, 2025



AGENDA OVERVIEW

- Consider and act to award bid 2025-020 Addendum 2 for the construction and installation of Water Meter Base Station to RCR Telecon LLC, at the price listed in the amount of $249,750.00 plus fifteen percent contingency in the amount of $37,462.50 for a total amount not to exceed $287,212.50.

- 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 recommends awarding bid 2025-020 Addendum 2 Water Meter Base Station Construction.

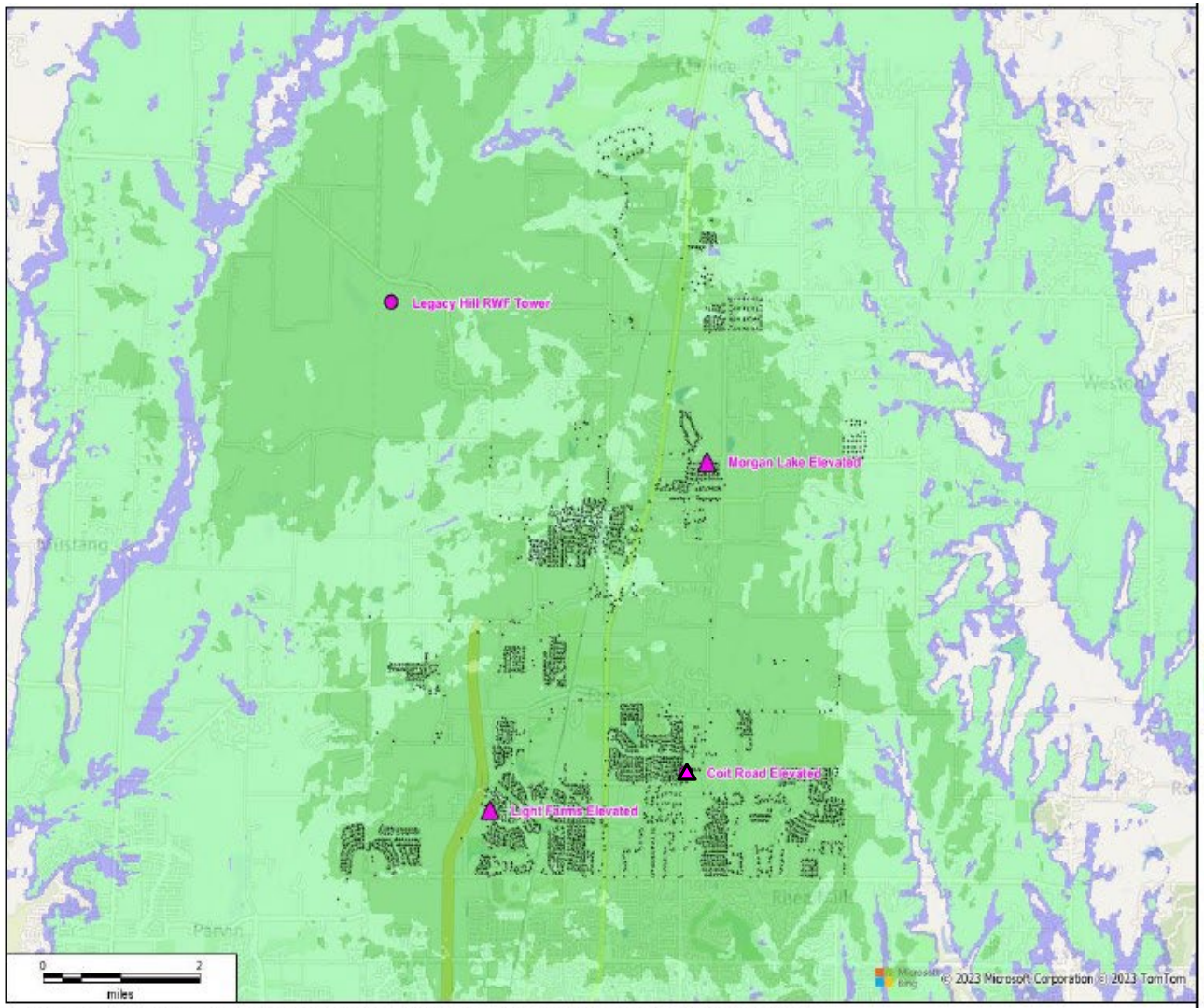
PROP STUDY OVERVIEW

Current Base Stations:

- Morgan Lakes Tower
- Light Farms Tower
- Coit Tower

New Base Station & Monopole:

- Legacy WRF



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

LEGACY HILLS BASE STATION OVERVIEW





QUESTIONS?

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-020
SOLICITATION NAME: Water Meter Base Station Construction
PROJECT #: W64

Bid Opening Date	3/24/25	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	965
Number of Submissions:	2
Number of Non-Responsive Bids:	1
Number of Responsive Bids:	1
Number of No Bids	5
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. Next Level Telecommunications was deemed non-responsive since they failed to complete the SOQ, submit a bid bond, or meet the minimum requirements of being in business for at least 5 years.

The remaining response was sent to the department and the engineer of record for further review and recommendation.

Recommendation:
Upon completion of the review, the department recommends the lowest responsible vendor(s):

Recommended Vendor(s):	RCR Telecon LLC
Contract Term:	150 Calendar days

Submitted By

3/25/25
Date

Bid 2025-020 Water Meter Base Construction				RCR Telecon LLC		Next Level Telecommunications	
				Total Price	$220,000.00	Total Price	$242,500.00
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Water Meter Base Station Construction	1	LS	220000	$ 220,000.00	$242,500.00	$ 242,500.00
2	Cash Allowance for radio equipment	1	LS	29750	$ 29,750.00	$ 29,750.00	$ 29,750.00
	Grand Total:				$ 249,750.00		$ 272,250.00

SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

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

ARTICLE 1 – WORK

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

City of Celina
Water Meter Base Station Construction
BID 2025-020

ARTICLE 2 – THE PROJECT

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

The project consist of construction of a monopole radio tower. More specifically, the Work includes, but is NOT limited to, construction of a monopole support base, installation of monopole, installation of radio equipment, and site electrical improvements to support items including duct banks and communication systems.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 105 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time

specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$249,750.00**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:

    a. CONTRACTOR'S Bid Response;

    b. CONTRACTOR'S Insurance

    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

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

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

EXECUTED in single or multiple originals with an effective date of **April 9th, 2025**

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Brian Paul (Mar 31, 2025 13:57 CDT)
	Brian Paul
	Printed Name & Title
	03/31/2025
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	RCR telecon 2425 Parker Rd Building 6C Carrollton, TX 75010 Accounting@rcrtelecon.com

EJCDC® C-410, Bid Form for Construction Contract.
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2025-020 Addendum 2
RCR Telecon LLC
Supplier Response

Event Information

Number: 2025-020 Addendum 2
Title: Water Meter Base Station Construction
Type: Invitation to Bid
Issue Date: 2/28/2025
Deadline: 3/24/2025 10:00 AM (CT)
Notes: The construction project includes: The construction of a monopole radio tower. More specifically, the Work
includes, but is NOT limited to, construction of a monopole support base, installation of
monopole, installation of radio equipment, and site electrical improvements to support items
above including duct banks and communication systems.

Budget Estimate: $281,654

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St
Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

RCR Telecon LLC Information

Contact: Brian M Paul
Address: 2425 W. Parker Road
Building 6C
Carrollton, TX 75010
Phone: (972) 366-5200
Email: brian.paul@rcrtelecon.com
Web Address: www.rcrtelecon.com

Undersigned affirms: 1. They have read and understood the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Brian Paul
Signature

brian.paul@rcrtelecon.com
Email

Submitted at 3/24/2025 08:27:12 AM (CT)

Supplier Note

As a member of the Celina community with family and friends in the area, Brian Paul on behalf of RCR is genuinely excited about the possibility of contributing to the city's growth and technological advancement. It's inspiring to see how Celina continues to evolve, and we would be honored to play a role in fostering the City's continued innovation and supporting the community's technology vision. Our team is committed to creating a long-term relationship that aligns with Celina's aspirations for progress and excellence. Thank you for considering us at RCR as part of this exciting journey. We look forward to the opportunity to collaborate and bring value to the community we call home. Let's Go Bobcats! Brian Paul President Home address 8437 County Road 134 Celina, TX 75009

Requested Attachments

Bid Bond

Bid Bond.pdf

Download Form from the Attachments Tab Complete Form Upload Form Here Must be sealed, bond # included, and power of attorney.

00-401 Non Resident Bidder Form

Section_00401-_Contractor_Compliance_Non Resident Bidder.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

00-403 Contractor Compliance to Texas Sales Tax Code

Section 00403 Contractor Compliance to Texas Sales Tax Code-signed.pdf

Download Form from the Attachments; Complete Form; and Upload Form Here

00-410 Experience Record

Section_00410_-_Experience_Record.pdf

Download Form from the Attachments Tab; Complete Form; and Upload Form Here

CIQ - Conflict of Interest

Exhibit 4 CIQ.pdf

Complete the CIQ form located in the Attachments Tab and upload here. If no conflicts exist please still complete boxes 1 and 7.

W9 RCR W9 2024 executed.pdf

Complete the W9 form located in the Attachments Tab and upload here. Please ensure that form is signed.

Form 1295 Form 1295 Certificate 101341223.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.

List of Manufacturers 00 41 16 List of Manufacturers.pdf

List of Proposed Subcontractors 00 41 19 List of Proposed Subcontractors.pdf

List of Major Equipment Equipment & vehicle List.pdf

Qualification Statement 00 45 13 Qualifications Statement Signed Rev.pdf

Response Attachments

RCR Role Definition.pdf

Ability for President to sign on behalf of RCR Telecon LLC

Bid Attributes

1	**Bid Bond** 1.) A copy of the bond shall be uploaded; **and** 2.) The original must be submitted, upon request, to Purchasing within 3 business days.
2	**Mobilization** Mobilization shall be subsidiary to the contract line items
3	**Substantial Completion** Substantial Completion = 120 calendar days ☑ Acknowledge
4	**Completion - Ready for Final Payment** Completion = 150 calendar days ☑ Acknowledge
5	**Procore** The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.** **All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.** **Example:** **All work completed for August 1 - 31, 2023 is due by September 10, 2023** Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner. ☑ I agree to utilize the City's Procore Software.

6 ACH

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

7 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

8 Celina Design and Construction Standards

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

9 Liquidated Damages

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

10 Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

we agree to this requirement for the completion of the work. RCR does not have control over third party pole manufacturing.

11 Bid Acceptance

All bids will remain subject to acceptance for a period of 90 days.

12 Retracting Your Bid - Making Modifications after submission.

Modification to or Withdrawal of Submission
Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
    - Select "NO BID" if you are choosing **not** to re-submit; or
    - **Make the required changes and resubmit your response.**
    - See the help section in the top right of the window for further details.

13 **Local Preference Policy**

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located here.

14 **Non-Collusion**

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☑ I certify that the statement is accurate and true.

15 **Contact Person**

Name and Title

Brian Paul

16 **Contact Person Phone**

(817) 909-4358

17 **Contact Person Email**

brian.paul@rcrtelecon.com

18 **Main Office Location**

2425 Parker Road Building 6C, Carrollton, TX 75010

19 **Years in Business**

6

20 **Office Location**

Please list your corporate office location and any branch locations in Texas.

2425 W. Parker Road Carrollton Texas, 75101

21 **Business Name**

Has your business operated under the same name? If no, under what former name has your organization operated?

no

22 **Binding Official**

The name of the binding official granted the power to execute agreements.

Brian Paul

23 **Binding Official Email Address**

brian.paul@rcrtelecon.com

24 **Licensing**

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

RCR is a licensed Contractor in the state of Texas, we are legally qualified to do anything that carries power or transmits power in the state of Texas. RCR specializes in Telecommuncation projects and is highly rated in the industry and a leader is this field.

25 **SB 252**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☑ I certify that the statement is accurate and true.

26 **HB 89 ISRAEL**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☑ I certify that the statement is accurate and true.

27 **SB 13 Boycotting Energy Companies**

By checking the box, I the authorized representative for the submitting firm certify for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☑ I certify that the statement is accurate and true.

28 **SB 19 Firearm and ammunition industries**

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☑ I certify that the statement is accurate and true.

29 **Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

My firm is NOT owned or operated by anyone who has been convicted of a felony.

30 **Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

yes

31 **Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

yes

32 **Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

no

33 **Risk 4: Debarrment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

no

34 **Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

no

35 **Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

no

36 **Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

no

37	**Risk 8 Contract Termination** Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details. no
38	**Risk 9 Claims and Suits** Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail. no
39	**Risk 10 Claims and Suits** Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details. no
40	**Subcontracting** List subcontractors that you may use for these specifications? If none, write N/A n/a
41	**Risk 11 Claims and Suits** Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail. no
42	**Sub-Contractor Payments** All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City. Provide a statement that you agree to this requirement. yes we agree
43	**Noise Ordinance** Article 8.04 sets time limits for noise during construction. Specifically, 8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020) we agree

44

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

we agree

45

Public or Private

Is your business publicly traded?

No

46 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

we have to order the pole, we do not control the manufacturer of the pole, this is the only item that our firm does not control directly.

47 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

48 **State of Texas Registration**

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

yes we are registered

49 **Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

50 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

51 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

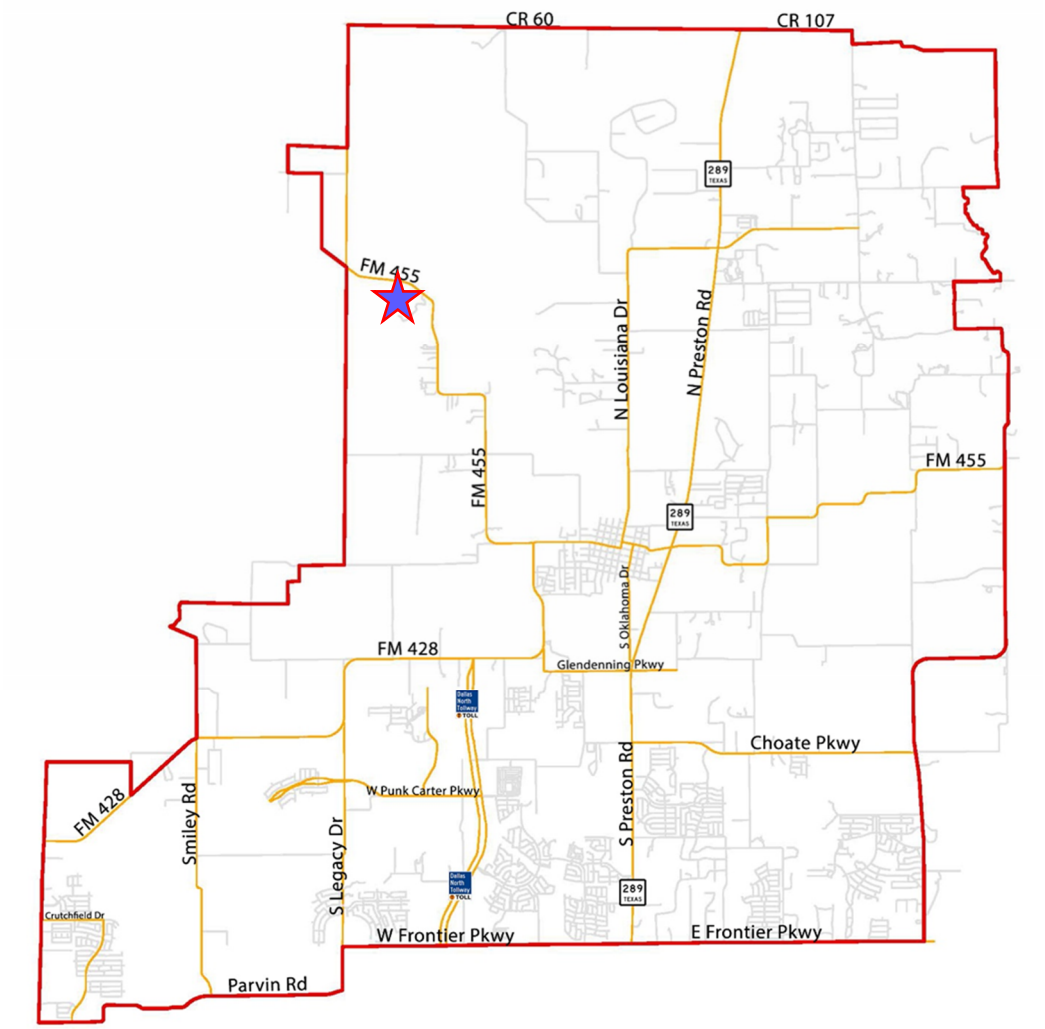
52	**Addendum 2** Please acknowledge receipt of addendum 2. ☑ I acknowledge receipt of Addendum.

Bid Lines

1	Water Meter Base Station Construction Quantity: 1 UOM: LS Price: $220,000.00 Total: $220,000.00 Item Notes: All work as defined in the plans, details, and specifications. A pre negotiated cash allowance for the installation of the radio equipment will be allowed in the amount of $29,750.00.

Response Total: $220,000.00

LOCATION MAP



Life Connected.

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:	April 8, 2025
Re:	School Championship Recognition Policy

Action Requested:
Consider and act upon a Resolution to approve and adopt the High School Championship Recognition Policy. (Kearney)

Background Information:
At the February 11, 2025 City Council Meeting, City Council discussed establishing a policy to honor high school state championship winners. At the March 11, 2025 City Council Meeting, staff presented a draft policy and Council provided feedback. This item is to adopt the high school state championship recognition policy.

The key components of the policy are:

- The Mayor will issue a proclamation to recognize the hard work, dedication, and accomplishments of eligible high school students and teams that win a state or national-level championship.
- The proclamation will be issued at a regularly scheduled City Council Meeting.
- Staff will coordinate with Celina Independent School District and/or school staff to proactively identify eligible teams and individuals and to invite them to attend a City Council Meeting to receive their proclamation.
- It is limited to:
    - High schools located in the City - for teams.
    - High school students who are residents of Celina and attend a Celina Independent School District high school - for individuals.

- Teams and individuals achieving a championship through a University Interscholastic League (UIL) competition or a similar state or national competition organization.

Legal Review:
N/A

Supporting Documents:
1. School Recognition Policy Presentation
2. Resolution Approving School Championship Recognition Policy
3. Exhibit A School Champtionship Recognition Policy

Financial Consideration:
There is no financial impact.

Staff Recommendation:
N/A

SCHOOL CHAMPIONSHIP RECOGNITION POLICY

City Council Meeting
April 8, 2025



BACKGROUND

- February 11, 2025 – Work Session item to discuss high school championship recognition
- March 11, 2025 – Work Session item to discuss draft school championship recognition policy

PROCLAMATION

- Proclamation will be issued by Mayor to recognize the hard work, dedication, and accomplishments of eligible high school students and teams
- Proclamation will be issued at a regularly scheduled City Council Meeting

PROCESS

- Staff will coordinate with athletic directors, other activity directors, coaches, and/or CISD staff to proactively identify teams and individuals who have won championships
- Staff will coordinate with each team or individual to attend a City Council Meeting and receive their proclamation

CRITERIA

- Limited to high school students and teams
  - High school must be in the City of Celina – for teams
  - High school student must be a resident of Celina and attend a Celina Independent School District high school – for individuals
- Achieving a championship through a University Interscholastic League (UIL) competition or a similar state or national competition organization

QUESTIONS

RESOLUTION 2025-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE SCHOOL CHAMPIONSHIP RECOGNITION POLICY.

WHEREAS, the City of Celina, Texas (hereinafter referred to as the "City") desires to honor and recognize Celina high school students for their achievements in winning state championships; and

WHEREAS, the City intends for such recognition to be a proclamation issued during a City Council meeting; and

WHEREAS, it is necessary to establish criteria for the types of activities and championships to be recognized; and

WHEREAS, the City Council desires to establish a formal policy.

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

SECTION 1. That the findings set forth above are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. That the City Council hereby approves the School Championship Recognition Policy attached as EXHIBIT A.

SECTION 3. That if any section, article paragraph, sentence, clause, phrase or word in this Resolution, or the application thereto to any persons or circumstances, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Resolution; and the City Council hereby declares it would have passed such remaining portions of this Resolution despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 5. That this Resolution 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, THIS THE 8th DAY OF APRIL 2025.

_____

Ryan Tubbs, Mayor

ATTEST:

_____

Jeovanna Rubio, Assistant City Secretary

EXHIBIT A
SCHOOL CHAMPIONSHIP RECOGNITION POLICY

Life Connected.

SCHOOL CHAMPIONSHIP RECOGNITION POLICY

To be the *Life Connected.* City and to honor Celina high school students for their achievements, the City of Celina desires to establish a policy to recognize individual high school students and high school teams for winning championships. The purpose of this policy is to recognize high school champions with a proclamation at a regularly scheduled City Council meeting.

CRITERIA

High school individuals and teams are eligible to receive a proclamation at a regularly scheduled City Council meeting for achieving a championship through a University Interscholastic League (UIL) competition or a similar state or national competition organization.

Team Eligibility

- The high school must be in the City of Celina.
- The competition must be organized by the UIL or a similar state-level or national-level competition organization.

Individual Eligibility

- The high school student must be a resident of the City of Celina and attend a Celina Independent School District high school.
- The competition must be an individual competition (not a team competition).
- The competition must be organized by the UIL or a similar state-level or national-level competition organization.

PROCLAMATION

The Mayor will issue a proclamation to recognize the hard work, dedication, and accomplishments of eligible high school students and teams that win a championship. The proclamation will be issued at a regularly scheduled City Council meeting.

PROCESS

City staff will coordinate with athletic directors, other activity directors, coaches, and/or Celina Independent School District staff to proactively identify teams and individuals that have won championships.

City staff will coordinate with each team or individual to attend a City Council meeting and receive their proclamation.

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:	Drew Jenks
Date:	April 8, 2025
Re:	Parvin Road Design Amendment

Action Requested:
Consider and act to authorize an amendment with Cobb Fendley and Associates, Inc. for the design of Parvin Road in the amount of $305,000.00. (Glasgow)

Background Information:
City Council awarded the design contract to Cobb Fendley on August 8, 2023, to design Parvin Road as a four lane concrete road from Farm-to-Market 1385 to Dallas Parkway. The contract includes providing design services, survey, subsurface engineering, geotechnical engineering, and bid and construction phase services.

Cobb Fendley has completed the thirty percent (30%) design phase of the project and has identified the right-of-way (ROW) needed during this process to construct Parvin Road. A total of twenty (20) parcels from several property owners will be needed. The acquisition process will entail right of entries, negotiations, appraisals, residential relocation, business relocation, and personal property relocation services.

The proposed amendment will allow Cobb Fendley to provide the above-mentioned services for the city and the Town of Prosper to acquire the ROW needed for the project.

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

Supporting Documents:
1. ROW PARCEL AREAS MAP 2-4-25

2. Parvin Road Amendment 1
3. Item VII--P-- Parvin Rd. Design Amendment

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

Staff Recommendation:
Staff recommends awarding the amendment as presented.

ONLY R.O.W. AQUISITIONS SHOWN HEREIN
ALL AREAS SHOWN IN SQUARE FEET



ONLY R.O.W. AQUISITIONS SHOWN HEREIN
ALL AREAS SHOWN IN SQUARE FEET

WB49
959.48

WB50A
1934.61

WB50B
13842.10

EB72B
9559.33

EB73
113604.31

EB72A
6452.35

WB48L
1499.20

WB48G
1381.35

WB48F
750.43

WB48K
9134.40

WB48E
127.63

WB48D
7787.60

WB48J
5478.34

ALL WB48 CURRENTLY
OWNED BY TELLUS TX

WB48I
413.12

WB48H
2407.06

EB71
3751.53

WB42
41980.89

WB43
15133.76

WB44
60497.62

WB46
50908.22

WB48A
6649.17

WB48B
6927.38

WB48C
3080.69

EB68
163236.22

EB67C
5220.47

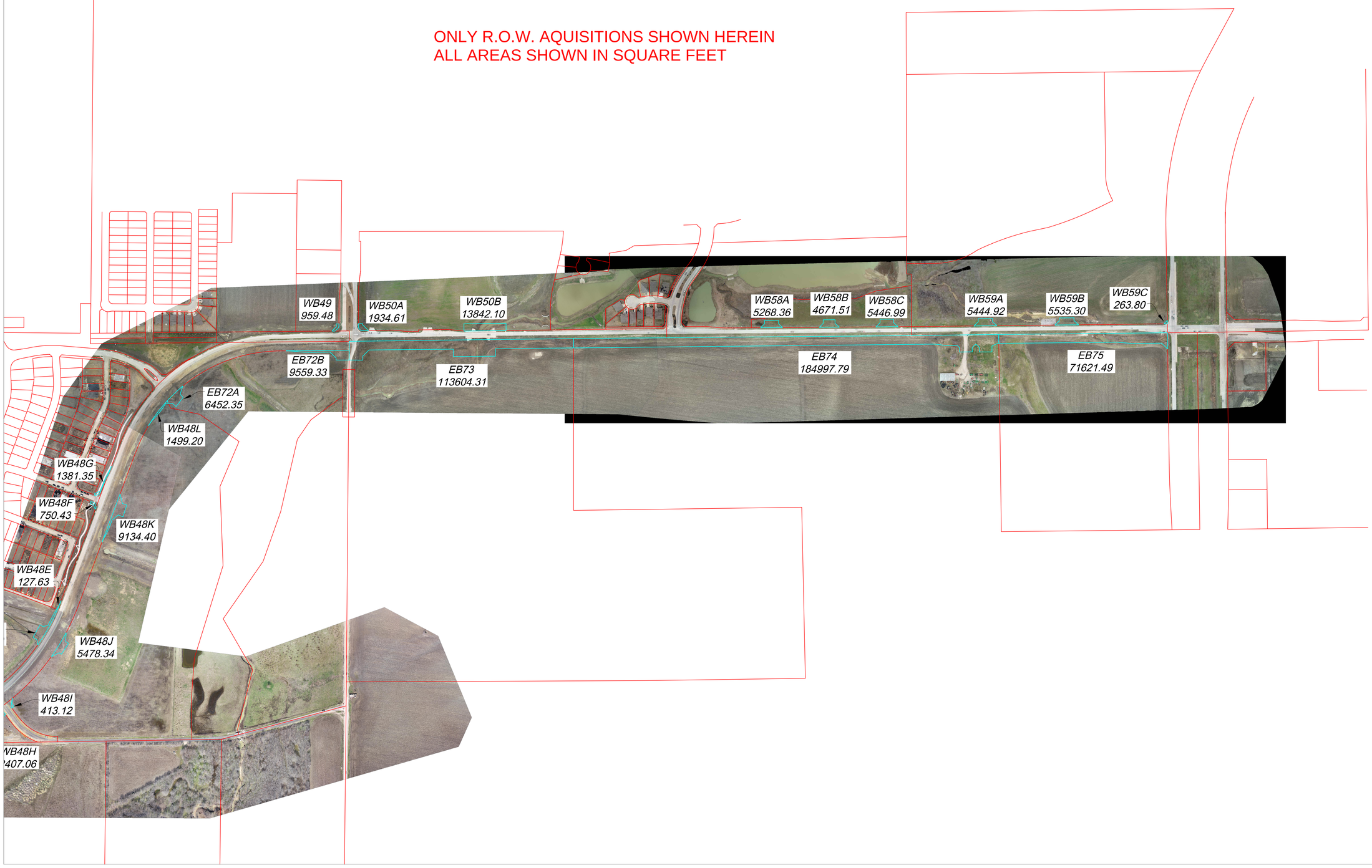
EB67B
4890.16

WB39
61348.11

EB67A
671.33

EB66
1231.45

ONLY R.O.W. AQUISITIONS SHOWN HEREIN
ALL AREAS SHOWN IN SQUARE FEET



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AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

Project Name:	**CIP-25-001932 Parvin Rd – 4 Lanes**		
Work Authorization #	**MAPS#: 2021-0085 TO#: Cobb 2023-020**	**Date**	**03/25/2025**
Provider Project #	**2312-026-03**	**Celina Project #**	**R22 CIP-25-001932**

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **Cobb, Fendley & Associates, Inc.**, (Provider) for **Parvin Road Schematic, Environmental and PS&E Design Services**, (Services), the Owner and the Provider hereby agree as follows:

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

ROW ACQUISITION SERVICES

The following scope for ROW Acquisition Services will be added to Exhibit "A"

1. **Project Management**
   a. Communication

      I. Prepare initial property owner contact list or update contact list provided by Client. Send Initial Notice Letters on Owner form to property owners notifying them of the project and CobbFendley's involvement by Certified Mail Return Receipt Requested (CMRRR). Include Texas Landowner's Bill of Rights (LBOR) as required by Texas law. LBOR must be provided prior to initiation of negotiations under the threat of eminent domain.

      II. Participate in status meetings with Client.

      III. Deliver weekly status report to Client.

      IV. Provide monthly invoices to Client.

   b. File Management

      I. Maintain parcel files of original documentation related to the purchase of the real property or property interests, including copies of all correspondence and contacts with property owners.

      II. Maintain record of all payments to property owners, including date and amount paid.

2. **Real Estate Appraisal Services**
   a. Obtain fair market value appraisals prepared by qualified appraisers that are in conformance with the Law (including the Uniform Act), and in accordance with the

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Uniform Standards of Professional Appraisal Practice (USPAP). Each appraisal will be sent to the Client for review and approval.

3. **Negotiation Services**
   a. Analyze appraisal reports and confirm the Client's approved value prior to making an offer for each parcel. Client to provide copies of all appraisal reports produced or acquired specifically related to the property within the previous ten years.
   b. Send the written offer and appraisal report to each property owner or the property owner's designated representative through CMRRR. Seek to meet in person with each property owner or designated representative and maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer.
   c. Make reasonable effort to respond to property owner inquiries verbally or in writing within one
      (1) business day.
   d. Transmit to Client any written counteroffer from property owner including supporting documentation and written comments in accordance with Client policies and procedures.
   e. As directed by the Client, prepare, and send the final offer letter along with the proposed conveyance documents by CMRRR.
   f. Perform closing services in conjunction with the Title Company and attend closings. In the event of a closing by mail, review title work prior to the closing by mail and again prior to recording of the instrument.
   g. Provide recommendations for proceeding with condemnation because of failed negotiations or title curative matters that cannot be cured.
   h. Deliver all original documents generated or received to Client upon completion of the ROW Services.

4. **Relocation Assistance Services for Business, Residential, and Personal Property/Storage Units**
   a. CobbFendley will notify all Client approved displacees of eligibility for relocation assistance.
   b. CobbFendley will provide on-going relocation assistance and advisory services to displacees affected by the acquisition of right of way and will deliver required forms and notices consistent with Client standard forms and notices.
   c. On-going advisory services include monitoring the move and any necessary relocation activities taken by the displacee. Frequency and manner for monitoring the move must match the complexity of the relocation.
   d. CobbFendley will provide an executed Certification of Eligibility with all displacee claims.
   e. CobbFendley will provide a Relocation Advisory Assistance record per parcel.

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f. Request for Move expenses will be submitted on forms consistent with Client forms and must include:
   i. A move plan, written inventory signed and dated by the displacee (or their representative) and the Relocation Agent; and
   ii. Negotiated Self-Move will have a minimum of two bids from commercial movers and supporting vendors.
   iii. Fixed Moves will be submitted based on the Fixed Room Count Schedule found in the TxDOT Relocation Manual under residential moves.

g. CobbFendley will deliver the 90-day notice and benefits package at the same time as the written offer to purchase is delivered or after personal interview with the displacee.

h. CobbFendley will personally interview each displacee during which time the Relocation Agent determines the type, needs and eligibilities of the displacee.

i. CobbFendley will perform a decent, safe, and sanitary (DSS) inspection of replacement housing and complete appropriate forms for Client.

j. CobbFendley will provide a 30-day notice to vacate once the Client has possession of the property.

k. CobbFendley will immediately notify the Client if the displacee does not vacate the premises after the 30-day notice expires.

To be provided by Client or others

a. Provide Title Commitment and backup documents.

b. Providing surveys and any corrections needed, if any.

c. Provide timely reviews and approval of all submissions.

d. All necessary standard forms and fact sheets or brochures. CobbFendley can provide examples if no standard Client form exists.

e. Process and issue all payments of approved purchase prices for each parcel involved in the transfer of property to the Client.

f. Fees charged by financial institutions to process lien releases and title escrow fees.

g. Payment of costs charged by the Title Company for preliminary title commitments.

h. Payment of costs of incidental expenses required to transfer real property to the Client.

i. Responsible for the disposal of property and the accommodation, coordination, verification, and adjustment of utilities.

j. Attorney Services, as needed.

Docusign Envelope ID: EFC61D54-B8EC-49EB-8003-0FE0308C2B03

Fee Schedule for ROW services:

CobbFendley Service Items	Anticipated Units/Parcels	Unit/Parcel Rate	Fee Amount
Right of Entry Services	20	$1,000.00	$20,000.00
Negotiation Services	20	$7,500.00	$150,000.00
Appraisal Services	20	$5,000.00	$100,000.00
Residential Relocation Services	2	$10,000.00	$20,000.00
Business Relocation Services	1	$10,000.00	$10,000.00
Personal Property Relocation Services	1	$5,000.00	$5,000.00
TOTAL SERVICES FEE			**$305,000.00**

GEOTECHNICAL INVESTIGATION SERVICES

The following scope will be added TO Exhibit "A" for Geotehcnical Investigation Services:

Assistance to the Owner for Pavement Forensics review of the Parvin Apshalt Paving project. Provider and subconsultant(s) performed eight (8) pavement borings between approximately STA 231+00 and STA 234+00 of the existing Parvin Road section to evaluate the pavement and base. Develop a written report of the pavement analysis and provide a life-cycle recommendation.

The addition of seventeen (17) retaining wall borings added to the project scope upon completion of the 100% schematic cross sections necessitating additional retaining walls to tie the proposed project to existing grade.

- 10 new borings to a depth of about 25 feet below existing grades for the planned retaining wall along Parvin Road with 200 feet boring spacing.
- Two (2) days of site clearing to aid in accessing the boring locations
- Two (2) days of traffic control to access few boring locations along the ROW.
- One (1) trip of Private Utility Locates to aid in accessing the boring locations
- Associated lab testing including Unconfined Compressive Strength, moisture content, liquid limit, plastic limit, plasticity index, particle size analysis, percent passing No. 200 sieve, one dimensional swell, and consolidated undrained (CU) triaxial compression tests.
- Associated engineering time and field time to help coordinate the boring logs, drilling supervision, traffic control plan and retaining wall design.

Fee Schedule for Geotechnical Services:

ECS Service Items	Fee Amount
Pavement Forensics Review	$4,290.00
Denton County: From FM 1385 to Legacy	$31,670.00
Collin County: From Legacy Drive to Dallas Parkway South	$16,180.00
TOTAL	**$52,140.00**

Docusign Envelope ID: EFC61D54-B8EC-49EB-8003-0FE0308C2B03

TOTAL REQUESTED ADDITIONAL AMOUNT
The services identified herein will increase the contract amount by:

ROW Acquisition Services:	$305,000.00
Geotechnical Investigation Services:	$52,140.00
TOTAL	**$357,140.00**

ORIGINAL CONTRACT AMOUNT:	$4,246,925.41
REQUESTED CONTRACT AMENDMENT:	$357,140.00
TOTAL AMENDED CONTRACT AMOUNT:	**$4,604,065.41**

AMENDMENT

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

CITY OF CELINA	**PROVIDER**
	DocuSigned by: Joshua Canuteson 15E03A5F7AA7444...
	Josh Canuteson, Vice President
Printed Name & Title	Printed Name & Title
	March 26, 2025
Date	Date

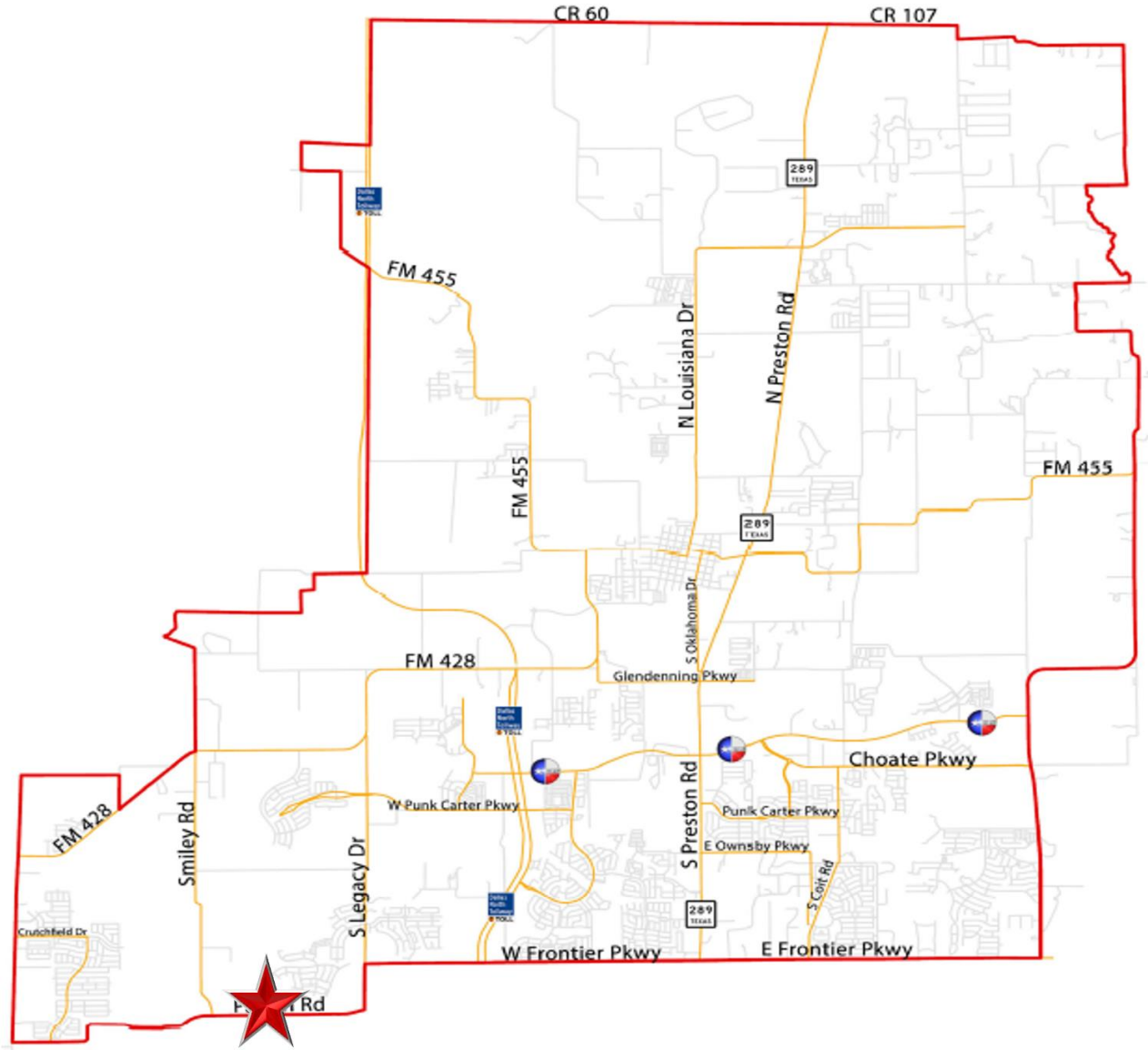
PARVIN ROAD DESIGN AMENDMENT

April 8th, 2025

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



LOCATION


CR 60
CR 107
FM 455
N Louisiana Dr
N Preston Rd
289
FM 455
FM 455
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
S Colt Rd
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy

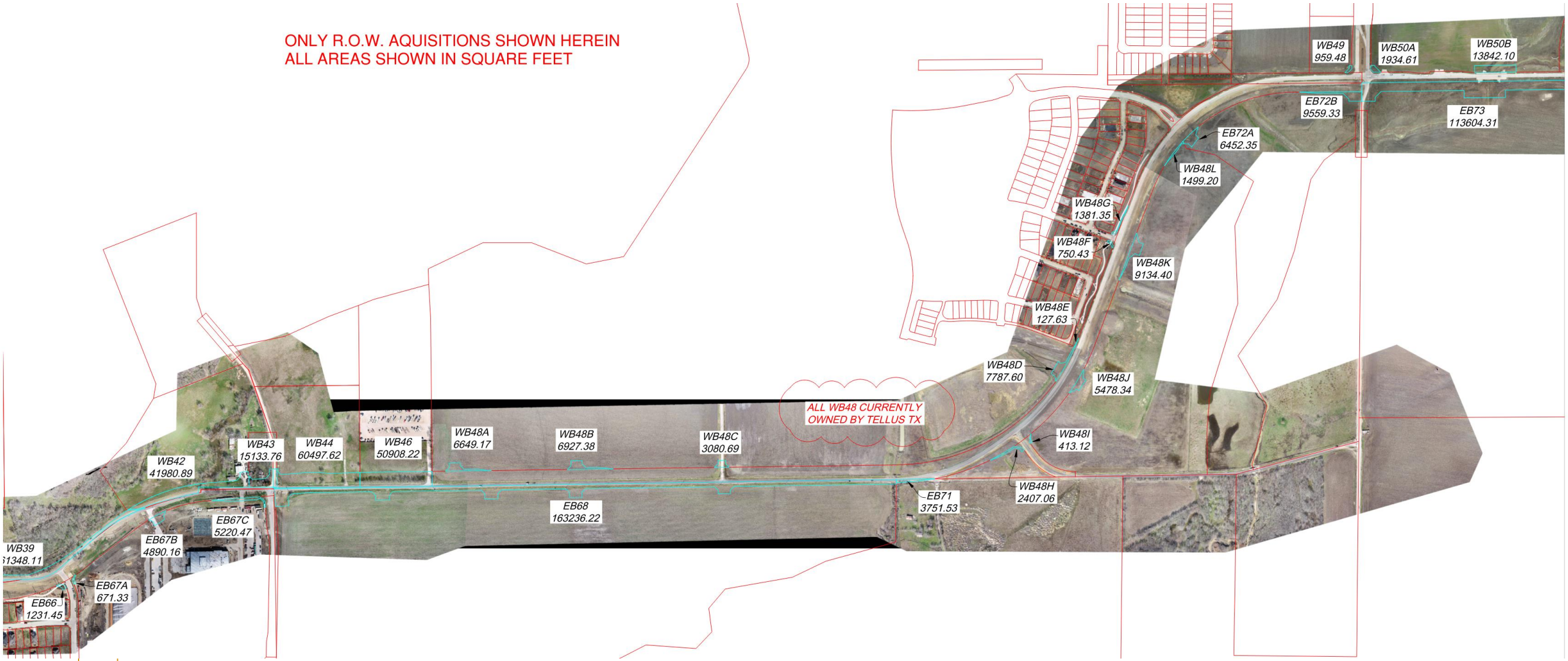
BACKGROUND

- Council approved the design contract with Cobb Findley for Parvin Road on August 8, 2023.
- Thirty percent (30%) design completed and ROW needs identified.
- ROW Acquisition services needed for 20 parcels
- Services include right of entries, negotiations, appraisals, residential relocation, business relocation, and personal property relocation services.

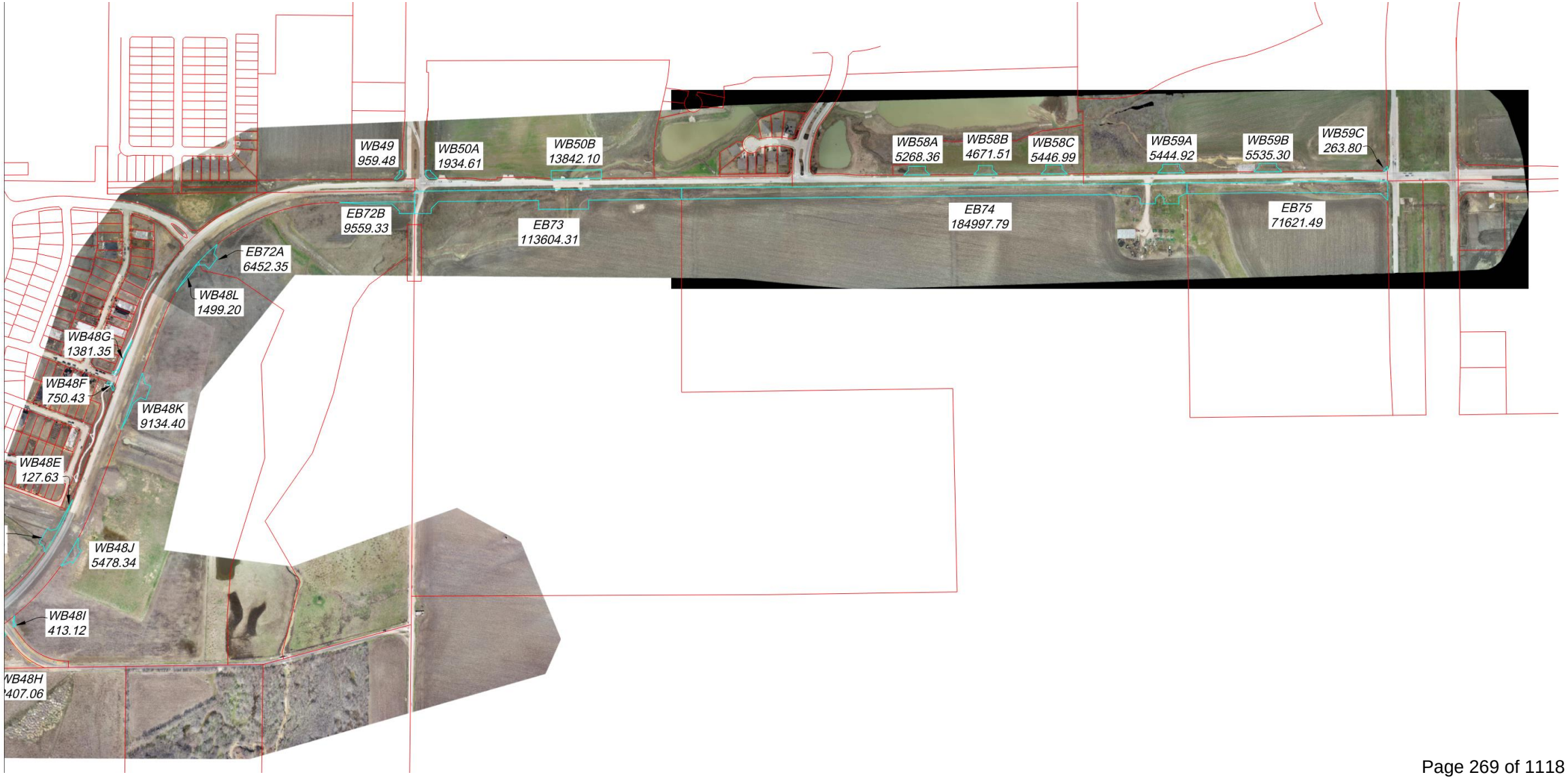
RIGHT-OF-WAY PARCELS



RIGHT-OF-WAY PARCELS



RIGHT-OF-WAY PARCELS



QUESTIONS?



Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	Oklahoma Drive (Business 289) Design Analysis

Action Requested:
Consider and act to authorize a work authorization for engineering services from Kimley-Horn and Associates for the Oklahoma Drive TxDOT Evaluation in an amount not to exceed $69,000.00. (Glasgow)

Background Information:
Oklahoma Drive (Business 289) is currently a Texas Department of Transportation (TxDOT) facility and is owned and maintained by TxDOT. The proposed work authorization will evaluate the cost of removing Oklahoma Drive (B 289) from Preston Road to Pecan Street (FM 455) off TxDOT's roadway inventory system. The project will include a technical memorandum that evaluates the construction cost, maintenance cost, and economic evaluation of the following scenarios:

1. Concrete Section – Remove and reconstruct limits to match City Downtown Street Design Manual and Master Thoroughfare Map (on street parking, landscaping, lighting, etc.)
2. Asphalt Section – Maintain existing roadbed as-is.

This project also includes developing a strategy and coordinating with the TxDOT off-system process, developing and leading meetings/presentations with City staff, and holding a City Council work session.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for Design services. Council authorized the agreement in 2022 for five years.

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

Supporting Documents:
1. Oklahoma Dr Proposed Design Work Authorization
2. Location map.pdf (P)
3. Oklahoma Removal - State System
4. Presentation - Item VII--R-- Oklahoma Drive Design Analysis

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

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

EXHIBIT B - WORK AUTHORIZATION

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

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

Project Name:	Oklahoma Drive (B 289) - Off System Evaluation		
Task Order #		**Task Order Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Project #:**	
Engineer Representative		**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	L. Nathan Ante
Signature	Signature
	L. Nathan Ante, PE
Printed Name & Title	Printed Name & Title
	3/18/2025
Date	Date

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

I. PROJECT DESCRIPTION

This City of Celina has requested Kimley-Horn to evaluate the cost of removing Oklahoma Drive (B 289) from Preston Road to Pecan Street (FM 455) off system of TxDOT's roadway inventory. Project will include a technical memorandum that evaluates the construction cost, maintenance cost, and economic evaluation of the follow scenarios.

1. Concrete Section – Remove and reconstruct limits to match City Downtown Street Design Manual and Master Thoroughfare Map (on street parking, landscaping, lighting, etc.)
2. Asphalt Section – Maintain existing roadbed as-is.

This project also includes effort to develop strategy and coordination with TxDOT off system process, and effort to develop and lead meeting/presentation with City staff and City Council work session.

II. TASK SUMMARY, SPECIAL SERVICES

A. Evaluation

a. Consultant will perform the work described below as part of The Scope of Services:
   i. Administration (accounting, invoicing, filing).
   ii. Participate in reoccurring meetings with City staff. These meetings will be held on specific days and times as agreed by the City. A maximum of one (1) hour will be anticipated for each meeting. These may be either in-person calls or virtual calls. Kimley-Horn will prepare notes from each meeting. It is anticipated that a maximum of three (3) coordination meetings will be held.
   iii. Analyze each scenario above at a planning level for Oklahoma Drive. Analysis will include layout of improvements, reconstruction cost, current and future maintenance cost (20 years), for each scenario.
   iv. Assess the Economic impact of each scenario utilizing projected land values of the adjacent and effected parcels.
   v. Prepare planning level exhibit showing the limits of the project for each of the scenarios listed above.
      - Exhibit will include plan view layout (1"=200' scale) in .PDF format with aerial background of proposed improvements. The layout will show proposed roadway centerlines, proposed horizontal geometry, existing parcel data and proposed right-of-way. No roadway design or survey services are included in this scope of services.
   vi. Prepare one-page planning-level opinion of probable cost for each of the scenarios listed above.
      - Improvements shall match Current City Downtown Street Design Standards, Details, and Master Thoroughfare Map.
      - City to provide record drawing information for existing City and Franchise infrastructure, available contours, parcel data/right-of-way information, utilities, and floodplain data. Consultant shall solely rely on the information provided to develop cost.
      - High level opinion of probable cost to be provided to City within one month of notice to proceed prior to development of Technical Memorandum.
   vii. Prepare a Technical Memorandum summarizing the evaluation.
   viii. Kimley-Horn will address up to two (2) rounds of comments from the City.

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

B. TxDOT Coordination

Kimley-Horn will provide as needed support to evaluate TxDOT off system process. This task assumes 40 hours of labor effort. This Task shall be used on an as-needed basis, at the City's discretion. Task may include:

a. Overview of TxDOT's process for removing roadway inventory of system.
b. Evaluate existing TxDOT budgets allocated to this segment of B 289.
c. Additional meetings with City staff to review the TxDOT process and discuss strategy.
d. Prepare for and attend meetings with TxDOT staff to discuss project.
e. Additional exhibits not outlined in the task above.

C. Meetings and Presentations

Kimley-Horn will prepare a PowerPoint presentation summarizing the evaluation of taking Oklahoma Drive off system. This task assumes 40 hours of labor effort. The following will be provided as part of this PowerPoint:

a. Overview of the Technical Memo from Task A process for removing Oklahoma Drive from TxDOT roadway inventory.
b. Meet with City staff to review PowerPoint and discuss how to share it with City Council.
c. Present the traffic control policy PowerPoint at one City Council work session.
d. Make revisions as necessary based on feedback from City Staff and City Council.

III. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. Additional Services not included in the existing Scope of Services – City and Consultant agree that the following services are beyond the Scope of Services described in the tasks above. However, Consultant can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Consultant as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

a. Design of Project area improvements.
b. Construction Plans.
c. Topographic and/or Boundary Survey.
d. Subsurface Utility Engineering.
e. Site Visits.
f. Hydrologic and Hydraulic analysis.
g. Storm drainage design.
h. Traffic counts and analysis.

- End of Scope of Services -

EXHIBIT "B"
COMPENSATION

I. Special Services (Cost Plus, Not to Exceed)

A.	Evaluation	$45,000
B.	TxDOT Coordination	$12,000
C.	Meetings and Presentations	$12,000
Project Budget, Grand Total (Not to Exceed)		**$69,000**

EXHIBIT "C"
TIME / SCHDEULE

Timeline:

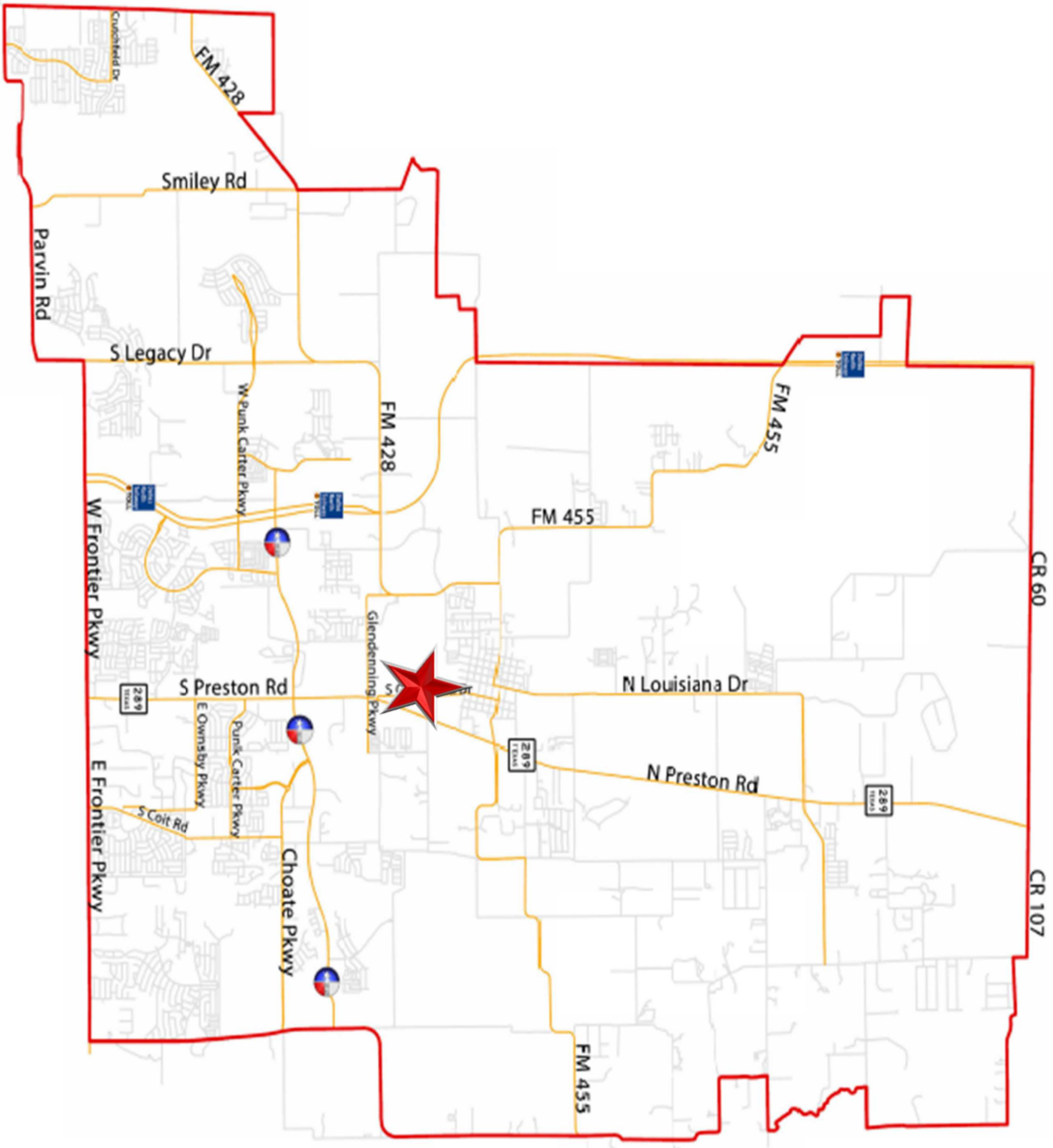
Task A is anticipated to be complete within three (3) months of Notice to Proceed.

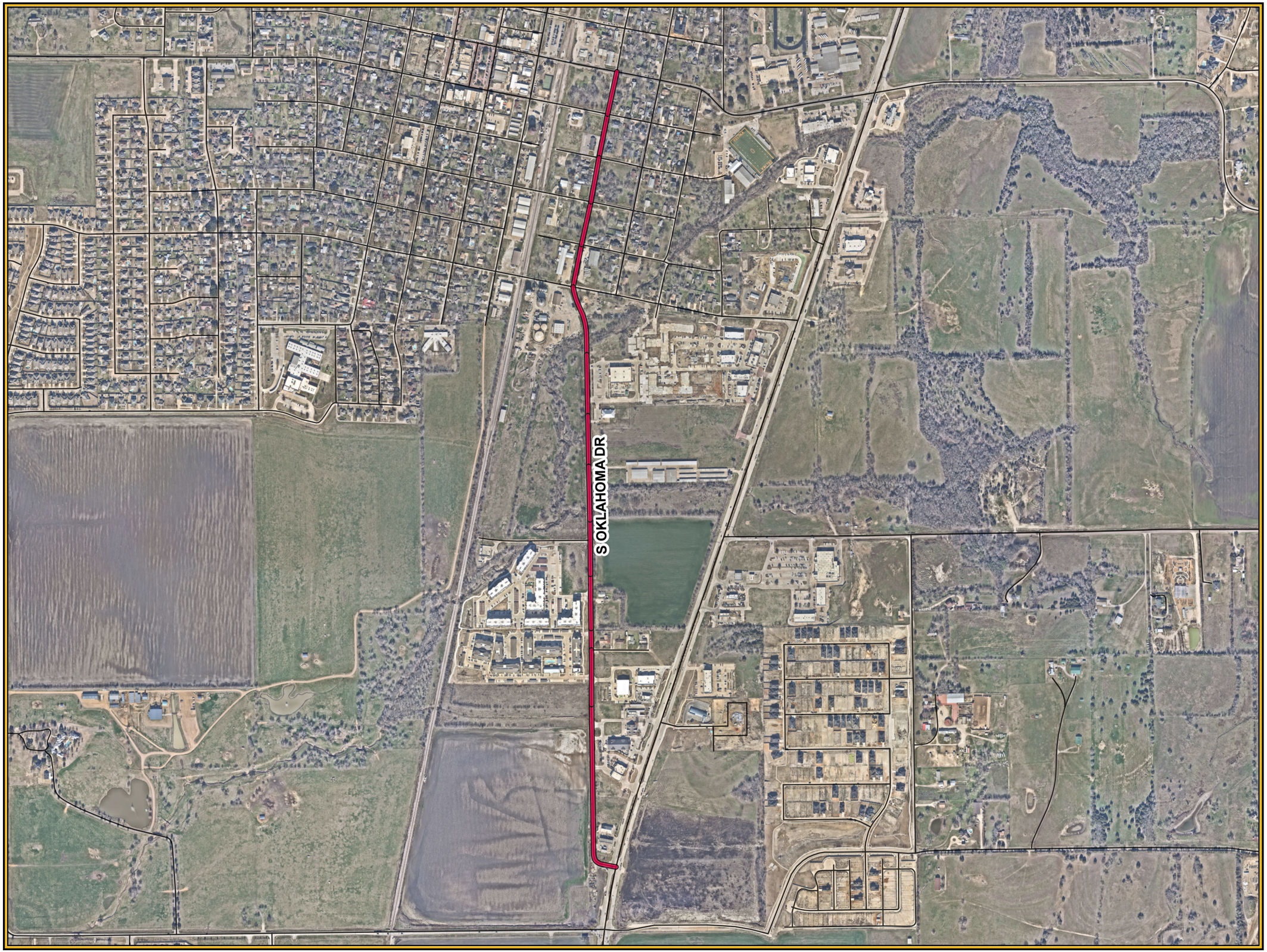
High level opinion of probable construction cost for each scenario to be complete within one (1) month of Notice to Proceed

Tasks B and C are anticipated to be complete as needed within six (6) months of Notice to Proceed.

EXHIBIT “D”
DELIVERABLES

See **EXHIBIT “A”**.


FM 428
Smiley Rd
Parvin Rd
S Legacy Dr
W Punk Carter Pkwy
FM 428
FM 455
FM 455
W Frontier Pkwy
Glendenning Pkwy
S Preston Rd
N Louisiana Dr
289
E Ownsby Pkwy
Punk Carter Pkwy
N Preston Rd
289
289
E Frontier Pkwy
S Coit Rd
Choate Pkwy
CR 60
CR 107
FM 455



CELINA TEXAS EST. 1876
Life Connected.

Oklahoma Removal From State System

Legend

Roads
Oklahoma Dr

N
W E
S

0 500 1,000 Feet

3/25/2025

OKLAHOMA DRIVE (BUS. 289)DESIGN ANALYSIS

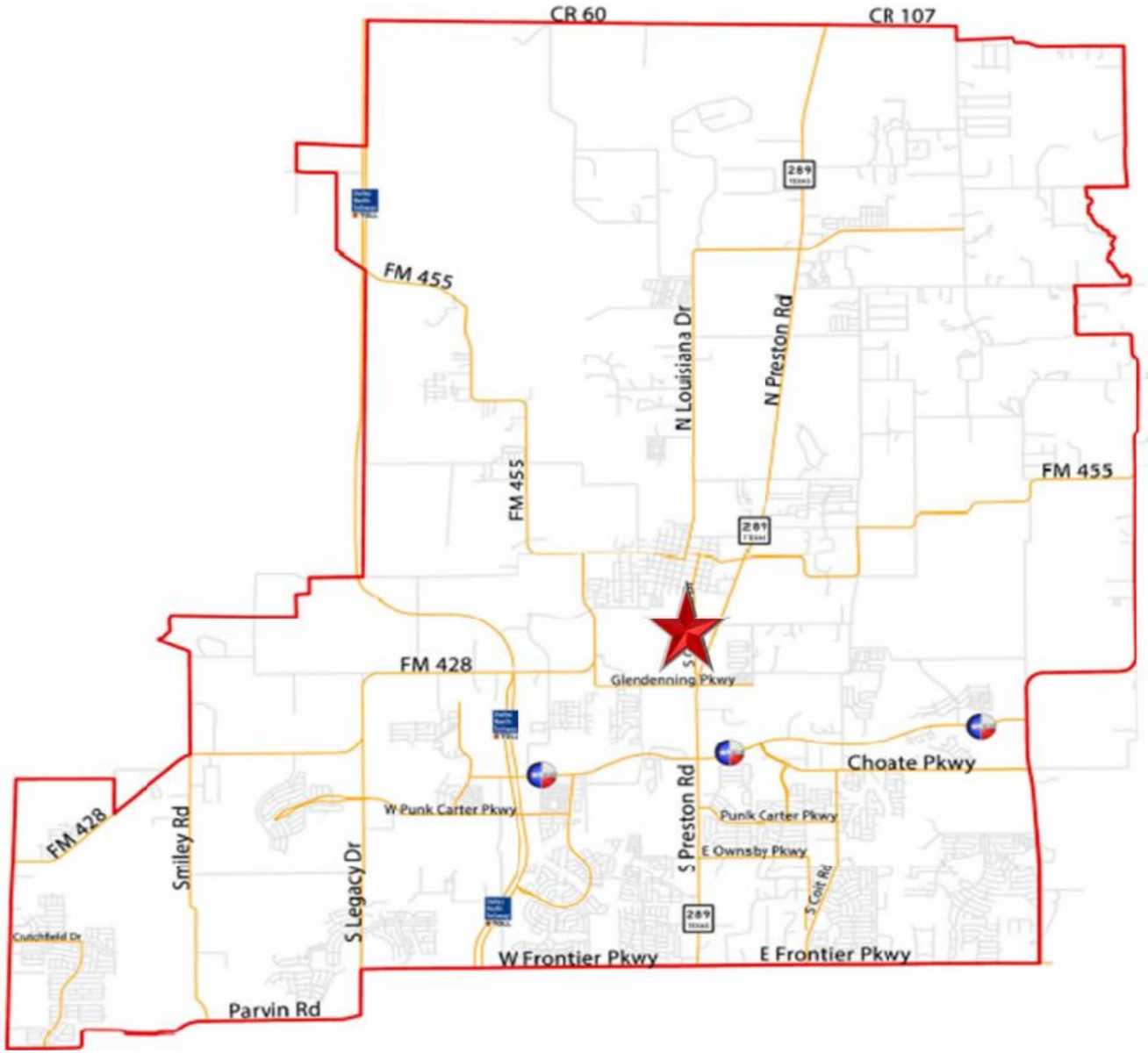
April 8th, 2025



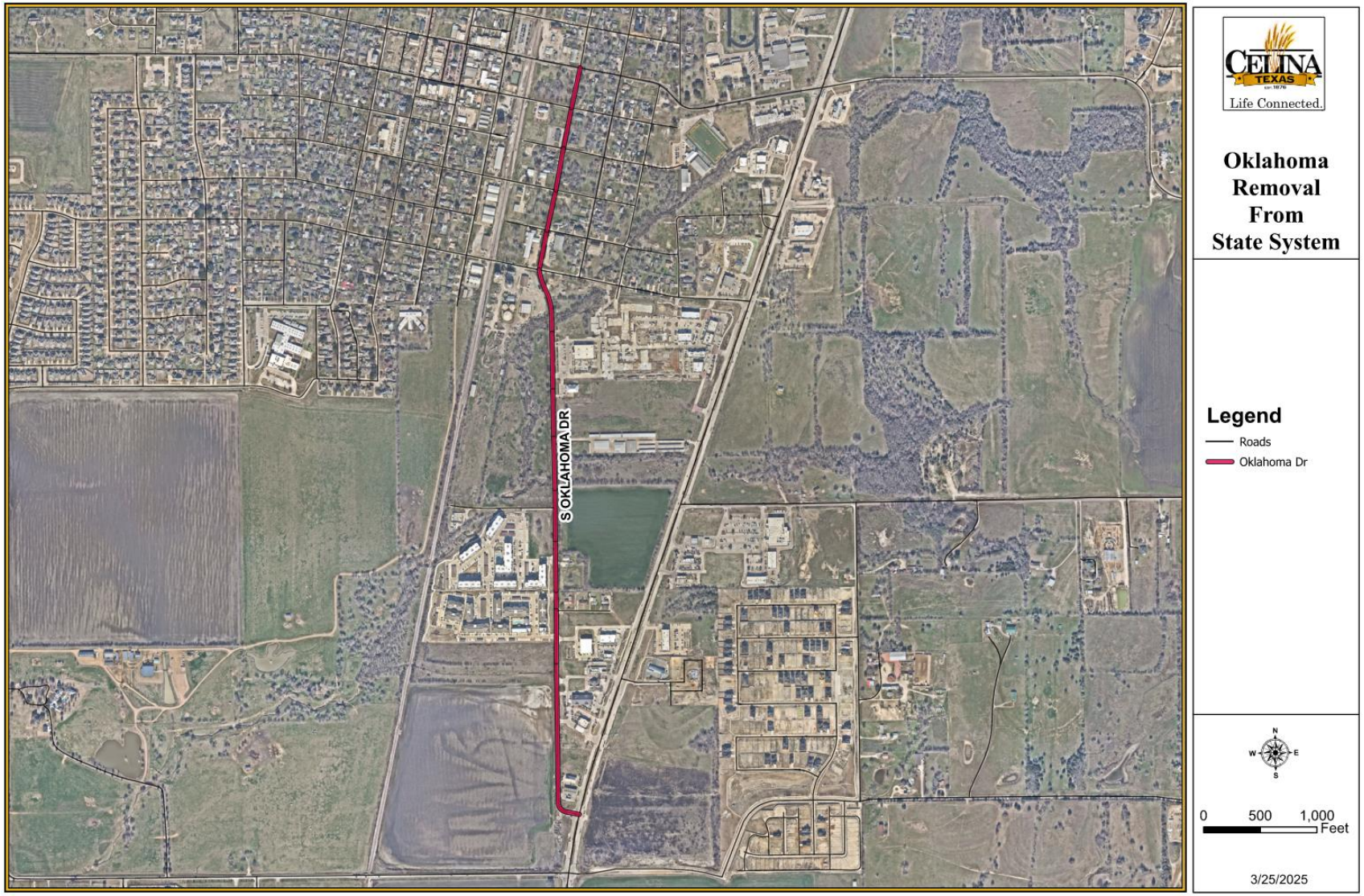
BACKGROUND

- Kimley Horn & Associates has an executed Master Services Agreement to provide roadway design.
- Oklahoma Drive (Business 289) is TXDOT owned and maintained roadway facility.
- City has no jurisdiction on access management on Oklahoma

LOCATION


CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
S Preston Rd
E Ownsby Pkwy
FM 428
Smiley Rd
S Legacy Dr
289
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

PROJECT LIMITS



DESIGN ANALYSIS

- Evaluate the cost of removing Oklahoma Drive (B 289) from Preston Road to Pecan Street (FM 455) off system.
- Evaluate the construction cost, maintenance cost, and economic evaluation of the follow scenarios:
  - Concrete Section – Remove and reconstruct limits to match City Downtown Street Design Manual and Master Thoroughfare Map (on street parking, landscaping, lighting, etc.)
  - Asphalt Section – Maintain existing roadbed as-is.
- Develop strategy and coordination with TxDOT off system process

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:	Daniel Galizia
Date:	April 8, 2025
Re:	FY 2025 Budget Amendment

Action Requested:
Consider and act upon 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:

- $93,685 in Capital Acquisition Fund expenses for an EMS Cart and equipment from fund balance.
- $250,000 in Capital Acquisition Fund expenses for a potential cancellation fee provided as a later credit for the Mid-mount Fire apparatus.
- $9,733 in General Fund expenses for window repairs at Fire Station #2.
- $150,000 in General Fund expenses for electricity at City facilities.
- $15,000 in General Fund expenses for Parks credit card fees.
- $30,000 in General Fund expenses for building inspection personnel overtime.
- $150,000 in Water/Wastewater Fund expenses for credit card fees for Utilities Customer Service from fund balance.
- $2,500 in Donations Fund expenses for STEM kits for the Library from fund balance.

Legal Review:
N/A

Supporting Documents:
1. Ordinance Amending the Budget April 8, 2025
2. April FY 25 Budget Amendment Presentation

Financial Consideration:
The proposed amendment uses fund balance and revenue to authorize additional expenditures for a variety of City funds. Across all funds, there is adequate fund balance to fund the proposed amendment.

Staff Recommendation:
Staff recommends approval.

ORDINANCE NO. 2024-____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 8th day of April 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

EXHIBIT A
FY 2024-2025 Budget Amendment

Meeting Date: April 8, 2025

Account #	Account Name	Description	Adjustment
120-31-3050	Fund Balance	Fund Balance Offset	(343,685)
120-110-000-6840	Capital Vehicle	Roll forward FY 2024 PO for the purchase of an EMS Cart	93,685
120-110-000-6840	Capital Vehicle	Fire Truck Cancellation Fee	250,000
102-31-3050	Fund Balance	Fund Balance Offset	(204,733)
102-110-000-6405	Facility Maintenance	Window Repairs for Station 2	9,733
102-123-000	Electricity	Electricity for city facilities	150,000
102-113-000	Credit Card Fees	Parks Credit Card Fees	15,000
102-107-000	Overtime	Building Inspections Overtime	30,000
202-31-3050	Fund Balance	Fund Balance Offset	(150,000)
202-119-000-6633	Credit Card Fees	Credit Card Fees	150,000
117-31-3050	Fund Balance	Fund Balance Offset	(2,500)
117-105-000-6321	Materials and Supplies	STEM Kits for the Library	2,500

FY 2025 BUDGET AMENDMENT

City Council Meeting
April 8, 2025



DETAILS

- Roll forward FY 2024 purchase order for the purchase of an EMS cart in the Capital Acquisition Fund.
- Budget a cancellation fee for a fire truck. If the fire truck order is cancelled, this fee will be used as a credit for a future fire truck purchase.

Fund	Type	Description	Adjustment
Capital Acquisition	Fund Balance	Fund Balance Offset	(343,685)
Capital Acquisition	Capital Vehicle	Roll forward FY 2024 PO for the purchase of an EMS Cart	93,685
Capital Acquisition	Capital Vehicle	Fire Truck Cancellation Fee	250,000

DETAILS

- Window repairs for fire station #2 from the General Fund.
- Electricity for City facilities from the General Fund.
- Credit card fees for the Parks Department from the General Fund.
- Overtime for building inspections from the General Fund.

Fund	Type	Description	Adjustment
General Fund	Fund Balance	Fund Balance Offset	(204,733)
General Fund	Facility Maintenance	Window Repairs for Station 2	9,733
General Fund	Electricity	Electricity for city facilities	150,000
General Fund	Credit Card Fees	Parks Credit Card Fees	15,000
General Fund	Overtime	Building Inspections Overtime	30,000

DETAILS

- Credit card fees for the Utilities Customer Service Division from the Water/Wastewater Fund.
- STEM kits for the Library from the Donations Fund.

Fund	Type	Description	Adjustment
Water Fund	Fund Balance	Fund Balance Offset	(150,000)
Water Fund	Credit Card Fees	Credit Card Fees	150,000
Donations Fund	Fund Balance	Fund Balance Offset	(2,500)
Donations Fund	Capital Vehicles	STEM Kits for the Library	2,500

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:	Amy Alexander
Date:	April 8, 2025
Re:	Dell Computer Hardware Purchase

Action Requested:
Consider and act upon purchasing computer hardware from GTS Technology Solutions through a cooperative contract with the State of Texas Department of Information Resources (DIR) for an amount not to exceed $100,000.00. (Alexander)

Background Information:
Staff requests authorization for an open purchase order for an amount not to exceed $100,000.00 to GTS Technology Solutions for Dell hardware. These funds will be used to replace end-of-support computers that are no longer in warranty and new computers and monitors for new employees. All items will be purchased through the following cooperative agreement.

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

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

Legal Review:
N/A

Supporting Documents:
1. FY25 Dell refresh Q-13514

2. FY25 Dell Refresh - 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 as presented.

GTS TECHNOLOGY SOLUTIONS

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

QUOTE

Quote Number:	**Q-13514**
Quoted Date:	04/01/2025
Expiration Date:	05/01/2025
Account Exec:	Kelli Petty
Inside Sales Rep:	Jacob Jiongo
	jacob.jiongo@gts-ts.com
	(512) 681-6281
Terms:	NET 30

QUOTE FOR:

City of Celina

LINE	ITEM	DESCRIPTION	SPECIFICATIONS	CONTRACT	QTY	PRICE	EXTENDED PRICE
1	210-BLYZ	Dell Latitude 5550 XCTO Base	• Intel(R) Core(TM) Ultra 7 155U (12 MB cache, 12 cores, 14 threads, up to 4.8 GHz) • Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish • Activate Your Microsoft 365 For A 30 Day Trial • Assembly Base MTL 5550 • Integrated Intel graphics for Intel Core Ultra 7 155U processor • Intel vPro Management Disabled • 16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	DIR-TSO-3763-R	15	$ 1,452.03	$ 21,780.45

- 512 GB, M.2 2230, TLC, Gen 4 PCIe NVMe, SSD
- 15.6", FHD 1920x1080, 60Hz, IPS, Non-Touch, AG, 250 nit, 45% NTSC, FHD Cam
- English US backlit AI hotkey keyboard with numeric keypad, 99-key
- Intel AX211 WLAN Driver
- Intel Wi-Fi 6E (6 where 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth 5.3 wireless card
- 3-cell, 54 Wh, ExpressCharge Capable, ExpressCharge Boost Capable
- 65W AC adapter, USB Type-C, EcoDesign
- Fingerprint Reader, Smart Card Reader, Control Vault 3+
- E4 Power Cord 1M for US
- Latitude 5550 Quick Start Guide
- SERI Guide (ENG/FR/Multi)
- ENERGY STAR Qualified
- Custom Configuration
- Dell Additional Software
- Mix Model MTL 65WADPT
- Intel Core Ultra 7 Non-vPro Label
- FHD HDR RGB Camera,

			TNR, Camera Shutter, Microphone • EPEAT 2018 Registered (Gold) • Latitude 5550 Bottom Door, MTL U15 • Intel Rapid Storage Technology Driver • Dell Limited Hardware Warranty Extended Year(s) • Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport • Dell Limited Hardware Warranty • ProSupport: 7x24 Technical Support, 3 Years • ProSupport: Next Business Day Onsite, 1 Year • ProSupport: Next Business Day Onsite, 2 Year Extended				
2	210-BLDW	OptiPlex All-in-One 65W	• Intel Core i7 processor 14700 vPro (33 MB cache, 20 cores, 28 threads, up to 5.4 GHz Turbo, 65W) • Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish • 16GB DDR5 Memory,2X8GB,Non-	DIR-TSO-3763-R	15	$ 1,454.24	$ 21,813.60

ECC,SoDIMM
- M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive
- Thermal Pad, Screw and Rubber for SSD
- Intel Integrated Graphics
- Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth
- Screw for WLAN card
- Wireless Driver, Intel AX211 Wi-Fi 6E 2x2 (6GHz), BT 5.3
- OptiPlex All-in-One 7420, 65W CPU, Non-touch, FHD HDR camera, UMA, 160W Bronze
- Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black
- Mouse included with Keyboard
- No Cover Selected
- Height Adjustable Stand for Dell Pro 24 All-in-One 35W/65W
- Dell Additional Software
- ENERGY STAR Qualified
- System Power Cord (Philipine/TH/US)
- SERI Guide (ENG/FR/Multi)
- Watch Dog SRV
- Quick Start Guide, OptiPlex All-in-One 65W

- Trusted Platform Module (Discrete TPM Enabled)
- Package for Fixed/ HAS/ no stand (DAO, CCC)
- DAO factory Information
- Shipping Label
- Regulatory Label for OptiPlex All-in-One 7420 65W, 160W Bronze, DAO/BCC
- SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One
- Intel Core i7 vPro Enterprise Processor Label
- Desktop BTO Standard shipment
- Custom Configuration
- OptiPlex All-in-One 7420 65W XCTO
- 23.8, Non-Touch LCD, Dell OptiPlex AIO
- EPEAT 2018 Registered (Silver)
- Intel vPro Enterprise
- Dell Limited Hardware Warranty Plus Service
- ProSupport: Next Business Day Onsite, 3 Years
- ProSupport: 7x24 Technical Support, 3 Years
- Thank you choosing Dell ProSupport. For tech support, visit

			//support.dell.com/ProSupport • Activate Your Microsoft 365 For A 30 Day Trial				
3	210-BLNG	Dell Mobile Precision Workstation 3591 - Touchscreen option	• Intel Core Ultra 7 165H vPro Enterprise (24 MB cache, 16 cores, 22 threads, up to 5.0 GHz, 45W) • Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish • Intel Core Ultra 7 165H Processor with vPro and NVIDIA RTX 500 Ada 4GB GDDR6 • Intel vPro Management Disabled • Activate Your Microsoft 365 For A 30 Day Trial • NVIDIA RTX 500 Ada Generation, 4 GB GDDR6 • 15.6" FHD 1920x1080, 60Hz, 250 nits, Touch, FHD HDR IR Camera, EMZA Prox. Sensor, Mic, WLAN, 4G • FHD HDR IR Camera with Facial Recognition + Intelligent Privacy, TNR, Camera Shutter, Microphone • 32 GB: 1 x 32 GB, DDR5,	DIR-TSO-3763-R	20	$ 2,385.31	$ 47,706.20

5600 MT/s, non-ECC
- 512GB, M.2 2230, Gen4 PCIe NVMe, SSD, Class 35
- No Additional Hard Drive
- NO RAID
- English US backlit AI hotkey keyboard with numeric keypad, 99-key
- Single Pointing, Smart Card Reader, CV3+, NFC
- Intel AX211, 2x2 MIMO, 2400 Mbps, 2.4/5/6 GHz, Wi-Fi 6/6E (WiFi 802.11ax), Bluetooth
- 4 Cell, 64WHr, Standard Battery
- 4 Cell Battery Cable
- 130W Type C Power Adapter
- ENERGY STAR Qualified
- EPEAT 2018 Registered (Gold)
- E5 Power Cord 1M for US
- SERI Guide (ENG/FR/Multi)
- Intel AX211 WLAN Driver
- Packaging for 130W Adapter
- Custom Configuration
- Intel Core Ultra 7 Non-vPro Label
- Dell Additional Software
- Quick Setup Guide for Mobile Precision 3591
- Thank you choosing Dell

		ProSupport. For tech support, visit //support.dell.com/ProSupport • ProSupport: 7x24 Technical Support, 3 Years • Dell Limited Hardware Warranty Plus Service • ProSupport: Next Business Day Onsite, 3 Years • Intel(R) Rapid Storage Technology Driver • BTO Standard Shipment (M)				
4	210-BDQH	Dell Thunderbolt 4 Dock – WD22TB4, USB-C, 180W Power Delivery	DIR-TSO-3763-R	20	$ 235.28	$ 4,705.60
5	SERVICES: Traditional Deployment Svc	GTS Imaging and Delivery Services - Please review GTS SOW for more details.	DIR-CPO-4754	50	$ 45.41	$ 2,270.50

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

Sales Total:	**$ 98,276.35**
Freight & Misc:	**$ 0.00**
Tax Total:	**$ 0.00**
Total (USD):	**$ 98,276.35**

FY 25 DELL COMPUTER REFRESH

Amy Alexander
Director of Information Technology
April 8, 2025



DELL COMPUTER REFRESH

The city has is requesting to purchase computers for new employees and to replace computers that are out of warranty and no longer supported by Dell and Microsoft.

Replacement computers :

- 15 Dell Latitude Laptops
- 15 All in One workstations for Fire Stations
- 20 Dell Precision Laptops for Engineering, Planning, Public Works and City Management



QUESTIONS?

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Bella Lopez
Date:	April 8, 2025
Re:	Temporary Facilities for 1876 Country Club - Facilities Agreement

Action Requested:
Consider and act upon a Facilities Agreement between the City of Celina and 1876 Country Club, LLC; generally located west of future Legacy Drive and approximately 450 feet north of future G A Moore Parkway, within the City Limits. (Temporary Facilities for 1876 Country Club – Facilities Agreement) (McAfee)

Background Information:
The applicant, 1876 Country Club, LLC, is requesting a Facilities Agreement for the Legacy Hills Country Club, generally located at the northwest corner of Legacy Drive and GA Moore Parkway, within Legacy Hills. The temporary clubhouse facility is requested for a period of up to three years, with the permanent clubhouse expected to open in two years. It is typical for golf courses to have a "start-up" clubhouse to launch memberships and operations. Please refer to the attachments for additional information.

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

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

Financial Consideration:

N/A

Staff Recommendation:
Staff recommends approval as presented.

CELINA TEXAS EST. 1876
Life Connected.

LEGACY DR
G A MOORE PKWY (FM 455)
LEGACY DR (FM 455)
G A MOORE PKWY

Legend

- City Limits
- Roads
- Parcels
- Subject Property

1876 Country Club Temporary Facilities Location Map

City of Celina

3/27/2025

N
W E
S

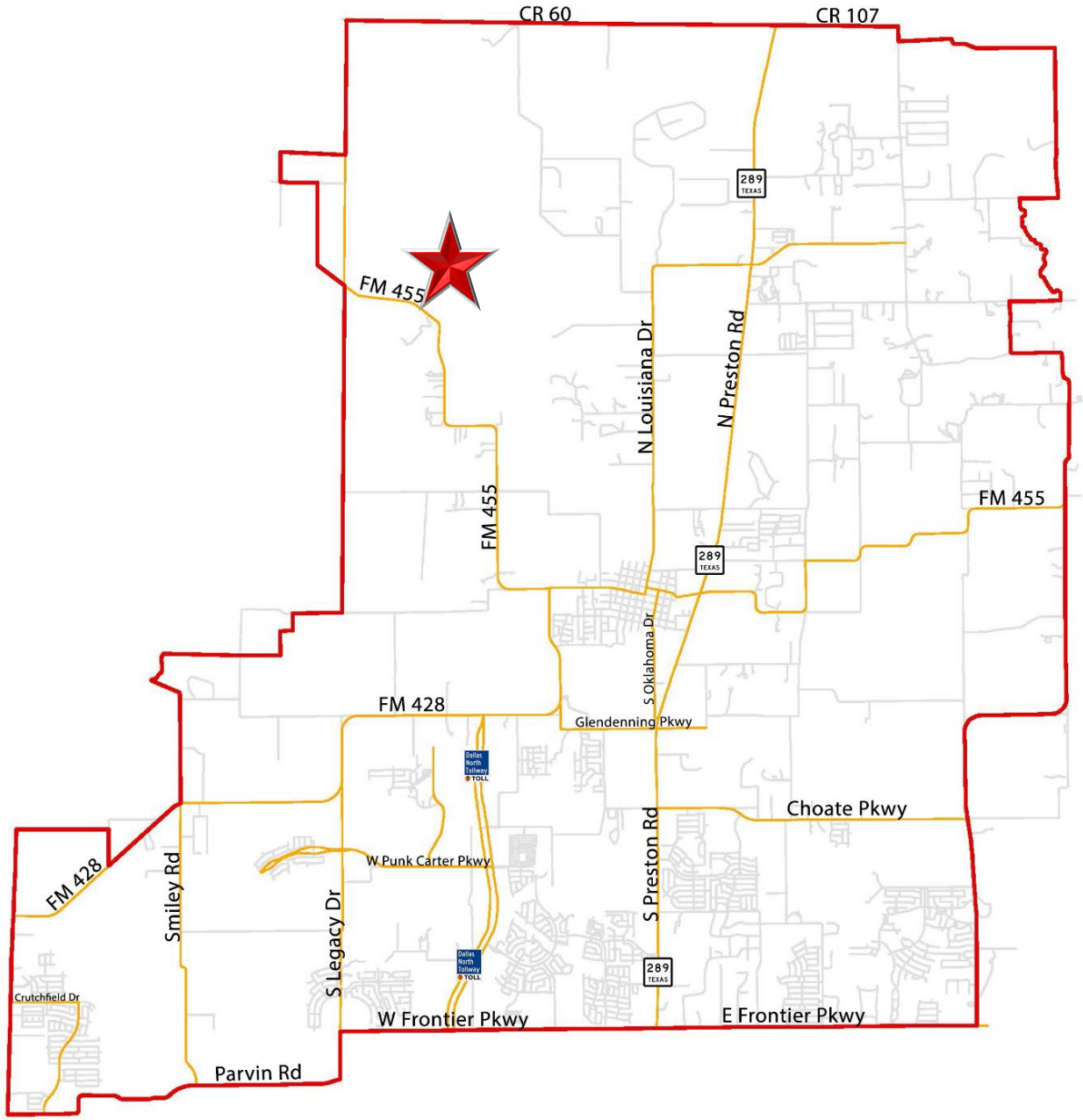
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Feet

TEMPORARY FACILITIES - 1876 COUNTRY CLUB

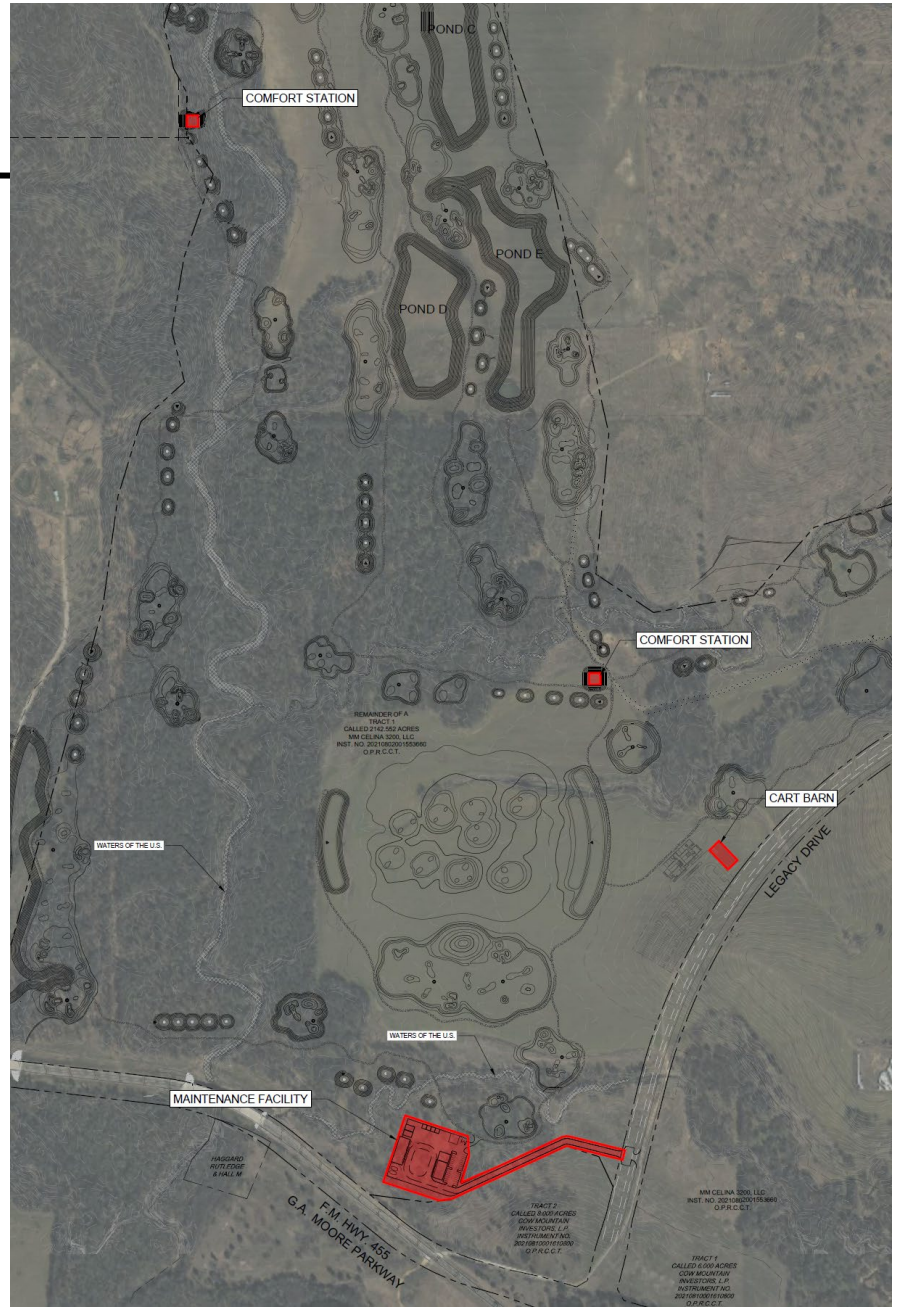
FACILITIES AGREEMENT

City Council – Consent
April 8, 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

LOCATIONS


POND C
COMFORT STATION
POND E
POND D
COMFORT STATION
CART BARN
LEGACY DRIVE
WATERS OF THE U.S.
WATERS OF THE U.S.
MAINTENANCE FACILITY
F.M. HWY. 455
G.A. MOORE PARKWAY

CONCEPT PLAN



CONCEPT RENDERING



The temporary clubhouse at 1876 Country Club (the "Facility") is a provisional structure provided for the convenience of members, guests, and staff while permanent clubhouse facilities are under development. The Facility is supplied through a third-party vendor, WILLSCOT (tentatively selected), and is subject to change at the discretion of 1876 Country Club management.

PROPOSED DEAL POINTS & CONSIDERATIONS

- Golf course opening at the end of 2025
- Permanent clubhouse expected to open in 2 years
- Temporary Clubhouse facility requested for up to 3 years
- Temporary clubhouse that PGA Championship partners with
- Support the launch of memberships and operations until a full-service clubhouse facility is available
- No residency element involved
- Meeting all other regulations
- Many golf courses have a “start-up” clubhouse to launch memberships and operations

RECOMMENDATION

- Staff recommend approval as presented

FACILITIES AGREEMENT

This Facilities Agreement (this "Agreement") is entered into by and between 1876 Country Club, LLC (the "Owner") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

RECITALS

WHEREAS, certain capitalized terms used herein are defined in Article I; and

WHEREAS, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

WHEREAS, the Owner and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

WHEREAS, on the date the City Council voted to approve this Agreement, Owner owns 0.0689 acres of land, generally located at 3500 N. Legacy Drive, Celina, Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

WHEREAS, the Owner intends to install a temporary modular building on the Property, which does not comply with current City Regulations (as hereinafter defined) of the Property ("Facility"), while constructing a separate permanent site; and

WHEREAS, the City intends to allow the Facility on a temporary basis, and the Parties intend for this Agreement to establish certain restrictions, timelines, and commitments in connection with use of the Facility; and

WHEREAS, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements and building code requirements, except as otherwise provided herein; and

WHEREAS, the City and the Owner agree that the Facility can best proceed pursuant to an agreement such as this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

ARTICLE I
GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 6.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Effective Date is the date in the introductory paragraph.

Facility is defined in the Recitals.

Indemnified Party is defined in Section 3.2(a).

Notice is defined in Section 8.2.

Owner is defined in the introductory paragraph.

Owner Assignee is defined in Section 6.1(a).

Parties means the Owner and the City.

Party means the Owner or the City.

Property is defined in the Recitals.

Term shall have the meaning provided in Article IV.

ARTICLE II
DEVELOPMENT REGULATIONS

2.1 Full Compliance with City Standards. Development of the Facility shall be subject to applicable City Regulations, except as otherwise provided herein.

2.2 Facility Regulations. The Facility shall be constructed in accordance with the Concept Plan depicted in **Exhibit C**, attached hereto and incorporated herein for all purposes (the "Concept Plan"), the City Regulations, as applicable, and the following development standards while the Facility is open, with such allowed Facility to end no later than three (3) years from the Effective Date:

(a) The Facility may be constructed as a temporary modular building as depicted in the Concept Plan. The Facility may be used by Owner as a golf club house and ancillary uses to support the operation of the golf course.

ARTICLE III
DEVELOPMENT FEES, INDEMNIFICATION, AND HOLD HARMLESS

3.1 Development Fees. Development of any portion of the Property shall be subject to payment to the City of the applicable fees according to the City Regulations, including without limitation, impact fees, tap fees, technology fees, permit fees, development fees, inspection fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

3.2 INDEMNIFICATION AND HOLD HARMLESS.

(a) THE OWNER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE OWNER; (II) THE OWNER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE OWNER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS; (III) ANY CLAIMS OF PERSONS EMPLOYED BY THE OWNER OR ITS AGENTS TO CONSTRUCT THE FACILITY; OR (IV) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO OWNER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO CONSTRUCTING THE FACILITY OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE FACILITY, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. OWNER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST OWNER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY OWNER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF OWNER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF OWNER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. OWNER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF OWNER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED

PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND OWNER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) **THIS SECTION 3.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE OWNER.

3.3 **THE OWNER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/OWNERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

(a) THE OWNER ACKNOWLEDGES AND AGREES THAT, PROVIDED THERE ARE NO CITY DEFAULTS UNDER THIS AGREEMENT:

(I) THE REQUIREMENTS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

(C) VIOLATION OF ANY APPLICABLE ROUGH PROPORTIONALITY REQUIREMENTS; AND/OR

(C) NUISANCE.

(b) THIS SECTION 3.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

ARTICLE IV
TERM

The term of this Agreement shall begin on the Effective Date and end three (3) years thereafter (the "Term"). Before the end of the Term, the Facility shall be removed from the Property.

ARTICLE V
EVENTS OF DEFAULT; REMEDIES

5.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a

reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

5.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

ARTICLE VI
ASSIGNMENT AND ENCUMBRANCE

6.1 Assignment by Owner to Successors.

(a) The Owner has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, to any person or entity (an "Owner Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Owner and becomes an owner of any portion of the Property, provided that the Owner is not in breach of this Agreement at the time of such assignment. An Owner Assignee is considered the "Owner" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Owner Assignee. Notice of each proposed assignment to an Owner Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Owner Assignee.

(b) Each assignment shall be in writing executed by the Owner and the Owner Assignee and shall obligate the Owner Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to an Owner Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Owner Assignee for the performance of all obligations assigned to the Owner Assignee and agrees that the Owner shall be released from subsequently performing the assigned obligations and from any liability that results from the Owner Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Owner shall not be released until the City receives such copy of the assignment.

(c) No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Owner shall maintain written records of all assignments made to Owner Assignees, including a copy of each executed assignment and the Owner Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

6.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity. Notwithstanding any such assignment by the City to any City Assignees, the City shall adhere to Article II of this Agreement regarding the Owner's ability to construct and use the Facility during the Term of this Agreement.

6.3 Collateral Assignments. The Owner and Owner Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so

in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

6.4 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. Any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Owner" and have all of the obligations of the Owner as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

6.5 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

ARTICLE VII
RECORDATION

This Agreement and all amendments hereto shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for development within the Property.

ARTICLE VIII
ADDITIONAL PROVISIONS

8.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

8.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows:

To the City:	Attn: City Manager City of Celina 142 North Ohio Celina, TX 75009 E-mail: rranc@celina-tx.gov
With a copy to:	Attn: Julie Fort Messer Fort, PLLC 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: Julie@txmunicipallaw.com
To the Owner:	1876 Country Club, LLC 1800 Valley View Lane, Suite 300 Farmers Branch, Texas 75234 Attn: Connie Delgado E-mail: cdelgado@centurionamerican.com
With a copy to:	Texas Real Estate Law Attn: Travis Boghetich 1800 Valley View Lane, Suite 360 Farmers Branch, Texas 75234 E-mail: travis@txreallaw.com

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

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

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

8.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has

been duly authorized to do so. The Owner represents and warrants that this Agreement has been approved by appropriate action of the Owner, and that the individual executing this Agreement on behalf of the Owner has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

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

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

8.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

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

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

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

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

Exhibit A Legal Description of the Property
Exhibit B Depiction of the Property Location

Exhibit C Concept Plan for Facility

8.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

8.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

8.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Owner expressly amending the terms of this Agreement.

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

8.17 Form 1295 Certificate. The Owner represents that it has complied with Texas Government Code, Section 2252.908 and in connection therewith, the Owner has completed a Texas Ethics Commission Form 1295 Certificate generated by the Texas Ethics Commission's electronic filing system in accordance with the rules promulgated by the Texas Ethics Commission. The Owner further agrees to print the completed certificate and execute the completed certificate in such form as is required by Texas Government Code, Section 2252.908 and the rules of the Texas Ethics Commission and provide to the City at the time of delivery of an executed counterpart of this Agreement, a duly executed completed Form 1295 Certificate. The Parties agree that, except for the information identifying the City and the contract identification number, the City is not responsible for the information contained in the Form 1295 completed by the Owner. The information contained in the Form 1295 completed by the Owner has been provided solely by the Owner and the City has not verified such information.

EXECUTED by the City and the Owner on the respective dates stated below after approval of the City Council of the City on _____, 2025.

Date: _____ **CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

OWNER: 1876 COUNTRY CLUB, LLC

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 _____, 2025, personally appeared _____, _____ of _____, a _____company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____
Notary Public in and for the State of Texas

EXHIBIT A
DESCRIPTION OF THE PROPERTY

TRACT 1:

BEING all that certain tract of land situated in the A.S. Young Survey, Abstract No. 1036, in the H. Cochran Survey, Abstract No. 192, in the J. Cumba Survey, Abstract No. 242, in the J. Queen Survey, Abstract No. 733, in the J. H. Biggs Survey, Abstract No. 51, in the E. Alexander Survey, Abstract No. 19, and in the BBB & C RR Co Survey, Abstract No. 131, City of Celina, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for the most easterly corner of a called 8.000 acre tract of land described as Tract 2 in the deed to Cow Mountain Investors, L.P., recorded in Instrument No. 20210810001610800, said Official Property Records;

THENCE with the northerly line of said 8.000 acre tract the following courses:

1. North 25° 15' 15" West, a distance of 148.77 feet to a capped iron rod set;

2. North 71° 50' 31" West, a distance of 151.00 feet to a capped iron rod set;

3. South 65° 10' 41" West, a distance of 572.60 feet to a capped iron rod set;

4. South 84° 31' 59" West, a distance of 105.73 feet to a capped iron rod set;

5. North 82° 30' 56" West, a distance of 245.30 feet to a capped iron rod set in the northerly right of way line of Farm to Market 455 and the southerly line of said 2142.552 acre tract for the westerly corner of said 8.000 acre tract;

THENCE with the northerly right of way line of said Farm to Market 455 and the southerly line of said 2142.552 acre tract, the following courses:

1. North 51° 44' 59" West, a distance of 349.66 feet to a capped iron rod set;

2. North 38° 19' 50" East, a distance of 10.12 feet to a capped iron rod set;

3. North 47° 51' 38" West, a distance of 256.41 feet to a capped iron rod set at the beginning of a non tangential curve to the left;

4. With said curve to the left, having a radius of 1130.00 feet, a central angle of 27° 19' 24", an arc length of 538.88 feet, a chord that bears North 69° 47' 59" West, a distance of 533.79 feet to a capped iron rod set at the end of said curve;

5. North 83° 27' 41" West, a distance of 899.11 feet to a capped iron rod set;

6. South 87° 25' 43" West, a distance of 170.92 feet to a capped iron rod set at the southeast corner of a called 292.217 acre tract of land described in the deed to MM Celina 294, LLC, recorded in Instrument No. 2021080500158360, said Official Public Records;

THENCE with the easterly line of said 292.217 acre tract, the following courses:

1. North 56° 45' 49" East, a distance of 314.03 feet to a capped iron rod set;

2. North 33° 44' 35" East, a distance of 215.20 feet to a capped iron rod set;

3. North 15° 12' 20" East, a distance of 1659.85 feet to a capped iron rod set;

4. North 07° 47' 51" East, a distance of 499.92 feet to a capped iron rod set;

5. North 16° 59' 14" East, a distance of 348.90 feet to a capped iron rod set;

6. North 47° 40' 23" East, a distance of 264.27 feet to a capped iron rod set;

7. North 13° 59' 33" West, a distance of 234.35 feet to a capped iron rod set;

8. North 09° 24' 41" East, a distance of 333.41 feet to a capped iron rod set;

9. North 19° 17' 22" East, a distance of 395.03 feet to a capped iron rod set;

10. North 34° 19' 04" West, a distance of 209.63 feet to a capped iron rod set;

11. North 00° 00' 00" West, a distance of 190.89 feet to a capped iron rod set;

12. North 28° 28' 44" West, a distance of 123.07 feet to a capped iron rod set;

13. North 12° 42' 42" West, a distance of 196.66 feet to a capped iron rod set;

14. North 16° 19' 39" East, a distance of 277.69 feet to a capped iron rod set;

15. North 16° 45' 56" West, a distance of 55.79 feet to a capped iron rod set;

16. North 56° 54' 41" West, a distance of 148.10 feet to a capped iron rod set;

THENCE severing said 2142.552 acre tract, the following courses:

1. North 33° 40' 08" East, a distance of 536.09 feet to a capped iron rod set;

2. North 59° 55' 40" East, a distance of 799.66 feet to a capped iron rod set;

3. South 77° 27' 02" East, a distance of 537.50 feet to a capped iron rod set;

4. South 03° 08' 06" West, a distance of 817.90 feet to a capped iron rod set;

5. South 17° 57' 20" East, a distance of 1075.54 feet to a capped iron rod set;

6. South 12° 38' 50" East, a distance of 1143.72 feet to a capped iron rod set;

7. South 05° 17' 14" West, a distance of 629.92 feet to a capped iron rod set;

8. South 56° 16' 23" East, a distance of 309.58 feet to a capped iron rod set;

9. North 80° 21' 24" East, a distance of 455.67 feet to a capped iron rod set;

10. North 41° 28' 03" East, a distance of 406.86 feet to a capped iron rod set;

11. North 73° 18' 44" East, a distance of 558.10 feet to a capped iron rod set;

12. North 47° 34' 59" East, a distance of 640.86 feet to a capped iron rod set;

13. North 42° 57' 24" East, a distance of 732.25 feet to a capped iron rod set;

14. South 40° 01' 25" East, a distance of 511.13 feet to a capped iron rod set at an angle point in the northwesterly line of a called 62.214 acre tract of land described in the deed to GG B2R Pecan II LP,

recorded in Instrument No. 20211112002317860, said Official Public Records;

THENCE with the northwesterly line of said 62.214 acre tract, the following courses:

1. South 39° 48' 27" West, a distance of 276.12 feet to a capped iron rod set;

2. South 27° 34' 41" West, a distance of 283.66 feet to a capped iron rod set;

3. South 05° 16' 12" East, a distance of 188.76 feet to a capped iron rod set;

THENCE severing said 2142.552 acre tract, the following courses:

1. South 21° 46' 01" West, a distance of 689.00 feet to a capped iron rod set at the beginning of a non tangential curve to the left;

2. With said curve to the left, having a radius of 2566.30 feet, a central angle of 66° 32' 05", an arc length of 2980.12 feet, a chord that bears South 47° 16' 01" West, a distance of 2815.48 feet to a capped iron rod set at the end of said curve;

3. South 13° 59' 58" West, a distance of 498.56 feet to the POINT OF BEGINNING and enclosing 355.855 acres (15,501,048 square feet) of land, more or less.

TRACT 2:

GOLF COURSE EASEMENT

BEING a 0.180 acre tract of land situated in the H. Cochran Survey, Abstract No. 192 and in the BBB & C RR Co Survey, Abstract No. 131, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the west corner of a called 100.034 acre tract of land, described as Tract 2, in deed to Pulte Holmes of Texas, L.P., recorded in Instrument No. 20220315000419420, said Official Public Records;

THENCE South 15° 15' 00" East, a distance of 2315.29 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner at the POINT OF BEGINNING;

THENCE over and across said Tract 1, the following courses and distances:

1. South 42° 57' 24" West, a distance of 313.62 feet to a capped iron rod set;

2. North 28° 29' 05" East, a distance of 200.20 feet to a capped iron rod set;

3. North 65° 37' 41" East, a distance of 129.80 feet to the POINT OF BEGINNING and enclosing 0.180 acres (7845 square feet) of land, more or less.

TRACT 3:

GOLF COURSE EASEMENT

BEING a 0.305 acre tract of land situated in the H. Cochran Survey, Abstract No. 192, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the west corner of a called 100.034 acre tract of land, described as Tract 2, in deed to Pulte Holmes of Texas, L.P., recorded in Instrument No. 20220315000419420, said Official

Public Records;

THENCE South 16° 25' 48" West, a distance of 3677.37 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner at the POINT OF BEGINNING;

THENCE over and across said Tract 1, the following courses and distances:

1. South 41° 28' 03" West, a distance of 91.07 feet to a capped iron rod set;

2. South 80° 21' 24" West, a distance of 198.09 feet to a capped iron rod set;

3. North 28° 44' 27" East, a distance of 87.17 feet to a capped iron rod set;

4. North 83° 19' 42" East, a distance of 215.13 feet to the POINT OF BEGINNING and enclosing 0.305 acres (13,305 square feet) of land, more or less.

TRACT 4:

GOLF COURSE EASEMENT

BEING a 0.410 acre tract of land situated in the E. Alexander Survey, Abstract No. 19, Collin County, Texas, and being a portion of called 292.217 acre tract of land described in deed to MM Celina 294, LLC, recorded in Instrument No. 20210805001583 60, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of said 292.217 acre tract; THENCE South 00° 26' 51" West, with the west line of said 292.217 acre tract, a distance of 2175.17 feet; THENCE North 90° 00' 00" East, a distance of 1966.63 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner, in the east line of said 292.217 acre tract of land, at the POINT OF BEGINNING;

THENCE with the east line of said 292.217 acre tract, the following courses and distances:

1. South 56° 54' 41" East, a distance of 90.40 feet to a capped iron rod set;

2. South 16° 45' 56" East, a distance of 55.79 feet to a capped iron rod set;

3. South 16° 19' 39" West, a distance of 277.69 feet a capped iron rod set;

THENCE North 02° 08' 05" West, a distance of 369.52 feet to the POINT OF BEGINNING and enclosing 0.410 acres (17,874 square feet) of land, more or less.

TRACT 5:

GOLF COURSE EASEMENT

BEING a 0.658 acre tract of land situated in the E. Alexander Survey, Abstract No. 19, Collin County, Texas, and being a portion of called 292.217 acre tract of land described in deed to MM Celina 294, LLC, recorded in Instrument No. 20210805001583 60, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of said 292.217 acre tract; THENCE South 00° 26' 51" West, with the west line of said 292.217 acre tract, a distance of 2776.43 feet; THENCE North 90° 00' 00" East, a distance of 2050.14 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner, in the east line of said 292.217 acre tract of land, at the POINT OF BEGINNING;

THENCE with the east line of said 292.217 acre tract, the following courses and distances:

1. South 28° 28' 44" East, a distance of 77.40 feet to a capped iron rod set;

2. South 00° 00' 00" East, a distance of 190.89 feet to a capped iron rod set;

3. South 34° 19' 04" East, a distance of 209.63 feet to a capped iron rod set;

4. South 19° 17' 22" West, a distance of 137.64 feet to a capped iron rod set;

THENCE North 24° 02' 23" West, a distance of 269.11 feet to a capped iron rod set;

THENCE North 00° 00' 00" East, a distance of 316.20 feet to the POINT OF BEGINNING and enclosing 0.658 acres (28,646 square feet) of land, more or less.

TRACT 6:

(GOLF COURSE EASEMENT)

BEING a 2.274 acre tract of land situated in the E. Alexander Survey, Abstract No. 19, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the west corner of a called 100.034 acre tract of land, described as Tract 2, in deed to Pulte Holmes of Texas, L.P., recorded in Instrument No. 20220315000419420, said Official Public Records;

THENCE South 50° 58' 34" West, a distance of 2618.73 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner at the POINT OF BEGINNING;

THENCE over and across said Tract 1, the following courses and distances:

1. South 35° 48' 19" East, a distance of 661.37 feet to a capped iron rod set;

2. South 37° 47' 17" West, a distance of 323.79 feet to a capped iron rod set;

3. North 12° 38' 50" West, a distance of 701.47 feet to a capped iron rod set;

4. North 17° 57' 20" West, a distance of 113.34 feet to the POINT OF BEGINNING and enclosing 2.274 acres (99,036 square feet) of land, more or less.

TRACT 7:

GOLF COURSE EASEMENT

BEING a 2.491 acre tract of land situated in the H. Cochran Survey, Abstract No. 192, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the west corner of a called 100.034 acre tract of land, described as Tract 2, in deed to Pulte Holmes of Texas, L.P., recorded in Instrument No. 20220315000419420, said Official Public Records;

THENCE South 12° 39' 30" West, a distance of 3342.26 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner at the POINT OF BEGINNING;

THENCE over and across said Tract 1, the following courses and distances:

1. North 54° 43' 38" East, a distance of 1381.33 feet to a capped iron rod set;

2. South 42° 57' 24" West, a distance of 320.76 feet to a capped iron rod set;

3. South 47° 34' 59" West, a distance of 640.86 feet to a capped iron rod set;

4. South 73° 18' 44" West, a distance of 455.17 feet to the POINT OF BEGINNING and enclosing 2.491 acres (108,496 square feet) of land, more or less.

TRACT 8:

GOLF COURSE EASEMENT

BEING a 3.187 acre tract of land situated in the E. Alexander Survey, Abstract No. 19, Collin County, Texas, and being a portion of called 2142.552 acre tract of land, described as Tract 1, in deed to MM Celina 3200, LLC, recorded in Instrument No. 20210802001553660, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the west corner of a called 100.034 acre tract of land, described as Tract 2, in deed to Pulte Holmes of Texas, L.P., recorded in Instrument No. 20220315000419420, said Official Public Records;

THENCE North 87° 55' 02" West, a distance of 2287.86 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner at the POINT OF BEGINNING;

THENCE over and across said Tract 1, the following courses and distances:

1. South 45° 00' 00" East, a distance of 197.73 feet to a capped iron rod set;

2. South 03° 08' 10" West, a distance of 1067.69 feet to a capped iron rod set;

3. North 17° 57' 20" West, a distance of 409.16 feet to a capped iron rod set;

4. North 03° 08' 06" East, a distance of 817.90 feet to the POINT OF BEGINNING and enclosing 3.187 acres (138,821 square feet) of land, more or less.

TRACT 9:

GOLF COURSE EASEMENT

BEING a 11.687 acre tract of land situated in the J. Cumba Survey, Abstract No. 242, Collin County, Texas, and being a portion of called 292.217 acre tract of land described in deed to MM Celina 294, LLC, recorded in Instrument No. 2021080500158360, Official Public Records of Collin County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of said 292.217 acre tract; THENCE South 00° 26' 51" West, with the west line of said 292.217 acre tract, a distance of 5222.46 feet; THENCE North 90° 00' 00" East, a distance of 1709.71 feet to a 1/2-iron rod with a cap stamped "RPLS 6677" set (hereinafter referred to as capped iron rod set) for corner, in the east line of said 292.217 acre tract of land, at the POINT OF BEGINNING;

THENCE with the east line of said 292.217 acre tract, the following courses and distances:

1. South 15° 12' 20" West, a distance of 1579.23 feet to a capped iron rod set;

2. South 33° 44' 35" West, a distance of 215.20 feet to a capped iron rod set;

3. South 56° 45' 49" West, a distance of 314.03 feet to a capped iron rod set in the south line of said 292.217 acre tract and in the north right-of-way line of FM 455 (variable width right-of-way);

EXHIBIT B
DEPICTION OF THE PROPERTY

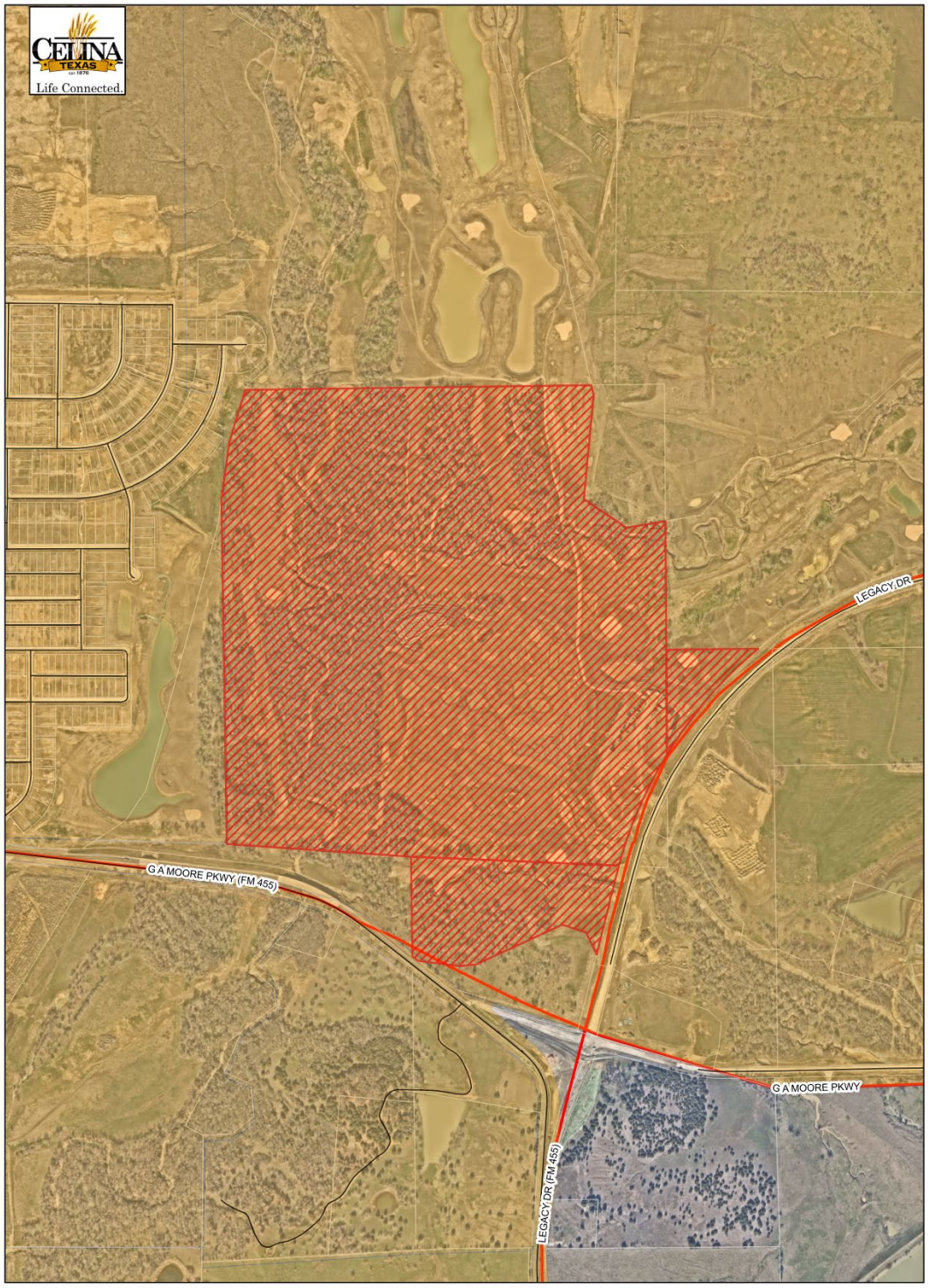


EXHIBIT C
CONCEPT PLAN



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:	Bella Lopez
Date:	April 8, 2025
Re:	Martinek Tract – C-3 Expedited Annexation Service Agreement

Action Requested:
Consider and act upon a Service Agreement for C-3 annexed property between the City of Celina and the owner of approximately 16 acres within the Extraterritorial Jurisdiction (ETJ); generally located at the southwest corner of Oklahoma Drive and Ash Street. (Martinek Tract) – C-3 Expedited Annexation Service Agreement) (Mohan)

Background Information:
This item is related to the voluntary annexation of approximately 16 acres; generally located at the southwest corner of Oklahoma Drive and Ash Street, requested by the applicant, the Celina Economic Development Corporation (CEDC). State law requires that cities enter into written agreements with property owners related to the provision of City services (emergency services, water & wastewater facilities, roads, health, code enforcement, zoning, public facilities, etc.) at the time of annexation. Please refer to the attached documents for further information, as well as the accompanying annexation and zoning agenda items.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

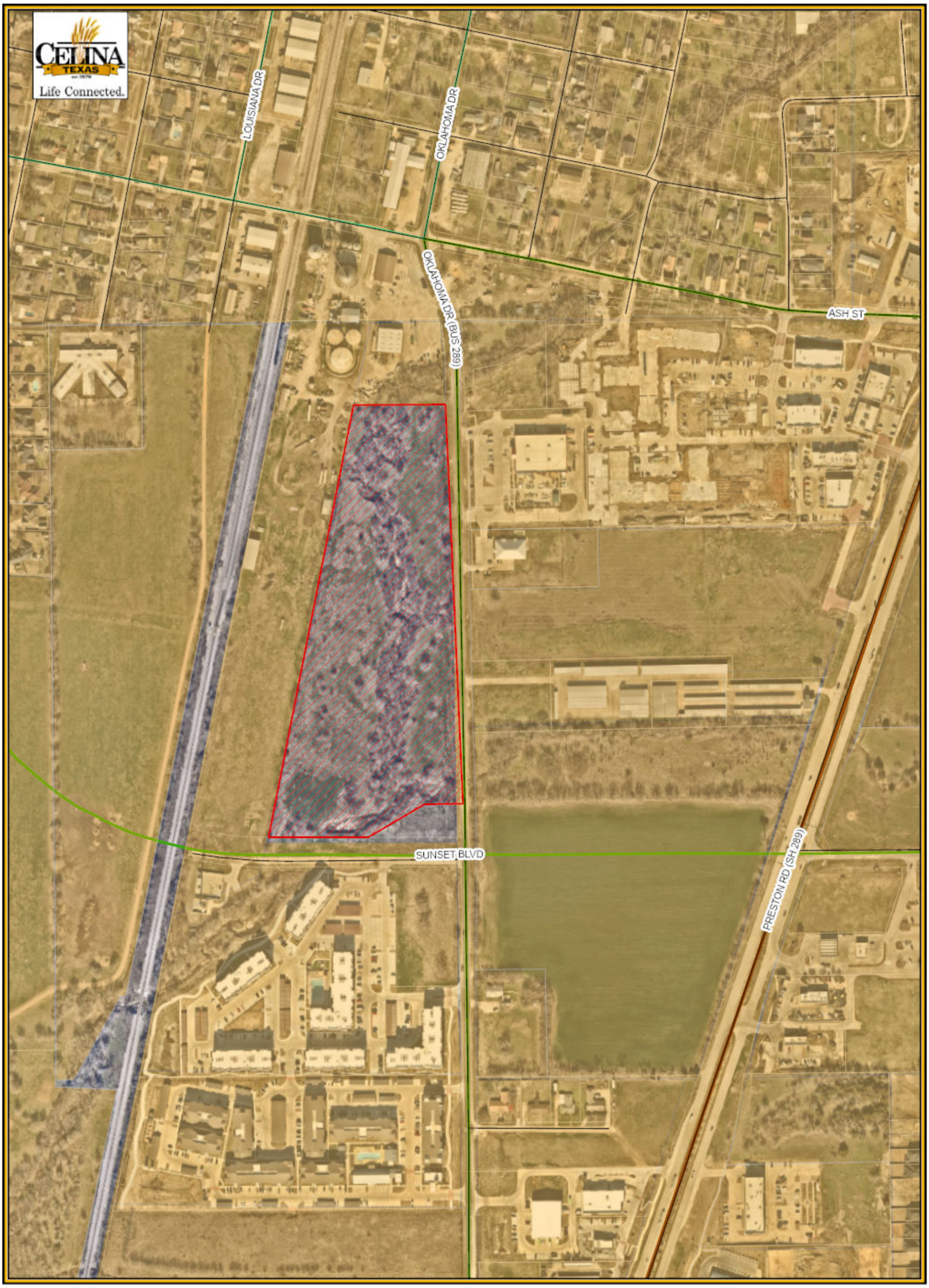
- **Annexation Service Agreement (Consent) - Required of all annexation cases**
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- Zoning (Public Hearing) - Zoning the property for future development

Legal Review:
This annexation follows a standard template approved by the City Attorney's Office.

Supporting Documents:
1. Location Map
2. Staff Presentation
3. Annexation Service Agreement

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- Subject Property
- Parcels
- Roads
- City Limits

25-AX-02 Martinek Tract Location Map

City of Celina

3/11/2025

N
W E
S

0 315 630

Feet

MARTINEK TRACT

Annexation Service Agreement

City Council – Consent
April 8, 2025



SERVICE AGREEMENT OVERVIEW

- When a property owner applies for voluntary annexation, the City must, per State law, enter into a written agreement with the property owner related to the provision of City services
- Drafted by the City attorney, the agreement includes a list of services the City will provide at the time of annexation
- City services include, but are not limited to, emergency services, water & wastewater facilities, roads, health, code enforcement, zoning, and public facilities
- The approved service agreement is included within the annexation ordinance
- Staff recommends approval as presented

Service Agreement for C-3 Annexed Property

The undersigned parties have negotiated, and now enter into, this written Service Agreement for C-3 Annexed Property ("Agreement") pursuant to the authority provided by Section 43.0672, Texas Local Government Code ("LGC"). Pursuant to Section 43.056(l) of the LGC, this Agreement shall have a term of ten (10) years beginning on the date approved by the City Council of Celina. This Agreement is for the following property:

The Property is described in Exhibit A attached hereto and incorporated herein.

NOW THEREFORE, for and in consideration received and the mutual benefits contained herein, the undersigned parties agree to the following Service Plan:

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life

Support (ALS) fire engines, trucks and ambulances;
iii) Hazardous materials response and mitigation;
iv) Emergency prevention and public education efforts;
v) Technical rescue response; and
vi) Construction Plan Review and required inspections.

b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient fire protection, including personnel and equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
i) Emergency medical dispatch and pre-arrival First Aid instructions;
ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the

City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full

municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at https://ecode360.com/CE6272.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

Entered into this____ day of _____, 2025.

CITY OF CELINA

By: _____
Name: Robert Ranc
Title: City Manager
Date: _____

OWNER: CELINA ECONOMIC DEVELOPMENT CORPORATION (CEDC)

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A
Legal Description

Being a tract of land situated in the John Willock Survey, Abstract No. 975 and the B.B.B. & C. R.R. Co. Survey, Abstract No. 132, Collin County, Texas and being comprised of 4 tracts of land: l. the remainder of a called 15.53 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20170627000840990, Official Public Records, Collin County, Texas; 2. the remainder of a called 34.815 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20090224000202330, said Official Public Records; 3. All of a tract of land described in Deed to Martinek Grain + Bins, Inc. as recorded in 2003-0233676, said Official Records and being the same tract of land that is now known as Lot 1, Block 56-Rl, Town of Celina, an addition to the City of Celina, Collin County, Texas according to the map or plat recorded in Volume 2019, Page 389, Plat Records, Collin County, Texas; 4. And being all Tract Two - a tract of land described in Deed to South Side of Ash, LLC as recorded in Instrument No. 20090224000202360, said Official Public Records, and being more particularly described herein as follows:

BE GINNING at a 1/2 inch iron capped iron rod stamped (1519) found at the intersection of the East Right-of-Way line of the BNSF Railway Company Railroad and the South Right-of-Way line of Ash Street (a called 60' R.O.W.) for the Northwest corner of said Tract Two;

THENCE South 78 degrees 36 minutes 22 seconds East, with the North line of said Tract Two common to the South line of said Ash Street, passing at a distance of 69.97 feet a 1/2 inch capped iron rod found at the Northeast corner of said Tract Two common to the Northwest corner of said 15.53 acres remainder tract, and continuing along said course, with the North line thereof, passing at a distance of 369.94 feet a 1/2 inch iron rod found at the Northeast corner of said 15.53 acres remainder tract common to the Northwest corner of said Lot 1, and continuing along said course, with the North line thereof, a total distance of 378.61 feet to a 1/2 inch iron rod found in the Southwest Right-of--Way line of Business Highway 289 -- also known as Oklahoma Drive (a public road) for the Northeast corner of said Lot 1, said rod being in a curve to the left having a radius of 230.00 feet;

THENCE Along said curve to the left, with the Easterly line of said Lot 1 common to the Westerly line of said Business 289, an arc length of 43.30 feet (whose chord is South 09 degrees 56 minutes 50 seconds East, a distance of 43.24 feet) to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set for corner;

THENCE South 20 degrees 23 minutes 12 seconds East, continuing with said common line thereof, a distance of 206.86 feet to a 1/2 inch capped iron rod stamped (1519) found for corner;

THENCE South 17 degrees 58 minutes 56 seconds East, continuing with said common line thereof, a distance of 10 .28 feet to a 1 /2 inch capped iron rod stamped (1519) found in the

in the recognized South line of said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey and said 15.53 acres remainder tract for the Southeast comer of said Lot 1;

THENCE South 89 degrees 13 minutes 17 seconds East, with the North line of said 15.53 acres remainder tract and said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said common to the West line of said South Oklahoma Drive, a distance of 4.98 feet to a 5/8 inch iron rod set in the West line of said Business Highway 289 for the most Easterly Northeast corner of said 15.53 acres remainder tract;

THENCE South 06 degrees 12 minutes 51 seconds East, with the East line of said 15.53 acres remainder tract common to the West line of said Business Highway 289, a distance of 138.89 feet to a 5/8 inch iron rod set for corner;

THEN CE South 0 1 degrees 09 minutes 16 seconds East, continuing with said common line thereof, passing at a distance of 1.22 feet a capped iron rod found by a wood fence corner post for reference, and continuing along said course, generally along and near a fence, a distance of 110.40 feet to a 5/8 inch iron rod set in the North line of said 34.815 acres remainder tract for the most Easterly Southeast comer of said 15.53 acres remainder tract;

THENCE North 89 degrees 32 minutes 44 seconds East, with the North line of said 34.815 acres remainder tract, a distance of 37.78 feet to a cotton spindle found in said Business Highway 289 for the Northeast comer of said 34.8 l 5 acres remainder tract;

THENCE South 00 degrees 47 minutes 38 seconds East, with the East line of said 34.815 acres remainder tract, along said Business Highway 289, a distance of 1391.55 feet to a "Mag" nail found for the Southeast corner of said 34.815 acres remainder tract common to the Northeast corner of a called 14.874 acres tract of land described in Deed to s Broadway Development LLC as recorded in Inst. No. 20210329000622000, said Official Records;

THENCE South 89 degrees 15 minutes 30 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 14.874 acres tract, a distance of 129.54 feet to a 1/2 inch capped iron rod found for corner;

THENCE South 59 degrees 34 minutes 45 seconds West, with the Southerly line of said 34.815 acres remainder tract common to the Northerly line of said 14.874 acres tract, a distance of 220.05 feet to a 1/2 inch iron rod found for a corner of said 34.815 acres remainder tract common to the Northeast corner of a called 4.554 acres tract of land described in Deed to City of Celina as recorded in 20220216000267040, Official Records, Collin County, Texas;

THENCE North 89 degrees 59 minutes 17 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 4.554 acres tract, passing the Southwest corner of said 34.815 acres remainder tract common to the Southeast corner of

said 15 .53 acres remainder tract, and continuing along said course, with the South line thereof, passing at a distance of 348.65 feet a 1/2 inch capped iron rod found for reference, and continuing along said course, a total distance of 354.23 feet to a 5/8 inch iron rod set for corner at the beginning of a curve to the right having a radius of 1000.00 feet;

THENCE Along said curve to the right, with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, an arc length of 198.71 feet, (whose chord is North 84 degrees 17 minutes 43 seconds West, a distance of 198.38 feet) to a 5/8 iron rod set at the end of said curve for corner;

THENCE North 78 degrees 36 minutes 12 seconds West, continuing with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, a distance of 52.70 feet to a 1/2 inch capped iron rod stamped (BOHLER) found in the East line of said Railroad for the Southwest corner of said 15 .53 acres remainder tract common to the Northwest corner of said 4.554 acres tract;

THENCE North 11 degrees 20 minutes 33 seconds East, with the Westerly line of said 15.53 acres remainder tract common to the Easterly line of said Railroad, passing at a distance of 1430.04 feet a capped iron rod found for reference, a distance of 1748.85 feet to a 5/8 inch iron rod set in the recognized North line of said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said Tract Two for the most Westerly Northwest corner of said 15.53 acres remainder tract;

THENCE South 89 degrees 06 minutes 01 seconds West, with the South line of said Tract Two and said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey, a distance of 20.50 feet to a 5/8 inch iron rod set for the Southwest comer of said Tract Two, said rod also being in the Easterly line of said Railroad;

THENCE North 11 degrees 20 minutes 01 seconds East, with the Westerly line of said Tract Two common to the Easterly line of said Railroad, a distance of 335.64 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 31.858 acres of land, more or less.

SAVE AND EXCEPT

Starting at the most Southwestern corner of CELINA ECONOMIC DEVELOPMENT CORPORATION (Prop ID: 2927275) as the starting point:

THENCE, S78-36-31E for 52.76 feet,

THENCE S78-57-30E for 10.7 feet,

THENCE S79-36-28E for 12.04 feet,

THENCE S81-02-16E for 38.28 feet,

THENCE S82-47-07E for 21.88 feet,

THENCE S83-52-18E for 16.87 feet,

THENCE S84-45-36E for 14.14 feet,

THENCE S86-23-43E, for 42.94 feet,

THENCE S88-27-19E, for 28.96 feet,

THENCE N89-54-50E, for 25.97 feet,

THENCE, N11-15-38E for 1488.03 feet

THENCE N89-35-26E, for 310.35 feet,

THENCE N1-46-57E, for 42.29 feet,

THENCE N1-17-23W, for 110.82 feet,

THENCE N5-35-00W, for 138.33 feet,

THENCE S89-13-21W, for 4.98 feet,

THENCE N20-16-22W, for 217.13 feet,

THENCE N14-00-11W, for 10.74 feet,

THENCE N10-45-14W for 15.34 feet,

THENCE N6-41-53W, for 17.21 feet,

THENCE N78-36-22W, for 378.61 feet,

THENCE S11-20-01W, for 335.64 feet,

THENCE N89-05-58E for 20.5 feet,

THENCE S11-20-33W, for 1,748.85 feet back to the starting point for a total of 15.3965 Acres.

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:	Barbara Hoskins
Date:	April 8, 2025
Re:	Bid 2025-016 Project Management Services MSA

Action Requested:
Consider and act to award RFQ 2025-016 for on-call Project Management Services with Johnson, Mirmiran & Thompson, Inc. to establish a Master Services Agreement. (Quigley)

Background Information:
The scope of work may include attendance in on-site and virtual construction meetings, site inspections and providing reports, review of RFIs, submittals, change orders and pay applications, involvement in design development and construction segments, and management of the construction processes on behalf of the City of Celina until final completion.

The Master Services Agreement (MSA) utilized work authorizations (sub-agreements) for all work assignments under this MSA. Each assignment that exceeds $50,000 will be presented to City Council as the assignment occurs.

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

Supporting Documents:
1. Agenda Recap - Final
2. Scoring Round Summary
3. 2025-016 Project Management Services Agreement_JMT Partially
4. Presentation - Project Management Services MSA

Financial Consideration:
There are no current funding considerations.

Staff Recommendation:
Staff recommends awarding the Master Service Agreement as presented.

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-016

SOLICITATION NAME: Project Management Services for Capital Improvement Projects

PROJECT #: n/a

Bid Opening Date 01/21/2025 Bid Opening Time: 10:00 AM

Number of Invitations Sent/Vendors Notified: 625
Number of Submissions: 10
Number of Non-Responsive Bids: 1
Number of Responsive Bids: 9
Number of No Bids 2
Did any vendor invoke the Local Preference per our policy (Y/N) N

Review/Evaluation:

During the initial evaluation process, which commenced on January 21, 2025, the Purchasing Department determined that one firm, HP Engineering, was deemed non-responsive due to their failure to provide the required estimator on staff. The remaining vendors were subsequently forwarded to the department for further review, starting on January 27, 2025, based on the criteria specified in the bid documents. Evaluations were completed by February 20, 2025, and the top-ranked firm was selected to enter into negotiations. A draft Master Service Agreement was negotiated and successfully approved by the selected vendor. Work authorizations will be issued on an on-call basis; any work authorization greater than or equal to $50,000 will be brought before the council for approval prior to issuing a purchase order.

Coop/Sole Source: n/a

Recommendation:
Upon Review, the requesting department recommends the following: Johnson, Mirmiran & Thompson (JMT)

Contract Term: 1 year with 4 optional 1-year renewals

Submitted By: 3/25/25 Date:

Supplier Scoring Summary

Supplier	Rank	Score	Bid Evaluation	Round 2 - Experience of the Firm	Project 1	Project 2	Project 3	Project 4	Project 5	Round 2 - Project Team	SOQ Question #1	Round 2 - Approach and Methodology	SOQ Question #1	SOQ Question #2	SOQ Question #3	Round 2 - Sample Construction	Sample Construction Report
		100			10.00	10.00	10.00	10.00	10.00		25.00		5.00	5.00	5.00		10.00
Johnson, Mirmiran & Thompson,	1	95.83			10.00	9.67	9.83	9.50	9.50		24.00		5.00	4.50	3.83		10.00
CW Management Group, LLC	2	82.50			8.67	7.67	7.33	8.83	7.33		18.33		5.00	4.67	4.67		10.00
Kitchell	3	80.33			7.50	8.33	8.67	8.50	5.17		22.00		4.67	3.83	2.67		9.00
Turner & Townsend Heery, LLC	4	78.83			8.67	9.67	7.83	6.50	8.33		22.33		3.67	4.17	4.67		3.00
Broaddus & Associates	5	77.67			6.67	7.17	7.83	9.33	9.33		20.00		4.67	3.00	2.67		7.00
CYMCOR, Inc	6	74.17			6.83	6.50	7.00	7.67	7.83		18.00		4.67	5.00	2.67		8.00
AG|CM, Inc.	7	73.00			6.33	7.00	5.67	5.67	9.00		21.67		5.00	4.33	2.33		6.00
Jonathan Partners, LLC	8	53.17			5.33	5.67	6.00	5.33	4.67		16.67		2.00	3.17	2.33		2.00
Skanska USA Building Inc.	9	45.33			3.33	3.33	3.17	3.67	5.00		14.67		3.33	1.67	2.17		5.00
		73.43			7.04	7.22	7.04	7.22	7.35		19.74		4.22	3.81	3.11		6.67

AGREEMENT BETWEEN OWNER AND CONTRACTOR
FOR
PROJECT MANAGEMENT SERVICES—WORK AUTHORIZATION EDITION MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **CITY OF CELINA** (Owner) and **Johnson, Mirmiran & Thompson, Inc. (**Contractor). Other terms used in the Agreement are defined in Article 7.

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

Owner and Contractor further agree as follows:

ARTICLE 1—SERVICES OF CONTRACTOR

1.01 General

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

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

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

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

2. Owner and Contractor both sign the Work Authorization.

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

E. Contractor will perform the work in accordance with the generally accepted degree of skill and care ordinarily exercised by members of Contractor's profession practicing at the same time and locale, under similar circumstances.

1.02 Work Authorization Procedure

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

B. Each specific Work Authorization will indicate:

1. Project Background Data.

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

3. Additions or Modifications to Owner's Responsibilities.

4. Work Authorization Schedule.

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5. Contractor ’s Compensation for Work Authorization; and
6. Primary Subcontractors, if any.

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

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

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

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

1.03 Management of Contractor Services

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

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

ARTICLE 2—OWNER’S RESPONSIBILITIES

5.01 Application of Owner’s Responsibilities

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

5.02 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Contractor with

information and data needed by Contractor in the performance of the Specific Project, including Owner's:

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

5.03 Owner's General Responsibilities

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

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

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

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

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

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

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

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

H. Owner shall:

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

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

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

4. Perform or provide the following:

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

5.04 Payment

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

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

A. This Agreement will be effective for one year and can be renewed for up to four additional one-year terms.

B. All Work Authorizations issued during any term of the Agreement shall be in effect through the timeline listed in the exhibit to the Work Authorization.

3.02 Commencement

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

3.03 Time for Completion

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

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

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

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

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ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

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

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

4.02 Payments

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

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

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

4.03 Basis of Compensation

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

ARTICLE 5—OPINIONS OF COST

5.01 Budget Estimates/Opinions of Probable Cost

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

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance.

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

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

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

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

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

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

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

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

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

6.02 Insurance

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

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

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

6.03 Suspension and Termination

A. Termination for Cause—Work Authorization

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

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

6.04 Successors, Assigns, and Beneficiaries

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

6.05 Dispute Resolution

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

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

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

parties may exercise their rights at law.

6.06 Controlling Law; Venue

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

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

6.10 Indemnification and Mutual Waiver

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

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

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

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

6.11 Miscellaneous Provisions

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

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

Authorization will survive completion or termination for any reason.

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

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

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

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.01 Exhibits to Main Agreement

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

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

8.02 Appendices to Main Agreement

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

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

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

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

8.04 Executed Work Authorizations and Their Exhibits

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

8.05 Total Agreement; Amendments to Main Agreement and Work Authorizations

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

B. Amendments:

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

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

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

8.06 Designated Representatives

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

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

8.07 Contractor 's Certifications

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

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

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

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

8.08 Conflict of Interest

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

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

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

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

CITY OF CELINA	**Johnson, Mirmiran, & Thompson Inc.**
	Trevor Castilla Trevor Castilla (Mar 27, 2025 15:49 CDT)
Signature	Signature
	Trevor Castilla
Printed Name	Printed Name
	03/27/2025
Date	Date
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **Attn: Contracts** **469-813-4194** **Purchasing@celina-tx.gov**	

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2025-016	MAPS Date:	03/12/2025

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

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

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

1. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

Johnson, Mirmiran & Thompson Inc.

Signature

Printed Name & Title

Date

AMENDMENT TO WORK AUTHORIZATION
AMENDMENT 1

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

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner) and **Johnson, Mirmiran & Thompson Inc** (Contractor) for **Project Management Services** (Services); the Owner and the Provider hereby agree as follows:

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

a. Example

AMENDMENT

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

CITY OF CELINA	**Johnson, Mirmiran & Thompson Inc.**
_____	_____
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

PROJECT MANAGEMENT SERVICES –
MASTER SERVICE AGREEMENT

April 8th, 2025

Dawn Berry, Purchasing Director
Kimberly Brawner, Assistant City Manager



BACKGROUND

- The City advertised a request for qualifications (RFQ) on December 23, 2024 for vendors to provide Project Management Services overseeing our Downtown Center project, as well as future CIP projects.

- The City received ten (10) responses from vendors on January 21, 2025.

- Staff completed scoring of vendors received and selected the highest scorer.

PROJECT MANAGEMENT SERVICES

- Provide both Project Management and Construction Management personnel to be present in meetings and on site to verify specifications and work is completed per the architects and engineering design. Provide site inspections and oversee testing to verify all materials and installation meet code and adhere to approved design standards.
- Site work will include but not be limited to field change directives, notice of non-compliance, site reports, specialty equipment vendor coordination, technology coordination and furniture / accessory installation coordination.
- Actively review and generate documents / construction records in Procore Construction Management software. Review and find any inconsistencies that require attention and revision regarding: Submittals, RFI's (request for proposals), Change Orders, ASI's (architectural supplemental information), Punch lists and Pay Applications.

PROJECT MANAGEMENT SERVICES

- Be present or on video conference for weekly or bi-weekly construction meetings to discuss scope, schedule, quality and coordination issues.
- Be present at all critical segments of the construction phases throughout the life of the project. Any non-compliance notices will be issued, filed and distributed to the contractor for corrective action. Coordinate final walk through with architect, owner and CMAR and oversee the punch list of items needing correction. Make recommendations to the architect and owner concerning substantial completion and final acceptance.

SCORING CRITERIA

- Experience of Firm – (50 points)
- Project Team – (25 points)
  - ❖ CCM on staff (Certified Construction Manager), overall experience
  - ❖ CPE on staff (Certified Project Estimator)
  - ❖ Availability of additional construction professional
- Approach & Methodology – (15 points)
  - ❖ How firm will plan, implement & manage programs utilizing program/projects management software.
  - ❖ Experience with Procore & Mygov
- Sample Construction Report – (10 points)
- Top Firm – greatest number of points

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Dailyn Cruz
Date:	April 8, 2025
Re:	Pecan St ROW Acquisition Contract

Action Requested:
Consider and act to approve a work authorization for right-of-way and easement acquisition services from Specialty Land Services, for the right-of-way and temporary construction easement acquisition for the Pecan St improvements project in an amount not to exceed $77,000.00. (Glasgow)

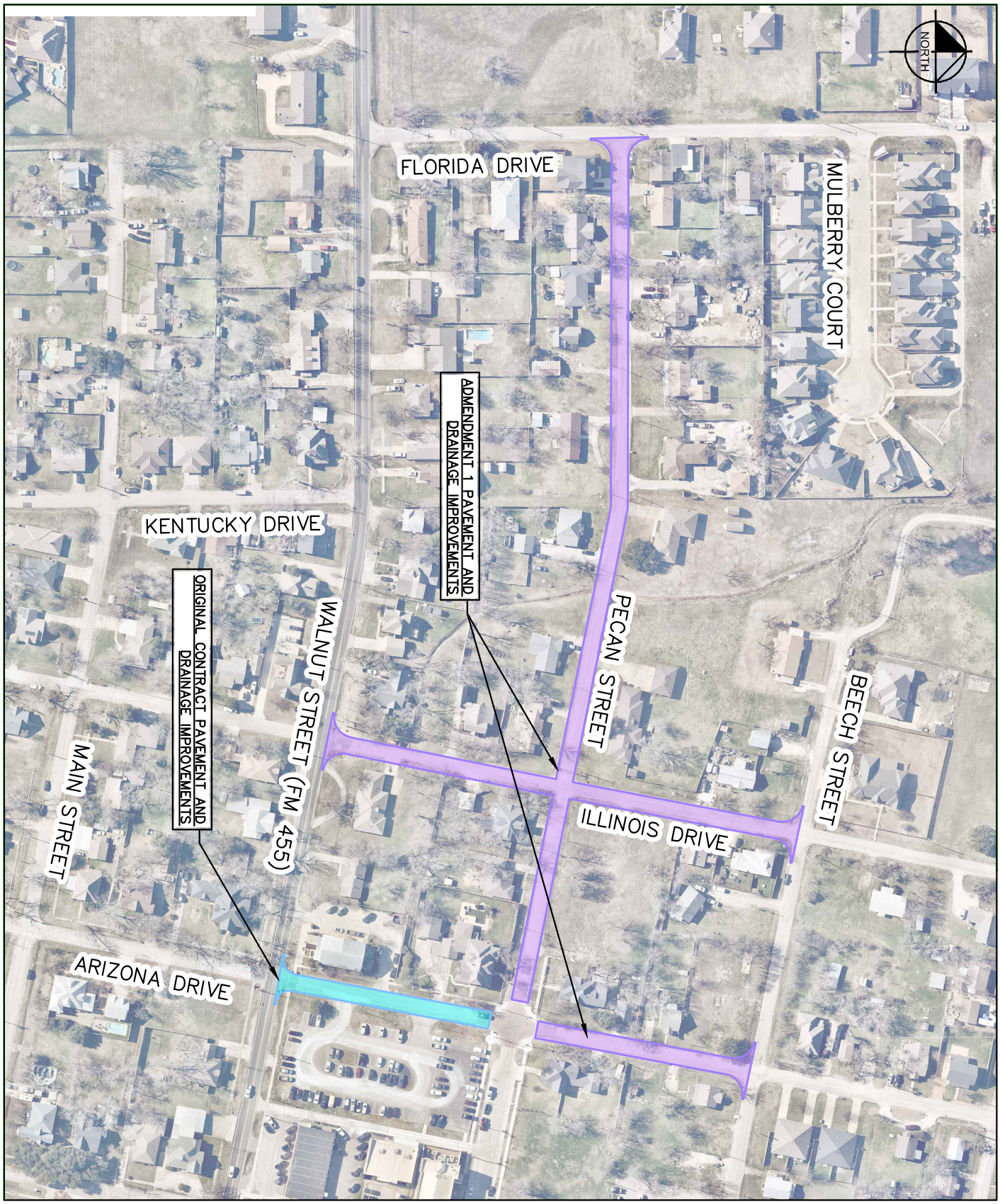
Background Information:
Service includes right-of-way (ROW) and temporary construction easement (TCE) acquisition and appraisal services for parcels along Pecan St from Arizona Dr to Florida Dr. The City maintains an executed Master Services Agreement for Professional Services with this engineering firm for on-call services.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Location Map
2. R86- Pecan Street ROW - Task Order
3. VII--Y--Pecan St ROW Acquisition Contract Presentation

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

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



Kimley»Horn
400 N. OKLAHOMA DR., SUITE 105
CELINA, TEXAS 75009
PHONE: (469) 501-2200 | www.kimley-horn.com

CELINA TEXAS EST. 1876
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TITLE:
ARIZONA DRIVE & AMENDMENT 1 PAVING IMPROVEMENTS EXHIBIT

Locations:
1. *ARIZONA DRIVE FROM WALNUT STREET (FM 455) TO PECAN STREET*
2. *PECAN STREET FROM FLORIDA DRIVE TO ARIZONA DRIVE*
3. *ILLINOIS DRIVE FROM WALNUT (FM 455) TO BEECH STREET*
4. *ARIZONA DRIVE FROM PECAN STREET TO BEECH STREET*

JOB NO.:	
SCALE:	1" = 200'
DATE:	05/07/2024
SHEET:	*Exhibit 1*

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2023

WORK AUTHORIZATION

MAPS # _____ **MAPS DATE:** _____

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

Consultant:	Specialty Land Services LLC		
Consultant Project #:			
Project Name:	Pecan St Right of Way		
Purchase Order#		**Project #(s)**	R86

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Master Agreement for Professional Services (MAPS). Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings / Plans are / are not attached.**
4. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Work Order.
5. **Other:**

CONSULTANT PROVIDED INFORMATION:

1. **Scope of Work:** **Appraisals & Title Reports**
2. **Compensation:** **$77,000.00 – Cost breakdown attached as Exhibit A**
3. **Timeline:** **N/A**

ACCEPTANCE:

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

CITY OF CELINA	**CONSULTANT**
	Buddy Minett
	Signature
Dawn Berry, Purchasing Manager	Buddy Minett – President
Date	1/27/25 Date

Exhibit A
Easement Parcel List

Property ID	Property Owner	Legal Description	Billing Description	Fee
152009	Jose & Catalina Sierra	PERKINS ADDITION, LOT 24D	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
1586091	**Doris Fraley**	**PERKINS ADDITION, LOT 24E**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982752	**Michael Stone**	**PERKINS ADDITION, LOT 24A**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982761	**Ildefonso Flores**	PERKINS ADDITION, LOT 24B	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982798	**Ann Norres**	PERKINS ADDITION, LOT 25B	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982789	**Jose Martinez**	PERKINS ADDITION, LOT 25A	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
2826586	**David Talley**	**WILLARD ROLLERTOWN ESTATES (CCL), BLK A, LOT 1**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
2826587	**Daniel Cooper**	**WILLARD ROLLERTOWN ESTATES (CCL), BLK A, LOT 2**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982404	**Wendy Vitz**	**PERKINS ADDITION (CCL), LOT 2B**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982397	**Douglas Cobb**	**PERKINS ADDITION (CCL), LOT 2A**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
982388	**Mary Henderson**	**PERKINS ADDITION (CCL), LOT 1**	ROW	$ 3,000.00
			Appraisal	$ 3,500.00
			Title Report	$ 500.00
			Total	**$ 77,000.00**

PECAN ST ROAD IMPROVEMENTS ROW ACQUISITION CONTRACT

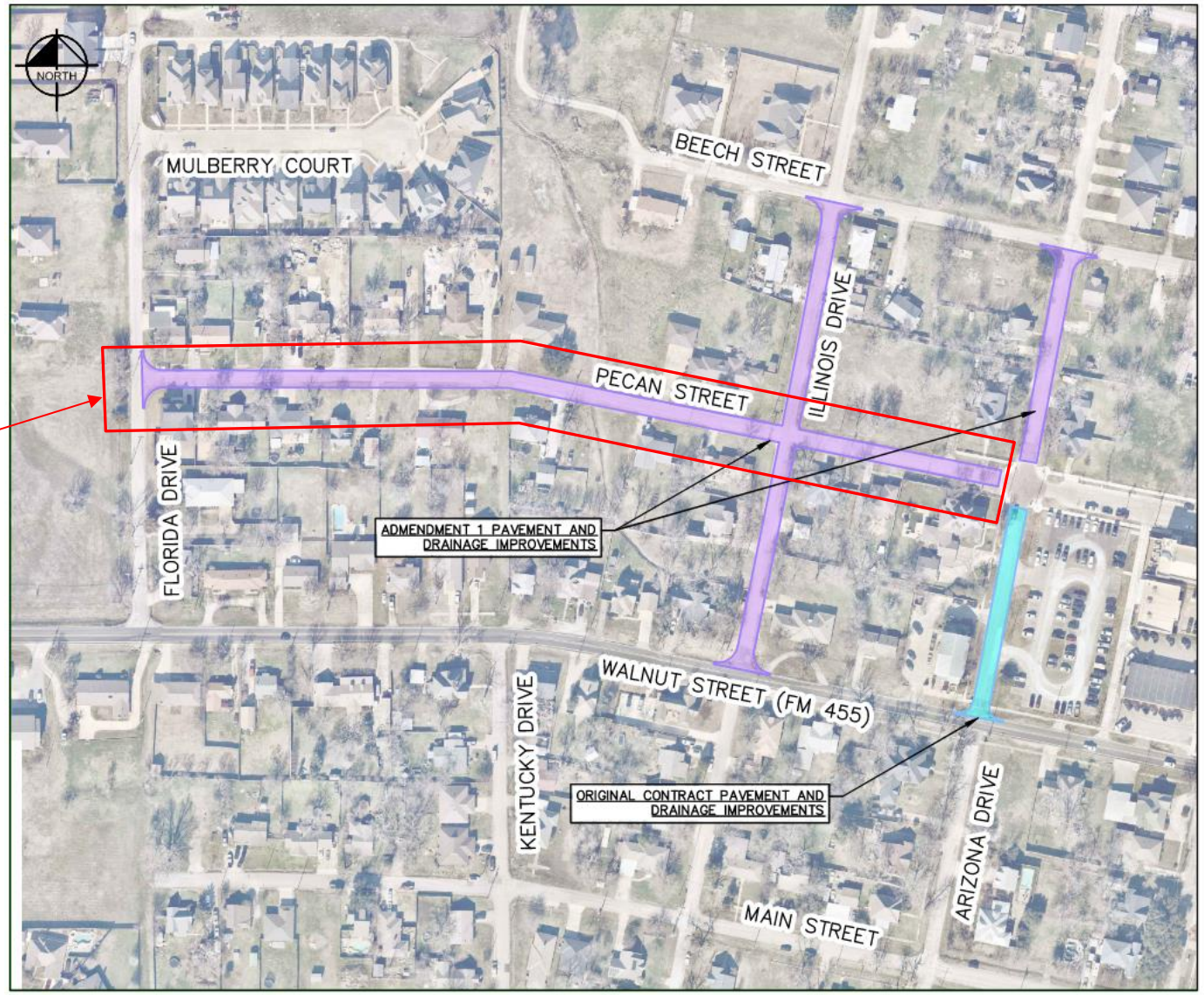
(ARIZONA DR TO FLORIDA DR)

April 8th, 2025



LOCATION MAP

ROW Needs along Pecan St only



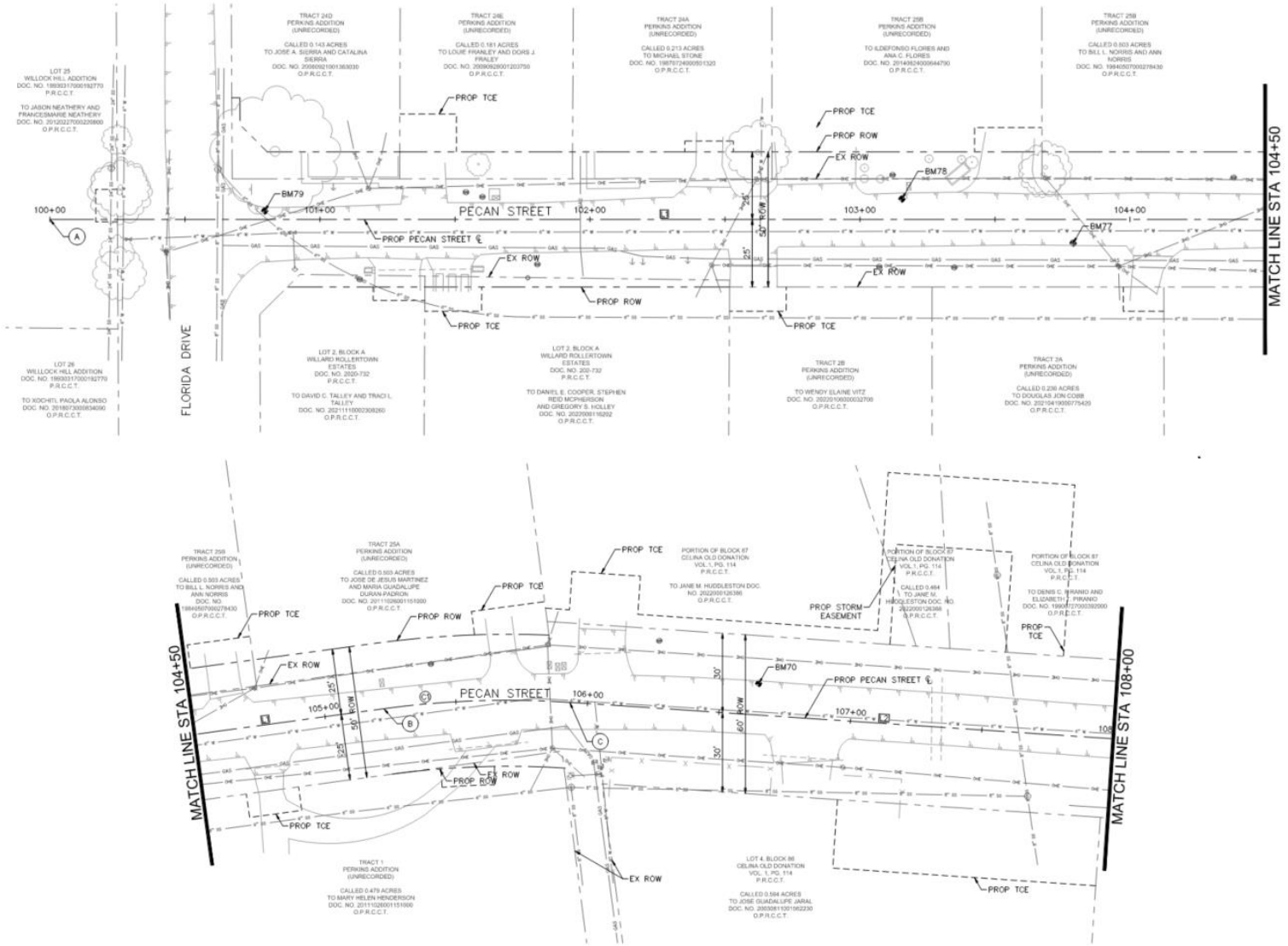
FACTS

A. Background: The City Council approved the design of Pecan Street from Arizona Drive to Florida Drive during the June 11, 2024, City Council meeting. The 60% design has identified the right-of-way and easements that will be needed for the construction of this section of the roadway.

B. Project Description: This contract with Specialty Land Services (SLS) includes right-of-way (ROW) and temporary construction easement (TCE) acquisition and appraisal services for parcels along Pecan St from Arizona Dr to Florida Dr.

C. Total cost: $77,000

ROW PARCEL AREAS MAP



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:	Barbara Hoskins
Date:	April 8, 2025
Re:	Project Management Services Work Authorization

Action Requested:
Consider and act to authorize a work authorization with Johnson, Mirmiran & Thompson, Inc. (JMT) for Project Manager Services for the Downtown Center in an amount not to exceed $608,726.09. (Berry)

Background Information:
Construction of the Downtown Center Parking Garage is proceeding rapidly. The City is seeking project support to ensure the highest quality product and the greatest return on investment. The main aspect of support for the project will be via the Project Management and Construction Management roles. Items the JMT team will review are submittals, requests for information, pay applications, meeting minutes, request for proposals, change orders, field change directives, architectural supplemental information, and site visit reports. Other coordination and support will also be provided by the JMT team as needed. JMT will provide services for the duration of the construction of the Downtown Center as well as the Parking Garage.

The City maintains an executed Master Agreement for Professional Services with this engineering firm for on-call services. Council authorized the agreement in 2025 for a period of five years.

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

Supporting Documents:
1. Work Authorization1_JMT Downtown Center
2. Project Mgmt Services Presentation 04.02.25

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 approving the work authorization as presented.

EXHIBIT 1 - WORK AUTHORIZATION

MAPS #	2025-016	MAPS Date:	03/12/2025

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

Project Name:	Downtown Center		
Task Order #		**Task Order Date:**	
Project #	B33	**Purchase Order#:**	
Contractor Representative:	Anthony Simmons	**Owner Representative:**	Kimberly Brawner

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

1. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for contractor services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
2. **Date and Time to Commence:** Upon Receipt of Purchase Order, Signed Work Authorization.

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA

Signature

Printed Name & Title

Date

Johnson, Mirmiran & Thompson Inc.

Trevor Castilla
Trevor Castilla (Mar 27, 2025 16:10 CDT)
Signature

Trevor Castilla
Printed Name & Title

03/27/2025
Date

March 20, 2025

Kimberly Brawner
Assistant City Manager – Public Services
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Exhibit A Scope of Work
JMT Job No. 24-04123-001
Client Ref No. 2025-016

Dear Ms. Brawner:

Johnson, Mirmiran & Thompson, Inc. (JMT) is pleased to submit a Fee Proposal for Project Management Services for the Downtown Center and Parking garage project.

Project Summary:

Phase 1 (ongoing construction) – Four-story 25,202 square foot parking garage with 400 spaces. Design includes masonry exterior and structural concrete.

Phase 2 – 115,245 square foot facility that will centralize essential City services. Key features include a 26,209 square foot multi-floor library and a rooftop community space.

As discussed, the schedule is anticipated to be:

1. Commencement of services approximately April 28, 2025.
2. Downtown Center substantial completion by September 30, 2026 and completion of PM services October 31, 2026.

The focus of the Project Management Services is to manage the following tasks:

The main aspect of support for the project will be via the PM and CM roles. The PM position is allocated an average of 6 hours per week and CM position is allocated an average of 20 hours per week for the first 3 months, 40 hours per week for 14 months, and 24 hours per week for 1 close out month.

Information Flow

All project information will be reviewed and coordinated by JMT's Construction Manager. The Procore project site will continue to serve as hosting and PM software, JMT's PM and CM will utilize and interact with the existing Procore site. Documents to be reviewed include, but are not limited to:

- Submittals
- Requests for Information (RFI's)
- Pay applications
- Meeting minutes
- Request for proposals (RFP's)
- Change orders
- Field change directives
- Architectural supplemental information (ASI's)
- Notice of non-compliance
- Site visit reports
- Punch lists
- Furniture coordination
- Technology vendor coordination
- Specialty equipment vendor coordination

Information Filing
JMT will use Procore Project Management software to generate and file all the construction records. The software license is already in place for use by the Architect, Contractor, and other parties, and will not require the purchase of additional licenses.

Pre-Construction Services
Since the Parking Garage is currently under construction and the GMP for Downtown Center has been established, JMT will review the Schedule of Values for any inconsistencies or refinements that require attention and revision.

Pre-Construction Meeting
Since the garage portion of the project is currently under construction, JMT will review current SOP's related to ongoing activities and bring any deficiencies to the attention of the owner.

JMT will facilitate and attend Pre-Con meeting for the Downtown Center building prior to construction commencement.

Owner/Architect/Contractor Construction Meetings
JMT's PM will be present or on video conference for weekly or bi-weekly construction meetings at the project site/construction office. The intent of the meetings will be to discuss scope, schedule, quality and coordination issues. Representatives from the City (if so appointed), Architect, and Contractor will attend. JMT will review and comment, if needed, on meeting minutes by COB the day after the meeting to all on the distribution list. If the project is progressing as expected, JMT and the owner may agree to be present every other week rather than every week.

Reports and Deliverables

The CMAR will continue to record and produce meeting minutes, logs and reports via Procore. JMT will review

- Construction Report Monthly
- Meeting Minutes Weekly review
- Meeting Agendas Weekly review
- RFI/Submittal Logs Weekly review
- Change Order Log Weekly review

Note: JMT deliverables are independent of the Architect's and Contractor's. The Contractor and Architect will still be responsible for providing deliverables as per the contract documents and Agreement with Owner.

Change Order Process
Any changes to the project will be reviewed by JMT and the Architect (including its consultants). JMT will review all change order proposals from the Contractor and provide recommendations to the owner for action.

Pay Applications
JMT will review applications for payment with the Contractor for compliance with contract requirements for their submission and forward the copies with recommendations to the Architect. JMT will note particularly the relationship of the payment requested to the schedule of values, work completed, and materials delivered to the site but not incorporated in the work. JMT will also ensure that the City (Owner) payment procedures and policies are followed.

Construction Observations
JMT will conduct on-site observations of all work in progress to determine that it is in general conformance with the Contract Documents. JMT will be present at all critical segments of the construction process and during all critical construction phases throughout the life of the project. Site visit reports will be prepared by JMT's Construction Manager and filed within the Procore system. Any non-compliance will be discussed directly with the General Contractor. Non-compliance Notices will be issued and filed as necessary by JMT or the Consultants and distributed to the Contractor for corrective action.

Substantial Completion
JMT will coordinate a final walk thru with the Architect, Owner's Liaison, and the Contractor. JMT will assist the Architect in preparing a punch list of items to be completed or corrected. JMT will verify that all items on the punch list have been completed or corrected and make recommendations to the Architect and the Owner concerning Substantial Completion and acceptance.

Owner Contracts
JMT will coordinate the work performed by other vendors under separate contract to Owner, such as furniture, technology and specialty equipment vendors, as needed.

Project Closeout and Warranty Coordination

JMT will verify that the General Contractor delivers “As Built” documents, warranty documentation, and a list of all subcontractors and installers used throughout the project. Electronic versions of such documents will be provided by the Contractor and distributed to the Owner.

Tasks Not Included:
Advise or issue directions regarding or assume control over safety precautions and programs in connection with the work; Perform any environmental assessments or surveys; “Expert Witness” services are not included in this proposal.

Assumptions:
JMT is providing this quotation based on the following assumptions:

1. The Architect firms and Contractors have been retained, JMT will not lead the A/E and CMAR selection process.
2. Permit drawings and permit application has been completed for Downtown Center.
3. Total project time is estimated to be 18 months and includes design completion, bidding, construction, and project closeout. See above description for estimated project milestones.
4. JMT will have full access to the construction site throughout the duration of the project for the purpose of fulfilling contracted services.

Professional Services Fees
Based on the Fee Schedule attached, we propose a lump sum contract with a fee of $608,726.09 for the period described in the Scope of Work and Services.

Should additional work be required, or if the scope of work is changed, additional time will be billed at our standard rates:

Principal-in-Charge	$280 per hour
Project Manager	$253 per hour
Assistant Project Manager	$185 per hour
Estimator	Sunland Subcontractor
Mechanical Reviewer	$243 per hour
Schedule Reviewer	$137 per hour
Construction Manager	$151 per hour

Work will start 7 calendar days after we receive the signed agreement and notice to proceed, and according to services activation expected to be the end of April or beginning of May, 2025.

We appreciate this opportunity to provide you with our proposal, and we look forward to discussing it with you to confirm that it aligns with your requirements. If you have any questions or need further information, please do not hesitate to contact me at 214-600-1847 or asimmons@jmt.com.

Very truly yours,

Johnson, Mirmiran & Thompson, Inc.



