AMENDED

Life Connected.

**CITY COUNCIL REGULAR MEETING**
**CELINA COUNCIL CHAMBERS**
**112 N. COLORADO ST.**
**TUESDAY, MAY 13, 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. Discussion regarding a Development Agreement for Southwest Erosion Control

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

C. Discussion of a possible Development Agreement for a tract of land generally located south of Collin County Outer Loop and east of Choate Parkway

D. Discussion regarding the eminent domain proceedings of 1510 Vest Lane

E. Discussion regarding demand letter received April 25, 2025

F. Discussion regarding proposed Collin County Emergency Services District

G. Update and briefing regarding personnel investigation

H. Discussion regarding potential development at 17363 FW 428

I. Discussion regarding 519 S Colorado

J. Discussion regarding Civil Action No. 4:24-cv-372

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

K. Discussion regarding an economic development agreement located on the northeast corner of Louisiana Drive and J Fred Smith Parkway

L. Discussion regarding Chapter 380 Agreement with First Texas Homes

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

M. Discussion regarding Metallic condemnation

N. Discussion regarding development of Legacy North Tract

O. Discussion regarding acquisition of real property for Downtown Recreation Center and drainage facility

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

P. 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 0.3222 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.

Q. Consider and act upon a Resolution authorizing the execution by the City Manager of a real estate sales contract to purchase property and conveyance documents necessary to effectuate the acquisition of real property for a future recreation center, downtown drainage facilities, and other municipal uses.

## IV. CANVASS OF ELECTION RESULTS:

A. Consider and act upon a Resolution of the City Council of the City of Celina, Texas canvassing the results of the General Election held on May 3, 2025. (Rubio)

B. Consider and act upon an Ordinance of the City Council of the City of Celina, Texas canvassing the results of the Special Election held on May 3, 2025; and adopting the amendments to the City of Celina Charter. (Rubio)

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

A. Administration of the Oath-of-Office and presentation of the Certificate-of-Election to the newly elected Councilmembers for Place No. 1 and Place No. 6. (Rubio)

B. Celina High School Swimmer Reagan Hix Proclamation. (Tubbs)

C. Celina High School Robotics Team Proclamation. (Tubbs)

D. Celina High School Girls Soccer Team Proclamation. (Tubbs)

E. The Celina Masonic Lodge scholarships and Community Builders Award.

F. National Police Week Proclamation (May 11-17, 2025). (Tubbs)

G. Mental Health Awareness Month Proclamation (May). (Tubbs)

H. Emergency Medical Services Week Proclamation (May 18-24, 2025). (Tubbs)

I. Economic Development Week Proclamation (May 12-16, 2025). (Tubbs)

J. National Public Works Week Proclamation (May 18-24, 2025). (Tubbs)

K. Building Safety Month Proclamation (May). (Tubbs)

L. Oncor Presentation. (Burnett)

## VI. WORKSESSION/COMMITTEE REPORTS/STAFF REPORTS:

A. Discussion regarding the Gateway Monumentation status update (McAfee)

B. Discussion on Downtown Center Incubator. (Brawner, Satarino)

**VII. 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.

**VIII. 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- April 8, 2025, 5:00 p.m.

B. Consider and act to authorize a cost share agreement with LG Celina LF Way, LLC for the construction of Eastbound of Doe Branch Boulevard between Dallas North Tollway and County Road 50 in the amount not to exceed $996,715.14 (Glasgow)

C. Consider and act to authorize a Master Service Agreement for appraisal and Right-of-Way acquisition services to Stateside Right of Way and Specialty Land Solutions. (Berry)

D. Consider and act to purchase Ammunition for the Police Department from Precision Delta Corporation & GT Distributors through a cooperative contract with BuyBoard 698-23 for an amount not to exceed $90,000.00. (Berry)

E. Consider and act to award bid 2025-044 for the repair and installation of an eighteen-inch waterline on Preston Road to Dickerson Construction Company Inc. at the unit prices listed in the amount of $100,500.00 plus ten percent contingency in the amount of $10,050.00 for the total amount not to exceed $110,550.00. (Figueroa)

F. 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 $75,000.00. (Glasgow)

G. Consider and act to approve a work authorization for professional services to update the hydraulic and hydrologic study of the Little Elm Tributary by Freese and Nichols, Inc. for an amount not to exceed $100,000.00. (Glasgow)

H. Consider and act to authorize an agreement with North Parkway Municipal Management District No. 1 for the occupation and usage of the City right-of-way adjacent to the property for the installation of aesthetic improvements. (Glasgow)

I. Consider and act to approve a work authorization for engineering services for the design of North Preston Lakes Drainage Improvements to Westwood Professional Services, Inc., in an amount not to exceed $339,890.00. (Glasgow)

J. Consider and act upon a Resolution to fill a vacant term on the Downtown Commission. (Kearney)

K. Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed $157,822.27. (Alexander)

L. Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC. for event infrastructure at Splash & Blast in an amount not to exceed $174,792.50 (Monaco)

M. Consider and act to authorize manhole rehabilitation services with Insituform Technologies, LLC through a cooperative contract with Buyboard (contract # 730-24) in an amount not to exceed $119,583.00. (Figueroa)

N. Consider and act to authorize the purchase of a 2025 Chevrolet Tahoe vehicle for the Fire Department from Lake Country Chevrolet through a cooperative contract for an amount not to exceed $57,886.25. (White)

O. 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 future Carey Road improvements from Legacy Drive to approximately one thousand four hundred feet (1400') to the west. (Glasgow)

P. 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)

Q. Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary easements for the future Rasor Sewer Interceptor. (Glasgow)

R. Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino)

S. Consider and act upon a Resolution authorizing the submission of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program. (Cullison)

T. Review and acceptance of the Quarterly Investment Report for the period ended March 31, 2025. (Bromiley)

U. Consider and act upon a Resolution to appoint a Board Member to the McKinney Urban Transit District (MUTD) Board of Directors. (Kearney)

V. Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas. (Satarino)

W. Consider and act to authorize a professional services agreement for a land use fiscal analysis by Verdunity, Inc. for an amount not to exceed $140,000. (Ranc)

## IX. PUBLIC HEARING/ACTION:

A. Conduct a public hearing to consider public comment regarding the creation of the Silo Crossing Public Improvement District and act upon a Resolution creating the Silo Crossing Public Improvement District.(Stovall)

B. Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 131 acres; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Silo Crossing (Willard Tract) – C-3 Expedited Annexation). (Mohan)

C. Conduct a public hearing to consider and act upon an Ordinance to zone approximately 131 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Willard Tract (Silo Crossing) – PD Zoning). (Mohan)

D. Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 40 acres of land; generally located south of County Road 59 and 1,000 feet east of Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Mesa Verde – Development Agreement). (Mohan)

E. 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)

F. Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final The Parks at Wilson Creek Annex Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Annex Public Improvement District

Service and Assessment Plan; 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 Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Stovall)

G. Consider and act upon a Resolution approving and authorizing the Mayor to execute the PID Reimbursement Agreement The Parks at Wilson Creek Annex Public Improvement District and resolving other related matters. (Stovall)

H. Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #4 Assessment Roll – Phase #4 Improvements; making a finding of special benefit to property within Phase #4 of the Cambridge Crossing 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 Phase #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

I. Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #4 Assessment Roll – Phase #4 Additional Projects; making a finding of special benefit to property within Phase #4 of the Cambridge Crossing 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 Phase #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

J. Consider and act upon a Resolution approving and authorizing the Mayor to execute the Amended and Restated PID Reimbursement Agreement with Cambridge Crossing Public Improvement District and resolving other related matters. (Bromiley)

**X. <u>ACTION ITEM:</u>**

A. Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Rubio)

B. Consider and act upon a Resolution amending the Boards and Commissions Policy. (Kearney)

C. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2025", including the adoption of an Ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

D. Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas General Obligation Refunding Bonds, Series 2025," including the adoption of an Ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized official of the City. (Stovall)

E. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within Phase #2 of The Parks at Wilson Creek Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #2 Assessment Roll – Phase #2 Improvements; directing the filing of the proposed assessment roll with the City Secretary or Assistant City Secretary; and providing for noticing and calling a public hearing on June 10, 2025, to consider an Ordinance levying assessments on property located within Phase #2 of The Parks at Wilson Creek Public Improvement District. (Stovall)

F. Consider and act upon a Resolution of the City of Celina, Texas, determining the costs of certain authorized improvements to be financed within the Mustang Lakes (Annex) Public Improvement District; approving an updated preliminary service and assessment plan, including a proposed Phase #2 Assessment Roll – Phase #2 Initial Projects and a proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements; directing the filing of the proposed assessment rolls

with the City Secretary or Assistant City Secretary; and providing for noticing and calling two public hearings on June 10, 2025 to consider two Ordinances levying assessments on property located within Phase #2 of the Mustang Lakes (Annex) Public Improvement District. (Bromiley)

G. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed $50,000. (Satarino)

H. Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed $75,000. (Satarino)

I. Consider and act upon a Resolution establishing the Local Business Support Program; and appointing representatives to serve on the Local Business Support Program Ad Hoc Steering Committee. (Satarino)

J. Consider and act to authorize the purchase of a collection of new books for the Downtown Center from Brodart Co., through a cooperative contract with the State of Texas in an amount not to exceed $897,966.00. (Ortiz)

K. Consider and act to award bid 2025-042 for the 2025 Annual Street Maintenance (ASM) project to GRod Construction LLC, at the unit prices listed in the amount of $4,441,933.00 plus fifteen percent contingency in the amount of $666,289.95 for a total amount not to exceed $5,108,222.95. (Figueroa)

**XI. ADJOURNMENT:**

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

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

_____

Jeovanna Rubio, TRMC
Assistant City Secretary

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**City Secretary's Office**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Jeovanna Rubio, Assistant City Secretary |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Jeovanna Rubio |
| Date: | May 13, 2025 |
| Re: | Consider and act upon a Resolution of the City Council of the City of Celina, Texas canvassing the results of the General Election held on May 3, 2025. (Rubio) |

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**Action Requested:**
Consider and act upon a Resolution of the City Council of the City of Celina, Texas canvassing the results of the General Election held on May 3, 2025. (Rubio)

**Background Information:**
The annual General Election was held on Saturday, May 3, 2025, for the purpose of electing a Council Member for Place 1 and a Council Member for Place 6. Unofficial tabulations from Collin and Denton Counties are listed below.

| | COLLIN COUNTY | DENTON COUNTY | TOTAL VOTES CAST |
|---|---|---|---|
| COUNCIL MEMBER PLACE NO. 1 | 854 | 29 | 883 |
| DOROTHY ALLAN | 983 | 39 | 1,022 |
| PHILIP FERGUSON | | | |
| COUNCIL MEMBER PLACE NO. 6 | 1,417 | 56 | 1,473 |
| BRANDON GRUMBLES | | | |

**Legal Review:**

N/A

**Supporting Documents:**

1. Res 2025-___R Canvass of General Election- DRAFT

**Financial Consideration:**

N/A

**Staff Recommendation:**

Staff recommends approval.

**RESOLUTION NO. 2025- R**

**AN RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CANVASSING THE RESULTS OF THE GENERAL ELECTION HELD ON MAY 3, 2025, FOR THE PURPOSE OF ELECTING CITY COUNCILMEMBERS FOR PLACE NOS. 1 AND 6; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

**WHEREAS,** the Election was held on the 3rd day of May 2025, for the purpose of electing the hereinafter named officials; and

**WHEREAS**, the City Council has reviewed and investigated all matters pertaining to the election, including the ordering, notices, election officers, holding, and returns thereof, and it is now necessary to declare the official results of the canvass as follows:

| | COLLIN COUNTY | DENTON COUNTY | TOTAL VOTES CAST |
|---|---|---|---|
| **COUNCILMEMBER PLACE NO. 1** | | | |
| DOROTHY ALLAN | 854 | 29 | 883 |
| PHILIP FERGUSON | 983 | 39 | 1,022 |
| **COUNCILMEMBER PLACE NO. 6** | | | |
| BRANDON GRUMBLES | 1,417 | 56 | 1,473 |

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

**SECTION 1:** Said election was duly called, that notice of said election was given in accordance with law, that said election was held in accordance with law, and that Philip Ferguson was duly elected Councilmember Place No. 1, and that Brandon Grumbles was duly election Councilmember Place No. 6. Above-named parties are hereby declared duly elected Councilmember for Place No. 1 and Councilmember for Place No. 6, subject to the taking of the oath-of-office as provided by the laws of the State of Texas.

**SECTION 2:** It is further found and determined that in accordance with the order of this governing body, the City Secretary posted written notice of the date, place and subject of this meeting on the bulletin board located in the City Hall, a place convenient and readily accessible to the general public and said notice having been so posted and remaining posted continuously for at least 72 hours preceding the scheduled time of said meeting.

**SECTION 3:** This Resolution shall become effective from and after its date of passage in accordance with State law.

**DULY PASSED AND APPROVED** by the City Council of the City of Celina, Texas this the 13th day of May 2025.

**CITY OF CELINA**

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

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**City Secretary's Office**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Jeovanna Rubio, Assistant City Secretary |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Jeovanna Rubio |
| Date: | May 13, 2025 |
| Re: | Consider and act upon an Ordinance of the City Council of the City of Celina, Texas canvassing the results of the Special Election held on May 3, 2025; and adopting the amendments to the City of Celina Charter. (Rubio) |

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**Action Requested:**
Consider and act upon an Ordinance of the City Council of the City of Celina, Texas canvassing the results of the Special Election held on May 3, 2025; and adopting the amendments to the City of Celina Charter. (Rubio)

**Background Information:**
The Special Election for the proposed Home Rule Charter amendments was held on May 3, 2025. Unofficial tabulations from Collin and Denton Counties are listed below.

| Proposition A | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,179 | 39 | 1,218 |
| Against | 724 | 28 | 752 |

| Proposition B | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,537 | 59 | 1,596 |
| Against | 376 | 10 | 386 |

| Proposition C | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,265 | 45 | 1,310 |
| Against | 590 | 21 | 611 |

| Proposition D | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,077 | 20 | 1,097 |
| Against | 710 | 45 | 755 |

| Proposition E | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,430 | 49 | 1,479 |
| Against | 317 | 16 | 333 |

| Proposition F | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,551 | 61 | 1,612 |
| Against | 312 | 8 | 320 |

| Proposition G | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,783 | 65 | 1,848 |
| Against | 83 | 4 | 87 |

| Proposition H | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,647 | 58 | 1,705 |
| Against | 166 | 8 | 174 |

| Proposition I | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,654 | 53 | 1,707 |
| Against | 151 | 14 | 165 |

| Proposition J | Collin County | Denton County | Total Votes Received |
|---|---|---|---|
| For | 1,742 | 59 | 1,801 |
| Against | 99 | 8 | 107 |

**Legal Review:**
N/A

**Supporting Documents:**
1. Ord 2025-__ Canvassing Special Election & Adopting the Charter Amendments- DRAFT

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends approval.

**ORDINANCE NO. 2025-___**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS CANVASSING THE RESULTS OF THE SPECIAL ELECTION HELD ON MAY 3, 2025; AND ADOPTING THE AMENDMENTS TO THE CITY OF CELINA CHARTER; PROVIDING FOR AN ENGROSSMENT AND ENFROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Celina is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, the Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

**WHEREAS**, the Election was held on the 3rd day of May 2025, to determine whether the City of Celina Charter should be amended; and

**WHEREAS**, the propositions were submitted to the voters, the election was held and conducted, and the returns thereof were made, all as required by the City Charter, the Texas Election Code, and the laws of the State of Texas; and

**WHEREAS**, the City Council has reviewed and investigated all matters pertaining to the election, including the ordering, notices, election officers, holding, and returns thereof, and it is now necessary to declare the official results of the canvass.

**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
## DECLARATION OF RESULTS

The City Council having convened on this the 13th day of May 2025, to canvass the returns of the Charter Amendment Election held on Saturday, May 3, 2025, and after canvassing the returns of said election, does hereby find and declare the results of the election as follows:

**PROPOSITION A**

YES…… 1,218
NO…….. 752

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**

YES…… 1,596
NO…….. 386

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**

YES…… 1,310
NO…….. 611

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**

YES…… 1,097
NO…….. 755

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**

YES…… 1,479
NO…….. 333

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**

YES…… 1,612
NO…….. 320

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**

YES…… 1,848
NO…….. 87

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**

YES…… 1,705
NO…….. 174

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**

YES…… 1,707
NO…….. 165

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**

YES…… 1,801
NO…….. 107

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

## SECTION 3
## DULY ORDERED ELECTION

The City Council officially finds, determines, and declares that the election was duly and properly ordered, that proper legal notice of such election was duly given in the English language and the Spanish language, that proper election officers were duly appointed prior to the election, that the election was duly and legally held, that all resident, qualified electors of the City were permitted to vote at the election, that due returns of the results of the election had been made and delivered, and that the City Council had duly canvassed such returns, all in accordance with the laws of the State of Texas and the United States of America and the ordinance calling the election.

## SECTION 4
## DECLARATION OF APPROVAL

It is therefore found and declared that the majority of the qualified voters of the City of Celina who voted at said Election voted in favor of the following proposed Charter Amendments: Proposition A, Proposition B, Proposition C, Proposition D, Proposition E, Proposition F, Proposition G, Proposition H, Proposition I, and Proposition J. The City Council declares that these Charter Amendments are adopted.

## SECTION 5
## CERTIFICATION OF CHARTER AMENDMENTS

As soon as practical, the Mayor of the City of Celina shall certify to the Secretary of State an authenticated copy of the Charter amendments, under the City's seal, showing the approval by the voters of the municipality.

## SECTION 6
## 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 7
## EFFECTIVE DATE

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

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**DULY PASSED AND APPROVED** by the City Council of the City of Celina, Texas, on this 13th day of May 2025.

**CITY OF CELINA**

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

Life Connected.

**City Secretary's Office**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Jeovanna Rubio, Assistant City Secretary |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Jeovanna Rubio |
| Date: | May 13, 2025 |
| Re: | Administration of the Oath-of-Office and presentation of the Certificate-of-Election to the newly elected Councilmembers for Place No. 1 and Place No. 6. (Rubio) |

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**Action Requested:**
Administration of the Oath-of-Office and presentation of the Certificate-of-Election to the newly elected Councilmembers for Place No. 1 and Place No. 6. (Rubio)

**Background Information:**

**Legal Review:**

**Supporting Documents:**
None

**Financial Consideration:**

**Staff Recommendation:**

Life Connected.

**Planning**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Madhuri Mohan, Planning Director |
| CC: | Dusty McAfee, Director of Development Services |
| Intiated by: | Haley Yansky |
| Date: | May 13, 2025 |
| Re: | Gateway Monumentation Status Update |

**Action Requested:**
Discussion regarding the Gateway Monumentation status update (McAfee)

**Background Information:**
On October 8, 2024, the City Council approved a contract with Kimley-Horn to develop a Gateway Monumentation Plan (GMP). The GMP, recommended by the 2040 Comprehensive Plan and included in the City's Strategic Plan, will establish a monument strategy reflecting Celina's vision and branding. Project introduction meetings were held with the Planning & Zoning Commission, Arts & Culture Board, and Parks & Recreation Board in November 2024 and January 2025. The consultant held a public engagement event at Christmas on the Square in December 2024, and visioning meetings were held with the boards and commission in February and March 2025 to develop draft concepts. Concepts have been refined based on feedback. A second public engagement opportunity was held at Cajun Fest, and a survey is available online. This item will be returning to the boards and commission for concept selection in June, with an anticipated adoption by the Celina City Council in July. Please refer to the attached presentation for additional information.

**Legal Review:**
N/A

**Supporting Documents:**
1. Staff Presentation

**Financial Consideration:**
N/A

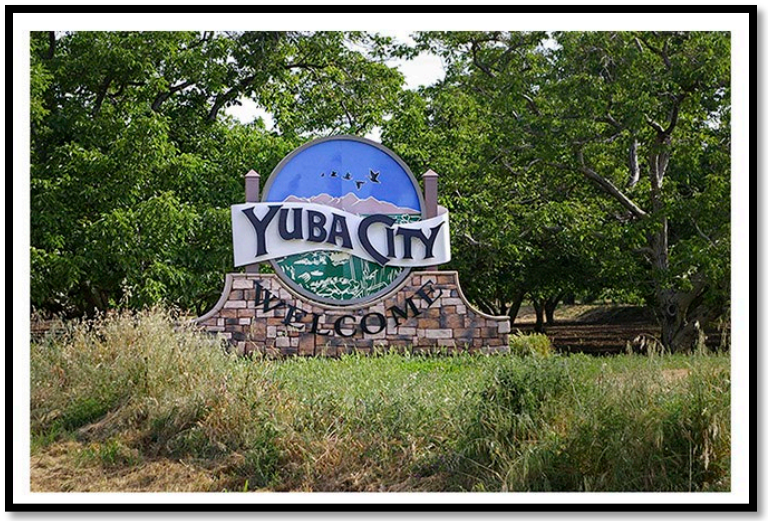
**Staff Recommendation:**
N/A

# GATEWAY MONUMENTATION

City Council - Worksession
May 13, 2025

# BACKGROUND

- The 2040 Comprehensive Plan recommended the City engage a consultant to develop a Gateway Monumentation plan
- Gateway Monumentation is also an action item within the Strategic Plan
- In October of 2024, the City Council approved a contract with Kimley-Horn for Gateway Monumentation



# PROCESS

☑Introduction with boards & commissions

☑ Public engagement at Christmas on the Square

☑Develop several monument imagery concepts based upon feedback from the community, staff, and boards & commissions

☑Visioning meeting with the 3 boards to review concepts

☑Refine concepts based on feedback

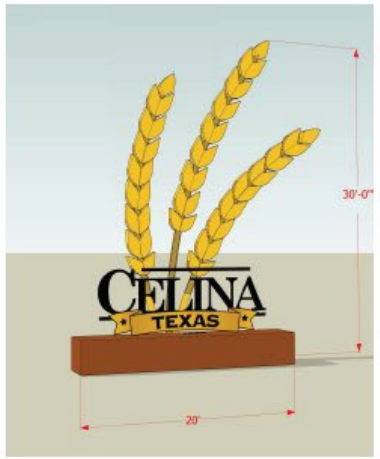
☑ Public Engagement at Cajun Fest and through a survey

☐Follow-up meeting with the 3 boards for a recommendation on the preferred monument concept

☐Final approval with the City Council

# PRELIMINARY CONCEPTS - RECAP

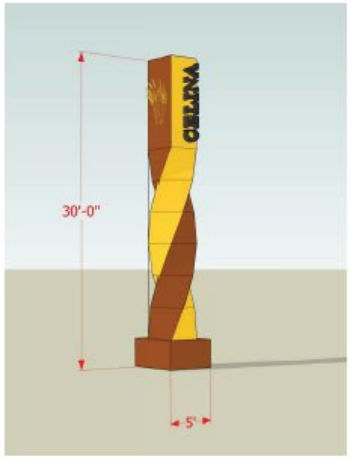
OPTION 1 - SCAFFOLD SIGN



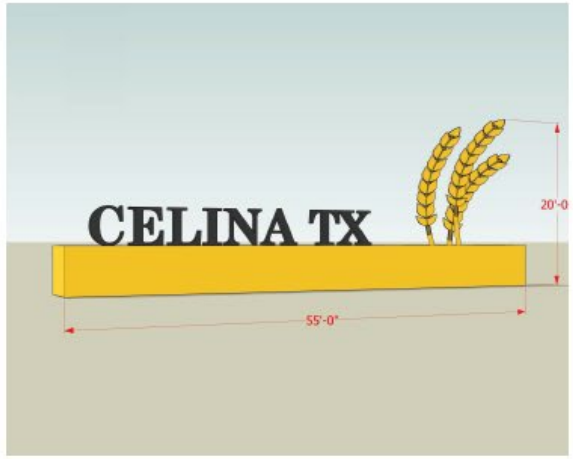

OPTION 2 - SCULPTURAL WHEAT

OPTION 3 - CELINA SILO

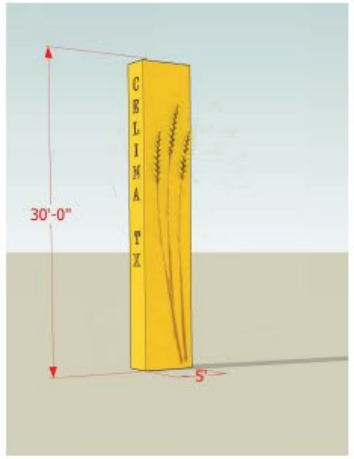
OPTION 4 - SEE THROUGH CELINA




OPTION 5 - WHEAT & RAIL




OPTION 6 - HILLSIDE LETTERS

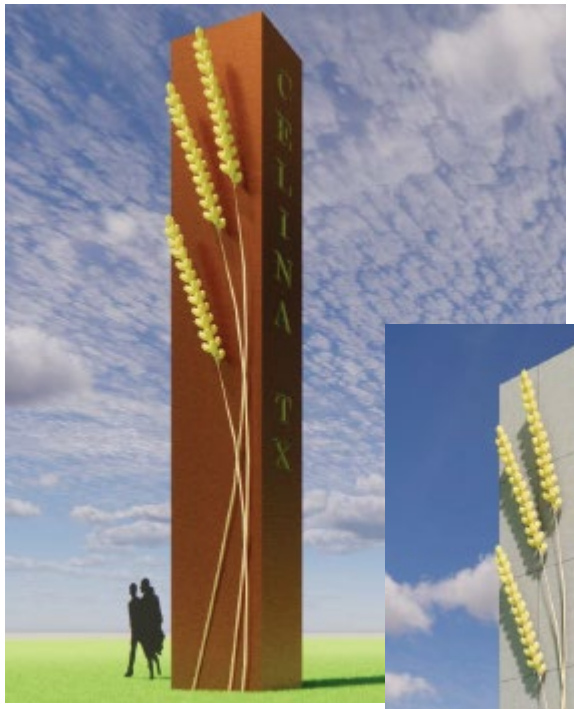


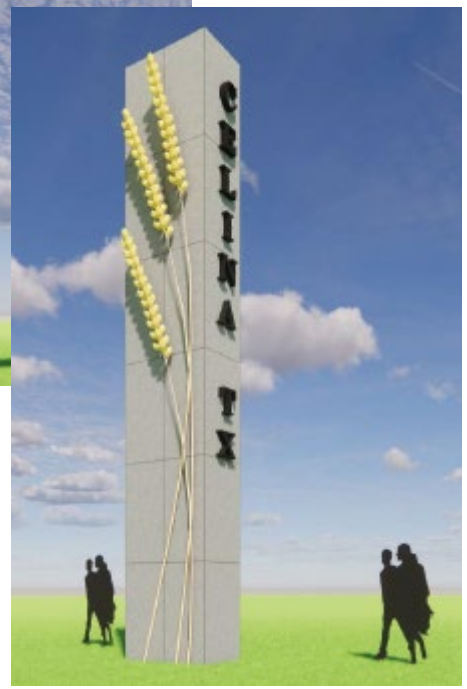

OPTION 7 - SIMPLE AND ELEGANT

# FEEDBACK

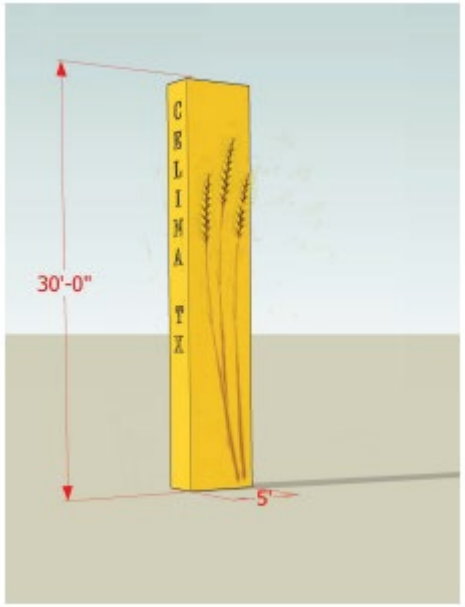
- Structural concepts (water tower, silo, scaffolding) are more appropriate for parks or downtown
- Concepts need to further refine material and illumination options
- Public feedback has been mixed
- No clear front-runner – concepts need to be refined
- Staff anticipates next round of feedback from the public and boards and commissions to provide more clarity

# CONCEPTS

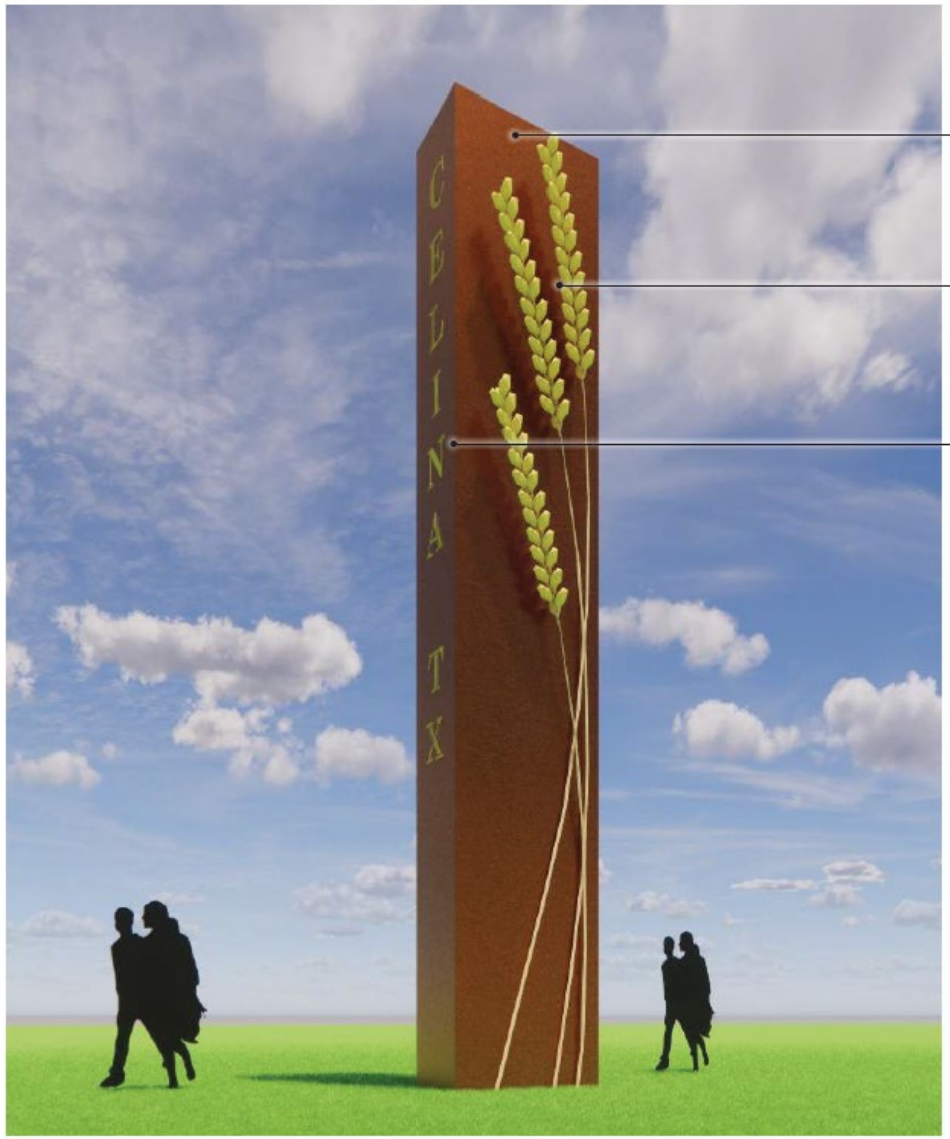


# CONCEPTS




OPTION 7 - SIMPLE AND ELEGANT

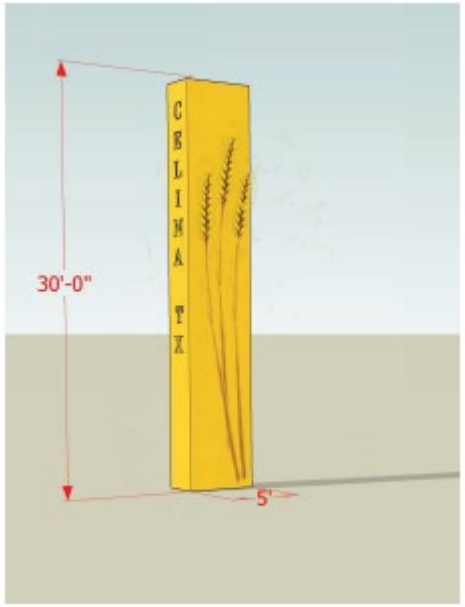



METAL PANEL -
COLOR AND FINISH TBD

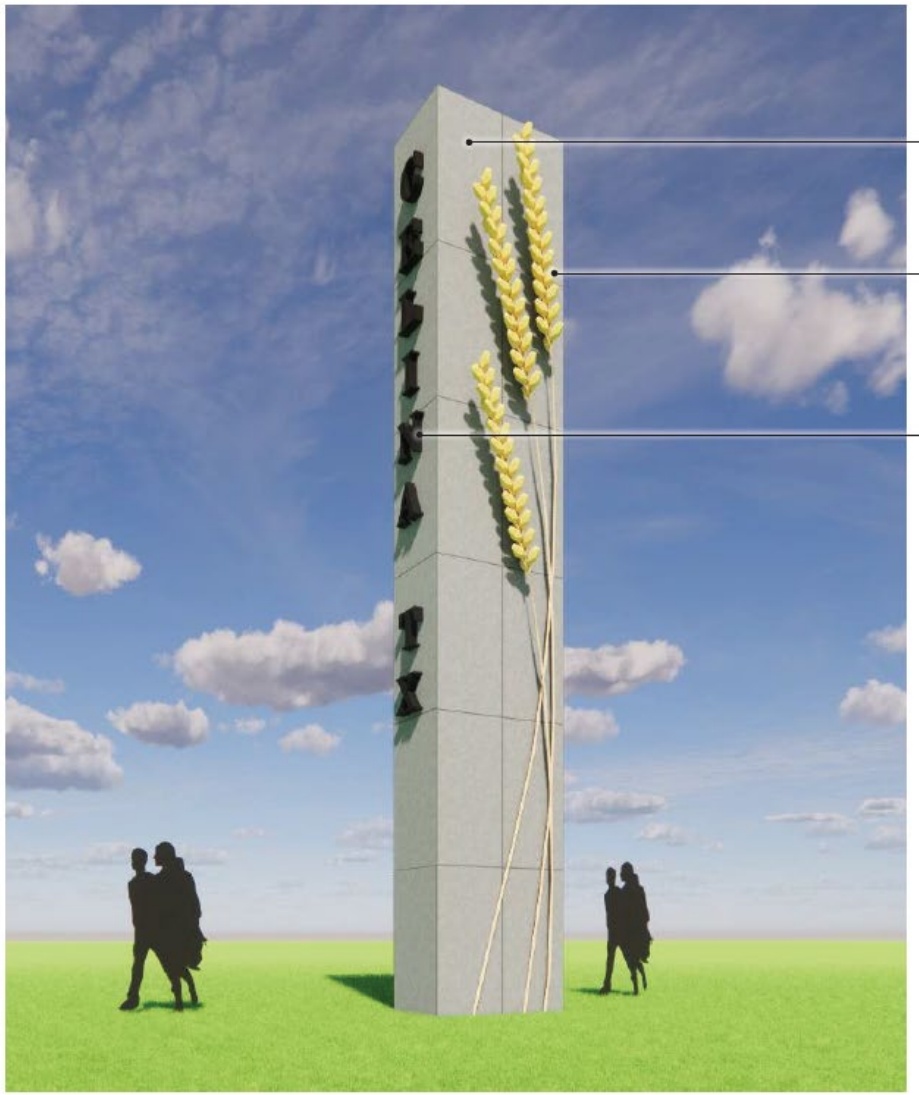
3 DIMENSIONAL WHEAT
RELIEF - BACKLIT TO
SHOW RELIEF

RECESSED CELINA
LETTERING - INTERNALLY
ILLUMINATED

# CONCEPTS



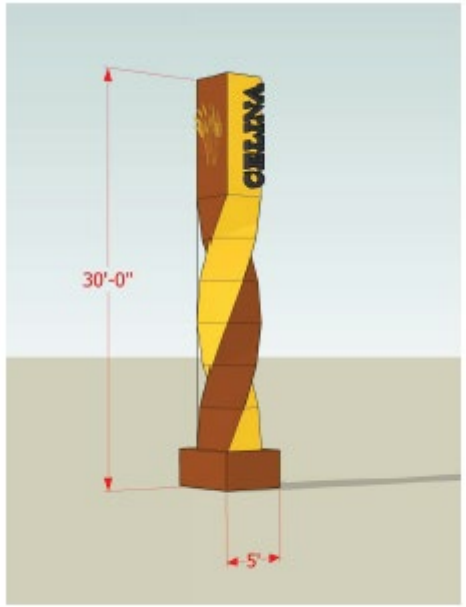

OPTION 7 - SIMPLE AND ELEGANT



# CONCEPTS

OPTION 2 - SCULPTURAL WHEAT

# CONCEPTS




OPTION 5 - WHEAT & RAIL

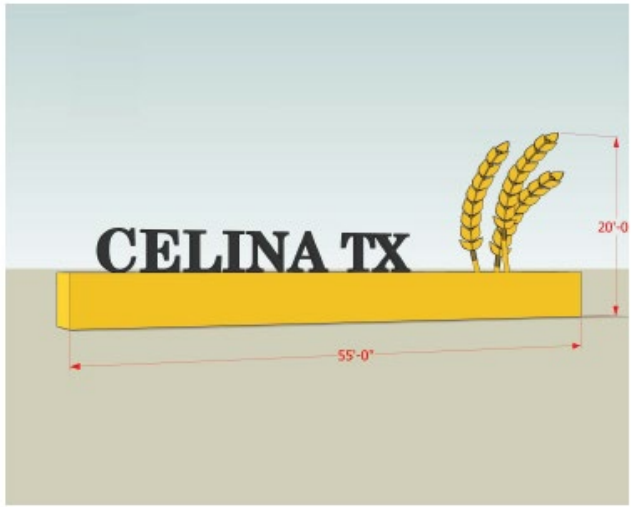
METAL PANEL - COLOR AND FINISH TBD

3 DIMENSIONAL WHEAT RELIEF ACRYLIC MATERIAL - INTERNALLY ILLUMINATED

EXTRUDED LETTERING - INTERNALLY ILLUMINATED

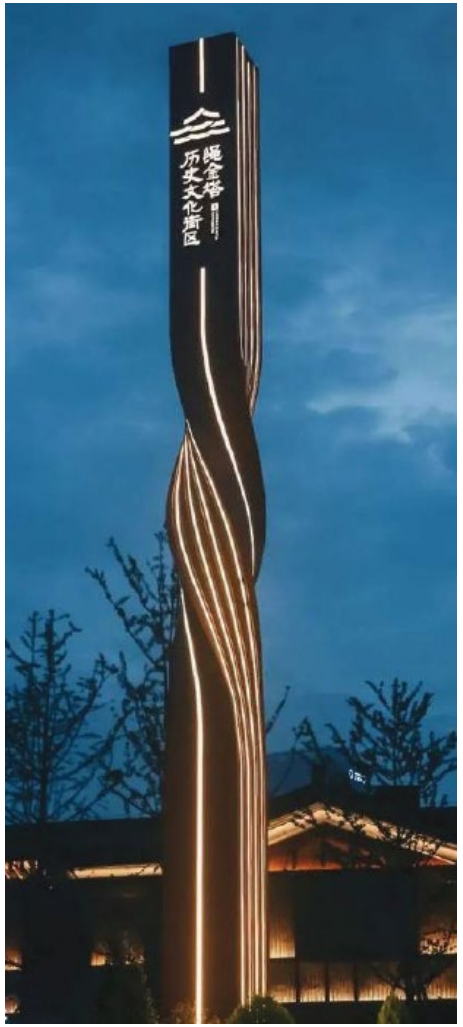
EXTRUDED RAILROAD RELIEF - INTERNALLY ILLUMINATED

# CONCEPTS




OPTION 6 - HILLSIDE LETTERS

# NIGHT CONCEPTS



# PROPOSED GATEWAYS

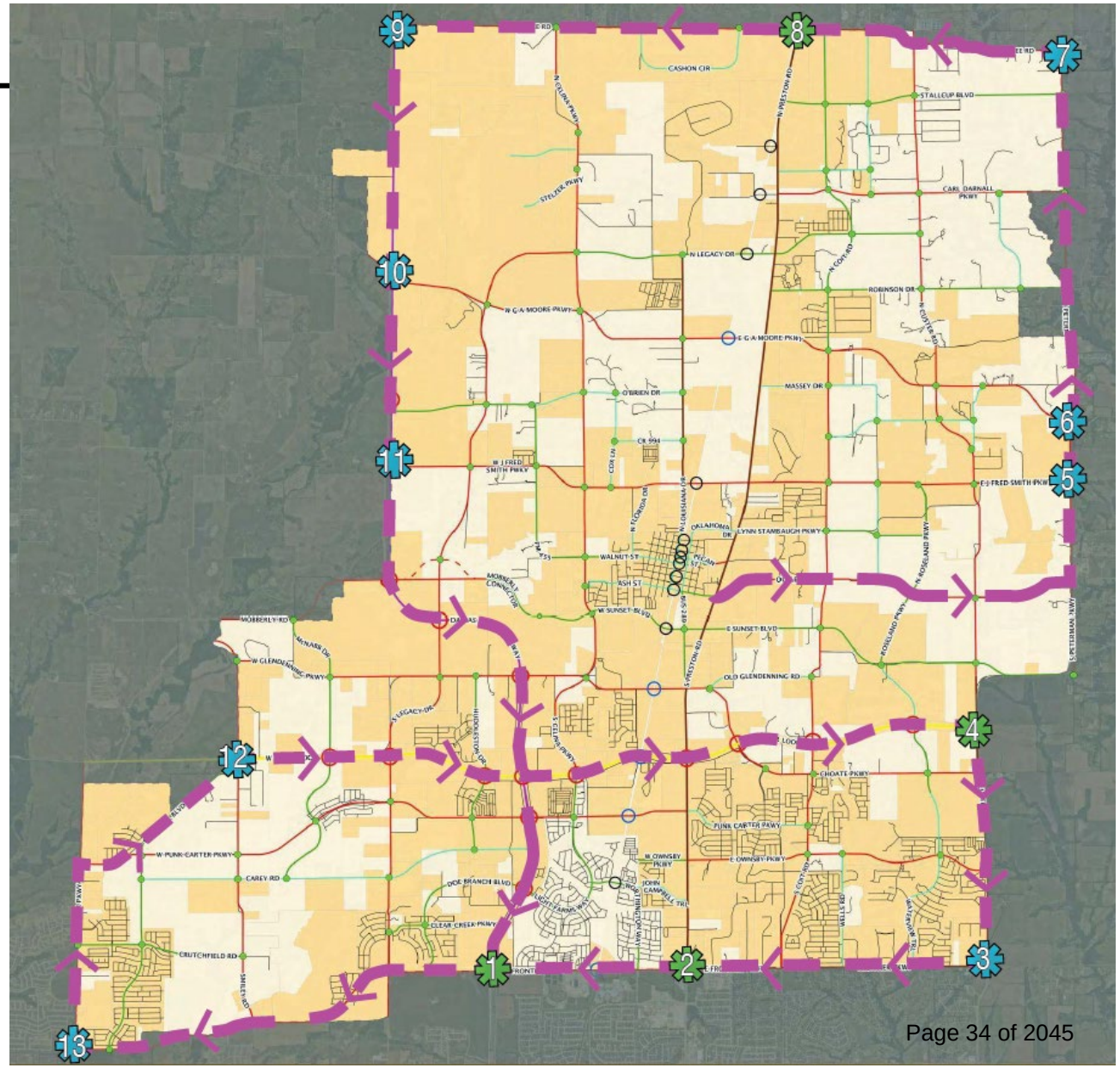
Final concepts will include two types/sizes (primary and secondary), which will be appropriately scaled to the gateway locations

**POTENTIAL LOCATION 7 YEARS PLUS**

- **3** - FRONTIER PKWY / CUSTER RD
- **5** - PETERMAN PKWY / E J FRED SMITH PKWY
- **6** - PETERMAN PKWY / E G A MOORE PKWY
- **7** - PETERMAN PKWY / MARILEE RD
- **9** - DALLAS PKWY / MARILEE RD
- **10** - DALLAS PKWY / E G A MOORE PKWY
- **11** - DALLAS PKWY / E J FRED SMITH PKWY
- **12** - SMILEY RD / OUTER LOOP
- **13** - MAYER PKWY - FM 1385 / PARVIN RD

**POTENTIAL LOCATION 0-7 YEARS**

- **1** - DALLAS PKWY / FRONTIER PKWY
- **2** - FRONTIER PKWY / PRESTON RD
- **4** - OUTER LOOP LP / CUSTER RD
- **8** - PRESTON RD / MARILEE RD



# TIMELINE

- ☑ October CC (2024) – Introduction
- ☑ November Arts & Culture and P&Z (2024) – Introduction
- ☑ December (2024) – Christmas on the Square
- ☑ January Parks – Introduction
- ☑ February P&Z – Visioning
- ☑ March Arts & Culture and Parks – Visioning
- ☑ May – Cajun Fest and Survey
- ☐ May CC – Worksession (status update)
- ☐ June P&Z, Arts & Culture, and Parks – Concept Selection
- ☐ July CC – Final Concept Approval

# NEXT STEPS

- Discussion/Questions

Life Connected.

**Administration**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Kimberly Brawner, Assistant City Manager |
| CC: | |
| Intiated by: | Anthony Satarino |
| Date: | May 13, 2025 |
| Re: | Discussion on Downtown Center Incubator |

**Action Requested:**
Discussion on Downtown Center Incubator. (Brawner, Satarino)

**Background Information:**
On April 9, 2024, the city selected Swinerton Builders to provide construction manager at risk (CMAR) services for constructing the Downtown Center complex. The complex includes a ~100,000-square-foot, four-story building and a four-story parking garage. The parking garage has an approximate 35,000-square-foot footprint and will have an aggregate area of approximately 140,000 square feet. The garage will have approximately 400 spaces on the west side of North Arizona Drive between West Walnut Street (FM 455) and West Pecan Street. The parking garage includes elevators, trash compactors, generator space for the government center, and special event storage. Parking options include standard parking spaces (9' x 18'), oversized parking spaces (10' x 20'), motorcycle, bicycle, and golf cart parking. The garage also includes space for the bookmobile storage and an off-site book drop. Infrastructure is being included to support the possibility of electric charging stations.

The Downtown Center will comprise five floors. Each floor is approximately 23,000 square feet. Two floors will serve as the new public library. The basement will serve as the children's and teens' library. It will provide an open floor plan for book storage, a 1800 square foot storytime room, study rooms available for the public, and an open stage area. In addition, the basement will house a media room that the City's marketing team will use to create and edit videos. The first floor of the Downtown Center will house the adult library and a 1,700-square-foot community meeting room. Development Services, Engineering, Information Technology, and Utility Billing will be on the 2nd floor. The 3rd floor will house the City Manager's offices, City Secretary, Finance, Human Resources, Marketing, Purchasing, and Strategic Services. An additional 3,000-

square-foot public meeting space will be housed on the 4th-floor rooftop. The employee dining room will also be located on the 4th floor. This 1,300-square-foot area will be available on the weekends to be reserved by the public. The rooftop also hosts a 2,100-square-foot outdoor programming area.

In September 2024, the Celina City Council approved GMP #1 for the parking garage for $19,303,385.00. On January 9, 2025, the City Council authorized GMP #2 to construct the building in an amount not to exceed $59,050,752.00. In April 2025, the City Council approved GMP #3 for $947,783.00 to construct Arizona Drive from Walnut Street to Pecan Street.

The staff are finalizing the design plans for the Downtown Center and need direction from the council to finalize the design.

**Legal Review:**
NA

**Supporting Documents:**
1. council 05.13.25 - Downtown Incubator

**Financial Consideration:**
NA

**Staff Recommendation:**
NA

# DOWNTOWN CENTER UPDATE

May 13,2025

Kimberly Brawner, PE
Anthony Satarino, AICP

SWINERTON

CAT
KELLER

# Current GMP

| Purpose | Cost |
|---|---|
| Design | $7,901,838 |
| GMP - Precon fee | $75,000 |
| GMP 1 - Parking Garage | $19.3 M |
| GMP 2 – Building | $59.1 M |
| GMP 3 – Arizona | $948k |
| Misc | $9.7 M |
| TOTAL | $96.0 M |

# Library Collection Changes

# Original Assumptions

- Assumed collection size:  40,612

# Revised Calculations

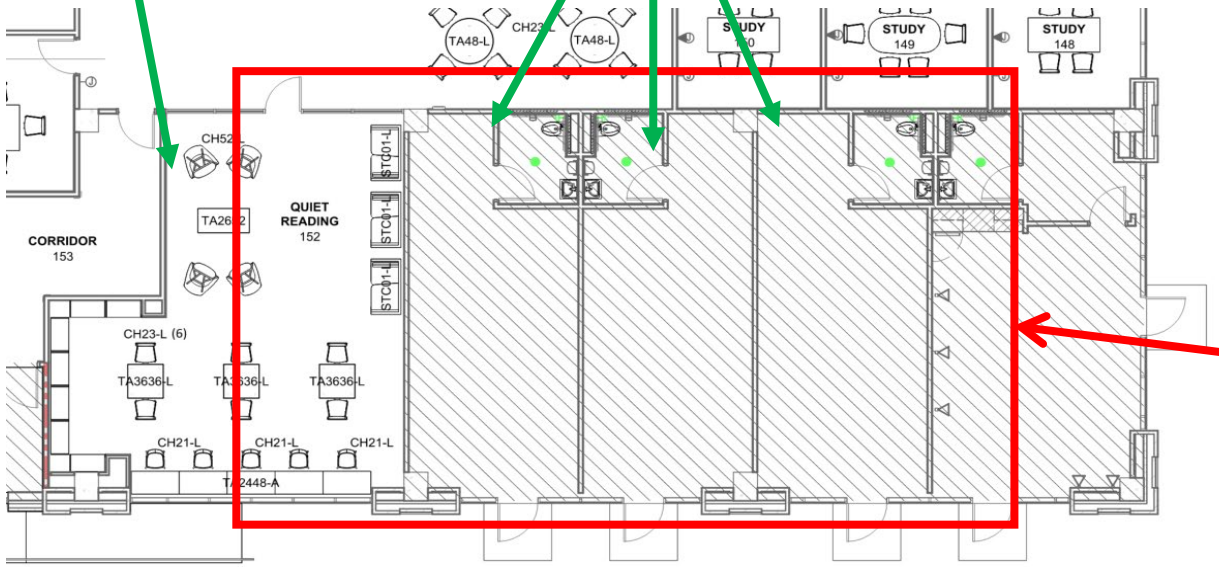
| Year | Service Area | digital (15%) | physical (85%) |
|---|---|---|---|
| 2025 | 65,506 | 19,652 | 55,680 |
| 2026 | 78,235 | 23,471 | 66,500 |
| 2027 | 91,243 | 27,373 | 77,557 |
| 2028 | 106,367 | 31,910 | 90,412 |
| 2029 | 118,899 | 35,670 | 101,064 |
| 2030 | 131,170 | 39,351 | 111,495 |

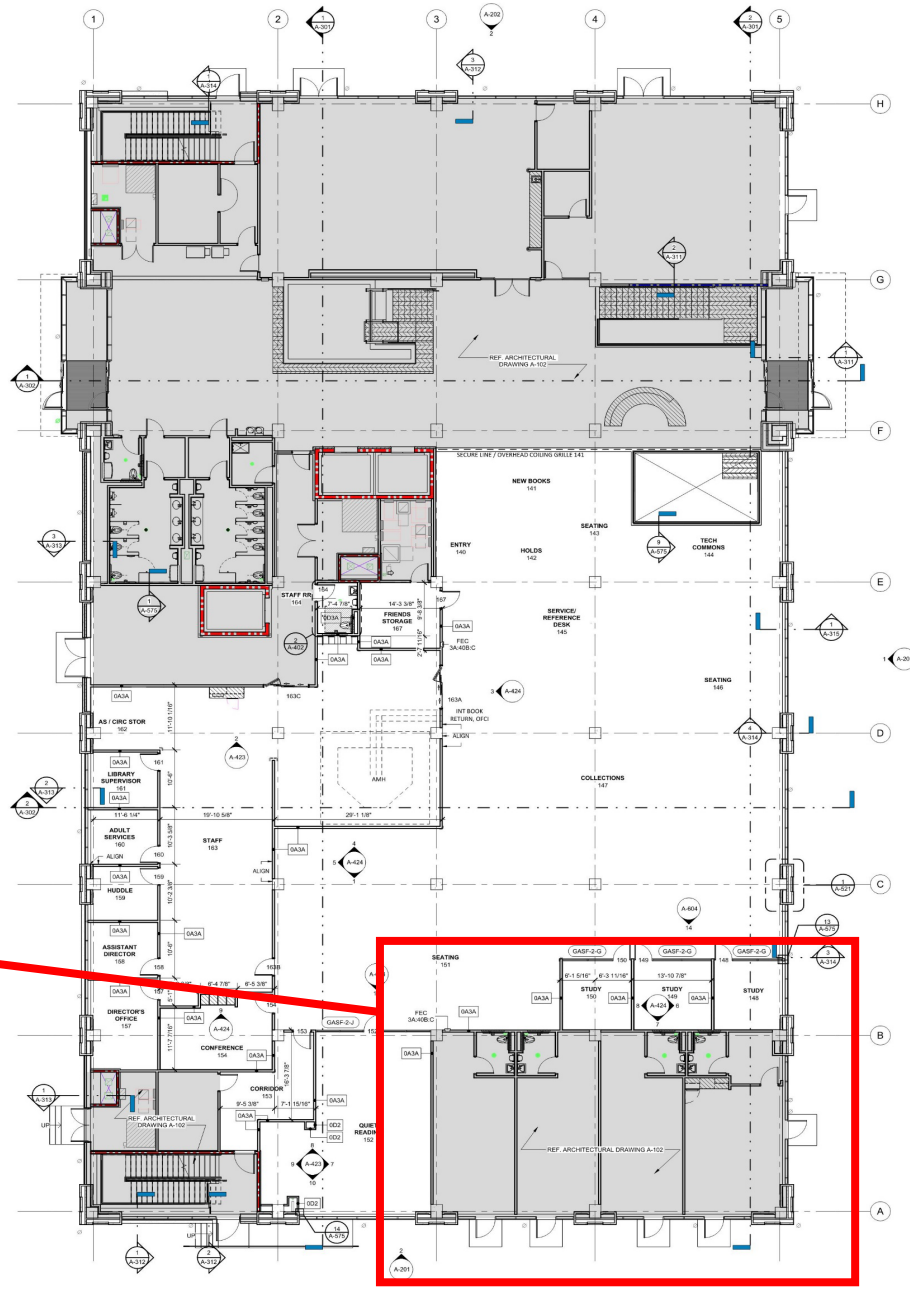
- Meets accreditation standards of 1 item per capita
- 85% physical and 15% digital
- Increased collection from 40,612 to >100,000

# Current Configuration
# Library/incubator space

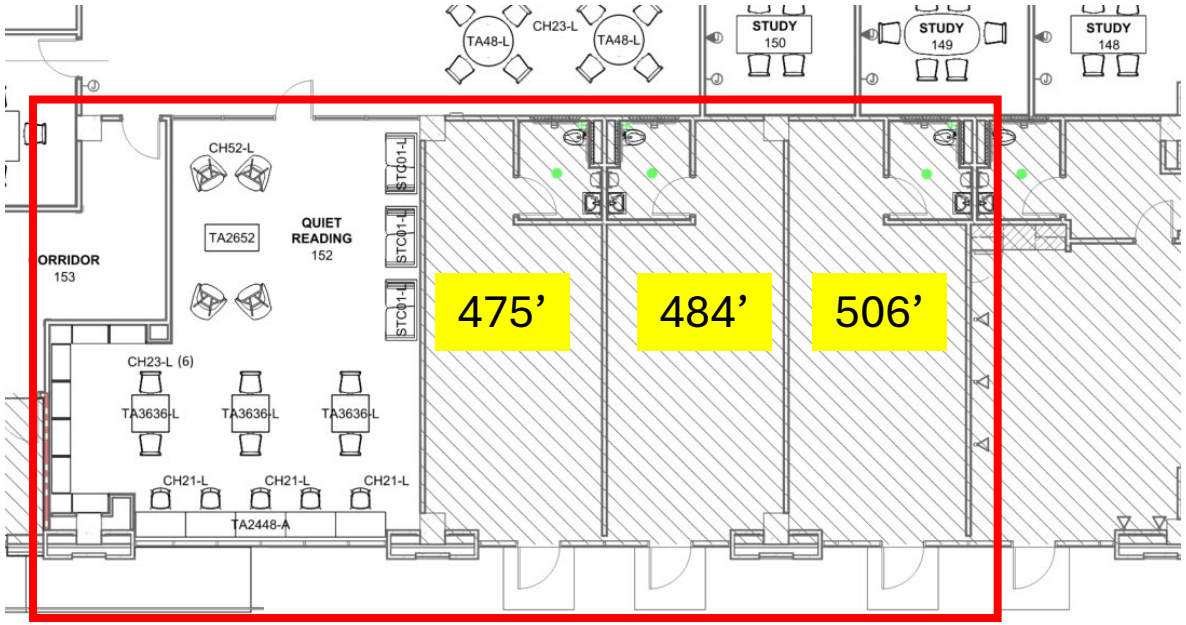
Reading Room

Incubator



# Proposed Configuration Library/incubator space



# Vision and Purpose

- Celebrate Celina's identity through branded merchandise and storytelling.
- Support Local Businesses with micro-booth opportunities for vendors and makers.
  - Celina's first retail incubation space
  - The "right" step from Friday Night Market space
  - A strong tie-in to the Local Business Support Program
- Serve Downtown visitors by acting as an info center for downtown attractions and events.
- Activate public space through flexible placemaking and interactive elements.

# Project Components

**Retail & Merchandise Area**
Celina-branded Apparel and Gifts
Custom items tied to seasons, event and local stories

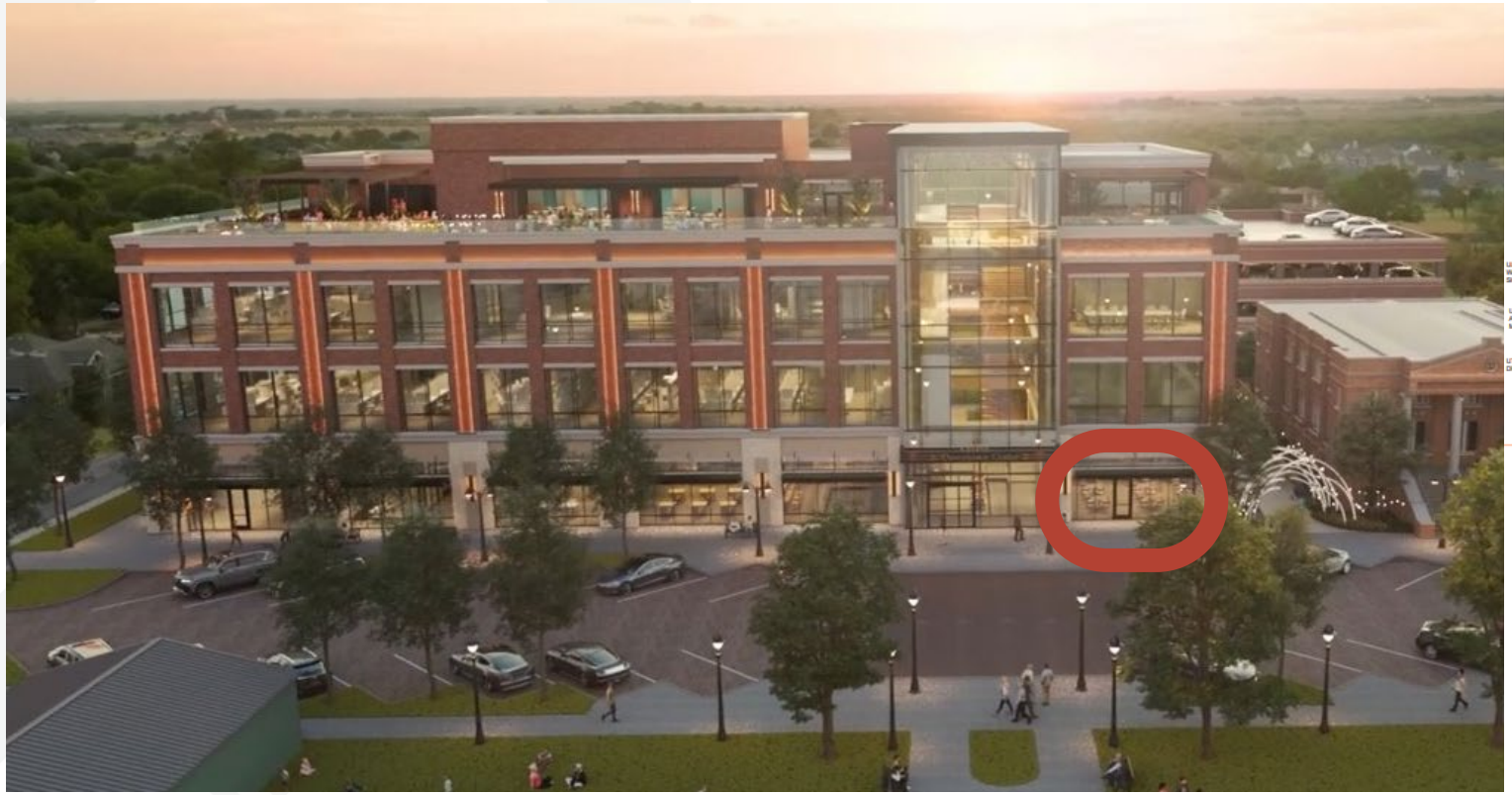
**Vendor Booths**
Rotating small-format for local businesses
Low-cost opportunities to pilot products or test market

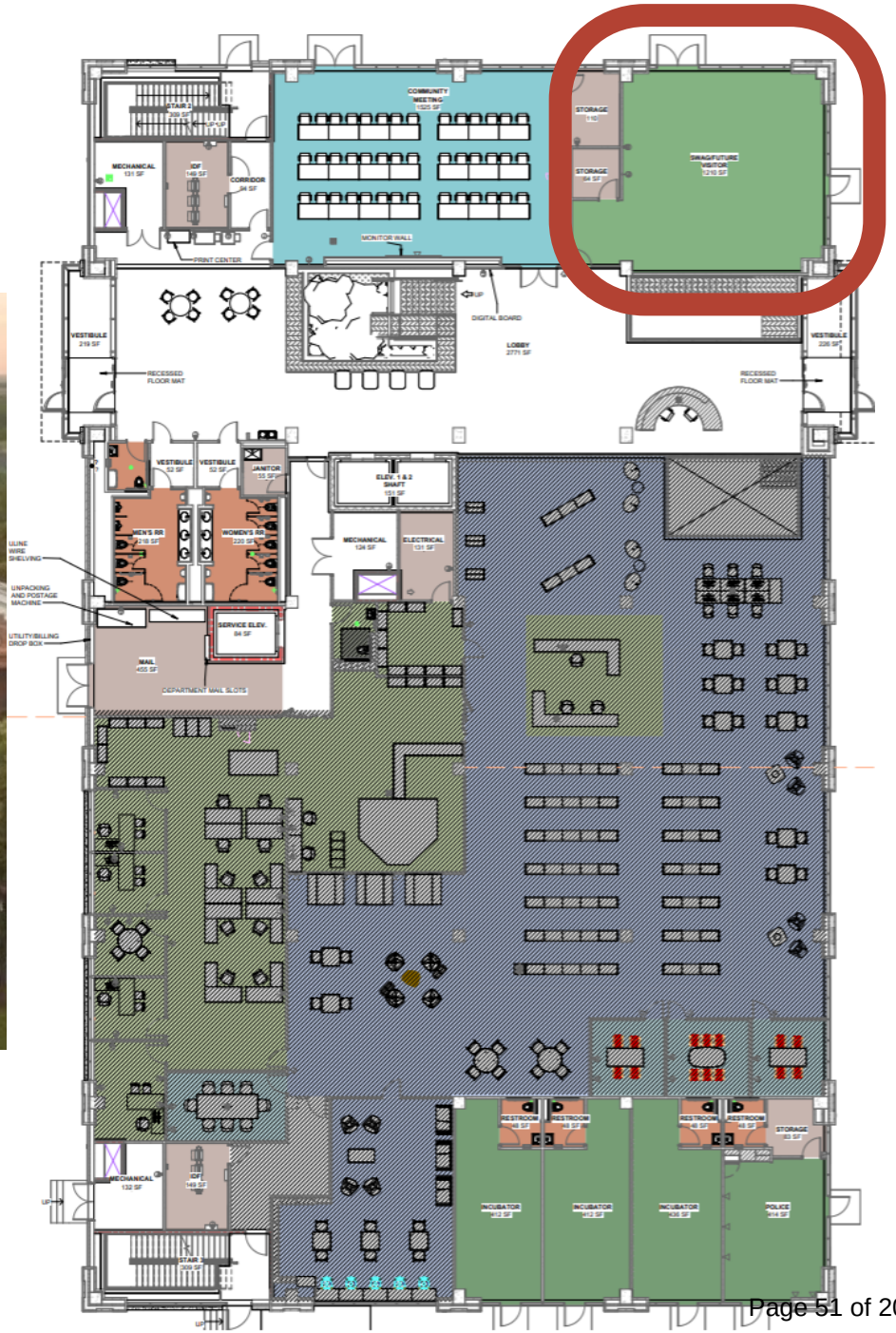
**Interactive Art Installation**
Immersive, rotating or seasonal artwork
Creative placemaking

**Downtown Information Hub**
Maps, borchures, QR codes about Downtown attractions
Info on upcoming events, dining, experiecnes

**Transformative event space**
Themed to events
Event-specific merchandise

# Location and Design





# Design Concept

# Operations Plan

- **Daily Operations -** Open during business hours with extended event hours
- **Staffing Support -** Managed by EDC with City participation
- **Vendor Rotation -** Monthly or seasonal slots

# Marketing and Engagement

- Grand opening campaign
- Social media and influencer activations
- Partner promotions with downtown businesses
- Event-based pop-up promotions and merchandise tie-ins

# Direction

- Does council support the removal of the incubator space and increasing the library size?

or

- Does council want to maintain incubator space?

# 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)~~
- ~~April 2025 – Arizona Drive construction GMP~~
- Oct 2025 – Garage complete
- Dec 2025 – Furniture Procurement
- Nov 2026 – Government Center complete

Life Connected.

**CITY COUNCIL REGULAR MEETING**
**CELINA COUNCIL CHAMBERS**
**112 N. COLORADO ST.**
**TUESDAY, APRIL 8, 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 Karla Scheve led the 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.)*

Mayor Tubbs recessed the meeting at 5:04 PM.

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.*

Mayor Tubbs reconvened the meeting at 6:25 PM.

## 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.

Bob Willard spoke regarding Old Celina Cemetery.
Ghentry Pace, Jimmy Harrison, and Beverly Hays spoke regarding the Public Censure.
Cheri Stanwix spoke regarding small business enhancements.

## 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.*

Mayor Tubbs removed item T. from the Consent Agenda for individual consideration.

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

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)

**RESOLUTION NO. 2025-23R**

**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.**

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)

**RESOLUTION NO. 2025-24R**

**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.**

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)

**RESOLUTION NO. 2025-25R**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING THE SCHOOL CHAMPIONSHIP RECOGNITION POLICY.**

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)

**ORDINANCE NO 2025-16**

**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.**

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)

Upon a motion by Deputy Mayor Pro Tem Koehne and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve a Partnership Agreement for three years with Run Celina, LLC for a Downtown event. The motion carried 6-0.

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)

**RESOLUTION NO. 2025-26R**

**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**

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)

**RESOLUTION NO. 2025-27R**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPOINTING KIMBERLY BRAWNER TO THE UPPER TRINITY REGIONAL WATER DISTRICT; AND PROVIDING AN EFFECTIVE DATE.**

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)

**RESOLUTION NO. 2025-28R**

**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.**

## 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)

Mayor Tubbs opened the public hearing at 7:47 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:47 PM.

Upon a motion by Council Member Ferguson and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-17. The motion carried 6-0.

**ORDINANCE NO. 2025-17**

**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.**

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)

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

Deputy Mayor Pro Tem Koehne left at 7:49 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted five (5) for and none (0) opposed to approve Ordinance No. 2025-18. The motion carried 5-0.

**ORDINANCE NO. 2025-18**
**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.**

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)

Council Member Koehne returned at 7:51 PM.

Mayor Tubbs opened the public hearing at 7:52 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:52 PM.

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Cawlfield, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-19. The motion carried 6-0.

**ORDINANCE NO. 2025-19**
**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.**

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)

Mayor Tubbs opened the public hearing at 7:52 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 7:53 PM.

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-20. The motion carried 6-0.

**ORDINANCE NO. 2025-20**
**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.**

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)

Mayor Tubbs opened the public hearing at 7:59 PM.
With no one wishing to speak, Mayor Tubbs closed the public hearing at 8:00 PM.

Upon a motion by Council Member Grumbles and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Ordinance No. 2025-21. The motion carried 6-0.

**ORDINANCE NO. 2025-21**

**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.**

## 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)

Upon a motion by Council Member Ferguson and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve a work authorization for design services from Garver, LLC for the design of two wells. The motion carried 6-0.

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)

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve awarding bid 2025-030 for the construction and installation of concrete paving at the Public Works facility to Hawk Builders, LLC. The motion carried 6-0.

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)

Upon a motion by Mayor Pro Tem Hopkins and a second by Council Member Wigginton, the Council voted six (6) for and none (0) opposed to approve a work

authorization for design services from Kimley-Horn for the design of an elevated storage tank within the low pressure plan of the City's water system. The motion carried 6-0.

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)

Upon a motion by Council Member Ferguson and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve a reimbursement agreement by and between the City of Celina and M/I Homes of DFW, LLC. The motion carried 6-0.

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)

Upon a motion by Council Member Wigginton and a second by Council Member Ferguson, the Council voted six (6) for and none (0) opposed to approve the purchase of Pierce Mid-mount Platform Truck from Siddons Martin Emergency Group. The motion carried 6-0.

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)

Upon a motion by Mayor Pro Tem Hopkins and a second by Deputy Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2025-29R. The motion carried 6-0.

**RESOLUTION NO. 2025-29R**

**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.**

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)

Upon a motion by Council Member Wigginton and a second by Mayor Pro Tem Hopkins, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2025-30R. The motion carried 6-0.

**RESOLUTION NO. 2025-30R**

**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**

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)

Upon a motion by Council Member Wigginton and a second by Deputy Mayor Pro Tem Koehne, the Council voted six (6) for and none (0) opposed to approve Resolution No. 2025-31R. The motion carried 6-0.

**RESOLUTION NO. 2025-31R**

**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.**

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

Upon a motion by Mayor Pro Tem Hopkins and a second by Deputy Mayor Pro Tem Koehne to approve an order of public censure for City Council Place 1, Council Members Hopkins, Koehne and Cawlfield voted in favor, Council Member Ferguson voted in opposition, and Council Members Grumbles and Wigginton both abstained from voting. Abstentions count as a vote in opposition to the motion pursuant to the City Charter, therefore the motion failed with three (3) for and three (3) opposed.

**X. ADJOURNMENT:**

Mayor Tubbs adjourned the meeting at 8:59 PM.

_____

Ryan Tubbs, Mayor

_____ _____

Jeovanna Rubio, Assistant City Secretary Date

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**Engineering**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Andy Glasgow, Director of Engineering |
| CC: | Kimberly Brawner, Assistant City Manager |
| Intiated by: | Drew Jenks |
| Date: | May 13, 2025 |
| Re: | Doe Branch Cost Share Agreement (DNT to CR 50) |

**Action Requested:**
Consider and act to authorize a cost share agreement with LG Celina LF Way, LLC for the construction of Eastbound of Doe Branch Boulevard between Dallas North Tollway and County Road 50 in the amount not to exceed $996,715.14 (Glasgow)

**Background Information:**
LG Celina LF Way, LLC is developing the northwest corner of the intersection of Dallas Parkway and Doe Branch Boulevard/Light Farms Boulevard. The developer is required to build the westbound lanes of Doe Branch Boulevard from Dallas Parkway to CR 50 as part of the project development. The City has requested that the developer assist in constructing the eastbound lanes of Doe Branch Blvd from CR 50 to Dallas Parkway, simultaneously with their development. With the impending construction of the Dallas Tollway, the intersection of Dallas Parkway and Light Farms Boulevard/Doe Branch Boulevard should be completed for traffic safety and efficient operation of the intersection. The proposed agreement will facilitate the cost-sharing of the requested improvements. It covers the design and construction of approximately 485 linear feet of paving and drainage improvements for the eastbound lanes of Doe Branch Blvd and drainage improvements for CR 50.

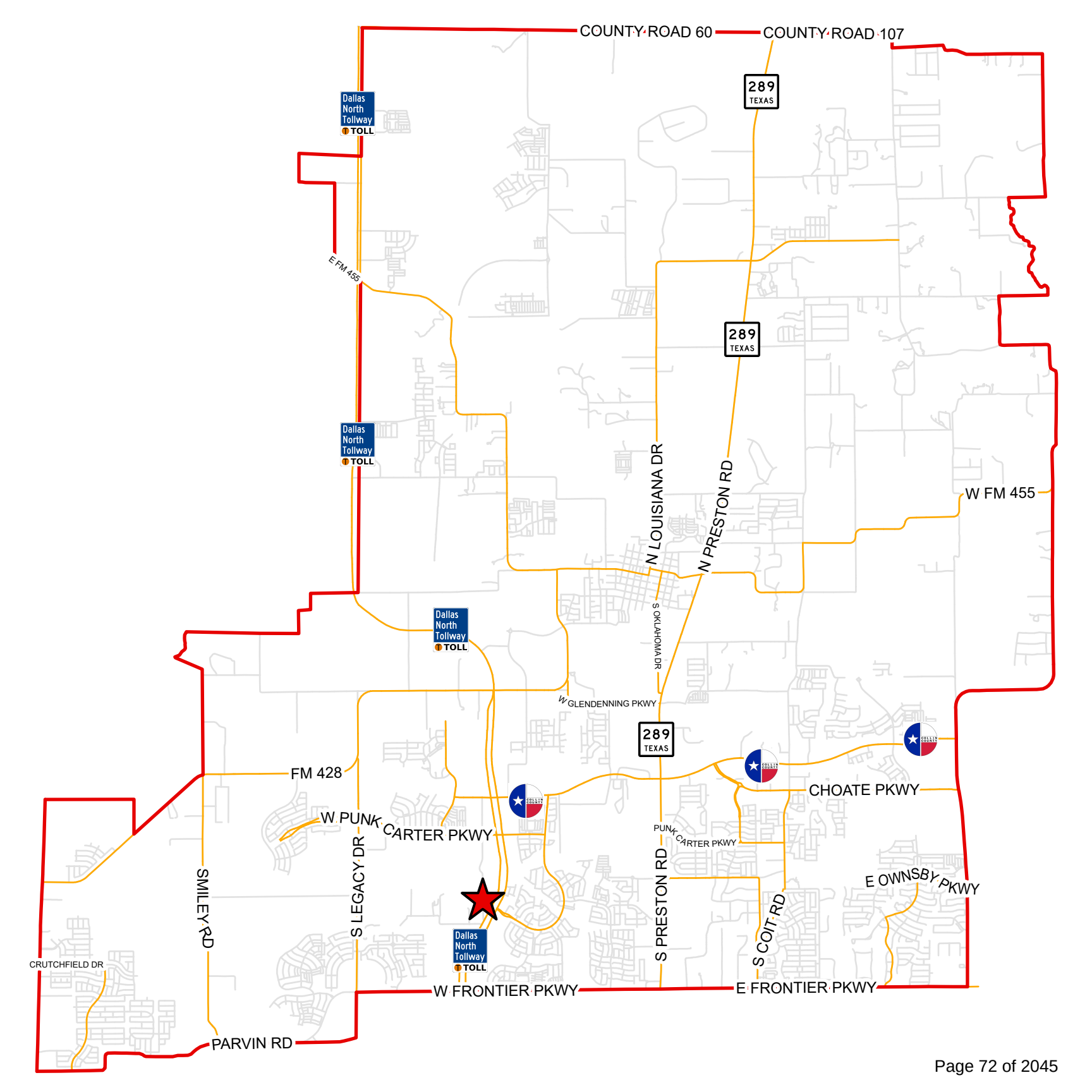
**Legal Review:**
Legal has reviewed and approved the attached agreement.

**Supporting Documents:**
1. Location Map
2. VII.C. Doe Branch Cost Share Agreement Presentation

3. Cost Sharing Agreement_LG Celina LF Way LLC_ Doe Branch Blvd _ Final

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

**Staff Recommendation:**
Staff recommends approval of the agreement.


COUNTY ROAD 60
COUNTY ROAD 107
289 TEXAS
Dallas North Tollway TOLL
E FM 455
N LOUISIANA DR
N PRESTON RD
W FM 455
S OKLAHOMA DR
W GLENDENNING PKWY
FM 428
CHOATE PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
S LEGACY DR
SMILEY RD
S PRESTON RD
S COIT RD
E OWNSBY PKWY
CRUTCHFIELD DR
W FRONTIER PKWY
E FRONTIER PKWY
PARVIN RD

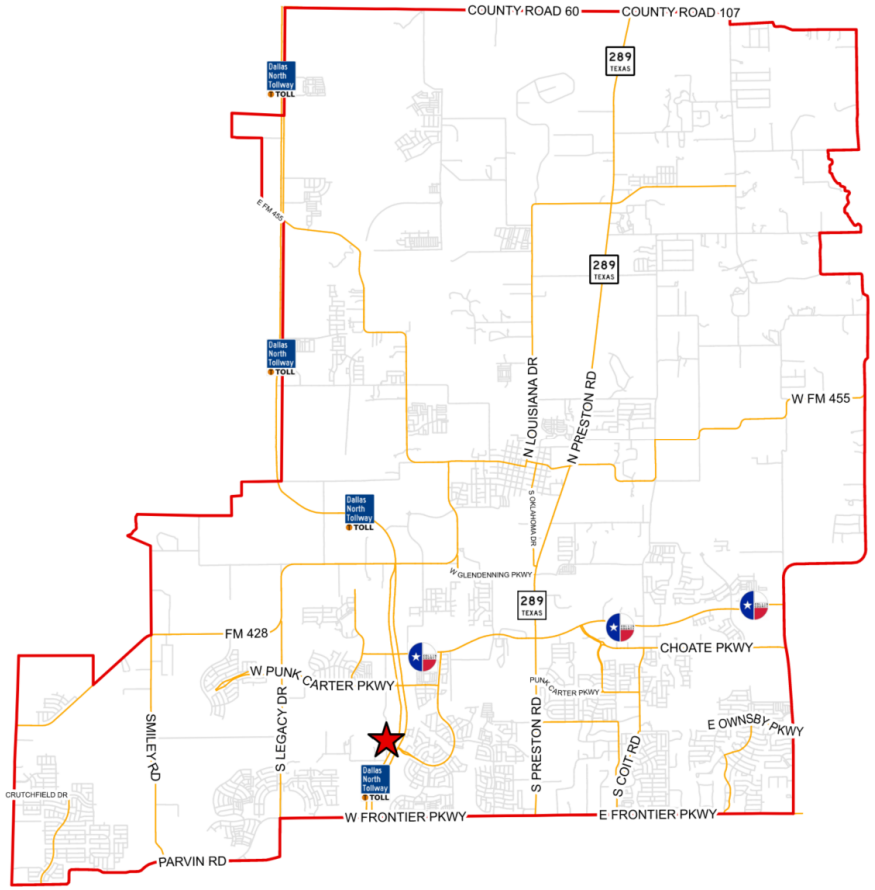
# COST SHARING AGREEMENT WITH LG CELINA LF WAY DEVELOPMENT

THE CONSTRUCTION OF EASTBOUND OF DOE BRANCH BLVD FROM DNT TO CR 50

May 13, 2025

Andy Glasgow, PE, PMP,CFM

# LOCATION MAP



# FACTS

A. The City has requested the LG Celina LF Way development construct the eastbound lanes of Doe Branch Blvd from DNT to CR 50 as part of their development. The additional construction will allow the intersection of DNT/Light Farms to operate as a standard intersection with the completion of the DNT. The construction includes drainage improvement to the CR 50 and Doe Branch Blvd. The cost for the construction $839,340.00.

B. The agreements includes engineering services to design the paving and drainage improvement for eastbound Doe Branch as well as the design of drainage improvement for CR 50. The cost for the design is $157,375.14.

C. The total cost for all improvements is $996,715.14.

**EXHIBIT H**

**PROPORTIONATE SHARE OF DEVELOPMENT COSTS FOR THE DEVELOPER INFRASTRUCTURE**

**WESTBOUND ROADWAY IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

**EASTBOUND ROADWAY IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 0% |
| **City's Share** | 100% |

**STORM SEWER IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 0% |
| **City's Share** | 100% |

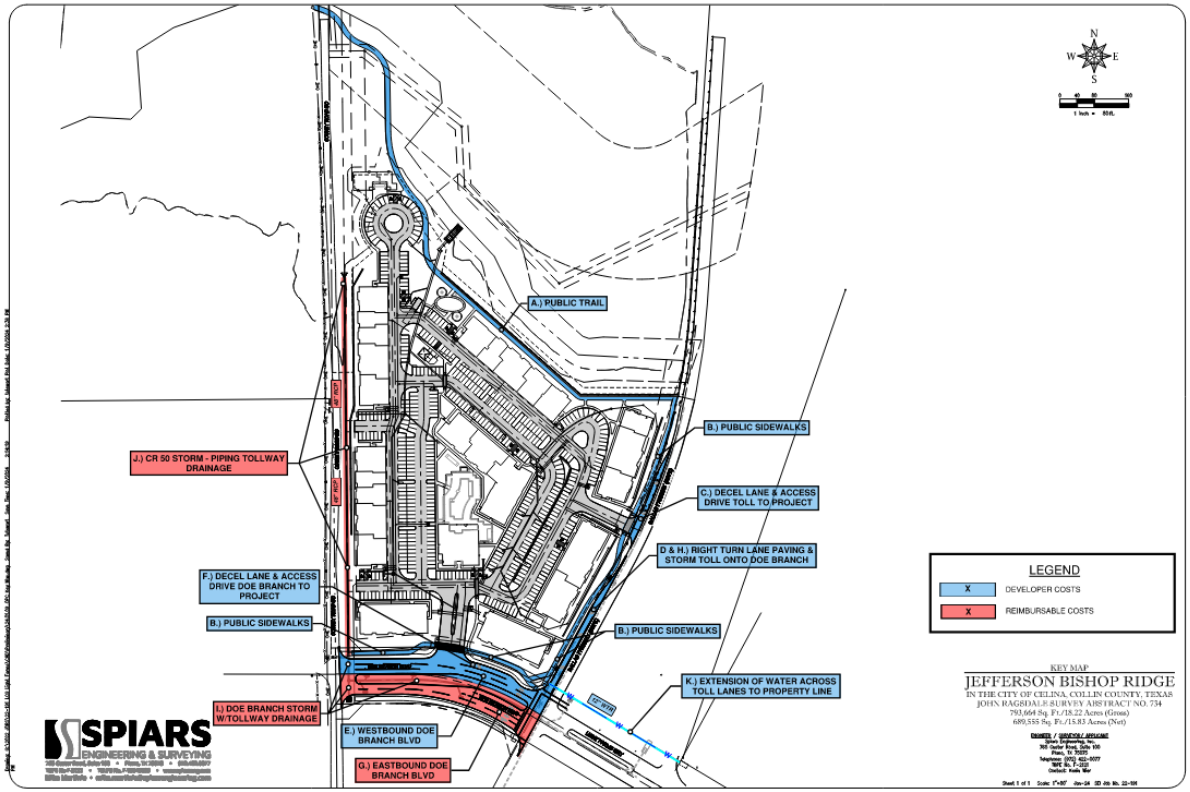
**OFF-SITE WATER LINE**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

**TOLLWAY FRONTAGE IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

# IMPROVEMENTS EXHIBIT



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**COST SHARING AND DEVELOPMENT AGREEMENT**

THIS COST SHARING AND DEVELOPMENT AGREEMENT (this "AGREEMENT"), is made and entered into effective as of this the _____ day of _____, 2025 (the "EFFECTIVE DATE"), by and between the City of Celina, Texas, a Texas home-rule municipality (the "CITY") and LG CELINA LF WAY, LLC, a Texas limited liability company (its successors and assigns, "DEVELOPER") (each a "PARTY" and collectively referred to herein as the "PARTIES").

**WHEREAS**, DEVELOPER proposes to develop a multifamily development and related infrastructure and improvements (the "PROJECT") on certain real property encompassing approximately 18.22 acres in the CITY generally located at the northwestern quadrant of the Dallas North Tollway and Future Doe Branch Boulevard, as more particularly described in **Exhibit A** attached hereto and incorporated herein by reference (the "PROPERTY"); and

**WHEREAS**, the PROPERTY is subject to the 2007 DEVELOPMENT AGREEMENT (defined herein) currently in effect as of the EFFECTIVE DATE and is part of the "West Commercial Property" as defined in the 2007 DEVELOPMENT AGREEMENT;

**WHEREAS**, the PARTIES propose to share in the costs of designing and constructing certain infrastructure improvements for the PROJECT; and

**WHEREAS**, the PARTIES wish to address various development issues related to the PROJECT, including without limitation, the DEVELOPER'S completion of certain improvements described herein, the CITY'S reimbursement related thereto and the manner in which the PARTIES will share in the costs of such improvements, all as more specifically described herein; and

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

**I.**

Wherever used in this AGREEMENT, the following terms shall have the meanings ascribed to them:

"2007 DEVELOPMENT AGREEMENT" means that certain Amended and Restated Development Agreement by and among the CITY, Forestar/RPG Land Company, LLC, Lucas Celina 209, Ltd., and Central Frisco, Ltd. approved by the City of Celina City Council on March 12, 2007, dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071101001489980, as amended by that certain Addendum to Amended and Restated Development Agreement approved by the City Council on May 14, 2007 and dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 200711010011489990; that certain First Amendment to Amended and Restated Development Agreement approved by the City Council on August 13, 2007, dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20071114001544520; that certain Second Amendment to Amended and Restated Development Agreement approved by the City Council on December 14, 2009, dated effective as of March 12, 2007 and filed in the deed records of Collin County, Texas as Instrument No. 20100105000007540; that certain Third Amendment to Amended and Restated Development Agreement dated effective as of, May 9, 2011 and filed in the deed records of Collin County, Texas as Instrument No. 20120423000464760; that certain Fourth Amendment to Amended and Restated Development Agreement approved by the City Council on October 8, 2012, dated effective as of October 12, 2012 and filed in the deed records of Collin County, Texas as Instrument No. 20121114001454530; that certain Fifth Amendment to Amended and

Restated Development Agreement approved by the City Council on May 13, 2014 and filed in the deed records of Collin County, Texas as Instrument No. 20140711000715400; that certain Memorandum of Amendment to Development Agreement executed September 16, 2014 and filed in the deed records of Collin County, Texas as Instrument No. 20140916001001050; that certain Sixth Amendment to Amended and Restated Development Agreement approved by the City Council on September 8, 2015 and filed in the deed records of Collin County, Texas as Instrument No. 20151022001338070; that certain Seventh Amendment to Amended and Restated Development Agreement approved by the City Council on November 10, 2015 and filed in the deed records of Collin County, Texas as Instrument No. 20151228001609150; that certain Eighth Amendment to Amended and Restated Development Agreement approved by the City Council on January 19, 2016 and filed in the deed records of Collin County, Texas as Instrument No. 20160307000271300; that certain Ninth Amendment to Amended and Restated Development Agreement approved by the City Council on or about December 12, 2016 and filed in the deed records of Collin county, Texas as Instrument No. 20170112000053780; that certain Tenth Amendment to Amended and Restated Development Agreement effective as of August 26, 2020 and filed in the deed records of Collin County, Texas as Instrument No. 20200909001511990; and as may be amended in the future.