Anthony R. Simmons, CCM
Assoc. Vice President

Enclosures – Fee Schedule Exhibit B, Sunland Estimating Letter

Cc: Trevor L. Castilla, PE, CFM,
Vice President

Exhibit B - Compensation

ITEM	DESCRIPTION	Principal in Charge	PM	APM	Mechanical Reviewer	Schedule Reviewer	CM	COSTS
Hourly Rate		**$280**	**$253**	**$185**	**$243**	**$137**	**$151**	
	Scope	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	
Construction Phase	**18 Months (March 2025-October 2026)**	**18**	**439**	**77**	**80**	**36**	**2666**	
	Serve as owner's Point-of-Contact							
	Create or manage Project Management Plan							
	Review documents/outlines, safety plans, environment compliance plans, etc.							
	Implement Change Management Plan							
	Conduct construction inspections, meetings with updates							
	Conduct site visits, monitor progress, advise on progress							
	Review compliance of plans, specifications, & conditions							
	Provide field and quality assurance observation							
	Observe information flow during construction, submittals, RFIs, reports, etc.							
	Facilitate furniture installation (separately procured by the Owner)							
	Coordinate with Architect & Contractor on all construction phases							
		$5,040	$110,966	$14,319	$19,440	$4,932	$402,566	$557,263
	Scope	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	
Post Occupancy Phase	**2 Months (November-December 2026)**	**4**	**26**	**9**	**0**	**0**	**103**	
	Closeout the project							
	Verification of final completion							
	Final payment							
	Record documents review							
	O&M documentation review							
	Warranty document review							
	Turn over all project documentation							
		$1,120	$6,527	$1,591	$0	$0	$15,583	$24,822
	Procore License - N/A Procore license in place							$0.00
	Sunland - Estimating Sub Allowance w. 10% markup. Actual hours and rates will be invoiced per the Sunland Fee Schedule.							$0.00
								$15,000.00
	Miscellaneous Expenses, estimated at 2% of Fees							$11,641.69
	TOTAL COSTS							**$608,726.09**

March 20, 2025

Kimberly Brawner
Assistant City Manager – Public Services
City of Celina
142 N. Ohio St
Celina, TX 75009

RE: Exhibit C Timeline
JMT Job No. 24-04123-001
Client Ref No. 2025-016

The timeline for the Downtown Center and Parking Garage project is understood to be as follows:

I. Submit for Council approval 4.14.25
II. Council approval 4.15.25
III. Contract execution 4.18.25
IV. Commence services 4.28.25
V. Completion of services 10.31.26

If you have any questions or need further information, please do not hesitate to contact me at 214-600-1847 or asimmons@jmt.com.

Very truly yours,

Johnson, Mirmiran & Thompson, Inc.



Anthony R. Simmons, CCM
Assoc. Vice President

Cc: Trevor L. Castilla, PE, CFM,
Vice President

PROJECT MANAGEMENT SERVICES - WORK AUTHORIZATION

April 8, 2025

Kimberly Brawner
Assistant City Manager



Project Management Service Hours



Project management support services via Project Manager and Construction Manager roles.

- PW allocating an average of 6 hrs. per week
- CM allocating an average of 20 hrs. per week, the first three months, 40 hrs. per week for 14 months and 24 hrs. per week for 1 close out month

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DESCRIPTION	Principal in Charge	PM	APM	Mechanical Reviewer	Schedule Reviewer	CM	COSTS
	$280	$253	$185	$243	$137	$151	
Construction Phase Scope	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	
18 Months (March 2025-October 2026)	**18**	**439**	**77**	**80**	**36**	**2666**	
Serve as owner's Point-of-Contact							
Create or manage Project Management Plan							
Review documents/outlines, safety plans, environment compliance plans, etc.							
Implement Change Management Plan							
Conduct construction inspections, meetings with updates							
Conduct site visits, monitor progress, advise on progress							
Review compliance of plans, specifications, & conditions							
Provide field and quality assurance observation							
Observe information flow during construction, submittals, RFIs, reports, etc.							
Facilitate furniture installation (separately procured by the Owner)							
Coordinate with Architect & Contractor on all construction phases							
	$5,040	$110,966	$14,319	$19,440	$4,932	$402,566	$557,263
Post Occupancy Phase Scope	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	
2 Months (November-December 2026)	**4**	**26**	**9**	**0**	**0**	**103**	
Closeout the project							
Verification of final completion							
Final payment							
Record documents review							
O&M documentation review							
Warranty document review							
Turn over all project documentation							
	$1,120	$6,527	$1,591	$0	$0	$15,583	$24,822
Procore License - N/A Procore license in place							$0.00
Sunland - Estimating Sub Allowance w. 10% markup. Actual hours and rates will be invoiced per the Sunland Fee Schedule.							$0.00
							$15,000.00
Miscellaneous Expenses, estimated at 2% of Fees							$11,641.69
TOTAL COSTS							**$608,726.09**

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~~
- May 2025 – Project Management Services begins
- Oct 2025 – Garage complete
- Dec 2025 – Furniture Procurement
- Nov 2026 – Government Center complete





Questions



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Marketing
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Joe Monaco, Director of Marketing & Communications
CC:	Robert Ranc, City Manager
Intiated by:	Joe Monaco
Date:	April 8, 2025
Re:	Partnership Agreement with Run Celina, LLC.

Action Requested:
Consider and act to authorize a Partnership Agreement for three years with Run Celina, LLC, for a Downtown event. (Monaco)

Background Information:
In 2024, Run Celina, LLC, successfully hosted its inaugural Turkey Trot event in Downtown Celina on Thanksgiving morning. The event attracted significant community participation and positive feedback, contributing to the vibrancy of the Downtown Square and providing a sense of community engagement. Due to the event's overwhelming success, the City of Celina seeks to extend its partnership agreement with Run Celina, LLC, for an additional three years, beginning in 2025 and concluding in 2027.

As part of this agreement, the City will waive the site reservation fee for the Downtown Square in exchange for receiving second-tier sponsorship recognition for the Turkey Trot events. This sponsorship level will provide the City with branding and promotional opportunities aligned with the event's marketing efforts.

Run Celina, LLC, will remain responsible for all costs associated with the special events permit application. This includes the application fee, the development and implementation of a traffic control plan, and all expenses related to public safety services provided by the Celina Police, Fire, and EMS departments. Additionally, Run Celina, LLC, will cover any other costs required by the City to ensure the safety and success of the Turkey Trot events. This extended partnership reflects the City's commitment to supporting community-oriented events while maintaining public safety and operational efficiency.

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

Supporting Documents:
1. Presentation
2. Partnership Agreement

Financial Consideration:
The City will waive the Site Reservation Fee for the Downtown Square.

Staff Recommendation:
Staff recommends awarding the Partnership Agreement as presented.

PARTNERSHIP AGREEMENT BETWEEN THE CITY OF CELINA & RUN CELINA, LLC.

Joe Monaco
Director of Marketing & Communications
April 8, 2025



TERMS OF AGREEMENT: CITY OF CELINA

- The City will waive the Site Reservation Fee for Downtown Square as established in the City of Celina Master Fee Chart approved by the Celina City Council, for three (3) events that occur on Thanksgiving morning in 2025, 2026, and 2027.

- In exchange for the City waiving the Site Reservation Fee for Downtown Square, the Company shall consider the City a Second-Tier Sponsor or any higher sponsorship level that aligns with the cost of the Site Reservation Fee for Downtown Square.

- Second-Tier Sponsorship will include the following: Company logo on race shirt, Company logo displayed on race website with link to the company website, Social media tags with links to your company page, Run Celina shared banner space in the start/finish chute, Company supplied promotional item in the race packet, Yard sign along the race course, 10 X 10 booth space, and four complimentary race entries.

TERMS OF AGREEMENT: RUN CELINA, LLC.

- Run Celina, LLC. will be responsible for completing the Special Events Permit Application and all of the necessary processes within the Special Events Guidelines as approved by the Celina City Council. Run Celina, LLC. will be responsible for complying with any and all applicable ordinances of the City.

- Run Celina, LLC. will be responsible for providing approved traffic control plans and for payment of any barricades around the Downtown Square for the safety of the participants, spectators, and public safety officials. Run Celina, LLC. will be responsible for the payment of four (4) Electronic Message Boards that will inform the public of an Event occurring within three (3) days prior to the agreed-upon date. Run Celina, LLC. will be responsible for the payment of any additional barricades that will be required by the City in order to provide a safe Event for the participants, spectators, and public safety personnel.

- Run Celina, LLC. will be responsible for all costs associated with the Event. The costs associated with the Event may include required fire, police, and emergency services. Run Celina, LLC. agrees to pay for all additional municipal fees, including the Special Events Permit Application fee as established in the Special Events Guidelines approved by Celina City Council and non-related City Services at an agreed-upon cost with those contractors.

QUESTIONS?





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PARTNERSHIP AGREEMENT

This **AGREEMENT** ("**Agreement**") is made by and between the CITY OF CELINA, TEXAS ("**City**") and RUN CELINA, LLC ("**Company**"), a Texas limited liability company based in Celina, Texas, acting by and through its respective authorized officers and representatives. City and Company are also each referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the City is a Home Rule Municipality located in Collin County and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Company intends to organize and host an event ("**Event**") on the City's historic Downtown Square ("**Downtown Square**") and has applied for financial assistance from the City of Celina for such Event. The Company has indicated that a Partnership Agreement with the City, including the waiving of certain costs contained in the Master Fee Chart associated with hosting the Event would significantly encourage its decision to hold the Event in Celina. The Partnership Agreement with the City to waive costs of such Event would be in exchange for sponsorship credits; and

WHEREAS, the City intends to waive the amount of the Site Reservation Fee as part of a three-year agreement to host the Event on the Downtown Square intended to occur in 2025, 2026, and 2027; and

WHEREAS, the City has investigated and determined that the promotion of the Event is a benefit to local residents and encourages tourism and economic development; and

WHEREAS, the City desires to partner with the Company for the promotion and marketing of economic and business development and tourism activities, opportunities, and programs within the City related to the Event; and

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I
TERM

The term ("**Term**") of this Agreement shall begin on the date of the last of the Parties to execute this Agreement (the "**Effective Date**") and continue until and through 2027.

ARTICLE II
AFFIRMATIVE COVENANTS

2.1 **Affirmative Covenants of City**. The City will waive the Site Reservation Fee for the Downtown Square as established in the City of Celina Master Fee Chart approved by the Celina City Council, as part of a three-year agreement for one (1) Event scheduled for November 27, 2025, November 26, 2026, and November 25, 2027. The City will not be held liable for any costs associated with the Event.

2.2 **Affirmative Covenants of Company**.

(A) In exchange for the City waiving the Site Reservation Fee for the Downtown Square, the Company shall consider the City as a second-tier Sponsor, and any higher sponsorship level that aligns with the cost of the Site Reservation Fee for the Downtown Square. The Company agrees to include the City in any marketing materials under such partnership.

(B) The Company will be responsible for completing the Special Events Permit Application and all of the necessary applications and/or processes within the Special Events Guidelines as approved by the Celina City Council. The Company will be responsible for complying with any and all applicable ordinances of the City.

(C) The Company will be responsible for providing approved traffic control plans and for payment of any barricades around the Downtown Square for the safety of the participants, attendees, and public safety officials. The Company will be responsible for the payment of four (4) Electronic Message Boards that will inform the public of an Event occurring within three (3) days prior to the agreed upon date. The Company will be responsible for the payment of any additional barricades that will be required by the City in order to provide a safe Event for the participants, attendees, and public safety officials.

(D) The Company will coordinate staff, contractors, and/or volunteers as available to assist in set-up, operations, load out, and clean-up efforts related to the Event

and return the premises of the Downtown Square to its original state before the Event occurred. The Downtown Square is made available to the Company "as is" and "with all faults", and the City makes no representation or warranty of any kind, express or implied, with respect to the Downtown Square, including habitability, fitness or suitability for a particular purpose. CITY HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF HABITABILITY, FITNESS OR SUITABILITY FOR A PARTICULAR PURPOSE. THE COMPANY ACKNOWLEDGES THAT NEITHER THE CITY NOR ANY OFFICIALS, OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES OR ANY OTHER AUTHORIZED THIRD PARTIES FOR WHOM THE CITY IS LEGALLY RESPONSIBLE HAS MADE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE DOWNTOWN SQUARE OR THE SUITABILITY OF THE DOWNTOWN SQUARE FOR THE PURPOSE HEREIN INTENDED. BY OCCUPYING AND/OR USE OF THE DOWNTOWN SQUARE, THE COMPANY IS DEEMED TO HAVE ACCEPTED THE DOWNTOWN SQUARE AS SUITABLE FOR ITS PURPOSES.

(E) The Company will be responsible for all costs associated with the Event. The costs associated with the Event may include required Fire, Police, and Emergency Services. The Company agrees to pay for all additional municipal fees, including the Special Events Permit Application Fee as established in the Special Events Guidelines approved by the Celina City Council and non-related City Services at agreed-upon costs with those contractors.

(F) No later than 60 days before the Event, the Company will provide to the City a Special Events Permit Application and turn in all required submittals no later than 30 days prior to the Event, or as otherwise required by the City’s Code of Ordinances. The Company will adhere to the rules and regulations set forth in Article 1.12 Special Events, as amended, of the Celina Code of Ordinances. The Company will consult with the City

in the performance and/or the development of an Emergency Action Plan if the City determines that such modifications are in the interest of public health, safety, and welfare. In its discretion, the City may, but is not required to, waive or reduce the amount of time the Company can provide the Special Events Permit Application and all required submittals. Such a waiver or reduction in required time shall be provided for in writing as either an Addendum, Supplement, or an Amendment.

(G) Company agrees that the City shall have the right to market the Event as part of the City's updates to the community-at-large under this Agreement, including, but not limited to, the City's social media pages on various platforms, website announcements, resident newsletters, and other general announcements at City-hosted meetings and/or other City events.

(H) Company shall not have an uncured breach of this Agreement or any other agreement by and between Company and the City.

(I) Company shall hold insurance in amounts sufficient to reasonably cover any and all liabilities at the Event as specified in the Special Events Guidelines, or in amounts otherwise as required by the City under Chapter 1, Article 12, Division 3, under Section 1.12.097, and/or as lowered, increased, or waived by the City under the same section. The City reserves the right to review the insurance requirements initially required of Company and to adjust coverages and limits when deemed necessary and prudent by the City.

ARTICLE III
TERMINATION

3.1 This Agreement may be terminated upon any one of the following:

(A) By either the City or the Company for any reason upon ninety (90) days advance written notice to the other Party;

(B) By mutual written agreement of the Parties;

(C) By City or Company, respectively, if the other Party defaults or breaches any of the terms or conditions of this Agreement in any material respect and such default or breach is not cured within thirty (30) days after written notice thereof by the City or Company, as the case may be;

(D) Upon any of the following occurrences, which shall be declared an event of default:

i. Any warranty, representation, or statement made or furnished to City by or on behalf of Company under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished;

ii. Company's insolvency, the appointment of a receiver for any part of Company's property, any assignment for the benefit of creditors of Company, any type of creditor workout for Company, closure of the Company as an existing business in the State of Texas, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Company;

iii. The filing of any lawsuit by Company against the City;

iv. If any applicable permits required for the Event and issued by the City are

revoked or expire, and Company fails to make reasonable efforts to obtain new permits, as determined by the City and such default is not cured by Company within thirty (30) days after written notice thereof; or

v. Any failure to adhere to the permit approval process as established by the Special Event Guidelines, as approved and amended by the Celina City Council, shall be deemed non-compliant with the City's regulatory framework. Such noncompliance may result in the denial, revocation, or suspension of permits, as well as any other remedies authorized under the City ordinance.

(E) Expiration of the Term, or any subsequent renewal of the Term.

ARTICLE IV
FORCE MAJEURE

4.1 Company and City will not be in breach or in default under this Agreement on account of, and will not be liable to the other Party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood, explosion, strike, riot, war, terrorism, mass contagion or epidemic, or other similar event beyond the Party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected Party shall, as soon as practicable:

(A) Notify the other Party of the Force Majeure Event and its impact under this Agreement, including the amount of time needed before resuming performance; and

(B) Use reasonable efforts to resolve issues resulting from the Force Majeure

Event and perform its obligations under this Agreement.

ARTICLE V
RECORDS AND ACCOUNTS

5.1 The Company will maintain accounts, documents, and other materials related to the costs, expenditures, and receipts incurred or made pursuant to this Agreement in accordance with generally accepted accounting practices. The Company understands that any records related to this Agreement may be subject to disclosure as a public record under the Texas Public Information Act, and the Company will cooperate with the City in responding to any request under such law.

ARTICLE VI
MISCELLANEOUS

6.1 Findings Incorporated. The recitals at the beginning of this Agreement are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration, and promises that bind the Parties.

6.2 Binding Agreement. The terms and conditions of this Agreement are binding upon the Parties to this Agreement and their respective successors and permitted assigns.

6.3 Independent Contractor. In performing this Agreement, the Company is an independent contractor, not subject to control or direction by the City except for such oversight as herein described or otherwise set forth by applicable law. The Company and its contractors and volunteers will make no claim of City employment nor will claim against the City any employment-related benefits.

6.4 Release and Limitation of Liability. It is understood and agreed between the Parties that the Company and City, in satisfying the conditions of this Agreement, have acted independently, and City assumes no responsibilities or liabilities to third parties in connection with these actions. THE COMPANY AGREES TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY A PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, RELATED TO, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE ACTIVITIES OR PERFORMANCE OF THE EVENTS UNDER THIS AGREEMENT. BY ENTERING THIS AGREEMENT, THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

6.5 Assignment. This Agreement may not be assigned or transferred by the Company to any other person or entity without the prior written consent of the City.

6.6 No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to and shall not be deemed to create a partnership or joint venture between the Parties.

6.7 Authorization. Each Party represents that it has full capacity and authority to

grant all rights and assume all obligations that are granted and assumed under this Agreement.

6.8 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such Party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand-delivered sent via fax.

If intended for City to:

Attn: Robert Ranc
City Manager
142 N. Ohio Street
Celina, Texas 75009

With a Copy To
Messer, Fort & McDonald, PLLC
6371 Preston Road, Suite 200
Frisco, Texas 75034
Phone: (972) 668-6400
Facsimile: (972) 668-6414
Email: julie@txmunicipallaw.com

If intended for the Company, to:

Attn: Melissa Gresham
President, Run Celina, LLC

Phone: (469) 400-5274

Email: melissa_gresham@yahoo.com

6.9 Entire Agreement. This Agreement is the entire Agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the Parties that in any manner relates to the subject manner of this Agreement.

6.10 Governing Law. The laws of the State of Texas shall govern the Agreement; and this Agreement is fully performable in Celina, Collin County, Texas with exclusive venue for any action concerning this Agreement being in a court of competent jurisdiction in Collin County, Texas.

6.11 Amendment. This Agreement may only be amended by mutual written agreement of the Parties.

6.12 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the Parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid, or unenforceable.

6.13 Recitals. The recitals to this Agreement are incorporated herein.

6.14 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall

constitute one and the same instrument and any such counterparts shall be deemed to be incorporated herein.

6.15 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

6.16 Sovereign Immunity. The Parties agree that the City has not waived its sovereign immunity by entering and performing its obligations under this Agreement.

6.17 Texas Government Code, Chapter 2264. In accordance with Chapter 2264 of the Texas Government Code, the Company agrees not to knowingly employ any person who is not lawfully admitted for permanent residence to the United States or who is not authorized under law to be employed in the United States ("Undocumented Worker"). During the term of this Agreement, the Company shall notify City of any complaint brought against the Company alleging that the Company has employed Undocumented Workers. If the Company, or a branch, division or department of the Company is convicted of a violation under 8 U.S.C. Section 1324a(t), the total amount of park fees waived herein, shall be repaid by the Company to the City not later than the 120th day after the date the City notifies the Company of the violation. The City shall recover court costs and reasonable attorney's fees incurred if it prevails in an action brought pursuant hereto to recover past park fees waived. The Company shall not be liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee, or by a person with whom the Company contracts.

6.18 Severability. If any provision of the Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in one or multiple copies, each of equal dignity.

ACCEPTED and EXECUTED as of the _____ day of _____ 2025.

CITY OF CELINA

By: _____

Name: Robert Ranc

City Manager

RUN CELINA, LLC

By: _____

Name: Melissa Gresham

President

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:	April 8, 2025
Re:	New School Zone Flashers and Equipment.

Action Requested:
Consider and act to authorize the purchase of school zone flashers and equipment for Mosaic and Wilson Creek Elementary Schools from Consolidated Traffic Control, Inc. through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), contract #PE-05-21, for an amount not to exceed $125,307.00. (Figueroa)

Background Information:
The Public Works Department seeks approval for the purchase and installation of school zone flashers and related equipment for Mosaic Elementary and Wilson Creek Elementary Schools. These flashers are critical for ensuring the safety of students and pedestrians by alerting motorists to reduced speed limits during school hours.

This purchase will be made from Consolidated Traffic Control, Inc. through the Houston-Galveston Area Council cooperative purchasing program (HGACBuy), utilizing contract #PE-05-21. Utilizing this cooperative contract ensures cost efficiency and compliance with procurement policies while streamlining the purchasing process.

The total cost for the school zone flashers and equipment will not exceed $125,307.

Item	School	Cooperative Contract	Cooperative Contract Number	Total Cost

School Zone Flashers & Equipment	Mosaic Elementary	HGACBuy	PE-05-21	$73,982.00
School Zone Flashers & Equipment	Wilson Creek Elementary	HGACBuy	PE-05-21	$51,325.00

Legal Review:
N/A

Supporting Documents:
1. Wilson Creek Elementary- School Flashers -Equipment HGAC Pricing
2. Mosaic Elementary School Flashers -Equipment-HGAC Pricing
3. 2024-07-09 Parks at Wilson Creek School Signage
4. Mosaic School Signage Plans_250117
5. Presentation - School Zone Flashers -Equipment

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 as presented.

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	3/25/2025

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Celina	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Josh Smith	**Prepared By:**	Matt Holt
Phone:	469-525-1978	**Phone:**	800-448-8841
Fax:		**Fax:**	800-448-8850
Email:	Jsmith@celina-tx.gov	**Email:**	matt.holt@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Wilson Creek Elementary

Line Number	Quan	Description	Unit Pr	Total
60	5	PNS10-503333GHBK One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles	$ 1,459.00	$ 7,295.00
102	5	PNS10-Cab Black Powder Coat Cabinet, Hardware & Mounting Bracket Black	$ 142.00	$ 710.00
107	5	PNS10-SP100 100 Watt Solar Panel Assy incl Top of Pole Gimbal Mount and Wiring	$ 672.00	$ 3,360.00
125	5	PNS10-500645-104 104 Amp Hour Gel Cell Battery Interstate	$ 463.00	$ 2,315.00
131	5	PNS10-POLE15BLKASSY Black 15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 971.00	$ 4,855.00
136	-5	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 70.00	$ (350.00)
137	5	PNS10-501312SA4 4" Anchor Pelco PB-5364 (CTC Purchase this Directly)	$ 623.00	$ 3,115.00
143	15	PNS10-SIGAY 12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 280.00	$ 4,200.00
150	15	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00	$ 1,020.00
238	5	PNS10-507403S Optional Door Switch for DC Guardian	$ 39.00	$ 195.00
240	5	PNS10-502598KDA Optional Knockdown Sensor for DC Guardian (aleready included on AC Guard board) Note	$ 99.00	$ 495.00
245	5	PNS10-M2M5YR-4AK Five Year Plan With Modem, Cell Service, Cable, Mount and Paddle Antenna	$ 1,300.00	$ 6,500.00
255	5	PNS10-503644-M2M Include an AP22 with ANY Modem and Plan	$ 438.00	$ 2,190.00
300	5	PNS10-DFS-DC12 12" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communicati	$ 2,629.00	$ 13,145.00
323	5	PNS10-507413 Add Gateway Board (Communication Capability) Required if you are adding any of the M2M pla	$ 61.00	$ 305.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 49,350.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
15	SE-0567-P33 Black 1 way tri stud 4 1/2" pole	$ 75.00	$ 1,125.00
10	Sh-0206-4-P3 Sign Clamp, U-Bolt, 4" (4 1/2" OD) Set of 2 Alum, Gloss Black	$ 35.00	$ 350.00
			$ -
5	Misc. Black hardware powder coating	$ 100.00	$ 500.00
		Total From Other Sheets, If Any:	
		Subtotal B:	**$ 1,975.00**

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% **For this transaction the percentage is:** 4%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	**$ -**

Delivery Date:	**30 to 45 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 51,325.00**

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	PE-05-21	Date Prepared:	3/25/2025

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Buying Agency:	Celina	**Contractor:**	Consolidated Traffic Controls, Inc.
Contact Person:	Josh Smith	**Prepared By:**	Matt Holt
Phone:	469-525-1978	**Phone:**	800-448-8841
Fax:		**Fax:**	800-448-8850
Email:	Jsmith@celina-tx.gov	**Email:**	matt.holt@ctc-traffic.com

Catalog / Price Sheet Name:	Traffic Control, Enforcement & Signal Preemption Equipment
General Description of Product:	Traffic Control Equipment

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Moasic School Zone Flashers

Line Number	Quan	Description	Unit Pr	Total
60	9	PNS10-503333GHBK One Battery Cabinet Including Panel, No. 2 lock, Regulator and Hinge Bracket (All Poles	$ 1,459.00	$ 13,131.00
102	9	PNS10-Cab Black Powder Coat Cabinet, Hardware & Mounting Bracket Black	$ 142.00	$ 1,278.00
107	9	PNS10-SP100 100 Watt Solar Panel Assy incl Top of Pole Gimbal Mount and Wiring	$ 672.00	$ 6,048.00
125	9	PNS10-500645-104 104 Amp Hour Gel Cell Battery Interstate	$ 463.00	$ 4,167.00
131	9	PNS10-POLE15BLKASSY Black 15' 4.5" Spun Aluminum Pole, Base and Collar and Anchor Bolts	$ 971.00	$ 8,739.00
136	-9	PNS10- If you want to use a Screw-In Anchor instead of Anchor Bolts select an Anchor	$ 70.00	$ (630.00)
137	9	PNS10-501312SA4 4" Anchor Pelco PB-5364 (CTC Purchase this Directly)	$ 623.00	$ 5,607.00
143	27	PNS10-SIGAY 12" Signal Heads Aluminum Yellow (1, 2 or 3 per Flasher)	$ 280.00	$ 7,560.00
150	27	PNS10-502463 12" Amber DC 5 Watt LED IL (RTC Standard) (1, 2 or 3 per flasher)	$ 68.00	$ 1,836.00
238	9	PNS10-507403S Optional Door Switch for DC Guardian	$ 39.00	$ 351.00
240	9	PNS10-502598KDA Optional Knockdown Sensor for DC Guardian (aleready included on AC Guard board) Note	$ 99.00	$ 891.00
245	9	PNS10-M2M5YR-4AK Five Year Plan With Modem, Cell Service, Cable, Mount and Paddle Antenna	$ 1,300.00	$ 11,700.00
255	9	PNS10-503644-M2M Include an AP22 with ANY Modem and Plan	$ 438.00	$ 3,942.00
300	2	PNS10-DFS-DC12 12" D/C Driver Feedback Sign to tie into existing D/C Power (add Time Switch, Communicati	$ 2,629.00	$ 5,258.00
323	9	PNS10-507413 Add Gateway Board (Communication Capability) Required if you are adding any of the M2M pla	$ 61.00	$ 549.00
			Total From Other Sheets, If Any:	
			Subtotal A:	**$ 70,427.00**

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
27	SE-0567-P33 Black 1 way tri stud 4 1/2" pole	$ 75.00	$ 2,025.00
18	Sh-0206-4-P3 Sign Clamp, U-Bolt, 4" (4 1/2" OD) Set of 2 Alum, Gloss Black	$ 35.00	$ 630.00
			$ -
9	Misc. Black hardware powder coating	$ 100.00	$ 900.00
		Total From Other Sheets, If Any:	
		Subtotal B:	**$ 3,555.00**

Check: The total cost of Unpublished Options (Subtotal B) cannot exceed 25% **For this transaction the percentage is:** 5%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

Quan	Description	Unit Pr	Total
			$ -
			$ -
		Subtotal C:	**$ -**

Delivery Date:	**30 to 45 Days ARO**	**D. Total Purchase Price (A+B+C):**	**$ 73,982.00**

SCHOOL ZONE IMPROVEMENT PLANS

FOR

CITY OF CELINA

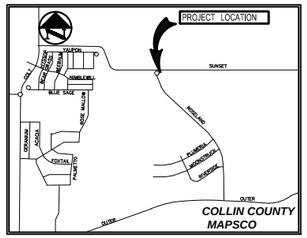
SCHOOL ZONE TCP

PARKS AT WILSON CREEK ELEMENTARY SCHOOL #5

CITY OF CELINA, COLLIN COUNTY, TEXAS

CITY PROJECT #24-002826

MAYOR AND CITY COUNCIL	
MAYOR	RYAN TUBBS
CITY MANAGER	ROBERT RANC
ASSISTANT CITY MANAGER	KARLA STOVALL
ASSISTANT CITY MANAGER–PUBLIC SERVICES	KIMBERLY BRAWNER
PLACE 1	PHILIP FERGUSON
PLACE 2, MAYOR PRO–TEM	EDDIE CAWLFIELD
PLACE 3	ANDY HOPKINS
PLACE 4, DEPUTY MAYOR PRO–TEM	WENDIE WIGGINTON
PLACE 5	MINDY KOEHNE
PLACE 6	BRANDON GRUMBLES
DIRECTOR OF ENGINEERING	ANDY GLASGOW, P.E.
DIRECTOR OF PUBLIC WORKS	ANDREW FIGUEROA



VICINITY MAP
(NOT TO SCALE)

SHEET INDEX

COVR	COVER SHEET
1	QUANTITY SUMMARY
2	SIGN ASSEMBLY DETAILS
3	KEY MAP
4	MARKINGS AND SIGNING A-B
5	MARKINGS AND SIGNING C-D
6	MARKINGS AND SIGNING E-F
7	MARKINGS AND SIGNING G-H
8	TSFD-12
9	TSR4-13
10	SMD-1
11	SMD-2
12	SMD-3
13	CITY OF CELINA CONSTRUCTION NOTES
14	CITY OF CELINA STREET DETAILS

PREPARED BY

Westwood

Phone (817) 412-7155
4060 Bryant Irvin Road
Fort Worth, TX 76109

westwoodps.com

Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301

STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED
PROFESSIONAL ENGINEER

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CLFOX
7/10/2024 12:10 PM
\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\0051690.00\06 CAD\DWG\TRAFFIC CSD\PLAN SHEETS\COVR.DWG

NO.	BID LIST ITEM NO.	DESCRIPTION	UNIT	QUANTITY
1	0416 6002*	DRILL SHAFT (24 IN)	LF	30
2	0636 6001	ALUMINUM SIGNS (TY A)	SF	55
3	0644 6001	IN SM RD SN SUP&AM TY10BWG(1)SA(P)	EA	19
4	0685 6004	INSTL RDSD FLSH BCN ASSM (SOLAR PWRD)	EA	5
5	XXXX XXXX	RADAR FEEDBACK SIGN	EA	5
*SUBSIDIARY TO ITEM 685				



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TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5

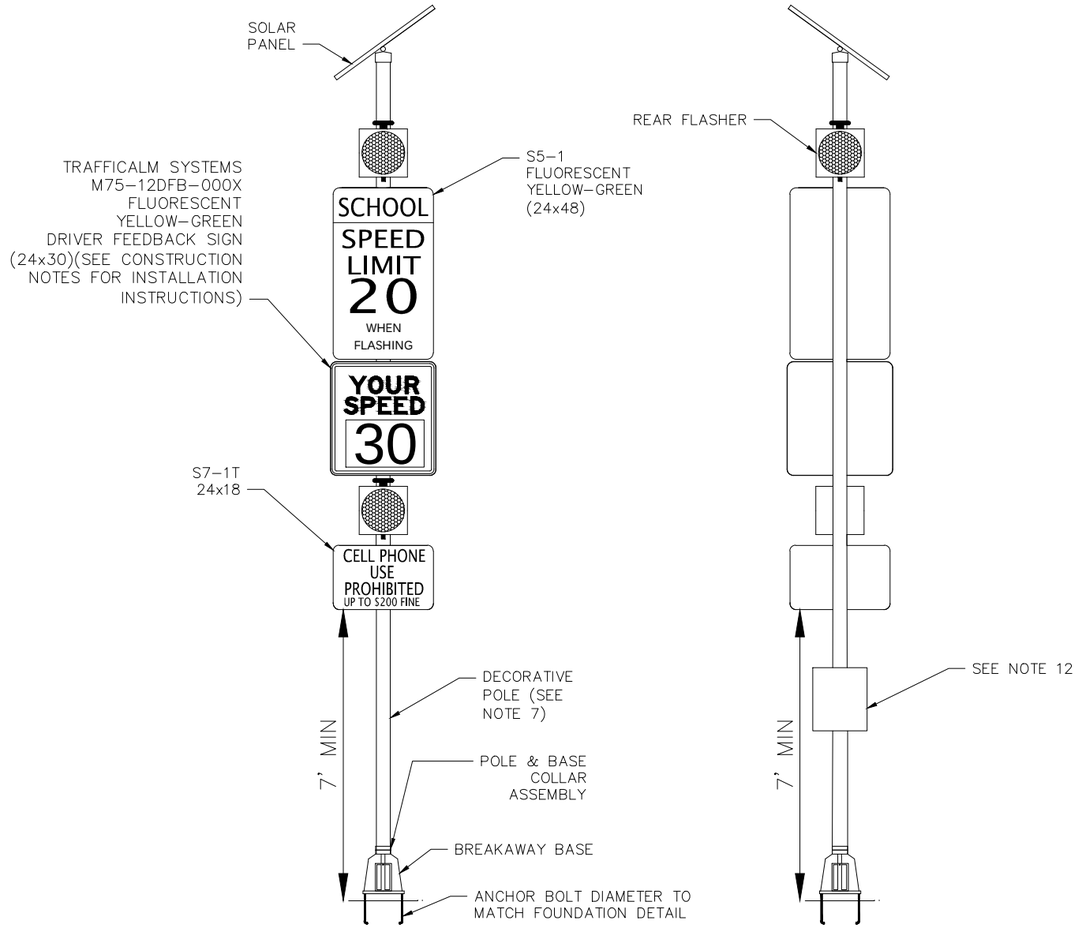
SCHOOL ZONE TCP

QUANTITY SUMMARY

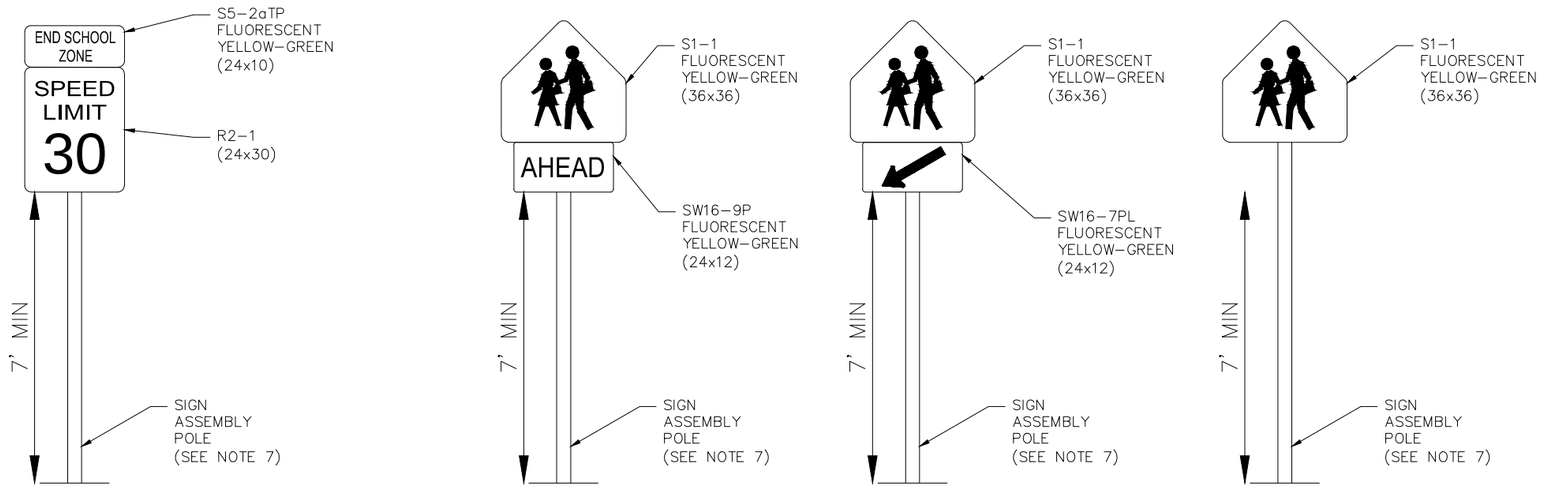
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		1

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

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07/10/2024 - 12:10PM
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FLASHING BEACON ASSEMBLY



STATIC SIGN ASSEMBLY

NOTES;

1. CONTRACTOR SHALL VERIFY ALL EXISTING UTILITIES IN THE AREA AND INFORM THE ENGINEER OF ANY CONFLICTS THAT ARISE IN THE FIELD. ANY DAMAGE INCURRED TO ANY EXISTING FACILITIES AS A RESULT OF ANY CONTRACTOR ACTIVITY SHALL BE REPAIRED BY THE CONTRACTOR FOR NO ADDITIONAL PAY.
2. CONTRACTOR SHALL BRING ALL DISTURBED AREAS WITHIN THE PROJECT LIMITS BACK TO EXISTING CONDITIONS OR BETTER FOR NO ADDITIONAL PAY.
3. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE 'TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES' LATEST EDITION, AND CITY OF CELINA STANDARDS.
4. SIGNS SHALL BE PLACED SO THAT THE NEAREST SIGN EDGE IS BETWEEN 2'-3' OF ROADWAY FACE-OF-CURB UNLESS OTHERWISE SHOWN IN PLANS.
5. ALL STRIPING ARROWS AND WORDS ON PAVEMENT SHALL BE THERMOPLAASTIC PER CITY STANDARDS. REFER TO TECHNICAL SPECIFICATION 321723.
6. BOTTOM EDGE OF SIGNS SHALL BE A MINIMUM OF 7' ABOVE FINISHED GRADE.
7. ALL TRAFFIC SIGN POSTS AND BASES SHALL FOLLOW THE DECORATIVE POST DETAIL OUTLINED IN THE CITY STANDARDS AND APPROVED MATERIALS LIST.
8. ALL SIGN LOCATIONS SHALL BE MARKED FOR CITY APPROVAL PRIOR TO INSTALLATION.
9. EXISTING PAVEMENT MARKINGS TO BE REMOVED SHALL BE SAND/WATER BLASTED UNLESS OTHERWISE DIRECTED BY CITY,.
10. ALL SIGNS TO HAVE A BLACK POWDER COATED BACK. ALL POLES AND MOUNTING HARDWARE TO BE POWDER COATED BLACK.
11. ALL SIGNS SHALL HAVE A STICKER AFFIXED TO THE BACK SIDE INDICATING THE MONTH AND YEAR OF INSTALLATION.
12. CABINET TO BE MOUNTED 36"-48" OFF THE GROUND AND POWDER COATED BLACK.

STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED PROFESSIONAL ENGINEER

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FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5

SCHOOL ZONE TCP

SIGN ASSEMBLY DETAILS

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		2

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

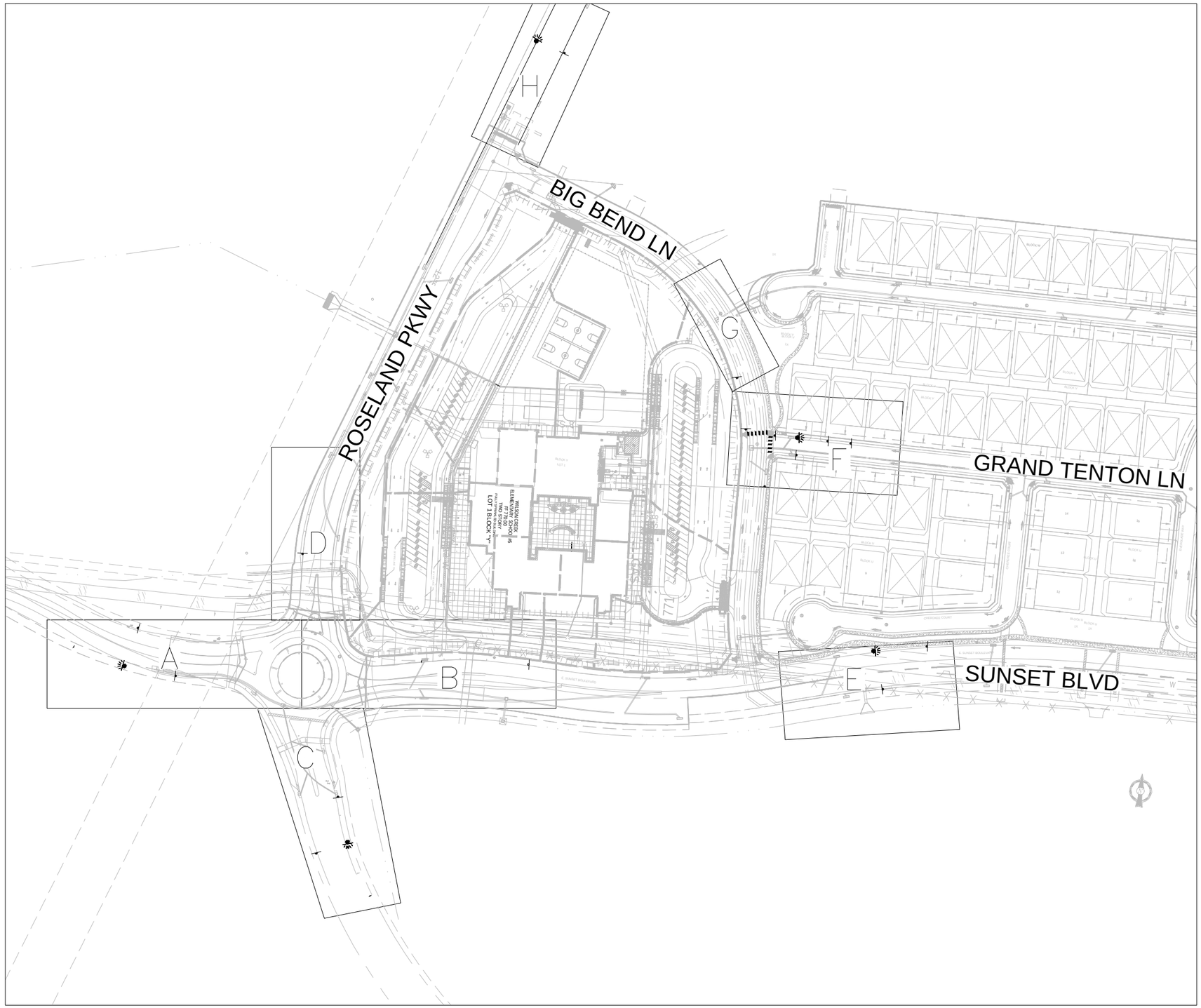
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\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\0051690.01\06 CAD\DWG\TRAFFIC CD\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

KEY MAP

0 100 200 400 600

GRAPHIC SCALE IN FEET

1"=200'



STATE OF TEXAS
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108697
LICENSED
PROFESSIONAL ENGINEER

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MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5

SCHOOL ZONE TCP

KEY MAP

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		3

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

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07/10/2024 - 12:10PM
\\WESTWOODPS_LOCAL\GLOBAL PROJECTS\0051690.00\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

NOTES:
1. ALL RAMP DESIGNS AND CROSSWALK STRIPING FOR SCHOOL DONE BY OTHERS.
2. GREY SIGNS INSTALLED BY OTHERS. SEE PLAN SET FOR DESIGN DETAILS.

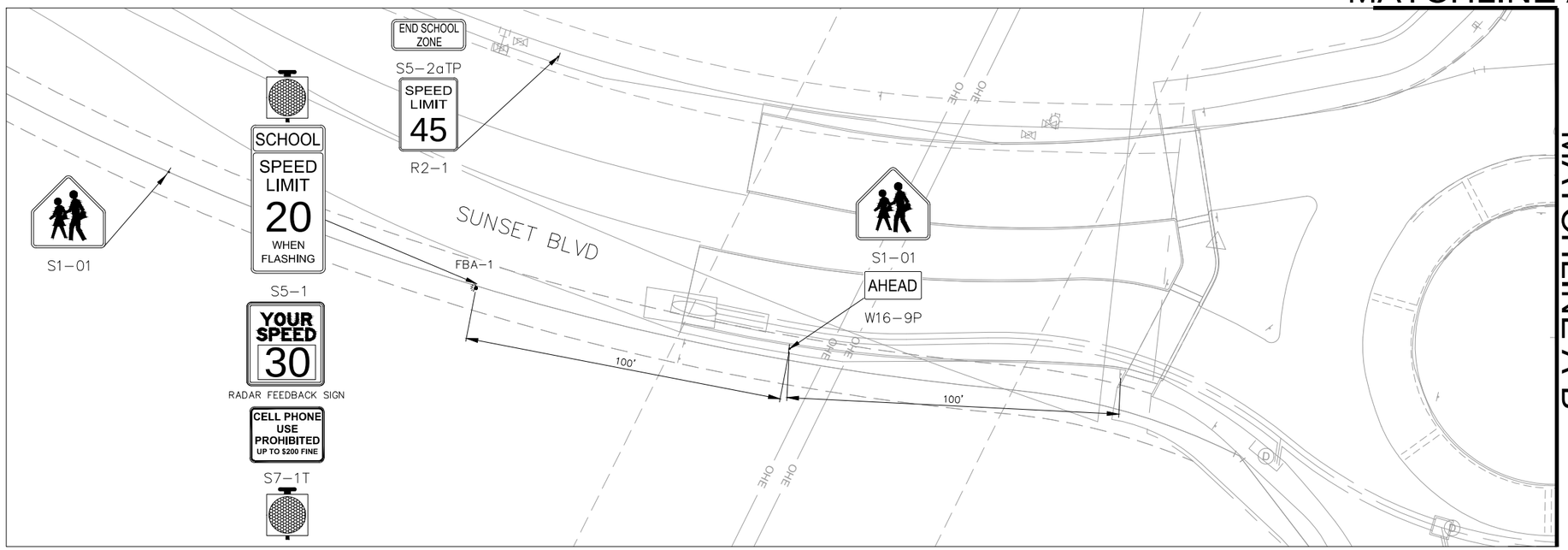
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1"=40'

LEGEND

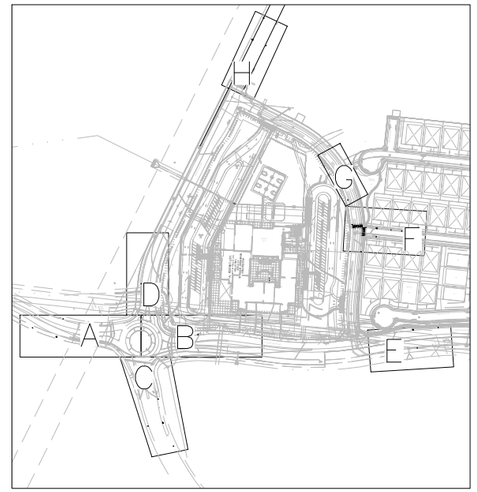
SIGN POST ASSEMBLY

-BLACK -
PROPOSED SIGNING AND PAVEMENT MARKINGS
-GREY -
BY OTHERS OR EXISTING

DETAIL 'A'

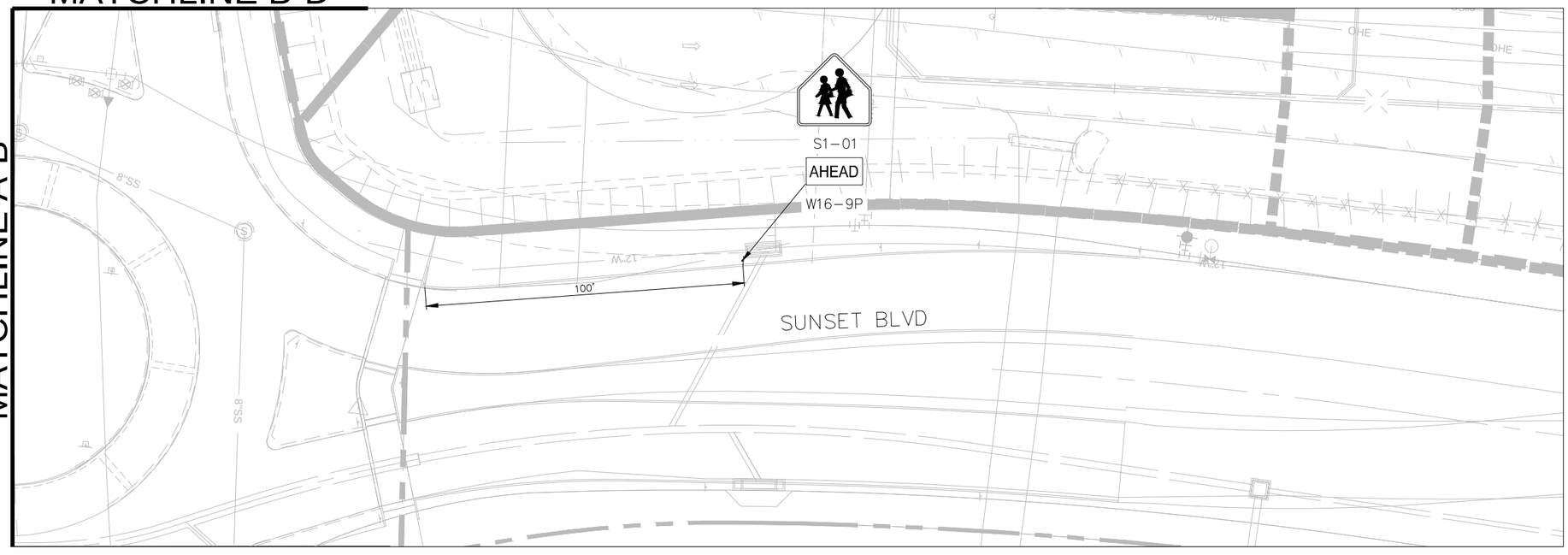


KEY MAP



0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

DETAIL 'B'





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TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5
SCHOOL ZONE TCP
MARKINGS AND SIGNING A-B

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		4

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

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07/10/2024 - 12:10PM
\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\005690.00\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

NOTES:
1. ALL RAMP DESIGNS AND CROSSWALK STRIPING FOR SCHOOL DONE BY OTHERS.
2. GREY SIGNS INSTALLED BY OTHERS. SEE PLAN SET FOR DESIGN DETAILS.

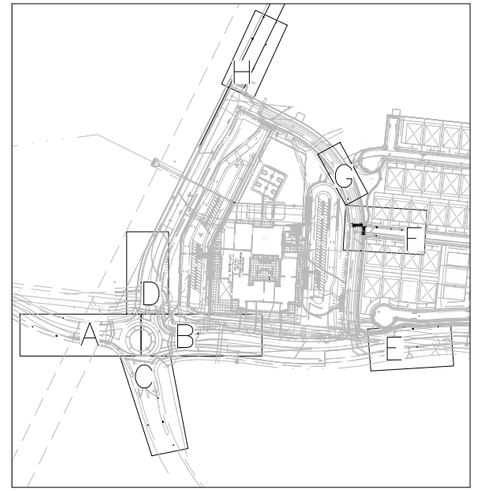
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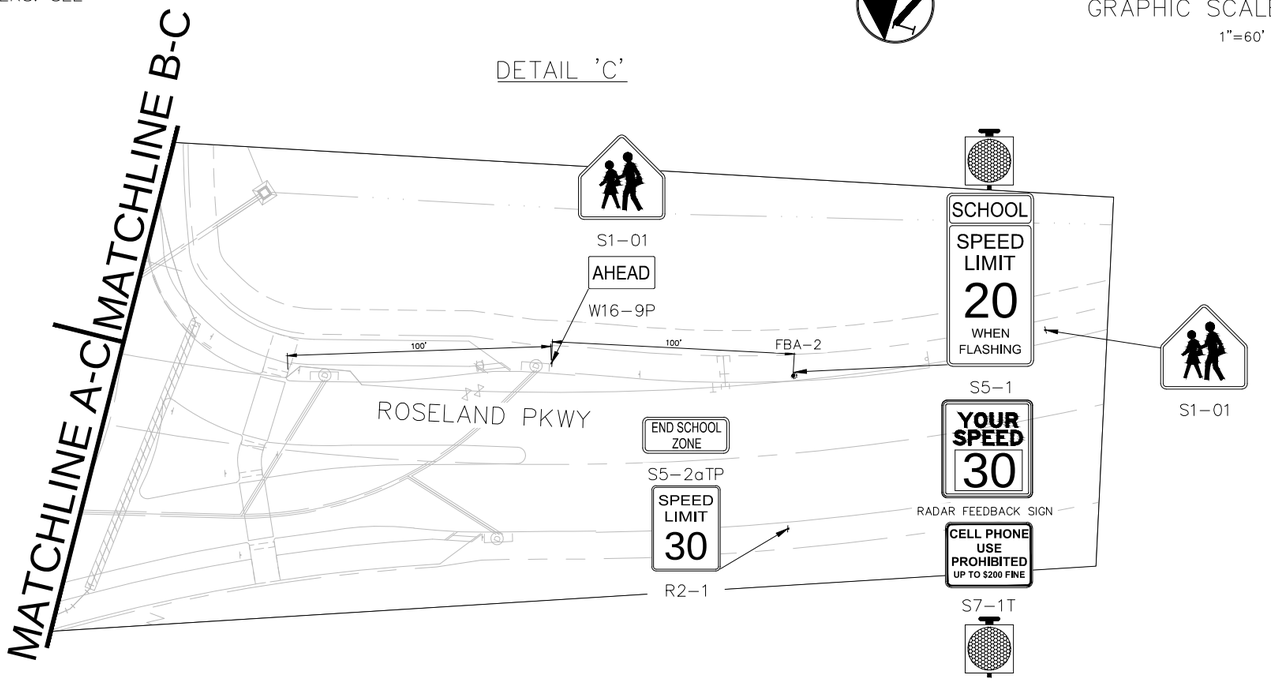
SIGN POST ASSEMBLY

-BLACK -
PROPOSED SIGNING AND PAVEMENT MARKINGS
-GREY -
BY OTHERS OR EXISTING

KEY MAP

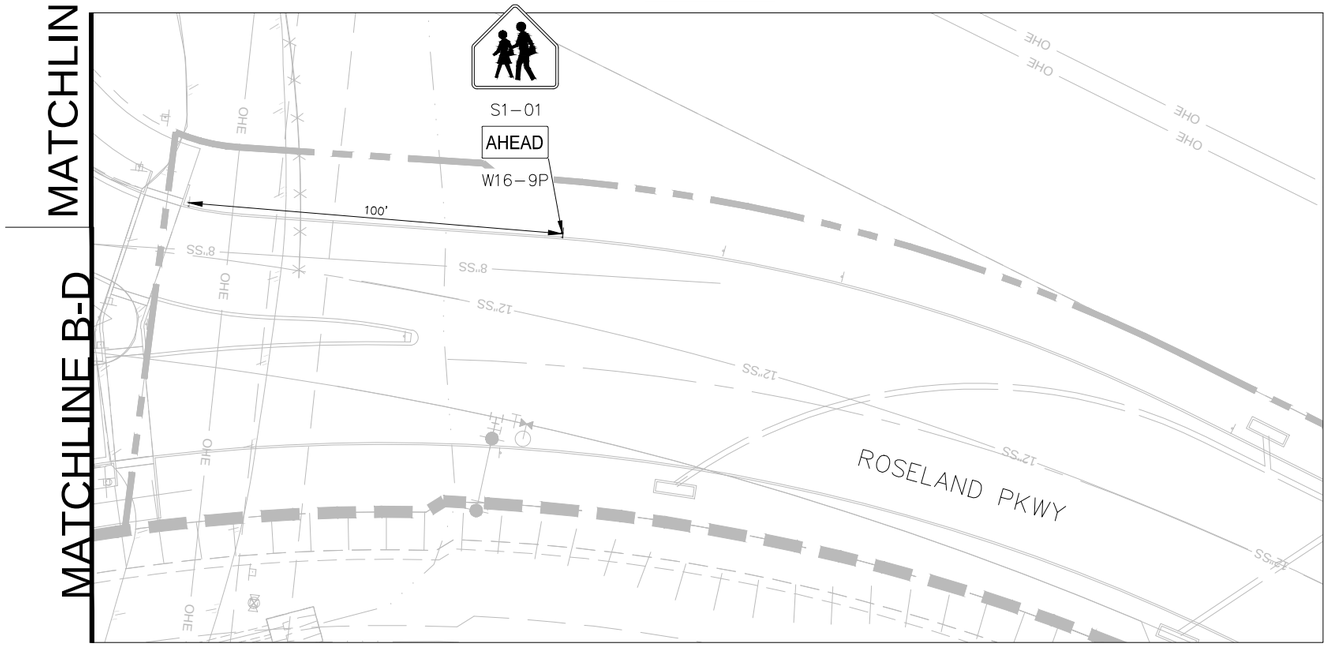


DETAIL 'C'



0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

DETAIL 'D'





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TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5
SCHOOL ZONE TCP
MARKINGS AND SIGNING C-D

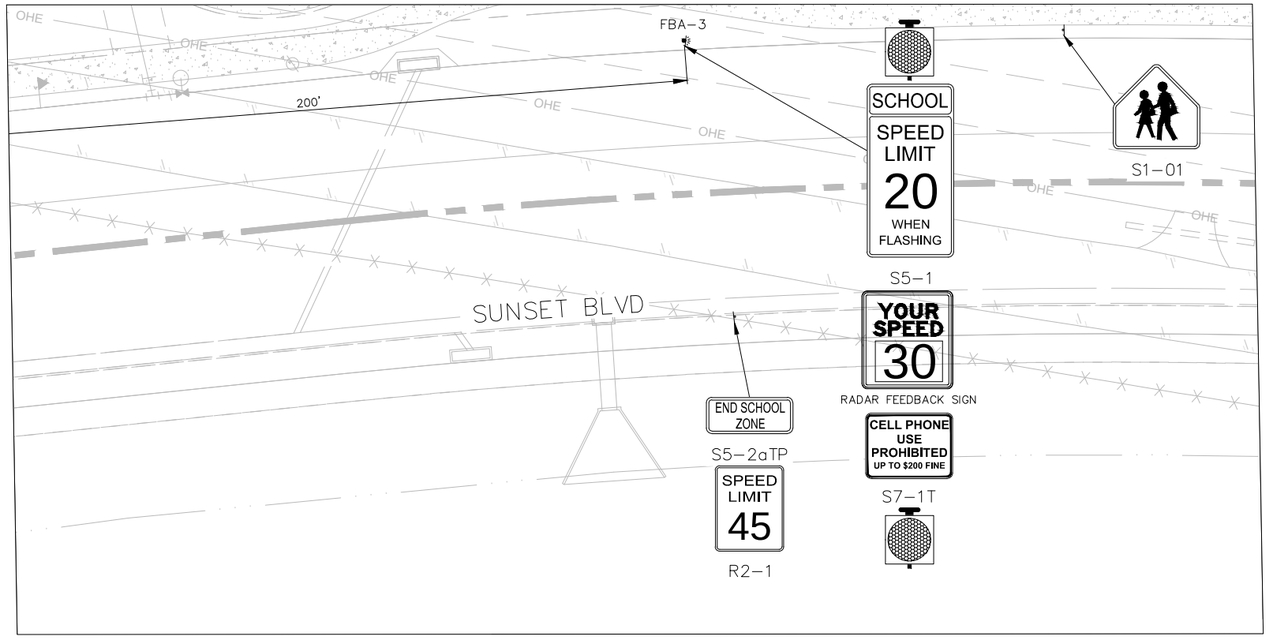
DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		5

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

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07/10/2024 - 12:10PM
\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\0051690.001\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

NOTES:
1. ALL RAMP DESIGNS FOR SCHOOL DONE BY OTHERS.
2. GREY SIGNS INSTALLED BY OTHERS. SEE PLAN SET FOR DESIGN DETAILS.

DETAIL 'E'



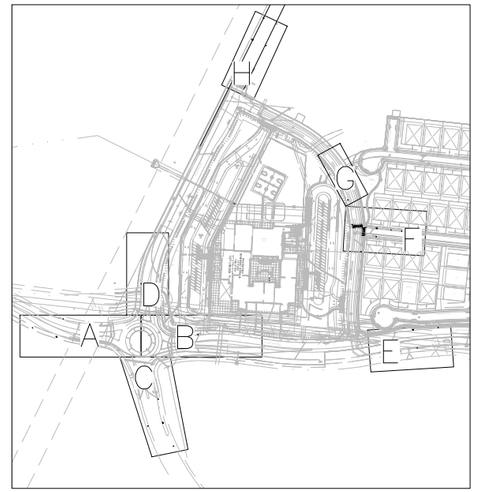
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LEGEND

SIGN POST ASSEMBLY

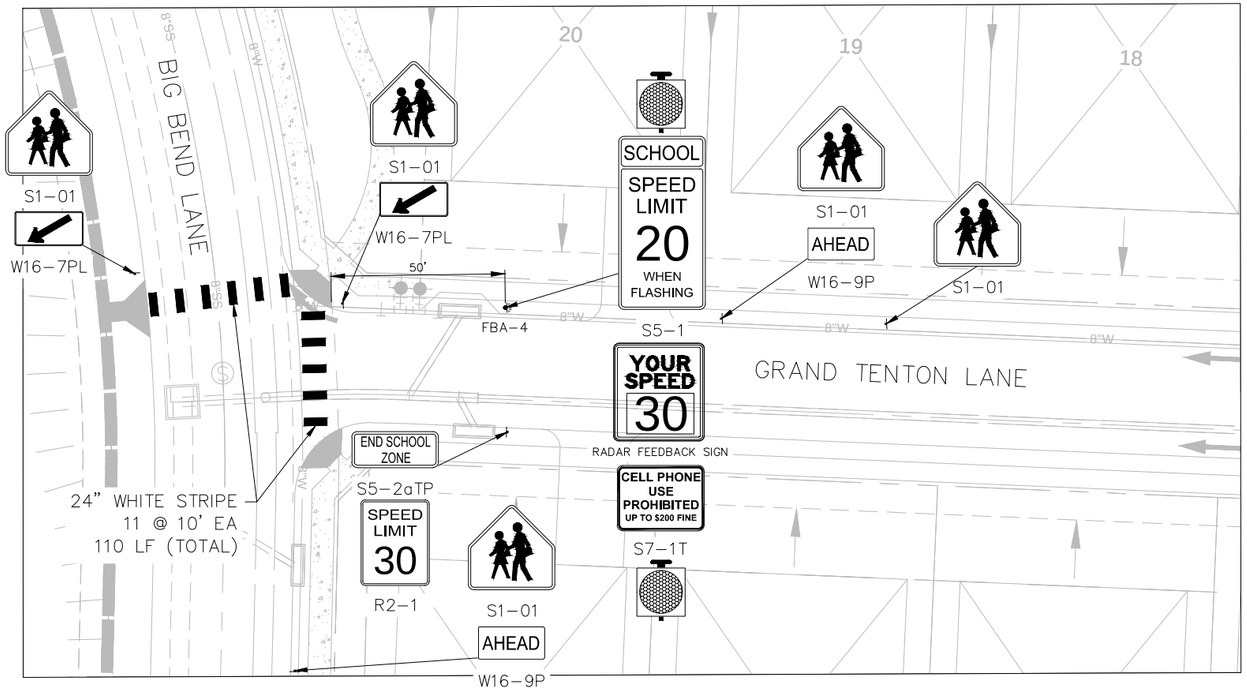
-BLACK -
PROPOSED SIGNING AND PAVEMENT MARKINGS
-GREY -
BY OTHERS OR EXISTING

KEY MAP



0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

DETAIL 'F'



STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED
PROFESSIONAL ENGINEER

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TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. 10074301
4060 BRYANT IRVIN ROAD
FORT WORTH, TX 76109
Phone (817) 412-7155

MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5
SCHOOL ZONE TCP
MARKINGS AND SIGNING E-F

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		6

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

CLFOX
07/10/2024 - 12:11PM
\\WESTWOODPS.LOCAL\GLOBAL PROJECTS\005690.001\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

NOTES:
1. ALL RAMP DESIGNS AND CROSSWALK STRIPING FOR SCHOOL DONE BY OTHERS.
2. GREY SIGNS INSTALLED BY OTHERS. SEE PLAN SET FOR DESIGN DETAILS.

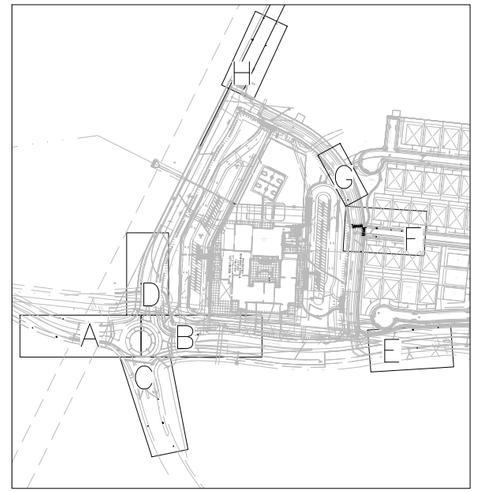
0 20 40 80 120
GRAPHIC SCALE IN FEET
1"=40'

LEGEND

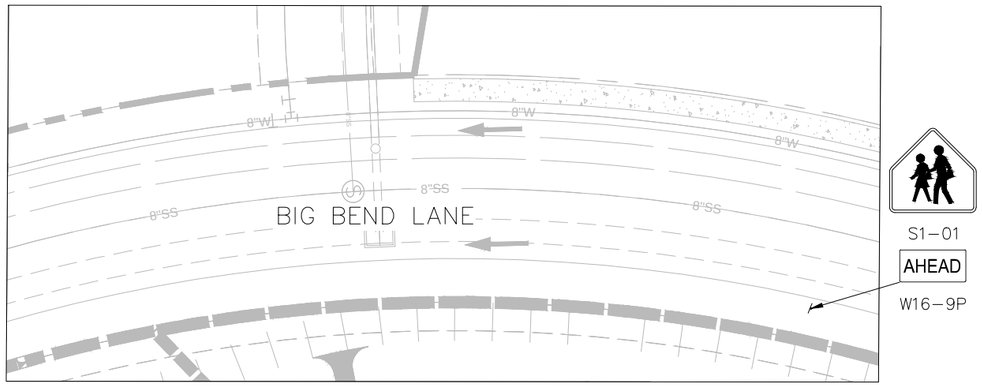
SIGN POST ASSEMBLY

-BLACK -
PROPOSED SIGNING AND PAVEMENT MARKINGS
-GREY -
BY OTHERS OR EXISTING

KEY MAP

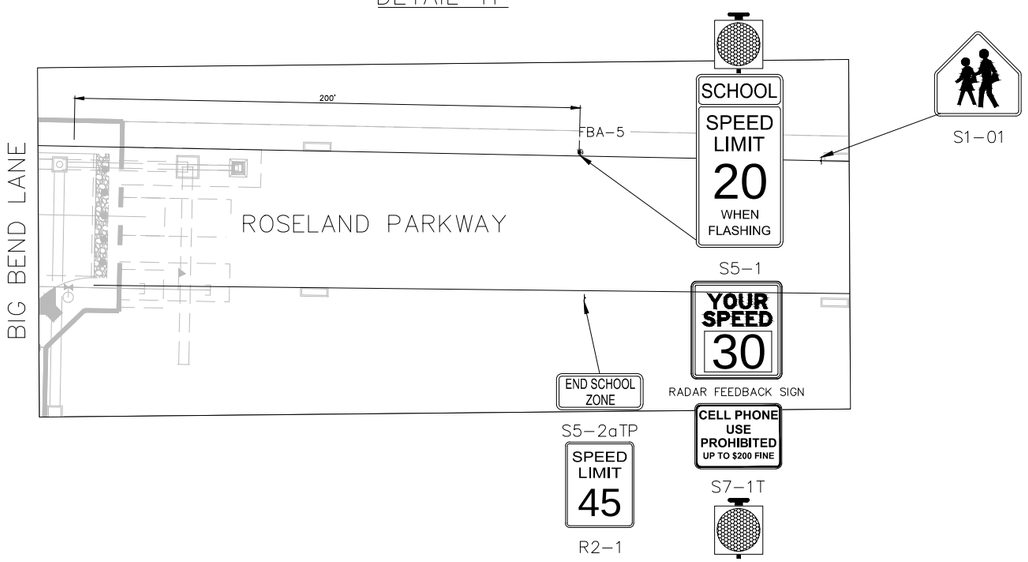


DETAIL 'G'



0 30 60 120 180
GRAPHIC SCALE IN FEET
1"=60'

DETAIL 'H'



STATE OF TEXAS
CARL B. LAFERNEY
10897
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MARKINGS AND SIGNING

WILSON CREEK ELEMENTARY SCHOOL #5
SCHOOL ZONE TCP
MARKINGS AND SIGNING G-H

DESIGN	DRAWN	DATE	JOB NO.	SHEET NO.
CLF	TIA	Jul 2024		7

WILSON CREEK ELEMENTARY SCHOOL TRAFFIC CONTROL PLAN

CLFOX
07/10/2024 - 12:11PM
\\WESTWOODPS-LOCAL\GLOBAL PROJECTS\0051690.001\06 CAD\DWG\TRAFFIC C3D\PLAN SHEETS\SCHOOL_ZONE_TCP PLANS.DWG

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FOUNDATION DESIGN TABLE

FDN TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		EMBEDDED DRILLED SHAFT LENGTH-ft ④, ⑤, ⑥			ANCHOR BOLT DESIGN ①				FOUNDATION DESIGN LOAD ②		TYPICAL APPLICATION
		VERT BARS	SPIRAL & PITCH	TEXAS CONE PENETROMETER N blows/ft			ANCHOR BOLT DIA	Fy (ksi)	BOLT CIR DIA	ANCHOR TYPE	MOMENT K-ft	SHEAR Kips	
				10	15	40							
24-A	24"	4- #5	#2 at 12"	5.7	5.3	4.5	¾"	36	12 ¾"	1	10	1	Pedestal pole, pedestal mounted controller.
30-A	30"	8- #9	#3 at 6"	11.3	10.3	8.0	1 ½"	55	17"	2	87	3	Mast arm assembly. (see Selection Table)
36-A	36"	10- #9	#3 at 6"	13.2	12.0	9.4	1 ¾"	55	19"	2	131	5	Mast arm assembly. (see Selection Table) 30' strain pole with or without luminaire.
36-B	36"	12- #9	#3 at 6"	15.2	13.6	10.4	2"	55	21"	2	190	7	Mast arm assembly. (see Selection Table) Strain pole taller than 30' & strain pole with mast arm
42-A	42"	14- #9	#3 at 6"	17.4	15.6	11.9	2 ¼"	55	23"	2	271	9	Mast arm assembly. (see Selection Table)

NOTES:

① Anchor bolt design develops the foundation capacity given under Foundation Design Loads.

② Foundation Design Loads are the allowable moments and shears at the base of the structure.

③ Foundations may be listed separately or grouped according to similarity of location and type. Quantities are for the Contractor's information only.

④ Field Penetrometer readings at a depth of approximately 3 to 5 feet may be used to adjust shaft lengths.

⑤ If rock is encountered, the Drilled Shaft shall extend a minimum of two diameters into solid rock.

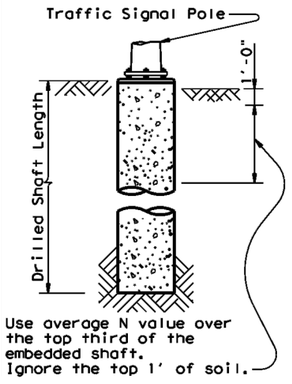
⑥ Decimal lengths in Design Table are to allow interpolation for other penetrometer values. Round to nearest foot for entry into Summary Table.

FOUNDATION SUMMARY TABLE ③

LOCATION IDENTIFICATION	AVG. N BLOW /ft.	FDN TYPE	NO. EA	DRILLED SHAFT LENGTH ⑥ (FEET)				
				24-A	30-A	36-A	36-B	42-A
FBA-1		24-A	1	6				
FBA-2		24-A	1	6				
FBA-3		24-A	1	6				
FBA-4		24-A	1	6				
FBA-5		24-A	1	6				
TOTAL DRILLED SHAFT LENGTHS				30				

FOUNDATION SELECTION TABLE FOR STANDARD MAST ARM PLUS ILSN SUPPORT ASSEMBLIES (ft)

		FDN 30-A	FDN 36-A	FDN 36-B	FDN 42-A
80 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH	32'	48'		
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS	24' X 24'			
		28' X 28'			
		32' X 28'	32' X 32'		
			36' X 36'		
			40' X 36'		
			44' X 28'	44' X 36'	
100 MPH DESIGN WIND SPEED	MAX SINGLE ARM LENGTH		36'	44'	
	MAXIMUM DOUBLE ARM LENGTH COMBINATIONS		24' X 24'		
			28' X 28'		
			32' X 24'	32' X 32'	
				36' X 36'	
				40' x24'	40' X 36'
					44' x 36'

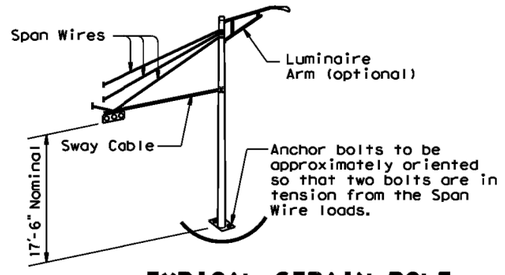


ANCHOR BOLT & TEMPLATE SIZES

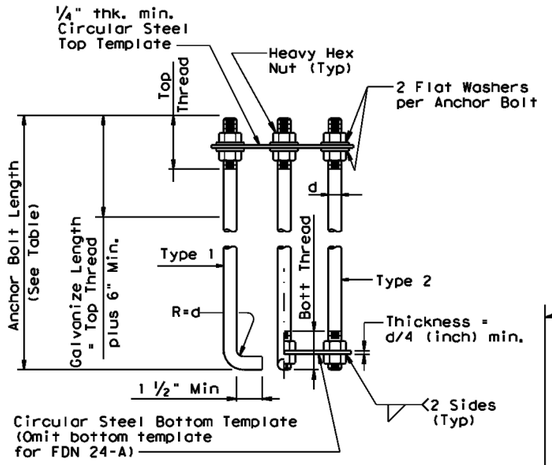
BOLT DIA IN.	⑦ BOLT LENGTH	TOP THREAD	BOTTOM THREAD	BOLT CIRCLE	R2	R1
¾"	1'-6"	3"	—	12 ¾"	7 ⅛"	5 ⅝"
1 ½"	3'-4"	6"	4"	17"	10"	7"
1 ¾"	3'-10"	7"	4 ½"	19"	11 ¼"	7 ¾"
2"	4'-3"	8"	5"	21"	12 ½"	8 ½"
2 ¼"	4'-9"	9"	5 ½"	23"	13 ¾"	9 ¼"

⑦ Min dimensions given, longer bolts are acceptable.

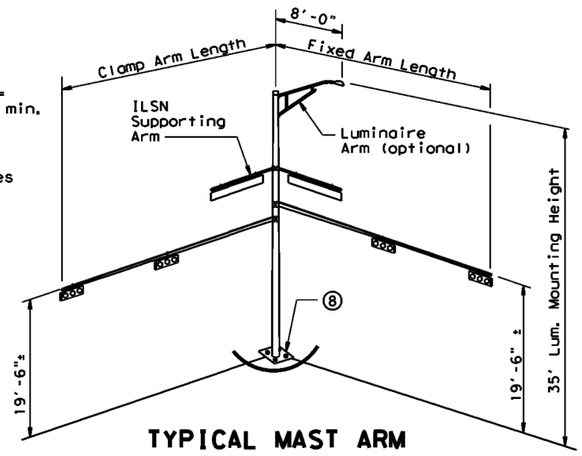
EXAMPLE:
1. For 80mph design wind speed, foundation 30-A can support up to a 32' arm with another arm up to 28'
2. For 100mph design wind speed, foundation 36-A can support a single 36' mast arm.



TYPICAL STRAIN POLE ASSEMBLY



ANCHOR BOLT ASSEMBLY



TYPICAL MAST ARM ASSEMBLY

⑧ Orient anchor bolts orthogonal with the fixed arm direction to ensure that two bolts are in tension under dead load.

FOUNDATION DETAILS

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals and interim revisions thereto.

Reinforcing steel shall conform to Item 440, "Reinforcing Steel".

Concrete shall be Class "C".

Threads for anchor bolts and nuts shall be rolled or cut threads of 8UN series up to 2" in diameter or UNC series for all sizes. Bolts and nuts shall have Class 2A and 2B fit tolerances. Galvanized nuts shall be tapped after galvanizing.

Anchor bolts that are larger than 1" in diameter shall conform to "alloy steel" or "medium-strength mild steel" per Item 449, "Anchor Bolts". Anchor bolts that are 1" in diameter or less shall conform to ASTM A36. Galvanize a minimum of the top end thread length plus 6" for all anchor bolts unless otherwise noted. Exposed washers and exposed nuts shall be galvanized. All galvanizing shall be in accordance with Item 445, "Galvanizing".

Templates and embedded nuts need not be galvanized. Lubricate and tighten anchor bolts when erecting the structure in accordance with Item 449, "Anchor Bolts".

STATE OF TEXAS
CARL B. LAFERNEY
108697
LICENSED PROFESSIONAL ENGINEER

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Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL POLE FOUNDATION

TS-FD-12

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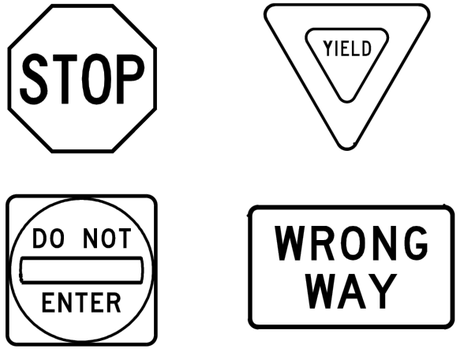
REVISIONS	DN: MS	CK: JSY	DW: MAO/MMF	CK: JSY/TEB
5-95 11-98 1-12	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				8

128

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REQUIREMENTS FOR RED BACKGROUND REGULATORY SIGNS
(STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



REQUIREMENTS FOR FOUR SPECIFIC SIGNS ONLY

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	RED	TYPE B OR C SHEETING
BACKGROUND	WHITE	TYPE B OR C SHEETING
LEGEND & BORDERS	WHITE	TYPE B OR C SHEETING
LEGEND	RED	TYPE B OR C SHEETING

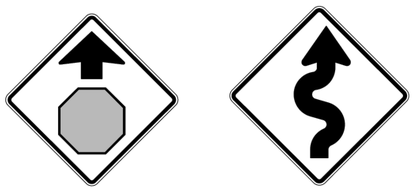
REQUIREMENTS FOR WHITE BACKGROUND REGULATORY SIGNS
(EXCLUDING STOP, YIELD, DO NOT ENTER AND WRONG WAY SIGNS)



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	ALL OTHERS	TYPE B OR C SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND, BORDERS AND SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR WARNING SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	FLOURESCENT YELLOW	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND & BORDERS	BLACK	ACRYLIC NON-REFLECTIVE FILM
LEGEND & SYMBOLS	ALL OTHER	TYPE B OR C SHEETING

REQUIREMENTS FOR SCHOOL SIGNS



TYPICAL EXAMPLES

SHEETING REQUIREMENTS		
USAGE	COLOR	SIGN FACE MATERIAL
BACKGROUND	WHITE	TYPE A SHEETING
BACKGROUND	FLOURESCENT YELLOW GREEN	TYPE B_{FL} OR C_{FL} SHEETING
LEGEND, BORDERS AND SYMBOLS	BLACK	ACRYLIC NON-REFLECTIVE FILM
SYMBOLS	RED	TYPE B OR C SHEETING

GENERAL NOTES

1. Signs to be furnished shall be as detailed elsewhere in the plans and/or as shown on sign tabulation sheet. Standard sign designs and arrow dimensions can be found in the "Standard Highway Sign Designs for Texas" (SHSD).
2. Sign legend shall use the Federal Highway Administration (FHWA) Standard Highway Alphabets (B, C, D, E, Emod or F).
3. Lateral spacing between letters and numerals shall conform with the SHSD, and any approved changes thereto. Lateral spacing of legend shall provide a balanced appearance when spacing is not shown.
4. Black legend and borders shall be applied by screening process or cut-out acrylic non-reflective black film to background sheeting, or combination thereof.
5. White legend and borders shall be applied by screening process with transparent colored ink, transparent colored overlay film to white background sheeting or cut-out white sheeting to colored background sheeting, or combination thereof.
6. Colored legend shall be applied by screening process with transparent colored ink, transparent colored overlay film or colored sheeting to background sheeting, or combination thereof.
7. Sign substrate shall be any material that meets the Departmental Material Specification requirements of DMS-7110 or approved alternative.
8. Mounting details for roadside mounted signs are shown in the "SMD series" Standard Plan Sheets.

ALUMINUM SIGN BLANKS THICKNESS	
Square Feet	Minimum Thickness
Less than 7.5	0.080
7.5 to 15	0.100
Greater than 15	0.125

DEPARTMENTAL MATERIAL SPECIFICATIONS	
ALUMINUM SIGN BLANKS	DMS-7110
SIGN FACE MATERIALS	DMS-8300

The Standard Highway Sign Designs for Texas (SHSD) can be found at the following website.

http://www.txdot.gov/

Texas Department of Transportation

Traffic Operations Division Standard

TYPICAL SIGN REQUIREMENTS

TSR(4)-13

FILE: tsr4-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT October 2003	CONT	SECT	JOB	HIGHWAY
REVISIONS				
12-03 7-13	DIST	COUNTY		SHEET NO.
9-08				9

4

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SIGN SUPPORT DESCRIPTIVE CODES

(Descriptive Codes correspond to project estimate and quantities sheets)

SM RD SGN ASSM TY XXXXX(X)XX(X-XXXX)

Post Type

FRP = Fiberglass Reinforced Plastic Pipe (see SMD(FRP))
TWT = Thin-Walled Tubing (see SMD(TWT))
10BWG = 10 BWG Tubing (see SMD(SLIP-1) to (SLIP-3))
S80 = Schedule 80 Pipe (see SMD(SLIP-1) to (SLIP-3))

Number of Posts (1 or 2)

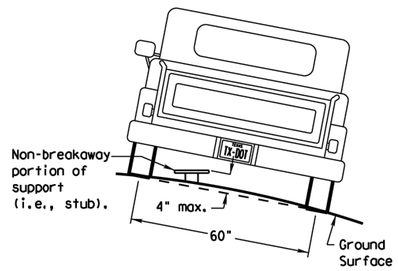
Anchor Type

UA = Universal Anchor - Concreted (see SMD(FRP) and (TWT))
UB = Universal Anchor - Bolted down (see SMD(FRP) and (TWT))
WS = Wedge Anchor Steel - (see SMD(TWT))
WP = Wedge Anchor Plastic (see SMD(TWT))
SA = Slipbase - Concreted (see SMD(SLIP-1) to (SLIP-3))
SB = Slipbase - Bolted Down (see SMD(SLIP-1) to (SLIP-3))

Sign Mounting Designation

P = Prefab. "Plain" (see SMD(SLIP-1) to (SLIP-3), (TWT), (FRP))
T = Prefab. "T" (see SMD(SLIP-1) to (SLIP-3), (TWT))
U = Prefab. "U" (see SMD(SLIP-1) to (SLIP-3))
IF REQUIRED
1EXT or 2EXT = Number of Extensions (see SMD(SLIP-1) to (SLIP-3), (TWT))
BM = Extruded Wind Beam (see SMD(SLIP-1) to (SLIP-3))
WC = 1.12 #/ft Wing Channel (see SMD(SLIP-1) to (SLIP-3))
EXAL = Extruded Aluminum Sign Panels (see SMD(SLIP-1))

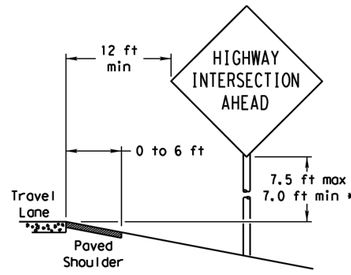
REQUIRED CLEARANCE FOR BREAKAWAY SUPPORT



To avoid vehicle undercarriage snagging, any substantial remains of a breakaway support, when it is broken away, should not project more than 4 inches above a 60-inch chord (i.e., typical space between wheel paths).

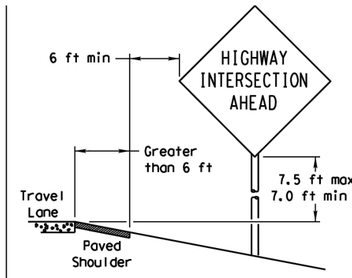
SIGN LOCATION

PAVED SHOULDERS



LESS THAN 6 FT. WIDE

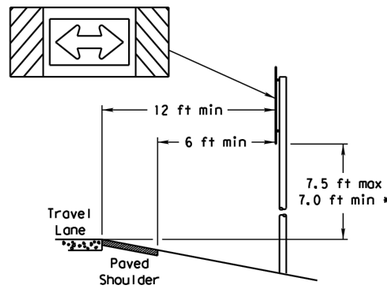
When the shoulder is 6 ft. or less in width, the sign must be placed at least 12 ft. from the edge of the travel lane.



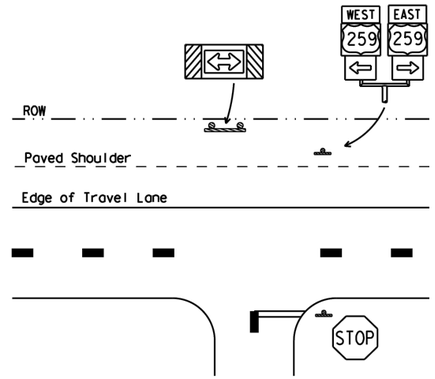
GREATER THAN 6 FT. WIDE

When the shoulder is greater than 6 ft in width, the sign must be placed at least 6 ft. from the edge of the shoulder.

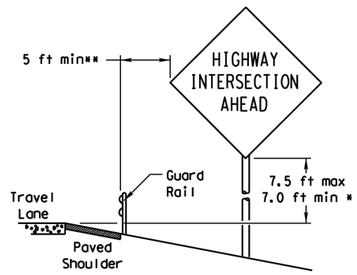
T-INTERSECTION



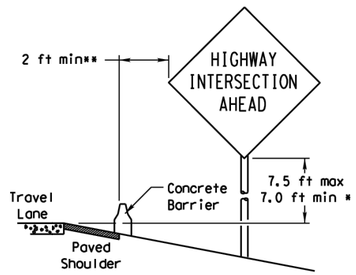
When this sign is needed at the end of a two-lane, two way roadway, the right edge of the sign should be in line with the centerline of the roadway. Place as close to ROW as practical.



BEHIND BARRIER



BEHIND GUARDRAIL



BEHIND CONCRETE BARRIER

**Sign clearance based on distance required for proper guard rail or concrete barrier performance.

* Signs shall be mounted using the following condition that results in the greatest sign elevation:

(1) a minimum of 7 to a maximum of 7.5 feet above the edge of the travel lane or

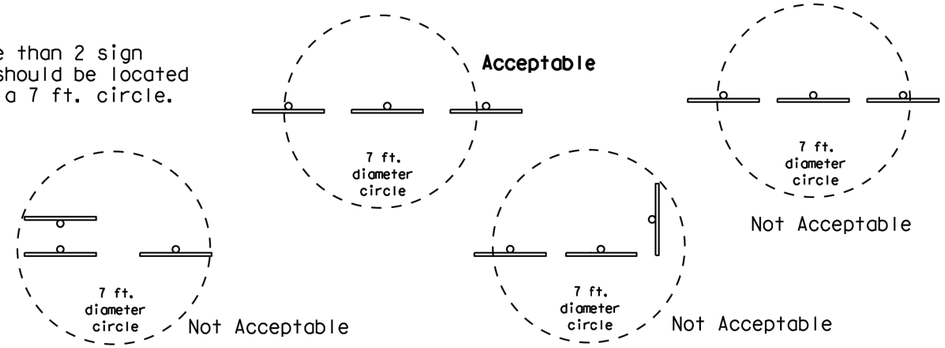
(2) a minimum of 7 to a maximum of 7.5 feet above the grade at the base of the support when sign is installed on the backslope.

The maximum values may be increased when directed by the Engineer.

See the Traffic Operations Division website for detailed drawings of sign clamps, Triangular Slipbase System components and Wedge Anchor System components.

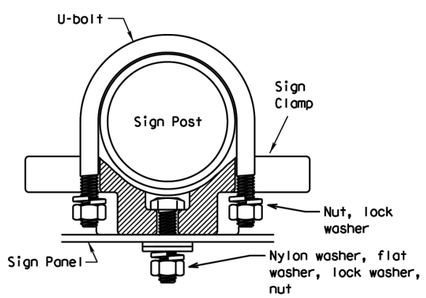
The website address is:
http://www.txdot.gov/publications/traffic.htm

No more than 2 sign posts should be located within a 7 ft. circle.



TYPICAL SIGN ATTACHMENT DETAIL

Single Signs

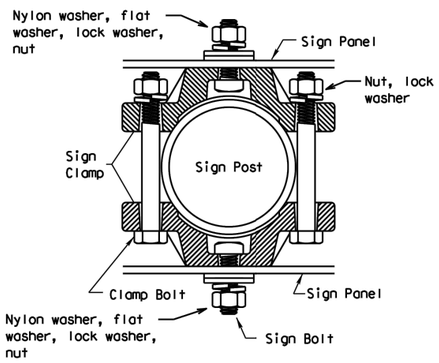


Bolts used to mount sign panels to the clamp are 5/16-18 UNC galvanized square head with nut, nylon washer, flat washer and lock washer. The bolt length is 1 inch for aluminum.

When two sign clamps are used to mount signs back-to-back, use a 5/16-18 UNC galvanized hex head per ASTM A307 with nut and helical-spring lock washer. The approximate bolt lengths for various post sizes and sign clamp types are given in the table at right. The bolt length may need to be adjusted depending upon field conditions.

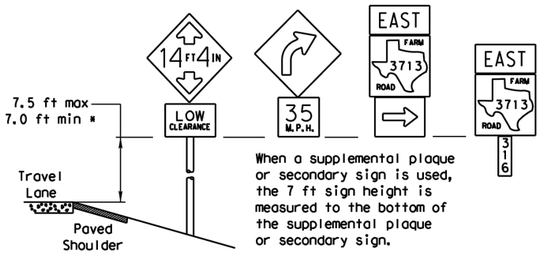
Sign clamps may be either the specific size clamp or the universal clamp.

Back-to-Back Signs



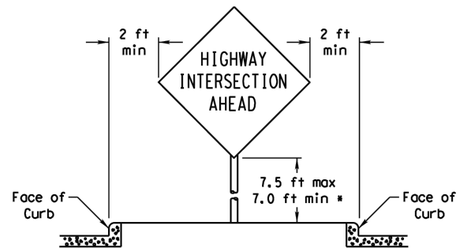
Pipe Diameter	Approximate Bolt Length	
	Specific Clamp	Universal Clamp
2" nominal	3"	3 or 3 1/2"
2 1/2" nominal	3 or 3 1/2"	3 1/2 or 4"
3" nominal	3 1/2 or 4"	4 1/2"

SIGNS WITH PLAQUES



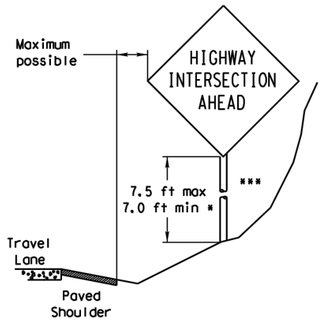
When a supplemental plaque or secondary sign is used, the 7 ft sign height is measured to the bottom of the supplemental plaque or secondary sign.

CURB & GUTTER OR RAISED ISLAND



RESTRICTED RIGHT-OF-WAY

(When 6 ft min. is not possible.)



Right-of-way restrictions may be created by rocks, water, vegetation, forest, buildings, a narrow island, or other factors.

In situations where a lateral restriction prevents the minimum horizontal clearance from the edge of the travel lane, signs should be placed as far from the travel lane as practical.

*** Post may be shorter if protected by guardrail or if Engineer determines the post could not be hit due to extreme slope.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS GENERAL NOTES & DETAILS

SMD(GEN)-08

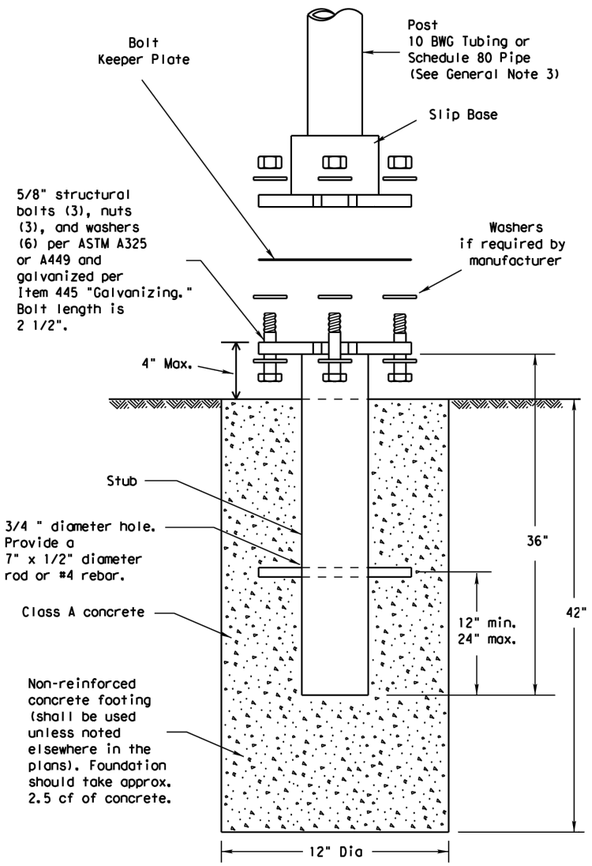
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9-08 REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				10

DATE:
FILE:

26A

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TRIANGULAR SLIPBASE INSTALLATION GENERAL REQUIREMENTS



SM RD SGN ASSM TY XXXXX(X)SA(X-XXXX)

NOTE

There are various devices approved for the Triangular Slipbase System. Please reference the Material Producer List for approved slip base systems. http://www.txdot.gov/business/producer_list.htm The devices shall be installed per manufacturers' recommendations. Installation procedures shall be provided to the Engineer by Contractor.

GENERAL NOTES:

1. Slip base shall be permanently marked to indicate manufacturer. Method, design, and location of marking are subject to approval of the TxDOT Traffic Standards Engineer.
2. Material used as post with this system shall conform to the following specifications:
   10 BWG Tubing (2.875" outside diameter)
   - 0.134" nominal wall thickness
   - Seamless or electric-resistance welded steel tubing or pipe
   - Steel shall be HSLAS Gr 55 per ASTM A1011 or ASTM A1008
   - Other steels may be used if they meet the following:
     - 55,000 PSI minimum yield strength
     - 70,000 PSI minimum tensile strength
     - 20% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.122" to 0.138"
   - Outside diameter (uncoated) shall be within the range of 2.867" to 2.883"
   - Galvanization per ASTM A123 or ASTM A653 G210. For precoated steel tubing (ASTM A653), recoat tube outside diameter weld seam by metallizing with zinc wire per ASTM B833.

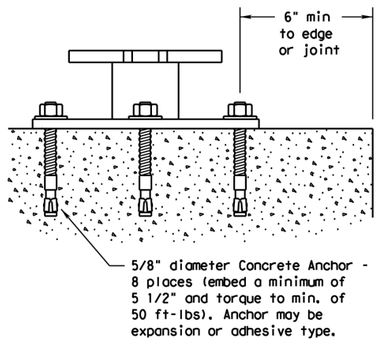
   Schedule 80 Pipe (2.875" outside diameter)
   - 0.276" nominal wall thickness
   - Steel tubing per ASTM A500 Gr C
   - Other seamless or electric-resistance welded steel tubing or pipe with equivalent outside diameter and wall thickness may be used if they meet the following:
     - 46,000 PSI minimum yield strength
     - 62,000 PSI minimum tensile strength
     - 21% minimum elongation in 2"
   - Wall thickness (uncoated) shall be within the range of 0.248" to 0.304"
   - Outside diameter (uncoated) shall be within the range of 2.855" to 2.895"
   - Galvanization per ASTM A123
3. See the Traffic Operations Division website for detailed drawings of sign clamps and Texas Universal Triangular Slipbase System components. The website address is: http://www.txdot.gov/publications/traffic.htm
4. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.

ASSEMBLY PROCEDURE

Foundation
1. Prepare 12-inch diameter by 42-inch deep hole. If solid rock is encountered, the depth of the foundation may be reduced such that it is embedded a minimum of 18 inches into the solid rock.
2. The Engineer may permit batches of concrete less than 2 cubic yards to be mixed with a portable, motor-driven concrete mixer. For small placements less than 0.5 cubic yards, hand mixing in a suitable container may be allowed by Engineer. Concrete shall be Class A.
3. Push the pipe end of the slip base stub into the center of the concrete. Rotate the stub back and forth while pushing it down into the concrete to assure good contact between the concrete and stub. Continue to work the stub into the concrete until it is between 2 to 4 inches above the ground.
4. Plumb the stub. Allow a minimum of 4 days to set, unless otherwise directed by the Engineer.
5. The triangular slipbase system is multidirectional and is designed to release when struck from any direction.

Support
1. Cut support so that the bottom of the sign will be 7 to 7.5 feet above the edge of the travelway (i.e., edge of the closest lane) when slip plate is below the edge of pavement or 7 to 7.5 feet above slip plate when the slip plate is above the edge of the travelway. The cut shall be plumb and straight.
2. Attach sign to support using connections shown. When multiple signs are installed on the same support, ensure the minimum clearance between each sign is maintained. See SMD(SLIP-2) for clearances based on sign types.

CONCRETE ANCHOR



SM RD SGN ASSM TY XXXXX(X)SB(X-XXXX)

Concrete anchor consists of 5/8" diameter stud bolt with UNC series bolt threads on the upper end. Heavy hex nut per ASTM A563, and hardened washer per ASTM F436. The stud bolt shall have a minimum yield and ultimate tensile strength of 50 and 75 KSI, respectively. Nuts, bolts and washers shall be galvanized per Item 445, "Galvanizing." Adhesive type anchors shall have stud bolts installed with Type III epoxy per DMS-6100, "Epoxies and Adhesives." Adhesive anchors may be loaded after adequate epoxy cure time per the manufacturer's recommendations. Top of bolt shall extend at least flush with top of the nut when installed. The anchor, when installed in 4000 psi normal-weight concrete with a 5 1/2" minimum embedment, shall have a minimum allowable tension and shear of 3900 and 3100 psi, respectively.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS
SMALL ROADSIDE SIGNS
TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-1)-08

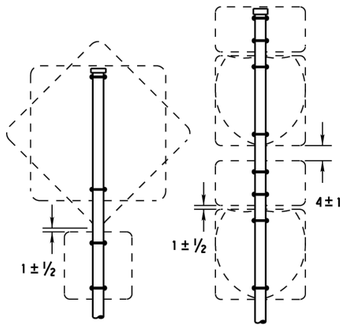
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CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.
			11

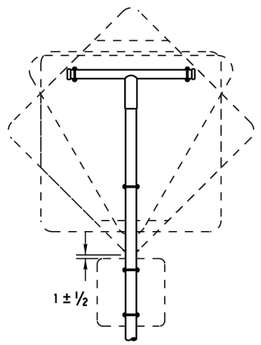
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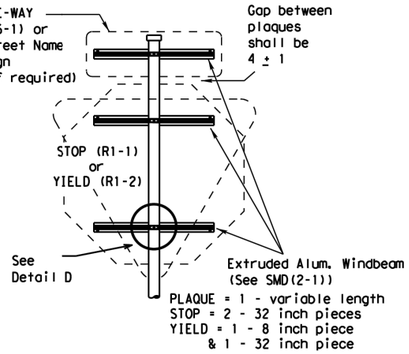
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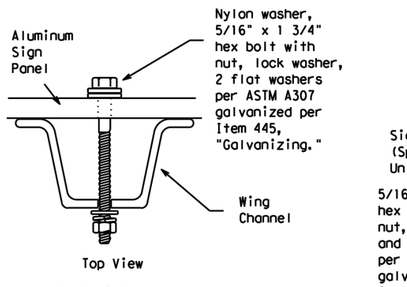
SM RD SGN ASSM TY XXXXX(1)XX(P)



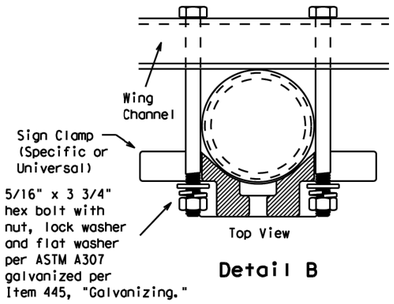
SM RD SGN ASSM TY XXXXX(1)XX(T)



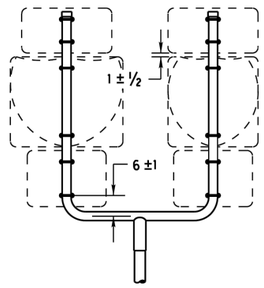
SM RD SGN ASSM TY XXXXX(1)XX(P-BM)



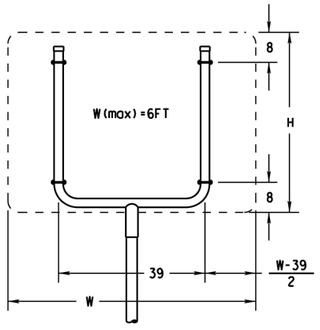
Detail A



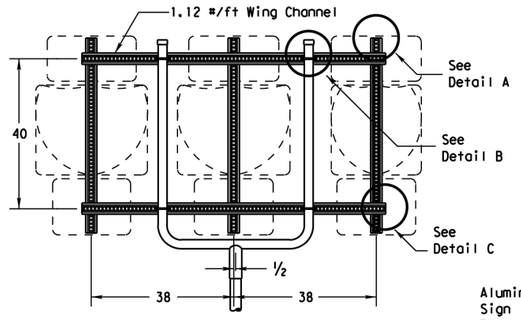
Detail B



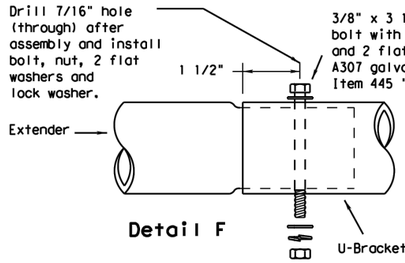
SM RD SGN ASSM TY XXXXX(1)XX(U)



SM RD SGN ASSM TY XXXXX(1)XX(U)

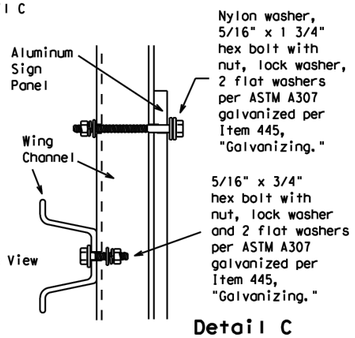


SM RD SGN ASSM TY XXXXX(1)XX(U-WC)
(See Note 11)

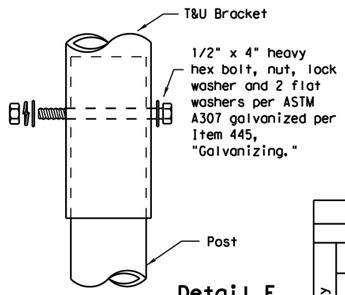


Detail F

Splices shall only be allowed behind the sign substrate.



Detail C



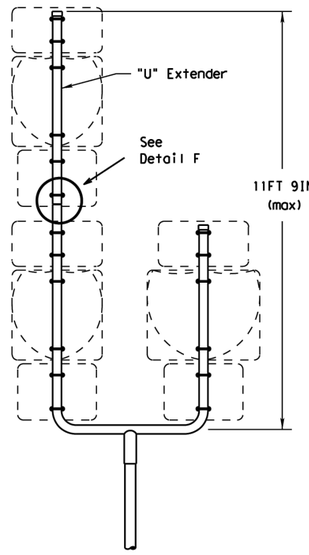
Detail E

GENERAL NOTES:

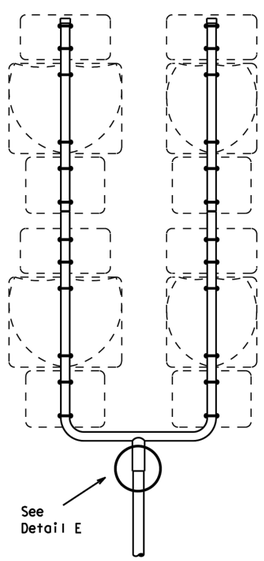
1.

SIGN SUPPORT	# OF POSTS	MAX. SIGN AREA
10 BWG	1	16 SF
10 BWG	2	32 SF
Sch 80	1	32 SF
Sch 80	2	64 SF

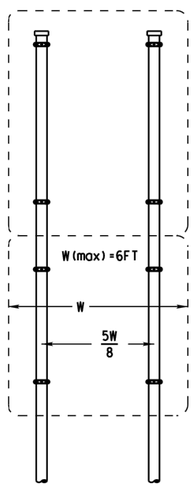
2. The Engineer may require that a Schedule 80 post be used in place of a 10 BWG where a sign height is abnormally high due to a fill slope.
3. Sign supports shall not be spliced except where shown. Sign support posts shall not be spliced.
4. Aluminum sign blanks shall conform to Departmental Material Specifications DMS-7110 and shall have the following minimum thicknesses: 0.080 for signs less than 7.5 sq. ft., 0.100 for signs 7.5 to 15 sq. ft., and 0.125 for signs greater than 15 sq. ft.
5. Signs that require specific supports due to reasons in addition to windloading are indicated on the "REQUIRED SUPPORT" table on this sheet.
6. For horizontal rectangular signs fabricated from flat aluminum, T-brackets are used for signs 24 inches or less in height. U-brackets are used for signs of greater height.
7. When two triangular slipbase supports are used to support a single sign, they shall not be "rigidly" connected to each other except through the sign panel. This will allow each support to act independently when impacted by an errant vehicle.
8. Wing channel shall meet ASTM A 1011 SS Gr 50 and be galvanized per ASTM A 123.
9. Excess pipe, wing channel, or windbeam shall be cut off so that it does not extend beyond the sign panel (i.e., excess support shall not be visible when the sign is viewed from the front.) Repair galvanized coating at cut support ends per Item 445, "Galvanizing."
10. Additional route markers may be added vertically, provided the total sign area does not exceed the maximum allowable amount per Note 1.
11. Additional sign clamp required on the "T-bracket" post for 24 inch height signs. Place the clamp 3 inches above bottom of sign when possible.
12. Post open ends shall be fitted with Friction Caps.
13. Sign blanks shall be the sizes and shapes shown on the plans.



SM RD SGN ASSM TY S80(1)XX(U-1EXT)

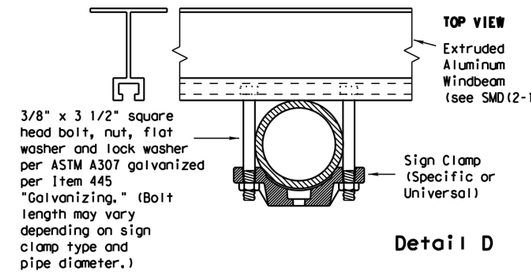


SM RD SGN ASSM TY S80(1)XX(U-2EXT)

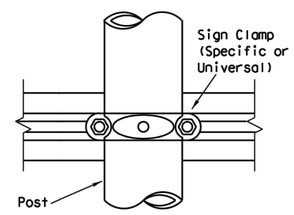


SM RD SGN ASSYM TY XXXXX(2)XX(P)

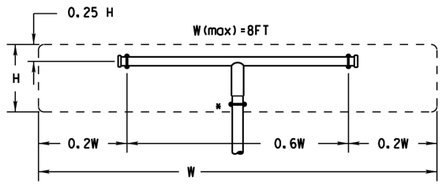
SIDE VIEW



Detail D



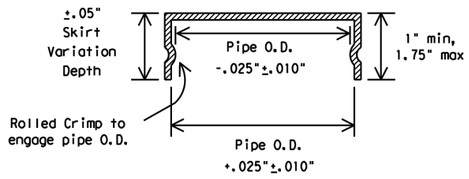
REQUIRED SUPPORT		
	SIGN DESCRIPTION	SUPPORT
Regulatory	48-inch STOP sign (R1-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	60-inch YIELD sign (R1-2)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	48x16-inch ONE-WAY sign (R6-1)	TY 10BWG(1)XX(T) TY 10BWG(1)XX(P-BM)
	36x48, 48x36, and 48x48-inch signs	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
Warning	48x48-inch signs (diamond or square)	TY 10BWG(1)XX(T)
	48x60-inch signs	TY S80(1)XX(T)
	48-inch Advance School X-ing sign (S1-1)	TY 10BWG(1)XX(T)
	48-inch School X-ing sign (S2-1)	TY 10BWG(1)XX(T)
	Large Arrow sign (W1-6 & W1-7)	TY 10BWG(1)XX(T)



All dimensions are in english unless detailed otherwise.

SM RD SGN ASSM TY XXXXX(1)XX(T)
(* - See Note 12)

FRICTION CAP DETAIL



Friction caps may be manufactured from hot rolled or cold rolled steel sheets. The minimum sheet metal thickness shall be 24 gauge for all cap sizes.

The rim edges shall be reasonably straight and smooth. Caps shall be sized and formed in such a manner as to produce a drive-on friction fit and have no tendency to rock when seated on the pipe. The depth shall be sufficient to give positive protection against entrance of rainwater. They shall be free of sharp creases or indentations and show no evidence of metal fracture.

Caps shall have an electrodeposited coating of zinc in accordance with the requirements of ASTM B633 Class FE/ZN 8.

Texas Department of Transportation
Traffic Operations Division

SIGN MOUNTING DETAILS SMALL ROADSIDE SIGNS TRIANGULAR SLIPBASE SYSTEM

SMD(SLIP-2)-08

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	DIST	COUNTY		SHEET NO.
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DATE:
FILE:

GENERAL ITEMS

1. Prior to any construction the contractor shall be familiar with the contract documents, specifications, construction plans (including notes), City of Celina specifications and any other applicable standards or specifications relevant to the proper completion of the work specified. Failure on the part of the contractor to be familiar with all standards and specifications pertaining to this work shall in no way relieve the contractor of responsibility for performing the work in accordance with such applicable standards and specifications.
2. Prior to construction, contractor shall have in their possession all necessary permits, plans, licenses etc. Contractor shall have at least one set of approved engineering plans and specifications on site at all times.
3. All work shall conform to the City of Celina's design manuals and standards. In the event an item is not covered in the plans or the City of Celina's design manuals and standards, notification shall be given to the City and Project Engineers. The City engineer shall have the final decision on all construction materials, methods and procedures.
4. Representative of the owner, engineer, City, geotechnical engineer and reviewing authorities and agencies, will perform construction inspection. Unrestricted access shall be provided to them at all times. Contractor is responsible for understanding and scheduling required inspections. Test samples shall be collected and processed by certified technicians.
5. Work may not be backfilled or covered until the City and/or inspector have inspected it.
6. All contractors must confine their activities to the work area. No encroachments onto developed or undeveloped areas will be allowed. Any damage resulting shall be contractor's responsibility to repair.
7. Developer shall be responsible for obtaining all offsite easement prior to commencement of offsite and relevant onsite construction.
8. It will be the responsibility of each contractor to protect all existing public and private utilities throughout the construction of projects. Contractor shall contact the appropriate utility company for line locations prior to commencement of construction and shall assume full liability to those companies for any damages caused to their facilities. Prior to construction, submit a line locate request via the City website at:
   https://www.celina-tx.gov/FormCenter/Marketing-7/Celina-Public-Works-Line-Locate-Requests-151

Digtess	800-DIG-TESS
Atmos Energy	866-286-6700
Oncor Electric Delivery	888-313-6862
AT & T	800-288-2020
City Of Celina	972-382-2682
Spectrum	833-267-6094
Grande Communications	940-465-0630/ 214-618-6198
Coserv Electric & Gas	940-321-7800
Mustang SUD	972-440-9561/ 972-382-3222
GCEC - Electric	903-482-7100
GCEC - Telecom	903-482-7000/ 800-867-2887
EnLink Midstream	214-953-9500
Sudden Link	877-794-2724
Oneok	918-588-7000
Astound Broadband	866-247-2633
Town Of Prosper	972-347-9969

9. Trench safety design will be the responsibility of the utility contractor. Contractor shall submit a trench safety design approved by a professional engineer to the City's engineering inspector to review prior to the start of any underground utility construction.
10. Continuous access for mail service shall be provided during construction.
11. Construction may not begin earlier than 7:00 am on weekdays nor continue after dark without permission from the City. Construction on holidays and Saturdays must be approved two days in advance. A fee of $300.00 a day for working on holidays and Saturdays will be assessed payable to the City before work is performed and work may not begin before 8:00 am.
12. The owner will pay for first time material testing, any retesting will be at contractor's expense. Material testing shall be performed by an independent testing laboratory of owner's choice.
13. The City shall select the location and depth of each soil density test unless directed otherwise.
14. Contractor shall contact the street department for the removal of any City signs in right-of-way.
15. If any conflict arises between these general notes and any other notes found in the plans, the City's general notes shall take precedence.
16. Protective bollards shall be painted either black or neutral colors.

TRAFFIC CONTROL

1. When the normal function of the roadway is suspended through closure of any portion of the right-of-way, temporary construction work zone traffic control devices shall be installed to effectively guide the motoring public through the area. Consideration for road user safety, worker safety and the efficiency of road user flow shall be an integral element of every traffic control zone. All traffic control devices shall be in accordance with the latest TMUTCD.
2. Any traffic control plans not included in the engineering plan set must be submitted for review a minimum of seven (7) calendar days prior to the anticipated lane closure. Construction activity shall not begin until the traffic control plan is approved by the City. Traffic control plans may be required on other roadways as determined by the traffic engineer or the designee. All traffic control plan must be reviewed by the traffic engineer or their designated representative.
3. The contractor shall be responsible for maintaining all traffic control devices whether or not work is active. Any deficiencies shall be corrected by the contractor immediately, regardless of time of day.
4. Lane closure will not be permitted on arterial roadways before 9:00 am or after 4:00 pm unless approved otherwise by the City. Violations may result in suspension of all work at the job site for a minimum of forty eight (48) hours. The City reserves the right to deny a closure for a special event.
5. Lane closures will not be permitted on streets adjacent to private and/or public schools during the following hours unless approved otherwise by the City:
   ELEMENTARY: 7:15 AM - 8:15 AM; 2:45 PM - 3:45PM
   MIDDLE SCHOOL: 7:55 AM - 9:00 AM; 3:30 PM - 4:40PM
   HIGH SCHOOL: 6:45 AM - 7:45AM; 2:15PM-3:15PM
6. All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time at the end of the workday, temporary traffic control devices that are no longer appropriate shall be removed or covered. The first violation will result in suspension of all work at the job site a minimum of forty eight (48) hours.
7. Existing permanent signs removed by the contractor for construction purposes other than stop, yield and street name signs shall be returned to the City of Celina. All stop, yield and street name signs removed shall be temporarily erected in the appropriate locations (no less than seven feet (7') vertical from grade) until permanent signing can be installed . Any temporary stop or yield sign locations to be left in place overnight will require prior approval from the City engineer.
8. Any permanent sign or existing pavement markings that conflict with the approved traffic control plan shall be covered, obliterated or removed as directed by the City engineer.
9. Access must be maintained to all drives and side streets or as indicated in the traffic control plan.

EROSION CONTROL AND VEGETATION

1. Every soil disturbing activity shall have an accompanying Erosion Control Plan (ECP), and either Construction Site Notice (CSN) for those activities disturbing more than one (1) but less than five (5) acres and/or Notice of Intent (NOI) for those activities disturbing five (5) or more acres. A copy of the appropriate CSN and/or NOI shall be provided to the City of Celina prior to issuance of a grading permit. the ECP shall be provided to City of Celina's engineering department for approval prior to grading.
2. The CSN and/or NOI shall be posted in a location viewable to the public until construction is complete and notice of termination (NOT) submitted. The Storm Water Pollution Prevention Plan (SW3P) shall be readily available for review by federal, state or local officials.
3. No soil disturbing activities will occur prior to the SW3P, ECP and associated Best Management Practices (BMP) being fully implemented, and then inspected by the City's engineering inspector.
4. The contractor shall comply with the City of Celina's storm water ordinance, the current NCTCOG ISWM technical manual for construction, the TPDES general construction permit TXR150000 and any other state and/or local regulations.
5. The contractor shall employ measures as necessary to prevent dirt, mud, and debris from being trucked off site. Any dirt, mud, debris trucked offsite shall be cleaned up by the contractor immediately.
6. The operator or his representative shall review the site weekly and after any major storm. Adjustments/repairs to the erosion control measures will be made as needed. The contractor shall notify the City's engineering inspector of adjustments/repairs such that the adjustments/repairs may be inspected and approved by the inspector.
7. Along parkways and medians in the right-of-way, a four-foot (4') strip of native sod shall be placed behind the curb on top of four inches (4") of topsoil. Contractor shall be responsible for any temporary irrigation or watering as needed. Areas adjacent to new residential lots, where the homebuilder will be disturbing this area, may be exempted from this requirement so long as adequate erosion control measures are installed and maintained behind the curb.
8. A minimum of eight feet (8') of the appropriate seasonal seeded Curlex shall be provided adjacent to all street and fire lane curbs and four feet (4') adjacent to alleys. The use of innovative products is encouraged, such as those made with composting materials, as long as they are approved by the Director of Engineering Services and permanent vegetative stabilization is established.
9. Contractor shall establish perennial vegetation on all other disturbed areas immediately upon completion of grading activities. An appropriate seed mix should be considered with respect to the season and the timing of final acceptance. A cool season seed mix should be used between September 15, and April 15. Final acceptance of a site shall be contingent upon perennial vegetation being fully established in all disturbed areas.
10. A Completed Notice of Termination (NOT) shall be submitted to the state and a copy of this "NOT" shall be provided to the City prior to final acceptance.
11. Inspections shall be performed every seven (7) days and any repair or maintenance on erosion controls and best management practices will be made promptly as needed.
12. No excavation or curb cut-backs will be allowed within eighteen inches (18") of the street or curb without approval from the City engineer.
13. Streets will be kept free from mud or earth materials during the construction.
14. Use of alternate erosion control devices must be approved in advance by City engineer and shown clearly on the erosion control plans prior to any earth disturbing activities.
15. The requirements of NCTCOG best management practices standards shall apply to all alternate erosion control devices as amended by the City.
16. Concrete wash-out shall be maintained and shall have signage and shown on erosion control drawings.

GRADING:

1. Top soil stripping and replacement: Top soil stripping shall be incorporated into landscape areas outside overbuilt pads, in street parkways, medians, open space, earthen drainage ditches and swales for all subdivisions. A minimum of four inches (4") of topsoil shall be placed in advance of grassing operations. The grading operations shall accommodate topsoil to be placed in the designated areas. Stockpiled topsoil shall be protected from erosion with appropriate erosion control measures at all time. Once the excess material has been placed and compacted, the top soil shall be evenly redistributed on top of the placed fill before being re-vegetated.
2. Re-grading work shall be closely coordinated with the owner and engineer before and as the work is being accomplished. Once started, the work shall be proceeded with diligence until complete.
3. All new work shall slope uniformly between spot elevations unless noted otherwise. Provide positive drainage on all finish grades.
4. In areas to be filled, all trees, stumps, brush, abandoned structures, roots, topsoil, vegetation, sediments, large rock fragments, rubbish and any other undesirable or deleterious matter shall be properly removed and disposed off. All top soil, roots and other vegetation and loose or soft soils shall be stripped to a depth of six inches (6") or to the extent practical. It is recommended that trees scheduled for removal in the vicinity of proposed slab-on-grade foundations be removed as far in advance of slab construction as possible. This will tend to restore a more favorable soil moisture equilibrium which will in turn minimize the potential for greater than anticipated post-construction ground movements. Trees should be excavated to below their root balls. Excavation should be filled with soil similar to the surrounding soil. The fill should be constructed in accordance with the recommendations presented in the preliminary geotechnical investigation.
5. Watering of earthwork placed in fill areas may be necessary to achieve the specified moisture density requirement and to germinate/sustain grass cover in areas to receive a vegetative cover after grading is complete. The contractor may request for a fire hydrant meter from the city for construction water use or obtain water from an alternate source. No extra payment will be made to the contractor for water.
6. Contractors are directed to ensure that all swales as shown on the grading plans are properly installed. At locations where retaining walls exist and/or are proposed behind, beside or between lots, swales must be created on the upper lot directly behind the wall and on the lower lot adjacent to the wall where shown to convey surface drainage in the direction shown on the grading plan.

ESTABLISHMENT OF GROUND COVER

1. Eighty percent (80%) evenly distributed ground cover, without large bare areas, shall be established after the designated areas have been completed to the lines, grades and cross sections shown on the plans and prior to final acceptance.
2. Prior to planting, contractor shall provide the city engineer, or his designee, with the State of Texas certificate stating analysis of purity and germination of seed (certificate of purity).
3. Planting season and application rates: all planting shall be done between the dates specified in table 1, for each grass type except when specifically authorized in writing. The seeds planted per acre shall be of a type specified with the mixture, rate and planting dates as shown in the table 1, or as specified by the engineer.

Table 1. Seeding Turfgrass

Type	Planting Season	Seed and Rate
Type I	March through September	Bermuda grass, Hulled 50-LB (22.7-KG) PLS per acre[1]
Type II	October through February	Rye grass, 100-LB (45.4-KG) pls per acre combined with Bermuda grass, Hulled 20-LB (9.1-KG) PLS per acre.[1]
Other	As specified on plans	As specified on plans

[1]PLS - Pure Live Seed is determined by multiplying the gross weight times purity times the germination [For example, a 100-lb bag with 85% purity and 80% germination. (PLS=pounds in bag x Purity x germination) 100 x 0.85 x 0.8 = 60.8 -lbs of pure live seed.)

4. Seeded areas shall be maintained, including watering and mowing, at such time and in a manner and quality to establish a minimum eighty percent (80%) evenly distributed ground cover.
5. In lieu of silt fences, the contractor shall use temporary erosion control matting and/or mulching perimeter guard to stabilize disturbed soil area.
6. Erosion control mats used against paved areas shall have a width of no less than eight feet (8'). No hay products shall be used.
7. All material incorporated in the construction shall be new.

PAVING

1. All mix designs shall be sealed by a professional engineer and submitted to the City inspector ten (10) days before a scheduled placement. Mix designs are subject to approval by the City engineer.
2. All concrete paving shall have a minimum compressive strength of four thousand (4000) psi unless a higher compressive strength is specified.
3. All fill shall be compacted to ninety five percent (95%) standard proctor density in a maximum of six inches (6") lifts or per the approved geotechnical engineers report. Copy of geotechnical report shall be submitted to the City for approval.
4. Subgrade shall extend twenty-four inches (24") minimum behind the curb, be a minimum of six inches (6") thick and shall be lime or cement stabilized as recommended in the geotechnical report. The amount of lime to be added shall be sufficient to achieve plasticity index not to exceed twelve (12).
5. A subgrade density report must be presented to the City inspector prior to paving. Densities are only valid for seventy-two (72) hours. Densities received on a Friday are valid until noon on the following Monday. Densities taken before inclement weather may be required to be retaken at the City inspector's discretion. A minimum of four (4) test cylinders are required for breaks at seven (7) days, two (2) at twenty- eight (28) days and the last cylinder being an extra.
6. All City streets are required to be paved with the use of an approved slip form paving machine with mechanical vibration. Hand pours are only allowed at intersection returns or other non-standard areas as approved by the City inspector. Hand pours shall be vibrated by an approved hand vibrator.
7. Sidewalks concrete shall be vibrated to expel all trapped air pockets.
8. All median noses shall be laid down type (see details) and poured monolithically.
9. Expansion joints in pavements shall be redwood boards only with a maximum spacing of six hundred feet (600') and must be sawcut within eighteen (18) hours of placement.
10. All barrier free ramps shall comply with the current ADA and TxDOT regulations. No pavers are allowed.
11. There shall be no leave outs for utility adjustments; all manhole, valve sets etc. shall be constructed to final grade prior to paving.
12. Medians and parkways shall be sodded (no seeding). Contractor shall ensure the establishment of all sods prior to project final acceptance. Contractor shall contact City of Celina's streets department prior to the removal of any City signs in right-of-way.
13. All lime shall come from a single source, shall be the same source as used in the design, and shall be subjected to periodic testing to confirm properties. Each shipment of lime shall be accompanied by a certificate of compliance stating the conformance of the product to the City's specifications. Certificates shall be provided to the city. In the event the contractor changes lime sources, no work shall be done until the City accepts, in writing, a new lime-soil mix design using the new lime source.
14. All water used in the construction shall meet the material requirements in AASHTO T 26. Known potable water may be used without testing.
15. Subgrade soils used in the stabilization shall be of the same AASHTO OR ASTM Classification and plasticity index range as used in the approved mix design. All organics, roots and deleterious materials shall be removed from the area to be stabilized and shall be wasted.
16. Asphalt used to seal the surface of the lime stabilized subgrade shall be approved by the City and shall conform to the requirements of TxDOT Item 300, "ASPHALTS, OILS AND EMULSIONS". Each shipment shall be accompanied by a certificate of compliance stating the conformance of the product to these specifications which shall be provided to the City.
17. Unless otherwise approved by the City, the lime operation shall not be started when the air temperature is below forty degrees fahrenheit (40° F) and falling, but may be started when the air temperature is above thirty-five degrees fahrenheit (35° F) and rising. The temperature will be taken in the shade and away from artificial heat. Lime shall not be placed during periods of rain or when weather conditions in the opinion of the City are not suitable.
18. Slurried quick lime shall be spread and mixed within one (1) hour. Slurry exposed to air for over one (1) hour shall not be accepted. Dry quick lime shall be used only upon City's approval and shall be spread only on that area where the mixing operations can be completed during the same working day. Dry quick lime shall not be applied when wind conditions, in the opinion of the city, are such that blowing lime becomes objectionable to adjacent property owners or dangerous to traffic.
19. If subgrade lime stabilization is to be reprocessed a three percent (3%) additional lime shall be required.
20. Joint and crack sealant compound must be gray in color when used on concrete pavements and black in color when used on asphalt pavements.
21. Minimum slope on pavement is 0.6%. Grade changes greater than 1.0% require a vertical curve.

STORM SEWER

1. The contractor shall field verify the vertical and horizontal locations of all existing utilities prior to start of construction. The contractor shall notify the design engineer immediately if any conflict is discovered.
2. Contractor shall verify and coordinates all dimensions shown, including the horizontal and vertical location of curb inlets and all utilities crossing the storm sewer. Flow lines and rims of proposed inlets shall be verified with the proposed grade prior to construction.
3. In event where a water line crosses an inlet, the water line shall be deflected as recommended by manufacturer.
4. Existing manhole tops and all other drainage facilities shall be adjusted as required to match final grades.
5. Recessed curb inlet shall be installed on all major thoroughfares and standard on residential thoroughfares unless approved otherwise by the City.
6. Prior to final acceptance, all storm sewers shall be television inspected and cleared of any sediments and debris.
7. Concrete flumes are not permitted. Design engineer must submit plans for concrete pilot channels in ponds for approval at at the City Engineer's discretion.
8. Debris separators are required on all storm sewers discharging into natural waterways or retention ponds.
9. Headwalls and safety end treatments shall be stamped and stained concrete or masonry clad.

TREE PRESERVATION

1. Prior to construction, the contractor or subcontractor shall construct and maintain a protective fence at the drip line of all protected existing trees, bushes, landscaping plants, sprinklers and lawns unless noted otherwise on the construction drawings. Any damage to existing trees, landscaping plants, sprinklers and lawns caused by construction shall be replaced to the satisfaction of the City at the contractor's expense.
2. All protective measures shall be in place prior to commencement of any site or grading work and remain in place until all exterior work has been completed.
3. The City shall be contacted to approve the placement of the tree preservation fencing prior to beginning of site work on the property.
4. The following activities shall be prohibited within the limits of the primary root zone: material storage, liquid disposal, equipment storage and cleaning. Attachments of signs or wires on trees and construction equipment/ vehicular traffic are also prohibited.
5. Unless specifically allowed, no grade changes shall be allowed within the limits of the primary root zone of any protected tree unless the City approves adequate construction methods.
6. No trimming of trees may occur within the tree preservation fencing limits without prior consent of the City.

SANITARY SEWER

1. Line and grade stakes for construction of all sanitary sewer lines and services shall be furnished by the following:
   a. Private development : developers engineer, surveyors or their designated representative
   b. Capital improvement projects: the contractor, unless specified otherwise in the contract
2. Property lines and corners must be properly staked to verify the alignment. The city shall not be liable to improper alignment or delay of any kind caused by improper or inadequate surveys.
   a. All property corners shall be staked with iron rods prior to the installation.
   b. The locations of the wastewater service shall be staked according to the plans.
3. PVC pipe shall not be stored onsite without approval from the City.
4. When PVC wastewater pipe is installed in casing, spacers must be used according to manufacturer's specification to prevent damage to the pipe and bell during installation. PVC Pipe shall not rest on the bells.
5. Maximum pipe deflection shall be as recommended by the manufacturer.
6. Wastewater services shall be marked with "S" stamped or cut in the curb.
7. Tracer wire shall be required for sanitary sewer force mains and not gravity mains.
8. Sanitary sewer manholes shall be a minimum of two feet (2') above the 100 year base flood elevation (BFE) or shall be sealed.
9. Inflow and Infiltration (I&I) prevention apparatus shall be required on all sanitary sewer manholes whenever grade rings are utilized

WATER

1. Line and grade stakes for construction of all water lines and services shall be furnished by the following:
   a. Private development: developer's engineer, surveyors or their designated representative.
   b. Capital improvement projects: the contractor, unless specified otherwise in the contract
   c. Property lines and corners must be properly staked to verify the alignment. The city shall not be liable to improper alignment or delay of any kind caused by improper or inadequate surveys.
2. All water services and water meters shall be size on size. No reductions in water meter sizing are allowed for single services. Unless approved otherwise, all new water services shall be one inch (1") minimum HDPE pipe with one inch (1") minimum compression fitting, ten-inch (10") meter setter, an angle stop and a one piece brass extending a minimum of six inches (6") beyond the meter box.
3. Meters three inches (3") and bigger are required to be in vaults. There will be no rising stem valves in vaults and blocking on valves shall be concrete. Metallic blockings are not allowed.
4. PVC water pipe shall not be stored onsite without approval from the City.
5. All fittings and appurtenances shall be manufactured in the United States.
6. Hot tap sleeves shall not be used unless approved otherwise. In event of its approval, a stainless steel sleeve shall be used.
7. Valves installed on waterlines shall be non-rising stem resilient wedge gate valves, open left unless specified otherwise.
8. Valve extensions shall only be used under approved conditions.
9. All valve locations shall be marked with "V" stamped or cut on the curb.
10. Where specified name brands are indicated, products of equal or better quality may be considered for approval upon submittal of all supporting data to the City engineer for review.
11. The contractor shall provide for temporary three-inch (3") cold mix asphaltic concrete to be placed over all vehicular traveled areas until the final repairs / improvements are made.
12. All valve stacks and covers on abandoned water mains shall be removed and filled with concrete; surface shall be repaired to match existing.
13. All material incorporated in the construction shall be new.
14. Valves on a dedicated fire line must have their covers stamped "FIRE" & painted Tnemec red.
15. Valves at the end of a stub-out must have their valve covers painted Tnemec red. Repaint the cover Tnemec blue after connecting to an existing stub-out.
16. If the length of a dead-end water main is 40 feet or more, an automatic flush valve, fire hydrant, or post hydrant per Standard Details is required.

TESTING REQUIREMENTS

1. Utilities testing shall be performed by an independent testing laboratory and paid for by the Contractor. The City is responsible for the first round of material testing; any additional testing shall be paid by the Contractor.
   a. Embankment - one soil density test shall be performed at each location every 300 feet. It shall be compacted to 95% standard proctor density in a maximum of 12" lifts or per approved geotech report.
   b. Pavement sub grade - one gradation test (where lime stabilized) and one soil density test shall be performed for each 300 linear feet of pavement unless otherwise noted. Gradations must pass 100% through a 1 3/4" sieve and 60% through a #4 sieve.
   c. Utility trench backfill - one soil density test shall be performed at three hundred feet (300') intervals or as directed by the inspector.
   d. Concrete tests:
      1. Compressive strength - four test cylinders shall be taken from a representative portion of the concrete being placed for every one hundred and fifty cubic yards(150 cy) of concrete pavement placed, but in no case shall less than two (2) sets of cylinders be taken from any one day's placement.)
      2. Air, slump, and temperature tests shall be taken for every set of cylinders made. concrete with a temperature above 95° F will be rejected.
      3. Additional cylinders and/or tests may be required at the inspector's discretion.
2. All utility ditch lines within City R.O.W. or easement shall be tested at a frequency of one density per six to eight inches (6"-8") lifts (not to exceed twelve inches (12")) at staggered one hundred feet (100') intervals. All laterals or services shall have a minimum of one density test per foot of lift. The inspector shall have the right to request additional random tests as he/she deems necessary.
3. Water testing:
   a. Water testing shall be scheduled forty eight (48) hours in advance and set up through the City inspector.
   b. Hydrostatic test shall be performed at a pressure of 150 psi for four (4) hours according to NCTCOG Item 506.5
   c. Bacteriological tests shall be performed after the passing of the hydrostatic test. Water samples shall be collected and submitted to a City approved laboratory by the Contractor.
   d. Fire hydrants shall be flow tested and painted according to the specified color codes by the contractor.
4. All sanitary sewers and laterals shall be tested by pulling a mandrel, air pressure test and CCTV. The CCTV inspection shall be provided to the City inspector in a digital format and shall be labeled accordingly for City's record.
5. All storm sewer mains shall be CCTV before paving and after franchise utilities installation. The CCTV inspection shall be provided to the City inspector in a digital format and shall be labeled accordingly for City's record.

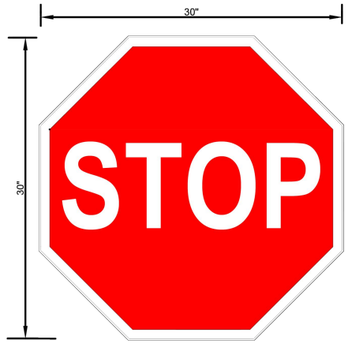
CITY OF CELINA

CONSTRUCTION NOTES

STANDARD DETAILS

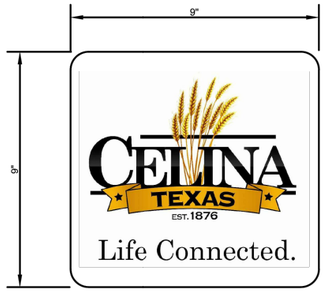
CELINA TEXAS Est. 1893 Life Connected.

DESIGNED BY: C.O	REV. BY	DATE	SYMBOL	DATE: JANUARY, 2024	
CHECKED BY: A.G	SCALE: NOT TO SCALE			SHEET NO.: CN1	



HI R1-1/30 BK
BLACK POWDER-COATED BACK

STOP SIGNS
N.T.S.



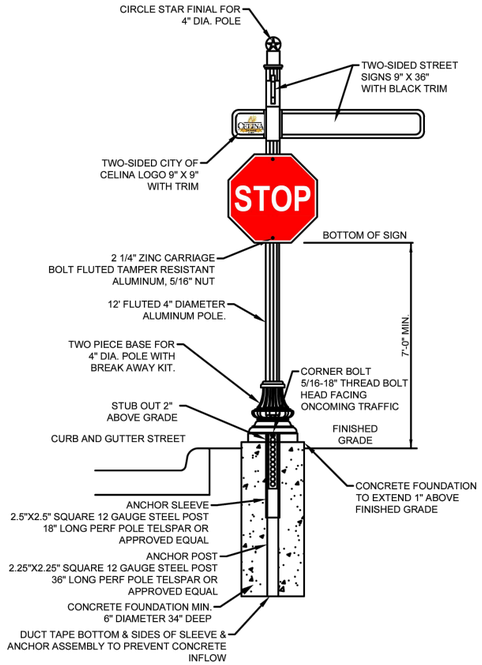
CURRENT CITY LOGO
N.T.S.



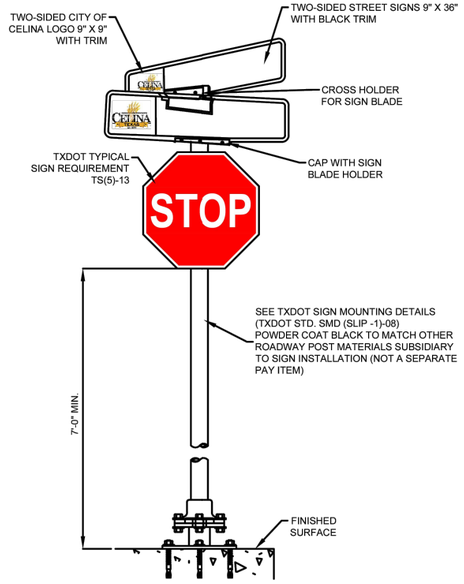
CURRENT DOWNTOWN CITY LOGO
N.T.S.



STREET NAME SIGN
N.T.S.

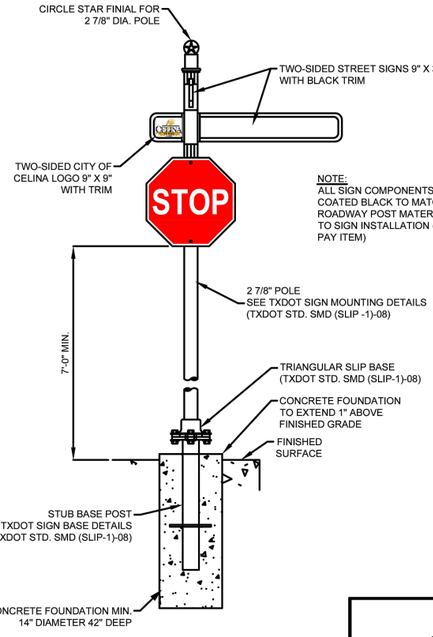


TRAFFIC SIGN AND ROADWAY POST WITH BASE
N.T.S.



©

TRAFFIC SIGN (TXDOT RIGHT-OF-WAY)
N.T.S.



TRAFFIC SIGN (DOWNTOWN)
N.T.S.

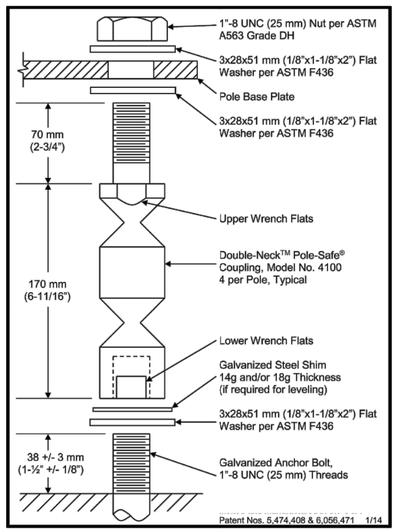
1. LOCATION
   - NINE INCH (9") FLAT (0.125" THICK) EXTRUDED BLADES SHALL BE USED AT ALL INTERSECTIONS.
2. BLADE REQUIREMENTS
   - NINE INCH (9") FLAT (0.125" THICK) BLADE SHALL BE ALUMINUM.
3. LETTERING ALIGNMENT
   - STREET NAME SHALL BE LEFT JUSTIFIED.
   - BLOCK NUMBERS SHALL BE LOCATED IN LOWER RIGHT AND LEFT HAND CORNERS.
   - ABBREVIATED STREET DESIGNATIONS SHALL BE LOCATED IN THE UPPER RIGHT HAND CORNER.
4. LETTERING FOR NINE INCH (9") FLAT (0.125" THICK) BLADES
   - LETTERS SHALL BE UPPER & LOWERCASE.
   - FONT SHALL BE FEDERAL HIGHWAY SERIES "B" OR SERIES "C". (MANUFACTURER WILL DETERMINE BEST SERIES TO USE BASED UPON LENGTH OF BLADE AND LENGTH OF NAME)
   - LETTERS AND NUMBERS IN STREET NAME SHALL BE SIX INCHES (6") TALL.
   - LETTERS IN ABBREVIATED STREET DESIGNATIONS AND BLOCK NUMBERS SHALL BE THREE INCHES (3") TALL. (I.E. LN, PKWY, DR, CT, ETC.)
5. SIGN SHEETING AND COLORS
   - SHEETING SHALL BE HIGH INTENSITY.
   - BACKGROUND COLOR SHALL BE GREEN.
   - LEGEND SHALL BE WHITE.
   - CITY OF CELINA LOGO SHALL BE LEFT JUSTIFIED.
6. NO OUTLET STREETS
   - FOR A STREET WITH ONLY ONE CUL-DE-SAC END (TYPICAL) A STANDARD W14-2a "NO OUTLET" SHALL BE MOUNTED AT THE END OF STREET NAME BLADE.
   - IN THE CASE OF A STREET WITH TWO CUL-DE-SAC ENDS, TWO (2) STANDARD W 14-2a "NO OUTLET" SIGNS SHALL BE MOUNTED AT THE ENDS OF THE STREET NAME BLADE WITH ARROWS PLACED IN THE APPROPRIATE DIRECTIONS.
   - IN THE CASE OF A DEAD END STREET WITH NO OPPOSITE STREET (3-WAY INTERSECTIONS), THE STREET NAME SIGN ABOVE WITH "NO OUTLET" IN PLACE OF THE CITY LOGO MAY BE USED IN LIEU OF A FULL SIZE NO OUTLET STREET SIGN.
7. BLOCK NUMBER
   - DEVELOPERS AND CONTRACTORS ORDERING SIGNS SHOULD CONTACT GIS MANAGER AT (972) 392-2682, EXT. 1023.
   - BLOCK NUMBERS ARE REQUIRED ON ALL STREET NAME BLADES, EVEN IF NO HOUSES OR BUILDINGS FRONT ONTO THE STREET.
8. MANUFACTURER CONTACT
   - BRANDON INDUSTRIES, INC. 1601 W. WILMETH ROAD, MCKINNEY, TEXAS 75069. (972) 542-3000, OR APPROVED EQUAL.

NOTES:
1. ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) AND THE STANDARD HIGHWAY SIGN DESIGN FOR TEXAS (SHSD).
2. LOCATIONS SHOWN FOR THE SIGNAGE ARE APPROXIMATE; FINAL LOCATIONS IN THE FIELD MAY CHANGE DUE TO POST CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL FEATURES. FINAL LOCATION OF ALL SIGNAGE SHALL BE FIELD VERIFIED WITH CITY PRIOR TO INSTALLATION.
3. FOUNDATION DIMENSIONS SHOWN ARE MINIMUMS. LOCAL SOIL CONDITIONS AND FROST LINE MAY VARY AND MAY RESULT IN THE NEED FOR A LARGER FOUNDATION
4. ALL SIGNS NOT DOUBLE-SIDED SHALL HAVE BACK SIDE POWDER COATED BLACK.
5. ALL SIGNS SHALL HAVE A STICKER AFFIXED TO THE BACK SIDE INDICATING THE MONTH AND YEAR OF INSTALLATION.



SIGN DESIGNATION W14-2
SINGLE LANE SIGN DIMENSIONS: 30" X 30"
MULTI-LANE SIGN DIMENSIONS: 36" X 36"

NO OUTLET SIGN
N.T.S.



BREAKAWAY BASE SPECIFICATIONS

PEFORMANCE CRITERIA:

1. DOUBLE-NECK™ POLE-SAFE CONFORMS TO AASHTO "STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS."
2. DOUBLE-NECK™ POLE-SAFE HAS BEEN CRASH-TESTED AND FHWA APPROVED IN ACCORDANCE WITH THE REQUIREMENTS OF NCHRP REPORT 350, "RECOMMENDED PROCEDURES FOR THE SAFETY PERFORMANCE EVALUATION OF HIGHWAY FEATURES."
3. MAXIMUM ALLOWABLE POLE MASS = 450 KG (992 LB.) (TOTAL, INCLUDING FIXTURES).

PHYSICAL PROPERTIES PER COUPLING:

1. ULTIMATE TENSILE STRENGTH = 221.5 kN (49.8 KIPS), MINIMUM.
2. TENSILE YIELD STRENGTH = 192.0 kN (43.2 KIPS), MINIMUM.
3. ULTIMATE RESTRAINED SHEAR STRENGTH = 24.5 kN (5.5 KIPS), MINIMUM.

CORROSION PROTECTION:

1. ALL DOUBLE-NECK™ POLE-SAFE COUPLINGS, NUTS, BOLTS, WASHERS, AND SHIMS ARE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH ASTM A153.

CITY OF CELINA
STREET DETAILS 8
STANDARD DETAILS

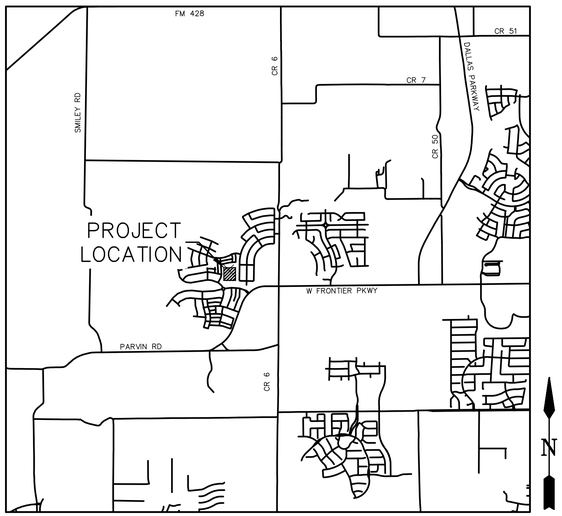
CELINA TEXAS EST.1876 Life Connected.

DESIGNED BY: C.O	REV. BY	DATE	SYMBOL	DATE: JANUARY, 2024
CHECKED BY: A.G	SCALE: NOT TO SCALE			SHEET NO.: ST8

MOSAIC SCHOOL ZONE SIGNAGE

CELINA, TEXAS

24-007023



LOCATION MAP

N.T.S.

Life Connected.

INDEX

SHEET NUMBER	TITLE
1	COVER SHEET
2	GENERAL NOTES
3	SITE PLAN OVERALL
4	SITE PLAN – SUNRISE LANE & MEADER WAY
5	SITE PLAN – LAMPLIGHTS DRIVE

624406 * MOSAIC SCHOOL ZONE SIGNAGE * CITY OF CELINA, TEXAS * JANUARY 2025

CITY COUNCIL

RYAN TUBBS	MAYOR
PHILIP FERGUSON	PLACE 1
EDDIE CAWLFIED	PLACE 2
ANDY HOPKINS	MAYOR PRO TEM, PLACE 3
WENDIE WIGGINTON	PLACE 4
MINDY KOEHNE	DEPUTY MAYOR PRO TEM, PLACE 5
BRANDON GRUMBLES	PLACE 6
ROBERT RANC	CITY MANAGER
KARLA STOVAL	ASSISTANT CITY MANAGER
KIMBERLY BRAWNER, PE	ASSISTANT CITY MANAGER – PUBLIC SERVICES
ANDREW FIGUEROA	DIRECTOR OF PUBLIC WORKS
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JANUARY 2025

OWNER

CITY OF CELINA
CITY HALL
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CELINA,TX 75009
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ENGINEER

TRC ENGINEERS, INC.
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STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED
PROFESSIONAL ENGINEER
01/20/2025

TRC ENGINEERS, INC.
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DWG INFO: N:\WORK IN PROGRESS\CELINA\624406 MOSAIC ELEMENTARY\DRAWINGS\1 COVER SHEET.DWG – PLOTTED: 1/17/25

GENERAL ITEMS:

1. PRIOR TO ANY CONSTRUCTION THE CONTRACTOR SHALL BE FAMILIAR WITH THE CONTRACT DOCUMENTS, SPECIFICATIONS, CONSTRUCTION PLANS (INCLUDING NOTES), CITY OF CELINA SPECIFICATIONS AND ANY OTHER APPLICABLE STANDARDS OR SPECIFICATIONS RELEVANT TO THE PROPER COMPLETION OF THE WORK SPECIFIED. FAILURE ON THE PART OF THE CONTRACTOR TO BE FAMILIAR WITH ALL STANDARDS AND SPECIFICATIONS PERTAINING TO THIS WORK SHALL IN NO WAY RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR PERFORMING THE WORK IN ACCORDANCE WITH SUCH APPLICABLE STANDARDS AND SPECIFICATIONS.
2. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL HAVE IN THEIR POSSESSION ALL NECESSARY PERMITS, PLANS, LICENSES ETC. CONTRACTOR SHALL HAVE AT LEAST ONE SET OF APPROVED ENGINEERING PLANS AND SPECIFICATIONS ON SITE AT ALL TIMES.
3. ALL WORK SHALL CONFORM TO THE CITY OF CELINA'S DESIGN MANUALS AND STANDARDS. IN THE EVENT AN ITEM IS NOT COVERED IN THE PLANS OR THE CITY OF CELINA'S DESIGN MANUALS AND STANDARDS, NOTIFICATION SHALL BE GIVEN TO THE CITY AND PROJECT ENGINEERS. THE CITY ENGINEER SHALL HAVE THE FINAL DECISION ON ALL CONSTRUCTION MATERIALS, METHODS AND PROCEDURES.
4. REPRESENTATIVE OF THE OWNER, ENGINEER, CITY, GEOTECHNICAL ENGINEER AND REVIEWING AUTHORITIES AND AGENCIES, WILL PERFORM CONSTRUCTION INSPECTION. UNRESTRICTED ACCESS SHALL BE PROVIDED TO THEM AT ALL TIMES. CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING AND SCHEDULING REQUIRED INSPECTIONS. TEST SAMPLES SHALL BE COLLECTED AND PROCESSED BY CERTIFIED TECHNICIANS.
5. WORK MAY NOT BE BACKFILLED OR COVERED UNTIL THE CITY AND/OR INSPECTOR HAVE INSPECTED IT.
6. ALL CONTRACTORS MUST CONFINE THEIR ACTIVITIES TO THE WORK AREA. NO ENCROACHMENTS ONTO DEVELOPED OR UNDEVELOPED AREAS WILL BE ALLOWED. ANY DAMAGE RESULTING SHALL BE CONTRACTOR'S RESPONSIBILITY TO REPAIR.
7. DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL OFFSITE EASEMENT PRIOR TO COMMENCEMENT OF OFFSITE AND RELEVANT ONSITE CONSTRUCTION.
8. IT WILL BE THE RESPONSIBILITY OF EACH CONTRACTOR TO PROTECT ALL EXISTING PUBLIC AND PRIVATE UTILITIES THROUGHOUT THE CONSTRUCTION OF PROJECTS. CONTRACTOR SHALL CONTACT THE APPROPRIATE UTILITY COMPANY FOR LINE LOCATIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION AND SHALL ASSUME FULL LIABILITY TO THOSE COMPANIES FOR ANY DAMAGES CAUSED TO THEIR FACILITIES. PRIOR TO CONSTRUCTION, SUBMIT A LINE LOCATE REQUEST VIA THE CITY WEBSITE AT:
   HTTPS://WWW.CELINA-TX.GOV/FORMCENTER/MARKETING-7/CELINA-PUBLIC-WORKS-LINE-LOCATE-REQUESTS-151

DIGTESS	800-DIG-TESS
ATMOS ENERGY	866-286-6700
ONCOR ELECTRIC DELIVERY	888-313-6862
AT&T	800-288-2020
CITY OF CELINA	972-382-2682
SPECTRUM	833-267-6094
GRANDE COMMUNICATIONS	940-465-0630/ 214-618-6198
COSERVE ELECTRIC & GAS	940-321-7800
MUSTANG SUD	972-440-9561/ 972-382-3222
GCEC – ELECTRIC	903-482-7100
GCEC – TELECOM	903-482-7000/ 800-867-2887
ENLINK MIDSTREAM	214-953-9500
SUDDEN LINK	877-794-2724
ONEOK	918-588-7000
ASTOUND BROADBAND	866-247-2633
TOWN OF PROSPER	972-347-9969

9. TRENCH SAFETY DESIGN WILL BE THE RESPONSIBILITY OF THE UTILITY CONTRACTOR. CONTRACTOR SHALL SUBMIT A TRENCH SAFETY DESIGN APPROVED BY A PROFESSIONAL ENGINEER TO THE CITY'S ENGINEERING INSPECTOR TO REVIEW PRIOR TO THE START OF ANY UNDERGROUND UTILITY CONSTRUCTION.
10. CONTINUOUS ACCESS FOR MAIL SERVICE SHALL BE PROVIDED DURING CONSTRUCTION.
11. CONSTRUCTION MAY NOT BEGIN EARLIER THAN 7:00 AM ON WEEKDAYS NOR CONTINUE AFTER DARK WITHOUT PERMISSION FROM THE CITY. CONSTRUCTION ON HOLIDAYS AND SATURDAYS MUST BE APPROVED TWO DAYS IN ADVANCE. A FEE OF $300.00 A DAY FOR WORKING ON HOLIDAYS AND SATURDAYS WILL BE ASSESSED PAYABLE TO THE CITY BEFORE WORK IS PERFORMED AND WORK MAY NOT BEGIN BEFORE 8:00 AM.
12. THE OWNER WILL PAY FOR FIRST TIME MATERIAL TESTING, ANY RETESTING WILL BE AT CONTRACTOR'S EXPENSE. MATERIAL TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY OF OWNER'S CHOICE.
13. THE CITY SHALL SELECT THE LOCATION AND DEPTH OF EACH SOIL DENSITY TEST UNLESS DIRECTED OTHERWISE.
14. CONTRACTOR SHALL CONTACT THE STREET DEPARTMENT FOR THE REMOVAL OF ANY CITY SIGNS IN RIGHT-OF-WAY.
15. IF ANY CONFLICT ARISES BETWEEN THESE GENERAL NOTES AND ANY OTHER NOTES FOUND IN THE PLANS, THE CITY'S GENERAL NOTES SHALL TAKE PRECEDENCE.
16. PROTECTIVE BOLLARDS SHALL BE PAINTED EITHER BLACK OR NEUTRAL COLORS.

TRAFFIC CONTROL:

1. WHEN THE NORMAL FUNCTION OF THE ROADWAY IS SUSPENDED THROUGH CLOSURE OF ANY PORTION OF THE RIGHT-OF-WAY, TEMPORARY CONSTRUCTION WORK ZONE TRAFFIC CONTROL DEVICES SHALL BE INSTALLED TO EFFECTIVELY GUIDE THE MOTORING PUBLIC THROUGH THE AREA. CONSIDERATION FOR ROAD USER SAFETY, WORKER SAFETY AND THE EFFICIENCY OF ROAD USER FLOW SHALL BE AN INTEGRAL ELEMENT OF EVERY TRAFFIC CONTROL ZONE. ALL TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE LATEST TMUTCD.
2. ANY TRAFFIC CONTROL PLANS NOT INCLUDED IN THE ENGINEERING PLAN SET MUST BE SUBMITTED FOR REVIEW A MINIMUM OF SEVEN (7) CALENDAR DAYS PRIOR TO THE ANTICIPATED LANE CLOSURE. CONSTRUCTION ACTIVITY SHALL NOT BEGIN UNTIL THE TRAFFIC CONTROL PLAN IS APPROVED BY THE CITY. TRAFFIC CONTROL PLANS MAY BE REQUIRED ON OTHER ROADWAYS AS DETERMINED BY THE TRAFFIC ENGINEER OR THE DESIGNEE. ALL TRAFFIC CONTROL PLAN MUST BE REVIEWED BY THE TRAFFIC ENGINEER OR THEIR DESIGNATED REPRESENTATIVE.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING ALL TRAFFIC CONTROL DEVICES WHETHER OR NOT WORK IS ACTIVE. ANY DEFICIENCIES SHALL BE CORRECTED BY THE CONTRACTOR IMMEDIATELY, REGARDLESS OF TIME OF DAY.
4. LANE CLOSURE WILL NOT BE PERMITTED ON ARTERIAL ROADWAYS BEFORE 9:00 AM OR AFTER 4:00 PM UNLESS APPROVED OTHERWISE BY THE CITY. VIOLATIONS MAY RESULT IN SUSPENSION OF ALL WORK AT THE JOB SITE FOR A MINIMUM OF FORTY EIGHT (48) HOURS. THE CITY RESERVES THE RIGHT TO DENY A CLOSURE FOR A SPECIAL EVENT.
5. LANE CLOSURES WILL NOT BE PERMITTED ON STREETS ADJACENT TO PRIVATE AND/OR PUBLIC SCHOOLS DURING THE FOLLOWING HOURS UNLESS APPROVED OTHERWISE BY THE CITY:
   ELEMENTARY: 7:15 AM – 8:15 AM; 2:45 PM – 3:45PM
   MIDDLE SCHOOL: 7:55 AM – 9:00 AM; 3:30 PM – 4:40PM
   HIGH SCHOOL: 6:45 AM – 7:45AM; 2:15PM–3:15PM
6. ALL TEMPORARY TRAFFIC CONTROL DEVICES SHALL BE REMOVED AS SOON AS PRACTICAL WHEN THEY ARE NO LONGER NEEDED. WHEN WORK IS SUSPENDED FOR SHORT PERIODS OF TIME AT THE END OF THE WORKDAY, TEMPORARY TRAFFIC CONTROL DEVICES THAT ARE NO LONGER APPROPRIATE SHALL BE REMOVED OR COVERED. THE FIRST VIOLATION WILL RESULT IN SUSPENSION OF ALL WORK AT THE JOB SITE A MINIMUM OF FORTY EIGHT (48) HOURS.
7. EXISTING PERMANENT SIGNS REMOVED BY THE CONTRACTOR FOR CONSTRUCTION PURPOSES OTHER THAN STOP, YIELD AND STREET NAME SIGNS SHALL BE RETURNED TO THE CITY OF CELINA. ALL STOP, YIELD AND STREET NAME SIGNS REMOVED SHALL BE TEMPORARILY ERECTED IN THE APPROPRIATE LOCATIONS (NO LESS THAN SEVEN FEET (7') VERTICAL FROM GRADE) UNTIL PERMANENT SIGNING CAN BE INSTALLED . ANY TEMPORARY STOP OR YIELD SIGN LOCATIONS TO BE LEFT IN PLACE OVERNIGHT WILL REQUIRE PRIOR APPROVAL FROM THE CITY ENGINEER.
8. ANY PERMANENT SIGN OR EXISTING PAVEMENT MARKINGS THAT CONFLICT WITH THE APPROVED TRAFFIC CONTROL PLAN SHALL BE COVERED, OBLITERATED OR REMOVED AS DIRECTED BY THE CITY ENGINEER.
9. ACCESS MUST BE MAINTAINED TO ALL DRIVES AND SIDE STREETS OR AS INDICATED IN THE TRAFFIC CONTROL PLAN.

EROSION CONTROL AND VEGETATION:

1. EVERY SOIL DISTURBING ACTIVITY SHALL HAVE AN ACCOMPANYING EROSION CONTROL PLAN (ECP), AND EITHER CONSTRUCTION SITE NOTICE (CSN) FOR THOSE ACTIVITIES DISTURBING MORE THAN ONE (1) BUT LESS THAN FIVE (5) ACRES AND/OR NOTICE OF INTENT (NOI) FOR THOSE ACTIVITIES DISTURBING FIVE (5) OR MORE ACRES. A COPY OF THE APPROPRIATE CSN AND/OR NOI SHALL BE PROVIDED TO THE CITY OF CELINA PRIOR TO ISSUANCE OF A GRADING PERMIT. THE ECP SHALL BE PROVIDED TO CITY OF CELINA'S ENGINEERING DEPARTMENT FOR APPROVAL PRIOR TO GRADING.
2. THE CSN AND/OR NOI SHALL BE POSTED IN A LOCATION VIEWABLE TO THE PUBLIC UNTIL CONSTRUCTION IS COMPLETE AND NOTICE OF TERMINATION (NOT) SUBMITTED. THE STORM WATER POLLUTION PREVENTION PLAN (SW3P) SHALL BE READILY AVAILABLE FOR REVIEW BY FEDERAL, STATE OR LOCAL OFFICIALS.
3. NO SOIL DISTURBING ACTIVITIES WILL OCCUR PRIOR TO THE SW3P, ECP AND ASSOCIATED BEST MANAGEMENT PRACTICES (BMP) BEING FULLY IMPLEMENTED, AND THEN INSPECTED BY THE CITY'S ENGINEERING INSPECTOR.
4. THE CONTRACTOR SHALL COMPLY WITH THE CITY OF CELINA'S STORM WATER ORDINANCE, THE CURRENT NCTCOG ISWM TECHNICAL MANUAL FOR CONSTRUCTION, THE TPDES GENERAL CONSTRUCTION PERMIT TXR150000 AND ANY OTHER STATE AND/OR LOCAL REGULATIONS.
5. THE CONTRACTOR SHALL EMPLOY MEASURES AS NECESSARY TO PREVENT DIRT, MUD, AND DEBRIS FROM BEING TRUCKED OFF SITE. ANY DIRT, MUD, DEBRIS TRUCKED OFFSITE SHALL BE CLEANED UP BY THE CONTRACTOR IMMEDIATELY.
6. THE OPERATOR OR HIS REPRESENTATIVE SHALL REVIEW THE SITE WEEKLY AND AFTER ANY MAJOR STORM. ADJUSTMENTS/REPAIRS TO THE EROSION CONTROL MEASURES WILL BE MADE AS NEEDED. THE CONTRACTOR SHALL NOTIFY THE CITY'S ENGINEERING INSPECTOR OF ADJUSTMENTS/REPAIRS SUCH THAT THE ADJUSTMENTS/REPAIRS MAY BE INSPECTED AND APPROVED BY THE INSPECTOR.
7. ALONG PARKWAYS AND MEDIANS IN THE RIGHT-OF-WAY, A FOUR-FOOT (4') STRIP OF NATIVE SOD SHALL BE PLACED BEHIND THE CURB ON TOP OF FOUR INCHES (4") OF TOPSOIL. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY TEMPORARY IRRIGATION OR WATERING AS NEEDED. AREAS ADJACENT TO NEW RESIDENTIAL LOTS, WHERE THE HOMEBUILDER WILL BE DISTURBING THIS AREA, MAY BE EXEMPTED FROM THIS REQUIREMENT SO LONG AS ADEQUATE EROSION CONTROL MEASURES ARE INSTALLED AND MAINTAINED BEHIND THE CURB.
8. A MINIMUM OF EIGHT FEET (8') OF THE APPROPRIATE SEASONAL SEEDED CURLEX SHALL BE PROVIDED ADJACENT TO ALL STREET AND FIRE LANE CURBS AND FOUR FEET (4') ADJACENT TO ALLEYS. THE USE OF INNOVATIVE PRODUCTS IS ENCOURAGED, SUCH AS THOSE MADE WITH COMPOSTING MATERIALS, AS LONG AS THEY ARE APPROVED BY THE DIRECTOR OF ENGINEERING SERVICES AND PERMANENT VEGETATIVE STABILIZATION IS ESTABLISHED.
9. CONTRACTOR SHALL ESTABLISH PERENNIAL VEGETATION ON ALL OTHER DISTURBED AREAS IMMEDIATELY UPON COMPLETION OF GRADING ACTIVITIES. AN APPROPRIATE SEED MIX SHOULD BE CONSIDERED WITH RESPECT TO THE SEASON AND THE TIMING OF FINAL ACCEPTANCE. A COOL SEASON SEED MIX SHOULD BE USED BETWEEN SEPTEMBER 15, AND APRIL 15. FINAL ACCEPTANCE OF A SITE SHALL BE CONTINGENT UPON PERENNIAL VEGETATION BEING FULLY ESTABLISHED IN ALL DISTURBED AREAS.
10. A COMPLETED NOTICE OF TERMINATION (NOT) SHALL BE SUBMITTED TO THE STATE AND A COPY OF THIS "NOT" SHALL BE PROVIDED TO THE CITY PRIOR TO FINAL ACCEPTANCE.
11. INSPECTIONS SHALL BE PERFORMED EVERY SEVEN (7) DAYS AND ANY REPAIR OR MAINTENANCE ON EROSION CONTROLS AND BEST MANAGEMENT PRACTICES WILL BE MADE PROMPTLY AS NEEDED.
12. NO EXCAVATION OR CURB CUT-BACKS WILL BE ALLOWED WITHIN EIGHTEEN INCHES (18") OF THE STREET OR CURB WITHOUT APPROVAL FROM THE CITY ENGINEER.
13. STREETS WILL BE KEPT FREE FROM MUD OR EARTH MATERIALS DURING THE CONSTRUCTION.
14. USE OF ALTERNATE EROSION CONTROL DEVICES MUST BE APPROVED IN ADVANCE BY CITY ENGINEER AND SHOWN CLEARLY ON THE EROSION CONTROL PLANS PRIOR TO ANY EARTH DISTURBING ACTIVITIES.
15. THE REQUIREMENTS OF NCTCOG BEST MANAGEMENT PRACTICES STANDARDS SHALL APPLY TO ALL ALTERNATE EROSION CONTROL DEVICES AS AMENDED BY THE CITY.
16. CONCRETE WASH-OUT SHALL BE MAINTAINED AND SHALL HAVE SIGNAGE AND SHOWN ON EROSION CONTROL DRAWINGS.

GRADING:

1. TOP SOIL STRIPPING AND REPLACEMENT: TOP SOIL STRIPPING SHALL BE INCORPORATED INTO LANDSCAPE AREAS OUTSIDE OVERBUILT PADS, IN STREET PARKWAYS, MEDIANS, OPEN SPACE, EARTHEN DRAINAGE SWALES AND SWALES FOR ALL SUBDIVISIONS. A MINIMUM OF FOUR INCHES (4") OF TOPSOIL SHALL BE PLACED IN ADVANCE OF GRASSING OPERATIONS. THE GRADING OPERATIONS SHALL ACCOMMODATE TOPSOIL TO BE PLACED IN THE DESIGNATED AREAS. STOCKPILED TOPSOIL SHALL BE PROTECTED FROM EROSION WITH APPROPRIATE EROSION CONTROL MEASURES AT ALL TIME. ONCE THE EXCESS MATERIAL HAS BEEN PLACED AND COMPACTED, THE TOP SOIL SHALL BE EVENLY REDISTRIBUTED ON TOP OF THE PLACED FILL BEFORE BEING RE-VEGETATED.
2. RE-GRADING WORK SHALL BE CLOSELY COORDINATED WITH THE OWNER AND ENGINEER BEFORE AND AS THE WORK IS BEING ACCOMPLISHED. ONCE STARTED, THE WORK SHALL BE PROCEEDED WITH DILIGENCE UNTIL COMPLETE.
3. ALL NEW WORK SHALL SLOPE UNIFORMLY BETWEEN SPOT ELEVATIONS UNLESS NOTED OTHERWISE. PROVIDE POSITIVE DRAINAGE ON ALL FINISH GRADES.
4. IN AREAS TO BE FILLED, ALL TREES, STUMPS, BRUSH, ABANDONED STRUCTURES, ROOTS, TOPSOIL, VEGETATION, SEDIMENTS, LARGE ROCK FRAGMENTS, RUBBISH AND ANY OTHER UNDESIRABLE OR DELETERIOUS MATTER SHALL BE PROPERLY REMOVED AND DISPOSED OFF. ALL TOP SOIL, ROOTS AND OTHER VEGETATION AND LOOSE OR SOFT SOILS SHALL BE STRIPPED TO A DEPTH OF SIX INCHES (6") OR TO THE EXTENT PRACTICAL. IT IS RECOMMENDED THAT TREES SCHEDULED FOR REMOVAL IN THE VICINITY OF PROPOSED SLAB-ON-GRADE FOUNDATIONS BE REMOVED AS FAR IN ADVANCE OF SLAB CONSTRUCTION AS POSSIBLE. THIS WILL TEND TO RESTORE A MORE FAVORABLE SOIL MOISTURE EQUILIBRIUM WHICH WILL IN TURN MINIMIZE THE POTENTIAL FOR GREATER THAN ANTICIPATED POST-CONSTRUCTION GROUND MOVEMENTS. TREES SHOULD BE EXCAVATED TO BELOW THEIR ROOT BALLS. EXCAVATION SHOULD BE FILLED WITH SOIL SIMILAR TO THE SURROUNDING SOIL. THE FILL SHOULD BE CONSTRUCTED IN ACCORDANCE WITH THE RECOMMENDATIONS PRESENTED IN THE PRELIMINARY GEOTECHNICAL INVESTIGATION.
5. WATERING OF EARTHWORK PLACED IN FILL AREAS MAY BE NECESSARY TO ACHIEVE THE SPECIFIED MOISTURE DENSITY REQUIREMENT AND TO GERMINATE/SUSTAIN GRASS COVER IN AREAS TO RECEIVE A VEGETATIVE COVER AFTER GRADING IS COMPLETE. THE CONTRACTOR MAY REQUEST FOR A FIRE HYDRANT METER FROM THE CITY FOR CONSTRUCTION WATER USE OR OBTAIN WATER FROM AN ALTERNATE SOURCE. NO EXTRA PAYMENT WILL BE MADE TO THE CONTRACTOR FOR WATER.
6. CONTRACTORS ARE DIRECTED TO ENSURE THAT ALL SWALES AS SHOWN ON THE GRADING PLANS ARE PROPERLY INSTALLED. AT LOCATIONS WHERE RETAINING WALLS EXIST AND/OR ARE PROPOSED BEHIND, BESIDE OR BETWEEN LOTS, SWALES MUST BE CREATED ON THE UPPER LOT DIRECTLY BEHIND THE WALL AND ON THE LOWER LOT ADJACENT TO THE WALL WHERE SHOWN TO CONVEY SURFACE DRAINAGE IN THE DIRECTION SHOWN ON THE GRADING PLAN.

ESTABLISHMENT OF GROUND COVER:

1. EIGHTY PERCENT (80%) EVENLY DISTRIBUTED GROUND COVER, WITHOUT LARGE BARE AREAS, SHALL BE ESTABLISHED AFTER THE DESIGNATED AREAS HAVE BEEN COMPLETED TO THE LINES, GRADES AND CROSS SECTIONS SHOWN ON THE PLANS AND PRIOR TO FINAL ACCEPTANCE.
2. PRIOR TO PLANTING, CONTRACTOR SHALL PROVIDE THE CITY ENGINEER, OR HIS DESIGNEE, WITH THE STATE OF TEXAS CERTIFICATE STATING ANALYSIS OF PURITY AND GERMINATION OF SEED (CERTIFICATE OF PURITY).
3. PLANTING SEASON AND APPLICATION RATES: ALL PLANTING SHALL BE DONE BETWEEN THE DATES SPECIFIED IN TABLE 1, FOR EACH GRASS TYPE EXCEPT WHEN SPECIFICALLY AUTHORIZED IN WRITING. THE SEEDS PLANTED PER ACRE SHALL BE OF A TYPE SPECIFIED WITH THE MIXTURE, RATE AND PLANTING DATES AS SHOWN IN THE TABLE 1, OR AS SPECIFIED BY THE ENGINEER.

TABLE 1. SEEDING TURFGRASS

TYPE	PLANTING SEASON	SEED AND RATE
TYPE I	MARCH THROUGH SEPTEMBER	BERMUDA GRASS, HULLED 50–LB (22.7–KG) PLS PER ACRE
TYPE II	OCTOBER THROUGH FEBRUARY	RYE GRASS, 100–LB (45.4 KG) PLS PER ACRE COMBINED WITH BERMUDA GRASS, HULLED 20–LB (9.1–KG) PLS PER ACRE.1
OTHER	AS SPECIFIED ON PLANS	AS SPECIFIED ON PLANS

[1]PLS – PURE LIVE SEED IS DETERMINED BY MULTIPLYING THE GROSS WEIGHT TIMES PURITY TIMES THE GERMINATION [FOR EXAMPLE, A 100–LB BAG WITH 85% PURITY AND 80% GERMINATION. (PLS = POUNDS IN BAG X PURITY X GERMINATION) 100 X 0.85 X 0.8 = 60.8 LBS OF PURE LIVE SEED.]

4. SEEDED AREAS SHALL BE MAINTAINED, INCLUDING WATERING AND MOWING, AT SUCH TIME AND IN A MANNER AND QUALITY TO ESTABLISH A MINIMUM EIGHTY PERCENT (80%) EVENLY DISTRIBUTED GROUND COVER.
5. IN LIEU OF SILT FENCES, THE CONTRACTOR SHALL USE TEMPORARY EROSION CONTROL MATTING AND/OR MULCHING PERIMETER GUARD TO STABILIZE DISTURBED SOIL AREA.
6. EROSION CONTROL MATS USED AGAINST PAVED AREAS SHALL HAVE A WIDTH OF NO LESS THAN EIGHT FEET (8'). NO HAY PRODUCTS SHALL BE USED.
7. ALL MATERIAL INCORPORATED IN THE CONSTRUCTION SHALL BE NEW.

PAVING:

1. ALL MIX DESIGNS SHALL BE SEALED BY A PROFESSIONAL ENGINEER AND SUBMITTED TO THE CITY INSPECTOR TEN (10) DAYS BEFORE A SCHEDULED PLACEMENT. MIX DESIGNS ARE SUBJECT TO APPROVAL BY THE CITY ENGINEER.
2. ALL CONCRETE PAVING SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF FOUR THOUSAND (4000) PSI UNLESS A HIGHER COMPRESSIVE STRENGTH IS SPECIFIED.
3. ALL FILL SHALL BE COMPACTED TO NINETY FIVE PERCENT (95%) STANDARD PROCTOR DENSITY IN A MAXIMUM OF SIX INCHES (6") LIFTS OR PER THE APPROVED GEOTECHNICAL ENGINEERS REPORT. COPY OF GEOTECHNICAL REPORT SHALL BE SUBMITTED TO THE CITY FOR APPROVAL.
4. SUBGRADE SHALL EXTEND TWENTY-FOUR INCHES (24") MINIMUM BEHIND THE CURB, BE A MINIMUM OF SIX INCHES (6") THICK AND SHALL BE LIME OR CEMENT STABILIZED AS RECOMMENDED IN THE GEOTECHNICAL REPORT. THE AMOUNT OF LIME TO BE ADDED SHALL BE SUFFICIENT TO ACHIEVE PLASTICITY INDEX NOT TO EXCEED TWELVE (12).
5. A SUBGRADE DENSITY REPORT MUST BE PRESENTED TO THE CITY INSPECTOR PRIOR TO PAVING. DENSITIES ARE ONLY VALID FOR SEVENTY-TWO (72) HOURS. DENSITIES RECEIVED ON A FRIDAY ARE VALID UNTIL NOON ON THE FOLLOWING MONDAY. DENSITIES TAKEN BEFORE INCLEMENT WEATHER MAY BE REQUIRED TO BE RETAKEN AT THE CITY INSPECTOR'S DISCRETION. A MINIMUM OF FOUR (4) TEST CYLINDERS ARE REQUIRED FOR BREAKS AT SEVEN (7) DAYS, TWO (2) AT TWENTY-EIGHT (28) DAYS AND THE LAST CYLINDER BEING AN EXTRA.
6. ALL CITY STREETS ARE REQUIRED TO BE PAVED WITH THE USE OF AN APPROVED SLIP FORM PAVING MACHINE WITH MECHANICAL VIBRATION. HAND POURS ARE ONLY ALLOWED AT INTERSECTION RETURNS OR OTHER NON-STANDARD AREAS AS APPROVED BY THE CITY INSPECTOR. HAND POURS SHALL BE VIBRATED BY AN APPROVED HAND VIBRATOR.
7. SIDEWALKS CONCRETE SHALL BE VIBRATED TO EXPEL ALL TRAPPED AIR POCKETS.
8. ALL MEDIAN NOSES SHALL BE LAID DOWN TYPE (SEE DETAILS) AND POURED MONOLITHICALLY.
9. EXPANSION JOINTS IN PAVEMENTS SHALL BE REDWOOD BOARDS ONLY WITH A MAXIMUM SPACING OF SIX HUNDRED FEET (600') AND MUST BE SAWCUT WITHIN EIGHTEEN (18) HOURS OF PLACEMENT.
10. ALL BARRIER FREE RAMPS SHALL COMPLY WITH THE CURRENT ADA AND TXDOT REGULATIONS. NO PAVERS ARE ALLOWED.
11. THERE SHALL BE NO LEAVE OUTS FOR UTILITY ADJUSTMENTS; ALL MANHOLE, VALVE SETS ETC. SHALL BE CONSTRUCTED TO FINAL GRADE PRIOR TO PAVING.
12. MEDIANS AND PARKWAYS SHALL BE SODDED (NO SEEDING). CONTRACTOR SHALL ENSURE THE ESTABLISHMENT OF ALL SODS PRIOR TO PROJECT FINAL ACCEPTANCE. CONTRACTOR SHALL CONTACT CITY OF CELINA'S STREETS DEPARTMENT PRIOR TO THE REMOVAL OF ANY CITY SIGNS IN RIGHT-OF-WAY.
13. ALL LIME SHALL COME FROM A SINGLE SOURCE, SHALL BE THE SAME SOURCE AS USED IN THE DESIGN, AND SHALL BE SUBJECTED TO PERIODIC TESTING TO CONFIRM PROPERTIES. EACH SHIPMENT OF LIME SHALL BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE STATING THE CONFORMANCE OF THE PRODUCT TO THE CITY'S SPECIFICATIONS. CERTIFICATES SHALL BE PROVIDED TO THE CITY. IN THE EVENT THE CONTRACTOR CHANGES LIME SOURCES, NO WORK SHALL BE DONE UNTIL THE CITY ACCEPTS, IN WRITING, A NEW LIME-SOIL MIX DESIGN USING THE NEW LIME SOURCE.
14. ALL WATER USED IN THE CONSTRUCTION SHALL MEET THE MATERIAL REQUIREMENTS IN AASHTO T 26. KNOWN POTABLE WATER MAY BE USED WITHOUT TESTING.
15. SUBGRADE SOILS USED IN THE STABILIZATION SHALL BE OF THE SAME AASHTO OR ASTM CLASSIFICATION AND PLASTICITY INDEX RANGE AS USED IN THE APPROVED MIX DESIGN. ALL ORGANICS, ROOTS AND DELETERIOUS MATERIALS SHALL BE REMOVED FROM THE AREA TO BE STABILIZED AND SHALL BE WASTED.
16. ASPHALT USED TO SEAL THE SURFACE OF THE LIME STABILIZED SUBGRADE SHALL BE APPROVED BY THE CITY AND SHALL CONFORM TO THE REQUIREMENTS OF TXDOT ITEM 300, "ASPHALTS, OILS AND EMULSIONS". EACH SHIPMENT SHALL BE ACCOMPANIED BY A CERTIFICATE OF COMPLIANCE STATING THE CONFORMANCE OF THE PRODUCT TO THESE SPECIFICATIONS WHICH SHALL BE PROVIDED TO THE CITY.
17. UNLESS OTHERWISE APPROVED BY THE CITY, THE LIME OPERATION SHALL NOT BE STARTED WHEN THE AIR TEMPERATURE IS BELOW FORTY DEGREES FAHRENHEIT (40° F) AND FALLING, BUT MAY BE STARTED WHEN THE AIR TEMPERATURE IS ABOVE THIRTY-FIVE DEGREES FAHRENHEIT (35° F) AND RISING. THE TEMPERATURE WILL BE TAKEN IN THE SHADE AND AWAY FROM ARTIFICIAL HEAT. LIME SHALL NOT BE PLACED DURING PERIODS OF RAIN OR WHEN WEATHER CONDITIONS IN THE OPINION OF THE CITY ARE NOT SUITABLE.
18. SLURRIED QUICK LIME SHALL BE SPREAD AND MIXED WITHIN ONE (1) HOUR. SLURRY EXPOSED TO AIR FOR OVER ONE (1) HOUR SHALL NOT BE ACCEPTED. DRY QUICK LIME SHALL BE USED ONLY UPON CITY'S APPROVAL AND SHALL BE SPREAD ONLY ON THAT AREA WHERE THE MIXING OPERATIONS CAN BE COMPLETED DURING THE SAME WORKING DAY. DRY QUICK LIME SHALL NOT BE APPLIED WHEN WIND CONDITIONS, IN THE OPINION OF THE CITY, ARE SUCH THAT BLOWING LIME BECOMES OBJECTIONABLE TO ADJACENT PROPERTY OWNERS OR DANGEROUS TO TRAFFIC.
19. IF SUBGRADE LIME STABILIZATION IS TO BE REPROCESSED A THREE PERCENT (3%) ADDITIONAL LIME SHALL BE REQUIRED.
20. JOINT AND CRACK SEALANT COMPOUND MUST BE GRAY IN COLOR WHEN USED ON CONCRETE PAVEMENTS AND BLACK IN COLOR WHEN USED ON ASPHALT PAVEMENTS.
21. MINIMUM SLOPE ON PAVEMENT IS 0.6% GRADE CHANGES GREATER THAN 1.0% REQUIRE A VERTICAL CURVE.

STORM SEWER:

1. THE CONTRACTOR SHALL FIELD VERIFY THE VERTICAL AND HORIZONTAL LOCATIONS OF ALL EXISTING UTILITIES PRIOR TO START OF CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY IF ANY CONFLICT IS DISCOVERED.
2. CONTRACTOR SHALL VERIFY AND COORDINATES ALL DIMENSIONS SHOWN, INCLUDING THE HORIZONTAL AND VERTICAL LOCATION OF CURB INLETS AND ALL UTILITIES CROSSING THE STORM SEWER. FLOW LINES AND RIMS OF PROPOSED INLETS SHALL BE VERIFIED WITH THE PROPOSED GRADE PRIOR TO CONSTRUCTION.
3. IN EVENT WHERE A WATER LINE CROSSES AN INLET, THE WATER LINE SHALL BE DEFLECTED AS RECOMMENDED BY MANUFACTURER.
4. EXISTING MANHOLE TOPS AND ALL OTHER DRAINAGE FACILITIES SHALL BE ADJUSTED AS REQUIRED TO MATCH FINAL GRADES.
5. RECESSED CURB INLET SHALL BE INSTALLED ON ALL MAJOR THOROUGHFARES AND STANDARD ON RESIDENTIAL THOROUGHFARES UNLESS APPROVED OTHERWISE BY THE CITY.
6. PRIOR TO FINAL ACCEPTANCE, ALL STORM SEWERS SHALL BE TELEVISION INSPECTED AND CLEARED OF ANY SEDIMENTS AND DEBRIS.
7. CONCRETE FLUMES ARE NOT PERMITTED. DESIGN ENGINEER MUST SUBMIT PLANS FOR CONCRETE PILOT CHANNELS IN PONDS FOR APPROVAL AT AT THE CITY ENGINEER'S DISCRETION.
8. DEBRIS SEPARATORS ARE REQUIRED ON ALL STORM SEWERS DISCHARGING INTO NATURAL WATERWAYS OR RETENTION PONDS.
9. HEADWALLS AND SAFETY END TREATMENTS SHALL BE STAMPED AND STAINED CONCRETE OR MASONRY CLAD.

TREE PRESERVATION:

1. PRIOR TO CONSTRUCTION, THE CONTRACTOR OR SUBCONTRACTOR SHALL CONSTRUCT AND MAINTAIN A PROTECTIVE FENCE AT THE DRIP LINE OF ALL PROTECTED EXISTING TREES, BUSHES, LANDSCAPING PLANTS, SPRINKLERS AND LAWNS UNLESS NOTED OTHERWISE ON THE CONSTRUCTION DRAWINGS. ANY DAMAGE TO EXISTING TREES, LANDSCAPING PLANTS, SPRINKLERS AND LAWNS CAUSED BY CONSTRUCTION SHALL BE REPLACED TO THE SATISFACTION OF THE CITY AT THE CONTRACTOR'S EXPENSE.
2. ALL PROTECTIVE MEASURES SHALL BE IN PLACE PRIOR TO COMMENCEMENT OF ANY SITE OR GRADING WORK AND REMAIN IN PLACE UNTIL ALL EXTERIOR WORK HAS BEEN COMPLETED.
3. THE CITY SHALL BE CONTACTED TO APPROVE THE PLACEMENT OF THE TREE PRESERVATION FENCING PRIOR TO BEGINNING OF SITE WORK ON THE PROPERTY.
4. THE FOLLOWING ACTIVITIES SHALL BE PROHIBITED WITHIN THE LIMITS OF THE PRIMARY ROOT ZONE: MATERIAL STORAGE, LIQUID DISPOSAL, EQUIPMENT STORAGE AND CLEANING. ATTACHMENTS OF SIGNS OR WIRES ON TREES AND CONSTRUCTION EQUIPMENT/ VEHICULAR TRAFFIC ARE ALSO PROHIBITED.
5. UNLESS SPECIFICALLY ALLOWED, NO GRADE CHANGES SHALL BE ALLOWED WITHIN THE LIMITS OF THE PRIMARY ROOT ZONE OF ANY PROTECTED TREE UNLESS THE CITY APPROVES ADEQUATE CONSTRUCTION METHODS.
6. NO TRI

WILLOW BOUGH LANE
EX. CONCRETE PAVEMENT

LAMPLIGHTS DRIVE
EX. CONCRETE PAVEMENT

TRELLIS DRIVE
EX. CONCRETE PAVEMENT

MEADER WAY
EX. CONCRETE PAVEMENT

SUNRISE LANE
EX. CONCRETE PAVEMENT

WEST FRONTIER PKWY

MOSAIC ELEMENTARY SCHOOL
(UNDER CONSTRUCTION)

FOR SIGNAGE ALONG LAMPLIGHTS DRIVE SEE SHEET 4

FOR SIGNAGE ALONG MEADER WAY SEE SHEET 4

FOR SIGNAGE ALONG SUNRISE LANE SEE SHEET 4

65'

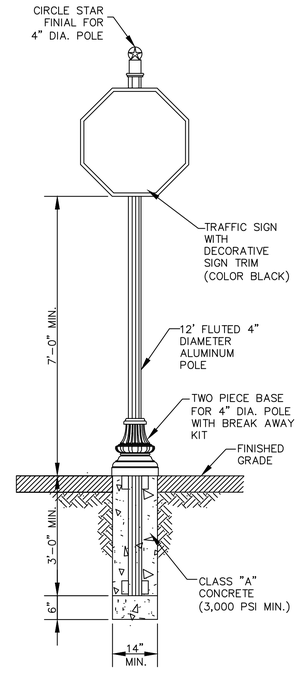
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60 30 0 60 120
SCALE : 1" = 60'

H:\WORK IN PROGRESS\CELINA\124406 MOSAIC ELEMENTARY\DRAWINGS\3-5 SITE PLAN.DWG - 1/17/25

SITE DESIGN NOTES:

1. ALL STRIPING AND MARKINGS SHALL BE HOT APPLIED REFLECTIVE THERMOPLASTIC MEETING THE REQUIREMENTS OF TXDOT SPECIFICATION DMS-8220.
2. PREPARE SURFACE IN ACCORDANCE WITH TXDOT ITEM 678, AND SEAL STRIPING AND MARKINGS IN ACCORDANCE WITH TXDOT ITEM 666.
3. TRAFFIC CONTROL, SIGNS, STRIPING, AND PAVEMENT MARKERS SHALL BE INSTALLED IN ACCORDANCE WITH TMUTCD MANUAL, LATEST EDITION.
4. S5-1 SIGN, INCLUDING ANY SUPPLEMENTAL PLAQUES USED IN ASSOCIATION WITH THIS WARNING SIGN SHALL HAVE FLUORESCENT YELLOW-GREEN BACKGROUND WITH A BLACK LEGEND AND BORDER.
5. FLASHING CIRCULAR YELLOW SIGNAL SHALL BE USED FOR THE SPEED LIMIT SIGN BEACON. IT SHALL HAVE A NOMINAL DIAMETER OF 8 INCHES AND BE SOLAR POWERED.
6. MINIMUM HEIGHT, MEASURED VERTICALLY FROM THE BOTTOM OF THE SIGN TO THE ELEVATION OF THE NEAR EDGE OF THE PAVEMENT, OF SIGNS INSTALLED AT THE SIDE OF THE ROAD IN RURAL AREAS SHALL BE 7 FEET. THE HEIGHT TO THE BOTTOM OF THE SUPPLEMENTARY PLAGUE MOUNTED BELOW ANOTHER SIGN MAY BE INSTALLED AT 6FT. REFERENCE SECTION 2A OF THE TMUTCD FOR ILLUSTRATIONS.
7. CONTRACTOR TO ENSURE FLASHER POLES AND CONTROL BOXES ARE TO BE BLACK POWDER COATED.



TRAFFIC SIGN AND ROADWAY POST WITH BASE

N.T.S.

WARNING!! EXISTING HIGH PRESSURE GAS MAIN, WATER MAIN, SEWER MAIN, COMMUNICATION LINES, AND POWER LINES IN THE AREA. EXACT LOCATION AND DEPTH UNKNOWN. CONTRACTOR TO VERIFY PRIOR TO EXCAVATION.

NOTE:
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NO.	REVISION	DATE

DESIGN BY: JTHOMAS
DRAWN BY: JVESELKA
CHECKED BY: JTHOMAS
SCALE: 1" = 60'
JOB NUMBER: 624406

TRC ENGINEERS, INC.
700 HIGHLANDER BLVD., STE. 210 ARLINGTON, TX 76015
T.B.P.E. FIRM REGISTRATION # F-8632
(817) 522 - 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED PROFESSIONAL ENGINEER
01/20/2025

CITY OF CELINA
MOSAIC SCHOOL ZONE SIGNAGE
SITE PLAN OVERALL

CELINA TEXAS est. 1879
Life Connected.

SHEET
3 OF 5

JANUARY 2025

MOSAIC ELEMENTARY SCHOOL
(UNDER CONSTRUCTION)

MEADER WAY
EX. CONCRETE PAVEMENT

SUNRISE LANE
EX. CONCRETE PAVEMENT

WEST FRONTIER PKWY

STA. 4+08.00
INSTALL S1-1 SIGN (30"X30") AND S4-3P PLAQUE (24"X8") WITH POST AND BASE

SUNRISE LANE STA. 9+77.00 & 10+10.00
MEADER WAY STA. 1+82.00 & 2+03.00
INSTALL S1-1 SIGN (30"X30") AND W16-7P (24"X8") WITH POST AND BASE

STA. 7+10.00 & 7+74.00
INSTALL S1-1 SIGN (30"X30") AND W16-7P (24"X8") WITH POST AND BASE

STA. 5+16.00
INSTALL S1-1 SIGN (30"X30") AND S4-3P PLAQUE (24"X8") WITH POST AND BASE

STA. 3+72.00 & 4+28.00
INSTALL S1-1 SIGN (30"X30") AND W16-7P (24"X8") WITH POST AND BASE

STA. 1+75.20
INSTALL S5-1 SIGN (24"X48"), S7-1T SIGN (24"X18"), RADAR SPEED FEEDBACK SIGN AND SOLAR POWERED DOUBLE FLASHING BEACON WITH POST AND BASE

END SCHOOL ZONE

SUNRISE LANE STA. 12+62.00
INSTALL S5-2 SIGN (24"X30") WITH POST AND BASE

INSTALL 26 LF OF 24" SOLID WHITE LINE

CROSSWALKS 40 LF EACH

100'

200'

INSTALL 40 LF OF 24" SOLID WHITE LINE

MEADER WAY STA. 0+38.00
INSTALL S5-2 SIGN (24"X30") WITH POST AND BASE

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SCHOOL SPEED LIMIT 20 WHEN FLASHING
CELL PHONE USE PROHIBITED UP TO $200 FINE
YOUR SPEED 28

SUNRISE LANE STA. 12+62.00
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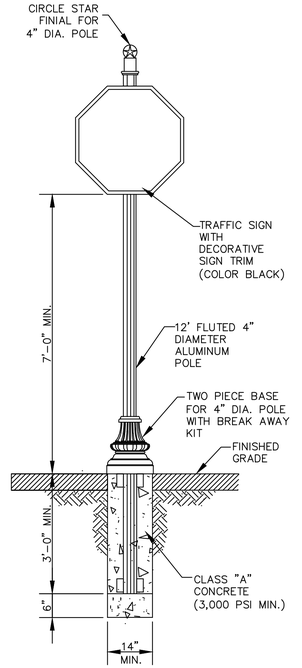
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SCALE : 1" = 60'

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JUSTIN THOMAS 98403 LICENSED PROFESSIONAL ENGINEER
01/20/2025

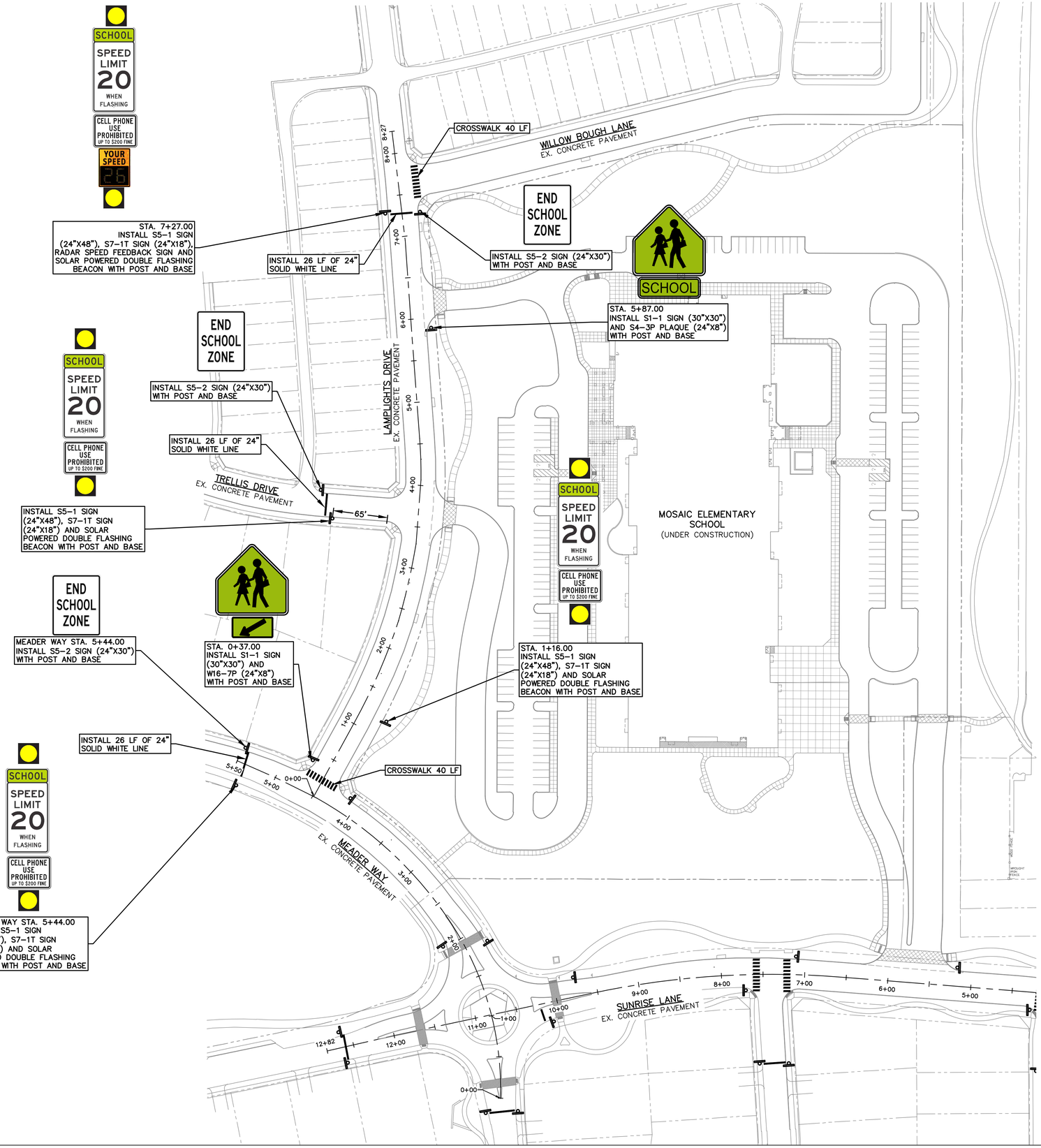
CITY OF CELINA
MOSAIC SCHOOL ZONE SIGNAGE
SITE PLAN - SUNRISE LANE & MEADER WAY

Life Connected.

SHEET
4 OF 5

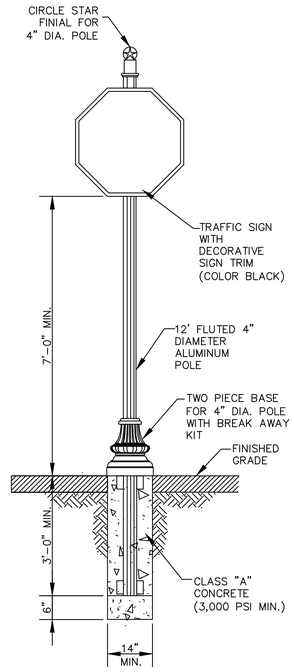
JANUARY 2025

H:\WORK IN PROGRESS\CELINA\624406 MOSAIC ELEMENTARY\DRAWINGS\3-4 SITE PLAN.DWG - 1/7/25



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(817) 522 - 1000

STATE OF TEXAS
JUSTIN THOMAS
98403
LICENSED PROFESSIONAL ENGINEER
01/20/2025

CITY OF CELINA
MOSAIC SCHOOL ZONE SIGNAGE
SITE PLAN - LAMPLIGHTS DRIVE

CELINA TEXAS est 1876
Life Connected.

SHEET
5 OF 5

JANUARY 2025

H:\WORK IN PROGRESS\CELINA\624406 MOSAIC ELEMENTARY\DRAWINGS\1-5 SITE PLAN.DWG - 1/17/25

School Zone Flashers & Equipment

Wilson Creek Elementary
Mosaic Elementary



Andrew Figueroa
April 8, 2025

AGENDA OVERVIEW

- Consider and act to purchase school zone flashers and equipment for Mosaic and Wilson Creek Elementary Schools from Consolidated Traffic Control, Inc. through a cooperative contract with Houston-Galveston Area Council cooperative purchasing program (HGACBuy), contract #PE-05-21, for an amount not to exceed $125,307.00.

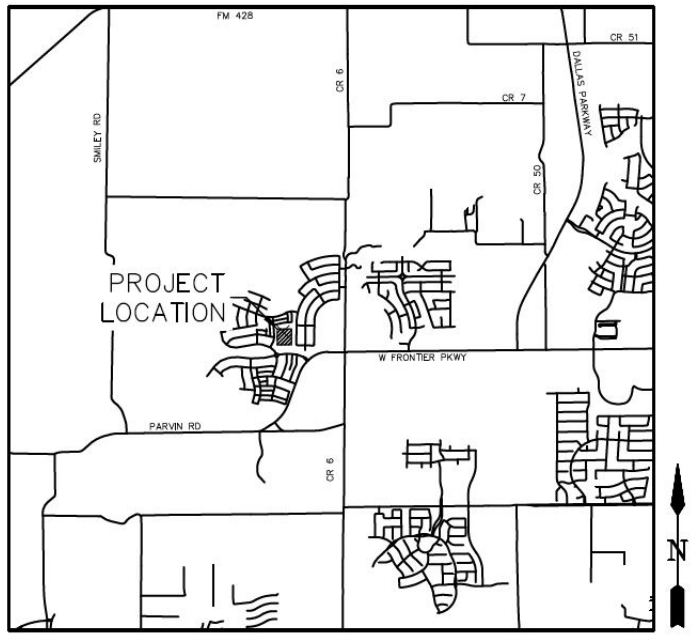
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

- Staff recommends approval.

SCHOOL ZONE COST & LOCATION

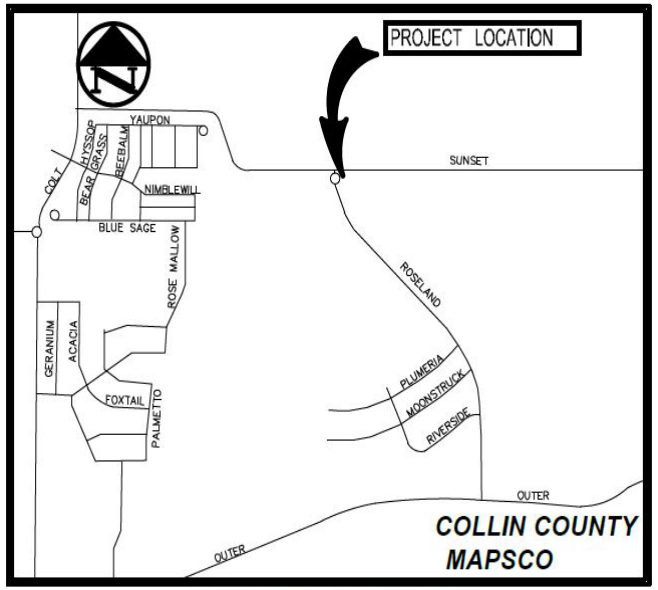
Item	School	Cooperative Contract	Cooperative Contract Number	Total Cost
School Zone Flashers & Equipment	Mosaic Elementary	HGACBuy	PE-05-21	$73,982.00
School Zone Flashers & Equipment	Wilson Creek Elementary	HGACBuy	PE-05-21	$51,325.00

Mosaic Elementary



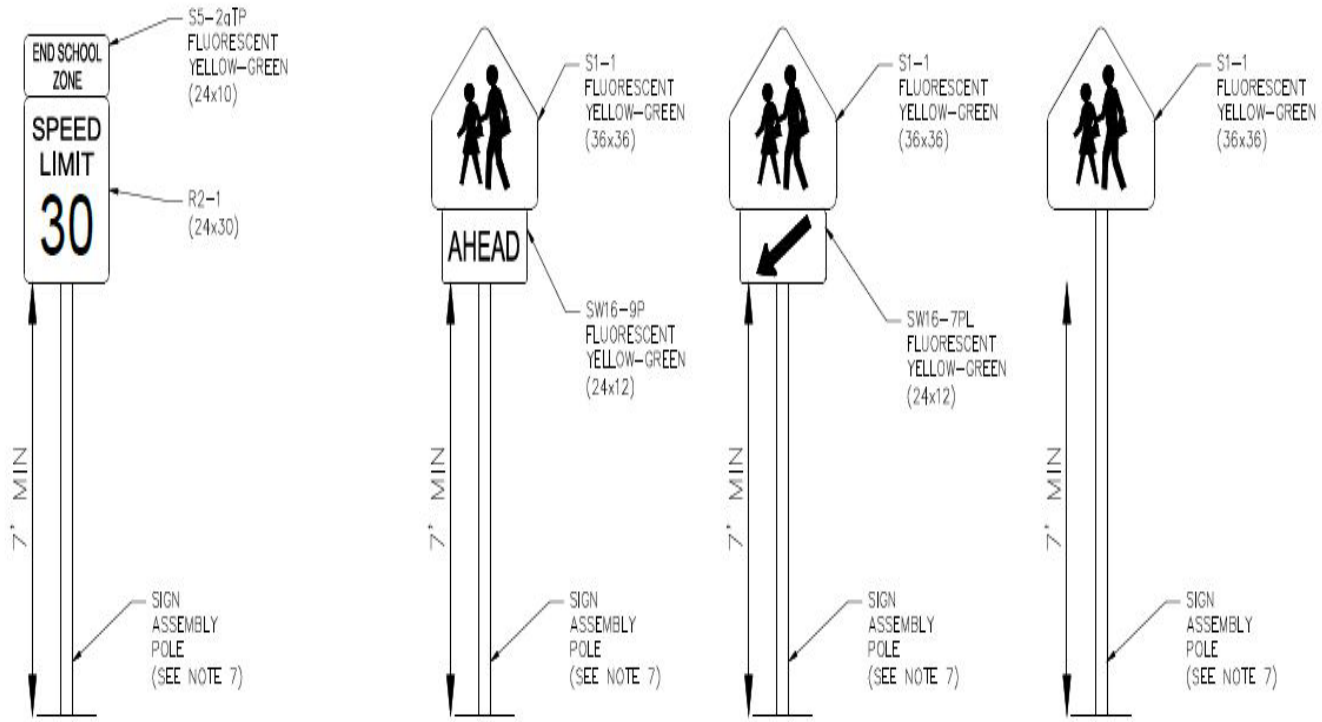
LOCATION MAP
N.T.S.

Wilson Creek Elementary

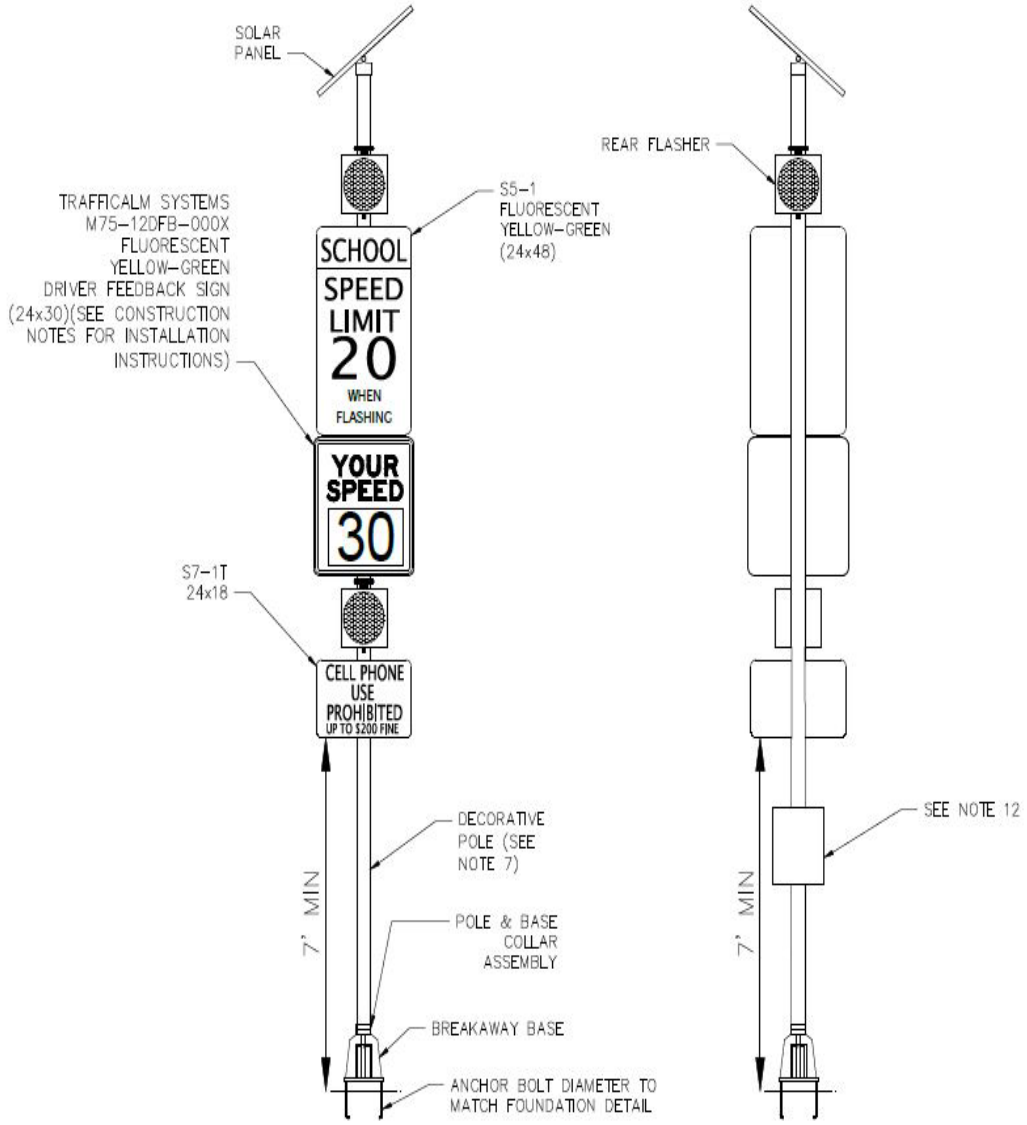


VICINITY MAP
(NOT TO SCALE)

SCHOOL ZONE SIGNAGE DETAIL



STATIC SIGN ASSEMBLY



FLASHING BEACON ASSEMBLY

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:	Jeovanna Rubio
Date:	April 8, 2025
Re:	Silo Crossing PID Petition

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, accepting a petition seeking the creation of the Silo Crossing Public Improvement District within the extraterritorial jurisdiction of the City and calling for a public hearing for the City Council's May 13, 2025 meeting. (Stovall)

Background Information:
The City received a petition on February 12, 2025 from Willard 130 LBC, LLC, to establish the Silo Crossing Public Improvement District. The petition was submitted in proper form and was compliant with the applicable laws of the State of Texas concerning the creation of public improvement districts (PIDs).

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.
- This property is to be annexed into the City, therefore City Council will consider annexation at the same City Council meeting the PID is created.

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:
Bond Counsel and the City Attorney have reviewed.

Supporting Documents:
1. Silo Crossing PID Presentation v2
2. Celina Silo Crossing PID 2025 - Resolution Accepting Petition and Authorizing Hearing - Final for April 8 Meeting

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends acceptance of the petition.

THE SILO CROSSING PUBLIC IMPROVEMENT DISTRICT - PETITION

City Council Meeting
April 8, 2024



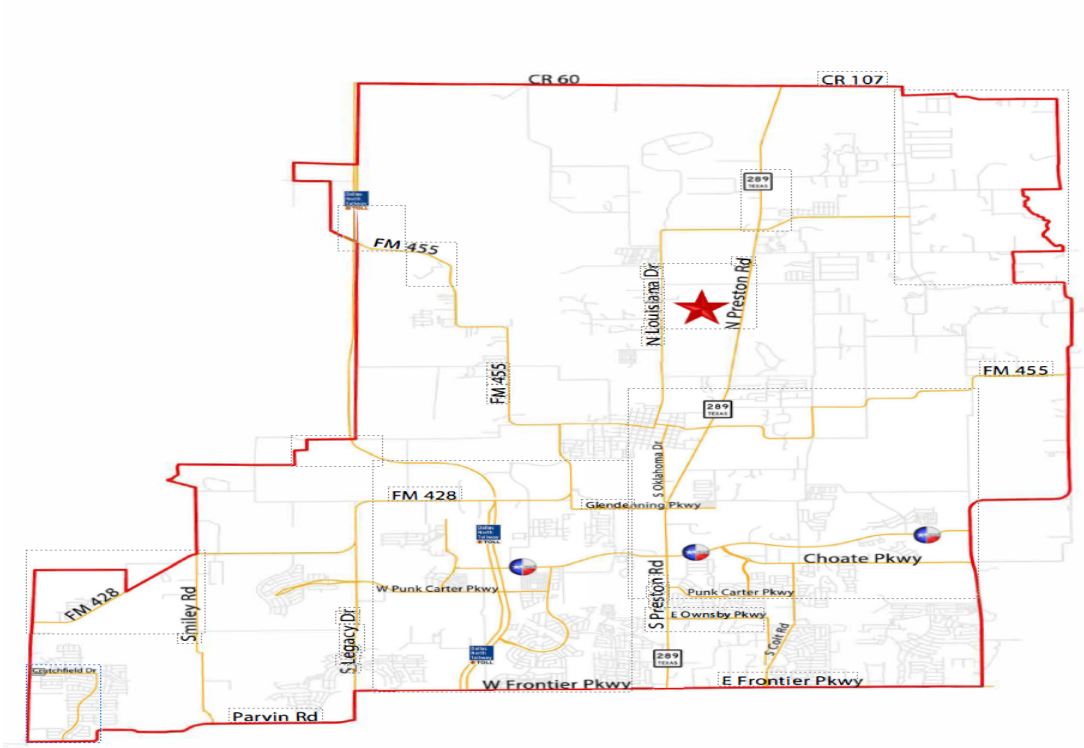
PID PETITION

- Staff received a petition to establish the Silo Crossing PID in February

- Public Improvement District
  - Petitioners: Willard 130 LBC, LLC.

PROPERTY

Located west of Preston Road and South of G.A Moore.





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 and annexation
- 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 A NOTICE OF PUBLIC HEARING ON MAY 13, 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 February 12, 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 extraterritorial jurisdiction of the City, as required and in compliance with Subchapter A of Chapter 372, as amended, Texas Local Government Code (the "Act"); and

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

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

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

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

NOW, THEREFORE, 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 or Assistant 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 May 13, 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 or Assistant 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 or Assistant City Secretary shall cause the aforesaid notice, attached hereto as **Exhibit B**, to be published in a newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the PID is to be located or in which the improvements are to be undertaken before the fifteenth (15th) day before the scheduled date of the public hearing. The City Secretary or Assistant 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 8th day of April, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(CITY SEAL)

EXHIBIT A

PETITION
(see attached Petition)

STATE OF TEXAS	§	
	§	PETITION TO ESTABLISH SILO CROSSING
COUNTY OF COLLIN	§	PUBLIC IMPROVEMENT DISTRICT

TO THE HONORABLE GOVERNING BODY OF THE CITY OF Celina:

COMES NOW Willard 130 LBC, LLC, a Texas limited liability company (the "Petitioner"), hereby requests and petitions the City of Celina (the "City") to establish Silo Crossing Public Improvement District (the "District") under and pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the "Act"), on the hereinafter described property situated within the extraterritorial jurisdiction of the City, and in support thereof would respectfully show the following:

I.

The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street 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 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 and facilities related thereto; (v) acquisition of real property, interests in real property, or contract rights in connection with the Authorized Improvements (as defined below); (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) projects similar to those listed in subsections (i) - (v) above or authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (viii) any additional improvement projects authorized in the Act; (ix) payment of costs associated with 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 (x) payment of costs associated with developing and financing the public improvements listed in (i) - (ix) above, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (ix) above, and costs of establishing, administering and operating the District (collectively, the "Authorized Improvements").

II.

The estimated costs of constructing and acquiring all of the currently proposed Authorized Improvements, together with bond issuance costs, legal and financial fees, letter of credit fees and expenses, bond credit enhancement expenses, capitalization of bond interest, the creation of a bond reserve fund, expenses incurred in the establishment, administration and operation of the District and

acquisition, by purchase or otherwise, of real property or contract rights in connection with each authorized improvement, is presently estimated to be a total of approximately $27,500,000, based on the estimated current and future costs of the Authorized Improvements to serve the area within the District, as authorized by law. The total costs of the Authorized Improvements shall be paid from any revenues or assessments lawfully available to the City, anticipating that the costs of acquisition of the Authorized Improvements will be paid pursuant to a contractual reimbursement obligation or the issuance of bonds secured by and payable from a special assessment levied on all property within the District's boundaries for the Authorized Improvements.

III.

The boundaries of the proposed District are fully described in Exhibit "A," attached hereto and made a part hereof for all purposes.

IV.

The proposed method of assessment is to impose a special assessment to be paid in installments on all useable property within the District, net of any public right-of-way, according to the value of the property, without regard to the value of improvements on the property, or in any other manner that results in imposing equal shares of the cost on property similarly benefitted. A report will be prepared showing the special benefits accruing to property within the District and how the costs of the Authorized Improvements are assessed to property on the basis of special benefit received by the property from the Authorized Improvements.

V.

All costs incurred by the District shall be paid by the District, and there shall be no apportionment of costs between the District and the City as a whole. The City will not be obligated to provide any funds to finance the proposed improvements except from assessments generated by property within the District.

VI.

Management and administration of the District shall be by the City. The City may contract from time to time with a private company for District administrative services.

VII.

The individual executing this Petition is duly authorized to execute this Petition, and the Petitioner requests the establishment of the District.

VIII.

An Advisory Board may be established to develop and recommend an improvement plan to the City Council of the City of Celina (the "Council"). The Petitioner requests that if the Council establishes an Advisory Board, that such Advisory Board should include representatives of the Petitioner or its designees.

IX.

This Petition has been executed for and on behalf of (i) the owners of more than 50% of the taxable real property described in said Exhibit A**,** representing all of the appraised value of taxable real property liable for assessment under this Petition as shown by the current roll of the Collin County Appraisal District, and (ii) the record owners of more than 50% of the real property liable for assessment under this Petition, and shall be filed with the Secretary of the City. The Petitioner owns 100% of the property to be located in the District and liable for assessment.

WHEREFORE, PREMISES CONSIDERED, Petitioner prays that the Council:

(1) duly consider this Petition and adopt a Resolution finding (i) that this Petition complies with all legal requirements; (ii) that the proposed Authorized Improvements are necessary, advisable and will provide a public use and benefit to the City; and (iii) that the estimated costs of the improvements, the method of assessment and the apportionment of costs between the District and the City are reasonable and acceptable;

(2) call a public hearing, give notice thereof as required by law and hold such hearing on the advisability of the Authorized Improvements specified in this Petition; and

(3) grant all matters requested in this Petition and grant such other relief, in law or in equity, to which Petitioner shall show itself to be entitled.

[*Signature pages follows*]

EXECUTED on this February 12th, 2025.

PETITIONER:

Willard 130 LBC, LLC,
a Texas limited liability company

By:_____
William Christopher Reeder, Manager

EXHIBIT A
LEGAL DESCRIPTION OF THE TRACT

Legal Description
SF Area - 98.389 Acres

BEING all of that tract of land situated in the J.M. Herron Survey, Abstract No. 377, Collin County, Texas, and being a portion of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod found on the westerly right-of-way line of Burlington Northern Santa Fe Railroad and the southerly line of said 77.00 acre tract for the northeast corner of a called 76.9 acre tract described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in 1996-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract and the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 1.98 acre tract, a distance of 494.13 feet;

THENCE across said 65.00 acre tract and said 77.00 acre tract, the following courses:

1. North 00°10'13" West, a distance of 2,006.17 feet;
2. South 76°29'49" East, a distance of 84.87 feet;
3. North 80°17'28" East, a distance of 121.35 feet;
4. North 23°03'34" East, a distance of 19.82 feet;
5. North 49°44'45" West, a distance of 97.85 feet;
6. North 10°16'11" West, a distance of 68.93 feet;
7. North 73°05'34" East, a distance of 43.14 feet;
8. South 59°52'33" East, a distance of 33.43 feet;
9. South 19°09'39" East, a distance of 32.24 feet;uth 48°45'14" East, a distance of 29.43

feet;

10. North 69°56'12" East, a distance of 65.21 feet;
11. North 36°47'18" East, a distance of 30.19 feet;
12. North 67°35'18" East, a distance of 25.76 feet;
13. South 45°11'30" East, a distance of 40.03 feet;
14. South 33°34'31" West, a distance of 47.93 feet;
15. South 01°22'50" West, a distance of 64.84 feet;
16. South 54°37'26" East, a distance of 110.09 feet;
17. North 64°49'52" East, a distance of 44.24 feet;
18. North 21°14'35" East, a distance of 32.28 feet;
19. North 63°27'02" East, a distance of 94.69 feet;
20. South 12°06'51" East, a distance of 86.10 feet;
21. South 61°12'20" East, a distance of 29.07 feet;
22. North 45°31'19" East, a distance of 129.74 feet;
23. North 86°28'26" East, a distance of 60.63 feet;
24. South 37°56'26" East, a distance of 31.74 feet;
25. South 6°15'39" West, a distance of 55.13 feet;
26. South 89°30'34" East, a distance of 24.22 feet;
27. North 45°17'55" East, a distance of 180.59 feet;
28. North 75°10'25" East, a distance of 171.45 feet;
29. North 56°17'36" East, a distance of 96.82 feet;
30. South 79°41'46" East, a distance of 116.35 feet;

31. North 42°09'51" East, a distance of 113.98 feet;

32. South 65°07'07" East, a distance of 95.12 feet;

33. North 63°50'49" East, a distance of 112.99 feet;

34. North 27°06'46" East, a distance of 86.07 feet;

35. South 71°45'10" East, a distance of 199.13 feet;

36. South 37°30'41" East, a distance of 79.62 feet;

37. South 16°49'54" East, a distance of 127.77 feet;

38. South 52°22'38" East, a distance of 65.54 feet;

39. North 79°59'19" East, a distance of 120.30 feet;

40. South 54°38'20" East, a distance of 88.77 feet;

41. South 81°27'55" East, a distance of 152.51 feet to a point in said westerly right-of-way line of said Burlington Northern Santa Fe Railroad;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad a distance of 2,028.19 feet to the POINT OF BEGINNING and enclosing 98.389 acres (4,285,835 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 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 Silo Crossing Public Improvement District (the "District").

Time and Place of the Hearing. The public hearing will start at or after 5:00 p.m., on May 13, 2025, at 112 N. Colorado Street, Celina, Texas 75009.

General Nature of the Proposed Authorized Improvements. The general nature of the proposed public improvements to be provided by the District that are necessary for the development of the Property within the District and which shall promote the interests of the City and confer a special benefit upon the Property, may include: (i) street 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 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 and facilities related thereto; (v) acquisition of real property, interests in real property, or contract rights in connection with the Authorized Improvements (as defined below); (vi) payment of costs, including, without limitation, design, engineering, permitting, legal, required payment, performance and maintenance bonds, bidding, support, construction, construction management, administrative and inspection costs, associated with developing and financing the public improvements listed in (i) through (v) above; (vii) projects similar to those listed in subsections (i) - (v) above or authorized by the Act, including similar offsite projects that provide a benefit to the property within the District; (viii) any additional improvement projects authorized in the Act; (ix) payment of costs associated with 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 (x) payment of costs associated with developing and financing the public improvements listed in (i) - (ix) above, as well as the interest, costs of issuance, reserve funds, or credit enhancement of bonds issued for the purposes described in (i) through (ix) above, and costs of establishing, administering and operating the District (collectively, the "Authorized Improvements").

Estimated Cost of the Authorized Improvements. The Petitioner estimates the cost to construct and acquire 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 $27,500,000.00.

Proposed District Boundaries. The District is proposed to include property owned by the Petitioner consisting of approximately 98.389 acres of property located at the intersection of G.A. Moore Parkway and N. Louisiana Drive, to the south of G.A. Moore Parkway and to the east of N. Louisiana Drive, and within the extraterritorial jurisdiction of the City, as more particularly described by a metes and bounds description available at the Celina City Hall and available for public inspection.

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

Proposed Apportionment of Cost between the District and the City. All costs incurred by the District shall be paid by the District, and there shall be no 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.

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:	Kimberly Brawner, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Kimberly Brawner
Date:	April 8, 2025
Re:	Upper Trinity Regional Water District Representative Appointment

Action Requested:
Consider and act upon a Resolution to authorize the City Manager to appoint Kimberly Brawner as the City of Celina representative on the Upper Trinity Regional Water District for a four-year period beginning June 1, 2025. (Brawner)

Background Information:
The City of Celina is a participating board member of the Upper Trinity Regional Water District (UTRWD). The City of Celina has had a representative on the UTRWD Board since 1989. In February 2000, the City of Celina became "an additional participating member" of the UTRWD by receiving a direct water supply from UTRWD. The UTRWD board meetings are held on the first Thursday of every month. Information on board meetings can be found at www.utrwd.com.

Since 1989, the following individuals have served the City of Celina as a representative on the UTRWD:

Stephen Shutt – 01/89-11/89
Lloyd Rucker –11/89 –06/90
Pat Boyd – 06/90 –05/91
Dave Lewis – 05/91 –10/91
G.W. Tillerson – 11/91—12/91
Mike Daugherty – 01/92 –07/96
Eugene Francis – 01/97 – 08/97
Lance Vanzant – 08/99 –07/17
James Burnham – 07/17 – 06/21
Corbett Howard – 06/21 – 03/23

Kimberly Brawner was appointed to the UTRWD board as its representative in March 2023. This resolution will allow her to continue to serve as Celina's representative.

Legal Review:
The UTRWD attorney approved this Resolution.

Supporting Documents:
1. Staff Presentation
2. UTRWD Resolution for Board Appointment

Financial Consideration:
NA

Staff Recommendation:
Staff recommends approval.

UPPER TRINITY REGIONAL WATER DISTRICT BOARD APPOINTMENT

April 8, 2025

Kimberly Brawner, P.E.
Assistant City Manager



BACKGROUND

- Celina became "an additional participating member" of the UTRWD by receiving a direct water supply from UTRWD in 1989.
- Celina has been represented on the UTRWD board since Jan 1989.
- Ten (10) individuals have previously served as the board representative.
- Kimberly was appointed to the board in 3/23 to serve the remainder of Corbett Howard’s term.
- The board appointment will be from 06/01/2025 – 05/31/2029.

QUESTIONS?

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING KIMBERLY BRAWNER TO THE UPPER TRINITY REGIONAL WATER DISTRICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Celina is a member of the Upper Trinity Regional Water District (UTRWD): and

WHEREAS, as a member has the right and responsibility to appoint a member to the UTRWD Board of Directors; and

WHEREAS, the City Council wishes to appoint Kimberly Brawner to a four-year term effective June 1, 2025.

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

SECTION 1. The City Council appoints Kimberly Brawner to serve as the City of Celina representative to the UTRWD Board of Directors for a term of four years effective June 1, 2025.

SECTION 2. That all provisions of the Resolutions of the City of Celina, Texas, in conflict with the provisions of this Resolution are hereby repealed.

SECTION 3. That this Resolution shall take effect immediately from and after its passage, and it is accordingly so resolved.

DULY PASSED by the City Council of the City of Celina, Texas, this 8th day of April 2025.

APPROVED:

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant 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:	Catherine Oduro
Date:	April 8, 2025
Re:	Marilee Road Easement Agreement with BNSF

Action Requested:
Consider and act on a Resolution of the City Council of the City of Celina authorizing the city manager to sign an easement agreement by and between the City of Celina and BNSF Railway Company for the widening of Marilee Road across the BNSF right-of-way. (Glasgow)

Background Information:
The City of Celina entered a Development Agreement with Rasor Family Ranch LP, effective February 8, 2022, recorded in the Official Public Records of Collin County as Instrument No. 20220217000275130. Per the development agreement, the developer is obligated to build two concrete lanes of Marilee Road (ultimately a 6-lane divided road) from Celina Parkway to Preston Road when they develop adjacent to Marilee Road.

The city is proposing to partner with the developer to design and build two additional lanes at Preston Road to establish the ultimate footprint of the intersection in coordination with the widening of Preston Road and the construction of Marilee Road east of Preston Road. Additional right-of-way/easement will be needed to widen the road across the tracks. The BNSF Real Estate Department will provide property value for the easement, which will be included in a separate Grade Crossing Construction and Maintenance Agreement.

This resolution authorizes the city manager to sign the easement agreement, execute purchase contracts, deeds, and easements, and disburse purchase and closing funds necessary to acquire the easement.

Legal Review:
The City Attorney has reviewed the proposed Resolution for compliance with state law.

Supporting Documents:

1. LOCATION MAP
2. Res Auth CM BNSF Easement v3 HS 4.1.25
3. Form 704 Easement for CM Agreement (BNSF Grantor)_32025
4. Proposed Easement Exhibit
5. 20240606_Marilee Road Crossing Gate Location
6. VII-Y-Marilee Road Easement Agreement with BNSF Resolution-CC

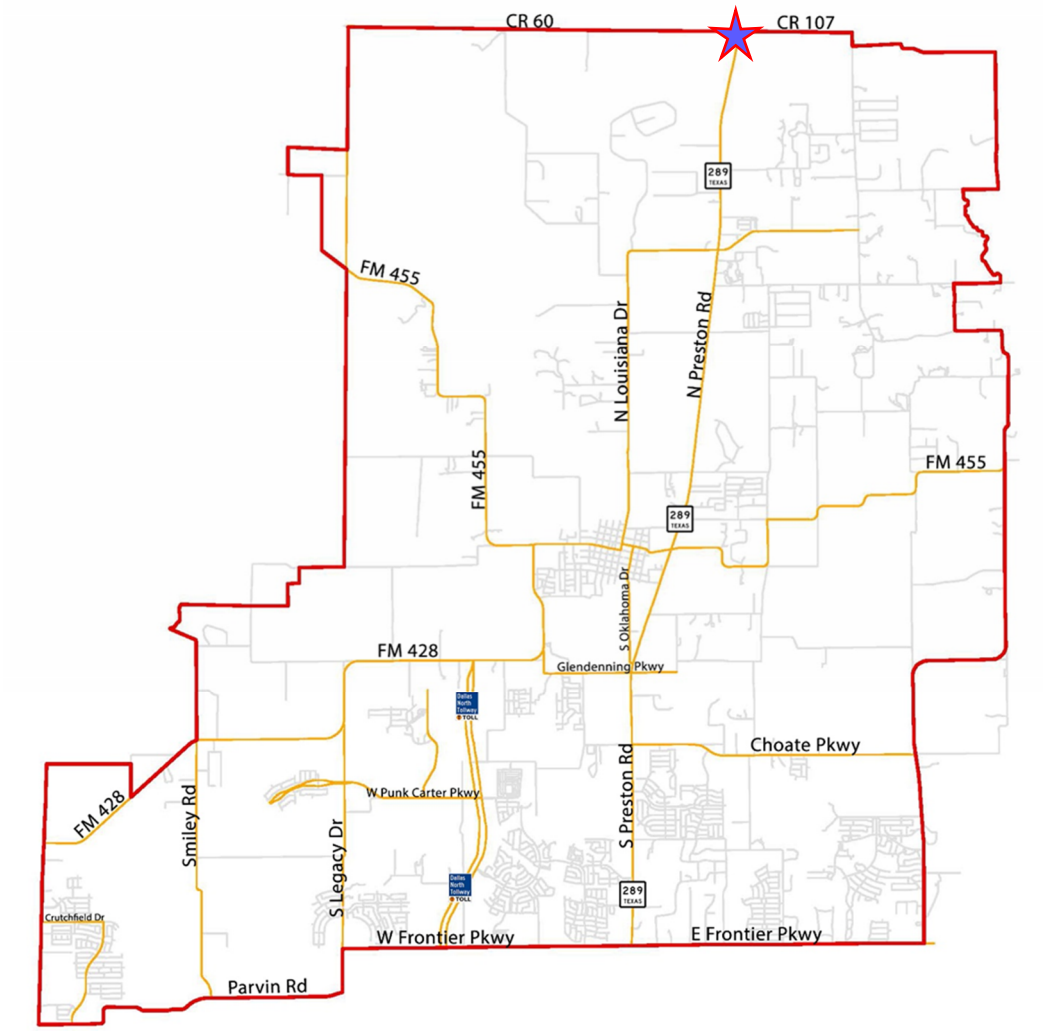
Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval.

LOCATION MAP



CITY OF CELINA, TEXAS

RESOLUTION 2025-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA TEXAS, AUTHORIZING THE CITY MANAGER TO SIGN AN EASEMENT AGREEMENT WITH BNSF RAILWAY COMPANY ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas (the "City") is a home-rule municipality pursuant to Section 5, Article XI of the Texas Constitution and exercises powers granted by the Texas Constitution and the City's Charter; and

WHEREAS, the City Council of the City (the "City Council") has found it necessary and in the public interest to improve the roadway infrastructure within the City limits and the City's extraterritorial jurisdiction, so that the City will grow in an orderly manner that allows for the management of traffic so that the public will be able to travel safely and efficiently throughout the area; and

WHEREAS, Section 2.02 of the City Charter grants the City the power to acquire property for public purpose; and

WHEREAS, Section 4.03 of the City Charter grants the City Manager the power and duty to execute contracts on behalf of the City when authorized by ordinance or resolution of the City Council; and

WHEREAS, the City Council of the City ("City Council") has determined that it is in the best interest of the citizens of the City to authorize the City Manager to acquire an easement from BNSF Railway Company for the widening of Marilee Road.

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

Section 1: The findings and premises contained in the preamble above are hereby deemed to be true and correct.

Section 2: The City Manager is hereby authorized to execute all documents as required and to disburse funds necessary to acquire property interests in the easement identified in the attached Exhibit "A", attached here and incorporated as if set forth fully herein, on behalf of the City.

Section 3. This Resolution shall become effective upon the date of passage.

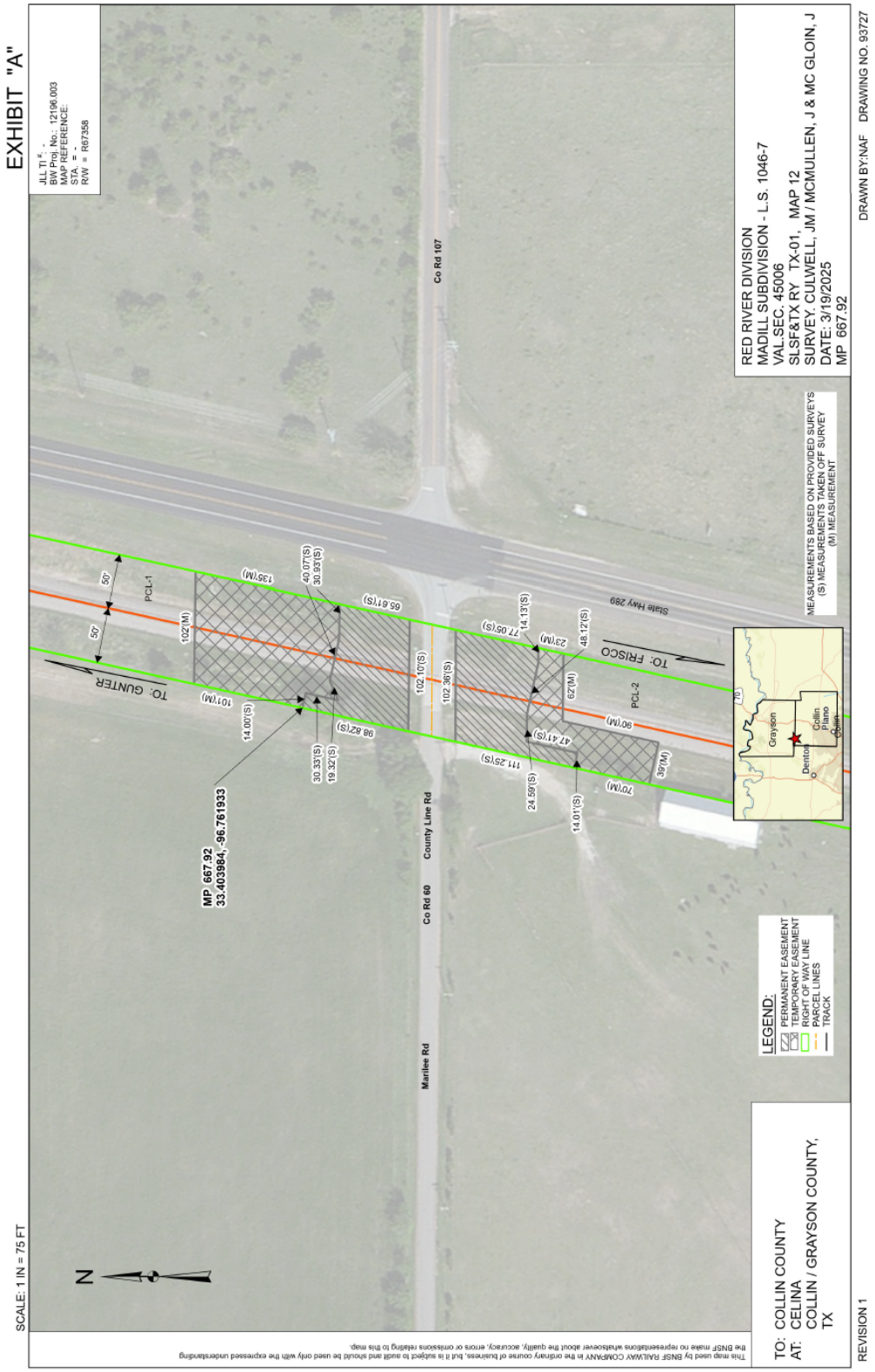
DULY PASSED AND APPROVED by the City Council of Celina, Texas, this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

Exhibit A


EXHIBIT "A"
JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. =
R/W = R67358
RED RIVER DIVISION
MADILL SUBDIVISION - LS. 1046-7
VAL.SEC. 45006
SLSF&TX RY TX-01, MAP 12
SURVEY: CULWELL, JM / MCMULLEN, J & MC GLOIN, J
DATE: 3/19/2025
MP 667.92
MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT
DRAWN BY:NAF
DRAWING NO. 93727
TO: COLLIN COUNTY
AT: CELINA
COLLIN / GRAYSON COUNTY, TX
REVISION 1
SCALE: 1 IN = 75 FT
N
LEGEND:
PERMANENT EASEMENT
TEMPORARY EASEMENT
RIGHT OF WAY LINE
PARCEL LINES
TRACK
MP. 667.92
33.403984, -96.761933
Co Rd 107
County Line Rd
Co Rd 60
Manilee Rd
State Hwy 289
TO: GUNTER
TO: FRISCO
PCL-1
PCL-2
50'
50'
102'(M)
101'(M)
135'(M)
14.00'(S)
30.33'(S)
19.32'(S)
98.82'(S)
66.61'(S)
40.07'(S)
30.95'(S)
102.10'(S)
102.36'(S)
77.05'(S)
14.13'(S)
23'(M)
48.12'(S)
62'(M)
90'(M)
47.41'(S)
111.25'(S)
24.59'(S)
14.01'(S)
70'(M)
39'(M)
Grayson
Collin
Plano
Denton

EASEMENT AGREEMENT
FOR MARILEE ROAD – DOT NO. 672095P
(C&M Agreement)

THIS EASEMENT AGREEMENT FOR WIDENING OF MARILEE ROAD AT PRESTON ROAD CROSSING ("**Easement Agreement**") is made and entered into as of the _____ day of _____ 2025 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and City of Celina, a political subdivision of the State of Texas ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Celina, County of Collin, State of Texas, at Railroad Line Segment 1046, Mile Post 667.941, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement, BNSF Contract No. BF_____ dated as of _____ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

NOW, THEREFORE, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1 Granting of Easement.

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"),. Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

(a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;

(b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

(c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

Section 2 **Term of Easement**. The term of the Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual.

Section 3 **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

Section 4 **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

Section 5 **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to

be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

Section 6 **Taxes and Recording Fees**. Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

Section 7 **Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

Section 8 Default and Termination.

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

Section 9 Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

(a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;

(b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;

(c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and

(d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

Section 10 Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

Section 11 Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

Section 12 Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2500 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

Section 13 **Recordation**. It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B-1"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 30 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

Section 14 **Miscellaneous**.

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Texas]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

Section 15. **Administrative Fee.** Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of $2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

GRANTEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT "A"

Premises

EXHIBIT "B"

MEMORANDUM OF EASEMENT

THIS MEMORANDUM OF EASEMENT is hereby executed this _____ day of_____, 201_, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address for purposes of this instrument is 2500 Lou Menk Drive, Fort Worth, Texas 76131, and _____, a _____("**Grantee**"), whose address for purposes of this instrument is _____, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

WITNESSETH:

WHEREAS, Grantor owns or controls certain real property situated in _____ County, _____ as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**');

WHEREAS, Grantor and Grantee entered into an Easement Agreement, dated _____, 201_ (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

WHEREAS, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

END OF PAGE – SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

GRANTOR:

BNSF RAILWAY COMPANY, a Delaware corporation

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF TARRANT §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

_____
Notary Public

My appointment expires:_____

(Seal)

GRANTEE:
_____,
_____

By: _____
Name: _____
Title: _____

STATE OF _____ §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 201_, by _____ (name) as _____(title) of _____, a _____.

_____
Notary Public

My appointment expires:_____

(Seal)

SCALE: 1 IN = 75 FT

EXHIBIT "A"

JLL TI #: -
BW Proj. No.: 12196.003
MAP REFERENCE:
STA. = -
R/W = R67358

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.

N

TO: GUNTER

50'

50'

PCL-1

102'(M)

101'(M)

MP 667.92
33.403984, -96.761933

14.00'(S)

135'(M)

40.07'(S)

30.93'(S)

30.33'(S)

19.32'(S)

98.82'(S)

65.61'(S)

102.10'(S)

102.36'(S)

Marilee Rd

Co Rd 60

County Line Rd

Co Rd 107

111.25'(S)

77.05'(S)

24.59'(S)

14.13'(S)

47.41'(S)

23'(M)

62'(M)

14.01'(S)

48.12'(S)

70'(M)

90'(M)

PCL-2

TO: FRISCO

State Hwy 289

39'(M)



LEGEND:

- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- RIGHT OF WAY LINE
- PARCEL LINES
- TRACK

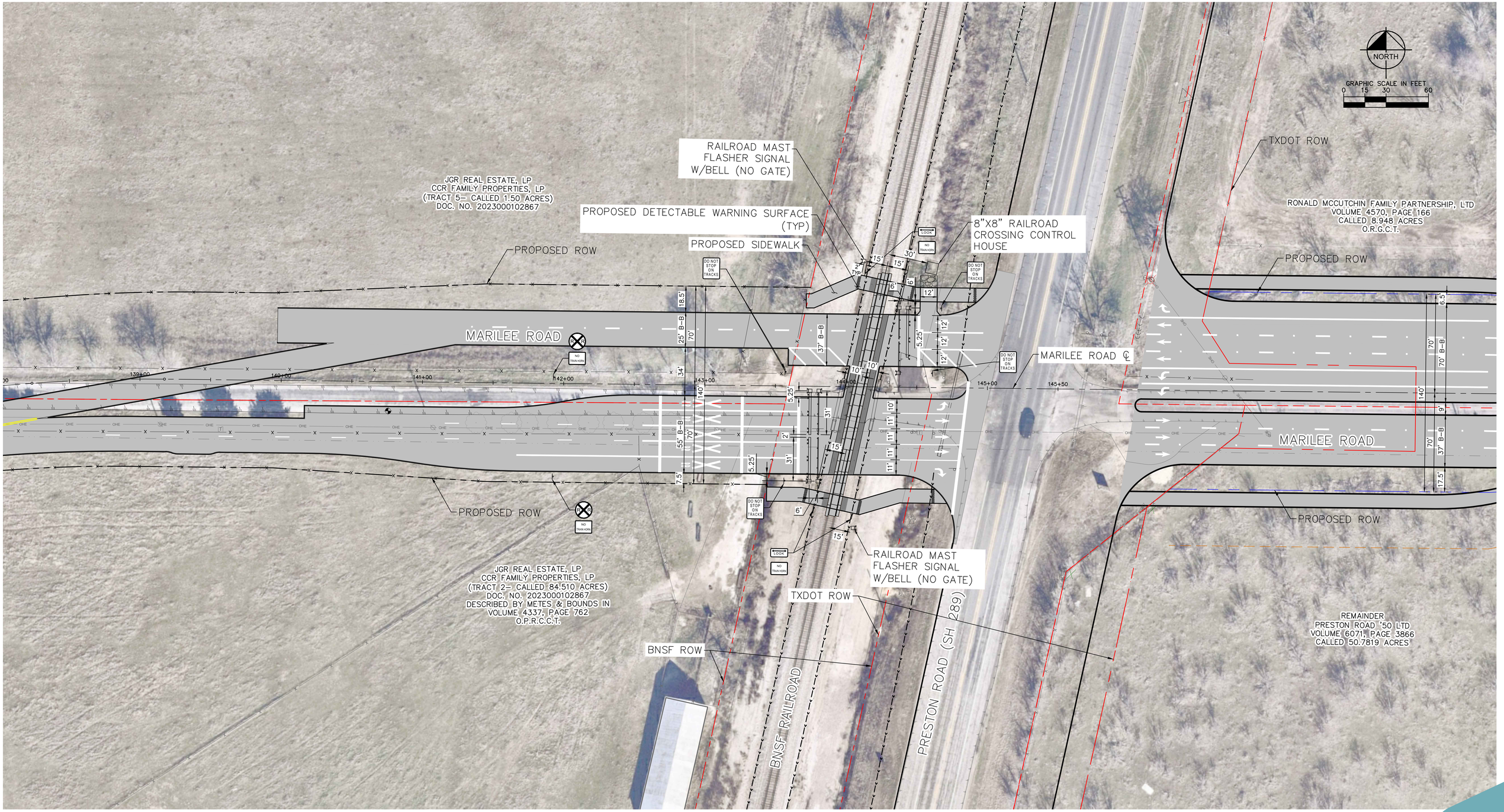
MEASUREMENTS BASED ON PROVIDED SURVEYS
(S) MEASUREMENTS TAKEN OFF SURVEY
(M) MEASUREMENT

TO: COLLIN COUNTY
AT: CELINA
COLLIN / GRAYSON COUNTY, TX

RED RIVER DIVISION
MADILL SUBDIVISION - L.S. 1046-7
VAL.SEC. 45006
SLSF&TX RY TX-01, MAP 12
SURVEY. CULWELL, JM / MCMULLEN, J & MC GLOIN, J
DATE: 3/19/2025
MP 667.92

REVISION 1

DRAWN BY:NAF DRAWING NO. 93727



Intersection Gate & Cantilever Location Overview Exhibit

Marilee Road

Celina, Texas
June 2024

DWG NAME: K:\CEL_C\VIL\064456304-MI MARILEE\CAD\MARILEE ROAD\EXHIBITS\PLANSHEETS\MARILEE ROAD CROSSING GATE LOCATION_RCC.DWG
LAST SAVED: 6/6/2024 1:53 PM

Kimley»Horn
400 N. Oklahoma Drive
Suite 105
Celina, Texas 75009
469-501-2200
State of Texas Registration No. F-928

NOTE: THIS PLAN IS CONCEPTUAL IN NATURE AND HAS BEEN PRODUCED WITHOUT THE BENEFIT OF A SURVEY OR CONTACT WITH THE CITY, COUNTY, ETC.

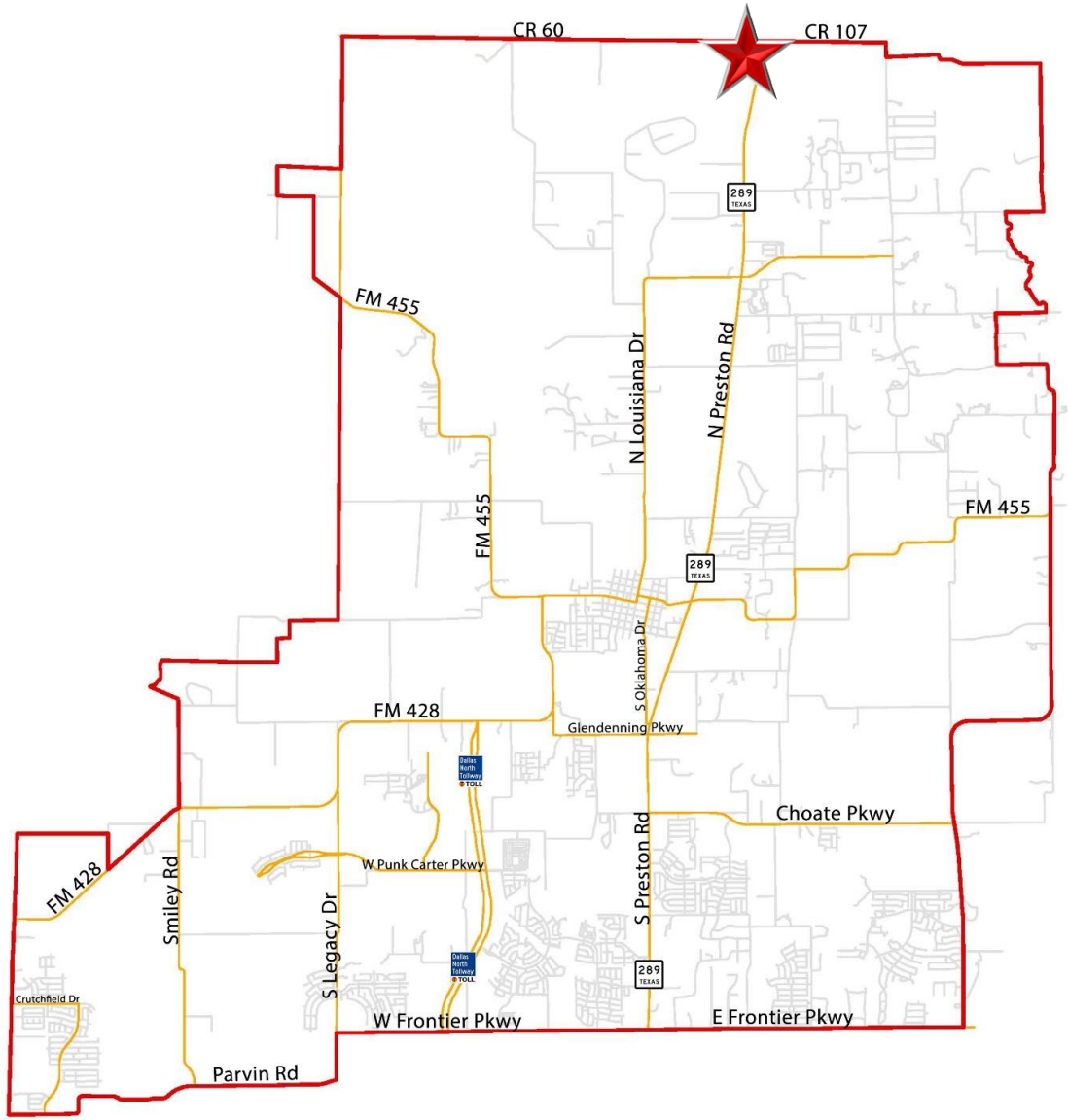
MARILEE ROAD EASEMENT AGREEMENT WITH BNSF RESOLUTION

April 8, 2025

Andy Glasgow, PE, PMP, CFM
Director of Engineering



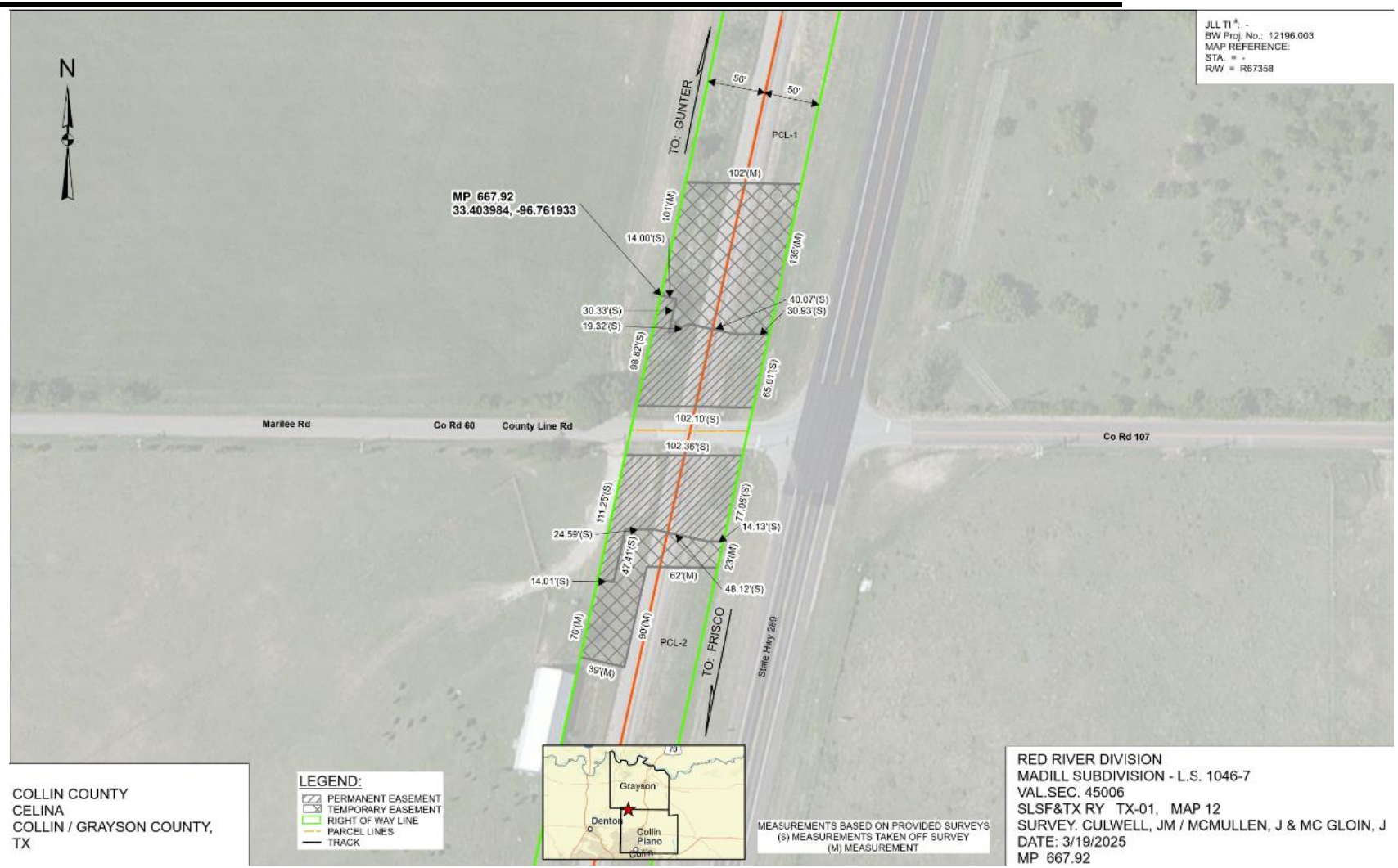
LOCATION MAP



BACKGROUND

- The City of Celina entered into a Development Agreement with Rasor Family Ranch LP, effective February 8, 2022.
- The is proposing to partner with the developer (M/I Homes) to design and build the full intersection at Preston Road (ultimate 6-lane divided road).
- Additional Right of Way/ Easement will be needed for the widening of the road across the tracks.
- This resolution is to authorize the city manager to sign the easement agreement, execute purchase contracts, deeds and easements and to disburse purchase and closing funds necessary to acquire the easement.

EXTENT OF EASEMENT



QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Catherine Oduro
Date:	April 8, 2025
Re:	Frontier Parkway Partial Right of Way Abandonment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance authorizing the future release of approximately 0.72 acres of unimproved Right of Way (ROW) that was originally dedicated for Frontier Parkway located north of the intersection of Frontier Parkway and Sunrise Lane. (Glasgow)

Background Information:
As part of Creeks of Legacy Phase West Phase 2, sixty feet (60') of right-of-way for Frontier Parkway/Parvin Road was dedicated to the city for the future construction of the road. Since then, the city has completed the schematic design for Parvin Road from Legacy to FM 1385. The schematic has realigned the road to swing south approximately eight hundred feet (800') from Legacy Drive. The realignment has resulted in the city not using the previously dedicated ROW. This action is to formally remove any claim over the property. The new alignment of Frontier Parkway was constructed and dedicated by the adjacent developer, Mosiac.

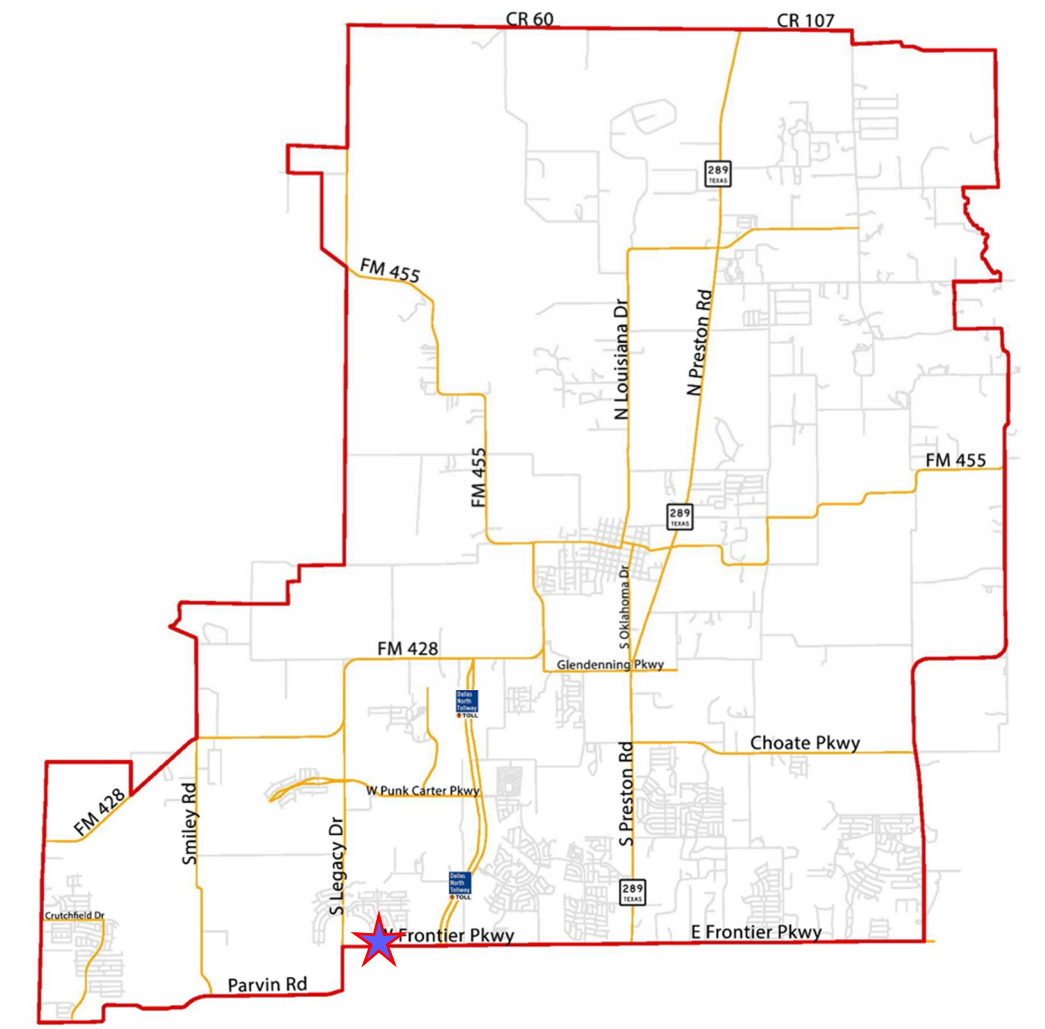
Legal Review:
Ordinance has been reviewed by legal.

Supporting Documents:
1. LOCATION MAP
2. Frontier Parkway ROW Abandonment
3. VIII-A- Frontier ROW partial abandonment Council presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval.

LOCATION MAP



CITY OF CELINA, TEXAS
ORDINANCE 2025-____
FRONTIER PARKWAY PARTIAL RIGHT-OF-WAY ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 0.72 ACRE UNIMPROVED RIGHT-OF-WAY GENERALLY LOCATED NORTH OF THE INTERSECTION OF FRONTIER PARKWAY AND SUNRISE LANE, SITUATED IN THE COLLIN COUNTY J. MCKIM SURVEY, ABSTRACT NO. 889, COLLIN COUNTY, TEXAS.

WHEREAS, the owners of the property underlying the 0.72 acre unimproved right-of-way generally located north of the intersection of Frontier Parkway and Sunrise Lane, in the Collin County J. McKim Survey, Abstract No. 889, Collin County, Texas;

WHEREAS, after due notice was sent to all persons owning properties adjacent to such right-of way and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the right-of-way is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 0.72 acre unimproved right-of-way generally located north of the intersection of Frontier Parkway and Sunrise Lane, in the Collin County J. McKim Survey, Abstract No. 889, Collin County, Texas, more fully described in Exhibit A, attached hereto, is hereby closed and vacated for public travel. The City Manager is hereby authorized to sign any deeds or other necessary documents to effectuate the abandonment and conveyance of said Easement.

SECTION 2. This ordinance shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the ___ day of_____, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____

Jeovanna Rubio, Assistant City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A

City of Celina, Ordinance No. 2025-_____ Frontier Parkway Partial Right-Of-Way Abandonment

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

BEING a tract of land situated in the J. McKim Survey, Abstract No. 889, City of Celina, Denton County, Texas, being a portion of a tract described as 1.358 acres, conveyed to the City of Celina, by deed recorded in Document Number 2008–9821 of the Deed Records of Denton County, Texas and being a portion of Keechi Creek Drive, a 50' right–of–way, dedicated by Creeks of Legacy West Phase 2, an addition to the City of Celina, according to the plat recorded in Document Number 2020–080, of the Official Public Records of Denton County, Texas, with the subject tract being more particularly described as follows:

BEGINNING at a point for corner at the southwest corner of Lot 13X, Block P of said Creeks of Legacy West Phase 2, in a east line of Lot 1X, Block A, Mosaic Phase 1A, an addition to the City of Celina according to the plat recorded in Document Number 2023–281, of said Official Public Records, from which a 5/8" capped iron rod found at the northwest corner of said Lot 13X bears N 00°29'18" E, 35.01 feet;;

THENCE N 89°28'14" E, 370.79 feet, departing said east line of Lot 1X, with the south line of said Lot 13X, to a point for corner at the southeast corner of said Lot 13X;

THENCE N 00°28'40" E, 35.01 feet, with the east line of said 13X, to a point for corner at the northeast corner of said Lot 13X and being in the west line of said Keechi Creek Drive;

THENCE N 89°28'36" E, 50.00 feet, over and across said Keechi Creek Drive, to a point for corner in the east line of said Keechi Creek Drive and being the northwest corner of Lot 12X, Block H of said Creeks of Legacy West Phase 2;

THENCE S 00°28'40" W, 35.00 feet, with the west line of said Lot 12X, to a point for corner at the southwest corner of said Lot 12X;

THENCE N 89°28'14" E, 425.07 feet, with the south line of said Lot 12X, to a point for corner at the southeast corner of said Lot 12X and being in the west line of a tract described as 1.436 acres, to the City of Celina, recorded in said Document 2008–9821, of said Official Public Records, from which a 5/8" capped iron rod found at the northeast corner of said Lot 12X bears N 00°28'40" E, 35.00 feet;

THENCE S 00°28'40" W, 35.12 feet, with said west line of 1.436 acres, to a point for corner, in the said north line of Lot 1X and at the southwest corner of said 1.436 acre tract;

THENCE S 89°28'41" W, 845.86 feet, with said north line of Lot 1X, to a point for corner at the southwest corner of said 1.358 acre tract;

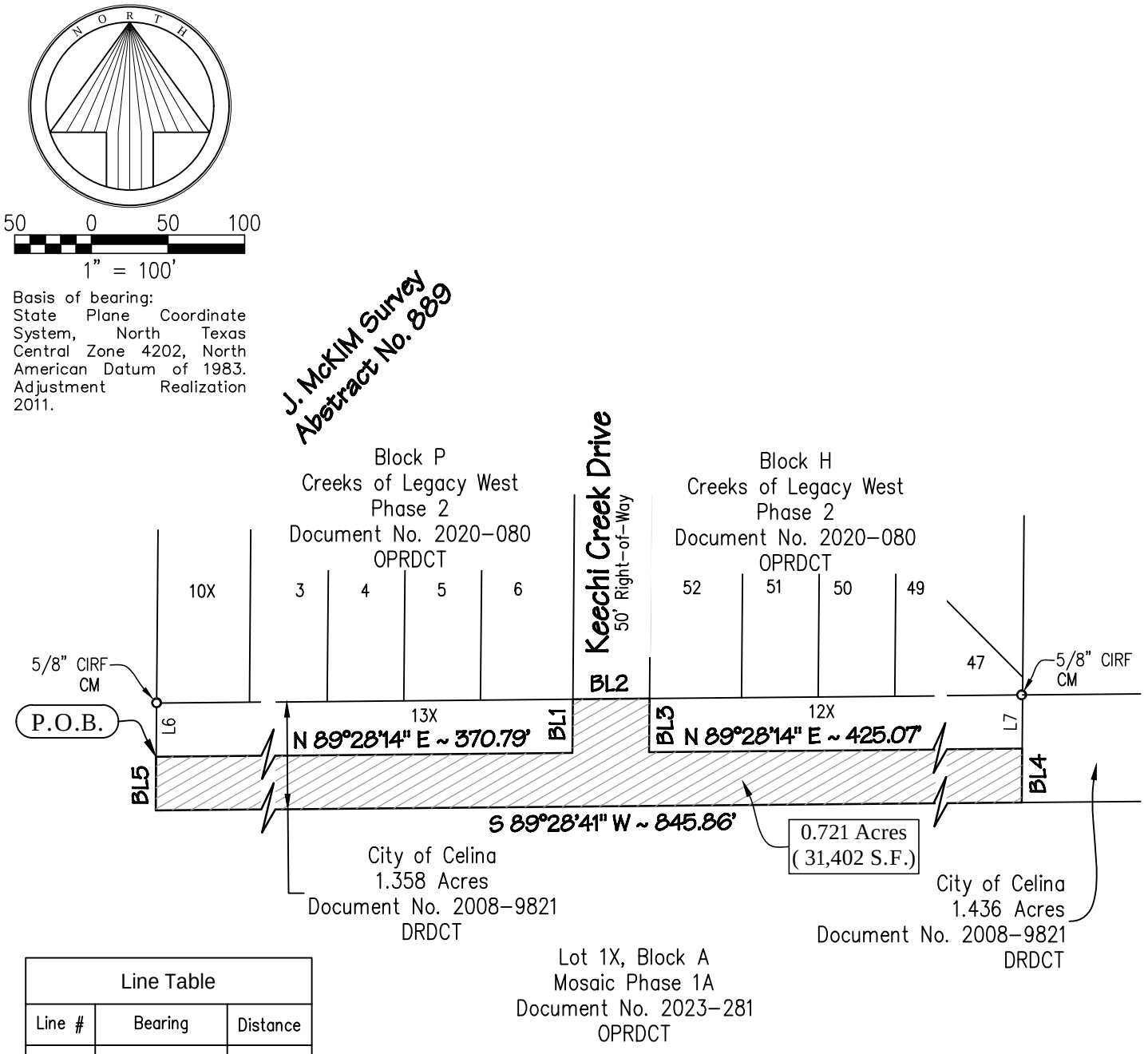
THENCE N 00°29'18" E, 35.00 feet, with said east line of lot 1X, to the POINT OF BEGINNING with the subject tract containing 31,402 square feet or 0.721 acres of land.

SPIARS ENGINEERING & SURVEYING
765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
TBPELS No. F-2121 and No. F-10043100 • www.spiarseng.com

Drawn:	Checked:	Date	Job No.
JAN	DKB	1/30/25	23–051

Right-of-Way Abandonment
J. MCKIM SURVEY, A-889
CITY OF CELINA
COLLIN COUNTY, TEXAS

Drawing: G:\2023 JOBS\23–051 Mosaic Phase 2A\SURVEY\DWG\23–051 Mosaic Right of Way Abandonment 0.721 Acres.dwg Saved By: John.nicholson Save Time: 1/30/2025 2:56:43 PM Plotted by: john.nicholson Plot Date: 1/30/2025 2:57 PM



Line Table		
Line #	Bearing	Distance
BL1	N 00°28'40" E	35.01'
BL2	N 89°28'36" E	50.00'
BL3	S 00°28'40" W	35.00'
BL4	S 00°28'40" W	35.12'
BL5	N 00°29'18" E	35.00'
L6	N 00°29'18" E	35.01'
L7	N 00°28'40" E	35.00'

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765 Custer Road, Suite 100 • Plano, TX 75075 • 972.422.0077
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Right-of-Way Abandonment

J. MCKIM SURVEY, A-889

CITY OF CELINA

COLLIN COUNTY, TEXAS

Drawn:	Checked:	Date	Job No.
JAN	DKB	1/30/25	23-051

STATE OF TEXAS
REGISTERED
DARREN K. BROWN
5252
PROFESSIONAL
LAND SURVEYOR

DARREN K. BROWN, R.P.L.S. 5252

Drawing: G:\2023 JOBS\23-051 Mosaic Phase 2A\SURVEY\DWG\23-051 Mosaic Right of Way Abandonment 0.721 Acres.dwg Saved By: John.nicholson Save Time: 1/30/2025 2:56:43 PM Plotted by: john.nicholson Plot Date: 1/30/2025 2:57 PM

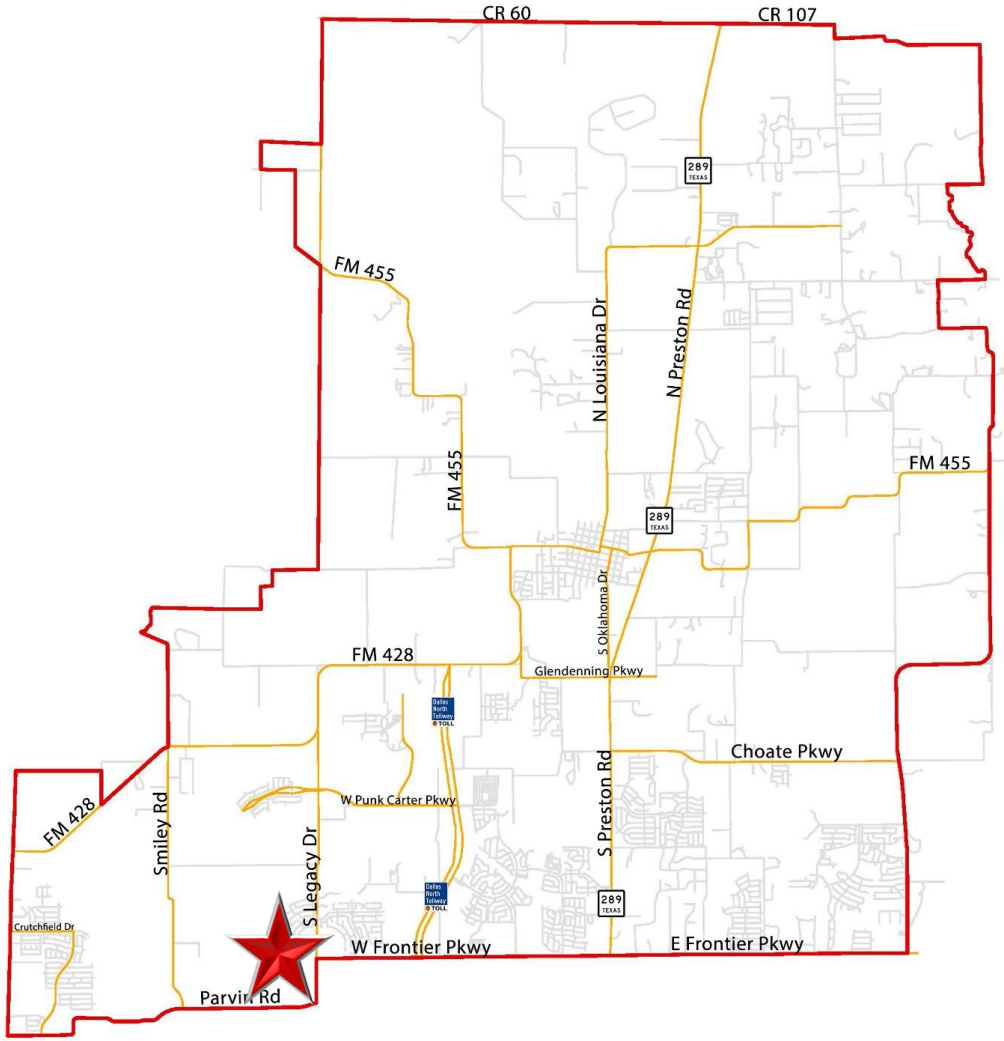
FRONTIER RIGHT OF WAY (ROW) ABANDONMENT

City Council
April 8, 2025

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



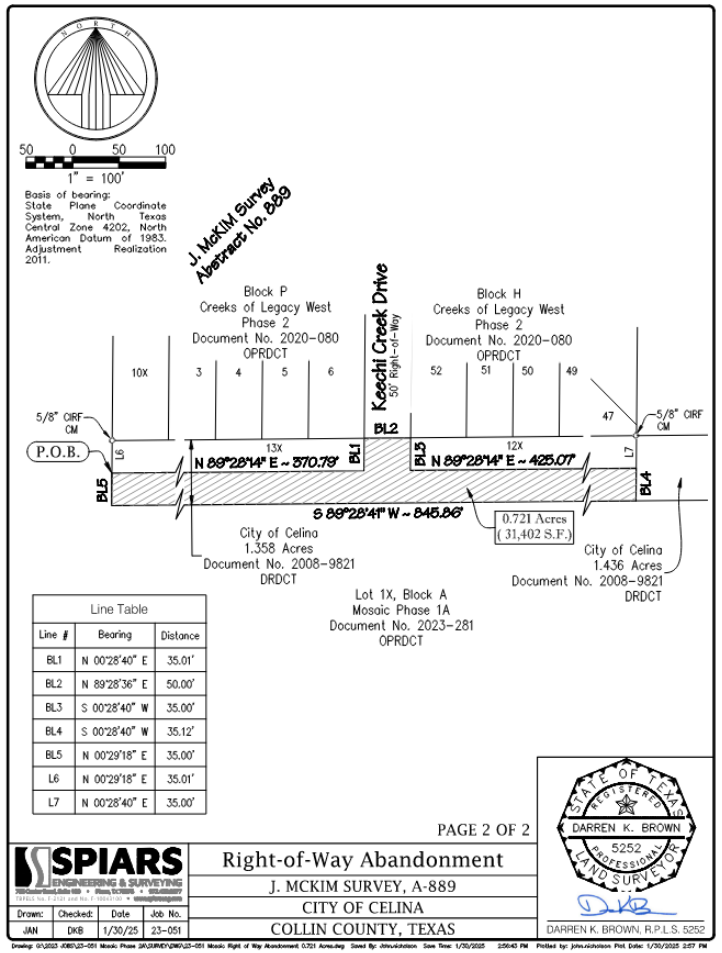
LOCATION MAP

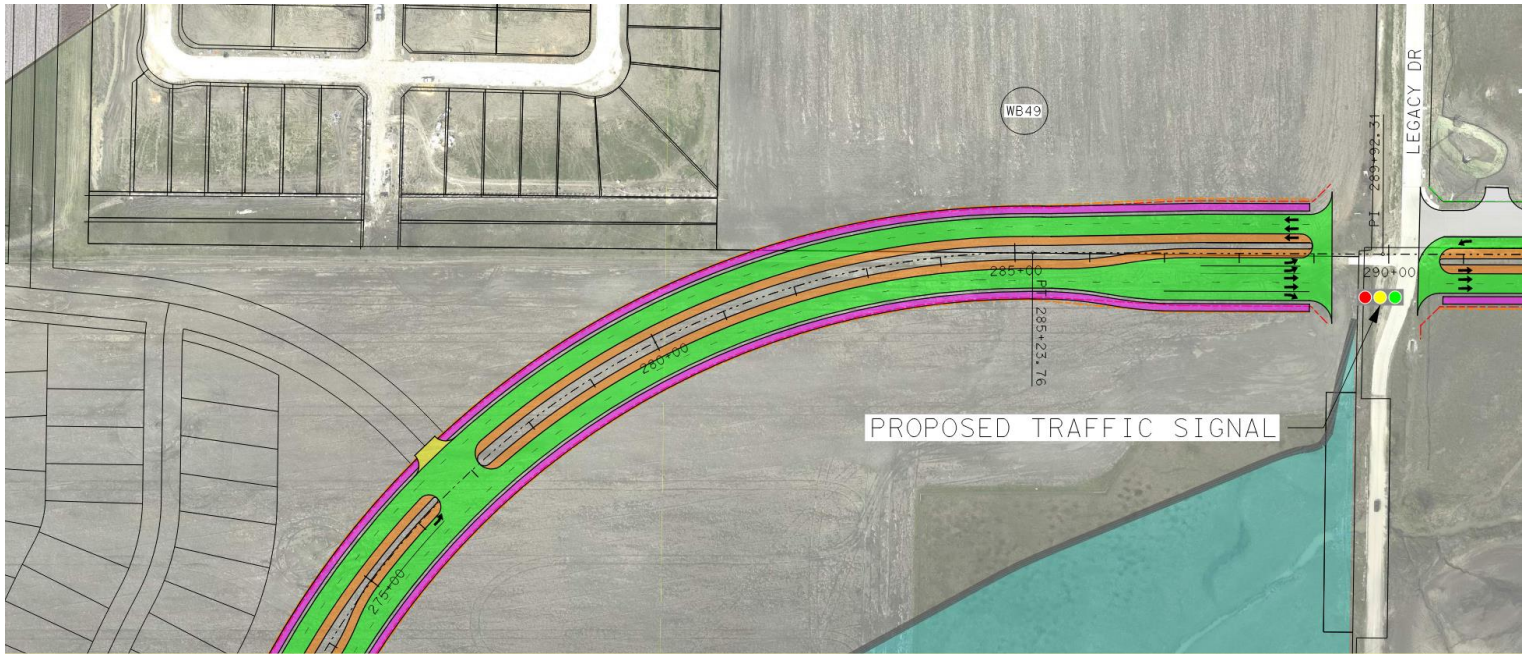


BACKGROUND

- Frontier/Parvin ROW dedicated by Creeks of Legacy West Phase 2
- Frontier/Parvin Schematic realigned the road to swing south approximately 800' from Legacy drive.
- This is to formally remove any claim over this property since the ROW is outside the new Frontier/Parvin alignment
- The new alignment of Frontier/Parvin was constructed and dedicated by Mosiac.

ROW OVERVIEW





NEXT STEPS

- ~~Notifications have been sent to adjacent property owners~~
- ~~Public notification placed in the Celina Records~~
- An approval of a resolution by City Council authorizing the abandonment of the Right of way (ROW)

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Catherine Oduro, Senior Civil Engineer
CC:	Andy Glasgow, Director of Engineering
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	County Road 86 Roadway Easement Abandonment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance abandoning and vacating approximately 3.65 acres unimproved roadway easement generally located west of the intersection of Choate Parkway and Coit Road and to County Road 84 (Vest lane), situated in the Collin County McKenzie Wilhite Survey, Abstract No. 1008 and 1009, Collin County, Texas. (Glasgow)

Background Information:
A road easement was dedicated for County Road (CR) 86 (Coit Road) from CR 88 to CR 84. CR 86 (Coit) has been realigned in some areas adjacent to new development. New right-of-way (ROW) has been dedicated/acquired for Coit Road from the adjacent property owners along the new alignment, and the old road easement is no longer needed. CR 88 and CR 84 have been renamed Choate Parkway and Vest Lane, respectively.

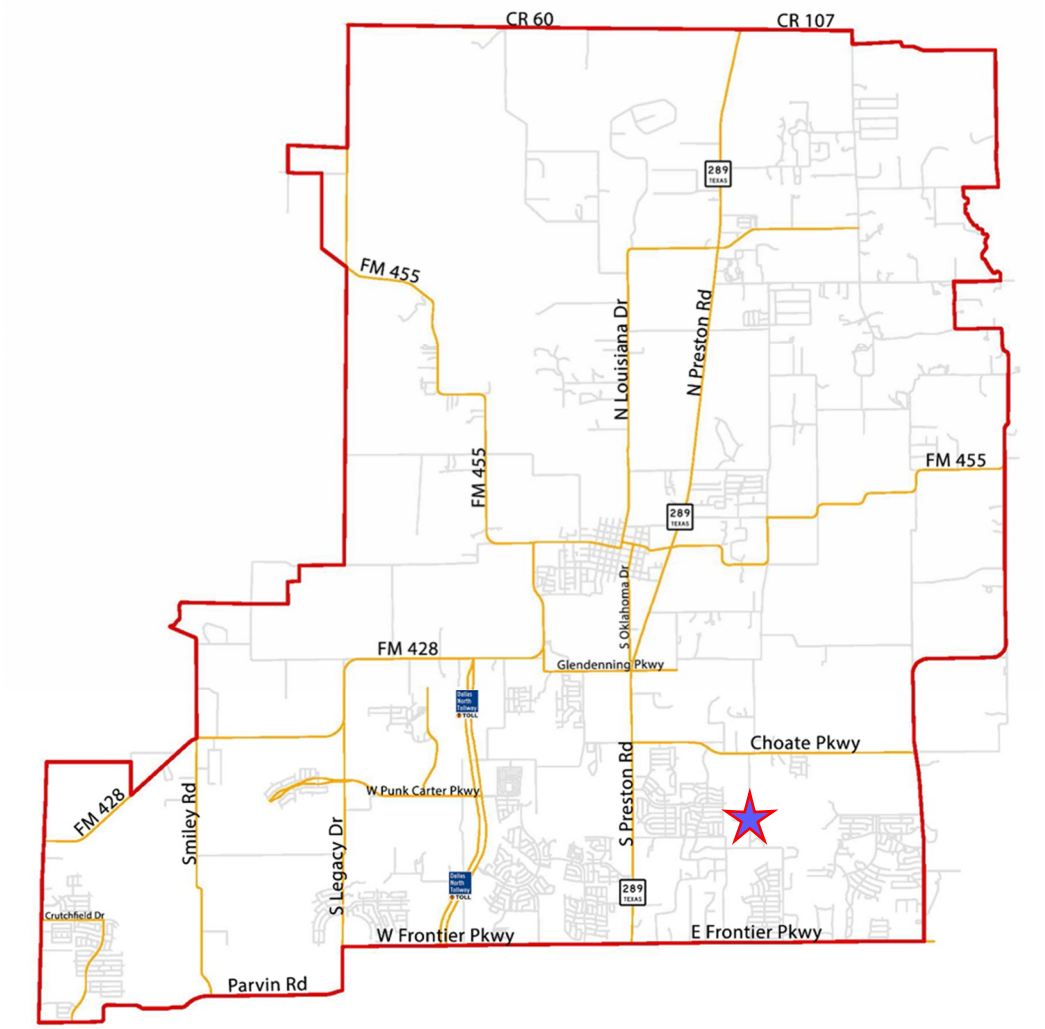
Legal Review:
Ordinance has been previously reviewed and approved.

Supporting Documents:
1. LOCATION MAP
2. CR 86 Road Easement Abandonment Proposed Ordinance
3. Release of Easement (Coit Lewis Easement) v2 HS 12.16.24 (P)
4. VIII.B- CR 86 ROW Easement Abandonment - Council presentation

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval of the ordinance as presented.

LOCATION MAP



CITY OF CELINA, TEXAS
ORDINANCE 2025-____

COUNTY ROAD 86 ROAD EASEMENT ABANDONMENT

AN ORDINANCE ABANDONING AND VACATING APPROXIMATELY 3.65 ACRES UNIMPROVED ROADWAY EASEMENT GENERALLY LOCATED WEST OF THE INTERSECTION OF CHOATE PARKWAY AND COIT ROAD AND TO COUNTY ROAD 84 (VEST LANE), SITUATED IN THE COLLIN COUNTY MCKENZIE WILHITE SURVEY, ABSTRACT NO. 1008 AND 1009, COLLIN COUNTY, TEXAS.

WHEREAS the owners of the property underlying the 3.65 acre unimproved roadway easement generally located west of the intersection of Choate Parkway and Coit Road and to County Road 84 (Vest Lane), in the Collin County McKenzie Wilhite Survey, Abstract NO. 1008 and 1009, Collin County, Texas;

WHEREAS, after due notice was sent to all persons owning properties adjacent to such easement and all persons affected thereby; and

WHEREAS, after due notice and hearing held before the City Council of the City of Celina, the City Council has determined and finds that the easement is not needed for travel by the general public, and that the same should be vacated.

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

SECTION 1. That the 3.65 acres unimproved right-of-way generally located west of the intersection of Choate Parkway and Coit Road and to County Road 84 (Vest Lane), in the Collin County McKenzie Wilhite Survey, Abstract NO. 1008 and 1009, Collin County, Texas, more fully described in Exhibit A, attached hereto, is hereby closed and vacated for public travel. The City Manager is hereby authorized to sign any deeds or other necessary documents to effectuate the abandonment and conveyance of said Easement.

SECTION 2. This ordinance shall take effect immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas on the 8th day of April, 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

2005- 0165663

PROJECT: County Road 86

EASEMENT

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN)

That, **Samuel Lee Lewis,** hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of One and 00/100 Dollar ($1.00) and other good and valuable consideration in hand paid by the County of Collin, acting by and through Collin County Commissioners Court, receipt of which is hereby acknowledged, have this day sold and by these presents do grant, bargain, sell and convey unto the County of Collin the free and uninterrupted use, liberty, and privilege of the passage in, along, upon and across the following described property in Collin County, Texas. Also shown on **Exhibit "A"** attached hereto and made a part hereof.

Situated in Collin County, Texas, in the McKenzie Wilhite Survey, Abstract No. 1008 and 1009, and being a strip of land 30-feet wide, parallel and adjacent to the centerline of County Road 86, and being the east line of a tract of land described in a ***Partition Deed*** *to Grantor recorded in Volume 2711, Page 444, of the Collin County Deed Records, said strip being 5304.54-feet, more or less, in length.*

Together with a 10-foot Temporary Work Easement that will be released upon the completion of the asphalt upgrade to County Road 86.

And it is further agreed that the said County of Collin in consideration for the benefits above set out, will remove from the property above described, such fences, buildings and other obstructions as may now be found upon said property.

Collin County, its agents, employees, workmen or representatives shall have the right and privilege of ingress, egress, and regress in, along and across said premises at all times for the purpose of making additions to, improvements on and repairs to the said road or any part thereof.

TO HAVE AND TO HOLD unto the said County of Collin and its assigns the premises above described for the purpose aforesaid.

IN WITNESS HEREOF , this instrument is executed on this the 17 day of November, 2005

X Samuel Lee Lewis

06052 04217

DOCUMENT MUST BE NOTARIZED

06052 04218

****

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF Dallas)

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Thomas G Lewis, known to me (or proved to me on the oath of _____ a credible witness.) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE. this 14 day of November, 2005

FREDDIE L. HUDDLESTON
MY COMMISSION EXPIRES
December 4, 2006

Notary Public, State of Texas

My Commission expires on the 4 day of 12, 2006

****

ACKNOWLEDGMENT

THE STATE OF TEXAS,)
COUNTY OF _____)

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared _____, known to me (or proved to me on the oath of _____ a credible witness.) to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE. this _____ day of _____, 20____

_____
Notary Public, State of Texas

My Commission expires on the_____ day of_____, 20_____

****

CERTIFICATE OF RECORDING

THE STATE OF TEXAS)
COUNTY OF COLLIN)

EASEMENT

_____Grantors

TO COLLIN COUNTY

****

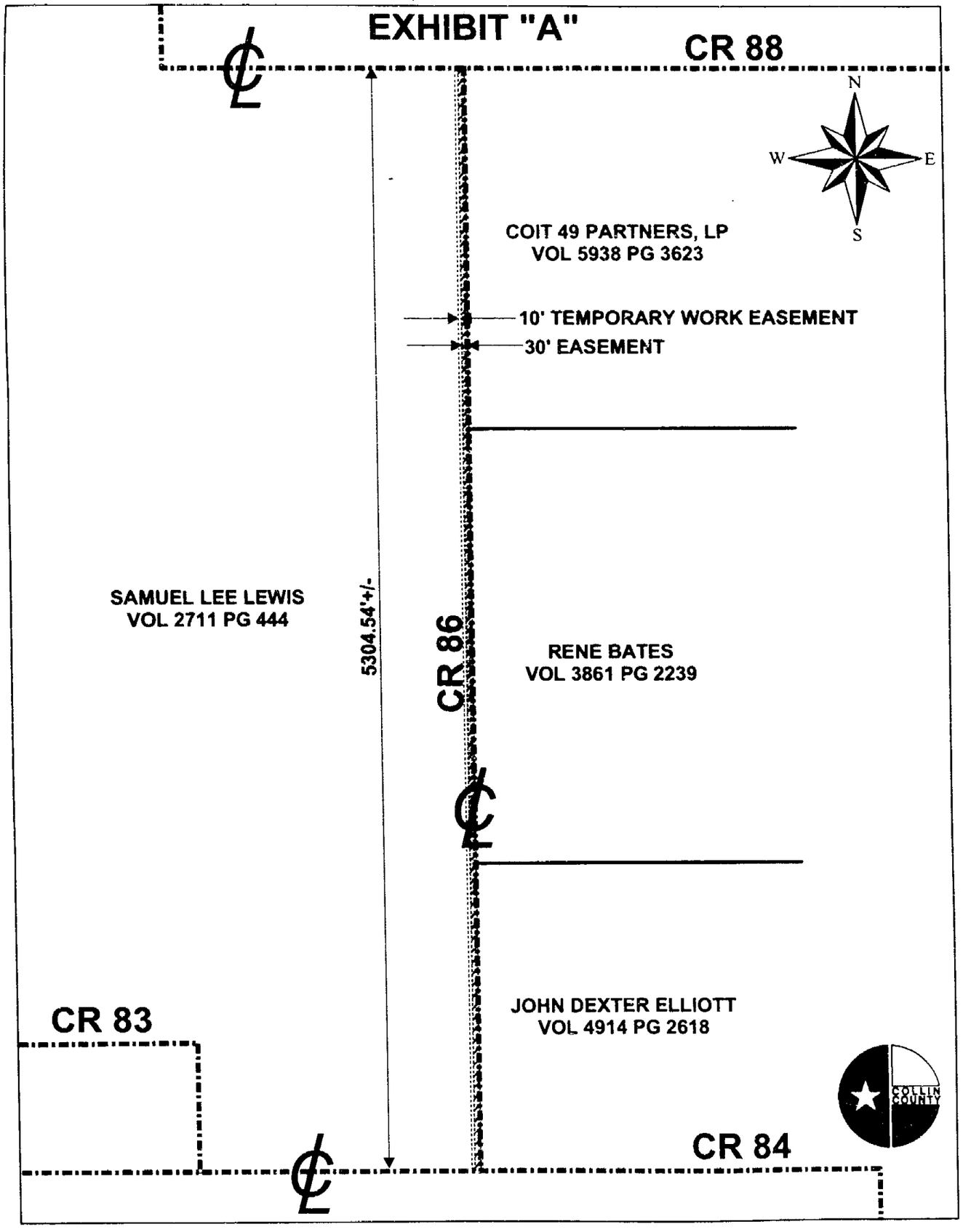
FILED FOR RECORD

This_____day of_____,20_____.

at County Clerk No._____.

Brenda Taylor, County Clerk

By_____Deputy


EXHIBIT "A"
CR 88
N
W
E
S
COIT 49 PARTNERS, LP
VOL 5938 PG 3623
10' TEMPORARY WORK EASEMENT
30' EASEMENT
SAMUEL LEE LEWIS
VOL 2711 PG 444
5304.54'+/-
CR 86
RENE BATES
VOL 3861 PG 2239
JOHN DEXTER ELLIOTT
VOL 4914 PG 2618
CR 83
CR 84
COLLIN COUNTY

6052 04220

After recording return to:
Carla Weiss, ext. 3740
Public Works

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW

(THE STATE OF TEXAS) (COUNTY OF COLLIN)

I hereby certify that this instrument was FILED in the File Number Sequence on the date and the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Collin County, Texas on:

NOV 23 2005

Brenda Taylor

Filed for Record in:
Collin County, McKinney TX
Honorable Brenda Taylor
Collin County Clerk

On Nov 23 2005
At 1:44pm

Doc/Num : 2005- 0165663

Recording/Type:NF
Receipt #: 47085

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

RELEASE OF EASEMENT

WHEREAS, by that certain instrument (the "Easement Document") dated the 17th day of November, 2005, recorded as Document Number 2005-0165663 in Volume 06052 Page 04217, Deed Records of Collin County, Texas, Samuel Lee Lewis granted the County of Collin an easement for the free and interrupted use, liberty and privilege if the passage in, along, upon and across certain property more particularly described therein (the "Easement") ; and

WHEREAS, the City of Celina, has annexed the property subject to the Easement and is the successor to the rights of Collin County in and to the Easement; and

WHEREAS, the City of Celina has determined that it no longer needs the easement and rights conveyed by said Easement Document, and desires to abandon, release, remise, relinquish and discharge all such interest created in the Easement Document; and

WHEREAS, the City of Celina is authorized to release and convey an easement interest in land to the property owners who own the underlying fee simple;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That, the City of Celina of the County of Collin, State of Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and by these presents does Forever Abandon, Remise, Release, Relinquish and Discharge all that certain easement interest created and established in the Easement Document.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 2025.

CITY OF CELINA
a municipal corporation situated in Collin County, Texas, and Denton County, Texas

By: _____
Robert Ranc, City Manager

ATTEST:

By: _____
Lauren Vaughns, City Secretary

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Robert Ranc, the City Manager of CITY OF CELINA, a municipal corporation situated in Collin County, Texas, and Denton County, Texas, on behalf of such municipal corporation.

After Recording, Please Return To:

City of Celina
Attn: Robert Ranc, City Manager
142 N. Ohio St.
Celina, Texas 75009

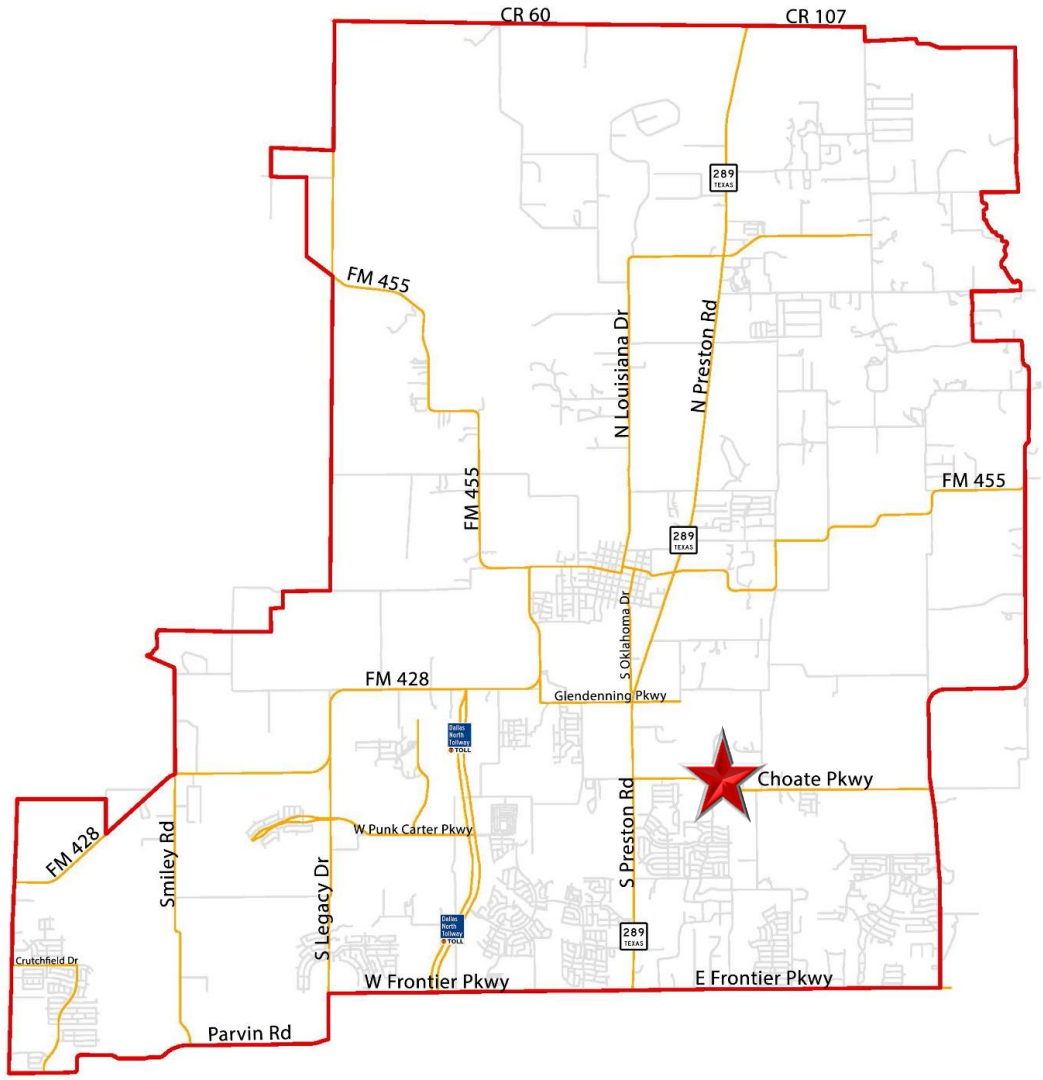
ROAD EASEMENT ABANDONMENT COUNTY ROAD 86

City Council
April 8, 2025

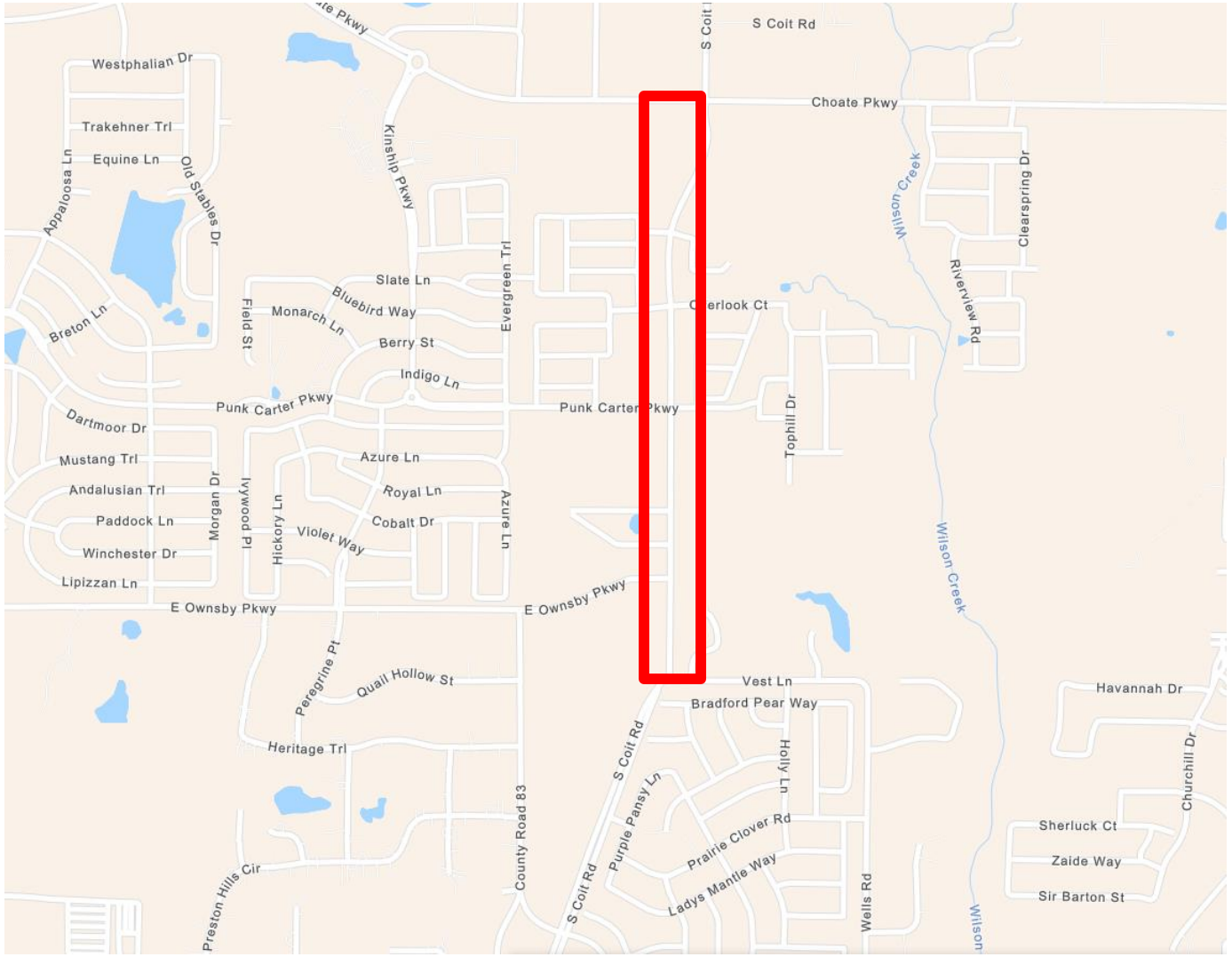
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



LOCATION MAP



LOCATION MAP



BACKGROUND

- Road easement dedicated for old County Road (CR) 86 (from CR 88 to CR 84)
- CR 86 (from CR 88 to CR 84) has been realigned in some areas and renamed Coit Road.
- CR 88 and CR 84 have been renamed Choate Parkway and Vest Lane, respectively.
- New right-of-ways have been dedicated for Coit Road
- Old road easement is no longer needed hence this abandonment.

NEXT STEPS

- ~~Notifications have been sent to adjacent property owners~~
- ~~Public notification placed in the Celina Records~~
- An approval of a resolution by City Council authorizing the abandonment of the road easement.

QUESTIONS?

Life Connected.

Planning
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Bella Lopez
Date:	April 8, 2025
Re:	Martinek Tract - C-3 Expedited Annexation

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 16 acres; generally located at the southwest corner of Oklahoma Drive and Ash Street, within the Extraterritorial Jurisdiction (ETJ). (Martinek Tract) – C-3 Expedited Annexation) (Mohan)

Background Information:
This item is related to the annexation of approximately 16 acres; generally located at the southwest corner of Oklahoma Drive and Ash Street, requested by the applicant, the Celina Economic Development Corporation (CEDC). The subject property totals 32 acres, with the annexation bringing 16 acres into the City Limits. Please refer to the attached documents, as well as the associated annexation and zoning items, for further information.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

- Annexation Service Agreement (Consent) - Required for all annexation cases
- **Annexation (Public Hearing) - Voluntary annexation of the subject property**
- Zoning (Public Hearing) - Zoning the property for future development

Legal Review:
This annexation follows a standard template approved by the City Attorney's Office.

Supporting Documents:

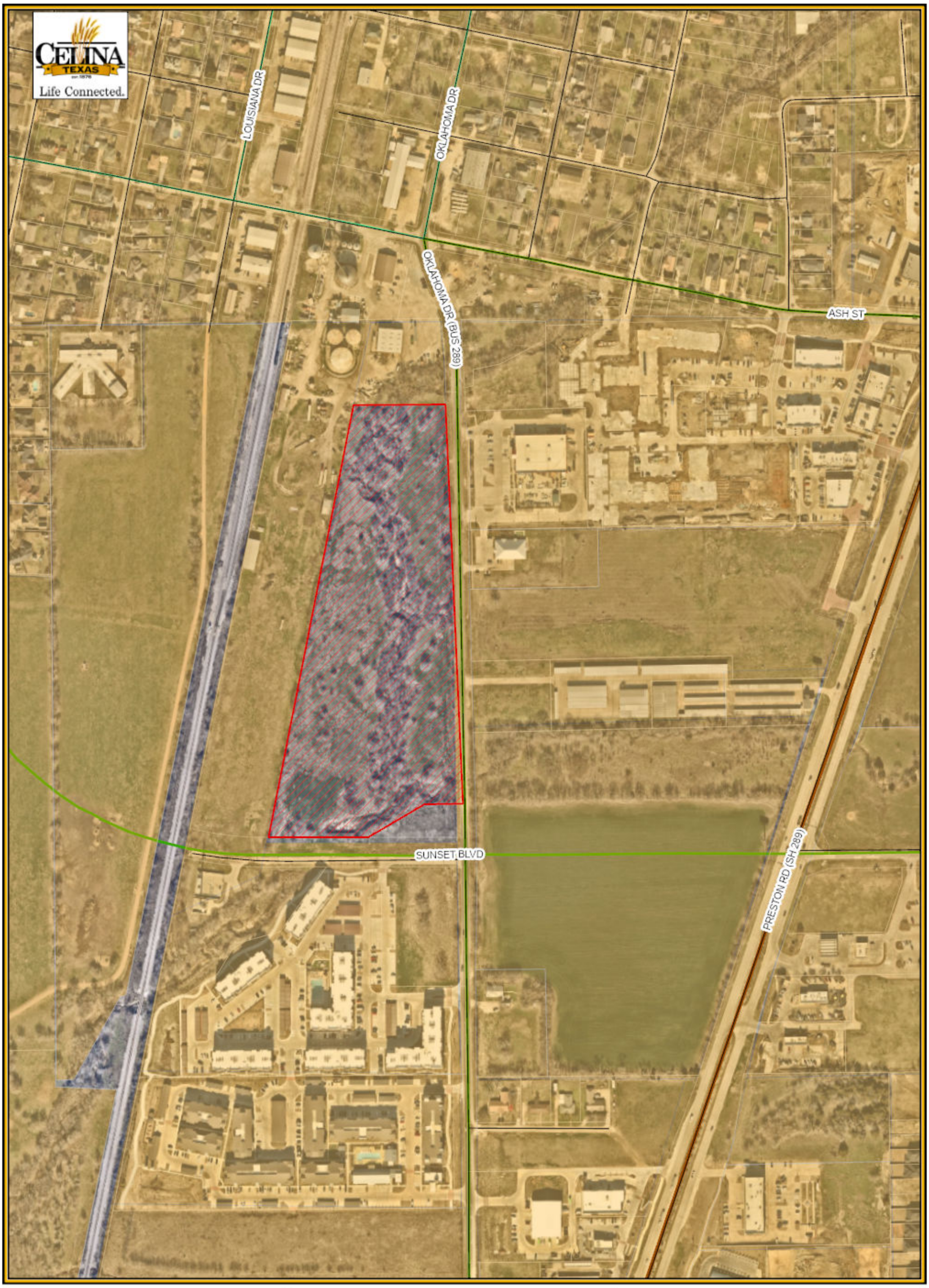
1. Location Map
2. Staff Presentation
3. Draft Ordinance

Financial Consideration:

N/A

Staff Recommendation:

Staff recommends approval as presented.



Legend

- Subject Property
- Parcels
- Roads
- City Limits

25-AX-02 Martinek Tract Location Map

City of Celina

3/11/2025

N
W E
S

0 315 630

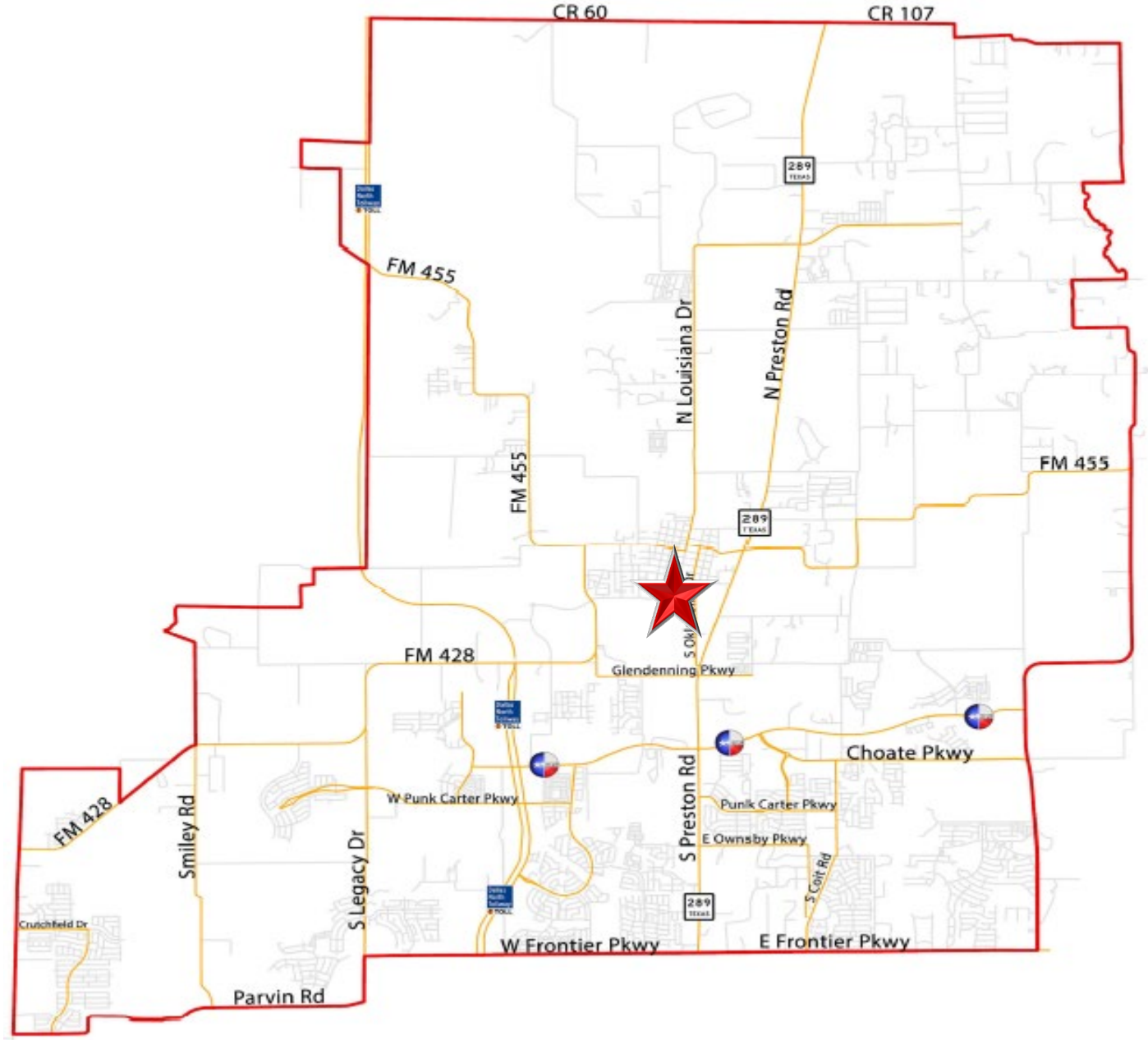
Feet

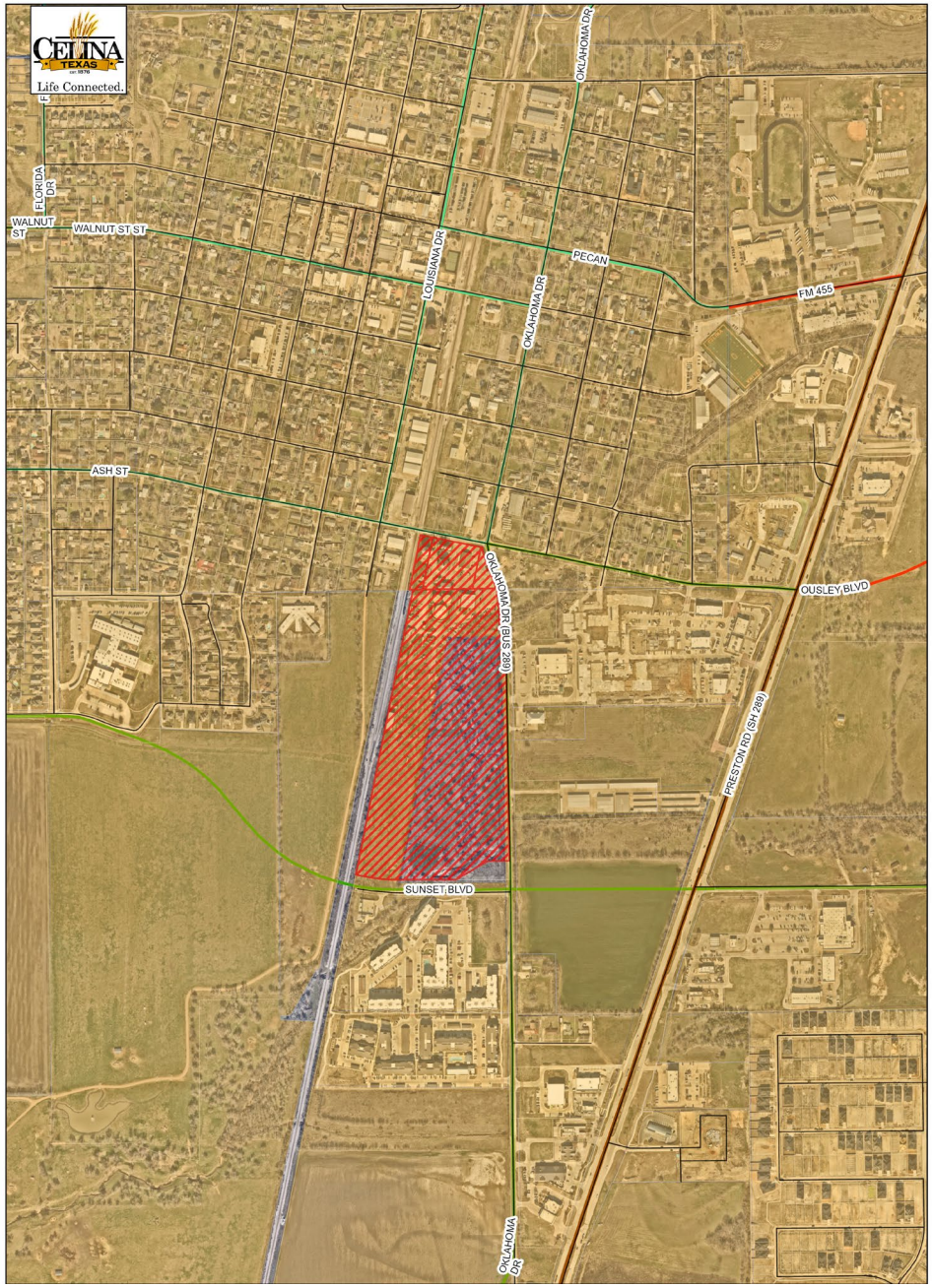
MARTINEK TRACT

Annexation & Zoning

City Council
April 8, 2025




CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
E Owensby Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southwest corner of Oklahoma and Ash Street

BACKGROUND

- The subject property is approximately 32 acres, and located within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- Approximately 16 acres are within City Limits, and zoned Downtown Code (DTC) - Entertainment, Light Industrial (LI), and Agriculture District (AG)
- Approximately 16 acres are within the ETJ
- The applicant, the Celina Economic Development Corporation (CEDC), purchased the property in 2024, and is requesting to zone the entire property to Agriculture District (AG) as a placeholder district
- The City anticipates future rezoning when the property is ready to develop

POLICY CONSIDERATIONS

- The annexation will bring approximately 16 acres into City limits
- AG is an appropriate “holding district” zoning designation
- The subject property is surrounded by City Limits
- The CEDC will request the City to consider an appropriate zoning district in the future when development is more imminent

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in March
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS
ORDINANCE NO. 2025-_____
MARTINEK TRACT

AN ORDINANCE OF THE CITY OF CELINA, TEXAS, ADOPTING THE ANNEXATION OF CERTAIN TERRITORY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF CELINA, TEXAS, TO WIT: BEING AN APPROXIMATELY 16 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED WEST OF OKLAHOMA DRIVE AND SOUTH OF ASH STREET, AND ALL ADJACENT RIGHTS-OF-WAY; PROVIDING FOR INCORPORATION OF PREMISES, AMENDING OF THE OFFICIAL CITY MAP, AND ACKNOWLEDGING A SERVICE PLAN; REQUIRING THE FILING OF THIS ORDINANCE WITH THE COUNTY CLERK; PRESCRIBING FOR EFFECT ON TERRITORY, GRANTING AS APPROPRIATE TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF THE CITY OF CELINA, TEXAS; PROVIDING CUMULATIVE REPEALER, SEVERABILITY AND SAVINGS CLAUSES; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a Home Rule Municipality located in Collin and Denton County, Texas, created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas and the Celina City Charter (the ("City"); and

WHEREAS, following receipt of a request from each owner (the "Owners") of the Property (defined below) requesting annexation, a public hearing was conducted in accordance with Section 43.0673 of the Texas Local Government Code, on the 8th day of April, 2025, in the Celina Council Chambers located at 112 N. Colorado St. in the City of Celina, to consider the annexation of the property being more particularly described and depicted in Exhibit "A", attached hereto and incorporated as if fully set forth herein (the "Property"); and

WHEREAS, any and all required written notices and offers were timely sent to all property owners and others entitled to same; and

WHEREAS, the notices of the public hearings were published in *The Celina Record*, a newspaper of general circulation within the City of Celina, Texas, on the 21st day of March, 2025, such date being not more than twenty (20) days nor less than ten (10) days prior to each public hearing; and

WHEREAS, all required statutory notices pursuant to Chapter 43 of the Texas Local Government Code have been accomplished, including posting on the City's internet website; and

WHEREAS, the City Council of the City of Celina, Texas has determined that the Property is located in the extraterritorial jurisdiction of the City of Celina, Texas; and

WHEREAS, the City Council of the City of Celina, Texas has investigated into, has determined and officially finds that no part of the Property is within the extraterritorial jurisdiction of any other incorporated city or town; and

WHEREAS, to the extent that this Ordinance would cause an unincorporated area to be entirely surrounded by the City of Celina's limits, the City Council has found - and incorporates herein its finding - that surrounding the area is in the public interest; and

WHEREAS, the Owners and the City have entered into a written agreement, with a ten (10) year term, regarding services to be provided for the Property prior to the effective date of annexation of the

Property, the substantive body of which is attached hereto as Exhibit "B", attached hereto and incorporated as if fully set forth herein.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
OFFICIAL CITY MAP AMENDED

1. The official map and boundaries of the City are hereby amended so as to include the Property and any and all adjacent rights-of-way, and that such territory shall be and is hereby annexed into the corporate limits of the City.
2. The Mayor is hereby directed and authorized to perform or cause to be performed all acts necessary to correct the official map of the City to add the territory hereby annexed as required by law.

SECTION 3
ANNEXATION OF AREA

The Property, and any and all adjacent rights-of-way, is hereby annexed into the City, and that the boundary limits of the City be and the same are hereby extended to include the Property and any and all adjacent rights-of-way within the city limits of the City, and the same shall hereafter be included within the territorial limits of the City, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City and they shall be bound by the acts, ordinances, resolutions, and regulations of the City.

SECTION 4
FILING OF ORDINANCE REQUIRED

The City Secretary shall file or cause to be filed a certified copy of this Ordinance in the office of the County Clerk of each county in which all or a portion of the Property and any and all adjacent rights-of-way is located, and any other necessary agencies, including the United States Department of Justice.

SECTION 5
EFFECT ON TERRITORY

From and after the passage of this Ordinance, the Property and any and all adjacent rights-of-way shall be a part of the City of Celina, Texas, and subject to the service agreement referenced in the above Premises incorporated by Section 1 of this Ordinance. The inhabitants thereof shall be entitled to all of the rights, privileges and immunities as all other citizens of the City of Celina, Texas, and shall be bound by all of the Ordinances and regulations enacted pursuant to and in conformity with the general laws of the State of Texas.

SECTION 6
CUMULATIVE REPEALER

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance.

SECTION 7
SEVERABILITY

If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any person or circumstance, is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of the Ordinance, and the City Council hereby declares it would have passed such remaining portions of the Ordinance despite such invalidity, which remaining portions shall remain in full force and effect. The City Council hereby declares that if there is an error in any call or description in Exhibit "A" preventing any portion of the Property and any and all adjacent rights-of-way from being annexed, the City Council would have annexed all remaining area having correct calls or descriptions and or would have corrected the call or description to include the entire intended area in this annexation.

SECTION 8
ENGROSSMENT AND ENROLLMENT

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

SECTION 9
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its date of passage.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit "A"
Property Legal Description and Depiction
Including and any and all adjacent rights-of-way

Being a tract of land situated in the John Willock Survey, Abstract No. 975 and the B.B.B. & C. R.R. Co. Survey, Abstract No. 132, Collin County, Texas and being comprised of 4 tracts of land: l. the remainder of a called 15.53 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20170627000840990, Official Public Records, Collin County, Texas; 2. the remainder of a called 34.815 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20090224000202330, said Official Public Records; 3. All of a tract of land described in Deed to Martinek Grain + Bins, Inc. as recorded in 2003-0233676, said Official Records and being the same tract of land that is now known as Lot 1, Block 56-Rl, Town of Celina, an addition to the City of Celina, Collin County, Texas according to the map or plat recorded in Volume 2019, Page 389, Plat Records, Collin County, Texas; 4. And being all Tract Two - a tract of land described in Deed to South Side of Ash, LLC as recorded in Instrument No. 20090224000202360, said Official Public Records, and being more particularly described herein as follows:

BE GINNING at a 1/2 inch iron capped iron rod stamped (1519) found at the intersection of the East Right-of-Way line of the BNSF Railway Company Railroad and the South Right-of-Way line of Ash Street (a called 60' R.O.W.) for the Northwest corner of said Tract Two;

THENCE South 78 degrees 36 minutes 22 seconds East, with the North line of said Tract Two common to the South line of said Ash Street, passing at a distance of 69.97 feet a 1/2 inch capped iron rod found at the Northeast corner of said Tract Two common to the Northwest corner of said 15.53 acres remainder tract, and continuing along said course, with the North line thereof, passing at a distance of 369.94 feet a 1/2 inch iron rod found at the Northeast corner of said 15.53 acres remainder tract common to the Northwest corner of said Lot 1, and continuing along said course, with the North line thereof, a total distance of 378.61 feet to a 1/2 inch iron rod found in the Southwest Right-of--Way line of Business Highway 289 -- also known as Oklahoma Drive (a public road) for the Northeast corner of said Lot 1, said rod being in a curve to the left having a radius of 230.00 feet;

THENCE Along said curve to the left, with the Easterly line of said Lot 1 common to the Westerly line of said Business 289, an arc length of 43.30 feet (whose chord is South 09 degrees 56 minutes 50 seconds East, a distance of 43.24 feet) to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set for corner;

THENCE South 20 degrees 23 minutes 12 seconds East, continuing with said common line thereof, a distance of 206.86 feet to a 1/2 inch capped iron rod stamped (1519) found for corner;

THENCE South 17 degrees 58 minutes 56 seconds East, continuing with said common line thereof, a distance of 10 .28 feet to a 1 /2 inch capped iron rod stamped (1519) found in the in the recognized South line of said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey and said 15.53 acres remainder tract for the Southeast comer of said Lot 1;

THENCE South 89 degrees 13 minutes 17 seconds East, with the North line of said 15.53 acres remainder tract and said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said common to the West line of said South Oklahoma Drive, a distance of 4.98 feet to a 5/8 inch iron rod set in the West line of said Business Highway 289 for the most Easterly Northeast corner of said 15.53 acres remainder tract;

THENCE South 06 degrees 12 minutes 51 seconds East, with the East line of said 15.53 acres remainder tract common to the West line of said Business Highway 289, a distance of 138.89 feet to a 5/8 inch iron rod set for corner;

THEN CE South 0 1 degrees 09 minutes 16 seconds East, continuing with said common line thereof, passing at a distance of 1.22 feet a capped iron rod found by a wood fence corner post for reference, and continuing along said course, generally along and near a fence, a distance of 110.40 feet to a 5/8 inch iron rod set in the North line of said 34.815 acres remainder tract for the most Easterly Southeast comer of said 15.53 acres remainder tract;

THENCE North 89 degrees 32 minutes 44 seconds East, with the North line of said 34.815 acres remainder tract, a distance of 37.78 feet to a cotton spindle found in said Business Highway 289 for the Northeast comer of said 34.8 l 5 acres remainder tract;

THENCE South 00 degrees 47 minutes 38 seconds East, with the East line of said 34.815 acres remainder tract, along said Business Highway 289, a distance of 1391.55 feet to a "Mag" nail found for the Southeast corner of said 34.815 acres remainder tract common to the Northeast corner of a called 14.874 acres tract of land described in Deed to s Broadway Development LLC as recorded in Inst. No. 20210329000622000, said Official Records;

THENCE South 89 degrees 15 minutes 30 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 14.874 acres tract, a distance of 129.54 feet to a 1/2 inch capped iron rod found for corner;

THENCE South 59 degrees 34 minutes 45 seconds West, with the Southerly line of said 34.815 acres remainder tract common to the Northerly line of said 14.874 acres tract, a distance of 220.05 feet to a 1/2 inch iron rod found for a corner of said 34.815 acres remainder tract common to the Northeast corner of a called 4.554 acres tract of land described in Deed to City of Celina as recorded in 20220216000267040, Official Records, Collin County, Texas;

THENCE North 89 degrees 59 minutes 17 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 4.554 acres tract, passing the Southwest corner of said 34.815 acres remainder tract common to the Southeast corner of said 15 .53 acres remainder tract, and continuing along said course, with the South line thereof, passing at a distance of 348.65 feet a 1/2 inch capped iron rod found for reference, and continuing along said course, a total distance of 354.23 feet to a 5/8 inch iron rod set for corner at the beginning of a curve to the right having a radius of 1000.00 feet;

THENCE Along said curve to the right, with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, an arc length of 198.71 feet, (whose chord is North 84 degrees 17 minutes 43 seconds West, a distance of 198.38 feet) to a 5/8 iron rod set at the end of said curve for corner;

THENCE North 78 degrees 36 minutes 12 seconds West, continuing with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, a distance of 52.70 feet to a 1/2 inch capped iron rod stamped (BOHLER) found in the East line of said Railroad for the Southwest corner of said 15 .53 acres remainder tract common to the Northwest corner of said 4.554 acres tract;

THENCE North 11 degrees 20 minutes 33 seconds East, with the Westerly line of said 15.53 acres remainder tract common to the Easterly line of said Railroad, passing at a distance of 1430.04 feet a capped iron rod found for reference, a distance of 1748.85 feet to a 5/8 inch iron rod set in the recognized North line of said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said Tract Two for the most Westerly Northwest corner of said 15.53 acres remainder tract;

THENCE South 89 degrees 06 minutes 01 seconds West, with the South line of said Tract Two and said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey, a distance of 20.50 feet to a 5/8 inch iron rod set for the Southwest comer of said Tract Two, said rod also being in the Easterly line of said Railroad;

THENCE North 11 degrees 20 minutes 01 seconds East, with the Westerly line of said Tract Two common to the Easterly line of said Railroad, a distance of 335.64 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 31.858 acres of land, more or less.

SAVE AND EXCEPT

Starting at the most Southwestern corner of CELINA ECONOMIC DEVELOPMENT CORPORATION (Prop ID: 2927275) as the starting point:

THENCE, S78-36-31E for 52.76 feet,

THENCE S78-57-30E for 10.7 feet,

THENCE S79-36-28E for 12.04 feet,

THENCE S81-02-16E for 38.28 feet,

THENCE S82-47-07E for 21.88 feet,

THENCE S83-52-18E for 16.87 feet,

THENCE S84-45-36E for 14.14 feet,

THENCE S86-23-43E, for 42.94 feet,

THENCE S88-27-19E, for 28.96 feet,

THENCE N89-54-50E, for 25.97 feet,

THENCE, N11-15-38E for 1488.03 feet

THENCE N89-35-26E, for 310.35 feet,

THENCE N1-46-57E, for 42.29 feet,

THENCE N1-17-23W, for 110.82 feet,

THENCE N5-35-00W, for 138.33 feet,

THENCE S89-13-21W, for 4.98 feet,

THENCE N20-16-22W, for 217.13 feet,

THENCE N14-00-11W, for 10.74 feet,

THENCE N10-45-14W for 15.34 feet,

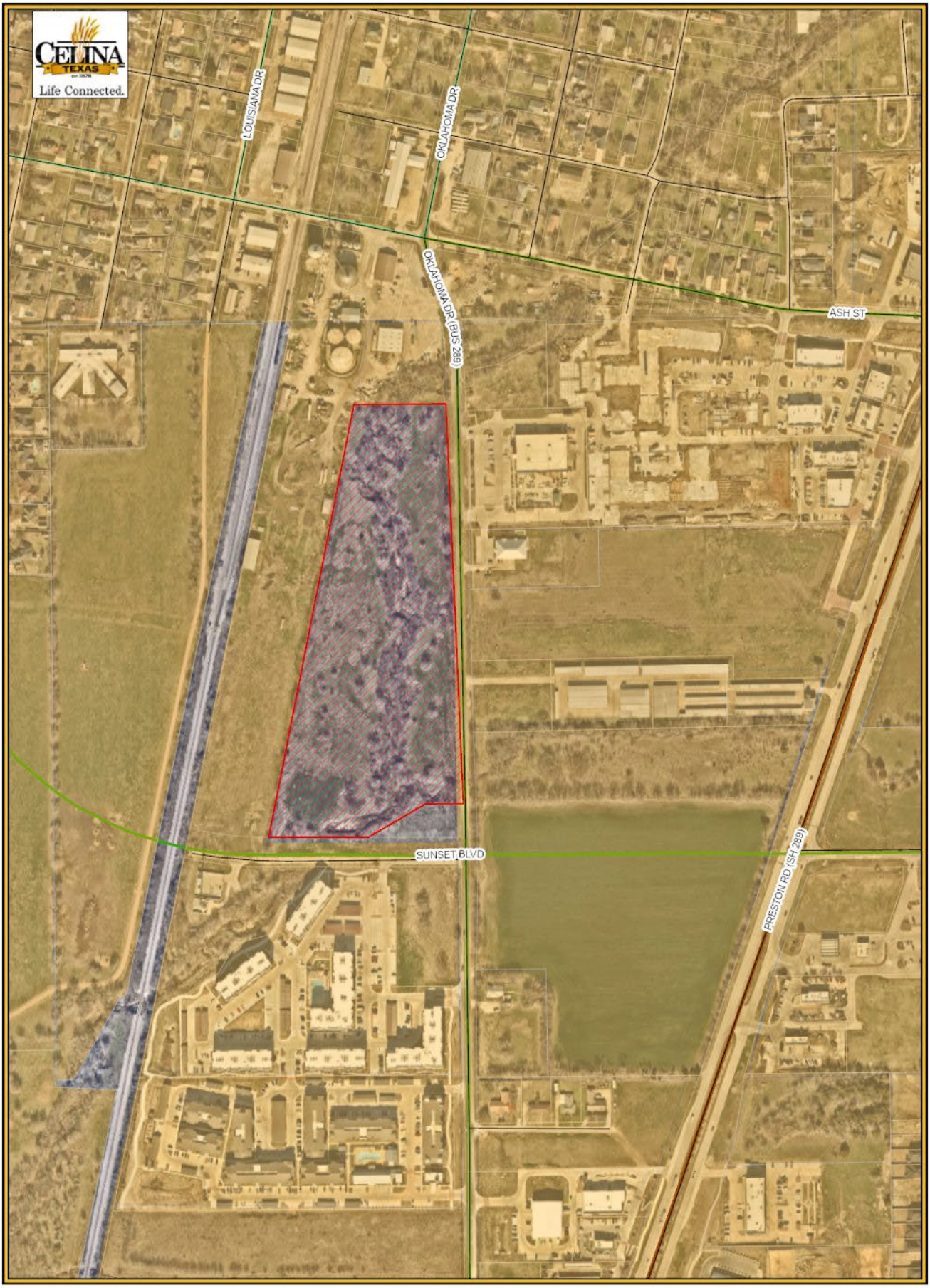
THENCE N6-41-53W, for 17.21 feet,

THENCE N78-36-22W, for 378.61 feet,

THENCE S11-20-01W, for 335.64 feet,

THENCE N89-05-58E for 20.5 feet,

THENCE S11-20-33W, for 1,748.85 feet back to the starting point for a total of 15.3965 Acres.



Legend

- Subject Property
- Parcels
- Roads
- City Limits

25-AX-02 Martinek Tract
Location Map
City of Celina

3/11/2025

N
W E
S

0 315 630
Feet

Exhibit "B"
Substance from body of executed Service Agreement for C-3 Annexed Property

A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

H) PLANNING AND ZONING SERVICES

1) The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

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:	Bella Lopez
Date:	April 8, 2025
Re:	Martinek Tract - Zoning

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by zoning approximately 32 acres to Agricultural District (AG) zoning; generally located at the southwest corner of Oklahoma Drive and Ash Street, within the City Limits & Extraterritorial Jurisdiction (ETJ). (Martinek Tract – Zoning) (Mohan)

Background Information:
The applicant, the Celina Economic Development Corporation (CEDC), purchased approximately 32 acres; generally located at the southwest corner of Oklahoma Drive and Ash Street, within both the City Limits (approximately 16 acres) and the Extraterritorial Jurisdiction (ETJ) (approximately 16 acres) in 2024. The CEDC is requesting to annex the 16-acre portion and zone the entire 32-acre property to Agriculture District (AG) as a placeholder zoning designation (which is an appropriate "holding district" until development is more imminent). The subject property is fully surrounded by City Limits, and the City anticipates a future rezoning request from the CEDC when the property is ready for development. Please refer to the attached documents, as well as the associated annexation items, for further information.

The following three agenda items, including this one, comprise one project on the agenda, per the below:

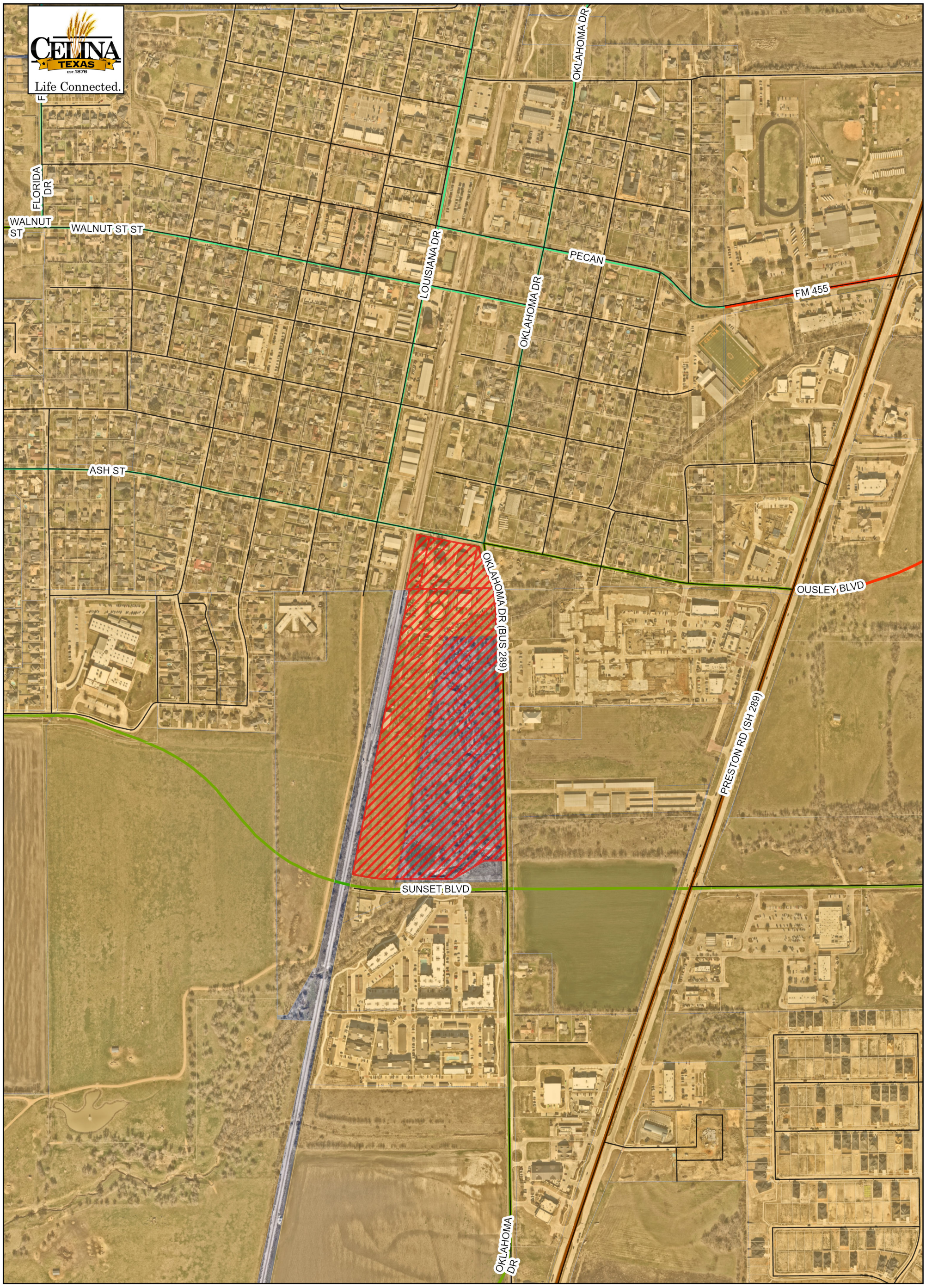
- Annexation Service Agreement (Consent) - Required of all annexation cases
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- **Zoning (Public Hearing) - Zoning the property for future development**

Legal Review:
This zoning ordinance follows a standard template approved by the City Attorney's Office.