"DEVELOPER INFRASTRUCTURE" means the DOE BRANCH ROADWAY IMPROVEMENTS, the STORM SEWER IMPROVEMENTS, the TOLLWAY FRONTAGE IMPROVEMENTS, and the OFF-SITE WATER LINE.

"DEVELOPMENT COSTS" means any costs or fees actually paid for the design, installation, construction and completion of infrastructure improvements, as applicable, including without limitation the costs related to mobilization, traffic control measures, erosion control, excavation, utility location or relocation, sod placement, clearing and grading, engineering, design, surveying, demolition, paving and pavement markings, permitting and inspection fees, construction, materials, the cost of any payment, performance, or maintenance bonds, supplies, equipment, labor, testing, environmental remediation, irrigation, financing, insurance, the cost of obtaining any third-party easements or rights-of-way, and all costs related in any manner to the design, installation, construction and completion of infrastructure improvements.

"DOE BRANCH ROADWAY IMPROVEMENTS" means the WESTBOUND ROADWAY IMPROVEMENTS and the EASTBOUND ROADWAY IMPROVEMENTS.

"EASTBOUND ROADWAY IMPROVEMENTS" means half of the section of Doe Branch Boulevard (including the two Eastbound lanes) consisting of approximately 485 linear feet in the location generally depicted on **Exhibit B** attached hereto as "Eastbound Improvements", which includes excavation and paving of such roadway section. The EASTBOUND ROADWAY IMPROVEMENTS do not include any deceleration lane(s), access drives or sidewalk improvements.

"FORCE MAJEURE" means and includes events or circumstances that are not within the reasonable control of the PARTY whose performance is suspended, including without limitation any delay due to any of the following acts or events: (a) wars, terrorism, civil disturbances, riots, insurrections, civil unrest, vandalism and sabotage; (b) transportation disasters, whether by sea, rail, air or land; (c) strikes, lockouts, work stoppage or slowdown or other labor disputes or material shortages; (d) actions or omissions of a governmental authority that were not voluntarily induced or promoted by the affected PARTY, or brought about by the breach of its obligations under this AGREEMENT or any applicable law or failure to comply with City ordinances, codes, rules, policies and/or regulations; (e) adverse weather conditions, including rain of unusual duration or volume, hurricanes, lightning, tornadoes, earthquakes, floods or acts of God; (f) epidemics or pandemics or any governmental orders, actions, shut-downs, mandates, restrictions or

quarantines, or any quasi-governmental orders, actions, shut-downs, mandates, restrictions or quarantines resulting from any epidemics or pandemics, and any public health emergencies, whether declared by local, state or federal governmental authorities or agencies; (g) labor shortages or moratoriums; (h) fire or other material casualty; (i) mechanical failure of equipment; (j) utility delays or interruptions; (k) any emergency event that threatens imminent harm to property or injury to persons; (l) any other causes of any kind whatsoever, whether similar to those enumerated or not, which are beyond the reasonable control of such PARTY in the performance of its obligations hereunder; provided, however, in all cases, only to the extent that the PARTY claiming force majeure (1) did not cause such force majeure condition, (2) could not have avoided such force majeure condition by the exercise of commercially reasonable due diligence, and (3) throughout the pendency of such force majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such force majeure condition. Notwithstanding the foregoing, under no circumstances shall force majeure include any of the following events: (a) changes in market condition; (b) any strike or labor dispute involving the employees of the DEVELOPER or an affiliate of DEVELOPER, other than industry or nationwide strikes or labor disputes; (c) DEVELOPER's termination of an agreement with a supplier or contractor for a reason other than such supplier or contractor's breach of such agreement; (d) a supplier or contractor terminates an agreement with DEVELOPER due to DEVELOPER's breach of such agreement; or (e) the occurrence of any manpower, material or equipment shortages, other than industry or nationwide shortages. See Section XIII for provisions related to FORCE MAJEURE.

"OFF-SITE WATER LINE" has the meaning ascribed to that term in Section II.C.

"PROJECT" has the meaning ascribed to that term in the Recitals.

"PROPERTY" has the meaning ascribed to that term in the Recitals.

"STORM SEWER IMPROVEMENTS" has the meaning ascribed to that term in Section II.B.

"TOLLWAY FRONTAGE IMPROVEMENTS" means roadway improvements to the Dallas North Tollway frontage road also referred to as Dallas Parkway, including excavation and paving associated therewith, a right turn lane onto Doe Branch Boulevard, an access drive into the PROPERTY, deceleration lane to access drive, associated storm drain improvements, and a sidewalk in the locations more particularly shown on **Exhibit E**.

"WESTBOUND ROADWAY IMPROVEMENTS" means half of the section of Doe Branch Boulevard (including the two Westbound lanes) consisting of approximately 485 linear feet (the length of which is congruent with the southern boundary of the PROPERTY) in the location generally depicted on **Exhibit B** attached hereto as "Westbound Improvements", which includes excavation and paving of such roadway section, a deceleration lane, an access drive and sidewalk improvements.

**II.**

A. As a condition to receipt of the ROAD REIMBURSEMENT (defined herein), subject to being provided any necessary rights-of-way or easements, the DEVELOPER will design and construct or cause the design and construction of the DOE BRANCH ROADWAY IMPROVEMENTS. The DOE BRANCH ROADWAY IMPROVEMENTS are included on the CITY'S Master Thoroughfare Plan. Subject to being provided any necessary rights-of-way or easements, the DEVELOPER will also construct the TOLLWAY FRONTAGE IMPROVEMENTS. By way of clarification, the DOE BRANCH ROADWAY IMPROVEMENTS and the TOLLWAY

FRONTAGE IMPROVEMENTS do not include (and the CITY will not require the DEVELOPER to design or construct) any intersection improvements.

B. As a condition to receipt of the STORM SEWER REIMBURSEMENT (defined herein), subject to being provided any necessary rights-of-way or easements, the DEVELOPER will design and construct or cause the design and construction of the storm sewer both within Doe Branch Boulevard and along the western edge of the Property in the locations generally shown on **Exhibit C** (the "STORM SEWER IMPROVEMENTS") to funnel such drainage into the Doe Branch Creek basin.

C. Subject to being provided any necessary easements or approvals, Developer will design and construct or cause the design and construction of approximately 355' of 12" offsite water line in the location generally shown on **Exhibit D** (the "OFF-SITE WATER LINE"), which will connect the PROPERTY to the CITY's water system. The sizing of the OFF-SITE WATER LINE as described herein is in accordance with the CITY's Master Water Plan.

D. Subject to being provided any necessary easements or approvals, DEVELOPER will complete or cause the completion of the DEVELOPER INFRASTRUCURE prior to issuance of a final certificate of occupancy for the first multifamily building constructed on the PROPERTY. The PARTIES anticipate that the DEVELOPER INFRASTRUCTURE will be constructed substantially concurrent with construction of multifamily buildings on the PROPERTY. DEVELOPER may construct, complete and dedicate the DEVELOPER INFRASTRUCTURE in phases, in its discretion. For the avoidance of doubt, completion of the DEVELOPER INFRASTRUCTURE will not be a condition to plat recording or approval or the approval or issuance of plans or permits needed to begin construction on the PROPERTY. Except for the DEVELOPER INFRASTRUCTURE, no off-site infrastructure or improvements are required for the development of the PROPERTY or the PROJECT and DEVELOPER shall not be required to construct or fund any off-site roadway, water, wastewater, or drainage facilities or improvements for development of the PROPERTY or the PROJECT except for the DEVELOPER INFRASTRUCTURE.

E. Subject to the DEVELOPER's completion of construction of the applicable portion of the DEVELOPER INFRASTRUCTURE, the CITY will be the retail provider for water and sanitary sewer service to the PROPERTY for the PROJECT. Per the 2007 DEVELOPMENT AGREEMENT, (i) water impact fees and sanitary sewer impact fees are as detailed on **Exhibit F**, and (ii) no roadway impact fees apply or will be imposed for the development of the PROPERTY.

F. As part of the final plat for the PROPERTY, DEVELOPER will dedicate, at no cost to CITY, a 15' wide public trail easement along Doe Branch Creek approximately 1500' in length as generally shown on **Exhibit G**. DEVELOPER will construct a concrete trail 12 feet in width for public use and enjoyment within the trail easement. Section 2.6 of the 2007 DEVELOPMENT AGREEMENT limits park fees to the RPG Property; therefore, no park fees apply or are imposed for the West Commercial Property and no park fee is or will be due for the development of the PROPERTY.

G. The DEVELOPER will donate the portion of the right-of-way for the WESTBOUND ROADWAY IMPROVEMENTS that falls within the boundaries of the PROPERTY at no cost to the CITY, which dedication will be approximately 120 feet in width. DEVELOPER will dedicate such right-of-way as part of the final plat for the PROPERTY.

**III.**

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 entered into by the DEVELOPER with a third party for the construction of the DEVELOPER INFRASTRUCTURE.

**IV.**

Upon completion of all or any segment, section, or portion of the DEVELOPER INFRASTRUCTURE and following passage of a CITY inspection of the DEVELOPER INFRASTRUCTURE, the CITY will accept the DEVELOPER INFRASTRUCTURE (or portion thereof) and the DEVELOPER INFRASTRUCTURE (or portion thereof) will become the property of the CITY and subject to its jurisdiction and control. From and after completion of any of the DEVELOPER INFRASTRUCTURE, the CITY will be responsible for the operation and maintenance of the DEVELOPER INFRASTRUCTURE.

**V.**

The PARTIES agree to contribute their proportionate share of the DEVELOPMENT COSTS for the DEVELOPER INFRASTRUCTURE, shown on **Exhibit H**, attached hereto and incorporated herein. The CITY agrees to reimburse DEVELOPER for one-hundred percent (100%) of the DEVELOPMENT COSTS for the EASTBOUND ROADWAY IMPROVEMENTS (the "ROAD REIMBURSEMENT"). The CITY agrees to reimburse DEVELOPER for one-hundred percent (100%) of the DEVELOPMENT COSTS for the STORM SEWER IMPROVEMENTS (the "STORM SEWER REIMBURSEMENT"). DEVELOPER is responsible for all DEVELOPMENT COSTS for the OFF-SITE WATER LINE, the WESTBOUND ROADWAY IMPROVEMENTS and the TOLLWAY FRONTAGE IMPROVEMENTS. An estimate of the total costs for the DEVELOPER INFRASTRUCTURE and showing the proportionate share between the PARTIES is included with **Exhibit I** for informational purposes. Should the DEVELOPMENT COSTS differ from the amounts provided in **Exhibit I**, each PARTY's share of the DEVELOPMENT COSTS shall increase or decrease in the proportionate shares as shown on **Exhibit H**. The PARTIES acknowledge that the division of the portion of the DEVELOPMENT COSTS for construction staking, construction administration, construction materials testing, and CITY inspection and review fees for the DEVELOPER INFRASTRUCTURE may be allocated proportionately corresponding to the percentage of hard costs each PARTY is responsible for with regard to the DEVELOPER INFRASTRUCTURE. **Exhibit I** shows an acceptable example of how the aforementioned costs for the DEVELOPER INFRASTRUCTURE may be divided between the PARTIES.

Upon completion of the DEVELOPER INFRASTRUCTURE (or any segment, section, or portion thereof), DEVELOPER will furnish the CITY a request for the ROAD REIMBURSEMENT and/or STORM SEWER REIMBURSEMENT (or portion thereof) along with a certified itemized list of quantities, materials and any related DEVELOPMENT COSTS ("REIMBURSEMENT REQUEST"). Such REIMBURSEMENT REQUEST(S), after audit and approval by the CITY as detailed herein (which approval will not be unreasonably withheld, conditioned or delayed), will determine the actual total DEVELOPMENT COSTS. The ROAD REIMBURSEMENT and STORM SEWER REIMBURSEMENT shall be paid to DEVELOPER within thirty (30) days after the CITY's receipt of a REIMBURSEMENT REQUEST. The CITY shall approve (which shall not be unreasonably withheld, conditioned, or delayed), partially approve, or disapprove a REIMBURSEMENT REQUEST within such thirty (30) day period and if the CITY disapproves all or any portion of such a request, the CITY must include a detailed written explanation as to why the request (or portion thereof) was not approved. If the CITY does not approve, partially approve or disapprove of a REIMBURSEMENT REQUEST within such thirty (30) day period,

such REIMBURSEMENT REQUEST shall be deemed approved. If the DEVELOPMENT COSTS in a REIMBURSEMENT REQUEST are approved only in part, the CITY shall process the approval of such partial work for payment in the manner provided herein.

**VI.**

The DEVELOPER agrees to provide any necessary easements for the DEVELOPER INFRASTRUCTURE wherever the DEVELOPER INFRASTRUCTURE crosses and is within the boundaries of the PROPERTY. The CITY agrees to obtain and provide, at its cost, any necessary easements or rights needed for the construction and installation of the EASTBOUND ROADWAY IMPROVEMENTS. Further, the CITY grants the DEVELOPER permission to construct the DEVELOPER INFRASTRUCTURE wherever the DEVELOPER INFRASTRUCTURE crosses or parallels any public utility easement, street or property owned or controlled by the CITY and agrees to execute any further documents required to evidence such permission, in form and substance mutually agreed upon by the PARTIES. Except for any easements or rights the CITY has agreed to provide pursuant to the terms hereof, DEVELOPER agrees to use commercially reasonable efforts to obtain any needed third-party easements or rights-of-way for the WESTBOUND ROADWAY IMPROVEMENTS, the STORM SEWER IMPROVEMENTS, the OFF-SITE WATER LINE and the TOLLWAY FRONTAGE IMPROVEMENTS; however, if DEVELOPER is unable to obtain any such needed third-party easements or rights-of-way, then DEVELOPER will provide the CITY notice and the CITY will obtain any such needed easements or rights-of-way either by its power of eminent domain or other means. The CITY will assist DEVELOPER in obtaining any necessary permits from NTTA for the DEVELOPER INFRASTRUCTURE, including without limitation a permit for construction of the OFF-SITE WATER LINE. For the avoidance of doubt, in no event will acquisition of any off-site rights-of-way or easements be a condition to any approval needed for development of the PROPERTY, including without limitation plat approval, approval of engineering or construction plans, and/or approval of any permits.

**VII.**

The DEVELOPER INFRASTRUCTURE shall be designed and installed in accordance with CITY ordinances, standards, and specifications, subject to and in accordance with the timeframe set forth in Section II.D herein. Upon completion and acceptance of the DEVELOPER INFRASTRUCTURE, the DEVELOPER INFRASTRUCTURE 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. If, for any reason, the DEVELOPER INFRASTRUCTURE should be commenced but not completed, the CITY shall accept that portion having been constructed and such portion having been constructed shall become the property of the CITY and subject to maintenance, jurisdiction and control of the CITY.

**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. The PARTIES agree that in the event that a court determines all or a portion of this AGREEMENT is unenforceable, the DEVELOPER shall have the option to discontinue further work on the DEVELOPER INFRASTRUCTURE or portion thereof and if the DEVELOPER INFRASTRUCTURE 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 any DEVELOPER INFRASTRUCTURE which may have been constructed shall become the property of the CITY for all purposes and DEVELOPER shall, to the extent it is lawful, be reimbursed as provided herein for any completed and accepted segment, section,

or portion of the DEVELOPER INFRASTRUCTURE. Should DEVELOPER continue work after such court decision, DEVELOPER does so at its own risk, cost and expense unless the PARTIES agree otherwise in writing.

**IX.**

INDEMNIFICATION AND HOLD HARMLESS.

**(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER FOR THE DESIGN OR CONSTRUCTION OF ANY OF THE DEVELOPER INFRASTRUCTURE; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE DEVELOPER INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE DEVELOPER INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE DEVELOPER INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE DEVELOPER INFRASTRUCTURE (THE "CLAIMS"). DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE. 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 ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN TEN (10) BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES.**

(c) **THIS SECTION IX SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) **THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.**

**X.**

This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and 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. This AGREEMENT shall be assignable, in whole or in part, to future owners of all or a portion of the PROPERTY, any affiliate or related entity of DEVELOPER, or any lien holder for all or a portion of the PROPERTY, without the prior written consent of the CITY but upon written notice to the CITY. Except as otherwise provided in this section, this Agreement shall not be assigned by DEVELOPER without the prior written consent of the City Manager, which consent shall not be unreasonably withheld or delayed if the assignee demonstrates financial ability to perform. An assignee shall be considered a "PARTY" for the purposes of this Agreement.

**XI.**

The undersigned officers and/or agents of the PARTIES hereto are the properly authorized officials and have the necessary authority to execute this AGREEMENT on behalf of the PARTIES hereto, and each PARTY hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect**.**

**XII.**

No PARTY shall be in default of the provisions under this AGREEMENT until written notice of the alleged failure of such PARTY to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such PARTY has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than sixty (60) calendar 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. In the event of an uncured default beyond any applicable notice and cure period, the PARTIES may seek all remedies available at law or in equity. Waiver by any PARTY or any breach of this AGREEMENT, or the failure of any PARTY to enforce any of the provisions of this AGREEMENT, at any time shall not in any way affect, limit or waive such PARTY's right thereafter to enforce and compel strict compliance of the AGREEMENT.

**XIII.**

In the event a PARTY is unable, due to FORCE MAJEURE, to perform its obligations under this AGREEMENT, then the obligations affected by FORCE MAJEURE shall be temporarily suspended and any corresponding deadlines shall be extended an amount of time equal to the time period such PARTY was delayed, with the exception of a payment obligation.

Within thirty (30) calendar days after the occurrence of a FORCE MAJEURE event, the PARTY claiming the right to temporarily suspend its performance shall give notice to the other PARTY, including a detailed explanation of the FORCE MAJEURE and a description of the action that the PARTY plans to take to attempt 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.

**XIV.**

This AGREEMENT embodies the entire agreement between the PARTIES with respect to the subject matter addressed herein and cannot be varied or terminated except as set forth in this AGREEMENT, or by written agreement of both PARTIES. This AGREEMENT is executed by the PARTIES hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged. In the event of a conflict between this AGREEMENT and the 2007 DEVELOPMENT AGREEMENT, the terms of this AGREEMENT shall control. In the event of a conflict between this AGREEMENT and any CITY ordinance, rule or regulation, the terms of this AGREEMENT shall control. This AGREEMENT was drafted equally by the PARTIES hereto. The language of all parts of this AGREEMENT shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any PARTY shall not apply. This AGREEMENT is for the sole and exclusive benefit of the PARTIES hereto and is not intended to and shall not confer any rights or benefits on any third party not a signatory hereto.

**XV.**

This AGREEMENT may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

**XVI.**

The City Council of the City, after conducting a duly-noticed public meeting, adopted Resolution No. _____ on _____ ____, 2025, effective immediately upon adoption, which resolution (i) confirmed the City Council's approval of this AGREEMENT and the City Council's finding that the provisions of this AGREEMENT are consistent with the CITY rules, ordinances and regulations and applicable law and (ii) authorized the execution of this AGREEMENT.

**XVII.**

This AGREEMENT and all obligations of the PARTIES hereto, shall be in effect from the EFFECTIVE DATE and shall terminate upon full performance of the terms of this AGREEMENT, unless otherwise terminated as provided herein. Upon written request by DEVELOPER to the CITY, the CITY will provide DEVELOPER with a certificate stating, as of the date of the certificate, (i) whether this AGREEMENT is in full force and effect and, if DEVELOPER is in breach of this AGREEMENT, the nature of the breach and the curative action required to cure the same; (ii) a statement as to whether this AGREEMENT has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this AGREEMENT. The City Manager or his/her authorized designee may execute, on behalf of the CITY, any estoppel certificate requested by the DEVELOPER that is consistent with this section.

**XVIII.**

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received (i) three (3) days after deposit into the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the PARTY at the address set forth below, (ii) on the day actually received if sent by hand delivery with a confirming receipt, or overnight delivery by a reputable overnight courier such as FedEx or United Parcel Service, or (iii) on the day delivered if sent by electronic mail and received in the

recipient's inbox by 5:00 pm CST, or on the next business day if sent by electronic mail and received in the recipient's inbox after 5:00 pm CST. For purposes of this AGREEMENT, a "business day" is a day that is not a Saturday, Sunday, federal holiday, or holiday in the State of Texas.

| | |
|---|---|
| To the City: | City of Celina, Texas<br>Attn: City Manager<br>142 N. Ohio Street<br>Celina, Texas 75009<br>rranc@celina-tx.gov |
| With a copy to: | Messer Fort, PLLC<br>Attn: Julie Fort<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034<br>julie@txmunicipallaw.com |
| To Developer: | LG Celina LF Way, LLC<br>Attn: J. Robb Hicks and Blake Schroeder<br>3500 Maple Avenue, Suite 1600<br>Dallas, Texas 75219<br>rhicks@leoncapitalgroup.com; blake@leoncapitalgroup.com |
| With a copy to: | Winstead PC<br>Attn: Laura Hoffmann<br>2728 N. Harwood St., Suite 500<br>Dallas, Texas 75206<br>lhoffmann@winstead.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 in accordance with the requirements of this section.

## XIX.

**THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

**(a) THE DEVELOPER ACKNOWLEDGES AND AGREES THAT:**

**(I) THE DEVELOPER INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, IN WHOLE OR IN PART (AFTER RECEIVING ALL CONTRACTUAL OFFSETS AND REIMBURSEMENTS PURSUANT TO THIS AGREEMENT), DO NOT CONSTITUTE A:**

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

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

**(C) NUISANCE.**

**(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE DEVELOPER INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS (AFTER RECEIVING ALL CONTRACTUAL OFFSETS AND REIMBURSEMENTS PURSUANT TO THIS AGREEMENT) ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.**

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

**(b) THIS SECTION XIX SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

[Signatures appear on the following page(s)]

**EXECUTED** effective as of the EFFECTIVE DATE.

**CITY OF CELINA, TEXAS**

By: _____
Robert Ranc, City Manager

Date: _____

ATTEST:

_____
Jeovanna Rubio, TRMC, Assistant City Secretary

Date: _____

**DEVELOPER:**

LG Celina LF Way, LLC,
a Texas limited liability company

By:_____
Name: _____
Title: _____

Date: _____

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

**BEING** a tract of land situated in the John Ragsdale Survey, Abstract No. 734, City of Celina, Collin County, Texas, and being a portion of a called 70.581 acre tract of land described as Tract 1B in a deed to Celina Station LP and Paramount Soft LP, recorded in Instrument No. 20201216002261430 of the Official Public records Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at a 1/2-inch iron rod found in County Road 50, an apparent public use right of way, no record found for the southwest corner of said Tract 1B;

**THENCE** North 00°36'37" West, along the westerly line of said Tract 1B and along said County Road 50, a distance of 1,635.84 feet to a point for corner;

**THENCE** departing the westerly line of said Tract 1B and crossing said Tract 1B, the following courses and distances:

South 61°56'04" East, a distance of 131.69 feet to a point for corner;

South 49°28'55" East, a distance of 188.06 feet to a point for corner;

South 06°29'23" East, a distance of 48.97 feet to a point for corner;

South 39°34'57" West, a distance of 135.42 feet to a point for corner;

South 36°30'55" East, a distance of 187.32 feet to a point for corner;

South 43°05'43" East, a distance of 141.36 feet to a point for corner;

South 25°58'43" East, a distance of 119.79 feet to a point for corner;

South 49°26'16" East, a distance of 187.87 feet to a point for corner;

South 86°50'56" East, a distance of 247.26 feet to a point for corner on the easterly line of said Tract 1B, being on the westerly right of way line of said Dallas North Tollway and at the beginning of a non-tangent curve to the right with a radius of 1,417.40 feet, a central angle of 19°53'18", and a chord bearing and distance of South 18°33'54" West, 489.54 feet;

**THENCE** in a southwesterly direction, along the westerly right of way line of said Dallas North Tollway and along the easterly line of said Tract 1B, with said non-tangent curve to the right, an arc distance of 492.00 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for corner;

**THENCE** South 28°30'33" West, continuing along the westerly right of way line of said Dallas North Tollway and the easterly line of said Tract 1B a distance of 473.37 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set for the southeast corner of said Tract 1B;

**THENCE** North 59°00'21" West, departing the westerly right of way line of said Dallas North Tollway and along the southerly line of said Tract 1B, a distance of 37.14 feet to a 5/8 inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left with a radius of 430.00 feet, a central angle of 31°36'14", and a chord bearing and distance of North 74°48'29" West, 234.19 feet;

**THENCE** in a northwesterly direction, continuing along the southerly line of said Tract 1B, with said tangent curve to the left, an arc distance of 237.19 feet to a 5/8 inch iron rod found for corner;

**THENCE** South 89°23'23" West, continuing along the southerly line of said Tract 1B, a distance of 171.49 feet to the **POINT OF BEGINNING** and containing 18.220 acres (793,664 square feet) of land, more or less.

**EXHIBIT B**

**DOE BRANCH ROADWAY IMPROVEMENTS**

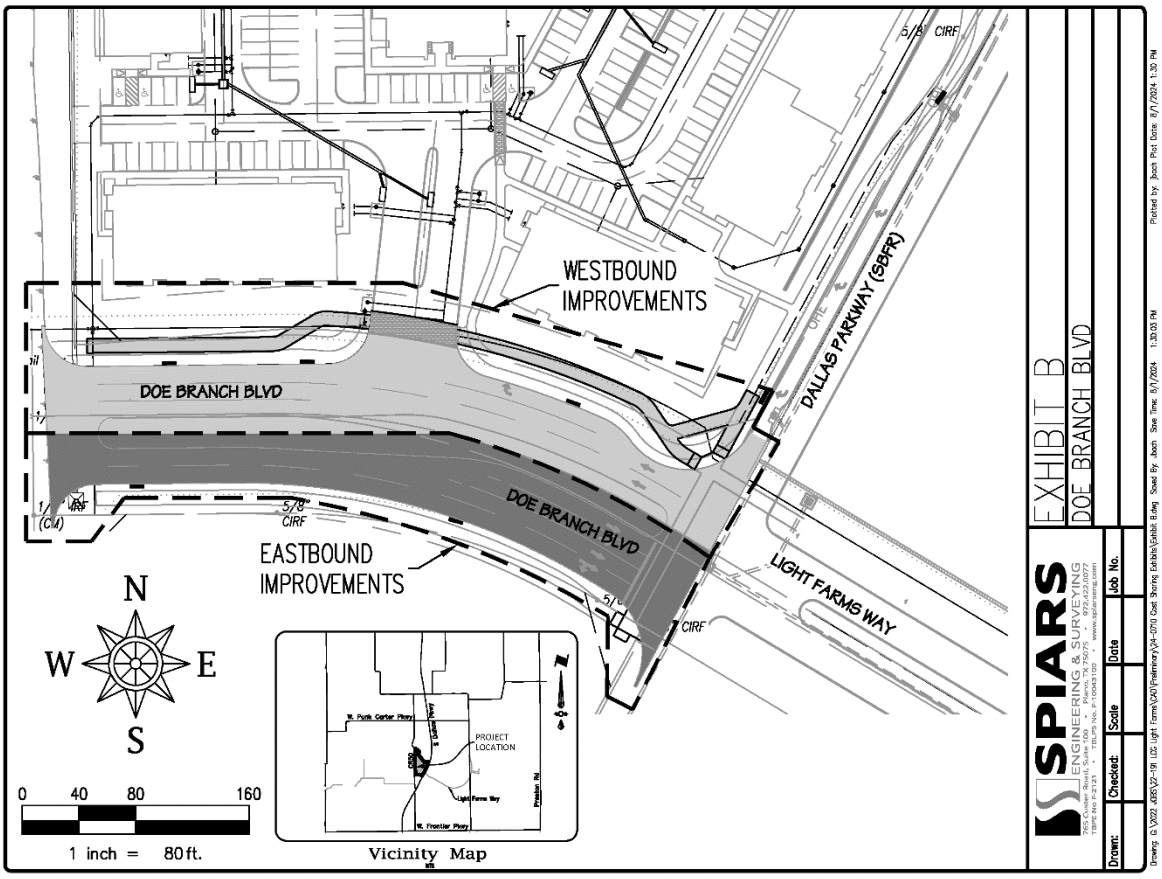

**EXHIBIT C**

**STORM SEWER IMPROVEMENTS**

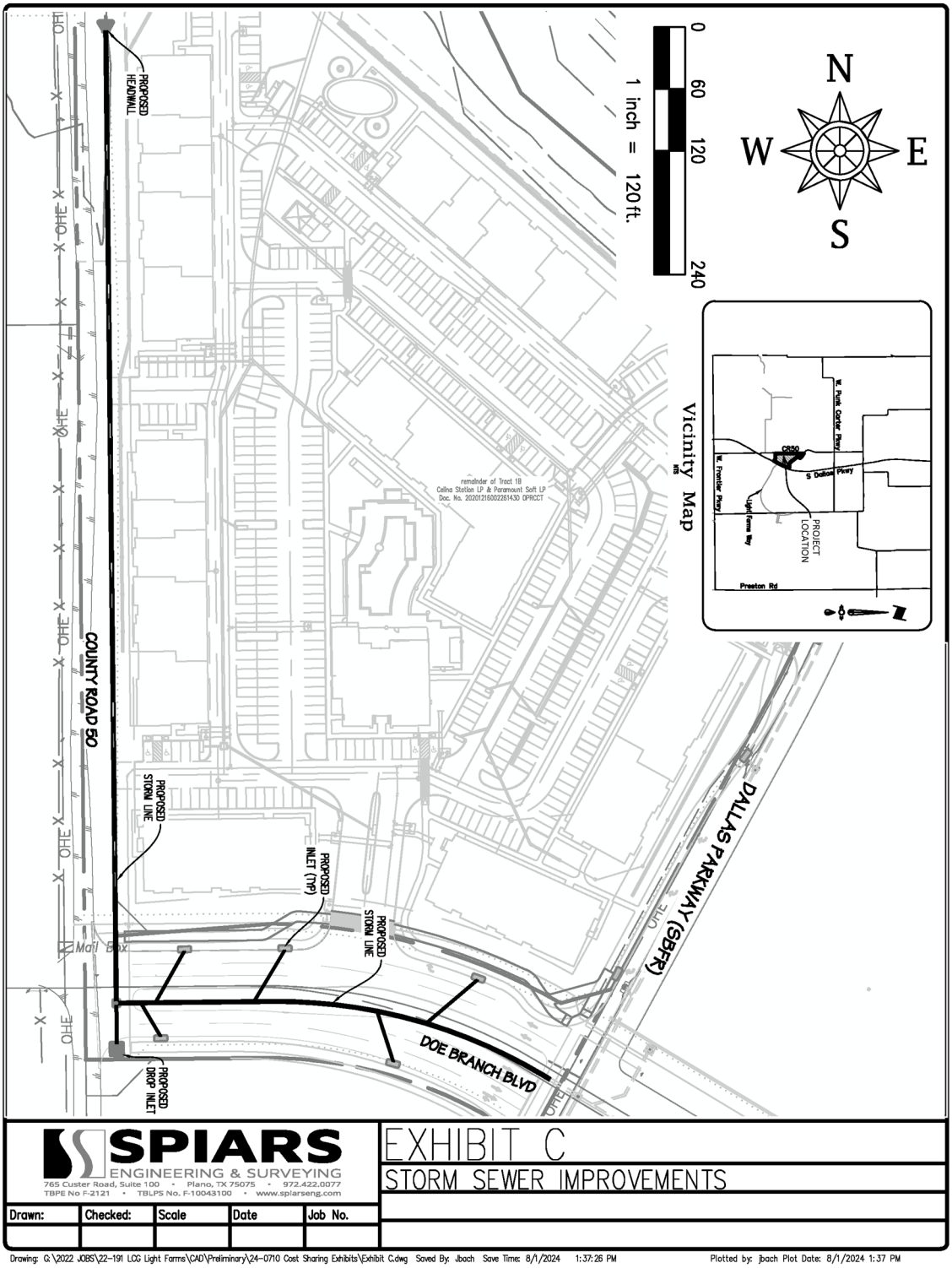

**EXHIBIT D**

**OFF-SITE WATER LINE**

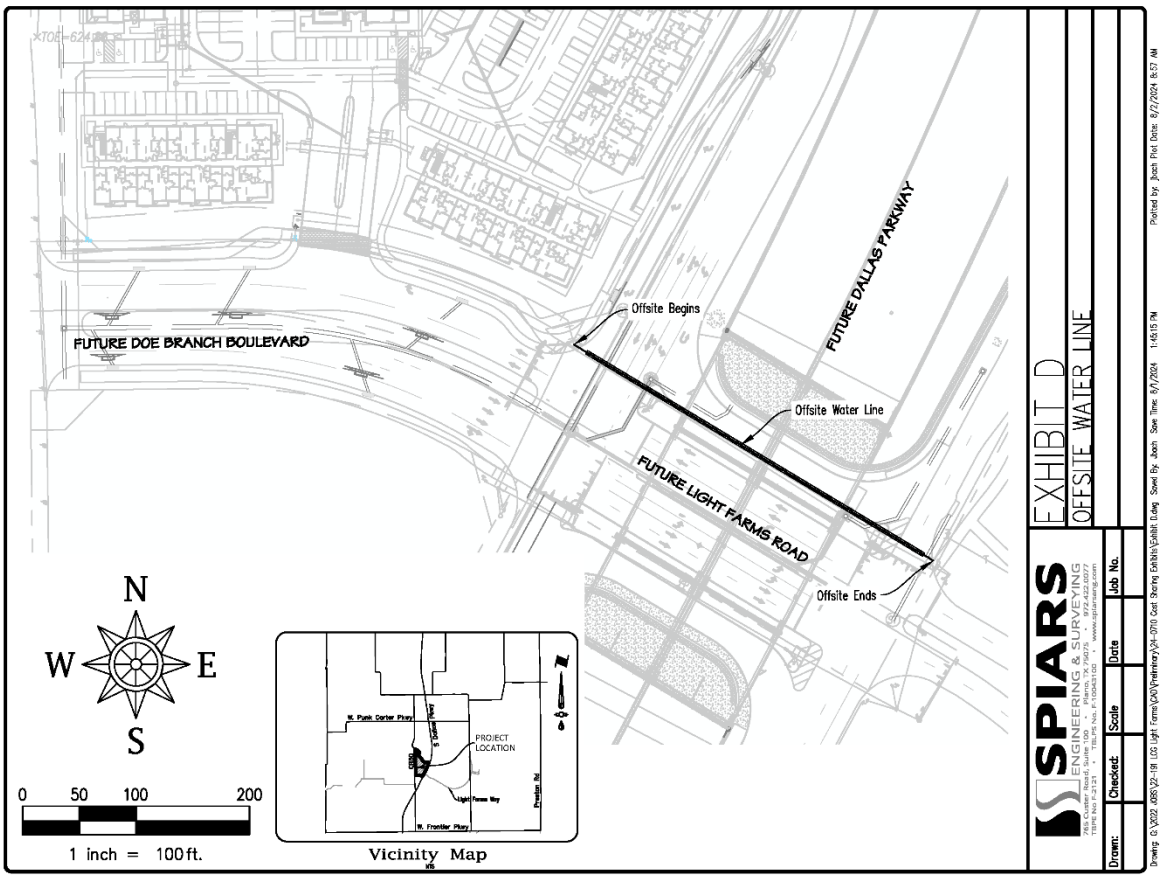

**EXHIBIT E**

**TOLLWAY FRONTAGE IMPROVEMENTS**

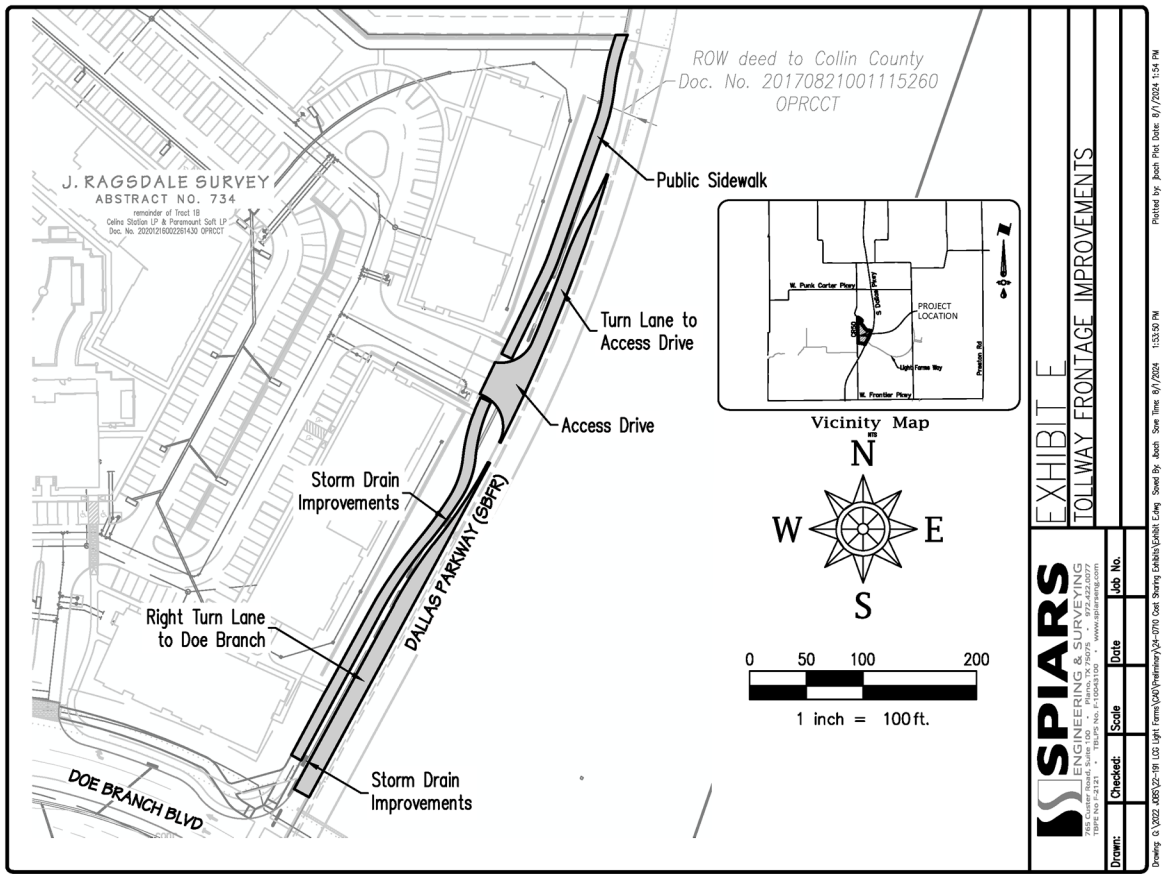

**EXHIBIT F**

**WATER IMPACT FEES AND SANITARY SEWER IMPACT FEES**

Per the 2007 DEVELOPMENT AGREEMENT, water impact fees and sanitary sewer impact fees are as set forth below for developing the PROPERTY with a multifamily use:

| | |
|---|---|
| Water impact fee | $1,300.00 per living unit equivalent (LUE), and is further determined based on meter size. |
| Sanitary sewer impact fee | $1,500.00 per living unit equivalent (LUE), and is further determined based on meter size. |

**EXHIBIT G**

**LOCATION OF THE TRAIL**

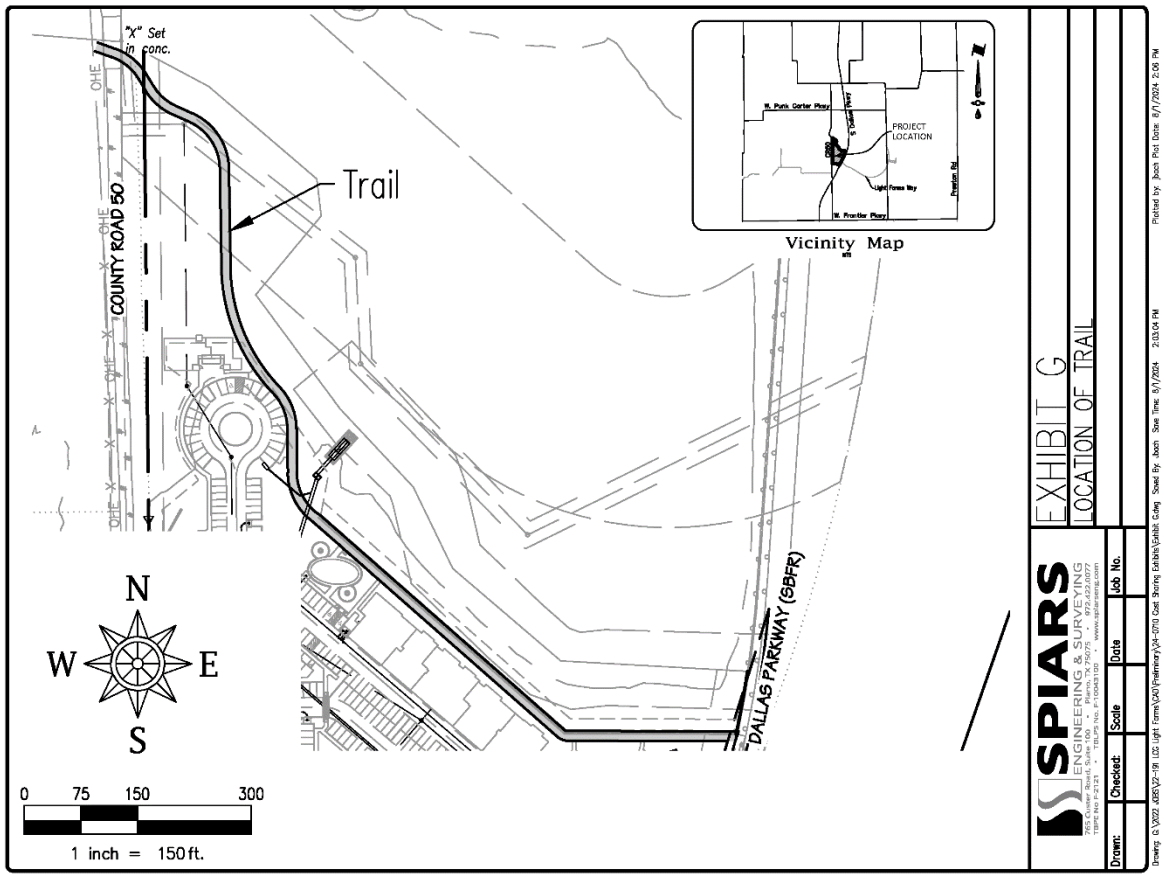

**EXHIBIT H**

**PROPORTIONATE SHARE OF DEVELOPMENT COSTS FOR THE DEVELOPER INFRASTRUCTURE**

**WESTBOUND ROADWAY IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

**EASTBOUND ROADWAY IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 0% |
| **City's Share** | 100% |

**STORM SEWER IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 0% |
| **City's Share** | 100% |

**OFF-SITE WATER LINE**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

**TOLLWAY FRONTAGE IMPROVEMENTS**

| | |
|---|---|
| **Developer's Share** | 100% |
| **City's Share** | 0% |

**EXHIBIT I**

**ESTIMATED DEVELOPMENT COSTS**

(see attached)

| DEVELOPER COST | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| **A** | Trail PAVING ~ North Trail Segment That Runs Alongs Creek | $ 30,150.00 | |
| **B** | Sidewalk Paving - Along Westbound Doe Branch Blvd & Southbound Dallas Pkwy | $ 108,000.00 | |
| **C** | Dallas Parkway PAVING ~ Right Turn Lane to Proposed Driveway & Driveway | $ 108,760.00 | |
| **D** | Dallas Parkway PAVING ~ Right Turn Lane to Doe Branch Blvd | $ 83,375.00 | |
| **E** | Doe Branch Boulevard PAVING ~ Westbound Lanes (Not Including Development Right Turn Lane, Driveway & CR 50 Intersection) | $ 307,370.00 | |
| **F** | Doe Branch PAVING ~ Right Turn Lane to Drive and Driveway | $ 109,180.00 | |
| **H** | Dallas Parkway STORM ~ Right Turn Lane to Doe Branch Blvd | $ 20,490.00 | |
| **K** | Off-Site Water Main Crossing Dallas Pkwy | $ 265,005.00 | |
| **L** | Doe Branch East Bound, Dallas Parkway South Bound Right Turn Lanes, and Sidewalk / Trail MISCELLANEOUS ITEMS | $ 83,147.00 | |
| | Soft Cost (per following page) | $ 238,909.26 | |
| | Doe Branch Blvd ROW to be dedicated ~ 1.25 AC @ $12.48 PSF | $ 679,536.00 | |
| | **TOTAL =** | **$ 2,033,922.26** | |

| REIMBURSABLE COST | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| **G** | Doe Branch Boulevard PAVING ~ Eastbound Lanes | $ 330,805.00 | |
| **I** | Doe Branch Boulevard STORM | $ 176,805.00 | |
| **J** | County Road 50 STORM | $ 331,730.00 | |
| **M** | Doe Branch West Bound, Storm Drain MISCELLANEOUS ITEMS | $ 49,287.00 | |
| | Soft Cost (per following page) | $ 157,375.14 | |
| | **TOTAL =** | **$ 1,046,002.14** | |

| UNALLOCATED | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| | Contingency (20% of Construction Sub-total) | $ 400,821.00 | |
| | **TOTAL =** | **$ 400,821.00** | |

| HARD COST TOTALS | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| | DEVELOPER HARD COST (Sum of A, B, C, D, E, F, H, K) | $ 1,032,330.00 | 55.2% |
| | REIMBURSABLE HARD COST (Sum of G, I, J) | $ 839,340.00 | 44.8% |
| | **TOTAL =** | **$ 1,871,670.00** | |

Exhibit I

| DEVELOPER SOFT COSTS | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| | Survey | $ | 8,000.00 |
| | Engineering - Westbound Doe Branch (C-H) | $ | 65,300.00 |
| | Off-Site Water Main Crossing Dallas Parkway (K) | $ | 20,000.00 |
| | Landscape Design - A) Trail and Sidewalk Paving | $ | 15,000.00 |
| | Landscape Design - B) Roadway Landscape and Irrigation (50% allocation; one-half of Doe Branch Blvd) | $ | 2,500.00 |
| | Construction Staking (55.2% allocation based on % of hard costs) | $ | 21,904.46 |
| | Limited Construction Admin (55.2% allocation based on % of hard costs) | $ | 19,913.40 |
| | Construction Materials Testing (55.2% allocation based on % of hard costs) | $ | 33,189.00 |
| | City Inspection and Review Fees (55.2% allocation based on % of hard costs) | $ | 53,102.40 |
| | **TOTAL =** | **$** | **238,909.26** |

| REIMBURSABLE SOFT COSTS | | | |
|---|---|---|---|
| | **COST ITEM** | **TOTAL** | |
| | Engineering - Eastbound Doe Branch (G & I) | $ | 64,000.00 |
| | CR 50 Storm Drain (J) | $ | 30,000.00 |
| | Landscape Design - B) Roadway Landscape and Irrigation (50% allocation; one-half of Doe Branch Blvd) | $ | 2,500.00 |
| | Construction Staking (44.8% allocation based on % of hard costs) | $ | 17,777.54 |
| | Limited Construction Admin (44.8% allocation based on % of hard costs) | $ | 16,161.60 |
| | Construction Materials Testing (44.8% allocation based on % of hard costs) | $ | 26,936.00 |
| | City Inspection and Review Fees (44.8% allocation based on % of hard costs; $96,200 * 44.8% = $43097.60) | | WAIVED |
| | **TOTAL =** | **$** | **157,375.14** |

Exhibit I

Life Connected.

**Purchasing**
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: | Dawn Berry |
| Date: | May 13, 2025 |
| Re: | On-call Appraisal and ROW Acquisition Services, RFQ 2024-110 |

**Action Requested:**
Consider and act to authorize a Master Service Agreement for appraisal and Right-of-Way acquisition services to Stateside Right of Way and Specialty Land Solutions. (Berry)

**Background Information:**
Requests for Qualifications were issued to provide assistance in acquiring property, easements, and/or rights-of-way (ROW) for public projects. Services may include identifying parcels required for easement or ROW acquisition, title research, land surveying, appraisals, negotiations, recording of deeds and easements, testimony, preparation for testimony, reconstruction of financial statements, review of documents, and review of appraisals prepared by a third party.

The top two vendors are recommended, and a master service agreement (MSA) is attached for each. All work will be processed through work authorizations (WA), and any WA that exceeds $49,999.99 will be presented to the Council for approval.

**Legal Review:**
The agreement has been previously reviewed and approved.

**Supporting Documents:**
1. Presentation ROW and Aquisition
2. Agenda Recap - Complete
3. Evaluation Scoring Summary Final
4. MSA_Stateside w Exhibits_Partially Executed
5. MSA_Specialty w Exhibits - Partially Executed

**Financial Consideration:**
There are no funding requirements at this time.

**Staff Recommendation:**
Staff recommends awarding RFQ 2024-110 as presented.

# ROW & APPRAISAL SERVICES BID 2024-110

Dawn Berry
Purchasing Director

# BACKGROUND/TIMELINE

- Solicitation was issued for services in acquiring property, easements, and/or rights-of-way (ROW) for public projects.
- Master Service Agreement.
- Work Authorizations issued for all requested work.
- One-year contract with four renewal options.

# QUESTIONS?

**CITY OF CELINA**
**SOLICITATION RECAP**

**SOLICITATION #: 2024-110**
**SOLICITATION NAME: On-Call Appraisal and ROQ Acquisition Services**

---

| | | | |
|---|---|---|---|
| Bid Opening Date | 07/31/2024 | Bid Opening Time: | 10:00 AM |

| | |
|---|---|
| Number of Invitations Sent/Vendors Notified: | 510 |
| Number of Submissions: | 12 |
| Number of Non-Responsive Bids: | 3 |
| Number of Responsive Bids: | 9 |
| Number of No Bids: | 2 |

**Review/Evaluation:**

Purchasing completed an initial review to determine each bidder's responsiveness. (3) bidders were deemed non-responsive (Pyles Whatley, Todd Property Advisors, and Lowery Property Advisors). The remaining responses were then sent to the department for further evaluation and scoring. After careful consideration, the Department would like to award the top two scoring vendors, allowing for maximum efficiency based on the anticipated workload. A master service agreement will be made with each company, and work authorizations for each shall be issued on an as-needed basis.

**Coop/Sole Source:**

N/A

**Recommendation:**
Upon review, the requesting department recommends the following.

| | |
|---|---|
| Recommended Vendor(s): | Specialty Land Services and Stateside Right of Way Services |
| Contract Term: | (1) Year with (4) Optional (1) Year Renewals |

Ryan Quigley
Purchasing Agent

02/06/2025
Date

## Supplier Scoring Summary 2024-110 - On-Call Appraisal & ROW Acquisition Services - Scoring Round

| Supplier | Rank | Score | Bid Evaluation | Experience of the Firm | Experience of the Team | Ability to provide services | Sample Work |
|---|---|---|---|---|---|---|---|
| | | 100 | | 50.00 | 25.00 | 15.00 | 10.00 |
| Specialty Land Services | 1 | 91.00 | | 50.00 | 20.00 | 15.00 | 6.00 |
| Stateside Right of Way Services | 2 | 89.00 | | 43.33 | 23.33 | 15.00 | 7.33 |
| Universal Field Services, Inc. | 3 | 86.33 | | 40.00 | 25.00 | 14.00 | 7.33 |
| Contract Land Staff, LLC | 4 | 86.00 | | 46.67 | 25.00 | 11.67 | 2.67 |
| SelectROW Co | 5 | 84.00 | | 43.33 | 25.00 | 11.67 | 4.00 |
| Halff Associates, Inc. | 6 | 83.00 | | 35.00 | 25.00 | 15.00 | 8.00 |
| WSB LLC | 7 | 80.33 | | 36.67 | 25.00 | 10.00 | 8.67 |
| Briggs Field Services, Inc. | 8 | 67.33 | | 23.00 | 23.33 | 11.67 | 9.33 |
| Valbridge Property Advisors Ho | 9 | 55.67 | | 23.33 | 25.00 | 6.67 | 0.67 |
| | | 80.30 | | 37.93 | 24.07 | 12.30 | 6.00 |

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**
**FOR**
**APPRAISAL AND ROW ACQUISITION SERVICES—TASK ORDER EDITION MAIN AGREEMENT**

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

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

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 Task Order 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 Task Orders.

C. Contractor will not be obligated to perform any prospective Task Order 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 Task Order, and

2. Owner and Contractor both sign the Task Order.

D. Each duly executed Task Order 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 Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

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

B. Each specific Task Order 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. Task Order Schedule.

5. Contractor 's Compensation for Task Order; and

6. Primary Subcontractors, if any.

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

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

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

E. Task Orders 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 Task Order 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 Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

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

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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 Task Order.

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 the Contractor in writing of any safety or security programs that are applicable to the personnel of the Contractor, its subcontractors, and the Contractor's Subcontractors as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

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 Task Order.

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 Task Order, as required.

4. Perform or provide the following:

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

5.04 Payment

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

**ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

3.01 Term

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

3.02 Commencement

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

3.03 Time for Completion

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

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 Task Order 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 .

**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 task order.

**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 Task Order to Laws and Regulations,

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

c. changes after the Effective Date of the Task Order 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—Task Order

1. Either party may terminate a Task Order 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 Task Order, 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 Task Order, 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 Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("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 Task Orders (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 Task Order, 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 Task Order 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 Task Order will survive completion or termination for any reason.

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C. Severability: Any provision or part of the Main Agreement or any Task Order 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 Task Order 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 Task Order.

**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 Task Order.

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 Task Orders, including all exhibits and duly executed amendments to such Task Orders.

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

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 Task Order, 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 Task Order, 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 Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order 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 Task Orders, including but not limited to provisions regarding task order 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, materialman, or vendor

having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

23. Task Order—A document executed under this Main Agreement by 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; TASK ORDER FORM; EXHIBITS TO TASK ORDER; 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 Task Orders:

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

8.02 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit 2. These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order 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 Task Order and its exhibits.

8.03 Executed Task Orders and Their Exhibits

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

8.04 Total Agreement; Amendments to Main Agreement and Task Orders

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 Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

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

8.05 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 Task Orders, 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 Task Order, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.06 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.

8.07 Conflict of Interest

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

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

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner’s policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

| CITY OF CELINA | CONTRACTOR |
|---|---|
| | Diane Valek (Feb 10, 2025 14:51 CST) |
| Signature | Signature |
| | Diane Valek |
| Printed Name | Printed Name |
| | 02/10/2025 |
| Date | Date |
| Address for giving notices: | Address for giving notices: |
| **City of Celina**<br>**142 N. Ohio**<br>**Celina, TX 75009**<br>**Attn: Contracts**<br>**469-813-4194**<br>**contracts@celina-tx.gov** | 3010 LBJ Frwy, Ste 1490 Dallas, TX 752 |

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# EXHIBIT 1 - WORK AUTHORIZATION

| MAPS # | 2024-110 | MAPS Date: | 03/12/2024 |
|---|---|---|---|

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

| | | | |
|---|---|---|---|
| **Event Name:** | | | |
| **Work Authorization #** | | **Purchase Order#:** | |
| **Contractor Representative:** | | **Owner Representative:** | |

**INVOICE SUBMITTAL**

| | | |
|---|---|---|
| Invoice Instructions:<br><br>**Electronic Submission is preferred.** | Email to: | accountspayable@celina-tx.gov &<br>**events@celina-tx.gov** |
| | Mail to: | City of Celina<br>Accounts Payable<br>142 N. Ohio<br>Celina, TX 75009 |
| | Include PO number 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:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit B**
3. **Timeline / Schedule:** **Attach as Exhibit C**

**ACCEPTANCE:**

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

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

**CITY OF CELINA**

Signature

Printed Name & Title

Date

**CONTRACTOR**

Signature

Printed Name & Title

Date

**AMENDMENT TO WORK AUTHORIZATION**
**AMENDMENT 1**

| | | | |
|---|---|---|---|
| **Event Name:** | | | |
| **Work Authorization #** | | **Date** | |
| **Purchase Order #** | | | |

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner), and **Specialty Land Services LLC.**, (Contractor) for **Appraisal and ROW Acquisition 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** | **CONTRACTOR** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| Printed Name & Title | Printed Name & Title |
| _____ | _____ |
| Date | Date |

## EXHIBIT G

## INSURANCE REQUIREMENTS
## PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

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

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

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

**Signature:**

**Email:** rranc@celina-tx.gov

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**
**FOR**
**APPRAISAL AND ROW ACQUISITION SERVICES—TASK ORDER EDITION MAIN AGREEMENT**

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

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

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 Task Order 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 Task Orders.

C. Contractor will not be obligated to perform any prospective Task Order 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 Task Order, and

2. Owner and Contractor both sign the Task Order.

D. Each duly executed Task Order 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 Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

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

B. Each specific Task Order 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. Task Order Schedule.

5. Contractor 's Compensation for Task Order; and

6. Primary Subcontractors, if any.

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

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

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

E. Task Orders 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 Task Order 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 Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

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

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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 Task Order.

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 the Contractor in writing of any safety or security programs that are applicable to the personnel of the Contractor, its subcontractors, and the Contractor's Subcontractors as they visit the Site or otherwise perform services under this Agreement and under each Task Order.

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 Task Order.

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 Task Order, as required.

4. Perform or provide the following:

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

5.04 Payment

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

**ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

3.01 Term

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

3.02 Commencement

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

3.03 Time for Completion

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

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 Task Order 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 .

**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 task order.

**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 Task Order to Laws and Regulations,

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

c. changes after the Effective Date of the Task Order 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—Task Order

1. Either party may terminate a Task Order 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 Task Order, 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 Task Order, 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 Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("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 Task Orders (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 Task Order, 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 Task Order 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 Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order 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 Task Order 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 Task Order.

**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 Task Order.

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 Task Orders, including all exhibits and duly executed amendments to such Task Orders.

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

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 Task Order, 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 Task Order, 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 Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order 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 Task Orders, including but not limited to provisions regarding task order 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, materialman, or vendor

having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

23. Task Order—A document executed under this Main Agreement by 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; TASK ORDER FORM; EXHIBITS TO TASK ORDER; 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 Task Orders:

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

8.02 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit 2. These documents are a resource for the parties' use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order 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 Task Order and its exhibits.

8.03 Executed Task Orders and Their Exhibits

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

8.04 Total Agreement; Amendments to Main Agreement and Task Orders

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 Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

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

8.05 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 Task Orders, 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 Task Order, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.06 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.

8.07 Conflict of Interest

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

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

1. Contractor and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner’s policies, procedures, and requirements (including any conflict-of-interest resolution methodologies) provided to Contractor under Paragraph 2.04.A of this Agreement.

| CITY OF CELINA | CONTRACTOR |
|---|---|
| _____ | Buddy Minett _____ |
| Signature | Signature |
| _____ | Buddy Minett _____ |
| Printed Name | Printed Name |
| _____ | 02/10/2025 _____ |
| Date | Date |
| Address for giving notices: | Address for giving notices: |
| **City of Celina**<br>**142 N. Ohio**<br>**Celina, TX 75009**<br>**Attn: Contracts**<br>**469-813-4194**<br>**contracts@celina-tx.gov** | 8548 Scott Cir, Frisco TX 75034 |

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

# EXHIBIT 1 - WORK AUTHORIZATION

| MAPS # | 2024-110 | MAPS Date: | 03/12/2024 |
|---|---|---|---|

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

| | | | |
|---|---|---|---|
| **Event Name:** | | | |
| **Work Authorization #** | | **Purchase Order#:** | |
| **Contractor Representative:** | | **Owner Representative:** | |

**INVOICE SUBMITTAL**

| | | |
|---|---|---|
| Invoice Instructions:<br><br>**Electronic Submission is preferred.** | Email to: | accountspayable@celina-tx.gov & **events@celina-tx.gov** |
| | Mail to: | City of Celina<br>Accounts Payable<br>142 N. Ohio<br>Celina, TX 75009 |
| | Include PO number 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:** **Attach as Exhibit A**
2. **Compensation:** **Attach as Exhibit B**
3. **Timeline / Schedule:** **Attach as Exhibit C**

**ACCEPTANCE:**

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

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

**CITY OF CELINA**

Signature

Printed Name & Title

Date

**CONTRACTOR**

Signature

Printed Name & Title

Date

**AMENDMENT TO WORK AUTHORIZATION**
**AMENDMENT 1**

| | | | |
|---|---|---|---|
| **Event Name:** | | | |
| **Work Authorization #** | | **Date** | |
| **Purchase Order #** | | | |

This Amendment is made by and between the City of Celina, Texas, a home-rule municipality (Owner), and **Specialty Land Services LLC.**, (Contractor) for **Appraisal and ROW Acquisition Services** (Services), the Owner and the Provider hereby agree as follows:

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

a. Example

**AMENDMENT**

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

**CITY OF CELINA**

_____

_____
Printed Name & Title

_____
Date

**CONTRACTOR**

_____

_____
Printed Name & Title

_____
Date

## EXHIBIT G

## INSURANCE REQUIREMENTS
## PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

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

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

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

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

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

**Signature:**

**Email:** rranc@celina-tx.gov

Life Connected.

**Police Department**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Alex Jones, Training Coordinator |
| CC: | John Cullison, Police Chief, Brent Brown, Assistant Police Chief |
| Intiated by: | Alex Jones |
| Date: | May 13, 2025 |
| Re: | Police Department Ammunition Purchase |

---

**Action Requested:**
Consider and act to purchase Ammunition for the Police Department from Precision Delta Corporation & GT Distributors through a cooperative contract with BuyBoard 698-23 for an amount not to exceed $90,000.00. (Berry)

**Background Information:**
The Celina Police Department purchases duty and training ammunition to ensure officers receive annual firearms training and are current with duty ammunition (lethal and non-lethal munitions).

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. Police Ammunition Purchase Presentation
2. GT Distributors
3. GT Pricing Sheet 1
4. Precision Delta
5. Precision Delton Pricing TEXAS

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

**Staff Recommendation:**
Staff recommends authorizing the purchase as presented.

# Celina Police Department
# Ammunition Purchase Request

John A. Cullison #616
Police Chief
May 13, 2025

# OVERVIEW

- Consider and act to purchase Ammunition for the Police Department from Precision Delta Corporation & GT Distributors through a cooperative contract with BuyBoard 698-23 for an amount not to exceed $90,000.
- The purchase encompasses lethal and less than lethal ammunition to include training ammunition and duty ammunition.
- The purchase also includes the purchase of needed duty arms as well

# FUNDING

- The funds are available in the current FY budget cycle
- Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.
- The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

# QUESTIONS?

# Vendor Contract Information Summary

| | |
|---|---|
| Vendor | GT Distributors, Inc. |
| Contact | DAVID CURTIS |
| Phone | 512-451-8298 |
| Email | sales@gtdist.com |
| Vendor Website | www.gtdist.com |
| TIN | 74-2339528 |
| Address Line 1 | 1124 New Meister Lane |
| Address Line 2 | Suite 100 |
| Vendor City | Pflugerville |
| Vendor Zip | 78660-6937 |
| Vendor State | TX |
| Vendor Country | USA |
| Delivery Days | 10 |
| Freight Terms | FOB Destination |
| Payment Terms | Net 30 |
| Shipping Terms | Freight prepaid by vendor and added to invoice |
| Ship Via | Common Carrier |
| Designated Dealer | No |
| EDGAR Received | Yes |
| Service-disabled Veteran Owned | No |
| Minority Owned | No |
| Women Owned | No |
| National | No |
| No Foreign Terrorist Orgs | Yes |
| No Israel Boycott | Yes |
| MWBE | No |
| ESCs | All Texas Regions |
| States | All States |
| Contract Name | Public Safety and Firehouse Supplies and Equipment |
| Contract No. | 698-23 |
| Effective | 04/01/2023 |
| Expiration | 03/31/2026 |
| Accepts RFQs | Yes |

| PART # | DESCRIPTION | RND/ BOX | BOX/ CASE | RND/ CASE | LE CASE PRICE |
|---|---|---|---|---|---|
| LEAD FREE PRIMED TRAINING LOADS | | | | | |
| **AE9N1** | 9MM LUGER 124GR TMJ TMF | 50 | 20 | 1000 | $ 547.20 |
| **AE9N2** | 9MM LUGER 147GR TMJ TMF | 50 | 20 | 1000 | $ 547.20 |
| **AE40N1** | 40 S&W 180GR TMJ TMF | 50 | 20 | 1000 | $ 544.60 |
| **AE45N1** | 45 AUTO 230GR TMJ TMF | 50 | 20 | 1000 | $ 675.80 |
| BALLISTICLEAN PISTOL CENTERFIRE AMMUNITION | | | | | |
| **BC9H1** | 9MM LUGER 100 GR FRANGIBLE BALLISTICLEAN RHT | 50 | 20 | 1000 | $ 603.60 |
| **BC9NT3** | 9MM LUGER 100GR BALLISTICLEAN RHT | 50 | 20 | 1000 | $ 698.00 |
| **BC9P1** | 9MM LUGER 98GR CU/POLY | 50 | 20 | 1000 | $ 650.80 |
| **BC40CT1** | 40 S&W 125GR BALLISTICLEAN RHT | 50 | 20 | 1000 | $ 743.60 |
| **BC40P1** | 40 S&W 125GR CU/POLY | 50 | 20 | 1000 | $ 726.80 |
| **BC45CT1** | 45 AUTO 155GR BALLISTICLEAN RHT | 50 | 20 | 1000 | $ 943.80 |
| CENTERFIRE PISTOL AND REVOLVER | | | | | |
| **AE25AP** | 25 AUTO 50GR FMJ | 50 | 20 | 1000 | $ 582.80 |
| **AE32AP** | 32 AUTO 71GR FMJ | 50 | 20 | 1000 | $ 647.80 |
| **AE380AP** | 380 AUTO 95GR FMJ | 50 | 20 | 1000 | $ 475.20 |
| **AE9DP** | 9MM LUGER 115GR FMJ | 50 | 20 | 1000 | $ 348.20 |
| **AE9AP** | 9MM LUGER 124GR FMJ | 50 | 20 | 1000 | $ 355.60 |
| **AE9FP** | 9MM LUGER 147GR FMJ FP | 50 | 20 | 1000 | $ 363.20 |
| **GM38A** | 38 SPL 148GR GOLD MEDAL MATCH LEAD WC | 50 | 20 | 1000 | $ 740.60 |
| **GM45B** | 45 AUTO 185GR GOLD MEDAL MATCH FMJ SWC | 50 | 20 | 1000 | $ 1,064.80 |
| CENTERFIRE PISTOL AND REVOLVER | | | | | |
| **AE357S2** | 357 SIG 125GR FMJ | 50 | 20 | 1000 | $ 635.80 |
| **AE38K** | 38 SPL 130GR FMJ | 50 | 20 | 1000 | $ 588.60 |
| **AE38B** | 38 SPL 158GR RN | 50 | 20 | 1000 | $ 588.60 |
| **AE357A** | 357 MAG 158GR JSP | 50 | 20 | 1000 | $ 668.20 |
| **AE40R3** | 40 S&W 165GR FMJ BALL | 50 | 20 | 1000 | $ 515.00 |
| **AE40R1** | 40 S&W 180GR FMJ BALL | 50 | 20 | 1000 | $ 515.00 |
| **AE10A** | 10MM AUTO 180GR FMJ | 50 | 20 | 1000 | $ 667.80 |
| **AE45A** | 45 AUTO 230GR FMJ | 50 | 20 | 1000 | $ 567.20 |
| AMERICAN EAGLE IRT LEAD FREE PISTOL AND REVOLVER | | | | | |
| **AE9LF1** | 9MM LUGER 70GR LEAD FREE BALL | 50 | 10 | 500 | $ 225.00 |
| **AE38LF1** | 38 SPL 100GR LEAD FREE BALL | 50 | 10 | 500 | $ 353.00 |
| **AE380LF1** | 380 AUTO 70GR LEAD FREE BALL | 50 | 10 | 500 | $ 292.40 |
| **AE40LF1** | 40 S&W 120GR LEAD FREE BALL | 50 | 10 | 500 | $ 313.10 |
| **AE45LF1** | 45 AUTO 137GR LEAD FREE BALL | 50 | 10 | 500 | $ 351.60 |
| SYNTECH PISTOL AND REVOLVER | | | | | |
| **AE9SJ2** | 9MM LUGER 124GR SYNTECH TSJ | 50 | 10 | 500 | $ 207.30 |
| **AE9SJ3** | 9MM LUGER 147 GR SYNTECH TRAINING MATCH TSJ | 50 | 10 | 500 | $ 207.30 |
| **AE9SJ4** | 9MM LUGER 124GR SYNTECH TRAINING MATCH TSJ | 50 | 10 | 500 | $ 208.10 |
| **AE40SJ1** | 40 S&W 165GR SYNTECH TSJ | 50 | 10 | 500 | $ 260.60 |
| **AE40SJ2** | 40 S&W 180GR SYNTECH TRAINING MATCH TSJ | 50 | 10 | 500 | $ 265.90 |
| **AE45SJ1** | 45 AUTO 230GR SYNTECH TSJ | 50 | 10 | 500 | $ 287.30 |
| **AE45SJ2** | 45 AUTO 230GR SYNTECH TRAINING MATCH TSJ | 50 | 10 | 500 | $ 287.30 |
| CENTERFIRE RIFLE | | | | | |
| **30CA** | 30 CARBINE 110GR POWER-SHOK SP RN | 20 | 10 | 200 | $ 304.30 |
| **AE223G** | 223 REM 50GR JHP | 20 | 25 | 500 | $ 386.25 |
| **AE223** | 223 REM 55GR FMJ | 20 | 25 | 500 | $ 364.00 |
| **AE223N** | 223 REM 62GR FMJ | 20 | 25 | 500 | $ 386.50 |
| **AE223T75** | 223 REM 75GR TMJ | 20 | 25 | 500 | $ 386.50 |
| **AE223NX1** | 223 REM 55GR AMERICAN EAGLE (LEAD FREE PRIMER) | 20 | 25 | 500 | $ 357.25 |
| **AE224VLK1** | 224 VALKYRIE 75GR AMERICAN EAGLE FMJ | 20 | 10 | 200 | $ 168.50 |
| **F224VLKMSR1** | 224 VALKYRIE 90GR FUSION MSR SOFT POINT | 20 | 10 | 200 | $ 298.50 |
| **AE30CB** | 30 CARBINE 110GR FMJ | 50 | 10 | 500 | $ 432.50 |
| **A76239A** | 7.62X39 124GR FMJ | 20 | 25 | 500 | $ 568.25 |
| **AE308D** | 308 WIN 150GR FMJ-BT | 20 | 25 | 500 | $ 712.00 |
| **AE3006N** | 30-06 SPRINGFIELD 150GR FMJ-BT | 20 | 25 | 500 | $ 815.00 |
| **AE300BLK1** | 300 BLK 150GR FMJ-BT | 20 | 25 | 500 | $ 534.00 |
| **AE300BLKSUP2** | 300 BLK 220GR OTM | 20 | 25 | 500 | $ 626.50 |
| **F300BMSR2** | 300 BLK 150GR FUSION MSR | 20 | 10 | 200 | $ 278.10 |
| **F300BMSR3** | 300 BLK 190GR FUSION SUBSONIC EXPANDING | 20 | 10 | 200 | $ 337.60 |
| **AE65CRD2** | 6.5 CREEDMOOR 120GR AMERICAN EAGLE OTM | 20 | 10 | 200 | $ 282.00 |

# Vendor Contract Information Summary

| | |
|---|---|
| Vendor | Precision Delta Corp |
| Contact | Ginger Stillions |
| Phone | 662-756-2810 |
| Email | ginger@precisiondelta.com |
| Vendor Website | www.precisiondeltale.com |
| TIN | 64-0671844 |
| Address Line 1 | PO Box 128 |
| Vendor City | Ruleville |
| Vendor Zip | 38771 |
| Vendor State | MS |
| Vendor Country | USA |
| Delivery Days | 10 |
| Freight Terms | FOB Destination |
| Payment Terms | Net 30 days |
| Shipping Terms | Freight prepaid by vendor and added to invoice |
| Ship Via | Common Carrier |
| Designated Dealer | No |
| EDGAR Received | Yes |
| Service-disabled Veteran Owned | No |
| Minority Owned | No |
| Women Owned | No |
| National | No |
| No Foreign Terrorist Orgs | Yes |
| No Israel Boycott | Yes |
| MWBE | No |
| ESCs | All Texas Regions |
| States | All States |
| Contract Name | Public Safety and Firehouse Supplies and Equipment |
| Contract No. | 698-23 |
| Effective | 04/01/2023 |
| Expiration | 03/31/2026 |
| Accepts RFQs | Yes |

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*Winchester Law Enforcement Distributor*

# 2024 TX Buy Board 698-23 Contract

## Winchester Ammunition

**Expires March 31, 2025**

### *WINCHESTER HANDGUN - RANGER® T-SERIES™ & BONDED*

| | | | | rds / bx | rds / cs | | Price |
|---|---|---|---|---|---|---|---|
| RA380T | 380 AUTO | 95 gr. | JHP T-Series | 50 | 500 | $ | 212.85 |
| RA38B | 38 SPL+P | 130 gr. | JHP Bonded | 50 | 500 | $ | 269.56 |
| RA9BA | 9MM+P | 124 gr. | JHP Bonded | 50 | 500 | $ | 253.02 |
| RA9B | 9MM | 147 gr. | JHP Bonded | 50 | 500 | $ | 253.02 |
| RA9B1 | 9MM | 147 gr. | JHP Bonded ONE | 50 | 500 | $ | 297.60 |
| RA9T | 9MM | 147 gr. | JHP T-Series | 50 | 500 | $ | 191.44 |
| RA9124TP | 9MM+P | 124 gr. | JHP T-Series | 50 | 500 | $ | 193.61 |
| RA9TA | 9MM+P+ | 127 gr. | JHP T-Series | 50 | 500 | $ | 194.67 |
| RA357SB | 357 Sig | 125 gr. | JHP Bonded | 50 | 500 | $ | 342.65 |
| RA357SIGT | 357 Sig | 125 gr. | JHP T-Series | 50 | 500 | $ | 288.37 |
| RA40BA | 40 S&W | 165 gr. | JHP Bonded | 50 | 500 | $ | 279.79 |
| RA40B | 40 S&W | 180 gr. | JHP Bonded | 50 | 500 | $ | 279.79 |
| RA40B1 | 40 S&W | 180 gr. | JHP Bonded ONE | 50 | 500 | $ | 344.24 |
| RA40TA | 40 S&W | 165 gr. | JHP T-Series | 50 | 500 | $ | 220.53 |
| RA40T | 40 S&W | 180 gr. | JHP T-Series | 50 | 500 | $ | 220.85 |
| RA45GB | 45 GAP | 230 gr. | JHP Bonded | 50 | 500 | $ | 375.77 |
| RA45B | 45 AUTO | 230 gr. | JHP Bonded | 50 | 500 | $ | 328.02 |
| RA45B1 | 45 AUTO | 230gr. | JHP Bonded ONE | 50 | 500 | $ | 395.22 |
| RA45T | 45 AUTO | 230 gr. | JHP T-Series | 50 | 500 | $ | 245.76 |
| RA45TP | 45 AUTO +P | 230 gr. | JHP T-Series | 50 | 500 | $ | 254.82 |

### *WINCHESTER HANDGUN - RANGER FRANGIBLE*

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| RA9SF | 9MM +P | 100 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 254.29 |
| RA9SF1 | 9MM +P | 90 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 242.95 |
| RA357SSF | 357 SIG | 100 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 370.89 |
| RA40SF | 40 S&W | 135 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 352.72 |
| RA45SF | 45 AUTO +P | 175 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 421.51 |
| RA45GSF | 45 GAP Auto | 175 gr. | Frangible SF™ Lead Free | 50 | 500 | $ | 490.46 |

### *WINCHESTER HANDGUN - RANGER*

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| RA38110HP+ | 38 SPL+P+ | 110 gr. | JHP | 50 | 500 | $ | 226.68 |
| RA9115HP+ | 9MM +P+ | 115 gr. | JHP | 50 | 500 | $ | 170.08 |
| RA9124N | 9MM NATO | 124 gr. | FMJ | 50 | 500 | $ | 142.20 |
| RA40180HP | 40 S&W | 180 gr. | JHP | 50 | 500 | $ | 193.82 |

## WINCHESTER HANDGUN - SUPER-X® & DEFENDER®

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| S380PDB | 380 AUTO | 95 gr. | PDX1 Defender® Bonded | 20 | 200 | $ | **158.47** |
| X3576P | 357 MAG | 125 gr. | JHP | 50 | 500 | $ | **258.06** |
| X3574P | 357 MAG | 158 gr. | JHP | 50 | 500 | $ | **258.11** |
| X3575P | 357 MAG | 158 gr. | JSP | 50 | 500 | $ | **258.11** |
| S10MMPDB | 10MM | 180 gr. | Bonded Defender® | 20 | 200 | $ | **144.85** |
| W10MMST | 10MM | 185 gr. | STHP | 20 | 200 | $ | **120.20** |

## WINCHESTER HANDGUN - TRAINING

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| Q4203 | 25 AUTO | 50 gr. | FMJ | 50 | 500 | $ | **206.91** |
| Q4255 | 32 AUTO | 71 gr | FMJ | 50 | 500 | $ | **217.09** |
| Q4206 | 380 AUTO | 95 gr. | FMJ | 50 | 500 | $ | **142.52** |
| WC3801 | 380 AUTO | 95 gr. | BEB - WinClean® | 50 | 500 | $ | **152.22** |
| WC381 | 38 SPL | 125 gr. | BEB - JSP - WinClean® | 50 | 500 | $ | **171.24** |
| USA38SP | 38 SPL | 125 gr. | JSP | 50 | 500 | $ | **178.19** |
| Q4171 | 38 SPL | 130 gr. | FMJ | 50 | 500 | $ | **174.95** |
| X38SMRP | 38 SPL | 148 gr. | LWC | 50 | 500 | $ | **231.08** |
| Q4196 | 38 SPL | 150 gr. | LRN | 50 | 500 | $ | **221.54** |
| X38WCPSV | 38 SPL | 158 gr. | LSWC | 50 | 500 | $ | **210.04** |
| X38S1P | 38 SPL | 158 gr. | LRN | 50 | 500 | $ | **215.34** |
| USA38JHP | 38 SPL+P | 125 gr. | JHP | 50 | 500 | $ | **200.29** |
| X38SPD | 38 SPL +P | 158 gr. | LHP-SWC | 50 | 500 | $ | **225.09** |
| Q4172 | 9MM | 115 gr. | FMJ | 50 | 500 | $ | **136.16** |
| WC91 | 9MM | 115 gr. | BEB - WinClean® | 50 | 500 | $ | **146.97** |
| USA9JHP | 9MM | 115 gr. | JHP | 50 | 500 | $ | **150.52** |
| USA9MM | 9MM | 124 gr. | FMJ | 50 | 500 | $ | **138.49** |
| WC92 | 9MM | 124 gr. | BEB - WinClean® | 50 | 500 | $ | **149.88** |
| USA9MM1 | 9MM | 147 gr | TCM | 50 | 500 | $ | **152.96** |
| WC93 | 9MM | 147 gr. | BEB - WinClean® | 50 | 500 | $ | **152.80** |
| USA9JHP2 | 9MM | 147 gr. | JHP | 50 | 500 | $ | **162.55** |
| Q4205 | 38 Super Auto | 130 gr. | FMJ | 50 | 500 | $ | **221.81** |
| Q4309 | 357 SIG | 125 gr. | FMJ - FN | 50 | 500 | $ | **253.08** |
| WC357SIG | 357 SIG | 125 gr. | BEB - WinClean® | 50 | 500 | $ | **219.95** |
| USA357SJHP | 357 SIG | 125 gr. | JHP | 50 | 500 | $ | **258.53** |
| Q4304 | 9X23MM Win | 124 gr. | Jacketed Flat Pt | 50 | 500 | $ | **244.38** |
| WC3571 | 357 MAG | 125 gr. | BEB - JSP - WinClean® | 50 | 500 | $ | **239.40** |
| Q4204 | 357 MAG | 110 gr. | JHP | 50 | 500 | $ | **232.14** |

***Handgun Training continued on next page***

### *Handgun - Training (continued)*

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| W40SWLF | 40 S&W | 120 gr. | Zinc FMJ SuperClean NT® LF | 50 | 500 | $ | **209.46** |
| USA40SW | 40 S&W | 165 gr. | FMJ | 50 | 500 | $ | **155.13** |
| WC401 | 40 S&W | 165 gr. | BEB - WinClean® | 50 | 500 | $ | **176.65** |
| Q4238 | 40 S&W | 180 gr. | FMJ | 50 | 500 | $ | **162.07** |
| WC402 | 40 S&W | 180 gr. | BEB - WinClean® | 50 | 500 | $ | **169.60** |
| USA40JHP | 40 S&W | 180 gr. | JHP | 50 | 500 | $ | **183.70** |
| USA10MM | 10MM | 180 gr. | FMJ | 50 | 500 | $ | **260.12** |
| Q4240 | 44 REM MAG | 240 gr. | JSP | 50 | 500 | $ | **352.61** |
| W45LF | 45 AUTO | 160 gr. | Zinc FMJ SuperClean NT® LF | 50 | 500 | $ | **232.14** |
| USA45A | 45 AUTO | 185 gr. | FMJ | 50 | 500 | $ | **176.81** |
| WC451 | 45 AUTO | 185 gr. | BEB - WinClean® | 50 | 500 | $ | **192.55** |
| Q4170 | 45 AUTO | 230 gr. | FMJ | 50 | 500 | $ | **187.36** |
| WC452 | 45 AUTO | 230 gr. | BEB - WinClean® | 50 | 500 | $ | **200.45** |
| USA45JHP | 45 AUTO | 230 gr. | JHP | 50 | 500 | $ | **205.91** |
| USA45CB | 45 COLT | 230 gr. | Lead Cowboy Action | 50 | 500 | $ | **297.22** |

## *WINCHESTER RIFLE - DUTY*

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| RA223BSTAY | 223 Rem | 55 gr. | Supreme Ballistic Silvertip™ | 20 | 1000 | $ | **950.82** |
| RA223RY | 223 Rem | 55 gr. | Pointed Soft Point | 20 | 1000 | $ | **711.79** |
| RA223R2Y | 223 Rem | 64 gr. | Powerpoint | 20 | 1000 | $ | **672.57** |
| RA223MY | 223 Rem | 69 gr. | Boat Tail Hollow Point | 20 | 1000 | $ | **915.31** |
| RA223SFY | 223 Rem | 55 gr. | Frangible SF™ Lead Free | 20 | 1000 | $ | **903.12** |
| USA556JF | 5.56 mm | 50 gr. | Jacketed Frangible-LF | 20 | 1000 | $ | **805.07** |
| RA556B | 5.56 mm | 64 gr. | Bonded - Solid Base | 20 | 1000 | $ | **1,261.93** |
| RA556M | 5.56 mm | 77 gr. | Boat Tail Hollow Point | 20 | 1000 | $ | **961.16** |
| RA556M855K | 5.56 mm | 62 gr. | Penetrator - Green Tip | 20 | 1000 | $ | **611.36** |
| X300BLKDS | 300 Blackout | 150 gr. | Extreme Point Polymer Tip | 20 | 200 | $ | **153.33** |
| X300BLKX | 300 Blackout | 200 gr. | Subsonic Expanding HP | 20 | 200 | $ | **164.41** |
| SUP300BLK | 300 Blackout | 200 gr. | Super Suppressed | 20 | 200 | $ | **152.16** |
| S65CM | 6.5 Creedmooor | 140 gr. | Boat Tail Hollow Point | 20 | 200 | $ | **232.41** |
| S65LR | 6.5 Creedmooor | 142 gr. | Accubond LR | 20 | 200 | $ | **341.53** |
| X65DS | 6.5 Creedmooor | 125 gr. | Extreme Point Polymer Tip | 20 | 200 | $ | **196.52** |
| RA3085 | 308 Win | 150 gr. | Power Point | 20 | 200 | $ | **193.24** |
| X3085 | 308 Win | 150 gr. | Power Point | 20 | 200 | $ | **191.33** |
| SBST308 | 308 Win | 150 gr. | Ballistic Silver Tip | 20 | 200 | $ | **274.75** |
| SBST308A | 308 Win | 168 gr. | Ballistic Silver Tip | 20 | 200 | $ | **277.03** |
| S308M | 308 Win | 168 gr. | Boat Tail Hollow Point | 20 | 200 | $ | **254.45** |
| X308SUBX | 308 Win | 185 gr. | Subsonic Expanding HP | 20 | 200 | $ | **194.83** |
| X3501BP | 350 Legend | 160 gr. | Power Max Bonded | 20 | 200 | $ | **202.88** |
| SUP350 | 350 Legend | 225 gr. | Super Suppressed | 20 | 200 | $ | **162.87** |
| X3501 | 350 Legend | 180 gr. | Power Point | 20 | 200 | $ | **184.86** |
| S338LCT | 338 LAPUA | 300 gr. | Accubond CT | 20 | 200 | $ | **891.51** |
| S338LM | 338 LAPUA | 250 gr. | Boat Tail Hollow Point | 20 | 200 | $ | **879.80** |

*SBST-Supreme Ballistic Silver Tip  PP - Power Point Knurl  SP-Soft Point  LF- Lead Free*

## WINCHESTER RIFLE - TRAINING

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| USA223R1KY | 223 Rem | 55 gr. | FMJ | 20 | 1000 | $ | 488.13 |
| W2231000 | 223 Rem | 55 gr. | FMJ - Bulk Pk | 1000 | 1000 | $ | 473.54 |
| USA223R3 | 223 Rem | 62 gr. | FMJ | 20 | 1000 | $ | 598.37 |
| Q3131KY | 5.56 mm | 55 gr. | FMJ | 20 | 1000 | $ | 487.60 |
| WM1931000 | 5.56 mm | 55 gr. | FMJ - Bulk Pk | 1000 | 1000 | $ | 473.54 |
| USA300BLK | 300 Blackout | 125 gr. | Open Tip | 20 | 200 | $ | 150.31 |
| USA300BLKX | 300 Blackout | 200 gr. | Open Tip | 20 | 200 | $ | 150.31 |
| USA65CM | 6.5 Creedmoor | 125 gr. | Open Tip | 20 | 200 | $ | 196.63 |
| USA3501 | 350 Legend | 145 gr. | Full Metal Jacket | 20 | 200 | $ | 132.82 |
| USA3081 | 308 Win | 147 gr. | FMJ - BT | 20 | 200 | $ | 179.35 |

## WINCHESTER SHOTSHELLS - RANGER & SUPER-X

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| RA1200SF | 12 GA | 2 3/4" | 00 Buck Frangible - Lead Free | 25 | 250 | $ | 438.36 |
| RA1200 | 12 GA | 2 3/4" | 9 Pellet 00 Buck - Low Recoil | 25 | 250 | $ | 187.25 |
| RA12005 | 12 GA | 2 3/4" | 9 Pellet 00 Buck - Low Recoil | 5 | 250 | $ | 180.20 |
| RA1200HD | 12 GA | 2 3/4" | 9 Pellet 00 Buck | 25 | 250 | $ | 200.34 |
| XB1200 | 12 GA | 2 3/4" | 9 Pellet 00 Buck | 5 | 250 | $ | 180.20 |
| XB121 | 12 GA | 2 3/4" | 16 Pellet 1 Buck | 5 | 250 | $ | 256.52 |
| XB124 | 12 GA | 2 3/4" | 27 Pellet 4 Buck | 5 | 250 | $ | 245.66 |
| RA12008 | 12 GA | 2 3/4" | 8 Pellet 00 Buck - Low Recoil | 25 | 250 | $ | 187.25 |
| RA120085 | 12 GA | 2 3/4" | 8 Pellet 00 Buck - Low Recoil | 5 | 250 | $ | 180.20 |
| RA12RSSF | 12 GA | 2 3/4" | Frangible Slug - Lead Free | 25 | 250 | $ | 542.46 |
| RA12RS15 | 12 GA | 2 3/4" | 1 oz. Rifled Slug - Low Recoil | 5 | 250 | $ | 192.92 |
| RA12RS15S | 12 GA | 2 3/4" | 1 oz. Segmenting Slug | 5 | 250 | $ | 206.17 |
| X12RS15 | 12 GA | 2 3/4" | 1 oz. Rifled Slug | 5 | 250 | $ | 190.27 |

## WINCHESTER SHOTSHELLS - TRAINING

| | | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|---|
| AAM12 * | 12 GA | 2 3/4" | 3 dr. 1 1/8oz. # 7 1/2 or 8 shot - Heavy | 25 | 250 | $ | 118.93 |
| AA12* | 12 GA | 2 3/4" | 2 3/4 dr 1 1/8oz # 7 1/2 or 8 shot-Light | 25 | 250 | $ | 118.93 |
| AAL12* | 12 GA | 2 3/4" | 2 3/4 dr. 1 oz. # 7 1/2 or 8 shot Xtra-Lite™ | 25 | 250 | $ | 114.37 |
| AA12FL8 | 12 GA | 2 3/4" | 2 3/4 dr. 1 1/8oz. # 8 shot - Low Recoil | 25 | 250 | $ | 117.13 |
| TRGT12M* | 12 GA | 2 3/4" | 3 dr. 1 1/8oz. # 7 1/2, 8 | 25 | 250 | $ | 97.10 |
| TRGT12* | 12 GA | 2 3/4" | 2 3/4 dr. 1 1/8oz. # 7 1/2,8 | 25 | 250 | $ | 97.10 |
| XU12 * | 12 GA | 2 3/4" | 3 1/4 dr. 1oz. # 6, 7 1/2,or 8 shot | 25 | 250 | $ | 95.45 |
| XU12H* | 12 GA | 2 3/4" | 3 1/4 dr. 1 1/8oz. # 4,6,7 1/2,or 8 shot Heavy | 25 | 250 | $ | 98.74 |
| AAH208 | 20 GA | 2 3/4" | 2 3/4 dr. 1 oz. # 8 shot - Heavy | 25 | 250 | $ | 112.36 |
| AA208 | 20 GA | 2 3/4" | 2 1/2 dr. 1 oz. # 8 shot | 25 | 250 | $ | 108.12 |

** note shot size when ordering*

## WINCHESTER RIMFIRE - 22 Caliber

| | | | rds / bx | rds / cs | | Case Price |
|---|---|---|---|---|---|---|
| WW22LRB | 22 Long Rifle | 40 gr. Dynaoint | 50 | 5000 | $ | 312.86 |
| X22LRPP | 22 Long Rifle | 40 gr. Power-Point | 50 | 5000 | $ | 393.26 |
| S22LRT | 22 Long Rifle | 40 gr. Blk Plated LRN-Bulk | 1000 | 2000 | $ | 137.09 |
| 22LR555HP | 22 Long Rifle | 36 gr. Copper Plated HP-Bulk | 555 | 5550 | $ | 359.66 |

***PRICES SUBJECT TO CHANGE WITHOUT NOTICE***

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: | May 13, 2025 |
| Re: | Preston Road Eighteen-Inch Water Line Repair, Bid 2025-041 |

**Action Requested:**
Consider and act to award bid 2025-044 for the repair and installation of an eighteen-inch waterline on Preston Road to Dickerson Construction Company Inc. at the unit prices listed in the amount of $100,500.00 plus ten percent contingency in the amount of $10,050.00 for the total amount not to exceed $110,550.00. (Figueroa)

**Background Information:**
The City issued Bid 2025-044 for the repair and installation of an existing eighteen-inch (18") waterline located along Preston Road, north of Settler Ridge road.

The existing waterline was originally installed in 2007 and is located in an area composed primarily of solid rock, creating additional construction challenges. During the initial installation, no casing or spacers were provided to protect the waterline where it crosses an entrance to private property.

As part of this project, the repair will include installing a new casing and spacers to better protect the waterline and reduce the risk of future failures. Given the existing rock conditions, it may be necessary to bore a larger hole to properly accommodate the new casing. Installing the casing and spacers will prevent the pipe from resting directly on the uneven rock surface, helping to minimize the potential for future damage. This will also preserve full access for the property owner and simplify any future maintenance or repairs if needed.

**Legal Review:**
Contract has been previously reviewed and approved.

**Supporting Documents:**

1. Presentation - Preston Road 18 inch Waterline Repair Bid 2025-041
2. LOCATION MAP
3. 2025-041 18 Waterline Repair Agreement - Partially
4. Agenda Recap - Final
5. Bid Tabulation by Line Item

**Financial Consideration:**

Funding is available through the current budget. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

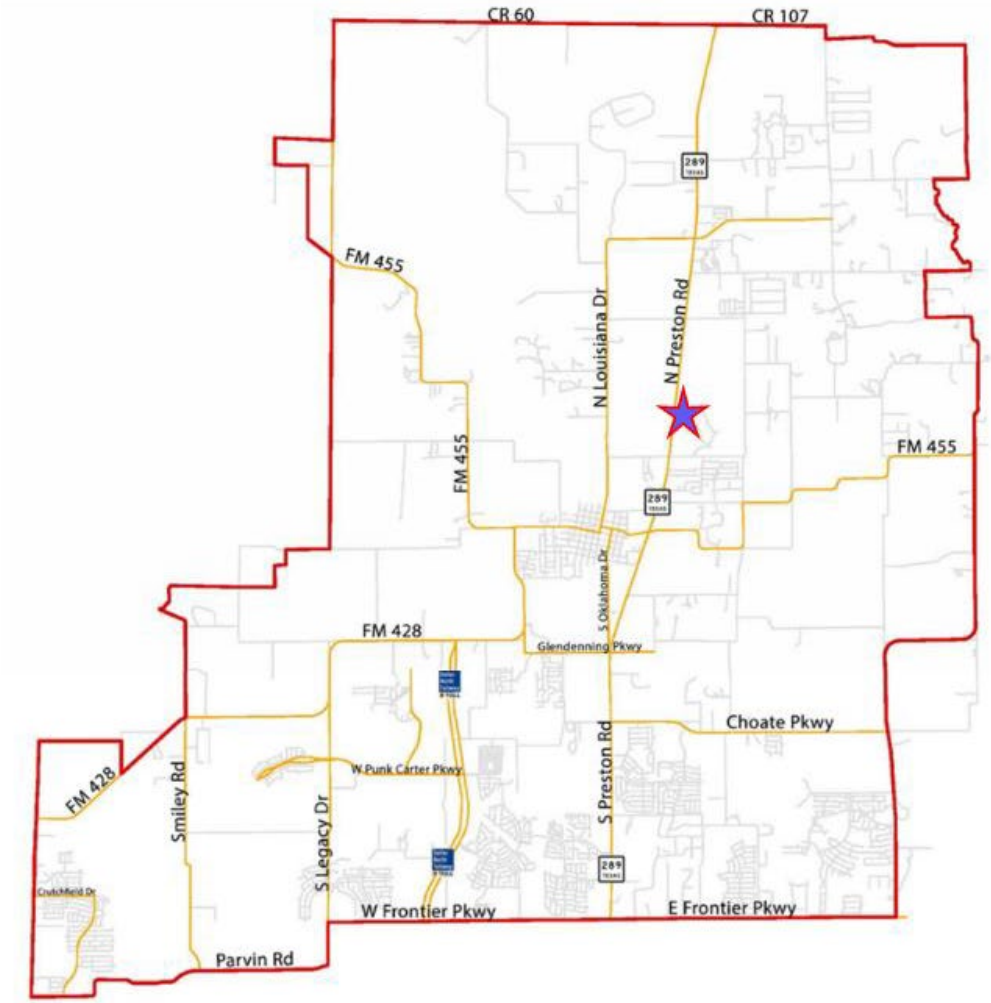
**Staff Recommendation:**

Staff recommends awarding the BID # 2025-044 as presented.

# Preston Road 18” Waterline Repair

Andrew Figueroa
May 13, 2025

# LOCATION MAP



# AGENDA OVERVIEW

- Consider and act to award bid 2025-044 for the construction and repair of the eighteen-inch waterline on Preston Road to Dickerson Construction Company Inc. at the unit prices listed in the amount of $100,500.00  plus ten percent contingency in the amount of $10,550.00 for the total amount not to exceed $110,550.00..

- 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.

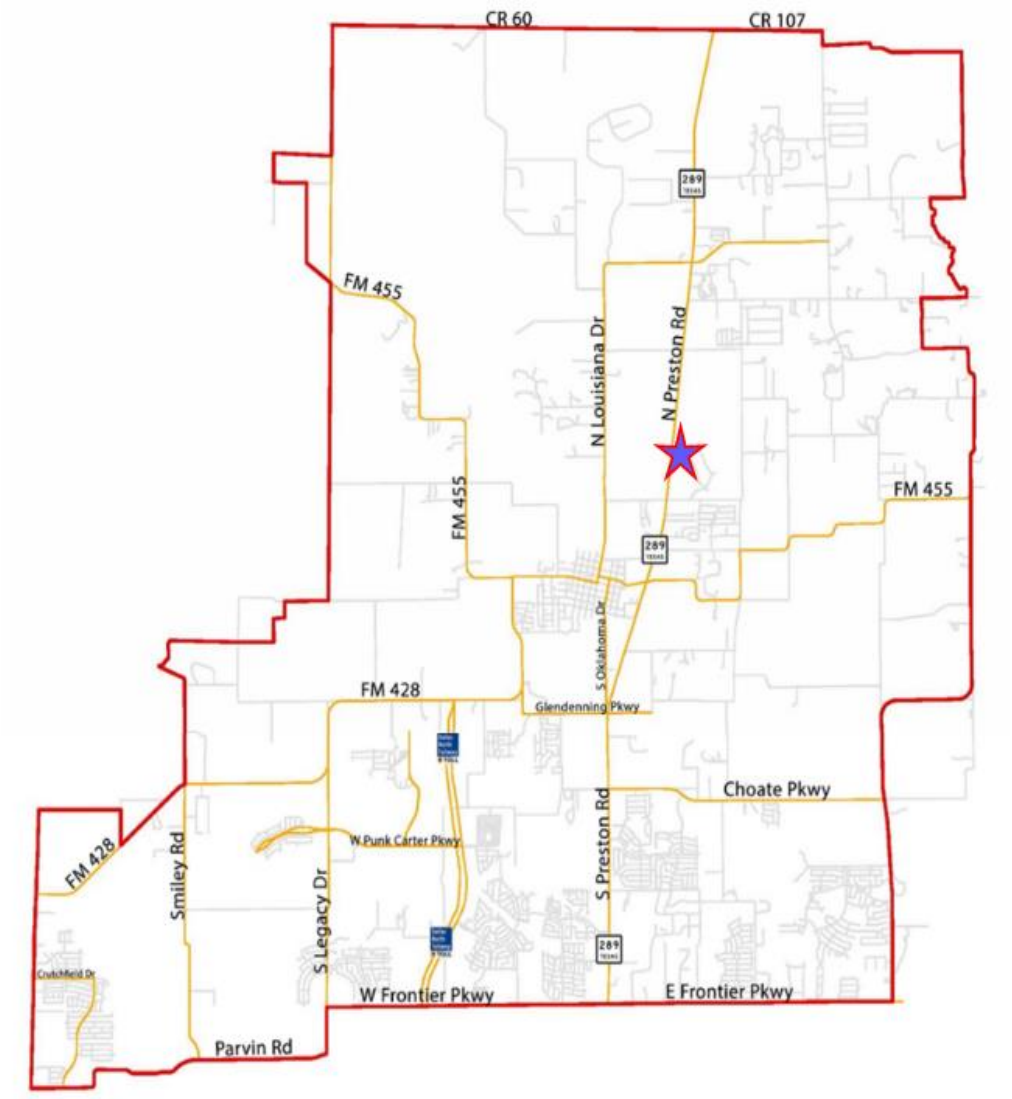
- Staff recommends awarding the BID # 2025-044 as presented.

# BACKGROUND & SCOPE OF WORK

- The project involves the repair and installation of an existing 18" waterline along Preston Road, North of Settler Ridge road.
- The waterline, originally installed in 2007, traverses an area with solid rock.
- The existing water line has a leaking section.
- No casing or spacers were installed originally at a private property entrance crossing.
- The contractor will install new casing and spacers to protect the pipe and reduce the risk of future damage.
- This project will protect the pipe from uneven rock surfaces, ensure full access for the property owner, and facilitate future maintenance. All work will comply with current City standards and specifications.

# QUESTIONS?

# 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 Dickerson Construction Company (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**
**18" Waterline Repair**
**BID 2025-041**

## 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 repair of approximately 100 linear feet of 18 inch waterline along Hwy 289.*

## ARTICLE 3 – ENGINEER

3.01 The Project has been designed by the **City of Celina,** 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 120 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: **$100,500.00**

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 **May 14th, 2025**

| **CITY OF CELINA, TEXAS** | **CONTRACTOR** |
|---|---|
| | Blake Dickerson<br>Blake Dickerson (Apr 28, 2025 13:38 CDT) |
| | Blake Dickerson<br>Printed Name & Title |
| | 04/28/2025<br>Date |
| Date | |
| Address for giving notices: | Address for giving notices: |
| **City of Celina**<br>**142 N. Ohio**<br>**Celina, TX 75009**<br>**469-813-4194**<br>**contracts@celina-tx.gov** | Dickerson Construction Co. Inc.<br>P.O. Box 181<br>Celina, TX 75009<br>972-382-2123<br>bddzip@sbcglobal.net |

**EJCDC® C-410, Bid Form for Construction Contract.**
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**CITY OF CELINA**
**SOLICITATION RECAP**

**SOLICITATION #: 2024-041**
**SOLICITATION NAME: 18" Waterline Repair**
**PROJECT #: N/A**

| | | | |
|---|---|---|---|
| Bid Opening Date | 4/14/25 | Bid Opening Time: | 10:00 AM |

| | |
|---|---|
| Number of Invitations Sent/Vendors Notified: | 989 |
| Number of Submissions: | 6 |
| Number of Non-Responsive Bids: | 0 |
| Number of Responsive Bids: | 6 |
| 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.

All vendors were deemed responsive and the responses and bid tabulation was sent to the department for their recommendation.

**Recommendation:**
Upon completion of the review, the requesting department recommends the following vendor(s):

| | |
|---|---|
| Recommended Vendor(s): | Dickerson Construction |
| Contract Term: | 21 days from the Notice to Proceed. |

Submitted By

4/14/25
Date

| Bid 2025-041 18" Waterline Repair | | | | Dickerson Construction Company Inc. | | BLACKROCK CONSTRUCTION (BRCT, LLC) | | J&L Construction, LLC. | | Maya Underground Contractors LLC | | Canary Construction, Inc. | | GRod Construction, LLC (GRod Construction LLC.) | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Line #** | **Description** | **QTY** | **UOM** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** |
| 1 | 18 Inch C 900 Pipe with bell joint restraints a | 100 | LF | $175.00 | $17,500.00 | $365.00 | $36,500.00 | $302.53 | $30,253.00 | $412.00 | $41,200.00 | $400.00 | $40,000.00 | $620.00 | $62,000.00 |
| 2 | 30 Inch PVC Casing | 80 | LF | $250.00 | $20,000.00 | $202.00 | $16,160.00 | $408.31 | $32,664.80 | $338.00 | $27,040.00 | $400.00 | $32,000.00 | $370.00 | $29,600.00 |
| 3 | Bore | 80 | LF | $700.00 | $56,000.00 | $660.00 | $52,800.00 | $565.83 | $45,266.40 | $672.00 | $53,760.00 | $600.00 | $48,000.00 | $1,000.00 | $80,000.00 |
| 4 | Excavate and Backfill with Site Restoration | 1 | LS | $7,000.00 | $7,000.00 | $4,075.00 | $4,075.00 | $7,887.00 | $7,887.00 | $14,300.00 | $14,300.00 | $30,000.00 | $30,000.00 | $6,500.00 | $6,500.00 |
| | | | **Total Price** | | **$100,500.00** | | **$109,535.00** | | **$116,071.20** | | **$136,300.00** | | **$150,000.00** | | **$178,100.00** |

Life Connected.

**Engineering**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Andy Glasgow, Director of Engineering |
| CC: | Kimberly Brawner, Assistant City Manager |
| Intiated by: | Andy Glasgow |
| Date: | May 13, 2025 |
| Re: | Professional Services Hydraulic and Hydrologic Review Amendment |

**Action Requested:**
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 $75,000.00. (Glasgow)

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

Freese and Nichols provide professional review services for on-call drainage review of hydraulic and hydrologic studies submitted by private development. These studies contain modeling data using specialized modeling software, such as the U.S. Army Corps of Engineers' HEC-RAS. The studies, often referred to as flood studies, are required by the City's Engineering Design Standards to ensure compliance with the City's Floodplain Ordinance and to ensure developments do not create adverse impacts downstream.

These professional services fees are reimbursed to the City from the development that submits the flood study for review. Fees are collected before the issuance of any development permit.

**Legal Review:**
Contract has been previously reviewed and approved.

**Supporting Documents:**
1. Item VII--H-- H&H Study On-call Amendment

2. Add serv.Amendment 2_On-Call_Drainage_Services

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

**Staff Recommendation:**
Staff recommends awarding the amendment as presented.

# PROFESSIONAL SERVICES ON-CALL HYDRAULIC AND HYDROLOGIC REVIEW

May 13th, 2025

# BACKGROUND

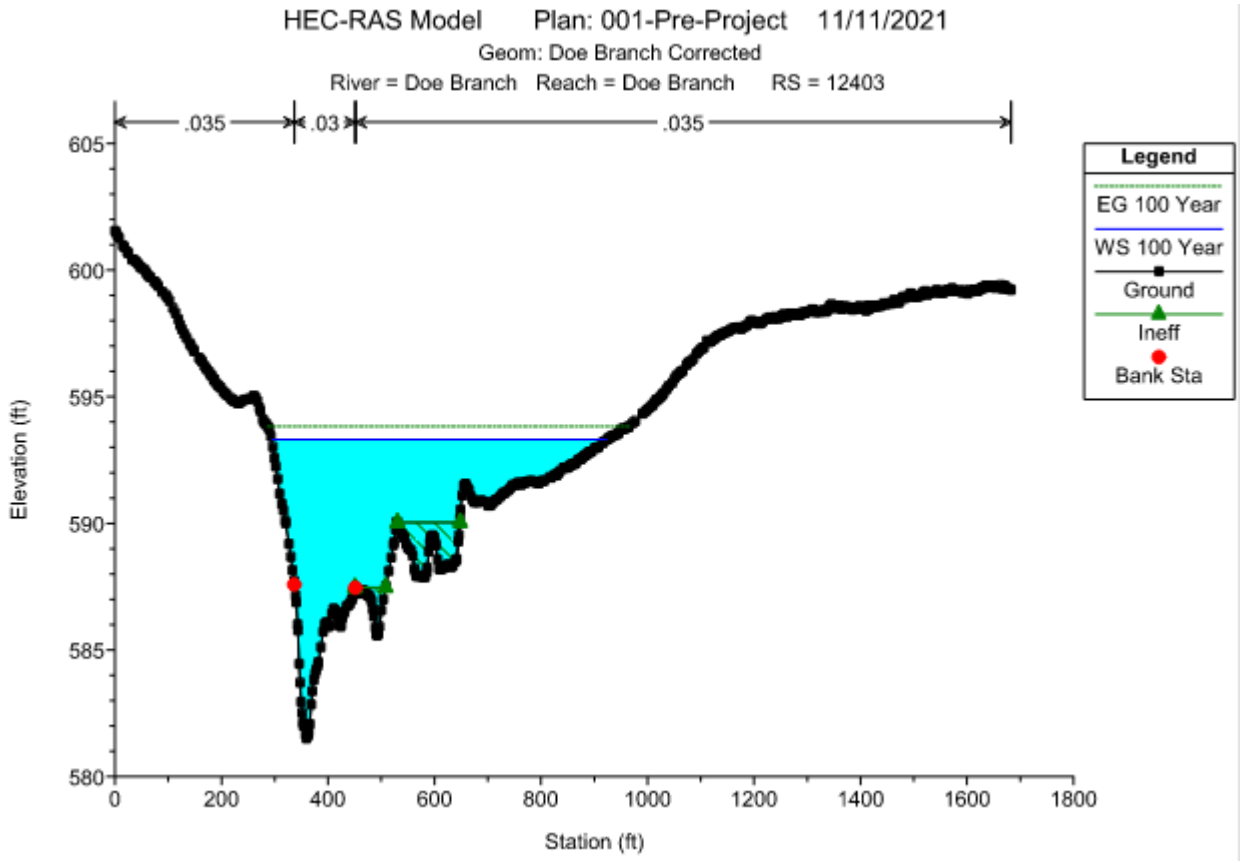
- Freese & Nichols, Inc (FNI) has an executed Master Services Agreement to provide drainage reviews.
- Developments are required to submit Hydraulic and Hydrologic (H&H) studies that meet the requirements of the City's design standards.
- Fiscal year 2025 on-call task order of $45,000.00 issued to FNI to review H&H studies. Each development reimburses the City for the professional review fees.

# DESIGN AMENDMENT

- FNI has completed reviews that have expended the task order amount. These fees are being reimbursed as the studies are approved.
- An additional $75,000 is being added to the task order to continue the reviews of the H&H studies as they are submitted

# H&H STUDIES

- Completed using HEC-HMS and HEC-RAS




RIVER: Doe Branch
REACH: Doe Branch RS: 12403

INPUT
Description:
Station Elevation Data num= 492

| Sta | Elev | Sta | Elev | Sta | Elev | Sta | Elev | Sta | Elev |
|---|---|---|---|---|---|---|---|---|---|
| 0 | 601.53 | 1.51 | 601.48 | 4.05 | 601.35 | 7.98 | 601.25 | 14.27 | 600.97 |
| 17.63 | 600.9 | 22.91 | 600.71 | 25.03 | 600.65 | 32.11 | 600.41 | 35.62 | 600.39 |
| 39.85 | 600.32 | 44.15 | 600.22 | 48.08 | 600.1 | 49.66 | 600.07 | 55.72 | 599.99 |
| 59.09 | 599.87 | 62.72 | 599.76 | 66.57 | 599.7 | 73.71 | 599.53 | 76.88 | 599.48 |
| 81.13 | 599.36 | 88.18 | 599.13 | 94.87 | 599.01 | 98.04 | 598.92 | 102.15 | 598.78 |
| 108.62 | 598.49 | 113.91 | 598.29 | 119.2 | 598.04 | 122.38 | 597.83 | 125.55 | 597.65 |
| 130.64 | 597.46 | 134.49 | 597.29 | 140.07 | 597.11 | 142.3 | 597.01 | 146.71 | 596.87 |
| 148.72 | 596.79 | 157.37 | 596.52 | 160.52 | 596.46 | 163.72 | 596.37 | 168.38 | 596.19 |
| 171.69 | 596.09 | 175.96 | 595.98 | 179.39 | 595.86 | 181.39 | 595.81 | 185.15 | 595.69 |
| 186.08 | 595.65 | 186.92 | 595.62 | 191.27 | 595.49 | 194.33 | 595.42 | 198.26 | 595.35 |
| 202.98 | 595.21 | 206.91 | 595.11 | 210.5 | 595.05 | 216.96 | 594.92 | 220.27 | 594.88 |
| 223.42 | 594.81 | 229.71 | 594.74 | 233.64 | 594.74 | 236.37 | 594.79 | 240.24 | 594.84 |
| 246.07 | 594.88 | 252.54 | 594.9 | 259.93 | 595 | 261.66 | 595 | 264.3 | 594.96 |
| 267.45 | 594.82 | 271.38 | 594.55 | 272.95 | 594.42 | 277.67 | 594.09 | 278.97 | 594.02 |
| 282.15 | 593.91 | 285.32 | 593.89 | 288.68 | 593.76 | 289.74 | 593.69 | 292.97 | 593.42 |
| 296.54 | 593 | 299.68 | 592.56 | 302.2 | 592.24 | 305.62 | 591.74 | 309.41 | 591.16 |
| 313.53 | 590.76 | 316.35 | 590.5 | 319.79 | 590.1 | 320.49 | 589.99 | 326.62 | 589.17 |
| 330.01 | 588.67 | 333.1 | 588.14 | 336.15 | 587.72 | 337.01 | 587.58 | 339.28 | 587.14 |
| 340.33 | 586.87 | 342.79 | 586 | 343.4 | 585.76 | 346.09 | 584.44 | 347.75 | 583.69 |
| 349.58 | 582.93 | 351.05 | 582.51 | 352.84 | 582.12 | 353.53 | 582 | 357.66 | 581.65 |
| 359.88 | 581.49 | 362.97 | 581.62 | 364 | 581.76 | 365.36 | 582.06 | 368.4 | 582.84 |
| 370.18 | 583.37 | 373.35 | 583.81 | 375.83 | 584.05 | 377.87 | 584.2 | 380.48 | 584.36 |
| 381.61 | 584.51 | 386.66 | 585.1 | 390.91 | 585.7 | 393.87 | 586.01 | 396.96 | 586.07 |
| 397.75 | 586.05 | 400.05 | 585.93 | 401.08 | 585.91 | 404.17 | 585.96 | 407.32 | 586.41 |
| 410.35 | 586.6 | 411.42 | 586.61 | 414.47 | 586.52 | 417.56 | 586.34 | 420.65 | 586 |
| 423.73 | 585.91 | 424.77 | 585.97 | 427.05 | 586.26 | 429.53 | 586.43 | 431.18 | 586.5 |
| 434.68 | 586.7 | 438.16 | 586.75 | 441.09 | 586.81 | 443.57 | 586.95 | 445.1 | 587 |
| 447.39 | 587.13 | 450.18 | 587.38 | 451.37 | 587.45 | 454.38 | 587.4 | 457.39 | 587.22 |

# QUESTIONS?

## AMENDMENT TO CONTRACT

## On-Call Professional Drainage Engineering Services

## Amendment 2

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and **Freese and Nichols, Inc.**, (hereinafter referred to as the "Provider") for **On-Call Professional Drainage Engineering Services**, (hereinafter referred to as the "Services"), the Owner and the Provider hereby agree as follows:

### AGREEMENT

Amendment 2 revises the total contract amount as indicated below:

a. Current contract amount: $105,000
b. Amount of this Amendment: $75,000
c. Revised Total Amount Authorized: $180,000

### AMENDMENT

This contract may only be amended by the written mutual agreement of both parties.

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

| **CITY OF CELINA** | **FREESE AND NICHOLS, INC.** |
|---|---|
| | Clayton C Barnard |
| Printed Name & Title | Clayton Barnard, Principal/ Vice President<br>Printed Name & Title |
| Date | April 18, 2025<br>Date |

Life Connected.

**Engineering**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Andy Glasgow, Director of Engineering |
| CC: | Kimberly Brawner, Assistant City Manager |
| Intiated by: | Andy Glasgow |
| Date: | May 13, 2025 |
| Re: | Little Elm Tributary H&H Update |

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**Action Requested:**
Consider and act to approve a work authorization for professional services to update the hydraulic and hydrologic study of the Little Elm Tributary by Freese and Nichols, Inc. for an amount not to exceed $100,000.00. (Glasgow)

**Background Information:**
On August 10, 2021, the City Council approved a task order for Freese and Nichols to complete a master hydrologic and hydraulic model for Little Elm Creek adjacent to the Uptown Development, the Cottages development, and the downtown water reclamation facility. The model was completed in June 2022 with input from city staff and the consultants representing the adjacent developments.

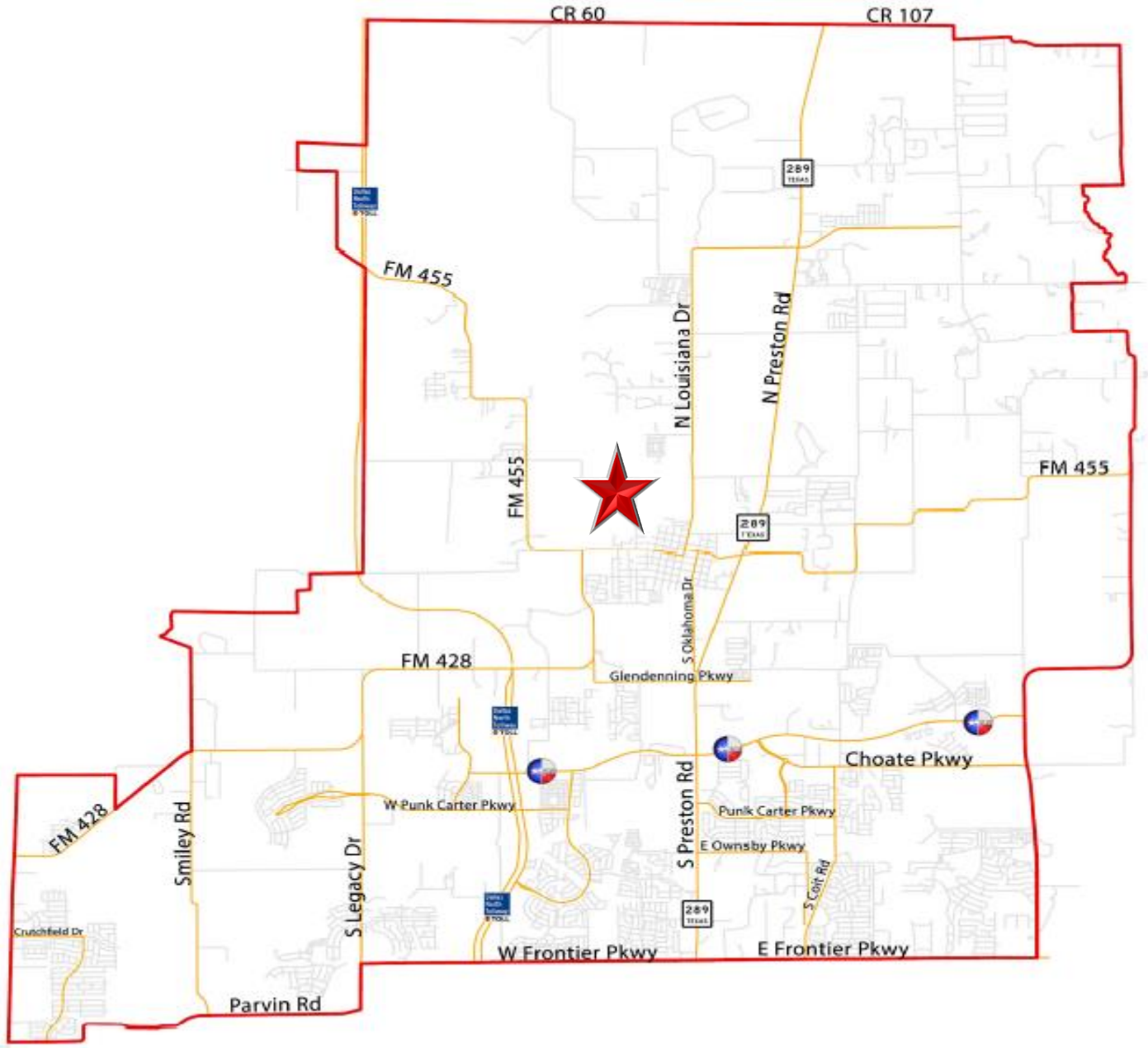
The model has since been used as the baseline study for multiple phases of Uptown, phase two of The Cottages, and the expansion of the downtown water reclamation facility to three million gallons per day (3MGD). The proposed task order combines all the completed studies of each development using the baseline study completed by Freese and Nichols.

**Legal Review:**
Contract has been previously reviewed and approved.

**Supporting Documents:**
1. Location map
2. Presentation Item VII--I-- Little Elm Tributary HH Update
3. Work Authorization to MSA - FNI_2025LEC_MasterModels_Updates

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

**Staff Recommendation:**
Staff recommends awarding the work authorization as presented.


CR 60
CR 107
FM 455
N Louisiana Dr
N Preston Rd
289
FM 455
FM 455
289
S Oklahoma Dr
FM 428
Glendenning Pkwy
Choate Pkwy
W Punk Carter Pkwy
Punk Carter Pkwy
E Owensby Pkwy
S Preston Rd
S Colt Rd
FM 428
Smiley Rd
S Legacy Dr
Crutchfield Dr
289
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

# LITTLE ELM TRIBUTARY HYDRAULIC AND HYDROLOGIC UPDATE

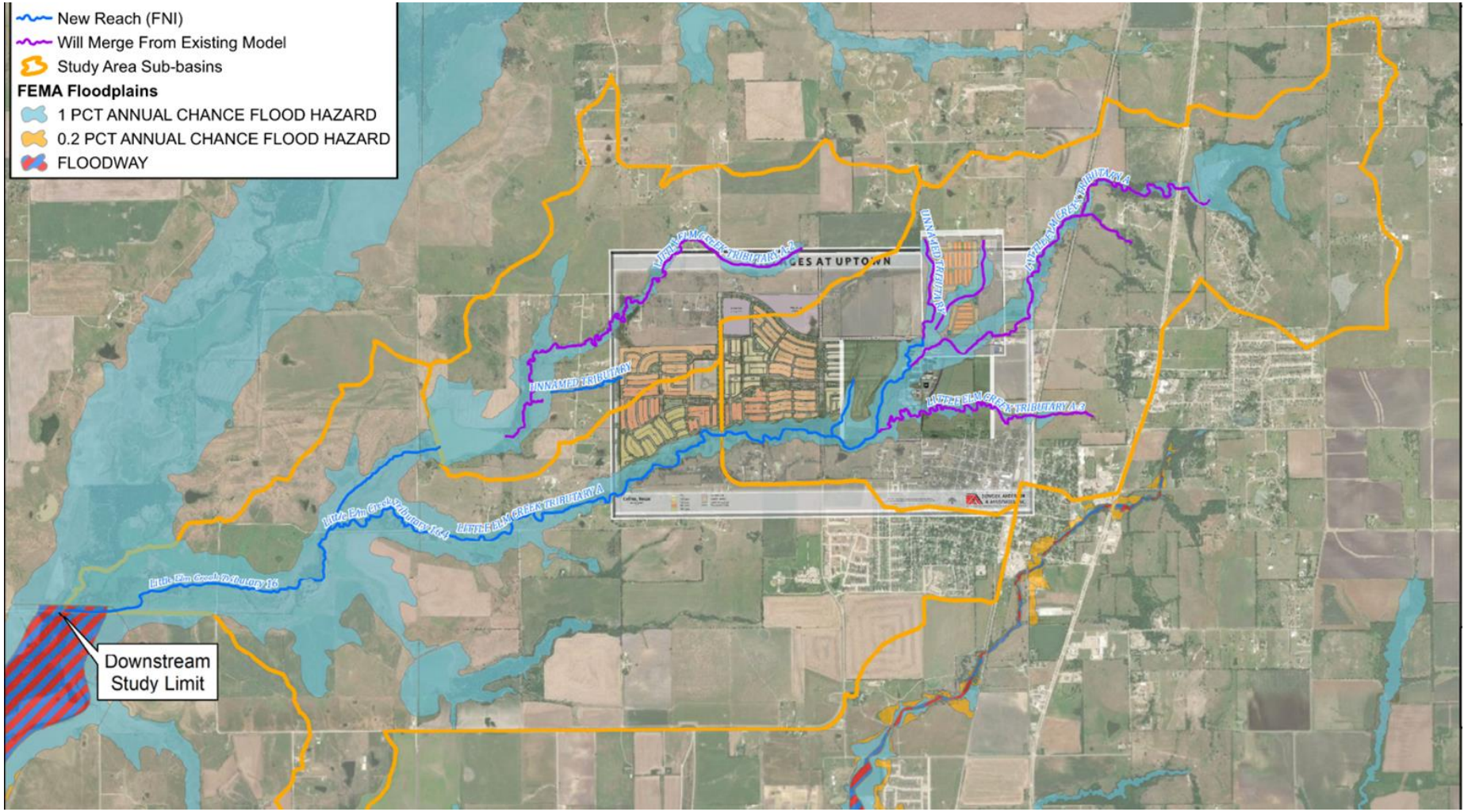
May 13th, 2025

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

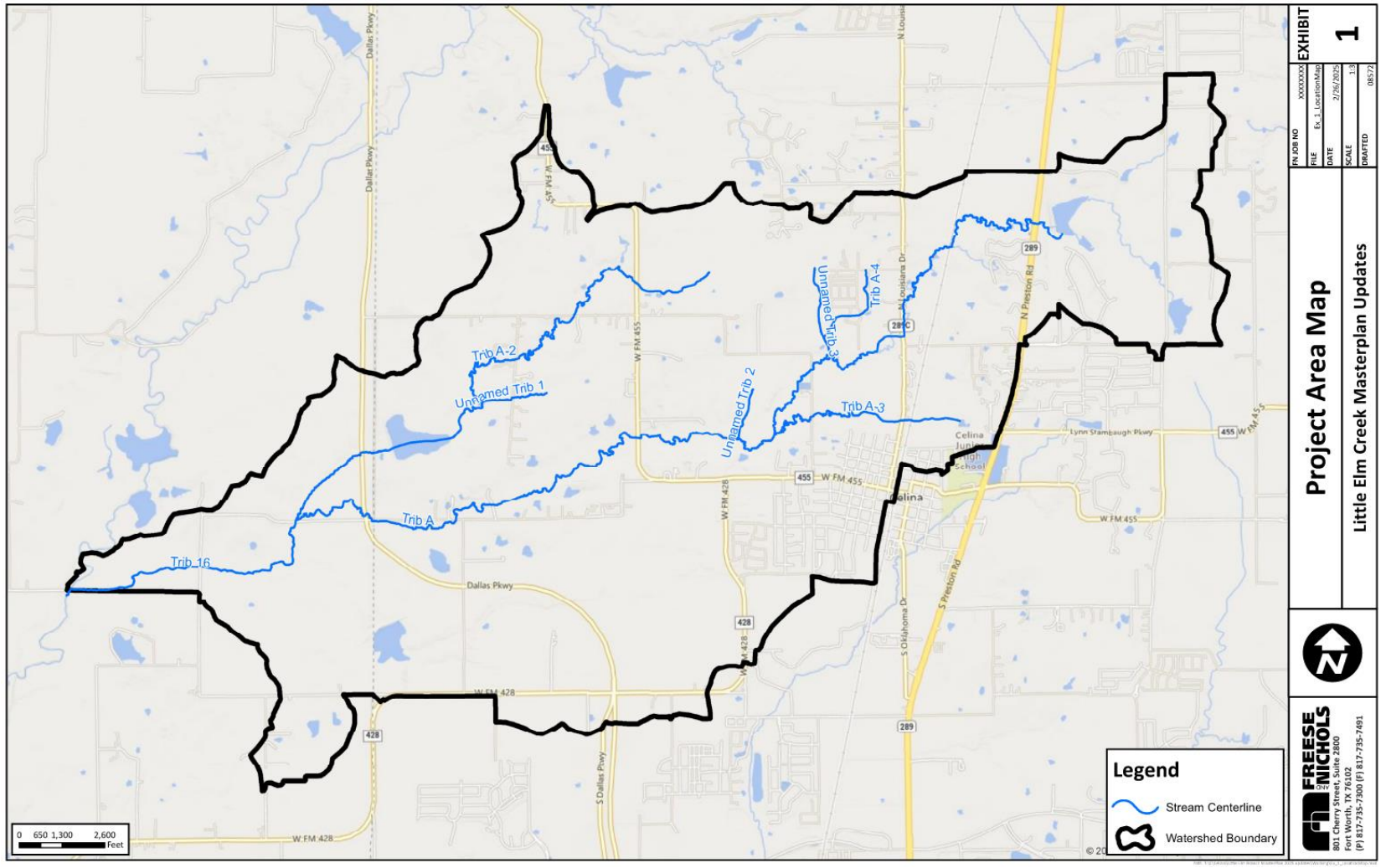
# BACKGROUND

- Freese & Nichols, Inc (FNI) complete the baseline hydrologic and hydraulic (H&H) master study of Little Elm Tributary in June 2022.
- Uptown development, The Cottages development, and the Downtown WRF have utilized the baseline study for H&H modeling.
- Proposed task order will combine all studies completed and update the Little Tributary as-built H&H files.

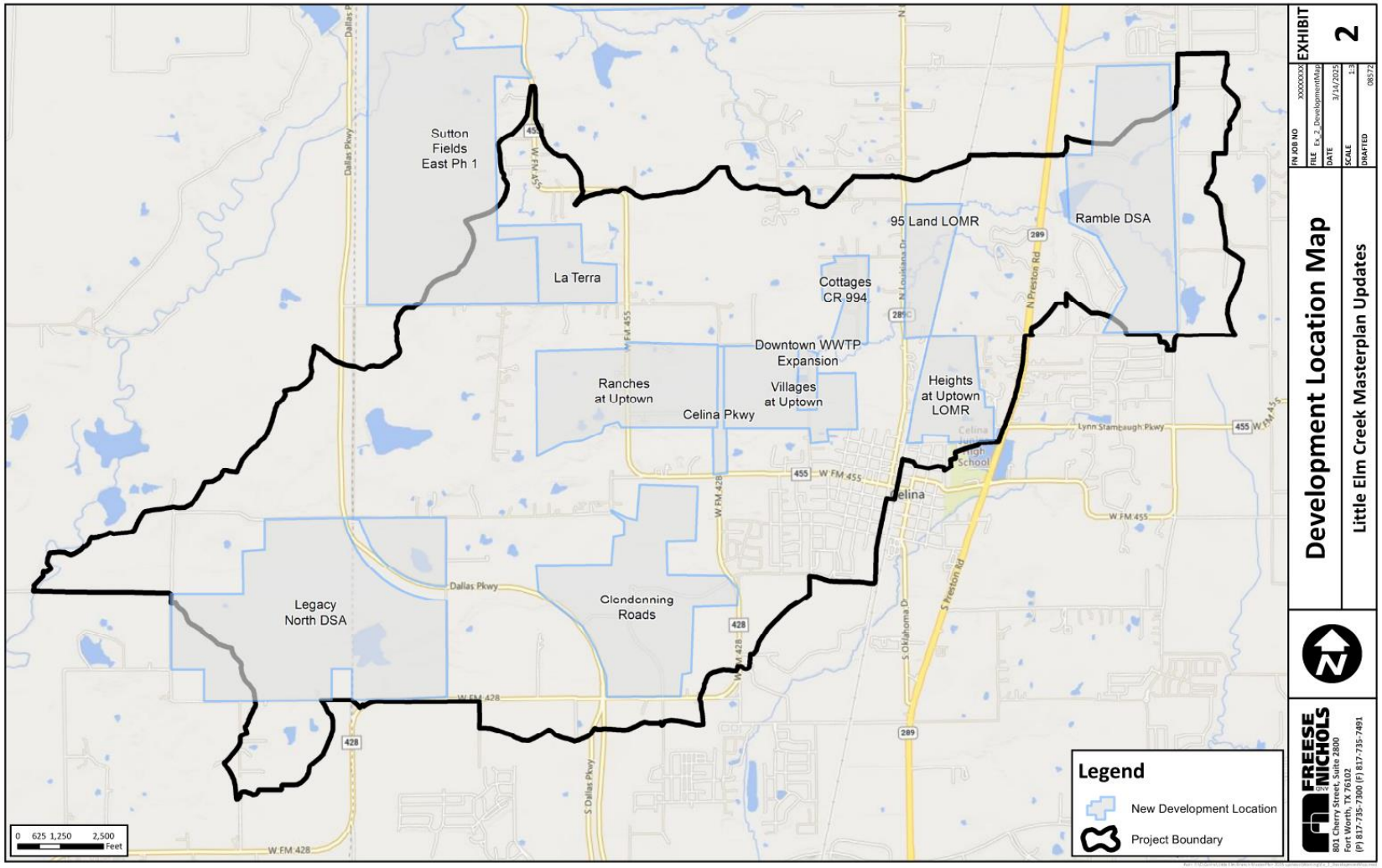
# LITTLE ELM TRIBUTARY



# LITTLE ELM TRIBUTARY BASELINE



# LITTLE ELM TRIBUTARY DEVELOPMENT



# SCOPE OF WORK

- Task 1 – Hydrologic Analysis
- Task 2 – Deliverables
- Task 3 – Hydraulic Analysis
- Task 4 – Technical Memorandum

# QUESTIONS?

# EXHIBIT B - WORK AUTHORIZATION

| MAPS # | 2021-0085 FNI | 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 **Freese and Nichols, Inc.** (Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

| | | | |
|---|---|---|---|
| **Project Name:** | 2025 Little Elm Creek Master Hydrologic and Hydraulic Model Updates | | |
| **Engineer Project #:** | | **Work Authorization Date:** | |
| **Engineer:** | Freese and Nichols, Inc.. | | |
| **Purchase Order#:** | | **Project #:** | |
| **Engineer Representative** | David Rivera | **Owner Representative:** | Andy Glasgow |

**INVOICE SUBMITTAL**

| | |
|---|---|
| Billing Period: | Monthly-for the full month (1-31) |
| Submission Date: | Submit invoice by the 10th of each month. |
| Invoice Instructions:<br><br>**Electronic Submission is preferred.** | Email to: accountspayable@celina-tx.gov & **aglasgow@celnia-tx.gov**<br><br>Mail to: City of Celina<br>Accounts Payable<br>142 N. Ohio<br>Celina, TX 75009<br><br>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** |
|---|---|
| | Scott Hubley<br>Digitally signed by Scott Hubley<br>DN: C=US, E=skh@freese.com, O=ARC JV, OU="Freese and Nichols, Inc.", CN=Scott Hubley<br>Date: 2025.05.05 17:02:01-05'00' |
| Signature | Signature |
| | Principal/Vice-President |
| Printed Name & Title | Printed Name & Title |
| | 5/5/25 |
| Date | Date |

**EXHIBIT A**
**SCOPE OF WORK**

## Project Understanding:

Freese and Nichols, Inc. (FNI) completed the initial Little Elm Creek (LEC) Master Hydrologic and Hydraulic (H&H) Models in June 2022. Since then, significant urban development has altered the basin's hydrologic and hydraulic characteristics. Recognizing the need to reflect these rapid changes, the City of Celina has requested FNI to update the 2022 LEC Master H&H Models with the most current available data.

As part of this effort, FNI will update the LEC Master H&H Models under Existing and Fully Developed Conditions. The updated models will cover Little Elm Creek Tributary 16, Tributary 16.4, Tributary A, Tributary A-2, Tributary A-3, and Tributary A-4 (**Exhibit 1**). The study area encompasses approximately 17 miles of streams across 7,650 acres.

The City of Celina will use the updated models to support floodplain regulation and management within the study area. Additionally, private developers will rely on these City-approved Master Models as a benchmark when evaluating the hydrologic and hydraulic impacts of their proposed developments.

## Basic Services:

FNI shall render the following professional services in connection with the development of the Project:

### Project Management

1. **Kickoff Meeting** – Organize and conduct a kickoff meeting with City Staff to review the scope of work, project schedule, and budget. Identify any special conditions that may impact the study, confirm project objectives, and discuss administrative requirements and expectations set by the City. Document key takeaways and action items from the meeting.
2. **Ongoing Project Coordination** – Hold regular internal project meetings to monitor progress, address challenges, and coordinate team efforts.
3. **Quality Management** – Oversee internal team efforts to ensure project tasks align with scope, budget, and schedule. Implement a structured Quality Control (QC) review process for all deliverables to maintain accuracy, consistency, and compliance with City standards and industry best practices.
4. **Project Scheduling and Updates** – Develop a detailed project schedule in Microsoft Project, outlining major tasks, milestones, and deadlines. Provide monthly updates, incorporating necessary revisions to keep the project on track. The project schedule will not be resource-loaded.
5. **Reporting and Invoicing** – Prepare and submit monthly status reports summarizing key project activities, schedule progress, potential scope changes, and risk mitigation efforts. Submit monthly invoices with supporting documentation.

### Task 1 – Data Assessment

1. **Review of Existing Data** – FNI will review previously approved flood studies, downstream assessments, Conditional/Letter of Map Revision (C/LOMR) submittals, survey data, proposed development plans, and record drawings within the study area. Since FNI reviews these studies on behalf of the City, we anticipate that most of the necessary data is already in-house. However, additional information may exist through other channels. To account for this, FNI will submit a single data request to the City to obtain any missing or supplemental data. A prompt response from the City is important to keep the project on schedule, and FNI anticipates receiving the requested data within **two weeks** of submission.

2. **Site Verification** – FNI will conduct one (1) site visit to verify and document the condition of existing cross-drainage structures.
3. **Base Map Preparation** – FNI will develop a base map of existing conditions, incorporating key hydrologic and hydraulic features such as streams, road crossings, drainage structures, watershed boundaries, topography, and aerial imagery.
4. **Data Cutoff Policy** – To maintain project efficiency, FNI will not incorporate newly proposed developments without an approved downstream assessment if submitted more than **two months** after Notice to Proceed (NTP).

**Task 2 – Hydrologic Analysis**

1. **Review of City-Approved Hydrologic Models** – FNI will review City-approved hydrologic models within the study area, as defined in **Exhibit 2**, covering downstream assessments accepted between July 2022 and March 2025. City-approved studies not listed below may be incorporated if submitted within **two months after NTP**; however, any additional work required will be considered **Additional Service**. Hydrologic parameters from these studies will be adopted once **final City approval** is provided:
    - La Terra Updates (Accepted 7/26/2022)
    - Downtown WWTP Expansion H&H Study (Accepted 10/20/2023)
    - Ranches at Uptown DSA (Accepted 1/25/2024)
    - Sutton Fields East Ph 1 DSA (Accepted 2/26/2024)
    - Legacy North DSA (Accepted 4/25/2024)
    - Celina Parkway DSA (Accepted 9/9/2024)
    - The Cottages CR 994 Pond (Accepted 2/17/2024)
    - 95 Land LOMR (Accepted 12/13/2024)
    - Ramble DSA *(Pending Approval)*
    - The Cottages Phase 2 *(Pending Approval)*
    - Villages at Uptown *(Pending Approval)*
    - Heights at Uptown LOMR *(Pending Approval*)
    - Glendenning Roads Updates *(Pending Approval*)
2. **Model Integration and Updates** – FNI will merge and update the City-approved HEC-HMS models for the study area. The hydrologic model will continue to use HEC-HMS version 4.8.
3. **Watershed and Sub-Watershed Updates** – Watershed and sub-watershed boundaries from City-approved models will serve as the baseline and will be refined as needed to capture the required level of detail for the update.
4. **Hydrologic Parameter Updates** – Hydrologic parameters for Existing and Fully Developed Conditions will be updated based on City-approved studies, with refinements where necessary to reflect current conditions.
5. **Basin Routing Parameter Updates** – Routing parameters will be updated using:
    a. Modified Puls method where hydraulic models are available.
    b. Muskingum-Cunge method in other areas.
    c. Existing parameters from City-approved studies will be used as a starting point.

6. **Model Refinement and Hydrologic Analysis** – The HEC-HMS model will be refined, and separate models will be developed for Existing and Fully Developed Conditions. The analysis will apply the Soil Conservation Service (SCS) unit hydrograph methodology to determine discharges for the 2-, 5-, 10-, 25-, and 100-year storm events per the City of Celina Engineering Standards (January 2024).

**Task 2 Deliverables**:

a. Updated HEC-HMS model for Existing and Fully Developed Conditions.

**Task 3 – Hydraulic Analysis**

1. **Review City-Approved Hydraulic Models** – FNI will review City-approved hydraulic models within the study area, as defined in **Task 2-1** (**Exhibit 2**). Hydraulic models from studies not listed in **Task 2-1** may be incorporated if submitted within **two months after NTP**; however, any additional work required will be considered **Additional Service**.
2. **Model Integration and Updates** – FNI will merge and update the City-approved HEC-RAS models for the study area. The master hydraulic model will continue to use HEC-RAS version 6.0.
3. **Existing Conditions Model Development** – The HEC-RAS model will be refined to create the Existing Conditions model. Updates to cross-drainage structures (culverts, bridges), model cross sections, and river reaches will be based solely on data provided in the City-approved studies listed in **Task 2-1**.
4. **Routing Analysis Review** – FNI will review the routing analysis and update it as needed to modify or correct Modified Puls parameters, which will be included in the hydrologic model routing reaches.
5. **Hydraulic Model Execution** – The Existing Conditions hydraulic model will be executed using the Existing and Fully Developed discharges for the 2-, 5-, 10-, 25-, and 100-year storm events.
6. **Floodplain Development** – FNI will develop the 100-year floodplains for Existing and Fully Developed Conditions within the study area stream limits.
7. **Preliminary Floodplain Review Meeting** – FNI will meet once with the City to review preliminary floodplain results and gather feedback.
8. **Comment Resolution** – FNI will address one round of consolidated review comments from the City.

**Task 3 Deliverables**:

a. Existing Conditions HEC-RAS model (Existing and Fully Developed hydrology).
b. Existing and Fully Developed conditions 100-year floodplains (provided as pdf maps and GIS files).

**Task 4 – Technical Memorandum**

1. **Draft Technical Memorandum** – FNI will prepare a Draft Technical Memorandum documenting the Master Plan methodology, analysis, and results. The draft will be submitted to the City electronically in PDF format for review.
2. **City Review and Revisions** – FNI will address one round of consolidated comments from the City and revise the Technical Memorandum accordingly.
3. **Final Technical Memorandum** – FNI will submit the Final sealed Technical Memorandum in PDF format following the City's review and comment resolution.

**ADDITIONAL SERVICES:**

The following services are additional and shall not be included in the Scope of Services unless specifically approved by the CITY. FNI shall inform the CITY when a particular service falls into the "Additional Services" category.

1. Revisions to existing H&H models or creation of new models for areas not identified in **Exhibit 2**.
2. Preparation of CLOMR or LOMR submittals to FEMA.
3. Update or creation of floodway models.
4. Preparation of FIS documents such as profiles, summary of discharges table, or floodway data tables.
5. Alternatives analysis for flood risk mitigation.
6. Visits to the project areas or City facilities in excess of the number of trips, coordination meetings or contract completion activities as defined in Basic Services.
7. Providing environmental investigations coordination with environmental resource agencies, jurisdictional determinations, and state or federal permitting.
8. Acquisition of individual federal or state permits that may be required.
9. Public meetings or other public outreach efforts.
10. Preparation of applications and supporting documents for government grants, loans, or planning advances for public works projects.
11. Appearances before regulatory agencies other than the City.
12. Assistance to the City as an expert witness in any litigation with third parties arising from the development of the Project.
13. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
14. Providing basic or additional services on an accelerated time schedule. The scope of this service does not include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.

## EXHIBIT B

**ENGINEERING FEE SUMMARY:**

FNI proposes to furnish services as described herein for a Lump Sum fee of One Hundred Thousand Dollars ($100,000). If FNI sees the Scope of Services changing so that Additional Services are needed, FNI will notify the City for their approval before proceeding.

| **BASIC SERVICES** | | **AMOUNT** |
|---|---|---|
| Task 1 | Data Assessment | $5,800 |
| Task 2 | Hydrologic Analysis | $26,600 |
| Task 3 | Hydraulic Analysis | $48,400 |
| Task 4 | Technical Memorandum | $19,200 |
| | **TOTAL** | **$100,000** |

## EXHIBIT C
## TIMELINE

**PROJECT SCHEDULE:**

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services per the following schedule:

| 2025 LITTLE ELM CREEK MASTER HYDROLOGIC AND HYDRAULIC MODEL UPDATES | | | |
|---|---|---|---|
| **Task** | **Item Description** | **Total Days** | **Schedule Month - Start** |
| | Notice to Proceed | 0 | June 2025 |
| 1 | Data Assessment | 10 | June 2025 |
| 2 | Hydrologic Analysis | 90 | June 2025 |
| 3 | Hydraulic Analysis | 120 | September 2025 |
| 4 | Technical Memorandum | 30 | January 2026 |

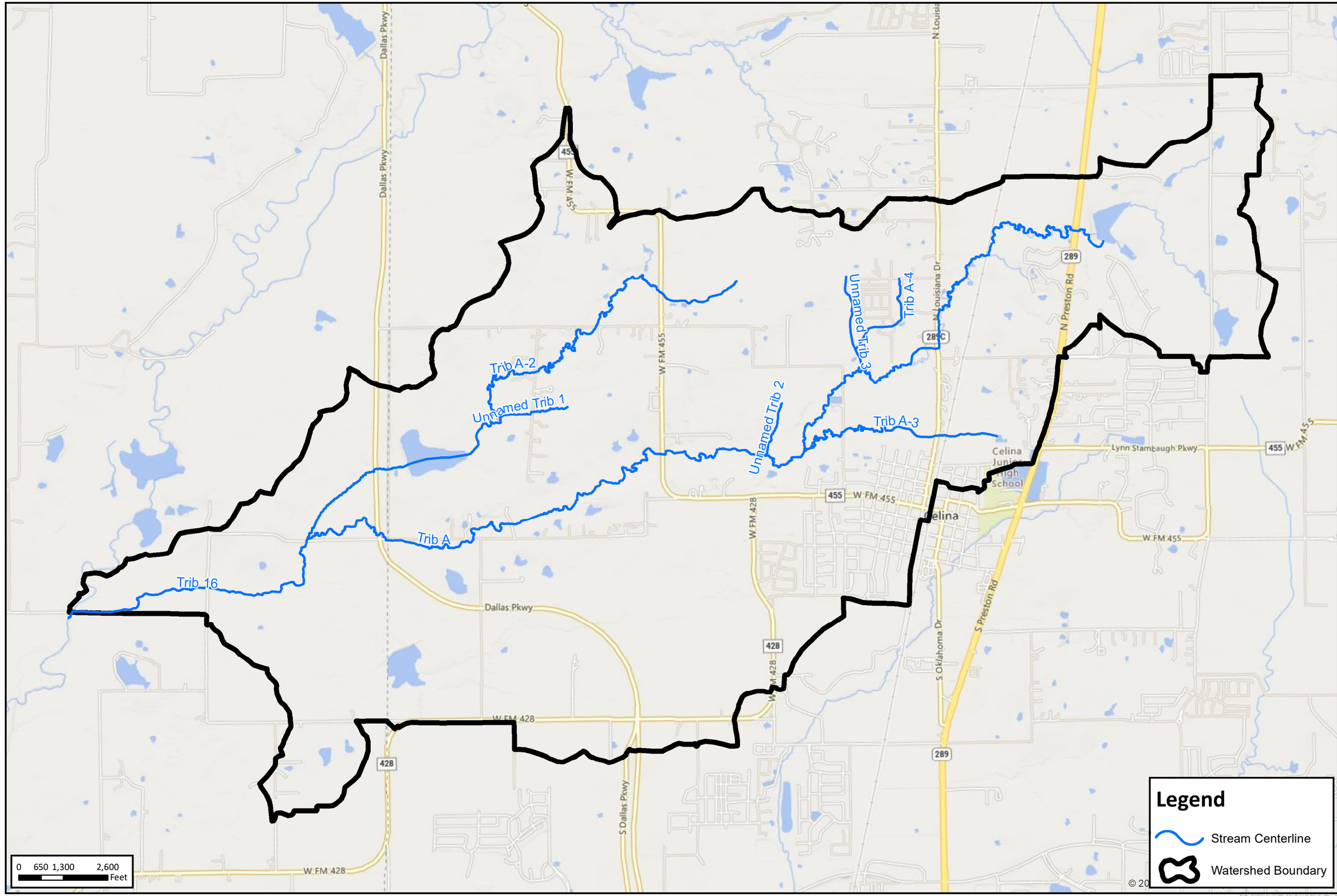
If FNI's services are delayed through no fault of FNI, FNI shall be entitled to an equitable adjustment of rates and amounts of compensation and FNI shall be entitled to adjust the contract schedule consistent with the number of days of delay.

## EXHIBIT D
## DELIVERABLES

**Task 2 – Hydrologic Analysis**
- Updated HEC-HMS model for Existing and Fully Developed Conditions.

**Task 3 – Hydraulic Analysis**
- Existing Conditions HEC-RAS model (Existing and Fully Developed hydrology).
- Existing and Fully Developed conditions 100-year floodplains (provided as pdf maps and GIS files).

**Task 4 – Technical Memorandum**
- Draft Technical Memorandum (pdf)
- Final Technical Memorandum (pdf)




# Project Area Map

## Little Elm Creek Masterplan Updates

EXHIBIT 1

| | |
|---|---|
| FN JOB NO | XXXXXXXX |
| FILE | Ex_1_LocationMap |
| DATE | 2/26/2025 |
| SCALE | 1:3 |
| DRAFTED | 08572 |

FREESE NICHOLS
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
(P) 817-735-7300 (F) 817-735-7491

© 20

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Sutton Fields East Ph 1

La Terra

95 Land LOMR

Ramble DSA

Cottages CR 994

Downtown WWTP Expansion

Ranches at Uptown

Villages at Uptown

Celina Pkwy

Heights at Uptown LOMR

Legacy North DSA

Glendenning Roads

Dallas Pkwy

W FM 455

W FM 428

N Preston Rd

S Preston Rd

S Oklahoma Dr

N Louisiana Dr

Lynn Stambaugh Pkwy

Celina High School

Celina

289

428

455

0 625 1,250 2,500 Feet

## Legend

- New Development Location
- Project Boundary

# Development Location Map

## Little Elm Creek Masterplan Updates

EXHIBIT 2

| | |
|---|---|
| FN JOB NO | XXXXXXXX |
| FILE | Ex_2_DevelopmentMap |
| DATE | 3/14/2025 |
| SCALE | 1:3 |
| DRAFTED | 08572 |

FREESE AND NICHOLS
801 Cherry Street, Suite 2800
Fort Worth, TX 76102
(P) 817-735-7300 (F) 817-735-7491

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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: | May 13, 2025 |
| Re: | Legacy Hills ROW License Agreement for Roundabout Landscape Maintenance |

**Action Requested:**
Consider and act to authorize an agreement with North Parkway Municipal Management District No. 1 for the occupation and usage of the City right-of-way adjacent to the property for the installation of aesthetic improvements. (Glasgow)

**Background Information:**
This agreement allows North Parkway Municipal Management District No. 1, to occupy and use the City's right-of-way adjacent to the property in a beneficial manner, provided that such use complies with the City's Ordinances and Policy for use of the public right-of-way.

This right-of-way license agreement stipulates that improvements within the public right-of-way shall be maintained in safe, neat, and good physical conditions. Any improvements to the license area shall be maintained by the licensee.

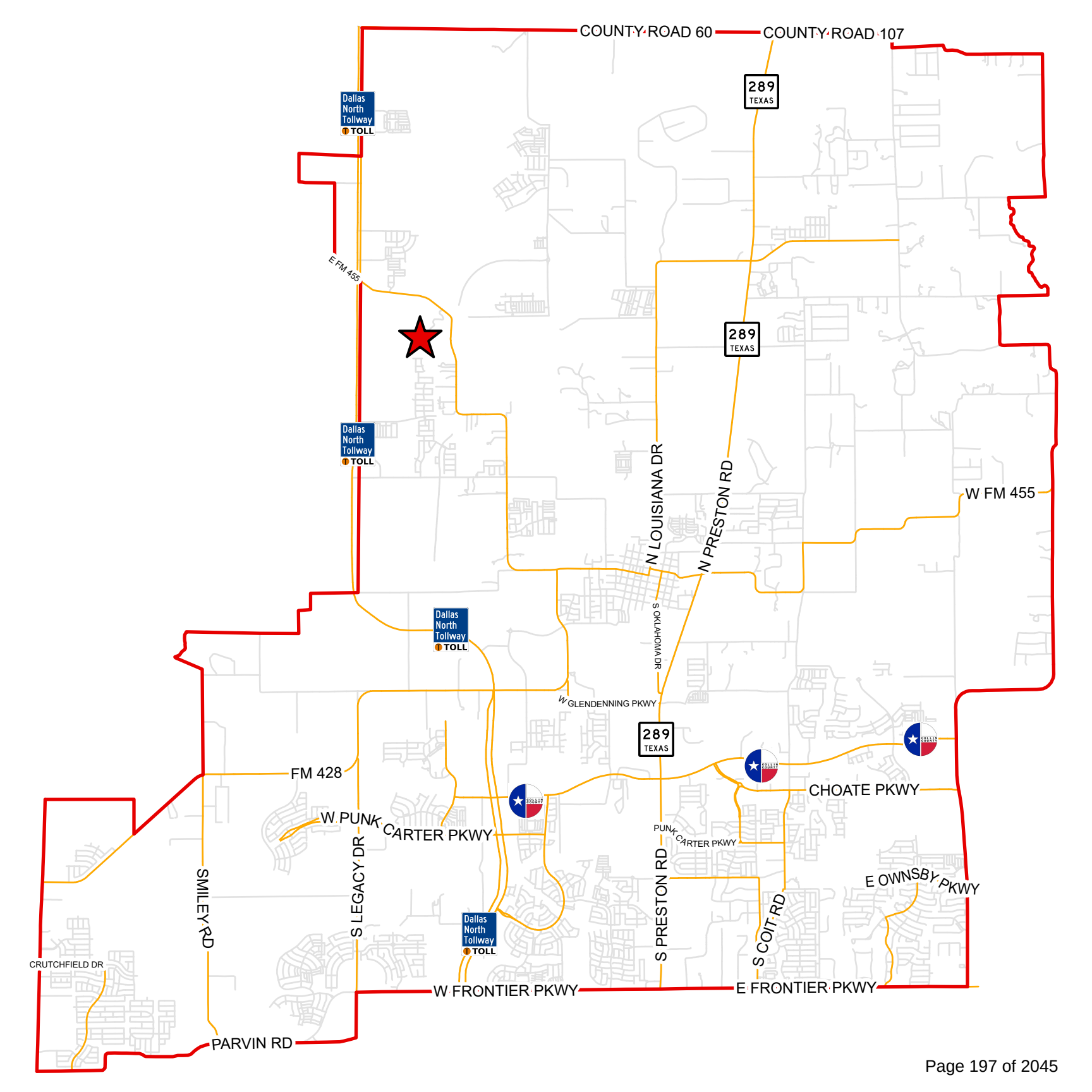
**Legal Review:**
This agreement has been previously reviewed and approved.

**Supporting Documents:**
1. Location Map
2. VII.J. Legacy Hills ROW License Agreement Presentation
3. NPMMD No. 1 - License Agreement District

**Financial Consideration:**

N/A

**Staff Recommendation:**
Staff recommends approval of the agreement as presented.


COUNTY ROAD 60
COUNTY ROAD 107
289 TEXAS
Dallas North Tollway TOLL
E FM 455
N LOUISIANA DR
N PRESTON RD
W FM 455
S OKLAHOMA DR
W GLENDENNING PKWY
FM 428
CHOATE PKWY
W PUNK CARTER PKWY
PUNK CARTER PKWY
S LEGACY DR
SMILEY RD
S PRESTON RD
S COIT RD
E OWNSBY PKWY
CRUTCHFIELD DR
W FRONTIER PKWY
E FRONTIER PKWY
PARVIN RD

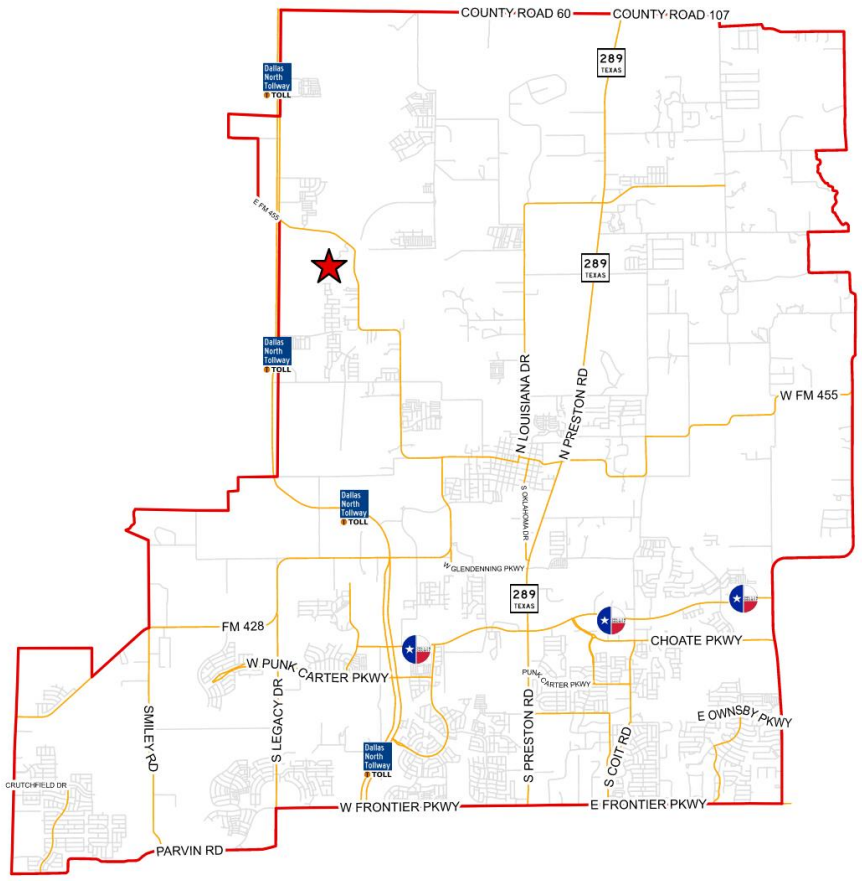
# LEGACY HILLS ROW LICENSE AGREEMENT

AGREEMENT FOR LEGACY HILLS TO MAINTAIN LANDSCAPING WITHIN THE ROW

May 13, 2025

Andy Glasgow, PE, PMP,CFM

# LOCATION MAP



# FACTS

A. Legacy Hills will be maintaining the landscaping and hardscaping within the center island of the Roundabout in Legacy Drive and Celina Parkway.

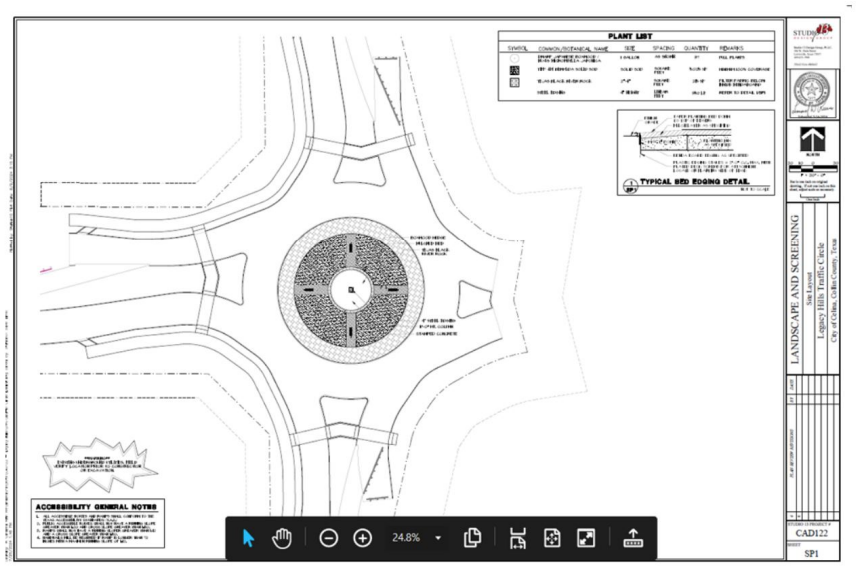
B. The improvements in the Licensed Area shall be maintained in a safe, neat, and good physical condition, good repair, and working order.

C. Irrigation can be from either metered city supply or privately owned irrigation wells.

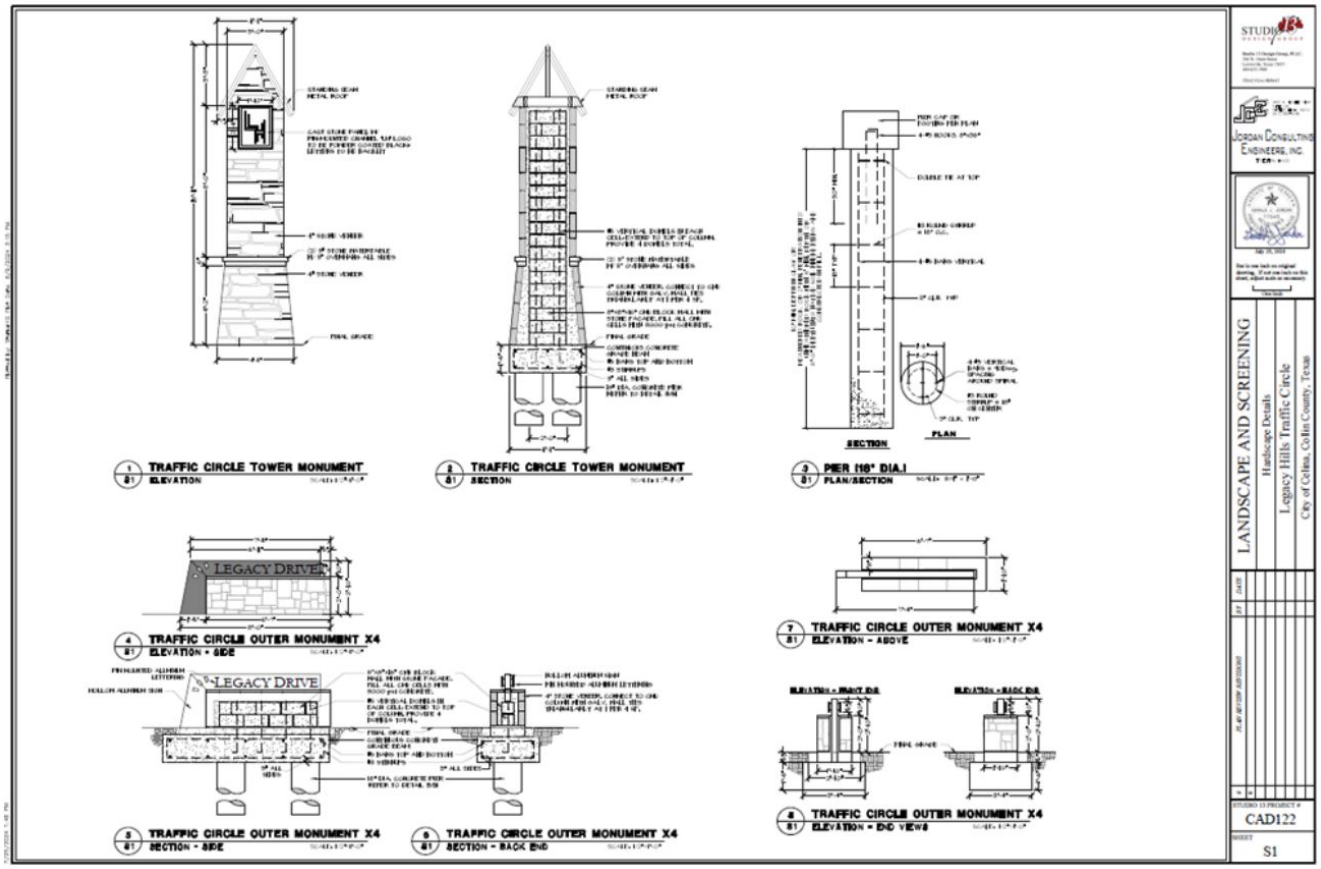
D. Nonexclusive use and occupancy of the Licensed Area by Licensee for the Purposes, including the installation, maintenance and replacement (as necessary) of the improvements at Licensee's sole cost.

**Exhibit B**

Improvements



# IMPROVEMENTS EXHIBIT



Life Connected.

**STATE OF TEXAS** §
§ **REVOCABLE LICENSE AGREEMENT**
**COUNTY OF COLLIN** §

This Revocable License Agreement (this "Agreement") is entered into this _____ day of _____, 2025 (the "Effective Date"), by and between the **CITY OF CELINA, TEXAS**, a home-rule municipality located in Collin and Denton Counties, Texas (the "City") and **NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**, a special district created and operating under Sections 52 and 52-a, Article III, and Section 59, Article XVI, Texas Constitution and Chapter 3986, Texas Special District Local Laws Code (the "District Act"), (the "Licensee").

RECITALS:

**WHEREAS**, the City is a home rule city possessing the full power of local self-government pursuant to Article 11, Section 5 of the Texas Constitution, Section 51.072, Tex. Loc. Gov. Code, and its Home Rule Charter; and

**WHEREAS**, the City is authorized to control and regulate an encroachment or obstruction on a public street within the City pursuant to §§ 311.001, 316.021, Texas Transportation Code; and

**WHEREAS**, the State of Texas has delegated to each city fiduciary duty, as a trustee, to manage the public right-of-way for the health, safety, and welfare of the public, subject to state law; and

**WHEREAS**, the City permits and prescribes the consideration and terms for the use of a portion of the City's right-of-way, street or sidewalk for a private purpose if the use does not interfere with the public use of the right-of-way, street or sidewalk or creates a dangerous condition on or in the right-of-way, street or sidewalk; and

**WHEREAS**, the City is the owner of certain real property described as the public rights-of-way described in Exhibit A, attached hereto and incorporated herein for all purposes (hereinafter collectively called the "ROWs") within the Legacy Hills community (the "Community") situated in Celina, Collin County, Texas, including, without limitation, the roundabout at the intersection of Celina Parkway and Legacy Drive (hereinafter called the "Roundabout") (the ROWs, including the Roundabout, are hereinafter known as the "Licensed Area"); and

**WHEREAS**, the parties hereto recognize and agree that the City's authority with respect to the Licensed Area, including the Roundabout, goes to the full width of the ROWs and extends indefinitely upward or downward; and

**WHEREAS**, Licensee desires to use a portion of Licensed Area, for the purposes of installing, maintaining and replacing (as necessary) (the "Purposes") landscape, hardscape, irrigation, electrical components, signage and any other improvements approved by the City on the landscape and hardscape plans (the "Improvements") located or to be located on, under or

above the Licensed Area, such Improvements being more thoroughly described in Exhibit B, attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the City and Licensee desire to enter into this Agreement to permit Licensee to use and occupy the Licensed Area, for the Purposes provided that such use complies with the City's ordinances and policy for use of rights-of-way; and

**WHEREAS**, the Licensee agrees that it will install the Improvements, and that after the Improvements are installed, the Licensee will own and perpetually maintain the Improvements to ensure that the Improvements remain in good shape and are aesthetically pleasing.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars ($10.00), the mutual covenants and obligations set forth herein, and other good and valuable consideration, the City and Licensee do hereby agree as follows:

AGREEMENT:

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.

2. Grant of License. The City does hereby grant to Licensee a revocable, non-exclusive license to use and occupy the Licensed Area, for the Purposes as shown on any City approved landscape and hardscape plans, and Exhibit A. Licensee shall always use and occupy the ROWs in full compliance with the following conditions:

(a) No use of the ROWs is permitted outside the Licensed Area except to access the Licensed Area, which is permitted hereby;

(b) Within the Licensed Area, the Licensee may place only the Improvements as permitted by City ordinances and as shown on City approved landscape and hardscape plans, or as approved herein;

(c) The Improvements in the Licensed Area shall be maintained in a safe, neat and good physical condition, good repair, and working order;

(d) Licensee shall provide written notice, in accordance with Section 13(d) of this Agreement, within twenty-four (24) hours of Licensee's observation of a defect in the Improvements being maintained or any other condition in the Licensed Area that might reasonably pose a danger or harm to the public or persons occupying or passing through the Licensed Area. Licensee shall repair such defect with notification of repair to the City, or allow the City to repair such defect and reimburse the City for the cost of repair;

(e) Licensee has the option to provide irrigation water from either properly permitted and metered city supply or privately owned irrigation wells pursuant to separate agreements with the owners thereof;

(f) There shall be no further material additions to, enlargement and/or encroachments in, under, on or above the Licensed Area, except as described herein and

shown on the hereinabove referred to Exhibit B. If any such changes are made to the Improvements in contravention of this Agreement, this Agreement shall automatically terminate in accordance with the termination provisions herein. Notwithstanding the foregoing, any plans and specifications modifying the Improvements shall be subject to the prior written approval of an amendment to this Agreement by the City Manager, or their duly authorized representative, but such approval shall not relieve Licensee of responsibility and liability for concept, design, and computation in preparation of such plans and specifications.

3. Installation, Ownership and Maintenance of Improvements. The City does hereby agree that Licensee may install, maintain and replace (as necessary) at Licensee's sole cost and expense the Improvements in the Licensed Area. Once the Improvements are constructed, ownership of the Improvements shall vest in the Licensee, and the Licensee shall be required, at its sole cost, to perpetually maintain the Improvements to ensure that the Improvements remain in safe, neat, and good physical condition, and are aesthetically pleasing. In connection with the foregoing, the City specifically consents to the non-exclusive use and occupancy of the Licensed Area by Licensee for the Purposes, including the installation, maintenance and replacement (as necessary) of the Improvements at Licensee's sole cost. The Licensee specifically acknowledges that this Agreement does not provide exclusive rights to use, maintain or improve the Licensed Area. Notwithstanding the foregoing, it is further understood and agreed upon between the Parties hereto that the Licensed Area is held by City as trustee for the public; that City exercises such powers over the Licensed Area as have been delegated to it by the Constitution of the State of Texas or by the Texas Legislature; and the City cannot contract away its duty and its legislative power to control the Licensed Area for the use and benefit of the public. It is accordingly agreed that if the City Council of City, after providing reasonable prior notice and opportunity for discussion to Licensee, may at any time during the term hereof determine in its reasonable discretion to use or cause or permit the Licensed Area to be used for any other identified public purpose that conflicts with the Improvements, whether presently contemplated or not, that this Agreement shall automatically terminate to the extent necessary to permit that conflicting public purpose.

4. Term/Consideration. This Agreement and the revocable license granted herein shall automatically renew annually, subject to termination as set forth in Section 12 hereof. The consideration to be paid by the Licensee to the City for the license and privilege granted by this Agreement shall be Ten Dollars ($10.00), receipt of which is hereby acknowledged by the City, and other good and valuable consideration as herein provided.

5. Non-exclusive License. This revocable license is not exclusive, and is subject and subordinate to: (a) the right of the City to use the licensed area for any purpose; (b) any existing street utility, drainage or communication facility located in, on, under or upon the Licensed Area; (c) all vested rights presently owned by any utility or communication company; (d) any existing license, lease, easement, or other interest heretofore granted by the City and (e) the terms and conditions of this Agreement.

6. Environmental Protection. To the extent such regulations are applicable, Licensee shall not use or permit the use of the Licensed Area for any purpose that may be in violation of any laws pertaining to the health of the environment, including without limitation, the

comprehensive environmental response, compensation and liability act of 1980 ("CERCLA"), the resource conservation and recovery act of 1976 ("RCRA"), the Texas Water Code and the Texas Solid Waste Disposal Act. Licensee warrants that the permitted use of the Licensed Area will not result in the disposal or other release of any hazardous substance or solid waste on or to the Licensed Area, and that it will take all steps necessary to ensure that no such hazardous substance or solid waste will ever be discharged onto the Licensed Area or adjoining the Licensed Area by Licensee. The terms "hazardous substance and waste" shall have the meaning specified in CERCLA and the term solid waste and disposal (or dispose) shall have the meaning specified in the RCRA; provided, however, that in the event either CERCLA or RCRA is amended so as to broaden the meaning of any term defined thereby, such broader meaning shall apply subsequent to the effective date of such amendment; and provided further, at the extent that the laws of the State of Texas establish a meaning for hazardous substance, release, solid waste, or disposal which is broader than that specified in the CERCLA or RCRA, such broader meaning shall apply. Licensee shall indemnify and hold City harmless against all costs, environmental clean up to the Licensed Area and surrounding the Licensed Area resulting from Licensees' use of the Licensed Area under this License.

7. Mechanic's Liens Not Permitted. Licensee shall fully pay for all labor and materials used in, on or about the Licensed Area and will not permit or suffer any mechanic's or material man's liens of any nature be affixed against the Licensed Area by reason of any work done or materials furnished to the Licensed Area at Licensee's instance or request. Licensee shall promptly cause the removal of any such lien upon receiving written notice from the City of any such lien.

8. Duration of License. This Agreement shall terminate and be of no further force and effect if Licensee shall discontinue or abandon the use of the Improvements or if Licensee shall remove the Improvements from the Licensed Area or upon termination by City, whichever first occurs; or, if the City abandons the Licensed Area, then this Agreement shall be of no further effect.

9. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for removing or relocating the Improvements, if the City determines, in its sole discretion, that the then-current location of the Improvements will unreasonably prevent the City's use and enjoyment of the Licensed Area, and (b) any damage to the Improvements. If the City determines that the Improvements must be removed or relocated from the Licensed Area to allow the City full use and enjoyment of the Licensed Area, then the City agrees that, if requested by Licensee, the City will allow the Improvements to be relocated (at Licensee's sole cost and expense) within the Licensed Area if reasonably practicable and to the extent only that such relocation strictly conforms with all provisions of the City's Code of Ordinances.