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

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.



Legend

- City Limits
- Roads
- Parcels
- Subject Property

25-Z-03 EDC Martinek Tract Zoning Location Map

City of Celina

3/26/2025

N W E S

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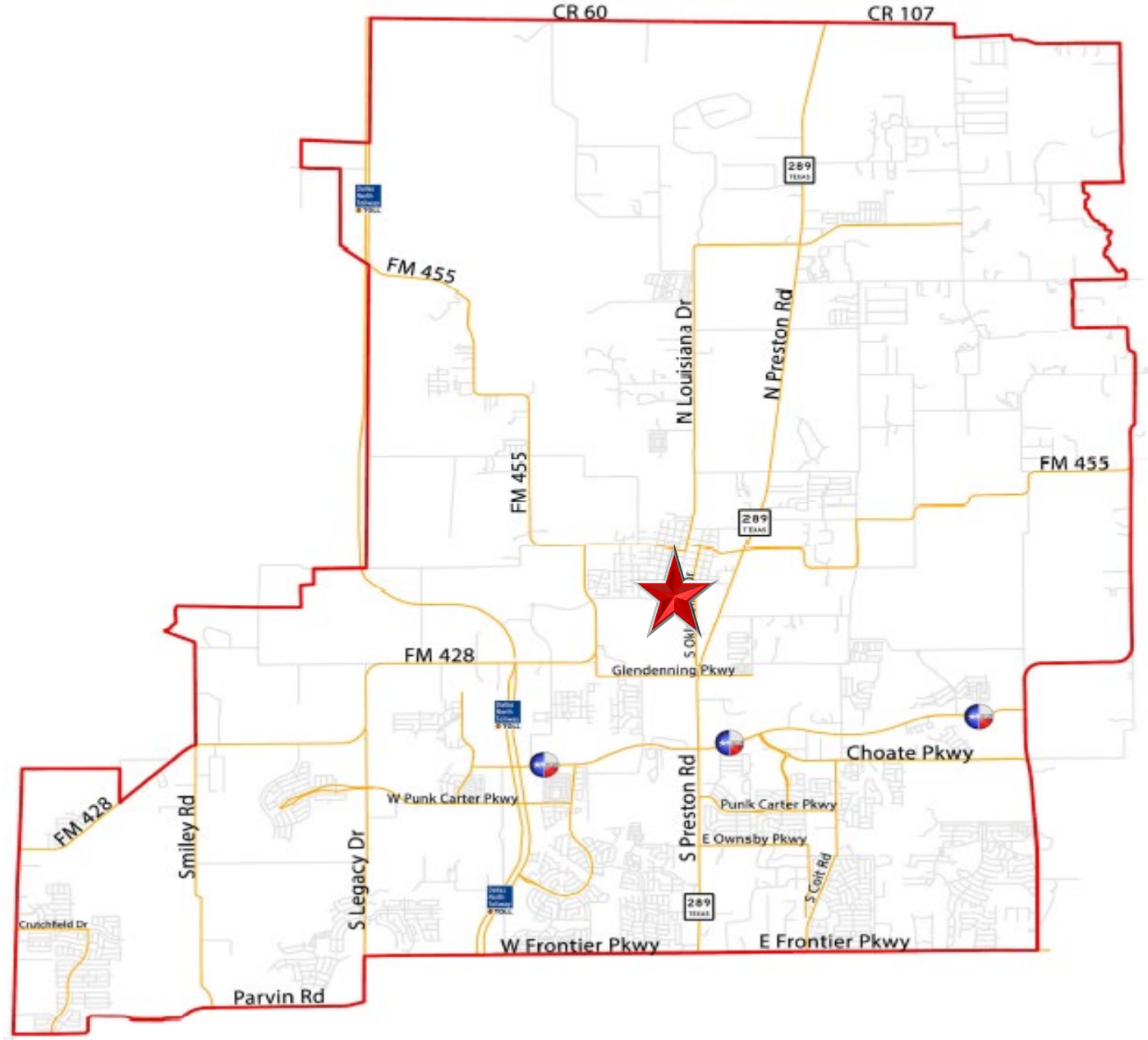
Feet

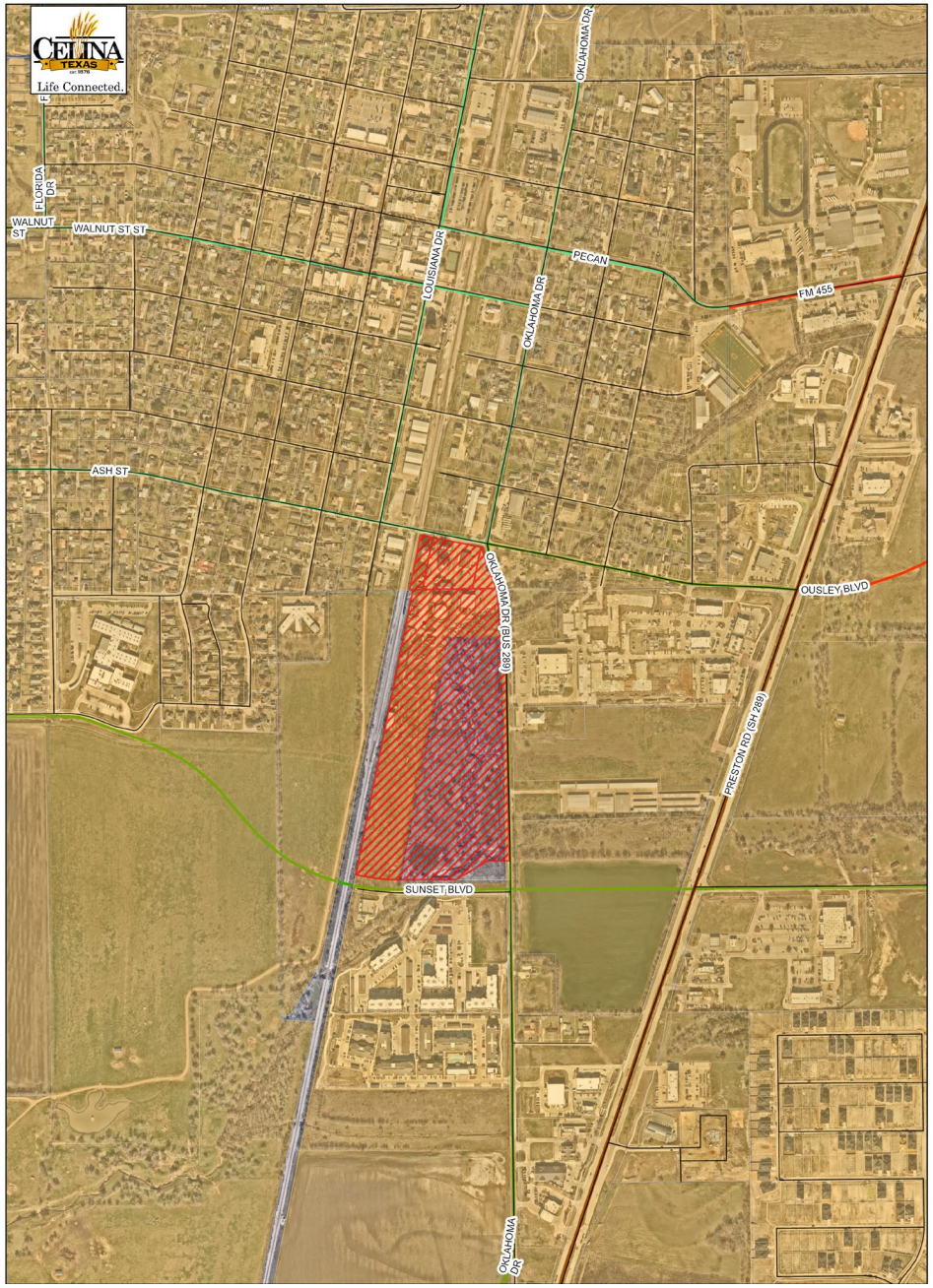
MARTINEK TRACT

Annexation & Zoning

City Council
April 8, 2025




CR 60
CR 107
289
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
289
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
E Owensby Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
S Colt Rd
289
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd



LOCATION MAP

The subject property is generally located at the southwest corner of Oklahoma and Ash Street

BACKGROUND

- The subject property is approximately 32 acres, and located within both the City Limits and the Extraterritorial Jurisdiction (ETJ)
- Approximately 16 acres are within City Limits, and zoned Downtown Code (DTC) - Entertainment, Light Industrial (LI), and Agriculture District (AG)
- Approximately 16 acres are within the ETJ
- The applicant, the Celina Economic Development Corporation (CEDC), purchased the property in 2024, and is requesting to zone the entire property to Agriculture District (AG) as a placeholder district
- The City anticipates future rezoning when the property is ready to develop

POLICY CONSIDERATIONS

- The annexation will bring approximately 16 acres into City limits
- AG is an appropriate “holding district” zoning designation
- The subject property is surrounded by City Limits
- The CEDC will request the City to consider an appropriate zoning district in the future when development is more imminent

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in March
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE 2025-____
MARTINEK TRACT

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING ORDINANCE NO. 2006-57, AS HERETOFORE AMENDED, THE SAME BEING THE COMPREHENSIVE ZONING ORDINANCE, AND AMENDING THE OFFICIAL ZONING MAP OF THE CITY BY DESIGNATING THE ZONING OF LAND THAT IS APPROXIMATELY 32 ACRES LOCATED IN THE JOHN WILLOCK SURVEY, ABSTRACT NO. 975 AND THE B.B.B. & C. R.R. CO. SURVEY, ABSTRACT NO. 132, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED WEST OF OKLAHOMA DRIVE AND SOUTH OF ASH STREET; AS DESCRIBED IN EXHIBIT "A" AND INCORPORATED HEREIN TO BE ZONED AGRICULTURE DISTRICT (AG); PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT REGULATIONS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety and general welfare; and

WHEREAS, Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

WHEREAS, the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

WHEREAS, the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan of the City of Celina; and

WHEREAS, the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

WHEREAS, the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

SECTION 1
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety and welfare.

SECTION 3
AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as Agriculture District (AG).

SECTION 4
ZONING DESIGNATION AND DEVELOPMENT REGULATIONS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land, described in Exhibit "A" and depicted in Exhibit "B" attached hereto and incorporated herein, as Agriculture District (AG).

SECTION 5
REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

SECTION 6
COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

SECTION 7
PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

SECTION 8
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 9
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 10
SEVERABILITY

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

SECTION 11
PUBLICATION CLAUSE

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

SECTION 12
ENGROSSMENT AND ENROLLMENT

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

SECTION 13
EFFECTIVE DATE

This Ordinance shall become effective from and after its date of passage and publication as required by law.

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary
City of Celina, Texas

[SEAL]

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

Exhibit A
Legal Description

Being a tract of land situated in the John Willock Survey, Abstract No. 975 and the B.B.B. & C. R.R. Co. Survey, Abstract No. 132, Collin County, Texas and being comprised of 4 tracts of land: l. the remainder of a called 15.53 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20170627000840990, Official Public Records, Collin County, Texas; 2. the remainder of a called 34.815 acres tract of land described in Deed to Martinek Farming, LLC as recorded in Instrument No. 20090224000202330, said Official Public Records; 3. All of a tract of land described in Deed to Martinek Grain + Bins, Inc. as recorded in 2003-0233676, said Official Records and being the same tract of land that is now known as Lot 1, Block 56-Rl, Town of Celina, an addition to the City of Celina, Collin County, Texas according to the map or plat recorded in Volume 2019, Page 389, Plat Records, Collin County, Texas; 4. And being all Tract Two - a tract of land described in Deed to South Side of Ash, LLC as recorded in Instrument No. 20090224000202360, said Official Public Records, and being more particularly described herein as follows:

BE GINNING at a 1/2 inch iron capped iron rod stamped (1519) found at the intersection of the East Right-of-Way line of the BNSF Railway Company Railroad and the South Right-of-Way line of Ash Street (a called 60' R.O.W.) for the Northwest corner of said Tract Two;

THENCE South 78 degrees 36 minutes 22 seconds East, with the North line of said Tract Two common to the South line of said Ash Street, passing at a distance of 69.97 feet a 1/2 inch capped iron rod found at the Northeast corner of said Tract Two common to the Northwest corner of said 15.53 acres remainder tract, and continuing along said course, with the North line thereof, passing at a distance of 369.94 feet a 1/2 inch iron rod found at the Northeast corner of said 15.53 acres remainder tract common to the Northwest corner of said Lot 1, and continuing along said course, with the North line thereof, a total distance of 378.61 feet to a 1/2 inch iron rod found in the Southwest Right-of--Way line of Business Highway 289 -- also known as Oklahoma Drive (a public road) for the Northeast corner of said Lot 1, said rod being in a curve to the left having a radius of 230.00 feet;

THENCE Along said curve to the left, with the Easterly line of said Lot 1 common to the Westerly line of said Business 289, an arc length of 43.30 feet (whose chord is South 09 degrees 56 minutes 50 seconds East, a distance of 43.24 feet) to a 5/8 inch capped iron rod stamped "VAUGHNS SURVEY CO." (typical) set for corner;

THENCE South 20 degrees 23 minutes 12 seconds East, continuing with said common line thereof, a distance of 206.86 feet to a 1/2 inch capped iron rod stamped (1519) found for corner;

THENCE South 17 degrees 58 minutes 56 seconds East, continuing with said common line thereof, a distance of 10 .28 feet to a 1 /2 inch capped iron rod stamped (1519) found in the in the recognized South line of said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey and said 15.53 acres remainder tract for the Southeast comer of said Lot 1;

THENCE South 89 degrees 13 minutes 17 seconds East, with the North line of said 15.53 acres remainder tract and said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said common to the West line of said South Oklahoma Drive, a distance of 4.98 feet to a 5/8 inch iron rod set in the West line of said Business Highway 289 for the most Easterly Northeast corner of said 15.53 acres remainder tract;

THENCE South 06 degrees 12 minutes 51 seconds East, with the East line of said 15.53 acres remainder tract common to the West line of said Business Highway 289, a distance of 138.89 feet to a 5/8 inch iron rod set for corner;

THEN CE South 0 1 degrees 09 minutes 16 seconds East, continuing with said common line thereof, passing at a distance of 1.22 feet a capped iron rod found by a wood fence corner post for reference, and continuing along said course, generally along and near a fence, a distance of 110.40 feet to a 5/8 inch iron rod set in the North line of said 34.815 acres remainder tract for the most Easterly Southeast comer of said 15.53 acres remainder tract;

THENCE North 89 degrees 32 minutes 44 seconds East, with the North line of said 34.815 acres remainder tract, a distance of 37.78 feet to a cotton spindle found in said Business Highway 289 for the Northeast comer of said 34.8 l 5 acres remainder tract;

THENCE South 00 degrees 47 minutes 38 seconds East, with the East line of said 34.815 acres remainder tract, along said Business Highway 289, a distance of 1391.55 feet to a "Mag" nail found for the Southeast corner of said 34.815 acres remainder tract common to the Northeast corner of a called 14.874 acres tract of land described in Deed to s Broadway Development LLC as recorded in Inst. No. 20210329000622000, said Official Records;

THENCE South 89 degrees 15 minutes 30 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 14.874 acres tract, a distance of 129.54 feet to a 1/2 inch capped iron rod found for corner;

THENCE South 59 degrees 34 minutes 45 seconds West, with the Southerly line of said 34.815 acres remainder tract common to the Northerly line of said 14.874 acres tract, a distance of 220.05 feet to a 1/2 inch iron rod found for a corner of said 34.815 acres remainder tract common to the Northeast corner of a called 4.554 acres tract of land described in Deed to City of Celina as recorded in 20220216000267040, Official Records, Collin County, Texas;

THENCE North 89 degrees 59 minutes 17 seconds West, with the South line of said 34.815 acres remainder tract common to the North line of said 4.554 acres tract, passing the Southwest corner of said 34.815 acres remainder tract common to the Southeast corner of said 15 .53 acres remainder tract, and continuing along said course, with the South line thereof, passing at a distance of 348.65 feet a 1/2 inch capped iron rod found for reference, and continuing along said course, a total distance of 354.23 feet to a 5/8 inch iron rod set for corner at the beginning of a curve to the right having a radius of 1000.00 feet;

THENCE Along said curve to the right, with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, an arc length of 198.71 feet, (whose chord is North 84 degrees 17 minutes 43 seconds West, a distance of 198.38 feet) to a 5/8 iron rod set at the end of said curve for corner;

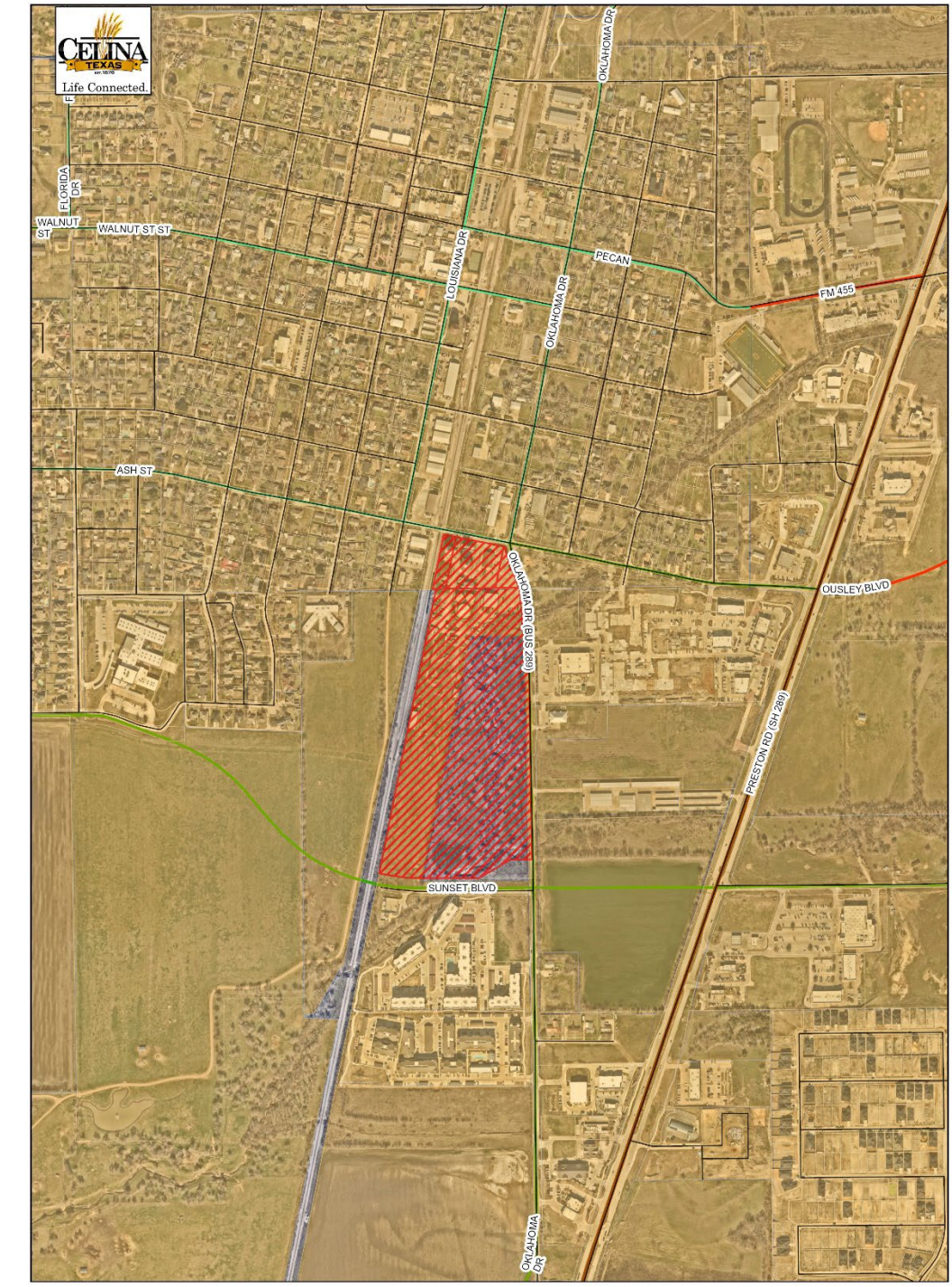
THENCE North 78 degrees 36 minutes 12 seconds West, continuing with the South line of said 15.53 acres remainder tract common to the North line of said 4.554 acres tract, a distance of 52.70 feet to a 1/2 inch capped iron rod stamped (BOHLER) found in the East line of said Railroad for the Southwest corner of said 15 .53 acres remainder tract common to the Northwest corner of said 4.554 acres tract;

THENCE North 11 degrees 20 minutes 33 seconds East, with the Westerly line of said 15.53 acres remainder tract common to the Easterly line of said Railroad, passing at a distance of 1430.04 feet a capped iron rod found for reference, a distance of 1748.85 feet to a 5/8 inch iron rod set in the recognized North line of said B.B.B. & C. R.R. Co. Survey common to the South line of said Willock Survey and said Tract Two for the most Westerly Northwest corner of said 15.53 acres remainder tract;

THENCE South 89 degrees 06 minutes 01 seconds West, with the South line of said Tract Two and said Willock Survey common to the North line of said B.B.B. & C. R.R. Co. Survey, a distance of 20.50 feet to a 5/8 inch iron rod set for the Southwest comer of said Tract Two, said rod also being in the Easterly line of said Railroad;

THENCE North 11 degrees 20 minutes 01 seconds East, with the Westerly line of said Tract Two common to the Easterly line of said Railroad, a distance of 335.64 feet to the POINT OF BEGINNING and containing, within the metes and bounds herein recited, 31.858 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:	Dusty McAfee, Director of Development Services
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Bella Lopez
Date:	April 8, 2025
Re:	Downtown Code – Text Amendment

Action Requested:
Conduct a public hearing to consider and act upon an Ordinance amending the Comprehensive Zoning Ordinance by amending Chapter 14: Zoning to modify the Downtown Code. (Downtown Code – Text Amendment) (McAfee)

Background Information:
This request is for a text amendment to Chapter 14: Zoning to modify the Downtown Code. The City Council initiated this discussion in December 2024, with the Planning & Zoning Commission and City Council work session presentations in January and February 2025, respectively. The Planning & Zoning Commission reviewed and discussed the request in March 2025. The Downtown Code allows for periodic updates based on market testing. Please refer to the attached documents for additional information.

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

Supporting Documents:
1. Staff Presentation
2. Draft Ordinance

Financial Consideration:
N/A

Staff Recommendation:
Staff recommends approval as presented.

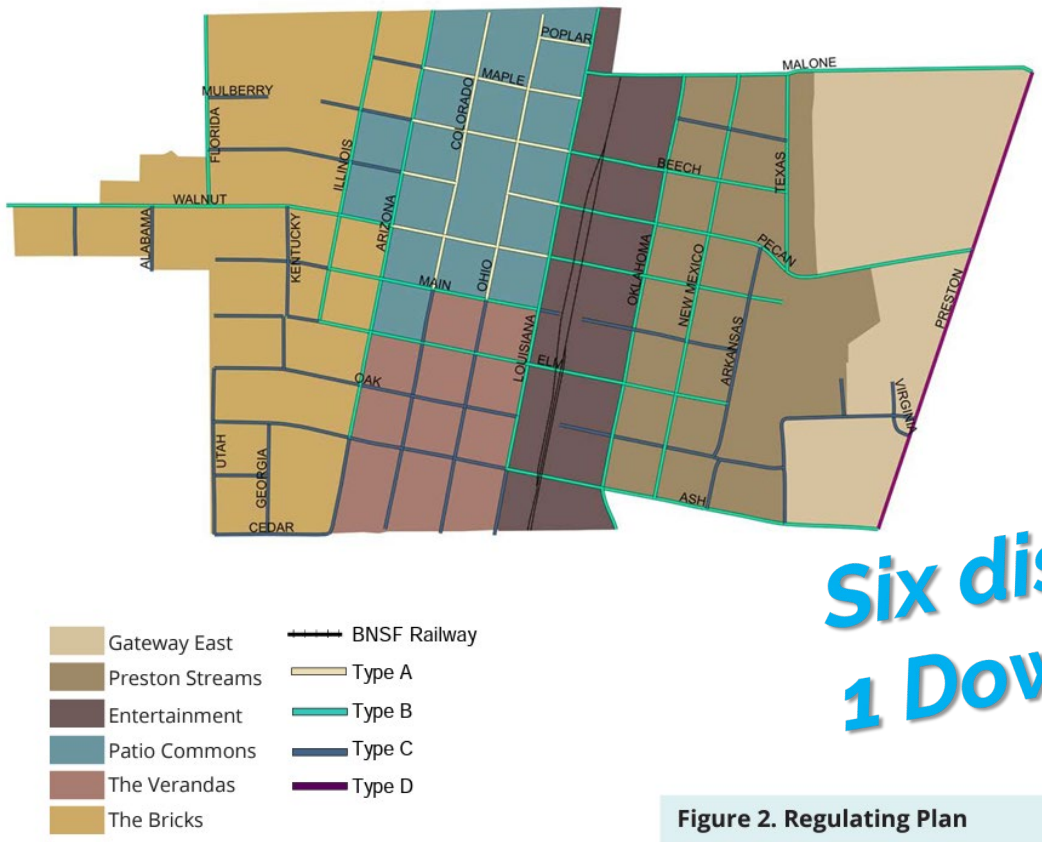
DOWNTOWN CODE DISCUSSION

City Council
April 8, 2025



OVERVIEW

- Council directed Staff to begin a discussion on land use within downtown at its December work session
- P&Z and City Council held work sessions in January and February
- P&Z held a public hearing in March



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.

(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)

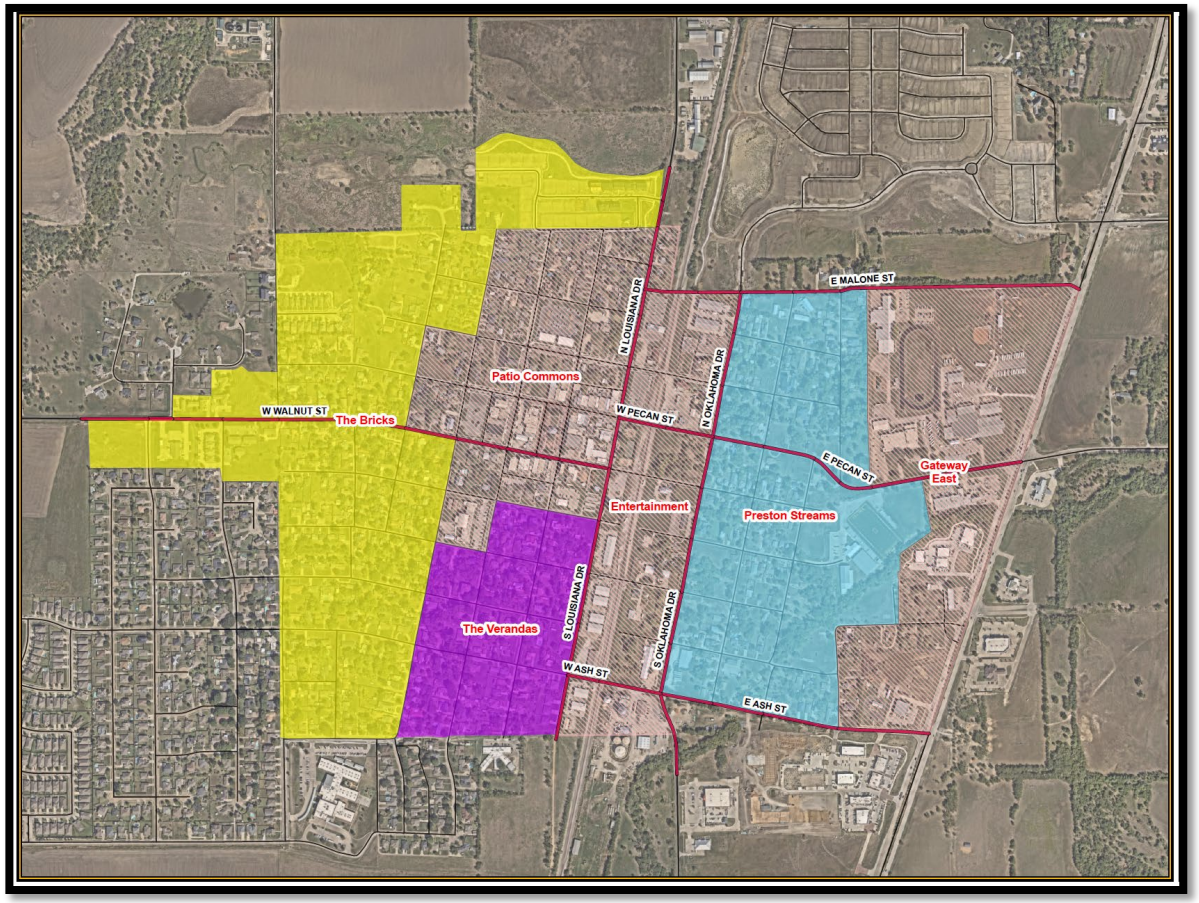
1. Excessively noxious uses are not permitted Downtown.
2. Since residential uses are permitted in all districts, in all Building Types Downtown, uses shall be compatible with homes in scale, noise level, traffic impacts, parking, smell, cleanliness, and safety/risk.
3. Uses consistent with the Vision 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.

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)

FEEDBACK

- Both P&Z and Council favored the corridor approach, limiting non-residential land uses when within the 3 neighborhoods to just the major corridors
- Both P&Z and Council favored a strict application of the existing SUP language in order to protect neighborhoods



SUP PROCESS

- Reminder – applies when a business wants to locate on the interior of an existing downtown neighborhood
- Public hearing required at both P&Z and City Council
- Legal notifications published and mailed
- Existing language regarding performance impacts (screening, hours of operation, landscaping, etc.) 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, or also *deny* the SUP application

POLICY CONSIDERATIONS

- Protects neighborhoods
- Provides predictability to what areas require an SUP and what areas are allowed by right
- 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

(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 Notes 7 & 8	P
Retail/ store/ restaurant	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Office/ medical office	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Entertainment			P	P	See Note 7 & 8	P
Auto-related						
Heavy industrial/ dirty industrial						
Assisted living/ nursing home						
Pick-up-/ drop-off-heavy uses (ex. K-12 school)						

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.
8. When properties are fronting or adjacent to a major corridor on the Corridor Exhibit, an SUP will not be required for non-residential land uses.

TIMELINE

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

RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (6-0) at its regular meeting in March
- There was no public feedback at the public hearing
- Staff recommends approval as presented

CITY OF CELINA, TEXAS

ORDINANCE NO. 2025-___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AMENDING CHAPTER 14 ZONING, ARTICLE 14.02 ZONING DISTRICTS, AMENDING SECTION 14.02.505 DOWNTOWN DISTRICT, IN PART; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING FINDINGS; PROVIDING FOR AMENDMENT TO THE CODE OF ORDINANCES; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR SAVINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas, is home rule municipality located in Denton and Collin County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the City Council is empowered under section 51.072 of the Local Government Code to adopt ordinances and exercise authority incident to local self government, and under Chapter 211 of the Local Government Code to regulate land use within the City; and

WHEREAS, the Planning and Zoning Commission conducted a hearing to receive testimony from the public concerning this ordinance on March 20, 2025, after which it recommended that this ordinance be approved by the City Council; and

WHEREAS, the City Council conducted a hearing on April 8, 2025, to receive testimony from the public concerning this ordinance; and

WHEREAS, the City Council does hereby find and determine that the adoption of this Ordinance is necessary for the government, interest, welfare and good order of the City.

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

SECTION 1.
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

SECTION 2.
FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and necessary for the government, interest,

welfare, and good order of the City.

SECTION 3.
AMENDMENTS

3.01 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Section 14.02.505, Downtown District is hereby amended, in part, so that Page 4-2 is repealed and replaced with the attached document.

3.02 That the City of Celina Code of Ordinances, Chapter 14: Zoning, Article 14.02 Zoning Districts, Section 14.02.505, Downtown District is hereby amended, in part, to add the Corridor Exhibit, attached as a newly created Page 4-11.

3.03 All other articles, chapters, sections, paragraphs, sentences, phrases and words are not amended but are hereby ratified and affirmed.

SECTION 4.
CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided, however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 5.
SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

SECTION 6.
SEVERABILITY

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

SECTION 7.
PENALTY

If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in a court of competent jurisdiction to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined, except as otherwise provided herein, in a sum not to exceed Two Thousand Dollars ($2000.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 8.
PUBLICATION CLAUSE

The City Secretary of the City of Celina, Texas is hereby directed to publish in the Official Newspaper of the City of Celina, the Caption, Penalty Clause, and Effective Date clause of this Ordinance for two (2) days as required by Section 52.013 of the Texas Local Government Code.

SECTION 9.
ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Celina is hereby directed to engross and enroll this Ordinance by copying the exact Caption, Penalty Clause, and Effective Date clause in the minutes of the City Council of the City of Celina and by filing this Ordinance in the Ordinance records of the City.

SECTION 10.
EFFECTIVE DATE

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

AND IT IS SO ORDAINED.

PASSED AND APPROVED by the City Council of the City of Celina, Texas this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor
City of Celina, Texas

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary
City of Celina, Texas

APPROVED AS TO FORM:

_____
City Attorney
City of Celina, Texas

(a) Schedule of Uses

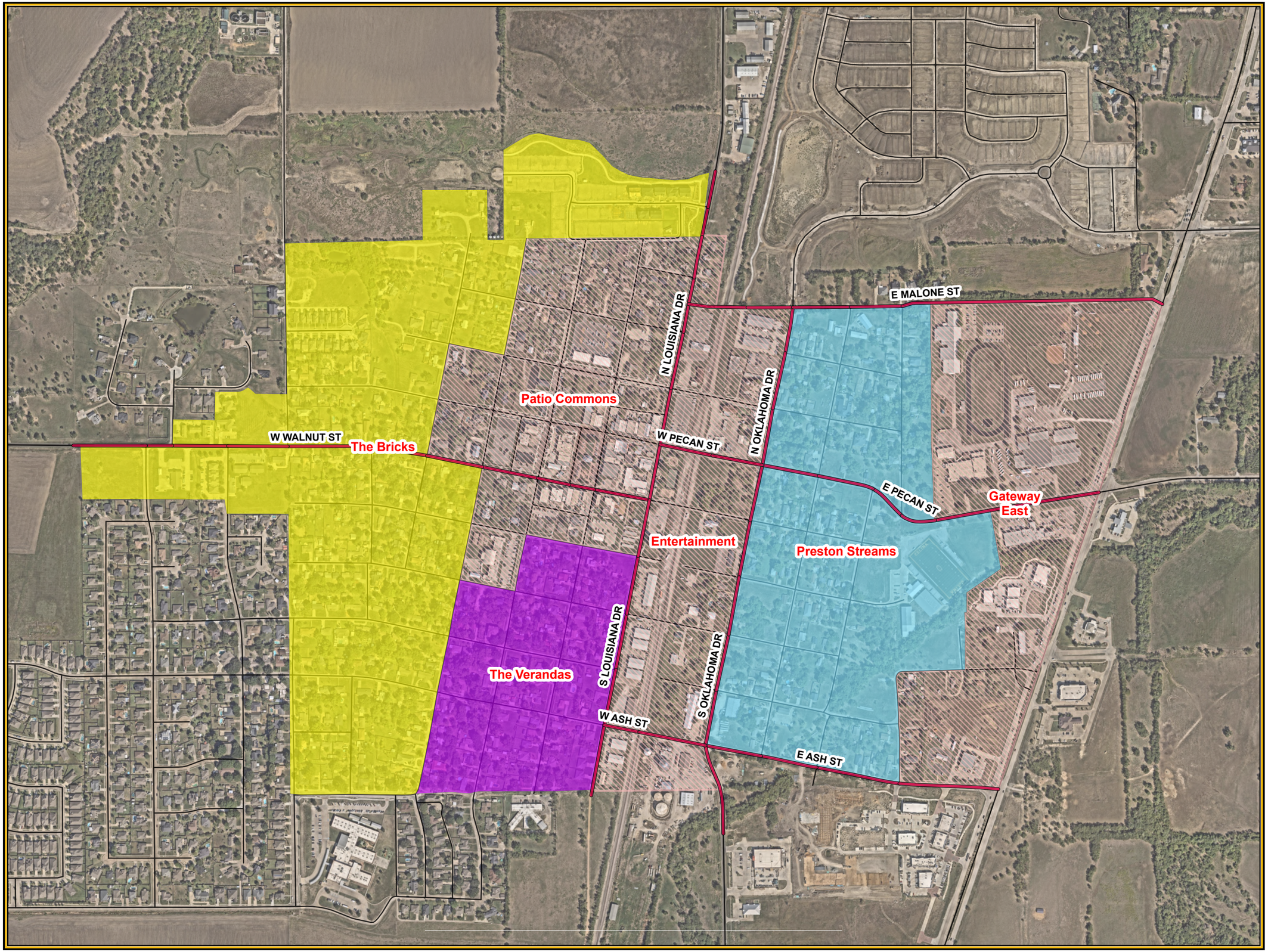
P = Permitted; Blank = Not permitted

Uses	The Bricks	The Verandas	Patio Commons	Entertain-ment	Preston Streams	Gateway East
*Residential	P	P	P	P	See Notes 7 & 8	P
Retail/ store/ restaurant	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Office/ medical office	P (see Note 8)	P (see Note 8)	P	P	See Notes 7 & 8	P
Entertainment			P	P	See Note 7 & 8	P
Auto-related						
Heavy industrial/ dirty industrial						
Assisted living/ nursing home						
Pick-up-/ drop-off-heavy uses (ex. K-12 school)						

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.
8. When properties are fronting or adjacent to a major corridor on the Corridor Exhibit, an SUP will not be required for non-residential land uses.

**Independent living types only (can include age-restricted living as long as residents are independent and can enjoy Downtown's businesses and amenities)*

See attached Addendum.



CELINA TEXAS EST. 1876
Life Connected.

Exhibit
City of Celina

Legend

Major Roadways

Downtown Code

- Entertainment
- Gateway East
- Patio Commons
- Preston Streams
- The Bricks
- The Verandas

N
W E
S

0 425 850
Feet

1/7/2025

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:	Richard Herrera
Date:	April 8, 2025
Re:	Celina Road and Southeast Pump Station Well Design

Action Requested:
Consider and act to approve a work authorization for design services from Garver, LLC, for the design of two wells located at the Southeast Pump Station and near the intersection of Dallas North Tollway and W Glendenning Parkway (FM 428) in an amount not to exceed $1,460,965.00. (Glasgow)

Background Information:
The City of Celina's primary water provider is Upper Trinity Regional Water District (UTRWD). The City's current ten million gallons per day (10 MGD) subscription from UTRWD is sufficient for daily usage without excess usage for irrigation during the peak summer months. As the city continues to grow rapidly, our subscription from UTRWD will need to be increased. UTRWD's newest water source to increase the City's subscription, Lake Ralph Hall, is tentatively scheduled to be operational in May 2027. Other critical infrastructure for delivering more water to the City, including the second water line to Celina Road Pump station and the Harpool Water Treatment Plant expansion, are tentatively scheduled to be completed in summer 2028. As a result, it is important to diversify our water supply source to maintain an efficient water supply system.

In February 2025, Advanced Groundwater Solutions completed a groundwater well evaluation study. The study evaluated existing wells and possible locations for new ground wells within the City. It identified three possible locations where wells could be constructed. One location was at the Celina Road pump station. However, the proximity of this well and the existing well to the Mustang Special Utility District make this location undesirable. The other two proposed locations are in the lower Trinity Aquifer, at the proposed Southeast Pump Station, and the second well will be located near the intersection of North Dallas Parkway and W Glendenning Parkway (FM 428).

The proposed scope of services includes the design of two wells at the locations mentioned above. The overall tasks for the project will include the following: survey, geotechnical, hydrogeology, preparation of a preliminary design report, design, preparation of construction documents, and construction administration during construction.

The City maintains an executed Master Agreement for Professional Services with Garver for water infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:
1. Well design LOCATION MAP (P)
2. Celina New Water Wells Task Order Signed
3. Ceilina Road Well Design - Presentation
4. City of Celina Well Evaluation 02.2025

Financial Consideration:
Funding is available through the waste water capital recovery fee fund. Expenditure will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

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

LOCATION MAP

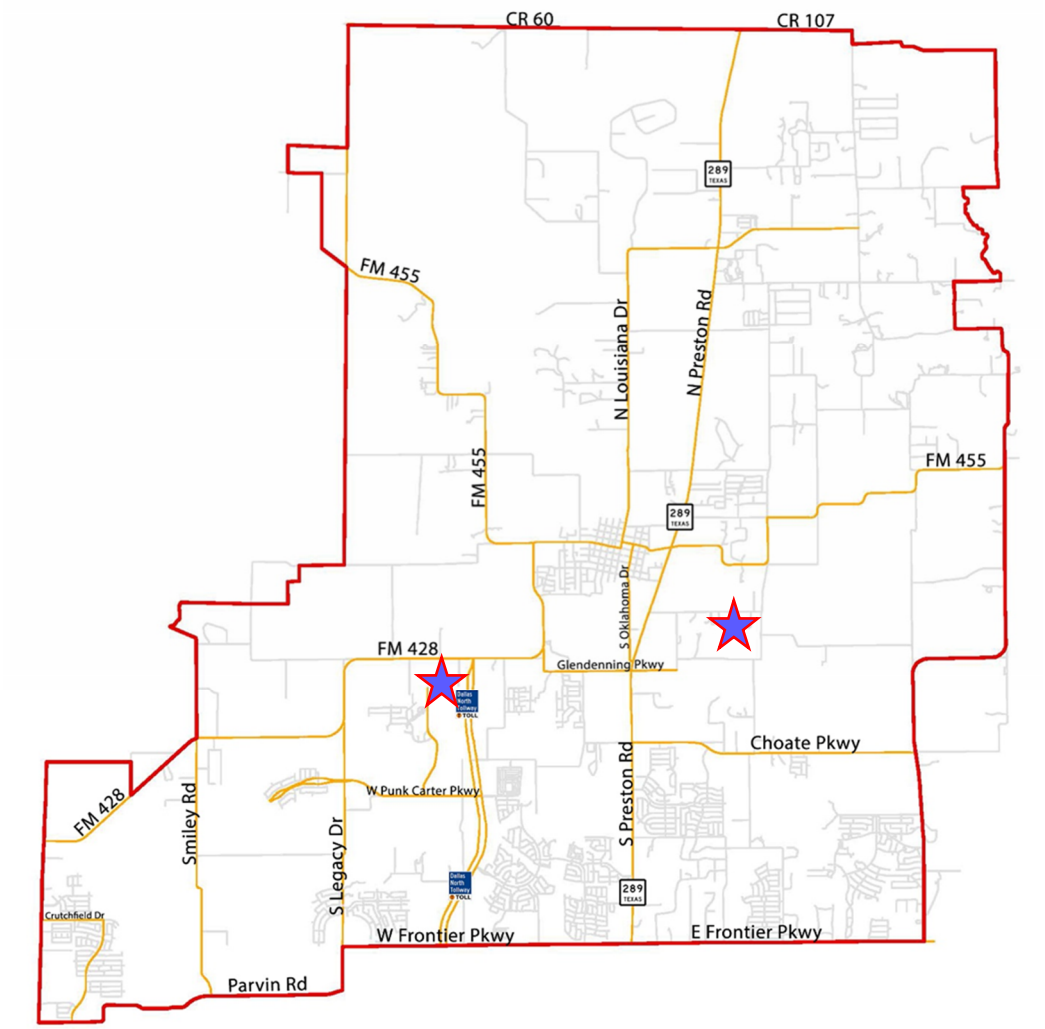


EXHIBIT B - WORK AUTHORIZATION

MAPS #	2021-0085 Garver	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 **Garver, LLC.** (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:	New Water Wells		
Task Order #		**Task Order Date:**	
Engineer:	Garver LLC		
Purchase Order#:		**Project #:**	
Engineer Representative	Lance Klement, PE	**Owner Representative:**	

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

1. **Work Site:** Consultant Offices unless otherwise stated.
2. **Work performed:** All work shall be completed in accordance with the scope listed below and the terms detailed in the Main Agreement for Consulting Services. Any changes to the scope of work must be in writing and approved by both parties prior to work performed.
3. **Drawings/Plans** _____**are** 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.

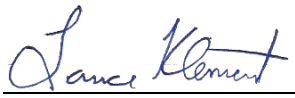
CITY OF CELINA	**ENGINEER**
	
Signature	Signature
	Lance Klement, NTX Water Team Leader
Printed Name & Title	Printed Name & Title
	3/12/2025
Date	Date

Exhibit A – Scope of Work
Project No. W05-2500300 Celina Water Wells

Under this Work Order, the Owner intends to make the following improvements for the **Celina Water Wells** for work through completion of the design and regulatory review and approval phase of the project.

The scope of services includes design of two water wells. One well will be east of the Celina Road Pump Station, approximately 1 ½ miles away on a not-yet-acquired site along a private easement, and will feed into the existing ground storage tank at the Celina Road Pump Station via a new pipeline. The second will be on the planned site of the Southeast Pump Station. The overall tasks for the project will include the following: survey, geotechnical, hydrogeology, preliminary design (30% level) with a report to summarize the site selection features and preliminary water blending and corrosivity model, final design, and preparation of construction documents.

The design will include the following:

- Four construction contracts. Two contracts for the construction of the two test wells and the developed wells. The wells will be separate from each other as they are expected to bid separately and potentially not at the same time. The second two construction projects will be for the remaining site work, electrical, generator, and pipeline work both to the Celina Road tank. Separately, will be the construction contract to connect the well to the Southeast Pump Station tank with all piping, site civil, and electrical work.
- The Celina Road Pump Station Well will be approximately 900 GPM.
- The Southeast Pump Station Well will also be approximately 900 GPM.
- Blended water (surface and groundwater) in the distribution system due to the new wells may require additional or modified chemical feed which will be evaluated as part of the design. This will be evaluated in the Interconnectivity Report included in this work. This report issued during the design phase will include the preliminary analysis based on known water samples. The final production well sample will be evaluated for consistency with the design phase report in the construction phase of the project later.
- Well installations will include construction and development of the well and adjacent above-ground discharge piping only.
- Piping from the well discharge assembly to the ground storage tanks at each site will be in a separate construction contract. There is anticipated to be 1 ½ miles of pipeline from the Celina Road Pump Station area well to the Celina Road Pump Station.
- Because the Southeast Pump Station site has been designed but not constructed, the City of Celina will provide the geotechnical report and CADD files for the work on that project to be used by Garver for the well design and connected facilities as design will be proceeding on this well and other facilities while construction is completed on the new pump station.
- No bidding or construction administration services are included in this professional services contract.

Task 1.0 Project Management

1.1 Project Management and Quality Control/Assurance Plan

GARVER will develop a Project Management Plan (PMP) for internal use. GARVER will also develop a Quality Control/Assurance Plan and perform internal Quality Assurance/Quality Control (QA/QC) reviews of all major deliverables.

1.2 Develop Baseline Project Schedule

Detailed project schedule will communicate key deadlines to design team. This will assist with tracking our progress to meeting critical timeline for capacity issues.

1.3 Document and Maintain Action Item Log

GARVER will maintain a log throughout the project of action items and decisions made throughout the project. This log is designed to help the project move forward per the project schedule.

1.4 Progress Reports and Invoices

GARVER will prepare and provide monthly progress/status reports, sufficient to support monthly billings. Monthly status reports shall be submitted with monthly invoices and project updates. This project is expected to last 16 months through the completion of the Final Design Phase.

1.5 Regulatory Agency Coordination

GARVER will coordinate with the North Texas Groundwater Conservation District for the Production Permit Application.

1.6 Kick-Off Meeting and Site Visit

GARVER will hold a virtual kick-off meeting with the Owner to discuss project objectives, internal and external team, establish lines of communication, and discuss the project schedule. Meeting minutes will also be provided.

1.7 Land and Power Company Assistance for Well Site.

GARVER will coordinate with the Owner as they perform well site and easement coordination. Coordination will be limited to initiating Oncor coordination for power requirements at both (2) water well site(s).

1.8 Summary of Deliverables

- Up to sixteen (16) progress reports and invoices.

1.9 Summary of Meetings

- Kick-off meeting conducted virtually with meeting minutes to follow from GARVER.

Task 2.0 Surveys

GARVER will subcontract with a land surveying consultant to provide field survey data for designing the project at each site as well as the boundary survey and survey for the pipeline. The surveys will be tied to the Owner's control network.

The survey will include the following:

- GARVER's Subconsultant will verify control set points and establish additional control points as needed.
- GARVER's Subconsultant will obtain spot elevations on a 50' grid line on existing elevations in the area of work and connections at the Celina Road Pump Station and new well site. Survey work is not included for the Southeast Pump Station since it has not yet been constructed. Well site adjacent to the pump station site of 150' x 150' well site will include a topographic survey.
- The boundary survey near Celina Road Pump Station (if site is already available at time of start of project) is included in this task for a 150' x 150' site.
- Survey for the 7,800 linear feet of pipeline is included with an assumed survey width of 30 feet.
- If work is outside of the described survey scope, additional survey scope and fee will be required as part of Special Services.

Task 3.0 Hydrogeology

GARVER will subcontract with KT Groundwater for the hydrogeology work for the hydrogeology work required for the project. The hydrogeology subtasks are as follows:

- GARVER's Subconsultant will compile publicly available data for the Twin Mountains Formation of the Trinity Aquifer and the Woodbine Aquifer at and near the project sites. The information will be used to develop the well drilling program for the construction project.

- GARVER's Subconsultant will prepare the necessary permitting forms and hydrogeologic report to obtain approval from the NTGCD. Garver and Subconsultant will attend the NTGCD Board meeting and two additional virtual meetings related to this work.

Task 4.0 Geotechnical Report.

GARVER will subcontract with a geotechnical firm to provide borings for the concrete foundation for the well discharge assembly and for the generator pad at the Celina Road well site.

Task 5.0 Preliminary Design and Site Selection Report.

5.1 Preliminary Design (30%) with Site Selection Report

GARVER will prepare a preliminary engineering report that includes the general design criteria for the wells, easements required for pipeline for well discharge piping, and overall layout of the two sites.

GARVER envisions the report will include the following sections:

- Executive Summary
- Review of Hydrology Requirements
- Site Visit Summary
- Regulatory Requirements
- Power Requirements Coordination
- Celina Road Pump Station and Adjacent Well Summary
- Southeast Pump Station Well Summary
- Division of Construction Projects
- Cost Opinion - Preliminary Design Phase (OPCC) at an AACE Class 4 Level
- Preliminary 30% Drawings

5.2 Deliverables

A. Draft Preliminary Design and Site Selection Report – one (1) electronic (pdf) copy to the Owner
B. Final Preliminary Design and Site Selection Report – one (1) electronic (pdf) copy to the Owner.

5.3 Meetings

A. Preliminary Design Phase Progress Meeting (1) – Virtual workshop with the Owner.
B. Preliminary Design Workshop (1) – Virtual workshop with the Owner.

Task 6.0 Final Design Deliverable

6.1 Final Design

During the final design phase of the project, Consultant will conduct final designs to prepare construction plans and specifications for four (4) construction contracts, including final construction details, drawings, specifications, and opinion of probable construction cost.

The final design phase for the water well construction and pipeline construction packages are

anticipated to have four submittals: a 60%, a 90%, Regulatory Package, and 100% (Bid Ready Set). The contract documents will consist of drawings and specifications that set forth requirements for construction of the improvements, and shall include proposal forms, notice to bidders, bid forms, bond forms, and other information as required by Owner to competitively bid the work.

The well drilling work will include a construction and development of the water wells at each site as part of the well drilling work. This work will begin with a pilot test hole at each site. The test well at each site will be developed into the production well, and include all site civil work fencing, site (and off-site piping at Celina Road Pump Station), electrical and instrumentation required for the project. The pipeline for the Celina Road PS site is anticipated to be no more than 1 ½ miles. Yard piping for the Southeast Pump Station site is anticipated to be no more than 1000 LF. SCADA will be coordinated with RLC as part of the construction project.

Garver and the Owner's standard contract forms including documents from the Engineers Joint Contract Documents Committee (EJCDC) will be used, along with Garver's standard drawing format and technical specifications. Garver will utilize the Owner and Engineers Joint Council Documents Committee (EJCDC) standard documents as a base for developing the project's front end documents.

Garver will review potential construction sequencing, division of construction contracts, and the overall approach to project implementation to coordinate with other ongoing construction at the Southeast Pump Station and Celina Road Pump Station sites. This review will occur at the Design Submittal Workshops.

The 60% Design Workshop will include a review of the Preliminary Design Workshop's action items, an update regarding the proposed SCADA system components, the path forward to completion of the project, and programming services.

GARVER will prepare OPCC for review. This will be initially prepared for the Preliminary Design Report updated for the Preliminary Design for the 60% quality control review meetings and updated again for the 90% quality control review meetings.

The 90% design documents will be provided to TCEQ for review. GARVER will respond to questions from TCEQ during the review period.

After completion of the 90% quality control review meeting with Owner, GARVER will update the contract documents and provide sealed construction contract (100%) documents.

6.2 Deliverables:

A. 60% Design:
   a. 60% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner.
B. 90% Design:
   a. 90% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner and one set to TCEQ.
C. 100% Design:
   a. 100% design drawings, specifications, and OPCC – One (1) electronic (PDF) set to the Owner.

6.3 Meetings:

A. 60% Design Workshop – One virtual workshop.
B. 90% Design Workshop – One virtual workshop.
C. Final Design – In-person workshop.

Task 7.0 Preliminary Blending Analysis and Interconnectivity Report (Concurrent with Task 4)

Garver will review surface and groundwater data provided by the Owner and available data from TCEQ, TWDB, and NTGCD in conjunction with the Preliminary Design Report preparation. From that data Garver will perform a blending/corrosivity model to evaluate water quality compatibility and the need for chemical feed modifications based on expected water quality. Additional chemical feed modifications would be handled via Special Services if additional design facilities are required. These modifications are anticipated to be minor in nature (if any), by the addition of stabilization chemical feed systems and storage tanks within existing buildings and/or existing storage areas. New chemical feed buildings, exterior storage areas, or similar facilities to hold the chemical feed systems are not anticipated within Task 8 Special Services.

GARVER will prepare the two reports required due to the blending of surface and groundwater, Blending/Corrosivity Report and TCEQ Interconnection Study Report. The Blending/Corrosivity Report and Interconnection Study Report will be checked as part of the bidding and construction services contract for this work since the final well samples will be provided as part of the construction projects.

Task 8.0 Special Services

Additional professional services may be needed during the project timeline. Special services will only be conducted as directed and authorized by the Owner in writing prior to conducting special services work.

The following services are not included as part of the basic services and will be performed at the request of the Owner and with additional compensation. The compensation for these services, in total, may exceed the budgeted fee amount for Task 8. If Owner requests services that exceed the listed budget, then a contract amendment will be necessary. Bidding phase services and construction administration services are expected to be provided under a separate contract at the conclusion of the design phase.

1. Bidding phase services.
2. Construction administration services.
3. Land Acquisition Assistance other than that listed in Task 1.
4. Chemical Feed modifications due to Interconnectivity Report Recommendations, assumed to be chemical feed skids within existing buildings. New structures, facilities, or buildings not anticipated.
5. Subsurface utility engineering/locating services.
6. Construction staking for survey.
7. Construction observation.
8. Startup and commissioning.
9. Classroom training.
10. Risk Management Plans associated with any increase in chlorine storage.
11. Operations and Maintenance Manual updates.
12. Funding assistance.
13. Easement or property acquisition documents assistance.
14. ESA Phase 1 services.
15. Pre-qualification services for evaluating contractors to develop a pre-qualified list of eligible contractors prior to bidding the project.
16. Water testing not included, will be Contractor's responsibility.
17. Design of improvements outside of project site.
18. Utility relocation coordination or design.
19. Preparation of a Storm Water Pollution Prevention Plan (SWPPP).
20. Construction materials testing and/or special inspections and related testing.
21. Environmental Handling and Documentation beyond those previously identified,
22. Floodplain delineation and coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.
23. Extra Meetings.

Exhibit B - Compensation

For the work described under Exhibit A, Tasks 1-7, the Owner will pay GARVER on a lump sum basis. The Owner will pay GARVER on an hourly basis for Task 8. The Owner represents that funding sources are in place with the available funds necessary to pay GARVER.

The following table presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Task 1 – Project Management	$45,766	Lump Sum
Task 2 – Surveys	$41,687	
Task 3 – Hydrogeology	$15,840	
Task 4 – Geotechnical Report	$8,167	
Task 5 – Preliminary Design (30%)	$489,420	
Task 6 – Final Design Deliverable	$776,085	
Task 7 – Blending Analysis and Interconnectivity Report	$44,000	
Task 8 – Special Services	$40,000	Hourly, NTE
TOTAL FEE	$1,460,965	

For informational purposes, a breakdown of GARVER's estimated costs is included. For hourly not to exceed tasks, the Owner will pay GARVER, for time spent on the project, at the rates shown for each classification of GARVER's personnel (may include contract staff classified at GARVER's discretion) plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The rates shown will be increased annually with the first increase effective on or about June 1, 2025.

The Owner will pay GARVER on a monthly basis, based upon statements submitted by GARVER to the Owner indicating the estimated proportion of the work accomplished. Payments not received within 60 days of invoice date will be subject to a one percent monthly simple interest charge. Any unused portion of the lump sum fee, due to delays beyond GARVER's control, will be increased 6% annually with the first increase effective on or about July 1, 2025.

Exhibit C – Timeline/Schedule

The following schedule details the anticipated milestones and delivery dates for each deliverable.

Work Item	Duration from Notice to Proceed (NTP)
Task 1 – Project Management	Concurrent with subsequent tasks
Task 2 – Survey	60 days from kickoff meeting
Task 3 – Hydrogeology – desktop evaluation on target site	45 days from kickoff meeting
Task 4 – Geotechnical Report	60 days from selection of well site
Task 5 – Preliminary Design and Site Selection Report	100 days from kickoff meeting
Task 6 – Final Design Deliverable	
60% Design Deliverable	60 days from acceptance of Preliminary Design and Site Selection Report
90% Design Deliverable	90 days from acceptance of 60% Design
100% Design Deliverable	30 days from acceptance of 90% Design
Task 7 – Blending Analysis and Interconnectivity Report	To be delivered with Task 5
Task 8 – Special Services	TBD

Exhibit D – Deliverables

The following deliverables are anticipated with this work order:

1. Up to sixteen (16) progress reports and invoices.
2. Topographic survey in digital format.
3. Draft and Final Preliminary Design (30%) with Site Selection Report and drawings in PDF format, including Blending Analysis and Interconnectivity Report.
4. Draft and final 60% design drawings, specifications, and OPCC in PDF format.
5. Draft and final 90% design drawings, specifications, and OPCC in PDF format.
6. Final 100% design drawings, specifications, and OPCC in PDF format.

Exhibit B

City of Celina, TX
New Water Wells
Revision 2
All Tasks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	D-4	D-3	D-1	GARVER LABOR	GARVER ODC	SUBCONSULTANT	SUBCONSULTANT	SUBCONSULTANT	GARVER MARKUP ON SUBS	GARVER TOTAL	SUB-CO TOTAL	TOTAL
												10%	10%	10%				
Basic Services Section																		
Task 1 - Project Management										$0					$0	$0	$0	$0
Project Work										$0					$0	$0	$0	$0
1. Develop PMP and QCP		2				8				$1,710					$0	$1,710	$0	$1,710
2. Develop Baseline Project Schedule	2	8								$2,878					$0	$2,878	$0	$2,878
3. Document and Maintain Action Item Log		4				12				$2,840					$0	$2,840	$0	$2,840
4. Submit Monthly Progress Report (up to 16 months through design)		16								$4,400					$0	$4,400	$0	$4,400
5. Regulatory Agency Coordination	6	16				30				$10,784					$0	$10,784	$0	$10,784
6. Kickoff Meeting	4	16				12				$7,496	$1,000				$0	$8,496	$0	$8,496
PS)										$0					$0	$0	$0	$0
7a. Oncor Coordination for two site power supply improvements		12	8			40				$10,908	$1,000				$0	$11,908	$0	$11,908
										$0					$0	$0	$0	$0
Quality Control Review		10								$2,750					$0	$2,750	$0	$2,750
										$0					$0	$0	$0	$0
Subtotal - Task 1 - Project Management	**12**	**84**	**8**	**0**	**0**	**102**	**0**	**0**	**0**	**$43,766**	**$2,000**	**$0**	**$0**	**$0**	**$0**	**$45,766**	**$0**	**$45,766**
Task 2 - Survey (Defined Work at Known Site)										$0					$0	$0	$0	$0
1. Topo Survey Sites (2 existing sites)										$0		$6,000			$600	$600	$6,000	$6,600
2. Topo 7,800 LF										$0		$29,200			$2,920	$2,920	$29,200	$32,120
3. Contract with surveyor	1	4					2			$1,867					$0	$1,867	$0	$1,867
										$0					$0	$0	$0	$0
Quality Control Review		4								$1,100					$0	$1,100	$0	$1,100
										$0					$0	$0	$0	$0
Subtotal - Task 2 - Survey (Defined Work at Known Site)	**1**	**8**	**0**	**0**	**0**	**0**	**2**	**0**	**0**	**$2,967**	**$0**	**$35,200**	**$0**	**$0**	**$3,520**	**$6,487**	**$35,200**	**$41,687**
Task 3 - Hydrogeology										$0					$0	$0	$0	$0
1. Review and Make Recommendations for Wells at the Two Sites		8								$2,200				$10,900	$1,090	$3,290	$10,900	$14,190
2. HTGCD Hydrogeologic Report		2								$550					$0	$550	$0	$550
Quality Control Review		4								$1,100					$0	$1,100	$0	$1,100
										$0					$0	$0	$0	$0
Subtotal - Task 3 - Hydrogeology	**0**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$3,850**	**$0**	**$0**	**$0**	**$10,900**	**$1,090**	**$4,940**	**$10,900**	**$15,840**
Task 4 - Geotechnical Report										$0					$0	$0	$0	$0
1. Contract	1	4								$1,439					$0	$1,439	$0	$1,439
2. Geotechnical	2									$678			$5,500		$550	$1,228	$5,500	$6,728
										$0					$0	$0	$0	$0
Quality Control Review										$0					$0	$0	$0	$0
										$0					$0	$0	$0	$0
Subtotal - Task 4 - Geotechnical Report	**3**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$2,117**	**$0**	**$0**	**$5,500**	**$0**	**$550**	**$2,667**	**$5,500**	**$8,167**
Task 5 - Preliminary Design Report										$0					$0	$0	$0	$0
1. Data Needs Request		8			20	20				$8,460					$0	$8,460	$0	$8,460
2. Review of Data		8	8	8	8	20				$9,796					$0	$9,796	$0	$9,796
3. Review of Data from Hydrogeologist		8	8	8	8	8				$8,056					$0	$8,056	$0	$8,056
4. Site Visit to Both Sites	4	8	8	8	8	8				$9,412	$3,902				$0	$13,314	$0	$13,314
5. North Texas Groundwater Requirements Review		8		20	20	30				$13,770					$0	$13,770	$0	$13,770
6. Power Requirements and Availability		20	10			20				$10,660					$0	$10,660	$0	$10,660
7. Draft Preliminary Design Report - including 30% drawings	4	80	80	80	80	180	200	40	200	$172,776	$5,000				$0	$177,776	$0	$177,776
8. Preliminary Design Workshop (Approximately 30% Level Design)	16	16	16	16	16	16				$21,536	$5,000				$0	$26,536	$0	$26,536
9. FINAL Preliminary Design and Site Selection Report	12	16	20	20	20	20	40	40	40	$44,108	$1,000				$0	$45,108	$0	$45,108
10. Pipeline Design Drawings	16	40		100	100	120	40	200	200	$140,684	$7,500				$0	$148,184	$0	$148,184
										$0					$0	$0	$0	$0
Quality Control Review		40	40	40						$27,760					$0	$27,760	$0	$27,760
										$0					$0	$0	$0	$0
Subtotal - Task 5 - Preliminary Design Report	**52**	**252**	**190**	**300**	**280**	**442**	**280**	**280**	**440**	**$467,018**	**$22,402**	**$0**	**$0**	**$0**	**$0**	**$489,420**	**$0**	**$489,420**
Task 6 - Final Design										$0					$0	$0	$0	$0
1. Prepare 60% and 90% documents	150	180	200	250	280	280	300	350	400	$461,090	$17,927				$0	$479,017	$0	$479,017
2. Prepare 60% and 90% OPCC	40	80	80			80				$65,240					$0	$65,240	$0	$65,240
3. Conduct QA/QC of deliverables	80	40	40	40				20	80	$69,020					$0	$69,020	$0	$69,020
4. Prepare and conduct design workshops with Owner	16	40	16		16	20				$25,628	$5,000				$0	$30,628	$0	$30,628
5. Bid Ready Set		40	60	40	40	60	40	80	100	$83,780	$10,000				$0	$93,780	$0	$93,780
										$0					$0	$0	$0	$0
Quality Control Review	40	40					40		40	$38,400					$0	$38,400	$0	$38,400
										$0					$0	$0	$0	$0
Subtotal - Task 6 - Final Design	**326**	**420**	**396**	**330**	**336**	**440**	**380**	**450**	**620**	**$743,158**	**$32,927**	**$0**	**$0**	**$0**	**$0**	**$776,085**	**$0**	**$776,085**
										$0					$0	$0	$0	$0
Task 7 - Interconnectivity Report (will be prepared concurrent with Task 4)										$0					$0	$0	$0	$0

Exhibit B

City of Celina, TX
New Water Wells
Revision 2
All Tasks

WORK TASK DESCRIPTION	E-6	E-5	E-4	E-3	E-2	E-1	D-4	D-3	D-1	GARVER LABOR	GARVER ODC	SUBCONSULTANT	SUBCONSULTANT	SUBCONSULTANT	GARVER MARKUP ON SUBS	GARVER TOTAL	SUB-CO TOTAL	TOTAL
												10%	10%	10%				
Basic Services Section																		
1. Review available surface and groundwater data from TCEQ, TWDB, NTGCD, etc.		24								$6,600					$0	$6,600	$0	$6,600
2 Perform Blending/Corrosivity Model to evaluate water quality compatibility and assess the need for chemical addition of modification.		56								$15,400					$0	$15,400	$0	$15,400
3. TCEQ Interconnection Study Draft Report (Final in Task 7)		30								$8,250					$0	$8,250	$0	$8,250
4. Blending/Corosivity Report		50								$13,750					$0	$13,750	$0	$13,750
										$0					$0	$0	$0	$0
Quality Control Review										$0					$0	$0	$0	$0
										$0					$0	$0	$0	$0
										$0					$0	$0	$0	$0
Subtotal - Task 7 - Interconnectivity Report (will be prepared concurrent with Task 4)	**0**	**160**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$44,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$44,000**	**$0**	**$44,000**
Subtotal - Basic Services Section	**394**	**942**	**594**	**630**	**616**	**984**	**662**	**730**	**1060**	**$1,306,876**	**$57,329**	**$35,200**	**$5,500**	**$10,900**	**$5,160**	**$1,369,365**	**$51,600**	**$1,420,965**
Additional Services Section																		
Special Services																		
Survey/Chem Feed/Etc										$0	$50,000				$0	$50,000	$0	$50,000
										$0					$0	$0	$0	$0
Subtotal - Special Services	**0**	**0**				**0**	**0**	**0**	**0**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$0**	**$50,000**
Subtotal - Additional Services Section	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$0**	**$50,000**	**$0**	**$0**	**$0**	**$0**	**$50,000**	**$0**	**$50,000**
Project Totals	**394**	**942**	**594**	**630**	**616**	**984**	**662**	**730**	**1060**	**$1,306,876**	**$107,329**	**$35,200**	**$5,500**	**$10,900**	**$5,160**	**$1,419,365**	**$51,600**	**$1,470,965**

CELINA ROAD AND SE PUMP STATION WELL DESIGN

April 8, 2025

Andy Glasgow, PE, PMP,CFM



LOCATION MAP



BACKGROUND

- The City's current ten million gallons per day (10 MGD) subscription from UTRWD is sufficient for current daily usage.
- As the City continues to grow rapidly, the City’s subscription from UTRWD will need to be increased.
- UTRWD's newest water source to increase the City's subscription, Lake Ralph Hall, is tentatively scheduled to be operational in May 2027.
- Celina Road Pump station and the Harpool water treatment plant expansion, are tentatively scheduled to be completed in summer 2028.

BACKGROUND (CONT.)

- It is important to diversify our water supply source to maintain an efficient water supply system.

- In February 2025, a groundwater well evaluation study identified two locations in the lower Trinity Aquifer where wells can be constructed.
  - Southeast Pump Station
  - North Dallas Parkway and W Glendenning Parkway (FM 428)

FACTS

- The City maintains an executed Master Agreement for Professional Services with Garver for water infrastructure design services. Council authorized the agreement in 2022 for a period of five years.

- Staff recommends awarding the work authorization for the creation of construction documents as presented to Garver under the existing MSA.

- Design Fee: $1,460,965.00


CELINA
TEXAS
EST. 1876
Life Connected.

PUBLIC WATER SUPPLY WELL EVALUATION

Prepared for | City of Celina, Texas
Submitted | February 26, 2025

Prepared by

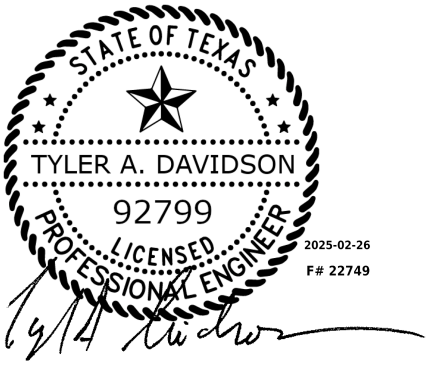
AGS
Advanced Groundwater Solutions, LLC

In association with

FREESE AND NICHOLS

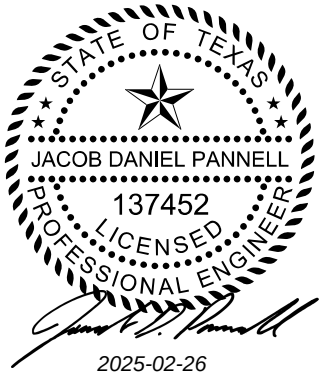
CITY OF CELINA
PUBLIC WATER SUPPLY WELL EVALUATION

FEBRUARY 2025



Tyler A. Davidson, P.E.
Advanced Groundwater Solutions
P.O. Box 741
Dripping Springs, Texas 78620

For Water Well Evaluation



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

Jacob Pannell, P.E.
Freese and Nichols, Inc.
6136 Frisco Square Blvd., Suite 375
Frisco, TX 75034

For Distribution System Integration

AGS
Advanced Groundwater Solutions, LLC

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A Preliminary Opinions of Probable Construction Cost

1.0 Executive Summary

Advanced Groundwater Solutions (AGS) and Freese and Nichols, Inc. (FNI) have performed a conceptual feasibility study for the development of public water supply wells completed in the lower Trinity Aquifer to enhance the City's water supply.

Two new wells can be completed in the lower Trinity Aquifer at the Southeast Pump Station (SEPS), and near the Celina Road Pump Station (CRPS), respectively. These wells would likely have a capacity in the 500-900 gpm range to supply additional water on a seasonal peaking basis. When modeled at average production rates of approximately 400 acre feet per year with currently-active wells in the area, drawdowns are moderate in comparison to available aquifer head.

Estimated capital costs for the well and connection infrastructure associated with the Celina Road Pump Station are estimated at $6.1M, and for the well at the Southeast Pump Station at $6.2M.

The potential new well capacity is not expected to meet the expected peak demand needs beyond 2027. The projected maximum day demand for the City in 2027 exceeds the available supply from both UTRWD and the potential new wells. In 2027 the TCEQ connection requirement is also projected to be exceeded.

Mixing water from two sources (groundwater and UTWRD) is feasible but would require both a blending / corrosivity model and study as well as a TCEQ interconnection study and report. The results of these analyses could result in either modifications or replacements of the chemical injection systems at the CRPS and SEPS sites.

2.0 The Trinity Aquifer Near Celina

Because wells completed in the lower formations of the Trinity Aquifer have significantly higher capacity than wells completed in the Woodbine Aquifer in the area, the lower Trinity Aquifer was chosen as the target formation for this evaluation. This section will discuss current and historical wells in the area, water quality, and water level trends.

2.1 *Current and Historical Wells*

There are several currently active public water supply wells completed in the lower formations of the Trinity Aquifer near Celina. Figure 1 presents the location of these wells, along with their tested capacities. Table 1 presents summary information for these wells.

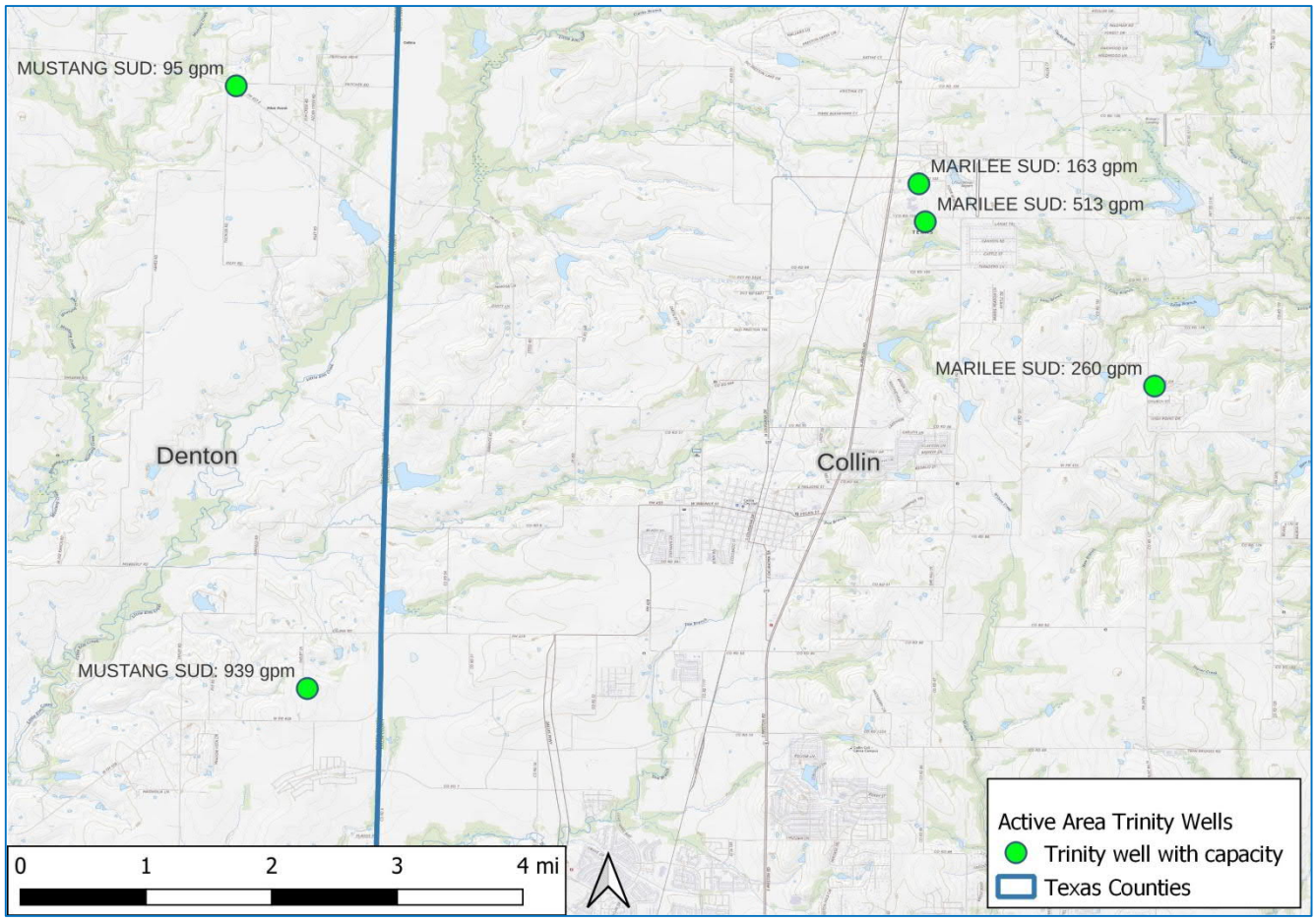


Figure 1. Active area wells completed in the lower portion of the Trinity Aquifer

Table 1. Summary information for active wells completed in the lower Trinity Aquifer

Well Name	Capacity (gpm)	Well Depth (ft)	Year Completed
Mustang SUD #11	95	1840	2017
Mustang SUD #12	939	1974	2022
Marilee SUD #3	163	2309	1983
Marilee SUD #5	260	2445	2000
Marilee SUD #6	513	2350	2013

There is a wide range of capacities for wells in the area. This may be partially due to variation in aquifer characteristics, but well design and construction decisions are often a larger factor in well capacity for wells completed in the Trinity Aquifer in the region. Because of the depth of the aquifer and expense of completing a large diameter well, capacity is often limited by casing size and production interval completion decisions rather than aquifer characteristics.

Based on evaluation of the formation thickness, aquifer properties, and pumping tests in the area, we estimate a new well or wells in Celina may have a capacity in the range of 500-900 gpm, if the well is designed and constructed to provide that capacity range.

The City of Celina historically operated two wells completed in the lower Trinity Aquifer, wells 3 and 4 (Table 2 and Figure 2). These wells were completed with relatively small diameter casing and screen, and had capacities ranging from 250-300 gpm.

Table 2. Historical City of Celina lower Trinity Well information

Well Name	Historical Capacity (gpm)	Well Depth (ft)
Celina Well 3	250	2440
Celina Well 4	295	2398

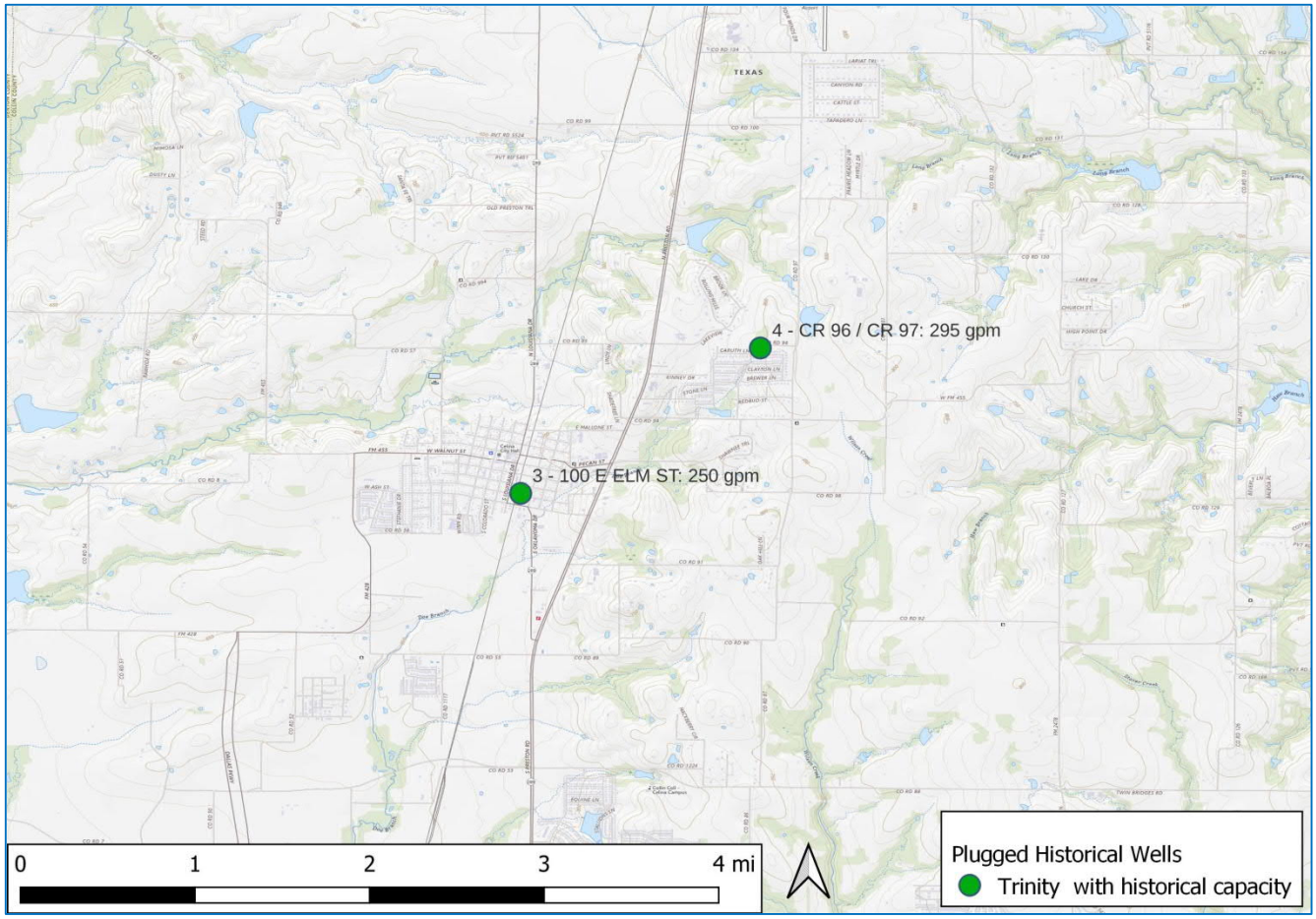


Figure 2. Historical City of Celina wells completed in the lower portion of the Trinity Aquifer

2.2 *Water Quality*

The Trinity Aquifer produces fresh (as opposed to brackish) water in the area, with total dissolved solids typically in the 500-600 mg/L range. Table 3 presents water quality results for common regulated constituents of concern in groundwater for the historic City of Celina wells 3 and 4. These samples are the most recent available for these wells, and were collected in the years before the wells were plugged and abandoned.

None of these sample results in Table 3 exceed primary or secondary limits for public drinking water.

Evaluation of this groundwater quality with respect to the larger water system will be discussed in Section 4.2.

Table 3. Water quality results for historic City of Celina wells

Analyte	Celina Well 3	Celina Well 4
arsenic (µg/l)	< 1	< 1
iron (µg/l)	42	65.9
manganese (µg/l)	1	9.08
fluoride (mg/l)	0.9	0.8
sulfate (mg/l)	141	144
chloride (mg/l)	16	11.4
total dissolved solids (mg/l)	591	568
temperature (celsius)	34	34
pH, field	8.07	8.38
alkalinity, total (mg/l as CaCO3)	326	332
hardness, total (mg/l as CaCO3)	14	17.8

2.3 *Water Level Trends*

Water levels in the Trinity Aquifer in the area have declined approximately 7-8 feet per year since at least the 1950s. This can be seen in the historical water level hydrograph for City of Celina well 3 (Figure 3). This hydrograph represents static level measurements in the well, and is therefore a true measure of aquifer levels over time.

Though the historical rate of water level decline in the Trinity Aquifer is relatively high, the available head in the aquifer is also high. The aquifer started the early 1900s with water levels at or near land surface, and the top of the lower formations of the aquifer is at a depth of approximately 2,000 feet. There currently is over 1,000 feet of available drawdown in the area.

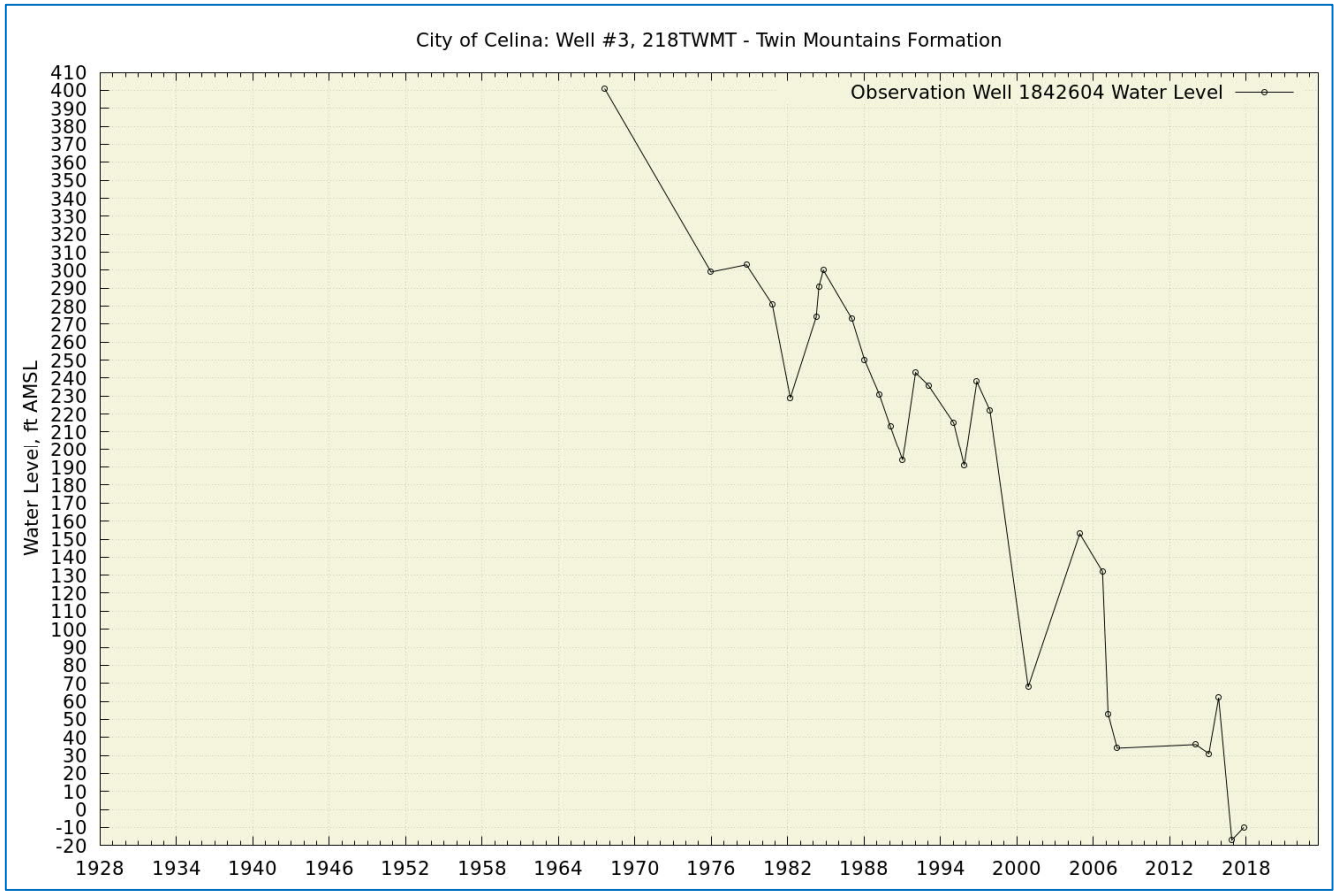


Figure 3. Water level hydrograph for City of Celina Well 3

3.0 Distribution System Integration Evaluation

The City of Celina receives treated water from the Upper Trinity Regional Water District (UTRWD) and has one delivery point from UTRWD at their existing CRPS site. The City is split into two pressure planes, the low pressure plane on the west and the high pressure plane on the east. The CRPS pumps into the low pressure plane as well as transfers water to the existing Downtown Pump Station and the future SEPS, both which serve the high pressure plane.

Due to increasing demands, the feasibility of adding a potable well at three different sites were evaluated to enhance the City's water supply. The sites under investigation include the Celina Road Pump Station, the Southeast Pump Station, and the Light Farms EST site. This section will focus on the existing storage infrastructure at each site and the necessary provisions to connect the ground water source to the City's existing storage. The evaluation will encompass technical feasibility, cost considerations, and environmental concerns. In discussions with AGS, the make of each well is estimated between 500-GPM to 900-GPM. This results in a well pump ranging from 250-HP to 500-HP. For the electrical portion of the analysis, the larger 900-GPM / 500-HP was assumed to be conservative on the electrical loads. For the supply portion of the analysis, the smaller 500-GPM / 250-HP was assumed to be conservative on potential supply.

3.1 *Celina Road Pump Station*

The CRPS is an existing facility located in the City's Low Pressure plane, on the western edge of the City limits along FM 428. The site currently houses a pump station, 1-million-gallon (MG) ground storage tank (GST), and a 6 MG GST. The site is master planned to house an additional 3 future 6-MG GSTs, as well as to support an expansion to the pumping capacity of the facility.

3.1.1 Potential Well Location

Due to the proximity of an existing Mustang SUD well site to the CRPS, the proposed well that would feed the CRPS would be unable to be located within the existing facility's site. AGS's analysis identified a potential location for the well at the intersection of Dallas Parkway and FM 428, approximately 1.5 miles east of the CRPS site as shown below in Figure 4. The well pump would be sized to convey the pumped well water from the well site into an anticipated 8-inch line that would then run west along FM 428 to the CRPS site.

The well location shown is for illustration purposes. As will be indicated later in the groundwater modeling discussion, the well site could be located anywhere in the general area and have similar impacts.

No pump station is assumed for this well site.

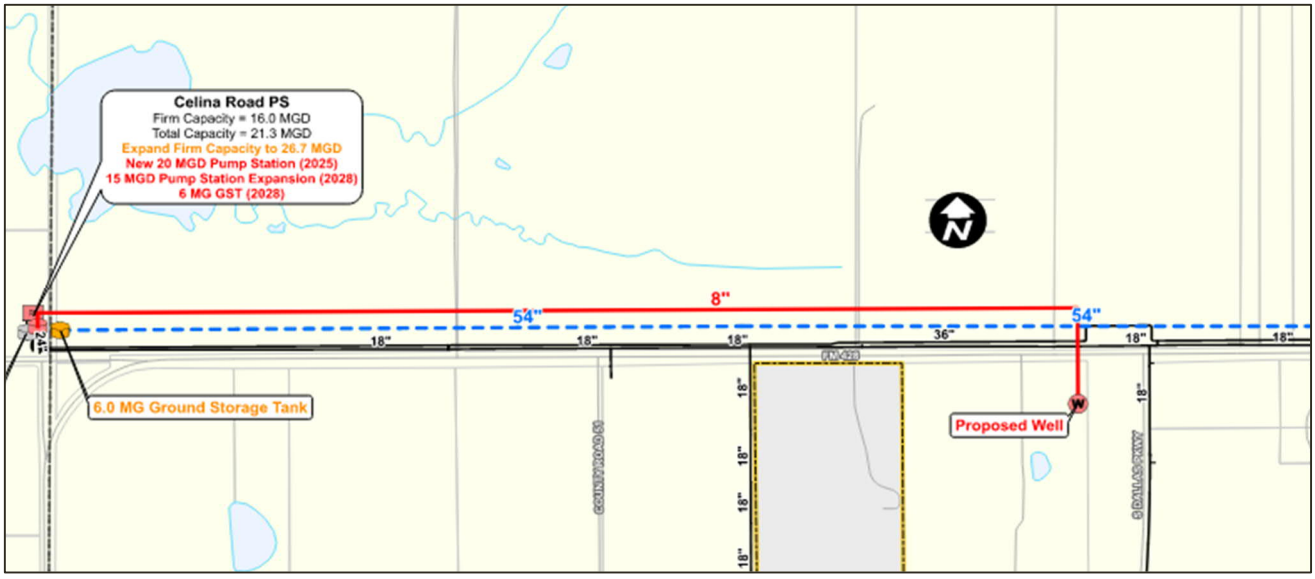


Figure 4. CRPS Well Location and 8-inch Alignment

The exact alignment of the 8-inch line would be determined during final design. A potential location would be to have the 8-inch line run along the north side of FM 428, paralleling the 54-inch transmission and relocated water lines. A 30-ft easement is proposed on the 54”and 20-ft for the relocated lines, for a combined 50-ft of easement that the 8-inch line could be housed within.

The 8-inch line will arrive at the east side of the CRPS. Based on the known future expansion plans for the CRPS, which involve decommissioning the existing 1-MG tank, the 8-inch line cannot terminate at the existing 1-MG tank and must terminate at the newer 6-MG tank. Due to the location of the existing infrastructure along the eastern boundary of the site, the 8-inch line can continue along the north side of FM 428 before turning north and running to the existing 6-MG tank as shown in Figure 5.

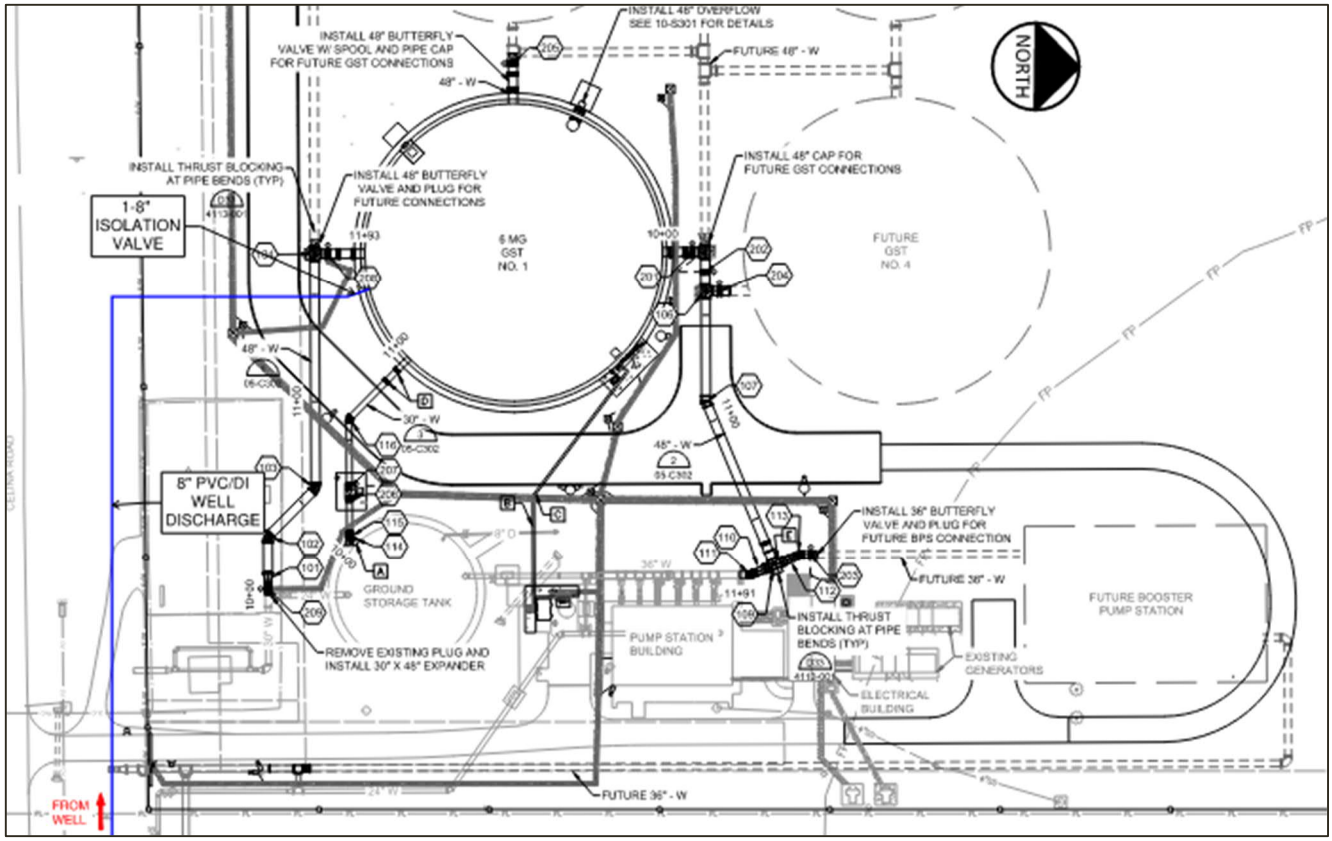


Figure 5. Well discharge piping on CRPS site

3.1.2 Tank Modifications

The existing, in service 6-MG tank at CRPS is an AWWA D110 Type III prestressed concrete tank. Available options to add an additional line include entering through the dome of the GST or through the wall. It is not recommended that the additional fill line enter through the foundation.

The most cost effective solution would be for the fill line to be routed along the outside of the tank wall and then penetrate through the tank's dome. In coordination with DN Tanks, this method is the most constructible and is fairly common across Texas where similar modifications to an existing tank have been done. Ductile Iron pipe would run vertically with pipe supports attached to the wall. Once reaching the top of the tank, the piping would turn and run horizontally before turning and penetrating the tank's dome vertically. The dome modifications would include a concrete saddle support, a new penetration through the dome, and a concrete curb around the dome penetration. An example detail from DN tanks is included below as Figure 6. A photo showing how this installation looks at another GST is included as Figure 7.

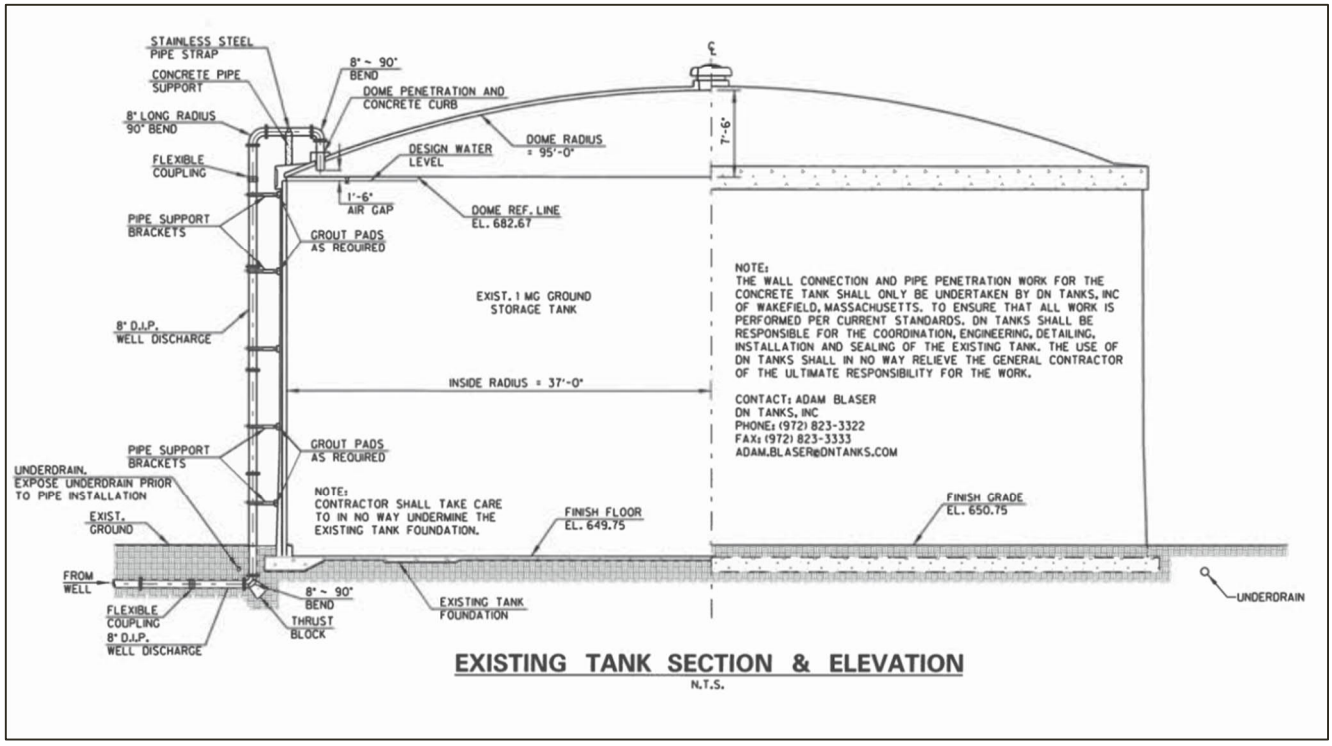


Figure 6. New riser pipe with dome penetration detail



Figure 7. Example photo from similar modification in San Antonio, TX

For the exposed piping, coating system, piping insulation, and heat tracing requirements would need to be developed during detailed design.

Another option is to have the new inlet pipe penetration through the tank wall and run vertically inside the existing tank. This would be similar to how the existing 48-inch inlet riser is configured at the tank. In discussions with DN tanks, this option is feasible but less common compared to exterior riser retrofits. Constructability would also be more challenging and would require full draining of the tank. As such FNI would not recommend this method for retrofitting a new inlet riser pipe.
It is not recommended that a retrofit inlet riser come up through the tank floor.

3.2 *Southeast Pump Station*

The Southeast Pump Station is a proposed facility that will be located within and serve the City's high-pressure zone, north of Old Glendenning Parkway. The site will include a pump station and an 8-MG GST. The site is master planned to house 2 future 8-MG GSTs.

3.2.1 Potential Well Location

AGS's preliminary analysis indicates that a well could be located within the boundary of the site. A potential location for the well site could be the middle west side of the property to the south of the generator pads. The current civil design of the SEPS does not currently include any proposed improvements in this area. This would also be advantageous due to the proposed well location's proximity to the proposed GST that it would discharge into. This area is currently proposed to be graded to drain W to E, and this grading would need to be modified to accommodate a flatter area for the well site. There is a proposed drainage swale to the east of the well site as well that will need to be accounted for when placing the well. Additionally, the well site will need be located 50-ft off the property line per the North Texas Groundwater Conservation district (NTGCD) requirements. The well site would not include any structures, and the only above grade appurtenances would be a canopy for the electrical panels and the well head. Both would be shorter than the proposed fencing and would be screened by the landscaping buffer included within the SEPS design. The potential well site location is illustrated in Figure 8.

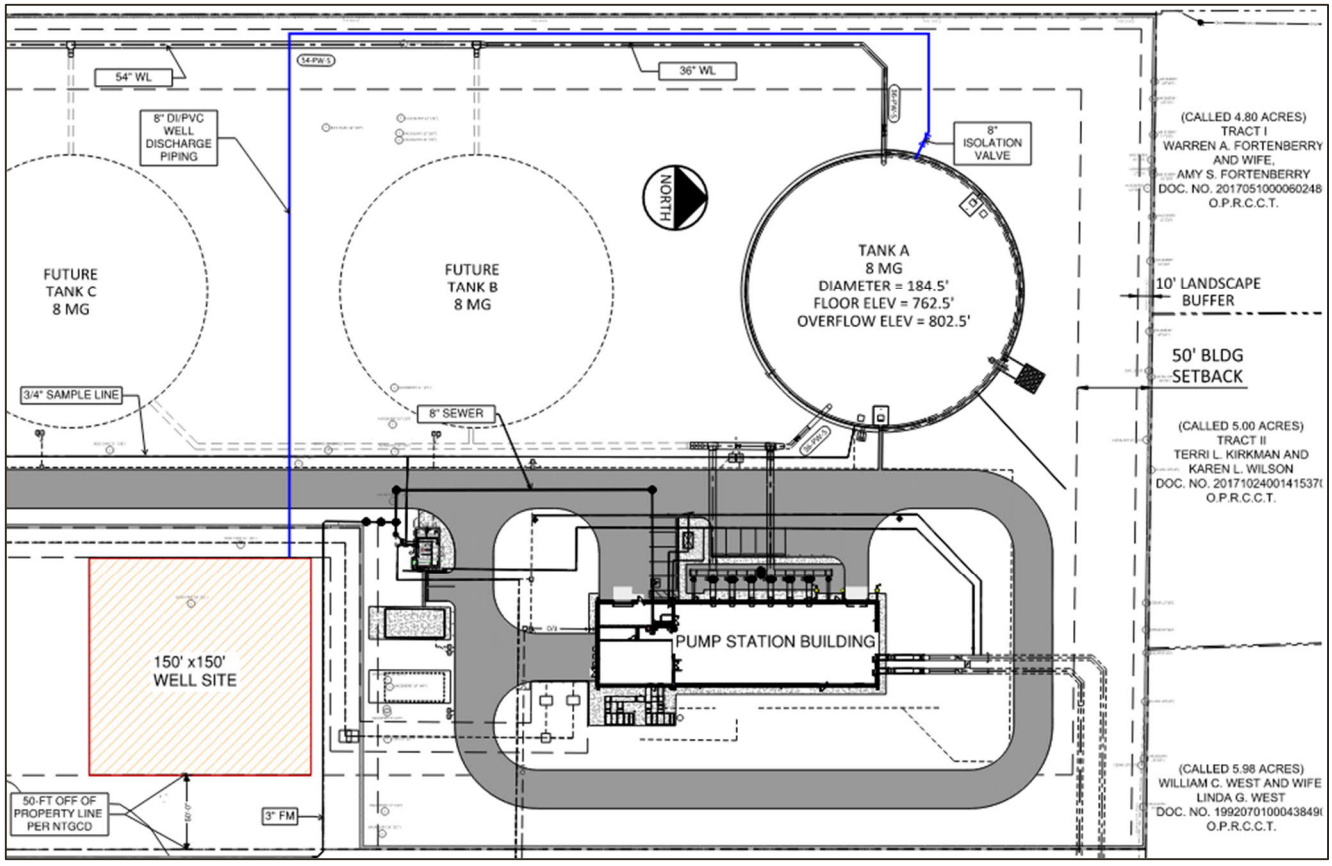


Figure 8. Potential well location on SEPS site

3.2.2 Tank Modifications

From the wellhead, approximately 170 linear feet (LF) of 8-inch PVC/ductile iron well discharge water line will extend to connect to the onsite ground storage tank (GST). The same modifications outlined in Section 3.1.2 for the CRPS tank would be required for the SEPS tank to accommodate the additional riser.

3.2.3 EST Site

In addition to exploring the feasibility of connecting groundwater at one of the City's existing GST sites, FNI also generally evaluated the incorporation of a well at an existing EST site, specifically using the Light Farms EST for this analysis.

The Light Farms EST site, situated at the intersection of CR82 and CR86 within the City's low pressure plane, currently accommodates a 2-MG EST. The City injects directly into their GSTs but lacks chemical injection capabilities for their ESTs. Consequently, discharging well water directly into the distribution system / EST is not feasible without prior chemical treatment. An analysis of the existing groundwater quality, the associated aquifer output, and the disinfection time required between the well and the EST is necessary. Without this analysis, it is uncertain, but it is likely that a separate GST will be required to facilitate the proper treatment of the groundwater prior to mixing with surface water in the distribution system. As illustrated in Figure 9, in addition to the well pumps, a set of booster pumps will be needed to pump the well discharge into the distribution system. These booster pumps will need to be sized to produce adequate pressure to feed the onsite EST and into the distribution system.

Implementing a well at an existing EST site is not recommended due to the costs associated with the additional infrastructure required to meet chemical mixing requirements.

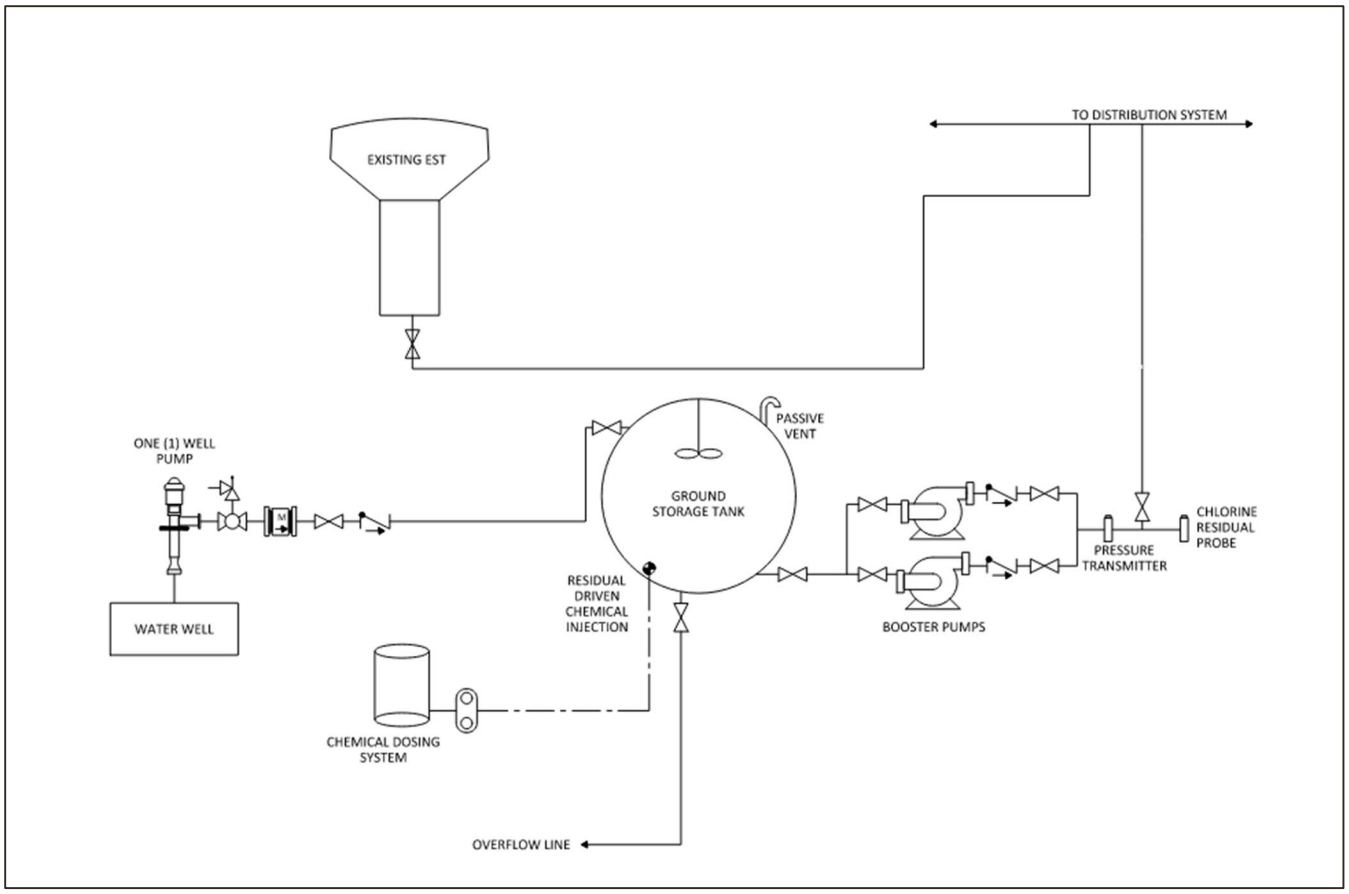


Figure 9. Process flow diagram

3.3 *Electrical System Analysis*

3.3.1 Utility Power

Both the CRPS and SEPS sites are served by the local electric utility, Oncor. A preliminary cost from Oncor for these improvements is still pending. Oncor will provide secondary service to the site via an underground three-phase distribution circuit. Oncor will be responsible for providing the step-down transformer to serve the water well pump. The Contractor will be responsible for providing a concrete equipment pad for the transformer. Power will be routed from the step-down utility transformer to the well pump via an underground duct bank. The secondary side of the transformer will provide 480V, 3-phase, 60-Hz to the well pump. Final determination of location, easement, size, site preparation, and other requirements will need further coordination with Oncor once the exact routing of their distribution line to the site has been determined.

3.3.2 Power Distribution

The electric service to the well site will be 480Y/277V, 3-phase, 60-Hz supplied from the electric Oncor's transformer. The estimated station maximum load is approximately 1000kVA. Utility transformer(s) will be provided to step the distribution line voltage down to 480Y/277V. The secondary side of the utility transformer provides power to a 1000A motor control center (MCC), comprised of a main breaker, feeder breakers, surge protection devices (SPDs), and power quality meters (PQMs) via a concrete encased underground duct bank.

3.3.3 Conductors and Conduit

Low voltage wiring will be XHHW-2 rated for cable tray and conduit runs. Conduit in duct banks encased in concrete will be Schedule 40 PVC, and the minimum conduit size in a duct bank will have a 2-inch diameter. All above grade conduit at the site will be aluminum. The electrical equipment at the well site such as the motor control center (MCC), SSRVS, step-down transformer and panelboard, and RTU cabinet, will be mounted on a unistrut-type equipment rack. A canopy will be provided over the unistrut-mounted electrical equipment, the electrical equipment will be rated for operating in a 50 deg C (122 F) environment, and will be in NEMA 3R steel enclosures. LED-type fixtures and a light switch will be provided under the canopy to illuminate the electrical equipment for maintenance purposes. A pole-mounted LED light fixture with photocell controls and a light switch will also be provided to illuminate the well pump area for maintenance and security purposes. Light trespass outside of property lines will be kept at a minimum with special consideration of glare towards the adjacent properties. If manholes or handholes are installed, drainage and/or sump pumps will be provided along with provision for soil shifting.

A conceptual one-line diagram is included in Figure 10.

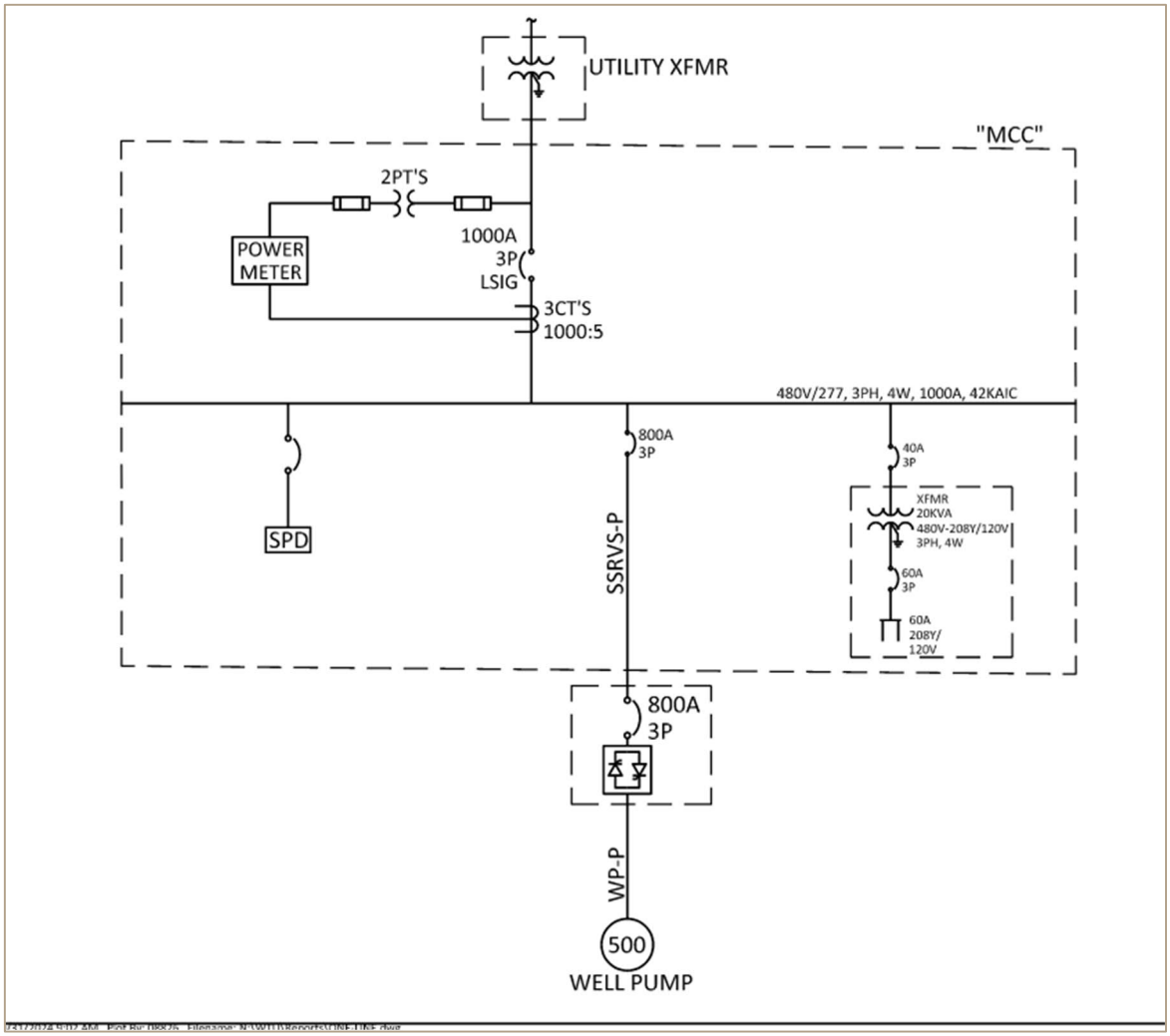


Figure 10. Conceptual well one-line

3.3.4 Motor Controllers

The pump at the well site will require a controller and electrical connections. The type of controller that is being considered is a solid-state reduced voltage soft-starters (SSRVS). A power factor capacitor will be added to meet Oncor's motor starting restrictions requirements. The type of controller that will be used will depend on the rated capacity of the well field. An SSRVS cannot control the speed of the motor, but can control the voltage, therefore reducing the inrush current in the range of 3.5 kVA/HP.

3.3.5 Instrumentation, SCADA, and Controls

A new SCADA remote terminal unit (RTU) cabinet will be installed at the well site. The well-site RTU cabinet will communicate directly via multi-mode fiber optic cable with the Celina Pump Station or Southeast Pump Station SCADA RTU cabinet, more coordination will be done during the final design. SCADA RTU cabinet at the well will contain the following:

- Fiber optic patch panel

- DC power supplies
- UPS
- Interposing relays
- Terminal strips for discrete, analog, and data highway signals

All field instrumentation and controls will be terminated in a remote terminal unit (RTU) cabinet located at the site. The well site will include as a minimum a pressure transmitter, magnetic flow meter and a hydrostatic level transmitter, etc. to monitor the discharge pressure, discharge flow, and well level. The pump controls in the motor starter will include a terminal strip to allow remote monitoring of Power Loss, Pump Run Status, Pump Seal Failure, Pump Thermal Over-temperature, and Pump Starter Trip.

The pump control logic for the well pump will reside in the motor starter and will use the signal from the submersible type of hydrostatic level transducer in the well to shut off the pump if the level gets too low. In local mode, the pump and pump control valve will be controlled locally from the soft-starter start/stop pushbuttons. In remote mode, the pump will be controlled remotely via the SCADA system operator workstation or the touchscreen located at the Pump Station SCADA RTU cabinet.

4.0 System Supply and Demand Analysis and Water Quality Considerations

4.1 *Supply and Demand Analysis*

As part of this analysis, FNI evaluated how the additional supply provided by the wells compares to the overall system demands. For this analysis FNI assumed that each well would produce 500-GPM. Figure 11 below illustrates how the addition of wells impacts the overall system supply.

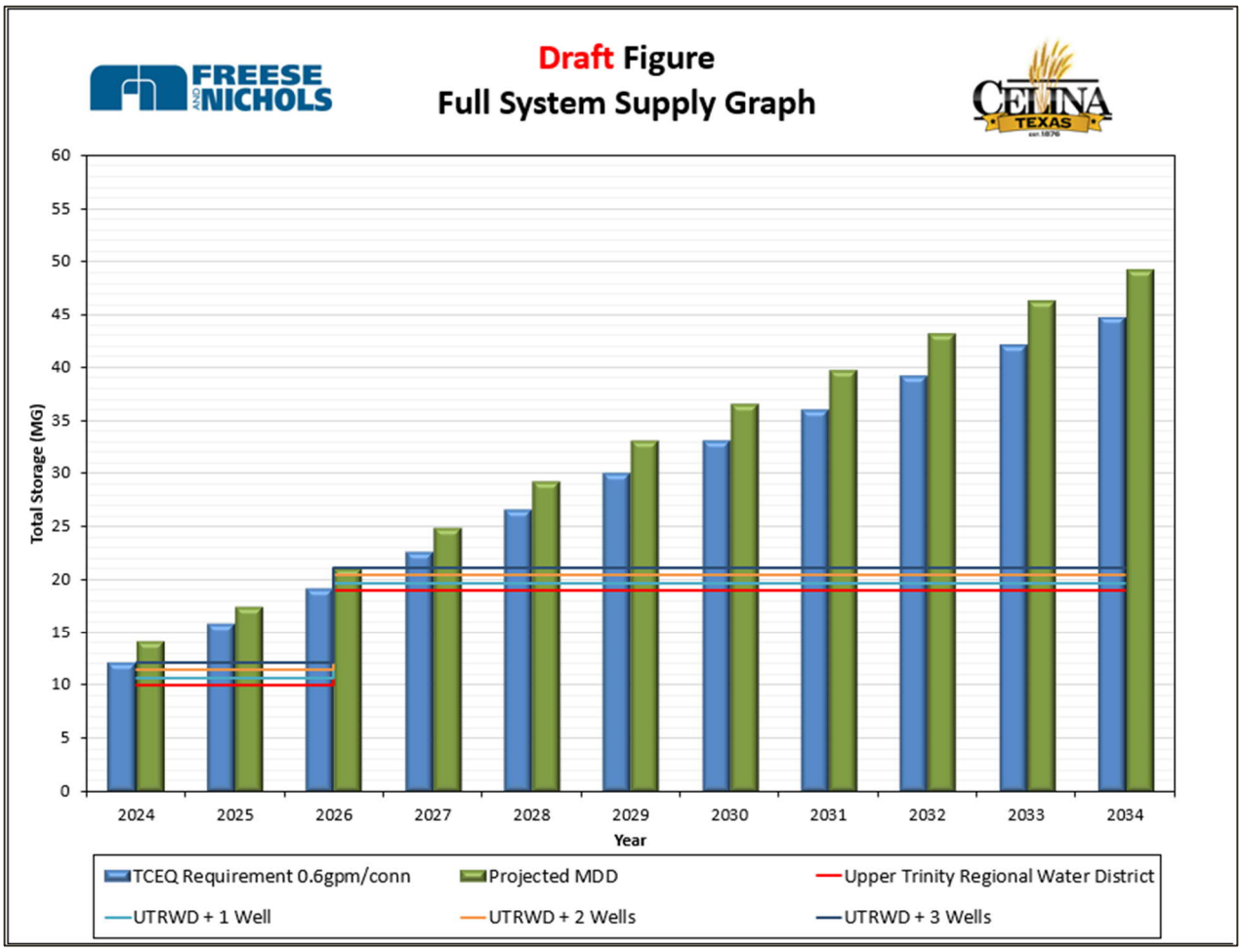


Figure 11. System supply graph

The figure includes the addition of 1, 2, and 3 wells as shown with the blue, orange, and red lines. As illustrated, even with the addition of 3 wells each producing 500-GPM (1,500-GPM, 2.16-MGD total), the projected maximum day demand (MDD) in 2027 exceeds the available supply from both UTRWD and the wells. Additionally, in 2027 the TCEQ connection requirement will also be exceeded.

4.2 *System Water Quality Considerations*

Mixing groundwater and treated potable surface water for a City's water supply presents several challenges, particularly concerning water quality, taste, odor, and regulatory compliance. Groundwater often contains higher mineral content, which can affect taste and odor when blended with surface water. The chemical composition of groundwater varies significantly compared to surface water and when blended together, can result in issues such as scaling, corrosion, and the formation of harmful disinfection byproducts.

If the City elects to pursue the addition of wells, the Texas Commission on Environmental Quality (TCEQ) requires an interconnection report when two public water systems are connected. A blending model and study is also recommended to estimate the water quality and corrosivity of the mixed water, helping to determine optimal blending ratios and necessary chemical treatments.

At the CRPS and SEPS sites the wells would be proposed to discharge into existing GSTs which include existing chemical injection and mixing systems. These systems are designed and sized around the expected treated potable surface water quality that UTRWD is delivering. If the wells were to also discharge groundwater into these GSTs then these existing chemical injection and mixing systems would need to be analyzed to determine if they can be modified to treat the new source water, ensure proper formation of chloramine, and sufficient disinfection of the raw groundwater prior to distribution. Depending on results of the blending study, additional processes or replacement of the chemical injection systems might be required.

5.0 Groundwater Modeling

Based on the distribution system integration evaluation in Section 3.0 , the Southeast Pump Station and a location approximately 1.5 miles to the east of the Celina Road Pump Station were chosen for potential new well sites.

Because of the proximity of the Celina Road Pump Station to the high-capacity Mustang SUD Well #12, a potential new well completed within the boundaries of the pump station would experience significant interference drawdown due to the Mustang SUD well. For this reason, the potential new well associated with this pump station is located near FM 428 and Dallas Parkway in the groundwater modeling discussed in this section. Although it is necessary for groundwater modeling purposes to choose a specific location, the potential well location is not limited to the specific location chosen. The potential new well location could be located anywhere in the vicinity and the model results would be very similar.

Based on area pumping test data, we have estimated aquifer properties in the area. We estimate an average hydraulic conductivity for the sands of the Trinity Aquifer in the area of 3.0 ft/d, and an estimated average net sand thickness of 140 feet. The estimated average transmissivity used in the model is therefore 3,141 gal/day/ft.

Test data suitable for estimating storativity data in the area are lacking, and so the Northern Trinity Woodbine Groundwater Availability storativity of 1.9×10^{-4} was used.

We have included active public supply wells in the model, in addition to the two new City of Celina potential well locations previously discussed.

Average annual pumping rates in acre-feet per year (AFY) for the wells included in the model are given in Table 4. The annual pumping for the Marillee SUD wells and Mustang SUD well 11 are based on the historical usage in the years 2014-2021 (the latest estimate available). Pumping estimates for Mustang SUD well 12 is based on the annual amount given in the North Texas Groundwater Conservation District production permit application.

Table 4. Average annual pumping for wells included in model

Well	Model Average Pumping (AFY)
Mustang SUD Well 11	145.3
Mustang SUD Well 12	456.8
Marilee SUD Well 3	129.1
Marilee SUD Well 5	129.1
Marilee SUD Well 6	129.1
Celina - Proposed SE Pump Station Well	403.5
Celina - Proposed Celina Rd. Pump Station Well	403.5

The amounts chosen for the potential new Celina wells reflect a peaking usage pattern, i.e., primarily pumping during the summer months.

Figure 12 and Figure 13 show the drawdown contours after one and five years pumping, respectively.

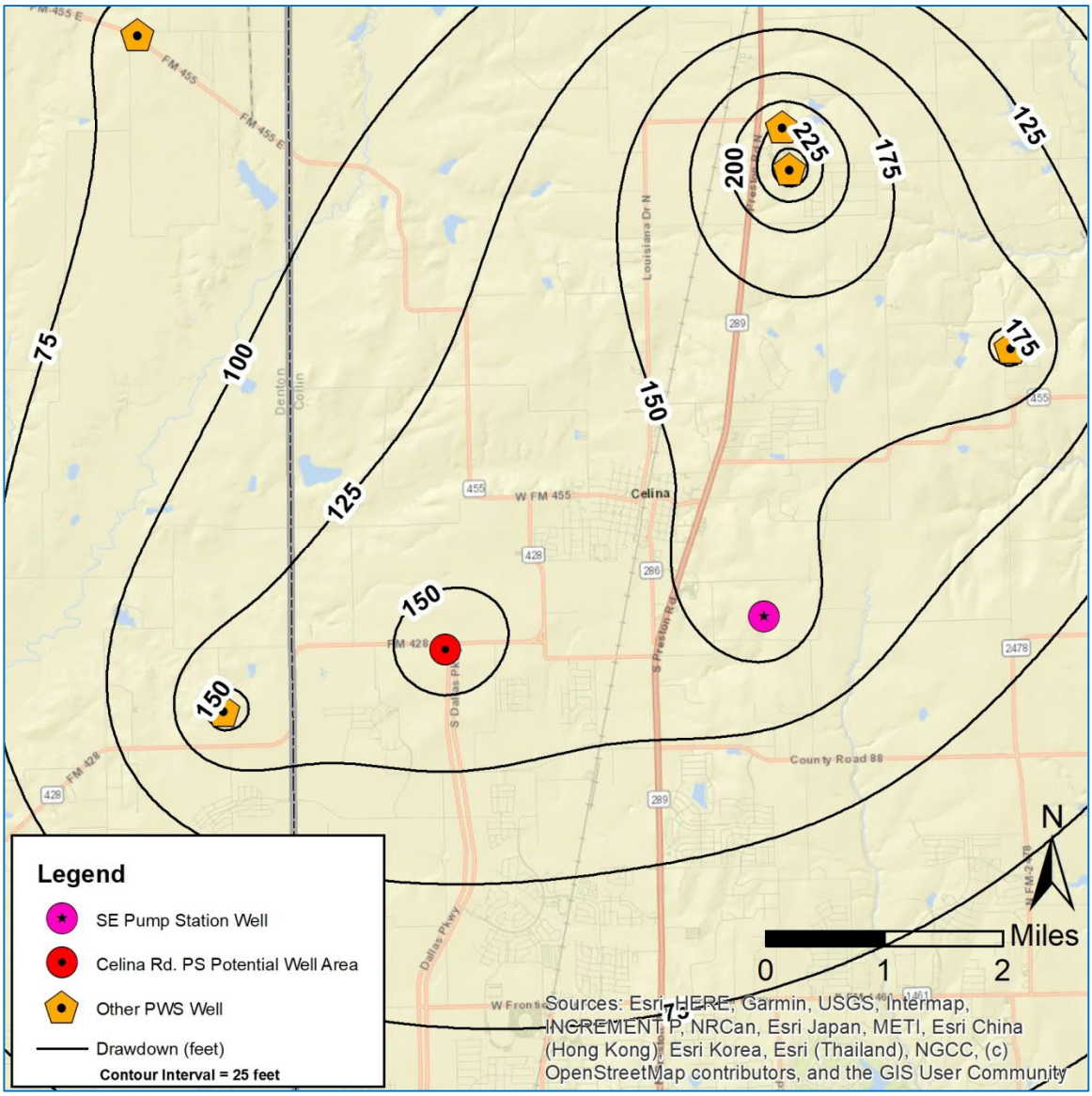


Figure 12. Estimated drawdown after 1 year pumping

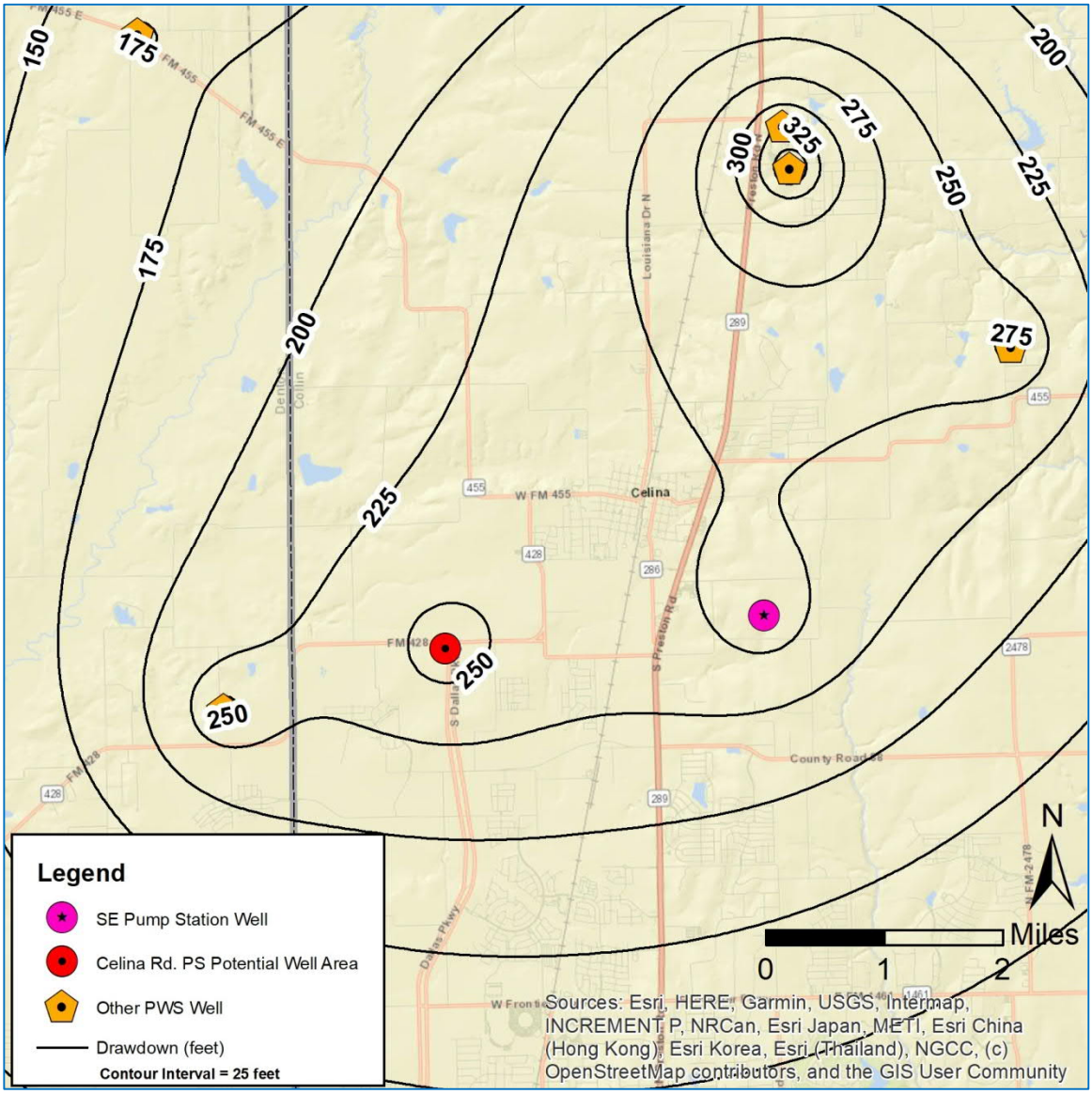


Figure 13. Estimated drawdown after 5 years pumping

After five years of pumping, water levels in the southern area of Celina where the two new wells are located are estimated to decrease approximately 225-250 feet, which is a moderate amount compared the available head of over 1,000 feet. In-well drawdown in both wells is expected to be approximately 415 feet after five years pumping.

6.0 Conceptual Designs and Cost Estimates

AGS has estimated the depth of the formations at both the Southeast Pump Station and Celina Road Pump Station potential new well locations. These and other relevant conceptual design details are presented in Table 5.

Table 5. Potential new lower Trinity Aquifer Public Water Supply Well Conceptual Design

Well Name	Est. Capacity Range (gpm)	Est. Current Static Water Level Depth (ft)	Est. Screened Interval Depth (ft)
Celina PS Potential Well	500 to 900	800	1,930 to 2,140
Southeast PS Potential Well	500 to 900	890	2,270 to 2,440

The conceptual well designs assume high capacity and a large amount of drawdown over the life of the well. They therefore include a 20-inch casing set to the top of the production interval, and 12-inch production casing and screen.

Conceptual designs for distribution system connection, electrical, and controls were previously presented in Section 3.0.

Conceptual construction cost estimates for the improvements required to construct and connect a well at the Celina Road Pump Station and the Southeast Pump Station are shown in Appendix A, and summarized in Table 6. The proposed project at Celina Road Pump Station is estimated at $6,138,952, while the project at the Southeast Pump Station is estimated at $6,177,318. These estimated costs encompass the wells, well pumps, well discharge piping, appurtenances, electrical equipment, and necessary modifications to the existing ground storage tank. These estimated costs do not include land acquisition, surveying, engineering, or legal costs.

Table 6. Conceptual cost estimate summary for potential new wells

Celina Road Pump Station	$6,138,952
Southeast Pump Station	$6,177,318

7.0 Conclusions

Two new wells can be completed in the lower Trinity Aquifer at the Southeast Pump Station, and near the Celina Road Pump Station, respectively. These wells would likely have a capacity in the 500-900 gpm range to supply additional water on a seasonal peaking basis. When modeled at average production rates of approximately 400 acre feet per year with existing active wells in the area, drawdowns are moderate in comparison to available aquifer head.

However, even with an additional 1,500 gpm from wells the projected maximum day demand for the City in 2027 exceeds the available supply from both UTRWD and the wells. Additionally, in 2027 the TCEQ connection requirement is projected to be exceeded.

Estimated capital costs for the well and connection infrastructure associated with the Celina Road Pump Station are estimated at $6.1M, and for the well at the Southeast Pump Station at $6.2M.

Mixing water from two sources (groundwater and UTWRD) is feasible but would require both a blending / corrosivity model and study as well as a TCEQ interconnection study and report. The results of these analyses could result in either modifications or replacements of the chemical injection systems at the CRPS and SEPS sites, which would be an additional capital cost.

APPENDIX A
Preliminary Opinions of Probable Construction Cost

Preliminary Construction Cost Estimate for Trinity Public Supply Well - Near Celina Rd Pump Station Location

Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	Mobilization & demobilization	1	Lump Sum	$450,000	$450,000
2	Pilot borehole & logging	2,200	Foot	$210	$462,000
3	20-inch casing installation and cementing	1,840	Foot	$755	$1,389,200
4	12-inch production casing and filter pack installation	300	Foot	$775	$232,500
5	Well development & testing	1	Lump Sum	$300,000	$300,000
6	Furnish and install 900 gpm well pump, motor, and appurtenances	1	Lump Sum	$1,100,000	$1,100,000

Subtotal	*$3,933,700*
Contingency (20%)	*$786,740*
Total	$4,720,440

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OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	City of Celina Well Evaluation	DATE	11/1/2024
CLIENT	AGS	GROUP	1153
% SUBMITTAL	Draft	PM	Jacob Pannell

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Matthew Myers		AGS24572

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ground Water Well Site (Celina Road Pump Station)					
1	8" PVC/DI Well Discharge Piping (Buried)	7832	LF	$ 38.00	$ 297,616
2	8" DI Tank Riser Pipe (Wall Brackets, Heat Trace, Insulation)	90	LF	$ 57.00	$ 5,130
3	8" Flow Meter	1	EA	$ 24,000.00	$ 24,000
4	Pressure Transmitter	1	EA	$ 1,000.00	$ 1,000
5	Tank Modifications (Concrete Pipe Supports, Concrete Curb, Core through Dome)	1	LS	$ 50,000.00	$ 50,000
Electrical					
6	1000A Switchboard	1	EA	$ 188,370.00	$ 188,370
7	500 HP Soft Starter	1	EA	$ 96,600.00	$ 96,600
8	Misc. Electrical (Grounding, Lights, Receptacles, ect.)	1	EA	$ 86,250.00	$ 86,250
9	Electrical Pullboxes	2	EA	$ 9,269.00	$ 18,538
10	Electrical Manholes	2	EA	$ 24,334.00	$ 48,668
11	Power System Study	1	LS	$ 23,000.00	$ 23,000
12	Instrumentation and SCADA	1	LS	$ 92,000.00	$ 92,000
13	Cable and Conduit	1	LS	$ 85,031.00	$ 85,031
14	Start-up and Testing	1	LS	$ 23,000.00	$ 23,000
		SUBTOTAL			$ 1,039,203
		CONTINGENCY		30%	$ 311,761
		SUBTOTAL			$ 1,350,964
		MOBILIZATION		5%	$ 67,548

PROJECT TOTAL (2024 COSTS)		**$ 1,418,512**
COST ESCALATION FACTOR	5.0%	$ 70,926
PROJECT TOTAL (2025 COSTS)		**$ 1,489,438**

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

NOTES:

1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to + 50.

2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.

Preliminary Construction Cost Estimate for Trinity Public Supply Well - Southeast Pump Station Location

Item	Description	Est. Qty.	Unit	Unit Price	Extended Amount
1	Mobilization & demobilization	1	Lump Sum	$450,000	$450,000
2	Pilot borehole & logging	2,500	Foot	$210	$525,000
3	20-inch casing installation and cementing	2,150	Foot	$755	$1,623,250
4	12-inch production casing and filter pack installation	290	Foot	$775	$224,750
5	Well development & testing	1	Lump Sum	$300,000	$300,000
6	Furnish and install 900 gpm well pump, motor, and appurtenances	1	Lump Sum	$1,100,000	$1,100,000

Subtotal	*$4,223,000*
Contingency (20%)	*$844,600*
Total	$5,067,600

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Practical results
Outstanding service

OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NAME	City of Celina Well Evaluation	DATE	11/1/2024
CLIENT	AGS	GROUP	1153
% SUBMITTAL	Draft	PM	Jacob Pannell

ESTIMATED BY	QC CHECKED BY	FNI PROJECT NUMBER
Matthew Myers		AGS24572

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
Ground Water Well Site (Southeast Pump Station)					
1	8" PVC/DI Well Discharge Piping (Buried)	890	LF	$ 38.00	$ 33,820
2	8" DI Tank Riser Pipe (Wall Brackets, Heat Trace, Insulation)	70	LF	$ 57.00	$ 3,990
3	8" Flow Meter	1	EA	$ 24,000.00	$ 24,000
4	Pressure Transmitter	1	EA	$ 1,000.00	$ 1,000
5	Tank Modifications (Concrete Pipe Supports, Concrete Curb, Core through Dome)	1	LS	$ 50,000.00	$ 50,000
Electrical					
6	1000A Switchboard	1	EA	$ 188,370.00	$ 188,370
7	500 HP Soft Starter	1	EA	$ 96,600.00	$ 96,600
8	Misc. Electrical (Grounding, Lights, Receptacles, ect.)	1	EA	$ 86,250.00	$ 86,250
9	Electrical Pullboxes	2	EA	$ 9,269.00	$ 18,538
10	Electrical Manholes	2	EA	$ 24,334.00	$ 48,668
11	Power System Study	1	LS	$ 23,000.00	$ 23,000
12	Instrumentation and SCADA	1	LS	$ 92,000.00	$ 92,000
13	Cable and Conduit	1	LS	$ 85,031.00	$ 85,031
14	Start-up and Testing	1	LS	$ 23,000.00	$ 23,000
		SUBTOTAL			$ 774,267
		CONTINGENCY		30%	$ 232,280
		SUBTOTAL			$ 1,006,547
		MOBILIZATION		5%	$ 50,327

PROJECT TOTAL (2024 COSTS)		**$ 1,056,874**
COST ESCALATION FACTOR	5.0%	$ 52,844
PROJECT TOTAL (2025 COSTS)		**$ 1,109,718**

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

NOTES:

1 FNI OPCC classified as an AACE Class 5 Estimate with accuracy range or -30 to + 50.

2 FNI OPCC does not include costs associated with engineering fees, permits, surveying, etc.

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:	Drew Jenks
Date:	April 8, 2025
Re:	Bid 2025-030 Public Works Phase 2 - Parking Lot

Action Requested:
Consider and act to award bid 2025-030 for the construction and installation of concrete paving at the Public Works facility to Hawk Builders, LLC., in the amount of $3,559,551.01 plus ten percent contingency in the amount of $355,955.10 for a total amount not to exceed $3,915,506.11. (Glasgow)

Background Information:
On March 24, 2025, the City received responses to bid 2025-030 for the construction of parking at the public works facility. The scope of work consists of approximately 21,000 square yards of reinforced concrete pavement, approximately 2,550 linear feet of water main, 1,270 linear feet of security fencing with entrance gates, a truss-style storage building with concrete slab, pavement striping, drainage improvements, grading, and associated appurtenances.

Purchasing completed an initial review and forwarded it to staff and the Engineer of Record. The engineer reviewed the submittal and verified the references.

Legal Review:
Contract has been previously reviewed and approved.

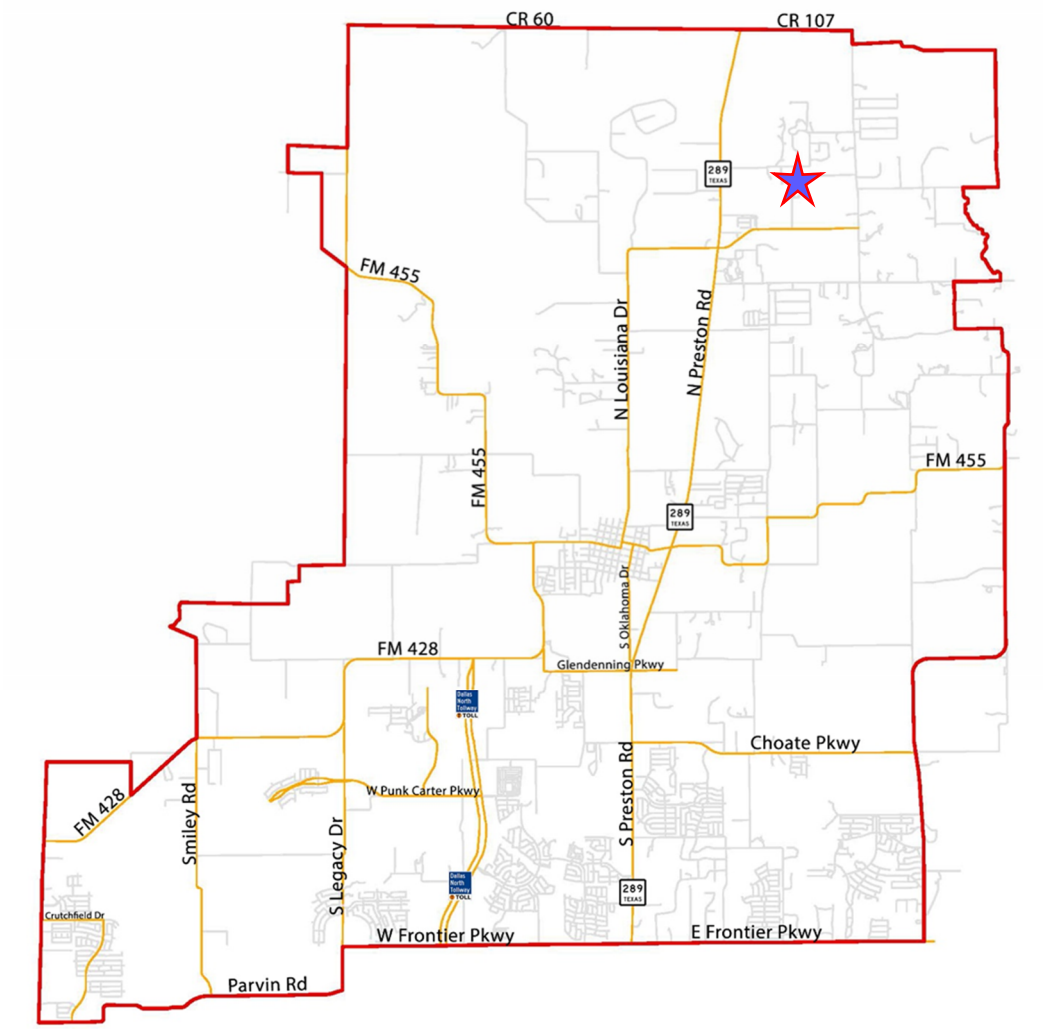
Supporting Documents:
1. LOCATION MAP
2. 2025-030 Agreement with Hawk Builders - Partially
3. Agenda Recap Final
4. Bid Tabulation by Line Item

5. IX -B-Public Works Phase 2-Parking Lot-Council Presentation 4.2.25

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

Staff Recommendation:
Staff recommends awarding bid 2025-030 as presented.

LOCATION MAP



SECTION 00410

EJCDC STANDARD FORM OF AGREEMENT

BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

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

ARTICLE 1 – WORK

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

City of Celina
Public Works Renovation Phase 2- Parking
BID 2025-030

ARTICLE 2 – THE PROJECT

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

The Public Works Parking Lot project consists of approximately 21,000 square yards of reinforced concrete pavement, approximately 2,550 linear feet of water main, 1,270 linear feet of security fencing with entrance gates, truss-style storage building with concrete slab, pavement striping, drainage improvements, grading, and associated appurtenances.

ARTICLE 3 – ENGINEER

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

ARTICLE 4 – CONTRACT TIMES

4.01 Time of the Essence

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

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the General Conditions and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER $500 for each day that expires after the time

specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER $500 for each day that expires after the time specified in paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

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

For all Work other than Unit Price Work, a Lump sum of: **$3,559,551.01**

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

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

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

6.02 Progress Payments; Retainage

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

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER may determine or OWNER may withhold, in accordance with paragraph 14.02 of the General Conditions:

   a. ***95%*** of Work completed (with the balance being retainage).

   b. ***95%*** of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to ***95%*** of the Work completed, less such amounts as ENGINEER shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less ***100%*** of ENGINEER's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

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

ARTICLE 7 – INTEREST

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

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

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

1. This Agreement;
2. Performance Bond;
3. Payment Bond;
4. Maintenance Bond;
5. General Conditions;
6. Supplementary Conditions;
7. Specification as listed in the table of contents of the Project Manual;
8. Drawings;
9. All Addenda;
10. Exhibits to this Agreement:
    a. CONTRACTOR'S Bid Response;
    b. CONTRACTOR'S Insurance
    c. Documentation submitted by CONTRACTOR prior to Notice of Award

11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:

    a. Written Amendments;

    b. Work Change Directives;

    c. Change Order(s).

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

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

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

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

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

10.02 Assignment of Contract

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

10.03 Successors and Assigns

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

10.04 Severability

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

10.05 Contractor's Certifications

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

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

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

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

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

EXECUTED in single or multiple originals with an effective date of **April 9th, 2025**

CITY OF CELINA, TEXAS	**CONTRACTOR**
	Seton Hawkins (Mar 31, 2025 12:16 CDT)
	Seton Hawkins Printed Name & Title
	03/31/2025 Date
Date	
Address for giving notices:	Address for giving notices:
City of Celina **142 N. Ohio** **Celina, TX 75009** **469-813-4194** **contracts@celina-tx.gov**	Hawk Builders P.O. Box 158 Gunter, TX 75058 shawkins@hawkbuildersdev.com 214-934-1149

EJCDC® C-410, Bid Form for Construction Contract.
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2025-030 Addendum 7
Hawk Builders, LLC
Supplier Response

Event Information

Number: 2025-030 Addendum 7
Title: Public Works Renovation Phase 2 - Parking
Type: Invitation to Bid
Issue Date: 2/14/2025
Deadline: 3/24/2025 10:00 AM (CT)
Notes: The construction project includes:

The Public Works Parking Lot project consists of approximately 21,000 square yards of reinforced concrete pavement, approximately 2,550 linear feet of water main, 1,270 linear feet of security fencing with entrance gates, truss-style storage building with concrete slab, pavement striping, drainage improvements, grading, and associated appurtenances.

Budget Estimate: $4 Million

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

Contact Information

Contact: Ryan Quigley
Address: Purchasing
142 N Ohio St
Celina, TX 75009
Phone: (940) 208-0128
Email: rquigley@celina-tx.gov

Hawk Builders, LLC Information

Contact: Seton Hawkins
Address: 301 W Main St
Gunter, TX 75058
Phone: (214) 934-1149
Email: info@hawkbuildersdev.com

Undersigned affirms: 1. They have read and understood the requirements of this request; 2. They are duly authorized to sign and submit this response on behalf of the firm named in this submittal. 3. The proposal has not been prepared in collusion with any other proposer. The contents of the proposal as it relates to the pricing, terms, or conditions of this proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business before the official opening of this proposal.

Seton Riley Hawkins
Signature

shawkins@hawkbuildersdev.com
Email

Submitted at 3/24/2025 09:50:38 AM (CT)

Requested Attachments

Bid Bond

Bid bond Executed.pdf

Download Form from the Attachments Tab Complete Form Upload Form Here Must be sealed, bond # included, and power of attorney.

00-401 Non Resident Bidder Form

Section 00401 Contractor Compliance to State Law.pdf

Complete the Non Resident Bidder form located in the Attachments Tab and upload here.

00-403 Contractor Compliance to Texas Sales Tax Code

Section 00403 Texas Sales Tax Code.pdf

Download Form from the Attachments; Complete Form; and Upload Form Here

00-410 Experience Record

Section 00410 Experience Record.pdf

Download Form from the Attachments Tab; Complete Form; and Upload Form Here

CIQ - Conflict of Interest

CIQ Form Executed.pdf

Complete the CIQ form located in the Attachments Tab and upload here. If no conflicts exist please still complete boxes 1 and 7.

W9

Hawk Builders W-9.pdf

Complete the W9 form located in the Attachments Tab and upload here. Please ensure that form is signed.

Form 1295

Form 1295 Executed.pdf

Complete the form 1295 electronically and upload the signed form here. Instructions on how to do so can be found in the attributes.

Bid Attributes

1	**Bid Bond** 1.) A copy of the bond shall be uploaded; **and** 2.) The original must be submitted, upon request, to Purchasing within 3 business days.

2 Mobilization

Mobilization shall be subsidiary to the contract line items

3 Substantial Completion

Substantial Completion = 240 calendar days

☑ Acknowledge

4 Completion - Ready for Final Payment

Completion = 270 calendar days

☑ Acknowledge

5 Procore

The City of Celina utilizes Procore Software to manage construction projects. **All communication including RFI's, submittals including payment application and change orders, as well as project scheduling will be submitted and processed electronically through the software.**

All Payment applications must be processed through procore and submitted no later than the 10th day of each month for the previous full month.

Example:

All work completed for August 1 - 31, 2023 is due by September 10, 2023

Please acknowledge below your agreement to use Procore and to submit payment applications in a timely manner.

☑ I agree to utilize the City's Procore Software.

6 ACH

All payments will be made via ACH. Please complete the form and submit it to W9@celina-tx.gov **ONLY** if awarded the contract or if you are an existing vendor who would like ACH. Payment terms are Net 30 unless otherwise specified by the City in this solicitation.

7 Electronic Submission

The City strongly requests that bidders submit responses electronically. Electronic bidding eliminates errors, unnecessary work, and is friendlier to the environment.

8 Celina Design and Construction Standards

https://www.celina-tx.gov/1069/Engineering-Design-and-Construction-Stan

9 Liquidated Damages

Liquidated Damages will be applied as follows.

Amount of Contract	Amount of Liquidated Damages
Less than $500,000	$500 per day
$500,000 to $1,000,000	$1,000 per day
$1,000,000 to $5,000,000	$2,000 per day
Greater than $5,000,000	$2,500 per day

10 Sub-Contractor Payments

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

I agree to pay Subcontractors within 10 Calander days.

11 **Bid Acceptance**

All bids will remain subject to acceptance for a period of 90 days.

12 **Retracting Your Bid - Making Modifications after submission.**

Modification to or Withdrawal of Submission
Submissions cannot be altered or amended after the submission deadline passes. Submissions may be modified prior to the deadline by retracting the response. To modify a submission prior to the submission deadline:

1. Log into your account, click the retract link at the top of the page.
    - Select "NO BID" if you are choosing **not** to re-submit; or
    - **Make the required changes and resubmit your response.**
    - See the help section in the top right of the window for further details.

13 **Local Preference Policy**

The purpose of this policy is to comply with Sections 271.905 and 271.9051 of the Texas Local Government Code to allow for consideration of a bidder's principal place of business in the award of a competitively bid contract.

This application for local preference consideration does not mean that the City of Celina is limiting responses to the competitive bid process to only businesses located within the City limits. All bids are welcome and encouraged.

Vendors must submit an application with each solicitation. The decision to approve or deny consideration shall be at the discretion of the City Council.

Applications for local preference may downloaded from the City's Procurement website located here.

14 **Non-Collusion**

I certify as the respondent and submitter for this solicitation that:

1. That I am the person responsible in my firm and named in this bid response for the price(s) and the amount of this bid.
2. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
3. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be discussed before bid opening.
4. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
5. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
6. My firm, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State of Texas or Federal Antitrust law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

☑ I certify that the statement is accurate and true.

15 **Contact Person**

Name and Title

Seton Hawkins, President

16 **Contact Person Phone**

(903) 335-1919

17 **Contact Person Email**

shawkins@hawkbuildersdev.com

18 **Main Office Location**

301 West Main St Gunter, tX 75058

19 **Years in Business**

6

20 **Office Location**

Please list your corporate office location and any branch locations in Texas.

301 West Main St Gunter, TX 75058

21 **Business Name**

Has your business operated under the same name? If no, under what former name has your organization operated?

Hawk Builders, LLC

22 **Binding Official**

The name of the binding official granted the power to execute agreements.

Seton Hawkins

23 **Binding Official Email Address**

shawkins@hawkbuildersdev.com

24 **Licensing**

List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable. Type N/A if not.

General Contracting

25 **SB 252**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not provide supplies or services to a foreign terrorist organization.

☑ I certify that the statement is accurate and true.

26 **HB 89 ISRAEL**

By checking the box, you, the authorized representative for the submitting firm, certify that you have not and will not boycott Israel during the term of this contract.

☑ I certify that the statement is accurate and true.

27 **SB 13 Boycotting Energy Companies**

By checking the box, I the authorized representative for the submitting firm certify for this solicitation that:

1. My firm does not boycott energy companies; and
2. My firm, if awarded this solicitation, will not boycott energy companies during the term of this contract.

☑ I certify that the statement is accurate and true.

28 **SB 19 Firearm and ammunition industries**

In accordance with SB 19, I certify as the respondent and submitter for this solicitation that:

1. I am the person responsible in my firm and named in this bid response.
2. I do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and
3. I will not discriminate during the term of the contract against a firearm entity or firearm trade association.

☑ I certify that the statement is accurate and true.

29 **Felony Conviction**

State in the space provided one of the following:

1. My firm is a publicly held corporation, therefore this reporting requirement is not applicable.
2. My firm is **NOT** owned or operated by anyone who has been convicted of a felony.
3. My firm is owned or operated by the following individual(s) who has/have been convicted of a Felony. Include the individual(s) name and details of the conviction.

2

30 **Risk 1: Taxes - Local**

Has your business/company/organization fulfilled all of its obligations relating to the payment of City taxes, fees, or other obligations if applicable?
If no, please enclose details.

Yes

31 **Risk 2: Taxes - State/Federal**

Has your business/company/organization fulfilled all of its obligations relating to the payment of Federal and State taxes, fees, or other obligations?
If No, please enclose details.

Yes

32 **Risk 3: Audit/Investigation**

In the last five (5) years, has your business/company/organization, been or currently involved in any action, audit or investigation brought by any federal government agency or authority or by any state or local governmental agency? If yes, please enclose details.

No

33 **Risk 4: Debarrment**

In the last five (5) years, has your business/company/organization been debarred or suspended for any reason by any federal, state or local government or has refrained from bidding on a project due to an agreement with such governmental agency? If yes, please attach a full explanation.

N0

34 **Risk 5: Bonding**

In the past five (5) years, has your business/company/organization had its surety called upon to complete any contract, whether government or private sector? If yes, please enclose details.

No

35 **Risk 6: Licensing**

In the past five (5) years, has your business/company/organization had a revocation, suspension or disbarment of any business or professional permit and/or license? If yes, please enclose details.

No

36 **Risk 7 Contract Default**

Has your business/company/organization ever defaulted on a contract for the general type of services/product being sought by the City?
If yes, please enclose details.

N0

37 **Risk 8 Contract Termination**

Has your business/company/organization ever had a contract for the general type of services/product sought by the City terminated for non-compliance or inadequate performance? If yes, please enclose details.

N0

38 **Risk 9 Claims and Suits**

Are there any judgments, claims, arbitration proceedings or suits filed or outstanding against your organization or its officers for the last five (5) years? If yes, please detail.

N0

39 **Risk 10 Claims and Suits**

Within the last five (5) years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a contract? If the answer is yes, please attach details.

N0

40 **Subcontracting**

List subcontractors that you may use for these specifications? If none, write N/A

potts concrete, Spagnola Excavation, Soutco electrical

41 **Risk 11 Claims and Suits**

Has your organization filed any lawsuits or requested arbitration with regards to design or construction contracts within the last five (5) years? If the answer is yes, please detail.

No

42 **Sub-Contractor Payments**

All contracts in which there is a subcontractor involved, must agree to making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

Provide a statement that you agree to this requirement.

I will pay subs within 10 days

43	**Noise Ordinance** Article 8.04 sets time limits for noise during construction. Specifically, 8) Construction activities. Construction and construction related activities within the city **shall not begin earlier than 7:00 a.m. nor continue after 7:00 p.m. on any day.** The construction related activity includes but is not limited to the maintenance, servicing and fueling of construction equipment The delivery of construction related materials and/or equipment shall also be limited to the above noted hours. It is the responsibility of the developer/contractor to use good judgment when scheduling work in construction zones located in close proximity to residences, schools, churches, businesses, etc. This is to ensure that citizens are not subjected to undesirable or excessive construction noise. At locations where voluntary compliance is not being observed the city may issue written stop-work orders or may issues citations if it is determined that a violation of the ordinance exists. (Ordinance 2020-53 adopted 8/11/2020) Confirm

44

Environmental Laws

By acknowledgement below, the awarded vendor agrees to abide by all Federal, State and Local environmental laws including but not limited to the following:

Air Emissions

- Strive to minimize vehicle & equipment idling and shall comply with any current or future ordinance regarding idling.
- Ensure their staff is trained in the proper use of handling all materials and chemicals in order to minimize air emissions.
- Avoid open burning of waste materials.
- Cover or wet down dry materials and rubbish to prevent blowing dust and debris.

Drainage

- Do not pump or dump water containing contaminated materials into waterways, sewer or drainage systems.

Dust Control

- Keep public roadways clean and free of mud unless closed to through traffic in accordance with authorized traffic control plans.
- Install a Mud Mat at the construction access site.

Energy Consumption

- Use energy efficient equipment and work practices (turn off lights and equipment when not in use) when undertaking work on City projects.

Erosion & Sedimentation Control

- Ensure work near water and environmental sensitive areas follows all requirements and permits.
- Be responsible for implementing and maintaining erosion and sediment control measures, when required by specification.

Spill Prevention

- All spills must be reported immediately and proper reporting to all required agencies including City staff.
- All spills shall be controlled, contained, and cleaned as soon as possible.

Waste Management

- When possible, contractors and supplies should employ the “reduce, reuse, and recycle”, principles when working on the City projects to help minimize the amount of waste produced and sent to the landfill.
- Do not bury waste materials.
- All waste shall be disposed of per Federal, State, and Local laws & regulations.

Management of Chemicals

- Hazardous materials brought to and removed from a work site shall be managed in accordance with all Federal, State and local laws & regulations.
- All containers must be properly labeled.
- All paint is low-odor, low VOC.
- Material Safety Data Sheets must be maintained on site.

Noise

- Minimize noise onsite resulting from work activities whenever practical.
- Adhere to required working hours.
- Use vehicles and equipment with properly working muffling devices.

Confirm

45

Public or Private

Is your business publicly traded?

No

46 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

None

47 **Ex-Parte Communication**

To ensure the fair evaluation of a solicitation, the City prohibits communication (e.g., unsolicited) initiated by the Respondent to City personnel outside the Procurement Department during the solicitation and evaluation period. The appropriate City designee will initiate communication between a Respondent and the City to obtain information or clarification needed to develop an accurate evaluation of the solicitation.
Ex parte communication may be grounds for disqualifying the offending Respondent from consideration for award.

48 **Certificate of Interested Parties Electronic Filing Form 1295**

In 2015, the Texas Legislature adopted house bill 1295, which added section 2252.908 of the Government Code. The law states that teh City may not enter into this contract unless the COntractor submits a disclosure of interested parties Form 1295 to the City at the time the Contractor submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the commission. The Contractor shall:

1. Log onto the State Ethics Commission website at:
https://www.ethics.state.tx.us/filinginfo/1295/
2. Register utilizing the tutorial provided by the State
3. Print a copy of the completed Form 1295
4. Sign the Form 1295
5. Attach the signed form to the response attachment tab of the solicitation
6. The City will acknowledge the form of the awarded bidder no later than 30 days after the Council award.

☑ Acknowledge

49 **Insurance**

By selecting the box below, I agree that I have read and understand the insurance requirements detailed in the Insurance Requirements document and that I have or will obtain the required insurance and maintain it for the duration of this contract. The City will register the winning bidder's insurance with MyCOI for verfication and tracking. When registration is complete, myCOI will request proof of insurance directly from your agent(s).

Work may not begin until contracts are in place, insurance verified and the purchase order and/or a notice to proceed issued.

Note:
1. It is critical that your email address and agents email are accurate.
2. Please add @mycoitracking.com to your safe sender list.

☑ I agree and will maintain the required insurance.

50 **State of Texas**

My company is authorized to transact business in the State of Texas. If you are a sole proprietor and are not registered with the state please select "Sole Proprietor".
Go to the Texas Taxable Entity Search https://mycpa.cpa.state.tx.us/coa/
Enter the Tax ID or Entity Name or File Number
Select the "search" button
Select the "details" button next to your company's name
Check that the "Right to Transact Business in Texas" is active

☑ I Agree

☑ Sole Proprietor

51 **Addendum 1**

Please acknowledge receipt of addendum 1.

☑ I acknowledge receipt of Addendum 1

52	**Addendum 2** Please acknowledge receipt of addendum 2. ☑ I acknowledge receipt of Addendum.
53	**Addendum 3** Please acknowledge receipt of addendum 3. ☑ I acknowledge receipt of Addendum 3
54	**Addendum 4** Please acknowledge receipt of addendum 4. ☑ I acknowledge receipt of Addendum 4
55	**Addendum 6** Please acknowledge receipt of addendum 6. ☑ I acknowledge receipt of Addendum 4
56	**Addendum 7** **Please acknowledge receipt of Addendum 7.** Addendum 7 has been added to modify line 1.38 from 850 CY to a fixed price of $125,000. I acknowledge receipt of Addendum 7.