In the absence of an emergency, the City will provide Licensee written notice of the need to remove the Improvements from the Licensed Area. Licensee shall have thirty (30) days from the date of the written notice to remove the Improvements from the Licensed Area. However, in case of an emergency, which necessitates the immediate removal of the Improvements for access to such public property, the City shall have the right to remove the Improvements and any associated improvements and shall not be responsible for any damages incurred to such

Improvements and associated improvements. Licensee shall reimburse City for any costs associated with the removal of the Improvements.

10. Insurance. Licensee shall purchase and maintain during the term of this Agreement commercial general liability insurance including personal injury liability, premises operations liability, and contractual liability, covering, but not limited to, the liability assumed under the indemnification provisions of this Agreement, with limits of liability for bodily injury, death and property damage of not less than $1,000,000. Coverage must be on an "occurrence" basis.

Such insurance shall: (i) be issued by a carrier which is rated "A-1" or better by A.M. Best's Key Rating Guide and licensed to do business in the State of Texas, and (ii) name the City as an additional insured and contain a waiver of subrogation endorsement in favor of the City. Certified copies of such policies shall be delivered to the City upon the execution of this Agreement; provided, however, that the City, in its sole discretion and in lieu of certified copies of such policies, may permit the delivery of certificates of insurance together with the declaration page of such policies, along with the endorsement naming the City as an additional insured. Each such policy shall provide that, at least 30 days prior to the cancellation, non-renewal or modification of the same, the City shall receive written notice of such cancellation, non-renewal or modification.

The City reserves the right to review the insurance requirements contained herein and to adjust coverages and limits when deemed necessary and prudent by the City.

11. **INDEMNITY. LICENSEE SHALL INDEMNIFY THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS AGAINST, AND HOLD THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS HARMLESS FROM, ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTION, LAWSUITS, JUDGMENTS, CLAIMS, DAMAGES, COSTS OR FEES, INCLUDING REASONABLE ATTORNEY'S FEES AND COSTS OF DEFENSE, FOR ANY INJURY TO OR THE DEATH OF ANY PERSON OR DAMAGE TO OR DESTRUCTION OF ANY PROPERTY RESULTING FROM OR BASED UPON, IN WHOLE OR IN PART, ANY ACT OR OMISSION OF LICENSEE, ITS OFFICERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT AND ANY ACT OR OMISSION OF THE CITY, SPECIFICALLY INCLUDING THE CITY'S NEGLIGENCE.**

**THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

12. Termination. This Agreement may be terminated:

(a) By the City:

(i) if Licensee fails to comply with any of the terms of this Agreement within ten (10) days after receipt of notice by Licensee from the City of such failure to comply;

(ii) if Licensee discontinues or abandons the use of the Licensed Area for the purposes set forth herein;

(iii) at any time upon thirty (30) days' written notice by the City to Licensee; or

(iv) at such time as Licensee no longer maintains the Improvements within ten (10) days after receipt of notice by Licensee from the City of such failure to maintain the Improvements.

(b) At such time as this Agreement may be terminated for any reason whatsoever, Licensee, upon request by City, may cause the Improvements to be removed or relocated within the Licensed Area and shall restore such Licensed Area to substantially the condition of the Licensed Area prior to Licensee's installation of the Improvements at Licensee's sole expense. If the City does not request removal of the Improvements, the City will take ownership of the remaining permanently installed Improvements (e.g., irrigation, lighting, landscaping), and maintain such Improvements.

13. Miscellaneous.

(a) Compliance with Laws. Licensee agrees to abide by and be governed by all laws, ordinances and regulations of any and all governmental entities having jurisdiction over the Licensee and Licensee's Improvements.

(b) Assignment. The rights, duties and responsibilities hereunder shall not be assigned, conveyed or otherwise transferred by Licensee without the prior written consent of the City; provided, however, Licensee shall have the right, without the City's consent or approval, to assign this Agreement to Legacy Hills Addition Master Property Owner's Association, Inc. (the "HOA") so long as the HOA assumes the obligations and responsibilities of Licensee hereunder in writing. Upon any such assignment to and assumption by the HOA, and upon the delivery of a copy of such assignment to the City, Licensee shall have no further rights, duties, obligations or liabilities hereunder as of the effective date of such assignment.

(c) Force Majeure. If either the City or Licensee shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, riots, insurrections, war or other reason of like nature, where such delay, hindrance or prevention of performance shall not be within the reasonable control of the party obligated to perform and not be avoidable by diligence, then the party so delayed shall promptly give notice to the other party, and thereupon performance of such act shall be excused for such period of delay.

(d) Notices. Any notice provided for herein shall be given by written instrument, personally delivered or sent by certified mail, return receipt requested, and addressed to:

To the City: City of Celina, Texas
P.O. Box 9010
Celina, Texas 75001
Attn: City Manager

To Licensee: North Parkway Municipal Management
District No. 1
2728 N. Harwood St., Suite 500
Dallas, Texas 75201
Attn: Ross S. Martin

(e) Governing Law; Venue. This Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are performable in the county where the Licensed Area is located. Venue for any action under this Agreement shall be in the county where the Licensed Area is located.

(f) Legal Construction. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

(g) Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Licensee relative to the Licensed Area and the license as described herein and supersedes all prior negotiations, representations and/or agreements, either written or oral.

(h) Exhibits. The exhibits attached to this Agreement are incorporated herein by reference.

(i) Amendment. This Agreement may not be altered, waived, amended or extended except by an instrument in writing signed by the City and Licensee and recorded in the Real Property Records of the County in which the Licensed Area is located.

(j) Authority to Execute. The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolutions or other act extending such authority have been duly passed and are now in full force and effect.

(k) Recitals. The recitals to this Agreement are incorporated herein by reference.

(l) Covenant Running with the Land. The provisions of this Agreement are hereby declared covenants running with the ROWs and are fully binding on the Licensee and each and every subsequent owner of all or any portion of the ROWs but only during the term of such party's ownership thereof (except with respect to defaults that occur during the term of such person's ownership) and shall be binding on all successors, heirs, and assigns of the Licensee which acquire any right, title, or interest in or to the ROWs, or any part thereof. Any person who acquires any right, title, or interest in or to the ROWs, or any part hereof, thereby agrees and covenants to abide by and fully perform the provisions of this Agreement with respect to the right, title or interest in such ROWs. Licensee shall

record a fully executed copy of this Agreement in the Real Property Records of the County in which the Licensed Area is located.

(m) Independent Contractor. Licensee covenants and agrees that it shall operate hereunder as an independent contractor as to all rights and privileges granted hereunder and not as an officer, agent, servant or employee of City and Licensee shall have exclusive control of and the exclusive right to control the details of its operations, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The doctrine of respondeat superior shall not apply as between City and Licensee, its officers, agents, servants, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Licensee.

**[Signature Pages Follow]**

**EXECUTED** at Collin County, Texas on the day and year first written above.

ATTEST: **CITY OF CELINA, TEXAS**

By: _____ By: _____
Jeovanna Rubio, Assistant City Secretary Robert Ranc, City Manager

**ACKNOWLEDGEMENTS**

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2025, by **Robert Ranc, City Manager** of the City of Celina, Texas, on behalf of said City.

_____
Notary Public in and for the State of Texas

**LICENSEE:**

**NORTH PARKWAY MUNICIPAL MANAGEMENT DISTRICT NO. 1**

By: _____
Name: Gregory W. Leveling
Its: President

**ATTEST:**

By: _____

THE STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on December 16, 2024, by GW Leveling President of North Parkway Municipal Management District No. 1.

_____
Notary Public in and for the State of Texas

GENNY LUTZEL
Notary Public, State of Texas
Notary ID 28417-8
My Commission Exp. 01-10-2025

GENNY LUTZEL
Notary Public, State of Texas
Notary ID 28417-8
My Commission Exp. 01-10-2025

After recording, return to:
City Secretary
City of Celina
142 North Ohio Street
Celina, TX 75009

# Exhibit A

Licensed Area

**BEING** a tract of land situated in the J. H. Biggs Survey, Abstract No. 51, the J. K. Worrall Survey, Abstract No. 1036, The J. F. Smiley Survey, Abstract No. 869, The T&P RR CO Survey, Abstract No. 1054, the Henry Cochran Survey, Abstract No. 192 and the BBB&C RR CO Survey, Abstract No. 131, City of Celina, Collin County, Texas, and being a portion of a called 2,142.522 acre tract of land described as Tract 1 in a deed to MM Celina 3200, LLC, as recorded in Instrument No. 20221080200155366O of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

**BEGINNING** at an "X" cut in concrete set for the southeast corner of a called 6.000 acre tract of land described as Tract 1 in a deed to Cow Mountain Investors, LP, as recorded in Instrument No. 20210810001610800 of the Official Public Records of Collin County, Texas, being on the northerly line of a called 35.4834 acre tract of land described in a deed to Mary Lou Maier, as recorded in Instrument No. 20061101001568310 of the Official Public Records of Collin County, Texas;

**THENCE** North 12°49'49" East, departing the northerly line of said 35.4834 acre tract, along the easterly line of said 6.000 acre tract, a distance of 14.32 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left with a radius of 1,040.00 feet, a central angle of 04°43'19", and a chord bearing and distance of South 88°40'19" East, 85.68 feet;

**THENCE** in a southeasterly direction, departing the easterly line of said 6.000 acre tract and crossing said 2,142.522 acre tract, with said non-tangent curve to the left, an arc distance of 85.71 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** North 88°58'02" East, continuing across said 2,142.552 acre tract and along the southerly line of a called 80.8088 acre tract of land described in a deed to FR Legacy Hills, LLC, as recorded in Instrument No. 2022000118209 of the Official Public Records of Collin County, Texas, a distance of 4,094.48 feet to an "X" cut in concrete set for the southeast corner of said 80.8088 acre tract;

**THENCE** along the easterly line of said 80.8088 acre tract and the easterly line of a called 253.446 acre tract of land described in a deed to GG TC LP, as recorded in Instrument No. 20210810001606790 of the Official Public Records of Collin County, Texas, the following courses and distances:

North 02°06'34" West, a distance of 1,488.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°46'36" West, a distance of 1,081.73 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 04°35'12" West, a distance of 150.49 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°46'36" West, a distance of 140.02 feet to a 5/8 inch iron rod with plastic cap stamped "Landpoint 10194220" found for the southerly northeast corner of said 253.446 acre tract;

**THENCE** North 45°21'38" West, along the northerly line of said 253.446 acre tract, a distance of 71.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northerly northeast corner of said 253.446 acre tract;

**THENCE** continuing along the northerly line of said 253.446 acre tract, the following courses and distances:

North 89°56'41" West, a distance of 150.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 86°08'05" West, a distance of 150.49 feet to a point for corner;

North 89°56'41" West, a distance of 1,839.22 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left with a radius of 2,446.30 feet, a central angle of 76°03'21", and a chord bearing and distance of South 52°01'39" West, 3,014.07 feet;

In a southwesterly direction, passing en route a 5/8 inch iron rod with plastic cap stamped "Landpoint 10194220" found for the westerly corner of said 253.446 acre tract, and continuing along the same course and crossing said 2,142.522 acre tract, with said tangent curve to the left, a total distance of 3,247.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** South 13°59'58" West, continuing across said 2,142.522 acre tract, a distance of 552.46 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

**THENCE** North 76°00'02" West, continuing across said 2,142.522 acre tract, a distance of 120.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the easterly line of a called 8.000 acre tract of land described as Tract 2 in a deed to Cow Mountain Investors, LP, as recorded in Instrument No. 20210810001610800 of the Official Public Records of Collin County, Texas;

**THENCE** along the easterly line of said 8.000 acre tract part of the way and crossing said 2,142.522 acre tract, and along the southerly and easterly lines of a called 4.610 acre tract of land described in a deed to City of Celina, as recorded in Instrument No. 2022000157331 of the Official Public Records of Collin County, Texas, the following courses and distances:

North 13°59'58" East, a distance of 552.46 feet to a point at the beginning of a tangent curve to the right with a radius of 2,566.30 feet, a central angle of 76°03'21", and a chord bearing and distance of North 52°01'39" East, 3,161.91 feet;

In a northeasterly direction, with said tangent curve to the right, an arc distance of 3,406.57 feet to a 5/8 inch iron rod found for corner;

South 89°56'41" East, a distance of 1,837.37 feet to a 5/8 inch iron rod with plastic cap stamped "Landpoint 10194220" found for corner;

North 86°14'28" East, a distance of 150.33 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 89°56'41" East, a distance of 150.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 44°38'22" East, a distance of 70.20 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°46'36" West, a distance of 140.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 03°02'31" East, a distance of 150.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°46'36" West, passing en route the northeast corner of said 4.610 acre tract, common to the southeast corner of a called 62.214 acre tract of land described in a deed to GG B2R Pecan II, LP, as recorded in Instrument No. 20211112002317860 of the Official Public Records of Collin County, Texas, and continuing along the same course and along the easterly line of said 62.214 acre tract, a total distance of 1,251.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right with a radius of 1,160.00 feet, a central angle of 10°38'02", and a chord bearing and distance of North 04°32'25" East, 214.98 feet;

**THENCE** in a northeasterly direction, continuing along the easterly line of said 62.214 acre tract, passing en route the northeast corner of said 62.214 acre tract, and continuing along the same course and crossing said 2,142.522 acre tract, with said tangent curve to the right, a total arc distance of 215.29 feet to a point for corner;

**THENCE** continuing across said 2,142.522 acre tract, the following courses and distances:

North 09°51'25" East, a distance of 100.41 feet to a point at the beginning of a tangent curve to the left with a radius of 1,040.00 feet, a central angle of 09°01'50", and a chord bearing and distance of North 05°20'30" East, 163.75 feet;

In a northeasterly direction, with said tangent curve to the left, an arc distance of 163.92 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

North 00°49'35" East, a distance of 260.09 feet to a point for corner on the southerly line of a called 27.000 acre tract of land described in a deed to City of Celina, as recorded in Instrument No. 2022000157332 of the Official Public Records of Collin County, Texas;

**THENCE** South 67°20'53" East, along the southerly line of said 27.000 acre tract, a distance of 65.17 feet to a point for corner on the westerly line of a called 19.215 acre tract of land described in a deed to Grayson-Collin Electric Cooperative, Inc., as recorded in Instrument

No. 2022000108950, of the Official Public Records of Collin County, Texas, same being the easterly line of said 2,142.522 acre tract;

**THENCE** along the westerly line of said 19.274 acre tract and along the easterly line of said 2,142.522 acre tract, the following courses and distances:

South 01°03'22" West, a distance of 147.07 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 01°38'19" East, a distance of 562.96 feet to a 5/8 inch iron rod with plastic cap stamped "Adams Surveying" found for corner;

North 89°46'59" West, a distance of 66.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner;

South 00°34'09" East, a distance of 271.64 feet to a 1 inch iron pipe found for the southwest corner of said 19.274 acre tract, being on the westerly line of a remainder of a called 155.26 acre tract of land described in a deed to LMR Holdings, Ltd, as recorded in Instrument No. 20090213000158800 of the Official Public Records of Collin County, Texas;

**THENCE** South 00°47'53" East, continuing along the easterly line of said 2,142.522 acre tract and along the westerly line of said 155.26 acre tract, a distance of 2,881.55 feet to a 3/8 inch iron rod found for the southwest corner of said 155.26 acre tract, common to the northwest corner of a called 66.682 acre tract of land described as Tract 2 in a deed to CCD – North Sky, LLC, as recorded in Instrument No. 20210325000596630 of the Official Public Records of Collin County, Texas;

**THENCE** South 02°06'19" East, continuing along the easterly line of said 2,142.522 acre tract and along the westerly line of said 66.682 acre tract, a distance of 1,548.42 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the southeast corner of said 2,142.522 acre tract, common to the westerly southwest corner of said 66.682 acre tract, being on the northerly line of a tract of land described in a deed to Ownsby 1880 Farms Ltd, as recorded in Volume 182, Page 386 of the Deed Records of Collin County, Texas;

**THENCE** South 88°57'53" West, along the southerly line of said 2,142.522 acre tract and along the northerly line of said Ownsby Tract, passing en route an ell corner of said 2,142.522 acre tract, common to the northwest corner of said Ownsby Tract, and continuing along the same course and crossing said 2,142.522 acre tract, a total distance of 4,084.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for corner on the southerly line of said 2,142.522 acre tract and the northerly line of aforementioned 35.4834 acre tract;

**THENCE** North 73°55'35" West, along the southerly line of said 2,142.522 acre tract and along the northerly line of said 35.4834 acre tract, a distance of 168.72 feet to the **POINT OF BEGINNING** and containing 30.649 acres (1,335,075 square feet) of land, more or less.

***

**BEING** a tract of land situated in the Gabriel Chenoweth Survey, Abstract No. 140, Collin County, Texas, and being a portion of the remainder of a called 155.26 acre tract of land described in a deed to LMR Holdings, Ltd., as recorded in Instrument No. 20090213000158800 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

**COMMENCING** at a 1 inch iron pipe found for the southwest corner of a called 19.274 acre tract of land described in a deed to Ramon L. Carvajal, as recorded in Volume 3484, Page 240 of the Deed Records of Collin County, Texas, same being on the westerly line of said 155.26 acre tract and the easterly line of a called 2,142.522 acre tract of land described in a deed to Dy, from which, a 5/8 inch iron rod with plastic cap stamped "Adams Surveying" found for the southerly northwest corner of said 19.274 acre tract bears North 0°34'09" West, 271.64 feet;

**THENCE** South 0°47'53" East, along the westerly line of said 155.26 acre tract and the easterly line of said 2,142.522 acre tract, a distance of 987.40 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract;

**THENCE** departing the westerly line of said 155.26 acre tract and the easterly line of said 2,142.522 acre tract and crossing said 155.26 acre tract, the following courses and distances:

South 13°52'02" East, a distance of 286.02 feet to a point at the beginning of a tangent curve to the left with a radius of 131.50 feet, a central angle of 11°26'44", and a chord bearing and distance of South 19°35'24" East, 26.23 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 26.27 feet to a point for corner;

South 25°18'46" East, a distance of 27.25 feet to a point at the beginning of a tangent curve to the left with a radius of 41.50 feet, a central angle of 25°21'22", and a chord bearing and distance of South 37°59'27" East, 18.22 feet;

In an easterly direction, with said tangent curve to the left, an arc distance of 18.37 feet to a point for corner;

South 50°40'08" East, a distance of 15.35 feet to a point at the beginning of a tangent curve to the left with a radius of 51.50 feet, a central angle of 44°51'38", and a chord bearing and distance of South 73°05'57" East, 39.30 feet;

In a northerly direction, with said tangent curve to the left, an arc distance of 40.32 feet to a point for corner;

South 09°40'03" West, a distance of 50.27 feet to a point for corner;

South 14°50'22" East, a distance of 45.10 feet to a point at the beginning of a non-tangent curve to the left with a radius of 131.50 feet, a central angle of 19°46'37", and a chord bearing and distance of South 71°09'53" West, 45.17 feet;

In a southerly direction, with said non-tangent curve to the left, an arc distance of 45.39 feet to a point for corner;

South 61°16'34" West, a distance of 19.72 feet to a point at the beginning of a tangent curve to the left with a radius of 61.50 feet, a central angle of 26°37'20", and a chord bearing and distance of South 47°57'54" West, 28.32 feet;

In a southerly direction, with said tangent curve to the left, an arc distance of 28.58 feet to a point for corner;

South 34°39'15" West, a distance of 14.20 feet to a point at the beginning of a tangent curve to the left with a radius of 51.50 feet, a central angle of 21°59'10", and a chord bearing and distance of South 23°39'40" West, 19.64 feet;

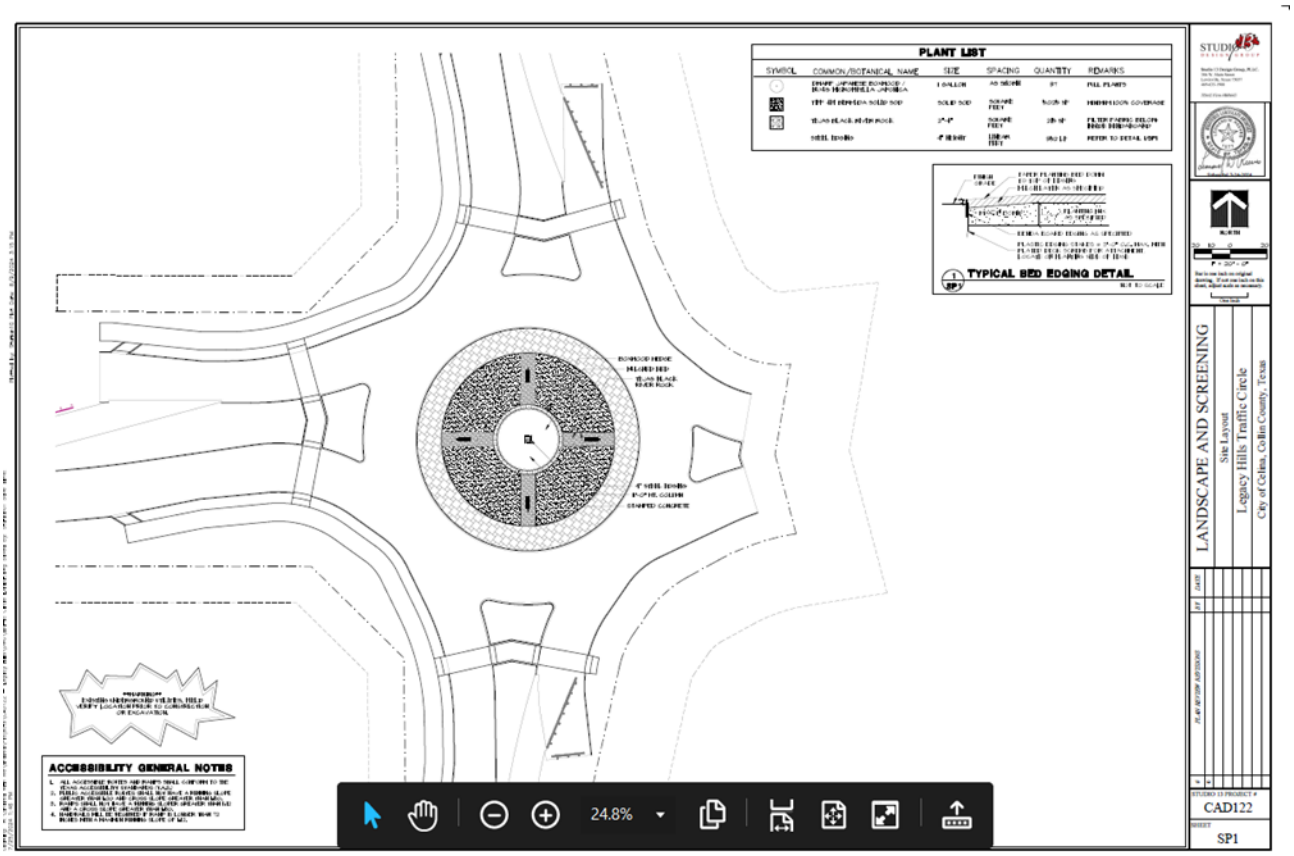
In an easterly direction, with said tangent curve to the left, an arc distance of 19.76 feet to a point for corner;

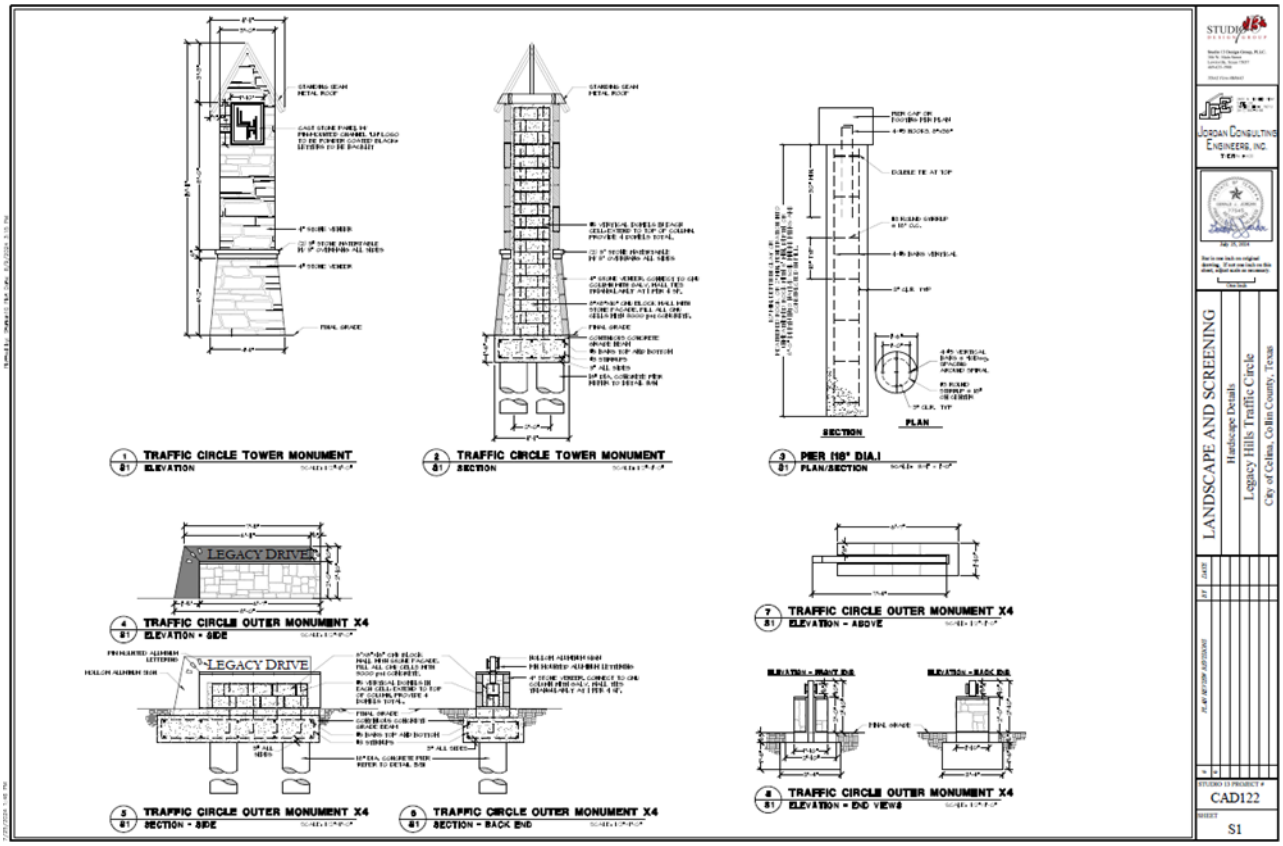
South 12°40'05" West, a distance of 207.84 feet to a point for corner on the westerly line of said 155.26 acre tract and the easterly line of said 2,142.522 acre tract;

**THENCE** North 00°47'53" West, along the westerly line of said 155.26 acre tract and the easterly line of said 2,142.522 acre tract, a distance of 731.22 feet to the **POINT OF BEGINNING** and containing 0.916 of an acre (39,907 square feet) of land, more or less.

# Exhibit B

Improvements




LEGACY DRIVE
LEGACY DRIVE
1 S1 TRAFFIC CIRCLE TOWER MONUMENT ELEVATION
2 S1 TRAFFIC CIRCLE TOWER MONUMENT SECTION
3 S1 PIER 118" DIA.I PLAN/SECTION
SECTION
PLAN
4 S1 TRAFFIC CIRCLE OUTER MONUMENT X4 ELEVATION - SIDE
7 S1 TRAFFIC CIRCLE OUTER MONUMENT X4 ELEVATION - ABOVE
5 S1 TRAFFIC CIRCLE OUTER MONUMENT X4 SECTION - SIDE
6 S1 TRAFFIC CIRCLE OUTER MONUMENT X4 SECTION - BACK END
8 S1 TRAFFIC CIRCLE OUTER MONUMENT X4 ELEVATION - END VIEWS
LANDSCAPE AND SCREENING
Hardscape Details
Legacy Hills Traffic Circle
City of Celina, Collin County, Texas
CAD122
S1

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: | May 13, 2025 |
| Re: | North Preston Lakes Drainage Improvements |

---

**Action Requested:**
Consider and act to approve a work authorization for engineering services for the design of North Preston Lakes Drainage Improvements to Westwood Professional Services, Inc., in an amount not to exceed $339,890.00. (Glasgow)

**Background Information:**
The scope of work includes cross-culvert replacement, erosion protection, and guardrail improvements. A drainage analysis will evaluate existing conditions and the capacity of existing cross-culverts compared to the current city design criteria in North Preston Lakes, where drainage crosses under the right-of-way.

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

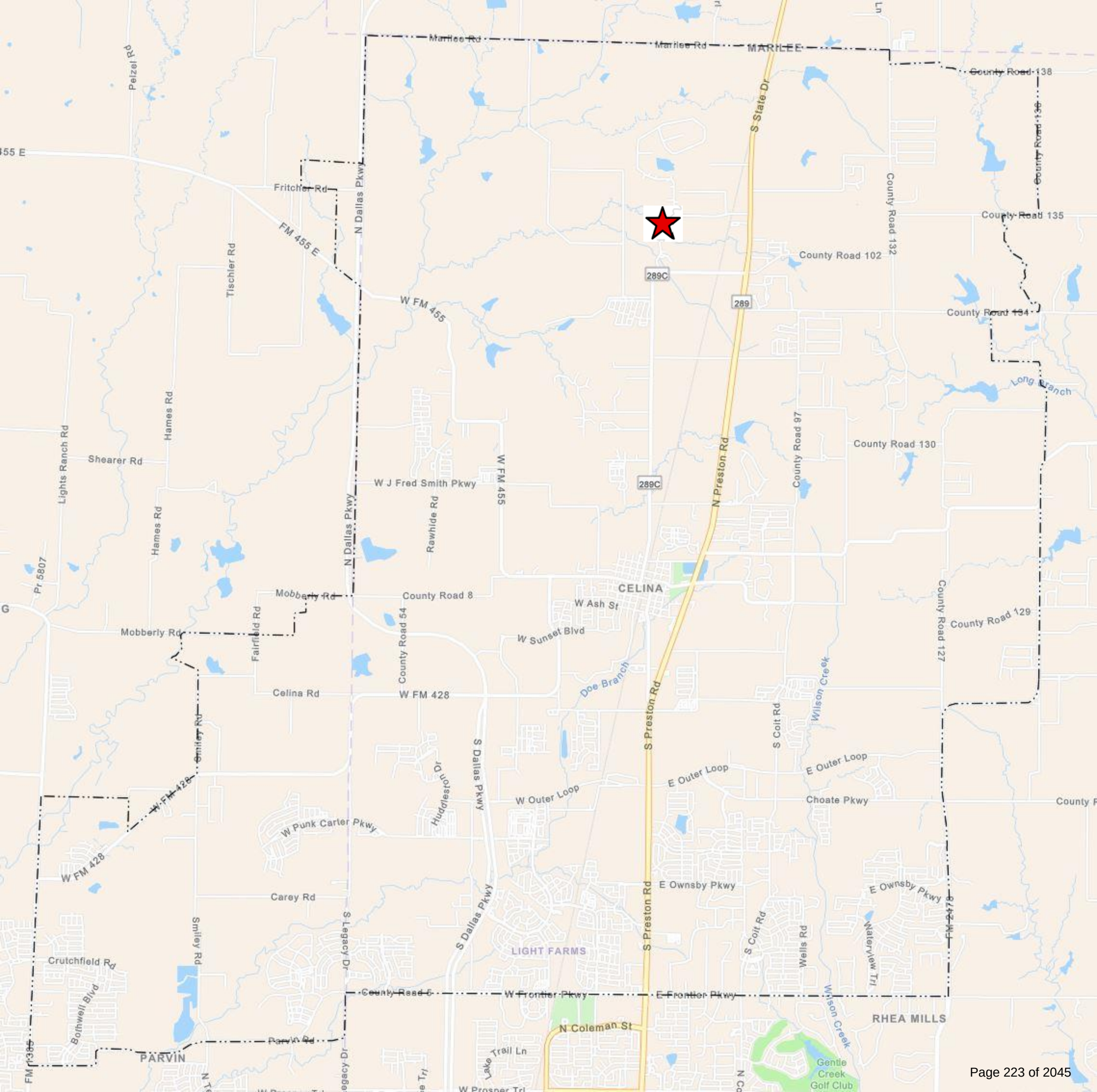
**Legal Review:**
The MSA has been previously reviewed and approved.

**Supporting Documents:**
1. Location Map
2. VII.K. North Preston Lakes Drainage Improvements
3. City of Celina Work Authorization No. 60

**Financial Consideration:**

Funding is available through the current budget. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order.

**Staff Recommendation:**
Staff recommends awarding the Work Authorization under the Master Service Agreement as presented.


Marilee Rd
MARILEE
Pelzel Rd
S State Dr
County Road 138
County Road 136
County Road 135
Fritcher Rd
N Dallas Pkwy
FM 455 E
Tischler Rd
W FM 455
County Road 102
289C
289
County Road 132
Long Branch
Hames Rd
Shearer Rd
Lights Ranch Rd
W J Fred Smith Pkwy
Rawhide Rd
N Preston Rd
County Road 97
County Road 130
Mobberly Rd
County Road 8
Fairfield Rd
County Road 54
CELINA
W Ash St
W Sunset Blvd
County Road 129
County Road 127
Doe Branch
Wilson Creek
Celina Rd
W FM 428
Smiley Rd
S Colt Rd
E Outer Loop
W Outer Loop
Choate Pkwy
Huddleston Dr
S Dallas Pkwy
W Punk Carter Pkwy
E Ownsby Pkwy
Carey Rd
S Legacy Dr
LIGHT FARMS
Wells Rd
Waterview Trl
FM 2478
Crutchfield Rd
Bothwell Blvd
County Road 5
W Frontier Pkwy
E Frontier Pkwy
RHEA MILLS
N Coleman St
Parvin Rd
PARVIN
Lake Trail Ln
Gentle Creek Golf Club

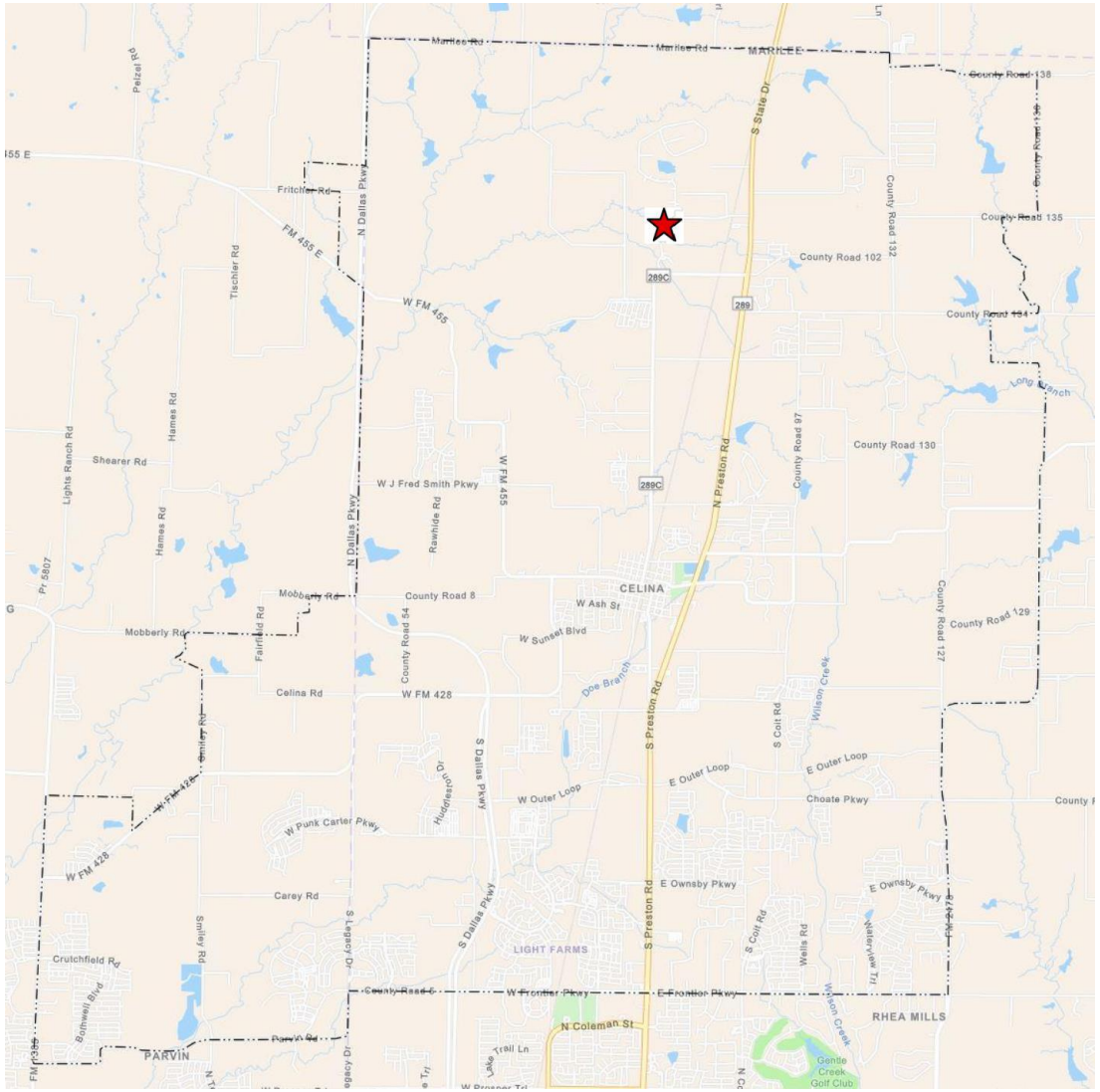
# NORTH PRESTON LAKES DRAINAGE IMPROVEMENTS

## DESIGN FOR REPAIRS AND REPLACEMENTS OF DRAINAGE INFRASTRUCTURE CROSSING UNDER THE ROW

May 13, 2025

Andy Glasgow, PE, PMP,CFM

# LOCATION MAP



# FACTS

A. North Preston Lakes subdivision has large box culverts allowing creeks to drain across the ROW.

B. Existing culverts have some damage and erosion around the culverts.

C. Improvements are proposed to repair and replace large box culverts and guard rails to ensure safe access can be maintained on the public streets.

D. Silt and debris has settled near the culvert crossings restricting flows.

# PICTURES

CELINA
TEXAS
EST. 1876
Life Connected.

## EXHIBIT B - WORK AUTHORIZATION

| MAPS # | 2021-0085 PK/Westwood | 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 **Westwood Professional Services, Inc.** ( Engineer or Consultant); Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

| | | | |
|---|---|---|---|
| **Project Name:** | Preston Lakes Drainage Improvements | | |
| **Task Order #** | 60 | **Task Order Date:** | March 18, 2025 |
| **Engineer:** | Westwood Professional Services, Inc. | | |
| **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:<br><br>**Electronic Submission is preferred.** | Email to: accountspayable@celina-tx.gov & **aglasgow@celina-tx.gov**<br><br>Mail to: City of Celina<br>Accounts Payable<br>142 N. Ohio<br>Celina, TX 75009<br><br>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. **Insurance:** **Attach as Exhibit C**
4. **Schedule:** **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 |
| Printed Name & Title | Printed Name & Title |
| Date | Date |

**EXHIBIT A** to Agreement between the City of Celina Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

## EXHIBIT 'A' – SCOPE OF SERVICES

## PRESTON LAKES DRAINAGE IMPROVEMENTS
## (From Carthage Rd to End of Preston Lakes Drive)

**PROJECT DESCRIPTION**:

The project consists of the design services for the drainage improvements for the North Preston Lake Residential community consisting of cross-culvert replacement, erosion protection, and guardrail improvements. A drainage analysis will be performed to evaluate existing conditions and capacity of existing cross-culverts compared to current city design criteria. (PROJECT).

**BASIC SERVICES:**

A. Project Management, Coordination & Permitting

1. Manage the Team:
    - Lead, manage and direct design team activities.
    - Ensure quality control is practiced in performance of the work.
    - Communicate internally among team members.
    - Allocate team resources.

2. Communications and Reporting:
    - Attend a pre-design project kickoff meeting with Client staff to confirm and clarify scope, understand Client objectives, and ensure economical and functional designs that meet Client requirements.
    - Conduct review meetings with the Client at the end of each design phase.
    - Prepare and submit monthly invoices in the format acceptable to the Client.
    - Prepare and submit monthly progress reports.
    - Prepare and submit baseline Project Schedule initially and Project Schedule updates.
    - Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure and provide and obtain information needed to prepare the design.
    - With respect to coordination with permitting authorities, Westwood shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. Westwood shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements.

3. Right-of-Entry:
    - Westwood will prepare and deliver Right-Of-Entry letters to facilitate project logistics and notify stakeholders of the project.

4. Constructability Review:
    - Prior to the 60 percent review meeting with the Client, Westwood shall schedule and attend a project site visit with the Client Project Manager and Construction personnel to walk the project. Westwood shall summarize the Client's comments from the field visit and submit this information to the Client in writing.

5. Utility Clearance:
    - Westwood will consult with the Client, public utilities, private utilities and government agencies to determine the approximate location of above and underground utilities, and other facilities (current and future) that have an impact or influence on the project. Westwood will design Client facilities to avoid or minimize conflicts with existing utilities, and where known and possible consider potential future utilities in designs.
    - Westwood will provide plans to and coordinate with utility owner related to the relocation efforts of franchise utilities that remain in conflict with the proposed construction.

B. Conceptual Design (30% Submittal)

The Conceptual Design shall be submitted to Client per the approved Project Schedule. The purpose of the conceptual design is for Westwood to:

- Study the project.
- Perform H&H Analysis at culvert crossing for existing and future conditions based on City of Celina design criteria (9 culvert crossings)
- Identify and catalog all existing cross culverts and driveway culverts.
- Evaluate and inspect each culvert size, material, and condition.
- Obtain the Client's endorsement of the selected improvements.

Westwood will develop the conceptual design of the infrastructure as follows.

1. Data Collection:
    - In addition to data obtained from the Client, Westwood will research proposed improvements in conjunction with any other planned future improvements known by the Client that may influence the project.
    - Westwood will also identify and seek to obtain data for existing conditions that may impact the project including but not limited to; utilities, agencies (TxDOT and USCOE), Client Master Plans, and property ownership as available from the Tax Assessor's office.
    - Westwood will obtain the available hydrologic and hydraulic models and any previous flood studies related to Clarks Branch Trib 2, Little Elm Creek Trib B and Little Elm Creek Trib B-4 located in the City of Celina. We will obtain publicly available LiDAR Point Cloud data for the site. We will visit the site to review existing conditions.
    - Perform site visit to review existing conditions and conduct culvert inspection and take pictures of existing conditions to be used in technical memorandum.

2. Hydrologic Analysis
   - Westwood will prepare a hydrologic analysis for the nine (9) non-FEMA watersheds at each cross-culvert location. We will perform this analysis for existing and ultimate watershed conditions as required by the City of Celina. The analysis will determine the 5-, 25- and 100-year peak discharges.
   - Included in the Item:
     - Drainage Area Maps
     - Time of Concentration Calculations
     - Hydrologic Parameter Summary
   - Not Included in this Item:
     - Detention Pond Analysis
     - Incorporation of upstream ponds

3. Hydraulic Analysis
   - Westwood will perform hydraulic analysis (HY-8 Analysis) for nine (9) cross-culverts. Westwood will perform this analysis for existing and ultimate watershed conditions to determine require culvert sizes based on City of Celina Drainage Criteria. The analysis will be based on field survey information and publicly available LiDAR data.

   - Included in the Item:
     - Sizing of nine (9) cross-culverts based City of Celina Criteria

4. The Conceptual Design Package shall include the following:
   - Technical memorandum:
     - Existing catalog of existing infrastructure, pictures and written summary detailing existing cross culvert and driveway culvert size, material, and condition.
     - Recommendations at each culvert crossing.
     - Summary of Hydrologic analysis at each cross-culvert location to analyze existing and current Celina criteria discharges.
     - Summary of Hydraulic analysis at each cross-culvert location to analyze existing and ultimate culvert sizes.
   - Conceptual opinion of probable construction cost based on culvert replacement recommendations.

C. Preliminary Design (60% Submittal)

1. Prepare preliminary construction plans. Plans are for the replacement of up to eight (8) cross-culverts and two (2) bridge-class culverts. Prepare the following sheets at the engineering scale indicated:
   - Cover Sheet
   - General Notes
   - Quantity Sheet
   - Project Layout & Control Sheet
   - Typical Sections
   - Plan and profile sheets
   - Scale 1" = 20' Horizontal; 1" = 2' Vertical
   - Cross Sections at 25' intervals (as needed for design)
   - Cross-Culvert plan and profile sheets
     Scale 1" = 20' Horizontal; 1" = 2' Vertical

- Drainage Area Maps
- Traffic Control Plan
- Erosion Control Plan
- Detail sheets

Information required can be combined on sheets if the information can be clearly shown and is approved by Client's project manager.

2. Assemble Client's standard construction contract documents and modify special technical specifications, if needed, for the project (if any).

3. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction costs.

4. Submit electronic pdf of 60% plans, preliminary construction contract documents, special conditions and preliminary opinion of probable construction costs to the Client for review. One (1) set of half size (11"x17") plans will be submitted with the 60% plan submittal, if requested.

D. Final Design (90% & 100% Submittal)

1. Revise preliminary plans incorporating comments from Client

2. Submit electronic pdf of 90% plans, construction contract documents, opinion of probable construction costs to the Client for review. One (1) set of half size (11"x17") plans will be submitted with the 90% plan submittal, if requested.

3. Incorporate final Client review comments into the plans and construction contract documents to finalize construction plans for proposed improvements.

4. Finalize construction contract documents including Client standard specifications, special technical specifications and special conditions (if any).

5. Estimate of final construction quantities and final opinions of construction cost.

6. Submit (1) sealed (100%) set of final plans and construction documents.

E. Bid Phase Services

Westwood will support the bid phase of the project as follows.

1. Bid Advertisement:
   - Westwood shall prepare and submit to Client a draft Bid Advertisement for publishing by the Client.

2. Bid Document Distribution:
   - The City will advertise the project for bid electronically and distribution of plans and specifications will be done electronically.

3. Bidder Assistance:
   - Westwood will provide technical interpretation of the contract bid documents and will prepare proposed responses to all bidders' questions and requests, in the form of addenda.
   - Attend the prebid conference in support of the Client, if necessary.
   - Bids will be submitted electronically. No in person bid opening is anticipated.

4. Bid Analysis and Recommendation of Award:
   - Westwood will review all bids received for the construction project, assist the Client in evaluating bids, and recommend award of the contract.
   - Westwood will assist the Client in determining the qualifications and acceptability of prospective contractors, subcontractors, and suppliers.
   - Westwood shall make a recommendation of award to the Client.

5. Conformed Construction Documents:
   - Upon award of a contract by the Client, Westwood shall assist with the execution, assembly and distribution of the construction contract documents for the Project.

F. Construction Administration (Time and Materials, Not to Exceed)

1. Preconstruction Conference:
   - Westwood shall attend the preconstruction conference.

2. Site Visits:
   - Westwood shall visit the project site at appropriate intervals as construction proceeds to observe and report on progress. It is estimated that one (1) visit per month will be made by Westwood.

3. Shop Drawing and Lab Report Review:
   - Westwood shall review shop and erection drawings submitted by the contractor for compliance with design concepts. Westwood shall review laboratory, shop, and mill test reports on materials and equipment.

4. Instructions to Contractor:
   - The Engineer shall provide necessary interpretations and clarifications of contract documents, review change orders and make recommendations as to the acceptability of the work, at the request of the Client.

5. Contractor's Payment Estimates:
   - The Engineer shall review monthly and final estimates for payments to contractors. The payment estimates shall include appropriate certifications.

7. Final Inspection:
   - The Engineer shall attend final inspection of the Project with representatives of the Client and the construction contractor.

8. Record Drawings:
   - Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one (1) set of the record drawings (with "record drawing stamp" bearing the signature of the Engineer and the date) to the Client on a CD-ROM disk or flash drive containing scanned 22"x34" black and white PDF images.

G. Direct Expenses

1. Included in this item are usual and customary expenses normally incurred during performance of the services described. These expenses could include courier delivery charges, copies of existing engineering plans and/or maps, printing and reproduction (either in-house or by reproduction company) and mileage. This item does not include providing multiple plan or specification sets for bidding purposes.

**SPECIAL SERVICES:**

H. Field Survey

1. Establish Survey Control:

   Establish survey control along the existing roadway as necessary. These control points will be established based on multiple GNSS observations constrained to NGS CORS data. The horizontal control for each street in the PROJECT will be established on the State Plane Coordinate System (NAD'83 Surface Coordinates). Control points will be established using 5/8" iron rods, 18" long capped with aluminum disks. These control points will be established using GPS and conventional surveying methods.

2. Benchmark Loop:

   A benchmark circuit will be established, based on the vertical control points. These benchmarks will be put in such a place so that they may be easily found for future use. Benchmarks shall be looped in accordance with good surveying practice prior to field surveys. All control leveling work will be performed using appropriate modified second order procedures with closed loops into the PROJECT vertical control.

3. Existing Streets and Right-of-Way:

   Existing road and right-of-way will be profiled and cross-sectioned at 50-foot intervals and to the approximate right-of-way line. Low points, high points and other unique features will be noted.

4. Existing Improvements:

   Location of permanent improvements on and immediately adjacent to, the above defined limits (structures and improvements extending past the stated limits will be surveyed only to the extents of said limits and not in their entirety). Permanent improvements include buildings, structures, fences, pavements, signs, mailboxes and other man-made, unmovable objects.

5. Existing Drainage Channels:

   Existing drainage channels and swales will be profiled and cross sectioned within the immediate vicinity of the PROJECT. FEMA crossings will be surveyed 1,000-foot upstream and downstream at 200' intervals. Low points, high points and any other unique features will be noted. Additional surveying may be necessary to verify the limits of drainage areas.

6. Existing Above-ground and/or Overhead Utilities:

   Above ground features of existing utilities within the existing right-of-way for the limits of the PROJECT will be field located, including elevations of sanitary and storm sewer manhole flowlines and water/gas valve stems. The location of utilities between above ground features will be determined from visual inspection. The utilities will be tied to the PROJECT control points in sufficient detail to identify potential conflicts with proposed construction. The location of underground utilities will be based on information provided by the City of Celina and/or the appropriate private utility companies. We will utilize the One-Call system to collect any paint marks or pin flags put down on site.

7. Boundary & Right-of-Way:

   Right-of-way lines and adjoining boundary lines along the PROJECT will be located. This information will be on research and field evidence. Plot easements or setbacks of which the surveyor has knowledge or has been made aware. <u>This item does not include an abstract of title.</u> Retrieve subdivision plats, maps and/or deeds delineating the ownership for the project. Limited field measurements to only those existing boundary monuments, deemed necessary by the surveyor, to locate the rights-of-way and adjoining boundaries. The graphic depiction of the approximate location of the boundaries of the property lines based on record deeds and plats. Ownership information will be shown based on information from the Collin County Central Appraisal District.

8. Existing Storm Sewers and Culverts:

   The size of existing culverts will be measured and tied along with existing headwalls, channels and aprons. The size, length, and flowline elevation of existing storm sewers will be surveyed.

**EXHIBIT A** to Agreement between the City of Celina Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

I. Easement Documents:

1. Westwood shall prepare the permanent and temporary construction easement exhibits necessary on an additional per easement basis and as requested by the City to cover the selected alternatives. This scope assumes up to 12 easements.

J. Drainage Study (FEMA Zone A Crossings):

1. Hydrologic Analysis - Westwood will prepare a hydrologic analysis for the three (3) watersheds containing the above referenced tract. We will perform this analysis for existing and ultimate watershed conditions as required by the City. The analysis will determine the 5-, 25- and 100-year peak discharges.

   Included in this item:
   - Drainage Area Maps;
   - Land Use Exhibit and Curve Number Calculations;
   - Time of Concentration Calculations;
   - Hydrologic parameter summary; and

   Not included in this item:
   - Detention analysis.
   - Incorporation of upstream ponds

2. Hydraulic Analysis - Westwood will perform a hydraulic analysis of Clarks Branch Trib 2, Little Elm Creek Trib B and Little Elm Creek Trib B-4. The analysis will be based on field survey information and publicly available LiDAR data. We will utilize the flows determined in the hydrologic analysis to define base flood elevations and floodplain inundation limits throughout the limits of the proposed project. We will determine required culvert sizes based on the ultimate 5 -, 25- and 100-year recurrence interval storm events for the three (3) FEMA culvert crossings along Preston Lakes Drive. Please note, culvert improvements within the floodplain are dependent on velocity, commensurate valley storage, water-surface elevations and local and federal regulations

   Included in this item:
   - Delineation of the 100-year existing and ultimate floodplains;
   - Sizing of three (3) culverts/bridges.

   Not included in this item: .
   - CLOMR/LOMR permitting through FEMA.

3. Narrative Drainage Report - Westwood will prepare a narrative drainage report based on the hydrologic and hydraulic analyses referenced above. The report will document the procedures and findings of our analysis and will be submitted to the City for approval prior to construction.

   Included in this item:
   - Narrative drainage report.
   - Floodplain work maps.
   - Technical documentation.
   - Coordination with the City.

Not included in this item:

- City review fees; and Supporting site civil plans.

K. Environmental Assessment

Westwood will conduct a delineation of potential waters of the U.S. While on-site, CONSULTANT biologists will also assess the likelihood of state- and federal-listed species occurrence based on the habitats within the site. The delineation will be conducted in accordance with U.S. Army Corps of Engineers (USACE) guidance, including the 1987 manual, the Great Plains Regional Supplement, and other pertinent guidance. The delineation would be conducted via pedestrian surveys on the subject tract to identify potential waters of the U.S.

A Trimble GPS unit will be used to map all potential waters of the U.S. For streams, the centerline will be mapped using GPS where possible, and the ordinary high-water mark (OHWM) will be recorded regularly. For open-water features such as ponds, the OHWM will also be recorded as a continuous line. For wetlands, the wetland-upland boundary will be established, and that line will be mapped as a continuous line. Datasheets will be completed for potential wetlands and adjacent uplands, along with field notes documenting observations.

A map will be produced using GIS, showing the potentially jurisdictional water features. This map can be provided to the OWNER in either GIS or CAD format for use in their planning efforts.

Westwood will perform environmental assessment of project limits and analyze proposed improvements to determine extent of permitting and impact fees. Environmental assessment will be included as part of the conceptual design.

Assumptions:

1. No Section 404 permitting or coordination with the U.S. Army Corps of Engineers is provided under this scope of services. If permitting ultimately proves necessary, those services could be performed under a separate scope and fee.
2. No testing of existing stream flow rates, groundwater testing, or services of other specialized consultants are included in this scope of services. However, those services could be performed at standard hourly rates upon request.
3. No civil engineering/design efforts are included in this scope of services. However, those services could be performed at standard hourly rates upon request.
4. Access to the site will be granted by the owner upon acceptance of the scope of work.

L. Geotechnical Investigation

1. Through a qualified subcontractor, Westwood shall:
   - Perform soil investigations at large cross culverts as needed to aid in culvert replacement design (up to 4), including field and laboratory tests, borings, related engineering analysis and recommendations for determining soil conditions will be made.
   - A pavement section design will be prepared based on the results.
   - Recommendations regarding design of trench safety and below ground structure, and suitability of pipe materials and construction technologies will be prepared based on the results.

Services <u>not</u> included in this contract:

- *Construction inspection services*
- *As-built surveys of constructed improvements*
- *Public hearings or City Council/Commission meetings*
- *Utility coordination meeting(s) to start relocation process with affected franchise utilities*
- *Reset property corner monumentation disturbed or removed during or after construction*
- *Required application and permitting fees (LOMR) or special insurance premiums are not included*
- *Phase II Environmental Site Assessments*
- *Storm Water Pollution Prevention Plans (SWPPP)*
- *Floodplain permitting*
- *Preliminary and final platting*
- *Zoning change assistance*
- *Site Plan layout*
- *Traffic and parking studies*
- *Retaining wall design*
- *Design of screening walls, light pole bases, transformer or generator pads, hardscape features, pavers and/or site signage*
- *Detailed layout of walks and hardscape areas, including scoring patterns*
- *Design of any underfloor drainage systems*
- *Design of french drain systems around the building perimeters*
- *Ditch capacity analysis*
- *Landscape Plan and Irrigation Plan*
- *Site Lighting Plan*
- *Signage Plan*
- *Off-site roadway, drainage, and utility extensions/improvements*
- *LEED pursuit*
- *Construction staking*

END OF EXHIBIT 'A'

**EXHIBIT B** to Agreement between the City of Celina Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

## EXHIBIT 'B' – COMPENSATION AND METHOD OF PAYMENT

## PRESTON LAKES DRAINAGE IMPROVEMENTS
## (From Carthage Rd to End of Preston Lakes Drive)

**COMPENSATION:**

For all professional services included in EXHIBIT 'A', Scope of Services, Westwood shall be compensated a lump sum fee of **$339,890** as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT 'A', including all labor materials, supplies, and equipment necessary to deliver the services.

| | |
|---|---|
| **Basic Services** | |
| A. Project Management, Coordination & Permitting | $22,300.00 |
| B. Conceptual Design (30% Submittal) | $24,520.00 |
| C. Preliminary Design (60% Submittal) | $73,360.00 |
| D. Final Design (90% & 100% Submittals) | $35,870.00 |
| E. Bid Phase Services | $6,320.00 |
| F. Construction Administration (Time and Materials, NTE) | $14,220.00 |
| G. Direct Expenses (Not to Exceed) | $2,275.00 |
| H. Field Survey | $43,200.00 |
| **TOTAL** | **$222,065.00** |
| **Special Services** | |
| I. Easement Documents (12 @ $3,000/ea) | $36,000.00 |
| J. Drainage Study (FEMA Zone A Crossings) | $59,325.00 |
| K. Environmental Clearance | $7,500.00 |
| L. Geotechnical Investigation | $15,000.00 |
| **TOTAL** | **$117,825.00** |

**METHOD OF PAYMENT:**

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood's cost.

END OF EXHIBIT 'B'

**EXHIBIT C** to Agreement between the City of Celina, Texas ("Client") and Westwood Professional Services, Inc., ("Westwood") for Consulting Services

## EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
   $2,000,000 General Liability
   $2,000,000 Products and Completed Operations Aggregate
   $1,000,000 Personal and Advertising Injury
   $1,000,000 Each Occurrence
   $10,000 Medical Expense

2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
   $1,000,000 Combined Single Limit

3. Umbrella
   $5,000,000 Aggregate
   $5,000,000 Each Occurrence

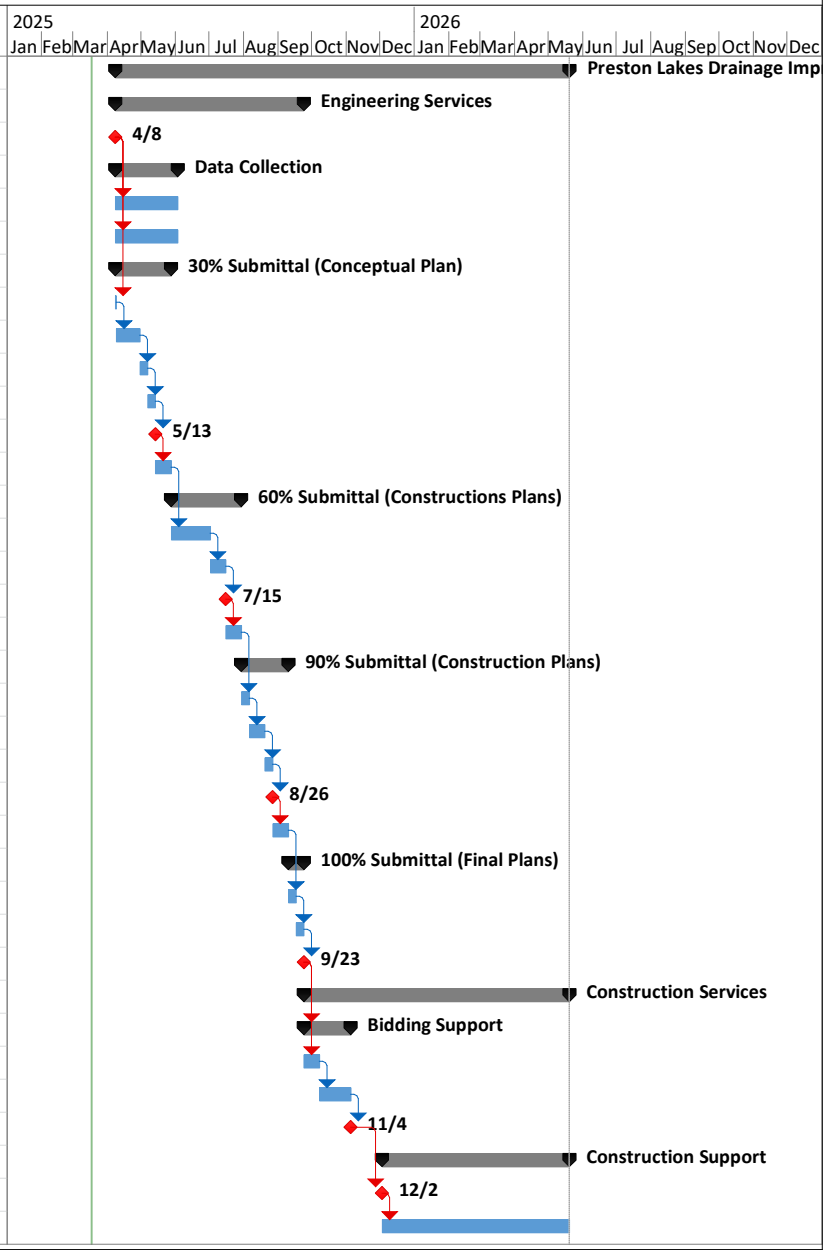
4. Workers Compensation
   $1,000,000 Each Accident
   $1,000,000 Policy Limit
   $1,000,000 Each Employee

*Professional Liability Errors and Omissions Insurance*. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of $2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT 'C'

# EXHIBIT 'D'
# PRESTON LAKES DRAINAGE IMPROVEMENTS
# CITY OF CELINA

| ID | Task Name | Duration | Start | Finish |
|---|---|---|---|---|
| 1 | **Preston Lakes Drainage Improvements** | **291 days** | **Tue 4/8/25** | **Tue 5/19/26** |
| 2 | **Engineering Services** | **121 days** | **Tue 4/8/25** | **Tue 9/23/25** |
| 3 | Notice to Proceed | 0 days | Tue 4/8/25 | Tue 4/8/25 |
| 4 | **Data Collection** | **40 days** | **Tue 4/8/25** | **Mon 6/2/25** |
| 5 | Survey/Boundary Collection | 40 days | Tue 4/8/25 | Mon 6/2/25 |
| 6 | Environmental Services | 40 days | Tue 4/8/25 | Mon 6/2/25 |
| 7 | **30% Submittal (Conceptual Plan)** | **36 days** | **Tue 4/8/25** | **Tue 5/27/25** |
| 8 | Site Visit | 1 day | Tue 4/8/25 | Tue 4/8/25 |
| 9 | H&H Analysis | 15 days | Wed 4/9/25 | Tue 4/29/25 |
| 10 | Report Preparation | 5 days | Wed 4/30/25 | Tue 5/6/25 |
| 11 | QAQC | 5 days | Wed 5/7/25 | Tue 5/13/25 |
| 12 | 30% Submittal | 0 days | Tue 5/13/25 | Tue 5/13/25 |
| 13 | City Review Meeting | 10 days | Wed 5/14/25 | Tue 5/27/25 |
| 14 | **60% Submittal (Constructions Plans)** | **45 days** | **Wed 5/28/25** | **Tue 7/29/25** |
| 15 | Prepare 60% Design Plans | 25 days | Wed 5/28/25 | Tue 7/1/25 |
| 16 | QAQC | 10 days | Wed 7/2/25 | Tue 7/15/25 |
| 17 | Submit to City | 0 days | Tue 7/15/25 | Tue 7/15/25 |
| 18 | City Review | 10 days | Wed 7/16/25 | Tue 7/29/25 |
| 19 | **90% Submittal (Construction Plans)** | **30 days** | **Wed 7/30/25** | **Tue 9/9/25** |
| 20 | Address 60% Comments | 5 days | Wed 7/30/25 | Tue 8/5/25 |
| 21 | Prepare 90% Plans | 10 days | Wed 8/6/25 | Tue 8/19/25 |
| 22 | QAQC | 5 days | Wed 8/20/25 | Tue 8/26/25 |
| 23 | Submit to City | 0 days | Tue 8/26/25 | Tue 8/26/25 |
| 24 | City Review | 10 days | Wed 8/27/25 | Tue 9/9/25 |
| 25 | **100% Submittal (Final Plans)** | **10 days** | **Wed 9/10/25** | **Tue 9/23/25** |
| 26 | Prepare Final Design Plans | 5 days | Wed 9/10/25 | Tue 9/16/25 |
| 27 | QAQC | 5 days | Wed 9/17/25 | Tue 9/23/25 |
| 28 | Submit to City | 0 days | Tue 9/23/25 | Tue 9/23/25 |
| 29 | **Construction Services** | **170 days** | **Wed 9/24/25** | **Tue 5/19/26** |
| 30 | **Bidding Support** | **30 days** | **Wed 9/24/25** | **Tue 11/4/25** |
| 31 | Prepare Bid Documents | 10 days | Wed 9/24/25 | Tue 10/7/25 |
| 32 | Advertisement Support | 20 days | Wed 10/8/25 | Tue 11/4/25 |
| 33 | Award | 0 days | Tue 11/4/25 | Tue 11/4/25 |
| 34 | **Construction Support** | **120 days** | **Tue 12/2/25** | **Tue 5/19/26** |
| 35 | Precon Meeting | 0 days | Tue 12/2/25 | Tue 12/2/25 |
| 36 | Construction Support | 120 days | Wed 12/3/25 | Tue 5/19/26 |



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: | May 13, 2025 |
| Re: | Downtown Commission Appointment |

---

**Action Requested:**
Consider and act upon a Resolution to fill a vacant term on the Downtown Commission. (Kearney)

**Background Information:**
The purpose of this item is to fill the vacancy on the Downtown Commission. City Council accepted the resignation of Joseph Burke from the Downtown Commission on March 11, 2025. During a work session discussion on April 8, 2025 regarding filling vacant positions on Boards and Commissions, City Council provided consensus direction for staff to place an item on the agenda to appoint Audrea Weimer to fill the Downtown Commission vacancy. The provided resolution appoints Audrea to fill the vacant position on the Downtown Commission through September 2027. Because Audrea currently serves as the ex officio member of the Downtown Commission, the resolution also removes her as the ex officio member.

Should City Council want to appoint a different individual to the Downtown Commission, City Council may make a motion to appoint a different individual to fill the vacant position through September 2027.

**Legal Review:**
Legal has not reviewed this item.

**Supporting Documents:**
1. Downtown Commission Appointment Presentation
2. Resolution Appointing Downtown Commission Member

**Financial Consideration:**
There are no financial considerations.

**Staff Recommendation:**
There is no staff recommendation.

# DOWNTOWN COMMISSION APPOINTMENT

City Council Meeting
May 13, 2025

# BACKGROUND

- There is a vacancy on the Downtown Commission due to a resignation
- The vacant position is for a term ending in September 2027
- Staff presented options for filling the vacancy on April 8, 2025
- City Council provided consensus direction to appoint Audrea Weimer
- Audrea currently serves as an ex officio member of the Commission

# ACTION

- The provided resolution removes Audrea as an ex officio member and appoints her to fill the vacant position through September 2027

- Should City Council want to appoint a different individual, City Council may make a motion to appoint a different individual to complete the vacant term through September 2027

**RESOLUTION 2025-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING AUDREA WEIMER TO THE DOWNTOWN COMMISSION TO FILL A VACANT TERM ENDING SEPTEMBER 2027.**

**WHEREAS,** the City Council of the City of Celina, Texas (hereinafter referred to as the "City") accepted the resignation of Joseph Burke from the Downtown Commission on March 11, 2025; and

**WHEREAS,** the resignation created a vacancy on the Downtown Commission for a term ending in September 2027; and

**WHEREAS,** on October 8, 2025, City Council established an ex officio position for the Downtown Commission and appointed Audrea Weimer as the ex officio member of the Commission; and

**WHEREAS,** City Council desires to appoint Audrea Weimer to fill the vacancy on the Downtown Commission for a term ending September 2027.

**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 removes Audrea Weimer from her appointment as the ex officio member of the Downtown Commission.

**SECTION 3.** That the City Council hereby appoints Audrea Weimer as a member of the Downtown Commission to fill the vacant position for a term ending September 2027.

**SECTION 4.** 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 13th DAY OF MAY 2025.**

Ryan Tubbs, Mayor

**ATTEST:**

Jeovanna Rubio, Assistant City Secretary

Life Connected.

**IT**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Amy Alexander, Director of Information Technology |
| CC: | Karla Stovall, Assistant City Manager |
| Intiated by: | Alden Gleason |
| Date: | May 13, 2025 |
| Re: | Procore Software Renewal 2025 |

**Action Requested:**
Consider and act to renew the agreement with EC America, Inc., for construction management software through a cooperative contract with the General Services Administration in an amount not to exceed $157,822.27. (Alexander)

**Background Information:**
Staff requests authorization to renew the existing agreement with EC America for construction management software (Procore) through the following cooperative agreement.

Cooperative Agency: General Services Administration
Cooperative Contract #: 47QTCA23D00B9

On April 13, 2021, Council authorized the purchase of Procore, a project management software. The license renewal is tied to the forecasted year's total user volume in design and construction (project value). The total forecasted project value has increased, which has increased this year's fees. FY24 fees were $97,917.31 (based on fifty-seven million), and FY25 fees will be $157,822.27 (based on one hundred and three million).

The General Services Administration does not require an executed Interlocal Agreement to utilize their contracts. Chapter 271 of the Local Government Code authorizes cooperative purchases. Use of the contracts satisfies the competitive bidding requirement while saving time and funding in the development of specifications and duplication of work during the process.

**Legal Review:**
N/A

**Supporting Documents:**

1. Quote
2. Procore - 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 approval.

EC America, Inc.
a subsidiary of immixGroup

# Sales Quotation

Andy Glasgow
City of Celina
, PH: 972-382-2682
aglasgow@celina-tx.gov

**Contract No.:** 47QTCA23D00B9

**CAGE Code:** 1QTH6
**DUNS No.:** 01-757-3259
**TAX ID#:** 52-2085893
**Terms:** NET 30
**FOB:**

**Quote Number:** QUO-1519644-K1W1V7
**Quote Date:** 4/10/2025
**Expiration Date:** 5/21/2025

Order Address:
EC America
8444 Westpark Drive, Suite 200
McLean, VA 22102
PH: 703-752-0610 FX: 703-752-0611

**EC America Contact:** Strane, Logan
+1 770-615-2468 Logan.Strane@immixgroup.com

**Manufacturer Quote #:**
**Manufacturer Ref #:**

**Manufacturer Contact:** Wagner, Abby
- abby.wagner@procore.com

Start Date: 4/29/2024
End Date: 4/28/2025
Project Cap: 90
ACV: $103 M

| Item | Part Number | Contract | Trans Type | Product Description | Qty | Price | Extended Price |
|---|---|---|---|---|---|---|---|
| 1 | PRO-1410-09 | 47QTCA23D00B9 | SUB | Project Management Pro: provides Project Overview, Documentation, and Communication Management tools, including Directory, Reports, Documents, Drawings, Photos, RFIs, Specifications, Submittals, and Punchlist. Pricing is minimum price for Annual Construct** TRUSTED PRODUCT ** | 1 | $68,153.3700 | $68,153.37 |
| | | Period of Performance: 4/29/2025 to 4/28/2026. | | | | | |
| 2 | PRO-1480-09 | 47QTCA23D00B9 | SUB | Quality & Safety: provides Quality & Safety tools, including Incidents, Inspections, and Observations. Pricing is maximum price for Annual Construction Volume from $100,000,001 - $150,000,000** TRUSTED PRODUCT ** | 1 | $26,373.4300 | $26,373.43 |
| | | Period of Performance: 4/29/2025 to 4/28/2026. | | | | | |
| 3 | PRO-1430-09 | 47QTCA23D00B9 | SUB | Project Financials: provides Financial Management tools, including Direct Costs, Change Events, Commitments, Change Orders, Prime Contract, and Budget. Pricing is maximum price for Annual Construction Volume from $100,000,001 - $150,000,000** TRUSTED PRODUCT ** | 1 | $33,553.8300 | $33,553.83 |
| | | Period of Performance: 4/29/2025 to 4/28/2026. | | | | | |
| 4 | PRO-1600-09 | 47QTCA23D00B9 | SUB | Invoice Management: provides invoice management tools, including Owner and Subcontractor invoices. Pricing is maximum price for Annual Construction Volume from $100,000,001 - $150,000,000** TRUSTED PRODUCT ** | 1 | $17,068.7000 | $17,068.70 |
| | | Period of Performance: 4/29/2025 to 4/28/2026. | | | | | |
| 5 | PRO-5080-06 | OPENMARKET-EC | SUB | Analytics 2.0** TRUSTED PRODUCT ** | 1 | $12,672.9400 | $12,672.94 |
| | | Period of Performance: 4/29/2025 to 4/28/2026. | | | | | |

| | |
|---|---|
| **SUBSCRIPTION** | $157,822.27 |
| **Grand Total** | $157,822.27 |

List of Services Included: Unlimited customer support, unlimited user licensing, unlimited storage in the cloud, implementation manager

Construction Volume: Construction Volume means the aggregate dollar value of the construction work performed or put in place for all distinct projects for which Customer utilizes the Subscription Services identified with Customer's Procore account(s) during the Subscription Term identified on this Order.

Subject to the Terms and Conditions of GSA MAS Contract Number 47QTCA23D00B9; See: https://www.immixgroup.com/gsamas47qtca23d00b9/

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption or resale certificate is provided.

All Purchase Orders must include:  End User Name, Phone Number, Email Address, Purchase Order Number, Government Contract Number and Our Quote Number, Bill-To and Ship-To Address (Cannot ship to a PO Box), Period of Performance (if applicable), and a Signature of a duly Authorized Representative.

Open Market items are subject to the attached Terms and Conditions.

The identified line items are Trusted Products under the immixGroup Trusted Supplier Program.
immixGroup Trusted Supplier Program Policies, Commitments and Guarantees/Warranties can be obtained at:
http://www.immixgroup.com/uploadedFiles/Trusted-Supplier-Program_Guarantee-and-Warranty.pdf

# PROCORE SOFTWARE RENEWAL 2025

Amy Alexander
Director of Information Technology
May 13, 2025

# RENEWAL OF PROCORE

Procore is a cloud-based construction management software for project workflows, communication, and documentation. It's used for budgeting, scheduling, collaboration, enhancing efficiency on construction projects. The City utilizes Procore for CIP project management

**FY 24 :** $97,917.31

**FY 25 :** $157,822.27

Renewal costs are based on forecasted project value. This year, the increase is attributed to increase for total CIP projects anticipated to exceed 103 million.

# 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: | May 13, 2025 |
| Re: | Work Authorization - B-Weiss Entertainment Group, LLC |

**Action Requested:**
Consider and act to approve a work authorization with B-Weiss Entertainment Group, LLC. for event infrastructure at Splash & Blast in an amount not to exceed $174,792.50 (Monaco)

**Background Information:**
The City of Celina is requesting approval to enter into a work authorization with B-Weiss Entertainment Group, LLC for event infrastructure services required for the upcoming Splash & Blast. This work authorization outlines the scope of work that must be completed in accordance with the main agreement for contractor services between the City of Celina and B-Weiss Entertainment Group, LLC. The approved scope includes the following infrastructure elements:

- Music Talent Booking (Headliner + DJ + 1 Opener)
- Staging/AVL/Labor/Security/Rider Requirements/Stage Management
- Janitorial Service
- Decor
- Shuttles/Shuttle Management/Parking Lot Management
- Kids Zone
- Golf Carts
- Barricades/Message Boards
- Light Towers
- Generators/Advance Electrical
- Fencing
- Equipment/Event Rentals
- AutoCAD Mapping

- Booth Marking

The work authorization ensures that B-Weiss Entertainment Group, LLC will adhere to these specifications and complete the event infrastructure services as outlined. Any modifications or changes to the scope of work will be agreed upon in writing by both the City of Celina and B-Weiss Entertainment Group, LLC, before implementation. The approval of this work authorization is required for the creation of the purchase order, which will not exceed the estimated cost provided by B-Weiss Entertainment Group, LLC. This ensures the event infrastructure is completed in a timely and cost-effective manner while allowing for necessary adjustments as needed for the event.

The City maintains an executed master agreement for services with B-Weiss Entertainment Group, LLC for on-call services. City Council authorized the agreement in 2023 for a period of five years.

**Legal Review:**
N/A

**Supporting Documents:**
1. Staff Presentation
2. Work Authorization
3. 2023 - BWeiss Entertainment Group (Master Services Agreement)

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

**Staff Recommendation:**
Staff recommends awarding the work authorization as presented.

# Work Authorization for B-Weiss Entertainment Group, LLC

**Joe Monaco**
**Director of Marketing & Communications**
**May 13, 2025**

# BACKGROUND

- The City of Celina has an established Master Services Agreement with B-Weiss Entertainment Group, LLC, to support the execution of premier events, such as the upcoming Splash & Blast.

- As part of this partnership, the proposed Work Authorization will enable B-Weiss Entertainment Group, LLC, to begin securing the event infrastructure for the upcoming Splash & Blast.

- Event infrastructure includes: Music Talent Booking (Headliner + DJ + 1 Opener), Staging/AVL/Labor/Security/Rider Requirements/Stage Management, Janitorial Services, Décor, Shuttles/Shuttle Management/Parking Lot Management, Kids Zone, Golf Carts, Barricades/Message Boards, Light Towers, Generators/Advance Electrical, Fencing, Equipment/Event Rentals, AutoCAD Mapping, and Booth Marking.

- The scope of the Work Authorization is structured to ensure costs remain within the maximum amount specified in this agreement.

# QUESTIONS?

# EXHIBIT 1 - WORK AUTHORIZATION

| MAPS # | 2023-014 | MAPS Date: | 11/14/2023 |
|---|---|---|---|

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

| | | | |
|---|---|---|---|
| **Event Name:** | Splash & Blast | | |
| **Work Authorization #** | | **Purchase Order#:** | |
| **Contractor Representative:** | | **Owner Representative:** | |

**INVOICE SUBMITTAL**

| | | |
|---|---|---|
| Invoice Instructions:<br><br>**Electronic Submission is preferred.** | Email to: | accountspayable@celina-tx.gov &<br>**events@celina-tx.gov** |
| | Mail to: | City of Celina<br>Accounts Payable<br>142 N. Ohio<br>Celina, TX 75009 |
| | Include PO number 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:** **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** | **CONTRACTOR** |
|---|---|
| | Morris Taylor |
| Signature | Signature |
| | Morris Taylor, Head, Accting & Finance |
| Printed Name & Title | Printed Name & Title |
| | 4/23/25 |
| Date | Date |

Exhibit A

Splash & Blast – Saturday, June 28, 2025
2025 Budget: $ 174,700

Music Talent Booking (Headliner + DJ + 1 Opener)
Staging/AVL/Labor/Security/Rider Requirements/Stage Management
Janitorial Service
Décor
Shuttles +Shuttle Management/ Parking Lot Management
Kid Zone
Golf Carts
Barricades/Message Boards
Light Towers
Generators/Advance electrical
Fencing
Equipment/Event Rentals
AutoCAD Mapping
Booth marking

**B-Weiss Entertainment Group, LLC**
PO Box 152568
Dallas, TX 75315 USA
+14699410546
brad@bweissent.com

**ADDRESS**
City of Celina
142 N Ohio St
Celina, TX 75009
United States

**SHIP TO**
Celina, TX 75009
United States

# Estimate 1586

**DATE** 04/23/2025

**EXPIRATION DATE** 05/02/2025

**SHIP DATE**
06/28/2025

| ITEM | QTY | RATE | AMOUNT |
|---|---|---|---|
| Site Crew | 1 | 2,000.00 | 2,000.00 |
| Stage - SL100/Wings, Sound and Lights, per Advance. All Static Lighting, Only Wash Lighting. Load in June 27th and Load Out June 28th. Does Include Delays, No Rider Specs yet, Estimated hand Call | 1 | 23,500.00 | 23,500.00 |
| Crew Buyouts Food | 10 | 45.00 | 450.00 |
| Stage Banners - Header, (2) Wings and Backdrop | 1 | 3,000.00 | 3,000.00 |
| Sponsor Banners - (2) 6’ x 12’ | 1 | 800.00 | 800.00 |
| Electrical Services | 1 | 26,500.00 | 26,500.00 |
| Tent Table Chair Rentals | 1 | 10,000.00 | 10,000.00 |
| Temp Fence | 1,500 | 1.25 | 1,875.00 |
| Sand Bags | 175 | 3.50 | 612.50 |
| Wind Screen | 600 | 1.25 | 750.00 |
| Bike Rack Barricade | 1,200 | 1.50 | 1,800.00 |
| Fence Delivery / Pick Up | 1 | 450.00 | 450.00 |
| RV’s - (1) Command Post, (1) for Volunteers | 2 | 3,500.00 | 7,000.00 |
| Security - Overnight, Parking Lots, Stage and Reliever | 1 | 3,500.00 | 3,500.00 |
| Janitorial Services | 1 | 5,500.00 | 5,500.00 |
| Heavy Equipment - (4) Light Towers, (1) Warehouse Fork, (1) UTV | 1 | 5,500.00 | 5,500.00 |
| Fauxcades Decorations | 1 | 10,000.00 | 10,000.00 |
| Shuttle Program - Buses, Coordinators All In | 1 | 18,500.00 | 18,500.00 |
| Traffic Control and Barricade Rental | 1 | 8,000.00 | 8,000.00 |
| Golf Carts - (2) 4 Passenger, (5) Flatbeds | 1 | 4,500.00 | 4,500.00 |
| Bounce Houses / Water Slides | 1 | 16,000.00 | 16,000.00 |
| CAD Design, Layout, and Revisions | 1 | 1,500.00 | 1,500.00 |
| Production RV | 1 | 2,750.00 | 2,750.00 |

| ITEM | QTY | RATE | AMOUNT |
|---|---|---|---|
| Supplies/Printing/Maps | 1 | 500.00 | 500.00 |
| DJ Neil | 1 | 862.50 | 862.50 |
| 4X4 Band | 1 | 4,312.50 | 4,312.50 |
| Electric Circus | 1 | 4,600.00 | 4,600.00 |
| Management Fee and Stage Management | 1 | 10,000.00 | 10,000.00 |

| | |
|---|---|
| SUBTOTAL | 174,762.50 |
| TAX | 0.00 |
| TOTAL | $174,762.50 |

Accepted By

Accepted Date

**MAIN AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR EVENT PRODUCTION SERVICES—TASK ORDER EDITION MAIN AGREEMENT**

This Main Agreement is made between **CITY OF CELINA** (Owner) and **B-Weiss Entertainment Group LLC. (**Contractor). Other terms used in the Agreement are defined in Article 7.

From time-to-time Owner may engage Contractor to provide services for one or more specific projects (each a "Specific Project"). Each such engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

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, in a form (or substantially thereto) as attached hereto as Exhibit 1 (the "Task Order").

B. The Main Agreement is not a commitment by the Owner to issue any Task Orders.

C. Contractor will not be obligated to perform any prospective Task Order 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 material matters, and include such particulars in the Task Order, and

2. Owner and Contractor both sign the Task Order.

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

1.02 Task Order Procedure

A. The general recommended format of a Task Order is presented in the accompanying Work Authorization Form (again, attached hereto as Exhibit 1 and incorporated herein by reference). Commonly used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.

B. Each specific Task Order 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. Task Order Schedule.

5. Contractor 's Compensation for Task Order; and

6. Primary Subcontractors, if any.

C. With respect to the Contractor 's scope of services under a specific Task Order, each specific

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

Task Order may include as an exhibit thereto:

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

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

E. Task Orders 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 Task Order 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.
2. Coordinate services within Contractor's internal team, and with Contractor's Subcontractors (if any).
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**

2.01 Application of Owner's Responsibilities

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

2.02 Project Information

B. 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. 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.

2.03 Owner's General Responsibilities

C. 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 Task Order.

D. 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.

E. 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 Task Order.

F. 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 Task Order.

G. 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.

H. 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.

I. 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.

J. Owner shall:

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

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

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

4. Perform or provide the following:

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

2.04 Payment

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

**ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES**

3.02 Term

A. This Agreement will be effective and applicable to Task Orders issued hereunder for one (1) years from the Effective Date of the Agreement with the option to renew (via written agreement to be signed by Contractor and Owner) for up to four (4) additional one (1) year terms.

3.03 Commencement

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

3.04 Time for Completion

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

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 increases 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 sole control of Contractor, to complete the performance required in a Task Order 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 .

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

**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. In addition to other remedies which may be available to Contractor, 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 task order.

**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 Task Order to Laws and Regulations,

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

c. changes after the Effective Date of the Task Order 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 of its subcontractors engaged to provide services hereunder to maintain the same coverage as required of the Contractor.

6.03 Termination

A. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice and reasonable opportunity to cure in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and a specific Task Order, 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 Task Order, 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 Task Order hereunder, or to any breach of this Main Agreement or any Task Order ("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 from the date of notice of the dispute. Owner and Contractor shall split the mediator's fee and shall bear their own costs in connection with the mediation.

C. If the parties fail to resolve a dispute through mediation under Paragraph 6.05.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 Task Orders (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. For clarification purposes only, Contractor's indemnification obligations hereunder apply only to (and to the extent of) the negligence of Contractor or Contractor's Subcontractors in connection with the services to be provided by Contractor hereunder.

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 Task Order, 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 Task Order 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 to City: purchasing@celina-tx.gov. Email notice to Contractor: brad@bweissent.com with copy to stallone@ohdlegal.com.

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 Task Order will survive completion or termination for any reason.

C. Severability: Any provision or part of the Main Agreement or any Task Order 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 Task Order 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 Task Order.

**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 Task Order.

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 Task Orders, including all exhibits and duly executed amendments to such Task Orders.

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

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 Task Order, 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 Task Order, 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 Task Order—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order 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 Task Orders, including but not limited to provisions regarding task order 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 for the performance of a part of the Work.

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

23. Task Order—A document executed under this Main Agreement by 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; TASK ORDER FORM; EXHIBITS TO TASK ORDER; 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 fully-executed Task Orders:

A. Exhibit 1 – Work Authorization Form (the form "Task Order")
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

8.02 Resource Documents: Task Order Form and Exhibits to Task Order

A. The parties acknowledge the accompanying documents, Exhibit 1 & Exhibit C. These documents are a resource for the parties' use when a specific Task Order is issued or amended. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order 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 Task Order and its exhibits (and amendment to the same).

8.03 Executed Task Orders and Their Exhibits

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

8.04 Total Agreement; Amendments to Main Agreement and Task Orders

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 Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.

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

8.05 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 Task Orders, 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 Task Order, Contractor and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.06 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.

8.07 Conflict of Interest

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

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

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

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

| CITY OF CELINA | CONTRACTOR |
|---|---|
| Signature | Brad Weiss (Dec 6, 2023 11:44 CST)<br>Signature |
| Dawn Berry, Purchasing Director<br>Printed Name | Brad Weiss<br>Printed Name |
| 12/6/2023<br>Date | 12/4/202<br>Date |
| Address for giving notices:<br>**City of Celina**<br>**142 N. Ohio**<br>**Celina, TX 75009**<br>**Attn: Contracts**<br>**469-813-4194**<br>**contracts@celina-tx.gov** | Address for giving notices:<br>B-Weiss Entertainment Group, LLC., ATTN: Brad Weiss, PO BOX 152568, Dallas, Texas 75 |

Ryan Quilgey

**Signature:** Ryan Quilgey (Dec 6, 2023 12:43 CST)

**Email:** rquigley@celina-tx.gov

# Master Service Agreement for Event Production Services_Legal Approved

Final Audit Report 2023-12-06

| | |
|---|---|
| Created: | 2023-10-25 |
| By: | Ryan Quigley (rquigley@celina-tx.gov) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAgg96Hakf8Bf3oW49C09xYBASlx8TC0yA |

## "Master Service Agreement for Event Production Services_Legal Approved" History

Document created by Ryan Quigley (rquigley@celina-tx.gov)
2023-10-25 - 9:31:47 PM GMT

Document emailed to brad@bweissent.com for signature
2023-10-25 - 9:32:52 PM GMT

Email viewed by brad@bweissent.com
2023-12-06 - 5:34:03 PM GMT

Signer brad@bweissent.com entered name at signing as Brad Weiss
2023-12-06 - 5:44:27 PM GMT

Document e-signed by Brad Weiss (brad@bweissent.com)
Signature Date: 2023-12-06 - 5:44:29 PM GMT - Time Source: server

Document emailed to Ryan Quigley (rquigley@celina-tx.gov) for signature
2023-12-06 - 5:44:30 PM GMT

Email viewed by Ryan Quigley (rquigley@celina-tx.gov)
2023-12-06 - 6:43:01 PM GMT

Document e-signed by Ryan Quigley (rquigley@celina-tx.gov)
Signature Date: 2023-12-06 - 6:43:18 PM GMT - Time Source: server

Document emailed to Dawn Berry (dberry@celina-tx.gov) for signature
2023-12-06 - 6:43:19 PM GMT

Email viewed by Dawn Berry (dberry@celina-tx.gov)
2023-12-06 - 6:43:44 PM GMT

Document e-signed by Dawn Berry (dberry@celina-tx.gov)

Signature Date: 2023-12-06 - 6:45:59 PM GMT - Time Source: server

Agreement completed.

2023-12-06 - 6:45:59 PM GMT

Adobe Acrobat Sign

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: | May 13, 2025 |
| Re: | Wastewater Manhole Rehabilitation and Leak Mitigation |

**Action Requested:**
Consider and act to authorize manhole rehabilitation services with Insituform Technologies, LLC through a cooperative contract with Buyboard (contract # 730-24) in an amount not to exceed $119,583.00. (Figueroa)

**Background Information:**

The City of Celina Public Works continues its commitment to maintaining critical wastewater infrastructure through a targeted rehabilitation initiative focused on sanitary sewer manholes. As part of this effort, staff recommends approving a proposal from Insituform Technologies, LLC to rehabilitate twenty (20) existing manholes and perform injection grouting to mitigate active water infiltration.

This work will be conducted using the Spectrashield spray lining system and injection grouting methods, which are designed to extend the life of manhole structures, improve overall system performance, and stop water infiltration. The project will be completed under BuyBoard Contract #730-24, ensuring compliance with cooperative purchasing guidelines and competitive pricing standards.

The City maintains an executed Interlocal Agreement with the above cooperative agency. Chapter 271 of the Local Government Code authorizes cooperative purchases. Using the contracts satisfies the competitive bidding requirement while saving time and funding for developing specifications and duplicating work.

The proposal includes all necessary labor, equipment, and materials to complete the project. The project also provides for a one-year standard construction warranty and includes key inclusions such as mobilization, traffic control, and safe confined space practices.

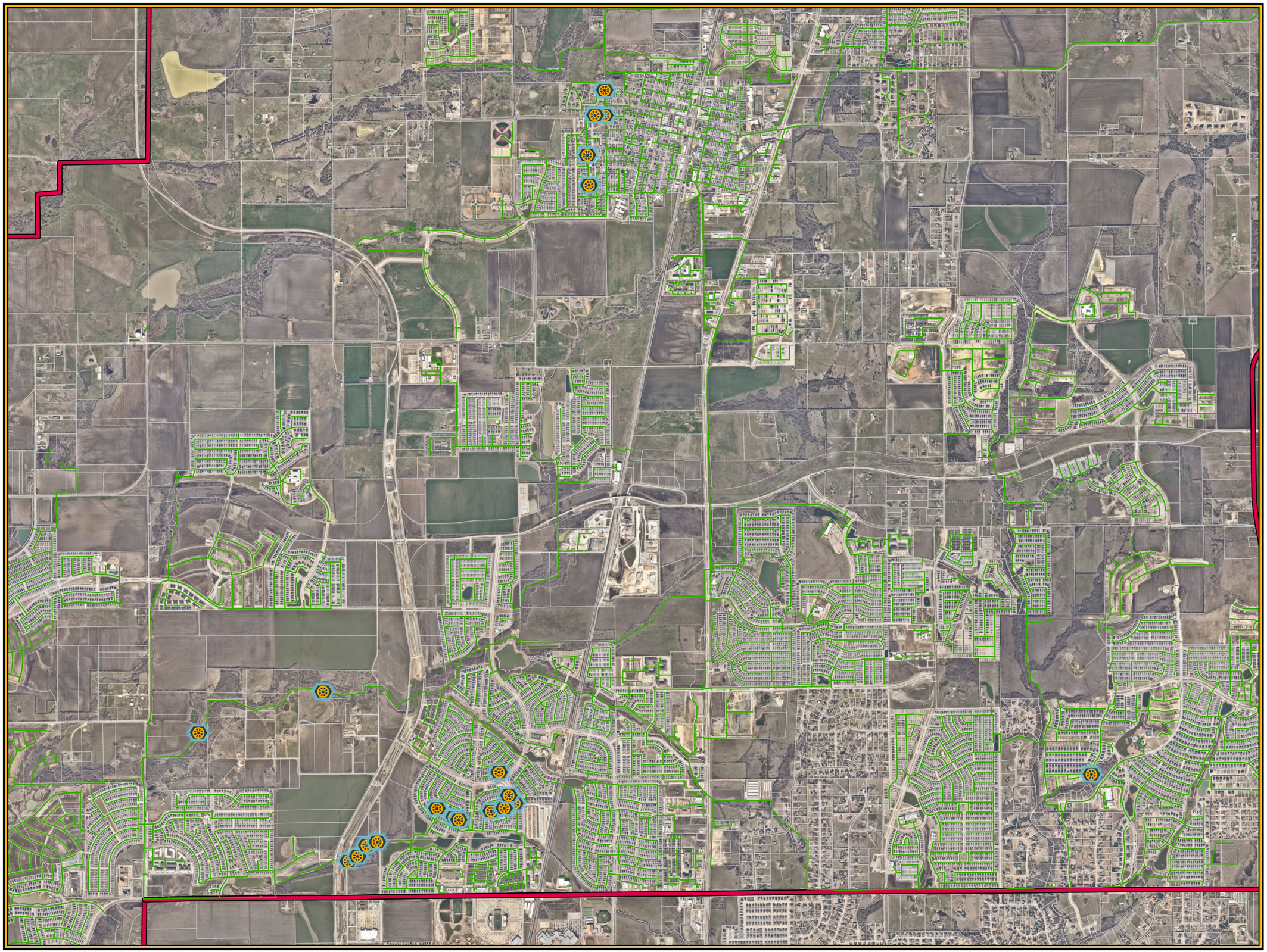
Staff recommend proceeding with this project to address identified infrastructure problems and reduce groundwater infiltration into the sanitary sewer system. This contract will help prevent capacity issues and reduce treatment costs.

**Legal Review:**
N/A

**Supporting Documents:**
1. Manhole Repair Maps 4.29.2025
2. Presentation -2025 Manhole Repair & Leak Mitigation
3. Celina 2025 MH Rehab Proposal

**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 approving the contract as presented.



CELINA TEXAS EST. 1876
Life Connected.

# Exhibit
## City of Celina

## Legend

- Parcels
- ww Lines
- Manholes

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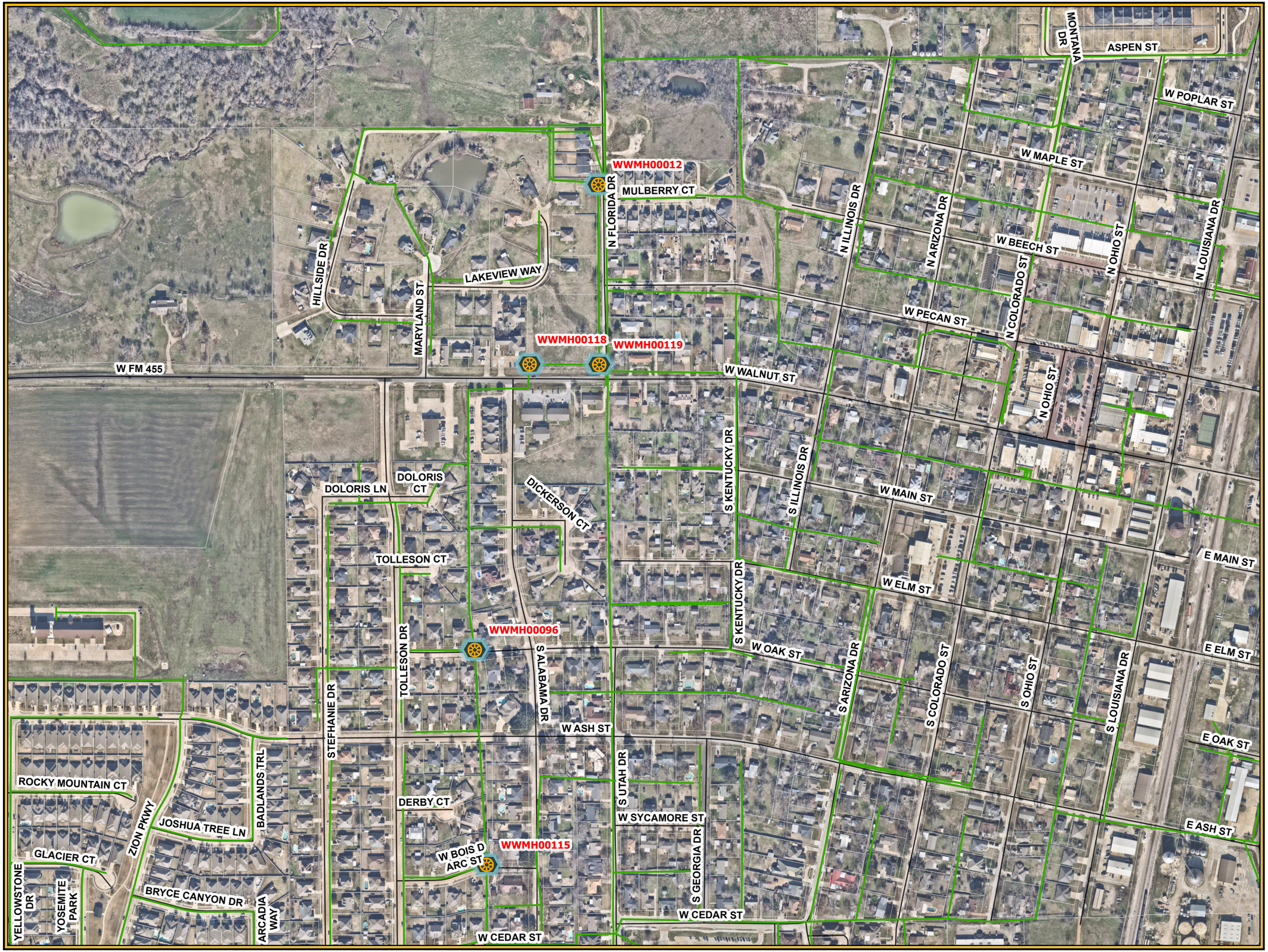
4/29/2025




CELINA TEXAS EST. 1876
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# Exhibit
## City of Celina

## Legend

- Roads
- Parcels
- ww Lines
- Manholes

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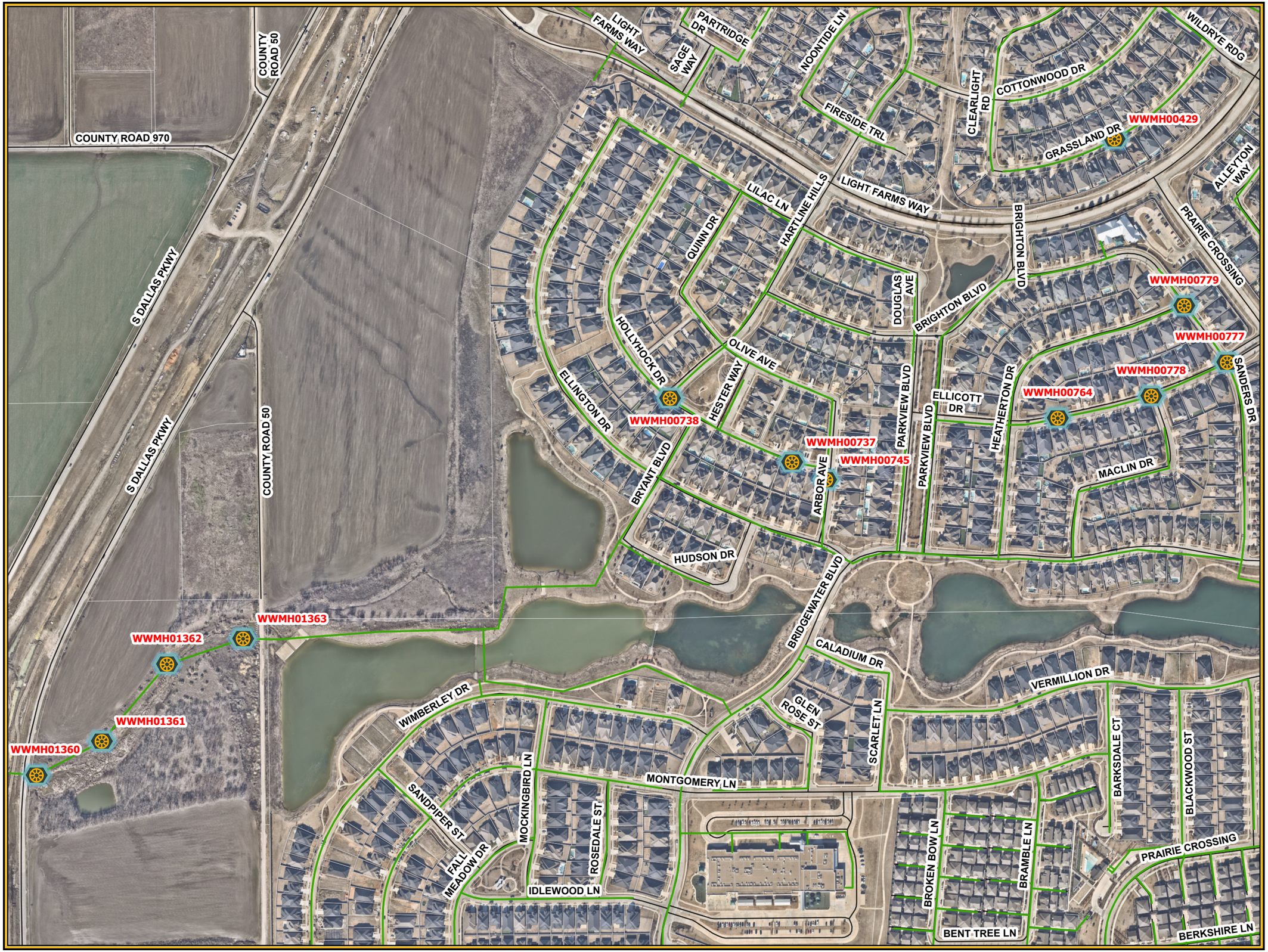


CELINA TEXAS EST. 1876
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# Exhibit
## City of Celina

## Legend

- Roads
- Parcels
- ww Lines
- Manholes

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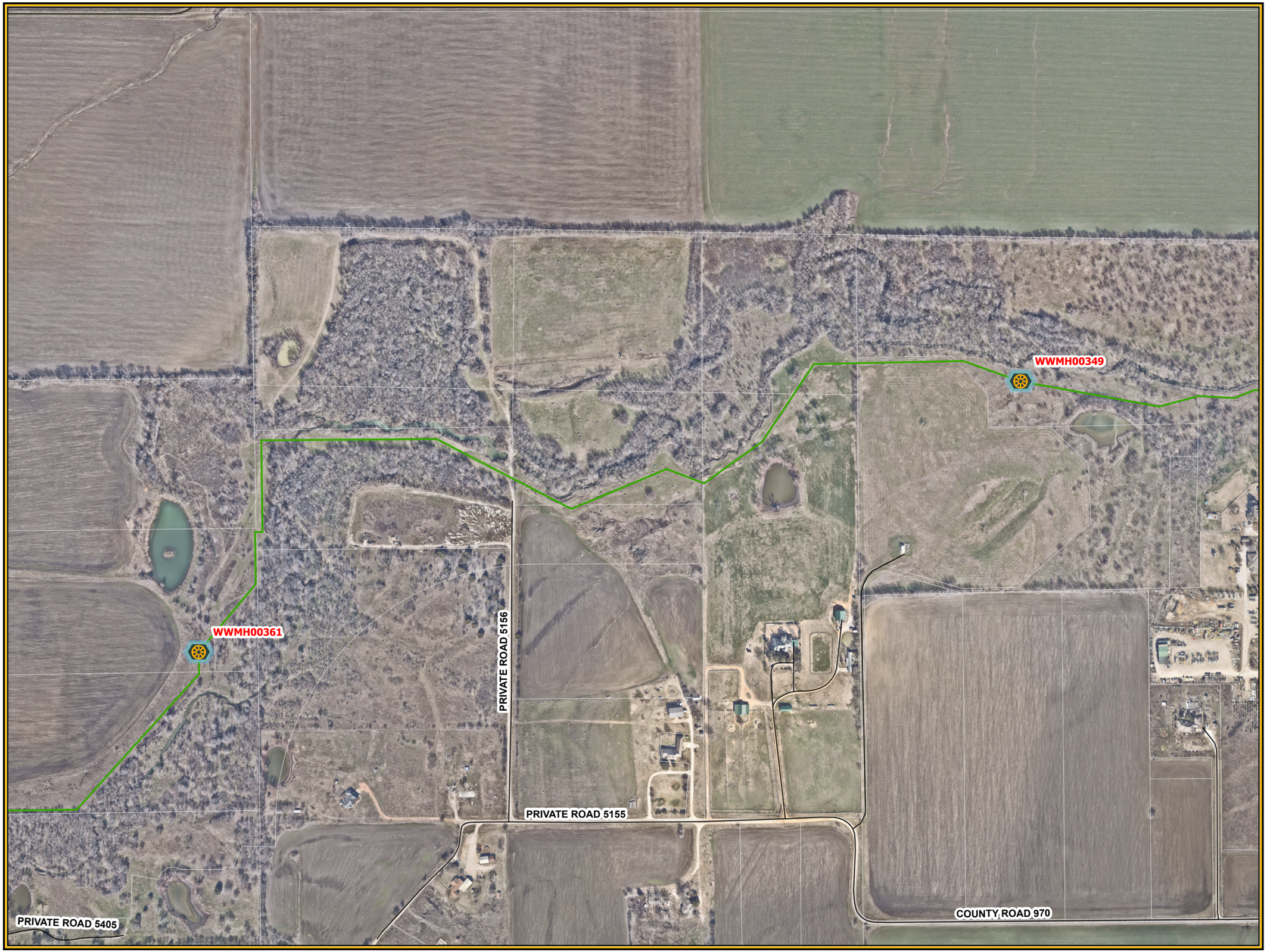
4/29/2025




CELINA TEXAS EST. 1876
Life Connected.

# Exhibit
## City of Celina

## Legend

- Roads
- Parcels
- ww Lines
- Manholes

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4/29/2025

CELINA TEXAS EST. 1876
Life Connected.

# Exhibit
## City of Celina

## Legend

- Roads
- Parcels
- ww Lines
- Manholes

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4/29/2025

# 2025 Wastewater Manhole Repair & Leak Mitigation

Andrew Figueroa
May 13, 2025

# AGENDA OVERVIEW

- Consider and act to authorize the execution of a contract with Insituform Technologies, LLC  to complete sanitary sewer manhole rehabilitation through a cooperative contract with Buyboard  contract  #730-24 in an amount not to exceed $119,583.00. Funding is available in the current budget.

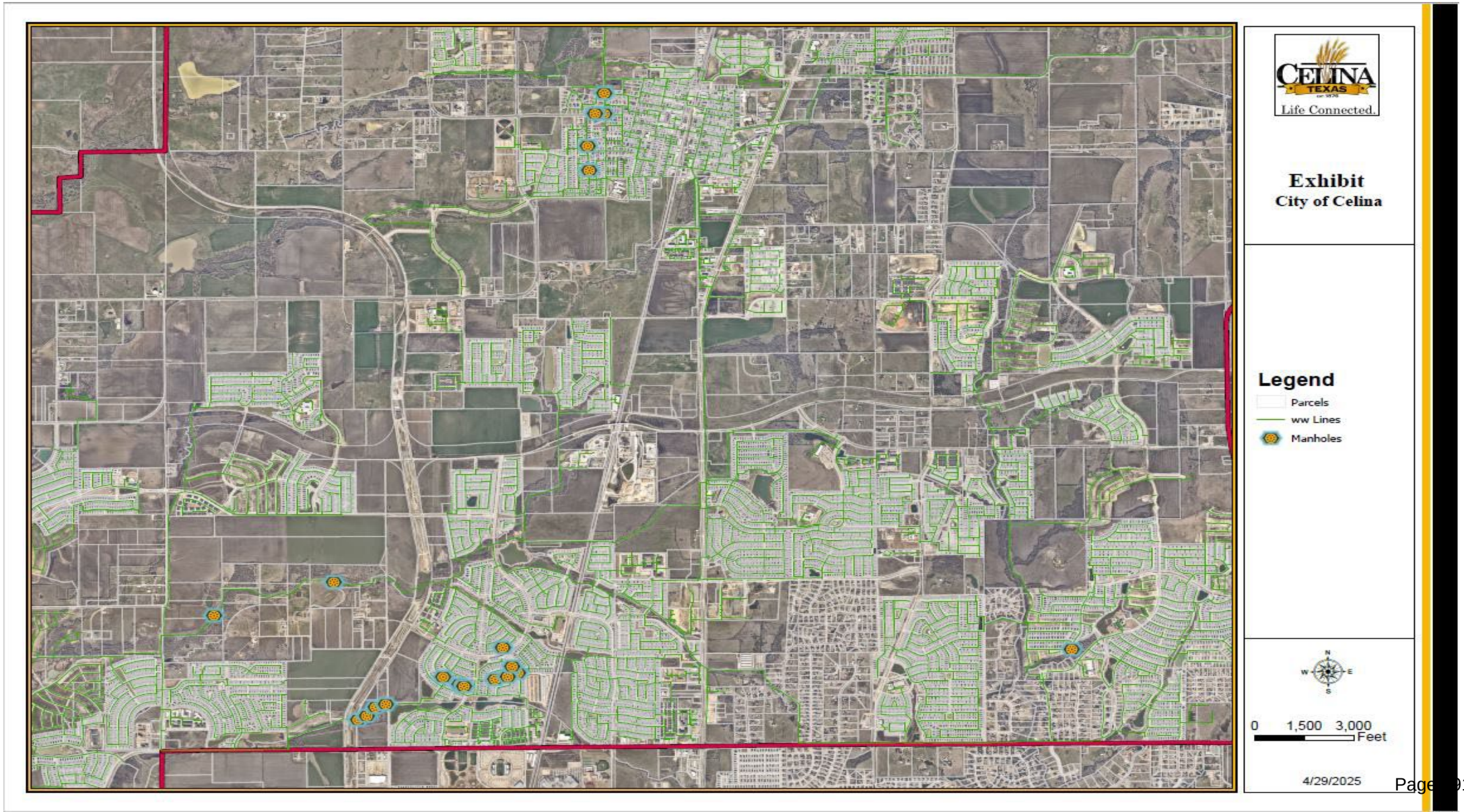
- Staff recommends proceeding with this project to address identified infrastructure problems and reduce groundwater infiltration into the sanitary sewer system, which helps prevent capacity issues, and reduce treatment costs.

# SCOPE OF WORK

- The scope of work includes rehabilitation of twenty (20) existing manholes and injection grouting to mitigate active water infiltration.

- This work will be conducted using the Spectrashield spray lining system and injection grouting methods, which is designed to extend the life of manhole structures and improve overall system performance and stop the water infiltration.

# MANHOLE REHABILITATION AREA OVERVIEW



# QUESTIONS?

HQ/Contracts:
**Insituform Technologies, LLC**
580 Goddard Avenue
Chesterfield, MO 63005
www.aegion.com

**Local Contact:**
**Timothy Peterie**
1103 Postwood Dr
Corinth, TX 76210
Tel. 214-317-0950
tpeterie@azuria.com

April 29, 2025

SF#: 00205681

Mr. Thomas MacDonald
City of Celina
142 N. Ohio St.
Celina, TX 75009-6183

# Buyboard Proposal

Project Name: **City of Celina, TX – 2025 Manhole Rehab & Leak Mitigation**
**Sanitary Sewer Manhole Rehab by Spectrashield**

**INSITUFORM TECHNOLOGIES, LLC** herein proposes to furnish all labor, materials, equipment, and services necessary to complete the referenced project (as detailed in the project information presented by the City of Celina) utilizing The Local Government Purchasing Cooperative Contract #730-24 administered through the BuyBoard.

## ASSUMPTIONS AND QUALIFICATIONS

This pricing is based on the best available information at the time of this proposal. It is understood that the work to be completed in this proposal is to repair leaking manholes with injection grouting and complete manhole rehabilitation on 20 manholes.

Water shall be provided at no cost to Insituform Technologies, LLC for all construction phases of this project. Insituform Technologies, LLC will follow all required deposit, backflow prevention, and metering procedures.

**The City of Celina will provide access to all manholes, permits, traffic control beyond cones and residential controls, and disposal site for debris. It is understood that this work will be completed during dry conditions to facilitate access.**

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to. Any changes to these specifications must be noted and agreed upon by both parties prior to finalizing the proposal pricing.

## PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

## PROPOSAL PRICING

| PAY ITEM NO. | DESCRIPTION | APPROX. QUANTITY | U/M | UNIT PRICE | ESTIMATED AMOUNT |
|---|---|---|---|---|---|
| 1 | Mobilization – MH Rehab Crew | 1 | EA | $6,900.00 | $6,900.00 |
| 2 | Manhole Spray Rehab – Spectrashield | 3,292 | SF | $32.25 | $106,167.00 |
| 3 | Injection Grouting for Leak Mitigation (Qty TBD) | 10 | Gal | $450.00 | $4,500.00 |
| 4 | Flagger (per man) | 48 | HR | $42.00 | $2,016.00 |
| | | | | **TOTAL** | **$119,583.00** |

## PROPOSAL INCLUSIONS

The prices stated in this proposal include:

1. Mobilization and demobilization.
2. Residential street traffic control as needed.
3. Manhole surface preparation and cleaning prior to rehab.
4. Injection grouting to mitigate active infiltration.
5. Confined space safe entry practices.
6. 1-Year standard construction warranty.
7. Performance and Payment Bond if required.
8. Certificate of insurance with standard coverage.

## PROPOSAL EXCLUSIONS

Not included in the prices stated in this estimate are costs associated with the items listed below. These items, if needed or found to be applicable, would be provided by **INSITUFORM TECHNOLOGIES, LLC** at your additional cost; or would be furnished by others, at your direction, at no cost to **INSITUFORM TECHNOLOGIES, LLC**:

a) Project permits and/or local licenses.
b) TXDOT traffic control plan.
c) Bypass, if required.
d) State and local sales and/or use taxes on the value of the project. If you are exempt, please submit the appropriate documentation.
e) Additional premiums for special insurance coverage(s) demanded by you or other parties particular to this project.
*f)* If any hazardous or toxic materials are encountered during the project, the Owner will be responsible for the removal and disposal of the materials.

## PROPOSAL TERMS AND CONDITIONS

a) Limits of Liability. In consideration of **INSITUFORM TECHNOLOGIES, LLC**'s agreement to maintain no less than $5,000,000 of comprehensive general liability insurance in the form required by the Contract, **INSITUFORM TECHNOLOGIES, LLC**'s liability to the Owner for any matter covered by such insurance will be limited to the extent of such insurance and the Owner will indemnify and hold **INSITUFORM TECHNOLOGIES, LLC** harmless from any third party claims covered by such insurance to the extent such claims exceed the limits of such insurance. Neither party shall be liable to the other for consequential damage relating to the contract. In case of conflict between this provision and any other provision in the Contract as ultimately executed, this provision shall govern and prevail.
b) LIMITED WARRANTY. IN LIEU OF ALL OTHER EXPRESSED, IMPLIED AND/OR STATUTORY. WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, CONTRACTOR AGREES TO CORRECT ANY DEFECTS IN THE MATERIALS OR SERVICES PROVIDED BY CONTRACTOR WHICH ARE BROUGHT TO THE ATTENTION OF CONTRACTOR WITHIN ONE YEAR FOLLOWING COMPLETION OF CONTRACTOR'S WORK, PROVIDED OWNER AFFORDS CONTRACTOR SUITABLE ACCESS AND WORKING CONDITIONS TO ACCOMPLISH SUCH CORRECTION.
c) MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES. Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
d) PROPOSAL SUBJECT TO NEGOTIATION OF OTHER STANDARD TERMS OF AGREEMENT. This proposal is subject to the agreement of the parties on other terms and conditions as are customary in contracts of this nature.
e) Quantities are estimated. Unit prices apply for actual invoices and payment.
f) Payments are due at net within thirty days of invoice. Final payment is due within thirty days of completion of the project.
g) Monthly progress partial payments may be requested for the value of work in progress or completed, including materials secured and on site.
h) Prices stated are in effect thirty days from the date of this proposal. The acceptance period may be extended at the sole option of **INSITUFORM TECHNOLOGIES, LLC.**
i) Conflicts. In case of conflict between the provision of the aforesaid paragraphs and any other provision in the Contract as ultimately executed the provisions as set forth above shall govern and prevail.

**OFFERED BY:**

**INSITUFORM TECHNOLOGIES, LLC**

*Timothy R. Peterie*

**TIMOTHY R. PETERIE**
**COMMERCIAL MANAGER – SW REGION**

**REVIEWED BY:**
**ANDY OZMENT**
**AREA VP**

cc: Andrew Figueroa (COC)
Christopher Cox (COC)
Ben Hawkins (PM)
Craig Nolen (PM)

**ACCEPTED BY:**

**SIGNATURE** **DATE**

**NAME**

**TITLE**

**ORGANIZATION**

**This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal being referenced or as an attachment.**

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: | May 13, 2025 |
| Re: | Vehicle Purchase - Tahoe - Assistant Fire Chief |

**Action Requested:**
Consider and act to authorize the purchase of a 2025 Chevrolet Tahoe vehicle for the Fire Department from Lake Country Chevrolet through a cooperative contract for an amount not to exceed $57,886.25. (White)

**Background Information:**
The Fire Department requests authorization to purchase a 2025 Chevrolet Tahoe for the new Assistant Fire Chief position. The vehicle will be used by the Assistant Fire Chief during daily activities and used as a backup for the Battalion Chief when responding to emergency scenes. This vehicle will be housed at the Fire Administration Office. The vehicle will be delivered upon receipt of the purchase order.

TIPS CONTRACT #24901 "Transportation Vehicles" - Chevrolet Tahoe $57,886.25

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

**Legal Review:**
N/A

**Supporting Documents:**
1. CELINA FIRE CK10706 TAHOE SSV 4X4 2025 TIPS 042925

2. Tahoe Presentation

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

**Staff Recommendation:**
Staff recommends approval of the purchase as presented.

# PRODUCT PRICING SUMMARY

**TIPS 240901 Transportation Vehicles**

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

**End User:** CELINA FIRE
**Prepared by:** SETH GAMBLIN
**Contact:**
**Phone:** 512.436.1313
**Email:**
**Email:** SGAMBLIN.SILSBEEFLEET@GMAIL.COM
**Product Description:** CHEVY TAHOE SSV
**Date:** April 29, 2025

**A. Bid Item:** _____ **A. Base Price:** $ 54,775.00

**B. Factory Options**

| Code | Description | Bid Price | Code | Description | Bid Price |
|---|---|---|---|---|---|
| CK10706 | 5W4 2025 TAHOE SSV 4X4 | | 5W4 | SSV PACKAGE | |
| L84 | 5.3L V8 W/AUTOMATIC | $ - | QAE | TIRES A/T | $ 300.00 |
| MQC | 10 SPEED TRANS | $ - | NZV | 20" MACHINED ALUMINUM | $ 1,100.00 |
| AMF | KEY FOBS 6 TOTAL | INC | AZ3 | AZ3 - Seats, front 40/20/40 split-bench | $ - |
| 6J7 | FLASHER SYSTEM | INC | BTV | REMOTE START | $ - |
| | | | | | |
| | | | | | |
| PQA | SAFETY PACKAGE | $ 875.00 | | | |
| | | | | **Total of B. Published Options:** | **$ 2,275.00** |
| | | | | **Published Option Discount (5%)** | **$ (113.75)** |

**C. Unpublished Options** **$=** 0.0 **%**

| Description | Bid Price | Options | Bid Price |
|---|---|---|---|
| | | EXTERIOR BLACK | $ - |
| | | INTERIOR - JET BLACK CLOTH H1T | |
| | | **NO MORE FACTORY CONSOLE *** ** | |
| | | **ON THE FLIP DOWN SEAT/ CONSOLE** | |
| | | | |
| | | **UNIT ON THE GROUND NOW** | |
| | | 179406 | |
| | | | |
| | | | |
| | | **Total of C. Unpublished Options:** | **$ -** |

**D. Floor Plan Interest (for in-stock and/or equipped vehicles):** **$ 350.00**

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

**F. Contract Price Adjustment:** _____

**G. Additional Delivery Charge:** 300 **miles** **$ 600.00**

**H. Subtotal:** **$ 57,886.25**

**I. Quantity Ordered** 1 **x H =** **$ 57,886.25**

**J. Trade in:** _____ **$ -**

**K.**

**L. Total Purchase Price** **$ 57,886.25**

# Vehicle Purchase – Tahoe for Asst. Fire Chief

Fire Department
May 13, 2025

# VEHICLE PURCHASE - TAHOE

- The City of Celina is requesting to purchase a new Tahoe for the new position, Assistant Fire Chief.
- Vendor for the Tahoe is Silsbee with a TIPS contract # 240901, the upfitting will be done by Haloz36 and GIS for the computer and cradle point.
- Delivery will be as soon as we receive approval

# VEHICLE PURCHASE - TAHOE

# 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: | May 13, 2025 |
| Re: | Carey Road ROW Acquisition Resolution |

**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 future Carey Road improvements from Legacy Drive to approximately one thousand four hundred feet (1400') to the west. (Glasgow)

**Background Information:**
The City of Celina entered into a Carey Road Improvement Agreement with K Hovnanian Homes and Perry Homes effective December 10, 2024, and is recorded in the Official Public Records of Denton County as Instrument No. 20250113000683.

Carey Road from Smiley Road to Legacy Drive is identified as a collector road on the City of Celina thoroughfare. The Green Meadows area continues to grow, and adjacent subdivisions are under active development. K Hovnanian Homes and Perry Homes are developing property adjacent to Carey Road. The developers are fulfilling their obligations to construct the perimeter streets for their new development per city code. However, a section of roadway begins at the east end of the Bent Tree Meadows subdivision and extends to Legacy Drive, which the developers are not obligated to construct. These developers approached the city about possibly constructing Carey Road as a single project from Legacy Drive to McNabb Boulevard. The City currently has Legacy Drive from Clear Creek Drive to Carey Road under design, which will construct a two-lane concrete road and a three-lane bridge over Doe Branch. This proposed Carey Road project will connect to the Legacy Road capital project under design and improve mobility for the area residents.

After evaluating multiple options, city staff determined that the most effective way to construct

Carey Road was to join a three-way partnership. As part of the agreement, Bent Tree Meadows will utilize its impact fees to construct the off-site improvements as allowed per the City of Celina's Roadway Impact Fee Ordinance. The city will contribute to right-of-way acquisition, design, and construction per the agreement.

This resolution authorizes the city manager to execute conveyance documents for the acquisition of the city's part of the right-of-way (ROWs) needed for the Carey Road improvements.

This project is identified in Celina's five-year capital improvement plan.

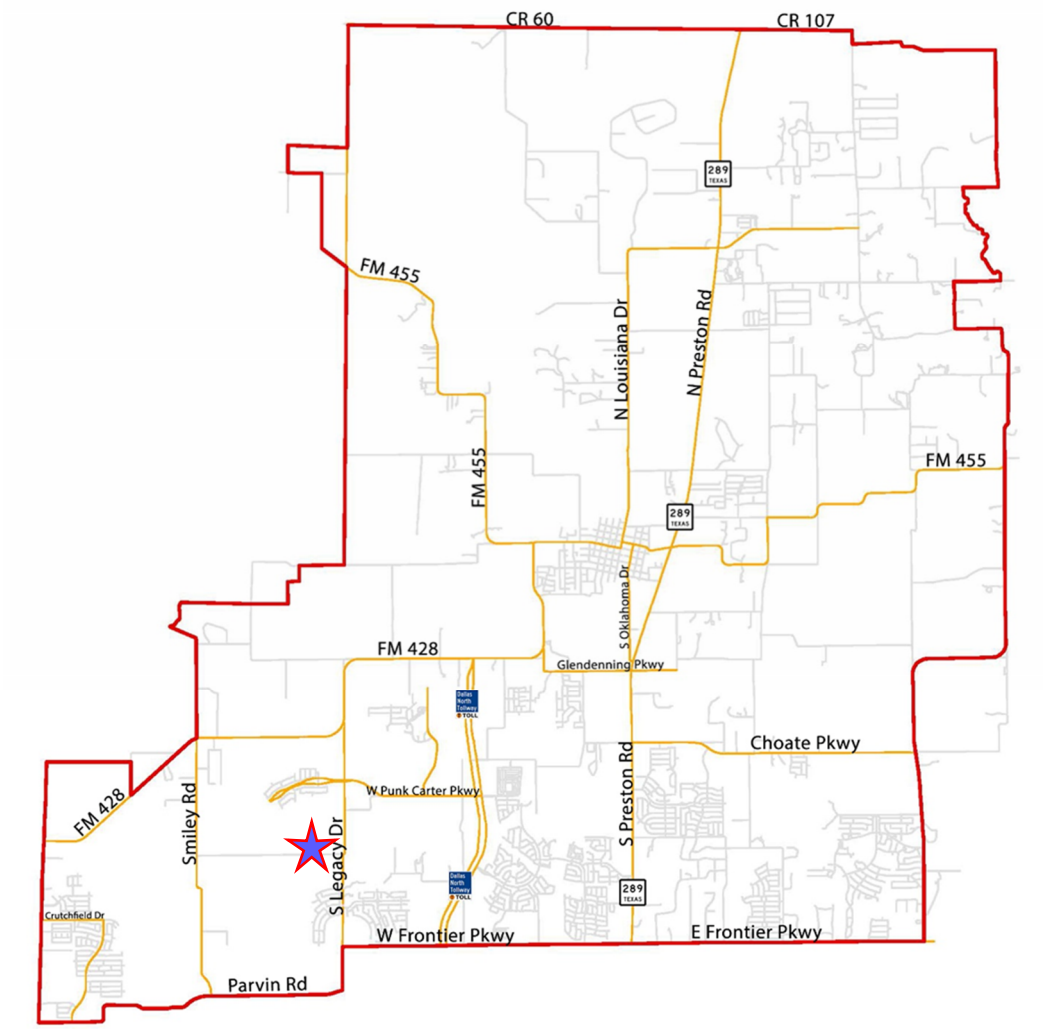
**Legal Review:**
The resolution template has been previously reviewed and approved.

**Supporting Documents:**
1. Carey Road Location Map
2. Carey Road Improvement Agreement RECORDED
3. VII.Q.Carey Road ROW acquisition
4. Resolution_ROW Acquisition for Carey Road

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

**Staff Recommendation:**
Staff recommends approval.

# LOCATION MAP



**Denton County**
**Juli Luke**
**County Clerk**

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**Instrument Number:** 3411

ERecordings-RP

AGREEMENT

Recorded On: January 14, 2025 09:02 AM

Number of Pages: 42

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**" Examined and Charged as Follows: "**

Total Recording: $189.00

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********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 3411 |
| Receipt Number: | 20250113000683 |
| Recorded Date/Time: | January 14, 2025 09:02 AM |
| User: | Debra B |
| Station: | Station 40 |

**Record and Return To:**

Corporation Service Company

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STATE OF TEXAS
COUNTY OF DENTON

**I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.**

Juli Luke
County Clerk
Denton County, TX

# CAREY ROAD IMPROVEMENT AGREEMENT

**THIS CAREY ROAD IMPROVEMENT AGREEMENT** (the "Agreement") is made and entered into to be effective as of this 10th day of December, 2024, (the "Effective Date") by and among **PH LAND HOLDINGS, LLC** ("PH Land"), and **K. HOVNANIAN HOMES** ("K.HOV"), collectively with PH Land and K.HOV are sometimes hereinafter individually referred to as a "Developer" and jointly as the "Developers"), and the **CITY OF CELINA, TEXAS** ("City")(collectively the "Parties" and individually a "Party"), on the terms and conditions hereinafter set forth.

**W I T N E S S E T H:**

**WHEREAS**, capitalized terms used in this Agreement are defined throughout;

**WHEREAS**, Developers collectively own or will own approximately 287.20 acres of property that is the subject of this Agreement, being more particularly depicted on Exhibit A attached hereto and incorporated herein by reference and reflecting the general location of the designated Tracts referred to herein (and defined in Paragraph 1 below), which consists of each Tract (as defined in Paragraph 1 below) described by metes and bounds in an exhibit to this Agreement (collectively, the "Property");

**WHEREAS**, K.HOV owns or will own approximately 86.642 acres of land (the "Bent Tree Meadows Tract") located in the Celina, Denton County, Texas which Bent Tree Meadows Tract is more particularly depicted on Exhibit A and described on Exhibit B and;

**WHEREAS**, K.HOV owns approximately 66.490 acres of land (the "K.HOV Tract") located in Celina, Denton County, Texas which K.HOV Tract is depicted on Exhibit A and more particularly described on Exhibit C as Tract 3;

**WHEREAS**, PH Land owns or will own approximately 151.87 acres of land (the "PH Land Tract") located in Celina, Denton County, Texas which PH Land Tract is more particularly described on Exhibit D and on Exhibit A depicted as the tract designated thereon as Tract 4 and Tract 5;

**WHEREAS**, City owns or will acquire approximately 2.9 acres of land (the "City Tract") located in Celina, Denton County, Texas which City Tract is generally depicted on Exhibit A as the tract designated thereon as "City";

**WHEREAS**, the Carey Road improvements from the western boundary of Tract 5 as shown on to Legacy Road, will be constructed to serve the Property, which Improvements will be located in right-of-way as generally depicted on Exhibit F, containing both the Developer Improvement and the City Improvement (in totality, the "Carey Road Improvements" or "Improvements"), with the limits of the Carey Road and Legacy Road intersection to be determined by the City will be constructed to serve the Property, which Improvements will be located in right-of-way as generally depicted on Exhibit F;,

**WHEREAS**, subject to the terms and provisions hereof, the Developers desire to construct the Improvements so that their respective Tracts and improvements to be constructed thereon will receive improved vehicular access; and

**WHEREAS**, PH Land desires to fulfill its respective obligation to pay Roadway Impact Fees as recorded in instrument 2008-102681 with Smiley Water Control and Improvement District ; and

**WHEREAS**, K.HOV desires to fulfill its respective obligation to pay Roadway Impact Fees as per City of Celina Roadway Impact Fee Ordinance contained in Chapter 10 of the Celina Code of Ordinances and adopted in compliance with Chapter 395 of the Texas Local Government Code ("Roadway Impact Fees"); and

**WHEREAS**, K.HOV desires to fulfill its respective obligation to provide two points of access to Bent Tree Meadows through Carey Road to the west and through Tract 3A/3B prior to receiving certificates of occupancy for Bent Tree Meadows Tract; and

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

1. **Land Subject to Agreement**. The Property that is subject to this Agreement is depicted on Exhibit A and divided into the Bent Tree Meadows Tract, the K.HOV Tract 3A/3B, the PH Land Tract 4 and 5, and the City Tract (each, a "Tract" and collectively, the "Property"). K.HOV and PH Land each represent that it is the sole owner or will be the sole owner of its respective Tract or has the authority to commit said Tract to this Agreement.

2. **Carey Road Improvements**.

(a) All Improvements shall be designed, constructed and installed by Developers in compliance with the City's ordinances, rules, regulations, standards, policies, orders, guidelines, master plans, or other City-adopted or City-enforced requirements, as such may be amended (the "City Regulations"). Each contract for construction of the Improvements shall require a two-year maintenance bond following completion of such Improvements, which bond shall run in favor of the Party responsible for maintenance of the completed Improvements. All engineer's opinions of probable costs for the Improvements and the final contract for construction of the Improvements shall separate the total costs into three parts as follows and as shown on Exhibit F:

(i) PHASE 1 - from the western to the eastern property line of the Tract 5, including the intersection at McNabb Road ("Phase 1 Improvement"); and

(ii) PHASE 2 - from the eastern boundary of Tract 5 to the western boundary of Bent Tree Meadows Tract (together with the Phase 1 Improvement, the "Developer Improvement"); and

(iii) PHASE 3 - from the eastern boundary of the Bent Tree Meadows Tract to Legacy Road but excluding improvements at the intersection of Carey Road and Legacy Road (the "City Improvement").

As part of the City Improvement, the City shall, at its sole cost and expense, design the intersection of Carey Road and Legacy Road, including traffic signalization which will be determined upon completion of the final engineering, as approved by the City.

(b) The City will waive residential Roadway Impact Fees for the Bent Tree Meadows Tract and the K.HOV Tract in an amount equal to the actual costs incurred by K.HOV for the design and construction of the Developer Improvement. Prior to submission of the first building permit for the Bent Tree Meadows Tract and the K.HOV Tract, K.HOV shall submit a copy of each contract for design and construction of the Development Improvement, proof of amounts actually paid and all bills paid affidavits for each contract submitted to the City as verification of the total amount of Roadway Impact Fees to be waived.

3. **Right-of-Way for Carey Road Improvements**

(a) Upon completion of construction and acceptance of the Improvements by the respective entity,

i. the Developer Improvement shall be dedicated to, and maintained by the Smiley Road Water Control and Improvement District No. 2 (the "District")

ii. the City Improvement shall be owned and maintained by the City.

Within thirty (30) days of the acceptance for maintenance of the Developer Improvement by the District, and within thirty (30) days of the acceptance for maintenance of the City Improvement by the City, each Developer agrees to convey (i) right-of-way from their respective Tracts for the Carey Road Improvements to the District or City, respectively, and (ii) easements for utilities from their respective Tracts, at no cost to the City or District, respectively, all to be free and clear of liens and encumbrances, by instrument acceptable to the City or District, respectively, which Developer Improvement and City Improvement are expected to be generally located as depicted in Exhibit E containing 10.06 acres, more or less, (the "ROW and Easement Parcels") and a fifty (50) foot wide temporary construction easement that expires upon completion of construction of the Carey Road Improvements and utilities (the "Temporary Construction Easement"). The final widths of the ROW and Easement Parcels will be determined upon completion of the final engineering, as approved by the City.

(b) The City agrees to obtain all third-party rights-of-way, consents, or easements, required for the Carey Road Improvements and water utilities, anticipated to be upon Denton Central Appraisal District property identification numbers 52664, 1014603, 164723, 52623, 133328, 52932, 101229 and Collin Central Appraisal District property identification number 2120832. If, however, the City is unable to obtain such third-party rights-of-way, consents, or easements, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain.

4. **Design and Construction**.

(a) Developers agree to submit engineering plans, specifications and designs that conform to the City Regulations for the City Improvement (the "Construction Plans") to the City for review on or before July 2025. The City shall review and return comments to all Construction Plans for the

City Improvement within thirty (30) days of submission by Developers. The Construction Plans shall be reviewed and approved, in writing, by the City prior to Developers seeking bids for construction of the Carey Road Improvements.

(b) Provided City has obtained all necessary right-of-way easements or consents as required under Section 3(b) of this Agreement, Developers covenant and agree to commence construction of the City Improvement on or before the later of December 2025 or within thirty (30) days of the City obtaining all necessary right-of-way easements or consents as required under Section 3(b) of this Agreement. Developer shall be deemed to have "commenced construction" on the date all of the following have occurred (the "Construction Commencement Date"):

(i) Construction Plans for the City Improvement have been approved by City's engineer, which approval shall not be unreasonably withheld or delayed if the Construction Plans comply with the City Regulations; and

(ii) Execution of a contract for the construction of the Carey Road Improvements, pursuant to the approved Construction Plans, (the "Contract") with the bidder or bidders providing the best value (the "Contractor"), as reasonably determined by Developers and the City.

The contract shall require Contractor to

(i) commence construction within thirty (30) days of the execution thereof;

(ii) cause the Contractor to construct and complete the Carey Road Improvements in accordance with the City-approved Construction Plans; and

(iii) submit monthly payment requests based upon work performed in the prior month; and

(iv) provide all bills paid affidavits prior to acceptance by the City and District; and

(v) obtain City's acceptance of the City Improvement and District acceptance of the Developer Improvement.

Developers shall not unreasonably delay execution of a contract with the Contractor. Developers shall give the City and all other Parties written notice that a bid award has been announced on the same date as such announcement. Developers shall comply with all applicable bidding and purchasing laws in obtaining bids for construction of the Carey Road Improvements. The final, actual costs of the Improvements shall be those amounts paid to the Contractor under the Contract and those amounts paid to engineers for the Construction Plans pursuant to written contracts, which may be more that the estimated costs in Exhibit G of this Agreement (the "Improvement Costs").

(c) Each Party shall be responsible for its proportionate share of the Improvement Costs, which the Parties agree are as follows:

PHASE 1 – DEVELOPER IMPROVEMENT:

| PARTY | PROPORTIONATE SHARE OF DEVELOPER IMPROVEMENT | ESTIMATED IMPROVEMENT COSTS |
|---|---|---|
| PH Land | 100% | $1,117,649.00 |

PHASE 2 – DEVELOPER IMPROVEMENT

| PARTY | PROPORTIONATE SHARE OF CITY IMPROVEMENT | ESTIMATED IMPROVEMENT COSTS |
|---|---|---|
| K.HOV - Bent Tree Meadows & Tract 3 | 100% | |

PHASE 3 – CITY IMPROVEMENT:

| PARTY | PROPORTIONATE SHARE OF CITY IMPROVEMENT | ESTIMATED IMPROVEMENT COSTS |
|---|---|---|
| City | 63% | $xx |
| PH Land/Tract 4 | 37% | $xx |

(d) Within ten (10) days of the execution of the Contract for the City Improvement by Developers and Contractor, each Developer shall deposit with K.HOV ("Escrow Agent") ten percent (10%) of their respective estimated portion of the Improvement Costs for such Party identified on in Paragraph 4(c). Within thirty (30) days of commencement of construction of the Improvements, each Developer shall deposit with Escrow Agent fifteen percent (15%) of their respective portion of the Improvement Costs, with an additional fifteen percent (15%) being deposited every thirty (30) days thereafter so long as Contractor is actively working on the construction of the Improvements. Any additional amount owed based upon actual, final costs, shall be deposited with Escrow Agent at least five (5) days before the final payment is due to Contractor. All of the foregoing shall be collectively referred to as the "Escrowed Costs." The Escrowed Costs shall be held in escrow for the construction of the Improvements in accordance with this Agreement and subject to the following provisions:

(i) Each Developer acknowledges and agrees that the Escrowed Costs deposited by such Developer may or may not satisfy all Improvement Costs and owed and each Developer hereby agrees to tender its proportionate share (to be calculated based on the proportionate shares set forth in Paragraph 4(c)) of any excess Improvement Costs.

(ii) Upon receipt from Developers, the Escrowed Costs received in cash will be deposited by Escrow Agent and will be released and paid to the Contractor as provided herein. The Escrowed Costs shall be released as the Contractor submits to Developers, in writing, monthly requests for progress payments for the City Improvement, or portions thereof, accompanied by invoices evidencing the amount being requested in accordance with the executed Contract for construction, a conditional lien release for all invoices being submitted and complete and full lien releases for the prior month's invoice to the extend payment was made to the Contractor (the "Requested Release"). The Contract executed between Developers and Contractor shall provide that Contractor shall submit each Requested Release to Developers no more often than monthly, with all required invoices and lien releases. Developers will then submit it to City with a written statement that Developers approve the Requested Release or a written objection to the portions not approved. City shall review all Requested Releases for the City Improvement within fifteen (15) days after receipt thereof and, if not approved, notify Developers in writing of City's reasons for rejecting payment of all or any portion of a Requested Release. All approved portions of a Requested Release shall be paid by City to the applicable Contractor within thirty (30) days after receipt thereof. All payments shall be made directly to the applicable Contractor.

(iii) If City, in its sole discretion, completes the construction of the City Improvement as a result of Developers' default of this Agreement, then the City may use the remaining Escrowed Costs (after payment of all Improvement Costs incurred by the Developers) to pay the Improvement Costs incurred by the City in completing the Improvements. In that regard, the City shall complete the Improvements pursuant to the Construction Plans approved by the City, and the City may, in its sole discretion, use the Contractor and Contract executed by Developers for the Improvements. City shall have no obligation to incur Improvement Costs in excess of the amounts actually escrowed by Developers plus City's proportionate share (the "City's Maximum Financial Contribution for Improvements"). Developers shall include in the Contract for the City Improvements: (i) a provision authorizing the voluntary assumption, in City's sole discretion, of said Contract by the City or its authorized designee, and (ii) a provision that limits City's liability to Contractor to and City's Maximum Financial Contribution for the City Improvement.

(iv) If any Escrowed Costs and earned interest remain after Developers and/or City, as permitted, have completed the City Improvement and paid all of the Improvements Costs ("Remaining Escrow Funds"), the Remaining Escrow Funds shall be released to the Developers, based on each Developer's pro rata share of monetary contribution, within thirty (30) days following the date the City Improvement are finally accepted by the City, as the case may be.

(v) Nothing in this Agreement shall waive and/or discharge the Developers from any and all construction requirements of the City with respect to the construction of the water, drainage and other utility infrastructure, including, but not limited to, bonding, as enumerated in state law and the City Regulations. In lieu of Developers providing payment or performance bonds, Developers may require Contractor to provide required bonds in Developers' written construction contract with Contractor.

(vi) As required by applicable ordinances of City and prior to City's final acceptance of the Improvements, Developers shall furnish, or cause to be furnished, to City a maintenance bond in the amount of ten percent (10%) of the contract price for construction of the Improvements, with a reputable and solvent corporate surety, for the benefit of City, to indemnify City against any repairs which may become necessary to any part of the construction work performed in connection with the Improvements, arising from defective workmanship and/or materials used therein, for a period of two (2) years from the date of final acceptance of the Improvements by City.

5. **Default**.

(a) If any Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from the City or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Developer commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to completion, the City shall have the following remedies, in addition to the City's other rights and remedies:

(i) to refuse to issue building permits and/or certificates of occupancy for the Tract of the defaulting Developer until such default has been cured; and/or
(ii) if such failure is for the payment of money, to file an instrument in the land records of the applicable county evidencing a lien on the Tract of the defaulting Developer securing an amount equal to the amount of money owed; and/or
(iii) to refuse to accept any portion of any public improvements on the Tract of the defaulting Developer and/or associated with the development of such Tract; and/or
(iv) to refuse, without notice and/or any other action, to issue and/or apply the reimbursement set forth herein as to the defaulting Party; and/or
(v) to construct and/or complete the City Improvement and to recover any and all costs and expenses associated with the construction and/or completion of same required to be paid by Developers under this Agreement, plus any and all attorneys' fees and costs associated therewith; and/or
(vi) to seek specific enforcement of this Agreement.

(b) In the event City fails to comply with the terms and conditions of this Agreement, after receiving fifteen (15) days written notice to comply from another Party or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Party commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to completion, Developers may seek specific enforcement of this Agreement as their sole and exclusive remedy. City acknowledges that this Agreement is a contract for the provision of goods and services under Chapter 271 of the Local Government Code.

(c) If any Developer fails to comply with any provision of this Agreement after receiving fifteen (15) days written notice to comply from another Developer or, if such failure cannot be cured with such fifteen (15) day period, such longer period as may be reasonably required provided such defaulting Developer commences to cure such failure within such fifteen (15) day period and thereafter diligently pursues such cure to

completion, any non-defaulting Developer may seek any remedy available at law from the defaulting Developer.

(d) Notwithstanding any other provisions in this Paragraph 5, any default for failure to make a monetary payment shall be cured within five (5) business days after receiving the notice of default.

6. **Acknowledgements.** Each Developer agrees and acknowledges that: (i) City is entering into this Agreement based on each Developer's representations and warranties with regard to the need for the Carey Road Improvements to serve the Property; (ii) City makes no representations whatsoever with regard to the completion of the Improvements; and (iii) all necessary Improvements and associated ROW and Easement Parcels have not been completed and/or secured so as to serve the Property.

7. **Limitation of Liability.** Notwithstanding anything to the contrary herein, the Parties agree and acknowledge that City shall not, under any circumstance, be required to tender, and/or be liable to Developers for, any reimbursement of and/or payment of any monies with regard to the matters set forth herein, save and except as specifically enumerated in this Agreement for the City Improvement.

8. **Limitations of Agreement/Fees**. The Parties hereto acknowledge that this Agreement is limited to the Carey Road Improvements as described in this Agreement. City ordinances covering property taxes, utility rates, permit fees, inspection fees, development fees, park fees, tap fees, impact fees (including Roadway Impact Fees), pro-rata fees and the like are not affected by this Agreement. This Agreement does not waive, alter or limit any of the obligations of Developers to City under any other ordinance, whether now existing or in the future arising. Further, this Agreement does not waive, alter or limit any of the obligations of Developers in regards to construction, installation and dedication of drainage, water or sewer improvements required by City Regulations.

9. **Notices**. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via facsimile or a hand–delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. As a courtesy, the Parties may email information to each other, but emails shall not constitute a written notice required by this Paragraph. For purposes of notice, the addresses of the Parties shall be as follows:

If to City, addressed to it at:

City of Celina
ATTN: City Manager
142 N. Ohio
Celina, Texas 75009

With a copy to:
Messer Fort, PLLC
ATTN: Julie Fort
6371 Preston Rd., Suite 200
Frisco, Texas 75034

If to Developers, addressed to each at:

K.HOV:
K. Hovnanian Homes and/or assigns
5808 W. Plano Parkway
Plano, Texas 75093

PH Land:
PH Land Holdings, LLC and/or assigns
3200 Southwest Freeway, Suite 2800
Houston, Texas 77027

**10. INDEMNIFICATION. (A) EACH DEVELOPER, INDIVIDUALLY AND ON BEHALF OF ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES AND/OR TRUSTEES, DOES HEREBY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF THE APPLICABLE DEVELOPER(S), ITS OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, REPRESENTATIVES IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, THE CONSTRUCTION OF THE IMPROVEMENTS (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN DEVELOPER, AND ITS EMPLOYEES AS A RESULT OF THAT EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE DEVELOPER, INCLUDING BUT NOT LIMITED TO, ANY DISCRIMINATION CLAIM BASED ON**

SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. DEVELOPERS ARE EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPERS IN PROVIDING SUCH DEFENSE.

(B) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPERS IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE, AT ITS SOLE COST; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPERS' OBLIGATION TO DEFEND CITY OR AS A WAIVER OF DEVELOPERS' OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. DEVELOPERS SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPERS FAIL TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND DEVELOPERS SHALL BE JOINTLY AND SEVERALLY LIABLE FOR ALL REASONABLE COSTS INCURRED BY CITY.

(C) THIS PARAGRAPH 10 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**11. PARTIES' ACKNOWLEDGEMENT OF CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPER'S WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS IMPOSED BY THIS AGREEMENT.**

(A) EACH DEVELOPER ACKNOWLEDGES AND AGREES THAT:

(I) THE IMPROVEMENTS AND THE FEES TO BE IMPOSED BY CITY REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

(A) TAKING UNDER THE TEXAS OR UNITED STATES CONSTITUTION;
(B) VIOLATION OF THE TEXAS LOCAL GOVERNMENT CODE, AS IT EXISTS OR MAY BE AMENDED;
(C) NUISANCE; AND/OR
(D) CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION.

(II) THE AMOUNT OF EACH DEVELOPER'S FINANCIAL OR INFRASTRUCTURE CONTRIBUTION (AFTER RECEIVING ALL CONTRACTUAL OFFSETS, CREDITS AND REIMBURSEMENTS, IF ANY) AGREED TO IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT SUCH DEVELOPER'S DEVELOPMENT PLACES ON THE CITY'S INFRASTRUCTURE.

(III) EACH DEVELOPER HEREBY AGREES THAT ANY PROPERTY WHICH IT CONVEYS TO CITY OR ACQUIRES FOR CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY DEVELOPER FOR SUCH LAND, AND EACH DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE. EACH DEVELOPER FURTHER ACKNOWLEDGES AND AGREES THAT ALL PREREQUISITES TO SUCH A DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND THAT ANY VALUE RECEIVED BY CITY RELATIVE TO SAID CONVEYANCE ARE RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF DEVELOPER'S TRACT ON CITY'S INFRASTRUCTURE. DEVELOPERS AND CITY FURTHER AGREE TO WAIVE AND RELEASE ALL CLAIMS RELATED TO THE TRACTS THAT ARE THE SUBJECT OF THIS AGREEMENT ONE MAY HAVE AGAINST THE OTHER RELATED TO ANY AND ALL ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.

(IV) DEVELOPERS SHALL INDEMNIFY AND HOLD HARMLESS CITY FROM ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPERS' RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, BROUGHT PURSUANT TO THIS PARAGRAPH 11.

(B) EACH DEVELOPER RELEASES CITY FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION BASED ON EXCESSIVE OR ILLEGAL EXACTIONS RELATING TO EACH DEVELOPER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

(C) EACH DEVELOPER WAIVES ANY CLAIM FOR DAMAGES AND/OR REIMBURSEMENT AGAINST CITY FOR A VIOLATION OF ANY FEDERAL AND/OR STATE CONSTITUTION, STATUTE AND/OR CASE LAW AND/OR FEDERAL, STATE AND/OR LOCAL ORDINANCE, RULE AND/OR REGULATION RELATING TO EACH DEVELOPER'S OBLIGATIONS CREATED IN THIS AGREEMENT.

(D) THIS PARAGRAPH 11 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

12. **Vested Rights/Chapter 245 Waiver.** This Agreement shall confer no vested rights on the Property, or any portion thereof. In addition, nothing contained in this Agreement shall constitute a "permit" as defined in Chapter 245, Texas Local Government Code, and nothing in

this Agreement provides City with fair notice of any Developers' actual, anticipated or planned project(s), as this Agreement is solely about the funding of specified infrastructure. Each Developer acknowledges and agrees on its own behalf that this Agreement is not required by City for Developer to develop its Tract or any portion thereof. **EACH DEVELOPER WAIVES ANY STATUTORY CLAIM UNDER CHAPTER 245 OF THE TEXAS LOCAL GOVERNMENT CODE UNDER THIS AGREEMENT, BUT NOT ANY OTHER CIRCUMSTANCES OR AGREEMENT. THIS PARAGRAPH 12 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

13. **Attorney's Fees.** In any legal proceeding brought to enforce the terms of this Agreement, including, but not limited to, a proceeding brought pursuant to Paragraphs 3, 4, 11 and 12 above, the prevailing party may recover its reasonable and necessary attorney's fees from the non-prevailing party as permitted by Section 271.159 of the Texas Local Government Code, as it exists or may be amended.

14. **Incorporation of Recitals**. The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are hereby incorporated into the body of this Agreement and adopted as findings of City and Developers and were relied upon by the Parties in entering into this Agreement.

15. **Developers' Warranties/Representations**. All warranties, representations and covenants made by Developers in this Agreement or in any certificate or other instrument delivered by any Developer to City under this Agreement shall be considered to have been relied upon by City and will survive the satisfaction of any obligations under this Agreement, regardless of any investigation made by City or on City's behalf.

16. **Entire Agreement**. This Agreement contains the entire agreement of the Parties with respect to the matters contained herein and may not be modified or terminated except upon the provisions hereof or by the mutual written agreement of the Parties hereto. Nothing contained in this Agreement shall be deemed to supersede, modify, or amend the rights and responsibilities of the Parties pursuant to other agreements previously existing except to the extent they may contain requirements for the design and construction of the Carey Road Improvements.

17. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Denton and Collin County, Texas.

18. **Consideration**. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.

19. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. A facsimile signature will also be deemed to constitute an original if properly executed.

20. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective Parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the Party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding

agreement on the Party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

21. **Savings/Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. **Representations**. Each signatory represents this Agreement has been read by the Party for which this Agreement is executed and that such Party has had an opportunity to confer with its counsel.

23. **Sovereign Immunity**. The Parties agree that City has not waived its sovereign immunity by entering into and performing ANY obligations under this Agreement.

24. **No Third Party Beneficiaries**. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

25. **Assignment/Binding Effect**. This Agreement is assignable upon the following conditions:

(a) the assignment of the Agreement must be evidenced by a recordable document executed by the assignee and the assignor, wherein (i) the assignee expressly acknowledges accepting the obligations created by this Agreement and (ii) the property for which this Agreement is being assigned is described by metes and bounds, and, if a final plat has been filed in the real property records of the applicable county or counties, also using plat information;

(b) at the time of any assignment, the assigning Developer must give the assignee written notice that any and all obligations, covenants and/or conditions contained in the Agreement will be assumed solely and completely by the assignee; and

(c) the assigning Developer shall provide each other Party, in writing, with (i) the name, address, phone number, fax number and the name of a contact person for the assignee and (ii) a copy of the instrument of assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees and/or trustees, heirs, executors, administrators, legal representatives, successors and assigns, as authorized herein. City shall be entitled to continue performing all duties as Escrow Agent and requiring payments from a Developer until City actually receives from said assigning Developer the information required to be provided in writing to the Parties by Paragraph 25(c) above. Each Developer shall be entitled to continue performing its obligations herein and to continue requiring payments from each Developer until the Developers actually receive from said

assigning Developer the information required to be provided in writing to the Parties by Paragraph 25(c) above.

26. **Indemnification**. The Parties agree that the indemnity provisions set forth in Paragraphs 10, 11 and 12 herein are conspicuous, and the Parties have read and understood the same.

27. **Construction of Improvements**. All construction of the City Improvement required herein shall be subject to and in compliance with all City Regulations, whether now existing, hereafter amended or in the future arising. Evidence of any bonds required by Section 212.073 of the Texas Local Government Code, or other applicable law, shall be provided by K.HOV and PH Land to City.

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

29. **Waiver**. Waiver by any Party of any breach of this Agreement, or the failure of any Party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict compliance.

30. **Reference to Developer**. When referring to each "Developer" herein, this Agreement shall refer to and be binding upon the Developer, and its successors and assignees.

31. **Miscellaneous Drafting Provisions**. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any Party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.

32. **Exhibits**. The following Exhibits are attached to this Agreement and incorporated as if fully set forth herein for all purposes:

| | |
|---|---|
| Exhibit A | Depiction/Diagram of Property |
| Exhibit B | Legal Description of Bent Tree Meadows |
| Exhibit C | Legal Description of K.HOV Tract 3 |
| Exhibit D | Legal Description of PH Land Tracts 4, 5 and 9 |
| Exhibit E | Carey Road Land Ownership |
| Exhibit F | Carey Road Improvements |
| Exhibit G | Estimated Improvement Costs |

33. **Future Agreements**. This Agreement shall not prohibit the City from entering into separate agreements with any Developer with respect to reimbursement of impact fees or any other matter related to the development of any of the Tracts.

34. **Termination.** Upon full payment by each Party of its share of Improvement Costs set forth in this Agreement and acceptance of the Carey Road Improvements by City and/or District, respectively, this Agreement shall automatically terminate and the Parties shall have no further

obligations hereunder, except those that expressly survive the termination hereof.

35. **Statutory Verifications**. Each Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, each Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with each Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Each Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) Iran, Sudan and Foreign Terrorist Organizations. Each Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes each Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Discrimination Against Fossil Fuel Companies. Each Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations.

Each Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

(i) 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to

the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

**37.** Public Information. **Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and, to the extent such requirements apply to this Agreement, each Developer agrees that this Agreement may be terminated if each Developer knowingly or intentionally fails to comply with a requirement of that subchapter, if applicable, and each Developer fails to cure the violation on or before the 10th business day after the date the City provides notice to each Developer of noncompliance with Subchapter J, Chapter 552. To the extent Section 552.372, Texas Government Code applies to this Agreement, each Developer is required to preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to the City for the duration of this Agreement; promptly provide to the City any contracting information related to this Agreement that is in the custody or possession of each Developer on request of the City; and on completion of the Agreement, either provide at no cost to the City all contracting information related to the contract that is in the custody or possession of the entity or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the City.**

***Execution pages follow.***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement and caused this Agreement to be effective on the latest date as reflected by the signatures below.

**CITY:**

CITY OF CELINA, TEXAS

By: _____
City Manager

Date: 12/10/2024

STATE OF TEXAS §
§
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Robert Ranc known to me to be one of the persons whose names are subscribed to the foregoing instrument; he acknowledged to me he is the duly authorized representative for the **CITY OF CELINA, TEXAS,** and he executed said instrument for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of December, 2024.

_____
Notary Public in and for the State of Texas

[S E A L]

JEOVANNA RUBIO
Notary Public, State of Texas
Comm. Expires 10-03-2026
Notary ID 133995676

**DEVELOPER:**

K. Hovnanian Homes,
a _____ limited partnership

By: _____ LB ,
a _____
General Partner

By: _____,
Name: Rick Trotter
Title: Division President

Date: 12-10-24

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Rick Trotter known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10 day of December, 2024.

[S E A L]

Kellie Runnels
Notary Public in and for the State of Texas

Kellie Runnels
My Commission Expires
9/17/2025
Notary ID
129447963

**DEVELOPER:**

PH Land Holding, LLC,
a Texas limited liability company

By: _____,
a _____
General Partner

By: _____,
Name: Mary Nelzell
Title: Sr. VP of Land Acquisition

Date: 1/13/25

STATE OF TEXAS §
§
COUNTY OF Collin §

BEFORE ME, the undersigned authority, a Notary Public, on this day personally appeared Mary Nelzell, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated on behalf of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of January, 2025.

[S E A L]

TINA MAYFIELD
Notary Public
STATE OF TEXAS
Notary ID # 124642660
My Comm. Exp. March 10, 2028

_____
Notary Public in and for the State of Texas

EXHIBIT A
DEPICTION/DIAGRAM OF PROPERTY

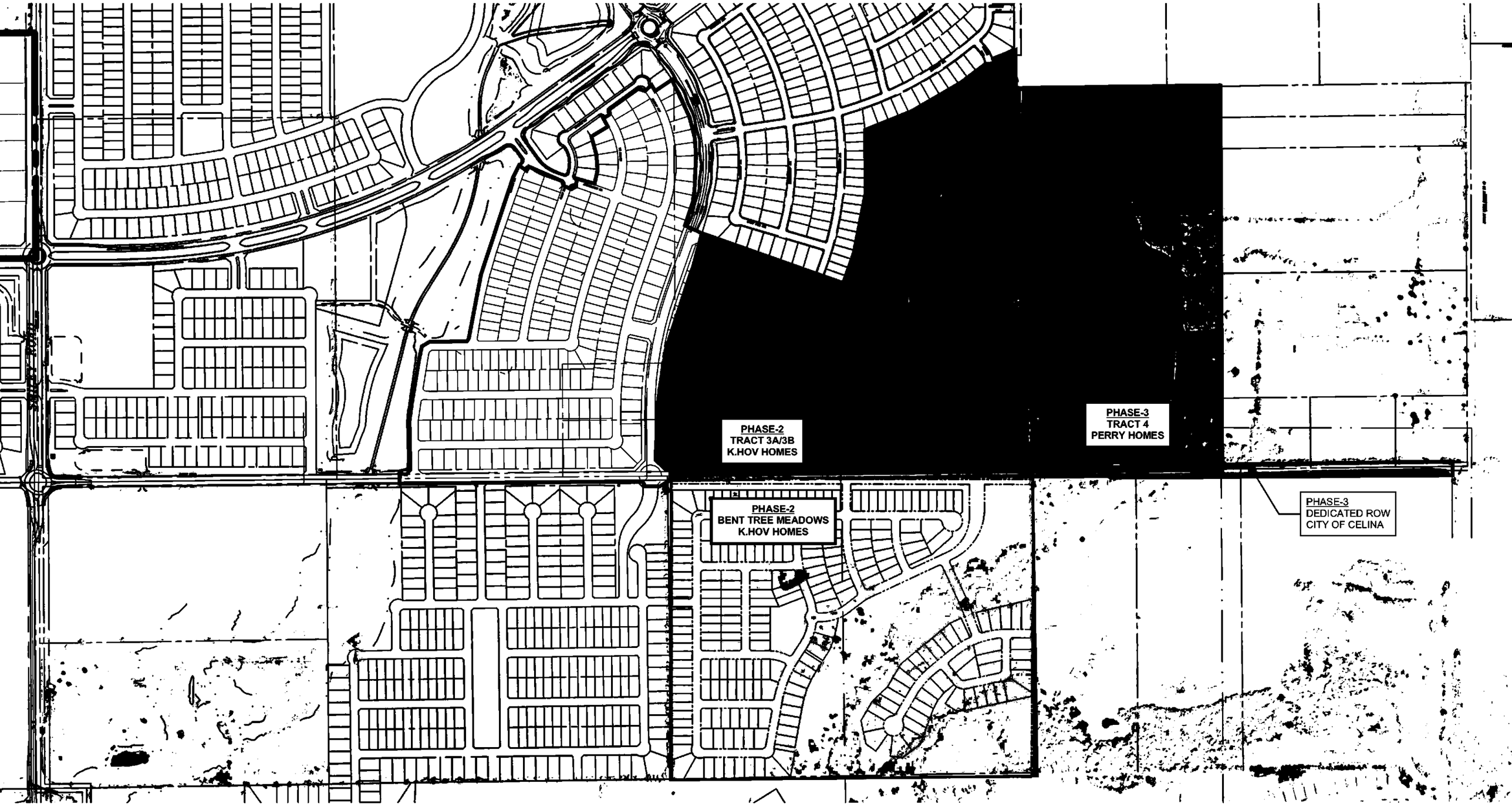
PHASE-2
TRACT 3A/3B
K.HOV HOMES
PHASE-3
TRACT 4
PERRY HOMES
PHASE-2
BENT TREE MEADOWS
K.HOV HOMES
PHASE-3
DEDICATED ROW
CITY OF CELINA

EXHIBIT B
LEGAL DESCRIPTION OF BENT TREE MEADOWS TRACT

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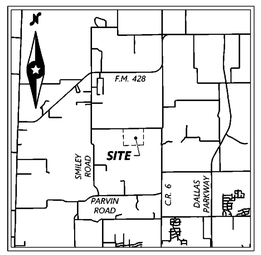
## VICINITY MAP
(NOT TO SCALE)




1" = 100'

0' 100' 200' 300'

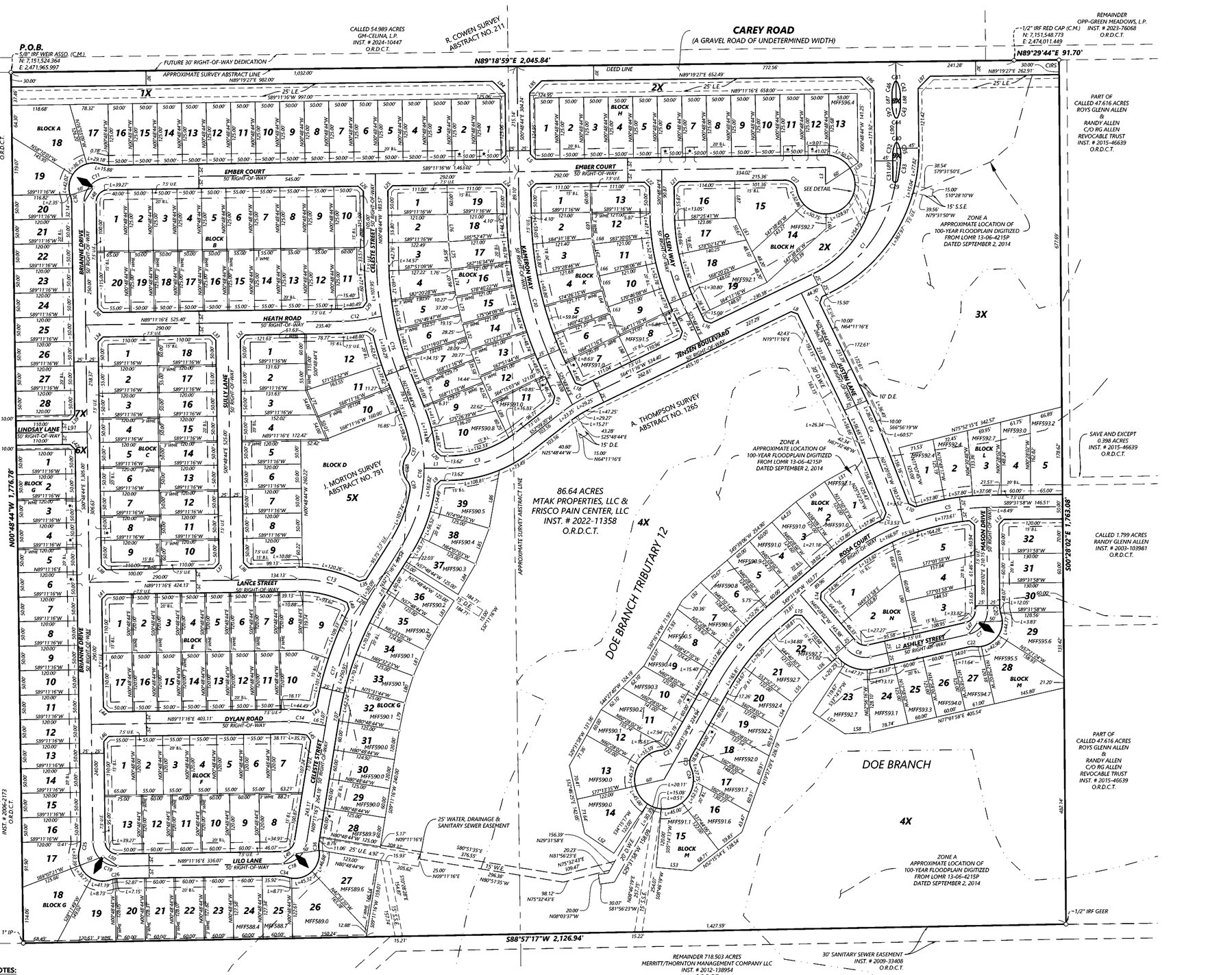
### LEGEND

| | |
|---|---|
| CIRS | 1/2" IRON ROD WITH YELLOW CAP STAMPED "WESTWOOD PS" FOUND |
| IRF | IRON ROD FOUND |
| ○ | POINT OF CURVATURE / POINT OF INTERSECTION |
| (C.M.) | CONTROLLING MONUMENT |
| D.E. | DRAINAGE EASEMENT |
| INST. # | INSTRUMENT NUMBER |
| O.R.D.C.T. | OFFICIAL RECORDS DENTON, COUNTY, TEXAS |
| IP | IRON PIPE FOUND |
| P.O.B. | POINT OF BEGINNING |
| B.L. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| W.E. | WATER EASEMENT |
| S.S.E. | SANITARY SEWER EASEMENT |
| L.E. | LANDSCAPE EASEMENT |
| V.E. | VISIBILITY EASEMENT |
| | STREET NAME |
| | CHANGE SYMBOL |
| * | DRIVEWAY LOCATION |
| MFF | MINIMUM FINISH FLOOR |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 47.66' | N89°51'45"W |
| L2 | 204.53' | S77°01'58"W |
| L3 | 35.00' | N00°48'44"W |
| L4 | 29.36' | N79°40'21"E |
| L5 | 14.14' | S45°48'44"E |
| L6 | 31.48' | S80°48'44"E |
| L7 | 14.14' | N19°11'16"E |
| L8 | 14.14' | S70°48'44"E |
| L9 | 14.78' | N47°47'03"E |
| L10 | 14.54' | N64°41'48"W |
| L11 | 14.54' | S22°01'42"W |
| L12 | 14.14' | N44°31'58"E |
| L13 | 13.56' | S47°47'25"E |
| L14 | 14.14' | N04°31'58"E |
| L15 | 14.14' | S85°28'02"E |
| L16 | 14.14' | N70°48'44"W |
| L17 | 14.14' | S19°11'16"W |
| L18 | 14.12' | N70°54'13"W |
| L19 | 15.53' | S13°13'31"W |
| L20 | 14.78' | N47°30'33"W |
| L21 | 14.14' | N44°11'16"E |
| L22 | 14.14' | S45°48'44"E |
| L23 | 14.14' | N44°11'16"E |
| L24 | 14.14' | S45°48'44"E |
| L25 | 14.14' | N44°11'16"E |
| L26 | 14.14' | S45°48'44"E |
| L27 | 14.14' | N44°11'16"E |
| L28 | 19.14' | S60°16'29"E |
| L29 | 14.42' | S36°05'09"W |
| L30 | 14.14' | N45°48'44"W |
| L31 | 14.48' | S56°28'58"E |
| L32 | 14.14' | N44°11'16"E |
| L33 | 14.14' | S45°48'44"E |
| L34 | 14.14' | N44°11'16"E |
| L35 | 14.68' | S74°47'38"W |
| L36 | 14.14' | N45°48'44"W |
| L37 | 14.14' | S44°11'16"W |
| L38 | 14.14' | N45°48'44"W |
| L39 | 14.14' | S44°11'16"W |
| L40 | 14.11' | S17°47'25"E |
| L41 | 14.14' | N44°11'16"E |
| L42 | 14.14' | S45°48'44"E |
| L43 | 14.24' | S54°28'37"W |
| L44 | 14.14' | N45°48'44"W |
| L45 | 14.12' | S35°53'27"E |
| L46 | 14.14' | N44°11'16"E |
| L47 | 31.30' | N37°19'05"E |
| L48 | 36.06' | N32°52'41"E |
| L49 | 32.15' | N50°43'14"E |

| Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L50 | 36.06' | N57°07'19"W |
| L51 | 71.55' | S60°57'47"W |
| L52 | 71.64' | S55°44'43"E |
| L53 | 73.79' | S84°45'47"E |
| L54 | 57.87' | N26°49'57"E |
| L55 | 56.69' | N39°45'54"E |
| L56 | 74.79' | N49°31'58"E |
| L57 | 77.88' | S56°45'03"E |
| L58 | 52.08' | N87°03'44"E |
| L59 | 20.00' | N56°02'06"E |
| L60 | 29.68' | N00°48'44"W |
| L61 | 50.67' | S26°04'34"E |
| L62 | 49.54' | N22°11'31"W |
| L63 | 61.57' | N22°11'31"W |
| L64 | 37.81' | N16°02'53"W |
| L65 | 66.19' | S16°02'53"E |
| L66 | 66.19' | N09°40'54"W |
| L67 | 66.19' | S09°40'54"E |
| L68 | 64.99' | N03°23'55"W |
| L69 | 53.26' | N03°23'55"W |
| L70 | 56.47' | S23°56'37"E |
| L71 | 56.34' | S20°20'10"E |
| L72 | 56.34' | S16°43'57"E |
| L73 | 56.34' | S13°07'45"E |
| L74 | 56.34' | S09°31'32"E |
| L75 | 56.34' | S05°55'19"E |
| L76 | 55.82' | S02°20'41"E |
| L77 | 57.99' | N23°00'10"W |
| L78 | 53.52' | N71°41'12"W |
| L79 | 57.76' | N11°30'23"E |
| L80 | 57.47' | N17°27'57"E |
| L81 | 57.47' | N23°26'48"E |
| L82 | 57.57' | N29°27'07"E |
| L83 | 60.00' | N32°11'16"E |
| L84 | 71.51' | N30°00'23"E |
| L85 | 78.16' | N20°54'01"E |
| L86 | 120.40' | N09°59'36"E |
| L87 | 20.29' | S00°41'01"E |
| L88 | 20.29' | N00°41'01"W |
| L89 | 34.73' | N00°41'01"W |
| L90 | 201.89' | S00°41'01"E |
| L91 | 145.00' | N89°11'16"E |
| L92 | 52.18' | N46°14'12"E |
| L93 | 71.52' | N54°59'53"E |
| L94 | 35.40' | N45°44'38"W |
| L95 | 35.31' | N44°15'22"E |
| L96 | 35.36' | S45°40'33"E |
| L97 | 35.35' | N44°19'32"E |

| Curve Table | | | | | |
|---|---|---|---|---|---|
| Curve # | Length | Radius | Delta | Chord Bearing | Chord Length |
| C1 | 311.36' | 275.00' | 064°52'17" | S 31°45'08" W | 294.99' |
| C2 | 52.50' | 250.00' | 012°01'57" | S 58°10'18" W | 52.40' |
| C3 | 165.73' | 250.00' | 037°58'55" | S 71°08'47" W | 162.71' |
| C4 | 58.61' | 750.00' | 004°28'40" | N 23°34'23" W | 58.60' |
| C5 | 349.07' | 500.00' | 040°00'00" | S 69°31'58" W | 342.02' |
| C6 | 174.53' | 500.00' | 020°00'00" | S 39°31'58" W | 173.65' |
| C7 | 67.63' | 50.00' | 077°30'00" | S 38°16'58" W | 62.59' |
| C8 | 54.54' | 50.00' | 062°30'00" | N 71°43'02" W | 51.88' |
| C9 | 196.35' | 450.00' | 025°00'00" | S 13°18'44" E | 194.80' |
| C10 | 327.25' | 750.00' | 025°00'00" | S 13°18'44" E | 324.66' |
| C11 | 78.54' | 50.00' | 090°00'00" | S 44°11'16" W | 70.71' |
| C12 | 49.82' | 300.00' | 009°30'55" | N 84°25'49" E | 49.77' |
| C13 | 133.24' | 250.00' | 030°32'14" | S 75°32'36" E | 131.67' |
| C14 | 43.63' | 250.00' | 010°00'00" | S 85°48'44" E | 43.58' |
| C15 | 238.24' | 650.00' | 021°00'00" | N 11°18'44" E | 236.91' |
| C16 | 282.74' | 300.00' | 054°00'00" | N 5°11'16" E | 272.39' |
| C17 | 281.00' | 700.00' | 023°00'00" | N 20°41'16" E | 279.12' |
| C18 | 69.81' | 50.00' | 080°00'00" | N 49°11'16" E | 64.28' |
| C19 | 78.54' | 50.00' | 090°00'00" | S 45°48'44" E | 70.71' |
| C20 | 15.68' | 50.00' | 018°11'42" | S 9°33'53" E | 15.61' |
| C21 | 23.55' | 25.00' | 053°58'05" | N 56°31'01" E | 22.69' |
| C22 | 15.88' | 50.00' | 018°11'42" | N 86°07'49" E | 15.81' |
| C23 | 23.55' | 25.00' | 053°58'05" | N 2°32'55" E | 22.69' |
| C24 | 301.53' | 60.00' | 287°56'10" | S 60°28'02" E | 70.59' |
| C25 | 15.88' | 50.00' | 018°11'42" | S 8°17'07" W | 15.81' |
| C26 | 15.88' | 50.00' | 018°11'42" | S 80°05'26" W | 15.81' |
| C27 | 34.83' | 25.00' | 079°50'09" | S 50°53'39" E | 32.08' |
| C28 | 15.88' | 50.00' | 018°11'42" | N 81°42'53" W | 15.81' |
| C29 | 14.82' | 5.00' | 169°50'59" | N 82°41'12" W | 9.96' |
| C30 | 15.88' | 50.00' | 018°11'42" | S 9°54'34" E | 15.81' |
| C31 | 13.34' | 261.50' | 002°55'18" | N 0°46'39" E | 13.33' |
| C32 | 26.57' | 60.00' | 025°22'37" | N 12°00'18" E | 26.36' |
| C33 | 50.00' | 288.50' | 009°55'49" | S 7°25'24" W | 49.94' |
| C34 | 15.88' | 50.00' | 018°11'42" | S 81°42'53" E | 15.81' |
| C35 | 26.55' | 52.25' | 029°06'49" | S 12°26'55" E | 26.27' |
| C36 | 15.88' | 50.00' | 018°11'42" | N 0°05'26" E | 15.81' |
| C37 | 20.46' | 24.50' | 047°51'04" | N 14°27'37" E | 19.87' |
| C38 | 57.41' | 43.00' | 076°29'49" | S 0°08'15" W | 53.24' |
| C39 | 20.46' | 24.50' | 047°51'04" | N 14°11'08" W | 19.87' |
| C40 | 6.77' | 3.00' | 129°14'47" | N 89°18'59" E | 5.42' |
| C41 | 6.77' | 3.00' | 129°14'47" | S 89°18'59" W | 5.42' |
| C42 | 26.57' | 60.00' | 025°22'37" | N 13°22'19" W | 26.36' |
| C43 | 26.43' | 60.00' | 025°14'21" | N 12°04'24" E | 26.22' |
| C44 | 6.77' | 3.00' | 129°14'47" | N 89°18'59" E | 5.42' |
| C45 | 26.43' | 60.00' | 025°14'21" | S 13°26'25" E | 26.22' |
| C46 | 26.57' | 60.00' | 025°22'37" | S 12°00'18" W | 26.36' |




### SURVEYOR NOTES:

1.) ALL LOTS COMPLY WITH THE MINIMUM SIZE REQUIREMENTS OF THE ZONING DISTRICT.