Bid Lines

1 Package Header

Base bid

Quantity: 1 Total: $3,365,481.31

Package Items

1.1 Excavation and Grading

Quantity: 1 UOM: LS Price: $51,496.00 Total: $51,496.00

1.2 7-Inch Reinforced Concrete Pavement

Quantity: 21002 UOM: SY Price: $72.41 Total: $1,520,754.82

1.3 8-Inch Flex Base

Quantity: 22111 UOM: SY Price: $8.29 Total: $183,300.19

1.4 4-Inch Solid Single White Line

Quantity: 5310 UOM: LF Price: $0.69 Total: $3,663.90

1.5 Accessible Symbol

Quantity: 4 UOM: EA Price: $600.00 Total: $2,400.00

1.6 ADA Accessible Parking Sign

Quantity: 4 UOM: EA Price: $457.74 Total: $1,830.96

1.7 ADA Compliant Ramp

Quantity: 1 UOM: EA Price: $2,288.70 Total: $2,288.70

1.8 Fire Lane Striping

Quantity: 4062 UOM: LF Price: $0.69 Total: $2,802.78

1.9 8-Foot High Security Fence (Designmaster)

Quantity: 1270 UOM: LF Price: $189.28 Total: $240,385.60

1.10 Remove Existing Fencing

Quantity: 4000 UOM: LF Price: $1.43 Total: $5,720.00

1.11 Remove Existing Pavement

Quantity: 4644 UOM: SY Price: $11.09 Total: $51,501.96

1.12 Twenty Four Inch (24-in) Water Main

Quantity: 84 UOM: LF Price: $234.90 Total: $19,731.60

1.13 Twelve Inch (12-in) Water Main

Quantity: 2201 UOM: LF Price: $97.67 Total: $214,971.67

1.14 Eight Inch (8-in) Water Main

Quantity: 54 UOM: LF Price: $108.98 Total: $5,884.92

1.15 Six Inch (6-in) Water Main

Quantity: 204 UOM: LF Price: $70.37 Total: $14,355.48

1.16 24-Inch Butterfly Valve

Quantity: 1 UOM: EA Price: $20,417.47 Total: $20,417.47

1.17 12-Inch Gate Valve

Quantity: 11 UOM: EA Price: $3,534.89 Total: $38,883.79

1.18 8-Inch Gate Valve

Quantity: 3 UOM: EA Price: $3,849.59 Total: $11,548.77

1.19 6-Inch Gate Valve

Quantity: 5 UOM: EA Price: $2,550.18 Total: $12,750.90

1.20 Fire Hydrant Assembly

Quantity: 4 UOM: EA Price: $6,992.66 Total: $27,970.64

1.21 Ductile Iron Fittings

Quantity: 4 UOM: TON Price: $8,308.66 Total: $33,234.64

1.22 2-Inch Water Service Connection

Quantity: 2 UOM: EA Price: $4,887.51 Total: $9,775.02

1.23 Trench Protection for Water Lines

Quantity: 2550 UOM: LF Price: $1.77 Total: $4,513.50

1.24 Connection to Existing Water Line

Quantity: 2 UOM: EA Price: $5,093.50 Total: $10,187.00

1.25 24-Inch Class III Reinforced Concrete Pipe

Quantity: 230 UOM: LF Price: $142.70 Total: $32,821.00

1.26 30-Inch Class III Reinforced Concrete Pipe

Quantity: 44 UOM: LF Price: $301.18 Total: $13,251.92

1.27 Type C Sloped Headwall for 24-Inch

Quantity: 6 UOM: EA Price: $7,415.38 Total: $44,492.28

1.28 6-Inch HP Storm Drain Pipe

Quantity: 130 UOM: LF Price: $79.93 Total: $10,390.90

1.29 8-Inch HP Storm Drain Pipe

Quantity: 330 UOM: LF Price: $31.49 Total: $10,391.70

1.30 Stormwater Manhole

Quantity: 2 UOM: EA Price: $12,404.74 Total: $24,809.48

1.31 Stormwater Headwall

Quantity: 1 UOM: EA Price: $8,674.17 Total: $8,674.17

1.32 Underground Electrical

Quantity: 2360 UOM: LF Price: $61.79 Total: $145,824.40

1.33 Double-Gate Security Entrance

Quantity: 2 UOM: EA Price: $20,980.49 Total: $41,960.98

1.34 Single-Gate Security Entrance

Quantity: 1 UOM: EA Price: $20,980.49 Total: $20,980.49

1.35 Solar Powered Lighting Assembly

Quantity: 6 UOM: EA Price: $8,635.26 Total: $51,811.56

1.36 Storage Building Driveway (Flexbase)

Quantity: 1095 UOM: SY Price: $43.90 Total: $48,070.50

1.37 Truss Storage Building

Quantity: 1 UOM: LS Price: $161,353.21 Total: $161,353.21

1.38 Reinforced Concrete Slab for Storage Building

Quantity: 1 UOM: LS Price: $125,000.00 Total: $125,000.00

1.39 Bulk Material Storage Bin Blocks

Quantity: 1 UOM: LS Price: $54,928.75 Total: $54,928.75

1.40 6-Inch Split Steel Encasement Pipe

Quantity: 100 UOM: LF Price: $86.97 Total: $8,697.00

1.41 Spare 4-Inch Conduits

Quantity: 400 UOM: LF Price: $22.89 Total: $9,156.00

1.42 Temporary Security Fencing

Quantity: 1270 UOM: LF Price: $5.72 Total: $7,264.40

1.43 Hydromulch

Quantity: 6800 UOM: SY Price: $2.57 Total: $17,476.00

1.44 Silt Fence

Quantity: 3240 UOM: LF Price: $1.77 Total: $5,734.80

1.45 Traffic Control

Quantity: 1 UOM: LS Price: $2,860.87 Total: $2,860.87

1.46 Stabilized Construction Entrance

Quantity: 1 UOM: EA Price: $8,010.44 Total: $8,010.44

1.47 SWPPP

Quantity: 1 UOM: LS Price: $3,433.05 Total: $3,433.05

1.48 Project Sign

Quantity: 1 UOM: EA Price: $2,288.70 Total: $2,288.70

1.49 Remove Existing Culvert

Quantity: 460 UOM: LF Price: $33.54 Total: $15,428.40

2 Package Header

Alternates

Quantity: 1 UOM: EA Total: $265,244.70

Package Items

2.1 Storage Building Driveway (Reinforced Concrete)

Quantity: 1095 UOM: SY Unit Price: $69.26 Total: $75,839.70

2.2 Storage Building Driveway (HMAC)

Quantity: 1095 UOM: SY Unit Price: $65.00 Total: $71,175.00

2.3 Cantilever Material Storage Racks

Quantity: 1 UOM: LS Unit Price: $31,275.00 Total: $31,275.00

2.4 Storage Building Lighting

Quantity: 1 UOM: LS Unit Price: $86,955.00 Total: $86,955.00

3 *Package deleted as part of an Addendum*

Response Total: $3,630,726.01

CITY OF CELINA
SOLICITATION RECAP

SOLICITATION #: 2025-030
SOLICITATION NAME: Public Works Renovation Phase 2-parking
PROJECT #: B34

Bid Opening Date	3/24/25	Bid Opening Time:	10:00 AM

Number of Invitations Sent/Vendors Notified:	952
Number of Submissions:	13
Number of Non-Responsive Bids:	0
Number of Responsive Bids:	13
Number of No Bids	10
Did any vendor apply for Local Preference? (Y/N)	No

Review/Evaluation:
An initial review was completed by Purchasing to determine the responsiveness of each bidder. All thirteen responses were sent to the department and the engineer of record for further review and recommendation.

Recommendation:
Upon completion of the review, the department recommends the lowest responsible vendor(s):

Recommended Vendor(s):	Hawk Builders
Contract Term:	270 Calendar days

Submitted By

3/25/25
Date

Bid 2025-030 Public Works Renovation Phase 2 - Parking				Hawk Builders, LLC		McMahon Contracting LP		J&L Construction, LLC.		J.C. Commercial, Inc.		A&C Construction, Inc.		Tegrity Contractors		NAE Contracting		Modern Contractors (Modern Contractors, Inc.)		Taurus Commercial, Inc.		North Texas Contracting, Inc.		Ratliff Hardscape, Ltd		AUI Partners, LLC		2L Construction, LLC	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
Base Bid																													
1.1	Excavation and Grading	1	LS	$ 51,496.00	$ 51,496.00	$ 107,253.96	$ 107,253.96	$ 89,099.00	$ 89,099.00	$ 258,352.65	$ 258,352.65	$ 124,372.00	$ 124,372.00	$ 131,459.95	$ 131,459.95	$ 140,038.33	$ 140,038.33	$ 151,061.75	$ 151,061.75	$ 190,128.93	$ 190,128.93	$ 312,000.00	$ 312,000.00	$ 144,600.00	$ 144,600.00	$ 90,336.00	$ 90,336.00	$ 250,000.00	$ 250,000.00
1.2	7-Inch Reinforced Concrete Pavement	21002	SY	$ 72.41	$ 1,520,754.82	$ 60.89	$ 1,278,811.78	$ 64.85	$ 1,361,979.70	$ 59.26	$ 1,244,578.52	$ 62.00	$ 1,302,124.00	$ 70.95	$ 1,490,091.90	$ 65.24	$ 1,370,170.48	$ 71.44	$ 1,500,382.88	$ 80.95	$ 1,700,111.90	$ 70.00	$ 1,470,140.00	$ 72.00	$ 1,512,144.00	$ 79.88	$ 1,677,639.76	$ 81.50	$ 1,711,663.00
1.3	8-Inch Flex Base	22111	SY	$ 8.29	$ 183,300.19	$ 23.58	$ 521,377.38	$ 12.67	$ 280,146.37	$ 18.34	$ 405,515.74	$ 20.00	$ 442,220.00	$ 20.82	$ 460,351.02	$ 23.07	$ 510,100.77	$ 20.67	$ 457,034.37	$ 24.60	$ 543,930.60	$ 25.00	$ 552,775.00	$ 22.00	$ 486,442.00	$ 25.56	$ 565,157.16	$ 24.00	$ 530,664.00
1.4	4-Inch Solid Single White Line	5310	LF	$ 0.69	$ 3,663.90	$ 1.67	$ 8,867.70	$ 0.76	$ 4,035.60	$ 0.57	$ 3,026.70	$ 1.00	$ 5,310.00	$ 0.52	$ 2,761.20	$ 1.13	$ 6,000.30	$ 1.88	$ 9,982.80	$ 1.68	$ 8,920.80	$ 1.50	$ 7,965.00	$ 0.50	$ 2,655.00	$ 2.15	$ 11,416.50	$ 1.90	$ 10,089.00
1.5	Accessible Symbol	4	EA	$ 600.00	$ 2,400.00	$ 250.88	$ 1,003.52	$ 953.75	$ 3,815.00	$ 68.75	$ 275.00	$ 500.00	$ 2,000.00	$ 46.00	$ 184.00	$ 1,814.95	$ 7,259.80	$ 399.60	$ 1,598.40	$ 391.39	$ 1,565.56	$ 400.00	$ 1,600.00	$ 600.00	$ 2,400.00	$ 883.07	$ 3,532.28	$ 520.00	$ 2,080.00
1.6	ADA Accessible Parking Sign	4	EA	$ 457.74	$ 1,830.96	$ 1,172.98	$ 4,691.92	$ 595.00	$ 2,380.00	$ 123.75	$ 495.00	$ 500.00	$ 2,000.00	$ 247.25	$ 989.00	$ 872.93	$ 3,491.72	$ 199.80	$ 799.20	$ 5,186.02	$ 20,744.08	$ 200.00	$ 800.00	$ 600.00	$ 2,400.00	$ 1,471.78	$ 5,887.12	$ 920.00	$ 3,680.00
1.7	ADA Compliant Ramp	1	EA	$ 2,288.70	$ 2,288.70	$ 4,404.25	$ 4,404.25	$ 3,784.00	$ 3,784.00	$ 2,750.00	$ 2,750.00	$ 1,500.00	$ 1,500.00	$ 1,150.00	$ 1,150.00	$ 1,900.32	$ 1,900.32	$ 3,333.76	$ 3,333.76	$ 1,213.33	$ 1,213.33	$ 5,000.00	$ 5,000.00	$ 3,600.00	$ 3,600.00	$ 2,943.57	$ 2,943.57	$ 3,300.00	$ 3,300.00
1.8	Fire Lane Striping	4062	LF	$ 0.69	$ 2,802.78	$ 2.49	$ 10,114.38	$ 1.55	$ 6,296.10	$ 0.48	$ 1,949.76	$ 1.00	$ 4,062.00	$ 0.52	$ 2,112.24	$ 1.88	$ 7,636.56	$ 0.97	$ 3,940.14	$ 1.68	$ 6,824.16	$ 1.00	$ 4,062.00	$ 1.00	$ 4,062.00	$ 1.74	$ 7,067.88	$ 2.00	$ 8,124.00
1.9	8-Foot High Security Fence (Designmaster)	1270	LF	$ 189.28	$ 240,385.60	$ 117.51	$ 149,237.70	$ 178.47	$ 226,656.90	$ 129.80	$ 164,846.00	$ 96.00	$ 121,920.00	$ 113.85	$ 144,589.50	$ 123.09	$ 156,324.30	$ 91.70	$ 116,459.00	$ 85.39	$ 108,445.30	$ 90.00	$ 114,300.00	$ 111.00	$ 140,970.00	$ 98.66	$ 125,298.20	$ 126.00	$ 160,020.00
1.10	Remove Existing Fencing	4000	LF	$ 1.43	$ 5,720.00	$ 2.62	$ 10,480.00	$ 2.07	$ 8,280.00	$ 3.30	$ 13,200.00	$ 5.00	$ 20,000.00	$ 3.03	$ 12,120.00	$ 8.60	$ 34,400.00	$ 3.01	$ 12,040.00	$ 7.66	$ 30,640.00	$ 6.00	$ 24,000.00	$ 6.00	$ 24,000.00	$ 6.77	$ 27,080.00	$ 6.00	$ 24,000.00
1.11	Remove Existing Pavement	4644	SY	$ 11.09	$ 51,501.96	$ 12.60	$ 58,514.40	$ 4.29	$ 19,922.76	$ 5.78	$ 26,842.32	$ 7.00	$ 32,508.00	$ 1.24	$ 5,758.56	$ 9.62	$ 44,675.28	$ 1.23	$ 5,712.12	$ 7.88	$ 36,594.72	$ 8.00	$ 37,152.00	$ 22.00	$ 102,168.00	$ 12.68	$ 58,885.92	$ 30.00	$ 139,320.00
1.12	Twenty Four Inch (24-in) Water Main	84	LF	$ 234.90	$ 19,731.60	$ 345.65	$ 29,034.60	$ 204.57	$ 17,183.88	$ 192.50	$ 16,170.00	$ 550.00	$ 46,200.00	$ 356.50	$ 29,946.00	$ 244.92	$ 20,573.28	$ 364.12	$ 30,586.08	$ 334.48	$ 28,096.32	$ 240.00	$ 20,160.00	$ 543.00	$ 45,612.00	$ 365.00	$ 30,660.00	$ 255.00	$ 21,420.00
1.13	Twelve Inch (12-in) Water Main	2201	LF	$ 97.67	$ 214,971.67	$ 95.89	$ 211,053.89	$ 102.36	$ 225,294.36	$ 82.50	$ 181,582.50	$ 95.00	$ 209,095.00	$ 98.90	$ 217,678.90	$ 138.16	$ 304,090.16	$ 99.33	$ 218,625.33	$ 90.98	$ 200,246.98	$ 120.00	$ 264,120.00	$ 171.00	$ 376,371.00	$ 101.26	$ 222,873.26	$ 150.00	$ 330,150.00
1.14	Eight Inch (8-in) Water Main	54	LF	$ 108.98	$ 5,884.92	$ 78.05	$ 4,214.70	$ 85.37	$ 4,609.98	$ 60.50	$ 3,267.00	$ 82.00	$ 4,428.00	$ 80.50	$ 4,347.00	$ 94.20	$ 5,086.80	$ 93.66	$ 5,057.64	$ 61.50	$ 3,321.00	$ 100.00	$ 5,400.00	$ 136.00	$ 7,344.00	$ 82.42	$ 4,450.68	$ 105.00	$ 5,670.00
1.15	Six Inch (6-in) Water Main	204	LF	$ 70.37	$ 14,355.48	$ 66.90	$ 13,647.60	$ 82.05	$ 16,738.20	$ 66.00	$ 13,464.00	$ 52.00	$ 10,608.00	$ 69.00	$ 14,076.00	$ 81.64	$ 16,654.56	$ 72.14	$ 14,716.56	$ 67.09	$ 13,686.36	$ 90.00	$ 18,360.00	$ 108.00	$ 22,032.00	$ 70.65	$ 14,412.60	$ 90.00	$ 18,360.00
1.16	24-Inch Butterfly Valve	1	EA	$ 20,417.47	$ 20,417.47	$ 31,889.00	$ 31,889.00	$ 20,083.00	$ 20,083.00	$ 27,500.00	$ 27,500.00	$ 85,000.00	$ 85,000.00	$ 32,844.00	$ 32,844.00	$ 21,101.16	$ 21,101.16	$ 32,892.38	$ 32,892.38	$ 23,483.12	$ 23,483.12	$ 30,000.00	$ 30,000.00	$ 40,680.00	$ 40,680.00	$ 33,627.29	$ 33,627.29	$ 22,100.00	$ 22,100.00
1.17	12-Inch Gate Valve	11	EA	$ 3,534.89	$ 38,883.79	$ 5,597.30	$ 61,570.30	$ 5,359.45	$ 58,953.95	$ 5,500.00	$ 60,500.00	$ 8,625.00	$ 94,875.00	$ 5,773.00	$ 63,503.00	$ 8,729.35	$ 96,022.85	$ 5,757.28	$ 63,330.08	$ 5,550.57	$ 61,056.27	$ 7,000.00	$ 77,000.00	$ 8,136.00	$ 89,496.00	$ 5,910.68	$ 65,017.48	$ 6,700.00	$ 73,700.00
1.18	8-Inch Gate Valve	3	EA	$ 3,849.59	$ 11,548.77	$ 3,411.90	$ 10,235.70	$ 3,758.33	$ 11,274.99	$ 3,483.34	$ 10,450.02	$ 6,900.00	$ 20,700.00	$ 3,519.00	$ 10,557.00	$ 4,961.28	$ 14,883.84	$ 3,588.74	$ 10,766.22	$ 3,159.04	$ 9,477.12	$ 4,000.00	$ 12,000.00	$ 5,424.00	$ 16,272.00	$ 3,602.92	$ 10,808.76	$ 4,000.00	$ 12,000.00
1.19	6-Inch Gate Valve	5	EA	$ 2,550.18	$ 12,750.90	$ 2,308.05	$ 11,540.25	$ 2,736.40	$ 13,682.00	$ 2,310.00	$ 11,550.00	$ 5,175.00	$ 25,875.00	$ 2,380.50	$ 11,902.50	$ 3,642.46	$ 18,212.30	$ 2,534.57	$ 12,672.85	$ 2,795.61	$ 13,978.05	$ 3,000.00	$ 15,000.00	$ 4,068.00	$ 20,340.00	$ 2,437.27	$ 12,186.35	$ 3,300.00	$ 16,500.00
1.20	Fire Hydrant Assembly	4	EA	$ 6,992.66	$ 27,970.64	$ 8,758.33	$ 35,033.32	$ 6,637.50	$ 26,550.00	$ 10,340.00	$ 41,360.00	$ 15,000.00	$ 60,000.00	$ 9,983.25	$ 39,933.00	$ 8,540.95	$ 34,163.80	$ 8,968.05	$ 35,872.20	$ 10,511.51	$ 42,046.04	$ 13,000.00	$ 52,000.00	$ 12,204.00	$ 48,816.00	$ 9,248.68	$ 36,994.72	$ 9,700.00	$ 38,800.00
1.21	Ductile Iron Fittings	4	TON	$ 8,308.66	$ 33,234.64	$ 13,129.13	$ 52,516.52	$ 10,366.00	$ 41,464.00	$ 19,387.50	$ 77,550.00	$ 15,000.00	$ 60,000.00	$ 13,541.25	$ 54,165.00	$ 18,840.32	$ 75,361.28	$ 13,443.52	$ 53,774.08	$ 18,888.29	$ 75,553.16	$ 1,000.00	$ 4,000.00	$ 13,560.00	$ 54,240.00	$ 13,864.19	$ 55,456.76	$ 8,700.00	$ 34,800.00
1.22	2-Inch Water Service Connection	2	EA	$ 4,887.51	$ 9,775.02	$ 3,846.75	$ 7,693.50	$ 4,589.50	$ 9,179.00	$ 13,310.00	$ 26,620.00	$ 5,175.00	$ 10,350.00	$ 3,967.50	$ 7,935.00	$ 4,396.08	$ 8,792.16	$ 3,938.87	$ 7,877.74	$ 2,627.88	$ 5,255.76	$ 10,000.00	$ 20,000.00	$ 5,424.00	$ 10,848.00	$ 4,062.12	$ 8,124.24	$ 8,800.00	$ 17,600.00
1.23	Trench Protection for Water Lines	2550	LF	$ 1.77	$ 4,513.50	$ 2.23	$ 5,686.50	$ 2.07	$ 5,278.50	$ 1.10	$ 2,805.00	$ 10.00	$ 25,500.00	$ 2.30	$ 5,865.00	$ 6.28	$ 16,014.00	$ 2.28	$ 5,814.00	$ 3.94	$ 10,047.00	$ 1.00	$ 2,550.00	$ 7.20	$ 18,360.00	$ 2.35	$ 5,992.50	$ 3.50	$ 8,925.00
1.24	Connection to Existing Water Line	2	EA	$ 5,093.50	$ 10,187.00	$ 8,362.50	$ 16,725.00	$ 1,852.00	$ 3,704.00	$ 6,228.75	$ 12,457.50	$ 4,025.00	$ 8,050.00	$ 8,625.00	$ 17,250.00	$ 3,140.05	$ 6,280.10	$ 8,562.75	$ 17,125.50	$ 3,857.95	$ 7,715.90	$ 15,000.00	$ 30,000.00	$ 13,560.00	$ 27,120.00	$ 8,830.70	$ 17,661.40	$ 12,300.00	$ 24,600.00
1.25	24-Inch Class III Reinforced Concrete Pipe	230	LF	$ 142.70	$ 32,821.00	$ 117.08	$ 26,928.40	$ 136.18	$ 31,321.40	$ 127.60	$ 29,348.00	$ 120.00	$ 27,600.00	$ 120.75	$ 27,772.50	$ 95.35	$ 21,930.50	$ 132.29	$ 30,426.70	$ 129.72	$ 29,835.60	$ 170.00	$ 39,100.00	$ 237.60	$ 54,648.00	$ 123.63	$ 28,434.90	$ 240.00	$ 55,200.00
1.26	30-Inch Class III Reinforced Concrete Pipe	44	LF	$ 301.18	$ 13,251.92	$ 167.25	$ 7,359.00	$ 216.45	$ 9,523.80	$ 176.00	$ 7,744.00	$ 167.00	$ 7,348.00	$ 172.50	$ 7,590.00	$ 128.00	$ 5,632.00	$ 223.15	$ 9,818.60	$ 178.92	$ 7,872.48	$ 200.00	$ 8,800.00	$ 374.00	$ 16,456.00	$ 176.61	$ 7,770.84	$ 415.00	$ 18,260.00
1.27	Type C Sloped Headwall for 24-Inch	6	EA	$ 7,415.38	$ 44,492.28	$ 3,846.75	$ 23,080.50	$ 2,029.50	$ 12,177.00	$ 2,805.00	$ 16,830.00	$ 6,000.00	$ 36,000.00	$ 3,967.50	$ 23,805.00	$ 5,386.72	$ 32,320.32	$ 4,604.86	$ 27,629.16	$ 2,851.53	$ 17,109.18	$ 3,000.00	$ 18,000.00	$ 6,102.00	$ 36,612.00	$ 4,062.12	$ 24,372.72	$ 4,100.00	$ 24,600.00
1.28	6-Inch HP Storm Drain Pipe	130	LF	$ 79.93	$ 10,390.90	$ 44.60	$ 5,798.00	$ 55.18	$ 7,173.40	$ 44.00	$ 5,720.00	$ 23.00	$ 2,990.00	$ 46.00	$ 5,980.00	$ 36.76	$ 4,778.80	$ 58.84	$ 7,649.20	$ 44.73	$ 5,814.90	$ 75.00	$ 9,750.00	$ 56.00	$ 7,280.00	$ 47.10	$ 6,123.00	$ 96.00	$ 12,480.00
1.29	8-Inch HP Storm Drain Pipe	330	LF	$ 31.49	$ 10,391.70	$ 46.83	$ 15,453.90	$ 32.75	$ 10,807.50	$ 71.50	$ 23,595.00	$ 28.00	$ 9,240.00	$ 48.30	$ 15,939.00	$ 43.50	$ 14,355.00	$ 58.33	$ 19,248.90	$ 72.69	$ 23,987.70	$ 80.00	$ 26,400.00	$ 82.00	$ 27,060.00	$ 48.45	$ 15,988.50	$ 130.00	$ 42,900.00
1.30	Stormwater Manhole	2	EA	$ 12,404.74	$ 24,809.48	$ 7,002.20	$ 14,004.40	$ 5,415.50	$ 10,831.00	$ 7,194.00	$ 14,388.00	$ 15,000.00	$ 30,000.00	$ 7,222.00	$ 14,444.00	$ 5,470.94	$ 10,941.88	$ 8,597.00	$ 17,194.00	$ 7,313.33	$ 14,626.66	$ 6,000.00	$ 12,000.00	$ 5,424.00	$ 10,848.00	$ 7,394.24	$ 14,788.48	$ 9,800.00	$ 19,600.00
1.31	Stormwater Headwall	1	EA	$ 8,674.17	$ 8,674.17	$ 1,728.25	$ 1,728.25	$ 4,270.00	$ 4,270.00	$ 2,062.50	$ 2,062.50	$ 3,000.00	$ 3,000.00	$ 1,782.50	$ 1,782.50	$ 5,903.26	$ 5,903.26	$ 3,482.19	$ 3,482.19	$ 2,096.71	$ 2,096.71	$ 3,000.00	$ 3,000.00	$ 5,424.00	$ 5,424.00	$ 1,825.01	$ 1,825.01	$ 1,000.00	$ 1,000.00
1.32	Underground Electrical	2360	LF	$ 61.79	$ 145,824.40	$ 27.54	$ 64,994.40	$ 52.53	$ 123,970.80	$ 53.46	$ 126,165.60	$ 45.00	$ 106,200.00	$ 36.55	$ 86,258.00	$ 48.67	$ 114,861.20	$ 41.02	$ 96,807.20	$ 27.61	$ 65,159.60	$ 20.00	$ 47,200.00	$ 11.00	$ 25,960.00	$ 193.41	$ 456,447.60	$ 24.00	$ 56,640.00
1.33	Double-Gate Security Entrance	2	EA	$ 20,980.49	$ 41,960.98	$ 47,474.79	$ 94,949.58	$ 57,312.00	$ 114,624.00	$ 88,424.05	$ 176,848.10	$ 36,000.00	$ 72,000.00	$ 60,161.10	$ 120,322.20	$ 21,980.37	$ 43,960.74	$ 69,323.45	$ 138,646.90	$ 58,501.34	$ 117,002.68	$ 60,000.00	$ 120,000.00	$ 87,000.00	$ 174,000.00	$ 66,094.22	$ 132,188.44	$ 50,000.00	$ 100,000.00
1.34	Single-Gate Security Entrance	1	EA	$ 20,980.49	$ 20,980.49	$ 49,822.70	$ 49,822.70	$ 31,434.00	$ 31,434.00	$ 69,944.60	$ 69,944.60	$ 22,000.00	$ 22,000.00	$ 46,041.40	$ 46,041.40	$ 16,328.28	$ 16,328.28	$ 54,068.63	$ 54,068.63	$ 46,485.79	$ 46,485.79	$ 50,000.00	$ 50,000.00	$ 72,120.00	$ 72,120.00	$ 50,995.50	$ 50,995.50	$ 48,000.00	$ 48,000.00
1.35	Solar Powered Lighting Assembly	6	EA	$ 8,635.26	$ 51,811.56	$ 8,786.69	$ 52,720.14	$ 13,007.33	$ 78,043.98	$ 8,003.24	$ 48,019.44	$ 8,395.00	$ 50,370.00	$ 7,360.00	$ 44,160.00	$ 11,323.03	$ 67,938.18	$ 7,801.61	$ 46,809.66	$ 1,953.28	$ 11,719.68	$ 5,000.00	$ 30,000.00	$ 14,220.00	$ 85,320.00	$ 6,083.37	$ 36,500.22	$ 20,000.00	$ 120,000.00
1.36	Storage Building Driveway (Flexbase)	1095	SY	$ 43.90	$ 48,070.50	$ 19.92	$ 21,812.40	$ 15.83	$ 17,333.85	$ 22.67	$ 24,823.65	$ 50.00	$ 54,750.00	$ 6.83	$ 7,478.85	$ 28.24	$ 30,922.80	$ 6.78	$ 7,424.10	$ 35.08	$ 38,412.60	$ 25.00	$ 27,375.00	$ 16.00	$ 17,520.00	$ 26.88	$ 29,433.60	$ 24.00	$ 26,280.00
1.37	Truss Storage Building	1	LS	$ 161,353.21	$ 161,353.21	$ 155,694.14	$ 155,694.14	$ 197,156.00	$ 197,156.00	$ 153,600.70	$ 153,600.70	$ 165,000.00	$ 165,000.00	$ 160,582.55	$ 160,582.55	$ 175,386.96	$ 175,386.96	$ 159,423.56	$ 159,423.56	$ 156,148.42	$ 156,148.42	$ 170,000.00	$ 170,000.00	$ 168,000.00	$ 168,000.00	$ 164,412.24	$ 164,412.24	$ 160,000.00	$ 160,000.00
1.38	Reinforced Concrete Slab for Storage Building	1	LS	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00	$ 125,000.00
1.39	Bulk Material Storage Bin Blocks	1	LS	$ 54,928.75	$ 54,928.75	$ 70,634.28	$ 70,634.28	$ 74,504.00	$ 74,504.00	$ 56,554.30	$ 56,554.30	$ 70,000.00	$ 70,000.00	$ 106,950.00	$ 106,950.00	$ 12,560.21	$ 12,560.21	$ 101,611.30	$ 101,611.30	$ 103,996.86	$ 103,996.86	$ 100,000.00	$ 100,000.00	$ 66,912.00	$ 66,912.00	$ 58,871.30	$ 58,871.30	$ 80,000.00	$ 80,000.00
1.40	6-Inch Split Steel Encasement Pipe	100	LF	$ 86.97	$ 8,697.00	$ 203.83	$ 20,383.00	$ 178.64	$ 17,864.00	$ 192.50	$ 19,250.00	$ 230.00	$ 23,000.00	$ 230.00	$ 23,000.00	$ 439.61	$ 43,961.00	$ 228.34	$ 22,834.00	$ 111.82	$ 11,182.00	$ 200.00	$ 20,000.00	$ 156.00	$ 15,600.00	$ 353.23	$ 35,323.00	$ 230.00	$ 23,000.00
1.41	Spare 4-Inch Conduits	400	LF	$ 22.89	$ 9,156.00	$ 20.07	$ 8,028.00	$ 19.00	$ 7,600.00	$ 31.90	$ 12,760.00	$ 25.00	$ 10,000.00	$ 12.67	$ 5,068.00	$ 18.21	$ 7,284.00	$ 34.25	$ 13,700.00	$ 12.31	$ 4,924.00	$ 30.00	$ 12,000.00	$ 48.00	$ 19,200.00	$ 44.15	$ 17,660.00	$ 24.00	$ 9,600.00
1.42	Temporary Security Fencing	1270	LF	$ 5.72	$ 7,264.40	$ 9.31	$ 11,823.70	$ 10.30	$ 13,081.00	$ 4.02	$ 5,105.40	$ 10.00	$ 12,700.00	$ 5.46	$ 6,934.20	$ 12.56	$ 15,951.20	$ 6.85	$ 8,699.50	$ 4.92	$ 6,248.40	$ 20.00	$ 25,400.00	$ 3.60	$ 4,572.00	$ 9.27	$ 11,772.90	$ 7.00	$ 8,890.00
1.43	Hydromulch	6800	SY	$ 2.57	$ 17,476.00	$ 3.35	$ 22,780.00	$ 2.31	$ 15,708.00	$ 1.29	$ 8,772.00	$ 3.00	$ 20,400.00	$ 5.78	$ 39,304.00	$ 2.26	$ 15,368.00	$ 5.74	$ 39,032.00	$ 4.92	$ 33,456.00	$ 2.00	$ 13,600.00	$ 4.20	$ 28,560.00	$ 1.13	$ 7,684.00	$ 3.00	$ 20,400.00
1.44	Silt Fence	3240	LF	$ 1.77	$ 5,734.80	$ 1.87	$ 6,058.80	$ 5.28	$ 17,107.20	$ 3.30	$ 10,692.00	$ 3.00	$ 9,720.00	$ 2.25	$ 7,290.00	$ 2.76	$ 8,942.40	$ 4.15	$ 13,446.00	$ 1.88	$ 6,091.20	$ 5.00	$ 16,200.00	$ 6.00	$ 19,440.00	$ 1.82	$ 5,896.80	$ 4.00	$ 12,960.00
1.45	Traffic Control	1	LS	$ 2,860.87	$ 2,860.87	$ 15,653.96	$ 15,653.96	$ 17,864.00	$ 17,864.00	$ 2,200.00	$ 2,200.00	$ 10,000.00	$ 10,000.00	$ 11,500.00	$ 11,500.00	$ 12,560.21	$ 12,560.21	$ 18,770.00	$ 18,770.00	$ 15,096.32	$ 15,096.32	$ 9,000.00	$ 9,000.00	$ 37,800.00	$ 37,800.00	$ 17,661.39	$ 17,661.39	$ 12,500.00	$ 12,500.00
1.46	Stabilized Construction Entrance	1	EA	$ 8,010.44	$ 8,010.44	$ 2,957.13	$ 2,957.13	$ 5,474.00	$ 5,474.00	$ 8,250.00	$ 8,250.00	$ 3,500.00	$ 3,500.00	$ 3,306.25	$ 3,306.25	$ 3,014.45	$ 3,014.45	$ 4,281.38	$ 4,281.38	$ 5,689.36	$ 5,689.36	$ 7,000.00	$ 7,000.00	$ 4,320.00	$ 4,320.00	$ 2,943.57	$ 2,943.57	$ 3,000.00	$ 3,000.00
1.47	SWPPP	1	LS	$ 3,433.05	$ 3,433.05	$ 2,935.79	$ 2,935.79	$ 6,206.00	$ 6,206.00	$ 825.00	$ 825.00	$ 5,500.00	$ 5,500.00	$ 4,025.00	$ 4,025.00	$ 12,560.21	$ 12,560.21	$ 6,964.37	$ 6,964.37	$ 1,243.91	$ 1,243.91	$ 5,000.00	$ 5,000.00	$ 13,200.00	$ 13,200.00	$ 5,887.13	$ 5,887.13	$ 6,000.00	$ 6,000.00
1.48	Project Sign	1	EA	$ 2,288.70	$ 2,288.70	$ 582.92	$ 582.92	$ 2,792.00	$ 2,792.00	$ 1,100.00	$ 1,100.00	$ 1,725.00	$ 1,725.00	$ 880.60	$ 880.60	$ 1,256.02	$ 1,256.02	$ 8,568.46	$ 8,568.46	$ 7,268.60	$ 7,268.60	$ 1,000.00	$ 1,000.00	$ 1,440.00	$ 1,440.00	$ 4,709.70	$ 4,709.70	$ 900.00	$ 900.00
1.49	Remove Existing Culvert	460	LF	$ 33.54	$ 15,428.40	$ 39.03	$ 17,953.80	$ 11.13	$ 5,119.80	$ 8.85	$ 4,071.00	$ 6.00	$ 2,760.00	$ 31.86	$ 14,655.60	$ 19.86	$ 9,135.60	$ 13.66	$ 6,283.60	$ 8.80	$ 4,048.00	$ 50.00	$ 23,000.00	$ 18.00	$ 8,280.00	$ 38.39	$ 17,659.40	$ 20.00	$ 9,200.00
	Total	**1**			**$ 3,365,481.31**		**$ 3,484,735.06**		**$ 3,417,378.02**		**$ 3,560,777.00**		**$ 3,599,500.00**		**$ 3,671,777.00**		**$ 3,732,087.37**		**$ 3,759,274.49**		**$ 4,003,599.11**		**$ 3,999,209.00**		**$ 4,248,544.00**		**$ 4,373,860.67**		**$ 4,463,975.00**
Alternates																													
2.1	Storage Building Driveway (Reinforced Concrete)	1095	SY	$ 69.26	$ 75,839.70	$ 72.47	$ 79,354.65	$ 109.93	$ 120,373.35	$ 63.02	$ 69,006.90	$ 60.00	$ 65,700.00	$ 74.75	$ 81,851.25	$ 71.05	$ 77,799.75	$ 74.04	$ 81,073.80	$ 75.72	$ 82,913.40	$ 85.00	$ 93,075.00	$ 72.00	$ 78,840.00	$ 77.63	$ 85,004.85	$ 100.00	$ 109,500.00
2.2	Storage Building Driveway (HMAC)	1095	SY	$ 65.00	$ 71,175.00	$ 75.82	$ 83,022.90	$ 95.50	$ 104,572.50	$ 57.68	$ 63,159.60	$ 88.00	$ 96,360.00	$ 80.50	$ 88,147.50	$ 74.11	$ 81,150.45	$ 70.79	$ 77,515.05	$ 71.14	$ 77,898.30	$ 90.00	$ 98,550.00	$ 90.00	$ 98,550.00	$ 65.30	$ 71,503.50	$ 70.00	$ 76,650.00
2.3	Cantilever Material Storage Racks	1	LS	$ 31,275.00	$ 31,275.00	$ 32,789.74	$ 32,789.74	$ 31,860.00	$ 31,860.00	$ 24,000.00	$ 24,000.00	$ 30,800.00	$ 30,800.00	$ 26,586.85	$ 26,586.85	$ 21,220.10	$ 21,220.10	$ 18,089.00	$ 18,089.00	$ 20,429.05	$ 20,429.05	$ 40,000.00	$ 40,000.00	$ 26,460.00	$ 26,460.00	$ 27,500.00	$ 27,500.00	$ 32,500.00	$ 32,500.00
2.4	Storage Building Lighting	1	LS	$ 86,955.00	$ 86,955.00	$ 7,637.75	$ 7,637.75	$ 15,930.00	$ 15,930.00	$ 28,250.00	$ 28,250.00	$ 13,200.00	$ 13,200.00	$ 7,475.00	$ 7,475.00	$ 29,328.09	$ 29,328.09	$ 7,706.00	$ 7,706.00	$ 4,668.30	$ 4,668.30	$ 6,000.00	$ 6,000.00	$ 9,840.00	$ 9,840.00	$ 15,000.00	$ 15,000.00	$ 30,000.00	$ 30,000.00
	Total	**1**	**EA**		**$ 265,244.70**		**$ 202,805.04**		**$ 272,735.85**		**$ 184,416.50**		**$ 206,060.00**		**$ 204,060.60**		**$ 209,498.39**		**$ 184,383.85**		**$ 185,909.05**		**$ 237,625.00**		**$ 213,690.00**		**$ 199,008.35**		**$ 248,650.00**

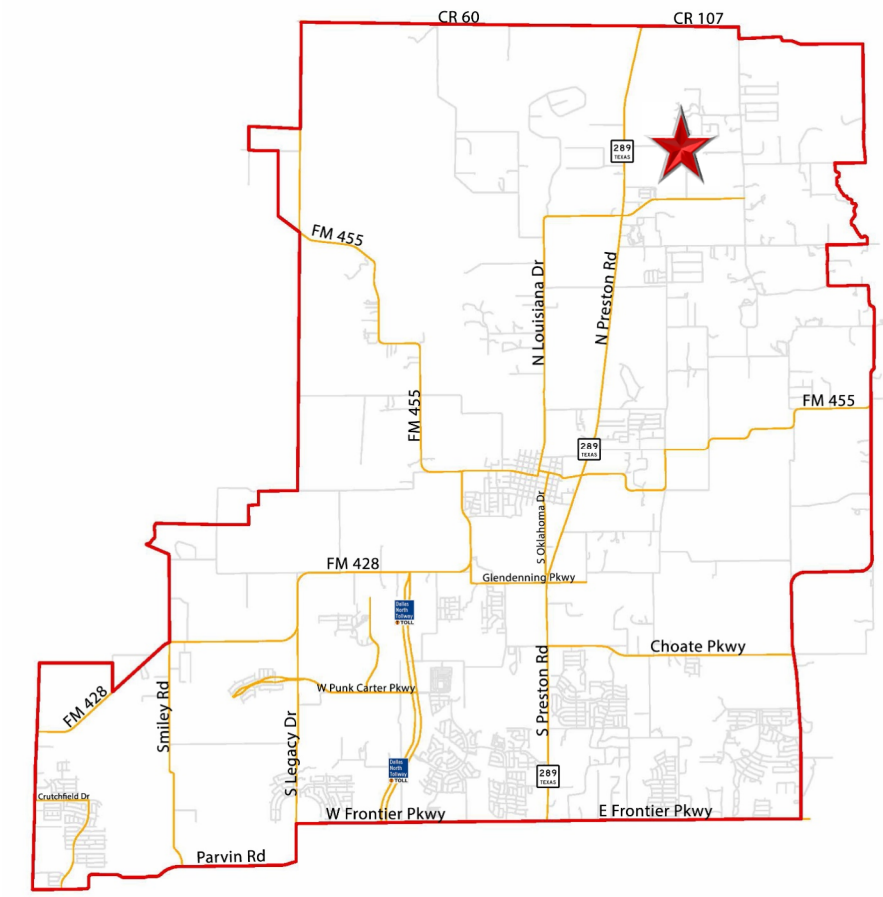
PUBLIC WORKS PHASE 2

(PARKING LOT)

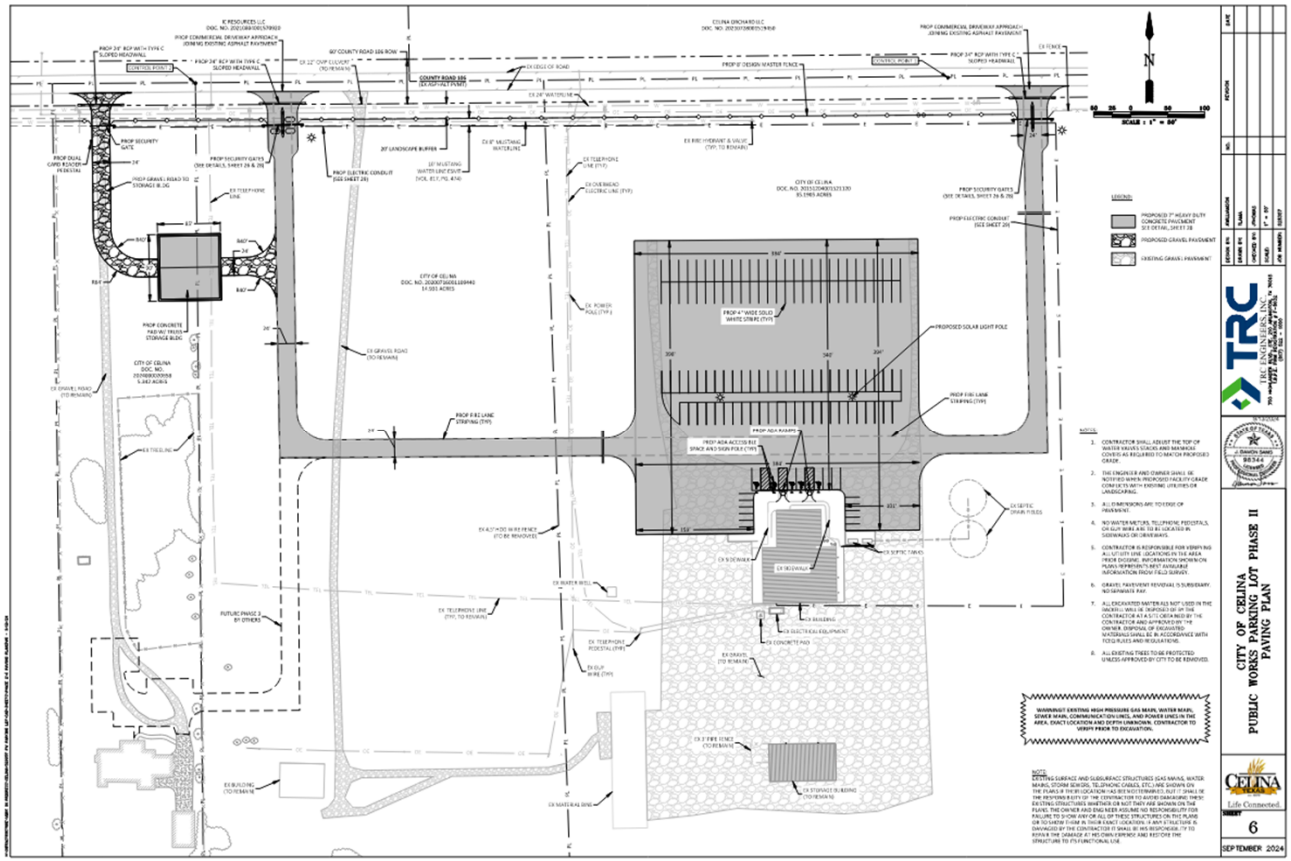
April 8, 2025
Andy Glasgow, PE



PROJECT LOCATION



SCOPE OF PROJECT



- Approximately 21,000 square yards of reinforced concrete pavement
- Approximately 2,550 linear feet of water main
- 1,270 linear feet of security fencing with entrance gates
- Truss style storage building with concrete slab
- Pavement striping
- Drainage improvements,
- Grading and associated appurtenances.

BIDS

- **Total number of Bids- 13**
- **Lowest Bidder-** Hawk Builders
- **Bid Amount-** $3,559,551.01
- **Bid + Contingency-** $3,915,506.11

SCHEDULE

Activity	Date
~Construction Start	5/2025
Construction Duration	9 months
~Completion Date	11/2025

QUESTIONS?

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Dailyn Cruz
Date:	April 8, 2025
Re:	Low Pressure Plane Elevated Storage Tank (EST) No. 2 Design

Action Requested:
Consider and act to approve a work authorization for design services from Kimley-Horn for the design of an elevated storage tank within the low-pressure plane of the City's water system, in an amount not to exceed $1,049,000.00. (Glasgow)

Background Information:
The 2030 master water CIP plan, completed in 2021, identified the need for a second elevated storage tank (EST) in the lower pressure plane of the City. This second EST has been included in the City's 5-year Capital Improvement Program (CIP) approved by Council on November 12, 2024. Additional hydraulic analyzes were completed in 2023 and 2024 to track the water demand needs across the city. With existing homes and upcoming development, the second EST is projected to be needed by summer 2028. The project will take approximately one year to design and two years to construct. Therefore, this project is being accelerated to meet the projected demand.

The proposed scope of the project includes the design of a 3.0 million gallon (MG) composite elevated storage tank (EST) for potable water, which will be located on a 1.98-acre tract at the northwest corner of the proposed The Ranch at Uptown Phase 1 subdivision. The City maintains an executed Master Agreement for Professional Services with Kimley-Horn for on-call services. The City Council authorized the agreement in 2022 for a period of five years.

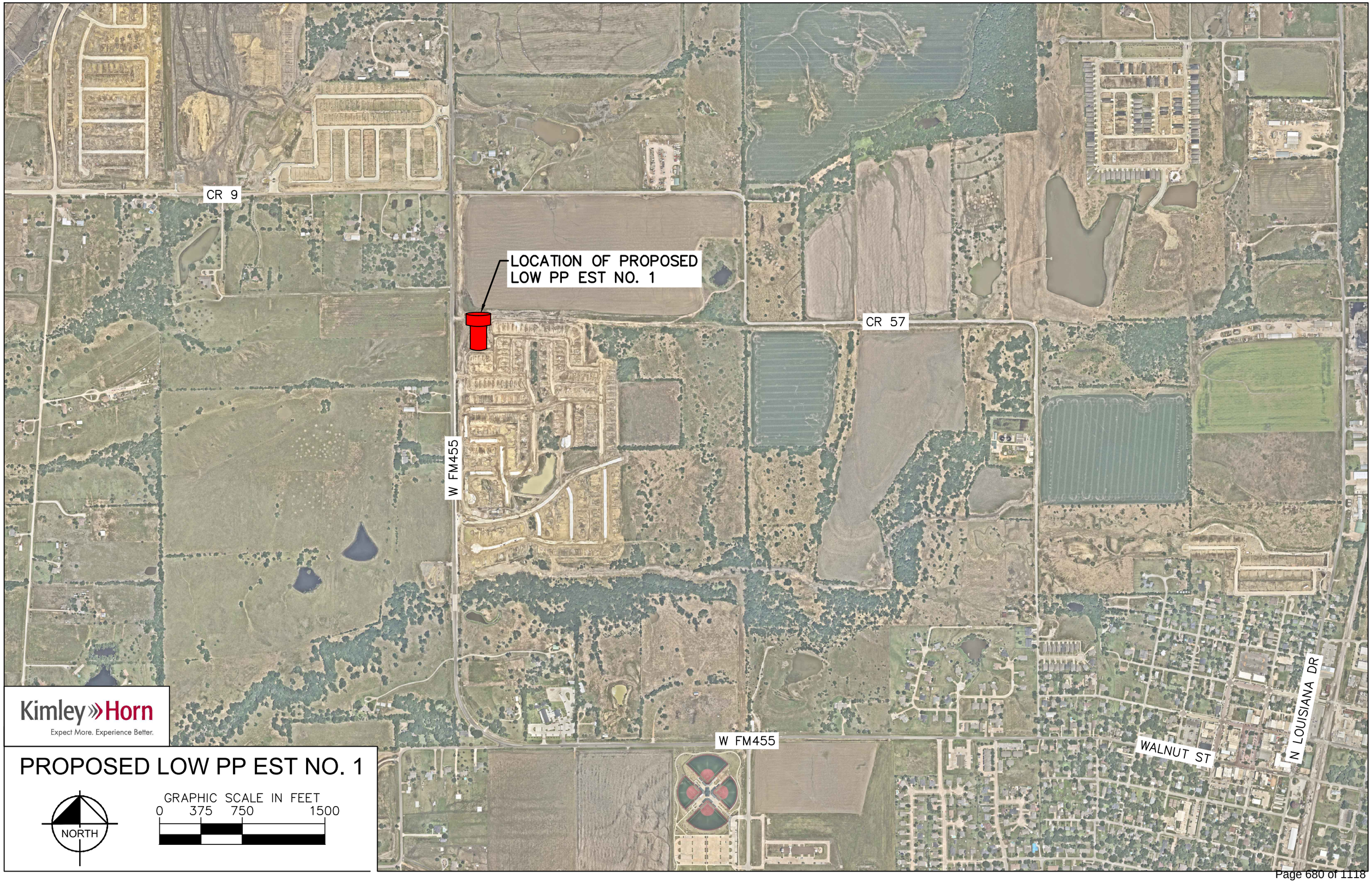
Legal Review:
Contract has been previously reviewed and approved.

Supporting Documents:

1. Location Map
2. Work Authorization to MSA_2025_3 MG EST - V4
3. Presentation - IX--D-- Low Pressure Plane EST No. 2 Design Contract Presentation.pptx - Last saved by user (P)

Financial Consideration:
Funding is available in the 2025 Bond sale. A reimbursement resolution was approved by City Council at the February 2025 meeting. This item is included in the reimbursement resolution. Expenditure will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

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



Kimley»Horn
Expect More. Experience Better.

PROPOSED LOW PP EST NO. 1

NORTH

GRAPHIC SCALE IN FEET
0 375 750 1500

EXHIBIT B - WORK AUTHORIZATION

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

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

Project Name:	3.0 MG Low Pressure Plane EST No. 2		
Engineer Project #	064542441	**Work Authorization Date:**	
Engineer:	Kimley Horn and Associates		
Purchase Order#:		**Owner's Project #:**	
Engineer Representative	Stuart Williams, P.E.	**Owner Representative:**	Dailyn Cruz

INVOICE SUBMITTAL

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

OWNER OPTIONAL INFORMATION:

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

CONSULTANT PROVIDED INFORMATION:

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

ACCEPTANCE:

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

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

CITY OF CELINA	**ENGINEER**
	Stuart Williams, P.E.
Signature	Signature
	Stuart Williams, P.E. , Project Manager, Associate
Printed Name & Title	Printed Name & Title
	3/19/2025
Date	Date

EXHIBIT A
SCOPE OF WORK

I. PROJECT DESCRIPTION

This project includes the design of a proposed 3.0 million gallon (MG) composite elevated storage tank (EST) for potable water that will be located on a 1.98 acre tract at the north west corner of the proposed Ranch at Uptown subdivision. Access to the site will be from a proposed drive on Farm-to-Market Road 455 (FM 455). The overflow elevation of the tank will be 835' mean sea level (MSL) to match existing and future elevated storage tanks for the lower pressure plane. The tank will fill and drain from an existing 18" water line located on the east side of FM 455.

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

1. Design of a 3.0 Million Gallon Elevated Storage Tank.
2. Construct storm sewer system to carry the design storm runoff.
3. Development Review Process
4. Landscape & Irrigation Design
5. Standards and typical construction details of the City may be referred to in the specifications and on the drawings rather than re-draw the standard detail.
6. Special details that are not included as a standard by the City shall be included in the plans.
7. Texas Commission on Environmental Quality (TCEQ) Permitting
8. Federal Aviation Administration (FAA) Permitting
9. Chloramine boosting system
10. Second floor storage in the pedestal

In addition to design services, the Project includes geotechnical investigation, electrical and instrumentation design for the tank, bid phase services, construction phase services, and the preparation of record documents.

II. TASK SUMMARY, BASIC SERVICES

A. Preliminary Engineering

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

b) Pre-Design Conference – Conduct one (1) meeting with Owner staff to review project goals/requirements, design criteria, communication procedures, project scheduling, deliverables, personnel, and other pertinent matters that may impact the Project. Deliverables from the Engineer will include meeting minutes and project design criteria summary. Any proposed design variances shall be submitted to the Owner along with associated justification. Additional meetings will be scheduled throughout the length of the Project.

c) FAA Permit – The initial plans, height, and other requirements of the FAA will be submitted in order to obtain a determination of no hazard to air navigation from the FAA.

d) Preliminary Engineering Design – Utilizing information obtained from the data collection (Section II.A.a) and the field survey (Section III.B), the Engineer will prepare preliminary engineering plans with milestone submittals at thirty percent (30%) and sixty percent (60%) design completion. The preliminary engineering design phase will include the following:

i. *30% Design Submittal Minimum Requirements*

- Base Files – Prepare base drawing files from existing record information and surveyed locations of existing city and franchise utilities, infrastructure, buildings, property lines, easements, trees/landscaping, and other pertinent information.

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

- Hydraulic Analysis – Confirm volume and overflow elevation requirements for the elevated storage tank. Peak inflow and outflow rates will be obtained from the Owner's hydraulic modeling firm, Freese and Nichols. The Engineer will review hydraulic conditions and establish the following:
  - Pipe Sizes
  - Control Valves
  - Yard Piping and Valves
  - Mixer Sizing
  - Tank Operation Parameters

- Conceptual Site Layout – Prepare conceptual site layout plan for a 3.0 MG composite style EST. The conceptual site layout plans will include the following:
  - Tank Location – proposed location of the EST and diameter of pedestal and bowl based on standards by major tank manufacturers.
  - Approximate Piping route – yard piping and site alignment of tank fill line.
  - Site Lighting – potential location of poles and conduit runs for tank lighting.
  - Tank Doors / Entries – orientation of personnel door and overhead door.
  - Paving – access drive, site parking, sidewalks and other paved surfaces.
  - Fencing – extent of site fencing, personnel gates, and access gates.
  - Existing Easements – location of existing utility and franchise easements on the subject property.
  - Buffer Zone Requirements – based on Owner planning requirements, the setbacks or buffer zones required on the proposed site.

- Drainage Analysis – Delineate drainage areas and make evaluations as to the extent of drainage facilities required for the Project. Based on storm runoff, provide preliminary sizing and calculations of all proposed culvert structures. Provide all necessary preliminary calculations to City.

- Construction Details – Standard detail sheets not required with 30% submittal unless directed by the Owner.

- Opinion of Probable Construction Cost – Prepare estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format.

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Conceptual Site Layout Plans
    - Tank Location
    - Yard Piping Routes
    - Site Lighting
    - Tank Doors/Entries
    - Paving
    - Fencing
    - Existing Easements
    - Buffer Zones
  - Opinion of Probable Construction Cost
  - Technical Memorandum detailing the hydraulic analysis results design criteria.

ii. *60% Design Submittal Minimum Requirements*

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

- Removal Plans – Prepare plan sheets depicting any and all removals of existing public and private infrastructure specifying any necessary replacements and/or relocations.

- Hydraulics – Prepare and update plan sheets addressing tank location, tank capacity/size, piping, control valves, yard piping and valves, and pressure transducer.

- Tank Design – Prepare and update plan sheets addressing foundation, doors, hatches, use of interior space, chloramine boosting system, and logo

- Site Design – Prepare and update plan sheets addressing grading, drainage, and paving.

- Electrical Design – Prepare and update plan sheets addressing general electrical design for the proposed elevated storage tank, design of obstruction lighting in accordance with FAA requirements, site lighting, SCADA, operational alarms, security, safety lighting, and telecommunications compatibility.

- Landscaping – Prepare and update plan sheets addressing landscaping, irrigation, and fencing.

- Drainage Analysis – Further delineate and refine all drainage areas for the Project including tabulation of runoff, inlet, and storm sewer calculations in accordance with Owner requirements. Provide culvert plan & profile sheets including all necessary end treatment, grading, and channel details. Provide any storm sewer lateral profile sheets.

- Erosion Control Plans – Prepare erosion control plans (including post-construction erosion controls such as sod) to comply with the city and any federal, state, or local requirements.

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

- Traffic Control – Prepare preliminary construction sequencing, traffic control and/or access plan (if necessary) for Owner review.

- Chloramine Boosting System – The system will consist of two separate buildings housing in one the chlorine and in the other the ammonia; a mixing and injection system in the tank bowl, and all the piping, electrical, and appurtenances to make the system fully functional.

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

- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
    - Cover Sheet
    - Sheet Index
    - Project Layout and Control Sheet
    - Site Plan/Dimensional Control
    - Paving Plan
    - Grading Plan
    - Drainage Plan
    - Yard Piping Plan
    - Piping Profiles
    - Tank Plan View
    - Tank Elevation View
    - Tank Sections
    - Tank Details – foundation, construction, doors, hatches, interior space, coating system, mixing system, chloramine boosting system
    - Tank Logo
    - Electrical Legends/Abbreviations
    - Electrical Site Plan
    - Electrical One Line Diagram
    - Electrical Schedules
    - Electrical Tank Elevation and Details
    - Electrical Floor Plan
    - Lighting Floor Plan – safety, interior, site, FAA
    - Telecommunication Compatibility
    - Electrical Details
    - Landscape Plans – fencing, landscaping, & irrigation system
    - Drainage Plan and Profile Sheets
    - Erosion Control Plans
    - Standard and Special Details
    - Traffic Control & Access Concepts
    - Opinion of Probable Construction Cost

e) Preliminary Engineering Submittals – Plan submittals will occur at thirty percent (30%) and sixty percent (60%) completion stages. Submit electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

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

II. B. Final Engineering

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

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

- Previous Drawings – Revise and complete previously prepared drawings.
- Traffic Control – Refine traffic control design and prepare final construction sequencing, traffic control and access plans.
- Opinion of Probable Construction Cost – Prepare an updated estimated construction quantities and engineer's opinion of probable construction costs (OPCC) tabulated in Microsoft Excel format. The Owner may request additional justification for significant cost differences from previously provided OPCC's.
- Deliverables – Plan Set is anticipated to include the following drawings and specifications:
  - Cover Sheet
  - Sheet Index
  - Project Layout and Control Sheet
  - Site Plan/Dimensional Control
  - Paving Plan
  - Grading Plan
  - Yard Piping Plan
  - Piping Profiles
  - Tank Plan View
  - Tank Elevation View
  - Tank Sections
  - Tank Details – foundation, construction, doors, hatches, interior space, coating system, mixing system, chlorine analyzer system
  - Tank Logo
  - Electrical Legends/Abbreviations
  - Electrical Site Plan
  - Electrical One Line Diagram
  - Electrical Schedules
  - Electrical Tank Elevation and Details
  - Electrical Floor Plan
  - Lighting Floor Plan – safety, interior, site, FAA

- Telecommunication Compatibility
- Electrical Details
- Landscape Plans – fencing, landscaping, & irrigation system
- Drainage Plan and Profile Sheets
- Erosion Control Plans
- Cathodic Protection Design Details for Yard Piping
- Standard and Special Details
- Traffic Control Plans
- Opinion of Probable Construction Cost

b) Project Manual – Prepare project manual based on the Owner template, including bidding requirements, proposal, bid schedule, special conditions, and technical specifications. Submit a preliminary document along with the 90% plan review and a final document along with the 100% plan review. Specifications will include technical specifications for materials and installation of proposed facilities

c) TCEQ Submittals – the project plans and specifications will be submitted to TCEQ for approval. Due to the nature of the chemical injection system dosing chlorine and ammonia directly into the tank, and two existing TCEQ rules, an exceptions request will also be submitted to TCEQ for the chloramine boosting system.

d) TxDOT Driveway Permit Submittal – Plans will be submitted to TxDOT for a driveway permit to FM 455 for the project.

e) Final Engineering Submittals – Plan submittals will occur at ninety percent (90%) and one hundred percent (100%) completion stages. Submit electronic files of all plans and documents (PDF), opinion of probable construction costs (Excel), and all necessary supplemental calculations and supporting documents.

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

C. Record Documents

a. The Engineer shall prepare construction Record Documents based on the information received from Contractor in accordance with the Agreement.

III. TASK SUMMARY, SPECIAL SERVICES

A. Geotechnical Investigation

a. Subsurface Exploration.
   i. Drill and extrude the following:
      a. A total of two (2) sample borings drilled to a depth of 100 feet plus three (3) borings drilled to 50 feet below existing grade are anticipated. Four of the borings will be equally spaced around the tank foundation perimeter and one boring will be located at the tank center
      b. Additional depths or borings, if necessary, will be provided as *Additional Services* only upon written City authorization.
   ii. Check samples for consistency with a hand penetrometer.

iii. Stake the boring locations using normal taping procedures (exact location and elevation will not be surveyed).
iv. Backfill bore holes and plug at the surface.
v. Provide continuous sampling (with field strength testing).
vi. Rock will be evaluated for hardness by TxDOT cone penetration field testing

b. Laboratory Services
   i. Testing.
      a. Moisture contents to determine profile of moisture variations.
      b. Atterberg limits and sieve analysis for classification of soils.
      c. Unconfined compression tests to evaluate soil strengths.
      d. Swell test to determine swell potential and subgrade treatment requirements (Swell Test Method).
      e. Standard proctor.
      f. Unit weight determinations

c. Engineering Analysis
   i. Prepare an engineering report presenting the following:
      a. Sample boring location map.
      b. General soil and ground-water conditions.
      c. Recommendations for tank foundation type, depth, and allowable loading and settlement estimates
      d. Foundation construction requirements
      e. Recommendations for floor slab support, including an evaluation of the swell characteristics of the subgrade soils
      f. Earthwork recommendations
      g. Guidelines for pavement design

   ii. Submit one (1) copy & .pdf of the report to the City.

B. <u>Field Survey</u>

a. The Engineer shall direct the work of the field survey crew(s) to perform the following:

   i. Tie into established horizontal and vertical control using control points provided by Pape Dawson surveyors associated with the Ranch at Uptown development.

   ii. Tie right-of-way lines and corners, property lines and corners, trees three (3) inches in diameter and larger, fence lines, and other visible surface features.

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

   iv. Horizontal and vertical location of all existing facilities within the Project limits including, but not limited to, existing paving (including type), driveways, curbs, sidewalks, buildings (including edge of foundation), mailboxes, landscaping, bridges, culverts, retaining walls, etc. Tie existing visible franchise utilities (including underground utilities if exposed) and appurtenances, and public utilities such as water valves, fire hydrants, manholes, etc.

   v. Locate underground utilities or structures that may be within the limits of the Project. Such utilities include, but are not limited to, wastewater (including flowline survey at manholes), water, gas, electric, storm sewer, telephone, and television cable. The Engineer will initiate OneCall/Texas 811 or individual utility companies to mark existing underground utilities in

the field and shall show such utilities on the base map either based upon field locations or available construction as-builts.

vi. Provide detailed tree survey (where applicable).

C. Subsurface Utility Engineering (SUE) Services

a. The Engineer shall provide SUE Services for the purpose of determining horizontal and vertical locations of underground city and franchise utilities, in conjunction with and/or prior to the field survey. The Owner shall assist with provisions for access to perform the services specified in this item. The Engineer shall provide the City with the name and address of the property owners.

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

ii. Level 'A' Services
   1. Horizontal and vertical location of utilities will be determined.
   2. Up to 2 test holes of 0-5 feet depth will be provided.
   3. Up to 2 test holes of 5-10 feet depth will be provided.
   4. Up to 2 test holes of 8-12 feet depth will be provided.
   5. Up to 2 test holes of 12-18 feet depth will be provided.
   6. Test holes in addition to those listed above will be provided at the rate per test hole to the depth specified.

D. Concept Rendering / Council Presentations

a. Attend one (1) public meeting, if required, to communicate project details to citizens, council members, or other interested parties. If deemed necessary by the Owner, a concept rendering of the tank will be prepared for the meeting. The Owner shall provide meeting location and notices.

E. Bid Phase Services

a. Bid Documents submittal to include:
   i. Prepare plan set for electronic bidding (.pdf) and submit to City.
   ii. Furnishing hardcopies of review documents and/or bid documents will be considered as Additional Services.
b. Prepare for and conduct a pre-bid meeting with prospective bidders, if needed.
c. Issue addenda as appropriate to interpret, clarify, or expand the Bid Documents.
d. Prepare a letter addressing the award of the construction contract.
e. Provide a schedule of submittals (shop drawings, etc.) required of the contractor.
f. Conformed Document submittal:
   i. Update the Bid Documents (plans) to incorporate bid addenda items
   ii. Print up to four (4) half size sets (11"x17") plans for issuance at the Pre-Construction Conference.
   iii. Package and submit CAD base files upon request.

F. Construction Phase Services

The Scope of Services listed below may or may not be performed as part of our construction phase services. The Engineer's role during construction will be provided upon request of the City and billed

on a reimbursable basis as labor and direct expenses are incurred. The budgeted fee for this task is based upon approximately 600 hours of labor. We will not proceed with performance of services beyond the hours budgeted, without written authorization by the City.

a. Site Visits upon request.
b. *Pre-Construction Meeting*. Attend Pre-Construction Meeting(s) prior to commencement of Work at the Site.
c. *Franchise Utility Coordination.* Assist the City with franchise utility coordination efforts and conflict resolution during construction.
d. *Clarifications and Interpretations.* Issue clarifications and interpretations of the Contract Documents to City as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be made by City.
e. *Change Orders.* Recommend Change Orders to City, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Task includes preparing plan sheet revisions.
f. *Shop Drawings and Samples.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
g. *Final Walk-Through.* Upon substantial completion of construction, participate in a final walk-through with the City and the Contractor. Prepare necessary items for inclusion in a punch list
h. *Substitutes and "or-equal."* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
i. *Limitation of Responsibilities.* The Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. The Engineer shall not have the authority or responsibility to stop the work of any Contractor.

IV. ITEMS NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

A. **Additional Services not included in the existing Scope of Services** – City and the Engineer agree that the following services are beyond the Scope of Services described in the tasks above. However, the Engineer can provide these services, if needed, upon the City's written request. Any additional amounts paid to the Engineer as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These Additional Services include the following:

1. Cathodic Protection Design
2. Platting
3. Construction Staking.
4. Environmental Services
5. Title Research.
6. Traffic Simulations and/or Traffic Studies.
7. Franchise Utility Design.
8. Surge and/or Transient Hydraulic Modeling;
9. Computational Fluid Dynamics (CFD) Modeling
10. Easements by Separate Instrument
11. Environmental remediation;
12. Fees for permits and bid advertising;

13. Traffic engineering reports or studies;
14. Floodplain reclamation plans or floodplain analysis;
15. Construction Inspection;
16. Designs for Trench Safety;
17. Consulting services by others not included in proposal;
18. Quality control and testing services during construction;
19. Alternate additions not included in the original scope;

- End of Scope of Services –

EXHIBIT B
COMPENSATION

II.	Basic Services (Lump Sum)		
	A.	Preliminary Engineering (30%, 60%)	$ 350,000
	B.	Final Engineering (90%, 100%)	$ 450,000
	C.	Record Documents	$ 8,000
	Basic Services Total (Lump Sum)		**$ 808,000**
III.	Special Services (Cost Plus Not to Exceed)		
	A.	Geotechnical Engineering	$ 26,000
	B.	Field Survey	$ 10,000
	C.	Subsurface Utility Engineering (SUE)	$ 25,000
	D.	Concept Rendering / Council Presentations	$ 15,000
	E.	Bid Phase Services	$ 15,000
	F.	Construction Phase Services	$ 150,000
	Special Services Total (Cost Plus, Not to Exceed)		**$241,000**
	Project Budget, Grand Total (Not to Exceed)		**$1,049,000**

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to the current master services agreement. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

EXHIBIT C
TIMELINE / SCHEDULE

See the attached design and construction schedule for this project.

3.0 MG Low Pressure Plane EST No. 1 | Schedule | Kimley-Horn and Associates, Inc.

ID	Task Name	Duration	Start	Finish
1		961 days	Tue 4/8/25	Wed 11/24/27
2	Design & Bidding Phase Services	399 days	Tue 4/8/25	Mon 5/11/26
3	Contract Execution/Notice to Proceed	4 days	Fri 4/11/25	Mon 4/14/25
4	Preliminary Design - Conceptual Design (30%)	112 days	Tue 4/15/25	Mon 8/4/25
5	Kick-Off with City	1 day	Tue 4/15/25	Tue 4/15/25
6	Data Collection	10 days	Wed 4/16/25	Fri 4/25/25
7	Design Survey	30 days	Sat 4/26/25	Sun 5/25/25
8	Geotech Investigations	45 days	Mon 5/26/25	Wed 7/9/25
9	Hydraulic Analysis	10 days	Sat 4/26/25	Mon 5/5/25
10	Conceptual Site Layout	10 days	Mon 5/26/25	Wed 6/4/25
11	Drainage Analysis	10 days	Thu 6/5/25	Sat 6/14/25
12	Technical Memorandum	5 days	Sun 6/15/25	Thu 6/19/25
13	Submit to City	1 day	Fri 6/20/25	Fri 6/20/25
14	City Review	30 days	Sat 6/21/25	Sun 7/20/25
15	Preliminary Design (60%)	91 days	Mon 7/21/25	Sun 10/19/25
16	SUE (if necessary)	45 days	Mon 7/21/25	Wed 9/3/25
17	Design Plans & Specifications	60 days	Mon 7/21/25	Thu 9/18/25
18	Submit to City	1 day	Fri 9/19/25	Fri 9/19/25
19	City Review	30 days	Sat 9/20/25	Sun 10/19/25
20	Final Design (90% & 100%)	150 days	Mon 10/20/25	Wed 3/18/26
21	Final Plans & Specifications	45 days	Mon 10/20/25	Wed 12/3/25
22	Submit Final Plans & Specifications (90%)	1 day	Thu 12/4/25	Thu 12/4/25
23	City Review	30 days	Fri 12/5/25	Sat 1/3/26
24	Finalize Plans & Specifications for Bidding	42 days	Sun 1/4/26	Sat 2/14/26
25	Submit 100% Plans & Specifications to City for Bidding	1 day	Sun 2/15/26	Sun 2/15/26
26	Submit Exceptions Request to TCEQ	90 days	Mon 10/20/25	Sat 1/17/26
27	Submit for TCEQ Approval	60 days	Sun 1/18/26	Wed 3/18/26
28	Bidding and Award	60 days	Sun 2/15/26	Wed 4/15/26
29	Advertisement	33 days	Sun 2/15/26	Thu 3/19/26
30	Prebid Meeting	5 days	Fri 3/20/26	Tue 3/24/26
31	Open Bids	21 days	Wed 3/25/26	Tue 4/14/26
32	Project Award by City Council	1 day	Wed 4/15/26	Wed 4/15/26
33	Construction Phase Services	570 days	Mon 5/4/26	Wed 11/24/27
34	Construction	570 days	Mon 5/4/26	Wed 11/24/27
35	Preconstruction Meeting	30 days	Mon 5/4/26	Tue 6/2/26
36	Substantial Completion	510 days	Wed 6/3/26	Mon 10/25/27
37	Final Completion	30 days	Tue 10/26/27	Wed 11/24/27

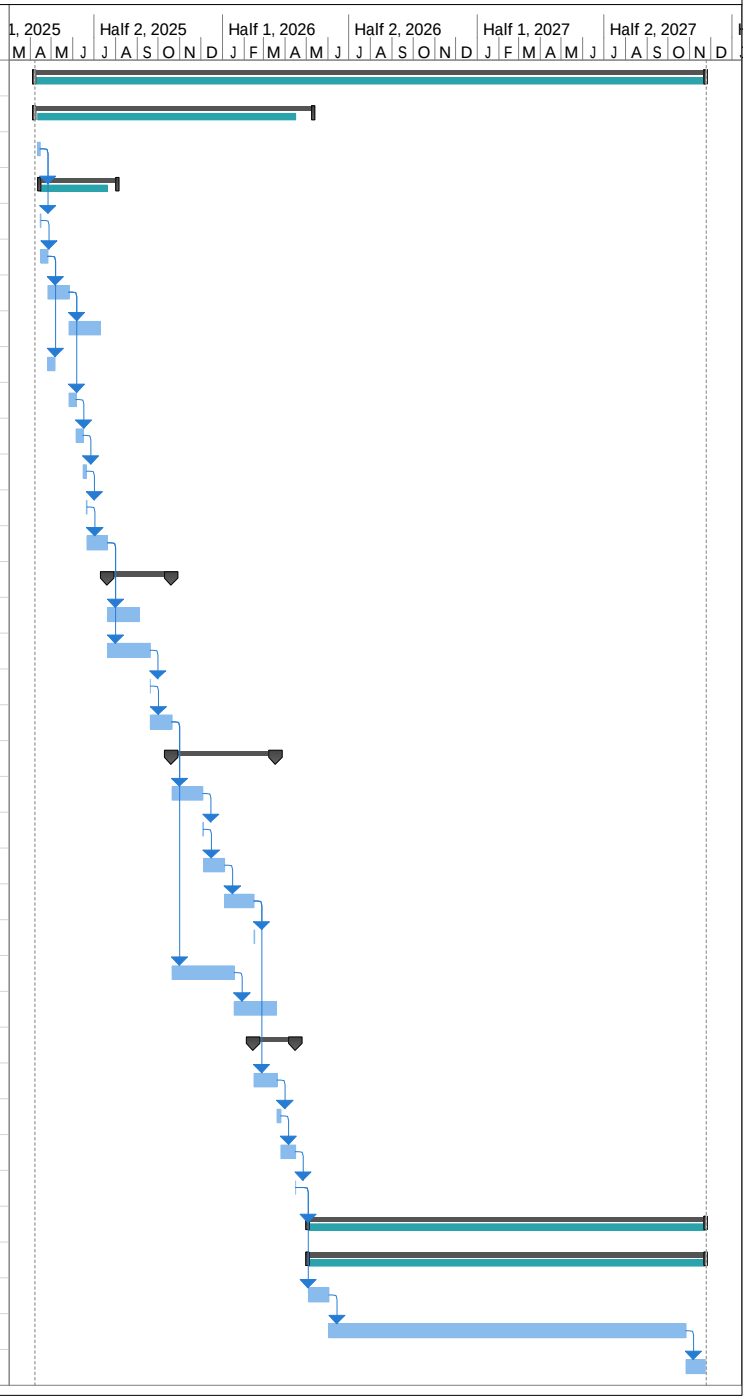


EXHIBIT D
DELIVERABLES

Deliverables: Submittal will include three (3) hardcopies and a .PDF of the following:

- Half size (11”x17”) Design Plans
- Project Manual
- Record Documents
- Geotechnical Investigation
- Opinion of Probable Construction Cost (OPCC)

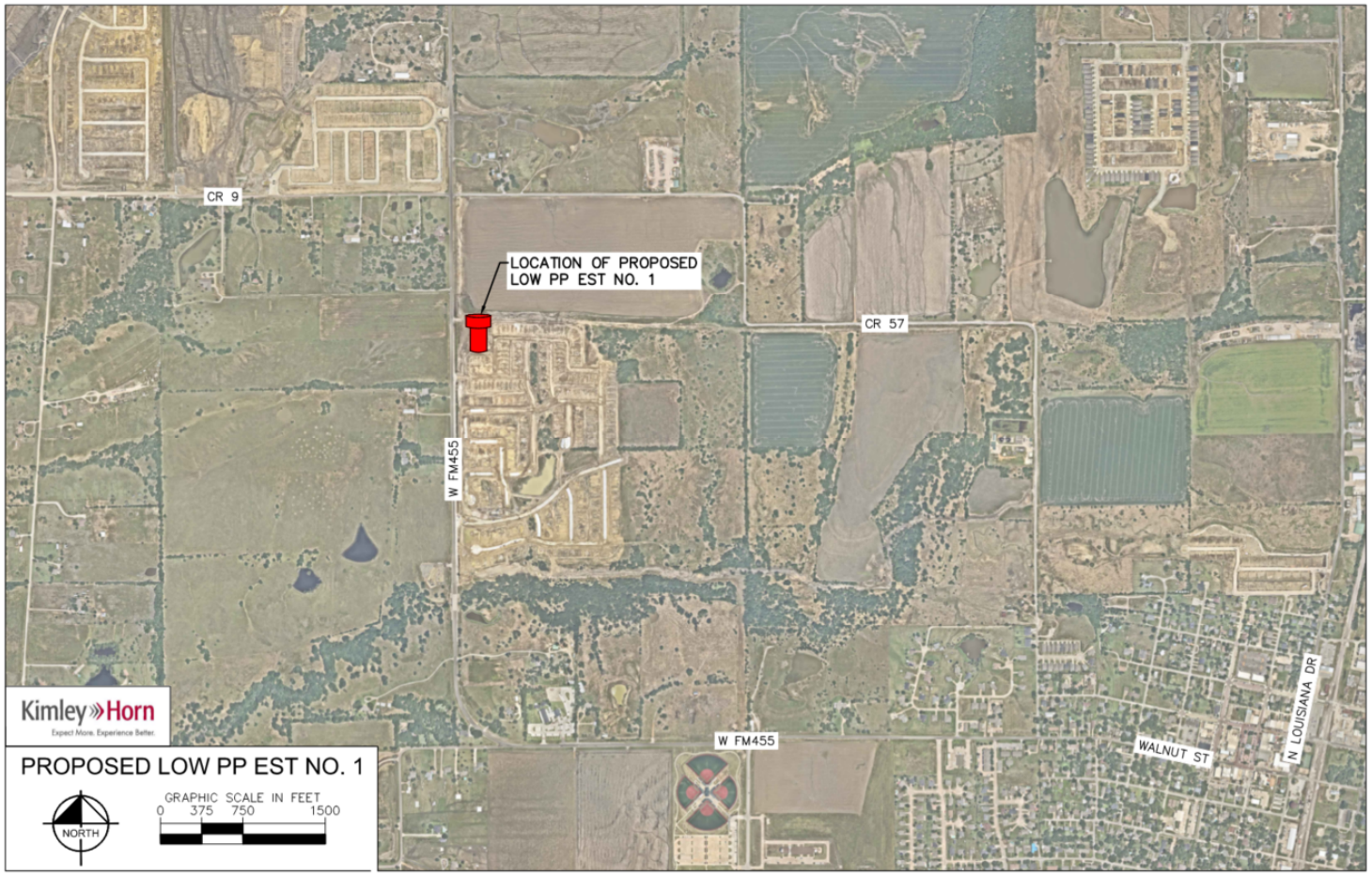
LOW PRESSURE PLANE ELEVATED STORAGE TANK (EST) NO. 2 DESIGN CONTRACT

April 8, 2025

Andy Glasgow, PE, PMP,CFM



LOCATION MAP



FACTS

A. Project Description: This project is a part of the City's 5-year Capital Improvement Program (CIP) book approved by Council on November 12, 2024. The scope of the project includes the design of a proposed 3.0 million gallon (MG) composite elevated storage tank (EST) for potable water that will be located on a 1.98 acre tract at the northwest corner of the proposed The Ranch at Uptown Phase 1 subdivision.

B. Action requested: Approval of design contract with Kimley-Horn for the creation of construction documents under an existing MSA.

C. Total cost: $1,049,000



Life Connected.

Life Connected.

Engineering
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Andy Glasgow, Director of Engineering
CC:	Kimberly Brawner, Assistant City Manager
Intiated by:	Drew Jenks
Date:	April 8, 2025
Re:	Reimbursement Agreement for Sanitary Sewer Line (Rasor Development)

Action Requested:
Consider and act to authorize a reimbursement agreement by and between the City of Celina and M/I Homes of DFW, LLCRasor Development for the reimbursement of oversize sewer installation costs in the amount of $3,113,537.00. (Glasgow)

Background Information:
City council authorized the design of the Rasor sewer interceptor by Garver on December 12, 2023. The project entailed the design of a sewer interceptor main to serve the sewer basin east of Legacy Hills. The sewer interceptor is an interim solution and an effort to delay the construction of the Rasor Water Reclamation Facility as obligated by the development agreement executed between the city and the Rasor development on February 8, 2022. The proposed sewer main will connect to the existing sewer trunk main built in Legacy Hills and discharge into the Legacy Hills Water Reclamation Facility (WRF). The proposed infrastructure includes over fifty-three hundred feet (5,300') of eighteen inch (18") sanitary sewer lines, manholes, testing, and site restoration.

The proposed reimbursement agreement between the City and the developer, M/I Homes, aims to take benefit of the ongoing sewer line installation as part of the Marilee subdivision (formerly Rasor). The developer will construct the infrastructure in accordance with approved construction plans and specifications and in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Interim Sanitary Sewer Interceptor commences), the rules and regulations of any other agencies having jurisdiction (in existence as of time that construction of the Interim Sanitary Sewer Interceptor commences), and with applicable state laws relating to competitive bidding requirements, including, but not limited to, contract advertisements, bidding, and awarding, as applicable. The Developer shall manage the construction of the Interim Sanitary Sewer Interceptor.

Legal Review:
The agreement has been reviewed by Legal.

Supporting Documents:
1. Interim Sewer Interceptor Reimbursement Agreement_FINAL_partially executed
2. IX-D-- Rasor Sewer Interceptor Reimbursement Agreement

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 as presented.

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS

THIS REIMBURSEMENT AGREEMENT FOR PUBLIC IMPROVEMENTS (herein this "Agreement"), is made and entered into this 8th day of April, 2025 (the "Effective Date") between the City of Celina, Texas, a Texas home-rule municipality (the "City"), and M/I Homes of DFW, LLC, a foreign limited liability company (the "Developer"). City and Developer are each a "Party" and sometimes collectively referred to as the "Parties".

WHEREAS, Rasor Family Ranch, LP entered into that certain Development Agreement by and between the City of Celina, Texas and Rasor Family Ranch, LP ("RFR") on February 8, 2022, and recorded as instrument number 2022-0217000275130 in the Real Property Records of Collin County (the "Development Agreement"), as assigned to JGR Real Estate, LP and CCR Family Properties, LP pursuant to that certain Assignment and Assumption of the Development, effective August 10, 2023, recorded in the Official Public Records of Collin County on February 29, 2024 as Instrument No. 2024000023466; and as partially assigned to M/I Homes of DFW, LLC pursuant to that certain Partial Assignment of Development Agreement, effective December 19, 2023; and

WHEREAS, RFR caused the formation of West Preston Municipal Utility District No. 1 of Collin County (the "MUD") by way of executive order on June 8, 2023, by the Texas Commission on Environmental Quality regarding Permit No. D-06082022-029; and

WHEREAS, in accordance with Article II, Section 2.1(e) of the Development Agreement, in an effort to delay the City's obligation to construct a wastewater treatment plant on land dedicated to the City on June 26, 2024 and recorded as instrument number 2024-000077231 in the Real Property Records of Collin County, the Parties desire to set forth the manner of construction and installation of an offsite 18-inch wastewater line depicted in **Exhibit A** attached hereto and incorporated herein (the "Interim Sanitary Sewer Interceptor") and the payment for the actual costs of such Interim Sanitary Sewer Interceptor; and

NOW, THEREFORE, for and in consideration of the premises and the consideration herein recited, the receipt of which is expressly acknowledged by all Parties, the Parties hereby mutually agree as follows:

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

2. Construction. The Interim Sanitary Sewer Interceptor shall be constructed by the Developer, on behalf of the City, in accordance with approved construction plans and specifications and in compliance with the City's applicable ordinances, rules, and regulations (in existence as of the time that construction of the Interim Sanitary Sewer Interceptor commences), the rules and regulations of any other agencies having jurisdiction (in existence as of time that construction of the Interim Sanitary Sewer Interceptor commences), and with applicable state laws relating to competitive bidding requirements, including, but not limited to, contract advertisements, bidding, and awarding, as applicable. The Developer shall manage the construction of the Interim Sanitary Sewer Interceptor. The Developer shall let and administer the contract(s) in accordance with applicable governmental rules and regulations. Such construction shall not commence unless and until said plans and specifications have been approved by the City's engineer. To the extent there is a conflict between any portion(s) of an applicable ordinance, rule, regulation, or law related to the construction of the

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

Interim Sanitary Sewer Interceptor, the more restrictive/stringent of the conflicting portion(s) shall apply. The costs of said construction and installation of the Interim Sanitary Sewer Interceptor shall be funded in accordance with Section 6 of this Agreement, and the City shall fully reimburse the Developer for all costs associated with the construction and installation of the Interim Sanitary Sewer Interceptor, as provided herein.

3. Contract Awarding. Prior to the Developer's award of any contract for construction of any portion of the Interim Sanitary Sewer Interceptor, the Developer shall provide the City with the bids received in response to the pertinent contract advertisement and a recommendation of award for such contract. The City and the Developer agree to review all bids and, to the extent permitted by law, come to a mutual decision regarding which bid to proceed with in accordance with applicable state laws relating to applicable competitive bidding requirements. The Parties agree that the Developer may award a contract without the City's input if the City does not provide an opinion within fifteen (15) days of the Developer providing such bids and recommendation of award to the City. The Parties further agree that if the opinion of the Developer and the opinion of the City do not align, the Parties shall seek the opinion of an independent third-party engineer and such third party engineer shall have the final decision regarding the winning bid for the pertinent contract.

4. Construction on Property. The City agrees to obtain and make available any necessary easements, permits and right of way, together with necessary working space as required to construct the Interim Sanitary Sewer Interceptor wherever it crosses private property. The City grants the Developer permission to construct the Interim Sanitary Sewer Interceptor wherever it may cross or parallel any public utility easement, street, or property owned or controlled by the City.

5. Compliance with City Regulations; City Approval and Acceptance. The Interim Sanitary Sewer Interceptor shall be designed by the City's design engineer, at the City's sole cost and expense, 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 subject Interim Sanitary Sewer Interceptor is constructed in accordance with approved engineering plans and specifications. Upon completion and acceptance of the Interim Sanitary Sewer Interceptor by the City, including the City's Engineer, the Interim Sanitary Sewer Interceptor shall become the property of the City and an integral part of the City's system and subject to maintenance, jurisdiction and control of the City.

6. City Funding. The Developer agrees to pay each pay application it receives from the Contractor for all actual construction costs related to the Interim Sanitary Sewer Interceptor in a timely manner. The City shall reimburse the Developer for each pay application received by the Developer coupled with the Developer's proof of payment for all actual construction costs relating to the Interim Sanitary Sewer Interceptor. The estimated cost for the Interim Sanitary Sewer Interceptor is **$3,113,537.00**, as provided in **Exhibit B** attached hereto and incorporated herein, and the City's obligation shall be to reimburse the Developer for one hundred percent (100.00%) of the actual costs to construct the Interim Sanitary Sewer Interceptor. On a monthly basis commencing with the Developer's payment of the first pay application received from the Contractor, the Developer will furnish the City with any and all pay applications and other supporting documentation, including

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proof of payment, received from the Contractor substantiating the construction cost that the Developer has funded and is seeking reimbursement from the City. The City shall remit payment to the Developer in cash or other immediately available funds within thirty (30) days of receipt of such request for reimbursement. Notwithstanding any provision provided herein, the City retains the rights under state and local law to regulate, inspect, approve, and accept the Interim Sanitary Sewer Interceptor in accordance with its Code of Ordinances, which such approval and acceptance shall not be unreasonably withheld, conditioned, or delayed.

7. Change Orders. If change orders are requested by the Contractor for the Interim Sanitary Sewer Interceptor that result in a cost increase, the Developer shall provide the City with a request for payment of such change order (a "Request for Payment"). The City shall have a period of three (3) business days to review and approve or object to the change order and Request for Payment. In the event the City delivers a detailed objection to the change order and the Request for Payment within the three (3) business day period, the Developer shall promptly attempt to address and resolve the objection. In the event that the Parties cannot agree on the change order and Request for Payment, the dispute shall be resolved by an independent third-party engineer and such independent third-party engineer's decision shall be binding on the Parties for the given change order and Request for Payment. If change orders are requested by the Contractor for the Interim Sanitary Sewer Interceptor that result in a cost decrease, the Developer shall refund the City the cost decrease (each a "Refund"). The City shall have a period of three (3) business days to review and approve or object to the change order and Refund. In the event a Developer delivers a detailed objection to the change order and Refund within the three (3) business day period, the City shall promptly attempt to address and resolve the objection. In the event the Parties cannot agree on the change order and Refund, the dispute shall be resolved by an independent third-party engineer and such independent third-party engineer's decision shall be binding on all Parties for the given change order and Refund.

8. No Other City Financial Obligations. 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.

9. 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. The City shall not be liable for any costs expended by the Developer prior to the court's decision. Should the Developer continue work after such court decision, the Developer does so at the Developer's own risk, cost and expense unless the Parties agree otherwise in writing.

10. Assignment. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto. Any receivables due under this Agreement may be assigned by the Developer without the consent of, but upon written notice to the City pursuant to Section 11 of this Agreement, however the City shall in no event be required to divide and send payments to more than two (2) parties. Except as expressly provided herein, this Agreement may not

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

be assigned by any Party without the written consent of the other Parties and any attempted assignment without such written consent shall be null and void and without legal effect.

11. Notice. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be in writing and may be served by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to the Party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such Party via facsimile transmission, a hand–delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notice, the addresses of the Parties shall be as follows:

To the City:	City of Celina, Texas Attn: City Manager 142 N. Ohio Street Celina, Texas 75009
With a copy to:	Messer Fort, PLLC Attn: Julie Fort 6371 Preston Road, Suite 200 Frisco, Texas 75034 E-mail: julie@txmunicipallaw.com TEL: (972) 668-6400
To Developer:	M/I Homes of DFW, LLC Attn: Zachary Motley 700 State Highway 121 Bypass, Suite 100 Lewisville, Texas 75067 E-mail: zmotley@mihomes.com TEL: (972) 246-3407
With a copy to:	Brent Miles 16000 North Dallas Parkway, Suite 350 Dallas, Texas 75248

Any Party may change its address or addresses for delivery of notice by delivering written notice of such change of address to the other Party.

12. Termination. This Agreement shall automatically terminate without any further action or notice by any Party upon the City's payment in full to the Developer of one hundred percent (100%) of the actual costs associated with construction of the Interim Sanitary Sewer Interceptor, as contemplated hereunder.

13. Amendments. This Agreement may be changed, amended, or modified only by written instrument with the consent of all Parties.

14. General Provisions.

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

(a) No Partnership. Nothing contained in this Agreement nor any acts of the Parties will be construed to make the Parties partners or joint venturers, to create the relationship of principal and agent or any other association between the Parties, or to render any of said Parties liable for the debts or obligations of the other, except as expressly provided in this Agreement.

(b) Entirety. This Agreement constitutes the entire agreement between the Parties hereto regarding the subject matter hereof, and supersedes any and all prior negotiations, written or oral agreements, understandings, representations, warranties, or statements at any time made or had by and between the Parties hereto or any representatives of any of the Parties hereto pertaining to the subject matter hereof.

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

(d) Breach and Remedies. If either Party breaches any term or condition of this Agreement, the non-breaching Party shall provide the breaching Party with written notice of the breach. Upon its receipt of a notice of breach, the breaching Party shall have fifteen (15) days to cure the breach. If the breaching Party does not cure the breach within fifteen (15) days, the non-breaching Party shall have available all rights and remedies at law (except termination of this Agreement) and in equity including, without limitation, the right to enforce specific performance of this Agreement by the breaching Party. The non-breaching Party shall be entitled to recover from the breaching Party all reasonable attorneys' fees, court costs and all other expenses which may be incurred by the non-breaching Party in enforcing its rights and remedies under this Agreement.

(e) Governmental Powers; Waivers of Immunity; State Law. By execution of this Agreement, the City does not waive or surrender any of its governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. The Parties specifically agree that this is an agreement for the provision of goods or services under Section 271.151 of the Texas Local Government Code. Nothing in this Agreement shall be construed as creating or giving rise to any rights in any third parties or any persons other than the Parties hereto. Nothing in this Agreement is intended to delegate or impair the performance by City of its governmental functions.

(f) 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, references to 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.

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15. Form 1295 Certificate of Interested Parties. Prior to the execution of this Agreement, the Developer agrees to file with the City, pursuant to Texas Government Code Section 2252.908, a signed and completed Texas Ethics Commission ("TEC") Form 1295 and a certification of filing with the TEC, if required by law.

16. Certifications. Developer certifies:

(a) Pursuant to Texas Government Code Chapter 2271, as amended, the Developer verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, or its parent companies, nor its common-control affiliates currently boycott or will boycott Israel. The term "boycott Israel" as used in this paragraph has the meaning assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended; and

(b) Pursuant to Texas Government Code, Chapter 2252, as amended, the Developer represents and verifies that at the time of execution and delivery of this Agreement and for the term of this Agreement, neither the Developer, its parent companies, nor its common-control affiliates (i) engage in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

(c) Pursuant to Chapter 2276 of the Texas Government Code (as added by Senate Bill 13, 87th Texas Legislature, Regular Session), the Developer certifies that they are not a Company that boycotts energy companies and agrees it will not boycott energy companies during the term of this Agreement. The terms "boycotts energy companies" and "boycott energy companies" have the meaning assigned to the term "boycott energy company" in Section 809.001, Texas Government Code. For purposes of this paragraph, "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not include a sole proprietorship.

(d) Pursuant to Chapter 2274 of the Texas Government Code (as added by Senate Bill 19, 87th Texas Legislature, Regular Session, "SB 19"), the Developer certifies that it is not a Company that has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and agrees they will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The terms "discriminates against a firearm entity or firearm trade association" and "discriminate against a firearm entity or firearm trade association" have the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3), Texas Government Code (as added by SB 19). For purposes of this paragraph, "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations, that exists to make a profit, but does not mean a sole proprietorship.

(e) The Developer further certifies that, notwithstanding anything contained in this Agreement, the representations and covenants contained in this Section 14 shall survive termination of this Agreement until the statute of limitations has run. The liability for breach of the representations

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

and covenants contained in this Section 14 during the term of this Agreement shall survive until barred by the statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(*signatures on following pages*)

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

EXECUTED by the City and Developer on the Effective Date stated above.

CITY OF CELINA, TEXAS

By: _____
Robert Ranc, City Manager

Date: _____

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Robert 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

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

M/I HOMES OF DFW, LLC,
a Delaware limited liability company

DocuSigned by:
By: _____
2DDEEF08017C4E3...
Name: Kevin Dym
Title: Vice President - Land

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, _____ of M/I Homes of DFW, LLC, a Delaware limited liability company, for the purposes stated hereinabove, on behalf thereof.

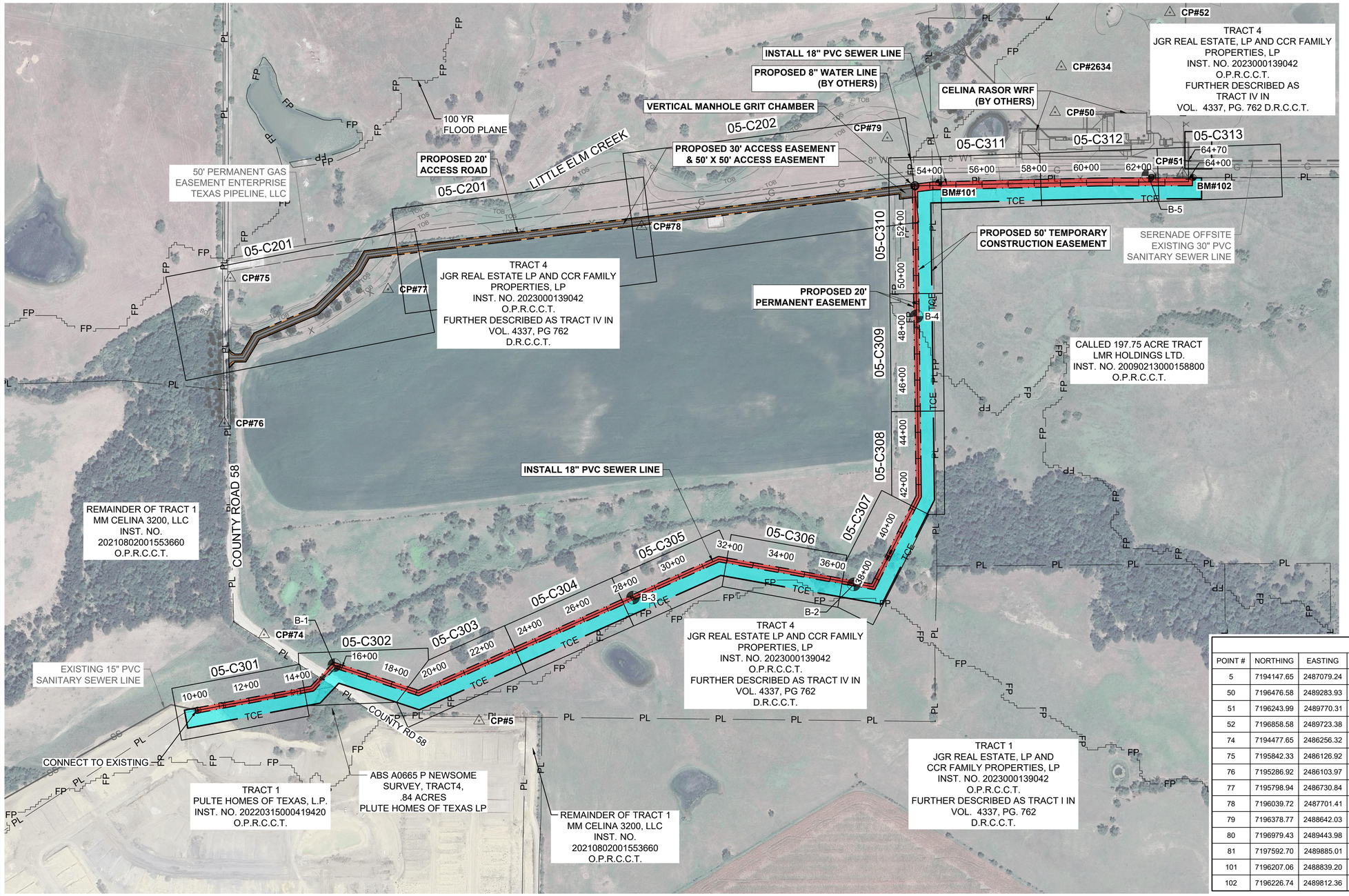
_____
Notary Public in and for the State of Texas

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EXHIBIT A

Interim Sanitary Sewer Interceptor

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675



N

0 100' 200' 400' 600'

(IN FEET)

NOTES:

1. COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202) AND SCALED TO SURFACE BY USING THE CITY OF PLANO GRID TO SURFACE FACTOR OF 1.000152710 (0,0 BASE POINT). ELEVATIONS ARE BASED ON THE NORTH AMERICAN DATUM OF 1988 (NAVD88) USING GEOID18.
2. TOPOGRAPHIC SURVEY DATA SHOWN HEREON IS BASED ON AN ON-THE-GROUND SURVEY PERFORMED BY YELLOW ROSE MAPPING, LLC ON FEBRUARY 2024.

SURVEY CONTROL				
POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	7194147.65	2487079.24	627.38	CP /XS
50	7196476.58	2489283.93	639.96	CP /1/2"CIRS "YR CONTROL 6574"
51	7196243.99	2489770.31	649.03	CP /1/2"CIRS "YR CONTROL 6574"
52	7196858.58	2489723.38	636.75	CP /1/2"CIRS "YR CONTROL 6574"
74	7194477.65	2486256.32	615.23	CP /1/2"CIRSYC"YR"
75	7195842.33	2486126.92	618.03	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
76	7195286.92	2486103.97	616.28	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
77	7195798.94	2486730.84	616.68	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
78	7196039.72	2487701.41	618.41	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
79	7196378.77	2488642.03	619.04	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
80	7196979.43	2489443.98	625.84	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
81	7197592.70	2489885.01	622.25	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
101	7196207.06	2488839.20	634.44	RR SPIKE WITH NOTCH
102	7196226.74	2489812.36	651.17	RR SPIKE WITH NOTCH

GARVER

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THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGNS CONVEYED HEREIN, SHALL BE CONSIDERED INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROPERTY OF GARVER, LLC. ANY USE, REPRODUCTION, OR DISTRIBUTION OF THIS DOCUMENT, ALONG WITH THE IDEAS AND DESIGN CONTAINED HEREIN, IS PROHIBITED UNLESS AUTHORIZED IN WRITING BY GARVER, LLC OR EXPLICITLY ALLOWED IN THE GOVERNING PROFESSIONAL SERVICES AGREEMENT FOR THIS WORK.

100% DESIGN - NOT FOR CONSTRUCTION

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF: KORY D. WILKINSON, P.E. 135779 ON MARCH 2025. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.

REV	DATE	DESCRIPTION	BY

RASOR SEWER INTERCEPTOR

CELINA, TEXAS

Life Connected.

OVERALL KEY MAP

JOB NO.: W05-2301945
DATE: MAR. 2025
DESIGNED BY: KDW
DRAWN BY: FJC/EMG
CHECKED BY: DF

BAR IS ONE INCH ON ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRAWING NUMBER
05-C101

SHEET NUMBER **06**

File: L:\2023\W05-2301945 - Celina Rasor Sewer Interceptor\Drawings\CRSI-05-C101-KM.dwg Last Save: 1/30/2025 8:58 AM Last saved by: AJDeLaCruz
Last plotted by: Garza, Elizabeth M. Plot Style: AECmono.ctb Plot Scale: 1:2.5849 Plot Date: 3/5/2025 11:33 AM Plotter used: None

Docusign Envelope ID: D525A79D-5273-4922-952A-3EFA9DAD1675

EXHIBIT B

Estimated Cost of Interim Sanitary Sewer Interceptor

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100% OPCC
AACE Class I
Celina Rasor Sewer Interceptor
Garver Project #: W05-2301945

Item	Description	Unit	Estimated Quantity	Unit Price	Cost
1	18-inch F679 PS115 Sanitary Sewer by Open Cut (BOC)	LF	5110	$ 285.00	$ 1,456,350
2	18-inch F679 PS115 Sanitary Sewer Installed with 30-inch Steel Casing by Other Than Open Cut (BOTOC)	LF	172	$ 1,000.00	$ 172,000
3	18-inch F679 PS115 Sanitary Sewer Installed with 30-inch Steel Casing by Open Cut (BOC)	LF	78	$ 1,200.00	$ 93,600
4	10-inch Bi-Directionally Restrained D3034 SDR 26 BOC	LF	142	$ 195.00	$ 27,690
5	10-inch Bi-Directionally Restrained D3034 SDR 26 Installed with 20-inch Bi-Directional Restrained Steel Casing BOTOC	LF	80	$ 900.00	$ 72,000
6	Standard 5-ft Diameter Concrete Manhole w/ Bolted Lid	EA	10	$ 27,500.00	$ 275,000
7	Standard 5-ft Diameter Concrete Manhole w/ Bolted Lid & Vent	EA	6	$ 30,000.00	$ 180,000
8	7-ft Diameter Polymer Concrete Grit Chamber Structure (15-ft Depth)	EA	1	$ 66,000.00	$ 66,000
9	Odor Control (Wager 1800 Series)	EA	6	$ 8,000.00	$ 48,000
10	Connection to Existing Manhole	EA	2	$ 3,000.00	$ 6,000
11	Seeding and Restoration	AC	10	$ 5,000.00	$ 50,000
12	Remove and Replace Existing Fencing	LF	1290	$ 15.00	$ 19,350
13	Flex Base (CMP IN PLC) (TY A GR 1-2) (8-inch)	SY	4520	$ 20.00	$ 90,400
14	Post Construction CCTV of Sewer	LF	5580	$ 5.00	$ 27,900
15	Trench Safety	LF	5250	$ 5.00	$ 26,250
16	Traffic Control	LS	1	$ 7,500.00	$ 7,500
17	SWPPP	LS	1	$ 15,000.00	$ 15,000
				Subtotal	**$ 2,633,040**
				Contingency (10%)	**$ 263,304**
				Mobilization and Demobilization (5%)	**$ 131,652**
18	Oversize Cost for 10' Manhole	EA	1	$ 85,541.00	$ 85,541
				Total OPCC	**$ 3,113,537**

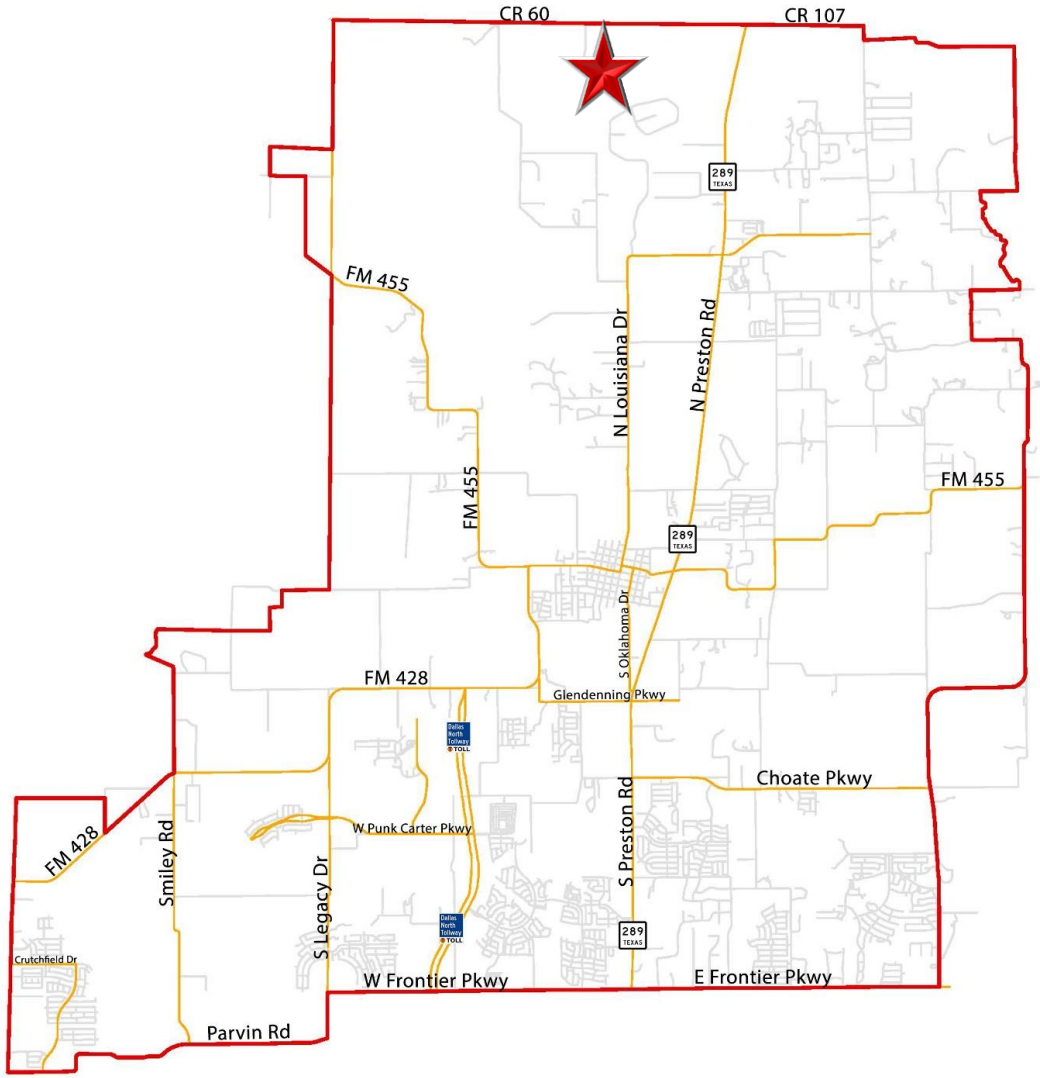
RASOR SEWER INTERCEPTOR REIMBURSEMENT AGREEMENT

April 8, 2025

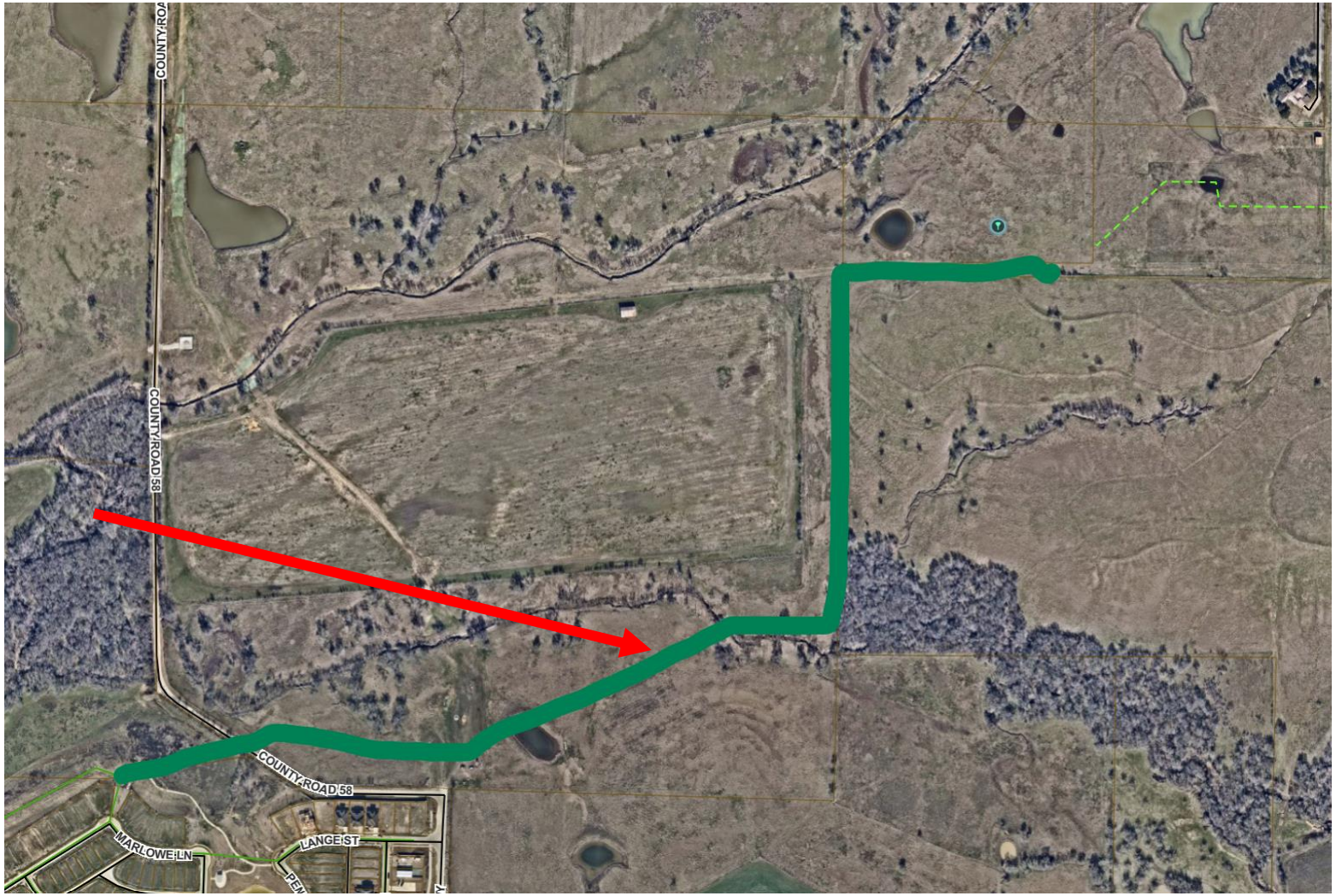
Andy Glasgow, P.E., PMP, CFM
Director of Engineering



LOCATION MAP

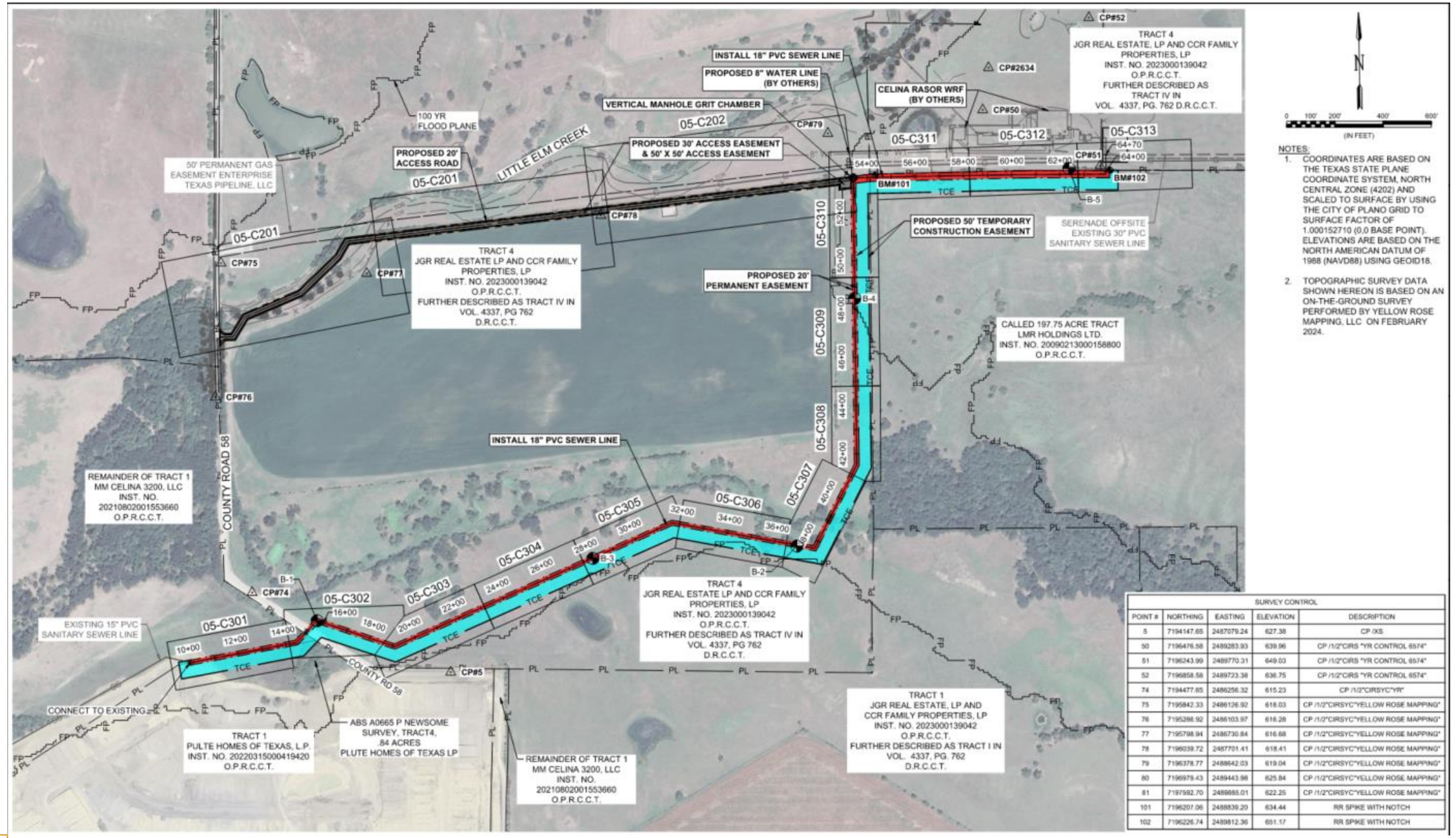


LOCATION MAP



BACKGROUND

- City Council Authorized the design of the Rasor Interceptor on December 12, 2023
- Interceptor will be an interim solution to building the Rasor Water Reclamation Facility as obligated by development agreement.
- The proposed infrastructure includes over fifty-three hundred feet (5,300') of eighteen inch (18") sanitary sewer lines, manholes, testing, and site restoration.
- Reimbursement agreement will authorize Marilee development to construct the infrastructure at a projected cost of $ 3,113,537.



SURVEY CONTROL

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
5	7194147.65	2487079.24	627.38	CP /XS
50	7196476.58	2489283.93	639.96	CP /1/2"CIRS "YR CONTROL 6574"
51	7196243.99	2489770.31	649.03	CP /1/2"CIRS "YR CONTROL 6574"
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77	7195798.94	2486730.84	616.68	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
78	7196039.72	2487701.41	618.41	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
79	7196378.77	2488642.03	619.04	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
80	7196979.43	2489443.98	625.84	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
81	7197592.70	2489885.01	622.25	CP /1/2"CIRSYC"YELLOW ROSE MAPPING"
101	7196207.06	2488839.20	634.44	RR SPIKE WITH NOTCH
102	7196226.74	2489812.36	651.17	RR SPIKE WITH NOTCH

QUESTIONS?


CELINA
TEXAS
EST. 1876
Life Connected.

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:	April 8, 2025
Re:	Purchase of Pierce Mid-mount Platform Truck

Action Requested:
Consider and act to authorize the purchase of Pierce Mid-mount Platform Truck from Siddons Martin Emergency Group through a cooperative contact in an amount not to exceed $2,548,606.00. (White)

Background Information:
The Celina Fire Department (CFD) is seeking the purchase of a Pierce Mid-mount Platform Truck from Siddons Martin Emergency Group.

This truck will be utilized at the most appropriate station based on operational considerations. The delivery time is approximately March 2028. Due to global supply chain restraints, high demand for fire apparatus, and the time necessary to build a mid-mount platform truck, the City must place its order with Siddons Martin approximately three years in advance of estimated delivery. The terms of the agreement provide that the City will pay a reduced cancelation fee of $250,000 should the CIty cancel its order within 6 months. Additionally, the City has up to 12 months after the approval of the order to apply the amount of the order to a future purchase should the City determine not to purchase the mid-mount platform truck. These conditions provide time for the City to evaluate the impact of any potential changes, either legislatively or operationally, which may impact the timing of the purchase of the mid-mount platform truck in the future.

The units will be purchased through the following cooperative contract.

- BuyBoard 746-24

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter

271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

Legal Review:
N/A

Supporting Documents:
1. Staff Presentation
2. 2028CelinaMidMountProposal

Financial Consideration:
Funding will be available upon the issuance of bonds in FY 2027. The cancelation penalty will be encumbered in Fund 120, with the remaining balance allocated to the 2027 bonds.

Staff Recommendation:
Staff recommends authorizing the purchase as presented.

Pierce-Custom Velocity Aerial, HD Ladder 107ft Mid-Mount

Fire Department
April 8, 2025



PIERCE-CUSTOM VELOCITY AERIAL, HD LADDER 107FT MID-MOUNT

- The City of Celina is requesting to purchase a new Pierce-Custom Velocity Aerial, HD Ladder 107', Mid-Mount, will go into service at the most viable location in Celina, Texas.
- The engine will be sourced from Pierce Manufacturing located in Appleton, Wisconsin for a price of $2,548,606.00 utilizing Buyboard contract, which ensures best pricing and aligns our process with government purchasing regulations.
- This will be paid by a future issuance of bonds, , if available. The funding source for the cancellation penalty of $250,000.00 is budgeted within Fund 120.
- Choosing a Pierce fire engine will maintain standardization within our fleet. All of our current fire engines are Pierce. This helps us to sustain operational effectiveness and streamlines the maintenance of our engines.
- This brand-new mid-mount truck is expected to be delivered in March 2028.
- The new mid-mount truck will be placed into front-line service and respond to Fire/Rescue and EMS emergencies.

CANCELLATION PENALTY INFORMATION

- If the City of Celina elects to cancel this purchase order after its issuance but before September 30, 2025 (“Cancellation Date”), Siddons Martin Emergency Group shall be entitled to a cancellation penalty of Two Hundred and Fifty Thousand Dollars ($250,000) (“Cancellation Penalty”).

- If the City cancels the purchase order after the Cancellation Date, the standard cancellation fees otherwise outlined within this proposal will apply unless the City of Celina issues a new purchase order for another fire apparatus to Siddons Martin Emergency Group within six (6) months of Cancellation Date.

- In that case, the full amount of the Cancellation Penalty will be credited towards the new purchase.

PIERCE-CUSTOM VELOCITY AERIAL, HD LADDER 107FT MID-MOUNT



Scott Beckwith
North Texas Sales
214-274-6666

Siddons-Martin Emergency Group

Pierce

Skeeter METALS SUPERIOR EQUIPMENT G&W DIESEL SERVICES, INC.

QUESTIONS?

Siddons Martin Emergency Group, LLC
3500 Shelby Lane
Denton, TX 76207
GDN P115891
TXDOT MVD No. A115890

March 6, 2025

CELINA FIRE DEPARTMENT (TX)
1413 S PRESTON RD
SUITE 200
CELINA, TX 75009

Proposal For: 2028 Celina Mid Mount Tower Cancel and Replace

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to CELINA FIRE DEPARTMENT (TX). Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB CELINA FIRE DEPARTMENT (TX) and training on operation and use of the apparatus.

Description	Amount
Qty. 1 - 1500 - Pierce-Custom Velocity Aerial, HD Ladder 100', Mid-Mount, No Pump (Unit Price - $2,547,106.00) Delivery within 34-35 months of order date QUOTE # - SMEG-0009300-0	
Vehicle Price	$2,547,106.00
1500 - UNIT TOTAL	$2,547,106.00
SUB TOTAL	$2,547,106.00
BuyBoard 746-24 (FIRE)	$1,500.00
TOTAL	$2,548,606.00

Price guaranteed until 3/31/2025

Additional: The order of this unit will cancel the order of the Celina Tiller.

'Due to global supply chain constraints, any delivery date contained herein is a good faith estimate as of the date of this order/contract, and merely an approximation based on current information. Delivery updates will be made available, and a final firm delivery date will be provided as soon as possible.
Persistent Inflationary Environment Notification: If the Producer Price Index of Components for Manufacturing [www.bls.gov Series ID: WPUID6112] (the "PPI") has increased at a compounded annual growth rate greater than 5.0% from the date of acceptance of this proposal letter (the "Order Month") and 14 months prior to the anticipated Ready for Pickup Date (the

"Evaluation Month"), then the proposal price may be increased by an amount equal to any increase exceeding 5.0% for the time period between the Order Month and the Evaluation Month. Siddons Martin and Pierce will provide documentation of such increase and the updated price for the customer's approval before proceeding with completion of the order along with an option to cancel the order.'

Taxes: Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Late Fee: A late fee of .033% of the sale price will be charged per day for overdue payments beginning ten (10) days after the payment is due for the first 30 days. The late fee increases to .044% per day until the payment is received. In the event a prepayment is received after the due date, the discount will be reduced by the same percentages above increasing the cost of the apparatus.

Cancellation: In the event this proposal is accepted and a purchase order is issued then cancelled or terminated by Customer before completion, Siddons-Martin Emergency Group may charge a cancellation fee. The following charge schedule based on costs incurred may be applied:

(A) 10% of the Purchase Price after order is accepted and entered by Manufacturer;
(B) 20% of the Purchase Price after completion of the approval drawings;
(C) 30% of the Purchase Price upon any material requisition.

The cancellation fee will increase accordingly as costs are incurred as the order progresses through engineering and into manufacturing. Siddons-Martin Emergency Group endeavors to mitigate any such costs through the sale of such product to another purchaser; however, the customer shall remain liable for the difference between the purchase price and, if applicable, the sale price obtained by Siddons-Martin Emergency Group upon sale of the product to another purchaser, plus any costs incurred by Siddons-Martin to conduct such sale.

Notwithstanding anything herein to the contrary, the parties agree that if the City of Celina elects to cancel this purchase order after its issuance but before September 30, 2025 ("Cancellation Date"), Siddons Martin Emergency Group shall be entitled to a cancellation penalty of Two Hundred and Fifty Thousand Dollars ($250,000) ("Cancellation Penalty"). If the City cancels the purchase order after the Cancellation Date, the standard cancellation fees otherwise outlined within this proposal will apply unless the City of Celina issues a new purchase order for another fire apparatus to Siddons Martin Emergency Group within six (6) months of Cancellation Date. In that case, the full amount of the Cancellation Penalty will be credited towards the new purchase.

Acceptance: In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group, LLC requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of Texas. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group, LLC unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group, LLC.

Sincerely,

Scott Beckwith

I, _____, the authorized representative of CELINA FIRE DEPARTMENT (TX), agree to purchase the proposed and agree to the terms of this proposal and the specifications attached hereto.

_____

Signature & Date

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:	Jeovanna Rubio
Date:	April 8, 2025
Re:	Cambridge Crossing Phase# 4 PSAP

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #4 of the Cambridge Crossing Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #4 Assessment Roll – Phase 4 Improvements and proposed Phase #4 Assessment Roll – Phase #4 Additional Projects; and providing for noticing and calling public hearings on May 13, 2025 to consider ordinances levying assessments on property located within Phase #4 of the Cambridge Crossing Public Improvement District. (Bromiley)

Background Information:
The Cambridge Crossing Public Improvement District (the "Cambridge Crossing PID") was created by the City on February 28, 2017 and is an approximately 484.074 acre master planned project located in a fast-growing development area of the City located approximately 2 miles west of Preston Road and 4.5 miles north of US 380. The Cambridge Crossing PID is expected to have approximately 1,534 single family homes over multiple phases.

Phase #4 consists of approximately 79.906 acres and is projected to consist of 289 single-family residential units.

The estimated authorized direct public improvement cost for Phase #4 is $11,965,000 (streets, drainage, water, sewer, etc.) and the proportional share of major improvements being constructed at this time is $1,923,394 (streets, drainage, water, sewer, etc.). Additionally, the allocable portion of the initial major improvements (streets, drainage, water, sewer, etc.) previously constructed for the benefit of Phase #4 was $1,963,394, for a total Phase #4 Project costs $16,816,836.

The estimated PID assessments related to the improvements being constructed at this time for Phase #4 are

Lot Size	Total Current Assessment Phase #4 per unit	Phase #4's share of Phases #2-7 Major Improvement Area Assessment per unit	Phase #4 Projects Assessment per unit	Average Annual Installment per unit
50'	$44,269	$10,906	$55,175	$4,317
60'	$49,257	$12,135	$61,392	$4,804
74'	$56,739	$13,978	$70,717	$5,533

This Resolution identifies the costs of authorized public improvements that are to be financed by the two PID assessments within Phase #4. It also approves a preliminary amended and restated service and assessment plan that adds Phase #4. In compliance with state law, the resolution directs the filing of the proposed Phase #4 Assessment Roll with the City Secretary and calls two public hearings on May 13, 2025 during the scheduled City Council meeting to consider twoordinances levying the PID assessments on properties located within Phase #4.

If City Council approves the preliminary SAP (on April 8, 2025), staff will place two public hearings and two levy ordinances on the agenda for consideration on May 13, 2025. Staff also anticipates including a Reimbursement Agreement for Cambridge Crossing Phase #4 on the May 13, 2025 agenda.

Legal Review:
PSAP and Resolution approved by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. Celina Cambridge Crossing PID Phase #4 2025 - Resolution Approving SAP and Calling Hearings

Financial Consideration:

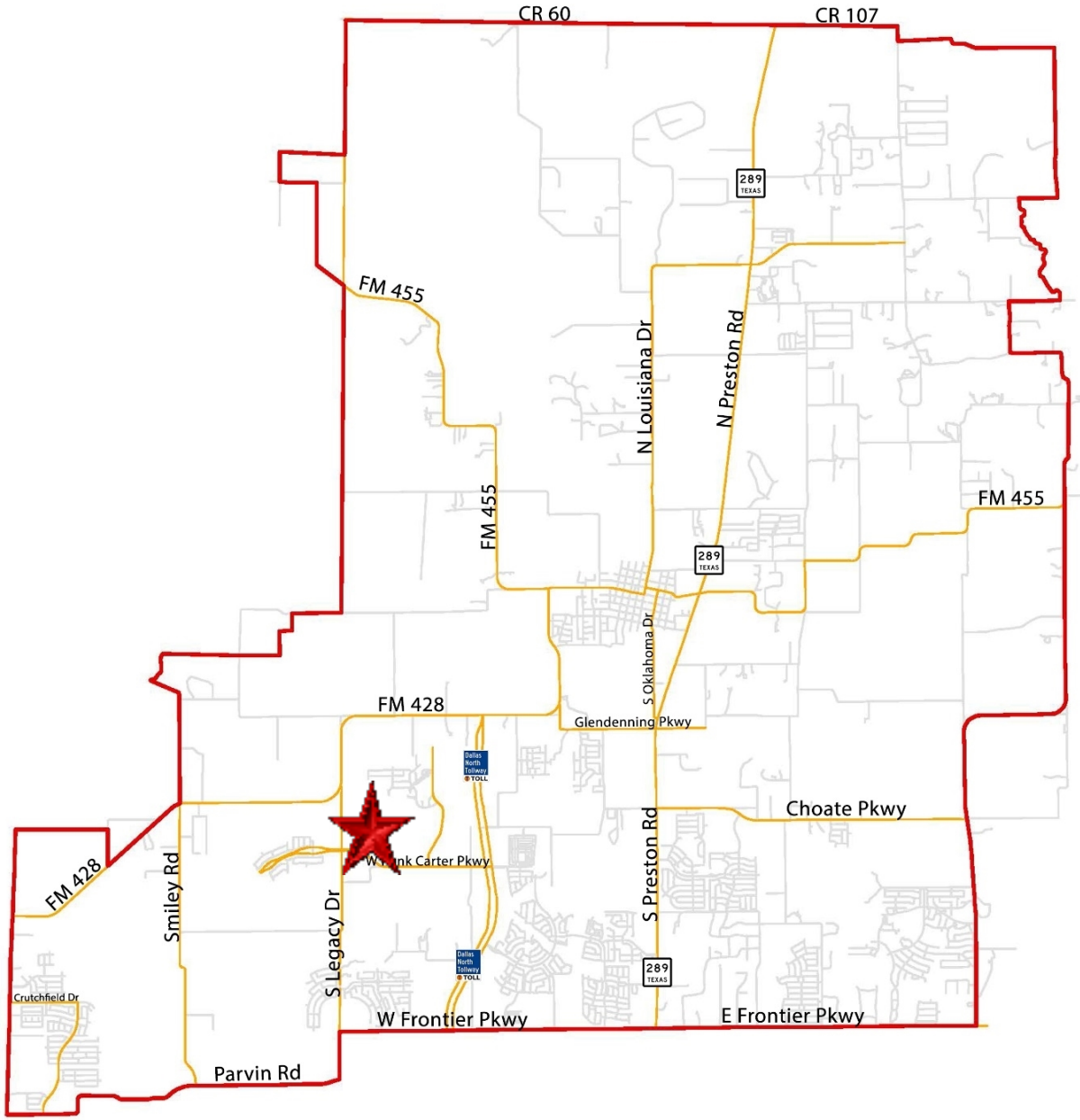
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Cambridge Crossing Phase #4 area to fund the identified public improvements.

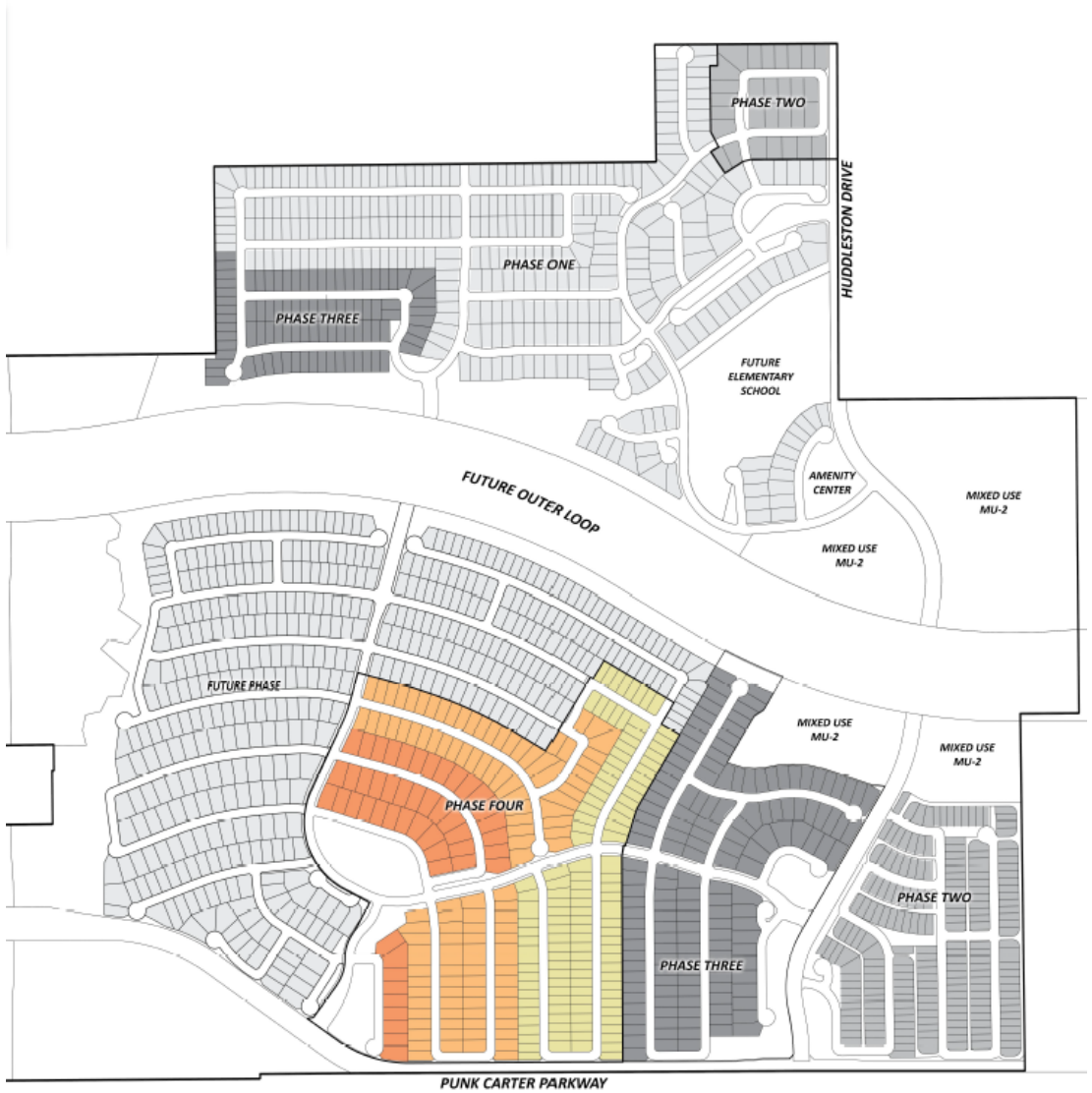
Staff Recommendation:
Staff recommends approval.

CAMBRIDGE CROSSING PHASE #4 PRELIMINARY SAP

City Council
April 8, 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


PHASE TWO
HUDDLESTON DRIVE
PHASE ONE
PHASE THREE
FUTURE ELEMENTARY SCHOOL
AMENITY CENTER
MIXED USE MU-2
FUTURE OUTER LOOP
MIXED USE MU-2
FUTURE PHASE
MIXED USE MU-2
MIXED USE MU-2
PHASE FOUR
PHASE TWO
PHASE THREE
PUNK CARTER PARKWAY

CAMBRIDGE CROSSING PID

- There are currently two established Phases within the PID
  - 1,534 single family lots across multiple phases
  - Requesting to levy assessments against the to-be-constructed Phase #4
  - 289 single family lots
  - Total Phase #4 Improvements (Direct and share of MIA) Costs: $16,816,836
    - Estimated Authorized Current Improvement Cost: $13,928,394
      - Phase #4 Improvement Costs – $11,965,000
      - Phase #4 MIA Additional Costs - $1,963.394
    - Previously Authorized Phase #4 share of Phase #2-7 Major Improvement Area (MIA) Cost: $2,888,442
- The Phase # 4 Assessments, when levied, are anticipated to secure, a Reimbursement Agreement following the Phase #4 levies.

PHASE #4 PID TOTAL BUDGETED COSTS

Authorized Improvements	Phase #4 Improvements	Proportional Share of Initial Major Improvements	Proportional Share of Additional Improvements	Total Phase #4 Projects
Roadway improvements	$4,332,062	$1,925,335	$779,269	$7,036,666
Water improvements	**$1,505,785**	**$175,265**	**$109,175**	**$1,790,225**
Sanitary sewer improvements	$1,134,868	$236,890	$95,015	$1,466,773
Storm drainage improvements	**$1,328,267**	**$281,212**	**$979,935**	**$2,589,413**
Other soft and miscellaneous costs3	$3,664,018	$269,740	$0	$3,933,759
Total Authorized Improvements	**$11,965,000**	**$2,888,442**	**$1,963,394**	**$16,816,836**

*Estimated and subject to change as actual interest rates are determined

PHASE #4 PID TOTAL ASSESSMENT

Lot Size	Total Current Assessment Phase #4 per unit	Phase #4's share of Phases #2-7 Major Improvement Area Assessment per unit	Phase #4 Projects Assessment per unit	Average Annual Installment per unit
50’	$44,269	$10,906	$55,175	$4,317
60’	$49,257	$12,135	$61,392	$4,804
74’	$56,739	$13,978	$70,717	$5,533

*Estimated and subject to change as actual interest rates are determined

PHASE #4 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (per $100/ AV)		
	50' lot	60' lot	74' lot
Calculated Net Tax Rate Equivalent for Overlapping PID Assessments	$0.6203	$0.6238	$0.5818
FYE 2025 Overlapping Tax Rates	$2.0645	$2.0645	$2.0645
Estimated Total Tax Rate	$2.6848	$2.6883	$2.6463

. *Estimated

TIMELINE

- April 8, 2025 – Pre-SAP and calling two public hearing resolutions
- May 13, 2025– Two Levy Ordinances for PID assessments
- May 13, 2025– Reimbursement Agreement

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 AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN PHASE #4 OF THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN UPDATED FOR PHASE #4, INCLUDING THE PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS AND THE PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITIONAL PROJECTS; DIRECTING THE FILING OF THE PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS AND THE PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITIONAL PROJECTS WITH THE CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING TWO PUBLIC HEARINGS FOR MAY 13, 2025 TO CONSIDER TWO ORDINANCES LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #4 OF THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SAID PUBLIC HEARINGS; AND RESOLVING OTHER MATTERS INCIDENT AND RELATED THERETO.

WHEREAS, the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended (the “PID Act”) authorizes the City of Celina, Texas (the "City") to create a public improvement district within the City or the extraterritorial jurisdiction of the City; and

WHEREAS, the City Council of the City (the "City Council") opened a public hearing on February 14, 2017 and continued the public hearing to a special called meeting on February 28, 2017, to consider a petition received by the City on January 3, 2017 titled "Petition for the Creation of a Public Improvement District Within the City of Celina, Texas, for the Cambridge Crossing Development" requesting the creation of a public improvement district within the corporate boundaries of the City; and

WHEREAS, on February 28, 2017, after all persons were given an opportunity to be heard in support of or in opposition to the creation of the proposed public improvement district, the City Council closed the public hearing and adopted Resolution No. 2017-10R (the "Authorization Resolution"), authorizing, establishing, and creating the “Cambridge Crossing Public Improvement District” (the “District”) for the purpose of financing certain public improvements authorized by the PID Act for the benefit of the property within the District (the “Authorized Improvements”); and

WHEREAS, the City Council and the City staff have been presented a Cambridge Crossing Public Improvement District Preliminary Service and Assessment Plan, updated for Phase #4, including the Proposed Assessment Rolls (as defined herein) attached thereto (collectively, the "Preliminary Updated SAP"), for the District to include assessments proposed to be levied against property within Phase #4 of the District that benefit from certain Authorized Improvements to be constructed within Phase #4. A copy of the Preliminary Updated SAP is (i) attached hereto as **Exhibit A,** (ii) is incorporated herein for all purposes, (iii) identifies the area constituting Phase #4 of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed solely for the benefit of Phase #4 (the "Phase #4 Improvements"), (v) identifies Phase #4's allocable share of the costs of the Authorized Improvements expected to be constructed for the benefit of entire District (the "Phase #4 Additional Projects"), and (vi) sets forth the proposed assessment roll for Phase #4 related to the Phase #4 Improvements (the "Proposed Phase #4 Assessment Roll – Phase #4 Improvements") and the proposed assessment roll for Phase #4 related to the Phase #4 Additional Projects (the "Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects" and, together with the Proposed Phase #4 Assessment Roll – Phase #4 Improvements, the "Proposed Assessment Rolls"); and

WHEREAS, the Preliminary Updated SAP sets forth the estimated total costs of the Phase #4 Improvements and Phase #4 Additional Projects to be financed by the District at this time and the Proposed Assessment Rolls state the assessments proposed to be levied against each benefitted parcel of land in Phase #4 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary Updated SAP; and

WHEREAS, the PID Act requires that the Proposed Assessment Rolls each be filed with the municipal secretary of the City (the "City Secretary") and be subject to public inspection; and

WHEREAS, the PID Act requires that a public hearing (the "Phase #4 Improvements Assessment Hearing") be called to consider proposed assessments against the benefitted property within Phase #4 of the District and related to the Phase #4 Improvements and requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Phase #4 Improvements Assessment Hearing; and

WHEREAS, the PID Act requires that a public hearing (the "Phase #4 Additional Projects Assessment Hearing" and, together with the Phase #4 Improvements Assessment Hearing, the "Assessment Hearings") be called to consider proposed assessments against the benefitted property within Phase #4 of the District and related to the Phase #4 Additional Projects and

requires City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Phase #4 Additional Projects Assessment Hearing; and

WHEREAS, the PID Act requires that notice of the Assessment Hearings be mailed to property owners liable for assessments and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearings.

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

SECTION 1. The recitals set forth above in this Resolution are true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary Updated SAP for the District, including the Proposed Assessment Rolls, in a form substantially similar to the attached **Exhibit A**, and which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary Updated SAP.

SECTION 3. The City Council hereby determines that the total costs of the Phase #4 Improvements to be financed by the District are as set forth in Table IV-E of the Preliminary Updated SAP.

SECTION 4. The City Council hereby determines that the total costs of the Phase #4 Additional Projects to be financed by the District are as set forth in Table IV-E of the Preliminary Updated SAP.

SECTION 5. The City Council's final determination and approval of the costs of the Phase #4 Improvements, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final Phase #4 Assessment Roll – Phase #4 Improvements, after the properly noticed and held Phase #4 Improvements Assessment Hearing.

SECTION 6. The City Council's final determination and approval of the costs of the Phase #4 Additional Projects, or any portion thereof, shall be subject to and contingent upon City Council's approval of a final, updated Service and Assessment Plan which will include a final

Phase #4 Assessment Roll – Phase #4 Additional Projects, after the properly noticed and held Phase #4 Additional Projects Assessment Hearing.

SECTION 7. The Proposed Assessment Rolls state the assessments and the projected annual installments proposed to be levied against each parcel of land in Phase #4 of the District that benefits from the Phase #4 Improvements and the Phase #4 Additional Projects, respectively, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary Updated SAP.

SECTION 8. The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls with the City Secretary and directs the City Secretary to make the same available for public inspection.

SECTION 9. The City Council hereby authorizes, and calls, two public hearings (collectively, the Assessment Hearings, as defined above) to be held on **May 13, 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 each of the Assessment Hearings, the City Council will consider two ordinances levying the assessments as special assessments on property located within Phase #4 of the District that benefits from the Phase #4 Improvements and Phase #4 Additional Projects, respectively, and which ordinances shall each specify the method of payment of the assessments.

SECTION 10. The City Council hereby authorizes and directs the City Secretary to publish notice of the Assessment Hearings to be held on **May 13, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **May 1, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 11. When the Proposed Assessment Rolls are filed with the City Secretary, the City Council hereby authorizes and directs the City Secretary, on or before **May 1, 2025**, to mail to owners of property liable for the respective proposed assessments notice of the Assessment Hearings to be held on **May 13, 2025**, as required by Section 372.016(c) of the PID Act.

SECTION 12. City staff is authorized and directed to take such other actions as are required (including, but not limited to, providing notice of the public hearings as required by the

Texas Open Meetings Act) to place the public hearings on the agenda for the **May 13, 2025** meeting of the City Council.

SECTION 13. This Resolution shall become effective from and after its date of passage in accordance with law.

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ADOPTED, PASSED, AND APPROVED on this the 8th day of April, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY UPDATED SAP

CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

August 14, 2018

as updated for Phase #2 on June 14, 2022, and updated for Phase #3 on February 14, 2023, and updated for Phase #4 on April 8, 2025.

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

CAMBRIDGE CROSSING
PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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APPENDIX C – 1 – Phase #2 Legal Description

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APPENDIX D – Diagrams of the Authorized Improvements

APPENDIX E – PID Assessment Notice

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APPENDIX G – Phases #2-7 Major Improvement Area Assessment Roll

APPENDIX H – Phase #1 Assessment Roll

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APPENDIX J-1 – Phase #3 Assessment Roll – Phase #3 Improvements

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APPENDIX K-1 – Proposed Phase #4 Assessment Roll – Phase #4 Improvements

APPENDIX K-2 – Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects

I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On February 28, 2017, the City Council of the City of Celina, Texas passed and approved Resolution No. 2017-10R approving and authorizing the creation of the Cambridge Crossing Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID, all of which is located within the City of Celina.

The property in the PID is proposed to be developed in approximately seven phases, and the PID will finance public improvements for each phase as each phase is developed. Assessments will be imposed on all the property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be provided for that phase.

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 Cambridge Crossing Public Improvement District Service and Assessment Plan, as updated (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, as amended, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan "must (i) cover a period of at least five years; (ii) define the annual indebtedness and the projected costs for improvements; and (iii) include a copy of the notice form required by Section 5.014, Property Code." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The roll must state the assessment against each parcel of land in the district, as determined by the method of assessment chosen by the municipality or county under this subchapter." The Assessment Rolls for the PID are included as Appendix G, Appendix H, Appendix I, Appendix J-1, Appendix J-2, Appendix K-1 and Appendix K-2 of this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Cost may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and property taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and material men in connection with the acquisition, construction or implementation of the Authorized Improvements, (f) all related permitting, zoning and public approval expenses, architectural, engineering, legal, and consulting fees, financing charges, taxes, governmental fees and charges (including inspection fees, City permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs may include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" 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 Major Improvements" mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are being constructed after Phase #1. Assessments have been or will be levied against property within Phase #3, Phase #4, and the Future Phases only to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #3, Phase #4, and the Future Phases, respectively. The Actual Costs of the Additional Major Improvements allocable to Phase #1 and Phase #2 have been or will be paid by the Developer without reimbursement.

"Administrative Expenses" mean the administrative, organization, maintenance and operation costs associated with, or incidental to, the administration, organization, maintenance and operation of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including

conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, maintenance, and operation of the PID and the Authorized Improvements, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) issuing, paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual principal of, redemption premium, if any, and interest on the Bonds or any costs of issuance associated with the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any 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 interest, as shown on the Assessment Rolls attached hereto as Appendix G, Appendix H, Appendix I, Appendix J-1, Appendix J-2, Appendix K-1 and Appendix K-2, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) the Additional Interest described in Section V of this Service and Assessment Plan, if applicable, and (iii) the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the sixth 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 Phases #2-7 Major Improvement Area Assessment Roll, the Phase #1 Assessment Roll, the Phase #2 Assessment Roll, the Phase #3 Assessment Roll - Phase #3 Improvements, the Phase #3 Assessment Roll - Phase #3 Additional Projects, the Phase #4 Assessment Roll - Phase #4 Improvements, the Phase #4 Assessment Roll - Phase #4 Additional Projects, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B of this Service and Assessment Plan and Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"Budgeted Cost(s)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"County" means Collin County, Texas.

"Delinquent Collection Costs" mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means Tollway/Outer Loop, L.P., a Texas limited partnership, and any successor owner of the property within the PID or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

"Equivalent Units" mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Phase Improvements" means those Authorized Improvements associated specifically with any Future Phases.

"**Future Phases**" means Phases to be developed after Phase #1, Phase #2, Phase #3, and Phase #4 as such areas are generally depicted and described in Appendix A. The Future Phases are subject to adjustment and are shown for example only.

"Homeowner Association" means a homeowner's association or property owners' association established for the benefit of property owners within the boundaries of the PID.

"Homeowner Association Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to, whether in fee simple or through an exclusive use easement, a Homeowner's Association.

"Initial Major Improvements" mean the Authorized Improvements described in Section III.B that benefit all Assessed Property within the PID and that were constructed concurrently with Phase #1.

"Lot" means a tract of land described as a "lot" in a subdivision plat recorded in the official public records of the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" mean the Initial Major Improvements and the Additional Major Improvements.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, which may include 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 from the Authorized Improvements. 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.G.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the construction of Authorized Improvements (or the portion thereof) that specially benefit the Parcels within such Phase and designated in an update to this Service and Assessment Plan and/or the issuance of Phased PID Bonds related to such Phase.

"Phase #1" means the initial Phase to be developed, identified as "Phase #1" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix H.

"Phase #1 Additional Projects" means the pro rata portion of the Additional Major Improvements allocable to Phase #1, which are described in Section III.C.

"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 Initial Projects is levied.

"Phase #1 Assessment Revenues" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Initial Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix H**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #1 Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #1 Project)" that are secured primarily by Phase #1 Assessment Revenues and financed a portion of the Phase #1 Initial Projects.

"Phase #1 Improvements" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

"Phase #1 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #1 and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit related to the Phase #1 Initial Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $37,615.15
Lot Type 2 (60 Ft) - $30.648.27
Lot Type 3 (50 Ft) - $25.578.30

"Phase #1 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #1, and (ii) the Phase #1 Improvements, which are described in Section III.

"Phase #2" means the second Phase to be developed, identified as "Phase #2" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix I.

"Phase #2 Additional Projects" means the pro rata portion of the Additional Major Improvements allocable to Phase #2, which are described in Section III.C.

"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 are 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 I**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phase #2 Improvements" mean the Authorized Improvements which only benefit Phase #2 Assessed Property, which are described in Section III.E.

"Phase #2 Initial Projects" mean (i) the pro rata portion of the Initial Major Improvements allocable to Phase #2 and (ii) the Phase #2 Improvements, which are described in Section III.

"Phase #2 Maximum Assessment Per Unit" means for Phase #2, an Assessment per unit related solely to the Phase #2 Initial Projects, as shown in Appendix F Table F-37, for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $51,608.62
Lot Type 2 (60 Ft) - $44,803.09
Lot Type 4 (84 Ft) - $56,712.77
Lot Type 5 (40 Ft) - $33,460.53

"Phase #2 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #2, and (ii) the Phase #2 Improvements, which are described in Section III.

"Phases #2-7 Major Improvement Area" means the property within the PID excluding Phase #1 which is to be developed subsequent to Phase #1 and generally depicted in Appendix A of this Service and Assessment Plan or any Annual Service Plan Update.

"Phases #2-7 Major Improvement Area Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Phases #2-7 Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Phase #2-7 Major Improvement Area Projects.

"Phases #2-7 Major Improvement Area Assessed Property" means, for any year, all Parcels within the PID other than (a) Non-Benefited Property, and (b) Parcels within Phase #1. Such property is shown in the Phases #2-7 Major Improvement Area Assessment Roll.

"Phases #2-7 Major Improvement Area Assessment Roll" means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time

in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

"Phases #2-7 Major Improvement Area Bonds" mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phases #2-7 Major Improvement Project)" that are secured primarily by Phases #2-7 Major Improvement Area Assessment Revenues.

"Phases #2-7 Major Improvement Area Projects" means the pro rata portion of the Initial Major Improvements allocable to the Phases #2-7 Major Improvement Area, which are described in Section III.B.

"Phase #3" means the third Phase to be developed, identified as "Phase #3" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix J-1 or Appendix J-2.

"Phase #3 Additional Projects" means the pro rata portion of the Additional Major Improvements allocable to Phase #3, which are described in Section III.C.

"Phase #3 Assessed Property" means all Parcels within Phase #3 other than Non-Benefited Property and shown in (i) the Phase #3 Assessment Roll - Phase #3 Improvements against which an Assessment relating to the Phase #3 Improvements are levied and (ii) the Phase #3 Assessment Roll - Phase #3 Additional Projects against which an Assessment relating to the Phase #3 Additional Projects are levied.

"Phase #3 Assessment Revenues" mean, collectively, the actual revenues received by or on behalf of the City from the collection of all Assessments levied against Phase #3 Assessed Property, or the Annual Installments thereof, for the Phase #3 Improvements and the Phase #3 Additional Projects.

"Phase #3 Assessment Roll – Phase #3 Improvements" means the document included in this Service and Assessment Plan as Appendix J-1, 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 #3 Assessment Roll – Phase #3 Additional Projects" means the document included in this Service and Assessment Plan as Appendix J-2, 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 #3 Improvements" mean the Authorized Improvements which only benefit Phase #3 Assessed Property, which are described in Section III.F.

"Phase #3 Maximum Assessment Per Unit" means for Phase #3, the aggregate of all Assessments per unit related solely to the Phase # 3 Projects, as shown in Appendix F Table F-44, for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $51,637.96
Lot Type 2 (60 Ft) - $44,828.56
Lot Type 3 (50 Ft) - $40,288.96

"Phase #3 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #3, and (ii) the Phase #3 Improvements, which are described in Section III.

"Phase #4" means the fourth Phase to be developed, identified as "Phase #4" and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix K-1 or Appendix K-2.

"Phase #4 Additional Projects" means the pro rata portion of the Additional Major Improvements allocable to Phase #4, which are described in Section III.C.

"Phase #4 Assessed Property" means all Parcels within Phase #4 other than Non-Benefited Property and shown in (i) the Phase #4 Assessment Roll - Phase #4 Improvements against which an Assessment relating to the Phase #4 Improvements are levied and (ii) the Phase #4 Assessment Roll - Phase #4 Additional Projects against which an Assessment relating to the Phase #4 Additional Projects are levied.

"Phase #4 Assessment Revenues" mean, collectively, the actual revenues received by or on behalf of the City from the collection of all Assessments levied against Phase #4 Assessed Property, or the Annual Installments thereof, for the Phase #4 Improvements and the Phase #4 Additional Projects.

"Phase #4 Assessment Roll – Phase #4 Improvements" means the document included in this Service and Assessment Plan as Appendix K-1, 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 #4 Assessment Roll – Phase #4 Additional Projects" means the document included in this Service and Assessment Plan as Appendix K-2, 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 #4 Improvements" mean the Authorized Improvements which only benefit Phase #4 Assessed Property, which are described in Section III.G.

"Phase #4 Maximum Assessment Per Unit" means for Phase #4, the aggregate of all Assessments per unit related solely to the Phase # 4 Projects, as shown in Appendix F Table F-51, for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $70,017.31
Lot Type 2 (60 Ft) - $61,391.94
Lot Type 3 (50 Ft) - $55,175.04

"Phase #4 Projects" mean (i) the pro rata portion of the Major Improvements allocable to Phase #4, and (ii) the Phase #4 Improvements, which are described in Section III.

"Phased PID Bonds" mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase.

"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 and Delinquency Reserve" means, with respect to the Phases #2-7 Major Improvement Area Bonds and Phase #1 Bonds, a reserve amount to be funded from Additional Interest collected each year. The Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding respective series of Bonds unless otherwise stipulated in the respective Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest component of the Annual Installments as provided in the respective Trust Indenture.

"Prepayment Costs" mean interest and Administrative Expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain Amended and Restated PID Reimbursement Agreement – Cambridge Crossing effective as of April 8, 2025 by and between the City and the Developer in which the Developer agrees to fund certain Actual Costs of the Authorized Improvements, including the Phases #2-7 Major Improvements, the Phase #1 Projects, the Phase #2 Improvements, the Phase #3 Improvements, the Phase #3 Additional Projects, the Phase #4 Improvements, and the Phase #4 Additional Projects and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from the related Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the respective Assessed Property.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Zoning Ordinance" means Ordinance No. 2016-32 adopted by the City Council on April 12, 2016, which ordinance establishes the permitted uses of, and standards for the development of the property within the PID.

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II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 484.074 gross acres of land, generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,534 single-family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots (1,534) is based upon the updated, proposed development plan.

The property in the PID was originally proposed to be developed as shown in Table II-A.

Table II-A
Proposed Development within the PID - Original

Description	Proposed Development	
Single-family – 74 Ft	152	Units
Single-family – 60 Ft	537	Units
Single-family – 50 Ft	839	Units
Total	**1,528**	**Units**

The original development plan was revised in 2022 and the revised lot count and lot mix is shown in Table II-B.1.

Table II-B.1
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	200	Units
Single-family – 60 Ft	491	Units
Single-family – 50 Ft	634	Units
Single-family – 40 Ft	198	Units
Total	**1,530**	**Units**

The development plan was revised in 2025 and the revised lot count and lot mix is shown in Table II-B.2.

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Table II-B.2
Proposed Development within the PID – 2025 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	201	Units
Single-family – 60 Ft	539	Units
Single-family – 50 Ft	589	Units
Single-family – 40 Ft	198	Units
Total	**1,534**	**Units**

B. Property Included in the Phases #2-7 Major Improvement Area

Phases #2-7 Major Improvement Area consists of approximately 334.675 acres and is now projected to consist of approximately 1,204 residential units. A map of the property within the Phases #2-7 Major Improvement Area and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phases #2-7 Major Improvement Area was originally proposed to be developed as shown in Table II-C.

Table II-C
Proposed Development within Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Single-family – 74 Ft	109	Units
Single-family – 60 Ft	415	Units
Single-family – 50 Ft	674	Units
Total	**1,198**	**Units**

The property within Phases #2-7 Major Improvement Area was revised in 2022 and the revised lot count and lot mix is shown in Table II-D.1.

Table II-D.1
Proposed Development within Phases #2-7 Major Improvement Area - 2022 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	157	Units
Single-family – 60 Ft	369	Units
Single-family – 50 Ft	469	Units
Single-family – 40 Ft	198	Units
Total	**1,200**	**Units**

The property within Phases #2-7 Major Improvement Area was revised in 2025 and the revised lot count and lot mix is shown in Table II-D.2.

Table II-D.2
Proposed Development within Phases #2-7 Major Improvement Area - 2025 Revised

Description	Proposed Development	
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	158	Units
Single-family – 60 Ft	417	Units
Single-family – 50 Ft	424	Units
Single-family – 40 Ft	198	Units
Total	**1,204**	**Units**

C. Property Included in Phase #1

Phase #1 originally consisted of approximately 108.523 acres. The final plat for Phase #1 is recorded in the real property records of Collin County, Texas as Document No. 20200212010000590 and consists of 330 residential lots on approximately 106.021 developed acres (which excludes certain right-of-way). A map of the property within Phase #1 and depicting the boundaries of each proposed Phase is shown in Appendix A.

The property within Phase #1 has been developed as shown in Table II-E.

Table II-E
Development within Phase #1

Description	Development	
Single-family – 74 Ft	43	Units
Single-family – 60 Ft	122	Units
Single-family – 50 Ft	165	Units
Total	**330**	**Units**

D. Property Included in Phase #2

Phase #2 consists of approximately 46.878 acres and consists of 227 single family residential units. The final plat for Phase #2 is recorded in the real property records of Collin County, Texas as Document No. 2022010000381. The property within Phase #2 is shown on the map attached as Appendix A, and is further described in Appendix C-1.

The property within Phase #2 has been developed as shown in Table II-F.

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Table II-F
Development within Phase #2

Proposed Development	Quantity	Measurement
Single-family – 84 Ft	7	Units
Single-family – 74 Ft	20	Units
Single-family – 60 Ft	2	Units
Single-family – 40 Ft	198	Units
Total	**227**	**Units**

E. Property Included in Phase #3

Phase #3 consists of approximately 70.971 acres and consists of 242 single family residential units. The property within Phase #3 is shown on the map attached as Appendix A and is further described in Appendix C-2.

The property within Phase #3 has been developed as shown in Table II-G.

Table II-G
Development within Phase #3

Proposed Development	Quantity	Measurement
Single-family – 74 Ft	19	Units
Single-family – 60 Ft	133	Units
Single-family – 50 Ft	90	Units
Total	**242**	**Units**

F. Property Included in Phase #4

Phase #4 consists of approximately 79.906 acres and is projected to consist of 289 single family residential units. The property within Phase #4 is shown on the map attached as Appendix A and is further described in Appendix C-3.

The property within Phase #4 is proposed to be developed as shown in Table II-H.

Table II-H
Proposed Development within Phase #4

Proposed Development	Quantity	Measurement
Single-family – 74 Ft	49	Units
Single-family – 60 Ft	114	Units
Single-family – 50 Ft	126	Units
Total	**289**	**Units**

G. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement for Future Phase Improvements and/or the Additional Major Improvements allocable to such Future Phase. In connection with the issuance of each new Phased PID Bond and/or new obligations under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to add additional details of each new Phase and the Future Phase Improvements as shown for Phase #1, Phase #2, Phase #3, and Phase #4 in Section II. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phase(s) are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, Appendix J-1, Appendix J-2, Appendix K-1 and Appendix K-2.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined that the Authorized Improvements as described in Appendix B and shown on the diagrams included as Appendix D should be undertaken by the City for the benefit of the property within the PID.

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 INITIAL MAJOR IMPROVEMENTS

The Initial Major Improvements benefit the entire PID. The costs of the Initial Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Actual Costs of the Initial Major Improvements are shown in Table III-A.

Roadway Improvements:

The major roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water Distribution System Improvements:

The major water distribution system improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Storm Drainage Collection System Improvements:

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. The storm drainage collection system improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-A shows the Actual Costs of the Initial Major Improvements.

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Table III-A
Actual Costs – Initial Major Improvements

Authorized Improvements	Total Initial Major Improvement Costs	Phase #1 Allocated Amount[1]	Phases #2-7 Major Improvement Area Allocated Amount
Roadway improvements, including right-of-way	$9,884,593	$2,169,249	$7,715,343
Water improvements	$899,803	$197,469	$702,334
Sanitary sewer improvements	$1,216,182	$266,900	$949,282
Storm drainage improvements	$1,443,730	$316,838	$1,126,892
Other soft and miscellaneous costs	$1,384,840	$303,914	$1,080,926
Total Authorized Improvements	**$14,829,147**	**$3,254,369**	**$11,574,778**

Note: Costs provided by Dowdey, Anderson & Associates.
[1]See Table V-A for allocation of Actual Costs of the Initial Major Improvements to Phase #1.

C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

The Additional Major Improvements benefit the entire PID. The costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Assessments have been levied, are being levied, or are anticipated to be levied against property within Phase #3, Phase #4, and the Future Phases to pay for the Actual Costs of the Additional Major Improvements allocable to Phase #3, Phase #4 and the Future Phases, respectively. The Actual Costs of the Additional Major Improvements allocable to Phase #1 and Phase #2 will be paid by the Developer without reimbursement.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B.

Roadway Improvements:

The major roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, street lights, and traffic control devices. 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 Distribution System Improvements:

The major water distribution system improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Assessed Property. The water distribution system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Collection System Improvements:

The major sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Collection System Improvements:

The major storm drainage collection system improvements consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts, multi-reinforced box culverts, junction boxes, inlets, headwalls, retaining walls, detention ponds and excavation thereof, and necessary appurtenances. 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.

Table III-B shows the Budgeted Costs of the Additional Major Improvements.

Table III-B
Budgeted Costs – Additional Major Improvements

Authorized Improvements	Total Additional Major Improvement Costs	Phase #1 Allocated Amount[1,2]	Phase #2 Allocated Amount[1,2]	Phase #3 Allocated Amount[2]	Phase #4 Allocated Amount[2]	Future Phases Allocated Amount[2]
Roadway improvements, including right-of-way	$4,001,285	$878,542	$499,322	$647,658	$779,269	$1,196,495
Water improvements	$560,579	$123,083	$69,955	$90,737	$109,175	$167,628
Sanitary sewer improvements	$487,873	$107,120	$60,882	$78,968	$95,015	$145,887
Storm drainage improvements	$5,031,637	$1,104,771	$627,900	$814,433	$979,935	$1,504,598
Other soft and miscellaneous costs	$0	$0	$0	$0	$0	$0
Total Authorized Improvements	**$10,081,374**	**$2,213,517**	**$1,258,058**	**$1,631,796**	**$1,963,394**	**$3,014,609**

Note: Costs provided by Dowdey, Anderson & Associates.
[1]Additional Major Improvements allocated to Phase #1 and Phase #2 will be paid for by the Developer without reimbursement.
[2]See Table V-C for allocation of Budgeted Costs of the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, and Future Phases.

D. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #1 Projects (including the Actual Costs of the Phase #1 Initial Projects) are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

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Road Improvements:

The Phase #1 roadway improvements include construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices. All roadway projects were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Water Improvements:

The Phase #1 water improvements consist of construction and installation of water lines, mains, pipes, valves and appurtenances necessary for the water distribution system, as well as related testing, trench safety and erosion protection, necessary to service the Phase #1 Assessed Property. The water distribution system improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Sanitary Sewer Improvements:

The Phase #1 sanitary sewer collection system improvements consist of construction and installation of pipes, service lines, manholes, encasements and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Table III-C shows the Actual Costs of Phase #1 Initial Projects and Budgeted Costs of Phase #1 Additional Projects.

Table III-C
Actual Costs of Phase #1 Initial Projects and Budgeted Costs of Phase #1 Additional Projects

Authorized Improvements	Phase #1 Improvements	Proportional Share of Initial Major Improvements[1]	Proportional Share of Additional Major Improvements[2]	Total Phase #1 Projects
Roadway improvements	$2,404,410	$2,169,249	$878,542	$5,452,202
Water improvements	$1,055,340	$197,469	$123,083	$1,375,892
Sanitary sewer improvements	$933,576	$266,900	$107,120	$1,307,597
Storm drainage improvements	$0	$316,838	$1,104,771	$1,421,609
Other soft and miscellaneous costs	$521,173	$303,914	$0	$825,087
Total Authorized Improvements	**$4,914,500**	**$3,254,369**	**$2,213,517**	**$10,382,386**

Note: Costs provided by Dowdey, Anderson & Associates.
[1]See Table III-A.
[2]See Table III-B. Additional Major Improvements allocated to Phase #1 will be paid for by the Developer without reimbursement.

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E. 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 Projects (including Actual Costs of the Phase #2's share of Initial Major Improvements) are shown in Table III-D and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvement portion of the Phase #2 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, streetlights, and traffic control devices, which benefit the Phase #2 Assessed Property. All roadway projects were designed and constructed in accordance with City standards and specifications and are 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, water services, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #2 Assessed Property. The water improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

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 were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

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, detention ponds and excavation thereof, and appurtenances necessary to provide adequate drainage to the Phase #2 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements were designed and constructed in accordance with City standards and specifications and are owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #2 Improvements consist of contingency, maintenance bonds, plating, permitting, engineering, staking and other soft costs.

Table III-D shows the Actual Costs of the Phase #2 Initial Projects and the Budgeted Costs of the Phase #2 Additional Projects.

Table III-D
Actual Costs of Phase #2 Initial Projects and Budgeted Costs of Phase #2 Additional Projects

Authorized Improvements	Phase #2 Improvements	Proportional Share of Initial Major Improvements[1]	Proportional Share of Additional Major Improvements[2]	Total Phase #2 Projects
Roadway improvements	$2,984,392	$1,233,671	$499,322	$4,717,385
Water improvements	$806,538	$112,302	$69,955	$988,795
Sanitary sewer improvements	$543,344	$151,789	$60,882	$756,014
Storm drainage improvements	$1,261,460	$180,188	$627,900	$2,069,549
Other soft and miscellaneous costs	$342,420	$172,838	$0	$515,258
Total Authorized Improvements	**$5,938,154**	**$1,850,789**	**$1,258,058**	**$9,047,001**

Note: Costs provided by Dowdey, Anderson & Associates.
[1]See Table III-A. Phase #2's proportionate share of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area. Phase #2's proportionate share of the Initial Major Improvements represents Actual Costs.
[2]See Table III-B. Additional Major Improvements allocated to Phase #2 will be paid for by the Developer without reimbursement.

F. Descriptions and Costs of Phase #3 Improvements

The Phase #3 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #3 Projects are shown in Table III-E and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvement portion of the Phase #3 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, streetlights, and traffic control devices, which benefit the Phase #3 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 #3 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, water services, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #3 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #3 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 #3 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #3 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, detention ponds and excavation thereof, and appurtenances necessary to provide adequate drainage to the Phase #3 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #3 Improvements consist of contingency, maintenance bonds, plating, permitting, engineering, staking and other soft costs.

Table III-E shows the Budgeted Costs of the Phase #3 Projects.

Table III-E
Budgeted Costs – Phase #3 Projects

Authorized Improvements	Phase #3 Improvements	Proportional Share of Initial Major Improvements[1]	Proportional Share of Additional Major Improvements[2]	Total Phase #3 Projects
Roadway improvements	$2,651,819	$1,600,165	$647,658	$4,899,642
Water improvements	$1,009,058	$145,664	$90,737	$1,245,459
Sanitary sewer improvements	$723,478	$196,881	$78,968	$999,328
Storm drainage improvements	$1,517,380	$233,718	$814,433	$2,565,531
Other soft and miscellaneous costs	$359,310	$224,184	$0	$583,494
Total Authorized Improvements	**$6,261,045**	**$2,400,613**	**$1,631,796**	**$10,293,454**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-E 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.
[1]See Table III-A. Phase #3's proportionate share of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area. Phase #3's proportionate share of the Initial Major Improvements represents Actual Costs.
[2]See Table III-B.

G. DESCRIPTIONS AND COSTS OF PHASE #4 IMPROVEMENTS

The Phase #4 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #4 Projects are shown in Table III-F and may be revised in Annual

Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvement portion of the Phase #4 Improvements consists of the construction of road improvements, including related excavation, paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, streetlights, and traffic control devices, which benefit the Phase #4 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 #4 Improvements consists of construction and installation of a looped water main network, which includes waterlines, valves, fire hydrants, water services, and appurtenances, necessary for the portion of the water distribution system that will service the Phase #4 Assessed Property. The water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvement portion of the Phase #4 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 #4 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvement portion of the Phase #4 Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, detention ponds and excavation thereof, and appurtenances necessary to provide adequate drainage to the Phase #4 Assessed Property constructed within the boundaries of the PID. The storm drainage collection system improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Other Soft and Miscellaneous Improvements

The other soft and miscellaneous portion of the Phase #4 Improvements consist of contingency, maintenance bonds, platting, permitting, engineering, staking and other soft costs.

Table III-F shows the Budgeted Costs of the Phase #4 Projects.

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Table III-F
Budgeted Costs – Phase #4 Projects

Authorized Improvements	Phase #4 Improvements	Proportional Share of Initial Major Improvements[1]	Proportional Share of Additional Major Improvements[2]	Total Phase #4 Projects
Roadway improvements	$4,332,062	$1,925,335	$779,269	$7,036,666
Water improvements	$1,505,785	$175,265	$109,175	$1,790,225
Sanitary sewer improvements	$1,134,868	$236,890	$95,015	$1,466,773
Storm drainage improvements	$1,328,267	$281,212	$979,935	$2,589,413
Other soft and miscellaneous costs[3]	$3,664,018	$269,741	$0	$3,933,759
Total Authorized Improvements	**$11,965,000**	**$2,888,442**	**$1,963,394**	**$16,816,837**

Note: Costs provided by Dowdey, Anderson & Associates. The figures shown in Table III-F 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.
[1]See Table III-A. Phase #4's proportionate share of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area. Phase #4's proportionate share of the Initial Major Improvements represents Actual Costs.
[2]See Table III-B.
[3]The costs shown herein include estimated bond issuance costs. The Assessment related to the estimated bond issuance costs will be reduced if bonds are not issued within 5 years of levy, unless otherwise extended by the City.

H. Future Phase Authorized Improvements

As Future Phases are developed and Phased PID Bonds are issued and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated to identify the specific Future Phase Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table III-G will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed.)

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IV. SERVICE PLAN

A. SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. The Phase #1 Improvements were completed and accepted by the City in the first quarter of 2020. The Initial Major Improvements were completed and accepted by the City in the first quarter of 2020. The Phase #2 Improvements were completed and accepted by the City in the third quarter of 2022. The Phase #3 Improvements are completed and were accepted by the City in the first quarter of 2023. The Phase #4 Improvements are anticipated to be completed and accepted by the City in the second quarter of 2025. Construction of the Additional Major Improvements commenced in second quarter of 2020 and are anticipated to be completed and accepted by the City in 2027.

The Actual Costs for the Phases #2-7 Major Improvement Area Projects plus costs related to the issuance of the Phases #2-7 Major Improvement Area Bonds, in one or more series, for the Phases #2-7 Major Improvement Area Projects and payment of expenses incurred in the establishment, administration and operation of the PID allocable to the Phases #2-7 Major Improvement Area Projects is $14,405,058 as shown in Table IV-A.

The Actual Costs for the Phase #1 Initial Projects and Budgeted Costs for the Phase #1 Additional Projects plus costs related to the issuance of the Phase #1 Bonds, in one or more series, and payment of expenses incurred in the establishment, administration and operation of the PID allocable to Phase #1 is $12,303,952 as shown in Table IV-B.2.

The Actual Costs for Phase #2 Improvements and Budgeted Costs of the Phase #2 Additional Projects and payment of expenses incurred in the administration and operation of PID allocable to Phase #2 is $7,196,212 as shown in Table IV-C.2.

The Actual Costs for Phase #3 Improvements and Budgeted Costs of the Phase #3 Additional Projects and payment of expenses incurred in the administration and operation of PID allocable to Phase #3 is $7,937,841 as shown in Table IV-D.2.

The Budgeted Costs for Phase #4 Improvements and Budgeted Costs of the Phase #4 Additional Projects and payment of expenses incurred in the administration and operation of PID allocable to Phase #4 is $13,973,394 as shown in Table IV-E.

The sources and uses of funds shown in Table IV-A, Table IV-B.2, Table IV-C.2, Table IV-D.2, and Table IV-E shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be amended (e.g. Table IV-F will be amended to add Phase #5, etc.).

The Phases #2-7 Major Improvement Area Bonds shown in Table IV-A were issued in 2018 to finance a portion of the Phases #2-7 Major Improvement Area Projects.

Table IV-A
Sources and Uses – Phases #2-7 Major Improvement Area

Sources of Funds	Total
Par amount	$13,795,000
Other funding sources[1]	$610,058
Total Sources	**$14,405,058**
Uses of Funds	
Initial Major Improvements	
Roadway improvements including right-of-way	$7,715,343
Water distribution system improvements	$702,334
Sanitary sewer improvements	$949,282
Storm drainage improvements	$1,126,892
Other soft and miscellaneous costs	$1,080,926
Subtotal Initial Major Improvements	*$11,574,778*
Bond issuance costs	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal bond issuance costs	*$2,830,280*
Total Uses	**$14,405,058**

[1]The other funding sources represent Actual Costs of the Phases #2-7 Major Improvement Area Projects paid by the Developer without reimbursement from the City.

The Phase #1 Bonds shown in Table IV-B.1 were issued in 2018 to finance a portion of the Phase #1 Initial Projects. Table IV-B.1 also includes the Phase #1 Additional Projects.

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Table IV-B.1
Estimated Sources and Uses – Phase #1 - Original

Sources of Funds	Total
Par amount	$9,555,000
Other funding sources[1]	$2,437,499
Total Sources	**$11,992,499**
Uses of Funds	
Initial Major Improvements[2]	
Road improvements including Right-of-Way	$2,169,249
Water distribution system improvements	$197,469
Sanitary sewer improvements	$266,900
Storm drainage improvements	$316,838
Other soft and miscellaneous costs	$303,914
Subtotal Initial Major Improvements	*$3,254,369*
Additional Major Improvements[3]	
Road improvements	$682,679
Water distribution system improvements	$128,165
Sanitary sewer improvements	$45,748
Storm drainage improvements	$1,045,472
Other soft and miscellaneous costs	$0
Subtotal Additional Major Improvements	*$1,902,064*
Phase #1 Improvements[2]	
Roadway improvements	$2,404,410
Water improvements	$1,055,340
Sanitary sewer improvements	$933,576
Storm drainage improvements	$0
Other soft and miscellaneous costs	$521,173
Subtotal Phase #1 Improvements	*$4,914,500*
Bond issuance costs	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal bond issuance costs	*$1,921,566*
Total Uses	**$11,992,499**

[1]The other funding sources represent Actual Costs of the Phase #1 Projects paid by the Developer without reimbursement from the City.
[2]The Phase #1 Initial Projects for which the Phase #1 Bonds were issued include the Phase #1 Improvements and the Initial Major Improvements allocated to Phase #1.
[3]Additional Major Improvements allocated to Phase #1 will be paid for by the Developer without reimbursement from the City. See Table III-B for allocation of Additional Major Improvements to Phase #1.

Table IV-B.2 includes updated costs of the Phase #1 Additional Projects.

Table IV-B.2
Estimated Sources and Uses – Phase #1 - Updated

Sources of Funds	Total
Par amount	$9,555,000
Other funding sources[1]	$2,748,952
Total Sources	**$12,303,952**
Uses of Funds	
Initial Major Improvements[2]	
Road improvements including Right-of-Way	$2,169,249
Water distribution system improvements	$197,469
Sanitary sewer improvements	$266,900
Storm drainage improvements	$316,838
Other soft and miscellaneous costs	$303,914
Subtotal Initial Major Improvements	*$3,254,369*
Additional Major Improvements[3]	
Road improvements	$878,542
Water distribution system improvements	$123,083
Sanitary sewer improvements	$107,120
Storm drainage improvements	$1,104,771
Other soft and miscellaneous costs	$0
Subtotal Additional Major Improvements	*$2,213,517*
Phase #1 Improvements[2]	
Roadway improvements	$2,404,410
Water improvements	$1,055,340
Sanitary sewer improvements	$933,576
Storm drainage improvements	$0
Other soft and miscellaneous costs	$521,173
Subtotal Phase #1 Improvements	*$4,914,500*
Bond Issuance Costs	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal Bond Issuance Costs	*$1,921,566*
Total Uses	**$12,303,952**

[1]The other funding sources represent Actual Costs of the Phase #1 Projects paid by the Developer without reimbursement from the City.
[2]The Phase #1 Initial Projects for which the Phase #1 Bonds were issued include the Phase #1 Improvements and the Initial Major Improvements allocated to Phase #1.
[3]Additional Major Improvements allocated to Phase #1 will be paid for by the Developer without reimbursement from the City. See Table III-B for allocation of Additional Major Improvements to Phase #1.

The obligation under the Reimbursement Agreement related to the Phase #2 Improvements, the Phase #2 Additional Projects, and the sources and uses of such obligations, is shown in Table IV-C.1.

Table IV-C.1
Estimated Sources and Uses – Phase #2 - Original

Sources of Funds	Phase #2 Obligation under Reimbursement Agreement
Reimbursement Agreement amount allocable to Phase #2	$5,938,154
Other funding sources	$1,081,043
Total Sources	**$7,019,197**
Uses of Funds	
Phase #2 Improvements	
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Subtotal Phase #2 Improvements	*$5,938,154*
Additional Major Improvements[1]	
Road improvements	$388,002
Water distribution system improvements	$72,843
Sanitary sewer improvements	$26,001
Storm drainage improvements	$594,197
Other soft and miscellaneous costs	$0
Subtotal Additional Major Improvements	*$1,081,043*
Total Uses	**$7,019,197**

[1]Additional Major Improvements allocated to Phase #2 will be paid for by the Developer without reimbursement from the City. See Table III-B for allocation of Additional Major Improvements to Phase #2.

Table IV-C.2 includes updated costs of the Phase #2 Additional Projects.

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Table IV-C.2
Estimated Sources and Uses – Phase #2 - Updated

Sources of Funds	Phase #2 Obligation under Reimbursement Agreement
Reimbursement Agreement amount allocable to Phase #2	$5,938,154
Other funding sources	$1,258,058
Total Sources	**$7,196,212**
Uses of Funds	
Phase #2 Improvements	
Roadway improvements	$2,984,392
Water improvements	$806,538
Sanitary sewer improvements	$543,344
Storm drainage improvements	$1,261,460
Other soft and miscellaneous costs	$342,420
Subtotal Phase #2 Improvements	*$5,938,154*
Additional Major Improvements[1]	
Road improvements	$499,322
Water distribution system improvements	$69,955
Sanitary sewer improvements	$60,882
Storm drainage improvements	$627,900
Other soft and miscellaneous costs	$0
Subtotal Additional Major Improvements	*$1,258,058*
Total Uses	**$7,196,212**

[1]Additional Major Improvements allocated to Phase #2 will be paid for by the Developer without reimbursement from the City. See Table III-B for allocation of Additional Major Improvements to Phase #2.

The obligation under the Reimbursement Agreement related to the Phase #3 Improvements, and the obligation under the Reimbursement Agreement related to Phase #3 Additional Projects, and the sources and uses of such obligations, are shown in Table IV-D.1.

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Table IV-D.1
Estimated Sources and Uses – Phase #3 - Original

Sources of Funds	Phase #3 Obligation under Reimbursement Agreement for the Phase #3 Improvements	Phase #3 Obligation under Reimbursement Agreement for Phase #3 Additional Projects	Total
Reimbursement Agreement amount allocable to Phase #3 Improvements	$6,291,045	$0	$6,291,045
Reimbursement Agreement amount allocable to Phase #3 Additional Projects	$0	$1,417,194	$1,417,194
Other funding sources	$0	$0	$0
Total Sources	**$6,291,045**	**$1,417,194**	**$7,708,239**
Uses of Funds			
Phase #3 Improvements			
Roadway improvements	$2,651,819	$0	$2,651,819
Water improvements	$1,009,058	$0	$1,009,058
Sanitary sewer improvements	$723,478	$0	$723,478
Storm drainage improvements	$1,517,380	$0	$1,517,380
Other soft and miscellaneous costs	$359,310	$0	$359,310
Subtotal Phase #3 Improvements	*$6,261,045*	*$0*	*$6,261,045*
Additional Major Improvements[1]			
Road improvements	$0	$503,268	$503,268
Water distribution system improvements	$0	$94,483	$94,483
Sanitary sewer improvements	$0	$33,725	$33,725
Storm drainage improvements	$0	$770,718	$770,718
Other soft and miscellaneous costs	$0	$0	$0
Subtotal Additional Major Improvements	*$0*	*$1,402,194*	*$1,402,194*
Other Costs			
Administrative Expenses	$30,000	$15,000	$45,000
Subtotal	*$30,000*	*$15,000*	*$45,000*
Total Uses	**$6,291,045**	**$1,417,194**	**$7,708,239**

[1]See Table III-B for allocation of Additional Major Improvements to Phase #3.

Table IV-D.2 includes updated costs of the Phase #3 Additional Projects.

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Table IV-D.2
Estimated Sources and Uses – Phase #3 - Updated

Sources of Funds	Phase #3 Obligation under Reimbursement Agreement for the Phase #3 Improvements	Phase #3 Obligation under Reimbursement Agreement for Phase #3 Additional Projects	Total
Reimbursement Agreement amount allocable to Phase #3 Improvements	$6,291,045	$0	$6,291,045
Reimbursement Agreement amount allocable to Phase #3 Additional Projects	$0	$1,417,194	$1,417,194
Other funding sources	$0	$229,602	$229,602
Total Sources	**$6,291,045**	**$1,646,796**	**$7,937,841**
Uses of Funds			
Phase #3 Improvements			
Roadway improvements	$2,651,819	$0	$2,651,819
Water improvements	$1,009,058	$0	$1,009,058
Sanitary sewer improvements	$723,478	$0	$723,478
Storm drainage improvements	$1,517,380	$0	$1,517,380
Other soft and miscellaneous costs	$359,310	$0	$359,310
Subtotal Phase #3 Improvements	*$6,261,045*	*$0*	*$6,261,045*
Additional Major Improvements[1]			
Road improvements	$0	$647,658	$647,658
Water distribution system improvements	$0	$90,737	$90,737
Sanitary sewer improvements	$0	$78,968	$78,968
Storm drainage improvements	$0	$814,433	$814,433
Other soft and miscellaneous costs	$0	$0	$0
Subtotal Additional Major Improvements	*$0*	*$1,631,796*	*$1,631,796*
Other Costs			
Administrative Expenses	$30,000	$15,000	$45,000
Subtotal Other Costs	*$30,000*	*$15,000*	*$45,000*
Total Uses	**$6,291,045**	**$1,646,796**	**$7,937,841**

[1]See Table III-B for allocation of Additional Major Improvements to Phase #3.

The obligation under the Reimbursement Agreement related to the Phase #4 Improvements, and the obligation under the Reimbursement Agreement related to Phase #4 Additional Projects, and the sources and uses of such obligations, are shown in Table IV-E.

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Table IV-E
Estimated Sources and Uses – Phase #4

Sources of Funds	Phase #4 Obligation under Reimbursement Agreement for the Phase #4 Improvements	Phase #4 Obligation under Reimbursement Agreement for Phase #4 Additional Projects	Total
Reimbursement Agreement amount allocable to Phase #4 Improvements	$12,000,000	$0	$12,000,000
Reimbursement Agreement amount allocable to Phase #4 Additional Projects	$0	$1,973,394	$1,973,394
Other funding sources	$0	$0	$0
Total Sources	**$12,000,000**	**$1,973,394**	**$13,973,394**
Uses of Funds			
Phase #4 Improvements			
Roadway improvements	$4,332,062	$0	$4,332,062
Water improvements	$1,505,785	$0	$1,505,785
Sanitary sewer improvements	$1,134,868	$0	$1,134,868
Storm drainage improvements	$1,328,267	$0	$1,328,267
Other soft and miscellaneous costs[1]	$3,664,018	$0	$3,664,018
Subtotal Phase #4 Improvements	*$11,965,000*	*$0*	*$11,965,000*
Additional Major Improvements[2]			
Road improvements	$0	$779,269	$779,269
Water distribution system improvements	$0	$109,175	$109,175
Sanitary sewer improvements	$0	$95,015	$95,015
Storm drainage improvements	$0	$979,935	$979,935
Other soft and miscellaneous costs	$0	$0	$0
Subtotal Additional Major Improvements	*$0*	*$1,963,394*	*$1,963,394*
Other Assessment Related Costs:			
Assessment Levy Fee and First Year Admin	$35,000	$10,000	$45,000
Subtotal Other Assessment Related Costs	*$35,000*	*$10,000*	*$45,000*
Total Uses	**$12,000,000**	**$1,973,394**	**$13,973,394**

[1]The costs shown herein include estimated bond issuance costs. The Assessment related to the estimated bond issuance costs will be reduced if bonds are not issued within 5 years of levy, unless otherwise extended by the City.
[2]See Table III-B for allocation of Additional Major Improvements to Phase #4.

As Future Phases are developed, Phased PID Bonds may be issued and/or additional obligations under the Reimbursement Agreement may be incurred to finance the Future Phase Improvements or Additional Major Improvements required for or allocated to each Future Phase.

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B. Five Year Service Plan

Phases #2-7 Major Improvement Area

The Actual Costs and projected annual indebtedness for the Phases #2-7 Major Improvement Area is shown in Table IV-F. The annual indebtedness is subject to revision and shall be updated in the Annual Service Plan Update to reflect any changes in the indebtedness expected for each year.

Table IV-F
Actual Costs and Projected Annual Indebtedness
Phases #2-7 Major Improvement Area

Year	Annual Cost	Projected Annual Indebtedness	Other Funding Sources[1]	Projected Phases #2-7 Major Improvement Area Annual Installments
2021 - 2024	$14,405,058	$13,795,000	$610,058	$5,059,825
2025	$0	$0	$0	$1,036,396
2026	$0	$0	$0	$1,080,554
2027	$0	$0	$0	$1,075,958
2028	$0	$0	$0	$1,080,828
2029	$0	$0	$0	$1,079,615
2030	$0	$0	$0	$1,080,968
2031	$0	$0	$0	$1,076,138
Total	**$14,405,058**	**$13,795,000**	**$610,058**	**$12,570,282**

[1]The other funding sources represent Actual Costs of the Phases #2-7 Improvements paid by the Developer without reimbursement from the City.

The Actual Costs shown in Table IV-F are the expenditures relating to Phases #2-7 Major Improvement Area Projects shown in Table III-A, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A. The difference between the total costs and the total projected indebtedness is the amount contributed by the Developer without reimbursement by the City.

Phase #1

The Budgeted Costs and projected annual indebtedness for Phase #1 is shown in Table IV-G. The annual indebtedness is subject to revision and shall be updated in the Annual Service Plan Update to reflect any changes in the indebtedness expected for each year.

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Table IV-G
Budgeted Costs and Projected Annual Indebtedness
Phase #1

Year	Annual Projected Cost	Projected Annual Indebtedness	Other Funding Sources[2]	Projected Phase #1 Annual Installments
2021 - 2024	$10,090,435	$9,555,000	$535,435	$2,051,854
2025	$2,213,517	$0	$2,213,517	$740,991
2026	$0	$0	$0	$719,952
2027	$0	$0	$0	$714,380
2028	$0	$0	$0	$741,723
2029	$0	$0	$0	$746,508
2030	$0	$0	$0	$745,541
2031	$0	$0	$0	$744,077
Total	**$12,303,952**	**$9,555,000**	**$2,748,952**	**$7,205,025**

[1]Annual Projected Cost for year 2022 & Prior represent Actual Costs.
[2]The other funding sources represent Budgeted Costs of the Phase #1 Projects paid by the Developer without reimbursement from the City.

The costs shown in Table IV-G are the expenditures relating to the Phase #1 Projects shown in Table III-C, the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-B.2. The difference between the total costs and the total indebtedness is the amount contributed by the Developer without reimbursement by the City.

Phase #2

The Budgeted Costs and projected annual indebtedness for Phase #2 is shown in Table IV-H. The annual projected costs and indebtedness is subject to revision, shall be updated in the Annual Service Plan Update to reflect any changes in the indebtedness expected for each year.

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Table IV-H
Budgeted Costs and Projected Annual Indebtedness
Phase #2

Year	Annual Projected Cost	Projected Annual Indebtedness	Other Funding Sources	Projected Phase #2 Annual Installments
2022-2024	$5,938,154	$5,938,154	$0	$1,676,682
2025	$1,258,058	$0	$1,258,058	$562,774
2026	$0	$0	$0	$563,536
2027	$0	$0	$0	$492,320
2028	$0	$0	$0	$492,050
2029	$0	$0	$0	$491,511
2030	$0	$0	$0	$491,703
2031	$0	$0	$0	$491,568
Total	**$7,196,212**	**$5,938,154**	**$1,258,058**	**$5,262,144**

[1]The other funding sources represent Budgeted Costs of the Phase #2 Improvements and Phase #2 Additional Projects paid by the Developer without reimbursement from the City.

The costs shown in Table IV-H are the expenditures relating to the Phase #2 Improvements and Phase #2 Additional Projects shown in Table III-D and IV-C.2. The difference between the total costs and the total projected indebtedness, if any, is the amount contributed by the Developer without reimbursement by the City.

Phase #3

The projected annual costs and projected annual indebtedness for Phase #3 is shown in Table IV-I. The projected annual 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-I
Budgeted Costs and Projected Annual Indebtedness
Phase #3

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #3 Annual Installments
2023-2024	$7,708,239	$7,708,239	$0	$1,421,784
2025	$229,602	$0	$229,602	$715,235
2026	$0	$0	$0	$715,998
2027	$0	$0	$0	$716,780
2028	$0	$0	$0	$624,634
2029	$0	$0	$0	$623,718
2030	$0	$0	$0	$623,482
Total	**$7,937,841**	**$7,708,239**	**$229,602**	**$5,441,631**

The projected annual costs shown in Table IV-I are the annual expenditures relating to the Phase #3 Improvements and Phase #3 Additional Projects, including related Administrative Expenses, shown in Table III-E and IV-D.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Phase #4

The projected annual costs and projected annual indebtedness for Phase #4 is shown in Table IV-J. The projected annual 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-J
Budgeted Costs and Projected Annual Indebtedness
Phase #4

Year	Annual Projected Cost	Annual Projected Indebtedness	Other Funding Sources	Projected Phase #4 Annual Installments
2025	$13,973,394	$13,973,394	$0	$0
2026	$0	$0	$0	$1,089,292
2027	$0	$0	$0	$1,089,106
2028	$0	$0	$0	$1,089,495
2029	$0	$0	$0	$1,089,395
2030	$0	$0	$0	$1,090,807
2031	$0	$0	$0	$1,090,603
Total	**$13,973,394**	**$13,973,394**	**$0**	**$6,538,697**

The projected annual costs shown in Table IV-J are the annual expenditures relating to the Phase #4 Improvements and Phase #4 Additional Projects, including related Administrative Expenses, shown in Table III-F and IV-E. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

As Future Phases are developed, in association with issuing Bonds and/or obligations incurred under the Reimbursement Agreement for Future Phase Improvements, a table will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or new obligation incurred under the Reimbursement Agreement for such Future Phase Improvements and/or Additional Major Improvements; and the projected indebtedness resulting from each additional series of Bonds and/or obligation under the Reimbursement Agreement.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan and each Annual Service Plan Update include a copy of the notice form required by Section 5.014 of the Texas Property Code. The "PID Assessment Notice" is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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V. ASSESSMENT PLAN

A. INTRODUCTION

The PID Act requires the City Council to apportion the costs of the Authorized Improvements on the basis of special benefits conferred upon the property because of the Authorized Improvements. The PID Act provides that the costs of the Authorized Improvements may be assessed: (i) equally per front foot or square foot; (ii) according to the value of the property as determined by the governing body, with or without regard to improvements on the property; or (iii) in any other manner that results in imposing equal shares of the cost on property similarly benefited. The PID Act further provides that the governing body may establish by ordinance or order reasonable classifications and formulas for the apportionment of the cost between the municipality and the area to be assessed and the methods of assessing the special benefits for various classes of improvements.

The proposed development financing program entails a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance the public infrastructure required for the development. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. Following the initial Phase #1 Bonds, the Phases #2-7 Major Improvement Area Bonds issued in 2018, the obligation related to the Phase #2 Improvements under the Reimbursement Agreement incurred in 2022, the obligation related to the Phase #3 Improvements under the Reimbursement Agreement incurred in 2023, and the obligation related to the Phase #4 Improvements under the Reimbursement Agreement to be incurred in 2025, subsequent financings may be issued in the future as subsequent Future Phases are gradually constructed.

The purpose of this gradual issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The Bonds to be issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

Additionally, phased issuance of debt will maintain a prudent value to lien ("VtL") within the financing program. In order to maintain a prudent VtL, the initial issuance of bonds for a specific set of Authorized Improvements may not fund the entire desired level of public infrastructure because the property value is not high enough to support the entire debt load at the VtL chosen for the development. In that case, the Developer will need to fund the additional infrastructure costs with cash at closing. This cash investment by the Developer for certain Authorized Improvements can be reimbursed by a subsequent parity lien bond financing, secured by the same Assessments, once the Assessed Property is partially or fully developed and the value has increased sufficiently to permit the issuance of the additional bonds in a prudent fashion.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, Phase #2 Projects, Phase #3 Projects, and Phase #4 Projects shall be allocated as described below:

1. The Budgeted Costs of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, Phase #2 Projects, Phase #3 Projects, and Phase #4 Projects shall be allocated on the basis of Equivalent Units, 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 process 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 value of each Lot Type.

5. The Actual Costs of the Initial Major Improvements are proportionally allocated to the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property based on the ratio of total original projected Equivalent Units for the Phases #2-7 Major Improvement Area Assessed Property and the Phase #1 Assessed Property.

6. The Phases #2-7 Major Improvement Area Assessed Property's proportional share of the costs for the Phases #2-7 Major Improvement Area Projects is allocated to each Parcel within the Phase #2, Phase #3, Phase #4, and the Future Phases based on the total 2025 revised projected Equivalent Units for each Parcel.

7. The Budgeted Costs of the Additional Major Improvements are proportionally allocated to the Phase #1 Assessed Property, Phase #2 Assessed Property, Phase #3 Assessed Property, Phase #4 Assessed Property, and Assessed Property within the Future Phases based on the ratio of total 2025 revised projected Equivalent Units for the Phase #1 Assessed Property, Phase #2 Assessed Property, Phase #3 Assessed Property, Phase #4 Assessed Property, and Assessed Property within the Future Phases.

8. The Phase #1 Projects are allocated to each Parcel within the Phase #1 Assessed Property based on the total Equivalent Units for each Parcel. Only the Actual Costs of the Initial Major Improvements and Phase #1 Improvements have been levied against the Phase #1 Assessed Property. Phase #1 Additional Projects will be paid by the Developer without reimbursement.

9. The Phase #2 Improvements are allocated to each Parcel within the Phase #2 Assessed Property based on the total Equivalent Units for each Parcel. Only the Actual Costs of the

Initial Major Improvements and the Phase #2 Improvements have been levied against the Phase #2 Assessed Property. Phase #2's share of the Additional Major Improvements will be paid by the Developer without reimbursement.

10. The Phase #3 Improvements are allocated to each Parcel within the Phase #3 Assessed Property based on the total Equivalent Units for each Parcel.

11. The Phase #4 Improvements are allocated to each Parcel within the Phase #4 Assessed Property based on the total Equivalent Units for each Parcel.

Table V-A provides the estimated allocation of costs of the Initial Major Improvements between the Phases #2-7 Major Improvement Area and Phase #1.

Table V-B provides the estimated allocation of costs of the Phases #2-7 Major Improvement Area Projects between Phase #2, Phase #3, Phase #4, and Future Phases.

Table V-C provides the estimated allocation of costs of the Additional Major Improvements between Phase #1, Phase #2, Phase #3, Phase #4, and Future Phases.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual phase and that are to be financed with Phased PID Bonds or under the Reimbursement Agreement. Therefore, Parcels have and/or will only be assessed for the special benefits conferred upon the Parcel at this time because of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, Phase #2 Projects, Phase #3 Projects, and Phase #4 Projects.

In connection with the issuance of Phased PID Bonds and/or obligations incurred under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within a Future Phase receives from the specific Authorized Improvements funded with those Phased PID Bonds issued and/ or obligation under the Reimbursement Agreement with respect to the Future Phase Improvements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds and/ or an obligation incurred under the Reimbursement Agreement, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, Phase #2 Projects, Phase #3 Projects, and Phase #4 Projects, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments levied on the Phase #1 Assessed Property, Phase #2 Assessed Property, Phase #3 Assessed Property, Phase #4 Assessed Property, and Phases #2-7 Major Improvement Area Assessed Property for such improvements, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Phases #2-7 Major Improvement Area Projects, Phase #1 Projects, Phase #2 Projects, Phase #3 Projects, and Phase #4 Projects to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth

below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Phased PID Bonds and/or obligations are incurred under the Reimbursement Agreement for Future Phase Improvements, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

B. SPECIAL BENEFIT

Assessed Property must receive a direct and special benefit from the Authorized Improvements, and this benefit must be equal to or greater than the amount of the Assessments. The Authorized Improvements are provided specifically for the benefit of the Assessed Property. The Authorized Improvements (more particularly described in line-item format in Appendix B to this Service and Assessment Plan) and the costs of issuance and payment of costs incurred in the establishment of the PID shown in Table IV-A, Table IV-B.2, Table IV-C.2, Table IV-D.2, and Table IV-E are authorized by the PID Act. These improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in

Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as any Bonds that may be issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax- exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

C. Allocation of Initial Major Improvement Costs and Additional Major Improvement Costs to Assessed Property

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Major Improvements must be allocated throughout all Assessed Property in the District. Table V-A summarizes the original allocation of Actual Costs of the Initial Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Actual Costs of the Initial Major Improvements and the allocation to Phase #2, Phase #3, Phase #4, and Future Phases. Table V-C summarizes the allocation of Budgeted Costs of the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, and Future Phases. The Actual Costs and Budgeted Costs shown in Table V-A, Table V-B, and Table V-C may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 contains 330 residential units, and the Phases #2-7 Major Improvement Area was originally projected to contain 1,198 residential units as shown in Appendix F on Table F-5 and Table F-3, respectively. As shown in Appendix F on Table F-14, the total original projected Equivalent Units for Phase #1 was calculated as 254.02 and the total original projected Equivalent Units for the Phases #2-7 Major Improvement Area was calculated as 903.47, as shown on Table F-11. The total original projected Equivalent Units in the PID was, therefore, calculated to be 1,157.49 (i.e., 254.02 + 903.47 = 1,157.49). As a result, 21.95 percent of the Actual Costs of the Initial Major Improvements (i.e. 254.02 ÷ 1,157.49 = 21.95%) were originally allocated to the Phase #1 Assessed Property and 78.05 percent of the Actual Costs of the Initial Major Improvements (i.e., 254.02 ÷ 1,157.49 = 78.05%) were originally allocated to the Phases #2-7 Major Improvement Area Assessed Property. Table V-A summarizes the original allocation of Actual Costs of the Initial Major Improvements to Phase #1 and the Phases #2-7 Major Improvement Area.

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Table V-A
Allocation of Actual Costs of Initial Major Improvements

Authorized Improvement	Total
Roadway Improvements including right-of-way	$9,884,593
Water improvements	$899,803
Sanitary sewer improvements	$1,216,182
Storm drainage improvements	$1,443,730
Other soft and miscellaneous costs	$1,384,840
Total Initial Major Improvements[1]	**$14,829,147**
Phase #1	
Projected total Equivalent Units[2]	254.02
% of total units	21.95%
Proportionate Share of Costs	$3,254,369
Phases #2-7 Major Improvement Area	
Projected total Equivalent Units[3]	903.47
% of total units	78.05%
Proportionate Share of Costs	$11,574,778

[1]See Appendix B for detailed costs of the Initial Major Improvements.
[2]See Table F-14 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors at the time assessments were levied against property within Phase #1.
[3]See Table F-11 in Appendix F. Represents the original Equivalent Unit calculations based on the original Equivalent Unit factors at the time assessments were levied against property within the Major Improvement Area.

As shown in Table V-A the total amount of the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area was $11,574,778. Phase #2 contains 227 residential units, and the Phases #2-7 Major Improvement Area is now projected to contain 1,204 residential units as provided in the updated development plan and shown in Appendix F on Table F-6 and Table F-4.2, respectively. As shown in Appendix F on Table F-16, the projected Equivalent Units for Phase #2 is calculated as 143.60 and the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 898.07 as shown on Table F-13. As a result, 15.99 percent of the Actual Costs of the Initial Major Improvements allocated to the Phases #2-7 Major Improvement Area (i.e. 143.60 ÷ 898.07 = 15.99%) are allocated to the Phase #2 Assessed Property.

Phase #3 contains 242 residential units and the Phases #2-7 Major Improvement Area is now projected to contain 1,204 residential units as provided in the updated development plan and shown in Appendix F on Table F-7 and Table F-4.2, respectively. As shown in Appendix F on Table F-17, the Equivalent Units for Phase #3 is calculated as 186.26 and the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 898.07, as shown on Table F-13. As a result, 20.74 percent of the Actual Costs of the Initial Major Improvements allocated to the Phases #2-7 Major Improvement Area (i.e. 186.26 ÷ 898.07 = 20.74%) are allocated to the Phase #3 Assessed Property.

Phase #4 is projected to contain 289 residential units and the Phases #2-7 Major Improvement Area is now projected to contain 1,204 residential units as provided in the updated development plan and shown in Appendix F on Table F-8 and Table F-4.2, respectively. As shown in Appendix F on Table F-18, the projected Equivalent Units for Phase #4 is calculated as 224.11 and the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 898.07, as shown on Table F-13. The remaining projected Equivalent Units for the Future Phases is calculated as 344.10 (i.e. 898.07 – 143.60 – 186.26 – 224.11 = 344.10). As a result, 24.95 percent of the Actual Costs of the Initial Major Improvements allocated to the Phases #2-7 Major Improvement Area (i.e. 224.11 ÷ 898.07 = 24.95%) are allocated to the Phase #4 Assessed Property and 38.32 percent of the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area (i.e., 344.10 ÷ 898.07 = 38.32%) are allocated to the Future Phases. Table V-B summarizes Phases #2-7 Major Improvement Area's portion of the Actual Costs of the Initial Major Improvements and the allocation to Phase #2, Phase #3, Phase #4, and Future Phases.

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Table V-B
Allocation of Actual Costs of Initial Major Improvements within Phases #2-7 Major Improvement Area

Authorized Improvement	Total
Roadway Improvements including right-of-way	$7,715,343
Water improvements	$702,334
Sanitary sewer improvements	$949,282
Storm drainage improvements	$1,126,892
Other soft and miscellaneous costs	$1,080,926
Total Initial Major Improvements[1]	**$11,574,778**
Phase #2	
Projected total Equivalent Units[2]	143.60
% of total units	15.99%
Proportionate Share of Costs	$1,850,789
Phase #3	
Projected total Equivalent Units[3]	186.26
% of total units	20.74%
Proportionate Share of Costs	$2,400,613
Phase #4	
Projected total Equivalent Units[4]	224.11
% of total units	24.95%
Proportionate Share of Costs	$2,888,442
Future Phases	
Projected total Equivalent Units[5]	344.10
% of total units	38.32%
Proportionate Share of Costs	$4,434,934

[1]See Table V-A. Represents the Actual Costs of the Initial Major Improvements originally allocated to the Phases #2-7 Major Improvement Area.
[2]See Table F-16 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[3]See Table F-17 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[4]See Table F-18 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[4]Represents the remaining Equivalent Units within the Future Phases within the Phases #2-7 Major Improvement Area (i.e. 898.07 – 143.60 – 186.26 – 224.11 = 344.10) using the revised Equivalent Unit calculations and revised Equivalent Unit factors.

As shown in Table V-C the total amount of the Budgeted Costs of the Additional Major Improvements being allocated to Phase #1, Phase #2, Phase #3, Phase #4, and Future Phases is $10,081,374. Phase #1 contains 330 residential units, and the Phases #2-7 Major Improvement Area is projected to contain 1,204 residential units as provided in the updated development plan and shown in Appendix F on Table F-5 and Table F-4.2, respectively. As shown in Appendix F on Table

F-15, the revised Equivalent Units for Phase #1 is calculated as 252.66, the total updated projected Equivalent Units for the Phases #2-7 Major Improvement Area is calculated as 898.07 as shown on Table F-13 and, the total projected Equivalent Units for the PID is calculated as 1,150,.73 (i.e. 252.66 + 898.07 = 1,150.73). As a result, 21.96 percent of the Budgeted Costs of the Additional Major Improvements are allocated to the Phase #1 Assessed Property (i.e. 252.66 ÷ 1,150.73 = 21.96%).

Phase #2 contains 227 residential units. As shown in Appendix F on Table F-16, the Equivalent Units for Phase #2 is calculated as 143.60. As a result, 12.48 percent of the Budgeted Costs of the Additional Major Improvements are allocated to the Phase #2 Assessed Property (i.e. 143.60 ÷ 1,150.73 = 12.48%).

Phase #3 contains 242 residential units. As shown in Appendix F on Table F-17, the Equivalent Units for Phase #3 is calculated as 186.26. As a result, 16.19 percent of the Budgeted Costs of the Additional Major Improvements are allocated to the Phase #3 Assessed Property (i.e. 186.26 ÷ 1,150.73 = 16.19%).

Phase #4 is projected to contain 289 residential units. As shown in Appendix F on Table F-18, the projected Equivalent Units for Phase #4 is calculated as 224.11. As a result, 19.48 percent of the Budgeted Costs of the Additional Major Improvements are allocated to the Phase #4 Assessed Property (i.e. 224.11 ÷ 1,150.73 = 19.48%).

The remaining projected Equivalent Units for the Future Phases is calculated as 344.10 (i.e. 1,150.73 – 252.66 – 143.60 – 186.26 – 224.11 = 344.10). As a result, 29.90 percent of the Budgeted Costs of the Additional Major Improvements are allocated to the Future Phases (i.e., 344.10 ÷ 1,150.73 = 29.90%). Table V-C summarizes the allocation of Budgeted Costs of the Additional Major Improvements to Phase #1, Phase #2, Phase #3, Phase #4, and Future Phases.

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Table V-C

Allocation of Budgeted Costs of Additional Major Improvements within Phases #1, Phase #2, Phase #3, Phase #4, and Future Phases

Authorized Improvement	Total
Roadway Improvements including right-of-way	$4,001,285
Water improvements	$560,579
Sanitary sewer improvements	$487,873
Storm drainage improvements	$5,031,637
Other soft and miscellaneous costs	$0
Total Additional Major Improvements[1]	**$10,081,374**
Phase #1	
Projected total Equivalent Units[2]	252.66
% of total units	21.96%
Proportionate Share of Costs	$2,213,517
Phase #2	
Projected total Equivalent Units[3]	143.60
% of total units	12.48%
Proportionate Share of Costs	$1,258,058
Phase #3	
Projected total Equivalent Units[4]	186.26
% of total units	16.19%
Proportionate Share of Costs	$1,631,796
Phase #4	
Projected total Equivalent Units[5]	224.11
% of total units	19.48%
Proportionate Share of Costs	$1,963,394
Future Phases	
Projected total Equivalent Units[6]	344.10
% of total units	29.90%
Proportionate Share of Costs	$3,014,609

[1]See Table III-B and Appendix B for detailed costs of the Additional Major Improvements.
[2]See Table F-15 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[3]See Table F-16 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[3]See Table F-17 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[5]See Table F-18 in Appendix F. Represents the revised Equivalent Unit calculations based on the revised Equivalent Unit factors.
[6]Represents the remaining Equivalent Units within the Future Phases within the PID (i.e. 1,150.73 – 252.66 – 143.60 – 186.26 – 224.11 = 344.10) using the revised Equivalent Unit calculations and revised Equivalent Unit factors.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

1. Assessment Methodology for Phases #2-7 Major Improvement Area Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phases #2-7 Major Improvement Area Projects financed with the Phases #2-7 Major Improvement Area Bonds shall be allocated to the Phases #2-7 Major Improvement Area Assessed Property by spreading the entire related Assessment across the Parcels within the Phases #2-7 Major Improvement Area based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Actual Costs of the Phases #2-7 Major Improvement Area Projects, as set forth in Table III-A, the City Council has determined that the benefit to the Phases #2-7 Major Improvement Area Assessed Property of the Phases #2-7 Major Improvement Area Projects is at least equal to the Assessments levied on the Phases #2-7 Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel within the Phases #2-7 Major Improvement Area, 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 of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within the Phases #2-7 Major Improvement Area is shown on the Phases #2-7 Major Improvement Area Assessment Roll, attached as Appendix G, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

2. Assessment Methodology for the Phase #1 Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Initial Projects financed with the Phase #1 Bonds shall be allocated to the Phase #1 Assessed Property by spreading the entire related Assessment across the Parcels within Phase #1 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel. The Phase #1 Assessed Property also benefits from the Phase #1 Additional Projects, the costs of which are being paid by the Developer without reimbursement.

Based on the Actual Costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property of the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel 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 of all Lots in the platted Parcel, as determined by the Administrator and confirmed by the City Council.

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

3. Assessment Methodology for the Phase #2 Improvements

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements financed under the 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. The Phase #2 Assessed Property also benefits from the Phase #2 Additional Projects, the costs of which are being paid by the Developer without reimbursement.

Based on the Budgeted Costs of the Phase #2 Projects, as set forth in Table III-D, the City Council has determined that the benefit to Phase #2 Assessed Property of the Phase #2 Projects 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 I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

4. Assessment Methodology for the Phase #3 Improvements and Phase #3 Additional Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Improvements financed under the Reimbursement Agreement shall be allocated to the Phase #3 Assessed Property by spreading the entire related Assessment across the Parcels within Phase #3 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #3 Additional Projects financed under the Reimbursement Agreement shall be allocated to the Phase #3 Assessed Property by spreading the entire related across the Parcels within Phase #3 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Budgeted Costs of the Phase #3 Projects, as set forth in Table III-E, the City Council has determined that the benefit to Phase #3 Assessed Property from the Phase #3 Projects is at least equal to the total Assessments levied on the Phase #3 Assessed Property. Additionally, the City Council has determined that (i) the benefit to the Phase #3 Assessed Property from the Phase #3 Improvements is at least equal to the total Assessments set forth in the Phase #3 Assessment Roll – Phase #3 Improvements that are levied on the Phase #3 Assessed Property and (ii) the benefit to the Phase #3 Assessed Property from the Phase #3 Additional Projects is at least equal to the total Assessments set forth in the Phase #3 Assessment Roll – Phase #3 Additional Projects that are levied on the Phase #3 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #3, 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 #3 is shown, with respect to the Phase #3 Improvements, on the Phase #3 Assessment Roll - Phase #3 Improvements attached as Appendix J-1, and, with respect to the Phase #3 Additional Projects, the Phase #3 Assessment Roll - Phase #3 Additional Projects, attached as Appendix J-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

5. Assessment Methodology for the Phase #4 Improvements and Phase #4 Additional Projects

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Improvements financed under the Reimbursement Agreement shall be allocated to the Phase #4 Assessed Property by spreading the entire related Assessment across the Parcels within Phase #4 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #4 Additional Projects financed under the Reimbursement Agreement shall be allocated to the Phase #4 Assessed Property by spreading the entire related across the Parcels within Phase #4 based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

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Based on the Budgeted Costs of the Phase #4 Projects, as set forth in Table III-F, the City Council has determined that the benefit to Phase #4 Assessed Property from the Phase #4 Projects is at least equal to the total Assessments levied on the Phase #4 Assessed Property. Additionally, the City Council has determined that (i) the benefit to the Phase #4 Assessed Property from the Phase #4 Improvements is at least equal to the total Assessments set forth in the Phase #4 Assessment Roll – Phase #4 Improvements that are levied on the Phase #4 Assessed Property and (ii) the benefit to the Phase #4 Assessed Property from the Phase #4 Additional Projects is at least equal to the total Assessments set forth in the Phase #4 Assessment Roll – Phase #4 Additional Projects that are levied on the Phase #4 Assessed Property.

Upon subsequent divisions of any Parcel within Phase #4, 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 #4 is shown, with respect to the Phase #4 Improvements, on the Phase #4 Assessment Roll - Phase #4 Improvements attached as Appendix K-1, and, with respect to the Phase #4 Additional Projects, the Phase #4 Assessment Roll - Phase #4 Additional Projects, attached as Appendix K-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

6. Assessment Methodology for Future Phases

When any given Future Phase is developed, and Phased PID Bonds for that Future Phase is to be issued and/or an obligation is incurred under the Reimbursement Agreement for Future Phase Improvements benefitting such Future Phase, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within such Future Phase.

E. ASSESSMENTS

The Assessments have been levied or are being levied on each Parcel within the Phases #2-7 Major Improvement Area, Phase #1, Phase #2 and Phase #3, Phase #4 according to the Assessment Rolls, attached hereto as Appendix G, Appendix H, Appendix I, Appendix J-1 and Appendix J-2, and Appendix K-1 and Appendix K-2, respectively. The Annual Installments of the Assessments will be collected at the time and in the amounts shown on the Assessment Rolls, subject to any revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Assessment per Equivalent Unit, leverage, and estimated tax rate equivalent calculation details.

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F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on Actual Costs incurred in Annual Service Plan Updates.

G. PREPAYMENT AND DELINQUENCY RESERVE

Pursuant to the PID Act, the interest rate for any portion of the Assessments which secure a series of Bonds may exceed the actual interest rate per annum paid on the related Bonds by no more than one half of one percent (0.50%). The interest rate used to determine the Assessments that secure the Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Phase #1 Bonds and Phases #2-7 Major Improvement Area 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 Prepayment and Delinquency Reserve shall be funded until it reaches 5.50% of the outstanding Phase #1 Bonds and Phases #2-7 Major Improvement Area Bonds, respectively, unless otherwise stipulated in the related Bond documents. Once the Prepayment and Delinquency Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from any portion of an Assessment which secures a reimbursement obligation and not a series of Bonds.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASES #2-7 MAJOR IMPROVEMENT AREA

The Assessment and Annual Installments for each Assessed Property located within the Phases #2-7 Major Improvement Area are shown on the Phases #2-7 Major Improvement Area Assessment Roll attached as Appendix G and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Assessments levied against the Phases #2-7 Assessed Property shall be collected in an amount sufficient to pay (i) principal and interest on the Phases #2-7 Major Improvement Area Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phases #2-7 shall be calculated by taking into consideration any available capitalized interest and other available funds.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Assessment and Annual Installments for each Assessed Property located within Phase #1 is shown on the Phase #1 Assessment Roll, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #1 shall be collected in an amount sufficient to pay (i) principal and interest on the Phase #1 Bonds, (ii) the Additional Interest to fund the Prepayment and Delinquency Reserve described in Section V, and (iii) to pay Administrative Expenses related to the PID. The Annual Installment for each Parcel within Phase #1 shall be calculated by taking into consideration any available capitalized interest and other available funds.

C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Assessment and Annual Installments for each Assessed Property located within Phase #2 is shown on the Phase #2 Assessment Roll, attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #2 shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #2, and (ii) to pay Administrative Expenses related to the PID.

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D. Amount of Assessments and Annual Installments for Parcels Located Within Phase #3

The Assessment and Annual Installments for each parcel of Assessed Property located within Phase #3 is shown on (i) with respect to the Phase #3 Improvements, the Phase #3 Assessment Roll – Phase #3 Improvements attached as Appendix J-1 and (ii) with respect to the Phase #3 Additional Projects, the Phase #3 Assessment Roll – Additional Projects, attached as Appendix J-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #3 Improvements shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #3 Improvements and (ii) to pay Administrative Expenses related to the PID. The Annual Installments related to Phase #3 Additional Projects shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #3 Additional Projects and (ii) to pay Administrative Expenses related to the PID.

E. Amount of Assessments and Annual Installments for Parcels Located Within Phase #4

The Assessment and Annual Installments for each parcel of Assessed Property located within Phase #4 is shown on (i) with respect to the Phase #4 Improvements, the Phase #4 Assessment Roll – Phase #4 Improvements attached as Appendix K-1 and (ii) with respect to the Phase #4 Additional Projects, the Phase #4 Assessment Roll – Additional Projects, attached as Appendix K-2, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

The Annual Installments related to Phase #4 Improvements shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #4 Improvements and (ii) to pay Administrative Expenses related to the PID. The Annual Installments related to Phase #4 Additional Projects shall be collected in an amount sufficient to pay (i) principal and interest on the obligation under the Reimbursement Agreement allocable to Phase #4 Additional Projects and (ii) to pay Administrative Expenses related to the PID.

F. Amount of Assessments and Annual Installments for Parcels Located Within Future Phases

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within Future Phases (e.g., an appendix will be added as the Assessment Roll for Phase #5, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

G. Reallocation of Assessments

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels existing prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount 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.

H. 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, Phase #2 Maximum Assessment Per Unit, Phase #3 Maximum Assessment Per Unit, or Phase #4 Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the

document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per unit for the Parcel exceeds the applicable Maximum Assessment per unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

I. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or obligation under the Reimbursement Agreement, resulting in excess Bond proceeds or Assessment Revenues being available to redeem Bonds of such series and/or a need to reduce the obligation under the Reimbursement Agreement, as the case may be, then the Assessment securing such series of Bonds and/or obligation under the Reimbursement Agreement for each Parcel of Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the actual reduced Actual Costs and such excess Bond proceeds or Assessment Revenues shall applied to redeem Bonds of such series as provided in the Trust Indenture or to reduce the obligation under the Reimbursement Agreement, as applicable. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay obligations under the Reimbursement Agreement and/or to repay the Bonds, including interest on the Bonds and Administrative Expenses, and such excess Bond proceeds shall be applied to redeem Bonds. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amounts of the Bonds and/or the amounts outstanding under the Reimbursement Agreement.

J. 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 interest through the date of the prepayment and applicable Prepayment Costs.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture and/or the Reimbursement Agreement, as applicable; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus interest through the date of prepayment and applicable Prepayment Costs may be paid in part. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

2. Payment in Annual Installments

The PID Act provides that an Assessment for a Parcel may be paid in full at any time. If not paid in full, the PID Act authorizes the Assessment to be paid in installments and additionally allows the City to collect interest, Administrative Expenses and other authorized charges in installments. An Assessment for a Parcel that is not paid in full will be collected in Annual Installments each year in the amounts shown on the Assessment Rolls, as updated as provided for herein, which include (i) interest, (ii) Administrative Expenses, and (iii) with respect to Assessments which secure a series of Bonds, payments required for the Additional Interest to fund the Prepayment and Delinquency Reserve.

Phases #2-7 Major Improvement Area

Each Assessment for the Phases #2-7 Major Improvement Area Assessed Property for the Phases #2-7 Major Improvement Area Projects shall be paid with interest of no more than the actual interest rate paid on the Phases #2-7 Major Improvement Area Bonds plus Additional Interest. The Phases #2-7 Major Improvement Area Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048), additional interest at the rate of 0.5% the Additional Interest to fund the Prepayment and Delinquency Reserve and costs of Administrative Expenses. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phases #2-7 Major Improvement Area Assessment Roll is shown as Appendix G.

Phase #1

Each Assessment for the Phase #1 Assessed Property shall be paid with interest of no more than the actual interest rate paid on the Phase #1 Bonds. The Phase #1 Assessment Roll sets forth for each year the Annual Installment for each Parcel based on an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047), the Additional Interest at the rate of 0.5% to fund Prepayment and Delinquency Reserve and the costs of Administrative Expenses. Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Phase #1 Assessment Roll is shown as Appendix H.

Phase #2

Each Assessment for the Phase #2 Assessed Property for the Phase #2 Improvements shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements. Interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid based on an interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments against the Phase #2 Assessed Property was 3.75%**.** The City has determined that the obligation under the Reimbursement Agreement related to the Phase #2 Improvements shall bear interest at the interest rate of 8.75% per annum for years 1 through 5 and 5.75% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.75% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.75%. Furthermore, the Annual Installments of the Assessments levied against Phase #2 Assessed Property may not exceed the amounts shown on the Phase #2 Assessment Roll.

Phase #3 Improvements

Each Assessment for the Phase #3 Assessed Property for the Phases #3 Improvements shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #3 Improvements. Interest on the obligation under the Reimbursement Agreement related to the Phase #3 Improvements shall be paid based on an interest rate of 8.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #3 Improvements shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved

by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments related to the Phase #3 Improvements against the Phase #3 Assessed Property was 3.65%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #3 Improvements and shall bear interest at the interest rate of 8.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment which rates are equal to or less than the initial maximum allowable rate of interest of 8.65% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.65%. Furthermore, the Annual Installments of the Assessments levied against Phase #3 Assessed Property related to the Phase #3 Improvements may not exceed the amounts shown on the Phase #3 Assessment Roll – Phase #3 Improvements.

Phase #3 Additional Projects

Each Assessment for the Phase #3 Assessed Property for the Phases #3 Additional Projects shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #3's share of Additional Major Improvements. Interest on the obligation under the Reimbursement Agreement related to Phase #3's share of Additional Major Improvements shall be paid based on an interest rate of 8.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #3 Additional Projects shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments related to the Phase #3 Additional Projects against the Phase #3 Assessed Property was 3.65%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #3 Additional Projects shall bear interest at the interest rate of 8.65% per annum for years 1 through 5 and 5.65% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 8.65% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 5.65%. Furthermore, the Annual Installments of the Assessments levied against Phase #3 Assessed Property related to the Phase #3 Additional Projects may not exceed the amounts shown on the Phase #3 Assessment Roll – Phase #3 Additional Projects.

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Phase #4 Improvements

Each Assessment for the Phase #4 Assessed Property for the Phases #4 Improvements shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #4 Improvements. Interest on the obligation under the Reimbursement Agreement related to the Phase #4 Improvements shall be paid based on an estimated interest rate of 6.42% per annum for years 1 through 5 and 6.42% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #4 Improvements shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments related to the Phase #4 Improvements against the Phase #4 Assessed Property was 4.42%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #4 Improvements and shall bear interest at the estimated interest rate of 6.42% per annum for years 1 through 5 and 6.42% per annum following the fifth Annual Installment which rates are equal to or less than the initial maximum allowable rate of interest of 6.42% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.42%. Furthermore, the Annual Installments of the Assessments levied against Phase #4 Assessed Property related to the Phase #4 Improvements may not exceed the amounts shown on the Phase #4 Assessment Roll – Phase #4 Improvements.

Phase #4 Additional Projects

Each Assessment for the Phase #4 Assessed Property for the Phases #4 Additional Projects shall be paid with interest of no more than the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #4's share of Additional Major Improvements. Interest on the obligation under the Reimbursement Agreement related to Phase #4's share of Additional Major Improvements shall be paid based on an estimated interest rate of 6.42% per annum for years 1 through 5 and 6.42% per annum following the fifth Annual Installment. The interest on the obligation under the Reimbursement Agreement related to the Phase #4 Additional Projects shall be paid at a rate not to exceed five hundred basis points (5.00%) above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments securing such portion of the obligation due under the Reimbursement Agreement and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points (2.00%) above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the *Bond Buyer Index* for which the highest average rate during the previous thirty days prior to the levy of Assessments related to the Phase #4 Additional Projects against the Phase #4 Assessed Property was 4.42%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #4 Additional Projects shall bear interest at the interest rate of 6.42% per annum for years 1 through 5 and 6.42% per annum following the

fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 6.42% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.42%. Furthermore, the Annual Installments of the Assessments levied against Phase #4 Assessed Property related to the Phase #4 Additional Projects may not exceed the amounts shown on the Phase #4 Assessment Roll – Phase #4 Additional Projects.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Bonds and/or the obligations due under the Reimbursement Agreement related to the Phase #2 Improvements, Phase #3 Improvements, Phase #3 Additional Projects, Phase #4 Improvements, and/or Phase #4 Additional Projects, as applicable, and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds and/or the obligations due under the Reimbursement Agreement related to the Phase #2 Improvements, Phase #3 Improvements, Phase #3 Additional Projects, Phase #4 Improvements, and/or Phase #4 Additional Projects, as applicable, 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 (but not increase), the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay such 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 bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

K. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall approve, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits for a prepayment reserve. 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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Phases #2-7 Major Improvement Area

Each Annual Installment of an Assessment related to the Phases #2-7 Major Improvement Area Projects, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such 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 Phases #2-7 Major Improvement Area Bonds commenced with the issuance of the Phases #2-7 Major Improvement Area Bonds.

Phase #1

Each Annual Installment of an Assessment related to the Phase #1 Projects, including the interest on the unpaid amount of such an Assessment, shall be calculated as of September 1 and updated annually. Each such Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year. The initial Annual Installments relating to the Phase #1 Bonds commenced with the issuance of the Phase #1 Bonds.

Phase #2

The collection of the first Annual Installment of an Assessment related to the Phase #2 Improvements for a Lot or Parcel of Phase #2 Assessed Property commenced on September 1, 2023. Such first Annual Installment for a Lot or Parcel of Phase #2 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

Phase #3

The collection of the first Annual Installment of an Assessment related to the Phase #3 Projects for a Lot or Parcel of Phase #3 Assessed Property commenced on September 1, 2024. Such first Annual Installment for a Lot or Parcel of Phase #3 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

Phase #4

The collection of the first Annual Installment of an Assessment related to the Phase #4 Projects for a Lot or Parcel of Phase #4 Assessed Property shall commence upon the earlier of: (i) September 1, 2025, or (ii) with tax bills sent the first October after issuance of a series of Bonds for Phase #4 Projects, such that upon the issuance of Bonds all Assessments in Phase #4 shall begin collection. Such first Annual Installment for a Lot or Parcel of Phase #4 Assessed Property for which collection has begun, shall be due by January 31st of the following calendar year.

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VII. THE ASSESSMENT ROLL

A. PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Each Parcel within Phases #2-7 Major Improvement Area has been evaluated by the City Council (based on the concept plan, developable area, proposed Homeowner Association Property and Public Property, the Phases #2-7 Major Improvement Area Projects, best and highest use of land, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within the Phases #2-7 Major Improvement Area.

Phases #2-7 Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phases #2-7 Major Improvement Area Projects. Table VII-A summarizes the $14,405,058 in special benefit received by the Phases #2-7 Major Improvement Area Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phases #2-7 Major Improvement Area Bonds. The amount of Phases #2-7 Major Improvement Area Bonds is $13,795,000, which is less than the benefit received by Phases #2-7 Major Improvement Area Assessed Property for the Phases #2-7 Major Improvement Area Projects, and as such the total Assessment for all Assessed Property within Phases #2-7 Major Improvement Area for the Phases #2-7 Major Improvement Area Projects is $13,795,000. The Assessment for each Parcel of Assessed Property within the Phases #2-7 Major Improvement Area is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phases #2-7 Major Improvement Area Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phases #2-7 Major Improvement Area
Special Benefit Summary

Special Benefit	Total Cost
Total Phases #2-7 Major Improvement Area Projects[1]	$11,574,778
PID Formation/Bond Costs of Issuance:	
Capitalized interest	$755,430
Debt service reserve fund	$1,014,000
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$1,025,850
Subtotal Bond Issuance Costs	*$2,830,280*
Total Special Benefit	**$14,405,058**
Special Benefit:	
Total Special Benefit	$14,405,058
Assessment	$13,795,000
Excess Benefit	**$610,058**

[1]See Table III-A for details.

B. PHASE #1 ASSESSMENT ROLL

Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #1 Initial Projects. Table VII-B summarizes the $12,303,952 in special benefit received by Phase #1 Assessed Property from the Phase #1 Initial Projects, the Phase #1 Additional Projects, the pro rata costs of the PID formation, and bond issuance costs for the Phase #1 Bonds. The total amount of Phase #1 Bonds is $9,555,000, which is less than the benefit received by Phase #1 Assessed Property, and as such the total Assessment for all Assessed Property within Phase #1 is $9,555,000. The Assessment for each Parcel of Assessed Property within Phase #1 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #1 Assessment Roll is attached hereto as Appendix H.

Table VII-B
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #1 Improvements[1]	$4,914,500
Total Phase #1 share of Initial Major Improvements[1]	$3,254,369
Total Phase #1 share of Additional Major Improvements[1]	$2,213,517
Subtotal	*$10,382,386*
PID Formation/Bond Costs of Issuance:	
Capitalized interest	$486,053
Debt service reserve fund	$678,863
Administrative Expenses	$35,000
Other costs of issuance including Underwriter's Discount	$721,650
Subtotal Bond Issuance Costs	*$1,921,566*
Total Special Benefit	**$12,303,952**
Special Benefit:	
Total Special Benefit	$12,303,952
Assessment	$9,555,000
Excess Benefit	**$2,748,952**

[1]See Table III-C for details. Phase #1's share of Additional Major Improvements will be paid by the Developer without reimbursement.

C. PHASE #2 ASSESSMENT ROLL

Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property as a result of the Phase #2 Improvements. Table VII-C summarizes the $7,196,212 in special benefit received by Phase #2 Assessed Property from the Phase #2 Improvements and Phase #2 Additional Projects. The total amount of obligation under the Reimbursement Agreement related to the Phase #2 Improvements is $5,938,154, which is less than the benefit received by Phase #2 Assessed Property from the Phase #2 Projects, and as such the total Assessment for all Assessed Property

within Phase #2 is $5,938,154. The Assessment for each Parcel of Assessed Property within Phase #2 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #2 Assessment Roll is attached hereto as Appendix I.

Table VII-C
Phase #2
Special Benefit Summary

Special Benefit	Total Cost
Total Phase #2 Improvements[1]	$5,938,154
Total Phase #2 share of Additional Major Improvements[1]	$1,258,058
Subtotal	*$7,196,212*
Total Special Benefit	**$7,196,212**
Special Benefit:	
Total Special Benefit	$7,196,212
Assessment	$5,938,154
Excess Benefit	**$1,258,058**

[1]See Table III-D for details. Phase #2's share of Additional Major Improvements will be paid by the Developer without reimbursement.

D. PHASE #3 ASSESSMENT ROLL

The Phase #3 Assessed Property is being assessed separately for the special benefits conferred upon the property resulting from (i) the Phase #3 Improvements (ii) Phase #3 Additional Projects. Table VII-D summarizes the $7,937,841 in special benefit received by the Phase #3 Assessed Property from the Phase #3 Improvements and Phase #3 Additional Projects, and the Administrative Expenses related to Phase #3. The Assessment levied under the Reimbursement Agreement related to Phase #3 Improvements is $6,291,045 and the Assessment levied under the Reimbursement Agreement related to Phase #3 Additional Projects is $1,417,194. The total of these two assessments levied against the Phase #3 Assessed Property $7,708,239 which is less than the benefit received by the Phase #3 Assessed Property from the Phase #3 Improvements and Phase #3 Additional Projects. Accordingly, the total collective Assessment to be applied to all the Phase #3 Assessed Property is $7,708,239. The total Assessments for each Parcel of Assessed Property within Phase #3 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #3 Assessment Roll – Phase #3 Improvements is attached hereto as Appendix J-1 and the Phase #3 Assessment Roll – Phase #3 Additional Projects is attached hereto as Appendix J-2.

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Table VII-D
Phase #3
Special Benefit Summary

Special Benefit	Phase #3 Obligation under Reimbursement Agreement for the Phase #3 Improvements	Phase #3 Obligation under Reimbursement Agreement for Phase #3 Additional Projects	Total Cost
Total Phase #3 Improvements[1]	$6,261,045	$0	$6,261,045
Total Phase #3 share of Additional Major Improvements[1]	$0	$1,631,796	$1,631,796
Subtotal	*$6,261,045*	*$1,631,796*	*$7,892,841*
Other Assessment Levy Costs			
First year Administrative Expenses	$30,000	$15,000	$45,000
Subtotal Other Assessment Levy Costs	*$30,000*	*$15,000*	*$45,000*
Total Special Benefit	**$6,291,045**	**$1,646,796**	**$7,937,841**
Special Benefit:			
Total Special Benefit	$6,291,045	$1,646,796	$7,937,841
Assessment	$6,291,045	$1,417,194	$7,708,239
Excess Benefit	**$0**	**$229,602**	**$229,602**

[1]See Table III-E for details.

E. PHASE #4 ASSESSMENT ROLL

The Phase #4 Assessed Property is being assessed separately for the special benefits conferred upon the property resulting from (i) the Phase #4 Improvements (ii) Phase #4 Additional Projects. Table VII-E summarizes the $13,973,394 in special benefit received by the Phase #4 Assessed Property from the Phase #4 Improvements and Phase #4 Additional Projects, and the Administrative Expenses related to Phase #4. The Assessment levied under the Reimbursement Agreement related to Phase #4 Improvements is $12,000,000 and the Assessment levied in under the Reimbursement Agreement related to Phase #4 Additional Projects is $1,973,394. The total of these two assessments levied against the Phase #4 Assessed Property $13,973,394 which is equal to the benefit received by the Phase #4 Assessed Property from the Phase #4 Improvements and Phase #4 Additional Projects. Accordingly, the total, collective Assessment to be applied to all the Phase #4 Assessed Property is $13,973,394. The total Assessments for each Parcel of Assessed Property within Phase #4 is calculated based on the allocation methodologies described in Section V.D of this Service and Assessment Plan. The Phase #4 Assessment Roll – Phase #4 Improvements is attached hereto as Appendix K-1 and the Phase #4 Assessment Roll – Phase #4 Additional Projects is attached hereto as Appendix K-2.

Table VII-E
Phase #4
Special Benefit Summary

Special Benefit	Phase #4 Obligation under Reimbursement Agreement for the Phase #4 Improvements	Phase #4 Obligation under Reimbursement Agreement for Phase #4 Additional Projects	Total Cost
Total Phase #4 Improvements[1]	$11,965,000	$0	$11,965,000
Total Phase #4 share of Additional Major Improvements[1]	$0	$1,963,394	$1,963,394
Subtotal	*$11,965,000*	*$1,963,394*	*$13,928,394*
Other Assessment Levy Related Costs			
First year Administrative Expenses	$35,000	$10,000	$45,000
Subtotal Other Assessment Levy Related Costs	*$35,000*	*$10,000*	*$45,000*
Total Special Benefit	**$12,000,000**	**$1,973,394**	**$13,973,394**
Special Benefit:			
Total Special Benefit	$12,000,000	$1,973,394	$13,973,394
Assessment	$12,000,000	$1,973,394	$13,973,394
Excess Benefit	**$0**	**$0**	**$0**

[1]See Table III-F for details.

F. Future Phases Assessment Rolls

Future Phases are developed, this Service and Assessment Plan will be updated to determine the Assessment for each Parcel located within Future Phases (e.g., an appendix will be added as the Assessment Roll for Phase #5, etc.).

G. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phases #2-7 Major Improvement Area Assessment Roll, Phase #1 Assessment Roll, Phase #2 Assessment Roll, the Phase #3 Assessment Roll – Phase #3 Improvements, the Phase #3 Assessment Roll – Phase #3 Additional Projects, the Phase #4 Assessment Roll – Phase #4 Improvements, and the Phase #4 Assessment Roll – Phase #4 Additional Projects 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.H of this Service and Assessment Plan.

Upon the future issuance of Bonds, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer 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 a parcel of Assessed Property claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Property owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Property owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Property owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, 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 applicable Trust Indenture, such determination shall be conclusive.

Tables within this Service and Assessment Plan may be rounded to the nearest dollar for presentation purposes.

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.

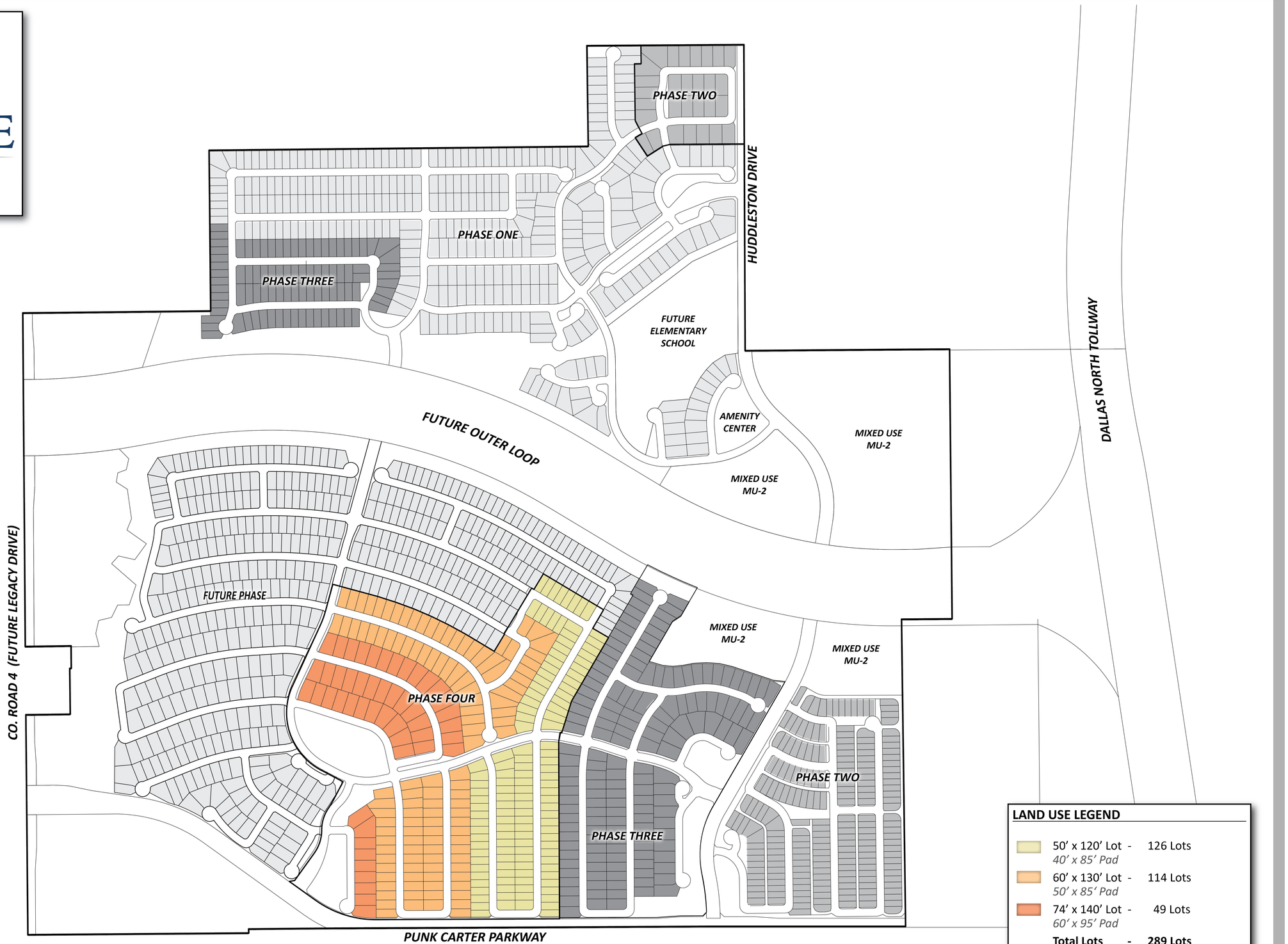
If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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APPENDIX A
PID MAP

CAMBRIDGE CROSSING

Phase Four



LAND USE LEGEND

50′ x 120′ Lot *40′ x 85′ Pad*	-	126 Lots
60′ x 130′ Lot *50′ x 85′ Pad*	-	114 Lots
74′ x 140′ Lot *60′ x 95′ Pad*	-	49 Lots
Total Lots	**-**	**289 Lots**

N

Celina, Texas | 1-14-2025 | 14037

Cambridge

PAPE-DAWSON ENGINEERS

This layout is for conceptual purposes only, based on preliminary information. It is subject to change without notice and also subject to governmental approvals. Image is shown at a scale of **1″ = 300′** when printed at 24 x 36.

APPENDIX B
BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

CAMBRIDGE CROSSING PID ~ PHASE ONE COSTS

City of Celina, Collin County, Texas

Construction Plan Set: 04-18-2018

Total Lots: ***330*** *Total Acres:* ***107.675***

Prepared: ***06/06/18*** *Revised:*

Opinion of Probable Cost Summary

SUMMARY	TOTAL
MAJOR IMPROVEMENTS	
WATER ~ MAJOR IMPROVEMENTS	1,020,500.00
SANITARY SEWER ~ MAJOR IMPROVEMENTS	1,422,020.00
DRAINAGE ~ MAJOR IMPROVEMENTS	1,047,000.00
ROADWAY ~ MAJOR IMPROVEMENTS	7,252,339.00
CITY, PROFESSIONAL & MISC. FEES ~ MAJOR	364,333.00
TOTAL ~ MAJOR IMPROVEMENTS	11,106,192.00
DIRECT IMPROVEMENTS	
WATER ~ DIRECT	1,097,000.00
SANITARY SEWER ~ DIRECT	1,003,000.00
ROADWAYS ~ DIRECT	2,543,000.00
CITY, PROFESSIONAL & MISC. FEES ~ DIRECT	194,000.00
TOTAL ~ DIRECT IMPROVEMENTS	4,837,000.00
GRAND TOTAL	15,943,192.00

GENERAL NOTES:

- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN 2015, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO THE VOLATILITY OF PRICES TODAY.

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- CORPS/WETLANDS MITIGATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES

CAMBRIDGE CROSSING PHASE TWO - DIRECT & MI SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	227	$7,258,831	$31,977	$154,845
CATEGORY TOTALS	**46.878**	**227**	**$7,258,831**	**$31,977**	**$154,845**

GENERAL NOTES:

- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.
- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN THE PAST COUPLE YEARS, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE TO T VOLATILITY OF PRICES TODAY.
- IMPACT FEES DUE AT TIME OF BUILDING PERMIT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ECT
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$69,863	$308	$1,490
EXCAVATION (DIRECT)	$190,556	$839	$4,065
EXCAVATION (MAJOR IMPROVEMENT)	$29,329	$129	$625.64
RETAINING WALL (MAJOR IMPROVEMENTS)	$272,422	$1,200.10	$5,811.30
WATER (DIRECT)	$806,538	$3,553	$17,205
SANITARY SEWER (DIRECT)	$543,344	$2,394	$11,591
SANITARY SEWER (MAJOR IMPROVEMENT)	$207,112	$912.39	$4,418.11
STORM SEWER (DIRECT)	$1,261,460	$5,557	$26,909
STORM SEWER (MAJOR IMPROVEMENT	$32,644	$143.80	$696.35
PAVING (DIRECT)	$2,723,974	$12,000	$58,108
PAVING (MAJOR IMPROVEMENTS)	**$ 779,170**	**$ 3,432.47**	**$ 16,621.24**
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$342,420	$1,508	$7,304
GRAND TOTAL	**$7,258,831**	**$31,977**	**$154,845**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	3550	$ 5,325
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	12400	$ 15,500
INLET PROTECTION	$ 500.00	EA	41	$ 20,500
DISK & SEED	$ 325.00	ACRE	27	$ 8,775
ENGINEERING, PLATTING & STAKING (10%)				$ 6,210
MISCELLANEOUS ITEMS (2.5%)				$ 1,553
TOTAL				**$ 69,863**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	14.5	$ 15,660
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$ 2,000
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	2,648	$ 6,275
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	8,955	$ 22,118
IMPORT	$ 8.15	C.Y.	1466	$ 11,952.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	4064	$ 36,378.00
MOISTURE CONDITION STREETS	$ 75,000.00	LS.	1	$ 75,000
ENGINEERING, PLATTING & STAKING (10%)				$ 16,938
MISCELLANEOUS ITEMS (2.5%)				$ 4,235
TOTAL				**$ 190,556**

EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	ACRE	1.0	$ 1,080
POND EXCAVATION	$ 2.37	C.Y.	11000	$ 26,070
ENGINEERING, PLATTING & STAKING (10%)				$ 2,607
MISCELLANEOUS ITEMS (2.5%)				$ 652
TOTAL				**$ 29,329**

RETAINING WALL (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALL	$ 242,153.00	LS.	1	$ 242,153.00
ENGINEERING, PLATTING & STAKING (10%)				$ 24,215.30
MISCELLANEOUS ITEMS (2.5%)				$ 6,053.83
TOTAL				**$ 272,422.13**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 34.78	L.F.	7859	$ 273,336
6" GATE VALVE & BOX	$ 910.00	EA.	17	$ 15,470
8" GATE VALVE & BOX	$ 1,365.00	EA.	28	$ 38,220
REMOVE, LOWER & REPLACE 18" PVC DR 18	$ 425.00	L.F.	20	$ 8,500
FIRE HYDRANT W/ 6" LEAD	$ 4,050.00	EA.	17	$ 68,850
18"X8" CUT IN TEE	$ 11,550.00	EA.	5	$ 57,750
18" CUT IN BUTTERFLY VALVE	$ 10,400.00	EA.	2	$ 20,800
TEMPORARY POST HYDRANT	$ 2,900.00	EA.	1	$ 2,900
RELOCATE EX. FIRE HYDRANT	$ 1,500.00	EA.	1	$ 1,500
1" SINGLE WATER SERVICE	$ 801.00	EA.	226	$ 181,026
CONNECT TO EXISTING	$ 450.00	EA.	7	$ 3,150
MISCELLANEOUS FITTINGS	$ 5,450.00	TON	7	$ 35,425
TRACER WIRE TEST STATIONS	$ 215.00	EA.	30	$ 6,450
TESTING & CHLORINATION	$ 0.45	L.F.	7879	$ 3,546
ENGINEERING, PLATTING & STAKING (10%)				$ 71,692
MISCELLANEOUS ITEMS (2.5%)				$ 17,923
TOTAL				**$ 806,538**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	5985	$ 175,061
4' DIAMETER MANHOLE	$ 4,815.00	EA.	22	$ 105,930
4' DIAMETER MANHOLE ON EXISTING	$ 6,250.00	EA.	1	$ 6,250
MANHOLE I & I BARRIER	$ 345.00	EA.	23	$ 7,935
ADJUST EXISTING MH RIM ELEVATION	$ 800.00	EA.	1	
4" SERVICE LINES	$ 753.00	EA.	225	$ 169,425
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	160	$ 10,840
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	5985	$ 599
TESTING & T.V. INSPECTION	$ 1.15	L.F.	5985	$ 6,883
ENGINEERING, PLATTING & STAKING (10%)				$ 48,297
MISCELLANEOUS ITEMS (2.5%)				$ 12,074
TOTAL				**$ 543,344**

SANITARY SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
10" P.V.C. PIPE (SDR-35)	$ 37.95	L.F.	776	$ 29,449
8" P.V.C. PIPE (SDR-35)	$ 29.25	L.F.	1971	$ 57,652
4' DIAMETER MANHOLE	$ 4,815.00	EA.	7	$ 33,705
MANHOLE I & I BARRIER	$ 345.00	EA.	7	$ 2,415
CONNECT TO EXISTING	$ 1,815.00	EA.	1	$ 1,815
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 67.75	L.F.	80	$ 5,420
14" STEEL ENCASEMENT BY BORE	$ 380.00	L.F.	132	$ 50,160
END AND PLUG	$ 50.00	EA.	1	$ 50
TRENCH SAFETY	$ 0.10	L.F.	2747	$ 275
TESTING & T.V. INSPECTION	$ 1.15	L.F.	2747	$ 3,159
ENGINEERING, PLATTING & STAKING (10%)				$ 18,410
MISCELLANEOUS ITEMS (2.5%)				$ 4,602
TOTAL				**$ 207,112**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	1574	$ 88,931
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	414	$ 26,910
21" R.C.P.	$ 62.00	L.F.	703	$ 43,586
21" R.C.P. (RUBBER GASKET)	$ 72.50	L.F.	10	$ 725
24" R.C.P.	$ 71.50	L.F.	337	$ 24,096
27" R.C.P. (RUBBER GASKET)	$ 89.00	L.F.	179	$ 15,931
30" R.C.P.	$ 89.00	L.F.	550	$ 48,950
30" R.C.P. (RUBBER GASKET)	$ 98.00	L.F.	230	$ 22,540
36" R.C.P.	$ 116.00	L.F.	208	$ 24,128
36" R.C.P. (RUBBER GASKET)	$ 137.50	L.F.	385	$ 52,938
42" R.C.P.	$ 151.00	L.F.	275	$ 41,525
48" R.C.P.	$ 179.00	L.F.	106	$ 18,974
48" R.C.P. (RUBBER GASKET)	$ 201.00	L.F.	580	$ 116,580
7' X 4' R.C.B (RUBBER GASKET)	$ 466.00	L.F.	691	$ 322,006
10' INLET	$ 4,200.00	EA.	32	$ 134,400
15' INLET	$ 5,000.00	EA.	2	$ 10,000
2-GRATE COMBO INLET	$ 5,475.00	EA.	7	$ 38,325
7' X 4' SWO HEADWALL	$ 7,700.00	EA.	1	$ 7,700
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	5	$ 28,500
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	2	$ 13,900
9' X 4' JUNCTION BOX (15' DEEP)	$ 16,350.00	EA.	1	$ 16,350
9' X 6' JUNCTION BOX	$ 13,950.00	EA.	1	$ 13,950
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	1	$ 575
TRENCH SAFETY	$ 0.10	L.F.	6242	$ 624
TV INSPECTION	$ 1.50	L.F.	6242	$ 9,363
ENGINEERING, PLATTING & STAKING (10%)				$ 112,151
MISCELLANEOUS ITEMS (2.5%)				$ 27,804
TOTAL				**$ 1,261,460**

STORM SEWER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 56.50	L.F.	516	$ 29,154
18" R.C.P. (RUBBER GASKET)	$ 65.00	L.F.	207	$ 13,455
21" R.C.P.	$ 62.00	L.F.	11	$ 682
30" R.C.P.	$ 89.00	L.F.	115	$ 10,235
33" R.C.P.	$ 102.00	L.F.	106	$ 10,812
10' RECESSED INLET	$ 4,350.00	EA.	7	$ 30,450
4'x4' DROP INLET	$ 3,350.00	EA.	1	$ 3,350
4'X4' STORM SEWER MANHOLE	$ 5,700.00	EA.	1	$ 5,700
5'X5' STORM SEWER MANHOLE	$ 6,950.00	EA.	1	$ 6,950
DETENTION POND OUTLET STRUCTURE	$ 10,375.00	EA.	2	$ 20,750
CONNECT TO EXISTING STORM LINE	$ 575.00	EA.	9	$ 5,175
END AND PLUG 18" RCP	$ 50.00	EA.	2	$ 100
REMOVE EXISTING DROP INLET	$ 450.00	EA.	3	$ 1,350
REMOVE EXISTING CURB INLET	$ 500.00	EA.	1	$ 500
TRENCH SAFETY	$ 0.10	L.F.	955	$ 96
TV INSPECTION	$ 1.50	L.F.	955	$ 1,433
ENGINEERING, PLATTING & STAKING (10%)				$ 2,593
MISCELLANEOUS ITEMS (2.5%)				$ 648
TOTAL				**$ 32,644**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE TWO DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (25')	$ 42.85	S.Y.	21,136	$ 905,678
6" REINF. CONCRETE STREET PAVEMENT (29')	$ 42.85	S.Y.	6,019	$ 257,914
6" REINF. CONCRETE ALLEY (12')	$ 55.80	S.Y.	9,982	$ 556,996
6" LIME TREATED SUBGRADE	$ 3.55	S.Y.	40,469	$ 143,665
HYDRATED LIME (36 LBS/SY)	$ 170.00	TON	612	$ 104,040
5' SIDEWALK	$ 6.15	S.F.	58,385	$ 359,068
BARRIER FREE RAMPS	$ 2,000.00	EA.	23	$ 46,000
DETECTABLE WARNING AT ALLEY	$ 1,000.00	EA.	29	$ 29,000
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 275.00	EA.	40	$ 11,000
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	6	$ 7,950
ENGINEERING, PLATTING & STAKING (10%)				$ 242,131
MISCELLANEOUS ITEMS (2.5%)				$ 60,533
TOTAL				**$ 2,723,974**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
9" REINF. CONCRETE STREET PAVEMENT	$ 55.30	SY.	9055	$ 500,742
8" LIME TREATED SUBGRADE	$ 5.50	SY.	9717	$ 53,444
HYDRATED LIME	$ 170.00	TN.	175	$ 29,750
LAYDOWN MEDIAN NOSE WITH STAMPED CONCRETE	$ 40.00	SY.	171	$ 6,840
CONCRETE STREET HEADER	$ 20.00	LF.	28	$ 560
ROAD BARRICADE	$ 35.00	L.F.	36	$ 1,260.00
CONNECT TO EXISTING	$ 800.00	EA.	1	$ 800
SIDEWALK	$ 6.15	SF.	7600	$ 46,740
BARRIER FREE RAMPS	$ 2,000.00	EA.	5	$ 10,000
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 275.00	EA.	4	$ 1,100
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,325.00	EA.	2	$ 2,650
SAWCUT AND DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	LF.	1013	$ 25,325
REMOVE EXISTING CONCRETE PAVEMEMT	$ 12.00	SY.	508	$ 6,096
TAFFIC CONTROL	$ 8,000.00	LS.	1	$ 8,000
ENGINEERING, PLATTING & STAKING (10%)				$ 68,531
MISCELLANEOUS ITEMS (2.5%)				$ 17,333
TOTAL				**$ 779,170**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,500.00	L.S.	1	$ 1,500
ENGINEERING REVIEW FEE	$ 10,000.00	L.S.	1	$ 10,000
INSPECTION FEE (4%)	$ 254,169.69	L.S.	1	$ 254,170
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000
MATERIAL TESTING	$ 250.00	LOT.	227	$ 56,750
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000
TOTAL				**$ 342,420**

CAMBRIDGE CROSSING PHASE TWO INDIRECT SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE TWO	46.878	**227**	$2,303,000	$10,145	$49,128
TOTAL	**46.878**	**227**	**$2,303,000**	**$10,145**	**$49,128**

NOTES:

1) COSTS EXCLUDE ALL FEES AND COSTS ASSOCIATED WITH ROADWAY AND PUBLIC UTILITY IMPROVEMENTS.
2) ASSUMES MOISTURE CONDITIONING. A GEOTECHNICAL REPORT IS NEEDED TO DETERMINE REQUIREMENTS.
3) DEVELOPER TO CONFIRM LANDSCAPE, SCREENING WALL, ENTRY MONUMENTATION COSTS WITH APPROPRIATE CONSULTANT

CAMBRIDGE CROSSING PHASE TWO - INDIRECT DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 227 *Total Acres: 46.878*

Prepared: 11/19/2020 *Revised: 08/16/21*

EROSION CONTROL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE/POST EROSION CONTROL	$ 400.00	LOT	227	$ 90,800.00
MISCELLANEOUS ITEMS (5%)				$ 5,200.00
TOTAL				**$ 96,000.00**

EXCAVATION	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 1,080.00	AC.	31.4	$ 33,889.00
LOT EXCAVATION (NORTH)	$ 2.37	C.Y.	5,730	$ 13,580.00
LOT EXCAVATION (SOUTH)	$ 2.47	C.Y.	19,378	$ 47,864.00
IMPORT	$ 8.15	C.Y.	3174	$ 25,865.00
HAUL EXCESS AND PLACE	$ 8.95	C.Y.	8796	$ 78,720.00
MOISTURE CONDITION PADS	$539,195.00	LS.	1	$ 539,195.00
INSTALL POLY ON LOTS (ZONE 2 NORTH)	$ 760.00	LOT	10	$ 7,600.00
INSTALL POLY ON LOTS (ZONE 2 SOUTH)	$ 440.00	LOT	174	$ 76,560.00
INSTALL POLY ON LOTS (ZONE 3 SOUTH)	$ 520.00	LOT	4	$ 2,080.00
INITIAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
INITIAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
FINAL LOT BENCHING (NORTH)	$ 260.00	LOT	29	$ 7,540.00
FINAL LOT BENCHING (SOUTH)	$ 140.00	LOT	198	$ 27,720.00
MISCELLANEOUS ITEMS (5%)				$ 45,127.00
TOTAL				**$ 941,000.00**

RETAINING WALL	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
LOT WALLS	$ 44,956.00	LS.	1	$ 44,956.00
MISCELLANEOUS ITEMS (5%)				$ 3,044.00
TOTAL				**$ 48,000.00**

AMENITY IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)

MISCELLANEOUS ON-SITE IMPROVEMENTS	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ELECTRIC & GAS SERVICE (INCLUDES STREET LIGHT	$ 2,920.00	LOT	227	$ 662,840.00
FRANCHISE UTILITY SLEEVES	$ 10.00	L.F.	600	$ 6,000.00
MISCELLANEOUS ITEMS (5%)				$ 34,160.00
TOTAL				**$ 703,000.00**

MISCELLANEOUS FEES	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
ENGINEERING	$ 61,165.00	%	1	$ 61,165.00
STAKING	$ 32,935.00	%	1	$ 32,935.00
FINAL GEO-TECH REPORT	$ 350.00	LOT	227	$ 79,450.00
PARK FEE	$ 1,500.00	LOT	227	$ 340,500.00
TOTAL				**$ 515,000.00**

GRAND TOTAL	**$ 2,303,000.00**

CAMBRIDGE CROSSING PHASE THREE DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 68.538*

Prepared: ~~7/20/2021~~ *Revised: 09/23/22*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$113,611	$469	$1,658
EXCAVATION (DIRECT)	$214,285	$885	$3,127
ROADWAY - EXCAVATION (MAJOR IMPROVEMENT)	$122,111	$505	$1,782
STORM - RETAINING WALLS (MAJOR IMPROVEMENT)	$1,277,000	$5,276.86	$18,632.00
WATER (DIRECT)	$1,009,058	$4,170	$14,723
SANITARY SEWER (DIRECT)	$723,478	$2,990	$10,556
STORM SEWER (DIRECT)	$1,403,769	$5,801	$20,482
STORM SEWER (MAJOR IMPROVEMENTS)	$852,917	$3,524	$12,444
ROADWAY - PAVING (DIRECT)	$2,437,534	$10,072	$35,565
ROADWAY - PAVING (MAJOR IMPROVEMENTS)	$ 354,324	$ 1,464	$ 5,170
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$359,310	$1,485	$5,243
GRAND TOTAL	$8,867,398	$36,642	$129,379

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE THREE DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 68.538*

Prepared: 7/20/2021 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	6925	$ 10,387.50
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	2	$ 24,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	20300	$ 25,375.00
INLET PROTECTION	$ 500.00	EA	48	$ 24,000.00
DISK & SEED	$ 325.00	ACRE	53	$ 17,225.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,098.75
MISCELLANEOUS ITEMS (2.5%)				$ 2,524.69
TOTAL				**$ 113,610.94**

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (NORTH)	$ 1,860.00	ACRE	3.2	$ 5,952
CLEARING AND GRUBBING (SOUTH)	$ 1,200.00	ACRE	12.5	$ 15,000
ONSITE CUT/FILL (N)	$ 2.65	C.Y.	5057	$ 13,401
ONSITE CUT/FILL (S)	$ 2.95	C.Y.	21280	$ 62,776
SURCHARGE - BORROW FROM STOCKPILE (N)	$ 2.40	C.Y.	2233	$ 5,359
SURCHARGE - HAUL TO STOCKPILE (S)	$ 2.45	C.Y.	6523	$ 15,981
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	2	$ 4,000
MC STREET SUBGRADE 5' DEEP	$ 3.25	C.Y.	20925	$ 68,006
ENGINEERING, PLATTING & STAKING (10%)				$ 19,048
MISCELLANEOUS ITEMS (2.5%)				$ 4,762
TOTAL				**$ 214,285**

EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING (NORTH)	$ 1,860.00	ACRE	7.4	$ 13,764
CLEARING AND GRUBBING (SOUTH)	$ 1,200.00	ACRE	6.9	$ 8,244
ONSITE CUT/FILL (N)	$ 2.65	C.Y.	11638	$ 30,841
ONSITE CUT/FILL (S)	$ 2.95	C.Y.	11718	$ 34,568
SURCHARGE - BORROW FROM STOCKPILE (N)	$ 2.40	C.Y.	5140	$ 12,336
SURCHARGE - HAUL TO STOCKPILE (S)	$ 2.45	C.Y.	3588	$ 8,791
ENGINEERING, PLATTING & STAKING (10%)				$ 10,854
MISCELLANEOUS ITEMS (2.5%)				$ 2,714
TOTAL				**$ 122,111**

RETAINING WALL (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND WALLS	$ 1,215,917.00	L.S.	1	$ 1,215,917.00
MISCELLANEOUS ITEMS (5%)				$ 61,083.00
TOTAL				**$ 1,277,000.00**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE THREE DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 68.538*

Prepared: 7/20/2021 *Revised:*

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE DR-14	$ 46.90	L.F.	10079	$ 472,705
6" GATE VALVE & BOX	$ 1,035.00	EA.	21	$ 21,735
8" GATE VALVE & BOX	$ 1,575.00	EA.	32	$ 50,400
FIRE HYDRANT W/ 6" LEAD	$ 4,850.00	EA.	21	$ 101,850
TEMPORARY POST F.H. FLUSH VAVLE	$ 3,090.00	EA.	1	$ 3,090
1" SINGLE WATER SERVICE	$ 832.00	EA.	240	$ 199,680
CONNECT TO EXISTING	$ 450.00	EA.	5	$ 2,250
MISCELLANEOUS FITTINGS	$ 5,895.00	TON	5.8	$ 34,191
TRACE WIRE STATIONS	$150.00	EA.	40.0	$ 6,000
TESTING & CHLORINATION	$ 0.50	L.F.	10079	$ 5,040
ENGINEERING, PLATTING & STAKING (10%)				$ 89,694
MISCELLANEOUS ITEMS (2.5%)				$ 22,424
TOTAL				**$ 1,009,058**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. SEWER (SDR-35)	$ 36.25	L.F.	7756	$ 281,155
4' DIAMETER MANHOLE	$ 5,115.00	EA.	26	$ 132,990
4' DIAMETER DROP MANHOLE	$ 8,165.00	EA.	1	$ 8,165
ADJUST EX. SEWER MANHOLE RIM GRADE	$ 800.00	EA.	6	$ 4,800
4" SERVICE LINES	$ 874.00	EA.	194	$ 169,556
16" SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 104.00	L.F.	80	$ 8,320
LOCATE & ADJUST EX. SEWER SERVICE	$ 375.00	EA.	47	$ 17,625
MANHOLE I & I BARRIERS	$ 405.00	EA.	10	$ 4,050
CONNECT TO EX. MANHOLE	$ 1,895.00	EA.	1	$ 1,895
CONNECT TO EX. SEWER MAIN	$ 450.00	EA.	3	$ 1,350
TRENCH SAFETY	$ 0.10	L.F.	7756	$ 776
TESTING & T.V. INSPECTION	$ 1.60	L.F.	7756	$ 12,410
ENGINEERING, PLATTING & STAKING (10%)				$ 64,309
MISCELLANEOUS ITEMS (2.5%)				$ 16,077
TOTAL				**$ 723,478**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE THREE DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 68.538*

Prepared: 7/20/2021 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 59.00	L.F.	748	$ 44,132
18" R.C.P. (RUBBER GASKET)	$ 68.00	L.F.	665	$ 45,220
21" R.C.P.	$ 65.00	L.F.	118	$ 7,670
21" R.C.P. (RUBBER GASKET)	$ 77.00	L.F.	216	$ 16,632
24" R.C.P.	$ 74.50	L.F.	405	$ 30,173
24" R.C.P. (RUBBER GASKET)	$ 85.00	L.F.	116	$ 9,860
27" R.C.P.	$ 81.50	L.F.	535	$ 43,603
27" R.C.P. (RUBBER GASKET)	$ 94.00	L.F.	66	$ 6,204
30" R.C.P.	$ 93.00	L.F.	650	$ 60,450
30" R.C.P. (RUBBER GASKET)	$ 103.00	L.F.	374	$ 38,522
33" R.C.P.	$ 107.50	L.F.	117	$ 12,578
33" R.C.P. (RUBBER GASKET)	$ 124.50	L.F.	213	$ 26,519
36" R.C.P.	$ 123.00	L.F.	551	$ 67,773
48" R.C.P.	$ 189.50	L.F.	20	$ 3,790
48" R.C.P. (RUBBER GASKET)	$ 213.00	L.F.	450	$ 95,850
7' X 5' R.C.B (RUBBER GASKET)	$ 537.00	L.F.	185	$ 99,345
7' X 6' R.C.B (RUBBER GASKET)	$ 580.00	L.F.	484	$ 280,720
18" SLOPED END HEADWALL (4:1 NO BARS)	$ 3,150.00	EA.	1	$ 3,150
30" SLOPED END HEADWALL (4:1 NO BARS)	$ 3,300.00	EA.	1	$ 3,300
7' X 6' SWO HEADWALL (4:1 H=7' NO BARS)	$ 12,975.00	EA.	1	$ 12,975
10' CURB INLET	$ 4,700.00	EA.	48	$ 225,600
12' CURB INLET	$ 5,150.00	EA.	4	$ 20,600
4' X 4' STORM SEWER MANHOLE	$ 5,950.00	EA.	5	$ 29,750
5' X 5' STORM SEWER MANHOLE	$ 7,200.00	EA.	2	$ 14,400
8' X 8' STORM SEWER MANHOLE	$ 17,900.00	EA.	2	$ 35,800
CONNECT TO EXISTING STORM LINE	$ 550.00	EA.	3	$ 1,650
TRENCH SAFETY	$ 0.10	L.F.	5913	$ 591
TV INSPECTION	$ 1.85	L.F.	5913	$ 10,939
ENGINEERING, PLATTING & STAKING (10%)				$ 124,779
MISCELLANEOUS ITEMS (2.5%)				$ 31,195
TOTAL				**$ 1,403,769**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe) (RUBBER GASKET)*	$ 68.00	L.F.	78	$ 5,304
33" R.C.P.	$ 107.50	L.F.	192	$ 20,640
33" R.C.P. (RUBBER GASKET)	$ 124.50	L.F.	199	$ 24,776
48" R.C.P. (RUBBER GASKET)	$ 213.00	L.F.	357	$ 76,041
5' X 4' R.C.B. (RUBBER GASKET)	$ 327.00	L.F.	219	$ 71,613
6' X 6' R.C.B (RUBBER GASKET)	$ 512.00	L.F.	168	$ 86,016
33" SLOPED END HEADWALL	$ 3,375.00	EA.	1	$ 3,375
6' X 6' SWO HEADWALL (4:1 H=7' NO BARS)	$ 12,375.00	EA.	2	$ 24,750
10' CURB INLET	$ 4,700.00	EA.	4	$ 18,800
5' X 5' STORM MANHOLE	$ 7,200.00	EA.	1	$ 7,200
6' X 6' STORM MANHOLE	$ 12,375.00	EA.	1	$ 12,375
CONNECT TO EXISTING STORM LINE	$ 550.00	EA.	1	$ 550
REM. 8' X 8' WYE INLET TOP & INSTALL GRATE	$ 13,500.00	EA.	1	$ 13,500
15 - 10' X 2' BOX CULVERT (MC-10-10)	$ 16,250.00	L.F.	6	$ 97,500
15 - 10' X 2' SWO HEADWALL w/10' LONG WING	$ 92,975.00	EA.	2	$ 185,950
PUMP DOWN PONDS	$ 20,000.00	LS	1	$ 20,000
TRENCH SAFETY	$ 0.10	L.F.	1213	$ 121
TV INSPECTION	$ 1.85	L.F.	1213	$ 2,244
POND EXCAVATION (N)	$ 6.85	C.Y.	5,800	$ 39,730
POND DEWATERING (N)	$ 20,000.00	L.S.	1	$ 20,000
POND GRADING (N)	$ 0.35	S.Y.	26,567	$ 9,298
POND GRADING (S)	$ 0.35	S.Y.	23,900	$ 8,365
DEWATER PH. 3 SOUTH POND	$ 10,000.00	L.S.	1	$ 10,000
ENGINEERING, PLATTING & STAKING (10%)				$ 75,815
MISCELLANEOUS ITEMS (2.5%)				$ 18,954
TOTAL				**$ 852,917**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE THREE DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 68.538*

Prepared: 7/20/2021 *Revised:*

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (29' B-B)	$ 48.22	S.Y.	33,151	$ 1,598,541
6" LIME TREATED SUBGRADE	$ 3.55	S.Y.	37,531	$ 133,235
HYDRATED LIME (32 LBS/SY)	$ 206.00	TON	667	$ 137,402
5' SIDEWALK	$ 6.50	S.F.	3,347	$ 21,756
6' SIDEWALK	$ 6.50	S.F.	35,879	$ 233,214
BARRIER FREE RAMPS	$ 2,300.00	EA.	12	$ 27,600
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 275.00	EA.	20	$ 5,500
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,350.00	EA.	7	$ 9,450
ENGINEERING, PLATTING & STAKING (10%)				$ 216,670
MISCELLANEOUS ITEMS (2.5%)				$ 54,167
TOTAL				**$ 2,437,534**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT	$ 48.22	SY.	3683	$ 177,595
6" LIME TREATED SUBGRADE	$ 3.55	SY.	4170	$ 14,804
HYDRATED LIME (32 LBS/SY)	$ 206.00	TN.	75	$ 15,450
CONCRETE STREET HEADER	$ 20.00	LF.	29	$ 580
END OF ROAD BARRICADE	$ 1,100.00	L.S.	1	$ 1,100
CONNECT TO EXISTING	$ 800.00	EA.	2	$ 1,600
6' SIDEWALK	$ 6.50	SF.	3986	$ 25,909
LAYDOWN MEDIAN NOSE w/STAMPED CONCRETE	$ 318.15	S.Y.	56	$ 17,817
BARRIER FREE RAMPS	$ 2,300.00	EA.	15	$ 34,500
SAWCUT & DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	L.F.	160	$ 4,000
PAVEMENT MARKINGS	$ 3,500.00	L.S.	1	$ 3,500
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 275.00	EA.	12	$ 3,300
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,350.00	EA.	6	$ 8,100
TRAFFIC CONTROL	$ 6,700.00	L.S.	1	$ 6,700
ENGINEERING, PLATTING & STAKING (10%)				$ 31,496
MISCELLANEOUS ITEMS (2.5%)				$ 7,874
TOTAL				**$ 354,324**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,500.00	L.S.	1	$ 1,500
ENGINEERING REVIEW FEE	$ 10,000.00	L.S.	1	$ 10,000
INSPECTION FEE (4%)	$ 267,310	L.S.	1	$ 267,310
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000
MATERIAL TESTING	$ 250.00	LOT.	242	$ 60,500
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000
TOTAL				**$ 359,310**

CAMBRIDGE CROSSING PHASE FOUR & FIVE - MI SUMMARY

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 289 *Total Acres: 79.7*

Prepared: 7/20/2021 *Revised:*

Overall Probable Cost Opinion Summary by Phase

TRACT ID	Area (Ac)	Lots (#)	Cost ($)	By Lot ($)	By Acre ($)
PHASE FOUR	79.7	289	$3,832,328	$13,261	$48,084
PHASE FIVE	56.3	242	$851,722	$3,520	$15,128
CATEGORY TOTALS	**136**	**531**	**$4,684,050**	**$8,821**	**$34,442**

GENERAL NOTES:

- THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

- UNIT PRICES ARE BASED ON SIMILAR PROJECTS BID IN THE PAST COUPLE YEARS, HOWEVER SHOULD BE VERIFIED WITH A CONTRACTOR DUE T VOLATILITY OF PRICES TODAY.

- IMPACT FEES DUE AT TIME OF BUILDING PERMIT

ESTIMATE EXCLUDES:

- FRANCHISE UTILITY RELOCATION AND/OR OFFSITE COSTS TO BRING SERVICE TO SITE
- ROCK EXCAVATION
- LAND COST
- PHONE AND CABLE
- DEMOLITION OF EXISTING STRUCTURES
- REMOVAL OF EXISTING WATER WELLS OR SEPTIC SYSTEMS
- ASBESTOS SURVEY/ABATEMENT OF EXISTING STRUCTURES
- CORPS/WETLANDS MITIGATION
- TREE MITIGATION
- TRAFFIC SIGNAL IMPROVEMENTS/INSTALLATION
- EASEMENT ACQUISITION
- RIGHT-OF-WAY ACQUISITION (IF REQUIRED) FOR PERIMETER ROADS
- COST UNDERBRUSHING/PRUNING OF EXISTING TREES
- TREE, TOPOGRAPHIC AND BOUNDARY SURVEYS
- PRELIMINARY PROFESSIONAL FEES (FEASIBILITY, ZONING AND PLANNING)
- LANDSCAPE, SCREENING WALL, AMENITY CENTER, ECT
- CONSTRUCTION MANAGEMENT
- MISCELLANEOUS COSTS AND OVERALL CONTINGENCY

CAMBRIDGE CROSSING PHASE FOUR MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 289 *Total Acres: 79.7*

Prepared: 12/12/2022 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAYS - EXCAVATION (MAJOR IMPROVEMENT)	$174,526	$604	$2,190
RETAINING WALLS (MAJOR IMPROVEMENT)	$479,600	$1,659.52	$6,017.57
WATER (MAJOR)	$452,138	$1,564	$5,673
STORM SEWER (MAJOR IMPROVEMENT)	$1,592,645	$5,511	$19,983
ROADWAYS - PAVING (MAJOR IMPROVEMENT)	$ 1,133,420	$ 3,922	$ 14,221
GRAND TOTAL	$3,832,328	$13,261	$48,084

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 289 *Total Acres: 79.7*

Prepared: 12/12/2022 *Revised:*

ROADWAYS - EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING AND GRUBBING	$ 1,200.00	ACRE	4.6	$ 5,520
ONSITE CUT/FILL	$ 2.65	C.Y.	14752	$ 39,092
SURCHARGE - BORROW FROM STOCKPILE	$ 2.40	C.Y.	46051	$ 110,522
ENGINEERING, PLATTING & STAKING (10%)				$ 15,513
MISCELLANEOUS ITEMS (2.5%)				$ 3,878
TOTAL				**$ 174,526**

RETAINING WALL (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
4' WALL	$ 75.00	L.F.	1900	$ 142,500.00
5' WALL	$ 95.00	L.F.	110	$ 10,450.00
8' WALL	$ 175.00	L.F.	858	$ 150,150.00
MISCELLANEOUS ITEMS (5%)				$ 176,500.00
TOTAL				**$ 479,600.00**

WATER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE DR-14	$ 80.50	L.F.	3320	$ 267,260.00
12" GATE VALVE & BOX	$ 4,050.00	EA.	12	$ 48,600.00
6" GATE VALVE & BOX	$ 1,035.00	EA.	10	$ 10,350
FIRE HYDRANT W/ 6" LEAD	$ 4,850.00	EA.	10	$ 48,500
CONNECT TO EXISTING	$ 450.00	EA.	2	$ 900
MISCELLANEOUS FITTINGS	$ 5,895.00	TON	4.0	$ 23,580
TRACE WIRE STATIONS	$150.00	EA.	7.0	$ 1,050
TESTING & CHLORINATION	$ 0.50	L.F.	3320	$ 1,660
ENGINEERING, PLATTING & STAKING (10%)				$ 40,190
MISCELLANEOUS ITEMS (2.5%)				$ 10,048
TOTAL				**$ 452,138**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 289 *Total Acres: 79.7*

Prepared: 12/12/2022 *Revised:*

STORM SEWER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P.	$ 65.00	L.F.	550	$ 35,750
21" R.C.P. (RUBBER GASKET)	$ 77.00	L.F.	216	$ 16,632
30" R.C.P. (RUBBER GASKET)	$ 103.00	L.F.	238	$ 24,514
48" R.C.P.	$ 189.50	L.F.	359	$ 68,031
54" R.C.P.	$ 200.00	L.F.	190	$ 38,000
5' X 5' R.C.B. *(Reinforced Concrete Box)*	$ 315.00	L.F.	395	$ 124,425
5' X 5' R.C.B. (RUBBER GASKET)	$ 360.00	L.F.	87	$ 31,320
6' X 5' R.C.B	$ 400.00	L.F.	74	$ 29,600
6' X 5' R.C.B (RUBBER GASKET)	$ 490.00	L.F.	456	$ 223,440
10' X 5' R.C.B (RUBBER GASKET)	$ 680.00	L.F.	196	$ 133,280
2-6'X5' R.C.B.	$ 750.00	L.F.	80	$ 60,000
21" SLOPED END HEADWALL (4:1 NO BARS)	$ 3,150.00	EA.	2	$ 6,300
30" SLOPED END HEADWALL (4:1 NO BARS)	$ 3,300.00	EA.	4	$ 13,200
5' X 5' SWO HEADWALL (4:1 H=7' NO BARS)	$ 11,000.00	EA.	1	$ 11,000
6' X 5' SWO HEADWALL (4:1 H=7' NO BARS)	$ 12,500.00	EA.	1	$ 12,500
10' CURB INLET	$ 4,700.00	EA.	22	$ 103,400
4' X 4' STORM SEWER MANHOLE	$ 5,950.00	EA.	3	$ 17,850
5' X 5' STORM SEWER MANHOLE	$ 7,200.00	EA.	2	$ 14,400
8' X 8' STORM SEWER MANHOLE	$ 17,900.00	EA.	2	$ 35,800
CONNECT TO EXISTING STORM LINE	$ 550.00	EA.	1	$ 550
POND OUTLET STRUCTURE	$ 50,000.00	EA.	1	$ 50,000
TRENCH SAFETY	$ 0.10	L.F.	2841	$ 284
TV INSPECTION	$ 1.85	L.F.	2841	$ 5,256
POND EXCAVATION	$ 6.85	C.Y.	52,577	$ 360,153
ENGINEERING, PLATTING & STAKING (10%)				$ 141,568
MISCELLANEOUS ITEMS (2.5%)				$ 35,392
TOTAL				**$ 1,592,645**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 289 *Total Acres: 79.7*

Prepared: 12/12/2022 *Revised:*

ROADWAYS - PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT	$ 48.22	SY.	9455	$ 455,921
6" LIME TREATED SUBGRADE	$ 3.55	SY.	10760	$ 38,198
HYDRATED LIME (32 LBS/SY)	$ 206.00	TN.	173	$ 35,638
CONCRETE STREET HEADER	$ 20.00	LF.	1	$ 20
END OF ROAD BARRICADE	$ 1,100.00	L.S.	1	$ 1,100
CONNECT TO EXISTING	$ 800.00	EA.	2	$ 1,600
6' SIDEWALK	$ 6.50	SF.	44880	$ 291,720
LAYDOWN MEDIAN NOSE w/STAMPED CONCRETE	$ 318.15	S.Y.	35	$ 11,136
BARRIER FREE RAMPS	$ 2,300.00	EA.	19	$ 43,700
SAWCUT & DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	L.F.	170	$ 4,250
PAVEMENT MARKINGS	$ 3,500.00	L.S.	2	$ 7,000
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 275.00	EA.	4	$ 1,100
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 1,350.00	EA.	2	$ 2,700
TRAFFIC CONTROL	$ 6,700.00	L.S.	1	$ 6,700
ENGINEERING, PLATTING & STAKING (10%)	10%	%		$ 90,078
CONSTRUCTION MANAGEMENT	5%	%		$ 45,039
PID CREATION & LEGAL	$ 75,000.00	EA.	1	$ 75,000
MISCELLANEOUS ITEMS (2.5%)				$ 22,520
TOTAL				**$ 1,133,420**

CAMBRIDGE CROSSING PHASE FIVE MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 56.3*

Prepared: 12/12/2022 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
ROADWAYS - EXCAVATION (MAJOR IMPROVEMENT)	$17,663	$72.99	$314
WATER (MAJOR)	$128,093	$529.31	$2,275
STORM SEWER (MAJOR IMPROVEMENT)	$225,865	$933	$4,012
ROADWAYS - PAVING (MAJOR IMPROVEMENT)	$ 480,102	$ 1,984	$ 8,528
GRAND TOTAL	$851,722	$3,520	$15,128

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FIVE MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: N/A

Total Lots: 242 *Total Acres: 56.3*

Prepared: 12/12/2022 *Revised:*

ROADWAYS - EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING AND GRUBBING	$ 1,200.00	ACRE	1.6	$ 1,920
ONSITE CUT/FILL	$ 2.65	C.Y.	5200	$ 13,780
ENGINEERING, PLATTING & STAKING (10%)				$ 1,570
MISCELLANEOUS ITEMS (2.5%)				$ 393
TOTAL				**$ 17,663**

WATER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
12" P.V.C. WATERLINE DR-14	$ 80.50	L.F.	900	$ 72,450.00
12" GATE VALVE & BOX	$ 4,050.00	EA.	4	$ 16,200.00
6" GATE VALVE & BOX	$ 1,035.00	EA.	2	$ 2,070
FIRE HYDRANT W/ 6" LEAD	$ 4,850.00	EA.	2	$ 9,700
CONNECT TO EXISTING	$ 450.00	EA.	2	$ 900
MISCELLANEOUS FITTINGS	$ 5,895.00	TON	2.0	$ 11,790
TRACE WIRE STATIONS	$150.00	EA.	2.0	$ 300
TESTING & CHLORINATION	$ 0.50	L.F.	900	$ 450
ENGINEERING, PLATTING & STAKING (10%)				$ 11,386
MISCELLANEOUS ITEMS (2.5%)				$ 2,847
TOTAL				**$ 128,093**

STORM SEWER (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
21" R.C.P. *(Reinforced Concrete Pipe)*	$ 65.00	L.F.	120	$ 7,800
42" R.C.P.	$ 165.00	L.F.	260	$ 42,900
54" R.C.P.	$ 205.00	L.F.	340	$ 69,700
5' X 5' R.C.B.	$ 315.00	L.F.	110	$ 34,650
10' CURB INLET	$ 4,700.00	EA.	4	$ 18,800
6' X 6' STORM MANHOLE	$ 12,375.00	EA.	2	$ 24,750
CONNECT TO EXISTING STORM LINE	$ 550.00	EA.	1	$ 550
TRENCH SAFETY	$ 0.10	L.F.	830	$ 83
TV INSPECTION	$ 1.85	L.F.	830	$ 1,536
ENGINEERING, PLATTING & STAKING (10%)				$ 20,077
MISCELLANEOUS ITEMS (2.5%)				$ 5,019
TOTAL				**$ 225,865**

ROADWAYS - PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT	$ 48.22	SY.	4540	$ 218,919
6" LIME TREATED SUBGRADE	$ 3.55	SY.	5195	$ 18,443
HYDRATED LIME (32 LBS/SY)	$ 206.00	TN.	84	$ 17,304
CONNECT TO EXISTING	$ 800.00	EA.	2	$ 1,600
6' SIDEWALK	$ 6.50	S.F.	10,680	$ 69,420
LAYDOWN MEDIAN NOSE w/STAMPED CONCRETE	$ 318.15	S.Y.	10	$ 3,182
BARRIER FREE RAMPS	$ 2,300.00	EA.	4	$ 9,200
TRAFFIC CONTROL	$ 6,700.00	L.S.	1	$ 6,700
ENGINEERING, PLATTING & STAKING (10%)	10%			$ 34,477
CONSTRUCTION MANAGEMENT	5%	%		$ 17,238
PID CREATION & LEGAL	$ 75,000.00	EA.	1	$ 75,000
MISCELLANEOUS ITEMS (2.5%)				$ 8,619
TOTAL				**$ 480,102**

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

Opinion of Probable Cost Summary

CATEGORY	By Category	By Lot	By Acre
EROSION CONTROL (DIRECT)	$123,159	$426	$1,541
EXCAVATION (DIRECT)	$518,825	$1,795	$6,493
EXCAVATION (MAJOR IMPROVEMENT)	$472,289	$1,634	$5,911
RETAINING WALLS (MAJOR IMPROVEMENT)	$503,196	$1,741.16	$6,297.82
WATER (DIRECT)	$1,505,785	$5,210	$18,846
WATER (MAJOR)	$432,486	$1,496	$5,413
SANITARY SEWER (DIRECT)	$1,134,868	$3,927	$14,204
SANITARY SEWER (MAJOR)	$280,761	$971	$3,514
STORM SEWER (DIRECT)	$1,205,107	$4,170	$15,083
STORM SEWER (MAJOR IMPROVEMENTS)	$1,867,594	$6,462	$23,374
PAVING (DIRECT)	$3,813,237	$13,195	$47,725
PAVING (MAJOR IMPROVEMENTS)	**$ 1,746,297**	**$ 6,043**	**$ 21,856**
CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	$1,085,613	$3,756	$13,587
GRAND TOTAL	**$14,689,217**	**$50,828**	**$183,845**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

EROSION CONTROL (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PRE-DEVELOPMENT EROSION CONTROL:				
SILT FENCE (HIGH FLOW)	$ 1.50	L.F.	4300	$ 6,450.00
SEDIMENTATION BASIN & DRAINAGE STRUCTURE	$ 12,000.00	EA.	1	$ 12,000.00
POST DEVELOPMENT EROSION CONTROL:				
4' ROLL OF CURLEX WITH SEED	$ 1.25	L.F.	30000	$ 37,500.00
INLET PROTECTION	$ 500.00	EA	70	$ 35,000.00
DISK & SEED	$ 325.00	ACRE	57	$ 18,525.00
ENGINEERING, PLATTING & STAKING (10%)				$ 10,947.50
MISCELLANEOUS ITEMS (2.5%)				$ 2,736.88
TOTAL				**$ 123,159.38**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

EXCAVATION (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 855.00	ACRE	12.7	$10,858.50
ONSITE CUT/FILL	$ 3.05	C.Y.	25,910	$79,024.77
SURCHARGE - HAUL TO STOCKPILE	$ 3.20	C.Y.	14,420	$46,144.00
CONSTRUCTION ENTRANCE	$ 2,000.00	EA.	1	$2,000.00
CO1 - MC STREET SUBGRADE 5' DEEP	$ 4.29	C.Y.	58,100	$249,249.00
CO2 - GTD EXCAVATION & HAUL TO STOCKPILE	$ 3.20	C.Y.	14,028	$44,889.60
CO3 - MOBILIZATION	$ 2,000.00	EA.	1	$2,000.00
CO3 - GTD EXCAVATION & HAUL TO STOCKPILE	$ 2.50	C.Y.	14,500	$36,250.00
ENGINEERING, PLATTING & STAKING (10%)				$38,727.63
MISCELLANEOUS ITEMS (2.5%)				$9,681.91
TOTAL				**$518,825.41**

EXCAVATION (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
CLEARING & GRUBBING	$ 855.00	ACRE	4.6	$3,933.00
CLEARING & GRUBBING	$ 855.00	ACRE	5.8	$4,959.00
ONSITE CUT/FILL	$ 3.05	C.Y.	9,385	$28,623.15
ONSITE CUT/FILL	$ 3.05	C.Y.	40,809	$124,467.91
SURCHARGE - HAUL TO STOCKPILE	$ 3.20	C.Y.	57,680	$184,576.00
CO4 - MOBILIZATION	$ 8,000.00	LS.	1	$8,000.00
CO4 - DEWATER PONDS	$ 5,200.00	LS.	1	$5,200.00
CO4 - 366 EXCAVATOR	$ 240.00	HR.	70	$16,800.00
CO4 - 745 OFF ROAD TRUCKS	$ 275.00	HR.	135	$37,125.00
CO4 - 850 DOZER	$ 195.00	HR.	75	$14,625.00
CO4 - GRADE CHECKER	$ 55.00	HR.	12	$660.00
ENGINEERING, PLATTING & STAKING (10%)				$34,655.91
MISCELLANEOUS ITEMS (2.5%)				$8,663.98
TOTAL				**$472,288.94**

RETAINING WALL (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
POND 1 WALLS	$ 96,822.00	L.S.	1	$ 96,822.00
POND 2 WALLS	$ 122,557.00	L.S.	1	$ 122,557.00
POND 3 WALLS	$ 259,855.00	L.S.	1	$ 259,855.00
MISCELLANEOUS ITEMS (5%)				$ 23,961.70
TOTAL				**$ 503,195.70**

WATER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.85	L.F.	11,309	$ 575,062.65
8" GATE VALVE & BOX	$ 2,700.00	EA.	34	$ 91,800.00
FIRE HYDRANT W/ 6" LEAD	$ 8,710.00	EA.	29	$ 252,590.00
1" SINGLE WATER SERVICE	$ 1,018.00	EA.	293	$ 298,274.00
CONNECT TO EXISTING	$ 550.00	EA.	2	$ 1,100.00
MISCELLANEOUS FITTINGS	$ 7,325.00	TON	9.2	$ 67,390.00
18" X 8" CUT IN TEE	$ 14,075.00	EA.	1	$ 14,075.00
POST HYDRANT	$ 4,550.00	EA.	2	$ 9,100.00
TESTING & CHLORINATION	$ 0.95	L.F.	11,309	$ 10,743.55
TRENCH SAFETY	$ 0.10	L.F.	11,309	$ 1,130.90
MAINTENANCE BOND	$ 73,450.00	%	23%	$ 17,209.71
ENGINEERING, PLATTING & STAKING (10%)				$ 133,847.58
MISCELLANEOUS ITEMS (2.5%)				$ 33,461.90
TOTAL				**$1,505,785.29**

NOTE:

1) THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

2) WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

WATER (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. WATERLINE	$ 50.85	L.F.	1,580	$ 80,343.00
12" P.V.C. WATERLINE	$ 79.50	L.F.	2,326	$ 184,917.00
8" GATE VALVE & BOX	$ 2,700.00	EA.	14	$ 37,800.00
12" GATE VALVE & BOX	$ 4,800.00	EA.	6	$ 28,800.00
FIRE HYDRANT W/ 6" LEAD	$ 8,710.00	EA.	3	$ 26,130.00
CONNECT TO EXISTING	$ 550.00	EA.	1	$ 550.00
MISCELLANEOUS FITTINGS	$ 7,325.00	TON	2.3	$ 16,847.50
TESTING & CHLORINATION	$ 0.95	L.F.	3,906	$ 3,710.70
TRENCH SAFETY	$ 0.10	L.F.	3,906	$ 390.60
MAINTENANCE BOND	$ 73,450.00	%	7%	$ 4,942.90
ENGINEERING, PLATTING & STAKING (10%)				$ 38,443.17
MISCELLANEOUS ITEMS (2.5%)				$ 9,610.79
TOTAL				**$432,485.67**

SANITARY SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. SEWER (SDR-35)	$ 40.40	L.F.	10,727	$ 433,370.80
8" P.V.C. PIPE (SDR-26)	$ 65.70	L.F.	1,986	$ 130,453.92
4' DIAMETER MANHOLE	$ 6,725.00	EA.	24	$ 161,400.00
5' DIAMETER MANHOLE	$ 12,750.00	EA.	6	$ 76,500.00
5' DIAMETER DROP MANHOLE	$ 15,750.00	EA.	3	$ 47,250.00
8" PLUG FOR FUTURE CONNECTION	$ 75.00	EA.	6	$ 450.00
REMOVE PLUG & CONNECT TO EXISTING 8" PVC	$ 550.00	EA.	5	$ 2,750.00
4" SERVICE LINES	$ 318.00	EA.	318	$ 101,124.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 168.00	L.F.	113	$ 18,984.00
TRENCH SAFETY	$ 0.10	L.F.	12,713	$ 1,271.26
TESTING & T.V. INSPECTION	$ 1.75	L.F.	12,713	$ 22,247.05
MAINTENANCE BOND	$ 73,450.00	%	18%	$ 12,970.47
ENGINEERING, PLATTING & STAKING (10%)				$ 100,877.15
MISCELLANEOUS ITEMS (2.5%)				$ 25,219.29
TOTAL				**$1,134,867.94**

SANITARY SEWER (MAJOR)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
8" P.V.C. SEWER (SDR-35)	$ 40.40	L.F.	1,893	$ 76,477.20
8" P.V.C. PIPE (SDR-26)	$ 65.70	L.F.	496	$ 32,613.48
4' DIAMETER MANHOLE	$ 6,725.00	EA.	6	$ 40,350.00
5' DIAMETER MANHOLE	$ 12,750.00	EA.	1	$ 12,750.00
5' DIAMETER DROP MANHOLE	$ 15,750.00	EA.	1	$ 15,750.00
5' MANHOLE OVER 21" MAIN	$ 19,400.00	EA.	1	$ 19,400.00
8" PLUG FOR FUTURE CONNECTION	$ 75.00	EA.	1	$ 75.00
SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS)	$ 168.00	L.F.	265	$ 44,520.00
TRENCH SAFETY	$ 0.10	L.F.	2,389	$ 238.94
TESTING & T.V. INSPECTION	$ 1.75	L.F.	2,389	$ 4,181.45
MAINTENANCE BOND	$ 73,450.00	%	4%	$ 3,208.83
ENGINEERING, PLATTING & STAKING (10%)				$ 24,956.49
MISCELLANEOUS ITEMS (2.5%)				$ 6,239.12
TOTAL				**$280,760.51**

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

STORM SEWER (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe)*	$ 71.00	L.F.	1,390	$ 98,706.33
21" R.C.P.	$ 78.08	L.F.	648	$ 50,570.85
24" R.C.P.	$ 88.50	L.F.	1,075	$ 95,137.50
27" R.C.P.	$ 103.00	L.F.	520	$ 53,592.96
30" R.C.P.	$ 113.00	L.F.	810	$ 91,484.80
36" R.C.P.	$ 145.00	L.F.	839	$ 121,653.55
18" SLOPED END HEADWALL (4:1 NO BARS)	$ 5,700.00	EA.	1	$ 5,700.00
21" SLOPED END HEADWALL	$ 5,800.00	EA	1	$ 5,800.00
10' CURB INLET	$ 7,500.00	EA.	43	$ 322,500.00
10' CURB INLET W/DEBRIS SEPARATOR	$ 15,825.00	EA.	1	$ 15,825.00
2'X2' DROP INLET W/ APRON	$ 5,550.00	EA.	1	$ 5,550.00
4' X 4' JUNCTION BOX	$ 7,200.00	EA	10	$ 72,000.00
5' X 5' JUNCTION BOX	$ 8,500.00	EA	3	$ 25,500.00
8' X 8' JUNCTION BOX	$ 25,650.00	EA.	3	$ 76,950.00
CONNECT TO EXISTING PIPE	$ 725.00	EA.	5	$ 3,625.00
END & PLUG	$ 85.00	EA.	5	$ 425.00
TRENCH SAFETY	$ 0.10	L.F.	5,282	$ 528.18
TV INSPECTION	$ 2.25	L.F.	5,282	$ 11,884.10
MAINTENANCE BOND	$ 73,450.00	%	19%	$ 13,773.24
ENGINEERING, PLATTING & STAKING (10%)				$ 107,120.65
MISCELLANEOUS ITEMS (2.5%)				$ 26,780.16
TOTAL				**$ 1,205,107.33**

STORM SEWER (MAJOR IMPROVEMENTS)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
18" R.C.P. *(Reinforced Concrete Pipe) (RUBBER GASKET)*	$ 71.00	L.F.	1,049	$ 74,462.67
18" R.C.P. (RUBBER GASKET)	$ 83.00	LF	474	$ 39,342.00
21" R.C.P.	$ 78.08	LF	88	$ 6,896.03
21" R.C.P. (RUBBER GASKET)	$ 101.00	LF	39	$ 3,939.00
27" R.C.P.	$ 103.00	L.F.	293	$ 30,146.04
27" R.C.P. (RUBBER GASKET)	$ 129.00	L.F.	100	$ 12,900.00
30" R.C.P.	$ 113.00	L.F.	202	$ 22,871.20
36" R.C.P.	$ 145.00	L.F.	744	$ 107,881.45
4' X 4' R.C.B.	$ 353.00	L.F.	76	$ 26,828.00
5' X 2' R.C.B	$ 361.00	L.F.	20	$ 7,220.00
5' X 3' R.C.B (RUBBER GASKET)	$ 398.00	L.F.	236	$ 93,928.00
6' X 4' R.C.B	$ 521.00	L.F.	532	$ 277,172.00
6' X 4' R.C.B (RUBBER GASKET)	$ 531.00	L.F.	462	$ 245,322.00
6' X 5' R.C.B.	$ 597.00	L.F.	91	$ 54,327.00
6' X 6' R.C.B (RUBBER GASKET)	$ 636.00	L.F.	70	$ 44,520.00
10' CURB INLET	$ 7,500.00	EA.	20	$ 150,000.00
10' REC. CURB INLET RTL YORKSHIRE	$ 7,800.00	EA.	1	$ 7,800.00
10' CURB INLET W/DEBRIS SEPARATOR	$ 15,825.00	EA.	5	$ 79,125.00
4' X 4' JUNCTION BOX	$ 7,200.00	EA.	1	$ 7,200.00
5' X 5' JUNCTION BOX	$ 8,500.00	EA.	1	$ 8,500.00
3' MANHOLE RISER ON BOX	$ 5,700.00	EA.	1	$ 5,700.00
DEBRIS SEPARATOR	$ 46,300.00	EA.	5	$ 231,500.00
18" SLOPED END HEADWALL	$ 3,500.00	EA.	1	$ 3,500.00
27" TXDOT SETP-PD HEADWALL	$ 6,000.00	EA.	1	$ 6,000.00
4' X 4' TXDOT SETB-PD HEADWALL	$ 9,000.00	EA.	1	$ 9,000.00
6' X 4' TXDOT SETB-PD HEADWALL	$ 12,400.00	EA.	1	$ 12,400.00
6' X 5' TXDOT SETB-PD HEADWALL	$ 12,950.00	EA.	1	$ 12,950.00
6' X 6' TXDOT SETB-PD HEADWALL	$ 13,550.00	EA.	1	$ 13,550.00
5'X2' WEIR STRUCTURE W/ GRATE	$ 10,100.00	EA.	1	$ 10,100.00
18"X18" WEIR STRUCTURE W/ GRATE POND	$ 6,250.00	EA.	1	$ 6,250.00
12" THICK GABION BASKET	$ 399.00	SY.	11	$ 4,389.00
6'X6' POND RISER STRUCTURE W/ GRATE	$ 12,500.00	EA.	1	$ 12,500.00
TRENCH SAFETY	$ 0.10	L.F.	4,476	$ 447.62
TV INSPECTION	$ 2.25	L.F.	4,476	$ 10,071.41
MAINTENANCE BOND	$ 73,450.00	%	29%	$ 21,344.84
ENGINEERING, PLATTING & STAKING (10%)				$ 166,008.32
MISCELLANEOUS ITEMS (2.5%)				$ 41,502.08

Opinion of Probable Cost

CAMBRIDGE CROSSING PHASE FOUR DIRECT & MI DETAIL

OVERALL COST OPINION BY TRACT

Construction Documents: 08/23/2023

Total Lots: 289 *Total Acres: 79.9*

Prepared: 1/3/2025 *Revised:*

TOTAL	**$1,867,593.65**

PAVING (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 52.50	S.Y.	38,213	$ 2,006,182.50
6" LIME TREATED SUBGRADE	$ 3.80	S.Y.	43,187	$ 164,110.60
HYDRATED LIME (36 LBS/SY)	$ 335.00	TON	783	$ 262,305.00
INSTALL ROAD BARRICADE	$ 1,600.00	EA.	3	$ 4,800.00
5' SIDEWALK	$ 7.75	S.F.	93,018	$ 720,889.50
6' SIDEWALK	$ 7.75	S.F.	13,191	$ 102,230.25
BARRIER FREE RAMPS	$ 3,000.00	EA.	12	$ 36,000.00
STREET NAME BLADE (BRANDON INDUSTRIES)	$ 1,450.00	EA.	44	$ 63,800.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 430.00	EA.	15	$ 6,450.00
NO OUTLET SIGN ON DECORATIVE POST	$ 2,300.00	EA.	2	$ 4,600.00
MAINTENANCE BOND	$ 26,500.00	%	69%	$ 18,176.12
ENGINEERING, PLATTING & STAKING (10%)				$ 338,954.40
MISCELLANEOUS ITEMS (2.5%)				$ 84,738.60
TOTAL				**$3,813,236.97**

PAVING (MAJOR IMPROVEMENT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
6" REINF. CONCRETE STREET PAVEMENT (29 B-B)	$ 52.50	S.Y.	13,049	$ 685,073.00
9" REINF. CONCRETE STREET PAVEMENT DECEL LANE	$ 92.80	S.Y.	372	$ 34,522.00
6" LIME TREATED SUBGRADE	$ 3.80	SY.	14,765	$ 56,107.00
8" LIME TREATED SUBGRADE DECEL LANE	$ 454.00	SY.	5.75	$ 2,610.50
HYDRATED LIME (36 LBS/SY)	$ 335.00	TN.	268	$ 89,780.00
CONCRETE STREET HEADER	$ 20.00	LF.	29	$ 580.00
INSTALL ROAD BARRICADE	$ 1,600.00	EA.	1	$ 1,600.00
REMOVE ROAD BARRICADE & CONN TO EXISTING	$ 300.00	EA.	1	$ 300.00
6' SIDEWALK	$ 7.75	SF.	33,668	$ 260,927.00
8' TRAIL	$ 10.50	S.F.	14,022	$ 147,231.00
LAYDOWN MEDIAN NOSE w/STAMPED CONCRETE	$ 315.00	S.Y.	240	$ 75,600.00
BARRIER FREE RAMPS	$ 3,000.00	EA.	26	$ 78,000.00
SAWCUT & DISPOSE OF CONCRETE CURB & GUTTER	$ 25.00	L.F.	467	$ 11,675.00
PAVEMENT MARKINGS DECEL LANE	$ 4,500.00	L.S.	1	$ 4,500.00
6" 4000 PSI STAMPED/STAINED CONCRETE STREET PAVEMENT	$ 315.00	SY.	235	$ 74,025.00
STREET NAME BLADES (BRANDON INDUSTRIES)	$ 1,450.00	EA.	4	$ 5,800.00
STOP SIGN AND POLE (BRANDON INDUSTRIES)	$ 430.00	EA.	2	$ 860.00
EXCAVATION/EMBANKMENT - DECEL LANE	$ 5,750.00	L.S.	1	$ 5,750.00
TRAFFIC CONTROL	$ 9,000.00	L.S.	1	$ 9,000.00
MAINTENANCE BOND	$ 26,500.00	%	31%	$ 8,323.88
ENGINEERING, PLATTING & STAKING (10%)				$ 155,226.44
MISCELLANEOUS ITEMS (2.5%)				$ 38,806.61
TOTAL				**$1,746,297.42**

CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT)	UNIT COST ($)	UNIT (-)	QTY (± #)	TOTAL ($)
PLATTING FEE	$ 1,500.00	L.S.	1	$ 1,500.00
ENGINEERING REVIEW FEE	$ 10,000.00	L.S.	1	$ 10,000.00
INSPECTION FEE (4%) - DI	$ 7,658,998	%	4%	$ 306,359.90
INSPECTION FEE (4%) - MI	$ 4,327,137	%	4%	$ 173,085.49
GEO-TECHNICAL REPORT	$ 10,000.00	L.S.	1	$ 10,000.00
MATERIAL TESTING - DI	$ 95,222.00	%	61%	$ 58,104.91
MATERIAL TESTING - MI	$ 95,222.00	%	39%	$ 37,117.09
CONSTRUCTION MANAGEMENT FEE (2%) - DI	$ 7,658,998	%	4%	$ 306,359.90
CONSTRUCTION MANAGEMENT FEE (2%) - MI	$ 4,327,137	%	4%	$ 173,085.49
SWPPP ADMINISTRATION	$ 5,000.00	L.S.	1	$ 5,000.00
PRINTS & COURIER SERVICE	$ 5,000.00	L.S.	1	$ 5,000.00
TOTAL				**$1,085,612.78**

APPENDIX C-1
PHASE #2 LEGAL DESCRIPTION

Phase #2

LEGAL DESCRIPTION
46.878 ACRES

TRACT ONE

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 1, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped "DAA" found in the north line of Punk Carter, a variable width right-of-way, and the common southeast corner of said Tract 1, and the southwest corner of that tract of land conveyed in Deed to Celina Station LP, and Paramount Soft LP, according to the document of record filed in Document Number 20201216002261440, Official Public Records, Collin County, Texas;

THENCE With said north line, the following courses and distances:

N 89° 59' 51" W, a distance of 836.68 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 86° 11' 01" W, a distance of 150.33 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 89° 59' 51" W, a distance of 200.00 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the south end of a corner clip;

THENCE N 45° 38' 00" W, with said corner clip, a distance of 35.75 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the north end of said corner clip, said being in the east line of Huddleston Drive, a 90' right-of-way, at the beginning of a curve to the left having a central angle of 10° 07' 55", a radius of 1,495.00 feet and a chord bearing and distance of N 06° 48' 51" W, 264.02 feet;

THENCE With the east line of Huddleston Drive, a 90' right-of-way, the following courses and distances:

With said curve to the left, an arc distance of 264.37 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the right having a central angle of 41° 55' 46", a radius of 547.00 feet and a chord bearing and distance of N 09° 05' 04" E, 391.42 feet;

With said curve to the right, an arc distance of 400.30 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found;

N 30° 02' 57" E, a distance of 918.01 feet to a 1/2" iron rod with a yellow cap stamped "DAA" found at the beginning of a curve to the left having a central angle of 03° 31' 19", a radius of 1,045.00 feet and a chord bearing and distance of N 28° 17' 18" E, 64.23 feet;

With said curve to the left, an arc distance of 64.24 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in said east line, for the common northwest corner of the above mentioned Tollway/Outer Loop, L.P. tract, and the southwest corner of that tract of land described as Commercial Parcel 7, conveyed in Deed to Tollway/Outer Loop Commercial, L.P., according to the document of record filed in Document Number 20180524000635960, Official Public Records, Collin County, Texas;

THENCE Leaving the east line of Huddleston Drive, a 90’ right-of-way, and with the north line of said Tract 1, the following courses and distances:

S 84° 13' 10" E, a distance of 55.87 feet to a 1/2" iron rod set;

S 59° 57' 03" E, a distance of 132.42 feet to a 1/2" iron rod set;

N 89° 46' 31" E, a distance of 502.08 feet to a 1/2" iron rod set in the west line of the above mentioned Celina Station LP, and Paramount Soft LP tract, for the common northeast corner of said Tract 1, and the southeast corner of said Commercial Parcel 7;

THENCE S 00° 45' 23" E, with said west line, a distance of 1,465.06 feet to the **POINT OF BEGINNING**, and containing 36.245 acres of land, more or less.

TRACT TWO

BEING a tract of land situated in the I.C. WILLIAMSON SURVEY, ABSTRACT NO. 943, City of Celina, Collin County, Texas, and being part of that tract of land described as Tract 2, as conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being part of that tract of land described as Right-Of-Way #1 as conveyed in Street Right-Of-Way Deed to City of Celina, Texas, according to the document of record filed in Document Number 20180830001092870, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow cap stamped “DAA” found in the south line of that tract of land described as Tract V as conveyed in Deed to G Bar 7, LTD., according to the document of record filed in Volume 5850, Page 999, Official Public Records, Collin County, Texas, for the northeast corner of Lot 1, Block K, CAMBRIDGE CROSSING PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20200212010000590, Official Public Records, Collin County, Texas;

THENCE N 89° 38' 12" E, with the south line of said Tract V, a distance of 674.42 feet to a 1/2" iron rod found in the west line of that tract of land conveyed in Deed to Stiles Family Limited Partnership, according to the document of record filed in Document Number 97-0009838, Official Public Records, Collin County, Texas, for the common northeast corner of said Right-Of-Way #1 and the southeast corner of said Tract V;

THENCE S 00° 14' 13" E, with a common east line of said Right-Of-Way #1 and the west line of said Stiles

Family Limited Partnership tract, a distance of 650.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the most easterly northeast corner of said Addition;

THENCE S 89° 38' 12" W, with the north line of Block J of said Addition, a distance of 484.27 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 1, Block J, of said Addition;

THENCE S 76° 41' 02" W, a distance of 50.02 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the northwest corner of Lot 23, Block I, of said Addition;

THENCE S 57° 34' 12" W, with the north line of said Lot 23, a distance of 120.17 feet to a 1/2" iron rod with a yellow cap stamped “DAA” found for the most easterly southeast corner of Lot 26, Block I, of said Addition;

THENCE N 33° 37' 42" W, leaving the north line of said Lot 23 and with the east line of said Lot 26, a distance of 144.26 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Coventry Drive, a 50’ right-of-way, for the north corner of said Lot 26, said being at the beginning of a non-tangent curve to the right, having a central angle of 05° 45' 28", a radius of 515.00 feet and a chord bearing and distance of N 59° 15' 02" E, 51.73 feet;

THENCE With the south line of said Coventry Drive and said curve to the right, an arc distance of 51.75 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found;

THENCE N 27° 52' 14" W, a distance of 50.00 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of Lot 9, Block K of said Addition;

THENCE N 27° 02' 29" W, with the east line of said Lot 9, a distance of 46.67 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for an interior ell corner of said Lot 9;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 371.95 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found in the south line of Lot 2, Block K of said Addition, for the northeast corner of Lot 3, Block K of said Addition;

THENCE N 89° 14' 19" E, with the south line of said Lot 2, a distance of 43.83 feet to a 1/2” iron rod with a yellow cap stamped “DAA” found for the southeast corner of said Lot 2;

THENCE N 00° 45' 41" W, with the east line of Block K of said Addition, a distance of 119.92 feet to the **POINT OF BEGINNING**, and containing 10.633 acres of land, more or less.

APPENDIX C-2
PHASE #3 LEGAL DESCRIPTION

LEGAL DESCRIPTION

70.971 ACRES

TRACT 1

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, and the T. STATEN SURVEY, ABSTRACT NO. 806, Collin County, Texas, and being part of that tract of land conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927480, Official Public Records, Collin County, Texas, and being part of that tract of land conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being part of that tract of land described as Right-of-Way #2, as conveyed in Deed to City of Celina, Texas, according to the document of record filed in Document Number 20180830001092870, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow cap stamped “DAA” found in the north line of PUNK CARTER PARKWAY, a Platted variable width right-of-way, according to the Plat of record filed in Document Number 20200212010000580, Official Public Records, Collin County, Texas, for the south end of a corner clip;

THENCE With said north line, the following courses and distances:

S 89° 43' 04" W, a distance of 150.00 feet to a 1/2" iron rod with yellow cap stamped “DAA” found;

S 85° 54' 13" W, a distance of 150.33 feet to a 1/2" iron rod with yellow cap stamped “DAA” found;

S 89° 43' 04" W, a distance of 638.26 feet to a 1/2" iron rod set;

THENCE Leaving said north line, over and across said Tollway/Outer Loop, L.P. tract, (Document Number 20140827000927480), and said Right-of-Way #2 tract and said Tollway/Outer Loop, L.P. tract, (Document Number 20140827000927470), the following courses and distances:

N 00° 16' 56" W, a distance of 1,158.02 feet to a 1/2" iron rod set;

N 08° 21' 14" E, a distance of 63.00 feet to a 1/2" iron rod set at the beginning of a curve to the right having a central angle of 01° 00' 04", a radius of 625.00 feet and a chord bearing and distance of S 81° 08' 44" E, 10.92 feet;

With said curve to the right, an arc distance of 10.92 feet to a 1/2" iron rod set;

N 17° 07' 54" E, a distance of 218.44 feet to a 1/2" iron rod set;

N 30° 12' 20" E, a distance of 797.85 feet to a 1/2" iron rod set;

N 59° 47' 40" W, a distance of 19.38 feet to a 1/2" iron rod set;

N 30° 12' 20" E, a distance of 218.95 feet to a 1/2" iron rod set in the south line of that tract of land conveyed in Deed to Collin County, Texas, according to the document of record filed in Document

Number 20160930001319650, Official Public Records, Collin County, Texas, and being at the beginning of a non-tangent curve to the left having a central angle of 06° 00' 28", a radius of 3,450.00 feet and a chord bearing and distance of S 65° 18' 02" E, 361.58 feet;

THENCE With the south line of said Collin County, Texas tract and said curve to the left, an arc distance of 361.74 feet to a 1/2" iron rod set for the northwest corner of that tract of land described as Parcel 6, as conveyed in Deed to Tollway/Outer Loop Commercial, L.P., according to the document of record filed in Document Number 20180524000635960, Official Public Records, Collin County, Texas;

THENCE With the west line of said Parcel 6, the following courses and distances:

S 30° 12' 20" W, a distance of 212.02 feet to a 1/2" iron rod set;

S 56° 24' 40" W, a distance of 66.87 feet to a 1/2" iron rod set;

S 30° 12' 20" W, a distance of 305.10 feet to a 1/2" iron rod set for a common interior ell corner of said Tollway/Outer Loop, L.P. tract, (Document Number 20140827000927480), and the southwest corner of said Parcel 6;

THENCE With the south line of said Parcel 6, the following courses and distances:

S 73° 31' 00" E, a distance of 92.50 feet to a 1/2" iron rod set;

S 84° 54' 46" E, a distance of 65.83 feet to a 1/2" iron rod set;

N 84° 25' 34" E, a distance of 65.77 feet to a 1/2" iron rod set;

N 79° 08' 53" E, a distance of 70.87 feet to a 1/2" iron rod set;

N 87° 16' 52" E, a distance of 85.66 feet to a 1/2" iron rod set;

S 86° 20' 02" E, a distance of 85.64 feet to a 1/2" iron rod set;

S 76° 57' 53" E, a distance of 85.56 feet to a 1/2" iron rod set;

S 71° 27' 10" E, a distance of 284.63 feet to a 1/2" iron rod set;

S 84° 13' 10" E, a distance of 77.68 feet to a 1/2" iron rod set in the west line of Huddleston Drive, a 90’ right-of-way, dedicated by CAMBRIDGE CROSSING PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20200212010000590, Official Public Records, Collin County, Texas, for the southeast corner of said Parcel 6, and being at the beginning of a non-tangent curve to the right having a central angle of 01° 27' 44", a radius of 955.00 feet and a chord bearing and distance of S 29° 19' 05" W, 24.37 feet;

THENCE With the west line of said Huddleston Drive, the following courses and distances:

With said curve to the right, an arc distance of 24.37 feet to a 1/2" iron rod with yellow cap stamped “DAA” found;

S 30° 02' 57" W, a distance of 918.01 feet to a 1/2" iron rod with yellow cap stamped “DAA” found at the beginning of a curve to the left having a central angle of 41° 55' 46", a radius of 637.00 feet and a chord bearing and distance of S 09° 05' 04" W, 455.83 feet;

With said curve to the left, an arc distance of 466.16 feet to a 1/2" iron rod with yellow cap stamped “DAA” found at the beginning of a reverse curve to the right having a central angle of 10° 01' 31", a radius of 1,405.00 feet and a chord bearing and distance of S 06° 52' 03" E, 245.52 feet;

With said curve to the right having an arc distance of 245.84 feet to a 1/2" iron rod with yellow cap stamped “DAA” found for the north end of the above mentioned corner clip;

S 44° 11' 11" W, with said corner clip, a distance of 35.03 feet to the **POINT OF BEGINNING**, and containing 46.409 acres of land, more or less.

TRACT 2

BEING a tract of land situated in the RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, and the F.D. GARY SURVEY, ABSTRACT NO. 360, Collin County, Texas, and being part of that tract of land conveyed in Deed to Tollway/Outer Loop, L.P., according to the document of record filed in Document Number 20140827000927470, Official Public Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with yellow cap stamped “DAA” found in the east line of that tract of land conveyed in Deed to Planetial, LP, according to the document of record filed in Document Number 20091016001276920, Official Public Records, Collin County, Texas, for the southwest corner of Lot 33, Block A, CAMBRIDGE CROSSING PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20200212010000590, Official Public Records, Collin County, Texas;

THENCE N 89° 23' 58" E, a distance of 119.86 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the west line of Halkin Road, a 50’ right-of-way, for the southeast corner of said Lot 33;

THENCE S 00° 36' 02" E, with said west line, a distance of 103.84 feet to a 1/2" iron rod with yellow cap stamped “DAA” found for an interior ell corner of said Tollway/Outer Loop, L.P. tract;

THENCE N 89° 23' 58" E, passing at a distance of 50.00 feet, a 1/2” iron rod with yellow cap stamped “DAA” found for the southwest corner of Lot 1, Block D of said Addition, and continuing in all with the south line of said Block D, a total distance of 1,124.50 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the west line of Lot 23, Block D, for the southeast corner of Lot 21, Block D;

THENCE With the west line of said Block D, the following courses and distances:

S 00° 36' 02" E, a distance of 250.00 feet to a 1/2" iron rod with yellow cap stamped “DAA” found for the common corner of Lot 27, and Lot 28;

S 15° 51' 54" W, a distance of 56.05 feet to a 1/2" iron rod with yellow cap stamped “DAA” found for the common corner of Lot 28, and Lot 29;

S 21° 57' 09" W, a distance of 205.31 feet to a 1/2" iron rod with yellow cap stamped “DAA” found for the southwest corner of Lot 31;

THENCE S 80° 21' 14" E, with the south line of said Lot 31, a distance of 134.69 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the west line of Adleigh Road, a 50’ right-of-way, for the southeast corner of said Lot 31, and being at the beginning of a non-tangent curve to the right having a central angle of 08° 59' 43", a radius of 375.00 feet and a chord bearing and distance of S 44° 55' 16" W, 58.81 feet;

THENCE With the west line of said Adleigh Road, the following courses and distances:

With said curve to the right, an arc distance of 58.87 feet to a 1/2" iron rod with yellow cap stamped “DAA” found at the beginning of a compound curve to the right having a central angle of 44° 21' 32", a radius of 125.00 feet and a chord bearing and distance of S 71° 35' 54" W, 94.38 feet;

With said curve to the right, an arc distance of 96.78 feet to a 1/2" iron rod with yellow cap stamped “DAA” found;

THENCE S 03° 46' 40" W, a distance of 50.00 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the south line of said Adleigh Road;

THENCE S 86° 48' 03" E, with said south line, a distance of 3.53 feet to a 1/2" iron rod with yellow cap stamped “DAA” found at the north end of a corner clip;

THENCE S 50° 17' 38" E, with said corner clip, a distance of 15.60 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the west line of Cambridge Crossing, a variable width right-of-way, for the south end of said corner clip, and being at the beginning of a non-tangent curve to the right having a central angle of 19° 10' 11", a radius of 560.00 feet and a chord bearing and distance of S 01° 28' 51" E, 186.49 feet;

THENCE With the west line of said Cambridge Crossing and said curve to the right, an arc distance of 187.36 feet to a 1/2" iron rod with yellow cap stamped “DAA” found in the north line of that tract of land conveyed in Deed to Collin County, Texas, according to the document of record filed in Document Number 20160930001319650, Official Public Records, Collin County, Texas, and being at the beginning of a non-tangent curve to the left having a central angle of 21° 25' 11", a radius of 4,000.00 feet and a chord bearing and distance of N 89° 39' 21" W, 1,486.68 feet;

THENCE With the north line of said Collin County, Texas tract, and said curve to the left, an arc distance of 1,495.37 feet to a 1/2" iron rod set;

THENCE S 79° 38' 04" W, continuing with the north line of said Collin County, Texas tract, a distance of 130.54 feet to a 1/2" iron rod set for the southeast corner of that tract of land described as Commercial Parcel 1 as conveyed in Deed to Tollway/Outer Loop Commercial, L.P., according to the document of record filed in Document Number 20180524000635960, Official Public Records, Collin County, Texas;

THENCE N 18° 33' 46" E, with the east line of said Commercial Parcel 1, a distance of 379.70 feet to a 1/2” iron rod set in the south line of the above mentioned Planetial, LP tract, for the northeast corner of said Commercial Parcel 1;

THENCE N 89° 24' 25" E, with the south line of said Planetial, LP tract, a distance of 325.42 feet to a 5/8” iron rod with yellow cap found for a common interior ell corner of the above mentioned Tollway/Outer Loop, L.P. tract, and the southeast corner of said Planetial, LP tract;

THENCE N 00° 35' 12" W, with the east line of said Planetial, LP tract, a distance of 576.89 feet to the **POINT OF BEGINNING**, and containing 24.562 acres of land, more or less.