2.) THIS PROPERTY MAY BE SUBJECT TO CHARGES RELATED TO IMPACT FEES AND THE APPLICANT SHOULD CONTACT THE CITY REGARDING ANY APPLICABLE FEES DUE.

3.) ALL COMMON AREAS, DRAINAGE EASEMENTS, AND DETENTION FACILITIES WILL BE OWNED AND MAINTAINED BY THE HOA. ANY COMMON AREAS WITHIN THE CITY'S RIGHT-OF-WAY ARE REQUIRED TO BE AN HOA "X" LOT.

4.) ALL COMMON AREA/HOA LOTS OR FLOODPLAIN MAY CONTAIN A PUBLIC TRAIL AND SHALL PROVIDE AN ACCESS EASEMENT FOT THE PUBLIC TO USE THE TRAIL.

5.) NOTICE - SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF CITY ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.

6.) THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS, IF ANY, ON THIS PROPERTY.

7.) SUBJECT PROPERTY APPEARS TO BE CLASSIFIED AS "ZONE A" (AREA OF 100 YEAR FLOOD HAZARD) WHEN SCALED FROM LOMR 13-06-4215P, DATED SEPTEMBER 2, 2014.

8.) BEARINGS ARE BASED ON THE STATE PLANE COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM OF 1983 (NAD '83).

9.) NO OVERHEAD UTILITIES ARE PERMITTED ON THE SUBJECT PROPERTY.

City Project #

### SURVEYOR NOTES:

10.) ALL INTERIOR LOT CORNERS ARE MONUMENTED WITH A 1/2 INCH IRON ROD SET WITH A YELLOW PLASTIC CAP STAMPED "WESTWOOD PS" UNLESS OTHERWISE NOTED.

11.) PLAT WILL NOT BE FILED PRIOR TO A FEAM APPROVED LOMR OR CLOMR.

12.) A 1' SIDEWALK EASEMENT IS CREATED ON ALL LOTS ADJACENT TO OR FRONTING THE FOLLOWING STREETS: LILO LANE, CELESTE STREET, BRIANNE DRIVE, DYLAN ROAD, LANCE STREET, SULLY LANE, HEATH ROAD, KAMERON WAY, OLSEN WAY, EMBER COURT, ASHLEY STREET, MASON DRIVE, ROSA COURT, AND JENSEN BOULEVARD.

OWNER
K. HOVNANIAN HOMES
5808 WEST PLANO PARKWAY
PLANO, TX 75093
ENGINEER / SURVEYOR
**Westwood**
Phone (214) 473-4640
Toll Free (888) 937-5150
2901 Dallas Parkway, Suite 400
Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. F-10074301

# A FINAL PLAT OF BENT TREE MEADOWS

240 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS
RIGHT-OF-WAY 15.225 ACRES
TOTALING 86.642 ACRES
SITUATED IN THE
A. THOMPSON SURVEY, ABSTRACT No. 1265, AND THE
J. MORTON SURVEY, ABSTRACT No. 791,
CITY OF CELINA, DENTON COUNTY, TEXAS
86.642 Acres Nov. 15 2024 Job No. 0052663.00 CELINA 86

1/2

G:\JOB\0052663.00\2_SRVY\0052663.00_PLAT.DWG

CELINA 86

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| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| BLOCK A LOT 1 | 6,250 | 0.143 |
| BLOCK A LOT 1X | 37,402 | 0.859 |
| BLOCK A LOT 2 | 6,250 | 0.143 |
| BLOCK A LOT 3 | 6,250 | 0.143 |
| BLOCK A LOT 4 | 6,250 | 0.143 |
| BLOCK A LOT 5 | 6,250 | 0.143 |
| BLOCK A LOT 6 | 6,250 | 0.143 |
| BLOCK A LOT 7 | 6,250 | 0.143 |
| BLOCK A LOT 7X | 1,150 | 0.026 |
| BLOCK A LOT 8 | 6,250 | 0.143 |
| BLOCK A LOT 9 | 6,250 | 0.143 |
| BLOCK A LOT 10 | 6,250 | 0.143 |
| BLOCK A LOT 11 | 6,250 | 0.143 |
| BLOCK A LOT 12 | 6,250 | 0.143 |
| BLOCK A LOT 13 | 6,250 | 0.143 |
| BLOCK A LOT 14 | 6,250 | 0.143 |
| BLOCK A LOT 15 | 6,250 | 0.143 |
| BLOCK A LOT 16 | 6,250 | 0.143 |
| BLOCK A LOT 17 | 7,526 | 0.173 |
| BLOCK A LOT 18 | 14,474 | 0.332 |
| BLOCK A LOT 19 | 9,554 | 0.219 |
| BLOCK A LOT 20 | 5,981 | 0.137 |
| BLOCK A LOT 21 | 6,000 | 0.138 |
| BLOCK A LOT 22 | 6,000 | 0.138 |
| BLOCK A LOT 23 | 6,000 | 0.138 |
| BLOCK A LOT 24 | 6,000 | 0.138 |
| BLOCK A LOT 25 | 6,000 | 0.138 |
| BLOCK A LOT 26 | 6,000 | 0.138 |
| BLOCK A LOT 27 | 6,000 | 0.138 |
| BLOCK A LOT 28 | 6,000 | 0.138 |
| BLOCK B LOT 1 | 7,991 | 0.183 |
| BLOCK B LOT 2 | 6,250 | 0.143 |
| BLOCK B LOT 3 | 6,250 | 0.143 |
| BLOCK B LOT 4 | 6,250 | 0.143 |
| BLOCK B LOT 5 | 6,250 | 0.143 |
| BLOCK B LOT 6 | 6,875 | 0.158 |
| BLOCK B LOT 7 | 6,875 | 0.158 |
| BLOCK B LOT 8 | 6,875 | 0.158 |
| BLOCK B LOT 9 | 6,875 | 0.158 |
| BLOCK B LOT 10 | 7,450 | 0.171 |
| BLOCK B LOT 11 | 7,561 | 0.174 |
| BLOCK B LOT 12 | 6,875 | 0.158 |
| BLOCK B LOT 13 | 6,875 | 0.158 |
| BLOCK B LOT 14 | 6,875 | 0.158 |
| BLOCK B LOT 15 | 6,875 | 0.158 |
| BLOCK B LOT 16 | 6,250 | 0.143 |
| BLOCK B LOT 17 | 6,250 | 0.143 |
| BLOCK B LOT 18 | 6,250 | 0.143 |
| BLOCK B LOT 19 | 6,250 | 0.143 |
| BLOCK B LOT 20 | 8,075 | 0.185 |
| BLOCK C LOT 1 | 7,150 | 0.164 |
| BLOCK C LOT 2 | 6,600 | 0.152 |
| BLOCK C LOT 3 | 6,000 | 0.138 |
| BLOCK C LOT 4 | 6,000 | 0.138 |
| BLOCK C LOT 5 | 6,000 | 0.138 |
| BLOCK C LOT 6 | 6,000 | 0.138 |
| BLOCK C LOT 7 | 6,000 | 0.138 |
| BLOCK C LOT 8 | 6,000 | 0.138 |
| BLOCK C LOT 9 | 7,150 | 0.164 |
| BLOCK C LOT 10 | 7,150 | 0.164 |
| BLOCK C LOT 11 | 6,000 | 0.138 |
| BLOCK C LOT 12 | 6,000 | 0.138 |
| BLOCK C LOT 13 | 6,000 | 0.138 |
| BLOCK C LOT 14 | 6,000 | 0.138 |
| BLOCK C LOT 15 | 6,000 | 0.138 |
| BLOCK C LOT 16 | 6,000 | 0.138 |
| BLOCK C LOT 17 | 6,600 | 0.152 |
| BLOCK C LOT 18 | 7,150 | 0.164 |
| BLOCK D LOT 1 | 7,848 | 0.180 |
| BLOCK D LOT 2 | 7,239 | 0.166 |
| BLOCK D LOT 3 | 7,091 | 0.163 |
| BLOCK D LOT 4 | 8,111 | 0.186 |
| BLOCK D LOT 5 | 6,000 | 0.138 |
| BLOCK D LOT 5X | 59,146 | 1.358 |
| BLOCK D LOT 6 | 6,000 | 0.138 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| BLOCK D LOT 7 | 6,000 | 0.138 |
| BLOCK D LOT 8 | 6,000 | 0.138 |
| BLOCK D LOT 9 | 7,151 | 0.164 |
| BLOCK D LOT 10 | 8,026 | 0.184 |
| BLOCK D LOT 11 | 8,650 | 0.199 |
| BLOCK D LOT 12 | 13,468 | 0.309 |
| BLOCK E LOT 1 | 7,150 | 0.164 |
| BLOCK E LOT 2 | 6,000 | 0.138 |
| BLOCK E LOT 3 | 6,000 | 0.138 |
| BLOCK E LOT 4 | 6,000 | 0.138 |
| BLOCK E LOT 5 | 6,000 | 0.138 |
| BLOCK E LOT 6 | 6,000 | 0.138 |
| BLOCK E LOT 7 | 6,000 | 0.138 |
| BLOCK E LOT 8 | 5,999 | 0.138 |
| BLOCK E LOT 9 | 9,253 | 0.212 |
| BLOCK E LOT 10 | 10,137 | 0.233 |
| BLOCK E LOT 11 | 6,000 | 0.138 |
| BLOCK E LOT 12 | 6,000 | 0.138 |
| BLOCK E LOT 13 | 6,000 | 0.138 |
| BLOCK E LOT 14 | 6,000 | 0.138 |
| BLOCK E LOT 15 | 6,000 | 0.138 |
| BLOCK E LOT 16 | 6,000 | 0.138 |
| BLOCK E LOT 17 | 7,150 | 0.164 |
| BLOCK F LOT 1 | 7,750 | 0.178 |
| BLOCK F LOT 2 | 6,600 | 0.152 |
| BLOCK F LOT 3 | 6,600 | 0.152 |
| BLOCK F LOT 4 | 6,600 | 0.152 |
| BLOCK F LOT 5 | 6,600 | 0.152 |
| BLOCK F LOT 6 | 6,600 | 0.152 |
| BLOCK F LOT 7 | 8,733 | 0.200 |
| BLOCK F LOT 8 | 9,227 | 0.212 |
| BLOCK F LOT 9 | 7,200 | 0.165 |
| BLOCK F LOT 10 | 7,200 | 0.165 |
| BLOCK F LOT 11 | 7,200 | 0.165 |
| BLOCK F LOT 12 | 7,200 | 0.165 |
| BLOCK F LOT 13 | 8,866 | 0.204 |
| BLOCK G LOT 1 | 6,000 | 0.138 |
| BLOCK G LOT 2 | 6,000 | 0.138 |
| BLOCK G LOT 3 | 6,000 | 0.138 |
| BLOCK G LOT 4 | 6,000 | 0.138 |
| BLOCK G LOT 5 | 6,000 | 0.138 |
| BLOCK G LOT 6X | 1,150 | 0.026 |
| BLOCK G LOT 7 | 6,000 | 0.138 |
| BLOCK G LOT 8 | 6,000 | 0.138 |
| BLOCK G LOT 9 | 6,000 | 0.138 |
| BLOCK G LOT 10 | 6,000 | 0.138 |
| BLOCK G LOT 11 | 6,000 | 0.138 |
| BLOCK G LOT 12 | 6,000 | 0.138 |
| BLOCK G LOT 13 | 6,000 | 0.138 |
| BLOCK G LOT 14 | 6,000 | 0.138 |
| BLOCK G LOT 15 | 6,000 | 0.138 |
| BLOCK G LOT 16 | 6,000 | 0.138 |
| BLOCK G LOT 17 | 8,252 | 0.189 |
| BLOCK G LOT 18 | 14,464 | 0.332 |
| BLOCK G LOT 19 | 10,769 | 0.247 |
| BLOCK G LOT 20 | 7,705 | 0.177 |
| BLOCK G LOT 21 | 7,691 | 0.177 |
| BLOCK G LOT 22 | 7,677 | 0.176 |
| BLOCK G LOT 23 | 7,662 | 0.176 |
| BLOCK G LOT 24 | 7,648 | 0.176 |
| BLOCK G LOT 25 | 7,589 | 0.174 |
| BLOCK G LOT 26 | 13,447 | 0.309 |
| BLOCK G LOT 27 | 12,105 | 0.278 |
| BLOCK G LOT 28 | 7,500 | 0.172 |
| BLOCK G LOT 29 | 7,500 | 0.172 |
| BLOCK G LOT 31 | 15,000 | 0.344 |
| BLOCK G LOT 32 | 7,972 | 0.183 |
| BLOCK G LOT 33 | 8,032 | 0.184 |
| BLOCK G LOT 34 | 8,032 | 0.184 |
| BLOCK G LOT 35 | 8,011 | 0.184 |
| BLOCK G LOT 36 | 7,500 | 0.172 |
| BLOCK G LOT 37 | 8,032 | 0.184 |
| BLOCK G LOT 38 | 8,335 | 0.191 |
| BLOCK G LOT 39 | 10,717 | 0.246 |
| BLOCK H LOT 1 | 6,250 | 0.143 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| BLOCK H LOT 2 | 6,250 | 0.143 |
| BLOCK H LOT 2X | 49,617 | 1.139 |
| BLOCK H LOT 3 | 6,250 | 0.143 |
| BLOCK H LOT 4 | 6,250 | 0.143 |
| BLOCK H LOT 5 | 6,250 | 0.143 |
| BLOCK H LOT 6 | 6,250 | 0.143 |
| BLOCK H LOT 7 | 6,250 | 0.143 |
| BLOCK H LOT 8 | 6,250 | 0.143 |
| BLOCK H LOT 9 | 6,250 | 0.143 |
| BLOCK H LOT 10 | 6,250 | 0.143 |
| BLOCK H LOT 11 | 6,250 | 0.143 |
| BLOCK H LOT 12 | 6,252 | 0.144 |
| BLOCK H LOT 13 | 8,016 | 0.184 |
| BLOCK H LOT 14 | 10,783 | 0.248 |
| BLOCK H LOT 15 | 13,377 | 0.307 |
| BLOCK H LOT 16 | 9,500 | 0.218 |
| BLOCK H LOT 17 | 7,807 | 0.179 |
| BLOCK H LOT 18 | 8,642 | 0.198 |
| BLOCK H LOT 19 | 7,967 | 0.183 |
| BLOCK J LOT 1 | 7,210 | 0.166 |
| BLOCK J LOT 2 | 6,794 | 0.156 |
| BLOCK J LOT 3 | 6,980 | 0.160 |
| BLOCK J LOT 4 | 6,975 | 0.160 |
| BLOCK J LOT 5 | 7,093 | 0.163 |
| BLOCK J LOT 6 | 7,113 | 0.163 |
| BLOCK J LOT 7 | 6,850 | 0.157 |
| BLOCK J LOT 8 | 6,462 | 0.148 |
| BLOCK J LOT 9 | 7,356 | 0.169 |
| BLOCK J LOT 10 | 9,660 | 0.222 |
| BLOCK J LOT 11 | 8,485 | 0.195 |
| BLOCK J LOT 12 | 6,356 | 0.146 |
| BLOCK J LOT 13 | 6,342 | 0.146 |
| BLOCK J LOT 14 | 6,342 | 0.146 |
| BLOCK J LOT 15 | 6,342 | 0.146 |
| BLOCK J LOT 16 | 6,342 | 0.146 |
| BLOCK J LOT 17 | 6,342 | 0.146 |
| BLOCK J LOT 18 | 6,317 | 0.145 |
| BLOCK J LOT 19 | 7,210 | 0.166 |
| BLOCK K LOT 1 | 7,210 | 0.166 |
| BLOCK K LOT 2 | 7,075 | 0.162 |
| BLOCK K LOT 3 | 7,098 | 0.163 |
| BLOCK K LOT 4 | 7,094 | 0.163 |
| BLOCK K LOT 5 | 6,656 | 0.153 |
| BLOCK K LOT 6 | 6,728 | 0.154 |
| BLOCK K LOT 7 | 7,212 | 0.166 |
| BLOCK K LOT 8 | 7,208 | 0.165 |
| BLOCK K LOT 9 | 6,580 | 0.151 |
| BLOCK K LOT 10 | 7,159 | 0.164 |
| BLOCK K LOT 11 | 7,159 | 0.164 |
| BLOCK K LOT 12 | 7,104 | 0.163 |
| BLOCK K LOT 13 | 7,210 | 0.166 |
| BLOCK L LOT 1 | 8,045 | 0.185 |
| BLOCK L LOT 2 | 8,343 | 0.192 |
| BLOCK L LOT 3 | 8,916 | 0.205 |
| BLOCK L LOT 3X | 265,782 | 6.102 |
| BLOCK L LOT 4 | 9,332 | 0.214 |
| BLOCK L LOT 5 | 11,097 | 0.255 |
| BLOCK M LOT 1 | 8,053 | 0.185 |
| BLOCK M LOT 2 | 8,038 | 0.185 |
| BLOCK M LOT 3 | 7,689 | 0.177 |
| BLOCK M LOT 4 | 7,480 | 0.172 |
| BLOCK M LOT 4X | 911,635 | 20.928 |
| BLOCK M LOT 5 | 7,487 | 0.172 |
| BLOCK M LOT 6 | 8,093 | 0.186 |
| BLOCK M LOT 7 | 8,465 | 0.194 |
| BLOCK M LOT 8 | 8,184 | 0.188 |
| BLOCK M LOT 9 | 7,632 | 0.175 |
| BLOCK M LOT 10 | 7,980 | 0.183 |
| BLOCK M LOT 11 | 8,936 | 0.205 |
| BLOCK M LOT 12 | 8,054 | 0.185 |
| BLOCK M LOT 13 | 11,601 | 0.266 |
| BLOCK M LOT 14 | 11,688 | 0.268 |
| BLOCK M LOT 15 | 11,543 | 0.265 |
| BLOCK M LOT 16 | 9,703 | 0.223 |
| BLOCK M LOT 17 | 8,702 | 0.200 |

| Lot Table | | |
|---|---|---|
| Lot # | SF | Acre |
| BLOCK M LOT 18 | 8,567 | 0.197 |
| BLOCK M LOT 19 | 7,938 | 0.182 |
| BLOCK M LOT 20 | 8,102 | 0.186 |
| BLOCK M LOT 21 | 8,124 | 0.186 |
| BLOCK M LOT 22 | 9,606 | 0.221 |
| BLOCK M LOT 23 | 11,093 | 0.255 |
| BLOCK M LOT 24 | 8,466 | 0.194 |
| BLOCK M LOT 25 | 7,500 | 0.172 |
| BLOCK M LOT 26 | 7,500 | 0.172 |
| BLOCK M LOT 27 | 7,568 | 0.174 |
| BLOCK M LOT 28 | 13,428 | 0.308 |
| BLOCK M LOT 29 | 11,700 | 0.269 |
| BLOCK M LOT 30 | 7,794 | 0.179 |
| BLOCK M LOT 31 | 7,800 | 0.179 |
| BLOCK M LOT 32 | 9,050 | 0.208 |
| BLOCK N LOT 1 | 12,393 | 0.285 |
| BLOCK N LOT 2 | 11,817 | 0.271 |
| BLOCK N LOT 3 | 9,495 | 0.218 |
| BLOCK N LOT 4 | 9,071 | 0.208 |
| BLOCK N LOT 5 | 11,798 | 0.271 |
| BLOCK O LOT 8X | 1,036 | 0.024 |
| BLOCK P LOT 9X | 1,056 | 0.024 |
| R-O-W | 664,440 | 15.253 |

| PROPOSED CELINA 86 LOTS | | |
|---|---|---|
| Lot Type 1 (50') | Lot Type 2 (60') | Total |
| 171 | 69 | 240 |

**OWNER'S ACKNOWLEDGEMENT AND DEDICATION**

STATE OF TEXAS §

COUNTY OF _____ §

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT WITHIN THE AREA DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEING** A TRACT OF LAND SITUATED IN THE J. MORTON SURVEY, ABSTRACT NUMBER 791, AND A. THOMPSON SURVEY, ABSTRACT NUMBER 1265, DENTON COUNTY, TEXAS, BEING ALL OF THAT TRACT OF LAND TO MTAK PROPERTIES, LLC AND FRISCO PAIN CENTER , LLC RECORDED IN INSTRUMENT NUMBER 2022-11358 OFFICIAL RECORDS DENTON COUNTY, TEXAS (O.R.D.C.T.) AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**BEGINNING** AT A 5/8 INCH IRON ROD WITH CAP STAMPED "WEIR ASSO." FOUND IN CAREY ROAD, THE NORTHWEST CORNER OF SAID MTAK PROPERTIES TRACT, THE NORTHEAST CORNER OF A TRACT OF LAND TO SMILEY ROAD, LTD RECORDED IN INSTRUMENT NUMBER 2006-2173 O.R.D.C.T., AND IN THE SOUTH LINE OF A TRACT OF LAND TO GM-CELINA, L.P. RECORDED IN INSTRUMENT NUMBER 2024-10447 O.R.D.C.T.

**THENCE** NORTH 89° 18' 59" EAST, 2,045.84 **FEET** WITH SAID CAREY ROAD, SAID SOUTH LINE AND THE NORTH LINE OF SAID MTAK PROPERTIES, LLC TRACT TO A 1/2 INCH IRON ROD WITH RED CAP FOUND IN THE SOUTH LINE OF A TRACT OF LAND TO OPP-GREEN MEADOWS, L.P. RECORDED IN INSTRUMENT NUMBER 2023-76068 O.R.D.C.T.;

**THENCE** NORTH 89° 29' 44" EAST, 91.70 FEET CONTINUING WITH SAID CAREY ROAD, AND SAID COMMON LINE TO A 1/2 INCH IRON ROD WITH CAP STAMPED "WESTWOOD PS" SET FOR THE NORTHEAST CORNER OF SAID MTAK PROPERTIES, LLC TRACT, AND THE NORTHWEST CORNER OF A TRACT OF LAND TO ROYS GLENN ALLEN AND RANDY ALLEN C/O RG ALLEN REVOCABLE TRUST RECORDED IN INSTRUMENT NUMBER 2015-46639 O.R.D.C.T.;

**THENCE** SOUTH 00° 28' 02" EAST, 1,763.08 FEET DEPARTING SAID NORTHEAST CORNER WITH THE EAST LINE OF SAID MTAK PROPERTIES, LLC TRACT, THE WEST LINE OF SAID REVOCABLE TRUST TRACT AND THE WEST LINE OF A TRACT OF LAND TO RANDY GLENN ALLEN RECORDED IN INSTRUMENT NUMBER 2003-103981 O.R.D.C.T. TO A 1/2 INCH IRON ROD STAMPED "GEER" FOUND FOR THE SOUTHEAST CORNER OF SAID MTAK PROPERTIES TRACT, THE SOUTHWEST CORNER OF SAID REVOCABLE TRUST AND IN THE NORTH LINE OF A TRACT OF LAND TO MERRITT/THORNTON MANAGEMENT COMPANY, LLC RECORDED IN INSTRUMENT NUMBER 2012-138954 O.R.D.C.T.;

**THENCE** SOUTH 88° 57' 17" WEST, 2,126.94 FEET WITH THE NORTH LINE OF SAID MERRITT/THORNTON MANAGEMENT COMPANY, LLC TRACT AND THE SOUTH LINE OF SAID MTAK PROPERTIES, LLC TRACT TO A 1 INCH IRON PIPE FOUND IN SAID NORTH LINE, THE SOUTHWEST CORNER OF SAID MTAK PROPERTIES, LLC TRACT AND THE SOUTHEAST CORNER OF SAID SMILEY ROAD, LTD TRACT;

**THENCE** NORTH 00° 48' 44" WEST, 1,776.78 FEET DEPARTING SAID NORTH LINE WITH THE EAST LINE OF SAID SMILEY ROAD, LTD TRACT AND THE WEST LINE OF SAID MTAK PROPERTIES, LLC TRACT TO THE **POINT OF BEGINNING** AND CONTAINING 3,774,141 SQUARE FEET OR 86.642 ACRES MORE OR LESS.

**NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:**

THAT **BLUE BONNET CAPITAL PARTNERS**, ACTING HEREIN BY AND THROUGH ITS DULY AUTHORIZED OFFICER, DOES HEREBY ADOPT THIS FINAL PLAT DESIGNATING THE HEREIN ABOVE DESCRIBED PROPERTY AS **BENT TREE MEADOWS** SUBDIVISION, AN ADDITION TO THE CITY OF CELINA, TEXAS, AND DOES HEREBY DEDICATE TO THE PUBLIC USE FOREVER BY FEE SIMPLE TITLE, FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES, ALL STREETS, THOROUGHFARES, ALLEYS, FIRE LANES, DRIVE AISLES, PARKING SPACES, PARKS, AND TRAILS, AND TO THE PUBLIC USE FOREVER EASEMENTS FOR SIDEWALKS, STORM DRAINAGE FACILITIES, FLOODWAYS, WATER MAINS, WASTEWATER MAINS, AND OTHER UTILITIES AND FACILITIES, AND ANY OTHER PROPERTY NECESSARY TO SERVE THE PLAT AND TO IMPLEMENT THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS AND OTHER CITY CODES AND DO HEREBY BIND OURSELVES, OUR HEIRS, SUCCESSORS AND ASSIGNS TO WARRANT AND TO FOREVER DEFEND THE TITLE ON THE LAND SO DEDICATED. FURTHER, THE UNDERSIGNED COVENANTS AND AGREES THAT HE/SHE SHALL MAINTAIN ALL EASEMENTS AND FACILITIES IN A STATE OF GOOD REPAIR AND FUNCTIONAL CONDITION AT ALL TIMES IN ACCORDANCE WITH CITY CODES AND REGULATIONS. NO BUILDINGS, FENCES, TREES, SHRUBS, OR OTHER IMPROVEMENTS OR GROWTHS SHALL BE CONSTRUCTED OR PLACED UPON, OVER, OR ACROSS THE EASEMENTS AS SHOWN, EXCEPT THAT LANDSCAPE IMPROVEMENTS MAY BE INSTALLED, IF APPROVED BY THE CITY OF CELINA. AT NO POINT SHALL ANY OVERHEAD UTILITIES BE INSTALLED ON THE SUBJECT PROPERTY. THE CITY OF CELINA AND PUBLIC UTILITY ENTITIES SHALL HAVE THE RIGHT TO ACCESS AND MAINTAIN ALL RESPECTIVE EASEMENTS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING PERMISSION FROM ANYONE.

BY: K. HOVNANIAN HOMES

NAME:_____

TITLE:

STATE OF TEXAS §

COUNTY OF _____ §

BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR _____ COUNTY, TEXAS, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE IS _____, AND THAT HE/SHE IS AUTHORIZED TO EXECUTE THE FOREGOING INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED, AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20____.

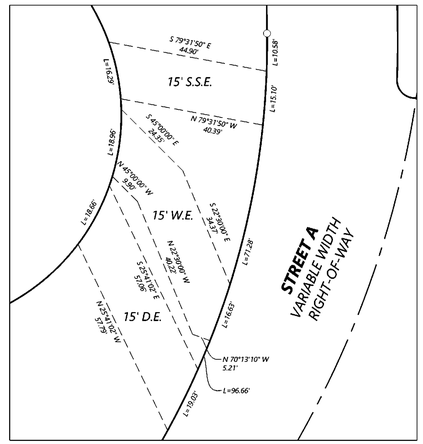
_____

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____

TYPE OR PRINT NOTARY'S NAME

MY COMMISSION EXPIRES: _____




**DETAIL**

1" = 20'

0' 20' 40'

**SURVEYOR CERTIFICATE**

*KNOW ALL MEN BY THESE PRESENTS:*

*THAT I, JASON B. ARMSTRONG, DO HEREBY CERTIFY THAT I PREPARED THIS PLAT AND THE FIELD NOTES MADE A PART THEREOF FROM AN ACTUAL AND ACCURATE SURVEY OF THE LAND AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF CELINA, TEXAS.*

_____

*JASON B. ARMSTRONG*
*REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5557*

*STATE OF TEXAS*
*COUNTY OF COLLIN*

*BEFORE ME, THE UNDERSIGNED AUTHORITY IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED JASON B. ARMSTRONG, KNOWN TO ME TO BE THE PERSON AND OFFICER WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.*

*WITNESS MY HAND AT _____, TEXAS, THIS ___ DAY OF _____, 2024.*

_____

*NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.*

**CERTIFICATE OF PLAT APPROVAL**

APPROVED

_____ _____

CITY DEVELOPMENT OFFICIAL DATE
CITY OF CELINA, TEXAS

WITNESS BY HAND THIS _____ DATE OF _____, 20_____

_____

CITY SECRETARY
CITY OF CELINA, TEXAS

OWNER
K. HOVNANIAN HOMES
5808 WEST PLANO PARKWAY
PLANO, TX 75093
ENGINEER / SURVEYOR
Westwood
Phone (214) 473-4640 2901 Dallas Parkway, Suite 400
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com
Westwood Professional Services, Inc.
TBPE FIRM REGISTRATION NO. F-11756
TBPLS FIRM REGISTRATION NO. F-10074301

A FINAL PLAT
OF
# BENT TREE MEADOWS
240 RESIDENTIAL LOTS,
9 OPEN SPACE \ COMMON AREAS
RIGHT-OF-WAY 15.225 ACRES
TOTALING 86.642 ACRES
SITUATED IN THE
A. THOMPSON SURVEY, ABSTRACT No. 1265, AND THE
J. MORTON SURVEY, ABSTRACT No. 791,
CITY OF CELINA, DENTON COUNTY, TEXAS

86.642 Acres Nov. 15 2024 Job No. 0052663.00 CELINA 86

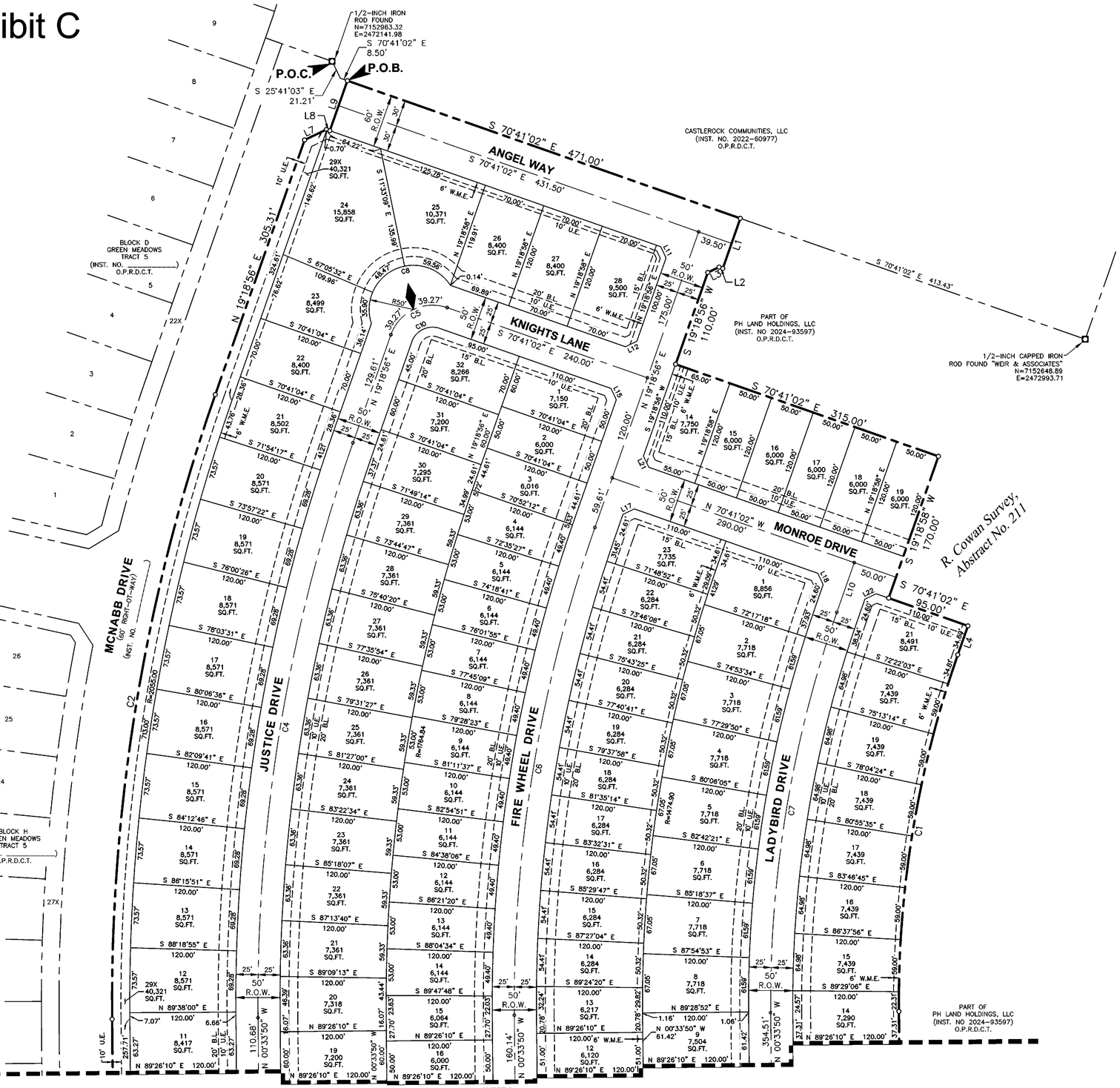
2/2

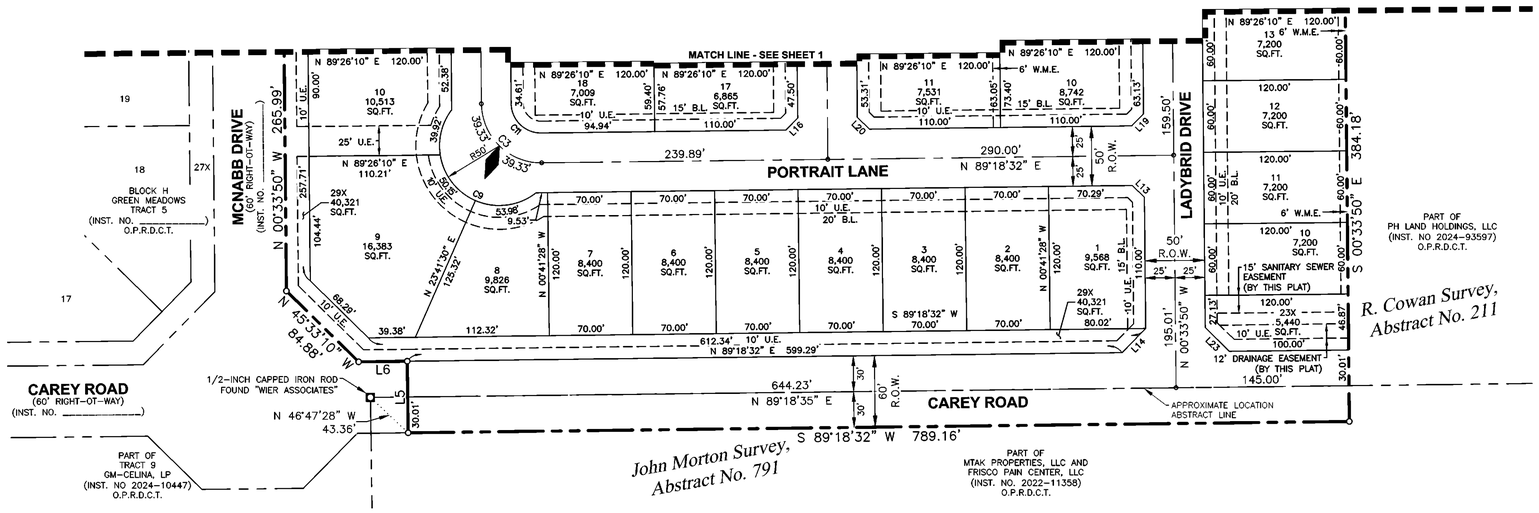
City Project #

G:\JOB\0052663.00\2_SRVY\0052663.00_PLAT.DWG

EXHIBIT C
LEGAL DESCRIPTION OF K.HOV TRACT 3

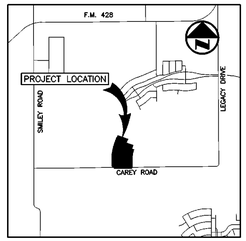
# Exhibit C


1/2-INCH IRON ROD FOUND N=7152963.32 E=2472141.98
S 70°41'02" E 8.50'
P.O.C.
P.O.B.
S 25°41'03" E 21.21'
L8
L7
L9
0.70'
60' R.O.W.
30'
30'
S 70°41'02" E 471.00'
ANGEL WAY
S 70°41'02" E 431.50'
CASTLEROCK COMMUNITIES, LLC (INST. NO. 2022-60977) O.P.R.D.C.T.
10' U.E.
6' W.M.E.
20' B.L.
10' U.E.
29X 40,321 SQ.FT.
24 15,858 SQ.FT.
25 10,371 SQ.FT.
26 8,400 SQ.FT.
27 8,400 SQ.FT.
28 9,500 SQ.FT.
125.78'
70.00'
70.00'
70.00'
70.00'
S 11°55'09" E 135.99'
N 19°18'56" E 305.31'
149.62'
204.61'
76.62'
BLOCK D GREEN MEADOWS TRACT 5 (INST. NO. ) O.P.R.D.C.T.
S 67°05'32" E 109.98'
59.56'
C8
R50'
39.27'
C9
C10
0.14'
69.89'
L11
39.50'
50' R.O.W.
25'
25'
L2
S 70°41'02" E 413.43'
N 19°18'56" E 110.00'
175.00'
100.00'
15' B.L.
10' U.E.
6' W.M.E.
N 19°18'58" E
S 19°18'58" W
KNIGHTS LANE
S 70°41'02" E 240.00'
PART OF PH LAND HOLDINGS, LLC (INST. NO 2024-93597) O.P.R.D.C.T.
1/2-INCH CAPPED IRON ROD FOUND "WEIR & ASSOCIATES" N=7152648.89 E=2472993.71
22 8,400 SQ.FT.
23 8,499 SQ.FT.
32 8,266 SQ.FT.
1 7,150 SQ.FT.
14 7,750 SQ.FT.
15 6,000 SQ.FT.
16 6,000 SQ.FT.
17 6,000 SQ.FT.
18 6,000 SQ.FT.
19 6,000 SQ.FT.
S 70°41'04" E 120.00'
S 71°54'17" E 120.00'
S 73°57'22" E 120.00'
S 76°00'26" E 120.00'
S 78°03'31" E 120.00'
S 80°06'36" E 120.00'
S 82°09'41" E 120.00'
S 84°12'46" E 120.00'
S 86°15'51" E 120.00'
S 88°18'55" E 120.00'
N 89°38'00" E 120.00'
N 89°26'10" E 120.00'
21 8,502 SQ.FT.
20 8,571 SQ.FT.
19 8,571 SQ.FT.
18 8,571 SQ.FT.
17 8,571 SQ.FT.
16 8,571 SQ.FT.
15 8,571 SQ.FT.
14 8,571 SQ.FT.
13 8,571 SQ.FT.
12 8,571 SQ.FT.
11 8,417 SQ.FT.
31 7,200 SQ.FT.
30 7,295 SQ.FT.
29 7,361 SQ.FT.
28 7,361 SQ.FT.
27 7,361 SQ.FT.
26 7,361 SQ.FT.
25 7,361 SQ.FT.
24 7,361 SQ.FT.
23 7,361 SQ.FT.
22 7,361 SQ.FT.
21 7,361 SQ.FT.
20 7,318 SQ.FT.
19 7,200 SQ.FT.
2 6,000 SQ.FT.
3 6,016 SQ.FT.
4 6,144 SQ.FT.
5 6,144 SQ.FT.
6 6,144 SQ.FT.
7 6,144 SQ.FT.
8 6,144 SQ.FT.
9 6,144 SQ.FT.
10 6,144 SQ.FT.
11 6,144 SQ.FT.
12 6,144 SQ.FT.
13 6,144 SQ.FT.
14 6,144 SQ.FT.
15 6,084 SQ.FT.
16 6,000 SQ.FT.
S 70°41'04" E 120.00'
S 71°49'14" E 120.00'
S 73°44'47" E 120.00'
S 75°40'20" E 120.00'
S 77°35'54" E 120.00'
S 79°31'27" E 120.00'
S 81°27'00" E 120.00'
S 83°22'34" E 120.00'
S 85°18'07" E 120.00'
S 87°13'40" E 120.00'
S 89°09'13" E 120.00'
S 89°47'48" E 120.00'
N 89°26'10" E 120.00'
S 70°52'12" E 120.00'
S 72°35'27" E 120.00'
S 74°18'41" E 120.00'
S 76°01'55" E 120.00'
S 77°45'09" E 120.00'
S 79°28'23" E 120.00'
S 81°11'37" E 120.00'
S 82°54'51" E 120.00'
S 84°38'06" E 120.00'
S 86°21'20" E 120.00'
S 88°04'34" E 120.00'
N 89°26'10" E 120.00'
N 89°26'10" E 120.00'
N 89°26'10

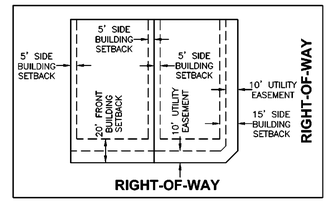


## LEGEND

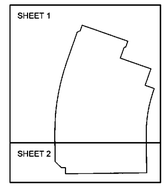
| | |
|---|---|
| ☐ | MONUMENT OF RECORD DIGNITY |
| O | PROPERTY CORNER |
| B.L. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| W.M.E. | WALL MAINTENANCE EASEMENT |
| INST. NO. | INSTRUMENT NUMBER |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| VOL. | VOLUME |
| CIRF | 5/8-INCH IRON ROD W/"BGE" CAP FOUND |
| D.R.D.C.T. | DEED RECORDS OF DENTON COUNTY, TEXAS |
| O.R.D.C.T. | OFFICIAL RECORDS OF DENTON COUNTY, TEXAS |
| ——— | PROPERTY LINE |
| - - - - - | EXISTING EASEMENT LINE |




## VICINITY MAP
(NOT TO SCALE)




## TYPICAL LOT LAYOUT
(1" = 60')




## KEY MAP
(NOT TO SCALE)

| AREA TABLE | | |
|---|---|---|
| RESIDENTIAL LOTS | 766,651 SF | 17.600 ACRES |
| R.O.W. DEDICATION | 277,544 SF | 6.372 ACRES |
| COMMON AREA | 45,761 SF | 1.051 ACRES |
| GROSS AREA | 1,089,956 SF | 25.022 ACRES |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | S 19°18'58" W | 60.00' |
| L2 | N 70°41'02" W | 4.50' |
| L3 | S 64°18'57" W | 14.14' |
| L4 | S 19°18'56" W | 34.60' |
| L5 | N 00°41'28" W | 60.00' |
| L6 | S 89°18'32" W | 40.70' |
| L7 | N 64°18'56" E | 27.30' |
| L8 | S 70°41'02" E | 4.20' |
| L9 | N 19°18'53" E | 60.00' |
| L10 | N 19°18'56" E | 59.60' |
| L11 | N 25°41'03" W | 14.14' |
| L12 | N 64°18'57" E | 14.14' |
| L13 | N 45°37'39" W | 14.13' |
| L14 | N 44°22'21" E | 28.32' |
| L15 | N 25°41'03" W | 14.14' |
| L16 | N 44°22'21" E | 14.16' |
| L17 | S 64°18'57" W | 14.14' |
| L18 | N 25°41'03" W | 14.14' |
| L19 | N 44°22'21" E | 14.16' |
| L20 | S 45°37'39" E | 14.13' |
| L21 | S 25°41'03" E | 14.14' |
| L22 | N 64°18'57" E | 14.14' |
| L23 | S 45°37'39" E | 28.25' |

| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE | ARC LENGTH |
| C1 | 19°52'46" | 1185.00' | S 09°22'33" W | 409.09' | 411.15' |
| C2 | 19°52'46" | 2075.00' | N 09°22'33" E | 716.34' | 719.94' |
| C3 | 90°07'38" | 50.00' | N 45°37'39" W | 70.79' | 78.65' |
| C4 | 19°52'46" | 1910.00' | N 09°22'33" E | 659.38' | 662.69' |
| C5 | 90°00'02" | 50.00' | N 64°18'57" E | 70.71' | 78.54' |
| C6 | 19°52'46" | 1620.00' | N 09°22'33" E | 559.26' | 562.08' |
| C7 | 19°52'46" | 1330.00' | N 09°22'33" E | 459.15' | 461.46' |
| C8 | 164°55'23" | 50.00' | N 64°14'03" E | 99.14' | 143.92' |
| C9 | 165°03'57" | 50.00' | N 45°37'39" W | 99.15' | 144.05' |
| C10 | 90°00'02" | 25.00' | S 64°18'57" W | 35.36' | 39.27' |
| C11 | 90°07'38" | 25.00' | S 45°37'39" E | 35.39' | 39.33' |

**GENERAL NOTES:**

1. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83), based on observations made on April 29, 2024 with an applied combined scale factor of 1.000150630.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X as delineated on Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map Number 48121C0290G with Map Revised April 18, 2011.

   Zone X - Areas determined to be outside the 0.2% annual chance floodplain
4. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
5. All lots comply with the minimum size requirements of the zoning district.
6. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
7. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way are required to be an HOA "X" lot.
8. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for the public to use the trail.
9. Notice - selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.
10. This plat does not alter or remove existing deed restrictions, if any, on this property.
11. Minimum finished floor elevations are at least two feet above the 100-year floodplain.
12. No overhead utilities are permitted on the subject property.
13. All monuments set 5/8-inch iron rod with "BGE" cap unless otherwise noted.

FINAL PLAT

# GREEN MEADOWS TRACT 3A

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 101 RESIDENTIAL LOTS AND 2 OPEN SPACE LOTS
BEING 25.002 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 2 OF 3


**SURVEYOR**

**BGE, Inc.**
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

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Contact: Jacob Jenkins
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com


\\bgeincldata\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SIV\04_CAD\13153-00_FPLT 3A.dwg 2024-10-09-15:27 jjenkins

## OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS, MTAK Properties, LLC, Frisco Pain Center, LLC and PH Land Holdings, LLC are the owners of a 25.022 acre tract of land situated in the Robert Cowen Survey, Abstract No. 211 and the John Morton Survey, Abstract No. 791, Denton County, Texas; being part of a tract of land described in Special Warranty Deed to MTAK Properties, LLC and Frisco Pain Center, LLC as recorded in Instrument Number 2022-11358 of the Official Public Records of Denton County, Texas; being part of a tract of land described in Special Warranty Deed to PH Land Holdings, LLC as recorded in Instrument Number 2024-93597 of the Official Public Records of Denton County, Texas; said 25.022 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch iron rod found for corner in the north line of said PH Land Holdings, LLC tract and being in the south line of a tract of land described in Special Warranty Deed to Castlerock Communities, LLC as recorded in Instrument Number 2022-60977 of the Official Public Records of Denton County, Texas;

THENCE South 25 degrees 41 minutes 03 seconds East, along the north line of said PH Land Holdings, LLC tract, the south line of said Castlerock Communities, LLC tract, a distance of 21.21 feet, to an angle point;

THENCE South 70 degrees 41 minutes 02 seconds East, continuing along the north line of said PH Land Holdings, LLC tract, the south line of said Castlerock Communities, LLC tract, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the POINT OF BEGINNING;

THENCE, South 70 degrees 41 minutes 02 seconds East, continuing along the north line of said PH Land Holdings, LLC tract and the south line of said Castlerock Communities, LLC tract, a distance of 471.00 feet to a a 5/8-inch capped iron rod stamped "BGE" set for a corner; from which a 1/2-inch capped iron rod stamped "WEIR & ASSOCIATES" found for a re-entrant corner of said PH Land Holdings, LLC tract bears South 70 degrees 41 minutes 02 seconds East, a distance of 413.43 feet;

THENCE, departing the north line of said PH Land Holdings, LLC tract and the south line of said Castlerock Communities, LLC tract, over and across said PH Land Holdings, LLC tract the following ten (10) courses:

South 19 degrees 18 minutes 58 seconds West, a distance of 60.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

North 70 degrees 41 minutes 02 seconds West, a distance of 4.50 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 64 degrees 18 minutes 57 seconds West, a distance of 14.14 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 19 degrees 18 minutes 56 seconds West, a distance of 110.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 315.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 315.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 19 degrees 18 minutes 58 seconds West, a distance of 170.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 95.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 19 degrees 18 minutes 56 seconds West, a distance of 34.60 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner and being the beginning of a tangent curve to the left;

Along said tangent curve to the left, an arc length of 411.15 feet, having a radius of 1,185.00 feet, a central angle of 19 degrees 52 minutes 46 seconds, and a chord which bears South 09 degrees 22 minutes 33 seconds West, 409.09 feet to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 00 degrees 33 minutes 50 seconds East, passing at a distance of 354.19 feet, the south line of said PH Land Holdings, LLC tract and the north line of said MTAK Properties, LLC and Frisco Pain Center, LLC tract; continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, in all a total distance of 384.18 feet to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE, South 89 degrees 18 minutes 32 seconds West, continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, a distance of 789.16 feet to a 5/8-inch capped iron rod stamped "BGE" set for a corner; from said corner a 1/2-inch iron rod with "WIER & ASSOCIATES" cap found the northwest corner of said MTAK Properties, LLC and Frisco Pain Center, LLC tract bears North 46 degrees 47 minutes 28 seconds West, a distance of 43.36 feet;

THENCE, North 00 degrees 41 minutes 28 seconds West, continuing over and across said MTAK Properties, LLC and Frisco Pain Center, LLC tract, passing at a distance of 30.01 feet, the north line of said MTAK Properties, LLC and Frisco Pain Center, LLC tract and the south line of said PH Land Holdings, LLC tract; continuing over and across said PH Land Holdings, LLC tract in all a total distance of 60.00 feet to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE, continuing over and across said PH Land Holdings, LLC tract, the following eight (8) courses:

South 89 degrees 18 minutes 32 seconds West, a distance of 40.70 feet to a 5/8-inch capped iron rod stamped "BGE" set for and angle point;

North 45 degrees 33 minutes 10 seconds West, a distance of 84.88 feet to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 00 degrees 33 minutes 50 seconds West, a distance of 265.99 feet to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a tangent curve to the right;

Along said tangent curve to the right, an arc length of 719.94 feet, having a radius of 2,075.00 feet, a central angle of 19 degrees 52 minutes 46 seconds, and a chord which bears North 09 degrees 22 minutes 33 seconds East, 716.34 feet to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 19 degrees 18 minutes 56 seconds East, a distance of 305.31 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

North 64 degrees 18 minutes 56 seconds East, a distance of 27.30 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

South 70 degrees 41 minutes 02 seconds East, a distance of 4.20 feet to a 5/8-inch capped iron rod stamped "BGE" set for corner;

North 19 degrees 18 minutes 53 seconds East, a distance of 60.00 feet to the POINT OF BEGINNING and containing an area of 25.022 acres or 1,089,956 square feet of land, more or less.

## NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS

THAT MTAK Properties, LLC, Frisco Pain Center, LLC and PH Land Holdings, LLC, acting herein by and through their duly authorized officers, do hereby adopt this preliminary plat designating the herein above described property as GREEN MEADOWS TRACT 3A, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

MTAK Properties, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

Frisco Pain Center, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

PH Land Holdings, LLC

By: _____
Name:
Title:

STATE OF _____ §
COUNTY OF _____ §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

## CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Released for city review purposes only on October 9, 2024.

_____
Jacob S. Jenkins, RPLS No. 7065

_____
Date

STATE OF TEXAS
REGISTERED
JACOB S. JENKINS
6461
PROFESSIONAL
LAND SURVEYOR

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared Jacob S. Jenkins, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

## CERTIFICATE OF PLAT APPROVAL

Approved

_____
City Development Official
City of Celina, Texas

_____
Date

Witness by hand this _____ day of _____, 20_____.

_____
City Secretary
City of Celina, Texas

FINAL PLAT
# GREEN MEADOWS TRACT 3A

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 101 RESIDENTIAL LOTS AND 2 OPEN SPACE LOTS
BEING 25.002 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 3 OF 3


**SURVEYOR**

BGE

**BGE, Inc.**
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

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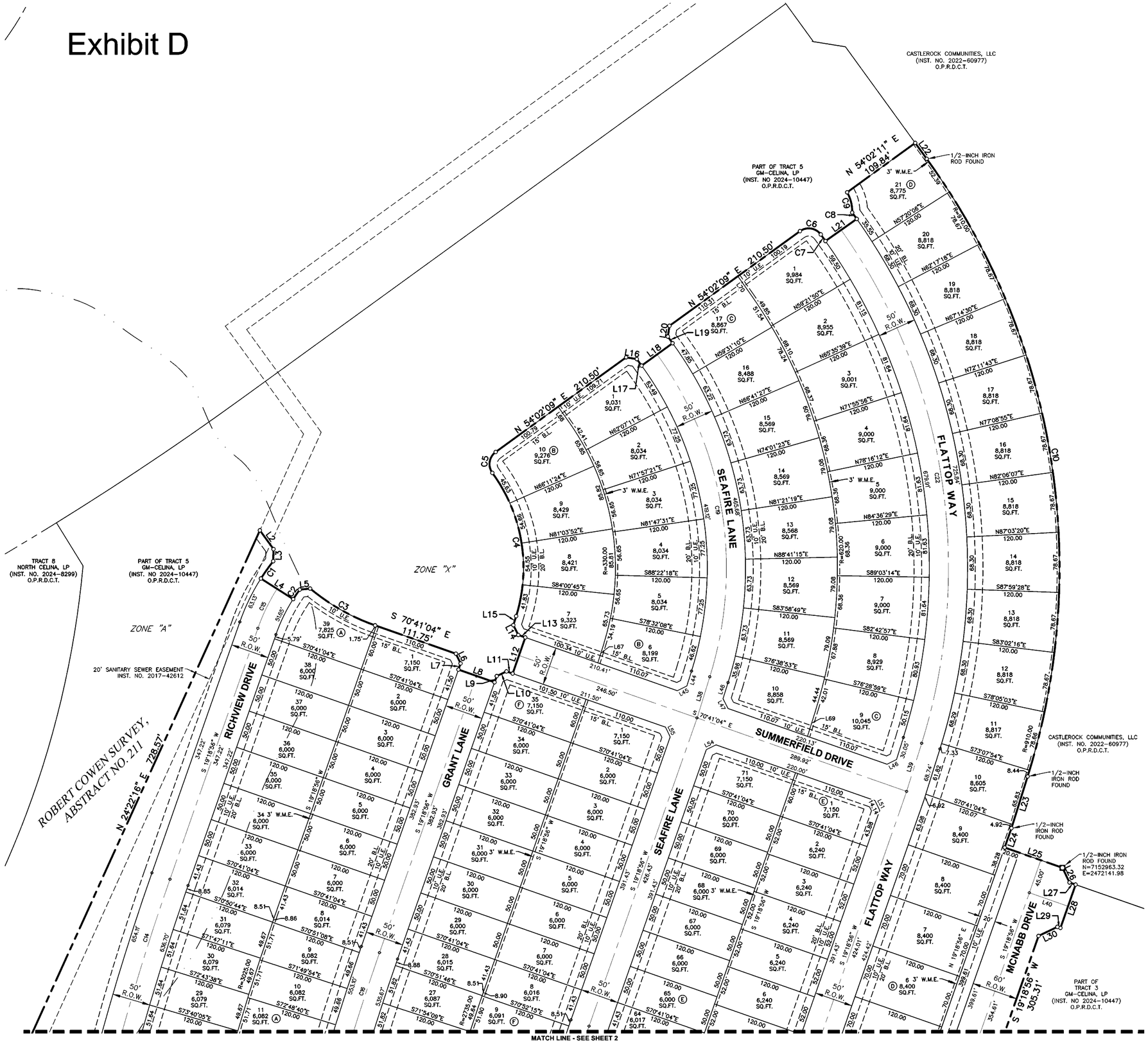
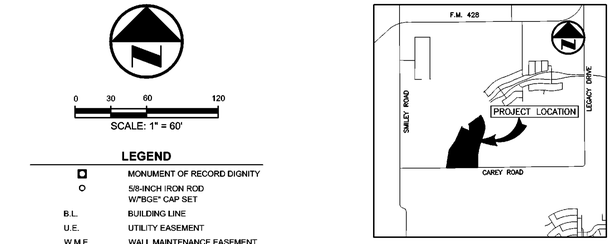
Contact: Jacob Jenkins
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com


\\bgeincdata\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV04_CAD\13153-00_FPLT 3A.dwg 2024-10-09-15:27 jjenkins

EXHIBIT D
LEGAL DESCRIPTION OF PH LAND TRACTS 4 AND 5

# Exhibit D



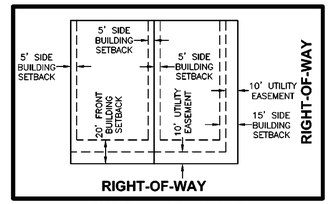




**LEGEND**

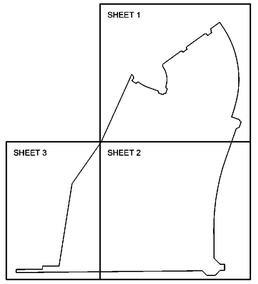
| | |
|---|---|
| ◘ | MONUMENT OF RECORD DIGNITY |
| ○ | 5/8-INCH IRON ROD W/"BGE" CAP SET |
| B.L. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| W.M.E. | WALL MAINTENANCE EASEMENT |
| INST. NO. | INSTRUMENT NUMBER |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| VOL. | VOLUME |
| D.R.D.C.T. | DEED RECORDS OF DENTON COUNTY, TEXAS |
| O.R.D.C.T. | OFFICIAL RECORDS OF DENTON COUNTY, TEXAS |
| — — — | PROPERTY LINE |
| — — — — | EXISTING EASEMENT LINE |




**VICINITY MAP**
(NOT TO SCALE)




**TYPICAL LOT LAYOUT**
(1" = 60')




**KEY MAP**
(NOT TO SCALE)

| AREA TABLE | | |
|---|---|---|
| RESIDENTIAL LOTS | 1,849,357 SF | 42.455 ACRES |
| R.O.W. DEDICATION | 725,500 SF | 16.251 ACRES |
| COMMON AREA | 195,527 SF | 4.489 ACRES |
| GROSS AREA | 2,770,384 SF | 63.195 ACRES |

**GENERAL NOTES:**

1. Bearing system for this survey is based on the State Plane Coordinate System, Texas North Central Zone (4202), North American Datum of 1983 (NAD '83), based on observations made on April 29, 2024 with an applied combined scale factor of 1.000150630.
2. The floodplain boundaries shown hereon are approximate and are not depicted as a result of an on-the-ground survey. The subject tract lies with Zone X, Zone A as delineated on Flood Insurance Rate Map for Denton County, Texas and Incorporated Areas, Map Number 48121C0290G with Map Revised April 18, 2011.
   Zone X - Areas determined to be outside the 0.2% annual chance floodplain
   Zone A - (Special flood hazard areas subject to inundation by the 1% annual chance flood event) - No base flood elevations determined.
4. The square footage value shown hereon is a mathematical value calculated from the boundary data shown hereon. This value in no way represents the precision of closure of this survey or the accuracy of corner monuments found or placed.
5. All lots comply with the minimum size requirements of the zoning district.
6. This property may be subject to charges related to impact fees and the applicant should contact the City regarding any applicable fees due.
7. All common areas, drainage easements, and detention facilities will be owned and maintained by the HOA/POA. Any common areas within the City's right-of-way are required to be an HOA "X" lot.
8. All common area/HOA lots or floodplain may contain a public trail and shall provide an access easement for the public to use the trail.
9. Notice - selling a portion of this addition by metes and bounds is a violation of City ordinance and State Law and is subject to fines and withholding of utilities and building permits.
10. This plat does not alter or remove existing deed restrictions, if any, on this property.
11. Minimum finished floor elevations are at least two feet above the 100-year floodplain.
12. No overhead utilities are permitted on the subject property.
13. All monuments set 5/8-inch iron rod with "BGE" cap unless otherwise noted.

FINAL PLAT

## GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 1 OF 4


**SURVEYOR**

**BGE, Inc.**
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953



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Contact: Jake Jenkins, R.P.L.S.
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com



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MATCH LINE - SEE SHEET 1

MATCH LINE - SEE SHEET 3

PART OF TRACT 3 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

PART OF TRACT 9 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

PART OF TRACT 3 GM–CELINA, LP (INST. NO 2024–10447) O.P.R.D.C.T.

MTAK PROPERTIES, LLC AND FRISCO PAIN CENTER, LLC (INST. NO. 2022–11358) O.P.R.D.C.T.

GRANT LANE

SEAFIRE LANE

FLATTOP WAY

MCNABB DRIVE

CORSAIR DRIVE

HORNET DRVIE

YORKTOWN DRIVE

CAREY ROAD

S 19°18'56" W 305.31'

S 00°33'50" E 265.99'

S 89°25'07" W 1,391.76'

N 89°25'07" E 1382.69'

APPROXIMATE LOCATION ABSTRACT LINE

JOHN MORTON SURVEY, ABSTRACT NO. 791

ROBERT COWEN SURVEY, ABSTRACT NO. 211

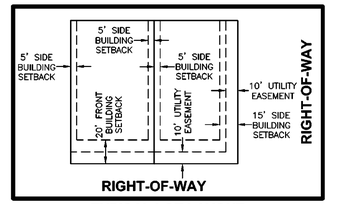
1/2-INCH IRON ROD W/"WIER ASSOCIATES" CAP FOUND

1/2-INCH IRON ROD W/"WIER ASSOCIATES" CAP FOUND N 89°06'16" E 130.78'

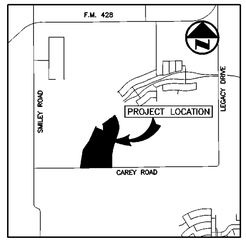
SCALE: 1" = 60'

## LEGEND

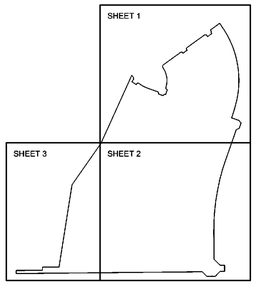
| | |
|---|---|
| ◘ | MONUMENT OF RECORD DIGNITY |
| ○ | 5/8-INCH IRON ROD W/"BGE" CAP SET |
| B.L. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| W.M.E. | WALL MAINTENANCE EASEMENT |
| INST. NO. | INSTRUMENT NUMBER |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| VOL. | VOLUME |
| D.R.D.C.T. | DEED RECORDS OF DENTON COUNTY, TEXAS |
| O.R.D.C.T. | OFFICIAL RECORDS OF DENTON COUNTY, TEXAS |
| | PROPERTY LINE |
| | EXISTING EASEMENT LINE |




TYPICAL LOT LAYOUT
(1" = 60')




VICINITY MAP
(NOT TO SCALE)




KEY MAP
(NOT TO SCALE)

FINAL PLAT

# GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 2 OF 4


**SURVEYOR**

**BGE, Inc.**
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
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TBPELS Registration No. 10193953

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Contact: Jake Jenkins, R.P.L.S.
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com


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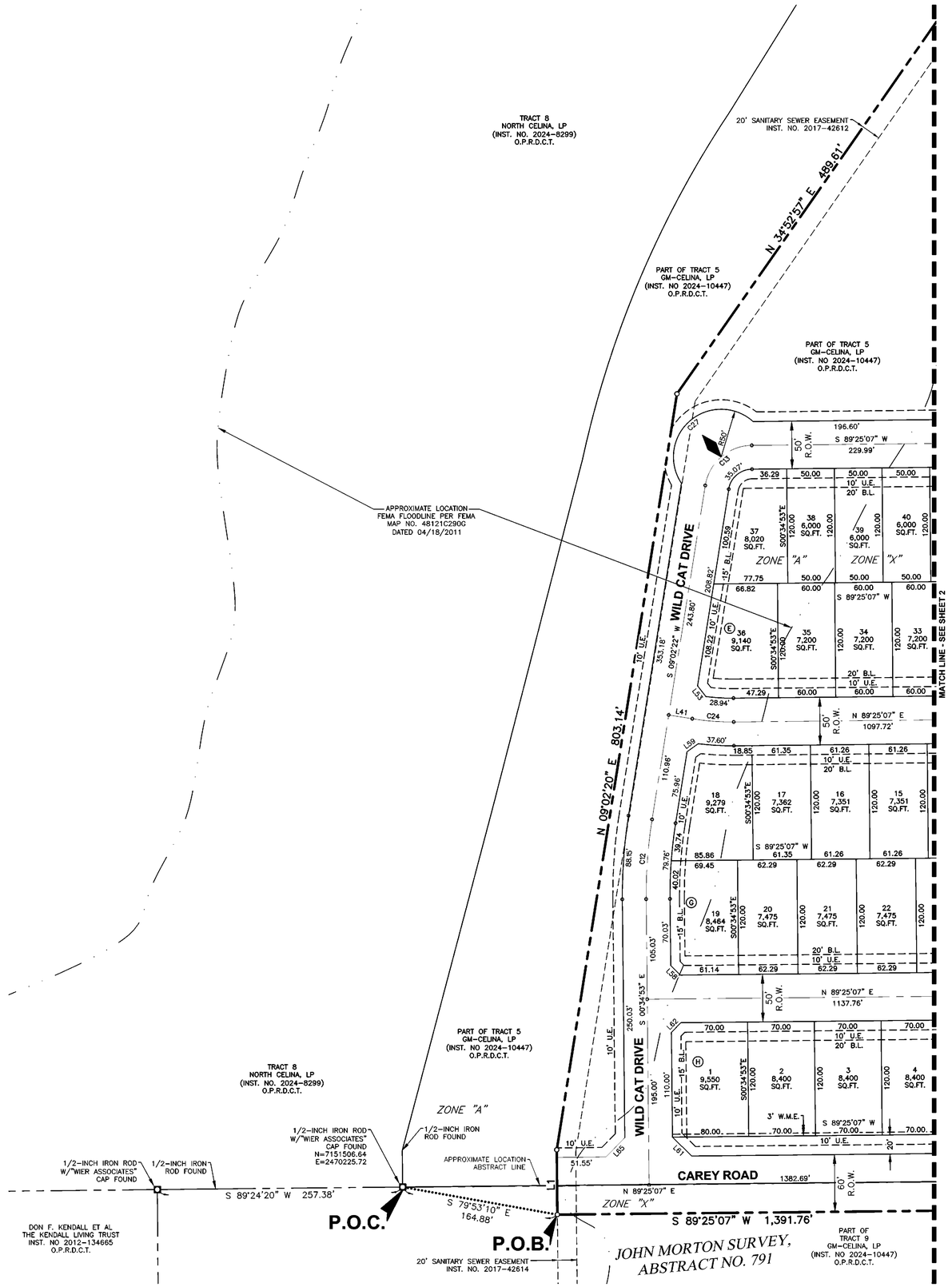



| CURVE TABLE | | | | | |
|---|---|---|---|---|---|
| NUMBER | DELTA | RADIUS | CHORD BEARING | CHORD DISTANCE | ARC LENGTH |
| C1 | 5°47'32" | 275.00' | S 35°21'54" W | 27.79' | 27.80' |
| C2 | 3°49'11" | 225.00' | N 34°22'44" E | 15.00' | 15.00' |
| C3 | 20°26'05" | 275.00' | S 60°28'02" E | 97.56' | 98.08' |
| C4 | 53°39'31" | 210.00' | N 09°25'46" W | 189.56' | 196.67' |
| C5 | 90°17'17" | 19.50' | N 08°53'32" E | 27.65' | 30.73' |
| C6 | 89°54'22" | 19.50' | S 81°00'39" E | 27.55' | 30.60' |
| C7 | 0°48'53" | 740.00' | S 35°39'01" E | 10.52' | 10.52' |
| C8 | 0°44'43" | 790.00' | N 35°36'56" W | 10.28' | 10.28' |
| C9 | 31°32'08" | 50.00' | N 14°00'45" W | 27.17' | 27.52' |
| C10 | 53°21'48" | 910.00' | S 09°16'55" E | 817.24' | 847.54' |
| C11 | 19°52'46" | 2075.00' | S 09°22'33" W | 716.34' | 719.94' |
| C12 | 9°37'14" | 500.00' | S 04°13'44" W | 83.86' | 83.96' |
| C13 | 80°22'46" | 50.00' | S 49°13'44" W | 64.53' | 70.14' |
| C14 | 12°18'08" | 3170.00' | S 13°09'52" W | 679.33' | 680.64' |
| C15 | 13°09'12" | 250.00' | S 25°53'32" W | 57.27' | 57.39' |
| C16 | 11°31'56" | 2880.00' | S 13°32'58" W | 578.69' | 579.67' |
| C17 | 79°46'04" | 50.00' | S 49°32'05" W | 64.12' | 69.61' |
| C18 | 9°39'53" | 2590.00' | S 14°29'00" W | 436.36' | 436.88' |
| C19 | 53°21'49" | 475.00' | N 09°16'55" W | 426.58' | 442.40' |
| C20 | 89°58'57" | 50.00' | S 44°25'39" W | 70.70' | 78.52' |
| C21 | 19°52'46" | 2300.00' | S 09°22'33" W | 794.01' | 798.01' |
| C22 | 52°38'34" | 765.00' | S 08°55'18" E | 678.41' | 702.88' |
| C23 | 19°52'46" | 2105.00' | S 09°22'33" W | 726.69' | 730.35' |
| C24 | 10°00'47" | 250.00' | S 85°34'30" E | 43.63' | 43.69' |
| C25 | 165°32'52" | 50.00' | N 49°32'08" E | 99.21' | 144.47' |
| C26 | 165°05'22" | 50.00' | S 44°25'39" W | 99.15' | 144.07' |
| C27 | 165°34'51" | 50.00' | N 49°13'44" E | 99.21' | 144.50' |

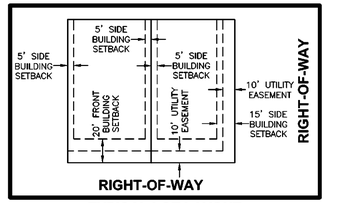
| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L1 | N 00°34'37" W | 67.99' |
| L2 | S 35°57'49" E | 30.25' |
| L3 | S 01°19'50" W | 15.77' |
| L4 | S 57°31'52" E | 50.00' |
| L5 | N 84°10'37" E | 13.74' |
| L6 | S 25°41'04" E | 14.14' |
| L7 | S 19°18'56" W | 8.50' |
| L8 | S 70°41'04" E | 50.00' |
| L9 | N 19°18'56" E | 8.50' |
| L10 | N 64°18'56" E | 14.14' |
| L11 | S 70°41'04" E | 8.50' |
| L12 | N 19°18'56" E | 50.00' |
| L13 | N 70°41'04" W | 9.73' |
| L14 | N 26°38'32" W | 14.38' |
| L15 | N 17°23'59" E | 12.32' |
| L16 | S 80°57'49" E | 14.14' |
| L17 | S 35°57'49" E | 10.68' |
| L18 | N 54°02'11" E | 50.00' |
| L19 | N 35°57'49" W | 10.68' |
| L20 | N 09°02'11" E | 14.14' |
| L21 | N 54°45'25" E | 50.00' |
| L22 | S 35°57'50" E | 25.55' |

| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L23 | S 17°23'59" W | 70.75' |
| L24 | S 19°18'56" W | 26.81' |
| L25 | S 70°41'04" E | 80.00' |
| L26 | S 25°41'03" E | 21.21' |
| L27 | S 70°41'02" E | 8.50' |
| L28 | S 19°18'53" W | 60.00' |
| L29 | N 70°41'02" W | 4.20' |
| L30 | S 64°18'56" W | 27.30' |
| L31 | S 45°33'10" E | 84.88' |
| L32 | N 89°18'32" E | 40.70' |
| L33 | S 00°41'28" E | 60.00' |
| L34 | S 89°18'32" W | 42.69' |
| L35 | S 44°26'10" W | 64.56' |
| L36 | S 89°25'07" W | 85.00' |
| L37 | N 45°33'50" W | 63.62' |
| L38 | N 17°09'07" E | 56.21' |
| L39 | S 17°23'59" W | 68.33' |
| L40 | S 70°41'02" E | 53.50' |
| L41 | S 80°57'38" E | 25.00' |
| L42 | S 48°51'48" W | 15.20' |
| L43 | N 41°28'41" W | 13.09' |
| L44 | S 17°23'59" W | 20.35' |

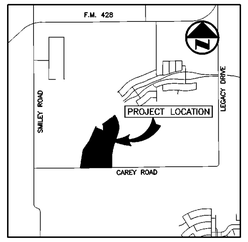
| LINE TABLE | | |
|---|---|---|
| NUMBER | BEARING | DISTANCE |
| L45 | N 63°21'28" E | 13.90' |
| L46 | N 63°21'28" E | 13.90' |
| L47 | S 26°38'32" E | 14.38' |
| L48 | N 17°23'59" E | 22.02' |
| L49 | N 58°50'31" E | 39.24' |
| L50 | S 31°50'05" E | 13.99' |
| L51 | S 25°41'04" E | 14.14' |
| L52 | S 46°22'44" W | 14.62' |
| L53 | N 38°01'15" W | 14.41' |
| L54 | N 64°18'56" E | 14.14' |
| L55 | S 25°41'04" E | 14.14' |
| L56 | N 41°03'29" W | 12.98' |
| L57 | S 44°21'41" E | 13.84' |
| L58 | N 45°34'53" W | 14.14' |
| L59 | N 54°29'50" E | 14.44' |
| L60 | S 33°04'55" E | 29.48' |
| L61 | S 45°34'53" E | 28.28' |
| L62 | S 44°25'07" W | 14.14' |
| L63 | N 56°58'09" E | 13.99' |
| L64 | N 48°27'26" E | 15.10' |
| L65 | N 44°25'07" E | 28.28' |

## LEGEND

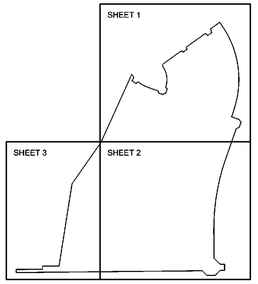
| | |
|---|---|
| ■ | MONUMENT OF RECORD DIGNITY |
| ○ | 5/8-INCH IRON ROD W/"BGE" CAP SET |
| B.L. | BUILDING LINE |
| U.E. | UTILITY EASEMENT |
| W.M.E. | WALL MAINTENANCE EASEMENT |
| INST. NO. | INSTRUMENT NUMBER |
| PG. | PAGE |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCING |
| VOL. | VOLUME |
| D.R.D.C.T. | DEED RECORDS OF DENTON COUNTY, TEXAS |
| O.R.D.C.T. | OFFICIAL RECORDS OF DENTON COUNTY, TEXAS |
| — — — | PROPERTY LINE |
| - - - - - | EXISTING EASEMENT LINE |




TYPICAL LOT LAYOUT
(1" = 60')




VICINITY MAP
(NOT TO SCALE)




KEY MAP
(NOT TO SCALE)

FINAL PLAT

# GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 3 OF 4


**SURVEYOR**

BGE, Inc.
2595 Dallas Parkway, Suite 101, Frisco, TX 75034
Tel: 972-464-4800 • www.bgeinc.com
TBPELS Registration No. 10193953

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Contact: Jake Jenkins, R.P.L.S.
Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com


\\bgeincldata\TXN\Projects\Perry Homes\13153-00-Green_Meadows_Tract_5\SV\04_CAD\13153-00_FPLT.dwg 2024-09-03-10:21 rtidwell

## OWNER'S ACKNOWLEDGMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned, owners of the land shown on this plat within the area described by metes and bounds as follows:

WHEREAS, GM-Celina, LP and MTAK Properties, LLC and Frisco Pain Center, LLC are the owners of a 63.195 acre (2,752,790 square foot) tract of land situated in the Robert Cowen Survey, Abstract No. 211, Denton County, Texas; said tracts being part of Tracts 3, 5 & 9 as land described to GM-Celina, LP by a Special Warranty Deed as recorded in Instrument No. 2024-10447, of the Official Records of Denton County, Texas and part of a tract of a tract of land described to MTAK Properties, LLC and Frisco Pain Center, LLC by a Special Warranty Deed as recorded in Instrument Number 2022-11358 of the Official Public Records of Denton County, Texas; said 63.195 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2-inch capped iron rod stamped "WIER & ASSOC." found in the center of Carey Road (No Record of Dedication Found), the southwest corner of said Tract 5, the southeast corner of Tract 8, a tract of land described to North Celina, LP by a General Warranty Deed as recorded in Instrument Number 2024-8299 of the Official Public Records of Denton County, Texas and in the north line of said Tract 9; from said point a 1/2-inch capped iron rod stamped "WIER & ASSOC." found in the center of Carey Road, the northwest corner of said Tract 9 and in the south line of said Tract 8 bears South 89 degrees 24 minutes 20 seconds East, a distance of 257.38 feet;

THENCE South 79 degrees 53 minutes 10 seconds East, departing the center of Carey Road and the north line of said Tract 9, a distance of 164.88 feet, to POINT-OF-BEGINNING; said point being in the west line of a 20-foot wide Sanitary Sewer Easement as recorded in Instrument Number 2017-42614 of said Official Public Records;

THENCE with the west line of said Sanitary Sewer Easement, the following four (4) courses:

North 00 degrees 34 minutes 37 seconds West, a distance of 67.99 feet, to a 5/8-inch capped iron rod stamped "BGE" set for corner;

North 09 degrees 02 minutes 20 seconds East, a distance of 803.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 34 degrees 52 minutes 57 seconds East, a distance of 489.61 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 24 degrees 22 minutes 16 seconds East, a distance of 728.57 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE departing the west line of said Sanitary Sewer Easement, over and across said Tract 5, the following thirty-three (33) courses:

South 35 degrees 57 minutes 49 seconds East, a distance of 30.25 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 01 degrees 19 minutes 50 seconds West, a distance of 15.77 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 05 degrees 47 minutes 32 seconds, a radius of 275.00 feet, a chord which bears South 35 degrees 21 minutes 54 seconds West, 27.79 feet, and an arc length of 27.80 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 57 degrees 31 minutes 52 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 03 degrees 49 minutes 11 seconds, a radius of 225.00 feet, a chord which bears North 34 degrees 22 minutes 44 seconds East, 15.00 feet, and an arc length of 15.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 84 degrees 10 minutes 37 seconds East, a distance of 13.74 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 20 degrees 26 minutes 05 seconds, a radius of 275.00 feet, a chord which bears South 60 degrees 28 minutes 02 seconds East, 97.56 feet, and an arc length of 98.08 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 70 degrees 41 minutes 04 seconds East, a distance of 111.75 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 25 degrees 41 minutes 04 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

South 70 degrees 41 minutes 04 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 19 degrees 18 minutes 56 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 64 degrees 18 minutes 56 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 70 degrees 41 minutes 04 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 19 degrees 18 minutes 56 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 70 degrees 41 minutes 04 seconds West, a distance of 9.73 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 26 degrees 38 minutes 32 seconds West, a distance of 14.38 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 17 degrees 23 minutes 59 seconds East, a distance of 12.32 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 53 degrees 39 minutes 31 seconds, a radius of 210.00 feet, a chord which bears North 09 degrees 25 minutes 46 seconds West, 189.56 feet, and an arc length of 196.67 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a reverse curve to the right;

Along said reverse curve to the right having a central angle of 90 degrees 17 minutes 17 seconds, a radius of 19.50 feet, a chord which bears North 08 degrees 53 minutes 32 seconds East, 27.65 feet, and an arc length of 30.73 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 02 minutes 09 seconds East, a distance of 210.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 80 degrees 57 minutes 49 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 35 degrees 57 minutes 49 seconds East, a distance of 10.68 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 54 degrees 02 minutes 11 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner:

North 35 degrees 57 minutes 49 seconds West, a distance of 10.68 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 09 degrees 02 minutes 11 seconds East, a distance of 14.14 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 54 degrees 02 minutes 09 seconds East, a distance of 210.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a curve to the right;

Along said curve to the right having a central angle of 89 degrees 54 minutes 22 seconds, a radius of 19.50 feet, a chord which bears South 81 degrees 00 minutes 39 seconds East, 27.55 feet, and an arc length of 30.60 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a compound curve to the right;

Along said compound curve to the right having a central angle of 00 degrees 48 minutes 53 seconds, a radius of 740.00 feet, a chord which bears South 35 degrees 39 minutes 01 seconds East, 10.52 feet and an arc length of 10.52 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 45 minutes 25 seconds East, a distance of 50.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the left having a central angle of 00 degrees 44 minutes 43 seconds, a radius of 790.00 feet, a chord which bears North 35 degrees 36 minutes 56 seconds West, 10.28 feet, and an arc length of 10.28 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the left;

Along said non-tangent curve to the left having a central angle of 31 degrees 32 minutes 08 seconds, a radius of 50.00 feet, a chord which bears North 14 degrees 00 minutes 45 seconds West, 27.17 feet and an arc length of 27.52 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

North 54 degrees 02 minutes 11 seconds East, a distance of 109.84 feet, to a to a 5/8-inch capped iron rod stamped "BGE" set for corner in the north line of said Tract 5 and the southwesterly line of a tract of land described to Castlerock Communities, LLC by a Special Warranty Deed as recorded in Instrument Number 2022-60977 of the Official Public Records, Denton County, Texas;

THENCE along the northeasterly lines of said Tract 5 and the southwesterly line of said Castlerock tract, the following four (4) courses;

South 35 degrees 57 minutes 50 seconds East, a distance of 25.55 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the beginning of a non-tangent curve to the right;

Along said non-tangent curve to the right having a central angle of 53 degrees 21 minutes 48 seconds, a radius of 910.00 feet, a chord which bears South 09 degrees 16 minutes 55 seconds East, 817.24 feet, and an arc length of 847.54 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 17 degrees 23 minutes 59 seconds West, a distance of 70.75 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 26.81 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a southwesterly corner of said Castlerock tract and the northwest corner of said Tract 3;

THENCE departing the easterly line of said Tract 5, along the northeasterly line of said Tract 3 and the southwesterly line of said Castlerock tract, the following three (3) courses:

South 70 degrees 41 minutes 04 seconds East, a distance of 80.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 25 degrees 41 minutes 03 seconds East, a distance of 21.21 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 70 degrees 41 minutes 02 seconds East, a distance of 8.50 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE departing the southerly line of said Castlerock and the northerly line of said Tract 3, over and across said Tract 3, the following nine (9) courses:

South 19 degrees 18 minutes 53 seconds West, a distance of 60.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

North 70 degrees 41 minutes 02 seconds West, a distance of 4.20 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 64 degrees 18 minutes 56 seconds West, a distance of 27.30 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 19 degrees 18 minutes 56 seconds West, a distance of 305.31 feet, to 5/8-inch capped iron rod stamped "BGE" set for the beginning of a curve to the left;

Along said curve to the left having a central angle of 19 degrees 52 minutes 46 seconds, a radius of 2075.00 feet, a chord which bears South 09 degrees 22 minutes 33 seconds West, 716.34 feet, and an arc length of 719.94 feet, to a 5/8-inch capped iron rod stamped "BGE" set for the end of said curve;

South 00 degrees 33 minutes 50 seconds East, a distance of 265.99 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 45 degrees 33 minutes 10 seconds East, a distance of 84.88 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 89 degrees 18 minutes 32 seconds East, a distance of 40.70 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

South 00 degrees 41 minutes 28 seconds East, passing at a distance of 29.99 feet, the south line of said Tract 3 and the north line of said MTAK tract, continuing over and across said MTAK tract, in all a total distance of 60.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for a corner;

THENCE South 89 degrees 18 minutes 32 seconds West, continuing over and across said MTAK tract, passing at a distance of 31.18 feet, the west line of said MTAK tract and the east line of said Tract 9, continuing over and across said Tract 9, in all a total distance of 42.69 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

THENCE continuing over and across said Tract 9, the following four (4) courses:

South 44 degrees 26 minutes 10 seconds West, a distance of 64.56 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 89 degrees 25 minutes 07 seconds West, a distance of 85.00 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

North 45 degrees 33 minutes 50 seconds West, a distance of 63.62 feet, to a 5/8-inch capped iron rod stamped "BGE" set for an angle point;

South 89 degrees 25 minutes 07 seconds West, a distance of 1811.21 feet to the POINT-OF-BEGINNING and containing 2,752,790 square feet, or 63.195 acres of land

## NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS

THAT XXXXXXXXXXXXXXXXXX, acting herein by and through its duly authorized officer, does hereby adopt this preliminary plat designating the hereinabove described property as GREEN MEADOWS PHASE 5, an addition to the City of Celina, Texas, and does hereby dedicate to the public use forever by fee simple title, free and clear of all liens and encumbrances, all streets, thoroughfares, alleys, fire lanes, drive aisles, parking spaces, parks, and trails, and to the public use forever easements for sidewalks, storm drainage facilities, floodways, water mains, wastewater mains, and other utilities and facilities, and any other property necessary to serve the plat and to implement the requirements of the subdivision regulations and other City codes and do hereby bind ourselves, our heirs, successors and assigns to warrant and to forever defend the title on the land so dedicated. Further, the undersigned covenants and agrees that he/she shall maintain all easements and facilities in a state of good repair and functional condition at all times in accordance with City codes and regulations. No buildings, fences, trees, shrubs, or other improvements or growths shall be constructed or placed upon, over, or across the easements as shown, except that landscape improvements may be installed, if approved by the City of Celina. At no point shall any overhead utilities be installed on the subject property. The City of Celina and public utility entities shall have the right to access and maintain all respective easements without the necessity at any time of procuring permission from anyone.