APPENDIX C-3
PHASE #4 LEGAL DESCRIPTION

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

WHERE AS TOLLWAY/OUTERLOOP, LP, AND THE CITY OF CELINA ARE THE OWNERS OF A TRACT OF LAND, SITUATED IN THE RICHARD ALDERSON SURVEY, ABSTRACT NO. 7, CITY OF CELINA, COLLIN COUNTY, TEXAS, AND BEING A PORTION OF A CALLED 114.103 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TOLLWAY/OUTER LOOP, LP, ACCORDING TO THE DOCUMENT RECORDED IN DOCUMENT NO. 20140827000927480 OF THE OFFICIAL PUBLIC RECORDS OF COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), ALSO BEING A PORTION OF A CALLED 525.531 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TOLLWAY/OUTER LOOP, LP, ACCORDING TO THE DOCUMENT RECORDED IN DOCUMENT NO. 20140827000927470 (O.P.R.C.C.T.), AND ALSO BEING A PORTION OF A TRACT OF LAND DESCRIBED AS RIGHT OF WAY#2 IN A DEED TO THE CITY OF CELINA ACCORDING TO THE DOCUMENT RECORDED IN DOCUMENT NUMBER 2018830001092870 (O.P.R.C.C.T.), AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED “RPLS 5664” FOUND FOR THE SOUTHWEST CORNER OF CAMBRIDGE CROSSING, PHASE THREE, AN ADDITION TO THE CITY OF CELINA, ACCORDING TO THE PLAT FILED OF RECORD IN INSTRUMENT NO. 2023-195 OF THE PLAT RECORDS OF COLLIN COUNTY, TEXAS (P.R.C.C.T.), SAME BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PUNK CARTER PARKWAY, A VARIABLE WIDTH RIGHT-OF-WAY, ACCORDING TO THE PLAT FILED OF RECORD IN DOCUMENT NO. 20200212010000580 (P.R.C.C.T.), SAME ALSO BEING A POINT ON THE SOUTH LINE OF SAID 114.103 ACRE TRACT ;

THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID PUNK CARTER PARKWAY, THE FOLLOWING COURSES AND DISTANCES:

S 89°43'04" W, A DISTANCE OF 1,199.51 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE-DAWSON”, BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 680.00 FEET, A CENTRAL ANGLE OF 35°58'29", A CHORD BEARING AND DISTANCE OF N 72°17'42" W - 419.98 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 426.96 FEET TO SET A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE-DAWSON”;

THENCE N 54°18'27" W, A DISTANCE OF 211.75 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON;

THENCE LEAVING AFORESAID LINE, OVER AND ACROSS SAID 525.531 ACRE TRACT , SAID RIGHT-OF-WAY #2 TRACT AND SAID 114.103 ACRE TRACT THE FOLLOWING COURSES:

N 80°41'33" E, A DISTANCE OF 35.36 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 35°41'33" E, A DISTANCE OF 40.11 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 38°47'47", A CHORD BEARING AND DISTANCE OF N 16°17'39" E - 33.21 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 33.86 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 35°41'33" E, A DISTANCE OF 151.36 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 244.00 FEET, A CENTRAL ANGLE OF 34°27'09", A CHORD BEARING AND DISTANCE OF N 18°27'58" E - 144.52 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 146.72 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 286.00 FEET, A CENTRAL ANGLE OF 31°06'41", A CHORD BEARING AND DISTANCE OF N 17°11'29" E - 153.40 FEET;

WITH SAID REVERSE CURVE, AN ARC LENGTH OF 153.40 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 32°44'45" E, A DISTANCE OF 187.28 FEET TO SET A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 17°29'25" W, A DISTANCE OF 38.38 FEET TO A SET 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 425.00 FEET, A CENTRAL ANGLE OF 03°26'17", A CHORD BEARING AND DISTANCE OF N 63°59'05" W - 25.50 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 25.50 FEET TO SET A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 62°15'56" W, A DISTANCE OF 110.14 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 435.00 FEET, A CENTRAL ANGLE OF 68°08'29", A CHORD BEARING AND DISTANCE OF N 28°03'26" W - 487.39 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 517.34 FEET TO A SET 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 447.91 FEET, A CENTRAL ANGLE OF 18°49'43", A CHORD BEARING AND DISTANCE OF N 15°18'38" E - 146.53 FEET;

ALONG SAID CURVE TO THE RIGHT, AN ARC LENGTH OF 147.19 FEET TO SET A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 25°22'48" E, A DISTANCE OF 416.12 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”,

N 24°35'00" E, A DISTANCE OF 2.75 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 578.11 FEET, A CENTRAL ANGLE OF 09°51'15", A CHORD BEARING AND DISTANCE OF N 19°38'34" E - 99.31 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 99.43 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON” BEING THE BEGINNING OF A COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 578.11 FEET, A CENTRAL ANGLE OF 00°02'49", A CHORD BEARING AND DISTANCE OF N 14°37'21" E - 0.47 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 0.47 FEET TO SET A 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 14°37'12" E, A DISTANCE OF 177.11 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, FOR THE NORTHWEST CORNER OF THIS TRACT;

S 74°49'35" E, A DISTANCE OF 308.53 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 72°23'23" E, A DISTANCE OF 125.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 69°38'59" E, A DISTANCE OF 125.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 66°46'52" E, A DISTANCE OF 125.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 63°54'46" E, A DISTANCE OF 125.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 61°06'51" E, A DISTANCE OF 125.55 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 58°58'36" E, A DISTANCE OF 217.44 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 131.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 58°58'36" W, A DISTANCE OF 6.37 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 58°58'36" E, A DISTANCE OF 4.50 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 76°01'24" E, A DISTANCE OF 14.14 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 64.07 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 15°50'54", A CHORD BEARING AND DISTANCE OF N 23°05'57" E - 34.47 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 34.58 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”, BEING THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 15°50'54", A CHORD BEARING AND DISTANCE OF N 23°05'57" E - 48.25 FEET;

WITH SAID REVERSE CURVE, AN ARC LENGTH OF 48.41 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 85.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 13°58'36" W, A DISTANCE OF 14.14 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 58°58'36" W, A DISTANCE OF 4.50 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 50.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 58°58'36" E, A DISTANCE OF 30.30 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

N 31°01'24" E, A DISTANCE OF 120.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 58°58'36" E, A DISTANCE OF 461.51 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 30°12'20" W, A DISTANCE OF 139.83 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

S 59°47'40" E, A DISTANCE OF 120.00 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON” BEING THE WEST LINE OF SAID CAMBRIDGE CROSS, PHASE THREE;

THENCE ALONG THE WEST LINE OF SAID PHASE THREE AND THE EAST LINE OF SAID 114.103 ACRE TRACT THE FOLLOWING COURSES:

S 30°12'20" W, A DISTANCE OF 482.58 FEET TO A SET 1/2" IRON ROD WITH A YELLOW PLASTIC CAP STAMPED “PAPE DAWSON”;

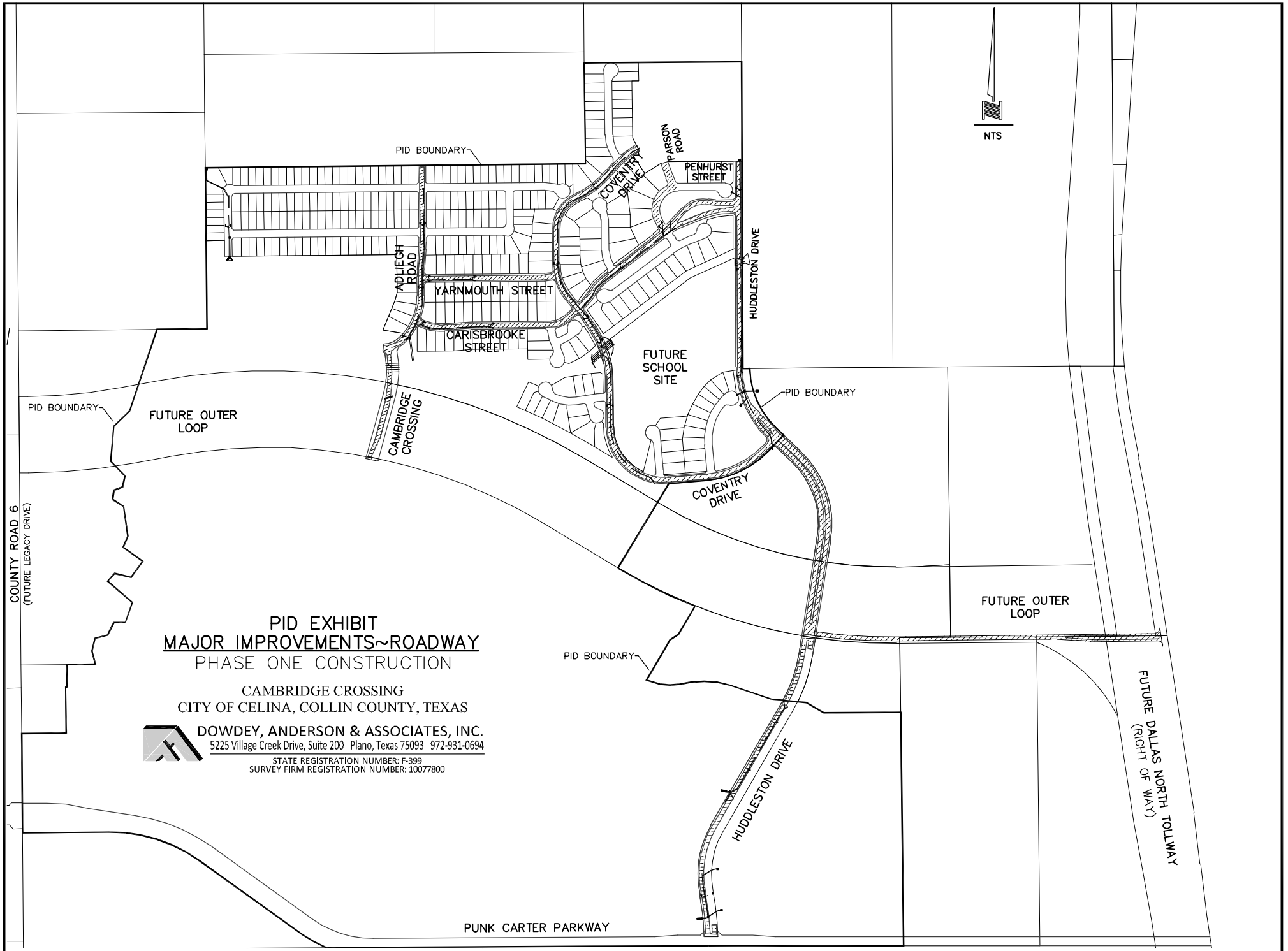
S 17°07'54" W, A DISTANCE OF 218.44 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED “RPLS 5664”, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 01°00'04", A CHORD BEARING AND DISTANCE OF N 81°08'44" W - 10.92 FEET;

ALONG SAID CURVE TO THE LEFT, AN ARC LENGTH OF 10.92 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED “RPLS 5664”;

S 08°21'14" W, A DISTANCE OF 63.00 FEET TO A FOUND1/2" IRON ROD WITH CAP STAMPED “RPLS 5664”;

S 00°16'56" E, A DISTANCE OF 1,158.02 FEET TO THE **POINT OF BEGINNING**, AND **CONTAINING** 79.906 ACRES OR 3,480,719 SQUARE FEET OF LAND MORE OR LESS,

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

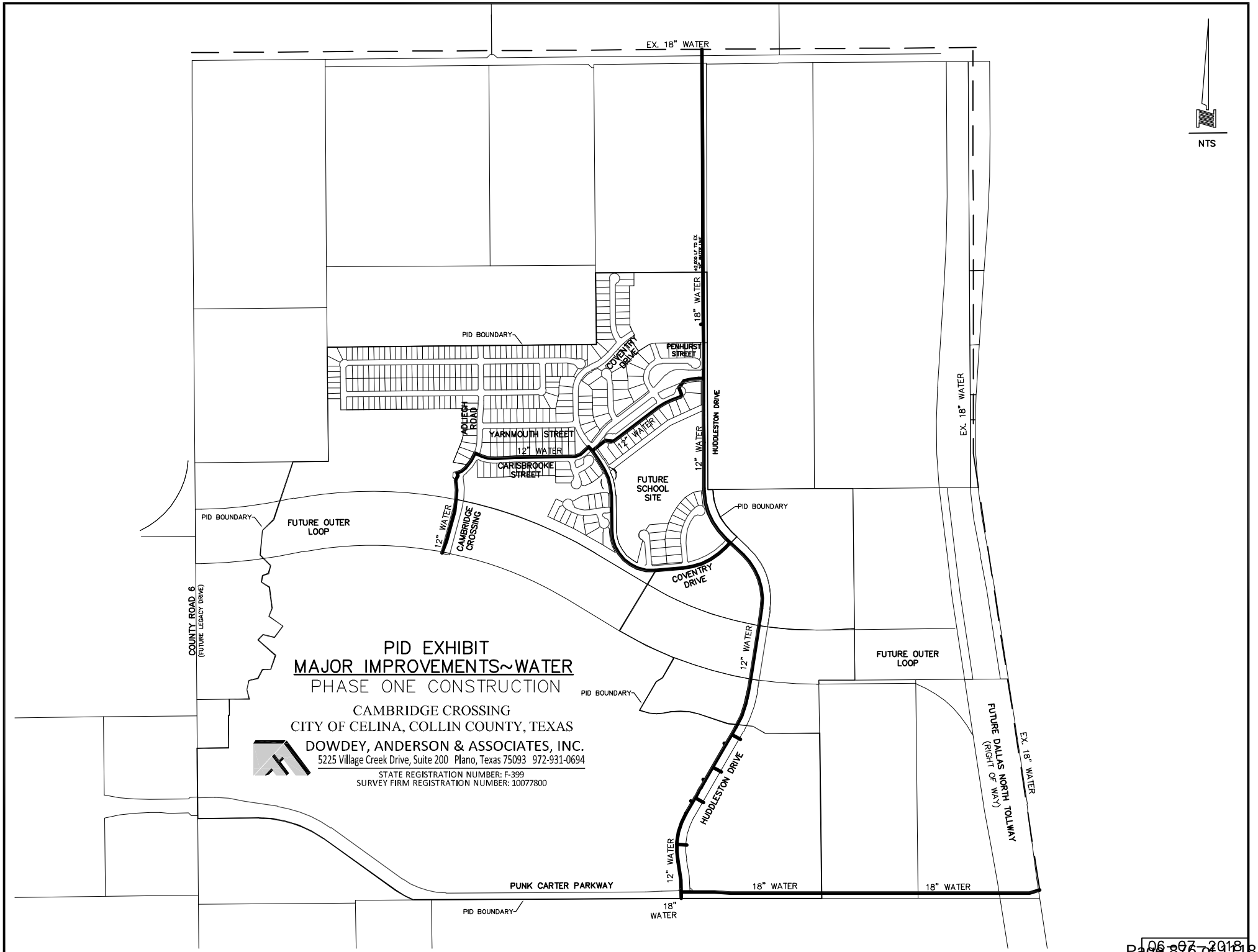


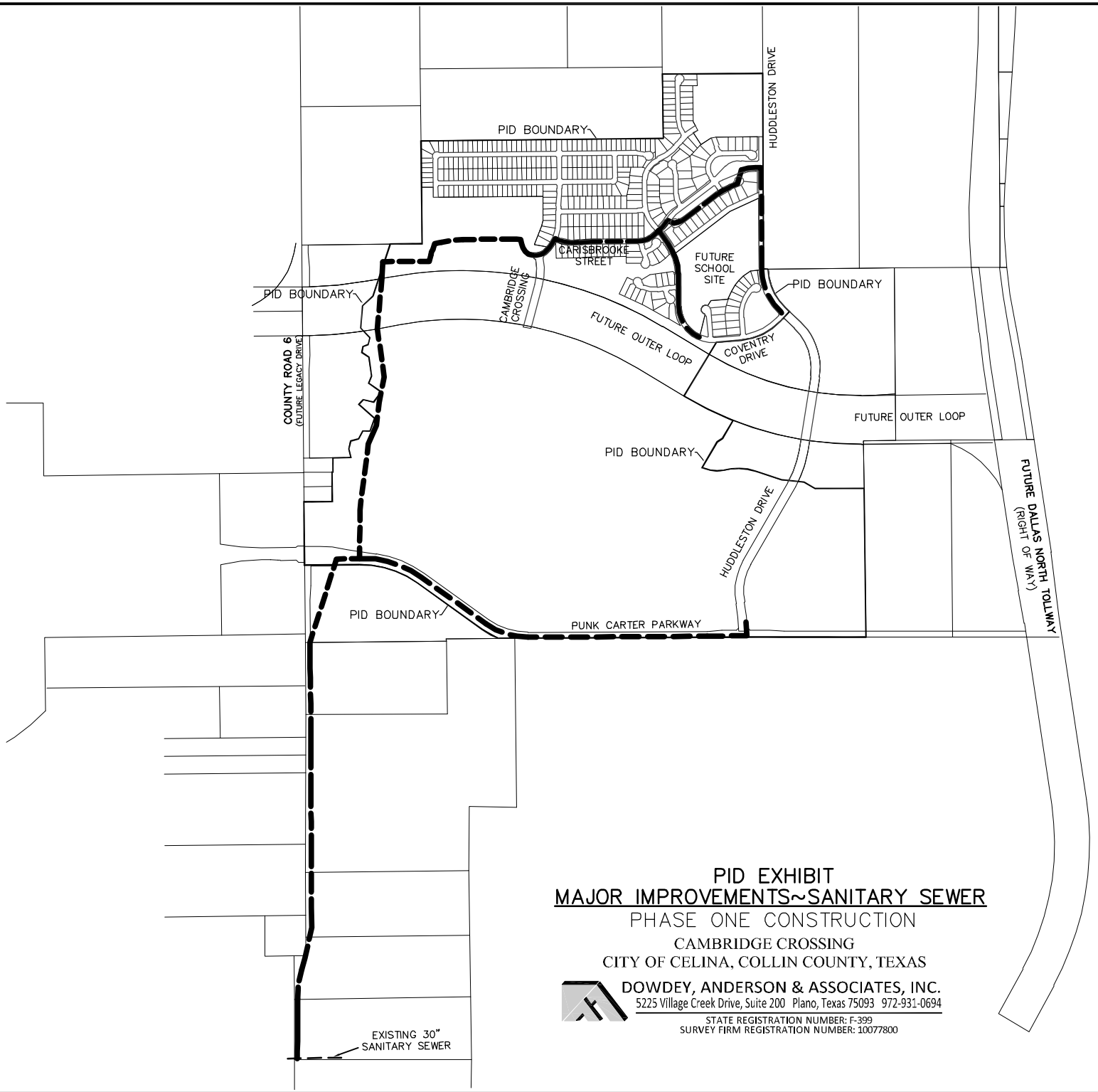
PID EXHIBIT
MAJOR IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

06-07-2018


EX. 18" WATER
NTS
PID BOUNDARY
COVENTRY DRIVE
PENHURST STREET
18" WATER
HUDDLESTON DRIVE
EX. 18" WATER
ADLEIGH ROAD
YARNMOUTH STREET
12" WATER
CARISBROOKE STREET
FUTURE SCHOOL SITE
FUTURE OUTER LOOP
CAMBRIDGE CROSSING
COUNTY ROAD 6
(FUTURE LEGACY DRIVE)
PID EXHIBIT
MAJOR IMPROVEMENTS~WATER
PHASE ONE CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
PUNK CARTER PARKWAY
18" WATER
FUTURE DALLAS NORTH TOLLWAY
(RIGHT OF WAY)

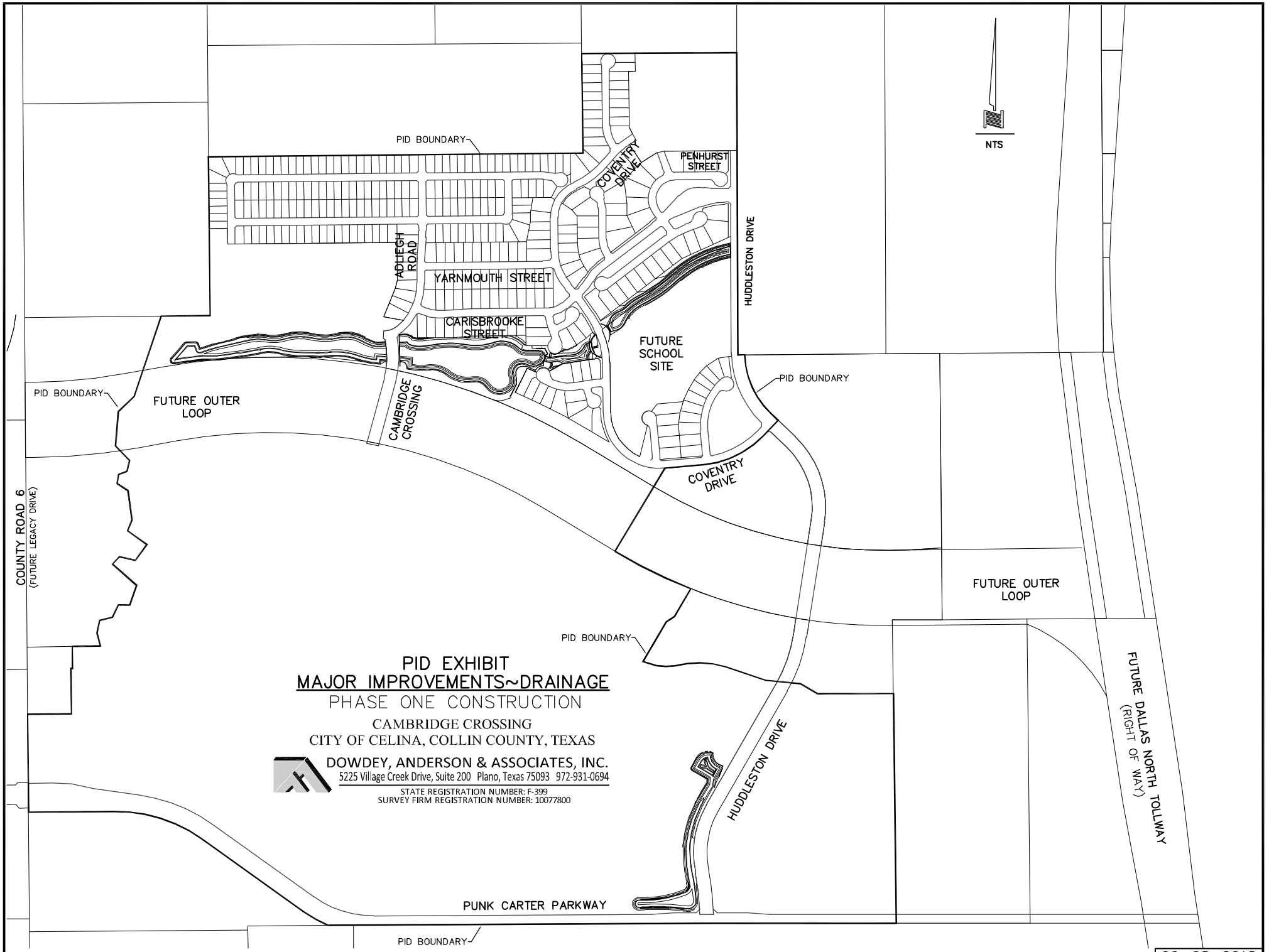


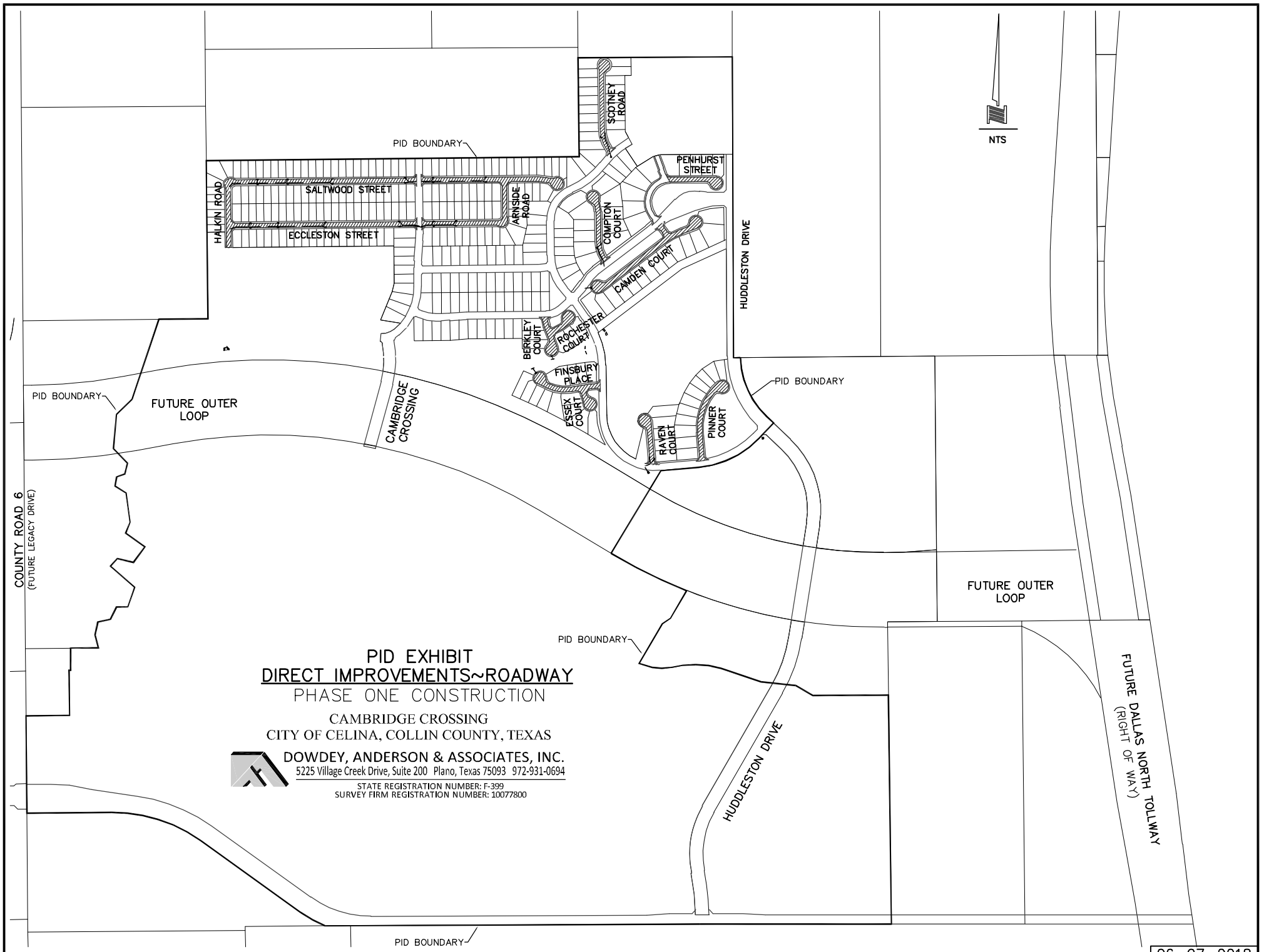
PID EXHIBIT
MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

06-07-2018


PID BOUNDARY
COVENTRY DRIVE
PENHURST STREET
NTS
HUDDLESTON DRIVE
ADLETH ROAD
YARNMOUTH STREET
CARISBROOKE STREET
FUTURE SCHOOL SITE
PID BOUNDARY
PID BOUNDARY
FUTURE OUTER LOOP
CAMBRIDGE CROSSING
COVENTRY DRIVE
COUNTY ROAD 6
(FUTURE LEGACY DRIVE)
FUTURE OUTER LOOP
PID BOUNDARY
PID EXHIBIT
MAJOR IMPROVEMENTS~DRAINAGE
PHASE ONE CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800
HUDDLESTON DRIVE
FUTURE DALLAS NORTH TOLLWAY
(RIGHT OF WAY)
PUNK CARTER PARKWAY
PID BOUNDARY

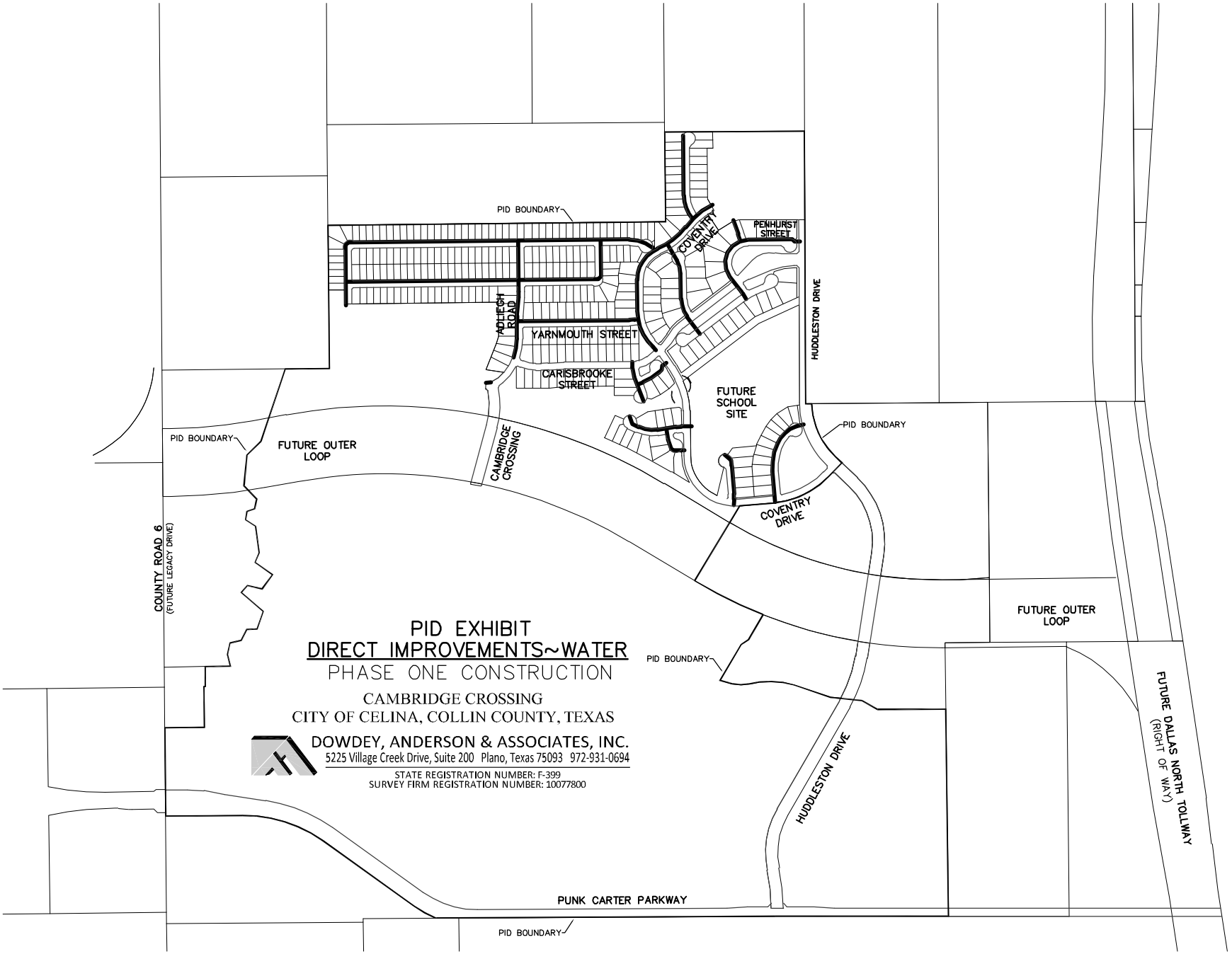


PID EXHIBIT
DIRECT IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

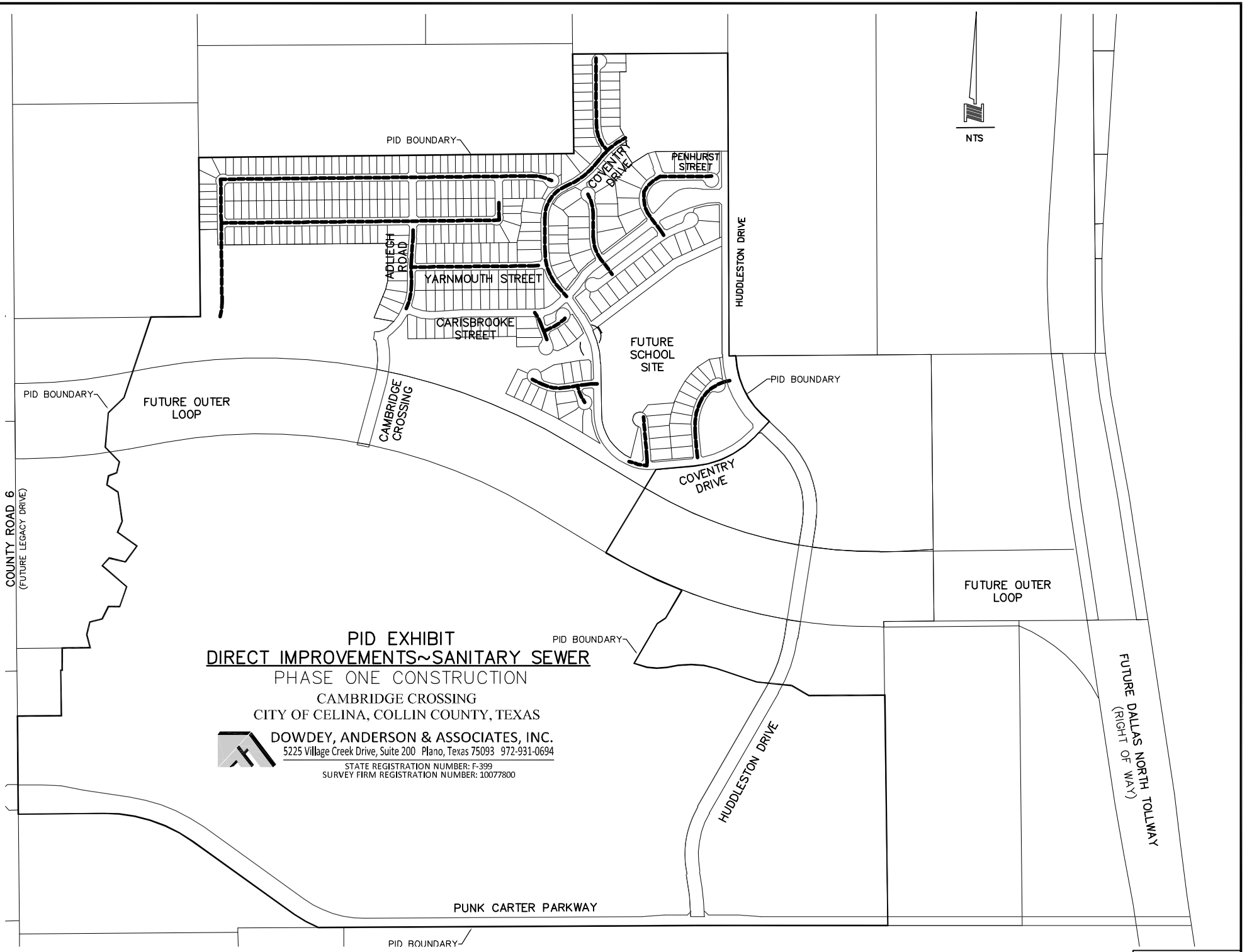
06-07-2018



PID EXHIBIT
DIRECT IMPROVEMENTS~WATER
PHASE ONE CONSTRUCTION

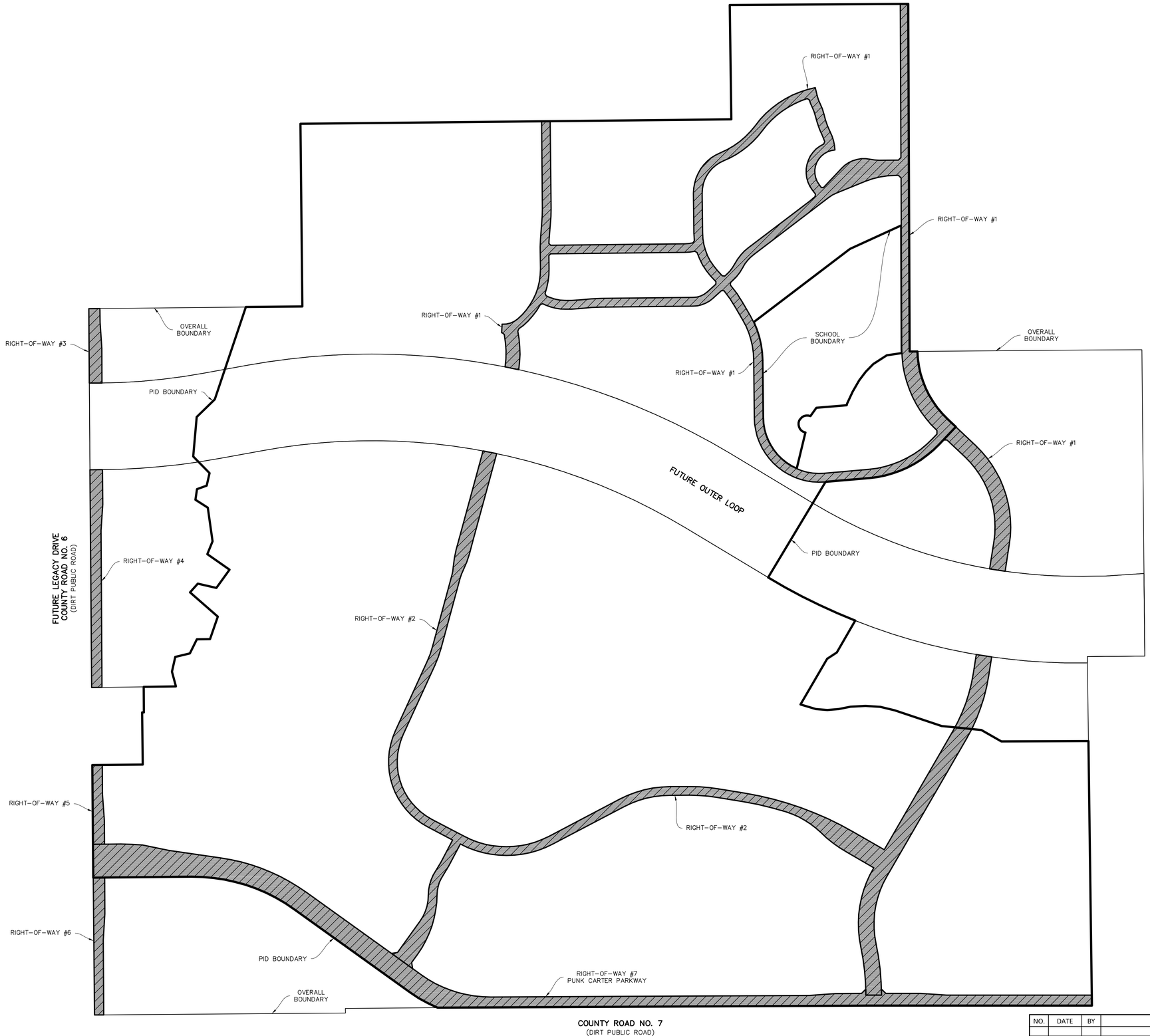
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800



DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

06-07-2018



LEGEND

RIGHT-OF-WAY

RIGHTS-OF-WAY AREA TABLE	
NAME	NET AREA (ACRES/SQ.FT.)
RIGHT-OF-WAY #1	16.098 ACRES (701,240 SQ.FT.)
RIGHT-OF-WAY #2	12.504 ACRES (544,680 SQ.FT.)
RIGHT-OF-WAY #3	0.692 ACRES (30,131 SQ.FT.)
RIGHT-OF-WAY #4	1.818 ACRES (79,190 SQ.FT.)
RIGHT-OF-WAY #5	0.646 ACRES (28,146 SQ.FT.)
RIGHT-OF-WAY #6	1.043 ACRES (45,451 SQ.FT.)
RIGHT-OF-WAY #7	12.289 ACRES (535,292 SQ.FT.)
OVERALL TOTAL:	45.090 ACRES (1,964,130 SQ.FT.)

NOTE:

OF THE 45.090 ACRES OF ROW BEING ACQUIRED, 38.779 ACRES IS WITHIN THE PID AND 6.311 ACRES IS OUTSIDE THE PID.

NO.	DATE	BY	REVISION

PID MAJOR IMPROVEMENTS

ROW ACQUISITION

CAMBRIDGE CROSSING

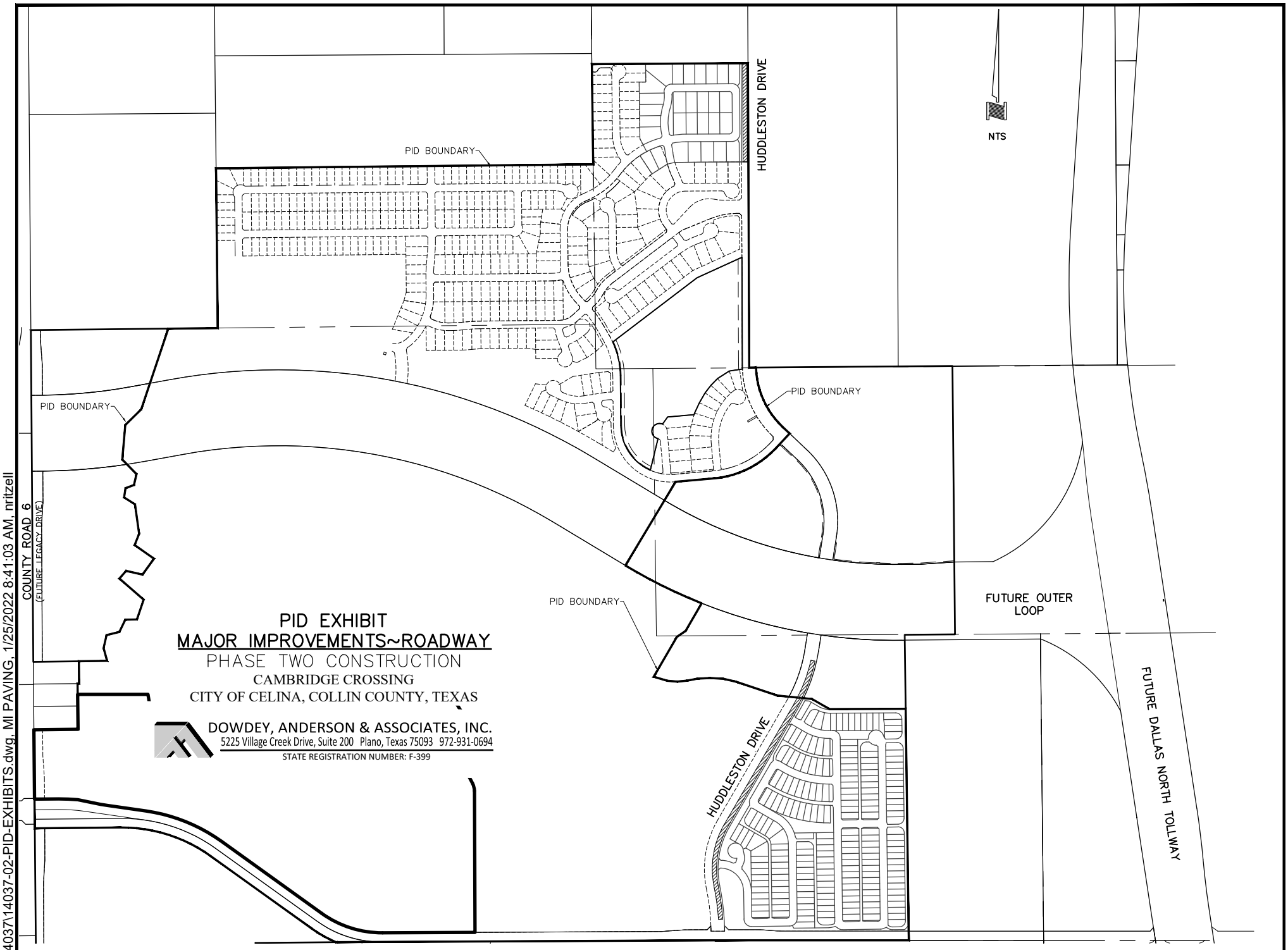
CITY OF CELINA, COLLIN COUNTY, TEXAS

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STATE REGISTRATION NUMBER: F-399
SURVEY FIRM REGISTRATION NUMBER: 10077800

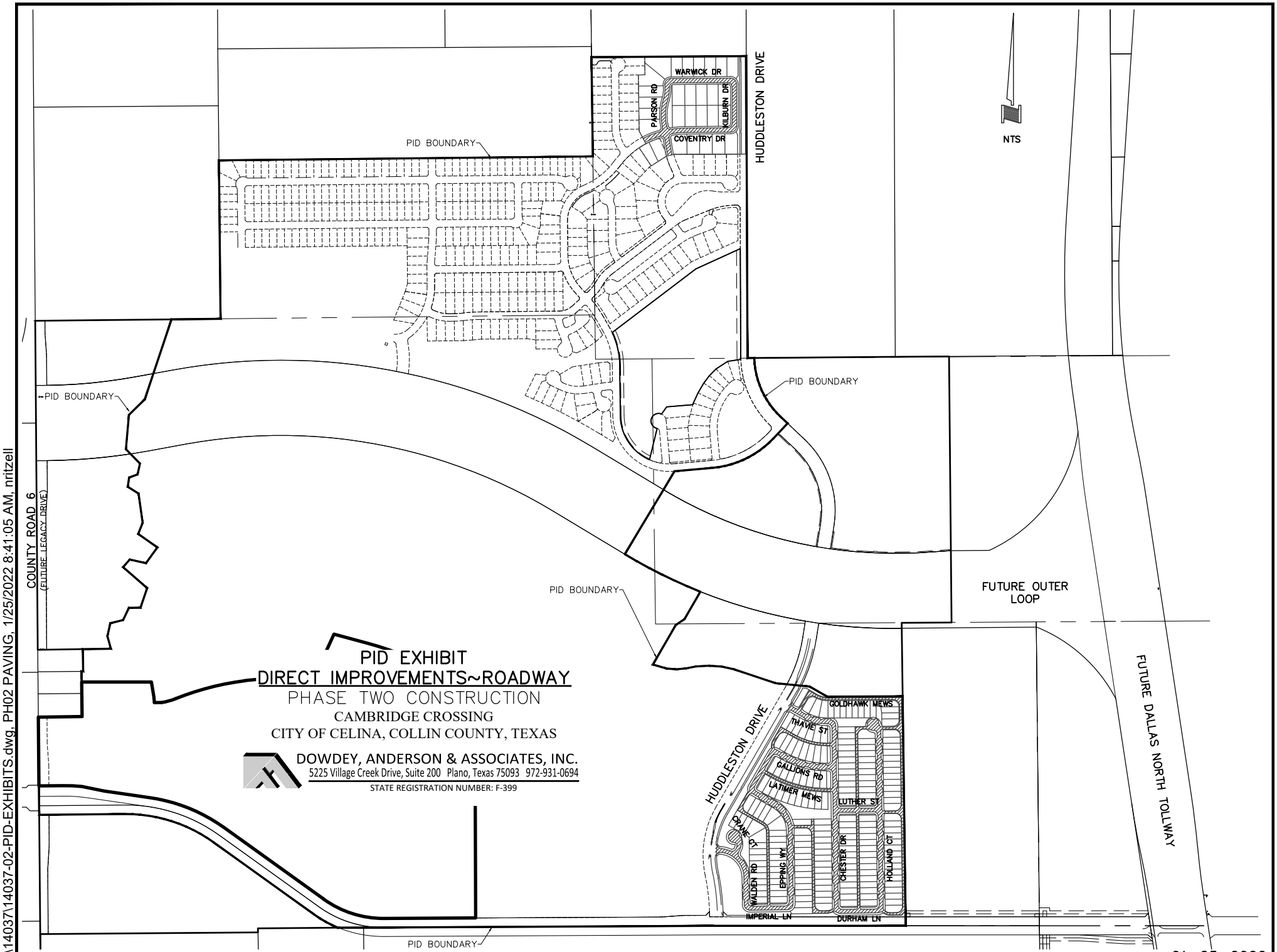
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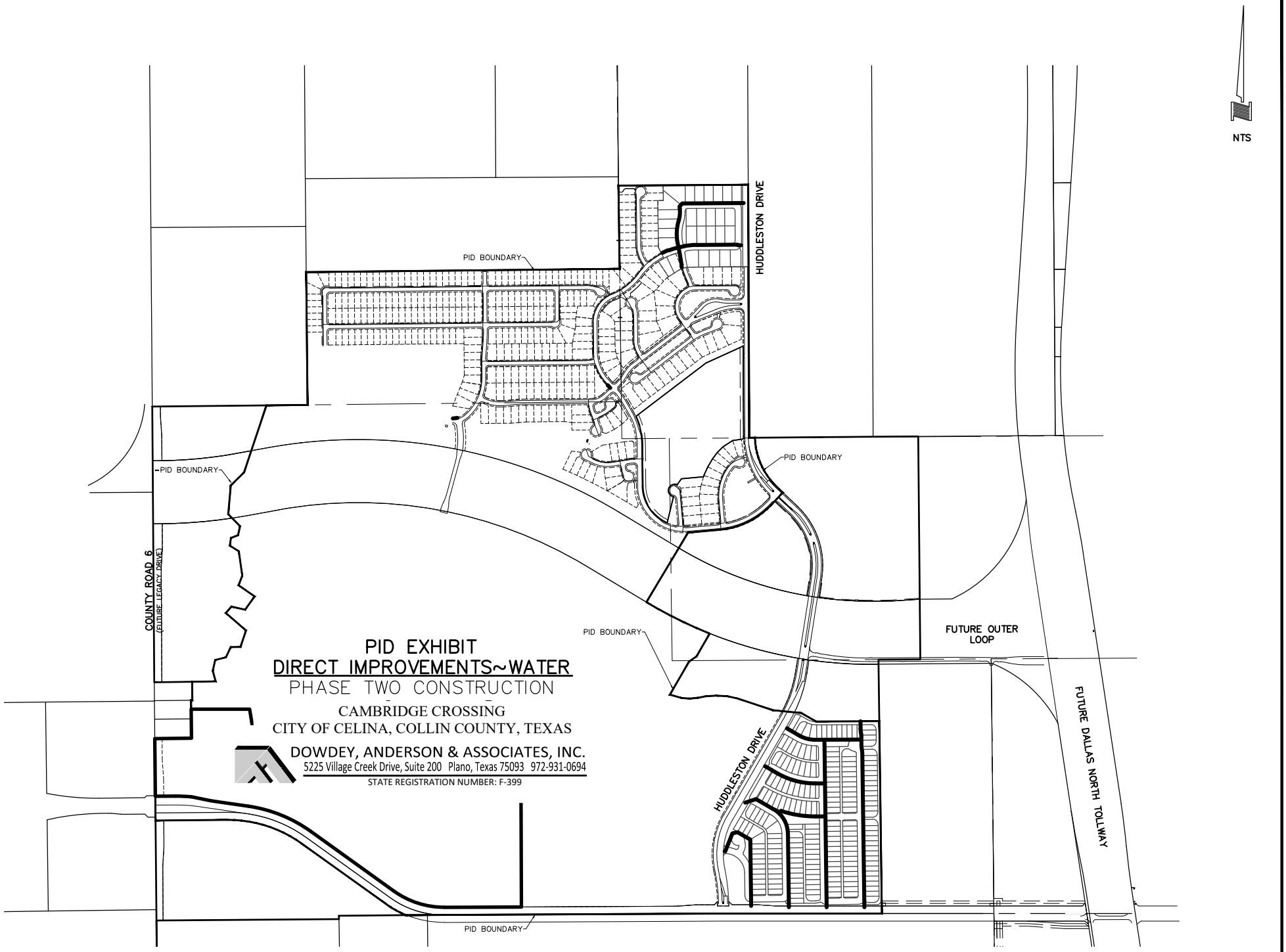
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DIRECT IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION

CAMBRIDGE CROSSING

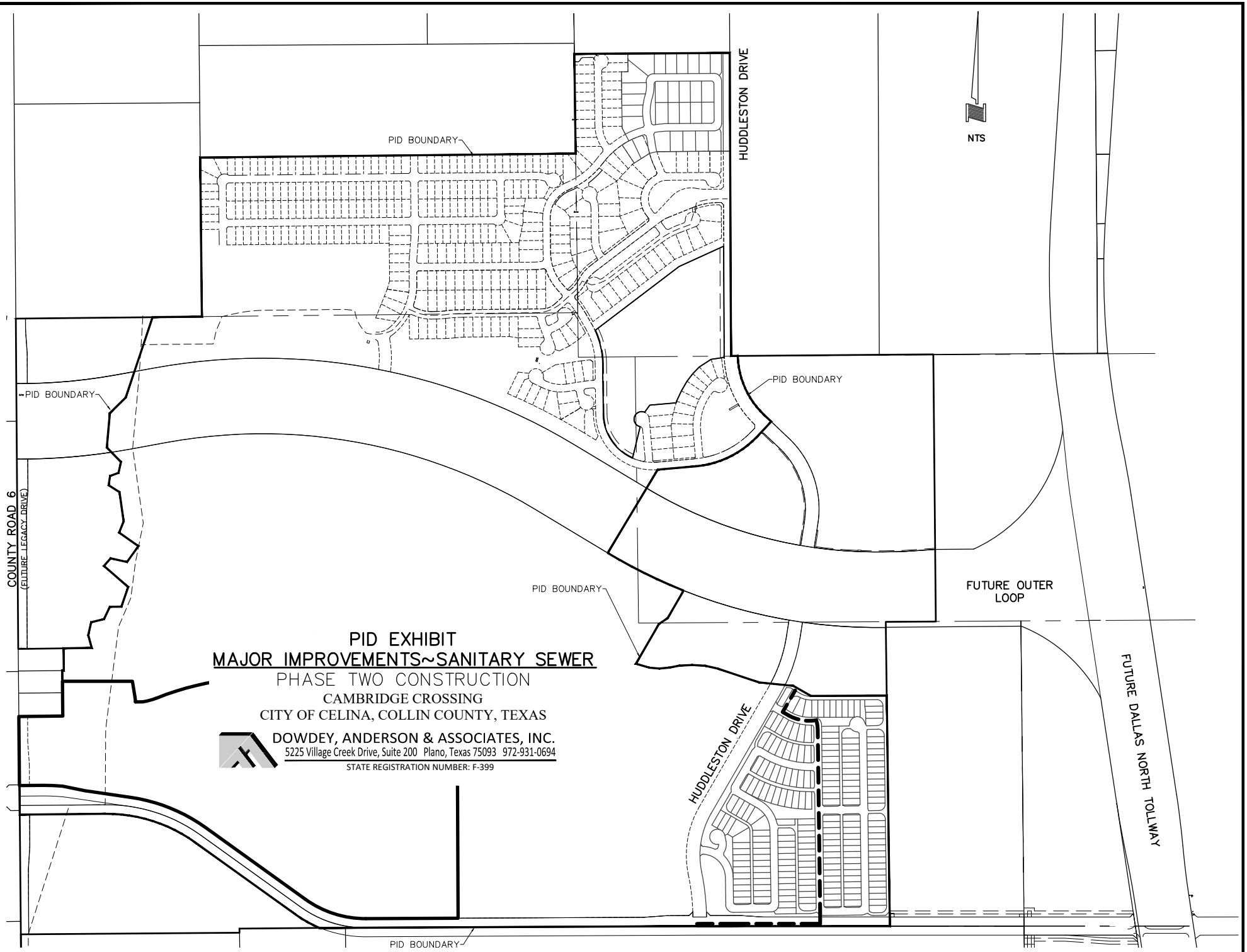
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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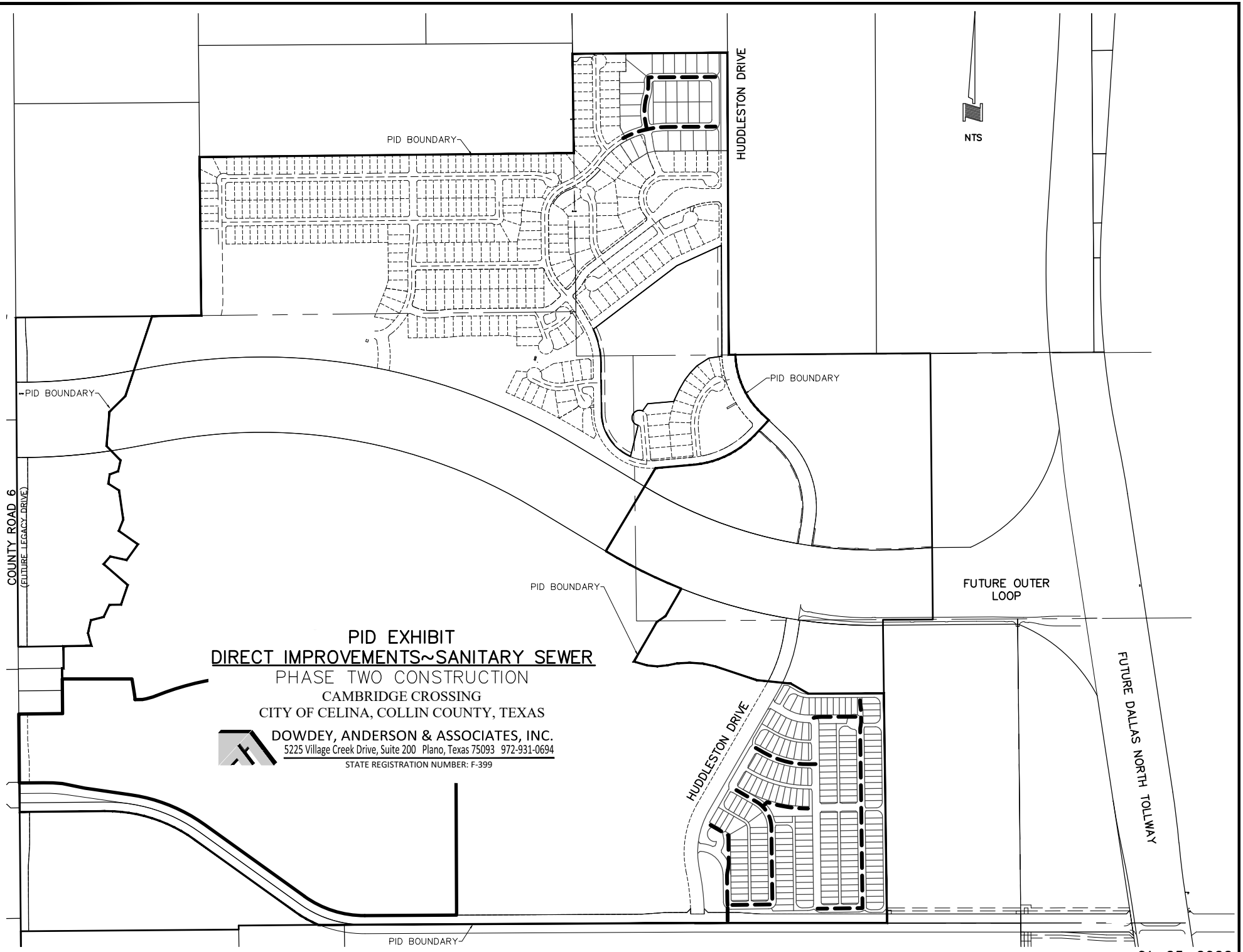


PID EXHIBIT
MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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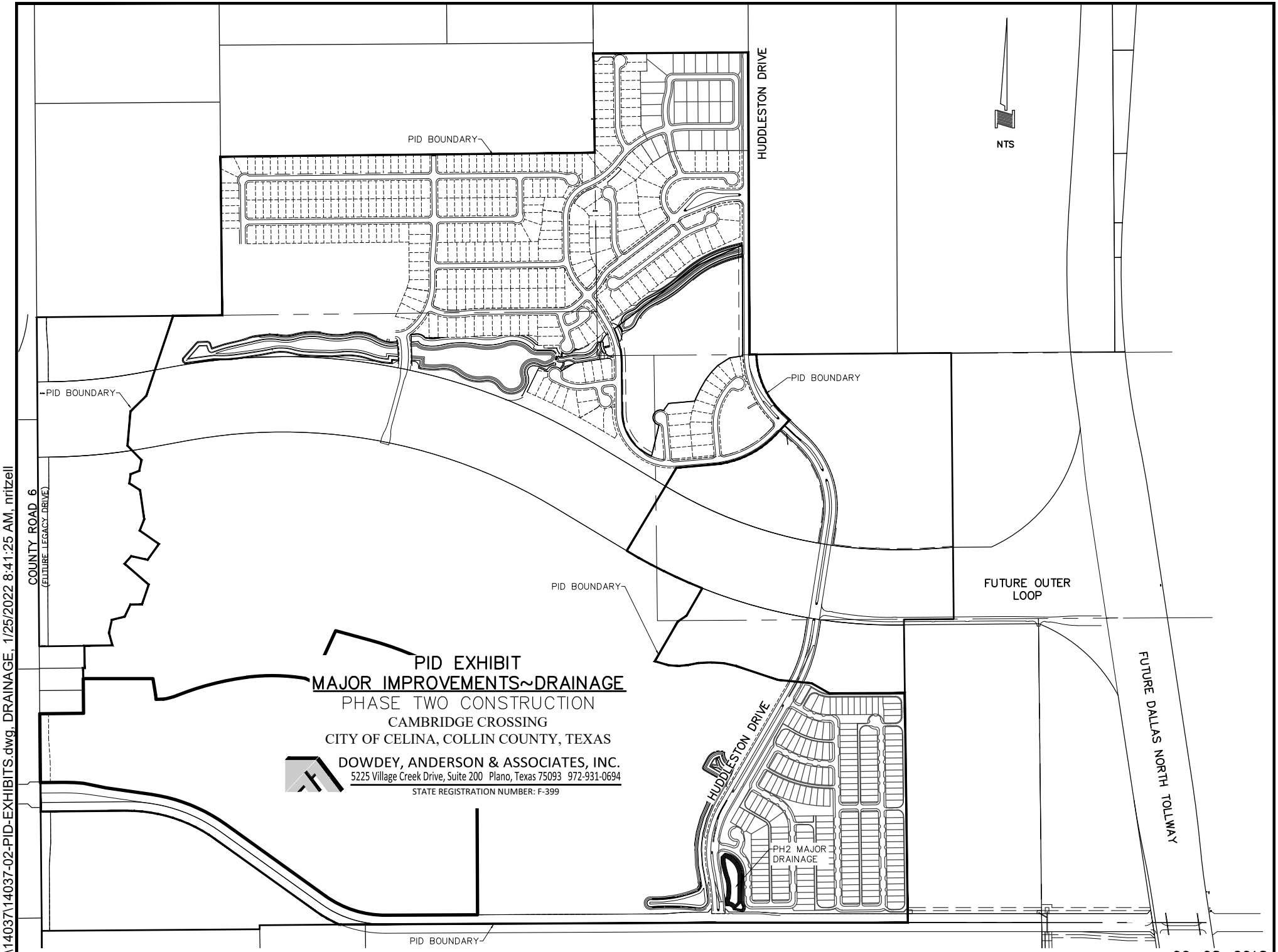


PID EXHIBIT
DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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PHASE TWO CONSTRUCTION

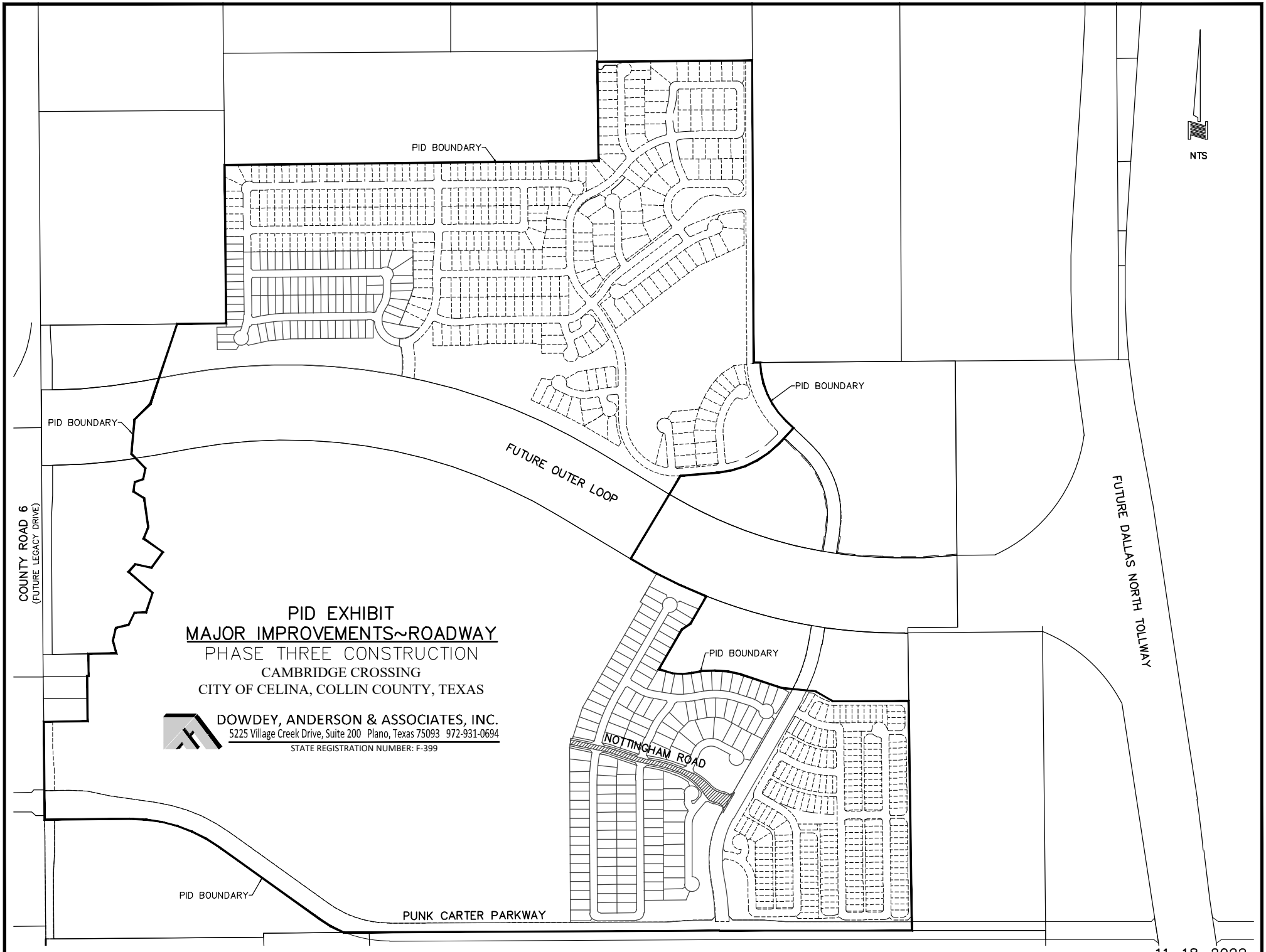
CAMBRIDGE CROSSING

CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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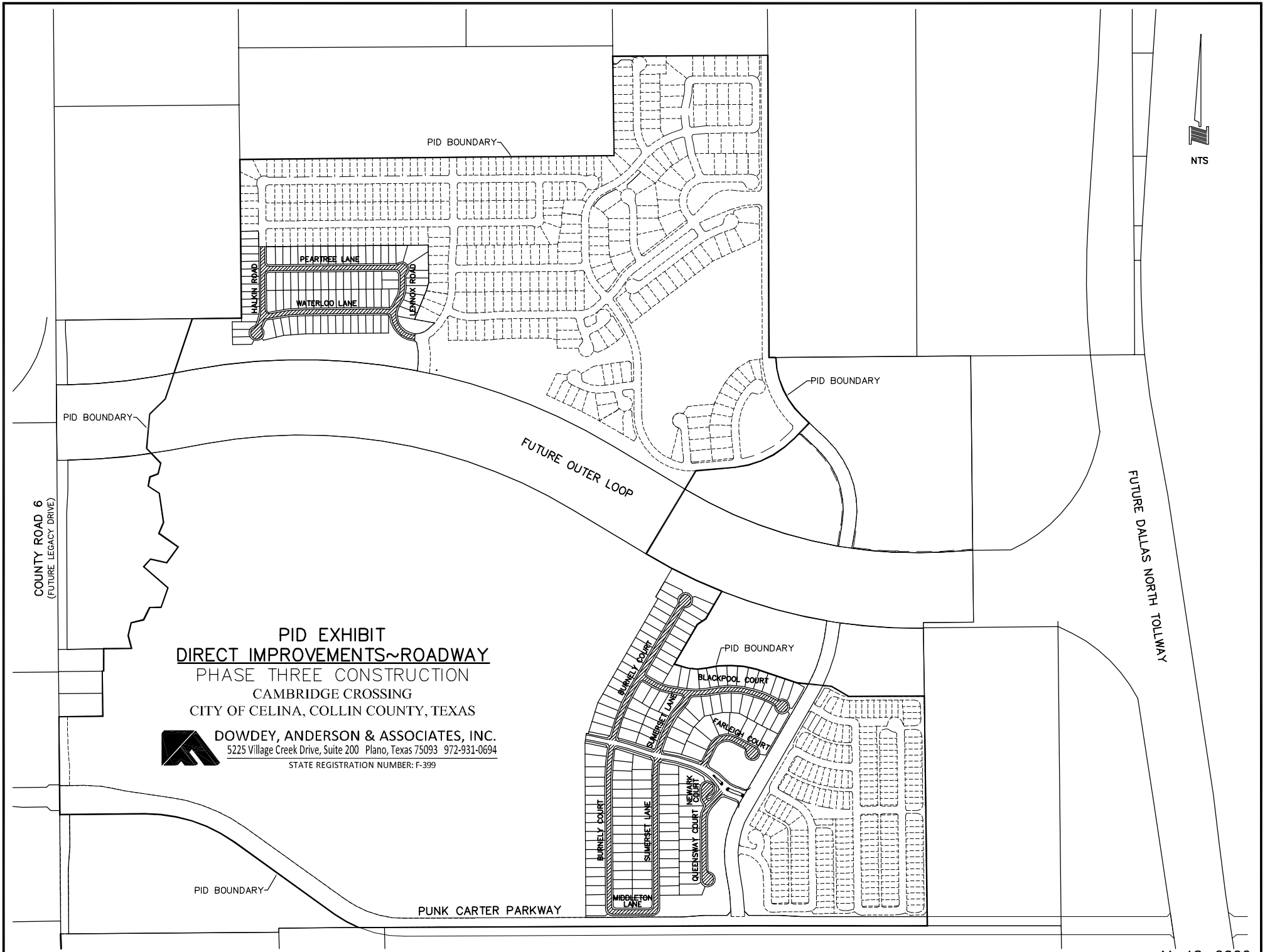
06-08-2018



PID EXHIBIT
MAJOR IMPROVEMENTS~ROADWAY
PHASE THREE CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

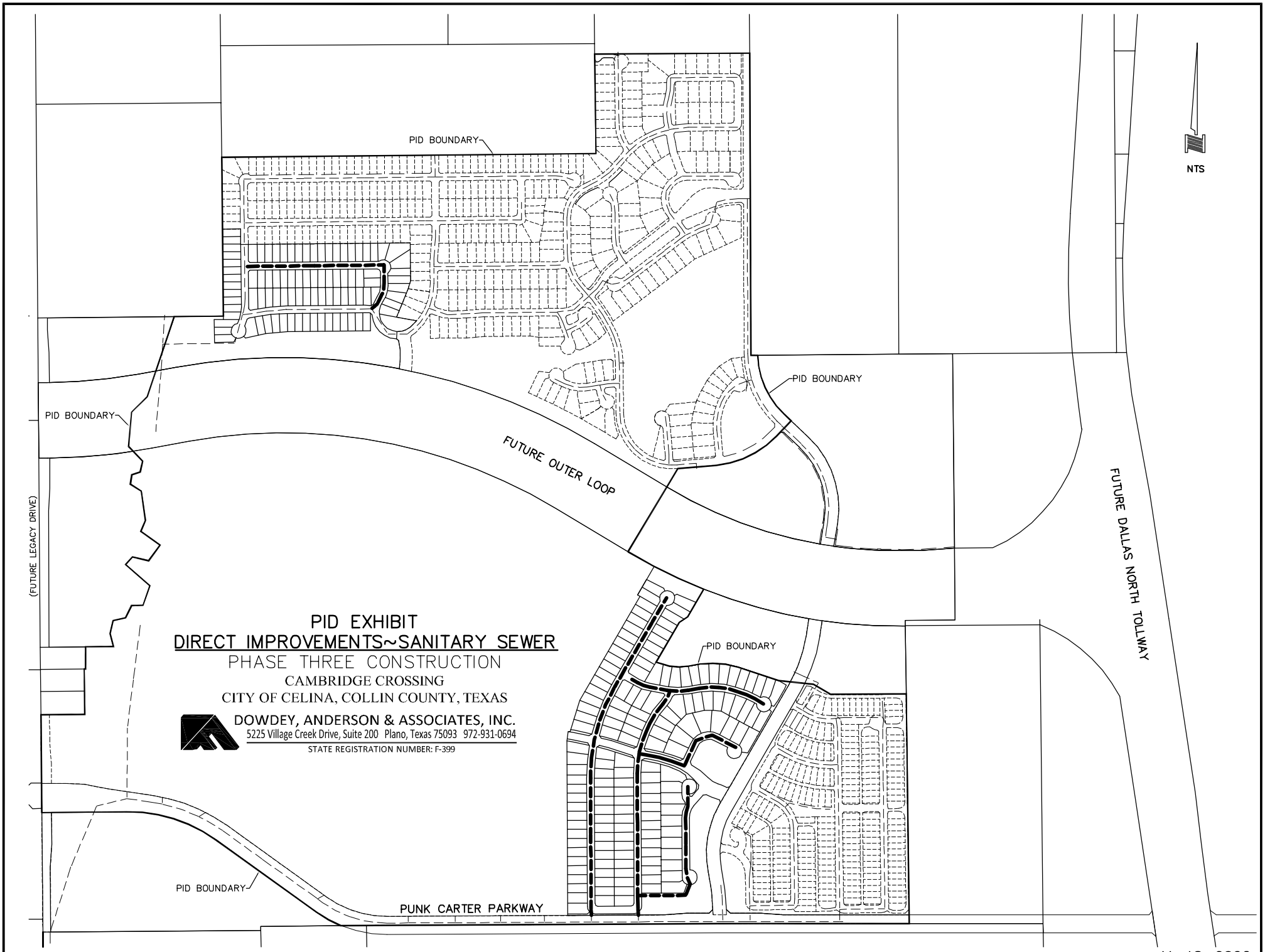
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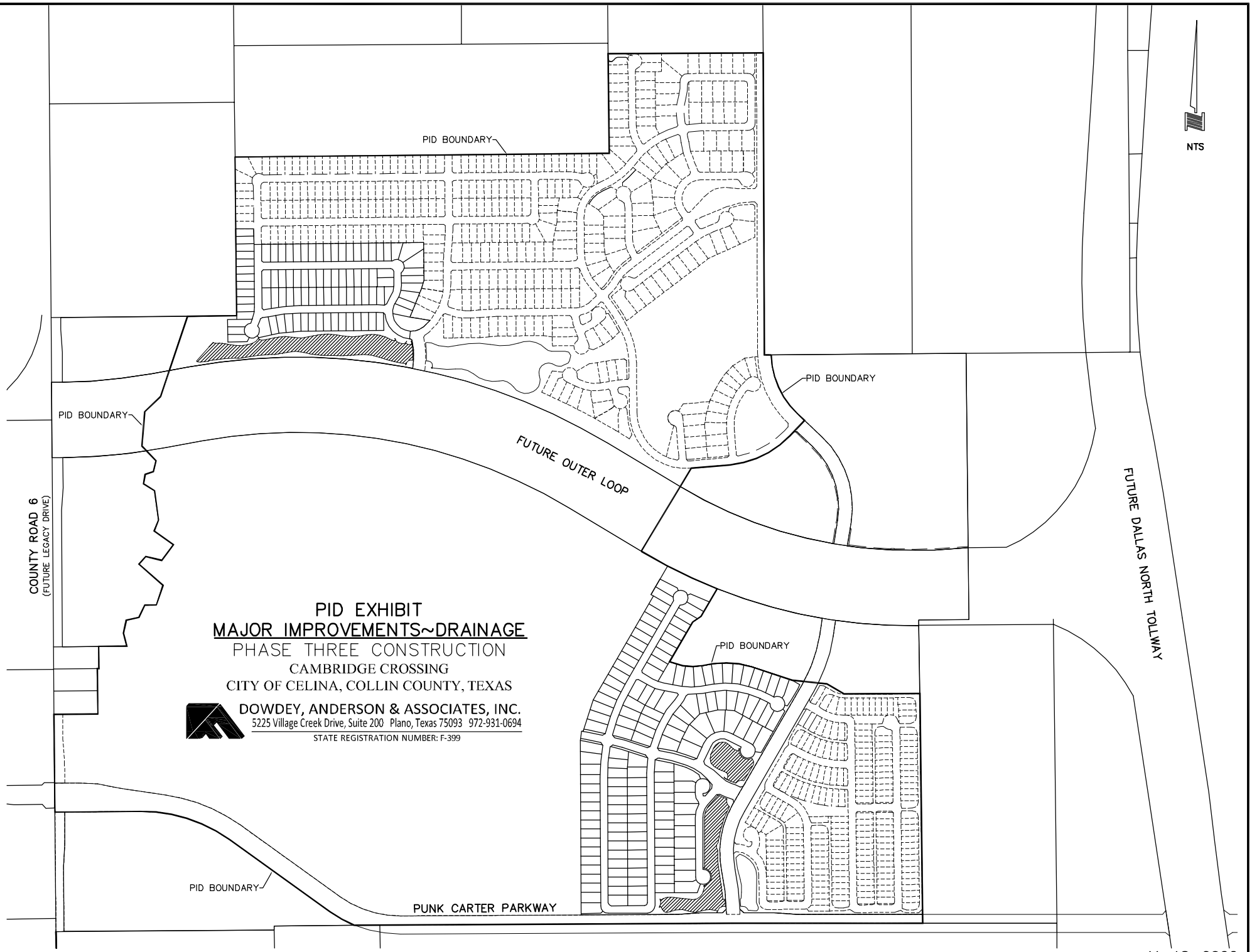
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PID EXHIBIT
DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE THREE CONSTRUCTION
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

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LEGEND

- 8" WL
- EX. WL
- FIRE HYDRANT ASSEMBLY
- EX. FIRE HYDRANT ASSEMBLY

WATER DIRECT IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494

TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jan 14, 2025, 10:53am User ID: mmconner
File: W:\Projects\7021\81.06\2.0 Design\2.4 Civil\2.4.4 Exhibits\250102 - PID exhibits and CAD file\7021806-PID Exhibit.dwg

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PHASE 2

PID BOUNDARY

PHASE 1

PHASE 3

PID BOUNDARY

FUTURE OUTER LOOP

PID BOUNDARY

FUTURE PHASE

FUTURE PHASE

12" WL

PID BOUNDARY

PHASE 3

12" WL

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

LEGEND

- 12" WL
- EX. WL
- FIRE HYDRANT ASSEMBLY
- EX. FIRE HYDRANT ASSEMBLY

WATER MAJOR IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494

TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jan 14, 2025, 10:53am User ID: mnconner
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PHASE 2

PID BOUNDARY

PHASE 1

PHASE 3

PID BOUNDARY

FUTURE OUTER LOOP

PID BOUNDARY

FUTURE PHASE

FUTURE PHASE

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

8" SS

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

LEGEND

8" SS

EX. SS

SANITARY SEWER DIRECT IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494

TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

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PHASE 2

PID BOUNDARY

PHASE 1

PHASE 3

PID BOUNDARY

FUTURE OUTER LOOP

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

FUTURE PHASE

FUTURE PHASE

8" SS

8" SS

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

LEGEND

8" SS

EX. SS

SANITARY SEWER MAJOR IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494

TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

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PHASE 2

PID BOUNDARY

PHASE 1

PHASE 3

PID BOUNDARY

FUTURE OUTER LOOP

PID BOUNDARY

FUTURE
PHASE

FUTURE
PHASE

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

LEGEND

STORM SEWER
DIRECT IMPROVMENTS

STORM SEWER & DETENTION DIRECT IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

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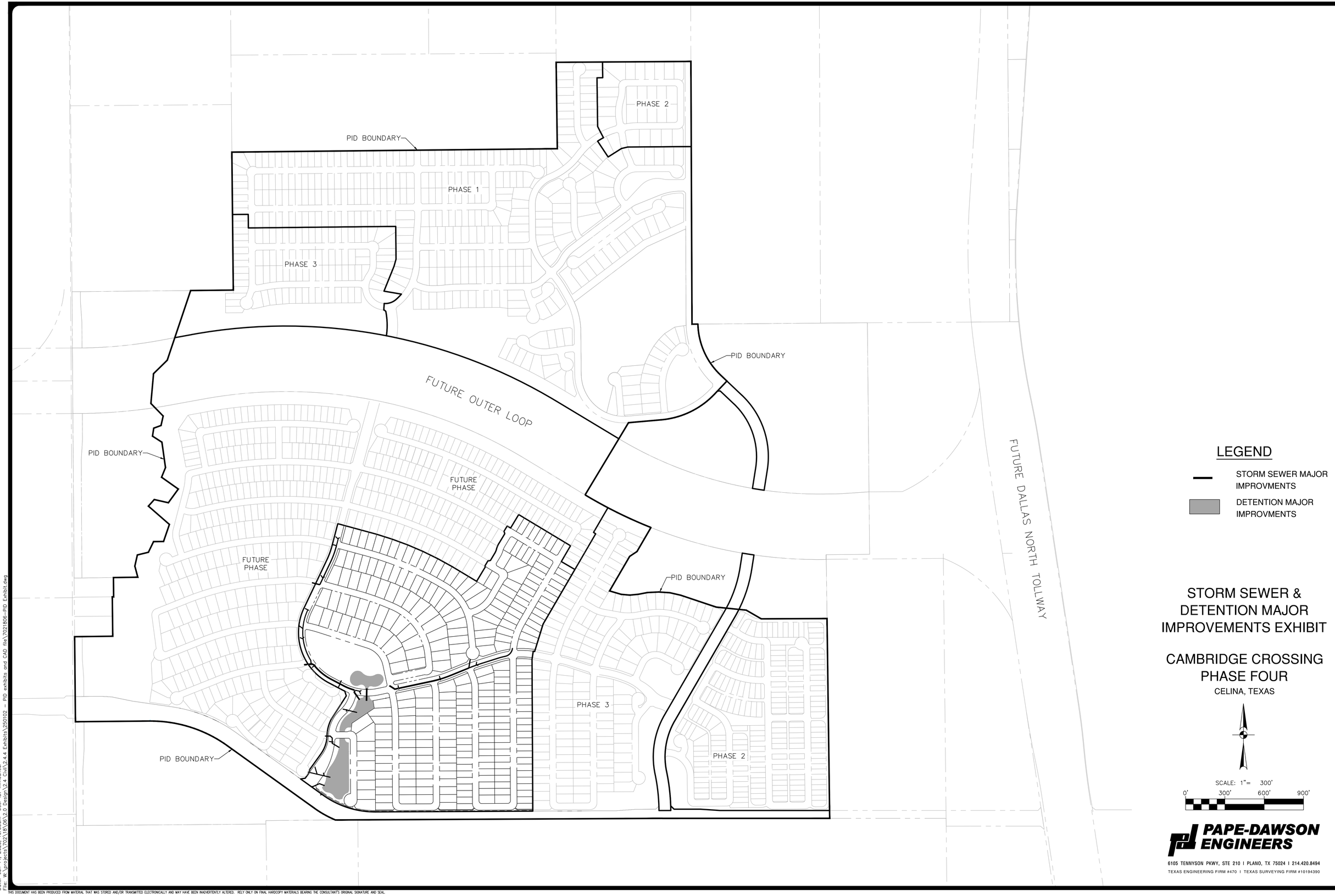
PAPE-DAWSON ENGINEERS

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TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

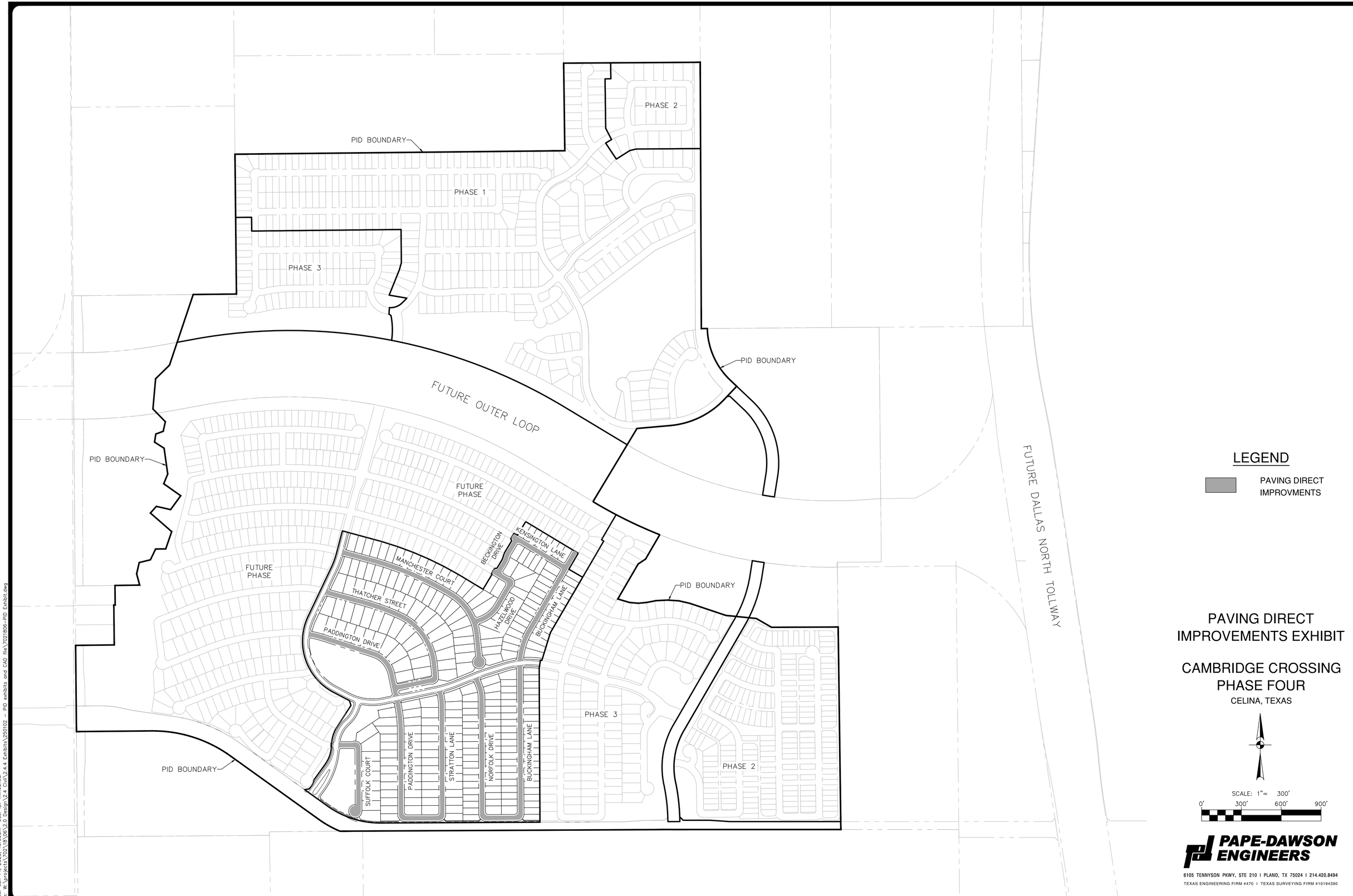
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PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

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LEGEND

PAVING MAJOR IMPROVMENTS

PAVING MAJOR IMPROVEMENTS EXHIBIT

CAMBRIDGE CROSSING PHASE FOUR

CELINA, TEXAS

SCALE: 1"= 300'

0' 300' 600' 900'

PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494

TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jan 14, 2025, 10:54am User ID: mnconner
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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 ***Cambridge Crossing Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER

SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

_____ _____

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of five Lot Types.

"Lot Type 1" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided in the Zoning Ordinance.

"Lot Type 2" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 4" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 84 feet, as provided by Zoning Ordinance.

"Lot Type 5" means lots identified as such on an Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

Table F-1 shows the original proposed residential Lot Types to be developed within the PID.

Table F-1
Proposed Development within the PID – Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	152	Units
Lot Type 2 (60 Ft)	537	Units
Lot Type 3 (50 Ft)	839	Units
Total	**1,528**	**Units**

Table F-2.1 shows the 2022 revised proposed residential Lot Types to be developed within the PID.

Table F-2.1
Proposed Development within the PID – 2022 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	200	Units
Lot Type 2 (60 Ft)	491	Units
Lot Type 3 (50 Ft)	634	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,530**	**Units**

Table F-2.2 shows the 2025 revised proposed residential Lot Types to be developed within the PID.

Table F-2.2
Proposed Development within the PID – 2025 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	201	Units
Lot Type 2 (60 Ft)	539	Units
Lot Type 3 (50 Ft)	589	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,534**	**Units**

Table F-3 shows the original proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area (including the Lots developed in Phase #2 and to be developed in Phase #3).

Table F-3
Proposed Development – Phases #2-7 Major Improvement Area - Original

Description	Proposed Development	
Lot Type 1 (74 Ft)	109	Units
Lot Type 2 (60 Ft)	415	Units
Lot Type 3 (50 Ft)	674	Units
Total	**1,198**	**Units**

Table F-4.1 shows the 2022 revised proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area (including the Lots developed in Phase #2 and to be developed in Phase #3).

Table F-4.1
Proposed Development – Phases #2-7 Major Improvement Area – 2022 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	157	Units
Lot Type 2 (60 Ft)	369	Units
Lot Type 3 (50 Ft)	469	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,200**	**Units**

Table F-4.2 shows the 2025 revised proposed residential Lot Types to be developed within the Phases #2-7 Major Improvement Area (including the Lots developed in Phase #2, Phase #3 and to be developed in Phase #4).

Table F-4.2
Proposed Development – Phases #2-7 Major Improvement Area – 2025 Revised

Description	Proposed Development	
Lot Type 1 (74 Ft)	158	Units
Lot Type 2 (60 Ft)	417	Units
Lot Type 3 (50 Ft)	424	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**1,204**	**Units**

Table F-5 shows the residential Lot Types developed within Phase #1.

Table F-5
Development – Phase #1

Description	Development	
Lot Type 1 (74 Ft)	43	Units
Lot Type 2 (60 Ft)	122	Units
Lot Type 3 (50 Ft)	165	Units
Total	**330**	**Units**

Table F-6 shows the residential Lot Types developed within Phase #2.

Table F-6
Development – Phase #2

Description	Proposed Development	
Lot Type 1 (74 Ft)	20	Units
Lot Type 2 (60 Ft)	2	Units
Lot Type 4 (84 Ft)	7	Units
Lot Type 5 (40 Ft)	198	Units
Total	**227**	**Units**

Table F-7 shows the proposed residential Lot Types to be developed within Phase #3.

Table F-7
Proposed Development – Phase #3

Description	Proposed Development	
Lot Type 1 (74 Ft)	19	Units
Lot Type 2 (60 Ft)	133	Units
Lot Type 3 (50 Ft)	90	Units
Total	**242**	**Units**

Table F-8 shows the proposed residential Lot Types to be developed within Phase #4.

Table F-8
Proposed Development – Phase #4

Description	Proposed Development	
Lot Type 1 (74 Ft)	49	Units
Lot Type 2 (60 Ft)	114	Units
Lot Type 3 (50 Ft)	126	Units
Total	**289**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Authorized Improvements shall be allocated to the parcel of the Assessed Property receiving benefit from such Authorized Improvements by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to 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., 84 Ft, 74 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 originally determined that allocating the Assessments among Parcels of Assessed Property based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. The original classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 3 (50 Ft Lot) representing the lowest value for residential lots). Originally, the Assessments were 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 original Equivalent Unit factor for Lot Type 1 (74 Ft Lots) to 1.0.

Table F-9 shows the original Equivalent Unit factors within the PID.

Table F-9
Equivalent Unit Factors – Original

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]	
Lot Type 1 (74 Ft)	$592,000	1.00	per dwelling unit
Lot Type 2 (60 Ft)	$480,000	0.81	per dwelling unit
Lot Type 3 (50 Ft)	$400,000	0.68	per dwelling unit

[1]The Equivalent Unit factors are rounded to two decimal places.

In light of changes to the development process and per request from the Developer, the Lot Type classifications described above have been updated by the City Council. These classifications (from Lot Type 4 (84 Ft Lots) representing the highest value to Lot Type 5 (40 Ft Lot) representing the lowest value for residential lots). Equivalent Units are the ratio of the average value of lots within each assessment class, setting the updated Equivalent Unit factor for Lot Type 4 (84 Ft Lots) to 1.0.

Table F-10 shows the 2022 revised Equivalent Unit factors within the PID.

Table F-10
Equivalent Unit Factors – 2022 Revised

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor[1]	
Lot Type 1 (74 Ft)	$730,000	0.91	per dwelling unit
Lot Type 2 (60 Ft)	$630,000	0.79	per dwelling unit
Lot Type 3 (50 Ft)	$570,000	0.71	per dwelling unit
Lot Type 4 (84 Ft)	$800,000	1.00	per dwelling unit
Lot Type 5 (40 Ft)	$475,000	0.59	per dwelling unit

[1]The Equivalent Unit factors are rounded to two decimal places.

The original total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-11 as calculated based on the original Equivalent Unit factors shown in Table F-9, estimated Lot Types and number of units originally estimated to be built within the Phases #2-7 Major Improvement Area.

Table F-11
Estimated Equivalent Units – Phases #2-7 Major Improvement Area – Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	109	1.00	109.00
Lot Type 2 (60 Ft)	415	0.81	336.15
Lot Type 3 (50 Ft)	674	0.68	458.32
Total	**1,198**		**903.47[1]**

[1]The total Equivalent Units shown above were used in 2018 to allocate costs of the Phases #2-7 Major Improvement Area Projects to the Phases #2-7 Major Improvement Area Assessed Property at the time Assessments were levied on the Phases #2-7 Major Improvement Area Assessed Property.

The 2022 revised total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-12 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-9, estimated Lot Types and number of units estimated to be built within the Phases #2-7 Major Improvement Area.

Table F-12
Estimated Equivalent Units – Phases #2-7 Major Improvement Area – 2022 Revised

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	157	0.91	142.87
Lot Type 2 (60 Ft)	369	0.79	291.51
Lot Type 3 (50 Ft)	469	0.71	332.99
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**1,200**		**891.19**

The 2025 revised total estimated Equivalent Units for the Phases #2-7 Major Improvement Area are shown in Table F-13 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-9, estimated Lot Types and number of units estimated to be built within the Phases #2-7 Major Improvement Area.

Table F-13
Estimated Equivalent Units – Phases #2-7 Major Improvement Area – 2025 Revised

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	158	0.91	143.78
Lot Type 2 (60 Ft)	417	0.79	329.43
Lot Type 3 (50 Ft)	424	0.71	301.04
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**1,204**		**898.07**

The total estimated Equivalent Units for Phase #1 are shown in Table F-14 as calculated based on the original Equivalent Unit factors shown in Table F-9, estimated Lot Types and number of units estimated to be built within Phase #1.

Table F-14
Estimated Equivalent Units – Phase #1 – Original

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	43	1.00	43.00
Lot Type 2 (60 Ft)	122	0.81	98.82
Lot Type 3 (50 Ft)	165	0.68	112.20
Total	**330**		**254.02[1]**

[1]The total Equivalent Units shown above were used in 2018 to allocate the costs of the Phase #1 Initial Projects to Phase #1 Assessed Property at the time Assessments were levied on the Phase #1 Assessed Property.

Table F-15
Estimated Equivalent Units – Phase #1 – 2022 Revised

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	43	0.91	39.13
Lot Type 2 (60 Ft)	122	0.79	96.38
Lot Type 3 (50 Ft)	165	0.71	117.15
Total	**330**		**252.66[1]**

[1]The total Equivalent Units shown above are being used in 2023 to allocate the costs of the Additional Major Improvements to Phase #1 Assessed Property.

The total estimated Equivalent Units for Phase #2 are shown in Table F-16 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-10, estimated Lot Types and number of units estimated to be built within Phase #2.

Table F-16
Estimated Equivalent Units – Phase #2

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	20	0.91	18.20
Lot Type 2 (60 Ft)	2	0.79	1.58
Lot Type 4 (84 Ft)	7	1.00	7.00
Lot Type 5 (40 Ft)	198	0.59	116.82
Total	**227**		**143.60**

The total estimated Equivalent Units for Phase #3 are shown in Table F-17 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-10, estimated Lot Types and number of units estimated to be built within Phase #3.

Table F-17
Estimated Equivalent Units – Phase #3

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	19	0.91	17.29
Lot Type 2 (60 Ft)	133	0.79	105.07
Lot Type 3 (50 Ft)	90	0.71	63.90
Total	**242**		**186.26**

The total estimated Equivalent Units for Phase #4 are shown in Table F-18 as calculated based on the 2022 revised Equivalent Unit factors shown in Table F-10, estimated Lot Types and number of units estimated to be built within Phase #4.

Table F-18
Estimated Equivalent Units – Phase #4

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 1 (74 Ft)	49	0.91	44.59
Lot Type 2 (60 Ft)	114	0.79	90.06
Lot Type 3 (50 Ft)	126	0.71	89.46
Total	**289**		**224.11**

C) Original Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-16 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment to be allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-10, there were a total of 1,198 residential units representing a total of 903.47 originally estimated Equivalent Units at the time the assessment was levied against such property for the residential development in the Phases #2-7 Major Improvement Area, resulting in an original Assessment per Equivalent Unit of $15,268.91.

The original Assessment per dwelling unit was calculated as the product of (i) $15,268.91 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit was $15,268.91 (i.e. $15,268.91 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit was $12,367.82 (i.e. $15,268.91 × 0.81). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit was $10,382.86 (i.e. $15,268.91 × 0.68). Table F-19 sets forth the original Assessment per dwelling unit for each of the original three Lot Types in the Phases #2-7 Major Improvement Area.

Table F-19
Original Assessment Per Unit – Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	109	$15,268.91	1.00	$15,268.91	per dwelling unit	$1,664,311
Lot Type 2 (60 Ft)	415	$15,268.91	0.81	$12,367.82	per dwelling unit	$5,132,643
Lot Type 3 (50 Ft)	674	$15,268.91	0.68	$10,382.86	per dwelling unit	$6,998,046
Total	**1,198**					**$13,795,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-20.

Table F-20
Original Projected Leverage – Phases #2-7 Major Improvement Area

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 (74 Ft)	109	$114,700	$592,000	$15,268.91	7.51	38.77
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$12,367.82	7.52	38.81
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$10,382.86	7.46	38.53

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-21.

Table F-21
Original Estimated Tax Rate Equivalent Per Unit – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	109	$114,700	$592,000	$1,194.14	$1.0411	$0.2017
Lot Type 2 (60 Ft)	415	$93,000	$480,000	$967.25	$1.0401	$0.2015
Lot Type 3 (50 Ft)	674	$77,500	$400,000	$812.01	$1.0478	$0.2030

D) 2022 Revised Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-22 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-12, there is now anticipated to be a total of 1,200 residential units representing a 2022 revised total of 891.19 estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in a 2022 revised Assessment per Equivalent Unit of $15,479.30.

The 2022 revised Assessment per dwelling unit was calculated as the product of (i) $15,479.301 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $14,086.17 (i.e. $15,479.30 × 0.91). The 2022 revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $12,228.65 (i.e. $15,479.30 × 0.79). The 2022 revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $10,990.31 (i.e. $15,479.30 × 0.71). The 2022 revised Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $15,479.30 (i.e. $15,479.30 × 1.00). The 2022 revised Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $9,132.79 (i.e. $15,479.30 × 0.59). Table F-22 sets forth the 2022 revised Assessment per dwelling unit for each of the five Lot Types in the Phases #2-7 Major Improvement Area.

Table F-22
2022 Revised Assessment Per Unit – Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	157	$15,479.30	0.91	$14,086.17	per dwelling unit	$2,211,528
Lot Type 2 (60 Ft)	369	$15,479.30	0.79	$12,228.65	per dwelling unit	$4,512,372
Lot Type 3 (50 Ft)	469	$15,479.30	0.71	$10,990.31	per dwelling unit	$5,154,453
Lot Type 4 (84 Ft)	7	$15,479.30	1.00	$15,479.30	per dwelling unit	$108,355
Lot Type 5 (40 Ft)	198	$15,479.30	0.59	$9,132.79	per dwelling unit	$1,808,292
Total	**1,200**					**$13,795,000**

The 2022 revised projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-23.

Table F-23
2022 Revised Projected Leverage – Phases #2-7 Major Improvement Area

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 (74 Ft)	157	$118,400	$730,000	$14,086.17	8.41	51.82
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$12,228.65	7.85	51.52
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$10,990.31	7.28	51.86
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$15,479.30	8.68	51.68
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$9,132.79	7.12	52.01

The 2022 revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-24.

Table F-24
Revised Estimated Tax Rate Equivalent Per Unit – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	157	$118,400	$730,000	$1,101.64	$0.9304	$0.1509
Lot Type 2 (60 Ft)	369	$96,000	$630,000	$956.37	$0.9962	$0.1518
Lot Type 3 (50 Ft)	469	$80,000	$570,000	$859.52	$1.0744	$0.1508
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$1,210.59	$0.9007	$0.1513
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$714.25	$1.0988	$0.1504

E) 2025 Revised Allocation of Assessments to Lots within Phases #2-7 Major Improvement Area

As shown in Table F-25 the total amount of the Phases #2-7 Major Improvement Area Bonds, which represents the total Assessment allocated on all Parcels within the Phases #2-7 Major Improvement Area, is $13,795,000. As shown in Table F-13, there is now anticipated to be a total of 1,204 residential units representing a 2025 revised total of 898.07 estimated Equivalent Units for the residential development in the Phases #2-7 Major Improvement Area, resulting in a 2025 revised Assessment per Equivalent Unit of $15,360.72.

The 2025 revised Assessment per dwelling unit was calculated as the product of (i) $15,360.72 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the revised Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $13,978.25 (i.e. $15,360.72 × 0.91). The

2025 revised Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $12,134.97 (i.e. $15,360.72 × 0.79). The 2025 revised Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $10,906.11 (i.e. $15,360.72 × 0.71). The 2025 revised Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $15,360.72 (i.e. $15,360.72 × 1.00). The 2022 revised Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $9,062.82 (i.e. $15,360.72 × 0.59). Table F-25 sets forth the 2025 revised Assessment per dwelling unit for each of the five Lot Types in the Phases #2-7 Major Improvement Area.

Table F-25
2025 Revised Assessment Per Unit – Phases #2-7 Major Improvement Area

Type	Planned No. of Units	Assessment Per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	158	$15,360.72	0.91	$13,978.25	per dwelling unit	$2,208,564
Lot Type 2 (60 Ft)	417	$15,360.72	0.79	$12,134.97	per dwelling unit	$5,060,281
Lot Type 3 (50 Ft)	424	$15,360.72	0.71	$10,906.11	per dwelling unit	$4,624,191
Lot Type 4 (84 Ft)	7	$15,360.72	1.00	$15,360.72	per dwelling unit	$107,525
Lot Type 5 (40 Ft)	198	$15,360.72	0.59	$9,062.82	per dwelling unit	$1,794,439
Total	**1,204**					**$13,795,000**

The 2025 revised projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-26.

Table F-26
2025 Revised Projected Leverage – Phases #2-7 Major Improvement Area

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 (74 Ft)	158	$118,400	$730,000	$13,978.25	8.47	52.22
Lot Type 2 (60 Ft)	417	$96,000	$630,000	$12,134.97	7.91	51.92
Lot Type 3 (50 Ft)	424	$80,000	$570,000	$10,906.11	7.34	52.26
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$15,360.72	8.75	52.08
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$9,062.82	7.17	52.41

The 2025 revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-27.

Table F-27
2025 Revised Estimated Tax Rate Equivalent Per Unit – Phases #2-7 Major Improvement Area

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	158	$118,400	$730,000	$1,093.30	$0.9234	$0.1498
Lot Type 2 (60 Ft)	417	$96,000	$630,000	$949.13	$0.9887	$0.1507
Lot Type 3 (50 Ft)	424	$80,000	$570,000	$853.02	$1.0663	$0.1497
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$1,201.43	$0.8939	$0.1502
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$708.85	$1.0905	$0.1492

F) Original Allocation of Assessments to Lots within Phase #1

As shown in Table F-28, the total amount of the Phase #1 Bonds, which represents the total Assessment allocated on all Parcels within Phase #1, is $9,555,000. As shown in Table F-14, there are a total of 330 residential units representing a total of 254.02 estimated original Equivalent Units at the time the assessment was levied against such property for the residential development in Phase #1, resulting in an original Assessment per Equivalent Unit of $37,615.15.

The original Assessment per dwelling unit is calculated as the product of (i) $37,615.15 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the original Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,615.15 (i.e. $37,615.15 × 1.00). The original Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $30,468.27 (i.e. $37,615.15 × 0.81). The original Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $25,578.30 (i.e. $37,615.15 × 0.68). Table F-28 sets forth the original Assessment per dwelling unit for each of the three Lot Types in Phase #1.

Table F-28
Original Assessment Per Unit – Phase #1 Initial Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	43	$37,615.15	1.00	$37,615.15	per dwelling unit	$1,617,451
Lot Type 2 (60 Ft)	122	$37,615.15	0.81	$30,468.27	per dwelling unit	$3,717,129
Lot Type 3 (50 Ft)	165	$37,615.15	0.68	$25,578.30	per dwelling unit	$4,220,420
Total	**330**					**$9,555,000**

The original projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-29.

Table F-29
Original Projected Leverage – Phase #1 Initial Projects

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 (74 Ft)	43	$114,700	$592,000	$37,615.15	3.05	15.74
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$30,468.27	3.05	15.75
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$25,578.30	3.03	15.64

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-30.

Table F-30
Original Estimated Tax Rate Equivalent Per Unit – Phase #1 Initial Projects

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 (74 Ft)	43	$114,700	$592,000	$2,928.53	$2.5532	$0.4947
Lot Type 2 (60 Ft)	122	$93,000	$480,000	$2,372.11	$2.5507	$0.4942
Lot Type 3 (50 Ft)	165	$77,500	$400,000	$1,991.40	$2.5696	$0.4979

As shown in Table F-10, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected leverage calculated based on the estimated finished Lot values and home values for each Lot Type is shown in Table F-31.

Table F-31
Updated Projected Leverage – Phase #1 Initial Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$37,615.15	3.15	19.41
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$30,468.27	3.15	20.68
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$25,578.30	3.13	22.28

As shown in Table F-10, the Lot Type classifications have been updated by the City Council, and subsequently the estimated finished Lot values and home values have been updated. The updated projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-32.

Table F-32
Updated Estimated Tax Rate Equivalent Per Unit – Phase #1 Initial Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)[1]
Lot Type 1 (74 Ft)	43	$118,400	$730,000	$2,928.53	$2.4734	$0.4012
Lot Type 2 (60 Ft)	122	$96,000	$630,000	$2,372.11	$2.4710	$0.3765
Lot Type 3 (50 Ft)	165	$80,000	$570,000	$1,991.40	$2.4893	$0.3494

G) Allocation of Assessments to Lots within Phase #2

As shown in Table F-33 the total amount of the obligation due under the Reimbursement Agreement related to the Phase #2 Improvements, which represents the total Assessment allocated on the Phase #2 Assessed Property, is $5,938,154. As shown in Table F-16, there are anticipated to be a total of 227 residential units representing a total of 143.60 estimated Equivalent Units for the residential development in Phase #2, resulting in an Assessment per Equivalent Unit of $41,352.05.

The Assessment per dwelling unit is calculated as the product of (i) $41,352.05 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,630.36 (i.e. $41,352.05 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $32,668.12 (i.e. $41,352.05 × 0.79). The Assessment for a Lot Type 4 (84 Ft Lot) dwelling unit is $41,352.05 (i.e. $41,352.05 × 1.00). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $24,397.71 (i.e. $41,352.05 × 0.59). Table F-33 sets forth the Assessment per dwelling unit for each of the four Lot Types in Phase #2.

Table F-33
Assessment Per Unit – Phase #2 Improvements

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	20	$41,352.05	0.91	$37,630.36	per dwelling unit	$752,607
Lot Type 2 (60 Ft)	2	$41,352.05	0.79	$32,668.12	per dwelling unit	$65,336
Lot Type 4 (84 Ft)	7	$41,352.05	1.00	$41,352.05	per dwelling unit	$289,464
Lot Type 5 (40 Ft)	198	$41,352.05	0.59	$24,397.71	per dwelling unit	$4,830,746
Total	**227**					**$5,938,154**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-34.

Table F-34
Projected Leverage – Phase #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$37,630.36	3.15	19.40
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$32,668.12	2.94	19.28
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$41,352.05	3.25	19.35
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$24,397.71	2.66	19.47

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-35.

Table F-35
Estimated Tax Rate Equivalent Per Unit – Phase #2 Improvements

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)[1]	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$3,204.44	$2.706	$0.439
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$2,781.87	$2.898	$0.442
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$3,521.36	$2.620	$0.440
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$2,077.60	$3.196	$0.437

The Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-36.

Table F-36
Assessment Per Unit – Phase #2's share of Phases #2-7 Major Improvement Area Assessments

Description	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	20	$15,360.72	$0.91	$13,978.25	per dwelling unit	$279,565
Lot Type 2 (60 Ft)	2	$15,360.72	0.79	$12,134.97	per dwelling unit	$24,270
Lot Type 4 (84 Ft)	7	$15,360.72	1.00	$15,360.72	per dwelling unit	$107,525
Lot Type 5 (40 Ft)	198	$15,360.72	0.59	$9,062.82	per dwelling unit	$1,794,439
Total	**227**					**$2,205,799**

[1]See Table F-25.

The combined Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-37.

Table F-37
Combined Assessment Per Unit – Phases #2 Initial Projects

Description	Planned No. of Units	Phase #2 Improvements Assessment Per Unit[1]	Phase #2's share of Phases #2-7 Major Improvement Area Assessment Per Unit[2]	Phase #2 Projects Assessment Per Unit	Phase #2 Projects Total Assessments
Lot Type 1 (74 Ft)	20	$37,630.36	13,978.25	$51,608.62	$1,032,172
Lot Type 2 (60 Ft)	2	$32,668.12	12,134.97	$44,803.09	$89,606
Lot Type 4 (84 Ft)	7	$41,352.05	15,360.72	$56,712.77	$396,989
Lot Type 5 (40 Ft)	198	$24,397.71	9,062.82	$33,460.53	$6,625,185
Total	**227**				**$8,143,953**

[1]See Table F-33.
[2]See Table F-36.

The combined projected leverage for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-38.

Table F-38
Combined Projected Leverage – Phase #2 Initial Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Phase #2 Projects Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	20	$118,400	$730,000	$51,608.62	2.29	14.14
Lot Type 2 (60 Ft)	2	$96,000	$630,000	$44,803.09	2.14	14.06
Lot Type 4 (84 Ft)	7	$134,400	$800,000	$56,712.77	2.37	14.11
Lot Type 5 (40 Ft)	198	$65,000	$475,000	$33,460.53	1.94	14.20

The combined projected tax rate equivalent for the Phase #2 Assessments (for the Phase #2 Improvements) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #2 are shown in Table F-39.

Table F-39
Combined Estimated Tax Rate Equivalent Per Unit – Phase #2 Initial Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	20	20	$118,400	$730,000	$4,295.93	$3.628
Lot Type 2 (60 Ft)	2	2	$96,000	$630,000	$3,729.43	$3.885
Lot Type 4 (84 Ft)	7	7	$134,400	$800,000	$4,372.96	$3.254
Lot Type 5 (40 Ft)	198	198	$65,000	$475,000	$3,277.04	$5.042

H) Allocation of Assessments to Lots within Phase #3

As shown in Table F-40 the total amount of (i) the obligation due under the Reimbursement Agreement related to the Phase #3 Improvements and (ii) the obligation due under the Reimbursement Agreement related to Phase #3 Additional Projects, which represents the total Assessment to be allocated on the Phase #3 Assessed Property, is $7,708,239. As shown in Table F-17, there are anticipated to be a total of 242 residential units representing a total of 186.26 estimated Equivalent Units for the residential development in Phase #3, resulting in an Assessment per Equivalent Unit of $41,384.30.

The Assessment per dwelling unit is calculated as the product of (i) $41,384.30 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $37,659.71 (i.e. $41,384.30 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $32,693.60 (i.e. $41,384.30 × 0.79). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $29,382.85 (i.e. $41,384.30 × 0.71). Table F-34 sets forth the Assessment per dwelling unit for each of the three Lot Types in Phase #3.

Table F-40
Assessment Per Unit –Phase #3 Improvements and Phase #3 Additional Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	19	$41,384.30	0.91	$37,659.71	per dwelling unit	$715,535
Lot Type 2 (60 Ft)	133	$41,384.30	0.79	$32,693.60	per dwelling unit	$4,348,248
Lot Type 3 (50 Ft)	90	$41,384.30	0.71	$29,382.85	per dwelling unit	$2,644,457
Total	**242**					**$7,708,239**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-41.

Table F-41
Projected Leverage –Phase #3 Improvements and Phase #3 Additional Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	19	$118,400	$730,000	$37,659.71	3.14	19.38
Lot Type 2 (60 Ft)	133	$96,000	$630,000	$32,693.60	2.94	19.27
Lot Type 3 (50 Ft)	90	$80,000	$570,000	$29,382.85	2.72	19.40

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-42.

Table F-42
Estimated Tax Rate Equivalent Per Unit – Phase #3 Improvements and Phase #3 Additional Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	19	$118,400	$730,000	$3,133.86	$2.647	$0.429
Lot Type 2 (60 Ft)	133	$96,000	$630,000	$2,720.60	$2.834	$0.432
Lot Type 3 (50 Ft)	90	$80,000	$570,000	$2,445.10	$3.056	$0.429

The Phases #2-7 Major Improvement Area Assessments allocated to Phase #3 are shown in Table F-43.

Table F-43
Assessment Per Unit – Phase #3's share of Phases #2-7 Major Improvement Area Assessments

Description	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit		Total Assessments
Lot Type 1 (74 Ft)	19	$15,360.72	0.91	$13,978.25	per dwelling unit	$265,587
Lot Type 2 (60 Ft)	133	$15,360.72	0.79	$12,134.97	per dwelling unit	$1,613,951
Lot Type 3 (50 Ft)	90	$15,360.72	0.71	$10,906.11	per dwelling unit	$981,550
Total	**242**					**$2,861,087**

[1]See Table F-25.

The combined Phase #3 Assessments (for the Phase #3 Improvements and Phase #3 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #3 are shown in Table F-44.

Table F-44
Combined Assessment Per Unit – Phase #3 Projects

Description	Planned No. of Units	Phase #3 Improvements Assessment Per Unit[1]	Phase #3's share of Phases #2-7 Major Improvement Area Assessment Per Unit[2]	Phase #3 Projects Assessment Per Unit	Phase #3 Projects Total Assessments
Lot Type 1 (74 Ft)	19	$37,659.71	$13,978.25	$51,637.96	$981,121
Lot Type 2 (60 Ft)	133	$32,693.59	$12,134.97	$44,828.56	$5,962,199
Lot Type 3 (50 Ft)	90	$29,382.85	$10,906.11	$40,288.96	$3,626,006
Total	**242**				**$10,569,326**

[1]See Table F-40.
[2]See Table F-43.

The combined projected leverage for the Phase #3 Assessments (for the Phase #3 Improvements and Phase #3 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #3 are shown in Table F-45.

Table F-45
Combined Projected Leverage – Phase #3 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Phase #3 Projects Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	19	$118,400	$730,000	$51,637.96	2.29	14.14
Lot Type 2 (60 Ft)	133	$96,000	$630,000	$44,828.56	2.14	14.05
Lot Type 3 (50 Ft)	90	$80,000	$570,000	$40,288.96	1.99	14.15

The combined projected tax rate equivalent for the Phase #3 Assessments (for the Phase #3 Improvements and Phase #3 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #3 are shown in Table F-46.

Table F-46
Combined Estimated Tax Rate Equivalent Per Unit – Phase #3 Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	19	$118,400	$730,000	$4,225.35	$3.569	$0.5788
Lot Type 2 (60 Ft)	133	$96,000	$630,000	$3,668.16	$3.821	$0.582
Lot Type 3 (50 Ft)	90	$80,000	$570,000	$3,296.70	$4.121	$0.578

I) Allocation of Assessments to Lots within Phase #4

As shown in Table F-47 the total amount of (i) the obligation due under the Reimbursement Agreement related to the Phase #4 Improvements and (ii) the obligation due under the Reimbursement Agreement related to Phase #4 Additional Projects, which represents the total Assessment to be allocated on the Phase #4 Assessed Property, is $13,973,394. As shown in Table F-18, there are anticipated to be a total of 289 residential units representing a total of 224.11 estimated Equivalent Units for the residential development in Phase #4, resulting in an Assessment per Equivalent Unit of $62,350.60.

The Assessment per dwelling unit is calculated as the product of (i) $62,350.60 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 1 (74 Ft Lot) dwelling unit is $56,739.05 (i.e. $62,350.60 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $49,256.98 (i.e. $62,350.60 × 0.79). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $44,268.93 (i.e. $62,350.60 × 0.71). Table F-47 sets forth the Assessment per dwelling unit for each of the three Lot Types in Phase #4.

Table F-47
Assessment Per Unit –Phase #4 Improvements and Phase #4 Additional Projects

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per unit		Total Assessments
Lot Type 1 (74 Ft)	49	$62,350.60	0.91	$56,739.05	per dwelling unit	$2,780,213
Lot Type 2 (60 Ft)	114	$62,350.60	0.79	$49,256.98	per dwelling unit	$5,615,295
Lot Type 3 (50 Ft)	126	$62,350.60	0.71	$44,268.93	per dwelling unit	$5,577,885
Total	**289**					**$13,973,394**

The projected leverage calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-48.

Table F-48
Projected Leverage –Phase #4 Improvements and Phase #4 Additional Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Assessment Per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	49	$210,000	$951,000	$56,739.05	3.70	16.76
Lot Type 2 (60 Ft)	114	$171,000	$770,000	$49,256.98	3.47	15.63
Lot Type 3 (50 Ft)	126	$142,500	$696,000	$44,268.93	3.22	15.72

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each Lot Type is shown in Table F-49.

Table F-49
Estimated Tax Rate Equivalent Per Unit – Phase #4 Improvements and Phase #4 Additional Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	49	$210,000	$951,000	$4,431.61	$2.1103	$0.4660
Lot Type 2 (60 Ft)	114	$171,000	$770,000	$3,847.22	$2.2498	$0.4996
Lot Type 3 (50 Ft)	126	$142,500	$696,000	$3,457.63	$2.4264	$0.4968

The Phases #2-7 Major Improvement Area Assessments allocated to Phase #4 are shown in Table F-50.

Table F-50
Assessment Per Unit – Phase #4's share of Phases #2-7 Major Improvement Area Assessments

Description	Planned No. of Units	Assessment per Equivalent Unit[1]	Equivalent Unit Factor	Assessment Per Unit	Total Assessments
Lot Type 1 (74 Ft)	49	$15,360.72	0.91	$13,978.25 per dwelling unit	$684,934
Lot Type 2 (60 Ft)	114	$15,360.72	0.79	$12,134.97 per dwelling unit	$1,383,386
Lot Type 3 (50 Ft)	126	$15,360.72	0.71	$10,906.11 per dwelling unit	$1,374,170
Total	**289**				**$3,442,491**

[1]See Table F-25.

The combined Phase #4 Assessments (for the Phase #4 Improvements and Phase #4 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #4 are shown in Table F-51.

Table F-51
Combined Assessment Per Unit – Phase #4 Projects

Description	Planned No. of Units	Phase #4 Improvements Assessment Per Unit[1]	Phase #4's share of Phases #2-7 Major Improvement Area Assessment Per Unit[2]	Phase #4 Projects Assessment Per Unit	Phase #4 Projects Total Assessments
Lot Type 1 (74 Ft)	49	$56,739.05	$13,978.25	$70,717.30	$3,465,148
Lot Type 2 (60 Ft)	114	$49,256.98	$12,134.97	$61,391.94	$6,998,682
Lot Type 3 (50 Ft)	126	$44,268.93	$10,906.11	$55,175.04	$6,952,055
Total	**289**				**$17,415,885**

[1]See Table F-49.
[2]See Table F-50.

The combined projected leverage for the Phase #4 Assessments (for the Phase #4 Improvements and Phase #4 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #4 are shown in Table F-52.

Table F-52
Combined Projected Leverage – Phase #4 Projects

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Phase #4 Projects Assessment per Unit	Leverage (Lot Value)	Leverage (Home Value)
Lot Type 1 (74 Ft)	49	$210,000	$951,000	$70,717.30	2.97	13.45
Lot Type 2 (60 Ft)	114	$171,000	$770,000	$61,391.94	2.79	12.54
Lot Type 3 (50 Ft)	126	$142,500	$696,000	$55,175.04	2.58	12.61

The combined projected tax rate equivalent for the Phase #4 Assessments (for the Phase #4 Improvements and Phase #4 Additional Projects) and the Phases #2-7 Major Improvement Area Assessments allocated to Phase #4 are shown in Table F-53.

Table F-53
Combined Estimated Tax Rate Equivalent Per Unit – Phase #4 Projects

Description	Planned No. of Units	Estimated Finished Lot Value Per Unit	Projected Home Value Per Unit	Projected Average Annual Installment Per Unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 1 (74 Ft)	49	$210,000	$951,000	$5,533.25	$2.6349	$0.5818
Lot Type 2 (60 Ft)	114	$171,000	$770,000	$4,803.59	$2.8091	$0.6238
Lot Type 3 (50 Ft)	126	$142,500	$696,000	$4,317.15	$3.0296	$0.6203

APPENDIX G
PHASES #2-7 MAJOR IMPROVEMENT AREA ASSESSMENT ROLL

Appendix G-1
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**All Parcels**
Assessment	**$13,795,000**
Equivalent Unit (2022 Revised)	**898.07**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$755,430	$0	$0	($755,430)	$0
9/1/20	$0	$822,313	$25,600	$0	($16,000)	$831,913
9/1/21	$220,000	$753,338	$37,000	$68,975	($38,775)	$1,040,538
9/1/22	$230,000	$743,713	$33,000	$67,875	($14,389)	$1,060,199
9/1/23	$240,000	$733,650	$37,000	$66,725	$0	$1,077,375
9/1/24	$250,000	$723,150	$38,643	$65,525	($27,518)	$1,049,800
9/1/25	$265,000	$709,024	$39,416	$64,128	($41,172)	$1,036,396
9/1/26	$280,000	$697,400	$40,204	$62,950	$0	$1,080,554
9/1/27	$290,000	$683,400	$41,008	$61,550	$0	$1,075,958
9/1/28	$310,000	$668,900	$41,828	$60,100	$0	$1,080,828
9/1/29	$325,000	$653,400	$42,665	$58,550	$0	$1,079,615
9/1/30	$345,000	$635,525	$43,518	$56,925	$0	$1,080,968
9/1/31	$360,000	$616,550	$44,388	$55,200	$0	$1,076,138
9/1/32	$385,000	$596,750	$45,276	$53,400	$0	$1,080,426
9/1/33	$405,000	$575,575	$46,182	$51,475	$0	$1,078,232
9/1/34	$430,000	$553,300	$47,105	$49,450	$0	$1,079,855
9/1/35	$455,000	$529,650	$48,047	$47,300	$0	$1,079,997
9/1/36	$480,000	$504,625	$49,008	$45,025	$0	$1,078,658
9/1/37	$510,000	$478,225	$49,989	$42,625	$0	$1,080,839
9/1/38	$535,000	$450,175	$50,988	$40,075	$0	$1,076,238
9/1/39	$570,000	$420,750	$52,008	$37,400	$0	$1,080,158
9/1/40	$600,000	$388,688	$53,048	$34,550	$0	$1,076,286
9/1/41	$640,000	$354,938	$54,109	$31,550	$0	$1,080,597
9/1/42	$675,000	$318,938	$55,191	$28,350	$0	$1,077,479
9/1/43	$715,000	$280,969	$56,295	$24,975	$0	$1,077,239
9/1/44	$760,000	$240,750	$57,421	$21,400	$0	$1,079,571
9/1/45	$805,000	$198,000	$58,570	$17,600	$0	$1,079,170
9/1/46	$850,000	$152,719	$59,741	$13,575	$0	$1,076,035
9/1/47	$905,000	$104,906	$60,936	$9,325	$0	$1,080,167
9/1/48	$960,000	$54,000	$62,155	$4,800	$0	$1,080,955
Total	**$13,795,000**	**$15,398,749**	**$1,370,341**	**$1,241,378**	**($893,284)**	**$30,912,185**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-2
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$13,978.25**
Equivalent Unit (2022 Revised)	**0.91**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$765	$0	$0	($765)	$0
9/1/20	$0	$833	$26	$0	($16)	$843
9/1/21	$223	$763	$37	$70	($39)	$1,054
9/1/22	$233	$754	$33	$69	($15)	$1,074
9/1/23	$243	$743	$37	$68	$0	$1,092
9/1/24	$253	$733	$39	$66	($28)	$1,064
9/1/25	$269	$718	$40	$65	($42)	$1,050
9/1/26	$284	$707	$41	$64	$0	$1,095
9/1/27	$294	$692	$42	$62	$0	$1,090
9/1/28	$314	$678	$42	$61	$0	$1,095
9/1/29	$329	$662	$43	$59	$0	$1,094
9/1/30	$350	$644	$44	$58	$0	$1,095
9/1/31	$365	$625	$45	$56	$0	$1,090
9/1/32	$390	$605	$46	$54	$0	$1,095
9/1/33	$410	$583	$47	$52	$0	$1,093
9/1/34	$436	$561	$48	$50	$0	$1,094
9/1/35	$461	$537	$49	$48	$0	$1,094
9/1/36	$486	$511	$50	$46	$0	$1,093
9/1/37	$517	$485	$51	$43	$0	$1,095
9/1/38	$542	$456	$52	$41	$0	$1,091
9/1/39	$578	$426	$53	$38	$0	$1,095
9/1/40	$608	$394	$54	$35	$0	$1,091
9/1/41	$649	$360	$55	$32	$0	$1,095
9/1/42	$684	$323	$56	$29	$0	$1,092
9/1/43	$724	$285	$57	$25	$0	$1,092
9/1/44	$770	$244	$58	$22	$0	$1,094
9/1/45	$816	$201	$59	$18	$0	$1,094
9/1/46	$861	$155	$61	$14	$0	$1,090
9/1/47	$917	$106	$62	$9	$0	$1,095
9/1/48	$973	$55	$63	$5	$0	$1,095
Total	**$13,978**	**$15,603**	**$1,389**	**$1,258**	**($905)**	**$31,323**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-3
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$12,134.97**
Equivalent Unit (2022 Revised)	**0.79**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$665	$0	$0	($665)	$0
9/1/20	$0	$723	$23	$0	($14)	$732
9/1/21	$194	$663	$33	$61	($34)	$915
9/1/22	$202	$654	$29	$60	($13)	$933
9/1/23	$211	$645	$33	$59	$0	$948
9/1/24	$220	$636	$34	$58	($24)	$923
9/1/25	$233	$624	$35	$56	($36)	$912
9/1/26	$246	$613	$35	$55	$0	$951
9/1/27	$255	$601	$36	$54	$0	$946
9/1/28	$273	$588	$37	$53	$0	$951
9/1/29	$286	$575	$38	$52	$0	$950
9/1/30	$303	$559	$38	$50	$0	$951
9/1/31	$317	$542	$39	$49	$0	$947
9/1/32	$339	$525	$40	$47	$0	$950
9/1/33	$356	$506	$41	$45	$0	$948
9/1/34	$378	$487	$41	$43	$0	$950
9/1/35	$400	$466	$42	$42	$0	$950
9/1/36	$422	$444	$43	$40	$0	$949
9/1/37	$449	$421	$44	$37	$0	$951
9/1/38	$471	$396	$45	$35	$0	$947
9/1/39	$501	$370	$46	$33	$0	$950
9/1/40	$528	$342	$47	$30	$0	$947
9/1/41	$563	$312	$48	$28	$0	$951
9/1/42	$594	$281	$49	$25	$0	$948
9/1/43	$629	$247	$50	$22	$0	$948
9/1/44	$669	$212	$51	$19	$0	$950
9/1/45	$708	$174	$52	$15	$0	$949
9/1/46	$748	$134	$53	$12	$0	$947
9/1/47	$796	$92	$54	$8	$0	$950
9/1/48	$844	$48	$55	$4	$0	$951
Total	**$12,135**	**$13,546**	**$1,205**	**$1,092**	**($786)**	**$27,192**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-4
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$10,906.11**
Equivalent Unit (2022 Revised)	**0.71**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$597	$0	$0	($597)	$0
9/1/20	$0	$650	$20	$0	($13)	$658
9/1/21	$174	$596	$29	$55	($31)	$823
9/1/22	$182	$588	$26	$54	($11)	$838
9/1/23	$190	$580	$29	$53	$0	$852
9/1/24	$198	$572	$31	$52	($22)	$830
9/1/25	$210	$561	$31	$51	($33)	$819
9/1/26	$221	$551	$32	$50	$0	$854
9/1/27	$229	$540	$32	$49	$0	$851
9/1/28	$245	$529	$33	$48	$0	$854
9/1/29	$257	$517	$34	$46	$0	$854
9/1/30	$273	$502	$34	$45	$0	$855
9/1/31	$285	$487	$35	$44	$0	$851
9/1/32	$304	$472	$36	$42	$0	$854
9/1/33	$320	$455	$37	$41	$0	$852
9/1/34	$340	$437	$37	$39	$0	$854
9/1/35	$360	$419	$38	$37	$0	$854
9/1/36	$379	$399	$39	$36	$0	$853
9/1/37	$403	$378	$40	$34	$0	$854
9/1/38	$423	$356	$40	$32	$0	$851
9/1/39	$451	$333	$41	$30	$0	$854
9/1/40	$474	$307	$42	$27	$0	$851
9/1/41	$506	$281	$43	$25	$0	$854
9/1/42	$534	$252	$44	$22	$0	$852
9/1/43	$565	$222	$45	$20	$0	$852
9/1/44	$601	$190	$45	$17	$0	$853
9/1/45	$636	$157	$46	$14	$0	$853
9/1/46	$672	$121	$47	$11	$0	$851
9/1/47	$715	$83	$48	$7	$0	$854
9/1/48	$759	$43	$49	$4	$0	$855
Total	**$10,906**	**$12,174**	**$1,083**	**$981**	**($706)**	**$24,439**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-5
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$15,360.72**
Equivalent Unit (2022 Revised)	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$841	$0	$0	($841)	$0
9/1/20	$0	$916	$29	$0	($18)	$926
9/1/21	$245	$839	$41	$77	($43)	$1,159
9/1/22	$256	$828	$37	$76	($16)	$1,181
9/1/23	$267	$817	$41	$74	$0	$1,200
9/1/24	$278	$805	$43	$73	($31)	$1,169
9/1/25	$295	$789	$44	$71	($46)	$1,154
9/1/26	$312	$777	$45	$70	$0	$1,203
9/1/27	$323	$761	$46	$69	$0	$1,198
9/1/28	$345	$745	$47	$67	$0	$1,204
9/1/29	$362	$728	$48	$65	$0	$1,202
9/1/30	$384	$708	$48	$63	$0	$1,204
9/1/31	$401	$687	$49	$61	$0	$1,198
9/1/32	$429	$664	$50	$59	$0	$1,203
9/1/33	$451	$641	$51	$57	$0	$1,201
9/1/34	$479	$616	$52	$55	$0	$1,202
9/1/35	$507	$590	$54	$53	$0	$1,203
9/1/36	$534	$562	$55	$50	$0	$1,201
9/1/37	$568	$533	$56	$47	$0	$1,204
9/1/38	$596	$501	$57	$45	$0	$1,198
9/1/39	$635	$469	$58	$42	$0	$1,203
9/1/40	$668	$433	$59	$38	$0	$1,198
9/1/41	$713	$395	$60	$35	$0	$1,203
9/1/42	$752	$355	$61	$32	$0	$1,200
9/1/43	$796	$313	$63	$28	$0	$1,200
9/1/44	$846	$268	$64	$24	$0	$1,202
9/1/45	$896	$220	$65	$20	$0	$1,202
9/1/46	$946	$170	$67	$15	$0	$1,198
9/1/47	$1,008	$117	$68	$10	$0	$1,203
9/1/48	$1,069	$60	$69	$5	$0	$1,204
Total	**$15,361**	**$17,146**	**$1,526**	**$1,382**	**($995)**	**$34,421**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-6
Phases #2-7 Major Improvement Area Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$9,062.82**
Equivalent Unit (2022 Revised)	**0.59**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$496	$0	$0	($496)	$0
9/1/20	$0	$540	$17	$0	($11)	$547
9/1/21	$145	$495	$24	$45	($25)	$684
9/1/22	$151	$489	$22	$45	($9)	$697
9/1/23	$158	$482	$24	$44	$0	$708
9/1/24	$164	$475	$25	$43	($18)	$690
9/1/25	$174	$466	$26	$42	($27)	$681
9/1/26	$184	$458	$26	$41	$0	$710
9/1/27	$191	$449	$27	$40	$0	$707
9/1/28	$204	$439	$27	$39	$0	$710
9/1/29	$214	$429	$28	$38	$0	$709
9/1/30	$227	$418	$29	$37	$0	$710
9/1/31	$237	$405	$29	$36	$0	$707
9/1/32	$253	$392	$30	$35	$0	$710
9/1/33	$266	$378	$30	$34	$0	$708
9/1/34	$282	$363	$31	$32	$0	$709
9/1/35	$299	$348	$32	$31	$0	$710
9/1/36	$315	$332	$32	$30	$0	$709
9/1/37	$335	$314	$33	$28	$0	$710
9/1/38	$351	$296	$33	$26	$0	$707
9/1/39	$374	$276	$34	$25	$0	$710
9/1/40	$394	$255	$35	$23	$0	$707
9/1/41	$420	$233	$36	$21	$0	$710
9/1/42	$443	$210	$36	$19	$0	$708
9/1/43	$470	$185	$37	$16	$0	$708
9/1/44	$499	$158	$38	$14	$0	$709
9/1/45	$529	$130	$38	$12	$0	$709
9/1/46	$558	$100	$39	$9	$0	$707
9/1/47	$595	$69	$40	$6	$0	$710
9/1/48	$631	$35	$41	$3	$0	$710
Total	**$9,063**	**$10,116**	**$900**	**$816**	**($587)**	**$20,308**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phases #2-7 Major Improvement Area Bonds. Interest is calculated using an interest rate of 4.375% in years 1 through 5 (2019-2023), 5.00% in years 6 through 10 (2024 through 2028), 5.50% in years 11 through 20 (2029-2038) and 5.625% in years 21 through 30 (2039-2048).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
961613	Various	Various	195.82	$3,007,862.84
2707966	Various	Various	372.39	$5,720,250.73
2865638	40	5	0.59	$9,062.82
2865639	40	5	0.59	$9,062.82
2865640	40	5	0.59	$9,062.82
2865641	40	5	0.59	$9,062.82
2865642	40	5	0.59	$9,062.82
2865643	40	5	0.59	$9,062.82
2865644	40	5	0.59	$9,062.82
2865645	40	5	0.59	$9,062.82
2865646	40	5	0.59	$9,062.82
2865647	40	5	0.59	$9,062.82
2865648	40	5	0.59	$9,062.82
2865649	40	5	0.59	$9,062.82
2865650	40	5	0.59	$9,062.82
2865651	40	5	0.59	$9,062.82
2865652	40	5	0.59	$9,062.82
2865653	40	5	0.59	$9,062.82
2865654	40	5	0.59	$9,062.82
2865655	40	5	0.59	$9,062.82
2865656	40	5	0.59	$9,062.82
2865657	40	5	0.59	$9,062.82
2865658	40	5	0.59	$9,062.82
2865659	40	5	0.59	$9,062.82
2865660	40	5	0.59	$9,062.82
2865661	40	5	0.59	$9,062.82
2865662	40	5	0.59	$9,062.82
2865663	40	5	0.59	$9,062.82
2865664	40	5	0.59	$9,062.82
2865665	40	5	0.59	$9,062.82
2865666	40	5	0.59	$9,062.82
2865667	40	5	0.59	$9,062.82
2865668	40	5	0.59	$9,062.82
2865669	40	5	0.59	$9,062.82
2865670	40	5	0.59	$9,062.82
2865671	40	5	0.59	$9,062.82
2865672	40	5	0.59	$9,062.82
2865673	40	5	0.59	$9,062.82
2865674	40	5	0.59	$9,062.82
2865675	40	5	0.59	$9,062.82
2865676	40	5	0.59	$9,062.82
2865677	40	5	0.59	$9,062.82
2865678	40	5	0.59	$9,062.82
2865679	40	5	0.59	$9,062.82
2865681	40	5	0.59	$9,062.82
2865682	40	5	0.59	$9,062.82
2865683	40	5	0.59	$9,062.82
2865684	40	5	0.59	$9,062.82
2865685	40	5	0.59	$9,062.82
2865686	40	5	0.59	$9,062.82
2865687	0	Open Space	0.00	$0.00
2865688	0	Open Space	0.00	$0.00
2865689	0	Open Space	0.00	$0.00
2865690	0	Open Space	0.00	$0.00
2865691	0	Open Space	0.00	$0.00
2865692	0	Open Space	0.00	$0.00
2865693	0	Open Space	0.00	$0.00
2865694	0	Open Space	0.00	$0.00
2865695	0	Open Space	0.00	$0.00
2865696	0	Open Space	0.00	$0.00
2865697	0	Open Space	0.00	$0.00
2865698	0	Open Space	0.00	$0.00
2865699	0	Open Space	0.00	$0.00
2865700	0	Open Space	0.00	$0.00
2865701	0	Open Space	0.00	$0.00
2865702	0	Open Space	0.00	$0.00
2865703	0	Open Space	0.00	$0.00
2865704	0	Open Space	0.00	$0.00
2865705	0	Open Space	0.00	$0.00
2865706	0	Open Space	0.00	$0.00
2865707	0	Open Space	0.00	$0.00
2865708	60	2	0.79	$12,134.97

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2865709	60	2	0.79	$12,134.97
2865710	84	4	1.00	$15,360.72
2865711	84	4	1.00	$15,360.72
2865712	84	4	1.00	$15,360.72
2865713	84	4	1.00	$15,360.72
2865714	84	4	1.00	$15,360.72
2865715	84	4	1.00	$15,360.72
2865718	74	1	0.91	$13,978.25
2865719	74	1	0.91	$13,978.25
2865720	74	1	0.91	$13,978.25
2865721	74	1	0.91	$13,978.25
2865722	74	1	0.91	$13,978.25
2865723	74	1	0.91	$13,978.25
2865724	74	1	0.91	$13,978.25
2865725	74	1	0.91	$13,978.25
2865726	84	1	1.00	$15,360.72
2865727	74	1	0.91	$13,978.25
2865728	74	1	0.91	$13,978.25
2865729	74	1	0.91	$13,978.25
2865730	74	1	0.91	$13,978.25
2865731	74	1	0.91	$13,978.25
2865732	74	1	0.91	$13,978.25
2865733	74	1	0.91	$13,978.25
2865734	74	1	0.91	$13,978.25
2865735	74	1	0.91	$13,978.25
2865736	74	1	0.91	$13,978.25
2865737	74	1	0.91	$13,978.25
2865738	74	1	0.91	$13,978.25
2865739	40	5	0.59	$9,062.82
2865742	40	5	0.59	$9,062.82
2865743	40	5	0.59	$9,062.82
2865744	40	5	0.59	$9,062.82
2865745	40	5	0.59	$9,062.82
2865746	40	5	0.59	$9,062.82
2865747	40	5	0.59	$9,062.82
2865748	40	5	0.59	$9,062.82
2865749	40	5	0.59	$9,062.82
2865750	40	5	0.59	$9,062.82
2865751	40	5	0.59	$9,062.82
2865752	40	5	0.59	$9,062.82
2865753	40	5	0.59	$9,062.82
2865754	40	5	0.59	$9,062.82
2865755	40	5	0.59	$9,062.82
2865756	40	5	0.59	$9,062.82
2865757	40	5	0.59	$9,062.82
2865758	40	5	0.59	$9,062.82
2865759	40	5	0.59	$9,062.82
2865760	40	5	0.59	$9,062.82
2865761	40	5	0.59	$9,062.82
2865762	40	5	0.59	$9,062.82
2865763	40	5	0.59	$9,062.82
2865764	40	5	0.59	$9,062.82
2865765	40	5	0.59	$9,062.82
2865766	40	5	0.59	$9,062.82
2865767	40	5	0.59	$9,062.82
2865768	40	5	0.59	$9,062.82
2865769	40	5	0.59	$9,062.82
2865770	40	5	0.59	$9,062.82
2865771	40	5	0.59	$9,062.82
2865772	40	5	0.59	$9,062.82
2865773	40	5	0.59	$9,062.82
2865774	40	5	0.59	$9,062.82
2865775	40	5	0.59	$9,062.82
2865776	40	5	0.59	$9,062.82
2865777	40	5	0.59	$9,062.82
2865778	40	5	0.59	$9,062.82
2865779	40	5	0.59	$9,062.82
2865780	40	5	0.59	$9,062.82
2865781	40	5	0.59	$9,062.82
2865782	40	5	0.59	$9,062.82
2865783	40	5	0.59	$9,062.82
2865784	40	5	0.59	$9,062.82

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2865785	40	5	0.59	$9,062.82
2865786	40	5	0.59	$9,062.82
2865787	40	5	0.59	$9,062.82
2865788	40	5	0.59	$9,062.82
2865789	40	5	0.59	$9,062.82
2865790	40	5	0.59	$9,062.82
2865791	40	5	0.59	$9,062.82
2865792	40	5	0.59	$9,062.82
2865793	40	5	0.59	$9,062.82
2865794	40	5	0.59	$9,062.82
2865795	40	5	0.59	$9,062.82
2865796	40	5	0.59	$9,062.82
2865797	40	5	0.59	$9,062.82
2865798	40	5	0.59	$9,062.82
2865799	40	5	0.59	$9,062.82
2865800	40	5	0.59	$9,062.82
2865801	40	5	0.59	$9,062.82
2865802	40	5	0.59	$9,062.82
2865803	40	5	0.59	$9,062.82
2865804	40	5	0.59	$9,062.82
2865805	40	5	0.59	$9,062.82
2865806	40	5	0.59	$9,062.82
2865807	40	5	0.59	$9,062.82
2865808	40	5	0.59	$9,062.82
2865809	40	5	0.59	$9,062.82
2865810	40	5	0.59	$9,062.82
2865811	40	5	0.59	$9,062.82
2865812	40	5	0.59	$9,062.82
2865813	40	5	0.59	$9,062.82
2865814	40	5	0.59	$9,062.82
2865815	40	5	0.59	$9,062.82
2865816	40	5	0.59	$9,062.82
2865817	40	5	0.59	$9,062.82
2865818	40	5	0.59	$9,062.82
2865819	40	5	0.59	$9,062.82
2865820	40	5	0.59	$9,062.82
2865821	40	5	0.59	$9,062.82
2865822	40	5	0.59	$9,062.82
2865823	40	5	0.59	$9,062.82
2865824	40	5	0.59	$9,062.82
2865825	40	5	0.59	$9,062.82
2865826	40	5	0.59	$9,062.82
2865827	40	5	0.59	$9,062.82
2865828	40	5	0.59	$9,062.82
2865829	40	5	0.59	$9,062.82
2865830	40	5	0.59	$9,062.82
2865831	40	5	0.59	$9,062.82
2865832	40	5	0.59	$9,062.82
2865833	40	5	0.59	$9,062.82
2865834	40	5	0.59	$9,062.82
2865835	40	5	0.59	$9,062.82
2865836	40	5	0.59	$9,062.82
2865887	40	5	0.59	$9,062.82
2865888	40	5	0.59	$9,062.82
2865889	40	5	0.59	$9,062.82
2865890	40	5	0.59	$9,062.82
2865891	40	5	0.59	$9,062.82
2865892	40	5	0.59	$9,062.82
2865893	40	5	0.59	$9,062.82
2865894	40	5	0.59	$9,062.82
2865895	40	5	0.59	$9,062.82
2865896	40	5	0.59	$9,062.82
2865897	40	5	0.59	$9,062.82
2865898	40	5	0.59	$9,062.82
2865899	40	5	0.59	$9,062.82
2865900	40	5	0.59	$9,062.82
2865901	40	5	0.59	$9,062.82
2865902	40	5	0.59	$9,062.82
2865903	40	5	0.59	$9,062.82
2865904	40	5	0.59	$9,062.82
2865905	40	5	0.59	$9,062.82
2865906	40	5	0.59	$9,062.82

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2865907	40	5	0.59	$9,062.82
2865908	40	5	0.59	$9,062.82
2865909	40	5	0.59	$9,062.82
2865910	40	5	0.59	$9,062.82
2865911	40	5	0.59	$9,062.82
2865912	40	5	0.59	$9,062.82
2865913	40	5	0.59	$9,062.82
2865914	40	5	0.59	$9,062.82
2865915	40	5	0.59	$9,062.82
2865916	40	5	0.59	$9,062.82
2865917	40	5	0.59	$9,062.82
2865918	40	5	0.59	$9,062.82
2865919	40	5	0.59	$9,062.82
2865920	40	5	0.59	$9,062.82
2865921	40	5	0.59	$9,062.82
2865922	40	5	0.59	$9,062.82
2865923	40	5	0.59	$9,062.82
2865924	40	5	0.59	$9,062.82
2865925	40	5	0.59	$9,062.82
2865926	40	5	0.59	$9,062.82
2865927	40	5	0.59	$9,062.82
2865928	40	5	0.59	$9,062.82
2865929	40	5	0.59	$9,062.82
2865930	40	5	0.59	$9,062.82
2865931	40	5	0.59	$9,062.82
2865932	40	5	0.59	$9,062.82
2865933	40	5	0.59	$9,062.82
2865934	40	5	0.59	$9,062.82
2865935	40	5	0.59	$9,062.82
2865936	40	5	0.59	$9,062.82
2865937	40	5	0.59	$9,062.82
2865938	40	5	0.59	$9,062.82
2865939	40	5	0.59	$9,062.82
2865940	40	5	0.59	$9,062.82
2878901	50	3	0.71	$10,906.11
2878904	50	3	0.71	$10,906.11
2878906	50	3	0.71	$10,906.11
2878907	50	3	0.71	$10,906.11
2878908	50	3	0.71	$10,906.11
2878909	50	3	0.71	$10,906.11
2878910	50	3	0.71	$10,906.11
2878911	50	3	0.71	$10,906.11
2878912	50	3	0.71	$10,906.11
2878913	50	3	0.71	$10,906.11
2878914	50	3	0.71	$10,906.11
2878915	50	3	0.71	$10,906.11
2878917	50	3	0.71	$10,906.11
2878918	50	3	0.71	$10,906.11
2878919	50	3	0.71	$10,906.11
2878920	50	3	0.71	$10,906.11
2878921	50	3	0.71	$10,906.11
2878922	50	3	0.71	$10,906.11
2878923	50	3	0.71	$10,906.11
2878924	50	3	0.71	$10,906.11
2878925	50	3	0.71	$10,906.11
2878926	50	3	0.71	$10,906.11
2878927	50	3	0.71	$10,906.11
2878928	50	3	0.71	$10,906.11
2878929	50	3	0.71	$10,906.11
2878930	50	3	0.71	$10,906.11
2878931	50	3	0.71	$10,906.11
2878932	50	3	0.71	$10,906.11
2878933	50	3	0.71	$10,906.11
2878934	50	3	0.71	$10,906.11
2878935	50	3	0.71	$10,906.11
2878936	0	Open Space	0.00	$0.00
2878937	50	3	0.71	$10,906.11
2878939	50	3	0.71	$10,906.11
2878940	50	3	0.71	$10,906.11
2878941	50	3	0.71	$10,906.11
2878942	50	3	0.71	$10,906.11
2878943	50	3	0.71	$10,906.11

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2878944	50	3	0.71	$10,906.11
2878945	50	3	0.71	$10,906.11
2878946	50	3	0.71	$10,906.11
2878947	50	3	0.71	$10,906.11
2878948	50	3	0.71	$10,906.11
2878949	50	3	0.71	$10,906.11
2878950	50	3	0.71	$10,906.11
2878951	50	3	0.71	$10,906.11
2878952	50	3	0.71	$10,906.11
2878953	50	3	0.71	$10,906.11
2878954	50	3	0.71	$10,906.11
2878955	50	3	0.71	$10,906.11
2878956	50	3	0.71	$10,906.11
2878957	50	3	0.71	$10,906.11
2878958	50	3	0.71	$10,906.11
2878959	50	3	0.71	$10,906.11
2878960	50	3	0.71	$10,906.11
2878961	50	3	0.71	$10,906.11
2878962	50	3	0.71	$10,906.11
2878963	50	3	0.71	$10,906.11
2878964	0	Open Space	0.00	$0.00
2878965	74	1	0.91	$13,978.25
2878967	74	1	0.91	$13,978.25
2878968	74	1	0.91	$13,978.25
2878969	74	1	0.91	$13,978.25
2878970	74	1	0.91	$13,978.25
2878971	74	1	0.91	$13,978.25
2878972	74	1	0.91	$13,978.25
2878973	74	1	0.91	$13,978.25
2878974	74	1	0.91	$13,978.25
2878977	74	1	0.91	$13,978.25
2878978	74	1	0.91	$13,978.25
2878979	60	2	0.79	$12,134.97
2878980	60	2	0.79	$12,134.97
2878981	60	2	0.79	$12,134.97
2878982	60	2	0.79	$12,134.97
2878983	60	2	0.79	$12,134.97
2878984	60	2	0.79	$12,134.97
2878985	60	2	0.79	$12,134.97
2878986	60	2	0.79	$12,134.97
2878987	60	2	0.79	$12,134.97
2878988	60	2	0.79	$12,134.97
2878989	60	2	0.79	$12,134.97
2878990	60	2	0.79	$12,134.97
2878991	60	2	0.79	$12,134.97
2878992	60	2	0.79	$12,134.97
2878993	60	2	0.79	$12,134.97
2878994	60	2	0.79	$12,134.97
2878995	60	2	0.79	$12,134.97
2878996	60	2	0.79	$12,134.97
2878997	60	2	0.79	$12,134.97
2878998	60	2	0.79	$12,134.97
2878999	60	2	0.79	$12,134.97
2879000	60	2	0.79	$12,134.97
2879001	60	2	0.79	$12,134.97
2879002	60	2	0.79	$12,134.97
2879003	60	2	0.79	$12,134.97
2879004	60	2	0.79	$12,134.97
2879005	60	2	0.79	$12,134.97
2879006	60	2	0.79	$12,134.97
2879007	60	2	0.79	$12,134.97
2879008	60	2	0.79	$12,134.97
2879009	60	2	0.79	$12,134.97
2879010	60	2	0.79	$12,134.97
2879011	0	Open Space	0.00	$0.00
2879014	0	Open Space	0.00	$0.00
2879015	0	Open Space	0.00	$0.00
2879016	0	Open Space	0.00	$0.00
2879017	0	Open Space	0.00	$0.00
2879018	60	2	0.79	$12,134.97
2879020	60	2	0.79	$12,134.97
2879021	60	2	0.79	$12,134.97

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2879022	60	2	0.79	$12,134.97
2879023	60	2	0.79	$12,134.97
2879024	60	2	0.79	$12,134.97
2879025	60	2	0.79	$12,134.97
2879026	60	2	0.79	$12,134.97
2879027	60	2	0.79	$12,134.97
2879028	60	2	0.79	$12,134.97
2879029	60	2	0.79	$12,134.97
2879030	60	2	0.79	$12,134.97
2879031	60	2	0.79	$12,134.97
2879032	60	2	0.79	$12,134.97
2879033	60	2	0.79	$12,134.97
2879034	60	2	0.79	$12,134.97
2879035	60	2	0.79	$12,134.97
2879037	60	2	0.79	$12,134.97
2879038	60	2	0.79	$12,134.97
2879039	60	2	0.79	$12,134.97
2879040	60	2	0.79	$12,134.97
2879041	60	2	0.79	$12,134.97
2879042	60	2	0.79	$12,134.97
2879043	60	2	0.79	$12,134.97
2879044	60	2	0.79	$12,134.97
2879045	60	2	0.79	$12,134.97
2879046	60	2	0.79	$12,134.97
2879047	60	2	0.79	$12,134.97
2879048	60	2	0.79	$12,134.97
2879049	60	2	0.79	$12,134.97
2879050	60	2	0.79	$12,134.97
2879051	60	2	0.79	$12,134.97
2879052	60	2	0.79	$12,134.97
2879053	0	Open Space	0.00	$0.00
2879054	60	2	0.79	$12,134.97
2879056	60	2	0.79	$12,134.97
2879057	60	2	0.79	$12,134.97
2879058	60	2	0.79	$12,134.97
2879059	60	2	0.79	$12,134.97
2879060	60	2	0.79	$12,134.97
2879061	60	2	0.79	$12,134.97
2879062	60	2	0.79	$12,134.97
2879063	60	2	0.79	$12,134.97
2879064	60	2	0.79	$12,134.97
2879065	60	2	0.79	$12,134.97
2879066	60	2	0.79	$12,134.97
2879067	60	2	0.79	$12,134.97
2879068	60	2	0.79	$12,134.97
2879069	60	2	0.79	$12,134.97
2879070	60	2	0.79	$12,134.97
2879071	60	2	0.79	$12,134.97
2879072	60	2	0.79	$12,134.97
2879073	0	Open Space	0.00	$0.00
2879074	0	Open Space	0.00	$0.00
2879075	74	1	0.91	$13,978.25
2879078	74	1	0.91	$13,978.25
2879079	74	1	0.91	$13,978.25
2879080	74	1	0.91	$13,978.25
2879081	74	1	0.91	$13,978.25
2879082	74	1	0.91	$13,978.25
2879083	74	1	0.91	$13,978.25
2879084	74	1	0.91	$13,978.25
2879085	60	2	0.79	$12,134.97
2879087	60	2	0.79	$12,134.97
2879088	60	2	0.79	$12,134.97
2879089	60	2	0.79	$12,134.97
2879090	60	2	0.79	$12,134.97
2879091	60	2	0.79	$12,134.97
2879092	60	2	0.79	$12,134.97
2879093	60	2	0.79	$12,134.97
2879094	60	2	0.79	$12,134.97
2879095	60	2	0.79	$12,134.97
2879096	60	2	0.79	$12,134.97
2879097	60	2	0.79	$12,134.97
2879098	60	2	0.79	$12,134.97

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2879099	60	2	0.79	$12,134.97
2879100	60	2	0.79	$12,134.97
2879101	60	2	0.79	$12,134.97
2879102	60	2	0.79	$12,134.97
2879103	60	2	0.79	$12,134.97
2879104	60	2	0.79	$12,134.97
2879105	60	2	0.79	$12,134.97
2879106	60	2	0.79	$12,134.97
2879107	60	2	0.79	$12,134.97
2879108	60	2	0.79	$12,134.97
2879109	60	2	0.79	$12,134.97
2879110	60	2	0.79	$12,134.97
2879111	60	2	0.79	$12,134.97
2879112	60	2	0.79	$12,134.97
2879113	60	2	0.79	$12,134.97
2879114	60	2	0.79	$12,134.97
2879115	60	2	0.79	$12,134.97
2879116	60	2	0.79	$12,134.97
2879117	60	2	0.79	$12,134.97
2879118	60	2	0.79	$12,134.97
2879119	60	2	0.79	$12,134.97
2879120	60	2	0.79	$12,134.97
2879121	60	2	0.79	$12,134.97
2879122	60	2	0.79	$12,134.97
2879123	60	2	0.79	$12,134.97
2879124	0	Open Space	0.00	$0.00
2879125	0	Open Space	0.00	$0.00
2879126	60	2	0.79	$12,134.97
2879127	60	2	0.79	$12,134.97
2879128	60	2	0.79	$12,134.97
2879129	60	2	0.79	$12,134.97
2879130	60	2	0.79	$12,134.97
2879132	60	2	0.79	$12,134.97
2879133	60	2	0.79	$12,134.97
2879134	60	2	0.79	$12,134.97
2879135	60	2	0.79	$12,134.97
2879136	60	2	0.79	$12,134.97
2879137	60	2	0.79	$12,134.97
2879138	60	2	0.79	$12,134.97
2879139	0	Open Space	0.00	$0.00
2879140	50	3	0.71	$10,906.11
2879141	50	3	0.71	$10,906.11
2879142	50	3	0.71	$10,906.11
2879143	50	3	0.71	$10,906.11
2879144	50	3	0.71	$10,906.11
2879145	50	3	0.71	$10,906.11
2879146	50	3	0.71	$10,906.11
2879147	50	3	0.71	$10,906.11
2879148	50	3	0.71	$10,906.11
2879149	50	3	0.71	$10,906.11
2879150	50	3	0.71	$10,906.11
2879151	50	3	0.71	$10,906.11
2879152	50	3	0.71	$10,906.11
2879153	50	3	0.71	$10,906.11
2879154	50	3	0.71	$10,906.11
2879155	50	3	0.71	$10,906.11
2879156	50	3	0.71	$10,906.11
2879157	50	3	0.71	$10,906.11
2879158	50	3	0.71	$10,906.11
2879159	50	3	0.71	$10,906.11
2879160	50	3	0.71	$10,906.11
2879161	50	3	0.71	$10,906.11
2879162	50	3	0.71	$10,906.11
2879163	50	3	0.71	$10,906.11
2879164	50	3	0.71	$10,906.11
2879165	50	3	0.71	$10,906.11
2879166	50	3	0.71	$10,906.11
2879167	50	3	0.71	$10,906.11
2879168	50	3	0.71	$10,906.11
2879169	50	3	0.71	$10,906.11
2879170	50	3	0.71	$10,906.11
2879171	50	3	0.71	$10,906.11

Appendix G-3
Assessment Roll Summary - Phases #2-7

Parcel	Lot Size	Lot Type	Equivalent Units	Assessment
2879172	50	3	0.71	$10,906.11
2879173	0	Open Space	0.00	$0.00
			898.07	**$13,795,000**

APPENDIX H
PHASE #1 ASSESSMENT ROLL

Appendix H-1
Phase #1 Assessment Roll

Parcel	**All Parcels**
Assessment	**$9,555,000**
Equivalent Units (Original)	**254.02**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$486,053	$0	$0	($486,053)	$0
9/1/20	$0	$532,481	$31,600	$47,775	($11,000)	$600,856
9/1/21	$175,000	$484,706	$42,000	$47,775	($31,272)	$718,209
9/1/22	$180,000	$477,488	$39,000	$46,900	($10,599)	$732,789
9/1/23	$190,000	$468,176	$37,000	$45,815	$0	$740,991
9/1/24	$200,000	$455,352	$38,643	$44,380	($18,423)	$719,952
9/1/25	$200,000	$444,094	$39,416	$43,186	($12,316)	$714,380
9/1/26	$215,000	$443,494	$40,204	$43,025	$0	$741,723
9/1/27	$230,000	$433,550	$41,008	$41,950	$0	$746,508
9/1/28	$240,000	$422,913	$41,828	$40,800	$0	$745,541
9/1/29	$250,000	$411,813	$42,665	$39,600	$0	$744,077
9/1/30	$265,000	$399,000	$43,518	$38,350	$0	$745,868
9/1/31	$275,000	$385,419	$44,388	$37,025	$0	$741,832
9/1/32	$290,000	$371,325	$45,276	$35,650	$0	$742,251
9/1/33	$305,000	$356,463	$46,182	$34,200	$0	$741,844
9/1/34	$325,000	$340,831	$47,105	$32,675	$0	$745,612
9/1/35	$340,000	$324,175	$48,047	$31,050	$0	$743,272
9/1/36	$360,000	$306,750	$49,008	$29,350	$0	$745,108
9/1/37	$380,000	$288,300	$49,989	$27,550	$0	$745,839
9/1/38	$400,000	$268,825	$50,988	$25,650	$0	$745,463
9/1/39	$420,000	$248,325	$52,008	$23,650	$0	$743,983
9/1/40	$445,000	$226,275	$53,048	$21,550	$0	$745,873
9/1/41	$465,000	$202,913	$54,109	$19,325	$0	$741,347
9/1/42	$495,000	$178,500	$55,191	$17,000	$0	$745,691
9/1/43	$520,000	$152,513	$56,295	$14,525	$0	$743,333
9/1/44	$550,000	$125,213	$57,421	$11,925	$0	$744,559
9/1/45	$580,000	$96,338	$58,570	$9,175	$0	$744,082
9/1/46	$610,000	$65,888	$59,741	$6,275	$0	$741,904
9/1/47	$645,000	$33,863	$60,936	$3,225	$0	$743,023
Total	**$9,550,000**	**$9,431,031**	**$1,325,187**	**$859,356**	**($569,663)**	**$20,595,911**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix H-2
Phase #1 Assessment Roll

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,615.15**
Equivalent Units (Original)	**1.00**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$1,913	$0	$0	($1,913)	$0
9/1/20	$0	$2,096	$124	$188	($43)	$2,365
9/1/21	$689	$1,908	$165	$188	($123)	$2,827
9/1/22	$709	$1,880	$154	$185	($42)	$2,885
9/1/23	$748	$1,843	$146	$180	$0	$2,917
9/1/24	$787	$1,793	$152	$175	($73)	$2,834
9/1/25	$787	$1,748	$155	$170	($48)	$2,812
9/1/26	$846	$1,746	$158	$169	$0	$2,920
9/1/27	$905	$1,707	$161	$165	$0	$2,939
9/1/28	$945	$1,665	$165	$161	$0	$2,935
9/1/29	$984	$1,621	$168	$156	$0	$2,929
9/1/30	$1,043	$1,571	$171	$151	$0	$2,936
9/1/31	$1,083	$1,517	$175	$146	$0	$2,920
9/1/32	$1,142	$1,462	$178	$140	$0	$2,922
9/1/33	$1,201	$1,403	$182	$135	$0	$2,920
9/1/34	$1,279	$1,342	$185	$129	$0	$2,935
9/1/35	$1,338	$1,276	$189	$122	$0	$2,926
9/1/36	$1,417	$1,208	$193	$116	$0	$2,933
9/1/37	$1,496	$1,135	$197	$108	$0	$2,936
9/1/38	$1,575	$1,058	$201	$101	$0	$2,935
9/1/39	$1,653	$978	$205	$93	$0	$2,929
9/1/40	$1,752	$891	$209	$85	$0	$2,936
9/1/41	$1,831	$799	$213	$76	$0	$2,918
9/1/42	$1,949	$703	$217	$67	$0	$2,936
9/1/43	$2,047	$600	$222	$57	$0	$2,926
9/1/44	$2,165	$493	$226	$47	$0	$2,931
9/1/45	$2,283	$379	$231	$36	$0	$2,929
9/1/46	$2,401	$259	$235	$25	$0	$2,921
9/1/47	$2,539	$133	$240	$13	$0	$2,925
Total	**$37,595**	**$37,127**	**$5,217**	**$3,383**	**($2,243)**	**$81,080**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix H-3
Phase #1 Assessment Roll

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$30,468.27**
Equivalent Units (Original)	**0.81**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$1,550	$0	$0	($1,550)	$0
9/1/20	$0	$1,698	$101	$152	($35)	$1,916
9/1/21	$558	$1,546	$134	$152	($100)	$1,732
9/1/22	$574	$1,523	$124	$150	($34)	$1,763
9/1/23	$606	$1,493	$118	$146	$0	$1,757
9/1/24	$638	$1,452	$123	$142	($59)	$1,658
9/1/25	$638	$1,416	$126	$138	($39)	$1,640
9/1/26	$686	$1,414	$128	$137	$0	$1,680
9/1/27	$733	$1,382	$131	$134	$0	$1,647
9/1/28	$765	$1,349	$133	$130	$0	$1,612
9/1/29	$797	$1,313	$136	$126	$0	$1,575
9/1/30	$845	$1,272	$139	$122	$0	$1,533
9/1/31	$877	$1,229	$142	$118	$0	$1,489
9/1/32	$925	$1,184	$144	$114	$0	$1,442
9/1/33	$973	$1,137	$147	$109	$0	$1,393
9/1/34	$1,036	$1,087	$150	$104	$0	$1,341
9/1/35	$1,084	$1,034	$153	$99	$0	$1,286
9/1/36	$1,148	$978	$156	$94	$0	$1,228
9/1/37	$1,212	$919	$159	$88	$0	$1,167
9/1/38	$1,275	$857	$163	$82	$0	$1,102
9/1/39	$1,339	$792	$166	$75	$0	$1,033
9/1/40	$1,419	$722	$169	$69	$0	$959
9/1/41	$1,483	$647	$173	$62	$0	$881
9/1/42	$1,578	$569	$176	$54	$0	$799
9/1/43	$1,658	$486	$180	$46	$0	$712
9/1/44	$1,754	$399	$183	$38	$0	$620
9/1/45	$1,849	$307	$187	$29	$0	$523
9/1/46	$1,945	$210	$190	$20	$0	$421
9/1/47	$2,057	$108	$194	$10	$0	$313
Total	**$30,452**	**$30,073**	**$4,226**	**$2,740**	**($1,816)**	**$35,222**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix H-4
Phase #1 Assessment Roll

Parcel	**Lot Type 3 (60 Ft)**
Assessment	**$25,578.30**
Equivalent Units (Original)	**0.68**

Year[1]	Principal	Interest[2]	Administrative Expenses[3]	Additional Interest	Capitalized Interest/Other Available Credits	Total Annual Installment
9/1/19	$0	$1,301	$0	$0	($1,301)	$0
9/1/20	$0	$1,425	$85	$128	($29)	$1,608
9/1/21	$468	$1,298	$112	$128	($84)	$1,454
9/1/22	$482	$1,278	$104	$126	($28)	$1,480
9/1/23	$509	$1,253	$99	$123	$0	$1,475
9/1/24	$535	$1,219	$103	$119	($49)	$1,392
9/1/25	$535	$1,189	$106	$116	($33)	$1,377
9/1/26	$576	$1,187	$108	$115	$0	$1,410
9/1/27	$616	$1,161	$110	$112	$0	$1,383
9/1/28	$642	$1,132	$112	$109	$0	$1,353
9/1/29	$669	$1,102	$114	$106	$0	$1,323
9/1/30	$709	$1,068	$116	$103	$0	$1,287
9/1/31	$736	$1,032	$119	$99	$0	$1,250
9/1/32	$776	$994	$121	$95	$0	$1,211
9/1/33	$816	$954	$124	$92	$0	$1,169
9/1/34	$870	$912	$126	$87	$0	$1,126
9/1/35	$910	$868	$129	$83	$0	$1,080
9/1/36	$964	$821	$131	$79	$0	$1,031
9/1/37	$1,017	$772	$134	$74	$0	$979
9/1/38	$1,071	$720	$136	$69	$0	$925
9/1/39	$1,124	$665	$139	$63	$0	$867
9/1/40	$1,191	$606	$142	$58	$0	$805
9/1/41	$1,245	$543	$145	$52	$0	$740
9/1/42	$1,325	$478	$148	$46	$0	$671
9/1/43	$1,392	$408	$151	$39	$0	$598
9/1/44	$1,472	$335	$154	$32	$0	$521
9/1/45	$1,553	$258	$157	$25	$0	$439
9/1/46	$1,633	$176	$160	$17	$0	$353
9/1/47	$1,727	$91	$163	$9	$0	$262
Total	**$25,565**	**$25,246**	**$3,547**	**$2,300**	**($1,525)**	**$29,569**

[1]The 9/1/XX dates represent the assessment year (bond year) end for the Bonds.
[2]Represents the principal and interest on the Phase #1 Bonds. Interest is calculated using an interest rate of 4.125% in years 1 through 5 (2019-2023), 4.625% in years 6 through 10 (2024 through 2028), 5.125% in years 11 through 20 (2029-2038) and 5.250% in years 21 through 29 (2039-2047).
[3]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix C
Assessment Roll Summary - Phase #1
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
2811954	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2811956	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811975	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811976	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811977	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811982	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811983	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811984	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811985	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811986	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811987	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811988	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811989	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811990	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811991	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811992	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2811993	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812018	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812019	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812020	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812021	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812023	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812024	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812025	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812026	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812027	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812028	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812029	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812030	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812031	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812193	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812194	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812195	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812196	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812197	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812198	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812199	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812200	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812201	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812202	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812203	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812204	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812205	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812206	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812207	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812208	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812209	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812210	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812211	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812212	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812213	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812214	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812215	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812216	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812217	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812218	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812219	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812220	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812221	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812222	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812223	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812224	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812344	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812345	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812346	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812347	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812348	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812349	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812350	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812351	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812352	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812353	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812354	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95

Appendix C
Assessment Roll Summary - Phase #1
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
2812355	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812356	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812357	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812358	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812359	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812360	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812361	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812362	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812363	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812364	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812365	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812366	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812367	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812368	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812369	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812370	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812371	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812372	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812373	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812374	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812375	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812376	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812377	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812378	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812379	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812380	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812381	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812382	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812383	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812384	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812385	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812386	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812387	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812388	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812389	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812390	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812391	1	50	3	0.34	$11,768.59	$272.51	$588.33	$58.84	$53.71	$973.39
2868736				0.34	$11,768.59	$272.51	$588.33	$58.84	$53.71	$973.39
2812392	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812393	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812394	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812395	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812396	1	50	3	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2812397	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812398	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812399	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812400	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812401	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812402	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812403	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812404	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812405	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812406	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812407	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812408	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812409	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812410	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812411	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812420	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812421	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812422	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812423	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812424	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812425	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812426	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812427	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812428	1	50	3	0.34	$11,768.59	$272.51	$588.33	$58.84	$53.71	$973.39
2855757				0.34	$11,768.59	$272.51	$588.33	$58.84	$53.71	$973.39
2812429	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812430	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812431	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812432	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812433	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77

Appendix C
Assessment Roll Summary - Phase #1
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
2812434	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812435	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812436	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812437	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812438	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812439	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812440	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812441	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812442	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812443	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812444	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812445	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812446	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812447	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812448	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812449	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812450	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812451	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812452	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812453	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812454	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812455	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812456	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812457	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812458	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812459	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812460	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812461	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812462	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812463	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812464	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812465	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812466	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812467	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812468	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812469	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812470	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812471	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812472	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812473	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812474	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812475	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812476	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812477	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812478	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812479	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812480	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812481	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812482	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812483	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812484	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812485	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812486	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812487	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812488	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812489	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812490	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812491	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812492	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812493	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812494	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812495	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812496	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812498	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812499	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812500	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812501	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812502	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812503	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812504	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812505	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812506	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812507	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77

Appendix C
Assessment Roll Summary - Phase #1
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Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
2812508	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812509	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812510	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812511	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812512	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812513	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812514	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812515	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812516	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812518	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812519	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812520	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812521	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812522	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812523	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812524	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812525	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812526	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812527	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812528	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812529	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812530	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812531	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812532	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812533	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812534	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812535	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812536	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812537	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812538	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812539	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812540	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812541	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812542	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812543	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812544	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812547	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812548	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812549	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812550	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812551	1	74	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2812552	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812553	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812554	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812555	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812556	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812557	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812558	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812559	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812560	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812561	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812562	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812563	1	50	3	0.68	$23,537.17	$545.02	$1,176.65	$117.69	$107.41	$1,946.77
2812564	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812565	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812566	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812567	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812568	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812569	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812570	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812571	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812572	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812573	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812574	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812575	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812583	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812584	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812585	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812586	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812587	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812588	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812589	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812590	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90

Appendix C
Assessment Roll Summary - Phase #1
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Excess Interest for Reserves	Adminstrative Expense	Annual Installment
2812591	1	74	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2812592	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812593	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812594	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812595	1	74	1	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2812596	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812597	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812598	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812599	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812600	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812601	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812602	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812603	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812604	1	74	1	1.00	$34,613.49	$801.51	$1,730.37	$173.07	$157.96	$2,862.90
2812607	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812608	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812609	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812614	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812615	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812616	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812617	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812618	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812620	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812621	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812622	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812624	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812625	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812626	1	60	2	0.41	$14,018.46	$324.61	$700.80	$70.09	$63.97	$1,159.48
2856649				0.41	$14,018.46	$324.61	$700.80	$70.09	$63.97	$1,159.48
2812627	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812628	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812629	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812630	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812631	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812632	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812633	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812634	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812635	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812636	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812637	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812638	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812639	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812640	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812641	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812642	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812643	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812644	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812645	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812652	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812653	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812654	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812655	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812656	1	60	2	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2899712				PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2812657	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812658	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
2812659	1	60	2	0.81	$28,036.92	$649.22	$1,401.60	$140.18	$127.95	$2,318.95
	330			**249.53**	**$8,637,103.04**	**$200,000.00**	**$431,779.14**	**$43,185.52**	**$39,415.68**	**$714,380.34**

APPENDIX I
PHASE #2 ASSESSMENT ROLL

Appendix I-1
Phase #2 Assessment Roll

Parcel	**All Parcels**
Assessment	**$5,938,154**
Equivalent Unit (2022 Revised)	**143.60**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$519,588	$40,000	$560,588
2	$1,000	$512,264	$40,800	$554,064
3	$1,000	$519,413	$41,616	$562,029
4	$1,000	$519,326	$42,448	$562,774
5	$1,000	$519,238	$43,297	$563,536
6	$107,000	$341,156	$44,163	$492,320
7	$112,000	$335,004	$45,046	$492,050
8	$117,000	$328,564	$45,947	$491,511
9	$123,000	$321,836	$46,866	$491,703
10	$129,000	$314,764	$47,804	$491,568
11	$136,000	$307,346	$48,760	$492,106
12	$143,000	$299,526	$49,735	$492,261
13	$150,000	$291,304	$50,730	$492,034
14	$157,000	$282,679	$51,744	$491,423
15	$166,000	$273,651	$52,779	$492,431
16	$174,000	$264,106	$53,835	$491,941
17	$183,000	$254,101	$54,911	$492,013
18	$193,000	$243,579	$56,010	$492,589
19	$203,000	$232,481	$57,130	$492,611
20	$214,000	$220,809	$58,272	$493,081
21	$225,000	$208,504	$59,438	$492,942
22	$237,000	$195,566	$60,627	$493,193
23	$250,000	$181,939	$61,839	$493,778
24	$263,000	$167,564	$63,076	$493,640
25	$277,000	$152,441	$64,337	$493,779
26	$286,000	$136,514	$65,624	$488,138
27	$482,000	$120,069	$66,937	$669,006
28	$508,000	$92,354	$68,275	$668,629
29	$535,000	$63,144	$69,641	$667,785
30	$563,154	$32,381	$71,034	$666,569
Total	**$5,938,154**	**$8,251,215**	**$1,622,723**	**$15,812,092**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix I-2
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$37,630.36**
Equivalent Unit (2022 Revised)	**0.91**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$6	$3,293	$253	$3,552
2	$6	$3,246	$259	$3,511
3	$6	$3,292	$264	$3,562
4	$6	$3,291	$269	$3,566
5	$6	$3,290	$274	$3,571
6	$678	$2,162	$280	$3,120
7	$710	$2,123	$285	$3,118
8	$741	$2,082	$291	$3,115
9	$779	$2,039	$297	$3,116
10	$817	$1,995	$303	$3,115
11	$862	$1,948	$309	$3,118
12	$906	$1,898	$315	$3,119
13	$951	$1,846	$321	$3,118
14	$995	$1,791	$328	$3,114
15	$1,052	$1,734	$334	$3,121
16	$1,103	$1,674	$341	$3,117
17	$1,160	$1,610	$348	$3,118
18	$1,223	$1,544	$355	$3,122
19	$1,286	$1,473	$362	$3,122
20	$1,356	$1,399	$369	$3,125
21	$1,426	$1,321	$377	$3,124
22	$1,502	$1,239	$384	$3,125
23	$1,584	$1,153	$392	$3,129
24	$1,667	$1,062	$400	$3,128
25	$1,755	$966	$408	$3,129
26	$1,812	$865	$416	$3,093
27	$3,054	$761	$424	$4,240
28	$3,219	$585	$433	$4,237
29	$3,390	$400	$441	$4,232
30	$3,569	$205	$450	$4,224
Total	**$37,630**	**$52,288**	**$10,283**	**$100,202**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix I-3
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$32,668.12**
Equivalent Unit (2022 Revised)	**0.79**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$6	$2,858	$220	$3,084
2	$6	$2,818	$224	$3,048
3	$6	$2,857	$229	$3,092
4	$6	$2,857	$234	$3,096
5	$6	$2,857	$238	$3,100
6	$589	$1,877	$243	$2,708
7	$616	$1,843	$248	$2,707
8	$644	$1,808	$253	$2,704
9	$677	$1,771	$258	$2,705
10	$710	$1,732	$263	$2,704
11	$748	$1,691	$268	$2,707
12	$787	$1,648	$274	$2,708
13	$825	$1,603	$279	$2,707
14	$864	$1,555	$285	$2,704
15	$913	$1,505	$290	$2,709
16	$957	$1,453	$296	$2,706
17	$1,007	$1,398	$302	$2,707
18	$1,062	$1,340	$308	$2,710
19	$1,117	$1,279	$314	$2,710
20	$1,177	$1,215	$321	$2,713
21	$1,238	$1,147	$327	$2,712
22	$1,304	$1,076	$334	$2,713
23	$1,375	$1,001	$340	$2,716
24	$1,447	$922	$347	$2,716
25	$1,524	$839	$354	$2,716
26	$1,573	$751	$361	$2,685
27	$2,652	$661	$368	$3,680
28	$2,795	$508	$376	$3,678
29	$2,943	$347	$383	$3,674
30	$3,098	$178	$391	$3,667
Total	**$32,668**	**$45,393**	**$8,927**	**$86,989**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix I-4
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 4 (84 Ft)**
Assessment	**$41,352.05**
Equivalent Unit (2022 Revised)	**1.00**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$7	$3,618	$279	$3,904
2	$7	$3,567	$284	$3,858
3	$7	$3,617	$290	$3,914
4	$7	$3,616	$296	$3,919
5	$7	$3,616	$302	$3,924
6	$745	$2,376	$308	$3,428
7	$780	$2,333	$314	$3,427
8	$815	$2,288	$320	$3,423
9	$857	$2,241	$326	$3,424
10	$898	$2,192	$333	$3,423
11	$947	$2,140	$340	$3,427
12	$996	$2,086	$346	$3,428
13	$1,045	$2,029	$353	$3,426
14	$1,093	$1,969	$360	$3,422
15	$1,156	$1,906	$368	$3,429
16	$1,212	$1,839	$375	$3,426
17	$1,274	$1,770	$382	$3,426
18	$1,344	$1,696	$390	$3,430
19	$1,414	$1,619	$398	$3,430
20	$1,490	$1,538	$406	$3,434
21	$1,567	$1,452	$414	$3,433
22	$1,650	$1,362	$422	$3,434
23	$1,741	$1,267	$431	$3,439
24	$1,831	$1,167	$439	$3,438
25	$1,929	$1,062	$448	$3,439
26	$1,992	$951	$457	$3,399
27	$3,357	$836	$466	$4,659
28	$3,538	$643	$475	$4,656
29	$3,726	$440	$485	$4,650
30	$3,922	$225	$495	$4,642
Total	**$41,352**	**$57,460**	**$11,300**	**$110,112**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix I-5
Phase #2 Assessment Roll by Lot Type