XXXXXXXXXXXXXXXXXX

By: _____
Name:
Title:

STATE OF TEXAS §
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for _____ County, Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is _____, and that he/she is authorized to execute the foregoing instrument for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 20__.

_____
Notary Public in and for the State of Texas

## CERTIFICATE OF REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF TEXAS §
COUNTY OF COLLIN §

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Released for city review purposes only on September 3, 2024.
Jacob S. Jenkins, RPLS No. 7065

_____
Date

STATE OF TEXAS
JACOB SCOTT JENKINS
6616
REGISTERED
LAND SURVEYOR

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document.

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20___.

_____
Notary Public in and for the State of Texas

## CERTIFICATE OF PLAT APPROVAL

Approved

_____
City Development Official
City of Celina, Texas

_____
Date

Witness by hand this _____ day of _____, 20_____.

_____
City Secretary
City of Celina, Texas

FINAL PLAT

# GREEN MEADOWS PHASE 5

AN ADDITION TO DENTON COUNTY, TEXAS
CONTAINING 250 RESIDENTIAL LOTS AND 3 OPEN SPACE LOTS
BEING 63.195 ACRES SITUATED IN THE
ROBERT COWEN SURVEY, ABSTRACT NO. 211 AND THE
JOHN MORTON SURVEY, ABSTRACT NO. 791
DENTON COUNTY, TEXAS
AUGUST 2024
SHEET 4 OF 4


**SURVEYOR**

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TBPELS Registration No. 10193953


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Telephone: 972-464-4871 • Email: jjenkins@bgeinc.com


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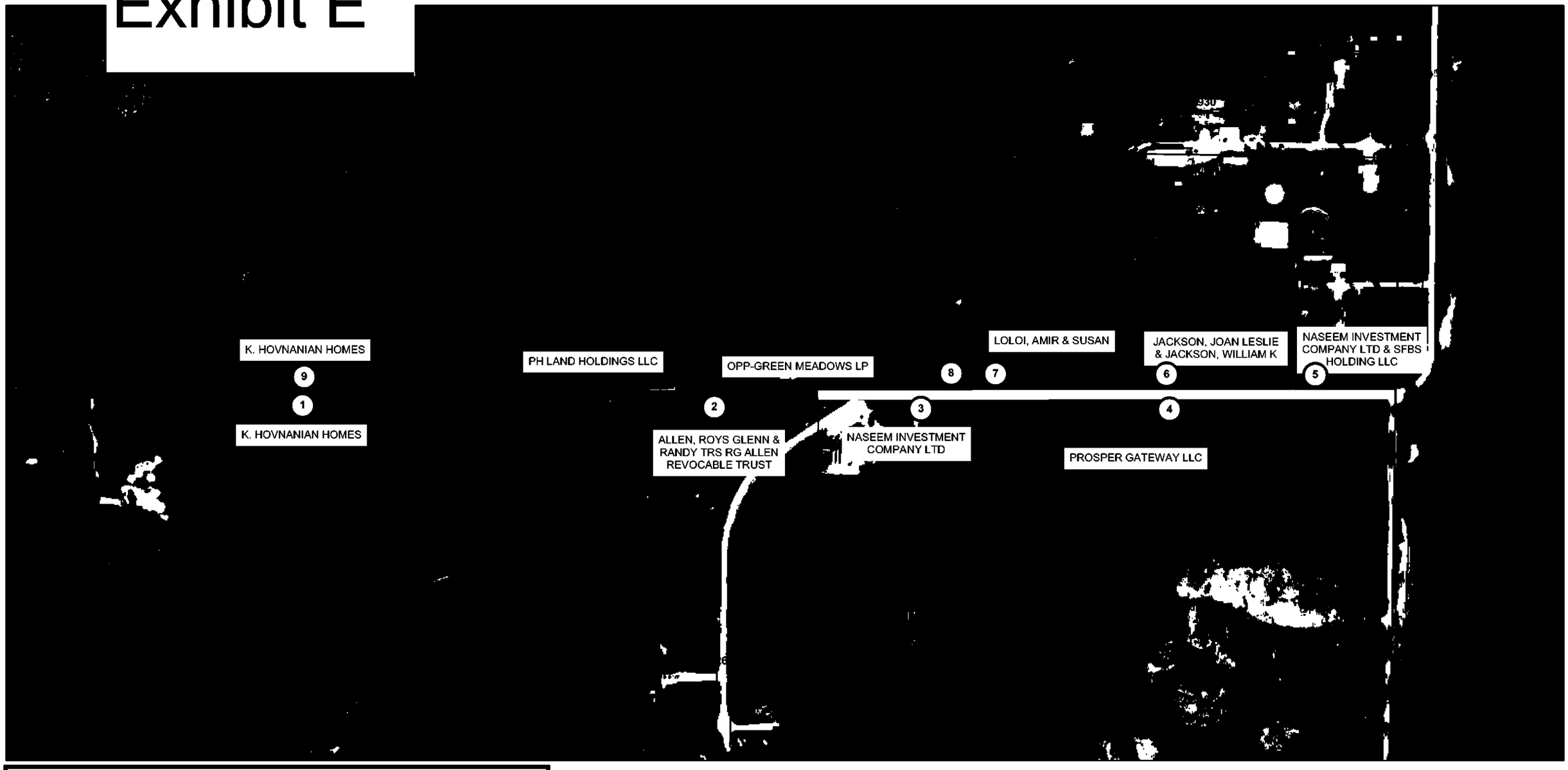
EXHIBIT E
Carey Road Land Ownership

# Exhibit E

## Carey Road Land Ownership




**STATUS OF ROW DEDICATION**

1. BENT TREE MEADOWS - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT
2. DEDICATED BY SEPERATE INSTRUMENT - WAITING ON OWNER SIGNATURE
3. RECORDED SEPERATE INSTRUMENT
4. RECORDED SEPERATE INSTRUMENT
5. CITY TO PROCESS ROW ACQUISITION
6. CITY TO PROCESS ROW ACQUISITION
7. CITY TO PROCESS ROW ACQUISITION
8. TRACT 4 - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT
9. TRACT 3 - ROW TO BE DEDICATED BY SEPERATE INSTRUMENT

1:4,514

0 0.04 0.09 0.17 mi

0 0.05 0.1 0.2 km

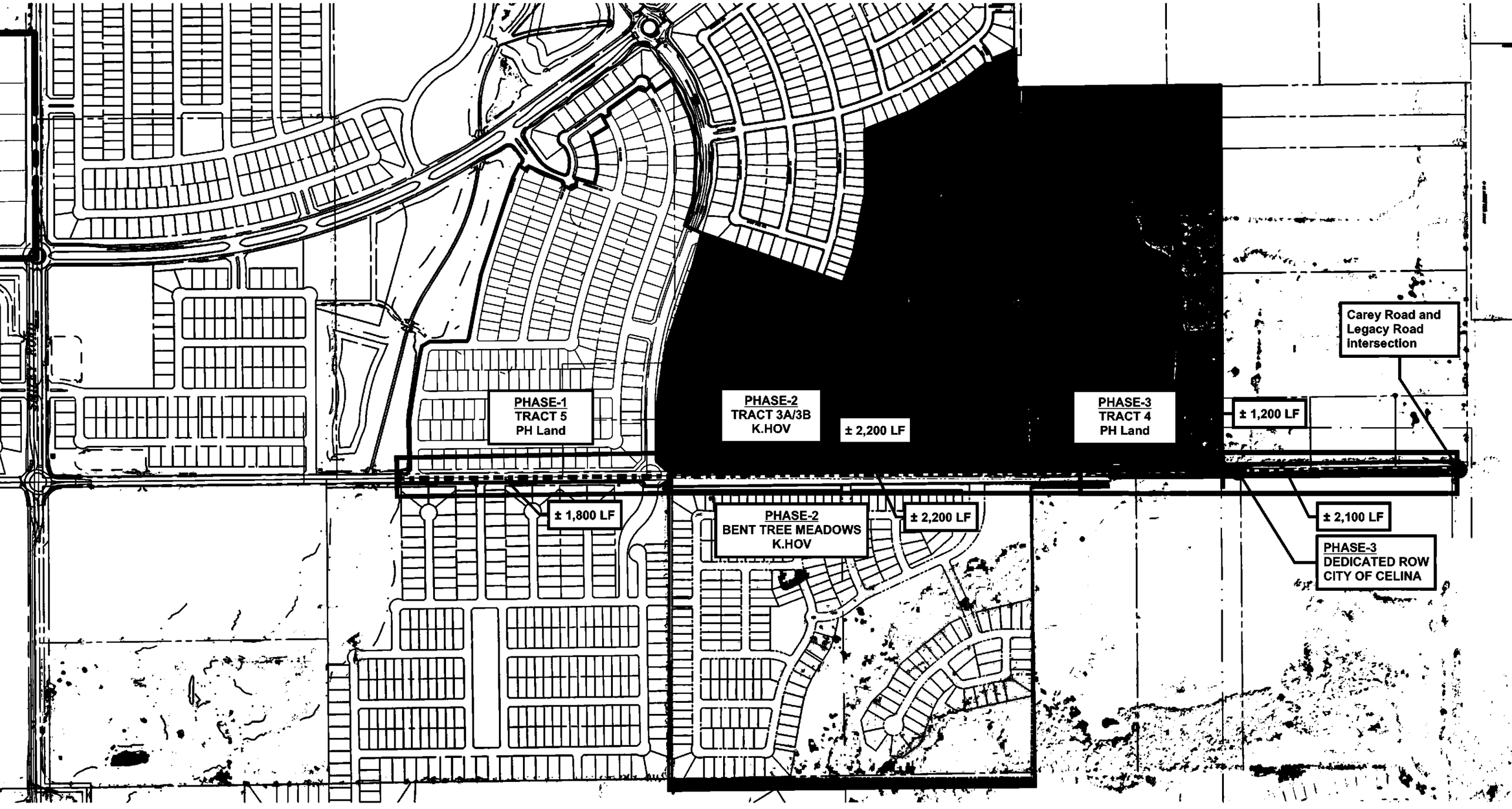
Texas Department of Transportation, Maxar

Denton County Appraisal District, BIS Consulting -

Disclaimer: This product is for informational purposes only and has not been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of boundaries.

EXHIBIT F
DESCRIPTION OF CAREY ROAD IMPROVEMENTS

# Exhibit F


PHASE-1
TRACT 5
PH Land
PHASE-2
TRACT 3A/3B
K.HOV
± 2,200 LF
PHASE-3
TRACT 4
PH Land
Carey Road and
Legacy Road
Intersection
± 1,200 LF
± 1,800 LF
PHASE-2
BENT TREE MEADOWS
K.HOV
± 2,200 LF
± 2,100 LF
PHASE-3
DEDICATED ROW
CITY OF CELINA

# EXHIBIT H
# ESTIMATED IMPROVEMENT COSTS

## PRELIMINARY OPINION OF PROBABLE COST-COST SHARING BREAKDOWN

| PROJECT: | CAREY ROAD Phase 1, 2 & 3 IMPROVEMENTS | ACREAGE: | | UPDATED | |
|---|---|---|---|---|---|
| CITY: | Celina | PHASE: | 1,2 & 3 | CREATED: | 11/22/2024 |

### B CAREY ROAD IMPROVEMENT PHASE 2

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | PID COSTS AMOUNT | DEVELOPER AMOUNT | NOTES |
|---|---|---|---|---|---|---|---|
| 18" R.C.P. | LF | 365 | 80.00 | $29,173 | $14,586 | $14,586 | |
| 48" R.C.P. | LF | 50 | 230.00 | $11,500 | $5,750 | $5,750 | |
| 10' INLET | EA | 6 | 7,250.00 | $43,500 | $21,750 | $21,750 | |
| 48" HEADWALL | EA | 1 | 7,500.00 | $7,500 | $3,750 | $3,750 | |
| ROCK RIP-RAP | SY | 107 | 150.00 | $16,042 | $8,021 | $8,021 | |
| 9" REINF. CONCRETE STREET PAVEMENT | SY | 8,709 | 90.00 | $783,842 | $391,921 | $391,921 | Assume 37' (B-B) |
| 6" COMPACTED LIME SUBGRADE | SY | 9,580 | 3.50 | $33,531 | $16,766 | $16,766 | |
| HYDRATED LIME MATERIAL (60 lb/sy) | TON | 287 | 300.00 | $86,223 | $43,111 | $43,111 | |
| EXCAVATION AND PLACEMENT OF FILL | CY | 7,000 | 4.00 | $28,000 | $14,000 | $14,000 | |
| PAVEMENT MOISTURE CONDITIONING | SY | 10,538 | 7.00 | $73,768 | $36,884 | $36,884 | Assumes 5' Depth |
| EROSION CONTROL | LS | 1 | 10,000.00 | $10,000 | $5,000 | $5,000 | |
| TRANSITION TO EXISTING PAVEMENT | LS | 1 | 40,000.00 | $40,000 | $20,000 | $20,000 | |
| 5' CONCRETE SIDEWALK | LF | 4,400 | 38.00 | $167,200 | $83,600 | $83,600 | |
| BARRIER FREE RAMPS | EA | 7 | 2,800.00 | $19,600 | $9,800 | $9,800 | |
| STREET SIGNS W/ POSTS | EA | 6 | 2,000.00 | $12,000 | $6,000 | $6,000 | |
| STREET & LOT LIGHTING | EA | 10 | 3,000.00 | $30,000 | $15,000 | $15,000 | |
| TRENCH SAFETY | LF | 415 | 0.10 | $41 | $21 | $21 | |
| TESTING (EXCLUDING GEOTECH) | LF | 415 | 3.00 | $1,244 | $622 | $622 | |
| ENGINEERING & SURVEYING FEE | PERCENT | 10% | 1,349,919.51 | $134,992 | $67,496 | $67,496 | |
| CONTINGENCY | PERCENT | 15% | 1,393,163.49 | $208,975 | $104,487 | $104,487 | |
| | | | | | | | |
| **SUB - TOTAL CAREY ROAD PHASE 2 IMPROVEMENT** | | | | **$1,393,163** | **$696,582** | **$696,582** | |

### C CAREY ROAD IMPROVEMENT PHASE 3

| DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | AMOUNT | PID COSTS AMOUNT | CITY COSTS AMOUNT | NOTES |
|---|---|---|---|---|---|---|---|
| 18" R.C.P. | LF | 610 | 80.00 | $48,800 | $10,736 | $38,064 | |
| 21" R.C.P. | LF | 220 | 95.00 | $20,900 | $4,598 | $16,302 | |
| 24" R.C.P. | LF | 500 | 100.00 | $50,000 | $11,000 | $39,000 | |
| 30" R.C.P. | LF | 580 | 130.00 | $75,400 | $16,588 | $58,812 | |
| 8-8'X 6' BOX CULVERT | LF | 80 | 10,000.00 | $800,000 | $176,000 | $624,000 | |
| BOX CULVERT HEADWALLS | EA | 2 | 15,000.00 | $30,000 | $6,600 | $23,400 | |
| 10' INLET | EA | 10 | 7,250.00 | $72,500 | $15,950 | $56,550 | |
| JUNCTION BOX | EA | 3 | 8,800.00 | $26,400 | $5,808 | $20,592 | |
| 9" REINF. CONCRETE STREET PAVEMENT | SY | 10,555 | 90.00 | $949,946 | $208,988 | $740,958 | Assume 37' (B-B) |
| 6" COMPACTED LIME SUBGRADE | SY | 11,610 | 3.50 | $40,637 | $8,940 | $31,697 | |
| HYDRATED LIME MATERIAL (60 lb/sy) | TON | 348 | 300.00 | $104,494 | $22,989 | $81,505 | |
| EXCAVATION AND PLACEMENT OF FILL | CY | 6,000 | 4.00 | $24,000 | $5,280 | $18,720 | |
| PAVEMENT MOISTURE CONDITIONING | SY | 11,610 | 7.00 | $81,273 | $17,880 | $63,393 | Assumes 5' Depth |
| EROSION CONTROL | LS | 1 | 10,000.00 | $10,000 | $2,200 | $7,800 | |
| TRANSITION TO EXISTING PAVEMENT | LS | 1 | 40,000.00 | $40,000 | $8,800 | $31,200 | |
| 5' CONCRETE SIDEWALK | LF | 5,000 | 38.00 | $190,000 | $41,800 | $148,200 | |
| BARRIER FREE RAMPS | EA | 4 | 2,800.00 | $11,200 | $2,464 | $8,736 | |
| STREET LIGHTING | EA | 9 | 3,000.00 | $27,000 | $5,940 | $21,060 | |
| TRENCH SAFETY | LF | 1990 | 0.10 | $199 | $44 | $155 | |
| TESTING (EXCLUDING GEOTECH) | LF | 1990 | 3.00 | $5,970 | $1,313 | $4,657 | |
| ENGINEERING & SURVEYING FEE | PERCENT | 10% | $2,575,749 | $257,575 | $56,666 | $200,908 | |
| CONTINGENCY | PERCENT | 15% | $2,608,719 | $391,308 | $86,088 | $305,220 | |
| | | | | | | | |
| **SUB - TOTAL CAREY ROAD PHASE 3 IMPROVEMENT** | | | | **$2,608,719** | **$573,918** | **$2,034,801** | |

# PRELIMINARY OPINION OF PROBABLE COST-COST SHARING BREAKDOWN

| | | | | | |
|---|---|---|---|---|---|
| *PROJECT:* | CAREY ROAD Phase 1, 2 & 3 IMPROVEMENTS | *ACREAGE:* | | *UPDATED* | |
| *CITY:* | Celina | *PHASE:* | 1,2 & 3 | *CREATED:* | *11/22/2024* |

| SUMMARY | | *TOTALS* | *PID COSTS* | *DEVELOPER COST* | *CITY COSTS* |
|---|---|---|---|---|---|
| A. | CAREY ROAD IMPROVEMENT PHASE 1 | $1,019,141 | $1,019,141 | $0 | $0 |
| B. | CAREY ROAD IMPROVEMENT PHASE 2 | $1,393,183 | $696,582 | $696,582 | $0 |
| C. | CAREY ROAD IMPROVEMENT PHASE 3 | $2,608,719 | $573,918 | $0 | $2,034,801 |
| | TOTAL | $5,021,024 | $2,289,641 | $696,582 | $2,034,801 |

**NOTES:**

1. Since the design professional has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable development cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgement as a design professional familiar with the construction industry. However, the design professional cannot and does not guarantee that proposals, bids, or the development cost will not vary from opinions of probable costs prepared by him. If the owner wishes greater assurance as to the developer costs, he shall employ an independent cost estimator.

2. Phases are assumed as follows for this OPC:
Phase 1 - Western Edge of Green Meadows Tr5 thru the McNabb Intersection
Phase 2 - McNabb Intersection thru the Emerald Way Intersection
Phase 3 - Emerald Way to Legacy

3. PID/CITY Costs Breakouts are assumed as follows for this OPC:
(Based upon Front Footage of Road)
Phase 1 - 100 % PID Costs
Phase 2 - 50% PID and 50% Developer Costs
Phase 3 - 22% PID and 78% City Costs

4. Any construction sequences need to be coordinated between phases 1,2 and 3.

5. ITEMS NOT INCLUDED IN THIS OPC:
1) Adjacent ROW Acquisition
2) Hardsacpe/Landscape
3) Legacy Intersection
4) Water Lines for Adjacent Development (To be Built at Developer Expense)

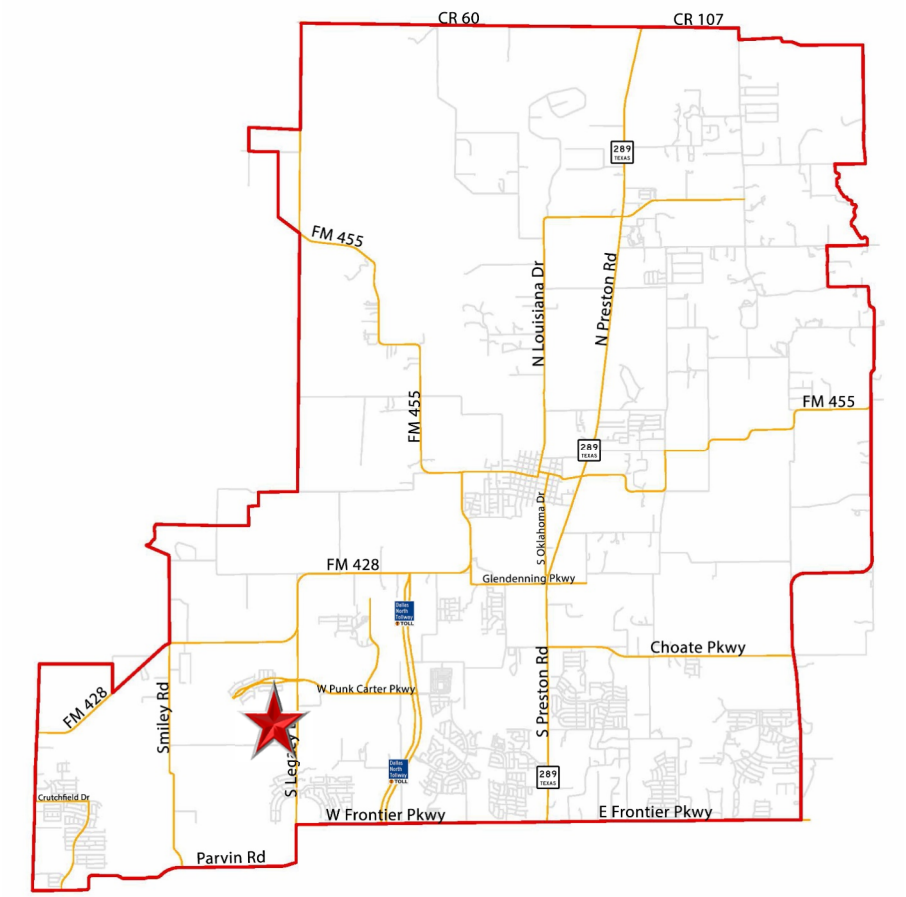
| A | CAREY ROAD IMPROVEMENT PHASE 1 | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | *DESCRIPTION* | *UNIT* | *QUANTITY* | *UNIT PRICE* | *AMOUNT* | *PID COSTS AMOUNT* | *DEVELOPER AMOUNT* | *NOTES* |
| | 18" R.C.P. | LF | 1,340 | 80.00 | $107,220 | $107,220 | $0 | |
| | 24" R.C.P. | LF | 56 | 100.00 | $5,552 | $5,552 | $0 | |
| | JUNCTION BOX | EA | 3 | 8,800.00 | $26,400 | $26,400 | $0 | |
| | 10' INLET | EA | 4 | 7,250.00 | $29,000 | $29,000 | $0 | |
| | REMOVE JNCTION BOX AND CONNECT TO EX STORM LINE | EA | 1 | 3,000.00 | $3,000 | $3,000 | $0 | |
| | 9" REINF. CONCRETE STREET PAVEMENT | SY | 5,789 | 90.00 | $521,043 | $521,043 | $0 | Assume 37' (B-B) |
| | 6" COMPACTED LIME SUBGRADE | SY | 6,368 | 3.50 | $22,289 | $22,289 | $0 | |
| | HYDRATED LIME MATERIAL (60 lb/sy) | TON | 191 | 300.00 | $57,315 | $57,315 | $0 | |
| | EXCAVATION AND PLACEMENT OF FILL | CY | 5,000 | 4.00 | $20,000 | $20,000 | $0 | |
| | PAVEMENT MOISTURE CONDITIONING | SY | 7,005 | 7.00 | $49,036 | $49,036 | $0 | Assumes 5' Depth |
| | EROSION CONTROL | LS | 1 | 10,000.00 | $10,000 | $10,000 | $0 | |
| | 5' CONCRETE SIDEWALK | LF | 2,920 | 38.00 | $110,960 | $110,960 | $0 | |
| | BARRIER FREE RAMPS | EA | 10 | 2,800.00 | $28,000 | $28,000 | $0 | |
| | STREET SIGNS W/ POSTS | EA | 2 | 2,000.00 | $4,000 | $4,000 | $0 | |
| | STREET LIGHTING | EA | 7 | 3,000.00 | $21,000 | $21,000 | $0 | |
| | TRENCH SAFETY | LF | 1396 | 0.10 | $140 | $140 | $0 | |
| | TESTING (EXCLUDING GEOTECH) | LF | 1396 | 3.00 | $4,187 | $4,187 | $0 | |
| | ENGINEERING & SURVEYING FEE | PERCENT | 10% | 989,954.18 | $98,995 | $98,995 | $0 | |
| | CONTINGENCY | PERCENT | 15% | 1,019,141.49 | $152,871 | $152,871 | $0 | |
| | | | | | | | | |
| SUB - TOTAL | CAREY ROAD PHASE 1 IMPROVEMENT | | | | $1,019,141 | $1,019,141 | $0 | |

# RASOR SEWER INTERCEPTOR EASEMENT ACQUISITION RESOLUTION

May 13, 2025

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

# LOCATION MAP



# BACKGROUND

- Carey Road from Smiley Road to Legacy Drive is identified as a collector road on the City of Celina Thoroughfare Plan.
- K Hovnanian Homes and Perry Homes are developing property adjacent to Carey Road. The developers are fulfilling their obligations to construct the perimeter streets for their new development per city code.
- A section of roadway beginning at the east end of the Bent Tree Meadows subdivision and extending to Legacy Drive is outside the developers' obligations.
- The City of Celina entered into a Carey Road Improvement Agreement with K Hovnanian Homes and Perry Homes with an effective date of December 10, 2024, to construct Carey Road as a single project from Legacy Drive to McNabb Boulevard.
- This resolution is to authorize the city manager to execute conveyance documents for the acquisition of the city's part of the Right of Ways (ROWs) needed for the Carey Road improvements.
- This project is identified in Celina's five-year capital improvement plan.

# RIGHT OF WAY LOCATION

# QUESTIONS?

**RESOLUTION NO. _____**

**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 CAREY ROAD IMPROVEMENTS PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of Carey Road Improvements project (the "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:** That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit "B" on behalf of the City of Celina.

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

**AND IT IS SO RESOLVED.**

PASSED AND APPROVED by the City Council of Celina, Texas, this 13th day of May 2025.

**ATTEST:** **APPROVED:**

_____ _____

Jeovanna Rubio, Assistant City Secretary Ryan Tubbs, Mayor

## Exhibit A

| Property ID | Owner | Legal Description | City | State | Zip Code |
|---|---|---|---|---|---|
| 101229 | LOLOI, AMIR & SUSAN | A0211A COWAN, TR 53, 5.0 ACRES, OLD DCAD SHT 2, TR #24A | Celina | TX | 75009 |
| 52932 | SAPPHIRE ESTATES LLC | A0211A COWAN, TR 54, 4.765 ACRES, OLD DCAD SHT 2, TR #24 | Celina | TX | 75009 |
| 133328 | NASEEM INVESTMENT COMPANY LTD & SFBS HOLDING LLC | A0211A COWAN, TR 55, 4.0 ACRES, OLD DCAD SHT 2, TR #24B | Celina | TX | 75009 |

# Exhibit B

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: | May 13, 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:

- $3,000,000 in Stormwater Drainage Fund expenses for Ousley Park Stream and Drainage Restoration from fund balance.
- $3,000,000 in Stormwater Drainage Fund expenses for a land purchase.
- $1,000,000 in Integrity Fund expenses for Ousley Park Stream and Drainage Restoration from fund balance.
- $1,000,000 in Capital Acquisition Fund expenses for Library Books and service fees for the Downtown Center Library from fund balance.
- $2,937 in General Fund expenses for insurance reimbursements for city vehicles from insurance claim revenue.
- $2,500,000 in General Fund building permit revenue.
- $28,334 in General Fund expenses for Zap Stands and mounts from fund balance.
- $60,000 in General Fund expenses for 3rd party inspections for Building Inspections from fund balance.

- $5,000 in General Fund expenses for Overtime in Municipal Court from fund balance.
- $5,447 in Grant Fund expenses for the Police Department funded by Opioid Abatement Funds.
- $56,268 in Grant Fund expenses for a Library Grant funded by grant funds.
- $650,000 in Legal expenses from fund balance in fund 127.
- $4,760,850 in Water/Wastewater Fund Expenses for transfer to Debt Service Fund for future bond payments.

**Legal Review:**
N/A

**Supporting Documents:**
1. May FY 25 Budget Amendment Presentation
2. Ordinance Amending the Budget May 13, 2025

**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.

# FY 2025 BUDGET AMENDMENT

City Council Meeting
May 13, 2025

# DETAILS

- Stream and drainage restoration for Ousley Park – Phase II. – Drainage Fund
- Land purchase for downtown drainage – Drainage Fund
- Ousley Park Phase II – Integrity Fund
- Library books for the Downtown Center Library – Capital Acquisition Fund

| Fund | Type | Description | Adjustment |
|---|---|---|---|
| Stormwater Fund | Fund Balance | Fund Balance Offset | (6,000,000) |
| Stormwater Fund | Construction | Ousley Park - Phase II | 3,000,000 |
| Stormwater Fund | Land Purchase | Land purchase for drainage | 3,000,000 |
| | | | |
| Integrity Fund | Fund Balance | Fund Balance Offset | (1,000,000) |
| Integrity Fund | Construction | Ousley Park - Phase II | 1,000,000 |
| | | | |
| Capital Acquisition | Fund Balance | Fund Balance Offset | (1,000,000) |
| Capital Acquisition | Library Books | Library Books for Downtown Center Library | 1,000,000 |

# DETAILS

- Insurance proceeds for repairs to Building Inspections vehicle.
- Building permit revenue increase.
- Zap Stands and mounts with five months of maintenance.
- Third party inspections contract increase.
- Municipal court overtime increase.

| Fund | Type | Description | Adjustment |
|---|---|---|---|
| General Fund | Insurance Proceeds | Insurance Reimbursement for Vehicle Repairs | (2,937) |
| General Fund | Vehicle Repairs | Insurance Reimbursement for Vehicle Repairs | 2,937 |
| | | | |
| General Fund | Permits | Building permit revenue increase | (2,500,000) |
| | | | |
| General Fund | Fund Balance | Fund Balance Offset | (93,334) |
| General Fund | Facility Maintenance | Zap Stands and Mounts and 5 months annual maintenance | 28,334 |
| General Fund | Contract Services | 3rd Party Inspections | 60,000 |
| General Fund | Overtime | Municipal Court Overtime | 5,000 |

# DETAILS

- Opioid abatement funding for the Police Department.
- Bookmobile Library Grant.
- Legal expenses in fund 127.
- Transfer from Water Fund to Debt Service Fund for bond payments.

| Fund | Type | Description | Adjustment |
|---|---|---|---|
| Grant Fund | Police Grants Other | Opioid Abatement Funds | (5,447) |
| Grant Fund | Materials & Supplies | Opioid Abatement Funds | 5,447 |
| | | | |
| Grant Fund | Grant Revenue | Library Grant | (56,268) |
| Grant Fund | Materials & Supplies | Library Grant | 56,268 |
| | | | |
| Stabilization Fund | Fund Balance | Fund Balance Offset | (650,000) |
| Stabilization Fund | Legal | Legal Expenses | 650,000 |
| | | | |
| Water Utilities Fund | Fund Balance | Transfer out to Debt Service fund for upcoming Bond Payments | (4,760,850) |
| Water Utilities Fund | Transfer Out | Transfer out to Debt Service fund for upcoming Bond Payments | 4,760,850 |

# QUESTIONS?

**ORDINANCE NO. 2024-____**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED and APPROVED by the City Council of the City of Celina, Texas, on the 13th day of May 2025.

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

# EXHIBIT A
# FY 2024-2025 Budget Amendment

**Meeting Date: May 13, 2025**

| Account # | Account Name | Description | Adjustment |
|---|---|---|---|
| 208-31-3050 | Fund Balance | Fund Balance Offset | (6,000,000) |
| 208-124-000-8502 | Construction | Ousley Park - Phase II | 3,000,000 |
| 208-124-000-8600 | Land Purchase | Land purchase for drainage | 3,000,000 |
| | | | |
| 123-31-3050 | Fund Balance | Fund Balance Offset | (1,000,000) |
| 123-113-000-8502 | Construction | Ousley Park - Phase II | 1,000,000 |
| | | | |
| 120-31-3050 | Fund Balance | Fund Balance Offset | (1,000,000) |
| 120-105-000-6881 | Library Books | Library Books for Downtown Center Library | 1,000,000 |
| | | | |
| 102-400-000-4707 | Insurance Proceeds | Insurance Reimbursement for Vehicle Repairs | (2,937) |
| 102-107-000-6432 | Vehicle Repairs | Insurance Reimbursement for Vehicle Repairs | 2,937 |
| | | | |
| 102-400-000-4200 | Permits | Building permit revenue increase | (2,500,000) |
| | | | |
| 102-31-3050 | Fund Balance | Fund Balance Offset | (93,334) |
| 102-110-000-6405 | Facility Maintenance | Zap Stands and Mounts and 5 months annual maintenance | 28,334 |
| 102-107-000-6200 | Contract Services | 3rd Party Inspections | 60,000 |
| 102-109-000-6105 | Overtime | Municipal Court Overtime | 5,000 |
| | | | |
| 115-400-000-4510 | Police Grants Other | Opioid Abatement Funds | (5,447) |
| 115-112-000-6321 | Materials & Supplies | Opioid Abatement Funds | 5,447 |
| | | | |
| 115-400-000-4501 | Grant Revenue | Library Grant | (56,268) |
| 115-105-000-6321 | Materials & Supplies | Library Grant | 56,268 |
| | | | |
| 127-31-3050 | Fund Balance | Fund Balance Offset | (650,000) |
| 127-123-000-6230 | Legal | Legal Expenses | 650,000 |
| | | | |
| 202-31-3050 | Fund Balance | Transfer out to Debt Service fund for upcoming Bond Payments | (4,760,850) |
| 202-123-000-7500 | Transfer Out | Transfer out to Debt Service fund for upcoming Bond Payments | 4,760,850 |

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: | May 13, 2025 |
| Re: | Rasor Sewer Interceptor Easement Acquisition Resolution (S43) |

**Action Requested:**
Consider and act upon a Resolution to authorize the City Manager to execute conveyance documents for the acquisition of the necessary easements for the future Rasor Sewer Interceptor. (Glasgow)

**Background Information:**
The Rasor Water Reclamation Facility (WRF) is currently under design and will cost approximately $38 million to construct. It will serve the Rasor Ranch and Serenade Developments, which are also under construction.

An interim wastewater interceptor, approximately five thousand five hundred linear feet (5,500') of 18-inch pipeline beginning at the future Rasor WRF running southwest, was proposed in lieu of the WRF. This project will allow the flow from the Rasor Ranch and Serenade developments to be temporarily transported to the Legacy Hills WRF until the Rasor WRF is online. The interim line will be in service for a minimum of 10 years.
This resolution authorizes the city manager to execute conveyance documents for the acquisition of easements needed for the Rasor sewer interceptor project.

**Legal Review:**
Resolution has been previously reviewed and approved.

**Supporting Documents:**
1. VII.S.Rasor Sewer Interceptor Easement acquisition
2. Resolution_ROW Acquisition for Rasor sewer interceptor v2

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

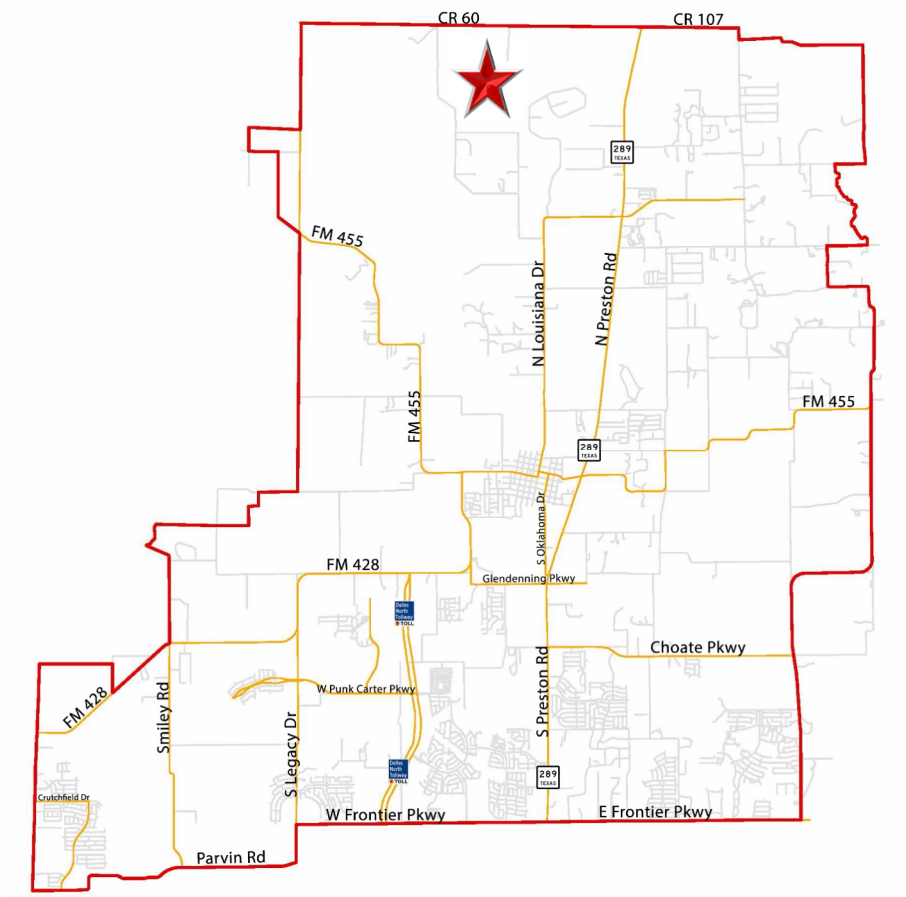
**Staff Recommendation:**
Staff recommends approval.

# RASOR SEWER INTERCEPTOR EASEMENT ACQUISITION RESOLUTION

May 13, 2025

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

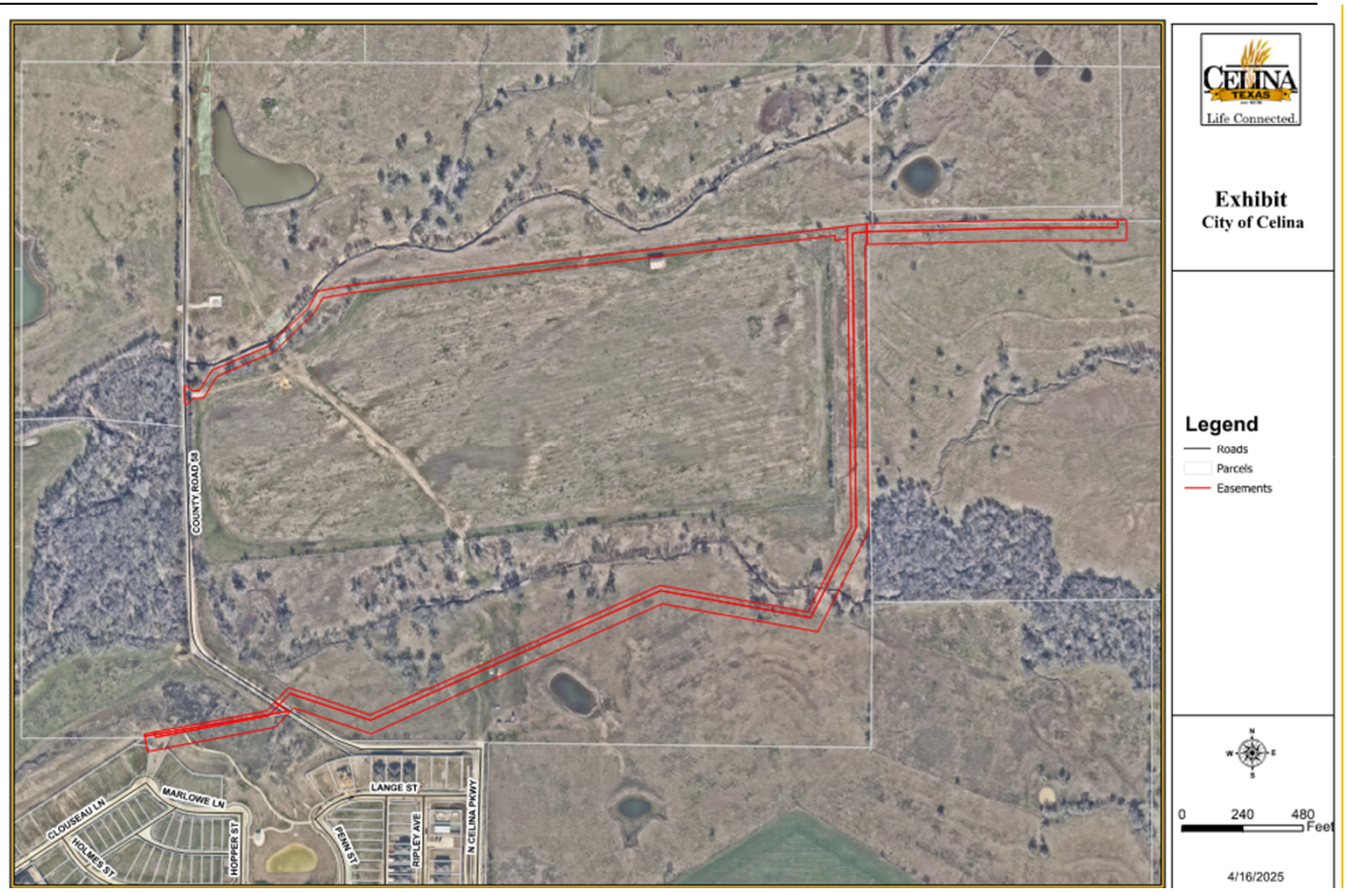
# LOCATION MAP



# BACKGROUND

- The Rasor Water Reclamation Facility (WRF) is currently under design with an estimated construction cost of approximately $38 million.
- This WRF is to serve the Rasor Ranch and Serenade Developments, which are currently under construction.
- An interim wastewater interceptor, approximately 5,500 linear feet of 18-inch pipeline beginning at the future Rasor WRF running southwest was proposed in lieu of the WRF.
- This will allow the flow from the Rasor Ranch and Serenade developments to be temporarily transported to the Legacy Hills WRF until the Rasor WRF is online.
- The interim line will be in service for a minimum of 10-years.
- This resolution is to authorize the city manager to execute conveyance documents for the acquisition of easements needed for the Rasor sewer interceptor project.

# EXTENT OF EASEMENTS



# QUESTIONS?

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE NEGOTIATION AND EXECUTION BY THE CITY MANAGER OF CONVEYANCE DOCUMENTS NECESSARY TO EFFECTUATE THE ACQUISITION OF EASEMENTS FOR THE RASOR SEWER INTERCEPTOR PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the City Council of the City of Celina, Texas ("City") has determined that it is in the best interest of the citizens of the City to acquire a property interest from the owners of the properties described in Exhibit "A" for construction of the Rasor sewer interceptor project (the "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:** That the City Manager is authorized to negotiate and execute contracts, deeds, easements, and any other documents necessary, and to disburse purchase and closing funds necessary, to acquire property interests necessary for the construction of the Project in the locations identified in the attached Exhibit "B" on behalf of the City of Celina.

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

**AND IT IS SO RESOLVED.**

PASSED AND APPROVED by the City Council of Celina, Texas, this 13th day of May 2025.

**ATTEST:** **APPROVED:**

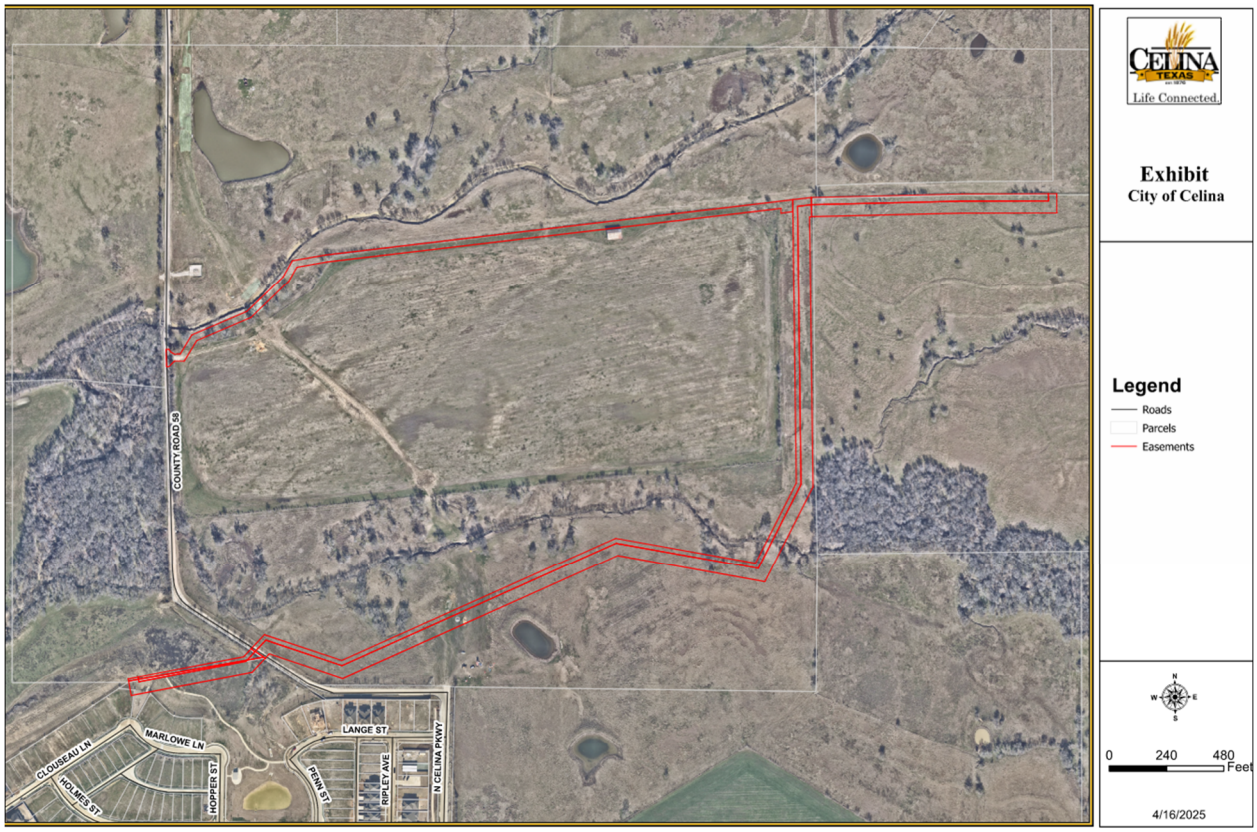
_____ _____

Jeovanna Rubio, Assistant City Secretary Ryan Tubbs, Mayor

## Exhibit A

| Property ID | Owner | Legal Description | City | State | Zip Code |
|---|---|---|---|---|---|
| 985651 | Rasor | ABS A0665 P NEWSOME SURVEY, TRACT 1, 165.636 ACRES | Celina | TX | 75009 |
| 985651 | Rasor | ABS A0665 P NEWSOME SURVEY, TRACT 1, 165.636 ACRES | Celina | TX | 75009 |
| 985651 | Rasor | ABS A0665 P NEWSOME SURVEY, TRACT 1, 165.636 ACRES | Celina | TX | 75009 |
| 2663830 | LMR | ABS A0140 GABRIEL CHENOWETH SURVEY, SHEET 1, TRACT 7, 339.75 ACRES | Celina | TX | 75009 |
| 2663830 | LMR | ABS A0140 GABRIEL CHENOWETH SURVEY, SHEET 1, TRACT 7, 339.75 ACRES | Celina | TX | 75009 |
| 2917741 | Pulte | PULTE ADDITION PHASE 1A, BLK A, LOT 11X; HOA LOT | Celina | TX | 75009 |
| 2917741 | Pulte | PULTE ADDITION PHASE 1A, BLK A, LOT 11X; HOA LOT | Celina | TX | 75009 |

# Exhibit B


CELINA
TEXAS
Life Connected
Exhibit
City of Celina
Legend
Roads
Parcels
Easements
COUNTY ROAD 30
MARLOWE LN
CLOUSEAU LN
HOLMES ST
HOPPER ST
LANGE ST
PENN ST
RIPLEY AVE
N CELINA PKWY
0
240
480
Feet
4/16/2025

Life Connected.

**EDC**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Celina Economic Development Corporation Board of Directors** |
| From: | Anthony Satarino, Executive Director of Economic Development |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Josh McCarroll |
| Date: | May 13, 2025 |
| Re: | Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (Satarino) |

---

**Action Requested:**
Consider and act upon a Resolution adopting the Downtown Patio Enhancement Policy. (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.

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 that is an expedited part of the LBSP — the Downtown Patio Enhancement Policy (DPEP). The DPEP provides a structured grant program to help existing downtown businesses expand their operations through outdoor patio spaces. Aimed at boosting economic development, pedestrian activity, and placemaking, the policy offers up to $50,000 in matching, performance-based grants per project, with eligibility and funding decisions based on business performance, design quality, and potential community impact. The program includes a formal application and review process, ensures compliance with safety and design standards, and aligns with broader downtown revitalization and tourism goals. 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.

**Legal Review:**
The CEDC Attorney has reviewed the attached Policy and Resolution.

**Supporting Documents:**
1. Staff Presentation
2. City Council - Reso 2025-_R - Approving Downtown Patio Enhancement Policy
3. Downtown Patio Enhancement Policy

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

**Staff Recommendation:**
The CEDC Board of Directors voted 5-0 in support of the Resolution adopting the Downtown Patio Enhancement Policy at their May 6, 2025, Regular CEDC Board Meeting.

# 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**

- Development Services
- Downtown Commission
- 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

# QUESTIONS?

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ADOPTING AND APPROVING A DOWNTOWN PATIO ENHANCEMENT POLICY, AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the CITY OF CELINA, TEXAS, a Texas home-rule municipality (hereinafter referred to as the "City"); and

**WHEREAS,** the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS, t**he CEDC Board of Directors voted 5-0 in support of a Resolution adopting the Downtown Patio Enhancement Policy at their May 6, 2025, Regular CEDC Board Meeting, a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and incorporated herein for all purposes; and

**WHEREAS,** the City Council hereby adopt and approve a "Downtown Patio Enhancement Policy," a copy of which is attached hereto as ***Exhibit B*** of this Resolution, and is incorporated herein for all purposes.

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

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the City Council and are fully incorporated into the body of this Resolution.

**Section 2.** That the City Council hereby adopt and approve the "Downtown Patio Enhancement Policy," a copy of which is attached hereto as ***Exhibit B*** of this Resolution, and is incorporated herein for all purposes.

**DULY PASSED AND APPROVED** by the City Council of the City of Celina, Texas, on this 13th day of May, 2025.

**CITY OF CELINA**

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

## *Exhibit A*

[CEDC Board of Directors Approved Resolution]

**RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, AND A TEXAS NON-PROFIT CORPORATION, ADOPTING AND APPROVING A DOWNTOWN PATIO ENHANCEMENT POLICY, ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS,** the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

**WHEREAS,** the CITY OF CELINA, TEXAS, a Texas home-rule municipality (hereinafter referred to as the "City"); and

**WHEREAS,** the Celina Economic Development Corporation Board of Directors and Celina City Council hereby adopt and approve a "Downtown Patio Enhancement Policy," a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and is incorporated herein for all purposes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the CEDC and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the CEDC and the Celina City Council do hereby approve adopt and approve the "Downtown Patio Enhancement Policy," a copy of which is attached hereto as ***Exhibit A*** of this Resolution, and is incorporated herein for all purposes.

**DULY RESOLVED** by the Board of Directors of the Celina Economic Development Corporation, on this the 6 day of May, 2025.

**APPROVED:**

Clint Bissett, President
Celina Economic Development Corporation

***Exhibit B***

[Downtown Patio Enhancement Policy]

**Downtown Patio Enhancement Policy**

City of Celina, Texas · Celina Economic Development Corporation

---

## 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.

---

## 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.

---

## 3. Standardized Assessment Framework

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

### 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.

---

## 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 per project of $50,000 from both the City and Economic Development Corporation (EDC) in the form of reimbursable grants.
- The maximum number of projects funded each year is dependent upon funding allocated and approved in the annual fiscal year budget.

### 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).

---

## 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.

---

## 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

- 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.

Life Connected.

**Police Department**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | John Cullison, Police Chief |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Amber Adams |
| Date: | May 13, 2025 |
| Re: | MVCPA Grant Program Support. |

---

**Action Requested:**
Consider and act upon a Resolution authorizing the submission of a grant application to the Motor Vehicle Crime Prevention Authority (MVCPA) Grant Program. (Cullison)

**Background Information:**
The Celina Police Department is requesting grant funding to purchase 41 additional Flock License Plate Reader (LPR) Cameras through a MVCPA Grant. This initiative will greatly enhance the capabilities of the Celina Police Department and its regional partners by creating a networked approach to vehicle crime suppression. Celina will collaborate with surrounding agencies in Collin and Denton Counties to establish a data-sharing environment, enabling faster suspect identification and broader regional coverage. This grant will help safeguard Celina's residents, whose median household income and property values are significantly higher than state averages, making them particularly attractive targets for organized theft groups. The deployment of this technology represents a critical step toward proactive crime prevention and the disruption of criminal networks that prey on growing, prosperous communities like Celina.

Applications are due by May 23, 2025, with the Resolution already completed. The application and resolution will be submitted upon Council approval.

**Legal Review:**
Contract has been previously reviewed and approved.

**Supporting Documents:**
1. MVCPA Grant Staff Presentation
2. 8- VIII. T. PD Resolution for MVCPA Grant Program

**Financial Consideration:**
This is a request for grant funding. Notification will be provided during the FY26 budget. A PO will be issued when we receive notification of grant award. Expenditures will not exceed funds appropriated, and funds will be committed at the issuance of a purchase order. This is an 80/20 split grant. The City will cover the up-front cost of $140,000, and the State will reimburse in four quarterly payments. The City is responsible for $28,000 of the total cost.

**Staff Recommendation:**
Staff recommends awarding the grant as presented.

# Celina Police Department

The Motor Vehicle Crime Prevention Authority (MVCPA) Grant Resolution Request

John A. Cullison #616
Police Chief
May 13, 2025

# OVERVIEW

## The Motor Vehicle Crime Prevention Authority-Texas DMV

- The Motor Vehicle Crime Prevention Authority (MVCPA )grant is an annual grant sponsored by the Texas Department of Motor Vehicles
- (MVCPA) awards grants to local law enforcement agencies and other organizations to combat motor vehicle crime to achieve the purposes of Texas Transportation Code 1006
- Providing financial support to law enforcement agencies for economic motor vehicle theft and fraud-related motor vehicle crime enforcement teams
- Providing financial support to law enforcement agencies, for programs designed to reduce the incidence of economic motor vehicle theft and fraud-related motor vehicle crime
- **The proclamation allows us to apply for the grant**

# OBJECTIVE

- The premise for requesting to pursue this grant opportunity is to take a proactive approach to deploying our FLOCK camera system and not wait until we experience a significant increase in vehicle-related crimes.
- There is a significant lag between securing the funds for the program, and the actual time it takes to deploy the product which includes installation, permit approvals, etc. (Projected deployment will occur **early 2026**)
- Enhancing our Flock system will allow us to not only addresses vehicle-related crimes but also organized retail crime as well.
- This grant will help safeguard Celina's residents, whose median household income and property values are significantly higher than state averages, making them particularly attractive targets for organized theft groups.
- Addresses our pending surge of big box retailers and other businesses in the new developments

# CLOSING REMARKS

- Our Collin County cities to the south of us, Prosper and Frisco, leveraged this grant opportunity in 2024 to pave the way for deploying their Flock system while securing DMV grant money to decrease their costs.
- This illustrates the reasonableness and the similarities we share with our two growing neighbors to the south who share our philosophy of addressing crime using robust technology that has proven results.
- This grant proposal provides us with an exceptional opportunity to access grant dollars that will underwrite a significant portion of our start-up costs, and the ability to add additional cameras as needed.

# QUESTIONS?

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY (MVCPA) GRANT PROGRAM; COMMITTING TO COMPLIANCE WITH STATE LAW IN THE MANAGEMENT OF GRANT FUNDS AND THE RETURN OF FUNDS IN THE EVENT OF LOSS OR MISUSE; DESIGNATING THE AUTHORIZED OFFICIAL, PROGRAM DIRECTOR, AND FINANCIAL OFFICER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Celina (the "City") is a home rule municipality located in Collin County and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and the Texas Constitution, and operating pursuant to the enabling legislation of the state of Texas; and

**WHEREAS**, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

**WHEREAS**, the City Council of the City (the "City Council") now declares this grant program will assist the City in combating motor vehicle burglary and theft; and

**WHEREAS,** the City Council hereby agrees that all grant funds shall be used and managed in accordance with the provisions of Texas Administrative Code Title 43; Part 3; Chapter 57; and

**WHEREAS**, the City Council hereby agrees that in the event of loss or misuse of the grant funds, the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority; and

**WHEREAS**, the City Council desires to designate an Authorized Official to apply for and manage the grant application submission, and accept said grant on behalf of the City, and to designate a Program Director and Financial Officer to manage the grant; and

**WHEREAS**, the City Council now finds it in the best interest of the citizens of the City to submit a grant application to the Motor Vehicle Crime Prevention Authority.

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

**SECTION 1: Findings Incorporated.** The findings recited above are incorporated as if fully set forth in the body of this Resolution.

**SECTION 2: Appointments.** Robert Ranc, City Manager, is hereby designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant. Brent Brown, Assistant Chief, is hereby designated as the Program Director. Robin Bromiley, Director of Finance, is hereby designated as the Financial Officer for this grant.

**SECTION 3**: **Effective Date**. This Resolution shall take effect immediately upon its passage.

**DULY PASSED AND ADOPTED** by the City Council of the City of Celina, Texas, on this 13th day of May, 2025.

**CITY OF CELINA**

_____
Ryan Tubb, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

Life Connected.

**Finance**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Robin Bromiley, Director of Finance |
| CC: | Karla Stovall, Assistant City Manager |
| Intiated by: | Robin Bromiley |
| Date: | May 13, 2025 |
| Re: | Quarterly Investment Report - 2nd qtr FY 25 |

**Action Requested:**
Review and acceptance of the Quarterly Investment Report for the period ended March 31, 2025. (Bromiley)

**Background Information:**
The City of Celina Investment Policy requires that the Investment Officer for the City provide the City Council a quarterly investment report. This quarterly report provides an overview of the City's investment activity for the period of January 1, 2025 through March 31, 2025, in accordance with the Texas Public Funds Investment Act (PFIA).

Investment Overview:

The City's investments for the second quarter were primarily held in two investment vehicles:
TexPool Local Government Investment Pool (LGIP): A highly liquid and low-risk investment pool available to Texas local governments.
Local Depository Bank Account: The City maintains funds in a local bank account for short-term liquidity needs.

Performance Summary:

- Total Interest Earned:
  The total interest earned during the second quarter of Fiscal Year 2025 (January - March 2025) was $4,450,684.
- Weighted Average Yield on Investments:
  The City's weighted average yield for the majority of its investments was 4.09%, which

reflects the City's investment strategy focused on maximizing yield within the scope of safety and liquidity.

Compliance with Investment Policy:

- Investment Policy Adoption: The City's investment policy, adopted by the City Council in December 2024, continues to be adhered to, ensuring compliance with the PFIA and other regulatory requirements.
- Investment Officer Training: The designated Investment Officer, Robin Bromiley, completed the required training course on public funds investment management as mandated by the PFIA.
- Diversification and Risk Management: The City's investment portfolio is appropriately diversified to manage risk, maintain liquidity, and provide competitive returns. At no point during the quarter did the City invest in any prohibited securities.

**Legal Review:**
N/A

**Supporting Documents:**
1. FY 25 Q2 Investment Presentation (1)
2. FY 25 Q2 Investment Report -JAN - MAR 2025

**Financial Consideration:**
Provides summary of investments for the City of Celina for the period ended March 31, 2025.

**Staff Recommendation:**
Staff recommeds approval.

# Quarterly Investment Report for the period ended March 31, 2025

City Council Meeting
May 13, 2025

# JANUARY 2025 – MARCH 2025  2ND QTR FY 25

Beginning balance for all City Accounts as of December 31, 2024 $440,366,165

Major Categories of Revenue (+) and Expenses (-)

| | | |
|---|---|---|
| + Development Fees | $ | 20,302,521 |
| + Utility Payments | $ | 9,544,698 |
| + Interest Earned | $ | 4,450,684 |
| + Sales Tax Revenue | $ | 2,998,415 |
| + Property Tax Payments | $ | 22,453,859 |
| + Other Revenues | $ | 5,205,055 |
| - Capital Projects / AP | $ | (35,551,119) |
| - Payroll | $ | (9,045,118) |
| - Debt Payments | $ | (13,555,088) |
| - UTRWD | $ | (4,059,998) |

Ending balance for all City Accounts as of March 31, 2025 $443,110,074

Interest Rate Range from 1.81% - 4.70%

**City of Celina**
**Quarterly Report**
**Quarter Ending:** **3/31/2025**

| Listing by Maturity Date | | | 12/31/2024 | | | 3/31/2025 | | | |
|---|---|---|---|---|---|---|---|---|---|
| Investment | Institution | Account | Beginning | Interest Earned | Other Transactions | Ending | % of Total Portfolio | Unrealized G/L | Interest Rate *** |
| Public Fund Now Acct | Independence Bk | #0052 GF MMA | $ 191,281 | $ 846 | $ (1,250) | $ 190,878 | 0.0% | 0 | 1.81% |
| | | | | | *$ (1,250)* | *Permits and Court CC Fees* | | | |
| Public Fund Now Acct | Independence Bk | #1532 WS MMA | $ 24,834,636 | $ 110,383 | $ (1,372) | $ 24,943,647 | 5.6% | 0 | 1.81% |
| | | | | | *$ (1,372)* | *Utility Payment CC Fees* | | | |
| Public Fund Now Acct | Independence Bk | #8142 Pooled Cash 998 | $ 188,416,728 | $ 2,041,494 | $ (13,892,393) | $ 176,565,829 | 39.8% | 0 | 4.59% |
| | | | | | *$ 10,272,419* | *Property Taxes* | | | |
| | | | | | *$ 2,998,415* | *Sales Taxes* | | | |
| | | | | | *$ 9,544,698* | *Utility Payments* | | | |
| | | | | | *$ 20,302,521* | *Permits* | | | |
| | | | | | *$ 5,198,253* | *Other revenues* | | | |
| | | | | | *$ (18,720,618)* | *Other -Payables* | | | |
| | | | | | *$ (4,059,998)* | *UTRWD Water/Wastewater* | | | |
| | | | | | *$ (9,045,118)* | *Payroll* | | | |
| | | | | | *$ (16,827,879)* | *CIP* | | | |
| | | | | | $ (13,555,088) | *Debt Payments* | | | |
| Public Fund Now Acct | Independence Bk | #0258 Old Acct | $ 43,779 | $ 195 | $ 0 | $ 43,974 | 0.0% | 0 | 1.81% |
| Public Fund Now Acct | Independence Bk | #4191 Forfeiture | $ 212,745 | $ 961 | $ 6,800 | $ 220,506 | 0.0% | 0 | 1.81% |
| | | | | | *$ 6,800* | *Property Seizure* | | | |
| Public Fund Now Acct | Independence Bk | #9907 I&S Fund | $ 32,453,264 | $ 180,422 | $ 12,181,440 | $ 44,815,126 | 10.1% | 0 | 1.81% |
| | | | | | *$ 12,181,440* | *Property Taxes - I/S* | | | |
| Pooled | TexPool Prime** | #0007 GenFund 590 | $ 63,357,205 | $ 704,288 | $ - | $ 64,061,492 | 14.5% | 0 | 4.70% |
| Pooled | TexPool** | #0007 GenFund Acct (1) | $ 130,852,746 | $ 1,412,054 | $ - | $ 132,264,800 | 29.8% | 0 | 4.33% |
| Pooled | TexPool** | #0006 W&S Acct | $ 3,782 | $ 41 | $ - | $ 3,822 | 0.0% | 0 | 4.34% |
| | | Total | $ 440,366,165 | $ 4,450,684 | $ (1,706,775) | $ 443,110,074 | 100.0% avg | | 4.09% |
| | | | | | | | | | WAM |

** All investments are in interest bearing accounts with terms of same day cash available upon demand.*
***TexPool WAM 30 days as of 03/31/2025 (https://www.texpool.com/texPool/pools/historical-monthly-average-performance/investment-pools/texpool.do). Maximum allowed is 100%.*
**** Three Month Average Interest Rate per Independent Financial's Bank Statements .*

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

Robin Bromiley 03/31/2025

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

$ 440,366,165.00

# Economic Summary – Q1 2025

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

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

The new year began amid the uncertainty surrounding a polarizing incoming president with a perceived mandate and a mission to reorder D.C. politics, even if it meant dismantling a significant part of the government. On Inauguration Day, President Trump reiterated promises made on the campaign trail, many of which he quickly signed into law by executive order. Among these was establishment of the Department of Government Efficiency (DOGE) and the declaration of a national emergency at the southern border, which opened the door for expected mass deportations. Both of these actions will have a significant effect on GDP growth and the labor market over time, but the series of announcements defining the first quarter economy and perhaps reshaping global alliances for generations to come was Trump's tariff pursuit.

The president disagreed with economists and market professionals in his understanding of how tariffs worked, believing them to be a significant source of net revenue paid by exporting countries. At the risk of repeating an explanation that everyone should have committed to heart by now, *the domestic company that imports the goods pays the tariff to the U.S. Treasury*. Businesses typically pass most, if not all of that cost on to consumers in the form of higher prices. Over time, elevated consumer prices lead to fewer purchases which negatively impact businesses and ultimately GDP.

*The series of announcements defining the first quarter economy and perhaps reshaping global alliances for generations to come was Trump's tariff pursuit.*

When the first round of tariffs was announced in early February, it included a 10% tax on goods imported from China and an unexpected 25% tax on imports from Mexico and Canada (the two largest U.S. trade partners). The Trump Administration's main gripe with neighboring countries centered around border security, and in particular, the flow of fentanyl into the U.S.

The U.S. Constitution grants power to impose duties and regulate foreign commerce to the legislature, but for the first time, a U.S. president evoked the International Emergency Economic Powers Act (IEEPA) to impose tariffs. The import taxes on Mexico and Canada also appeared to be in violation of the USMCA trade agreement negotiated and signed during Trump's previous term, but both countries accepted U.S. terms in return for a 30-day postponement. Mexico promised to station 10,000 National Guard troops at its northern border, while Canada pledged to appoint a fentanyl czar, establish a joint task force to combat drug trafficking, designate drug cartels as terrorist organizations, and allocate $200 million for a new intelligence directive. Many figured the president would declare victory and focus primary attention on China, but this didn't happen.

*The U.S. Constitution grants power to impose duties and regulate foreign commerce to the legislature, but for the first time, a U.S. president evoked the International Emergency Economic Powers Act (IEEPA) to impose tariffs.*

Days later, Trump unexpectedly announced a 25% import tax on all steel and aluminum. This may not have been targeted at U.S. border nations, but they would feel the brunt of the impact. Canada is the largest exporter of aluminum into the U.S. according to the International Trade Organization, while Mexico and Canada combine to supply 40% of U.S. steel requirements, supporting the defense, shipbuilding and auto industries.

*Please see disclosure starting on page 6*

Many U.S. companies were alarmed at the rapidly unfolding situation. At an investor conference shortly after the announcement, Ford CEO Jim Farley said, "…long term, a 25% tariff across the Mexico and Canada borders would blow a hole in the U.S. industry that we've never seen." Farley went on to say, "Frankly, it gives free rein to South Korean, Japanese and European companies that are bringing 1.5 million to 2 million vehicles into the U.S. that wouldn't be subject to those Mexican and Canadian tariffs. It would be one of the biggest windfalls for those companies ever." *Before quarter end, Trump's vehicle tariffs would ultimately include all automobiles assembled outside the United States, alleviating Farley's concerns of competitor advantage.*

When the 30-day postponement period ended, a 25% tax on all goods imported from Canada and Mexico took effect, along with an additional 10% tariff on goods from China. Canada and China responded with a series of retaliatory measures.

*Trump was widely-expected to use the leverage of the mighty U.S. consumer to exert pressure on its trade partners but may have overplayed his hand.*

The next day, Trump granted a one-month reprieve to U.S. automakers on imports from the two border nations. Later, he issued an exemption covering goods outlined in the USMCA agreement. This was followed by threats of reciprocal tariffs on Canadian dairy products and lumber. The province of Ontario retaliated with a 25% tax on electricity but backed down when the U.S. promised to hike steel and aluminum tariffs to 50%. *By early March, it had become nearly impossible to guess (with any degree of certainty) whether or not there was an actual plan in place.*

Before the quarter ended, the evolving trade war would include 25% taxes on all foreign-made autos and auto parts, with broad reciprocal tariffs on all countries to be announced on April 2nd, a day President Trump declared "Liberation Day."

Trump was widely-expected to use the leverage of the mighty U.S. consumer to exert pressure on its trade partners but may have overplayed his hand. Mexico, Canada and the EU have grown increasingly agitated and less cooperative.

Massive public opposition to U.S. actions has hardened the resolve of border nation leaders. Canadian Prime Minister Mark Carney scheduled a snap federal election on April 28, seeking a decisive mandate from the people. According to Carney, "We are facing the most significant crisis of our lifetimes because of President Trump's unjustified trade actions and his threats to our sovereignty." Canadian economist David Rosenberg in response to Trump threats said "…when the bully in the schoolyard gives you a black eye, you don't punch back, you go burn down his house."

*The problem for the U.S. is that the recent negotiations among global countries are in response to U.S. tariff threats and don't include the United States. The concern is that damage may be long-lasting and not easily undone.*

Countries around the world are pivoting, instead of surrendering. The early results suggest a rewrite of trade policy with an increase in free trade, rather than a decrease. The problem for the U.S. is that the recent negotiations among global countries are in response to U.S. tariff threats and don't include the United States. *The concern is that damage may be long-lasting and not easily undone.*

Developing Asian countries, with a considerable amount at stake, are forming alliances and negotiating free trade agreements (FTAs) at a historically frantic pace. The 10-member Association of Southeast Nations (ASEAN), representing one of the fastest growing regions in the world, hopes to wrap up its FTA with Canada later this year.

Malaysia, Thailand and the Philippines are in the process of finalizing FTA agreements with the European Union. Indonesia hopes to finalize an FTA with the Gulf Cooperation Council later this year.

Representatives from the EU visited India in February with the goal of establishing an FTA by the end of the year along with a proposal for a defense and security partnership.

Indonesia, Malaysia, Thailand and Vietnam became the first Southeast Asian countries to join the BRICS (Brazil, Russia, India, China, South Africa) intergovernmental organization.

Perhaps the most remarkable turn of events occurred in late March when Chinese state media announced that China, Japan and South Korea would conduct speedy negotiations toward a trilateral free-trade agreement and will strengthen dialogue on supply-chain cooperation and export controls. The three countries, representing the third, fourth and sixth largest trading partners of the U.S., began discussions on a trilateral free-trade agreement in 2012, but had made no substantial progress until now.

*Perhaps the most remarkable turn of events occurred in late March when Chinese state media announced that China, Japan and South Korea would conduct speedy negotiations toward a trilateral free-trade agreement and will strengthen dialogue on supply-chain cooperation and export controls.*

A good argument can (and will) be made that *most of the economic data released during the quarter was immediately stale and is now largely irrelevant given the escalating trade situation*. However, an economic condition check is worthwhile for a base of understanding:

- The monthly CPI headline and core rates were both below forecast in February. The year-over-year core rate was the lowest in almost four years at +3.1%. Grocery prices were flat, pump prices were down, and shelter costs continued to soften.
- Nonfarm payrolls averaged +138k for the first two months of 2025, after averaging +292k for the final two months of 2024, while the unemployment rate ended February at 4.1%, matching the average from the previous 10 months.
- Final fourth quarter GDP was revised upward to +2.4%, despite a significant inventory drain during the period.

Soft survey data was much more reflective of impending trade war fears. The Conference Board's consumer confidence future expectations index plunged to its lowest measure in 12 years in March, while long-term inflation expectations from the University of Michigan consumer sentiment survey hit a 32-year high.

The second FOMC meeting of the year took place in mid-March. As expected, the committee again held the overnight funds rate steady. The Fed's summary of economic projections (the first since December) showed slightly higher inflation for 2025 and slightly lower GDP growth, but Powell, mindful of the tariff mayhem, repeatedly emphasized the uncertainty of the outlook.

*The Fed's summary of economic projections (the first since December) showed slightly higher inflation for 2025 and slightly lower GDP growth, but Powell, mindful of the tariff mayhem, repeatedly emphasized the uncertainty of the outlook.*

Fed officials are in a tough spot. Global trade wars are toxic for economic growth. GDP will most certainly slow while tariffs will increase prices, not just on finished imported goods, but also for domestic manufacturers using imported parts. It's likely that even U.S. companies producing goods with domestic materials will realize the opportunity to increase prices to match the level of imports.

In rare instances when a central bank is forced to choose between fighting inflation and stimulating the economy, the economy typically loses. However, Powell's belief that "tariff-related inflation" would be temporary suggests the committee could cut sooner and more aggressively *if the labor market and the economy weakens*, even if the rate of inflation moved higher …as long as it was the tariffs that drove the increase.

*In rare instances when a central bank is forced to choose between fighting inflation and stimulating the economy, the economy typically loses.*

In the meantime, Trump will badger Powell incessantly to cut rates, and assuming the Chairman stands firm, he'll be replaced next year with someone less familiar with monetary policy and more willing to take direction from the president.

## The Markets

Corporate profits reached an all-time high in the fourth quarter, but all three major U.S. stock indexes fell during the first quarter with the DOW shedding -1.3%, the S&P500 -4.6% and the Nasdaq -10.3%. *The decline would get much worse in the first four days of April.*

The overnight funds rate didn't budge, but Treasury yields moved lower across the curve during a very volatile quarter.

### Q1 Interest Rates

| | | Fed Funds | 3 mo. T-bill | 12 mo. T-bill | 2 yr. T-note | 5 yr. T-note | 10 yr. T-note |
|---|---|---|---|---|---|---|---|
| Last | 12/31/2024 | 4.25-4.50% | 4.31% | 4.14% | 4.24% | 4.38% | 4.57% |
| High | | | 4.33% | 4.27% | 4.38% | 4.60% | 4.79% |
| Low | | | 4.28% | 3.98% | 3.88% | 3.95% | 4.15% |
| End | 3/31/2025 | 4.25-4.50% | 4.29% | 4.03% | 3.88% | 3.95% | 4.20% |

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

*Economic growth in 2025 will depend on the outcome of the global trade war, which has become increasingly heated and inherently complicated.*

## Economic and Interest Rate Outlook

Economic growth in 2025 will depend on the outcome of the global trade war, which has become increasingly heated and inherently complicated. Trump's "liberation day" announcement, on April 2nd, turned out to be much more severe than expected with an average "discounted" reciprocal tariff rate of roughly 20% on over 200 countries.

*The reality is that most average tariff rates (weighted to reflect goods actually traded) are surprisingly low.*

Canada and Mexico were spared additional pain, but surprisingly large import taxes were slapped on Japan (24%), South Korea (25%), India (26%), the European Union (20%) and Israel (17%), while an *additional* 34% was imposed on China, bringing total taxes on Chinese imports to a staggering 54%. Trump called these rates *kind*, indicating they were roughly half of what countries were charging the U.S. *This isn't true.*

The reality is that most average tariff rates (weighted to reflect goods actually traded) are

surprisingly low. The WTO calculates the U.S. at 2.2%,compared to the EU at 2.7%, Japan 1.9%, China 3%, Canada 3.4%, and Mexico 3.9%.

The formula the White House used to determine reciprocal rates was a mystery, until economic journalist James Surowiecki cracked the code the next day. The formula (which still makes no logical sense) reportedly divides the U.S. trade deficit with that country by the country's exports to the U.S. …and cuts it in half.

*The countries that have large trade surpluses with the U.S. are among the largest buyers of our government debt. If the trade imbalances were to shrink, so too would foreign Treasury purchases.*

It's important to remember that the current trade imbalance is extremely nuanced. Companies and individuals act in their own self-interest. In a capitalistic system, businesses will seek countries with a comparative advantage in production to lower costs and maximize profit. Outsourcing, *along with major advances in technology,* are why domestic manufacturing jobs have been disappearing since the early 70's. These are also primary reasons why the annual core inflation rate averaged around +2.0% for three decades before the pandemic. The sad reality is that U.S. businesses essentially traded factory jobs for lower prices.

The comparative advantage for the U.S. is in financial assets with well-regulated, mature markets, and government bonds offering full-faith-and-credit guarantees. The countries that have large trade surpluses with the U.S. are among the largest buyers of our government debt. If the trade imbalances were to shrink, so too would foreign Treasury purchases. With the supply of U.S. debt expected to rise by almost $24 trillion over the next decade (CBO, Jan '25), a decrease in demand from foreign buyers points to higher future borrowing costs.

*Now that the trade threat has become a full blown trade war, the next question is, when does it end?*

Now that the trade threat has become a full blown trade war, the next question is, *when does it end?* Whereas most had assumed Trump would shoot high, negotiate down, claim a few wins and call it a day, his main focus has shifted to the "tremendous wealth" the tariffs were expected to bring in. Days before, White House aide Peter Navarro set the stage, telling CNBC that vehicle tariffs would be "like a 'golden age gold rush' for auto companies," while telling Fox News the proposed 20% tariffs on all imports would raise more than $600 billion annually over the next ten years.

*The more the administration focuses on revenue, the more reluctant it will be to negotiate it all away.*

*The more the administration focuses on revenue, the more reluctant it will be to negotiate it all away.* In fact, Navarro later admitted that the tariffs were not intended as a negotiating tactic and are likely here to stay. When China responded with a 34% tax on all US imports and export controls on rare earth elements, an angry Trump vowed he would *never change* his economic policy. Nor did the administration offer countries instruction on how to restore trade balance beyond buying massive amounts of American goods (which don't always exist) or building factories in the U.S. (which would take years). This lack of remedy reinforces the notion that tariffs were intended to be in place long-term.

The Bloomberg survey of 85 economists, conducted before Trump's big announcement, indicated U.S. GDP would grow at a rate of +1.5% to +2.0% in 2025, with consumer inflation at +3.0%. Unfortunately, like the March economic data, these forecasts are now worthless.

Describing the outlook as cloudy is a huge understatement. So far, only China has retaliated to the April 2nd announcement, but the 27-country European Union has promised a united response, and other nations will seek equitable solutions. In the meantime, prices will rise, economies will weaken, and President Trump will demand rate cuts while Fed officials wait for increasingly illusive clarity.

*Prices will rise, economies will weaken, and President Trump will demand rate cuts while Fed officials wait for increasingly illusive clarity.*

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# Monthly Newsletter: April 2025

## ANNOUNCEMENTS

### TexPool Good Friday Holiday Observance 2025:

On **Friday, April 18, 2025**, TexPool will be closed for business in observance of **Good Friday**.

### We welcome the following entities who joined TexPool in March 2025:

**TexPool**

City of Liberty
City of Cross Plains
City of Plantersville
Leon County
Maxwell Special Utility District
Hempstead Community Development Corporation
Angelina County & Cities Health District

**TexPool *Prime***

City of Liberty
City of Cross Plains
City of Plantersville
Leon County
Maxwell Special Utility District
Hempstead Community Development Corporation
City of Shavano Park
Angelina County & Cities Health District

### Upcoming Events

4/6/2025
**Government Finance Officers Association of Texas (GFOAT) Spring Conference**
Round Rock, TX

4/21/2025
**County Treasurers Education Seminar**
San Marcos, TX

4/29/2025
**TACA Institute 67th Annual Conference**
College Station, TX

### TexPool Advisory Board Members

Patrick Krishock
Belinda Weaver
Deborah Laudermilk
Valarie Van Vlack
David Landeros
Dina Edgar

Overseen by the State of Texas Comptroller of Public Accounts Glenn Hegar

Operated under the supervision of the Texas Treasury Safekeeping Trust Company

## Economic and Market Commentary:
## Market intervention should subside under the new SEC leadership.

**April 1, 2025**

The growth of liquidity products since the Federal Reserve first hiked rates in 2022 has been something to behold. Total US money market assets under management (AUM) topped $7 trillion for the first time in March and those of global money funds have reached record highs, according to the Investment Company Institute (ICI). Similarly, AUM of many non-money fund (rule 2a-7) products types, such as investment pools, to our knowledge, have risen. But we do not think this growth is substantially due to the recent up, then down again, trajectory of the stock market. The argument that investors are placing cash in liquidity products to weather the storm is belied by the nature of the inflows. We believe they are at a growth rate consistent with the extensive migration to money funds seen over the last several quarters. We can't pinpoint from where those assets came. But the steady nature of the inflows supports the hypothesis that people are fed up with low interest rates of other products rather than hiding from the stock market correction.

He said what, now? It's hard to believe Fed Chair Jerome Powell uttered the term "transitory" at the March policy-setting meeting. We thought that radioactive word was long buried after he repeatedly used it to describe pandemic-related inflation in 2021. His point was that the potential impacts of the Trump administration's whipsaw approach to tariffs might be inflationary in the short term but not in the long term, as they might lead to better productivity.