Parcel	**Lot Type 5 (40 Ft)**
Assessment	**$24,397.71**
Equivalent Unit (2022 Revised)	**0.59**

Year	Principal	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$2,135	$164	$2,303
2	$4	$2,105	$168	$2,276
3	$4	$2,134	$171	$2,309
4	$4	$2,134	$174	$2,312
5	$4	$2,133	$178	$2,315
6	$440	$1,402	$181	$2,023
7	$460	$1,376	$185	$2,022
8	$481	$1,350	$189	$2,019
9	$505	$1,322	$193	$2,020
10	$530	$1,293	$196	$2,020
11	$559	$1,263	$200	$2,022
12	$588	$1,231	$204	$2,023
13	$616	$1,197	$208	$2,022
14	$645	$1,161	$213	$2,019
15	$682	$1,124	$217	$2,023
16	$715	$1,085	$221	$2,021
17	$752	$1,044	$226	$2,022
18	$793	$1,001	$230	$2,024
19	$834	$955	$235	$2,024
20	$879	$907	$239	$2,026
21	$924	$857	$244	$2,025
22	$974	$804	$249	$2,026
23	$1,027	$748	$254	$2,029
24	$1,081	$688	$259	$2,028
25	$1,138	$626	$264	$2,029
26	$1,175	$561	$270	$2,006
27	$1,980	$493	$275	$2,749
28	$2,087	$379	$281	$2,747
29	$2,198	$259	$286	$2,744
30	$2,314	$133	$292	$2,739
Total	**$24,398**	**$33,901**	**$6,667**	**$64,966**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #2. Interest is calculated using an interest rate of 8.75% per annum for years 1 to 5 and 5.75% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix E
Assessment Roll Summary - Phase #2
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2865638	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865639	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865640	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865641	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865642	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865643	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865644	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865645	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865646	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865647	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865648	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865649	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865650	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865651	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865652	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865653	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865654	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865655	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865656	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865657	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865658	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865659	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865660	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865661	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865662	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865663	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865664	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865665	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865666	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865667	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865668	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865669	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865670	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865671	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865672	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865673	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865674	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865675	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865676	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865677	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865678	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865679	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865681	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865682	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865683	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865684	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865685	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865686	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865687	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865688	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865689	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865690	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865691	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865692	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865693	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865694	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865695	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865696	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865697	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865698	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865699	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865700	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865701	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865702	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865703	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Appendix E
Assessment Roll Summary - Phase #2
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2865704	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865705	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865706	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865707	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2865708	1	60	2	0.79	$32,662.54	$5.58	$2,857.97	$227.63	$3,091.18
2865709	1	60	2	0.79	$32,662.54	$5.58	$2,857.97	$227.63	$3,091.18
2865710	1	84	4	1.00	$41,344.99	$7.06	$3,617.69	$288.14	$3,912.88
2865711	1	84	4	1.00	$41,344.99	$7.06	$3,617.69	$288.14	$3,912.88
2865712	1	84	4	1.00	$41,344.99	$7.06	$3,617.69	$288.14	$3,912.88
2865713	1	84	4	1.00	$41,344.99	$7.06	$3,617.69	$288.14	$3,912.88
2865714	1	84	4	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2865715	1	84	4	1.00	$41,344.99	$7.06	$3,617.69	$288.14	$3,912.88
2865718	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865719	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865720	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865721	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865722	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865723	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865724	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865725	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865726	1	84	4	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID	PREPAID
2865727	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865728	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865729	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865730	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865731	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865732	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865733	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865734	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865735	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865736	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865737	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865738	1	74	1	0.91	$37,623.94	$6.43	$3,292.09	$262.20	$3,560.72
2865739	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865742	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865743	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865744	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865745	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865746	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865747	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865748	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865749	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865750	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865751	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865752	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865753	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865754	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865755	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865756	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865757	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865758	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865759	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865760	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865761	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865762	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865763	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865764	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865765	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865766	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865767	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865768	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865769	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865770	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865771	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865772	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60

Appendix E
Assessment Roll Summary - Phase #2
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2865773	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865774	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865775	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865776	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865777	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865778	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865779	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865780	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865781	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865782	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865783	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865784	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865785	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865786	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865787	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865788	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865789	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865790	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865791	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865792	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865793	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865794	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865795	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865796	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865797	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865798	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865799	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865800	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865801	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865802	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865803	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865804	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865805	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865806	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865807	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865808	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865809	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865810	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865811	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865812	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865813	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865814	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865815	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865816	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865817	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865818	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865819	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865820	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865821	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865822	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865823	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865824	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865825	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865826	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865827	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865828	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865829	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865830	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865831	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865832	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865833	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865834	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865835	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865836	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865887	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60

Appendix E
Assessment Roll Summary - Phase #2
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2865888	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865889	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865890	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865891	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865892	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865893	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865894	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865895	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865896	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865897	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865898	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865899	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865900	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865901	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865902	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865903	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865904	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865905	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865906	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865907	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865908	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865909	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865910	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865911	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865912	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865913	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865914	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865915	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865916	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865917	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865918	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865919	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865920	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865921	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865922	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865923	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865924	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865925	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865926	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865927	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865928	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865929	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865930	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865931	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865932	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865933	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865934	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865935	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865936	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865937	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865938	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865939	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
2865940	1	40	5	0.59	$24,393.54	$4.17	$2,134.43	$170.00	$2,308.60
	227			**141.60**	**$5,854,450.17**	**$1,000.00**	**$512,264.39**	**$40,800.00**	**$554,064.39**

APPENDIX J-1
PHASE #3 ASSESSMENT ROLL – PHASE #3 IMPROVEMENTS

Appendix J-1
Phase #3 Assessment Roll – Phase #3 Improvements

Parcel	**All Parcels**
Assessment	**$6,291,045**
Equivalent Unit (2022 Revised)	**186.26**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$544,175	$31,448	$576,623
2	$1,000	$544,089	$30,600	$575,689
3	$1,000	$544,002	$31,212	$576,214
4	$1,000	$543,916	$31,836	$576,752
5	$1,000	$543,829	$32,473	$577,302
6	$109,000	$355,162	$33,122	$497,284
7	$114,000	$349,003	$33,785	$496,788
8	$120,000	$342,562	$34,461	$497,023
9	$126,000	$335,782	$35,150	$496,932
10	$132,000	$328,663	$35,853	$496,516
11	$139,000	$321,205	$36,570	$496,775
12	$146,000	$313,352	$37,301	$496,653
13	$153,000	$305,103	$38,047	$496,150
14	$161,000	$296,458	$38,808	$496,266
15	$170,000	$287,362	$39,584	$496,946
16	$178,000	$277,757	$40,376	$496,133
17	$188,000	$267,700	$41,184	$496,883
18	$198,000	$257,078	$42,007	$497,085
19	$208,000	$245,891	$42,847	$496,738
20	$219,000	$234,139	$43,704	$496,843
21	$231,000	$221,765	$44,578	$497,343
22	$243,000	$208,714	$45,470	$497,184
23	$256,000	$194,984	$46,379	$497,363
24	$270,000	$180,520	$47,307	$497,827
25	$284,000	$165,265	$48,253	$497,518
26	$299,000	$149,219	$49,218	$497,437
27	$540,000	$132,326	$50,203	$722,528
28	$569,000	$101,816	$51,207	$722,022
29	$600,000	$69,667	$52,231	$721,898
30	$633,045	$35,767	$53,275	$722,087
Total	**$6,291,045**	**$8,697,267**	**$1,218,490**	**$16,206,802**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Improvements. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-1
Phase #3 Assessment Roll – Phase #3 Improvements By Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$30,735.80**
Equivalent Unit (2022 Revised)	**0.91**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$5	$2,659	$154	$2,817
2	$5	$2,658	$150	$2,813
3	$5	$2,658	$152	$2,815
4	$5	$2,657	$156	$2,818
5	$5	$2,657	$159	$2,820
6	$533	$1,735	$162	$2,430
7	$557	$1,705	$165	$2,427
8	$586	$1,674	$168	$2,428
9	$616	$1,641	$172	$2,428
10	$645	$1,606	$175	$2,426
11	$679	$1,569	$179	$2,427
12	$713	$1,531	$182	$2,426
13	$748	$1,491	$186	$2,424
14	$787	$1,448	$190	$2,425
15	$831	$1,404	$193	$2,428
16	$870	$1,357	$197	$2,424
17	$919	$1,308	$201	$2,428
18	$967	$1,256	$205	$2,429
19	$1,016	$1,201	$209	$2,427
20	$1,070	$1,144	$214	$2,427
21	$1,129	$1,083	$218	$2,430
22	$1,187	$1,020	$222	$2,429
23	$1,251	$953	$227	$2,430
24	$1,319	$882	$231	$2,432
25	$1,388	$807	$236	$2,431
26	$1,461	$729	$240	$2,430
27	$2,638	$646	$245	$3,530
28	$2,780	$497	$250	$3,528
29	$2,931	$340	$255	$3,527
30	$3,093	$175	$260	$3,528
Total	**$30,736**	**$42,492**	**$5,953**	**$79,181**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Improvements. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-1
Phase #3 Assessment Roll – Phase #3 Improvements By Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$26,682.73**
Equivalent Unit (2022 Revised)	**0.79**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$2,308	$133	$2,446
2	$4	$2,308	$130	$2,442
3	$4	$2,307	$132	$2,444
4	$4	$2,307	$135	$2,446
5	$4	$2,307	$138	$2,449
6	$462	$1,506	$140	$2,109
7	$484	$1,480	$143	$2,107
8	$509	$1,453	$146	$2,108
9	$534	$1,424	$149	$2,108
10	$560	$1,394	$152	$2,106
11	$590	$1,362	$155	$2,107
12	$619	$1,329	$158	$2,106
13	$649	$1,294	$161	$2,104
14	$683	$1,257	$165	$2,105
15	$721	$1,219	$168	$2,108
16	$755	$1,178	$171	$2,104
17	$797	$1,135	$175	$2,107
18	$840	$1,090	$178	$2,108
19	$882	$1,043	$182	$2,107
20	$929	$993	$185	$2,107
21	$980	$941	$189	$2,109
22	$1,031	$885	$193	$2,109
23	$1,086	$827	$197	$2,110
24	$1,145	$766	$201	$2,111
25	$1,205	$701	$205	$2,110
26	$1,268	$633	$209	$2,110
27	$2,290	$561	$213	$3,065
28	$2,413	$432	$217	$3,062
29	$2,545	$295	$222	$3,062
30	$2,685	$152	$226	$3,063
Total	**$26,683**	**$36,888**	**$5,168**	**$68,739**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Improvements. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-1
Phase #3 Assessment Roll – Phase #3 Improvements By Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$23,980.68**
Equivalent Unit (2022 Revised)	**0.71**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$2,074	$120	$2,198
2	$4	$2,074	$117	$2,194
3	$4	$2,074	$119	$2,196
4	$4	$2,073	$121	$2,199
5	$4	$2,073	$124	$2,201
6	$415	$1,354	$126	$1,896
7	$435	$1,330	$129	$1,894
8	$457	$1,306	$131	$1,895
9	$480	$1,280	$134	$1,894
10	$503	$1,253	$137	$1,893
11	$530	$1,224	$139	$1,894
12	$557	$1,194	$142	$1,893
13	$583	$1,163	$145	$1,891
14	$614	$1,130	$148	$1,892
15	$648	$1,095	$151	$1,894
16	$679	$1,059	$154	$1,891
17	$717	$1,020	$157	$1,894
18	$755	$980	$160	$1,895
19	$793	$937	$163	$1,894
20	$835	$893	$167	$1,894
21	$881	$845	$170	$1,896
22	$926	$796	$173	$1,895
23	$976	$743	$177	$1,896
24	$1,029	$688	$180	$1,898
25	$1,083	$630	$184	$1,896
26	$1,140	$569	$188	$1,896
27	$2,058	$504	$191	$2,754
28	$2,169	$388	$195	$2,752
29	$2,287	$266	$199	$2,752
30	$2,413	$136	$203	$2,753
Total	**$23,981**	**$33,153**	**$4,645**	**$61,778**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Improvements. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX J-2
PHASE #3 ASSESSMENT ROLL – PHASE #3 ADDITONAL PROJECTS

Appendix J-2
Phase #3 Assessment Roll – Phase #3 Additional Projects

Parcel	**All Parcels**
Assessment	**$1,417,194**
Equivalent Unit (2022 Revised)	**186.26**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$1,000	$122,587	$7,084	$130,671
2	$1,000	$122,501	$15,300	$138,801
3	$1,000	$122,414	$15,606	$139,020
4	$1,000	$122,328	$15,918	$139,246
5	$1,000	$122,241	$16,236	$139,478
6	$31,000	$79,789	$16,561	$127,350
7	$32,000	$78,037	$16,892	$126,930
8	$33,000	$76,229	$17,230	$126,460
9	$35,000	$74,365	$17,575	$126,940
10	$36,000	$72,387	$17,926	$126,314
11	$38,000	$70,353	$18,285	$126,638
12	$40,000	$68,206	$18,651	$126,857
13	$42,000	$65,946	$19,024	$126,970
14	$44,000	$63,573	$19,404	$126,978
15	$46,000	$61,087	$19,792	$126,880
16	$48,000	$58,488	$20,188	$126,676
17	$50,000	$55,776	$20,592	$126,368
18	$53,000	$52,951	$21,004	$126,955
19	$56,000	$49,957	$21,424	$127,381
20	$58,000	$46,793	$21,852	$126,645
21	$61,000	$43,516	$22,289	$126,805
22	$64,000	$40,069	$22,735	$126,804
23	$68,000	$36,453	$23,190	$127,643
24	$71,000	$32,611	$23,653	$127,265
25	$75,000	$28,600	$24,127	$127,727
26	$78,000	$24,362	$24,609	$126,972
27	$82,000	$19,955	$25,101	$127,057
28	$86,000	$15,322	$25,603	$126,926
29	$90,000	$10,463	$26,115	$126,579
30	$95,194	$5,378	$26,638	$127,210
Total	**$1,417,194**	**$1,842,746**	**$600,605**	**$3,860,545**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Additional Projects. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-2
Phase #3 Assessment Roll – Phase #3 Additional Projects By Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$6,923.91**
Equivalent Unit (2022 Revised)	**0.91**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$5	$599	$35	$638
2	$5	$598	$75	$678
3	$5	$598	$76	$679
4	$5	$598	$78	$680
5	$5	$597	$79	$681
6	$151	$390	$81	$622
7	$156	$381	$83	$620
8	$161	$372	$84	$618
9	$171	$363	$86	$620
10	$176	$354	$88	$617
11	$186	$344	$89	$619
12	$195	$333	$91	$620
13	$205	$322	$93	$620
14	$215	$311	$95	$620
15	$225	$298	$97	$620
16	$235	$286	$99	$619
17	$244	$273	$101	$617
18	$259	$259	$103	$620
19	$274	$244	$105	$622
20	$283	$229	$107	$619
21	$298	$213	$109	$620
22	$313	$196	$111	$620
23	$332	$178	$113	$624
24	$347	$159	$116	$622
25	$366	$140	$118	$624
26	$381	$119	$120	$620
27	$401	$97	$123	$621
28	$420	$75	$125	$620
29	$440	$51	$128	$618
30	$465	$26	$130	$622
Total	**$6,924**	**$9,003**	**$2,934**	**$18,861**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Additional Projects. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-2
Phase #3 Assessment Roll – Phase #3 Additional Projects By Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**6,010.86**
Equivalent Unit (2022 Revised)	**0.79**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$520	$30	$554
2	$4	$520	$65	$589
3	$4	$519	$66	$590
4	$4	$519	$68	$591
5	$4	$518	$69	$592
6	$131	$338	$70	$540
7	$136	$331	$72	$538
8	$140	$323	$73	$536
9	$148	$315	$75	$538
10	$153	$307	$76	$536
11	$161	$298	$78	$537
12	$170	$289	$79	$538
13	$178	$280	$81	$539
14	$187	$270	$82	$539
15	$195	$259	$84	$538
16	$204	$248	$86	$537
17	$212	$237	$87	$536
18	$225	$225	$89	$538
19	$238	$212	$91	$540
20	$246	$198	$93	$537
21	$259	$185	$95	$538
22	$271	$170	$96	$538
23	$288	$155	$98	$541
24	$301	$138	$100	$540
25	$318	$121	$102	$542
26	$331	$103	$104	$539
27	$348	$85	$106	$539
28	$365	$65	$109	$538
29	$382	$44	$111	$537
30	$404	$23	$113	$540
Total	**$6,011**	**$7,816**	**$2,547**	**$16,374**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Additional Projects. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-2
Phase #3 Assessment Roll – Phase #3 Additional Projects By Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$5,402.17**
Equivalent Unit (2022 Revised)	**0.71**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$4	$467	$27	$498
2	$4	$467	$58	$529
3	$4	$467	$59	$530
4	$4	$466	$61	$531
5	$4	$466	$62	$532
6	$118	$304	$63	$485
7	$122	$297	$64	$484
8	$126	$291	$66	$482
9	$133	$283	$67	$484
10	$137	$276	$68	$481
11	$145	$268	$70	$483
12	$152	$260	$71	$484
13	$160	$251	$73	$484
14	$168	$242	$74	$484
15	$175	$233	$75	$484
16	$183	$223	$77	$483
17	$191	$213	$78	$482
18	$202	$202	$80	$484
19	$213	$190	$82	$486
20	$221	$178	$83	$483
21	$233	$166	$85	$483
22	$244	$153	$87	$483
23	$259	$139	$88	$487
24	$271	$124	$90	$485
25	$286	$109	$92	$487
26	$297	$93	$94	$484
27	$313	$76	$96	$484
28	$328	$58	$98	$484
29	$343	$40	$100	$483
30	$363	$21	$102	$485
Total	**$5,402**	**$7,024**	**$2,289**	**$14,716**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #3 Additional Projects. Interest is calculated using an interest rate of 8.65% per annum for years 1 to 5 and 5.65% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix F
Assessment Roll Summary - Phase #3
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2878901	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878904	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878906	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878907	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878908	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878909	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878910	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878911	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878912	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878913	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878914	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878915	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878917	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878918	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878919	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878920	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878921	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878922	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878923	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878924	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878925	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878926	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878927	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878928	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878929	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878930	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878931	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878932	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878933	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878934	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878935	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878936	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2878937	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878939	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878940	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878941	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878942	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878943	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878944	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878945	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878946	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878947	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878948	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878949	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878950	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878951	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878952	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878953	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878954	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878955	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878956	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878957	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878958	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878959	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878960	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878961	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878962	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878963	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2878964	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2878965	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878967	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878968	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878969	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878970	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878971	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59

Appendix F
Assessment Roll Summary - Phase #3
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2878972	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878973	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878974	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878977	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878978	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2878979	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878980	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878981	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878982	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878983	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878984	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878985	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878986	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878987	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878988	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878989	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878990	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878991	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878992	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878993	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878994	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878995	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878996	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878997	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878998	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2878999	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879000	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879001	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879002	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879003	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879004	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879005	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879006	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879007	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879008	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879009	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879010	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879011	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879014	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879015	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879016	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879017	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879018	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879020	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879021	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879022	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879023	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879024	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879025	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879026	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879027	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879028	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879029	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879030	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879031	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879032	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879033	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879034	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879035	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879037	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879038	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879039	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879040	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879041	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879042	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91

Appendix F
Assessment Roll Summary - Phase #3
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2879043	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879044	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879045	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879046	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879047	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879048	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879049	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879050	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879051	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879052	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879053	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879054	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879056	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879057	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879058	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879059	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879060	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879061	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879062	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879063	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879064	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879065	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879066	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879067	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879068	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879069	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879070	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879071	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879072	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879073	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879074	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879075	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879078	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879079	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879080	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879081	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879082	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879083	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879084	1	74	1	0.91	$37,659.71	$9.77	$3,257.56	$188.25	$3,455.59
2879085	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879087	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879088	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879089	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879090	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879091	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879092	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879093	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879094	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879095	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879096	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879097	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879098	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879099	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879100	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879101	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879102	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879103	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879104	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879105	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879106	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879107	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879108	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879109	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879110	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879111	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91

Appendix F
Assessment Roll Summary - Phase #3
2024-25

Parcel	Estimated No. of units	Lot Size	Lot Type	Equivalent Units	Outstanding Assessment	Principal	Interest	Adminstrative Expense	Annual Installment
2879112	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879113	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879114	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879115	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879116	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879117	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879118	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879119	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879120	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879121	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879122	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879123	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879124	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879125	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879126	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879127	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879128	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879129	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879130	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879132	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879133	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879134	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879135	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879136	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879137	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879138	1	60	2	0.79	$32,693.60	$8.48	$2,828.00	$163.43	$2,999.91
2879139	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2879140	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879141	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879142	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879143	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879144	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879145	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879146	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879147	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879148	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879149	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879150	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879151	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879152	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879153	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879154	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879155	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879156	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879157	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879158	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879159	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879160	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879161	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879162	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879163	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879164	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879165	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879166	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879167	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879168	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879169	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879170	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879171	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879172	1	50	3	0.71	$29,382.85	$7.62	$2,541.62	$146.88	$2,696.12
2879173	0	0	Non-Assessed	0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	242			**186.26**	**$7,708,239.30**	**$2,000.00**	**$666,762.70**	**$38,531.93**	**$707,294.63**

APPENDIX K-1
PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS

Appendix K-1
Proposed Phase #4 Assessment Roll – Phase #4 Improvements

Parcel	**2707966 and 961613**
Assessment	**$12,000,000**
Equivalent Unit	**224.11**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$132,000	$770,400	$35,700	$938,100
2	$139,000	$761,926	$36,414	$937,340
3	$146,000	$753,002	$37,142	$936,144
4	$155,000	$743,629	$37,885	$936,514
5	$163,000	$733,678	$38,643	$935,320
6	$172,000	$723,213	$39,416	$934,629
7	$182,000	$712,171	$40,204	$934,375
8	$193,000	$700,486	$41,008	$934,494
9	$204,000	$688,096	$41,828	$933,924
10	$215,000	$674,999	$42,665	$932,664
11	$228,000	$661,196	$43,518	$932,714
12	$241,000	$646,558	$44,388	$931,947
13	$256,000	$631,086	$45,276	$932,362
14	$271,000	$614,651	$46,182	$931,833
15	$287,000	$597,253	$47,105	$931,358
16	$304,000	$578,827	$48,047	$930,875
17	$322,000	$559,310	$49,008	$930,319
18	$342,000	$538,638	$49,989	$930,627
19	$363,000	$516,682	$50,988	$930,670
20	$385,000	$493,377	$52,008	$930,385
21	$408,000	$468,660	$53,048	$929,708
22	$433,000	$442,466	$54,109	$929,576
23	$459,000	$414,668	$55,191	$928,859
24	$712,000	$385,200	$56,295	$1,153,495
25	$755,000	$339,490	$57,421	$1,151,911
26	$802,000	$291,019	$58,570	$1,151,588
27	$851,000	$239,530	$59,741	$1,150,271
28	$903,000	$184,896	$60,936	$1,148,832
29	$959,000	$126,923	$62,155	$1,148,078
30	$1,018,000	$65,356	$63,398	$1,146,753
Total	**$12,000,000**	**$16,057,383**	**$1,448,280**	**$29,505,663**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 30.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-1
Proposed Phase #4 Assessment Roll – Phase #4 Improvements By Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$48,726.07**
Equivalent Unit (2022 Revised)	**0.91**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$536	$3,128	$145	$3,809
2	$564	$3,094	$148	$3,806
3	$593	$3,058	$151	$3,801
4	$629	$3,020	$154	$3,803
5	$662	$2,979	$157	$3,798
6	$698	$2,937	$160	$3,795
7	$739	$2,892	$163	$3,794
8	$784	$2,844	$167	$3,795
9	$828	$2,794	$170	$3,792
10	$873	$2,741	$173	$3,787
11	$926	$2,685	$177	$3,787
12	$979	$2,625	$180	$3,784
13	$1,039	$2,563	$184	$3,786
14	$1,100	$2,496	$188	$3,784
15	$1,165	$2,425	$191	$3,782
16	$1,234	$2,350	$195	$3,780
17	$1,307	$2,271	$199	$3,778
18	$1,389	$2,187	$203	$3,779
19	$1,474	$2,098	$207	$3,779
20	$1,563	$2,003	$211	$3,778
21	$1,657	$1,903	$215	$3,775
22	$1,758	$1,797	$220	$3,775
23	$1,864	$1,684	$224	$3,772
24	$2,891	$1,564	$229	$4,684
25	$3,066	$1,378	$233	$4,677
26	$3,257	$1,182	$238	$4,676
27	$3,455	$973	$243	$4,671
28	$3,667	$751	$247	$4,665
29	$3,894	$515	$252	$4,662
30	$4,134	$265	$257	$4,656
Total	**$48,726**	**$65,201**	**$5,881**	**$119,808**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 30.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-1
Proposed Phase #4 Assessment Roll – Phase #4 Improvements By Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$42,300.46**
Equivalent Unit (2022 Revised)	**0.79**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$465	$2,716	$126	$3,307
2	$490	$2,686	$128	$3,304
3	$515	$2,654	$131	$3,300
4	$546	$2,621	$134	$3,301
5	$575	$2,586	$136	$3,297
6	$606	$2,549	$139	$3,295
7	$642	$2,510	$142	$3,294
8	$680	$2,469	$145	$3,294
9	$719	$2,426	$147	$3,292
10	$758	$2,379	$150	$3,288
11	$804	$2,331	$153	$3,288
12	$850	$2,279	$156	$3,285
13	$902	$2,225	$160	$3,287
14	$955	$2,167	$163	$3,285
15	$1,012	$2,105	$166	$3,283
16	$1,072	$2,040	$169	$3,281
17	$1,135	$1,972	$173	$3,279
18	$1,206	$1,899	$176	$3,281
19	$1,280	$1,821	$180	$3,281
20	$1,357	$1,739	$183	$3,280
21	$1,438	$1,652	$187	$3,277
22	$1,526	$1,560	$191	$3,277
23	$1,618	$1,462	$195	$3,274
24	$2,510	$1,358	$198	$4,066
25	$2,661	$1,197	$202	$4,061
26	$2,827	$1,026	$206	$4,059
27	$3,000	$844	$211	$4,055
28	$3,183	$652	$215	$4,050
29	$3,381	$447	$219	$4,047
30	$3,589	$230	$223	$4,042
Total	**$42,301**	**$56,373**	**$4,882**	**$99,967**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 30.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-1
Proposed Phase #4 Assessment Roll – Phase #4 Improvements By Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$38,017.05**
Equivalent Unit (2022 Revised)	**0.71**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$418	$2,441	$113	$2,972
2	$440	$2,414	$115	$2,970
3	$463	$2,386	$118	$2,966
4	$491	$2,356	$120	$2,967
5	$516	$2,324	$122	$2,963
6	$545	$2,291	$125	$2,961
7	$577	$2,256	$127	$2,960
8	$611	$2,219	$130	$2,961
9	$646	$2,180	$133	$2,959
10	$681	$2,138	$135	$2,955
11	$722	$2,095	$138	$2,955
12	$764	$2,048	$141	$2,952
13	$811	$1,999	$143	$2,954
14	$859	$1,947	$146	$2,952
15	$909	$1,892	$149	$2,951
16	$963	$1,834	$152	$2,949
17	$1,020	$1,772	$155	$2,947
18	$1,083	$1,706	$158	$2,948
19	$1,150	$1,637	$162	$2,948
20	$1,220	$1,563	$165	$2,948
21	$1,293	$1,485	$168	$2,945
22	$1,372	$1,402	$171	$2,945
23	$1,454	$1,314	$175	$2,943
24	$2,256	$1,220	$178	$3,654
25	$2,392	$1,076	$182	$3,649
26	$2,541	$922	$186	$3,648
27	$2,696	$759	$189	$3,644
28	$2,861	$586	$193	$3,640
29	$3,038	$402	$197	$3,637
30	$3,225	$207	$201	$3,633
Total	**$38,017**	**$50,871**	**$4,588**	**$93,477**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 30.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

APPENDIX K-2
PROPOSED PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITONAL PROJECTS

Appendix K-2
Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects

Parcel	**2707966 and 961613**
Assessment	**$1,973,394**
Equivalent Unit	**224.11**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$19,000	$126,692	$10,200	$155,892
2	$20,000	$125,472	$10,404	$155,876
3	$22,000	$124,188	$10,612	$156,800
4	$23,000	$122,776	$10,824	$156,600
5	$25,000	$121,299	$11,041	$157,340
6	$26,000	$119,694	$11,262	$156,956
7	$28,000	$118,025	$11,487	$157,512
8	$30,000	$116,227	$11,717	$157,944
9	$32,000	$114,301	$11,951	$158,252
10	$34,000	$112,247	$12,190	$158,437
11	$36,000	$110,064	$12,434	$158,498
12	$38,000	$107,753	$12,682	$158,435
13	$40,000	$105,313	$12,936	$158,249
14	$43,000	$102,745	$13,195	$158,940
15	$46,000	$99,985	$13,459	$159,443
16	$49,000	$97,031	$13,728	$159,759
17	$52,000	$93,886	$14,002	$159,888
18	$55,000	$90,547	$14,282	$159,830
19	$59,000	$87,016	$14,568	$160,584
20	$62,000	$83,228	$14,859	$160,088
21	$67,000	$79,248	$15,157	$161,405
22	$71,000	$74,947	$15,460	$161,406
23	$73,000	$70,388	$15,769	$159,157
24	$120,000	$65,702	$16,084	$201,786
25	$128,000	$57,998	$16,406	$202,404
26	$136,000	$49,780	$16,734	$202,514
27	$145,000	$41,049	$17,069	$203,118
28	$154,000	$31,740	$17,410	$203,150
29	$164,000	$21,853	$17,758	$203,612
30	$176,394	$11,324	$18,114	$205,832
Total	**$1,973,394**	**$2,682,521**	**$413,794**	**$5,069,710**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 5 and 6.42% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-2
Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects By Lot Type

Parcel	**Lot Type 1 (74 Ft)**
Assessment	**$8,012.98**
Equivalent Unit (2025 Revised)	**0.91**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$77	$514	$41	$633
2	$81	$509	$42	$633
3	$89	$504	$43	$637
4	$93	$499	$44	$636
5	$102	$493	$45	$639
6	$106	$486	$46	$637
7	$114	$479	$47	$640
8	$122	$472	$48	$641
9	$130	$464	$49	$643
10	$138	$456	$49	$643
11	$146	$447	$50	$644
12	$154	$438	$51	$643
13	$162	$428	$53	$643
14	$175	$417	$54	$645
15	$187	$406	$55	$647
16	$199	$394	$56	$649
17	$211	$381	$57	$649
18	$223	$368	$58	$649
19	$240	$353	$59	$652
20	$252	$338	$60	$650
21	$272	$322	$62	$655
22	$288	$304	$63	$655
23	$296	$286	$64	$646
24	$487	$267	$65	$819
25	$520	$236	$67	$822
26	$552	$202	$68	$822
27	$589	$167	$69	$825
28	$625	$129	$71	$825
29	$666	$89	$72	$827
30	$716	$46	$74	$836
Total	**$8,013**	**$10,892**	**$1,680**	**$20,586**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 5 and 6.42% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix J-2
Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects By Lot Type

Parcel	**Lot Type 2 (60 Ft)**
Assessment	**$6,956.32**
Equivalent Unit (2025 Revised)	**0.79**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$67	$447	$36	$550
2	$71	$442	$37	$549
3	$78	$438	$37	$553
4	$81	$433	$38	$552
5	$88	$428	$39	$555
6	$92	$422	$40	$553
7	$99	$416	$40	$555
8	$106	$410	$41	$557
9	$113	$403	$42	$558
10	$120	$396	$43	$558
11	$127	$388	$44	$559
12	$134	$380	$45	$558
13	$141	$371	$46	$558
14	$152	$362	$47	$560
15	$162	$352	$47	$562
16	$173	$342	$48	$563
17	$183	$331	$49	$564
18	$194	$319	$50	$563
19	$208	$307	$51	$566
20	$219	$293	$52	$564
21	$236	$279	$53	$569
22	$250	$264	$54	$569
23	$257	$248	$56	$561
24	$423	$232	$57	$711
25	$451	$204	$58	$713
26	$479	$175	$59	$714
27	$511	$145	$60	$716
28	$543	$112	$61	$716
29	$578	$77	$63	$718
30	$622	$40	$64	$726
Total	**$6,956**	**$9,456**	**$1,459**	**$17,871**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 5 and 6.42% per annum thereafter.

[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-2
Proposed Phase #4 Assessment Roll – Phase #4 Additional Projects By Lot Type

Parcel	**Lot Type 3 (50 Ft)**
Assessment	**$6,251.98**
Equivalent Unit (2025 Revised)	**0.71**

Year	Principal[1]	Interest[1]	Administrative Expenses[2]	Total Annual Installment
1	$60	$401	$32	$494
2	$63	$398	$33	$494
3	$70	$393	$34	$497
4	$73	$389	$34	$496
5	$79	$384	$35	$498
6	$82	$379	$36	$497
7	$89	$374	$36	$499
8	$95	$368	$37	$500
9	$101	$362	$38	$501
10	$108	$356	$39	$502
11	$114	$349	$39	$502
12	$120	$341	$40	$502
13	$127	$334	$41	$501
14	$136	$326	$42	$504
15	$146	$317	$43	$505
16	$155	$307	$43	$506
17	$165	$297	$44	$507
18	$174	$287	$45	$506
19	$187	$276	$46	$509
20	$196	$264	$47	$507
21	$212	$251	$48	$511
22	$225	$237	$49	$511
23	$231	$223	$50	$504
24	$380	$208	$51	$639
25	$406	$184	$52	$641
26	$431	$158	$53	$642
27	$459	$130	$54	$643
28	$488	$101	$55	$644
29	$520	$69	$56	$645
30	$559	$36	$57	$652
Total	**$6,252**	**$8,498**	**$1,311**	**$16,061**

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Project Interest is calculated using an estimated interest rate of 6.42% per annum for years 1 to 5 and 6.42% per annum thereafte
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	AA	1	60'	0.79	$49,256.98
TBD	AA	2	60'	0.79	$49,256.98
TBD	AA	3	60'	0.79	$49,256.98
TBD	AA	4	60'	0.79	$49,256.98
TBD	AA	5	60'	0.79	$49,256.98
TBD	AA	6	60'	0.79	$49,256.98
TBD	AA	7	60'	0.79	$49,256.98
TBD	AA	8	60'	0.79	$49,256.98
TBD	AA	9	60'	0.79	$49,256.98
TBD	AA	10	60'	0.79	$49,256.98
TBD	AA	11	60'	0.79	$49,256.98
TBD	AA	12	60'	0.79	$49,256.98
TBD	AA	13	60'	0.79	$49,256.98
TBD	AA	14	60'	0.79	$49,256.98
TBD	AA	15	60'	0.79	$49,256.98
TBD	AA	16	60'	0.79	$49,256.98
TBD	AA	17	60'	0.79	$49,256.98
TBD	AA	18	60'	0.79	$49,256.98
TBD	AA	19	60'	0.79	$49,256.98
TBD	AA	20	60'	0.79	$49,256.98
TBD	AA	21	60'	0.79	$49,256.98
TBD	AA	1X	Open Space	0.00	$0.00
TBD	BB	1	50'	0.71	$44,268.93
TBD	BB	2	50'	0.71	$44,268.93
TBD	BB	3	50'	0.71	$44,268.93
TBD	BB	4	50'	0.71	$44,268.93
TBD	BB	5	50'	0.71	$44,268.93
TBD	BB	6	50'	0.71	$44,268.93
TBD	BB	7	50'	0.71	$44,268.93
TBD	BB	8	50'	0.71	$44,268.93
TBD	Q	6X	Open Space	0.00	$0.00
TBD	Q	44	50'	0.71	$44,268.93
TBD	Q	45	50'	0.71	$44,268.93
TBD	Q	46	50'	0.71	$44,268.93
TBD	Q	47	50'	0.71	$44,268.93
TBD	Q	48	50'	0.71	$44,268.93
TBD	Q	49	50'	0.71	$44,268.93
TBD	Q	50	50'	0.71	$44,268.93
TBD	Q	51	50'	0.71	$44,268.93
TBD	Q	52	50'	0.71	$44,268.93

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	Q	53	50'	0.71	$44,268.93
TBD	Q	54	50'	0.71	$44,268.93
TBD	Q	55	50'	0.71	$44,268.93
TBD	Q	56	50'	0.71	$44,268.93
TBD	Q	57	50'	0.71	$44,268.93
TBD	Q	58	50'	0.71	$44,268.93
TBD	Q	59	50'	0.71	$44,268.93
TBD	Q	60	50'	0.71	$44,268.93
TBD	Q	61	50'	0.71	$44,268.93
TBD	Q	62	50'	0.71	$44,268.93
TBD	Q	63	50'	0.71	$44,268.93
TBD	Q	64	50'	0.71	$44,268.93
TBD	Q	65	50'	0.71	$44,268.93
TBD	Q	66	50'	0.71	$44,268.93
TBD	Q	67	50'	0.71	$44,268.93
TBD	Q	68	50'	0.71	$44,268.93
TBD	Q	69	50'	0.71	$44,268.93
TBD	Q	70	50'	0.71	$44,268.93
TBD	Q	71	50'	0.71	$44,268.93
TBD	Q	72	50'	0.71	$44,268.93
TBD	Q	73	50'	0.71	$44,268.93
TBD	Q	74	50'	0.71	$44,268.93
TBD	Q	75	50'	0.71	$44,268.93
TBD	Q	76	50'	0.71	$44,268.93
TBD	Q	77	50'	0.71	$44,268.93
TBD	Q	78	50'	0.71	$44,268.93
TBD	Q	79	50'	0.71	$44,268.93
TBD	Q	80	50'	0.71	$44,268.93
TBD	Q	81	50'	0.71	$44,268.93
TBD	Q	82	50'	0.71	$44,268.93
TBD	Q	83	50'	0.71	$44,268.93
TBD	Q	84	50'	0.71	$44,268.93
TBD	Q	85	50'	0.71	$44,268.93
TBD	Q	86	50'	0.71	$44,268.93
TBD	Q	87	60'	0.79	$49,256.98
TBD	Q	88	60'	0.79	$49,256.98
TBD	Q	89	60'	0.79	$49,256.98
TBD	Q	90	60'	0.79	$49,256.98
TBD	Q	91	60'	0.79	$49,256.98
TBD	Q	92	60'	0.79	$49,256.98

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	Q	93	60'	0.79	$49,256.98
TBD	Q	94	60'	0.79	$49,256.98
TBD	Q	95	60'	0.79	$49,256.98
TBD	Q	96	60'	0.79	$49,256.98
TBD	Q	97	60'	0.79	$49,256.98
TBD	Q	98	60'	0.79	$49,256.98
TBD	Q	99	60'	0.79	$49,256.98
TBD	Q	100	60'	0.79	$49,256.98
TBD	Q	101	60'	0.79	$49,256.98
TBD	Q	102	60'	0.79	$49,256.98
TBD	Q	103	60'	0.79	$49,256.98
TBD	Q	104	60'	0.79	$49,256.98
TBD	Q	105	60'	0.79	$49,256.98
TBD	Q	106	60'	0.79	$49,256.98
TBD	Q	107	60'	0.79	$49,256.98
TBD	Q	108	60'	0.79	$49,256.98
TBD	Q	109	60'	0.79	$49,256.98
TBD	Q	110	60'	0.79	$49,256.98
TBD	Q	111	60'	0.79	$49,256.98
TBD	Q	112	60'	0.79	$49,256.98
TBD	Q	113	60'	0.79	$49,256.98
TBD	Q	114	60'	0.79	$49,256.98
TBD	Q	115	60'	0.79	$49,256.98
TBD	Q	116	60'	0.79	$49,256.98
TBD	Q	117	74'	0.91	$56,739.05
TBD	Q	118	74'	0.91	$56,739.05
TBD	Q	119	74'	0.91	$56,739.05
TBD	Q	120	74'	0.91	$56,739.05
TBD	Q	121	74'	0.91	$56,739.05
TBD	Q	122	74'	0.91	$56,739.05
TBD	Q	123	74'	0.91	$56,739.05
TBD	Q	124	74'	0.91	$56,739.05
TBD	Q	125	74'	0.91	$56,739.05
TBD	Q	7X	Open Space	0.00	$0.00
TBD	Q	8X	Open Space	0.00	$0.00
TBD	Q	9X	Open Space	0.00	$0.00
TBD	Q	10X	Open Space	0.00	$0.00
TBD	Q	11X	Open Space	0.00	$0.00
TBD	T	3X	Open Space	0.00	$0.00
TBD	T	19	50'	0.71	$44,268.93

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	T	20	50'	0.71	$44,268.93
TBD	T	21	50'	0.71	$44,268.93
TBD	T	22	50'	0.71	$44,268.93
TBD	T	23	50'	0.71	$44,268.93
TBD	T	24	50'	0.71	$44,268.93
TBD	T	25	50'	0.71	$44,268.93
TBD	T	26	50'	0.71	$44,268.93
TBD	T	27	50'	0.71	$44,268.93
TBD	T	28	50'	0.71	$44,268.93
TBD	T	29	50'	0.71	$44,268.93
TBD	T	30	50'	0.71	$44,268.93
TBD	T	31	50'	0.71	$44,268.93
TBD	T	32	50'	0.71	$44,268.93
TBD	V	1	50'	0.71	$44,268.93
TBD	V	2	50'	0.71	$44,268.93
TBD	V	3	50'	0.71	$44,268.93
TBD	V	4	50'	0.71	$44,268.93
TBD	V	5	50'	0.71	$44,268.93
TBD	V	6	50'	0.71	$44,268.93
TBD	V	7	50'	0.71	$44,268.93
TBD	V	8	50'	0.71	$44,268.93
TBD	V	9	50'	0.71	$44,268.93
TBD	V	10	50'	0.71	$44,268.93
TBD	V	11	50'	0.71	$44,268.93
TBD	V	12	50'	0.71	$44,268.93
TBD	V	13	50'	0.71	$44,268.93
TBD	V	14	50'	0.71	$44,268.93
TBD	V	15	50'	0.71	$44,268.93
TBD	V	16	50'	0.71	$44,268.93
TBD	V	17	50'	0.71	$44,268.93
TBD	V	18	50'	0.71	$44,268.93
TBD	V	19	50'	0.71	$44,268.93
TBD	V	20	50'	0.71	$44,268.93
TBD	V	21	50'	0.71	$44,268.93
TBD	V	22	50'	0.71	$44,268.93
TBD	V	23	50'	0.71	$44,268.93
TBD	V	24	50'	0.71	$44,268.93
TBD	V	25	50'	0.71	$44,268.93
TBD	V	26	50'	0.71	$44,268.93
TBD	V	27	50'	0.71	$44,268.93

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	V	28	50'	0.71	$44,268.93
TBD	V	29	50'	0.71	$44,268.93
TBD	V	30	50'	0.71	$44,268.93
TBD	V	31	50'	0.71	$44,268.93
TBD	V	32	50'	0.71	$44,268.93
TBD	V	33	50'	0.71	$44,268.93
TBD	V	34	50'	0.71	$44,268.93
TBD	V	35	50'	0.71	$44,268.93
TBD	V	36	50'	0.71	$44,268.93
TBD	V	37	50'	0.71	$44,268.93
TBD	V	38	50'	0.71	$44,268.93
TBD	V	39	50'	0.71	$44,268.93
TBD	V	40	50'	0.71	$44,268.93
TBD	V	41	50'	0.71	$44,268.93
TBD	V	1X	Open Space	0.00	$0.00
TBD	W	1X	Open Space	0.00	$0.00
TBD	W	1	60'	0.79	$49,256.98
TBD	W	2	60'	0.79	$49,256.98
TBD	W	3	60'	0.79	$49,256.98
TBD	W	4	60'	0.79	$49,256.98
TBD	W	5	60'	0.79	$49,256.98
TBD	W	6	60'	0.79	$49,256.98
TBD	W	7	60'	0.79	$49,256.98
TBD	W	8	60'	0.79	$49,256.98
TBD	W	9	60'	0.79	$49,256.98
TBD	W	10	60'	0.79	$49,256.98
TBD	W	11	60'	0.79	$49,256.98
TBD	W	12	60'	0.79	$49,256.98
TBD	W	13	60'	0.79	$49,256.98
TBD	W	14	60'	0.79	$49,256.98
TBD	W	15	60'	0.79	$49,256.98
TBD	W	16	60'	0.79	$49,256.98
TBD	W	17	60'	0.79	$49,256.98
TBD	W	18	60'	0.79	$49,256.98
TBD	W	19	60'	0.79	$49,256.98
TBD	W	20	60'	0.79	$49,256.98
TBD	W	21	60'	0.79	$49,256.98
TBD	W	22	60'	0.79	$49,256.98
TBD	W	23	60'	0.79	$49,256.98
TBD	W	24	60'	0.79	$49,256.98

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	W	25	60'	0.79	$49,256.98
TBD	W	26	60'	0.79	$49,256.98
TBD	W	27	60'	0.79	$49,256.98
TBD	W	28	60'	0.79	$49,256.98
TBD	X	1	50'	0.71	$44,268.93
TBD	X	2	50'	0.71	$44,268.93
TBD	X	3	50'	0.71	$44,268.93
TBD	X	4	50'	0.71	$44,268.93
TBD	X	5	50'	0.71	$44,268.93
TBD	X	6	50'	0.71	$44,268.93
TBD	X	7	50'	0.71	$44,268.93
TBD	X	8	50'	0.71	$44,268.93
TBD	X	9	50'	0.71	$44,268.93
TBD	X	10	50'	0.71	$44,268.93
TBD	X	11	50'	0.71	$44,268.93
TBD	X	12	50'	0.71	$44,268.93
TBD	X	13	50'	0.71	$44,268.93
TBD	X	14	50'	0.71	$44,268.93
TBD	X	15	50'	0.71	$44,268.93
TBD	X	16	50'	0.71	$44,268.93
TBD	X	17	50'	0.71	$44,268.93
TBD	X	18	50'	0.71	$44,268.93
TBD	X	19	50'	0.71	$44,268.93
TBD	X	20	50'	0.71	$44,268.93
TBD	X	21	60'	0.79	$49,256.98
TBD	X	22	60'	0.79	$49,256.98
TBD	X	23	60'	0.79	$49,256.98
TBD	X	24	60'	0.79	$49,256.98
TBD	X	25	60'	0.79	$49,256.98
TBD	X	26	60'	0.79	$49,256.98
TBD	X	27	60'	0.79	$49,256.98
TBD	X	28	60'	0.79	$49,256.98
TBD	X	29	60'	0.79	$49,256.98
TBD	X	30	60'	0.79	$49,256.98
TBD	X	31	60'	0.79	$49,256.98
TBD	X	32	60'	0.79	$49,256.98
TBD	X	33	60'	0.79	$49,256.98
TBD	X	34	60'	0.79	$49,256.98
TBD	X	35	60'	0.79	$49,256.98
TBD	X	36	60'	0.79	$49,256.98

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	X	37	60'	0.79	$49,256.98
TBD	X	38	60'	0.79	$49,256.98
TBD	X	39	60'	0.79	$49,256.98
TBD	X	40	60'	0.79	$49,256.98
TBD	X	41	60'	0.79	$49,256.98
TBD	X	42	60'	0.79	$49,256.98
TBD	X	43	60'	0.79	$49,256.98
TBD	X	44	60'	0.79	$49,256.98
TBD	X	45	60'	0.79	$49,256.98
TBD	X	46	60'	0.79	$49,256.98
TBD	X	47	60'	0.79	$49,256.98
TBD	X	48	60'	0.79	$49,256.98
TBD	X	49	60'	0.79	$49,256.98
TBD	X	50	60'	0.79	$49,256.98
TBD	X	51	60'	0.79	$49,256.98
TBD	X	52	60'	0.79	$49,256.98
TBD	X	53	60'	0.79	$49,256.98
TBD	X	54	60'	0.79	$49,256.98
TBD	X	55	60'	0.79	$49,256.98
TBD	X	56	74'	0.91	$56,739.05
TBD	X	57	74'	0.91	$56,739.05
TBD	X	58	74'	0.91	$56,739.05
TBD	X	59	74'	0.91	$56,739.05
TBD	X	60	74'	0.91	$56,739.05
TBD	X	61	74'	0.91	$56,739.05
TBD	X	62	74'	0.91	$56,739.05
TBD	X	63	74'	0.91	$56,739.05
TBD	X	64	74'	0.91	$56,739.05
TBD	X	65	74'	0.91	$56,739.05
TBD	X	66	74'	0.91	$56,739.05
TBD	X	67	74'	0.91	$56,739.05
TBD	X	68	74'	0.91	$56,739.05
TBD	X	69	74'	0.91	$56,739.05
TBD	X	70	74'	0.91	$56,739.05
TBD	X	71	74'	0.91	$56,739.05
TBD	X	1X	Open Space	0.00	$0.00
TBD	X	2X	Open Space	0.00	$0.00
TBD	Y	1X	Open Space	0.00	$0.00
TBD	Z	1X	Open Space	0.00	$0.00
TBD	Z	2X	Open Space	0.00	$0.00

Appendix K-3
Phases #4 Assessment Roll Summary

Parcel ID	Block #	Lot #	Lot Size	Equivalent Units	Outstanding Assessment
TBD	Z	1	74'	0.91	$56,739.05
TBD	Z	2	74'	0.91	$56,739.05
TBD	Z	3	74'	0.91	$56,739.05
TBD	Z	4	74'	0.91	$56,739.05
TBD	Z	5	74'	0.91	$56,739.05
TBD	Z	6	74'	0.91	$56,739.05
TBD	Z	7	74'	0.91	$56,739.05
TBD	Z	8	74'	0.91	$56,739.05
TBD	Z	9	74'	0.91	$56,739.05
TBD	Z	10	74'	0.91	$56,739.05
TBD	Z	11	74'	0.91	$56,739.05
TBD	Z	12	74'	0.91	$56,739.05
TBD	Z	13	74'	0.91	$56,739.05
TBD	Z	14	74'	0.91	$56,739.05
TBD	Z	15	74'	0.91	$56,739.05
TBD	Z	16	74'	0.91	$56,739.05
TBD	Z	17	74'	0.91	$56,739.05
TBD	Z	18	74'	0.91	$56,739.05
TBD	Z	19	74'	0.91	$56,739.05
TBD	Z	20	74'	0.91	$56,739.05
TBD	Z	21	74'	0.91	$56,739.05
TBD	Z	22	74'	0.91	$56,739.05
TBD	Z	23	74'	0.91	$56,739.05
TBD	Z	24	74'	0.91	$56,739.05
Total		**289**		**224.11**	**$13,973,394.00**

EXHIBIT B

CITY OF CELINA, TEXAS
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT two public hearings will be conducted by the City Council of Celina, Texas on May 13, 2025 at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearings will be held to consider proposed assessments to be levied against the assessable property within Phase #4 of the Cambridge Crossing Public Improvement District (the “District”) pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the “Act”).

The proposed Authorized Improvements to be undertaken at this time solely for the benefit of property within Phase #4 of the District (the "Phase #4 Improvements") include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; acquisition, construction, and improvement of water, wastewater, sanitary sewer, and storm drainage improvements and facilities; and other projects authorized by the Act; (ii) payment of costs associated with developing and financing the public improvements listed above, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property within the District; and (iii) payment of costs of establishing, administering, and operating the District.

The estimated total costs of the Phase #4 Improvements, including administrative costs and the costs of issuing bonds, is $12,000,000.

Phase #4’s allocable portion of the proposed Authorized Improvements to be undertaken in the future for the benefit of all of the property within the District (the "Phase #4 Additional Projects") include: (i) street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; acquisition, construction, and improvement of water and storm drainage improvements and facilities; and other projects authorized by the Act; (ii) payment of costs associated with developing and financing the public improvements listed above, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against property within the District; and (iii) payment of costs of establishing, administering, and operating the District.

The estimated total costs of the Phase #4 Additional Projects, including administrative costs and the costs of issuing bonds, is $1,973,394.

The boundaries of the District include approximately 484.074 gross acres of land generally located directly north of County Road 7, directly east of County Road 6, south of FM 428, and west of Dallas Parkway, 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 against benefitted property within Phase #4 of the District will be considered at the public hearings.

A copy of the proposed (i) Phase #4 Assessment Roll – Phase #4 Improvements, which includes the assessments proposed to be levied against each parcel of land within Phase #4 of the District that benefits from the Phase #4 Improvements and (ii) Phase #4 Assessment Roll – Phase #4 Additional Projects, which includes the assessments proposed to be levied against each parcel of land within Phase #4 of the District that benefits from the Phase #4 Additional Projects is available for public inspection at the office of the City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Finance
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robin Bromiley, Director of Finance
CC:	Karla Stovall, Assistant City Manager
Intiated by:	Jeovanna Rubio
Date:	April 8, 2025
Re:	Parks at Wilson Creek Annex PSAP

Action Requested:
Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain Phase #1 Projects to be financed within the Parks at Wilson Creek Annex Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #1 Assessment Roll; and providing for noticing and calling a public hearing on May 13, 2025, to consider an ordinance levying assessments on property located within Phase #1 of the Parks at Wilson Creek Annex Public Improvement District. (Bromiley)

Background Information:
The Parks at Wilson Creek Annex Public Improvement District (the "Parks at Wilson Creek Annex PID") was created by the City on September 14, 2021, and is an approximately 50.9806 acre master planned project located in a fast-growing development area of the City generally located north of Collin County Outer Loop and east of Custer Road (FM 2478). The Parks at Wilson Creek Annex PID is expected to have approximately 217 single-family homes over multiple phases.

Phase #1 consists of approximately 11.7473 acres and is projected to consist of 49 single-family residential units.

The estimated authorized public improvement cost for Phase #1 is $3,637,821 (streets, drainage, water, sewer, etc.) and the proportional share of major improvements is $232,033 (streets, water, etc.). For a total Phase #1 project costs $3,869,854.

The estimated PID assessment is:

Lot Size	Total Assessment per Unit	Average Annual Installment per Unit
40'	$60,204	$5,399

This Resolution identifies the costs of authorized public improvements that are to be financed by the PID assessment within Phase #1. It also approves a preliminary service and assessment plan including information related to Phase #1. In compliance with state law, the resolution directs the filing of the proposed Phase #1 Assessment Roll with the City Secretary and calls a public hearing on May 13, 2025 during the scheduled City Council meeting to consider an ordinance levying the PID assessments on properties located within Phase #1.

If City Council approves the preliminary SAP (on April 8, 2025), staff will place a levy ordinance on the agenda for consideration on May 13, 2025. Staff also anticipates including a Reimbursement Agreement for The Parks at Wilson Creek Annex PID on the May 13, 2025 agenda.

Legal Review:
PSAP and Resolution approved by Bond Counsel.

Supporting Documents:
1. Staff Presentation
2. The Parks at Wilson Creek Annex PID Phase 1 2025 - Resolution Approving PSAP and Calling Public Hearing

Financial Consideration:
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Parks at Wilson Creek Annex Phase #1 to fund the identified public improvements.

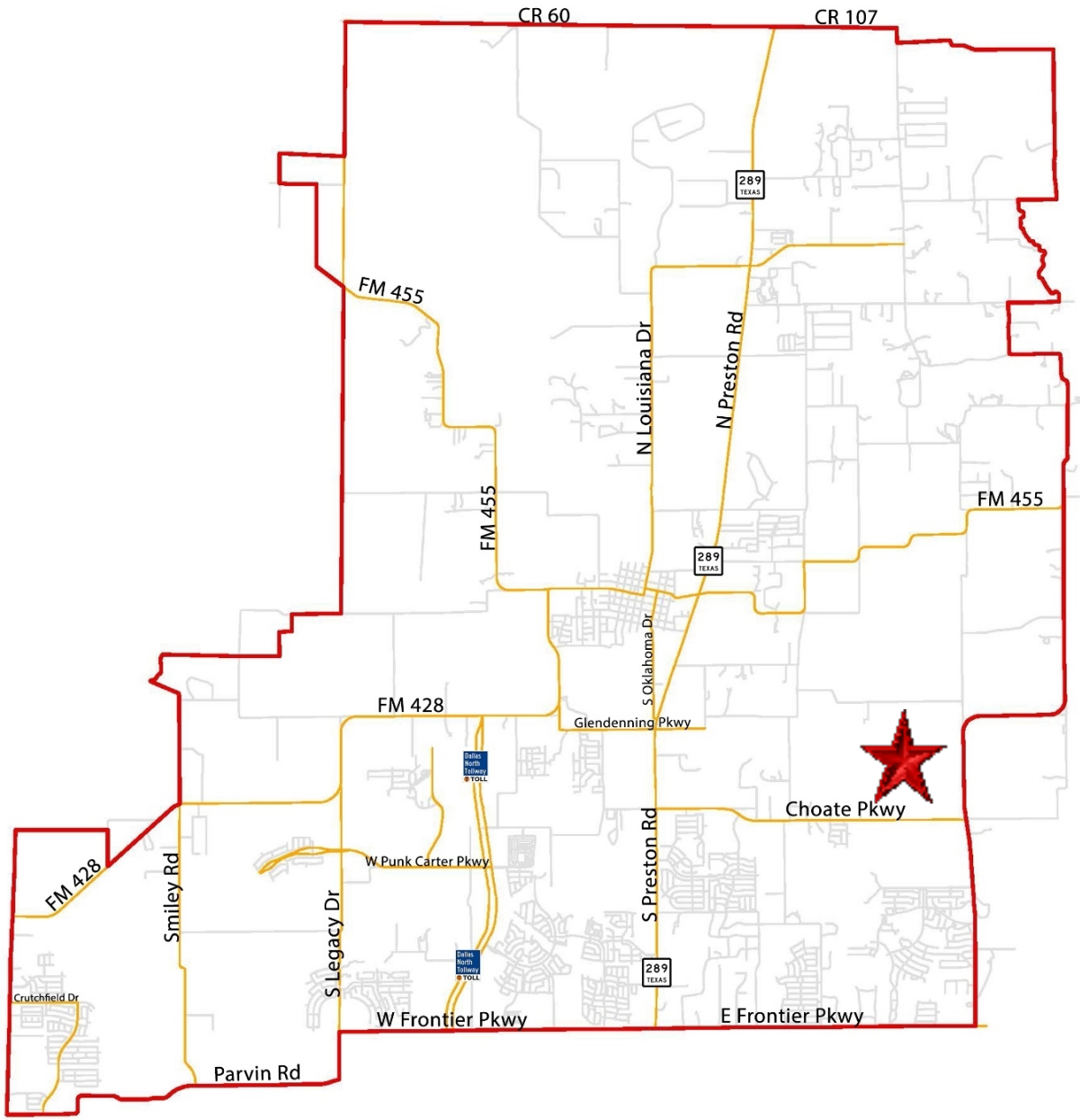
Staff Recommendation:
Staff recommends approval.

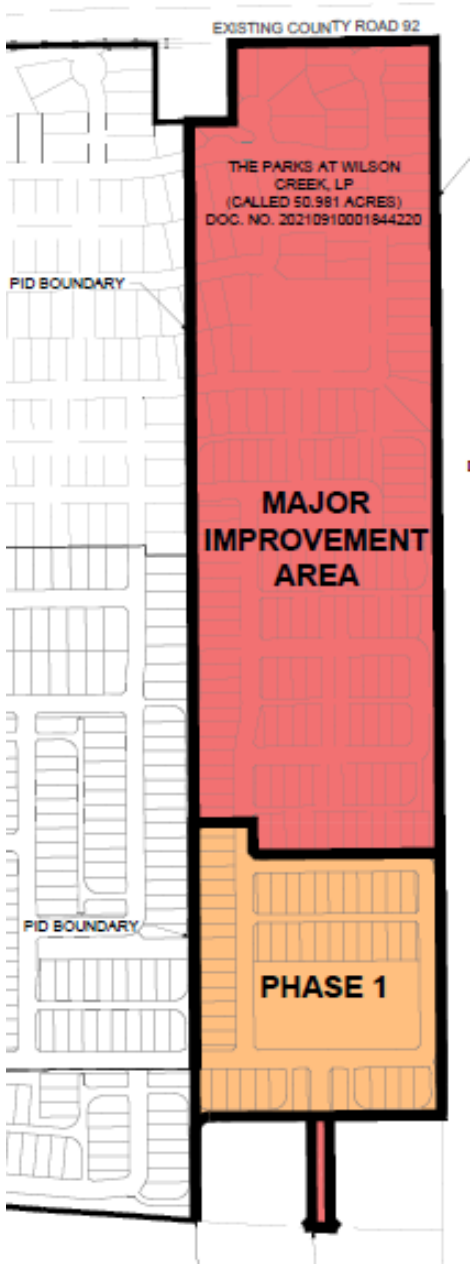
THE PARKS AT WILSON CREEK ANNEX PID

PHASE #1 PRELIMINARY SAP

City Council
April 8, 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 COUNTY ROAD 92
THE PARKS AT WILSON CREEK, LP
(CALLED 50.981 ACRES)
DOC. NO. 20210910001844220
PID BOUNDARY
MAJOR IMPROVEMENT AREA
PID BOUNDARY
PHASE 1

THE PARKS AT WILSON CREEK ANNEX PID

- The property within the PID is proposed to have
  - 217 single family lots across multiple phases
- Requesting to levy assessments against the to-be-constructed Phase #1
  - 49 single family lots
  - Estimated Authorized Improvement Cost: $3,869,854
    - Phase #1 Improvements - $3,637,821
    - Proportional Share of Major Improvements - $232,033
  - Estimated PID Assessment: $2,950,000
- The Phase # 1 Assessments, when levied, are anticipated to secure, a Reimbursement Agreement with the developer following the Phase # 1 levy.

PHASE #1 PID AUTHORIZED IMPROVEMENTS

Authorized Improvements	Phase # 1 Improvements	Proportional Share of Major Improvements[1]	Total Phase # 1 Projects
Roadway Improvements	$1,737,296	$148,306	$1,885,602
Water Improvements	**$401,697**	**$33,907**	**$435,604**
Sanitary Sewer Improvements	$282,363	$0	$282,363
Storm Drainage Improvements	**$327,165**	**$0**	**$327,165**
Other Soft and Miscellaneous Costs	$889,300	$49,819	$939,119
Total Authorized Improvements	**$3,637,821**	**$232,033**	**$3,869,854**

PHASE #1 PID ASSESSMENT

Lot Size	Total Direct Assessment per Unit	Average Annual Installment per Unit
40’	$60,204	$5,399

PHASE #1 TAX RATE ANALYSIS

Tax Rate Analysis	Tax Rate (Per $100/AV)
Calculated Net Tax Rate Equivalent for Overlapping PID Assessments	$0.8800
FYE 2025 Overlapping Tax Rates	$2.0645
Estimated Total Tax Rate	$2.9445

*Estimated and subject to change

- Calculated Net Tax Rate Equivalent for Phase #1 levy assessment is $0.88/$100 in valuation..

TIMELINE

- April 8, 2025 – Pre-SAP and calling a public hearing resolution
- May 13, 2025– Levy Ordinance for PID assessment
- May 13, 2025– Reimbursement Agreement

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 #1 PROJECTS TO BE FINANCED WITHIN THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED PHASE #1 ASSESSMENT ROLL; DIRECTING THE FILING OF THE PROPOSED PHASE #1 ASSESSMENT ROLL WITH THE CITY SECRETARY OR ASSISTANT CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR MAY 13, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #1 OF THE PARKS AT WILSON CREEK ANNEX 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 September 14, 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. 2021-83R (the "Authorization Resolution"), authorizing, establishing, and creating the "Parks at Wilson Creek Annex 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 a The Parks at Wilson Creek (Annex) Public Improvement District Preliminary Service and Assessment Plan, dated April 8, 2025, including the Proposed Phase #1 Assessment Roll (as defined herein) attached thereto (collectively, the "Preliminary SAP") relating to certain assessments proposed to be levied against property within Phase #1 of the District. 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 #1" of the District, (iv) identifies the costs of the Authorized Improvements expected to be

constructed for the benefit of Phase #1 (the "Phase #1 Projects"), and (v) sets forth the proposed assessment roll for Phase #1 (the "Proposed Phase #1 Assessment Roll"); and

WHEREAS, the Preliminary SAP sets forth the estimated total costs of certain of the Phase #1 Projects to be financed by the District at this time and the Proposed Phase #1 Assessment Roll states the assessments proposed to be levied against each benefitted parcel of land in Phase #1 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

WHEREAS, the PID Act requires that the Proposed Phase #1 Assessment Roll be filed with the municipal secretary (the "City Secretary" or the "Assistant 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 #1 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 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 #1 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 #1 Projects to be financed by the District are as set forth in Table IV-A of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #1 Projects, or any portion thereof, shall be subject to and contingent upon the City Council's approval of a final, updated Service and Assessment Plan, which will include a final Phase #1 Assessment Roll, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #1 Assessment Roll states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in Phase #1 of the District that benefits from the Phase #1 Projects, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Phase #1 Assessment Roll with the City Secretary or the Assistant City Secretary and directs the City Secretary or the Assistant 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 **May 13, 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 #1 of the District that benefits from the Phase #1 Projects and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary to publish notice of the Assessment Hearing to be held on **May 13, 2025**, in substantially the form attached hereto as **Exhibit B** and incorporated herein for all purposes, in the *Celina Record*, a newspaper of general circulation in the City, on or before **May 1, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phase #1 Assessment Roll is filed with the City Secretary or the Assistant City Secretary, the City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before **May 1, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **May 13, 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 **May 13, 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 8th day of April, 2025.

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

EXHIBIT A

PRELIMINARY SAP

THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

PRELIMINARY SERVICE AND ASSESSMENT PLAN

April 8th, 2025

PREPARED BY:

MUNICAP, INC.
PUBLIC FINANCE

THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT

PRELIMINARY SERVICE AND ASSESSMENT PLAN

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I. PLAN DESCRIPTION AND DEFINED TERMS

A. INTRODUCTION

On September 14, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-83R (filed in the real property records of Collin County, Texas as Document No. 20210920001913730 on September 20, 2021) approving and authorizing the creation of The Parks at Wilson Creek Annex Public Improvement District (the "PID") to finance the costs of certain public improvements for the benefit of property in the PID (the "Authorized Improvements"), all of which is located within the City of Celina.

The property in the PID is proposed to be developed in multiple phases, and the PID will finance public improvements as the property within the PID is developed. Assessments will be imposed on all property in the PID for the public improvements that benefit the entire PID and on the property in each phase for the public improvements to be constructed for the benefit of that phase.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The The Parks at Wilson Creek Annex Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a service and assessment plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (1) cover a period of at least five years; (2) define the annual indebtedness and the projected costs for improvements, and (3) include a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended. The plan shall be reviewed and updated annually for the purpose of determining the annual budget for improvements." The service plan is described in Section IV of this Service and Assessment Plan. The copy of the notice form required by Section 5.014 of the Texas Property Code, as amended, is attached hereto as Appendix E.

Section 372.014 of the PID Act requires that "an assessment plan must be included in the annual service plan." The assessment plan is described in Section V of this Service and Assessment Plan.

Section 372.015 of the PID Act requires that "the governing body of the municipality or county shall apportion the cost of an improvement to be assessed against property in an improvement district." The method of assessing the costs of the Authorized Improvements and apportionment of such costs to the property in the PID is included in Section V of this Service and Assessment Plan.

Section 372.016 of the PID Act requires that "after the total cost of an improvement is determined, the governing body of the municipality or county shall prepare a proposed assessment roll. The assessment 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 included as Appendix G in this Service and Assessment Plan. The Assessments as shown on each Assessment Roll are based on the method of assessment and apportionment of costs described in Section V of this Service and Assessment Plan.

B. DEFINITIONS

Capitalized terms used herein shall have the meanings ascribed to them as follows:

"Actual Cost(s)" means, with respect to an Authorized Improvement, the demonstrated, reasonable, allocable, and allowable costs of constructing such Authorized Improvement, as specified in a Certification for Payment that has been reviewed and approved by the City. Actual Costs may include (a) the costs for the design, planning, financing, administration, management, acquisition, installation, construction and/or implementation of such Authorized Improvement, including general contractor construction management fees, if any, (b) the costs of preparing the construction plans for such Authorized Improvement, (c) the fees paid for obtaining permits, licenses or other governmental approvals for such Authorized Improvement, (d) the costs for external professional costs associated with such Authorized Improvement, such as engineering, geotechnical, surveying, land planning, architectural landscapers, advertising, marketing and research studies, appraisals, legal, accounting and similar professional services, and property taxes (e) the costs of all labor, bonds and materials, including equipment and fixtures, incurred by contractors, builders and materialmen 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, County permit fees, development fees), insurance premiums, and miscellaneous expenses.

Actual Costs include general contractor's fees in an amount up to a percentage equal to the percentage of work completed and accepted by the City or construction management fees in an amount up to five percent of the eligible Actual Costs described in a Certification for Payment. The amounts expended on legal costs, taxes, governmental fees, insurance premiums, permits, financing costs, and appraisals shall be excluded from the base upon which the general contractor and construction management fees are calculated.

"Additional Interest" means the up to 0.50% additional interest rate charged on Assessments (if applicable) pursuant to Section 372.018 of the PID Act.

"Administrative Expenses" means 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's reasonable fees and expenses relating to the Bonds, (ix) legal counsel, engineers, accountants, financial advisors, investment bankers or other consultants and advisors, and (x) administering the construction of the Authorized Improvements. Administrative Expenses do not include payment of the actual

principal of, redemption premium, if any, and interest on the Bonds. Administrative Expenses collected and not expended for actual Administrative Expenses shall be carried forward and applied to reduce Administrative Expenses in subsequent years to avoid the over-collection of amounts to pay Administrative Expenses.

"Administrator" means the employee or designee of the City, identified in any indenture of trust relating to the Bonds or in any other agreement approved by the City Council, who shall have the responsibilities provided for herein.

"Annual Installment" means, with respect to each Parcel, each annual payment of: (i) the Assessments including both principal and interest, as shown on the Assessments Roll attached hereto as Appendix G or in an Annual Service Plan update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) plus additional interest, upon the issuance of Bonds, (iii) and the Administrative Expenses.

"Annual Service Plan Update" has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

"Assessed Property" means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

"Assessment" means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act. An Assessment for a Parcel consists of the Annual Installments to be collected in all years including the portion of those Annual Installments collected to pay Administrative Expenses and interest on all Assessments.

"Assessment Ordinance" means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

"Assessment Revenues" mean the revenues actually received by or on behalf of the City from the collection of Assessments.

"Assessment Roll" means the Phase #1 Assessment Roll, or any other Assessment Roll in an amendment or supplement to this Service and Assessment Plan or in an Annual Service Plan Update.

"Authorized Improvements" mean those public improvements described in Appendix B and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

"Bonds" mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"**Budgeted Cost(**s)**"** means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

"Certification for Payment" means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

"City" means the City of Celina, Texas.

"City Council" means the duly elected governing body of the City.

"**County**" means Collin County, Texas.

"**Delinquent Collection Costs"** mean interest, penalties and expenses incurred or imposed with respect to any delinquent installment of an Assessment in accordance with the PID Act and the costs related to pursuing collection of a delinquent Assessment and foreclosing the lien against the Assessed Property, including attorney's fees.

"Developer" means The Parks at Wilson Creek, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with an obligation to construct all or a portion of the Authorized Improvements.

"Development Agreement" means that certain "Development Agreement" relating to the PID executed by and between the Developer and City effective September 14, 2021, as the same may be amended from time to time.

"Equivalent Units" means, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

"Future Phase(s)" means Phases that are fully developed after Phase #1, as such areas are generally depicted and described in Appendix A.

"Future Phase Assessed Property" means all Parcels within the Future Phases other than Non-Benefitted Property.

"Future Phase Bonds" means bonds issued to fund Future Phase Improvements (or a portion thereof) in a Future Phase that are secured by Assessments levied on Future Phase Assessed Property. In connection with Future Phase Bonds, Assessments related to such Future Phase Bonds will be levied only on property located within the applicable Future Phase to finance Authorized Improvements which only benefit such Future Phase.

"Future Phase Improvements" mean those Authorized Improvements which will confer a special benefit solely related to the Future Phases.

"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 the County.

"Lot Type" means a classification of final building lots with similar characteristics (e.g. commercial, light industrial, multifamily residential, single family residential, etc.), as determined by the Administrator and confirmed by the City Council as shown in Appendix F. In the case of single family residential lots, the Lot Type shall be further defined by classifying the residential lots by the estimated average home value for each home at the time of assessment levy, considering factors such as density, lot size, proximity to amenities, view premiums, location, and any other factors that may impact the average home value on the lot, as determined by the Administrator and confirmed by the City Council.

"Major Improvements" means the Authorized Improvements which benefit all Assessed Property within the PID and are described in Section III.B.

"Non-Benefited Property" means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.C.

"Parcel" or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the Collin Central Appraisal District for real property tax purposes or by lot and block number in a final subdivision plat recorded in the real property records of Collin County.

"Phase" means one or more Parcels within the PID that will be developed in the same general time period. The Parcels within a Phase will be assessed in connection with the issuance of Phased PID Bonds 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-Benefitted Property and shown in the Phase #1 Assessment Roll against which an Assessment relating to the Phase #1 Projects is levied.

"Phase #1 Assessments" means an assessment levied against a Parcel in Phase #1, for Phase #1 Projects, imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll attached hereto as Appendix G, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"Phase #1 Assessment Revenues" means the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

"Phase #1 Assessment Roll" means the document included in this Service and Assessment Plan as Appendix 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 Improvements" means the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.C.

"Phase #1 Maximum Assessment Per Unit" means for Phase #1, an Assessment per unit for Phase #1 Projects of $60,204.08.

"Phase #1 Projects" mean (i) the Phase #1 Improvements and (ii) the pro rata portion of the Major Improvements allocable to Phase #1.

"Phase #1 Reimbursement Agreement Obligation" means the reimbursement obligation related to the Actual Costs of the Phase #1 Projects to be paid from the Phase #1 Assessment Revenues collected by the application of the Phase #1 Assessments under the terms of the Reimbursement Agreement.

"Phased PID Bonds" means bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase.

"PID" has the meaning set forth in Section I.A of this Service and Assessment Plan.

"PID Act" means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

"Prepayment Costs" mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

"Public Property" means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, the County, the

City, a school district or any other public agency, whether in fee simple or through an exclusive use easement.

"Reimbursement Agreement" means that certain "PID Reimbursement Agreement - The Parks at Wilson Creek Annex Public Improvement District" by and between the City and the Developer in which the City agrees to reimburse the Developer for a portion of those Actual Costs of Authorized Improvements funded by the Developer, as permitted by the PID Act.

"Service and Assessment Plan" means this Service and Assessment Plan prepared for the PID pursuant to the PID Act, as the same may be amended from time to time.

"Trustee" means the fiscal agent or trustee as specified in the Trust Indenture, including a substitute fiscal agent or trustee.

"Trust Indenture" means an indenture of trust, ordinance or similar document setting forth the terms and other provisions relating to the Bonds, as modified, amended, and/or supplemented from time to time.

"Zoning Ordinance" means Ordinance No.2022-108 adopted by the City Council on September 13 2022, which ordinance established the permitted uses of, and standards for, the development of the property within the PID.

II. PROPERTY INCLUDED IN THE PID

A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 50.9806 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 217 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID. The estimated number of lots and the classification of each lot are based upon the proposed development plan.

The property within the PID is proposed to be developed as follows:

Table II-A
Proposed Development

Proposed Development	Quantity	Measurement
Single-family - 60 Ft	18	Units
Single-family - 50 Ft	44	Units
Single-family - 40 Ft	155	Units
Total	**217**	**Units**

B. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 11.7473 acres and is projected to consist of 49 single family residential units, to be developed as Phase #1, as further described in Section III.C. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C-2.

Table II-B
Proposed Development- Phase #1

Proposed Development	Quantity	Measurement
Single-family - 40 Ft	49	Units
Total	**49**	**Units**

C. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Phased PID Bonds may be issued or assessments may be levied in connection with an obligation under the Reimbursement Agreement. In connection with the levy of additional assessments or the issuance of Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 in Section II.B. A map of the projected property within each Future Phase is shown on Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in Phase #1 are shown on the Phase #1 Assessment Roll included as Appendix G.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of property within the PID.

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III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing.

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B and Section 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 MAJOR IMPROVEMENTS

The Major Improvements benefit the entire PID. The Budgeted Costs of the Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipated planned development of the PID based on number of Equivalent Units. Each of the Phase #1 and the Future Phases will be proportionally allocated the costs of the Major Improvements as shown in Table III-A.

The Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Major Improvements are shown in Table III-A. The costs shown in Table III-A are estimates and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

Roadway Improvements

The roadway improvements portion of the Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Water Improvements

The water improvements portion of the Major Improvements consist of construction and installation of waterline mains, valves, and appurtenances, necessary for the water distribution system that will service the Assessed Property. The water improvements will be designed and constructed according to City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvements portion of the Major Improvements consist of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvements portion of the Major Improvements consist of reinforced concrete pipes, reinforced concrete boxes, multi-reinforced box culverts, junction boxes, inlets, headwalls, appurtenances, and regional detention necessary to provide adequate drainage to the Assessed Property. The storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Major Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, contingency and expenses incurred in the establishment, administration and operation of the PID.

Table III-A
Budgeted Costs- Major Improvements

Authorized Improvements	Total Major Improvement Costs	Major Improvements Allocated to Phase #1[1,2]	Major Improvements Allocated to Future Phases[2]
Roadway Improvements	$717,318	$148,306	$569,012
Water Improvements	$163,999	$33,907	$130,092
Other Soft and Miscellaneous Costs	$240,964	$49,819	$191,144
Total Authorized Improvements	**$1,122,280**	**$232,033**	**$890,248**

Note: Costs provided by Kimley Horn. 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.
1 - See Table III.B for allocation of Major Improvements to Phase #1.
2 – Actual Costs of the Major Improvements are allocated between Phase #1 and the Future Phases based on the Equivalent Units within Phase #1 and the Future Phases, as described in Table V-A.

C. DESCRIPTIONS AND COSTS OF PHASE #1 AUTHORIZED IMPROVEMENTS

The Phase #1 Improvement descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #1 Projects are shown in Table III-B. The costs shown in Table III-B are estimated and may be revised in Annual Service Plan Updated, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Major Improvements that are a portion of the Phase #1 Projects can be found in Section III-B above.

Roadway Improvements

The roadway improvements portion within Phase #1 includes construction of perimeter road and thoroughfare improvements, including related paving, drainage, curbs, gutters, sidewalks, retaining walls, signage, and traffic control devices that will service 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 within Phase #1 consist of construction and installation of waterlines, mains, pipes, valves and appurtenances, necessary for the water distribution system that will service the Phase #1 Assessed Property. The water improvements will be designed and

constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer improvements portion within Phase #1 consist of construction and installation of pipes, service lines, manholes, encasements, and appurtenances necessary to provide sanitary sewer service to the Phase #1 Assessed Property. The sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage improvements portion within Phase #1 consist of reinforced concrete pipes, reinforced concrete boxes, and multi-reinforced box culverts. 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.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #1 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

Table III-B
Budgeted Costs – Phase #1 Projects

Authorized Improvements	Phase #1 Improvements	Proportional Share of Major Improvements[1]	Total Phase #1 Projects
Roadway Improvements	$1,737,296	$148,306	$1,885,602
Water Improvements	$401,697	$33,907	$435,604
Sanitary Sewer Improvements	$282,363	$0	$282,363
Storm Drainage Improvements	$327,165	$0	$327,165
Other Soft and Miscellaneous Costs	$889,300	$49,819	$939,119
Total Authorized Improvements	**$3,637,821**	**$232,033**	**$3,869,854**

Note: Costs provided by Kimley Horn. 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.
[1]See Table III-A. Allocation of Major Improvements are based on methodologies described in V.C and shown in Table V.A.

D. FUTURE PHASES

As Future Phases are developed and Bonds are to be issued and/or a Reimbursement Agreement is executed or amended, this SAP will be amended to identify the specific Authorized Improvements that confer a special benefit to the property inside each Future Phase (e.g. a Table

III-C will be added to show the costs for the specific Authorized Improvements financed within the specific Future Phase being developed). As Bonds are issued and/or obligations incurred under the Reimbursement Agreement for each Future Phase, this Service and Assessment Plan will be updated to identify the specific Authorized Improvements financed by such Bonds or the Reimbursement Agreement that benefits each Future Phase.

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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. It is anticipated that the Phase #1 Improvements will be completed and accepted by the City in the second quarter of 2025. It is anticipated that the construction of the Major Improvements will begin within the construction of the next Phase of development and will be completed within 60 months after construction commences.

The Budgeted Costs of the Phase #1 Projects, and payment of expenses incurred in the establishment, administration and operation of the PID are $3,869,854 as shown in Table IV-A. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the Actual Costs of the Authorized Improvements, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed in connection with the issuance of Bonds and/ or execution of a Reimbursement Agreement, this Service and Assessment Plan will be amended (e.g., Table IV-B will be amended to include Phase #2, etc.).

The City may issue Bonds and/or enter into a Reimbursement Agreement with the Developer to reimburse the Developer for the Actual Costs of the Authorized Improvements constructed, inspected and approved by the City from Assessment Revenues collected (excluding amounts collected for Administrative Expenses or Additional Interest). The sources and uses of funds shown in Table IV-A shall be updated each year in the Annual Service Plan Update to reflect any budget revisions and Actual Costs.

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Table IV-A
Sources and Uses - Phase #1

Sources of Funds	**Total**
Assessment Amount	$2,950,000
Other Funding Sources[1]	$919,854
Total Sources	**$3,869,854**
Uses of Funds	
Major Improvements[2]:	
Roadway Improvements	$148,306
Water Improvements	$33,907
Other Soft and Miscellaneous Costs	$49,819
Subtotal Major Improvement Costs	*$232,033*
Phase #1 Improvements:	
Roadway Improvements	$1,737,296
Water Improvements	$401,697
Sanitary Sewer Improvements	$282,363
Storm Drainage Improvements	$327,165
Other Soft and Miscellaneous Costs	$889,300
Subtotal Phase #1 Improvements	*$3,637,821*
	$3,637,821
Other Assessment related Costs	
First Year Administrative Expenses[3]	$30,000
Subtotal Other Assessment Related Costs	*$30,000*
Total Uses	**$3,869,854**

[1]Other funding sources include all sources of capital for use at the discretion by the Developer, except for Bond Proceeds from the PID Bonds.
[2]Incudes only Major Improvements costs allocable to Phase #1. See Table III-B for more details.
[3]First Year Administrative Expenses are being funded by the Developer.

B. PROJECTED FIVE- YEAR SERVICE PLAN

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-B. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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Table IV-B
Annual Projected Costs and Annual Projected Indebtedness - Phase #1

Year	Annual Projected Cost	Annual Projected Indebtedness[1]	Other Funding Sources	Projected Phase #1 Annual Installments
2025[1]	$3,869,854	$2,950,000	$919,854	$0
2026	$0	$0	$0	$265,530
2027	$0	$0	$0	$265,395
2028	$0	$0	$0	$265,142
2029	$0	$0	$0	$264,770
2030	$0	$0	$0	$265,280
Total	**$3,869,854**	**$2,950,000**	**$919,854**	**$1,326,118**

[1]First Year Administrative Expenses are being funded by the Developer.

The annual projected costs shown in Table IV-B are the annual expenditures relating to the Phase #1 Projects shown in Table III-B, the costs associated with creating the PID, and other assessment related costs. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

Future Phases

As Future Phases are developed tables will be added to identify the Authorized Improvements to be financed by each new series of Bonds and/or under the Reimbursement Agreement and the projected indebtedness resulting from each additional series of Bonds and/or obligations under the Reimbursement Agreement.

C. PID ASSESSMENT NOTICE

The PID Act requires that this Service and Assessment Plan, and each Annual Service Plan Update, include a copy of the notice form required by Section 5.014 of the Texas Property Code (the "PID Assessment Notice"). The PID Assessment Notice is attached hereto as Appendix E and may be updated in an Annual Service Plan Update.

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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 Authorized Improvements program anticipates the Reimbursement Agreement potentially followed by 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 execution of the Reimbursement Agreement creating the Phase #1 Reimbursement Agreement Obligation currently anticipated to occur on May 13, 2025, subsequent obligations under the Reimbursement Agreement and/or bond financings may be incurred or issued in the future as the subsequent Future Phases are gradually constructed.

The purpose of this gradual levy of Assessment and related execution of the Reimbursement Agreement and/or issuance of bonds in phases is to mirror the actual private development of the Authorized Improvements. The levy of Assessment and related execution of the Reimbursement Agreement and/or issuance of bonds 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 and/or execute the Reimbursement Agreement when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvements and Phase #1 Projects shall be allocated as described below:

1. The costs of the Phase #1 Improvements that only benefit Phase #1 shall be allocated to Phase #1 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

2. The Major Improvement costs are proportionally allocated to Future Phases and Phase #1 Assessed Property based on estimated Equivalent Units calculated using the Equivalent Units for the Future Phases and Phase #1 Assessed Property.

Table V-A provides the estimated allocation of costs of the Authorized Improvements constituting Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase and that are to be financed with Future Phase bonds and/or the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Phase #1 Projects, as applicable.

In connection with the issuance of Future Phase Bonds and/or the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Phase #1 Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with those Future Phase Bonds issued and/or the Reimbursement Agreement with respect to that Future Phase. Prior to assessing Parcels located within Future Phases in connection with issuance of Future Phase Bonds and/or the Reimbursement Agreement, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Major Improvements and each Parcel within Phase #1 as a result of the Phase #1 Improvements, as applicable, (ii) provides the basis and the justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property, and (iii) establishes the methodologies by which the City Council allocates the special benefit of the Major Improvements and Phase #1 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the 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 Phase #1 Assessed Property.

As Future Phases are developed, in connection with the issuance of Future Phase Bonds and/or the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phase.

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 Phase #1 Projects (more particularly described in line-item format in Appendix B to this Service and

Assessment Plan) and the costs incurred in the establishment of the PID shown in Table IV-A are authorized by the PID Act. These Phase #1 Projects are provided specifically for the benefit of the Phase #1 Assessed Property.

Each owner of the Phase #1 Assessed Property has acknowledged that the Phase #1 Projects confer a special benefit on the Phase #1 Assessed Property and has consented to the imposition of the Phase #1 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 Phase #1 Assessments because the special benefit conferred upon the Phase #1 Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Phase #1 Projects provide a special benefit to the Phase #1 Assessed Property as a result of the close proximity of these improvements to the Phase #1 Assessed Property and the specific purpose of these improvements of providing infrastructure for the Phase #1 Assessed Property. In other words, the Phase #1 Assessed Property could not be used in the manner proposed without the construction of the Phase #1 Projects. The Phase #1 Projects are being provided specifically to meet the needs of the Phase #1 Assessed Property as required for the proposed use of the property.

The Phase #1 Assessments are being levied to provide the Phase #1 Projects that are required for the highest and best use of the Phase #1 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 Phase #1 Projects are expected to be required for the proposed use of the Phase #1 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 Phase #1 Assessed Property as described herein will require the construction of the Phase #1 Projects.

Each owner of the Phase #1 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 Phase #1 Assessments on the Phase #1 Assessed Property. Use of the Phase #1 Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Phase #1 Projects 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 Phase #1 Projects result in a special benefit to the Phase #1 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 Phase #1 Projects result in a special benefit to the Assessed Property for the following reasons:

1. The Phase #1 Projects are being provided specifically for the use of the Phase #1 Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Phase #1 Assessed Property as a result;

2. The Developer has consented to the imposition of the Phase #1 Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Phase #1 Projects are required for the highest and best use of the property;

4. The highest and best use of the Phase #1 Assessed Property is the use of the Phase #1 Assessed Property that is most valuable (including any costs associated with the use of the Phase #1 Assessed Property);

5. Financing of the costs of the Phase #1 Projects through the PID is determined to be the most beneficial means of providing for the Phase #1 Projects; and,

6. As a result, the special benefits to the Phase #1 Assessed Property from the Phase #1 Projects will be equal to or greater than the Phase #1 Assessments.

C. ALLOCATION OF COSTS TO ASSESSED PROPERTY

The Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Budgeted Costs of the Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Major Improvements. The Budgeted Costs shown in Table V-A are estimates and may be revised in Annual Service Plan Updates, but the related Assessment may not be increased.

Phase #1 is projected to contain 49 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 32.67. The Major Improvement Area is projected to contain 168 residential units resulting in a total of 125.33 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be 158.00 (i.e., 32.67+ 125.33 = 158.00). As a result, 20.68 percent of the Budgeted Costs of the Major Improvements (i.e. 32.67 ÷ 158.00 = 20.68%) are allocated to the Phase #1 Assessed Property and 79.32 percent of the Budgeted Costs of the Major Improvements (i.e., 125.33 ÷ 158.00 = 79.32%) are allocated to the Future Phases. One hundred percent (100%) of the Phase #1 Improvements are allocated to the Phase #1 Assessed Property. Phase #1's proportionate share of the Budgeted Costs of the Major Improvements and the Budgeted Costs of the Phase #1 Improvements will be paid pursuant to the Reimbursement Agreement.

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Table V-A
Allocation of Major Improvement Costs

Authorized Improvement	Major Improvements
Roadway Improvements	$717,318
Water Improvements	$163,999
Other Soft and Miscellaneous Costs	$240,964
Total Major Improvements	**$1,122,280**
Phase #1	
Projected Equivalent Units	32.67
% of total units[1]	20.68%
Proportionate Share of Costs	$232,033
Future Phases	
Projected Equivalent Units	125.33
% of total units[1]	79.32%
Proportionate Share of Costs	$890,248

[1]Percentages shown are rounded to two decimal places, and calculations are based on unrounded values.

D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Phase #1 Assessed Property so long as the special benefit conferred upon the Phase #1 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 Phase #1 Assessed Property similarly benefited.

1. Assessment Methodology for Phase #1 Projects

For purposes of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed by the Developer under the Reimbursement Agreement, shall be allocated to the Phase #1 Assessed Property by spreading the entire Assessment across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Projects, as set forth in Table III-B, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessment to be levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro rata based on the estimated 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.

3. Assessment Methodology for Future Improvement Areas

When any given Future Phase is developed, this Service and Assessment Plan will be amended to determine the assessment methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited within that Phase.

E. ASSESSMENTS

The Assessments for the Phase #1 Projects to be levied on each Parcel or Lot according to the Phase #1 Assessment Roll, are shown in Appendix G. The Annual Installments for the Phase #1 Projects will be collected on the dates and amounts shown on the Phase #1 Assessment Roll, subject to revisions made during an Annual Service Plan Update. Non-Benefitted Property will not be subject to any Assessments.

See Appendix F for Phase #1 Assessment per unit, projected leverage, and projected tax rate equivalent calculation details.

F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

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VI. TERMS OF THE ASSESSMENTS

A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Phase #1 Assessment and Annual Installments for each Phase #1 Assessed Property is shown on the Phase #1 Assessment Roll, attached as Appendix G, and no Phase #1 Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #2, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

C. REALLOCATION OF ASSESSMENTS

1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed

such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

D. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

E. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or obligation created under the Reimbursement Agreement have been completed and Actual Costs for such Authorized Improvements are less than the Actual Costs or Budgeted Costs of the Authorized Improvements used to calculate the Assessments securing such series of Bonds and/or related obligation under the Reimbursement Agreement, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, as the case may be, and such excess proceeds shall be applied to redeem Bonds and/or obligations under the Reimbursement Agreement may be reduced as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessment securing such series of Bonds and/or obligations under the Reimbursement Agreement for each Parcel of

Assessed Property shall be reduced by the City Council pro rata such that the sum of the resulting reduced Assessments for all Assessed Properties equals the reduced Actual Costs. The Assessments shall not be reduced to an amount less than the related outstanding series of Bonds and/or amounts due under the Reimbursement Agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments by another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture and/or Reimbursement Agreement.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bond proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, and such excess proceeds shall be applied to redeem Bonds and/or reduce obligations under the Reimbursement Agreement, as the case may be, as provided in the Indenture or the terms of the Reimbursement Agreement, then the Assessments and Annual Installments for each Parcel shall be appropriately reduced by the City Council to reflect only the amounts required to repay the Bonds and/or repay obligations under the Reimbursement Agreement, including interest on the Bonds (including Additional Interest) and/or interest due under the Reimbursement Agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata according to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or the 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.

2. Payment in Annual Installments

Each Phase #1 Assessment shall be paid with interest of no more than the lesser of the actual interest rate paid on the Phase #1 Reimbursement Agreement Obligation. Interest on the Phase #1 Assessment relating to the Phase #1 Reimbursement Agreement Obligation shall be paid based on an estimated interest rate of 6.54% per annum for years 1 through 5 and 6.54% per annum following the fifth Annual Installment. The interest on the Phase #1 Reimbursement Agreement Obligation shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City and reported in the month prior to the establishment of the Assessments and continuing for a period of five years from such date. Such rate shall then adjust and shall not exceed two hundred basis points above the bond index rate described above and shall continue until the Assessments are paid in full. The index approved by the City is the Bond Buyer Index for which the highest average rate during 30 days prior to the levy of Assessments was 4.54%. The City has determined that the Phase #1 Reimbursement Agreement Obligation shall bear interest at the estimated interest rate of 6.54% per annum for years 1 through 5 and 6.54% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 9.54% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.54% Furthermore, the Annual Installments may not exceed the amounts shown on the Assessment Roll. The Assessment Roll is shown as Appendix G. Upon the issuance of Bonds, if any, to fund the Phase #1 Reimbursement Agreement Obligation, the Phase #1 Assessments shall bear interest at the rate of the Bonds issued to fund the Phase #1 Reimbursement Agreement Obligation plus Additional Interest.

The Annual Installments shall be reduced to equal the actual costs of repaying the Phase #1 Reimbursement Agreement Obligation 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, if any are issued, 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 the total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

G. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits to a prepayment reserve. Annual Installments shall be collected by the City in the same manner and at the same time as ad valorem taxes and shall be subject to the same penalties, procedures, and foreclosure sale in case of delinquencies as are provided for ad valorem taxes of the City. The City Council may provide for other means of collecting the Annual Installments to the extent permitted under the PID Act. The Assessments shall have lien priority as specified in the PID Act.

Any sale of property for nonpayment of the Annual Installments shall be subject to the lien established for the remaining unpaid Annual Installments against such property and such property may again be sold at a judicial foreclosure sale if the purchaser thereof fails to make timely payment of the non-delinquent Annual Installments against such property as they become due and payable.

Each Annual Installment, including the interest on the unpaid amount of an Assessment, shall be calculated as of September 1 and updated annually. Each Annual Installment together with interest thereon shall be delinquent if not paid prior to February 1 of the following year.

Phase #1

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Projects related to a Lot or Parcel of Phase #1 Assessed Property shall commence upon the earlier of: (i) September 1, 2025, or (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #1 Projects and such that upon the issuance of such Bonds, all Assessments to be levied for the Phase #1 Projects shall begin collection, or (iii) with tax bills sent the first October occurring after the expiration of two years from the date of the levy of Assessments related to the Phase #1 Projects on the Phase #1 Assessed Property. Such first Annual Installment for a Phase #1 Lot or Parcel for which collection has begun shall be due by January 31st of the following calendar year, beginning January 31, 2026.

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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 a developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects. Table VII-A summarizes the $3,899,854 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects. The par amount of the Phase #1 Reimbursement Agreement Obligation is $2,950,000, 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 $2,950,000. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V. The Phase #1 Assessment Roll is attached hereto as Appendix G.

Table VII-A
Phase #1
Special Benefit Summary

Special Benefit	Total Cost
Total Authorized Improvements[1]	$3,869,854
Other Assessment Related Costs:	
Assessment Levy and First Year Administrative Expense	$30,000
Subtotal	*$30,000*
Total Special Benefit	**$3,899,854**
Special Benefit:	
Total Special Benefit	$3,899,854
Assessment	$2,950,000
Excess Benefit	**$949,854**

[1]See Table III-B for details.

B. FUTURE PHASES ASSESSMENT ROLL

As Future Phases are developed, this SAP will be amended to determine the Assessment for each Parcel or Lot located within such Future Phases (e.g. an appendix will be added as the Assessment Roll for Phase #2, etc.).

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C. ANNUAL ASSESSMENT ROLL UPDATES

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Phase #1 Assessment for each Parcel of Phase #1 Assessed Property, including any adjustments authorized by this Service and Assessment Plan and in the PID Act; (iii) the Annual Installment for the Phase #1 Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Phase #1 Assessment, if any, as provided by Section VI.F. of this Service and Assessment Plan.

If Bonds are issued, the Phase #1 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. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Phase #1 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

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

LEGEND

- MAJOR IMPROVEMENT AREA
- PHASE 1 AREA

THE PARKS AT WILSON CREEK ANNEX PID AREA TABLE

DESCRIPTION	AREA
REMAINING MAJOR IMPROVEMENT AREA	34.7763 AC
PHASE 1	11.7473 AC
BOUNDARY ADJUSTMENTS	-0.0009 AC
COMMERCIAL TRACTS ADJUSTMENT	4.4579 AC
PID DEEDED AREA	50.9806 AC

COIT ROAD

DR HUNN ADDITION
VOL 9 PG 55
P.R.C.C.T.

FUTURE SUNSET BOULEVARD

EXISTING COUNTRY ROAD 92

FUTURE
CITY OF CELINA
PUBLIC PARK

CITY OF CELINA
DOC# 20150918001191130
D.R.C.C.T.

CITY OF CELINA
(CALLED 30.778 ACRES)
DOC. NO. 20150918001191130
O.P.R.C.C.T.

MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)

CISD SCHOOL SITE

E. SUNSET BOULEVARD

EXISTING COUNTY ROAD 92

PID BOUNDARY

THE PARKS AT WILSON
CREEK, LP
(CALLED 50.981 ACRES)
DOC. NO. 20210910001844220

PID BOUNDARY

CUSTER RANCH, LP
(CALLED 79.963 ACRES)
DOC. NO. 20040914001358080

MAJOR IMPROVEMENT AREA

PHASE 1

PID BOUNDARY

PID BOUNDARY

OPAL MCKNIGHT
NO RECORDING
INFORMATION FOUND

CROSS CREEK MEADOWS
PHASE 2
(CALLED 62.14 ACRES)
DOC. NO. 20210916001894830

BENNIE G. COX
DOC. NO.
19980316000238840

CROSS CREEK MEADOWS
PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

CROSS CREEK MEADOWS
PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

ROSELAND PARKWAY

ROSELAND PARKWAY

EXISTING OUTER LOOP ROW

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.
(CALLED 18.68 ACRES)
DOC. NO. 2023000025594

PID BOUNDARY

THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT EXHIBIT

THE PARKS AT WILSON CREEK

Cambridge

Kimley»Horn

January 2025
Celina, Texas

DWG NAME K:\FRI_CIVIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PAWC PAVING-MATUSEK.DWG
LAST SAVED 1/22/2025 10:57 AM

APPENDIX B
ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

SUMMARY

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	217	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	14492	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	46.2	CHECKED BY:	JCR
		GROSS ACRES:	46.2	REVISED BY:	DRB

PHASE 1	
MAJOR	**$0.00**
DIRECT	**$4,063,991.40**
INDIRECT	**$500,718.75**
CONSTRUCTION COSTS:	**$4,564,710.16**

LOTS: 49 **COST PER LOT: $ 93,157.35**

PHASE 2 & PHASE 3	
MAJOR	**$1,122,280.33**
DIRECT	**$6,319,626.86**
INDIRECT	**$2,524,352.88**
CONSTRUCTION COSTS:	**$9,966,260.07**

LOTS: 168 **COST PER LOT: $ 59,322.98**

TOTAL MAJOR CONSTRUCTION COSTS:	**$1,122,280.33**
TOTAL DIRECT CONSTRUCTION COSTS:	**$10,383,618.26**
TOTAL INDIRECT CONSTRUCTION COSTS:	**$3,025,071.64**
TOTAL CONSTRUCTION COSTS:	**$14,530,970.23**

LOTS: 217 **AVERAGE COST PER LOT: $ 66,963.00**

PH1 MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

A. EXCAVATION

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL EXCAVATION				**$ -**

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL SANITARY SEWER SYSTEM				**$ -**

C. STORM SEWER SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL STORM SEWER SYSTEM				**$ -**

PH1 MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

D. WATER DISTRIBUTION SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL WATER DISTRIBUTION SYSTEM				**$ -**

E. STREET PAVING

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL STREET PAVING				**$ -**

F. RETAINING WALLS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL RETAINING WALLS				**$ -**

G. SUNSET BOULEVARD

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL SUNSET BOULEVARD				**$ -**

H. MISCELLANEOUS ITEMS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL MISCELLANEOUS ITEMS				**$ -**

PH1 MAJOR

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

SUMMARY

A. EXCAVATION	**$**	**-**
B. SANITARY SEWER SYSTEM	**$**	**-**
C. STORM SEWER SYSTEM	**$**	**-**
D. WATER DISTRIBUTION SYSTEM	**$**	**-**
E. STREET PAVING	**$**	**-**
F. RETAINING WALLS	**$**	**-**
G. SUNSET BOULEVARD	**$**	**-**
H. MISCELLANEOUS ITEMS	**$**	**-**

SUB-TOTAL:		$	-
MAINTENANCE BONDS:	2%	$	-
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$	-
CONTINGENCIES:	6%	$	-
CONSTRUCTION MANAGEMENT	4%	$	-
TOTAL CONSTRUCTION COSTS:		**$**	**-**

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	3932	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

A. EXCAVATION

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	6.1	$2,770.00	$16,897.00
UNCLASSIFIED EXCAVATION	CY	15,246	$3.20	$48,787.20
UNCLASSIFIED POND EXCAVATION	CY	53,005	$3.25	$172,266.25
SILT FENCE	LF	1,416	$1.95	$2,761.20
CURLEX	LF	4,667	$2.00	$9,334.00
TOTAL EXCAVATION				**$ 250,045.65**

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
8" SDR-35 P.V.C. PIPE	LF	2,394	$43.35	$103,779.90
8" AWWA C900 OR C905	LF	80	$57.25	$4,580.00
4" DOMESTIC SERVICE	EA	61	$1,680.00	$102,480.00
4' DIAMETER MANHOLE	EA	7	$7,175.00	$50,225.00
CEMENT STABILIZED EMBEDMENT	LF	40	$57.00	$2,280.00
ADJUST EX 4' DIAMETER MANHOLE TO FINAL GRADE	EA	1	$1,850.00	$1,850.00
CONNECT TO EXISTING 4' DIAMETER MANHOLE	EA	1	$1,950.00	$1,950.00
END & PLUG	EA	2	$200.00	$400.00
TRENCH SAFETY	LF	2,474	$0.10	$247.40
TESTING (EXCLUDING GEOTECH)	LF	2,474	$1.50	$3,711.00
INSPECTION FEE	PERCENT	4.0%	$271,503.30	$10,860.13
TOTAL SANITARY SEWER SYSTEM				**$ 282,363.43**

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	3932	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

C. STORM SEWER SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
18" R.C.P.	LF	366	$71.50	$26,169.00
21" R.C.P.	LF	245	$78.00	$19,110.00
24" R.C.P.	LF	60	$89.50	$5,370.00
27" R.C.P.	LF	445	$104.50	$46,502.50
30" R.C.P.	LF	59	$115.00	$6,785.00
36" R.C.P.	LF	78	$146.00	$11,388.00
42" R.C.P.	LF	192	$194.00	$37,248.00
10' STD CURB INLET	EA	11	$7,550.00	$83,050.00
INLET PROTECTION	EA	11	$165.00	$1,815.00
4' x 4' JUNCTION BOX	EA	4	$7,400.00	$29,600.00
5' x 5' HEADWALL INTEGRAL TO RETAINING WALL	EA	1	$29,750.00	$29,750.00
36" SLOPED END HEADWALL	EA	1	$8,600.00	$8,600.00
42" SLOPED END HEADWALL	EA	1	$9,050.00	$9,050.00
TRENCH SAFETY	LF	1,445	$0.10	$144.50
INSPECTION FEE	PERCENT	4.0%	$314,582.00	$12,583.28
TOTAL STORM SEWER SYSTEM				**$ 327,165.28**

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	3932	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

D. WATER DISTRIBUTION SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
8" P.V.C. WATERLINE	LF	3,370	$52.00	$175,240.00
8" GATE VALVE & BOX	EA	21	$2,725.00	$57,225.00
1" DOMESTIC WATER SERVICES	EA	61	$1,049.00	$63,989.00
CEMENT STABILIZED SAND EMBEDMENT	LF	80	$57.00	$4,560.00
REMOVE PLUG & CONNECT TO EXISTING 8" WL	EA	2	$550.00	$1,100.00
FIRE HYDRANT ASSEMBLY	EA	5	$7,175.00	$35,875.00
REMOVE 8" PVC WATERLINE	LF	5	$19.50	$97.50
END & PLUG	EA	4	$450.00	$1,800.00
FITTINGS	TON	2.9	$12,965.00	$37,598.50
TRENCH SAFETY	LF	3,370	$0.10	$337.00
TESTING (EXCLUDING GEOTECH)	LF	3,370	$2.50	$8,425.00
INSPECTION FEE	PERCENT	4.0%	$386,247.00	$15,449.88
TOTAL WATER DISTRIBUTION SYSTEM				**$ 401,696.88**

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	3932	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

E. STREET PAVING

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
6" REINF. CONCRETE STREET PAVEMENT	SY	8,616	$83.30	$717,712.80
7" REINF. CONCRETE ALLEY PAVEMENT	SY	2,942	$80.60	$237,125.20
6" SUBGRADE PREPARATION	SY	12,387	$3.65	$45,212.55
HYDRATED LIME (36#/SQYD)	TON	223	$338.00	$75,374.00
5' CONCRETE SIDEWALK	LF	3,083	$72.00	$221,976.00
BARRIER FREE RAMPS	EA	6	$2,900.00	$17,400.00
PAVEMENT HEADER & STREET BARRICADE (25 B-B)	EA	2	$2,500.00	$5,000.00
REMOVE CONCRETE PAVEMENT	SY	180	$15.00	$2,700.00
INSPECTION FEE	PERCENT	4.0%	$1,322,500.55	$52,900.02
TOTAL STREET PAVING				**$ 1,375,400.57**

F. RETAINING WALLS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
4' RETAINING WALL	LF	71	$95.00	$6,745.00
5' RETAINING WALL	LF	435	$130.00	$56,550.00
6' RETAINING WALL	LF	35	$165.00	$5,775.00
7' RETAINING WALL	LF	36	$220.00	$7,920.00
8' RETAINING WALL	LF	196	$275.00	$53,900.00
9' RETAINING WALL	LF	101	$350.00	$35,350.00
10' RETAINING WALL	LF	233	$440.00	$102,520.00
11' RETAINING WALL	LF	297	$530.00	$157,410.00
TOTAL RETAINING WALLS				**$ 426,170.00**

PH1 DIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:	3932	CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

G. MISCELLANEOUS ITEMS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
STREET LIGHT	EA	5	$3,500.00	$17,500.00
4" ELECTRIC CONDUIT	LF	250	$20.00	$5,000.00
STREET NAME SIGNS	EA	6	$2,700.00	$16,200.00
STOP SIGNS	EA	3	$450.00	$1,350.00
PEDESTRIAN RAILING	LF	768	$100.00	$76,800.00
LANDSCAPING	SF	41,897	$3.25	$136,165.25
PLATTING FEE	LS	1	$6,525.00	$6,525.00
ENGINEERING REVIEW FEE	LS	1	$1,837.50	$1,837.50
LANDSCAPE ARCHITECT	PERCENT	10.0%	$136,165.25	$13,616.53
MATERIAL TESTING	PERCENT	2.0%	$2,328,055.15	$46,561.10
TOTAL MISCELLANEOUS ITEMS				**$ 321,555.38**

SUMMARY

A. EXCAVATION		$	**250,045.65**
B. SANITARY SEWER SYSTEM		$	**282,363.43**
C. STORM SEWER SYSTEM		$	**327,165.28**
D. WATER DISTRIBUTION SYSTEM		$	**401,696.88**
E. STREET PAVING		$	**1,375,400.57**
F. RETAINING WALLS		$	**426,170.00**
G. MISCELLANEOUS ITEMS		$	**321,555.38**
SUB-TOTAL:		$	3,384,397.19
MAINTENANCE BONDS:	2%	$	47,732.52
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$	306,284.18
CONTINGENCIES:	6%	$	203,063.83
CONSTRUCTION MANAGEMENT	4%	$	122,513.67
TOTAL CONSTRUCTION COSTS:		$	**4,063,991.40**

PH1 INDIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

49 - 40's, 0 - 50's, 0 - 60's

A. EXCAVATION

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
CLEARING AND GRUBBING	ACRE	6.8	$2,770.00	$18,891.40
UNCLASSIFIED EXCAVATION	CY	11,517	$3.20	$36,854.40
MOISTURE CONDITIONING (5' AVG DEPTH)	LOT	49	$3,000.00	$147,000.00
ROUGH LOT GRADING	LOT	49	$280.00	$13,720.00
FINAL LOT GRADING	LOT	49	$270.00	$13,230.00
EROSION CONTROL	LOT	49	$450.00	$22,050.00
TOTAL EXCAVATION				**$ 251,745.80**

B. SANITARY SEWER SYSTEM

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL SANITARY SEWER SYSTEM				**$ -**

PH1 INDIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

49 - 40's, 0 - 50's, 0 - 60's

C. STORM SEWER SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL STORM SEWER SYSTEM				**$ -**

D. WATER DISTRIBUTION SYSTEM				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL WATER DISTRIBUTION SYSTEM				**$ -**

E. STREET PAVING				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL STREET PAVING				**$ -**

F. RETAINING WALLS				
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
TOTAL RETAINING WALLS				**$ -**

PH1 INDIRECT

Kimley»Horn

OPINION OF PROBABLE COST

PROJECT NAME:	**Matusek Tract**	LOTS:	49	DATE:	FEBRUARY 2025
CITY:	**Celina, Texas**	LF STREET:		CREATED BY:	MKM
JOB NUMBER:	**063234209**	NET ACRES:	11.8	CHECKED BY:	JCR
		GROSS ACRES:	11.8	REVISED BY:	DRB

49 - 40's, 0 - 50's, 0 - 60's

G. MISCELLANEOUS ITEMS

ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	ITEM COST
ELECTRIC AND GAS SERVICES (ESTIMATE)	LOT	49	$1,000.00	$49,000.00
OPEN SPACE LANDSCAPE & IRRIGATION	SF	23,210	$3.35	$77,753.50
POND FOUNTAIN	EA	1	$15,000.00	$15,000.00
PLATTING FEE	LS	1	$13,050.00	$13,050.00
ENGINEERING REVIEW FEE	LS	1	$3,675.00	$3,675.00
MATERIAL TESTING	PERCENT	2.0%	$183,854.40	$3,677.09
LANDSCAPE ARCHITECT	PERCENT	10.0%	$92,753.50	$9,275.35
GEOTECHNICAL REPORT	LOT	49	$300.00	$14,700.00
SWPPP ADMINISTRATION	LS	1	$1,250.00	$1,250.00
TOTAL MISCELLANEOUS ITEMS				**$ 187,380.94**

SUMMARY

A. EXCAVATION		**$**	**251,745.80**
B. SANITARY SEWER SYSTEM		**$**	**-**
C. STORM SEWER SYSTEM		**$**	**-**
D. WATER DISTRIBUTION SYSTEM		**$**	**-**
E. STREET PAVING		**$**	**-**
F. RETAINING WALLS		**$**	**-**
G. MISCELLANEOUS ITEMS		**$**	**187,380.94**
SUB-TOTAL:		$	439,126.74
MAINTENANCE BONDS:	2%	$	-
PLATTING, PERMITTING, ENGINEERING AND STAKING:	10%	$	25,174.58
CONTINGENCIES:	6%	$	26,347.60
CONSTRUCTION MANAGEMENT	4%	$	10,069.83
TOTAL CONSTRUCTION COSTS:		**$**	**500,718.75**

APPENDIX C-1
LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

EXHIBIT "A"

Property Description

(Major Improvement Area – Matusek – 34.7763 Acres)

Tract 1 – 34.4041 Acres

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract No. 983 & 985, City of Celina, Collin County, Texas and being a part of that called 50.981 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document Number 20210910001844220, Official Public Records of Collin County, Texas and being a part of that called 50.9806 acre tract of land described in Second Amendment to Amended and Restated Development Agreement recorded in Document Number 20210923001945090, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point at the northeast corner of said 50.981 acre tract;

THENCE South 00°24'55" East, 2,256.85 feet to a point for corner;

THENCE South 89°35'50" West, 510.01 feet to a point for corner;

THENCE North 45°24'10" West, 14.14 feet to a point for corner;

THENCE North 00°24'10" West, 78.96 feet to a point for corner;

THENCE South 89°35'50" West, 163.00 feet to a point for corner;

THENCE North 00°24'10" West, 1,946.11 feet to a point for corner;

THENCE North 89°35'50" East, 120.23 feet to a point for corner;

THENCE North 00°13'10" West, 218.35 feet to a point for corner;

THENCE North 89°14'51" East, 561.60 feet to the **POINT OF BEGINNING** and containing 1,498,641 square feet or 34.4041 acres of land.

Tract 2 – 0.3722 Acres

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract No. 983, City of Celina, Collin County, Texas and being a part of that called 50.981 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document Number 20210910001844220, Official Public Records of Collin County, Texas and being a part of that called 50.9806 acre tract of land described in Second Amendment to Amended and Restated Development Agreement recorded in Document Number 20210923001945090, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point in the south line of said 50.981 acre tract, being in the north line of Collin County Outer Loop, a variable width right-of-way, the beginning of a non-tangent curve to the right with a radius of 14,335.50 feet, a central angle of 00°22'03", and a chord bearing and distance of North 87°53'56" West, 91.95 feet, from which a point at the southeast corner of said 50.981 acre tract bears 291.72 feet following a non-tangent curve to the left with a radius of 14,335.50 feet, a central angle of 01°09'57", and a chord bearing and distance of South 88°39'56" East, 291.71 feet;

THENCE along said non-tangent curve to the right, 91.95 feet to a point for corner, from which a point at the southwest corner of said 50.981 acre tract bears 300.16 feet following a non-tangent curve to the right with a radius of 14,335.50 feet, a central angle of 01°11'59", and a chord bearing and distance of North 87°06'55" West, 300.15 feet;

THENCE North 45°55'19" East, 27.65 feet to a point for corner;

THENCE North 00°24'10" West, 288.75 feet to a point for corner;

THENCE North 89°35'50" East, 51.00 feet to a point for corner;

THENCE South 00°24'10" East, 290.98 feet to a point for corner;

THENCE South 45°22'39" East, 29.51 feet to the **POINT OF BEGINNING** and containing 16,214 square feet or 0.3722 acres of land.

APPENDIX C-2
LEGAL DESCRIPTION - PHASE #1

EXHIBIT "A"

Property Description
(Phase 1 – Matusek – 11.7473 Acres)

BEING a tract of land situated in the J.B. Wilmeth Survey, Abstract No. 983, City of Celina, Collin County, Texas and being a part of that called 50.981 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document Number 20210910001844220, Official Public Records of Collin County, Texas and being a part of that called 50.9806 acre tract of land described in Second Amendment to Amended and Restated Development Agreement recorded in Document Number 20210923001945090, Official Public Records of Collin County, Texas and being further described as follows:

BEGINNING at a point in the east line of said 50.981 acre tract, from which a point at the northeast corner of said 50.981 acre tract bears North 00°24'55" West, 2,256.85 feet;

THENCE South 00°24'19" East, 727.51 feet to a point for corner;

THENCE South 89°35'50" West, 646.04 feet to a point for corner, the beginning of a tangent curve to the left with a radius of 40.00 feet, a central angle of 67°40'06", and a chord bearing and distance of South 55°45'47" West, 44.54 feet;

THENCE along said tangent curve to the left, 47.24 feet to a point for corner;

THENCE North 00°24'10" West, 841.27 feet to a point for corner;

THENCE North 89°35'50" East, 163.00 feet to a point for corner;

THENCE South 00°24'10" East, 78.96 feet to a point for corner;

THENCE South 45°24'10" East, 14.14 feet to a point for corner;

THENCE North 89°35'50" East, 510.01 feet to the **POINT OF BEGINNING** and containing 511,712 square feet or 11.7473 acres of land.

APPENDIX D
DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND

- DIRECT - 25' B-B WITH PARALLEL PARKING
- DIRECT - ALLEY

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK, LP (PART OF CALLED 180.524 ACRES) DOC. NO. 20150916001178630

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

MULLANEY REVOCABLE TRUST DOC# 20151116001442810 D.R.C.C.T. (NO DESCRIPTION FOUND)

CITY OF CELINA (CALLED 30.778 ACRES) DOC. NO. 20150918001191130 O.P.R.C.C.T.

EXISTING 100' TP&L EASEMENT VOL.491, PG. 446

ROSELAND PARKWAY

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

CISD SITE

FUTURE SUNSET BOULEVARD

E. SUNSET BOULEVARD

PID BOUNDARY

EXISTING COUNTY ROAD 92

CROSS CREEK MEADOWS PHASE 2 (CALLED 62.14 ACRES) DOC. NO. 20210916001894830

THE PARKS AT WILSON CREEK, LP (PART OF CALLED 539.914 ACRES) DOC. NO. 20130830001229380

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

BENNIE G. COX DOC. NO. 19980316000238840

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

ROSELAND PARKWAY

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

CITY OF CELINA STREET RIGHT-OF-WAY DOC. NO. 20220301000328180

PID BOUNDARY

THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE

CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820

THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)

EXISTING 100' TP&L EASEMENT VOL.491, PG. 446

CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820

THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)

PARKS AT WILSON CREEK, PHASE 1 DOC. NO. 2023-92 P.R.C.C.T.

PID BOUNDARY

THE PARKS AT WILSON CREEK MATUSEK TRACT PH. 1

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

CUSTER RANCH, LP (CALLED 79.963 ACRES) DOC. NO. 20040914001358080

COLLIN COUNTY OUTER LOOP

PID BOUNDARY

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC. (CALLED 18.68 ACRES) DOC. NO. 2023000025594

THE PARKS AT WILSON CREEK ANNEX
PUBLIC IMPROVEMENTS DISTRICT EXHIBIT
DIRECT IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

Cambridge
Kimley»Horn

DWG NAME K:\FRI_CIVIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\PAVING-OVERALL-MATUSEK.DWG
LAST SAVED 1/15/2025 9:40 AM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND

PHASE 1

NOTE: ALL SEWER LINES ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

THE PARKS AT WILSON CREEK
ANNEX
PUBLIC IMPROVEMENTS DISTRICT EXHIBIT
DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

DWG NAME K:\FRI_C\VIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\SS-OVERALL-MATUSEK.DWG
LAST SAVED 1/14/2025 6:19 PM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND
PHASE 1
PROPOSED POND

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)
THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)
THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)
THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE
THE PARKS AT WILSON CREEK MATUSEK TRACT PH. 1
ROSELAND PARKWAY
FUTURE SUNSET BOULEVARD
E. SUNSET BOULEVARD
EXISTING COUNTY ROAD 92
COLLIN COUNTY OUTER LOOP
POND
CISD SITE
EX. POND
PID BOUNDARY

MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)

THE PARKS AT WILSON CREEK, LP
(PART OF CALLED 180.524 ACRES)
DOC. NO. 20150916001178630

CITY OF CELINA
(CALLED 30.778 ACRES)
DOC. NO. 20150918001191130
O.P.R.C.C.T.

EXISTING 100' TP&L EASEMENT
VOL.491, PG. 446

CROSS CREEK MEADOWS PHASE 2
(CALLED 62.14 ACRES)
DOC. NO. 20210916001894830

CROSS CREEK MEADOWS PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

BENNIE G. COX
DOC. NO.
19980316000238840

THE PARKS AT WILSON CREEK, LP
(PART OF CALLED 539.914 ACRES)
DOC. NO: 20130830001229380

CITY OF CELINA
STREET RIGHT-OF-WAY
DOC. NO. 20220301000328180

PARKS AT WILSON CREEK, PHASE 1
DOC. NO. 2023-92
P.R.C.C.T.

CUSTER RANCH, LP
(CALLED 79.963 ACRES)
DOC. NO.
20040914001358080

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.
(CALLED 18.68 ACRES)
DOC. NO. 20230000025594

THE PARKS AT WILSON CREEK ANNEX
PUBLIC IMPROVEMENTS DISTRICT EXHIBIT
DIRECT IMPROVEMENTS - STORM

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

Cambridge
Kimley»Horn

DWG NAME K:\FRI_C\VIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\STORM-OVERALL-MATUSEK.DWG
LAST SAVED 1/22/2025 6:36 PM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND

PHASE 1

NOTE: ALL WATER LINES ARE 8" DIAMETER.
(UNLESS OTHERWISE NOTED).

THE PARKS AT WILSON CREEK
ANNEX
PUBLIC IMPROVEMENTS DISTRICT EXHIBIT
DIRECT IMPROVEMENTS - WATER

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK, LP
(PART OF CALLED 150.524 ACRES)
DOC. NO. 20150916001178630

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)

ROSELAND PARKWAY

CITY OF CELINA
(CALLED 30.778 ACRES)
DOC. NO. 20150918001191130
O.P.R.C.C.T.

EXISTING 100' TP&L EASEMENT
VOL.491, PG. 446

CISD SITE

FUTURE SUNSET BOULEVARD

E. SUNSET BOULEVARD

PID BOUNDARY

EXISTING COUNTY ROAD 92

CROSS CREEK MEADOWS PHASE 2
(CALLED 62.14 ACRES)
DOC. NO. 20210916001894830

THE PARKS AT WILSON CREEK, LP
(PART OF CALLED 539.914 ACRES)
DOC. NO: 20130830001229380

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

BENNIE G. COX
DOC. NO.
19980316000238840

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

ROSELAND PARKWAY

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

CITY OF CELINA
STREET RIGHT-OF-WAY
DOC. NO. 20220301000328180

PID BOUNDARY

THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE

THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)

CROSS CREEK MEADOWS PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

EXISTING 100' TP&L EASEMENT
VOL.491, PG. 446

CROSS CREEK MEADOWS PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)

PARKS AT WILSON CREEK, PHASE 1
DOC. NO. 2023-92
P.R.C.C.T.

PID BOUNDARY

THE PARKS AT WILSON CREEK MATUSEK TRACT PH. 1

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

CUSTER RANCH, LP
(CALLED 79.963 ACRES)
DOC. NO.
20040914001358080

COLLIN COUNTY OUTER LOOP

PID BOUNDARY

RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.
(CALLED 18.68 ACRES)
DOC. NO. 20230000025594

DWG NAME K:\FRI_CIVIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\WATER-OVERALL-MATUSEK.DWG
LAST SAVED 1/22/2025 2:33 PM

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

Cambridge
Kimley»Horn

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 ***The Parks at Wilson Creek Annex Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
_____	_____
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE:	DATE:
_____	_____
SIGNATURE OF SELLER	SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE:	DATE:
_____	_____
SIGNATURE OF PURCHASER	SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

_____ _____

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

APPENDIX F
ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

"Lot Type 1" means lots identified as such, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

"Lot Type 2" means lots identified as such, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

"Lot Type 3" means lots identified as such on the Phase #1 Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

A) Proposed Development

The following table shows the proposed residential units to be developed within the PID.

Table F-1
Proposed Development within the PID

Description	Proposed Development	
60 Ft Lots	18	Units
50 Ft Lots	44	Units
40 Ft Lots	155	Units
Total	**217**	**Units**

Table F-2 below shows the proposed residential units within Phase #1.

Table F-2
Proposed Development - Phase #1

Description	Proposed Development	
40 Ft Lots	49	Units
Total	**49**	**Units**

B) Calculation of Equivalent Units

As explained under Section V.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the (i) Phase #1 Projects to be financed with the Reimbursement Agreement shall be allocated to the Phase #1 Assessed Property by spreading the entirety of each Assessment across the Parcels within Phase #1 based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property on the basis of the average home

value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the Budgeted Costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (60 Ft Lots) representing the highest value to Lot Type 3 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-3. 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-3
Equivalent Unit Factors

Lot Type	Estimated Average Unit Value	Equivalent Unit Factor	
Lot Type 1 (60 Ft Lot)	$918,000	1.00	per dwelling unit
Lot Type 2 (50 Ft Lot)	$765,000	0.83	per dwelling unit
Lot Type 3 (40 Ft Lot)	$612,000	0.67	per dwelling unit

The total estimated Equivalent Units for Phase #1 are shown in Table F-4 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-4
Estimated Equivalent Units - Phase #1

Lot Type	Planned No. of units	Equivalent Unit Factor	Total Equivalent Units
Lot Type 3 (40 Ft Lot)	49	0.67	32.67
Total Equivalent Units	**49**		**32.67**

C) Allocation of Assessments to Lots within Phase #1

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1,

is $2,950,000. As shown in Table F-4, there are a total of 32.67 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $90,306.12

The Assessment per dwelling unit or acre is calculated as the product of (i) $90,306.12 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, the Assessment for a Lot Type 3 (40 Ft Lot) dwelling unit is $60,204.08 (i.e. $90,306.12× 0.67). Table F-5 below sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

Table F-5
Assessment Per Unit - Phase #1

Type	Planned No. of Units	Assessment per Equivalent Unit	Equivalent Unit Factor	Assessment per Unit		Total Assessments
Lot Type 3 (40 Ft Lot)	49	$90,306.12	0.67	$60,204.08	per dwelling unit	$2,950,000
Total	**49**					**$2,950,000**

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-6 below.

Table F-6
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 3 (40 Ft Lot)	49	$10,200	$612,000	$60,204.08	0.17	10.17

1 - Amounts are rounded to the nearest dollar amount.

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-7 below.

Table F-7
Estimated Tax Rate Equivalent per unit - Phase #1

Description	Planned No. of Units	Estimated Finished Lot Value per unit	Projected Home Value per unit	Projected Average Annual Installment per unit	Tax Rate Equivalent (per $100 Lot Value)	Tax Rate Equivalent (per $100 Home Value)
Lot Type 3 (40 Ft Lot)	49	$10,200	$612,000	$5,399	$52.93	$0.88

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Proposed Phase #1 Assessment attached as Appendix G and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

APPENDIX G
PROPOSED PHASE #1 ASSESSMENT ROLL

Appendix G-1
Proposed Phase #1 Assessment Roll

Parcel	**998772**
Assessment	**$2,950,000**
Equivalent Units	**32.67**

Year	Principal[1]	Interest[1]	Administrative Expenses[2,3]	Total Annual Installment
9/30/2025	$0	$100,062	$30,000	$171,062
9/30/2026	$42,000	$197,443	$30,600	$271,043
9/30/2027	$44,000	$194,630	$31,212	$270,842
9/30/2028	$46,000	$191,687	$31,836	$270,524
9/30/2029	$48,000	$188,614	$32,473	$270,087
9/30/2030	$51,000	$185,409	$33,122	$269,531
9/30/2031	$53,000	$182,074	$33,785	$269,858
9/30/2032	$56,000	$178,542	$34,461	$270,003
9/30/2033	$59,000	$174,814	$35,150	$269,964
9/30/2034	$62,000	$170,890	$35,853	$269,743
9/302035	$65,000	$166,770	$36,570	$269,340
9/30/2036	$68,000	$162,454	$37,301	$269,755
9/302037	$72,000	$157,876	$38,047	$268,923
9/30/2038	$76,000	$153,101	$38,808	$268,910
9/30/2039	$80,000	$148,066	$39,584	$269,650
9/30/2040	$84,000	$142,703	$40,376	$269,079
9/30/2041	$89,000	$137,078	$41,184	$269,262
9/30/2042	$94,000	$131,127	$42,007	$269,134
9/30/2043	$99,000	$124,849	$42,847	$269,696
9/30/2044	$105,000	$118,178	$43,704	$269,882
9/30/2045	$111,000	$111,115	$44,578	$269,693
9/30/2046	$118,000	$103,659	$45,470	$269,129
9/30/2047	$124,000	$95,811	$46,379	$270,190
9/30/2048	$132,000	$87,440	$47,307	$269,747
9/30/2049	$140,000	$78,611	$48,253	$269,864
9/30/2050	$148,000	$69,259	$49,218	$270,477
9/30/2051	$157,000	$59,318	$50,203	$270,520
9/30/2052	$166,000	$48,788	$51,207	$270,995
9/30/2053	$176,000	$37,605	$52,231	$270,836
9/30/2054	$187,000	$25,768	$53,275	$271,043
9/302055	$198,000	$13,211	$54,341	$269,552
Total	**$2,950,000**	**$3,936,949**	**$1,271,383**	**$8,268,332**

[1]The principal and interest amounts represent the debt service requirements of the Phase #1 Reimbursement Agreement Obligation. The interest is calculated using an estimated interest rate of 6.54% per annum for years 1 to 5 and 6.54% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan updates. Assumes a 2% increase per year.
[3]First Year Administrative Expenses are being funded by the Developer.

Appendix G-2
Proposed Phase #1 Assessment Roll by Lot Type

Lot Type	**Lot Type 3 (40Ft)**
Assessment	**$60,204**
Equivalent Unit	**.67**

Year	Principal[1]	Interest[1]	Administrative Expenses[2,3]	Total Annual Installment
9/30/2025	$0	$0	$0	$0
9/30/2026	$857	$3,937	$624	$5,419
9/30/2027	$898	$3,881	$637	$5,416
9/30/2028	$939	$3,823	$650	$5,411
9/30/2029	$980	$3,761	$663	$5,403
9/30/2030	$1,041	$3,697	$676	$5,414
9/30/2031	$1,082	$3,629	$689	$5,400
9/30/2032	$1,143	$3,558	$703	$5,404
9/30/2033	$1,204	$3,484	$717	$5,405
9/30/2034	$1,265	$3,405	$732	$5,402
9/30/2035	$1,327	$3,322	$746	$5,395
9/30/2036	$1,388	$3,235	$761	$5,384
9/30/2037	$1,469	$3,145	$776	$5,390
9/30/2038	$1,551	$3,048	$792	$5,391
9/30/2039	$1,633	$2,947	$808	$5,388
9/30/2040	$1,714	$2,840	$824	$5,379
9/30/2041	$1,816	$2,728	$840	$5,385
9/30/2042	$1,918	$2,609	$857	$5,385
9/30/2043	$2,020	$2,484	$874	$5,379
9/30/2044	$2,143	$2,352	$892	$5,387
9/30/2045	$2,265	$2,212	$910	$5,387
9/30/2046	$2,408	$2,063	$928	$5,400
9/30/2047	$2,531	$1,906	$947	$5,383
9/30/2048	$2,694	$1,740	$965	$5,400
9/30/2049	$2,857	$1,564	$985	$5,406
9/30/2050	$3,020	$1,377	$1,004	$5,402
9/30/2051	$3,204	$1,180	$1,025	$5,408
9/30/2052	$3,388	$970	$1,045	$5,403
9/30/2053	$3,592	$749	$1,066	$5,407
9/30/2054	$3,816	$514	$1,087	$5,417
9/30/2055	$4,041	$264	$1,109	$5,414
Total	**$60,204**	**$76,426**	**$25,334**	**$161,964**

[1]The principal and interest amounts represent the debt service requirements of the Phase #1 Reimbursement Agreement Obligation. The interest is calculated using an estimated interest rate of 6.54% per annum for years 1 to 5 and 6.54% per annum thereafter.
[2]Administrative Expenses are estimated and will be updated each year in the Annual Service Plan updates. Assumes a 2% increase per year.
[3]First Year Administrative Expenses are being funded by the Developer.

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 May 13, 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 #1 of the Parks at Wilson Creek Annex 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 #1 of the District (the "Phase #1 Projects") include (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, and other soft and miscellaneous costs related to the improvements benefitting Phase #1, (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include, but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Phase #1 Improvements, including administrative costs and the costs of issuing bonds, is approximately $3,869,854.

The boundaries of the District include approximately 50.9806 acres of land generally located north of the Outer Loop, east of Coit Road, south of CR 92, and west of Custer Road, as more particularly described by a metes and bounds description available at Celina City Hall located at 142 N. Ohio Street, Celina, Texas 75009 and available for public inspection.

All written or oral objections on the proposed assessments within the District will be considered at the public hearing.

A copy of the proposed Phase #1 Assessment Roll, which includes the assessments proposed to be levied against each parcel of land within Phase #1 of the District that benefits from the Phase #1 Improvements, is available for public inspection at the office of the City Secretary and the Assistant City Secretary, 142 N. Ohio Street, Celina, Texas 75009.

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Karla Stovall, Assistant City Manager
CC:	Robert Ranc, City Manager
Intiated by:	Karla Stovall
Date:	April 8, 2025
Re:	Emergency Services District #1 Election consent

Action Requested:
Consider and act upon a Resolution of the City of Celina consenting to including the City of Celina ETJ within the boundaries of the Collin County Emergency Services District #1 creation election in November 2025. (Ranc)

Background Information:
The agenda item addresses a request of a Resolution by the City of Celina to consent to the inclusion of its ETJ in the Collin County Emergency Services District No. 1 (ESD) creation election, scheduled for November 2025.

This action is in response to a petition from 100 or more qualified voters in Collin County, as authorized by Texas Health & Safety Code, Section 775.011. The proposed ESD will be established and operated under the authority of Article III, Section 48-e of the Texas Constitution and Chapter 775 of the Health & Safety Code.

The District's boundaries will include portions of the City's ETJs within Collin County.

Legal Review:
Legal has reviewed the petition.

Supporting Documents:
1. ESD Presentation
2. Resolution Collin County ESD #1
3. ESD Collin County Information

Financial Consideration:
No immediate impact.

Staff Recommendation:
Staff recommends approval.

COLLIN COUNTY EMERGENCY SERVICES DISTRICT #1

PETITION FOR CREATION

Robert Ranc
City Council Meeting
April 8, 2024



ESD PETITION

- On November 11, 2024, the Collin County Commissioners Court discussed the creation of an Emergency Services District (ESD). This discussion stems from the need to address increased service demands since the 2013 fire service agreements were established. The unincorporated area of Collin County (excluding MUDs) has grown from a population of 37,468 in 2013 to 55,207 in 2023.

- On October 13, 2013, Collin County entered into agreements with 22 cities including the Celina. As of October 1, 2025, 19 cities remain party to these agreements, with McKinney, Farmersville, and Melissa having withdrawn.

EMERGENCY SERVICES DISTRICT

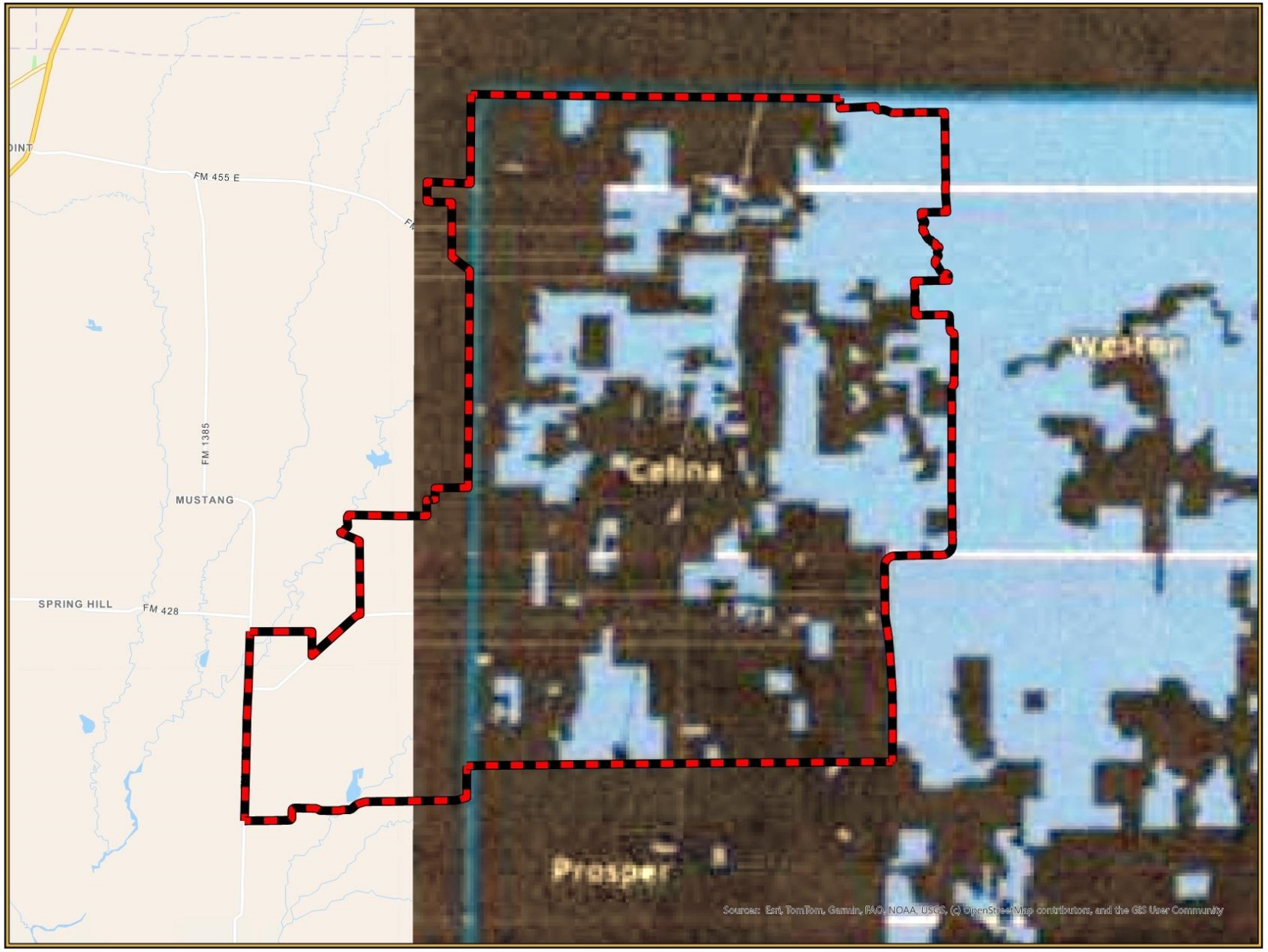
- The area of the District does not overlap the boundaries of any other emergency services district, and will generally include portions of the extra-territorial jurisdictions of the incorporated municipalities lying wholly or partially within Collin County.

- Texas Constitution, Article 3, Section 48-e – provides for the establishment and creation of special districts to provide emergency services and to authorize the commissioners courts of participating counties to levy a tax.

- The City received notice of the petition on March 5, 2025. The potential creation of the ESD #1 must be authorized through voters at an election. However the City must approve inclusion of its ETJ in the potential ESD #1 boundaries within 60 days of receipt of notice of petition.

- Collin County has set a public hearing regarding the creation of ESD #1 for July 21, 2025.

- It is anticipated that the creation of this district will presented to the voters at the November 4, 2025 uniform election date.



CELINA TEXAS est. 1876
Life Connected.

Exhibit
City of Celina

N
W E
S

0 5,000 10,000 Feet

4/3/2025

HOW DOES THIS IMPACT CELINA?

- Residents within city limits will not be affected by the creation of ESD #1.
- Individuals within the City's ETJ included within the proposed boundaries will be impacted.
- The ESD #1 will set the tax rate for those individuals within the ETJ boundaries up to the limit provided by state statute which is 10 cents per $100 in assessed value.
- This district will not impact any service contracts between the city and any areas included within ESD #1.

TY-24 EMERGENCY SERVICES DISTRICT PROPERTY TAX LEVY

Chart demonstrates the range of possible ESD levy. If all cities allow their ETJ to be included in the ESD boundaries and MUDs are part of the ESD, there is $23.2 billion in taxable value. If all cities do not allow their ETJs to be included in the ESD boundaries, the lowest taxable value is $3.3 billion.

	2024 Taxable Value	$0.05 Rate	$0.025 Rate
Collin Co MUDs	$ 6,544,367,805	$ 3,272,184	$ 1,636,092
Unincorporated (No ETJ/MUDs)	$ 3,347,983,283	$ 1,673,992	$ 836,996
City Extraterritorial Jurisdictions (ETJ)	$ 13,314,082,127	$ 6,657,041	$ 3,328,521
	$ 23,206,433,215	$ 11,603,217	$ 5,801,608

Additionally, E S D voters can approve up to a two (2) cent sales tax in the unincorporated area.

QUESTIONS?

RESOLUTION NO. R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, CONSENTING TO THE CREATION OF THE PROPOSED COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1; CONSENTING TO THE INCLUSION OF THE CITY'S EXTRATERRITORIAL JURISDICTION WITHIN THE PROPOSED DISTRICT; AUTHORIZING THE MAYOR TO EXECUTE A LETTER CONSENTING TO SAID CREATION AND INCLUSION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Celina, Texas ("City") is a Home Rule City possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution, Section 51.072 of Texas Local Government Code, and its Home Rule Charter; and

WHEREAS, the City has received a letter, attached hereto as Attachment "A", requesting the City's consent to the proposed creation of an emergency services district to be known as Collin County Emergency Services District No. I (the "District"); and

WHEREAS, the proposed District will include a portion of the City's extraterritorial jurisdiction of the City within Collin County as shown in Exhibits "A" and "A-1" of Attachment "A"; and

WHEREAS, pursuant to Texas Health & Safety Code section 775.014, the City must indicate its consent, or denial, of the creation and to the inclusion of City's extraterritorial jurisdiction within the District in order for it to be included within the District; and

WHEREAS, the City desires to grant its written consent to the creation of the District; and

WHEREAS, the City desires to grant its written consent to the inclusion of its extraterritorial jurisdiction that is within the proposed District.

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

Section 1. Recitals Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. Consent to Creation and Inclusion. The City Council of the City of Celina, Texas, hereby grants its written consent to the creation of the District. The City Council fu1ther consents to the inclusion of its extraterritorial jurisdiction that is within the proposed District.

Section 3. Authority to Execute Written Consent. The City Council of the Celina, Texas, hereby authorizes the Mayor, or his designee, to execute the letter attached hereto as Attachment "B" thereby granting consent to the creation of the District and inclusion of the City's extraterritorial

jurisdiction within the District, which has been approved by the City Council for and on behalf of the City of Celina, Texas.

Section 4. Severability. This resolution, and eve1y section, clause, provision, phrase, or word thereof, shall be considered severable and the invalidity under the constitution of any section, clause, provision or portion of this resolution shall not affect the validity, or constitutionality of any other portion of this resolution.

Section 5. Effective Date. This resolution shall become effective immediately from and after its passage.

DULY PASSED AND APPROVED by the City Council of Celina, Texas, this 8th day of April, 2025.

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

Attachment A

COLLIN COUNTY

Administrative Services
2300 Bloomdale Road
Suite 4192
McKinney, Texas 75071
972-548-4675
www.collincountytx.gov

February 25, 2025

City of Celina
142 N Ohio St
Celina, TX 75009

Dear Mayor Tubbs:

Citizens of Collin County, Texas have filed a petition with the County Judge for the formation of the Collin County Emergency Services District No. 1 (ESD), pursuant to Chapter 775, Tex. Health & Safety Code. The entire proposed district would be located wholly within Collin County as described in the attached Petition. The ESD petition is set for a public hearing on July 21, 2025. It is anticipated that the issue of the creation of this district will be presented to the voters at the November 4, 2025 uniform election date.

Portions of the proposed district contain territory within your municipality's extraterritorial jurisdiction. Pursuant to §775.014, Tex. Health & Safety Code, before a district may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition has been filed (§775.015, Tex. Health & Safety Code).

I am including a copy of all attachments that were presented to and approved by Commissioners Court on February 24, 2025, including a copy of the petition, letters verifying the signatures, and the approved court resolutions. This correspondence is to advise you of the filing of the ESD petition with Collin County and request your Council's written consent to include your city's extraterritorial jurisdiction within the proposed ESD.

Your municipality's consent is required on or before the 60th day after the date of your receipt of this letter. Please let me know if you have any questions or concerns.

Sincerely,

Yoon Kim
Collin County Administrator
cc: The Honorable Chris Hill, Collin County Judge

Exhibit "A"

Description of Proposed Collin County Emergency Services District No.

Boundary Description

Description by meets and bounds for Collin County Emergency Service District #1

Collin County Emergency Service District #1 (CCESD No. 1) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

THENCE, along the northern boundary line of said County to the Northeast corner of said county;

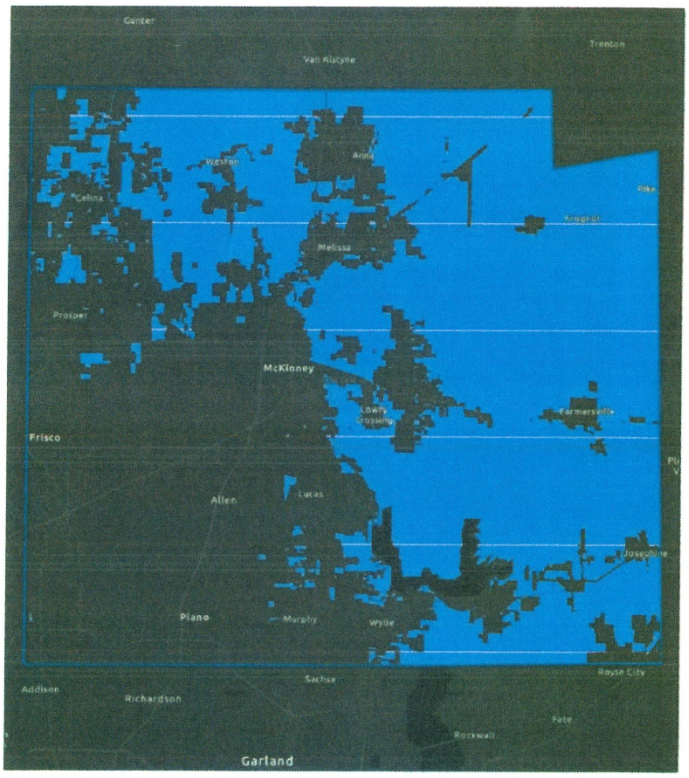
THENCE, along the eastern boundary line of said County to its Southeast corner;

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

Exhibit A-1
Map of Proposed
Collin County Emergency Services District No. 1 (in blue)



COLLIN COUNTY

Administrative Services
2300 Bloomdale Road
Suite 4192
McKinney, Texas 75071
972-548-4675
www.collincountytx.gov

February 25, 2025

City of Celina
142 N Ohio St
Celina, TX 75009

Dear Mayor Tubbs:

Citizens of Collin County, Texas have filed a petition with the County Judge for the formation of the Collin County Emergency Services District No. 1 (ESD), pursuant to Chapter 775, Tex. Health & Safety Code. The entire proposed district would be located wholly within Collin County as described in the attached Petition. The ESD petition is set for a public hearing on July 21, 2025. It is anticipated that the issue of the creation of this district will be presented to the voters at the November 4, 2025 uniform election date.

Portions of the proposed district contain territory within your municipality's extraterritorial jurisdiction. Pursuant to §775.014, Tex. Health & Safety Code, before a district may be created that contains territory in a municipality's territorial limits or extraterritorial jurisdiction, a written request to be included in the district must be presented to the municipality's governing body after the petition has been filed (§775.015, Tex. Health & Safety Code).

I am including a copy of all attachments that were presented to and approved by Commissioners Court on February 24, 2025, including a copy of the petition, letters verifying the signatures, and the approved court resolutions. This correspondence is to advise you of the filing of the ESD petition with Collin County and request your Council's written consent to include your city's extraterritorial jurisdiction within the proposed ESD.

Your municipality's consent is required on or before the 60th day after the date of your receipt of this letter. Please let me know if you have any questions or concerns.

Sincerely,

Yoon Kim
Collin County Administrator
cc: The Honorable Chris Hill, Collin County Judge

State of Texas	§	Court Order
Collin County	§	2025-217-02-24
Commissioners Court	§	

A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Whereas, Chapter 775, Texas Health and Safety Code, governs the creation of emergency services districts ("ESDs") within the State of Texas; and

Whereas, ESDs are political subdivisions of the State of Texas that support or provide local emergency services, including fire protection and emergency medical services; and

Whereas, Chapter 775 authorizes qualified voters who own taxable real property to petition the county commissioners court to order an election creating an emergency services district; and

Whereas, the Collin County Judge has received a petition requesting the creation of Collin County Emergency Services District No. 1 ("the District"), to provide emergency services in response to any emergency in accordance with Chapter 775; and

Whereas, the County Judge has verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed District, and has verified that the petition is in proper form, and has filed the petition with the Collin County Clerk; and

Whereas, the Collin County Elections Administrator has confirmed that the petition has been signed by at least 100 qualified voters in the proposed District; and

Whereas, Chapter 775, Texas Health and Safety Code, requires the commissioners court to set a place, date, and time for a public hearing to consider the petition.

Now, therefore, be it resolved, by the Commissioners Court of the Collin County, Texas that:

Section 1. The Court finds that the petition for the creation of the District was received in proper form, that it has been filed with the Collin County Clerk, and that a public hearing to consider the petition is hereby set as follows:

Date: July 21, 2025
Time: 1:30p.m.
Place: Collin County Commissioners Court
Jack Hatchell Administration Building
2300 Bloomdale Road, Suite 4192
McKinney, Texas 75071

Section 2. The County Clerk is authorized to prepare the notice of public hearing;

Section 3. The Collin County Sheriff is authorized to post and publish the notice of the public hearing as required by law;

State of Texas	§	Court Order
Collin County	§	2025-217-02-24
Commissioners Court	§	

A resolution of the Collin County Commissioners Court setting a public hearing to consider a petition for the creation of Collin County Emergency Services District No. 1.

Section 4. At the hearing, any interested person may appear before the Commissioners Court in person or by attorney to support or oppose the creation of the District and may offer pertinent testimony. If, after the hearing the Commissioners Court finds that creation of the District is feasible and will promote the public safety, welfare, health and convenience to the persons residing in the proposed District, the Commissioners Court shall grant the petition and fix the boundaries of the District. If the petition is granted by the Commissioners Court, the Commissioners Court will order an election to confirm the District's creation in accordance with the procedures required by the law.

A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.

Chris Hill, County Judge

Darrell Hale, Commissioner, Pct 3

Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4

Cheryl Williams, Commissioner, Pct 2

ATTEST: Stacey Kemp, County Clerk

FILED

2025 FEB 20 AM 11:50

STACEY KEMP
COUNTY CLERK
COLLIN COUNTY, TEXAS
BY: _____

RECEIVED
COMMISSIONER'S COURT

2025 FEB -6 PM 1:43

PETITION FOR CREATION OF EMERGENCY SERVICES DISTRICT

THE STATE OF TEXAS	§	**IN THE COMMISSIONERS COURT**
	§	
	§	**OF**
	§	
COUNTY OF COLLIN	§	**COLLIN COUNTY, TEXAS**

TO THE HONORABLE COUNTY JUDGE AND COMMISSIONERS OF SAID COURT:

NOW COMES 100 or more qualified voters who own taxable real property in Collin County, Texas pursuant to Texas Health & Safety Code, Section 775.011, requesting the creation of an Emergency Services District and would respectfully show the following:

I.

That the proposed Collin County Emergency Services District No. 1 (the "District") will be created and operated under the provisions of Article III, Section 48-e of the Constitution of Texas and Chapter 775 of the Health & Safety Code of the State of Texas.

II.

That the name of the proposed District shall be "COLLIN COUNTY EMERGENCY SERVICES DISTRICT NO. 1."

III.

That the area of the District does not overlap the boundaries of any other emergency services district, and will generally include portions of the extraterritorial jurisdictions of the incorporated municipalities lying wholly or partially within Collin County, Texas. The boundaries of the District are more particularly described by the description attached as **Exhibit "A"**, which is attached hereto and incorporated herein for all purposes, and generally shown on the attached sketch in **Exhibit "A-1"**.

IV.

That the District will provide emergency services in response to any emergency situation in accordance with the authority granted to emergency services districts under Chapter 775 of the Texas Health & Safety Code.

V.

That the creation of the District complies with Section 775.0205 of the Texas Health & Safety Code.

VI.

That Richard Hill, who resides at 2251 CR700, Farmersville TX 75442, and Jo Ann Graham, who resides at 1373 CR 728, Melissa TX 75454, (collectively, "Petitioners"), agree and obligate themselves to pay the cost incident to the formation of the District, including the costs of publishing notices, election costs, and other necessary and incidental expenses, such cost not to exceed one hundred fifty ($150.00) dollars, to Collin County as required by Section 775.013(b) of the Texas Health & Safety Code.

VII.

That the Cities of Allen, Anna, Blue Ridge, Celina, Fairview, Farmersville, Fate, Frisco, Garland, Hebron, Josephine, Lavon, Lowry Crossing, Lucas, McKinney, Melissa, Murphy, Nevada, New Hope, Parker, Plano, Princeton, Prosper, Royse City, St. Paul, Trenton, Van Alstyne, Weston, and Wylie are the only municipalities whose consent must be obtained under Section 775.014 of the Texas Health & Safety Code.

VIII.

That the signatures required by the Texas Health & Safety Code, Section 775.011, for the creation of Collin County Emergency Services District No. 1 are attached on **Exhibit "B"**.

WHEREFORE, PREMISES CONSIDERED, Petitioners pray that such notices be issued by the County Clerk of Collin County as required by law; that a public hearing be held on this petition in the county; and that, after the hearing, the Commissioners Court of Collin County grant this petition and call a special election regarding the creation of the District.

RESPECTFULLY SUBMITTED this 6 day of FEBRUARY, 2025.

PETITIONERS:

By: Richard Hill

Printed Name: Richard Hill

By:

Printed Name: Jo Ann Graham

Exhibit "A"

Description of Proposed Collin County Emergency Services District No.

Boundary Description

Description by meets and bounds for Collin County Emergency Service District #1

Collin County Emergency Service District #1 (CCESD No. 1) boundaries shall be all of the land within Collin County, exclusive of the land lying within any incorporated municipality lying wholly or partially within Collin County, as more specifically described below:

BEGINNING, at the Northwest corner of the County of Collin, State of Texas;

THENCE, along the northern boundary line of said County to the Northeast corner of said county;

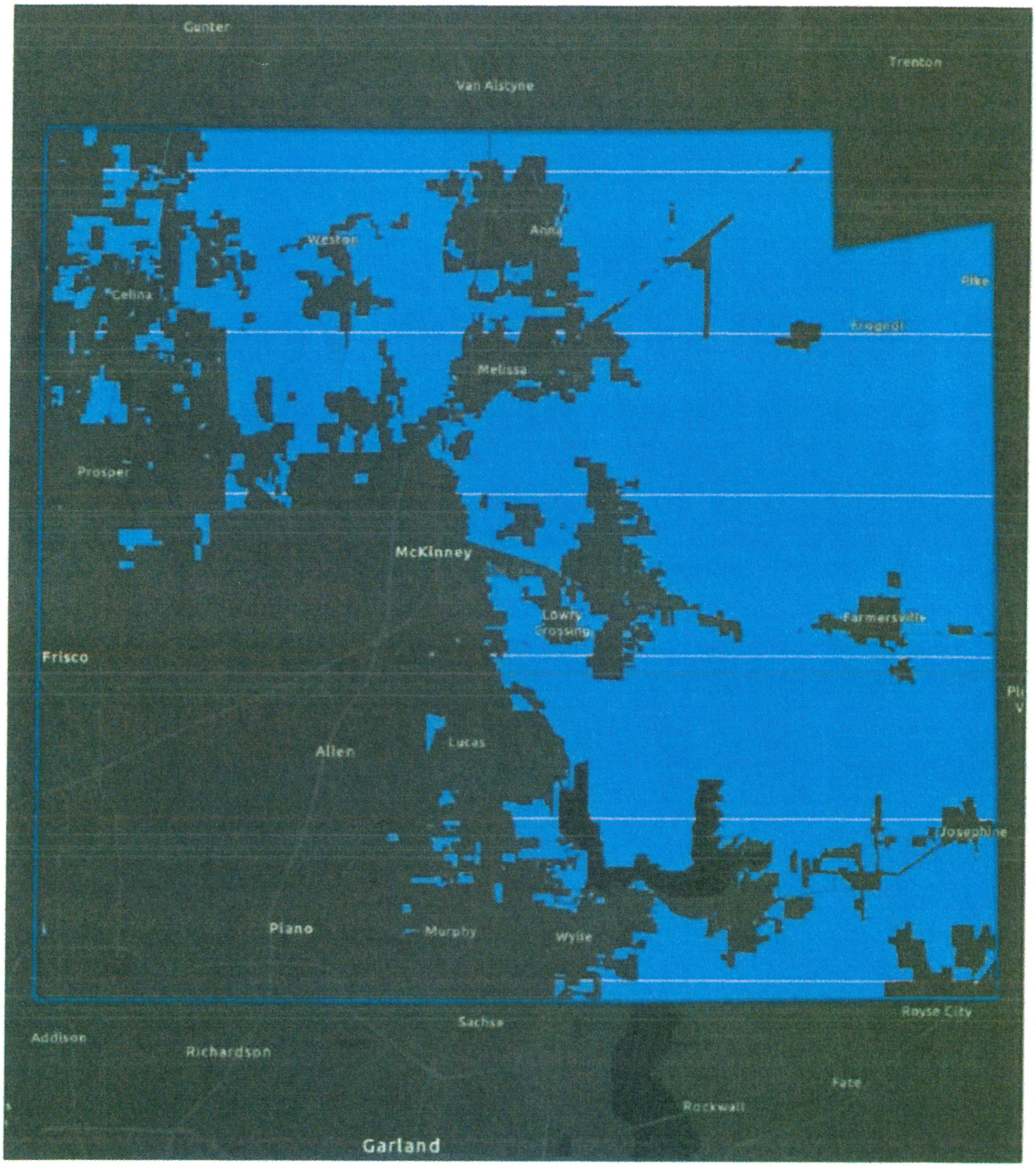
THENCE, along the eastern boundary line of said County to its Southeast corner;

THENCE, along the southern boundary line of said County to its Southwest corner;

THENCE, along the western boundary line of said County to its Northwest corner, the place of beginning.

Provided that all of the land included in the above description which lies within the boundaries of any incorporated municipality lying wholly or partially within said county shall be saved and excepted from the territory of the Emergency Services District.

Exhibit A-1
Map of Proposed
Collin County Emergency Services District No. 1 (in blue)



Chris Hill

Collin County Judge

February 19, 2025

Honorable Stacey Kemp
Collin County Clerk
2300 Bloomdale Road
McKinney, Texas 75071

Honorable Mrs. Kemp:

Pursuant to Texas Health and Safety Code section 775.011, I have received a petition proposing the creation of Collin County Emergency Services District No. 1 and I have verified that the petition has been signed by at least 100 qualified voters who own taxable real property in the proposed district.

Pursuant to section 775.015 of the same chapter, I have verified that the petition is in proper form and I hereby file the petition with your office. At the regular session of the commissioners court on Monday, February 24, the commissioners court will set a place, date, and time for a public hearing to consider the petition.

Sincerely,

Chris Hill

cc: Collin County Commissioners
Yoon Kim, Collin County Administrator

2300 Bloomdale Road, McKinney, Texas 75071 (972) 548-4632

COLLIN COUNTY

Kaleb Breaux
Elections Administrator
2010 Redbud Blvd. #102
McKinney, Texas 75069
972-547-1990

DATE: February 19, 2025

TO: Collin County Commissioners Court

FROM: Kaleb Breaux, Collin County Elections Administrator

RE: Collin County ESD No. 1 Petition

Pursuant to Texas Health and Safety Code section 775.011, I have reviewed a petition proposing the creation of Collin County Emergency Services District No. 1 and I have confirmed that the petition has been signed by at least 100 qualified voters in the proposed district.

Respectfully,

Kaleb Breaux

State of Texas	§	Court Order
Collin County	§	2025-216-02-24
Commissioners Court	§	

Statement of Shared Principles for Emergency Services Districts

In response to the citizen petition calling for the creation of Collin County Emergency Services District No. 1 ("District"), and in the interest of providing transparency and clarity, the Collin County Commissioners Court hereby adopts this Statement of Shared Principles to summarize our guiding values for the District.

1. The District should provide fire and emergency services by contracting with established fire departments.
2. The District should minimize administrative costs to ensure greater investment in fire and emergency services.
3. The District should support existing fire service contracts between municipalities and municipal utility districts.
4. The District should avoid double taxation of residents in municipal utility districts.
5. The District is not able to provide fire and emergency services outside the District. If a city council prevents its extraterritorial jurisdiction (ETJ) from being included in the District (per Texas Health & Safety Code Section 775.014), citizens of the ETJ must then appeal to their city council for fire and emergency services.
6. Collin County is committed to working with municipal and volunteer fire department partners to provide superior fire and emergency services until the District begins operations.

A motion was duly made, seconded, and carried by a majority of the court members in attendant during a regular session on Monday, February 24, 2025.

Chris Hill, County Judge

Darrell Hale, Commissioner, Pct 3

COLLIN COUNTY, TEXAS
COMMISSIONERS COURT

Susan Fletcher, Commissioner, Pct 1

Duncan Webb, Commissioner, Pct 4

Cheryl Williams, Commissioner, Pct 2

ATTEST: Stacey Kemp, County Clerk

Life Connected.

Administration
City of Celina, Texas

Memorandum

To:	**Honorable Mayor Tubbs and the Celina City Council**
From:	Robert Ranc, City Manager
CC:	
Intiated by:	Robert Ranc
Date:	April 8, 2025
Re:	Consider an act on an order of public censure for City Council Place 1

Action Requested:
Consider an act for an order of public censure for City Council Place 1.

Background Information:
In February 2025, the city manager received a formal complaint from a member of city staff regarding alleged inappropriate comments made by Councilmember Philip Ferguson. Per the City's personnel policy, an investigation was ordered and conducted by the law firm of Carrington Coleman. Based on the outcome of the investigation, Councilmember Koehne and Councilmember Hopkins requested that an order of public censure for Councilmember Ferguson be placed on the agenda for Council's consideration. Additionally, Councilmember Ferguson and Mayor Tubbs requested the attached statement from Councilmember Ferguson be included with the agenda packet.

Legal Review:
This item has been reviewed by the city attorney.

Supporting Documents:
1. Censure Order
2. CM Ferguson Response Summary

Financial Consideration:
N/A

Staff Recommendation:
N/A

ORDER OF PUBLIC CENSURE

AN ORDER BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ISSUING A PUBLIC CENSURE ON COUNCILPERSON PHILIP FERGUSON FOR RECENT BEHAVIOR AND UNAUTHORIZED ACTIONS.

WHEREAS, the City Council ("City Council") of the City of Celina ("City") finds that it is in the public's best interest to protect the integrity of the organization and its administration and the offices of the community's elected leaders; and

WHEREAS, the City Council is statutorily authorized to determine the rules of its proceedings and to judge the qualifications of its members pursuant to Section 3.05 of the City Charter; and

WHEREAS, employees of the City of Celina have been subjected to unprofessional remarks from Councilperson Philip Ferguson ("Councilperson") in various and repeated episodes,

WHEREAS, upon public notice and at a public meeting conducted in accordance with state statute, the City Council finds that the Councilperson's conduct was unbecoming; and

WHEREAS, on April 8, 2025, the City Council publicly censured the Councilperson for violating City policies and procedures; and

WHEREAS, the elected officials of the City of Celina are held to high standards of ethics and responsibility, and the City Council finds it in the best interest of the City and its residents to issue this censure order.

NOW, THEREFORE, BE IT SO ORDERED BY THE CITY COUNCIL OF THE CITY OF CELINA:

1. The foregoing recitals are adopted as facts and are incorporated fully herein.

2. The City Council hereby issues this its formal public censure of Councilperson Philip Ferguson.

3. The City Council demands and orders that Councilperson Philip Ferguson cease and desist his behavior.

4. The Mayor is directed to sign this Censure Order on behalf of the City Council and to file this Order at City Hall among the official records of the City.

PASSED AND APPROVED on the 8th day of April, 2025 by the City Council of Celina, Texas.

CITY OF CELINA, TEXAS

_____

Ryan Tubbs, Mayor

Councilman Philip Ferguson's Response to Allegations and Censure

Summary of Allegations and Findings

Last month, one anonymous city employee accused me of making inappropriate comments on three separate occasions over two years. The city hired a third-party employment law attorney to investigate the matter completely. Upon concluding her investigation, she simply recommended training for all city council members—standard practice for city employees.

Some council members rejected this recommendation and pushed for a censure, which I believe is politically motivated to benefit their preferred candidate before the upcoming election.

Addressing the Allegations

- **First Incident (circa 2023)**: At a city event, I made comments about foam snowballs being thrown for fun ("give me some balls"), which were misinterpreted. Dozens were in attendance and no one else raised concerns.
- **Second Incident (Feb 2024)**: Allegedly, I claimed to have a second phone for "contacting my hoes." This is false—I have only one phone, and no witnesses support this claim. Even the attorney doubted its validity.
- **Third Incident (Feb 2025)**: After the council meeting, I commented about Celina's "Key to the City" being bigger than another city's that was sent as a gift. The comment, referring to everything being bigger in Texas, was misinterpreted. Multiple council members were present, and none corroborated hearing inappropriate comments.

If my words unintentionally offended someone, I apologize. I have no history of such conduct in my 40-year career in the private sector. The attorney fairly reviewed the situation thoroughly and simply recommended training for all city council members—nothing more.

On the Censure

The attorney, the only person with all the facts, found training for all city council sufficient to address this matter. A censure is a political maneuver meant to damage my reputation. The council members pushing for the censure never even asked for my side of the story, showing a lack of due process.

This is an attempt at character assassination, likely to aid my opponent in the upcoming election. I urge the public to recognize the timing and motivation behind this action. Since I cannot confront my accuser or defend myself in person, this statement is my only recourse. Thank you for considering all the facts.