*(continued page 6)*

### Performance as of March 31, 2025

| | TexPool | TexPool *Prime* |
|---|---|---|
| Current Invested Balance | $37,879,422,851 | $15,763,625,632 |
| Weighted Average Maturity** | 37 Days | 42 Days |
| Weighted Average Life** | 97 Days | 64 Days |
| Net Asset Value | 1.00001 | 1.00010 |
| Total Number of Participants | 2,923 | 654 |
| Management Fee on Invested Balance | 0.0450% | 0.0550% |
| Interest Distributed | $141,204,630.40 | $60,107,274.74 |
| Management Fee Collected | $1,407,212.31 | $739,650.25 |
| Current S&P Global Rating | AAAm | AAAm |
| **Month Averages** | | |
| Average Invested Balance | $38,421,181,370 | $15,835,694,967 |
| Average Monthly Rate* | 4.33% | 4.47% |
| Average Weighted Average Maturity** | 37 | 45 |
| Average Weighted Average Life** | 92 | 63 |

**This average monthly rate for TexPool Prime for each date may reflect a waiver of some portion or all of each of the management fees.*
***See page 2 for definitions.*
*Past performance is no guarantee of future results.*

Phone: 1-866-TEXPOOL (839-7665) · Fax: 1-866-839-3291 · TexPool.com
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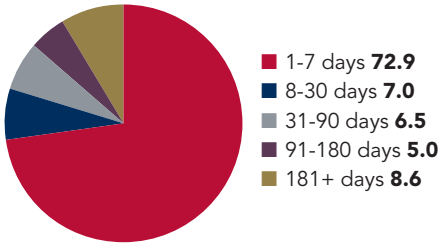
G35884-24 (4/25)

Managed and Serviced by Federated Hermes

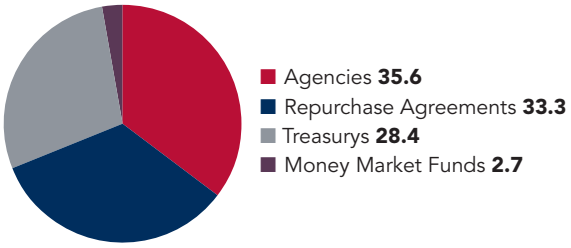
## Portfolio by Maturity (%)

*As of March 31, 2025*




## Portfolio by Type of Investment (%)

*As of March 31, 2025*




### Portfolio Asset Summary as of March 31, 2025

| | Book Value | Market Value |
|---|---|---|
| Uninvested Balance | -$123.75 | -$123.75 |
| Receivable for Investments Sold | 0.00 | 0.00 |
| Accrual of Interest Income | 107,215,097.54 | 107,215,097.54 |
| Interest and Management Fees Payable | -141,205,682.15 | -141,205,682.15 |
| Payable for Investments Purchased | 0.00 | 0.00 |
| Accrued Expenses & Taxes | -44,774.43 | -44,774.43 |
| Repurchase Agreements | 12,620,823,000.00 | 12,620,823,000.00 |
| Mutual Fund Investments | 1,017,085,200.00 | 1,017,085,200.00 |
| Government Securities | 13,500,965,338.51 | 13,500,304,310.86 |
| US Treasury Bills | 9,214,755,943.36 | 9,216,862,756.03 |
| US Treasury Notes | 1,559,828,851.75 | 1,560,245,116.90 |
| **Total** | **$37,879,422,850.83** | **$37,881,284,901.00** |

*Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool. The only source of payment to the Participants is the assets of TexPool. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services.*

### Participant Summary

| | Number of Participants | Balance |
|---|---|---|
| School District | 635 | $11,290,927,858.35 |
| Higher Education | 60 | $1,983,870,057.23 |
| County | 203 | $4,207,165,243.22 |
| Healthcare | 96 | $2,114,744,379.45 |
| Utility District | 946 | $6,150,303,356.55 |
| City | 520 | $9,227,914,595.52 |
| Emergency Districts | 114 | $573,341,710.86 |
| Economic Development Districts | 95 | $213,054,990.50 |
| Transit/Toll Authorities | 15 | $837,197,292.75 |
| River/Port Authorities | 18 | $365,747,411.03 |
| Other | 221 | $916,634,737.17 |

****Definition of Weighted Average Maturity and Weighted Average Life**

*WAM is the mean average of the periods of time remaining until the securities held in the fund's portfolio (a) are scheduled to be repaid, (b) would be repaid upon a demand by the fund or (c) are scheduled to have their interest rate readjusted to reflect current market rates. For government variable rate securities, if the interest rate is readjusted no less frequently than every 397 calendar days, the security shall be deemed to have a maturity equal to the period remaining until the next readjustment of the interest rate. For non-government variable rate securities, if the security has a scheduled maturity of 397 days or less the security is treated as maturing on the earlier of the date the security is scheduled to be repaid through demand or the period remaining until the next readjustment of the interest rate. If the variable rate security has a scheduled maturity that is more than 397 days it is the later of those two dates. The mean is weighted based on the percentage of the market value of the portfolio invested in each period.*

*WAL is calculated in the same manner as WAM, but is based solely on the periods of time remaining until the securities held in TexPool (a) are scheduled to be repaid or (b) would be repaid upon a demand by TexPool, without reference to when interest rates of securities within TexPool.*

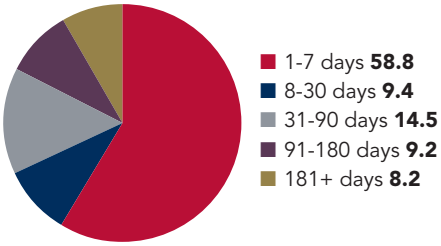
## Daily Summary

| Date | Money Mkt. Fund Equiv. (SEC Std.) | Dividend Factor | TexPool Invested Balance | NAV | WAM Days | WAL Days |
|---|---|---|---|---|---|---|
| 3/1 | 4.3653% | 0.000119598 | $39,023,900,253.78 | 1.00010 | 36 | 88 |
| 3/2 | 4.3653% | 0.000119598 | $39,023,900,253.78 | 1.00010 | 36 | 88 |
| 3/3 | 4.3627% | 0.000119525 | $38,988,588,955.11 | 1.00002 | 35 | 86 |
| 3/4 | 4.3352% | 0.000118773 | $39,071,712,801.04 | 1.00002 | 36 | 89 |
| 3/5 | 4.3357% | 0.000118786 | $39,054,475,640.15 | 1.00003 | 35 | 88 |
| 3/6 | 4.3443% | 0.000119022 | $38,694,539,415.36 | 1.00003 | 35 | 90 |
| 3/7 | 4.3372% | 0.000118827 | $38,624,146,863.95 | 1.00001 | 36 | 90 |
| 3/8 | 4.3372% | 0.000118827 | $38,624,146,863.95 | 1.00001 | 36 | 90 |
| 3/9 | 4.3372% | 0.000118827 | $38,624,146,863.95 | 1.00001 | 36 | 90 |
| 3/10 | 4.3341% | 0.000118743 | $38,471,780,218.47 | 1.00004 | 34 | 89 |
| 3/11 | 4.3354% | 0.000118778 | $38,370,867,051.41 | 1.00002 | 34 | 89 |
| 3/12 | 4.3302% | 0.000118635 | $38,225,535,221.20 | 1.00001 | 36 | 90 |
| 3/13 | 4.3237% | 0.000118458 | $38,159,199,894.21 | 1.00003 | 36 | 90 |
| 3/14 | 4.3210% | 0.000118383 | $38,232,280,095.69 | 1.00000 | 36 | 90 |
| 3/15 | 4.3210% | 0.000118383 | $38,232,280,095.69 | 1.00000 | 36 | 90 |
| 3/16 | 4.3210% | 0.000118383 | $38,232,280,095.69 | 1.00000 | 36 | 90 |
| 3/17 | 4.3255% | 0.000118508 | $38,375,627,677.08 | 1.00000 | 35 | 88 |
| 3/18 | 4.3286% | 0.000118593 | $38,514,965,180.75 | 1.00000 | 39 | 92 |
| 3/19 | 4.3227% | 0.000118429 | $38,451,327,244.19 | 1.00001 | 40 | 94 |
| 3/20 | 4.3126% | 0.000118153 | $38,393,080,534.35 | 1.00001 | 41 | 96 |
| 3/21 | 4.3146% | 0.000118208 | $38,338,605,522.55 | 1.00001 | 41 | 96 |
| 3/22 | 4.3146% | 0.000118208 | $38,338,605,522.55 | 1.00001 | 41 | 96 |
| 3/23 | 4.3146% | 0.000118208 | $38,338,605,522.55 | 1.00001 | 41 | 96 |
| 3/24 | 4.3212% | 0.000118389 | $38,222,704,409.79 | 1.00000 | 39 | 93 |
| 3/25 | 4.3265% | 0.000118535 | $38,255,777,020.95 | 1.00001 | 39 | 92 |
| 3/26 | 4.3382% | 0.000118856 | $38,131,869,566.85 | 1.00001 | 38 | 98 |
| 3/27 | 4.3487% | 0.000119143 | $38,022,932,840.50 | 1.00000 | 38 | 98 |
| 3/28 | 4.3490% | 0.000119151 | $37,865,853,161.30 | 1.00001 | 39 | 99 |
| 3/29 | 4.3490% | 0.000119151 | $37,865,853,161.30 | 1.00001 | 39 | 99 |
| 3/30 | 4.3490% | 0.000119151 | $37,865,853,161.30 | 1.00001 | 39 | 99 |
| 3/31 | 4.3488% | 0.000119145 | $37,879,422,850.83 | 1.00001 | 37 | 97 |
| **Averages:** | **4.3345%** | **0.000118754** | **$38,421,181,370.31** | **1.00002** | **37** | **92** |

# TexPool *Prime*

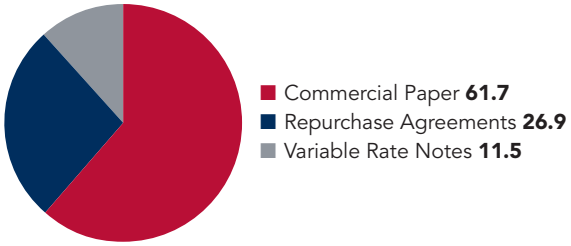
## Portfolio by Maturity (%)

*As of March 31, 2025*




## Portfolio by Type of Investment (%)

*As of March 31, 2025*




## Portfolio Asset Summary as of March 31, 2025

| | Book Value | Market Value |
|---|---|---|
| Uninvested Balance | $645.76 | $645.76 |
| Receivable for Investments Sold | 0.00 | 0.00 |
| Accrual of Interest Income | 10,047,363.82 | 10,047,363.82 |
| Interest and Management Fees Payable | -60,107,267.59 | -60,107,267.59 |
| Payable for Investments Purchased | 0.00 | 0.00 |
| Accrued Expenses & Taxes | -23,753.41 | -23,753.41 |
| Repurchase Agreements | 4,251,524,000.00 | 4,251,524,000.00 |
| Commercial Paper | 10,660,184,643.48 | 10,660,184,643.48 |
| Mutual Fund Investments | 0.00 | 0.00 |
| Government Securities | 0.00 | 0.00 |
| Variable Rate Notes | 902,000,000.00 | 902,057,313.50 |
| **Total** | **$15,763,625,632.06** | **$15,763,682,945.56** |

*Market value of collateral supporting the Repurchase Agreements is at least 102% of the Book Value. The portfolio is managed by Federated Investment Counseling and the assets are safe kept in a separate custodial account at State Street Bank in the name of TexPool Prime. The assets of TexPool Prime are the only source of payments to the Participants. There is no secondary source of payment for the pool such as insurance or State guarantee. Should you require a copy of the portfolio, please contact TexPool Participant Services*

## Participant Summary

| | Number of Participants | Balance |
|---|---|---|
| School District | 170 | $5,787,349,300.32 |
| Higher Education | 19 | $1,042,238,938.53 |
| County | 57 | $1,255,231,276.42 |
| Healthcare | 25 | $494,843,025.95 |
| Utility District | 86 | $566,789,597.24 |
| City | 133 | $2,614,647,028.87 |
| Emergency Districts | 37 | $219,361,333.44 |
| Economic Development Districts | 25 | $55,710,228.47 |
| Transit/Toll Authorities | 10 | $1,257,470,295.63 |
| River/Port Authorities | 8 | $847,555,606.26 |
| Other | 83 | $1,622,625,967.39 |

# TexPool *Prime*

## Daily Summary

| Date | Money Mkt. Fund Equiv. (SEC Std.) | Dividend Factor | TexPool *Prime* Invested Balance | NAV | WAM Days | WAL Days |
|---|---|---|---|---|---|---|
| 3/1 | 4.4871% | 0.000122933 | $15,842,788,994.43 | 1.00011 | 49 | 59 |
| 3/2 | 4.4871% | 0.000122933 | $15,842,788,994.43 | 1.00011 | 49 | 59 |
| 3/3 | 4.4779% | 0.000122683 | $15,854,967,062.16 | 1.00012 | 47 | 57 |
| 3/4 | 4.4663% | 0.000122365 | $15,874,018,198.63 | 1.00017 | 47 | 57 |
| 3/5 | 4.4669% | 0.000122381 | $15,872,037,914.11 | 1.00016 | 47 | 56 |
| 3/6 | 4.4689% | 0.000122436 | $15,816,998,214.02 | 1.00016 | 46 | 56 |
| 3/7 | 4.4679% | 0.000122409 | $15,841,424,772.17 | 1.00001 | 47 | 57 |
| 3/8 | 4.4679% | 0.000122409 | $15,841,424,772.17 | 1.00001 | 47 | 57 |
| 3/9 | 4.4679% | 0.000122409 | $15,841,424,772.17 | 1.00001 | 47 | 57 |
| 3/10 | 4.4692% | 0.000122444 | $15,849,636,141.35 | 1.00015 | 45 | 59 |
| 3/11 | 4.4641% | 0.000122305 | $15,866,770,700.75 | 1.00017 | 44 | 62 |
| 3/12 | 4.4662% | 0.000122363 | $15,920,344,094.30 | 1.00015 | 44 | 64 |
| 3/13 | 4.4631% | 0.000122277 | $15,838,931,912.64 | 1.00014 | 44 | 65 |
| 3/14 | 4.4635% | 0.000122287 | $15,781,265,112.85 | 0.99999 | 44 | 65 |
| 3/15 | 4.4635% | 0.000122287 | $15,781,265,112.85 | 0.99999 | 44 | 65 |
| 3/16 | 4.4635% | 0.000122287 | $15,781,265,112.85 | 0.99999 | 44 | 65 |
| 3/17 | 4.4661% | 0.000122359 | $15,859,261,600.01 | 1.00010 | 41 | 63 |
| 3/18 | 4.4663% | 0.000122364 | $15,853,593,750.38 | 1.00008 | 41 | 62 |
| 3/19 | 4.4625% | 0.000122260 | $15,890,123,992.19 | 1.00007 | 43 | 66 |
| 3/20 | 4.4620% | 0.000122247 | $15,844,420,919.07 | 1.00009 | 43 | 67 |
| 3/21 | 4.4625% | 0.000122259 | $15,751,429,271.49 | 0.99993 | 44 | 67 |
| 3/22 | 4.4625% | 0.000122259 | $15,751,429,271.49 | 0.99993 | 44 | 67 |
| 3/23 | 4.4625% | 0.000122259 | $15,751,429,271.49 | 0.99993 | 44 | 67 |
| 3/24 | 4.4638% | 0.000122297 | $15,832,477,126.11 | 1.00007 | 42 | 65 |
| 3/25 | 4.4638% | 0.000122297 | $15,923,321,177.21 | 1.00005 | 45 | 67 |
| 3/26 | 4.4701% | 0.000122468 | $15,973,316,093.91 | 1.00005 | 44 | 67 |
| 3/27 | 4.4744% | 0.000122586 | $15,911,841,539.79 | 1.00005 | 44 | 67 |
| 3/28 | 4.4758% | 0.000122624 | $15,760,284,372.87 | 0.99990 | 45 | 67 |
| 3/29 | 4.4758% | 0.000122624 | $15,760,284,372.87 | 0.99990 | 45 | 67 |
| 3/30 | 4.4758% | 0.000122624 | $15,760,284,372.87 | 0.99990 | 45 | 67 |
| 3/31 | 4.4787% | 0.000122705 | $15,763,625,632.06 | 1.00010 | 42 | 64 |
| **Averages:** | **4.4688%** | **0.000122434** | **$15,835,694,967.12** | **1.00005** | **45** | **63** |

Participant Services
1001 Texas Ave. Suite 1150
Houston, TX 77002

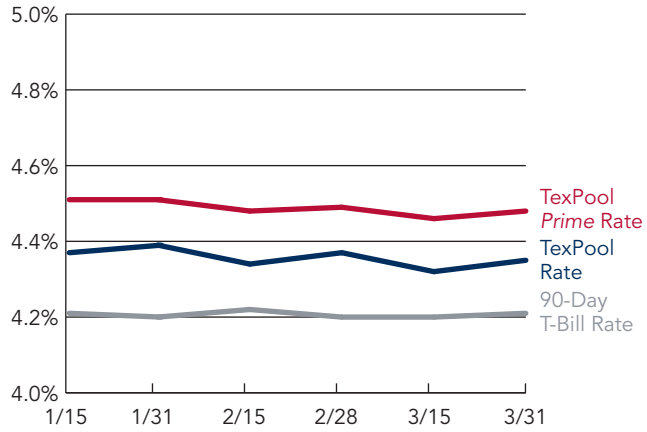
We aren't so sure, and neither are some of his colleagues, including those who spoke after the meeting. Atlanta Fed President Raphael Bostic told Bloomberg, "I'm not going to say that word; nope." And St. Louis Fed President Alberto Musalem said he was "wary" of presuming tariff pressure on prices would abate after a short-lived spike.

Besides keeping rates high, suggesting easing won't arrive until the second half of this year and downgrading projections, the biggest decision the Committee made was to reduce the monthly pace of quantitative easing from $25 billion to $5 billion. That will curtail Treasury supply for cash managers, but not overly so. We are happy that the number of mortgage-backed securities rolling off the Fed balance sheet remained at $35 billion as the industry uses those securities as collateral in overnight repo transactions.

Powell was right about one point: policymakers' decision to keep the target range at 4.25-4.5% and their economic projections were based on data that didn't reflect the tariff turmoil. And even when data is incorporated, its impact will be messy and best ignored. Powell emphasized they will attempt to avoid making policy decisions due to "what-ifs."

At the end of the month, yields on 1-, 3-, 6- and 12-month US Treasuries were 4.30%, 4.30%, 4.23% and 4.03%, respectively.

TexPool & TexPool *Prime* vs. 90-Day Treasury Bill




*90-Day Treasury Bill is a short-term debt instrument backed by the national government. These are used to collect immediate cash to meet outstanding obligations.*

*Any private investor can invest in a Treasury bill. The 90-Day Treasury Bill is a weighted average rate of the weekly auctions of 90-Day Treasury Bills.*

*Past performance is no guarantee of future results.*

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: | May 13, 2025 |
| Re: | Appointment to the MUTD Board |

**Action Requested:**
Consider and act upon a Resolution to appoint a Board Member to the McKinney Urban Transit District (MUTD) Board of Directors. (Kearney)

**Background Information:**
This item appoints a Board Member to be the City's representative on the McKinney Urban Transit District (MUTD) Board of Directors. City Council has previously appointed a director from City staff to serve on the Board as the City's representative. Most recently, Anthony Satarino served on the Board for the City, when he was the Director of Strategic Services. Prior to Anthony, Corbett Howard served on the Board, when he was the Director of Government Affairs.

The City is able to appoint an elected official or City staff member to serve as a Board Member. The Resolution appoints Brad Kearney, Director of Strategic Services, to the MUTD Board as the City's representative. If City Council would like to appoint a different individual to serve on the MUTD Board, the Resolution may be amended by motion to appoint any elected official or City staff member.

MUTD was created in 2016 to provide on-demand shared rides to qualifying elderly, disabled, and low-income residents from McKinney, Melissa, Celina, Lowry Crossing, Princeton, and Prosper. The program provides rides to grocery stores, senior centers, libraries, local hospitals and medical districts, and more. MUTD partners with Dallas Area Rapid Transit (DART) to administer the program. It is funded through federal and state grants and contributions from member cities. MUTD is not able to levy any taxes.

**Legal Review:**

This item has not been reviewed by legal.

**Supporting Documents:**

1. MUTD Board Appointment Presentation
2. Resolution Appointing Brad Kearney to MUTD Board

**Financial Consideration:**

This item does not have any financial considerations.

**Staff Recommendation:**

Staff recommends appointing Brad Kearney, Director of Strategic Services, to the McKinney Urban Transit District Board of Directors.

# MCKINNEY URBAN TRANSIT DISTRICT APPOINTMENT

City Council Meeting
May 13, 2025

# MCKINNEY URBAN TRANSIT DISTRICT

- Created in 2016
- Provides on-demand shared rides to qualifying elderly, disabled, and low-income residents from McKinney, Melissa, Celina, Lowry Crossing, Princeton, and Prosper
- Provides rides to grocery stores, senior centers, libraries, local hospitals and medical districts, and more
- Partners with Dallas Area Rapid Transit (DART) to administer the program
- Funded through federal and state grants, as well as participating cities
    - Does not have taxing authority

# APPOINTMENT

- As a member City, Celina may appoint one representative to Board
  - May be elected official
  - May be City staff member
- Previous City Board Members:
  - Anthony Satarino, Director of Strategic Services
  - Corbitt Howard, Director of Government Affairs
- Proposed Board Member: Brad Kearney, Director of Strategic Services
  - Strategic Services Department includes intergovernmental affairs
- Board Member terms automatically renew annually as long as the individual meets eligibility requirements (elected official or staff member)

# QUESTIONS?

**RESOLUTION 2025-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPOINTING BRAD KEARNEY TO THE MCKINNEY URBAN TRANSIT DISTRICT BOARD OF DIRECTORS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS,** the City of Celina, Texas ("City") has been an active member of the McKinney Urban Transit District ("MUTD") since 2017; and

**WHEREAS,** the City's participation in the MUTD allows the City to receive state and federal public transportation funds; and

**WHEREAS,** the MUTD does not have taxing authority without legislative action and voter approval; and

**WHEREAS,** the MUTD provides important on-demand shared ride services to qualifying elderly and disabled Celina residents; and

**WHEREAS,** the City Council previously appointed Anthony Satarino, in his capacity as the Director of Strategic Services, to serve as the City's representative on the MUTD Board of Directors ("Board"); and

**WHEREAS,** the City Council desires to remove Anthony Satarino as the City's representative on the Board, due to his appointment as the Executive Director of the Celina Economic Development Corporation; and

**WHEREAS,** the City Council finds that Brad Kearney, Director of Strategic Services, meets the qualifications for appointment to the Board.

**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 removes Anthony Satarino from his appointment to the McKinney Urban Transit District Board of Directors.

**SECTION 3.** That the City Council hereby appoints Brad Kearney as a member of the McKinney Urban Transit District Board of Directors.

**SECTION 4.** 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.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 13th DAY OF MAY 2025.**

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

Life Connected.

**EDC**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Celina Economic Development Corporation Board of Directors** |
| From: | Anthony Satarino, Executive Director of Economic Development |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Josh McCarroll |
| Date: | May 13, 2025 |
| Re: | Consider and act upon an Economic Development and Performance Agreement Amendment with Methodist Hospitals of Dallas. (Satarino) |

---

**Action Requested:**
Consider and act upon an Amendment to an Economic Development and Performance Agreement by and between the City of Celina, Celina Economic Development Corporation, and Methodist Hospitals of Dallas. (Satarino)

**Background Information:**
In April 2023, Methodist Hospitals of Dallas, the City of Celina, and the Celina Economic Development Corporation (CEDC) entered into an Economic Development Performance Agreement to facilitate the construction and operation of a new medical facility.

The project includes a four-story, 192,000-square-foot acute care hospital featuring 48 beds, four labor and delivery suites, and 16 emergency department beds. Additionally, the development includes a 40,000-square-foot medical office building and 420 surface parking spaces, located at the southeast corner of Dallas Parkway and FM 428.

As part of the agreement, Methodist Hospital committed to obtaining a certificate of occupancy (CO) by March 1, 2025. Additionally, the hospital agreed to open the facility for business by June 1, 2025, and to continue operating and maintaining it throughout the term of the agreement. Methodist Hospital held its Grand Opening on March 13, 2025, under a temporary certificate of occupancy (TCO) while working with the Development Services department to address outstanding site requirements. A TCO is issued by the Development Services department when a building is substantially complete and safe for limited occupancy but still has outstanding work that must be addressed before a final CO can be granted. The issuance of a TCO allows the owner to use or occupy portions of the building while completing the remaining requirements.

Since Methodist Hospital did not receive the final CO by the agreed-upon deadline, they seek to amend the agreement to extend the CO deadline to June 1, 2025, aligning it with the planned facility opening date.

No other changes are being proposed in this amendment.

**Legal Review:**
The CEDC Attorney has reviewed the attached Amendment.

**Supporting Documents:**
1. Amendment to the EDA with Methodist Hospitals of Dallas - Staff Presentation
2. Methodist Hospitals of Dallas - Chapter 380 Agreement - First Amendment

**Financial Consideration:**
CEDC agrees to provide a financial incentive to Methodist Hospital in the amount of One Thousand and No/100 Dollars ($1,000.00) for each Full-Time Equivalent Employment Position created by Methodist Hospital per the original Economic Development and Performance Agreement.

**Staff Recommendation:**
The CEDC Board of Directors voted 5-0 in support of the Amendment to the Economic Development and Performance Agreement with Methodist Hospitals of Dallas at their May 6, 2025, Regular CEDC Board Meeting.

# Methodist Celina – Amendment to EDA

Action Item

# Background

- At the April 3rd special called EDC Board meeting, this item was tabled until the May 6th regular EDC Board meeting.
- April 2023 - Methodist Hospitals of Dallas, City of Celina, and Celina Economic Development Corporation (CEDC) executed an Economic Development Performance Agreement.
- Southeast corner of Dallas Parkway & FM 428

Action Item

# Project Scope

- Four-story, 192,000 sq. ft. acute care hospital
- 48 inpatient beds, 4 labor & delivery suites, 16 emergency department beds
- 40,000 sq. ft. medical office building
- 420 surface parking spaces

Action Item

# Amendment Request

Current Status of Methodist Hospital:

- Grand Opening took place under a temporary certificate of occupancy (TCO) on March 13, 2025.
  - Issued when a building is substantially complete and safe
  - Allows partial occupancy while final site work is completed
- Methodist Hospital did not receive a CO by March 1, 2025
- Still addressing outstanding site requirements

Request:

- Extend the CO deadline to June 1, 2025
- Aligns with the original facility opening deadline
- No other changes are being considered

Recommendation:

- Staff recommends approval.

# Questions?

**FIRST AMENDMENT**
**TO**
**ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT**

This **FIRST AMENDMENT TO ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT** (hereinafter referred to as the "First Amendment") is made and entered into by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION,** a Texas non-profit corporation (hereinafter referred to as the "CEDC"); **METHODIST HOSPITALS OF DALLAS**, a Texas corporation, d/b/a Methodist Health System (hereinafter referred to as "Methodist Hospital"):

**RECITALS:**

**WHEREAS**, on or about April 25, 2023, the City, CEDC and Methodist Hospital entered into the original Economic Development Performance Agreement (hereinafter referred to as the "Original Agreement") regarding financial assistance to construct and operate a minimum four (4) story, 192,000 square-foot full service acute care hospital generally located at the southeast corner of Dallas Parkway and FM 428, City of Celina, Collin County, Texas; and

**WHEREAS,** the City, CEDC and Methodist Hospital now desire to amend Section 4(c) of the Original Agreement to change the certificate of occupancy date to June 1, 2025.

**NOW, THEREFORE,** for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CEDC and Methodist Hospital agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals are hereby incorporated into the body of this First Amendment and shall be considered part of the mutual covenants, consideration and promises that bind the parties.

**SECTION 2. AMENDMENT TO ORIGINAL AGREEMENT.**

(a) **Amendment to Original Agreement.** That Section 4(c) of the Original Agreement is hereby amended to read as follows:

"(c) **Certificate of Occupancy.** Methodist Hospital covenants and agrees to obtain or cause to be obtained by **June 1, 2025,** a certificate of occupancy from the City for the Medical Facility located on the Property."

**SECTION 3. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this First Amendment:

(a) **Amendments.** This First Amendment constitutes the entire understanding and agreement of the parties as to the matters set forth in this First Amendment. No alteration of or amendment to this First Amendment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This First Amendment shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this First Amendment shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** Neither Party shall have the right to assign its rights and/or obligations under this First Amendment, or any interest herein, without the prior written consent of the other Party.

(d) **Binding Obligation.** This First Amendment shall become a binding obligation on the signatories upon execution by all signatories hereto. The City warrants and represents that the individual executing this First Amendment on behalf of the City has full authority to execute this First Amendment and bind the City to the same. CEDC warrants and represents that the individual executing this First Amendment on behalf of the CEDC has full authority to execute this First Amendment and bind the CEDC to the same. Methodist Hospital warrants and represents that the individual executing this First Amendment on Methodist Hospital's behalf has full authority to execute this First Amendment and bind it to the same.

(e) **Caption Headings.** Caption headings in this First Amendment are for convenience purposes only and are not to be used to interpret or define the provisions of the First Amendment.

(f) **Counterparts.** This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Effective Date.** The effective date (the "Effective Date") of this First Amendment shall be the date of the latter to execute this First Amendment by and between the City, CEDC and Methodist Hospital.

(h) **Original Agreement and any Amendments.** All of the terms, conditions, and obligations of the Original Agreement, and any amendments remain in full force and effect except where specifically modified by this First Amendment.

(i) **Severability.** The provisions of this First Amendment are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this First Amendment is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the First Amendment shall be enforced as if the invalid provision had never been included.

(j) **Time is of the Essence.** Time is of the essence in the performance of this First Amendment.

**[The Remainder of this Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be duly executed.

**CITY:**

**CITY OF CELINA, TEXAS,**
a Texas home-rule municipality,

By: _____
Ryan Tubbs, Mayor
Date Signed: _____

**ATTEST:**

_____
Lauren Vaughns, City Secretary

**CEDC:**

**CELINA ECONOMIC DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: 5-6-25

**METHODIST HOSPITAL:**

**METHODIST HOSPITALS OF DALLAS,**
A Texas corporation,

By: _____
James C. Scoggin Jr.,
Chief Executive Officer
Date Signed: _____

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: | May 13, 2025 |
| Re: | Verdunity Fiscal Land Use Analysis |

**Action Requested:**
Consider and act to authorize a professional services agreement for a land use fiscal analysis by Verdunity, Inc. for an amount not to exceed $140,000. (Ranc)

**Background Information:**
As part of the City of Celina's adopted 2024 - 2026 Strategic Plan (Strategic Plan), City Council (Council) has expressed the goal to *Be the Ciy of the Future, Connected to the Past*. To achieve that goal, Council identified two key objectives:

- Prepare a financial plan by assessing the economic impact of various future outcomes
- Adopt a culture of foresight - implementing policies and procedures to understand the impact of today's decisions on Celina's future

To work towards achieving the goal and objectives stated in the Strategic Plan, staff is proposing a professional services agreement with Verdunity, Inc. to complete a land use fiscal analysis (LUFA) for the City. Verdunity is a Texas-based firm specializing in strategic consulting, fiscal analysis, fiscally-informed planning, and civil engineering services for local governments. Verdunity has worked with communities throughout Texas and the rest of the country. Verdunity's founder and CEO, Kevin Shepherd, has over 30 years of experience in community development, served as the National Director of HDR's Community Planning Practice, and has worked with close to 200 cities across North America, including over 100 cities in Texas.

The ultimate goal of a LUFA is, "to provide data, analysis, and related information in a variety of ways that enables and empowers city leaders to align [the] community's development and service

model with what citizens are willing and able to pay for - now and in the future." The LUFA will be completed in four phases:

1. "Strong Towns 101" and Concept Introduction Presentation/Work Session
2. GIS-Based Land Use Fiscal Assessment of Existing Conditions
3. Final LUFA Report Document
4. Presentation of Findings and Implementation of Recommendations

The concept introduction presentation will occur as part of the Council's upcoming strategic planning retreat. The full analysis is expected to take approximately six months. Following the completion of the LUFA, Verdunity will work with staff to build a spreadsheet-based tool to evaluate the costs, revenue, and fiscal impact of proposed development projects. A detailed description of the work which will be completed as part of the LUFA can be found in the attached proposal.

**Legal Review:**
The terms of the City's professional services agreement have been reviewed by the City's attorney.

**Supporting Documents:**
1. LUFA Staff Presentation
2. Celina Standard PSA - Verdunity
3. PSA Exhibit A - Scope of Work
4. PSA Exhibit B - Insurance Requirements - Professional Services

**Financial Consideration:**
Funding is available in the FY 2025 budget. Expenditure will not exceed appropriated funds, and funds will be committed at the issuance of a purchase order.

**Staff Recommendation:**
Staff recommends approval of the professional services agreement as presented.

# LAND USE FISCAL ANALYSIS – PROFESSIONAL SERVICES AGREEMENT

City Council Meeting
May 13, 2025

# 2024 – 2026 STRATEGIC PLAN

***Be the City of the Future, Connected to the Past***

- Prepare a financial plan by assessing the economic impact of various future outcomes

- Adopt a culture of foresight – implementing policies and procedures to understand the impact of today's decisions on Celina's future

# LAND USE FISCAL ANALYSIS

Provide data, analysis, and related information in a variety of ways that enables and empowers city leaders to align the community's development and service model with what citizens are willing and able to pay for – now and in the future.

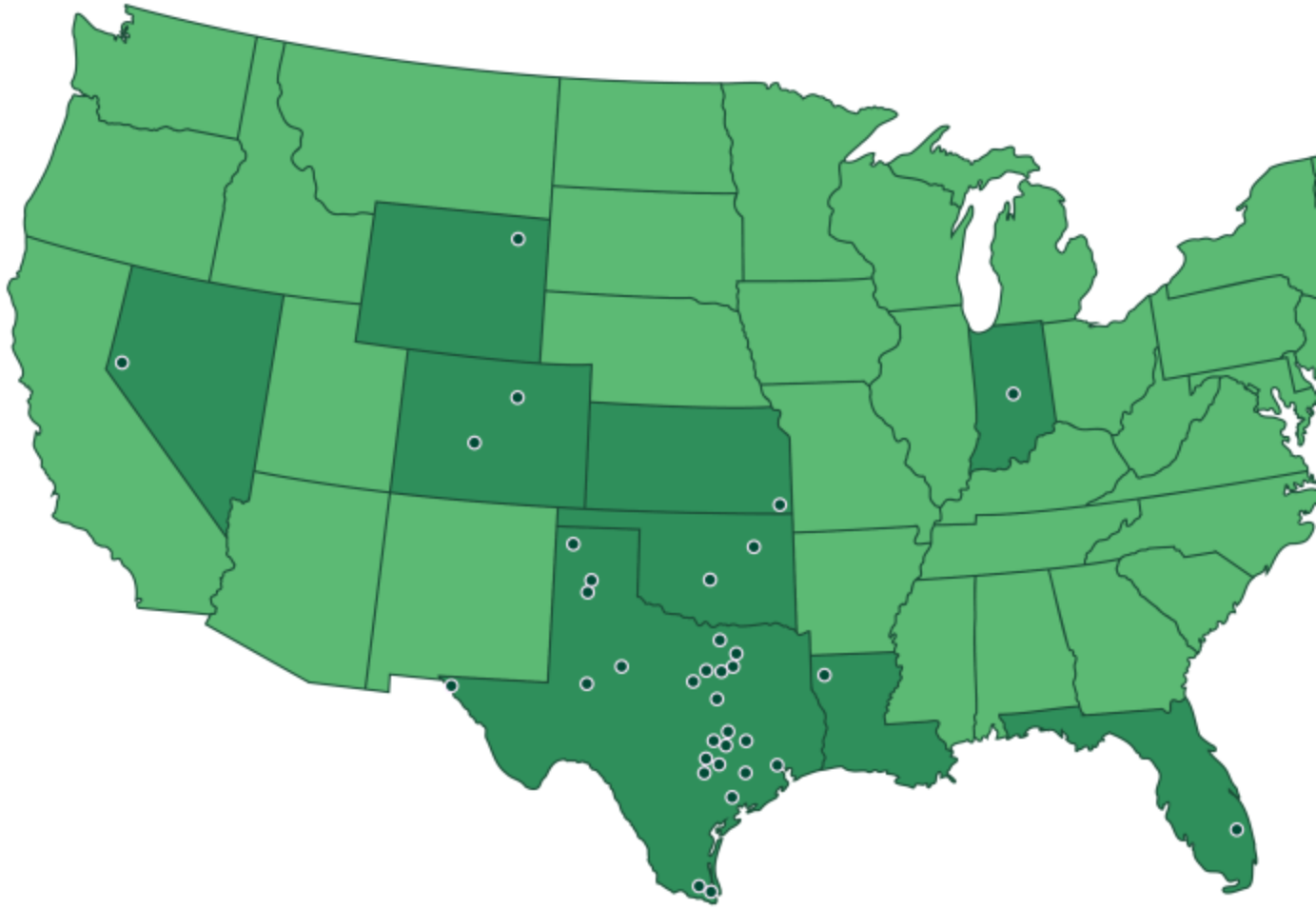
Four Phases:

1. "Strong Towns 101" and Concept Introduction Presentation/Work Session
2. GIS-Based Land Use Fiscal Assessment of Existing Conditions
3. Final LUFA Report Document
4. Presentation of Findings and Implementation of Recommendations

# Verdunity

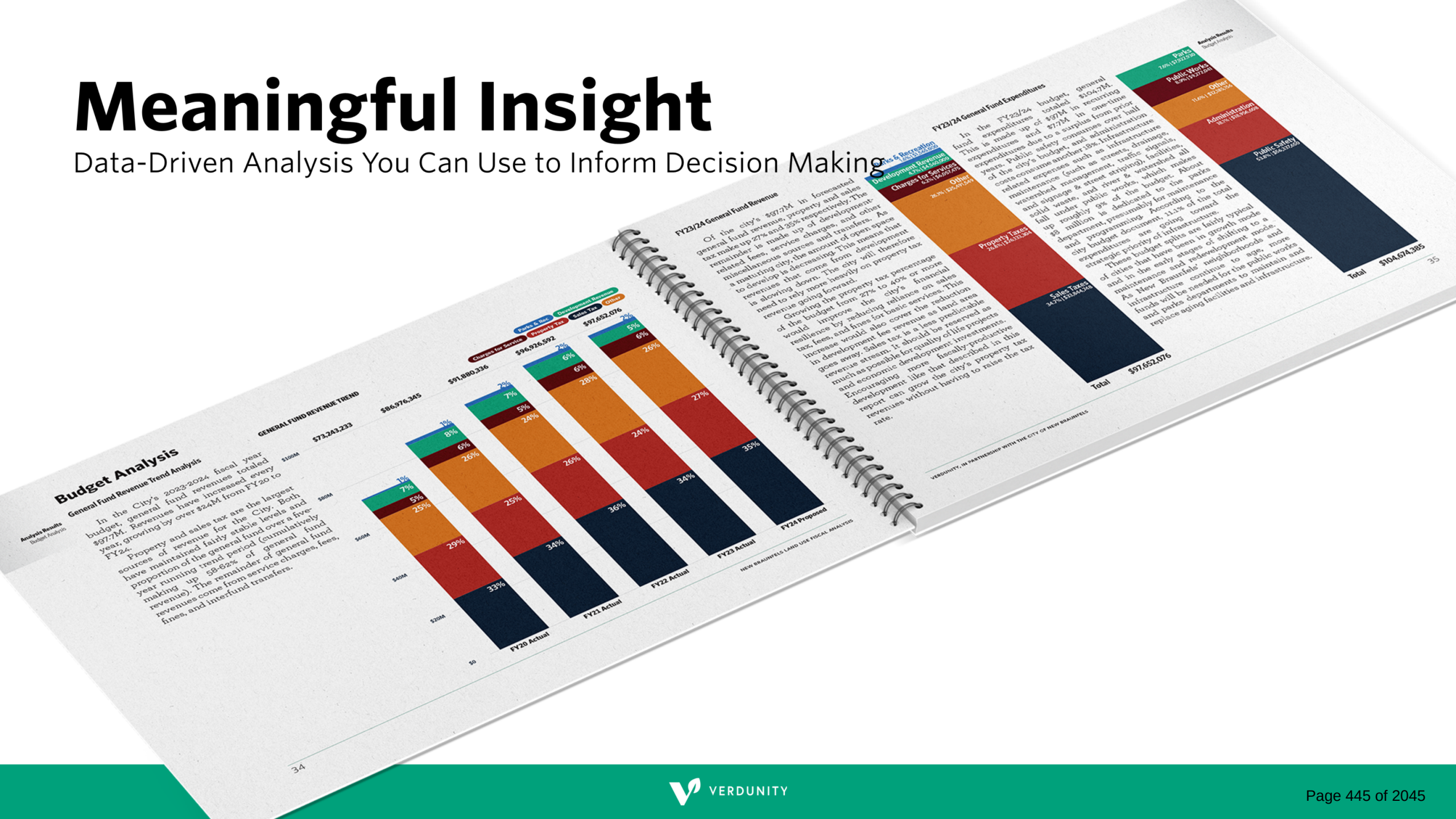
## Recent Nationwide Experience Quantifying Fiscal Realities for Municipal Clients

- Baytown, Texas
- Garland, Texas
- Hutto, Texas
- Erie, Colorado
- New Braunfels, Texas
- Addison, Texas
- Gillette, Wyoming
- Dalhart, Texas
- Kyle, Texas
- Liberty Hill, Texas
- Sweetwater, Texas
- Fernley, Nevada
- Waxahachie, Texas
- Killeen, Texas
- Pasadena, Texas
- Nacogdoches, Texas
- Temple, Texas
- Victoria, Texas
- El Paso, Texas
- Taylor, Texas
- Canyon, Texas
- El Campo, Texas,
- Pflugerville, Texas
- Brownsville, Texas
- Pilot Point, Texas
- Rancho Viejo, Texas
- Bastrop, Texas
- Fate, Texas



# Meaningful Insight

Data-Driven Analysis You Can Use to Inform Decision Making



# Meaningful Insight

## Data-Driven Analysis You Can Use to Inform Decision Making

### Multifamily Property Productivity

Multifamily properties were analyzed in a manner similar to how the smallplex units were done. The land use code B1 indicates parcels that contain buildings with five or more units in them. Broadly, this is a reasonable way to determine multifamily development across various scales. This approach picks up condos that are used as short-term rentals or seasonal hotel-like uses.

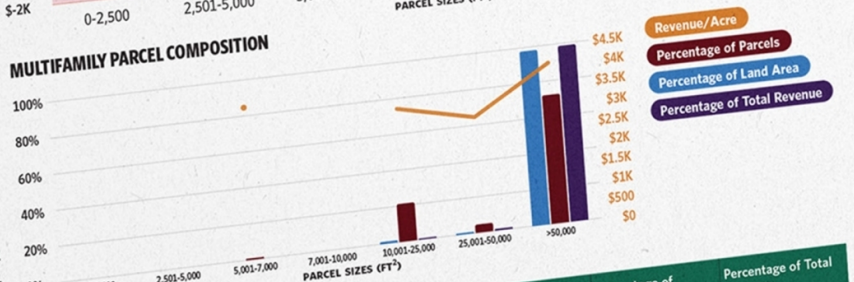
In New Braunfels, larger multifamily properties outperform smaller ones, bucking the trend of other subsets of residential. This can be attributed to most high-value, newer apartment complexes being the much larger suburban variety. When exploring the data further, even these often 'luxury' apartments don't outperform the more modest smallplex units on smaller lots shown on the previous page.

Another factor to consider is that there are very few neighborhood-scale apartments that sit on 10,000 square foot or smaller lots. These small apartments typically have eight to 10 units, are positioned on corner lots, and are often the most productive housing in a city. Smaller apartment buildings allow for more people in an area without compromising the character of single-family neighborhoods. Where possible, more of these should be encouraged.

**Analysis Results**
Residential Productivity

**$1,972**
Net Revenue/Acre Covering Budget & Unfunded Streets
Smallplexes 7,001-10,000 ft²

A rather striking observation made during this analysis was that every Smallplex category under 10,000 ft² outperformed every multifamily category *without exception.*




| Parcel Sizes (ft²) | Revenue / Acre | Average Imp. Value | Percentage of Land Area | Percentage of Parcels | Percentage of Total Revenue |
|---|---|---|---|---|---|
| 0 - 2,500 | $- | $- | 0% | 0% | 0% |
| 2,501 - 5,000 | $- | $- | 0% | 0% | 0% |
| 5,001 - 7,000 | $3,843 | $164,992 | 0% | 1% | 0% |
| 7,001 - 10,000 | $- | $- | 0% | 0% | 1% |
| 10,001 - 25,000 | $3,335 | $447,444 | 1% | 22% | 1% |
| 25,001 - 50,000 | $2,901 | $608,250 | 1% | 5% | 98% |
| >50,001 | $4,036 | $14,567,554 | 98% | 72% | 100% |
| **Total** | **$3,833** | **$10,639,938** | **100%** | **100%** | **100%** |

# PROJECT TIMELINE AND COST

| PHASE | TIMELINE | COST |
|---|---|---|
| Notice to Proceed | on or before May 26 | |
| Ph 1 - ST 101 Presentation | May-June | $10K |
| Ph 2 – Existing Conditions LUFA | June-August | $75K |
| Ph 3 – Final Report | Sept-Oct | $30K |
| Ph 4 – Present & Discuss Results | Oct-Nov | $10K |
| *TOTAL – BASIC SERVICES* | | *$125K (Lump Sum)* |
| | | |
| Addl Svc A - DFIA Tool Development | Nov-Dec | $15K |
| Development Analysis | As requested by | $2-10K per project |

# QUESTIONS?

**City of Celina, Texas**

**Standard Professional Services Agreement**

This Agreement is made by and between the City of Celina, Texas, a Texas home-rule municipality (Owner), and **VERDUNITY, Inc.** (Consultant) for **Land Use Fiscal Analysis and Associated Services** (Project). The Consultant shall commence the services for the respective project upon execution of the agreement and issuance of a purchase order.

## ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

1.1 THE CONTRACT

The Agreement is between the Owner and the Consultant, of which this Agreement is a part, and consists of the Contract Documents. It shall be effective on the date the last Party executes this Agreement.

1.2. THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and Exhibit A Proposal, Exhibit B Insurance Requirements, all Change Orders or Amendments issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2 are not Contract Documents and do not form part of this Agreement.

## ARTICLE 2: RECITALS

2.1 The City desires to have the Consultant perform the duties as described in Exhibit A; and

2.2 The Consultant has the knowledge, ability, and expertise to provide such services and

2.3 The City desires to engage the services of Consultant, as an independent Consultant and not as an employee, to provide services as set forth herein and in Exhibits A and B, which are attached hereto and incorporated herein.

## ARTICLE 3: TERM / TERMINATION

3.1 TERM

The term of this Agreement shall begin on the date of its execution by all Parties. This Agreement shall continue until Consultant completes the services required herein to the satisfaction of the City unless sooner terminated as provided herein.

3.2 TERMINATION

This Agreement may be suspended or terminated by either Party with or without cause at any time by giving written notice to the other Party. In the event suspension or termination is without cause, payment to the Consultant, in accordance with the terms of this Agreement, will be made based on services reasonably determined by the City to be satisfactorily performed to the date of suspension or termination. Such payment will be due upon delivery of all instruments of service to the City.

In the event that the City requires a modification of this Agreement with the Consultant, and in the event the Parties fail to agree upon a modification of this Agreement, the Parties shall have the option of terminating this Agreement. The City shall make payment to the Consultant in accordance with the terms of this Agreement for the services mutually agreed upon by the Parties to be properly performed by the Consultant prior to such termination date.

## ARTICLE 4: SCOPE OF SERVICES

4.1 SCOPE

The following services, when authorized in writing by a Notice to Proceed from the City, shall be performed by the Consultant in accordance with the City's requirements and as set forth in the attached Exhibit A, Scope of Services, and fees.

If there is a conflict between the above-quoted subjects and Exhibit A, then such a dispute shall be resolved pursuant to the provisions of Section 10.9 below.

4.2 AUTHORIZED AGENT

All work performed by the Consultant will be performed under this Agreement, signed by a duly authorized agent of the City as approved by resolution of the City Council of the City of Celina, Texas, and the designated authorized agent for the Consultant.

## ARTICLE 5: COMPENSATION / PAYMENT TERMS AND CONDITIONS

5.1 Compensation for the performance of Professional Services described herein shall be paid to the Consultant by the City monthly.

5.2 Work will be performed at the rates set forth in Exhibit A, which is attached hereto and incorporated herein by reference or as otherwise provided in negotiated fee schedules approved within this Agreement, if any.

5.3 Consultant payment for work under this Agreement shall be made in installments, billed not more frequently than once each month, upon receipt of invoices from the Consultant. If the City fails to make any payment due the Consultant within thirty (30) days after receipt of the Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month from said thirtieth day, unless there is a good faith refusal by the City to pay. Payment shall be remitted to the Consultant by the City as instructed on invoices.

5.4 Consultant shall submit an invoice for the prior month by the 10th of the following month.

## ARTICLE 6: TIME FOR COMPLETION

6.1 The Consultant's services and compensation under this Agreement have been agreed to in anticipation of orderly and continuous progress of the Assigned Project(s) through completion of the project(s). Specific periods of time for rendering services are set forth in Exhibit A to this Agreement, by which times defined services are to be completed.

6.2 If the City fails to give prompt written authorization to proceed with any phase of services after completion of the immediately preceding phase, the Consultant shall be entitled to equitable adjustment of rates and amounts of compensations to reflect reasonable costs incurred by Consultant as a result of the delay or changes in the various elements that comprise such rates of compensation, but in no event shall such compensation exceed the scope of services schedule of maximum payment unless a written amendment to this Agreement is executed between the Parties.

## ARTICLE 7: INDEMNIFICATION

**7.1 THE CONSULTANT 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 CONSULTANT, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS OR SUBCONTRACTORS, OR ANYONE ELSE UNDER THE CONSULTANT'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 CONSULTANT 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 CONSULTANT AS A MATTER OF LAW.**

**7.02 NOTHING CONTAINED HEREIN SHALL CONSTITUTE A WAIVER OF GOVERNMENTAL IMMUNITY IN FAVOR OF ANY PARTY.**

**7.03 CONSULTANT AGREES THAT IT IS AN INDEPENDENT CONTRACTOR AND NOT AN AGENT OF THE CITY, AND THAT CONSULTANT IS SUBJECT, AS AN EMPLOYER, TO ALL APPLICABLE UNEMPLOYMENT COMPENSATION STATUTES, SO FAR AS TO RELIEVE THE CITY OF ANY RESPONSIBILITY OR LIABILITY FROM TREATING CONSULTANT'S EMPLOYEES AS EMPLOYEES OF CITY FOR THE PURPOSE OF KEEPING RECORDS, MAKING REPORTS OR PAYMENTS OF UNEMPLOYMENT COMPENSATION TAXES OR CONTRIBUTIONS. CONSULTANT FURTHER AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AND REIMBURSE IT FOR ANY EXPENSES OR LIABILITY INCURRED UNDER SAID STATUTES IN CONNECTION WITH EMPLOYEES OF CONSULTANT.**

**7.04 CONSULTANT SHALL DEFEND AND INDEMNIFY AND HOLD THE CITY HARMLESS FROM ANY AND ALL CLAIMS, SUITS OR LIENS BASED UPON OR ALLEGED TO BE BASED UPON THE NON-PAYMENT OF LABOR, TOOLS, MATERIALS, EQUIPMENT, SUPPLIES, TRANSPORTATION AND MANAGEMENT COSTS INCURRED BY CONSULTANT IN PERFORMING THIS AGREEMENT.**

## ARTICLE 8: INSURANCE

8.1 Insurance

The Consultant shall provide and maintain insurance as listed in the insurance requirements document, Exhibit B.

## ARTICLE 9: DEFAULT

In the event Consultant fails to comply or becomes disabled and unable to comply with the provisions of this Agreement as to the quality or character of the service or time of performance, and the failure is not corrected within thirty (30) days after written notice by

City to Consultant, City may, at its sole discretion without prejudice to any other right or remedy.

(a) Terminate this Agreement and be relieved of the payment of any further consideration to Consultant except for all work determined by the City to be satisfactorily completed prior to termination. Payment for work satisfactorily completed shall be for actual costs, including reasonable salaries and travel expenses of Consultant to and from meetings called by the City at which Consultant is required to attend, but shall not include any loss of profit of Consultant. In the event of such termination, the City may proceed to complete the services in any manner deemed proper by the City, either by the use of its own forces or by resubmitting to others. Consultant agrees that any costs incurred to complete the services herein provided for may be deducted and paid by the City out of such monies as may be due or that may thereafter become due to Consultant under and by virtue of this Agreement.

(b) The City may, without terminating this Agreement or taking over the services, furnish the necessary materials, equipment, supplies and/or help necessary to remedy the situation, at the expense of Consultant.

**ARTICLE 10: MISCELLANEOUS**

10.1 Reuse of Documents:

All documents, including Maps, Plans, and Specifications, provided or furnished by the Consultant pursuant to this Agreement are instruments of service; and the Consultant shall retain ownership and property interest therein, whether or not the work is completed. The City may make and retain copies of any plans or specifications provided under this Agreement for the use by the City and others; such documents are not intended or suitable for reuse by the City or others on extension of the Project or on any other Project. Any such reuse without written approval or adaptation by the Consultant for the specific purpose intended will be at the City's sole risk and without liability to the Consultant.

10.2 Entire Agreement.

This Agreement constitutes the sole and only Agreement of the Parties and supersedes any prior understandings or written or oral agreements between the Parties with respect to this subject matter.

10.3 Assignment.

Neither this Agreement nor any duties or obligations under it shall be assignable by the Consultant without the prior written consent of the City. In the event of an assignment by Consultant to which the City has consented, the assignee or the assignee's legal representative shall agree in writing with the City to personally assume, perform, and be bound by all the covenants, obligations, and agreements contained in this Agreement.

10.4 Adjustments in Services/Amendment.

This Agreement may be amended by the mutual written Agreement of the Parties. Consultant shall not make any claims for extra services, additional services or changes in the services without a written agreement with the City prior to the performance of such services.

10.5 Governing law.

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas, and the venue for any action concerning this Agreement shall be in Collin County, Texas.

10.6 Notices.

All notices required by this Agreement shall be in writing and addressed to the following, or such other Party or address as either Party designates in writing, by certified mail, postage prepaid, or by hand delivery. Notices sent through email must receive a written reply notice from the recipient.

| **City of Celina** | **Consultant Mailing Address** |
|---|---|
| Purchasing | Verdunity, Inc. |
| 142 N. Ohio Street | 544 E. Wheatland Road |
| Celina, TX 75009 | Duncanville, TX 75116 |
| 469-813-4194 | 214-430-4450 |
| Contracts@celina-tx.gov | kevin@verdunity.com |

10.7 Legal construction.

In the event, any one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

10.8 Successors and Assigns.

(a) The City and Consultant each are hereby bound, and the partners, successors, executors, administrators, legal representatives, and assigns of City and Consultant are hereby bound to the other Party to this Agreement and the partners, successors, executors, administrators, legal representatives and assigns of such other Party in respect of all covenants and obligations of this Agreement.

(b) Neither the City nor the Consultant may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other Party except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. 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 this Agreement.

(c) Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by the Consultant to any Consultant, subcontractor, supplier, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than the City and the Consultant.

10.9 Prohibition against Boycotting Of Israel

The City is legally prohibited from contracting for goods and services unless the contract contains written verification from the provider that it does not, and will not during the term of the Agreement, boycott Israel as described in Texas Government Code §2270. By

submitting a response to this solicitation, Provider verifies that it does not and will not, during the term of this Agreement boycott Israel.

10.10 Severability

Any provision or part of this Agreement that is held to be void or unenforceable under any law or regulation or by a court of competent jurisdiction shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that this Agreement 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.

10.11 Captions

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretations of the provisions set forth herein.

10.12 Counterparts

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

| **CITY OF CELINA** | **CONSULTANT** |
|---|---|
| | Kevin Shepherd |
| Robert Ranc, City Manager | Kevin Shepherd, President/CEO |
| | **Printed Name** |
| | 5/8/2025 |
| Date | Date |

**Council Approved:** _____

Exhibit A: Proposal – Scope of Work / Fees
Exhibit B: Insurance Requirements

May 8, 2025

Robert Ranc
City Manager
City of Celina, Texas

**Reference:** **Proposal for Professional Consulting Services**
**Land Use Fiscal Analysis and Associated Services**

Mr. Ranc,

Thank you for inquiring about Verdunity's experience with fiscal impact analysis and fiscally-informed planning, development, and community engagement. Per your request, I am pleased to submit this proposal for your consideration. Details of our proposal are outlined below.

## PURPOSE AND NEED

One of the primary challenges facing city leaders across the country is how to address growing infrastructure and service cost liabilities with limited resources. At the same time, housing costs are on the rise and citizens' ability and/or willingness to pay more for services is limited. To cultivate lasting prosperity, growth and development must be strategically managed between infill and greenfield projects to ensure the City will have sufficient revenue to cover the costs for infrastructure and public services now *and in the future* while also keeping housing and living costs manageable for residents.

Celina (City/CLIENT) is currently experiencing rapid growth, where new residential and commercial development is being put in by developers and the City's service area is expanding over a broad area. This new development is contributing to growth in City revenues, which provides a surplus to cover public services. However, current budget procedures do not fully account for the long-term service and infrastructure costs that the City is responsible for once the developers leave town. Our work has shown that these costs, particularly future replacement of streets and other infrastructure, are significantly more than current budgets can account for. Older cities and suburbs that did not plan for these costs and lowered tax rates during the growth phase are now being forced to make difficult decisions between raising taxes and fees and/or cutting services to bring these costs in alignment with revenues.

***Now is the ideal time for Celina to discuss the fiscal impacts of development decisions and use data and analytics to align the City's development and service model with what residents are willing and able to afford.*** The City has requested Verdunity's assistance to complete a GIS-based land use fiscal assessment and associated education efforts to aid in this effort.

## PROPOSED APPROACH – Using Fiscal Analysis as a Common Language to Cultivate Fiscal Health (for the City) and Local Wealth (for Residents and Businesses)

Verdunity is a Texas-based community consulting firm that helps city leaders align vision, policy, and investments with what residents are willing and able to pay for so that you can:

- ✓ Improve your city's fiscal health and close your resource gap;
- ✓ Make meaningful progress right now with the resources you have; and
- ✓ Cultivate a local economy and neighborhoods that are vibrant, diverse, and resilient.

Our modeling approach and associated services help city leaders and residents to better understand the relationship between growth and development patterns, property tax and other revenue sources, and long-term infrastructure and service costs – *including understanding how to generate additional tax revenue without having to raise the tax rate.* This information can be used to inform future land use and zoning decisions, economic development and housing incentives, capital improvement programs, service delivery optimization efforts, grant applications, and more.

*Our ultimate goal is to provide data, analysis, and related information in a variety of ways that enables and empowers city leaders to align your community's development and service model with what citizens are willing and able to pay for - now and in the future.*

**BASIC SERVICES**

**Phase 1: "Strong Towns 101" and Concept Introduction Presentation/Work Session.** Verdunity's Founder/CEO (Kevin Shepherd) and Project Manager (Joshua McCarty) will present a high-level overview of economics of land use, why our states and cities are facing growing infrastructure funding gaps, and strategies to cultivate fiscal health and local wealth in the community. The presentation will be followed by a facilitated discussion to learn more about the challenges and opportunities in your community so we can determine how the fiscal analysis process can be most helpful to you. Tasks and deliverables in this phase will include:

- Project kickoff call with City Staff
- Presentation and workshop preparation
- In-person workshop presentation and discussion (approximately 2 hours)
- *Deliverable(s): Copy of presentation slides*

**Phase 2: GIS-Based Land Use Fiscal Assessment (LUFA) of Existing Conditions.** This analysis focuses on the relationship between existing development patterns in the city limits, the tax revenues generated by this development and the general fund costs currently budgeted to serve them, and projected service and street infrastructure costs that will be required in future years. The assessment will include the following information for all parcels inside the city limits:

1) Appraised values and property tax levy revenue by parcel;
2) Property tax revenue per acre by parcel;
3) Sales tax revenue and other relevent revenue as available
4) Service cost allocation and net revenue per acre (sometimes referred to as a profit and loss map) for budgeted costs;
5) Unfunded liability cost allocation (future anticipated public services and street replacement costs) and net revenue per acre for budgeted costs plus unfunded liabilities.
6) Guidance for the fiscal performance of different development types/land uses

This modeling and mapping help illuminate which parcels and development patterns in the city generate more in property tax revenue than they cost to serve and which parts of the community require subsidies from other sources such as sales tax to cover basic services. Verdunity (VU) will use a combination of recent budget documentation, available GIS data, and the most recent certified tax rolls from the county appraisal district. Results of the budget analysis and modeling will be organized into a series of maps, charts, and supporting context examples to summarize and explain findings and recommendations. The results will be presented to staff and council members via a work session or normal meeting.

Tasks and deliverables in this phase will include:

- Data Collection and Formatting
    - Data request and collection – VU will provide a written letter outlining the data requested to the City and the Appraisal District and send a link to a Dropbox folder to share the files.
    - Data review and formatting – Data will be organized, formatted, and cleaned as needed to support the required analysis.
- Revenue Analysis
    - Property tax revenue mapping (using most recent certified tax roll data from applicable Appraisal District(s)
    - Sales tax revenue analysis, using available sales tax data as supplied by Staff.
    - Cursory review of other revenue sources, such as utility rates, street and stormwater fees, etc.
    - Summarize how revenues are split between property tax, sales tax, development-related revenue, and other funding sources.
- Population and Development Pattern
    - Review the City's population growth and annexation by decade
    - Prepare maps and charts explaining the city's trends in population density, city limit size, housing, and land use/zoning
- Budget Review & Cost Allocation
    - Assessment of the last three years of budgets, ACFRs, and any other available documents containing information regarding the City's collection of revenue and provision of services
        - *Note: this study focuses primarily on services covered by the General Fund. A cursory review of enterprise fund services such as utilities, waste collection, and parks will be completed for high-level context on how these services are connected to the development pattern. Deep-dive analysis on these services is available as Additional/Optional services or as part of a separate Impact Fee Study.*
    - Existing and projected facility and infrastructure costs will be estimated and allocated to parcels using methodology developed with, and approved by Staff
    - Prepare slide summary with budget trends and cost allocation options
    - Videoconference with Staff to discuss initial takeaways and questions from the budget assessment and get input on infrastructure and service cost allocation process and metrics
- Parcel Revenue and Cost Analysis
    - Allocate CAD data and property tax revenue to parcels within the City limits
    - Refine revenue allocation for parcels with business and personal property tax
    - Map any other revenue source that is significant to the fiscal story and is spatially relevant and available.
    - Allocate budget costs and unfunded liability costs to parcels using the data and process agreed to in Staff meeting
    - Create analysis summary graphics to present findings by state land use code, current zoning districts, and/or special districts (TIF, TIRZ, MUD, MDD, etc)
    - Prepare map and support information for Top 10 parcels
- Mapping
    - Produce 2D and 3D maps of assessed value and assessed value per acre for all parcels in the County

    - Produce 2D and 3D maps of assessed value and assessed value per acre, tax revenue/acre, net/acre (budget), and net/acre (budget + unfunded liabilities) for parcels in the City limits
- Slide Summary (Draft Results)
    - Prepare expanded slide summary with budget review, cost allocation methodology, draft analysis charts, and maps
    - Videoconference with Staff to share draft analysis information for feedback
    - Incorporate staff comments and finalize modeling
    - *Deliverable(s):Copy of presentation slides*

**Phase 3: Final LUFA Report Document.** Once the analysis and mapping is complete, VU will produce a final formatted report document with expanded text, graphics, and recommendations. Tasks and deliverables in this Phase will include:

- Summary Report
    - Prepare draft summary report (V1)
    - *Deliverable: Draft Land Use Fiscal Analysis (LUFA) Report (V1)*
    - Videoconference with Staff to discuss V1 comments
    - Incorporate staff comments and prepare final report (V2)
    - *Deliverable: Final Land Use Fiscal Analysis (LUFA) Report (V2)*
    - *Deliverable: Final GIS and supplementary files associated with the LUFA model*

**Phase 4: Presentation of Findings and Implementation Recommendations.** Once the analysis is complete, the VU team will come to the city for a full day to present the LUFA results, discuss how the results impact the City's ongoing efforts, and develop an action plan to incrementally close the City's resource gap. The exact agenda for the trip will be determined with staff. Tasks and deliverables in this Phase will include, at a minimum:

- Meeting with the City Manager and Department Heads
- Meeting with the Planning & Development Services staff
- Joint meeting with Council and P&Z
- A Town Hall style presentation of the high-level concepts and takeaways for the community is also encouraged
- *Deliverable(s): Copy of presentation slides*

**ADDITIONAL SERVICES**

**A. Development Fiscal Impact Analysis (DFIA) Tool.** Verdunity will work with staff to build a spreadsheet-based tool to evaluate the costs, revenue, and fiscal impact of proposed development projects. The FIA will encompass a long-term analysis that considers the first full life cycle of infrastructure (40+ years) and includes guidance for assumptions, parameters, and other requirements. Reports from the analysis can be generated and included in packets for Planning Commission and Council so that decision makers have a clearer understanding of how development decisions impact current and long-term fiscal health.

Once the tool is built, Verdunity can be available on a retainer basis to run developments through the model (with costs charged back to developers similar to traffic and utility modeling), or we can conduct a training session with staff and hand things off for staff to run the analysis in-house. *Note: A GIS-based option for this tool is an option, but we recommend building a spreadsheet version as an interim step before investing resources into coding into GIS.*

## YOUR INVESTMENT

**We believe investing in quantifying and communicating your resource gap and developing a standardized process for developers and the City to collaborate to build a fiscally sustainable community is one of the most productive and high-returning investments a community can make.** Community leaders will gain clarity about the relationships between development, revenue and costs and have tools to make more informed decisions, and developers will have a standard process to follow. Most importantly, the City will have a framework to align its development and service model with what residents are willing and able to pay for – now and in the future. We are proposing to complete the work described above for the following fees:

### BASIC SERVICES

The work outlined as Basic Services above will be completed for a **lump sum fee of $125,000.** A more detailed breakdown of costs by phase is outlined with the Project Schedule below. Work will be billed monthly based on percent complete of the total contract. All invoices will be accompanied by a progress report summarizing work completed, work anticipated for the next month, and any critical items requiring staff assistance.

### ADDITIONAL SERVICES

Creation of the Development Fiscal Impact Analysis (DFIA) Tool (spreadsheet-based) will be completed for a **lump sum fee of $15,000**.

If requested, support for analysis of proposed development projects will be completed on an hourly basis. Analysis costs will range from $2-10K per project, dependent on project size and complexity.

As planners and economic development professionals, we see opportunity everywhere. That said, politicians and decision makers are not easily swayed by creative thinking and tend to be risk-averse when it comes to heretofore unheard of re/development strategies and tactics.

So, how do we easily translate our tactics and well-informed best practices into a language the everyone can hear and understand -- the language of money? Enter Verdunity, a team that speaks the native tongue of the engineer, have the hearts of planners, and the minds of financial officers. Those skills combine to produce an easily understood set of scenarios, maps and accompanying data that communicate the positive/negative effects of any given land use decision on a City's tax base.

When decision makers can see and easily conclude where and how money is lost or gained- all of us win; especially the taxpayers.

**Sheena Salvino**
**Redevelopment Manager - Pasadena, TX**

## PROJECT SCHEDULE

The work outlined in the Basic Services above will be completed according to the following timeline, contingent on prompt staff reviews, and availability of staff, elected and appointed officials, and other participants for meetings.

| PHASE | TIMELINE | COST |
|---|---|---|
| Notice to Proceed | on or before May 26 | |
| Ph 1 - ST 101 Presentation | May-June | $10K |
| Ph 2 – Existing Conditions LUFA | June-August | $75K |
| Ph 3 – Final Report | Sept-Oct | $30K |
| Ph 4 – Present & Discuss Results | Oct-Nov | $10K |
| *TOTAL – BASIC SERVICES* | | *$125K (Lump Sum)* |
| | | |
| Addl Svc A - DFIA Tool Development | Nov-Dec | $15K |
| Development Analysis | As requested by | $2-10K per project |

## TERMS OF ENGAGEMENT

This proposal is valid for a period of 45 days from the date of this proposal. After this period, we reserve the right to adjust pricing based on our costs and rates at that time. This information was prepared specifically for the CLIENT and its designated representatives and may not be provided to others without Verdunity's written permission.

Work will be completed using the City's standard contract terms. Acceptance of this proposal indicates the City's review and understanding of the scope of services, fee and terms. We are prepared to begin work within 2 weeks after receiving an executed agreement and written notice to proceed (email is acceptable).

If you have any questions about this proposal, please give me a call at 214-425-6720 or email me at kevin@verdunity.com. We look forward to partnering with staff and city leadership to help cultivate fiscal health and local wealth in your community!

Respectfully Submitted,

**VERDUNITY, Inc.**
Texas Registered Engineering Firm F-13496

Kevin Shepherd, P.E.
Founder & CEO

Accepted By:

**CITY OF CELINA, TEXAS**

_____
By

_____
Name & Title

_____
Date

**EXHIBIT B**

**INSURANCE REQUIREMENTS**
**PROFESSIONAL SERVICES PROJECTS/CONSULTANTS**

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

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

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

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

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

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: | May 13, 2025 |
| Re: | Silo Crossing PID Creation Resolution |

**Action Requested:**
Conduct a public hearing to consider public comment regarding the creation of the Silo Crossing Public Improvement District and act upon a Resolution creating the Silo Crossing Public Improvement District.(Stovall)

**Background Information:**
The City received a petition on February 12, 2025 from Willard 130 LBC, 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).

On April 8, 2025, City Council accepted the PID petition and called for a public hearing on May 13, 2025. All public notices were completed in accordance with State law. If City Council approves the creation of the PID, staff will work with the developer and bring a preliminary service and assessment plan to the City Council for consideration.

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.
- **Council holds a public hearing and considers approving the creation of the PID.**
- Staff will work with the developer on each phase of the PID in compliance with the City's PID Policy.

- Staff will bring a Service and Assessment Plan (SAP) for each phase to City Council for consideration. The SAP establishes the assessments on each property within the PID.

Total project costs and assessments are determined when an SAP is developed or updated with each phase of the PID. The total assessments on properties within the PID will be restricted by the City's PID Policy, which limits assessments based on the total estimated overlapping tax rate. The maximum overlapping tax rate allowed by the Policy is the highest overlapping tax rate on existing properties in the City at the time.

The Resolution before City Council is to create the Silo Crossing Celina PID. The Resolution does not establish any assessments.

**Legal Review:**
Legal has completed thier review.

**Supporting Documents:**
1. Silo Crossing PID Creation Presentation
2. Celina Silo Crossing PID 2025 - Creation Resolution

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends approval.

# THE SILO CROSSING PUBLIC IMPROVEMENT DISTRICT - CREATION

City Council Meeting
May 13, 2025

# PID CREATION

- Public Improvement District
  - Petitioners: Willard 130 LBC, LLC.

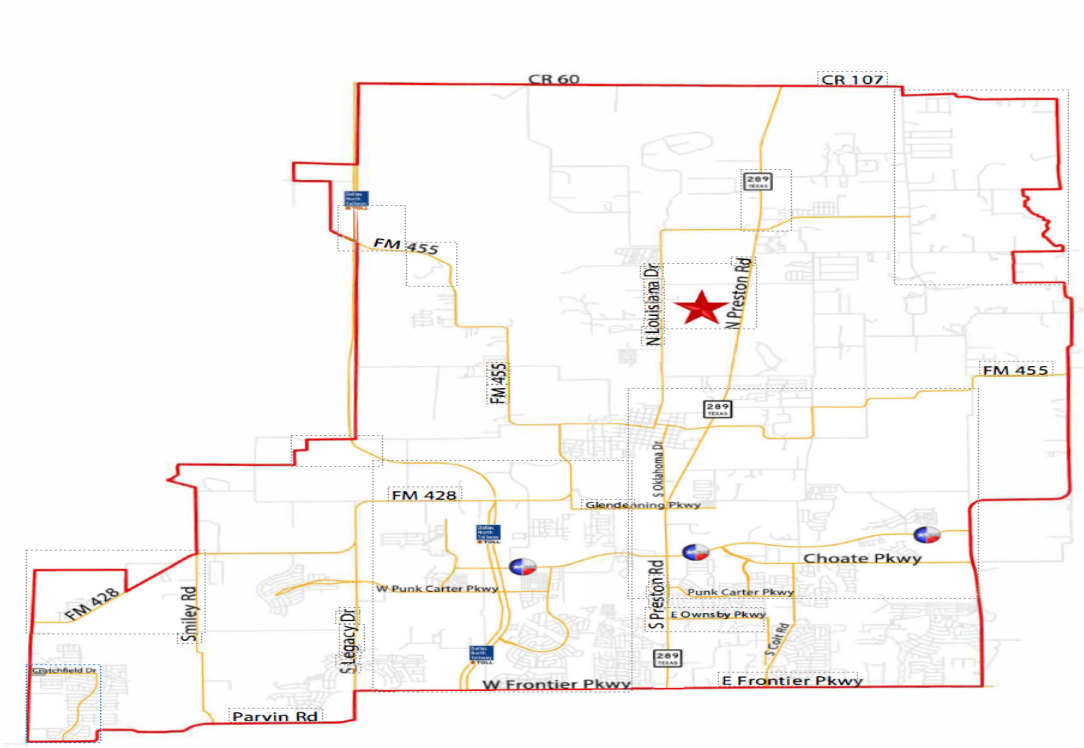
- In February, City staff received a petition to establish the Silo Crossing PID

- At the April 8th meeting, City Council accepted the petition and called for a public hearing for May 13.

- Public notices were completed in the Celina Record and a public hearing and action to approve was scheduled for the May 13th City Council meeting.

# 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. 2025-___R**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS AUTHORIZING AND CREATING THE SILO CROSSING 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.**

**WHEREAS,** the City of Celina, Texas (the "City"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "Act"), to create a public improvement district within its City limits or its extraterritorial jurisdiction; and

**WHEREAS,** on February 12, 2025, the owner of (1) taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located, and (2) real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal (the "Petitioner"), submitted and filed with the City Secretary a petition ("Petition") requesting the establishment of a public improvement district for property within the extraterritorial jurisdiction of the City; and

**WHEREAS,** the Petition requested the creation of the Silo Crossing Public Improvement District (the "District"), which District is located within the extraterritorial jurisdiction of the City and is more particularly described by metes and bounds in **Exhibit A** (the "Property") attached hereto and incorporated herein for all purposes; and

**WHEREAS,** the City Council of the City (the "City Council") has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS,** after publishing notice in the *Celina Record*, an official newspaper of general circulation in the City and in the part of the extraterritorial jurisdiction in which the District will be located or the improvements are to be undertaken and mailing notice of the hearing, all as required by and in conformity with the Act, the City Council conducted a public hearing on the advisability of the improvements and services on May 13, 2025; and

**WHEREAS,** the City Council closed the public hearing on the advisability of the improvements and services on May 13, 2025.

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

SECTION 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. The Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with Section 372.005 of the Act.

SECTION 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), 372.009(b), and 372.010, the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on May 13, 2025, hereby finds and declares:

(a) **Advisability of the Proposed Improvements**. It is advisable to create the District to provide the Authorized Improvements (as defined and described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) **General Nature of the 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").

(c) **Estimated Costs of the Authorized Improvements**. The estimated 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.

(d) **Boundaries of the District.** 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 in the metes and bounds description in **Exhibit A** attached hereto.

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

(f) **Apportionment of Costs**. 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.

(g) **Management of the District.** The District shall be managed by the City. The City may contract with a private company for District administrative services.

(h) **Advisory Board.** The District shall be managed without the creation of an advisory body.

SECTION 4. The Silo Crossing Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before May 20, 2025, in accordance with the Act, to file a copy of this Resolution authorizing the District with the county clerk of each county in which all or part of the District is located.

SECTION 6. Effective upon the date of the passage of this Resolution, the District shall be established.

SECTION 7. This Resolution is effectively immediately from and after the date of its passage in accordance with law.

*[Execution page follows]*

**ADOPTED, PASSED, AND APPROVED** on this the 13th day of May, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(CITY SEAL)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on _____, 2025, by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

**EXHIBIT A**

**METES AND BOUNDS DESCRIPTION OF THE PROPERTY**

**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.

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: | Haley Yansky |
| Date: | May 13, 2025 |
| Re: | Willard Tract (Silo Crossing) - C-3 Expedited Annexation |

**Action Requested:**
Conduct a public hearing to consider and act upon an Ordinance on the voluntary annexation of approximately 131 acres; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Silo Crossing (Willard Tract) – C-3 Expedited Annexation). (Mohan)

**Background Information:**
This item is related to the annexation of approximately 131 acres, generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the City's Extraterritorial Jurisdiction (ETJ). The City Council approved a Development Agreement for the subject property in October 2024 that outlined the future annexation and zoning of the subject property. As such, the applicant requests to voluntarily annex the property and provide the appropriate zoning in conformance with the governing Development Agreement. Please refer to the attached documents, as well as the associated zoning item, for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

- **Annexation (Public Hearing) - Voluntary annexation of the subject property**
- Zoning (Public Hearing) - Zoning the property for future development

**Legal Review:**
This annexation follows a standard template approved by the City Attorney's Office.

**Supporting Documents:**

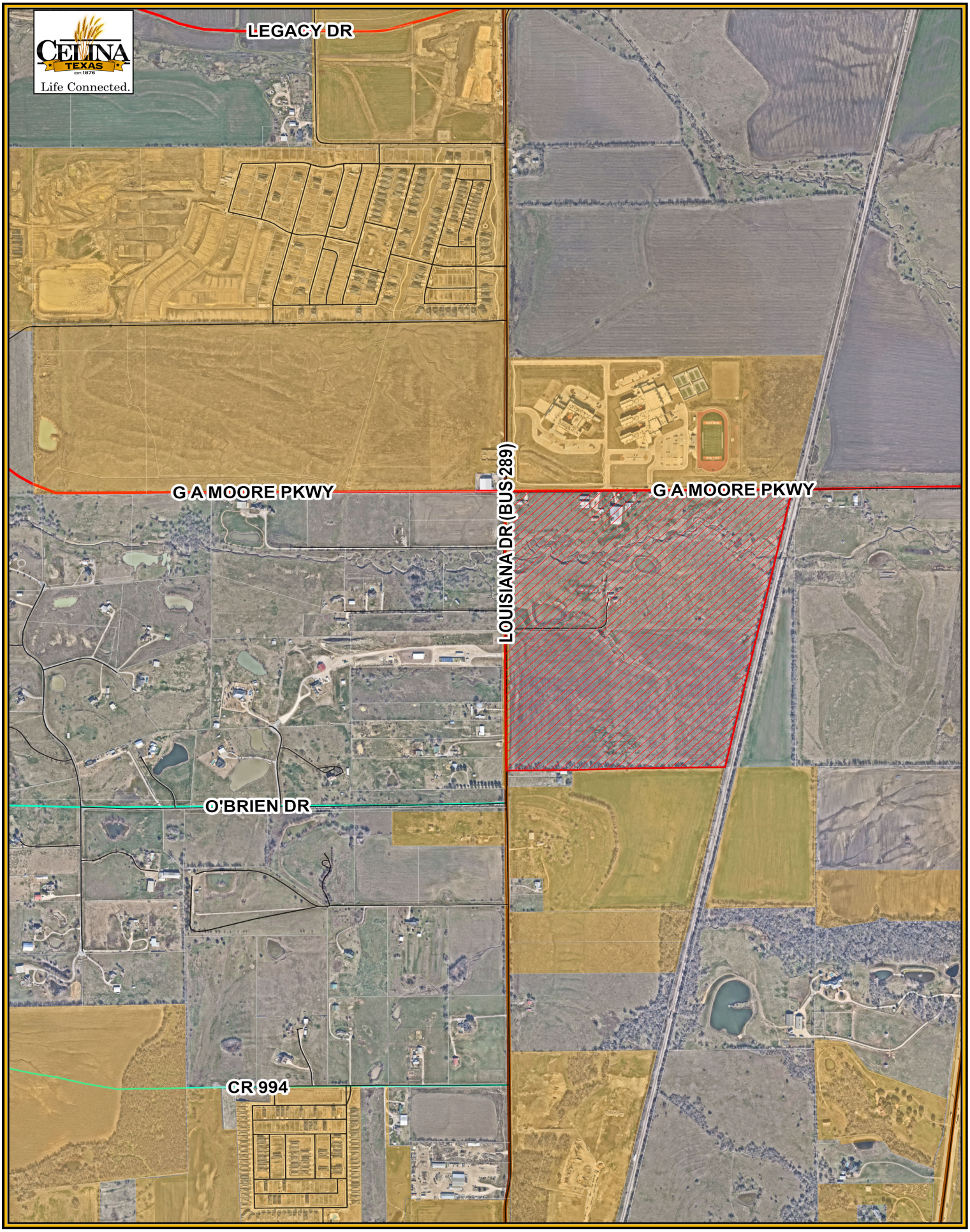
1. Location Map
2. Staff Presentation
3. Draft Annexation Ordinance
4. 114_WillardTract_10082024

**Financial Consideration:**

N/A

**Staff Recommendation:**

Staff recommends approval as presented, in accordance with the approved Development Agreement.




## Legend

- Subject Property
- City Limits
- Roads
- Parcels

# Willard Tract Location Map

**City of Celina**

3/17/2025

N
W E
S

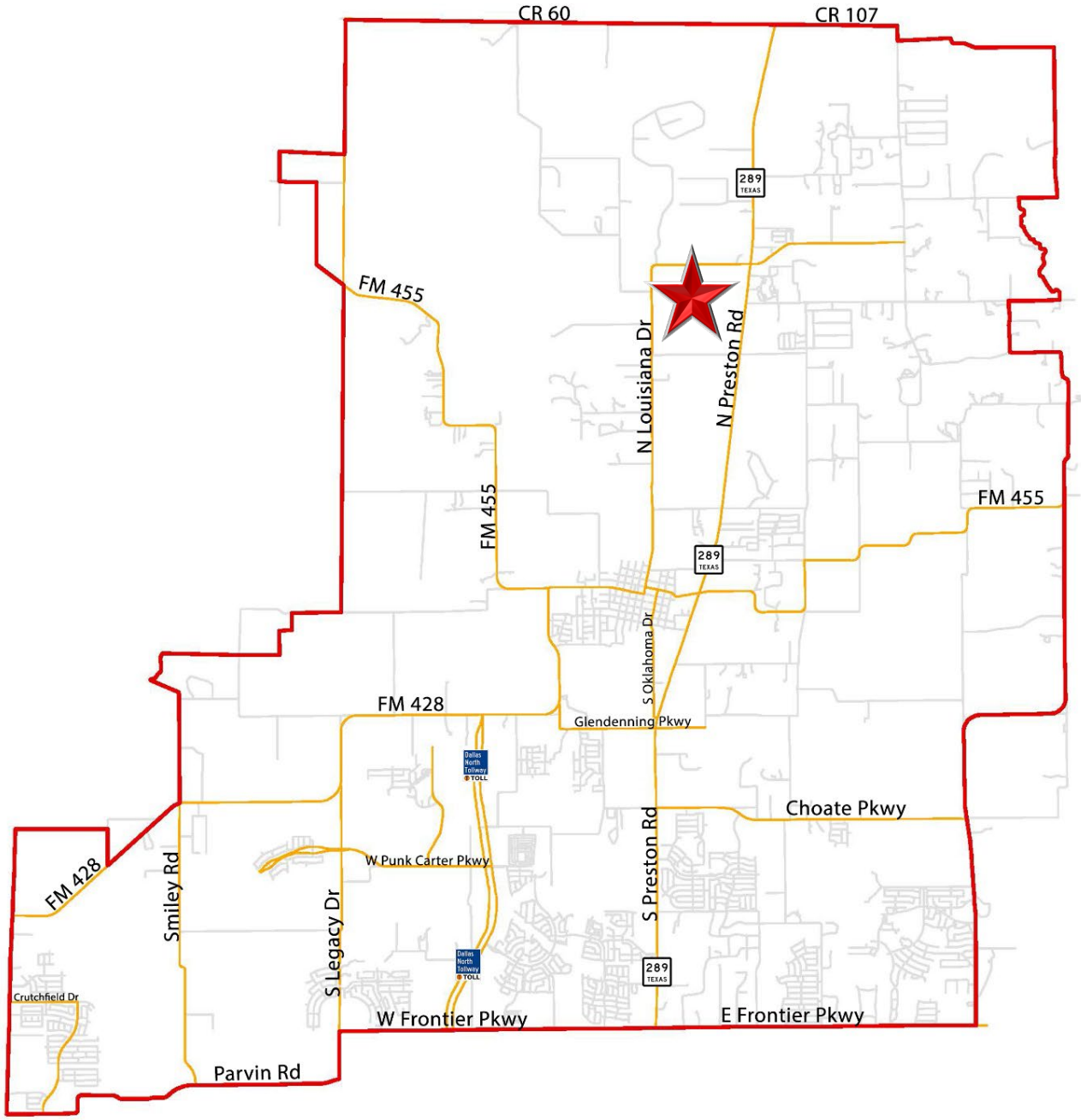
0 500 1,000

Feet

# SILO CROSSING (WILLARD TRACT)

## Annexation & Planned Development

City Council
May 13, 2025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TEXAS
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N Louisiana Dr
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S Oklahoma Dr
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Dallas North Tollway TOLL
Choate Pkwy
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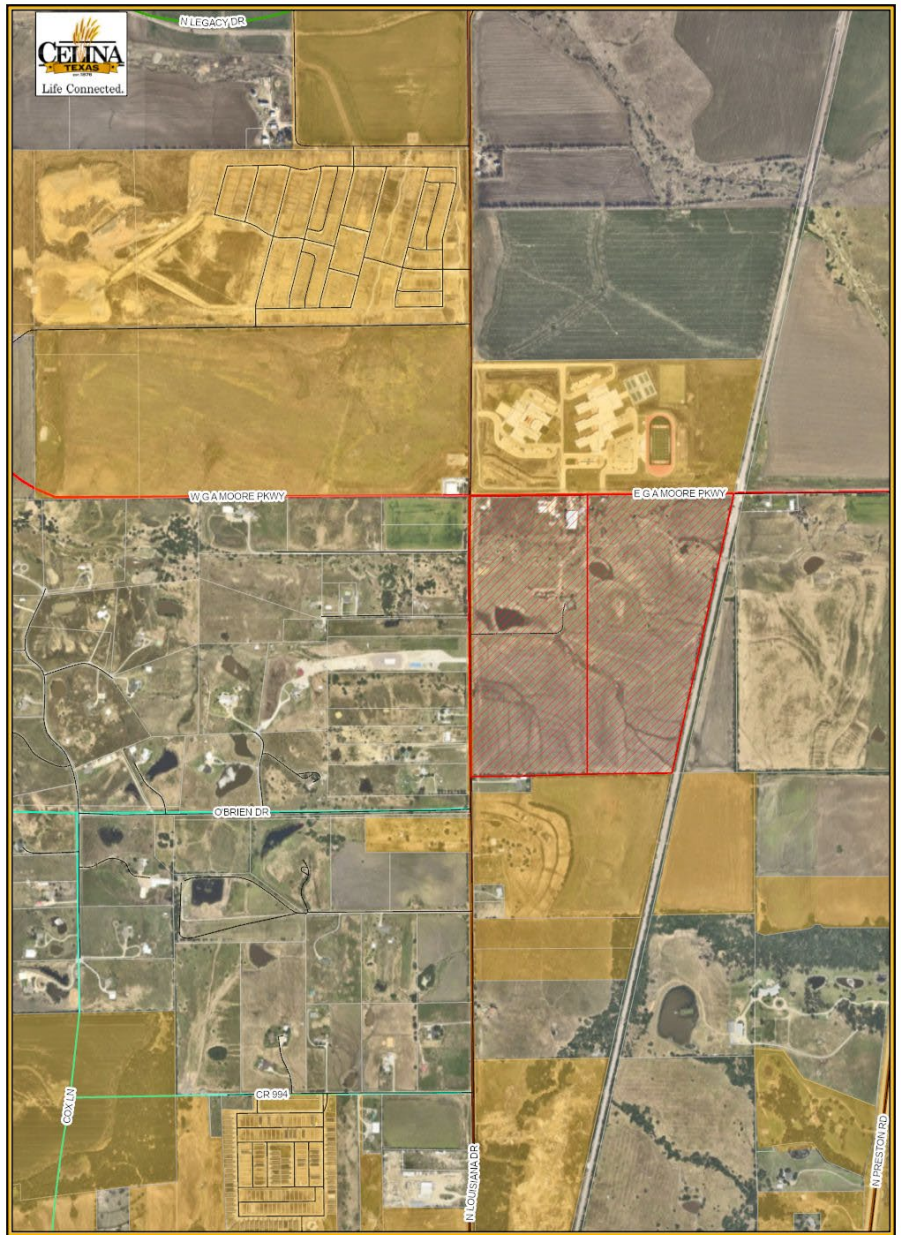



# LOCATION MAP

The subject property is generally located at the southeast corner of GA Moore Parkway and Louisiana Drive

# BACKGROUND

- The subject property is approximately 131 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop a new single-family neighborhood along with some commercial uses
- A Development Agreement was approved by the City Council in October 2024 that outlines the future annexation and zoning for the property
- The applicant's request is to annex and zone the property to a Planned Development (PD) that conforms to the approved Development Agreement

# CONCEPT PLAN

**SITE KEY: ± 130.5 ACRES**

**SINGLE FAMILY: ±325 LOTS | ± 98.2 AC**

- 55' X 120': ± 236 LOTS
- 65' X 120': ± 89 LOTS
- OPEN SPACE: ± 20.0 AC (19.6 AC REQ)
- SUBSTANDARD LOT DEPTH (MINIMUM DEPTH 102')

**COMMERCIAL/FLEX: ±53 LOTS | ± 14.3 AC**

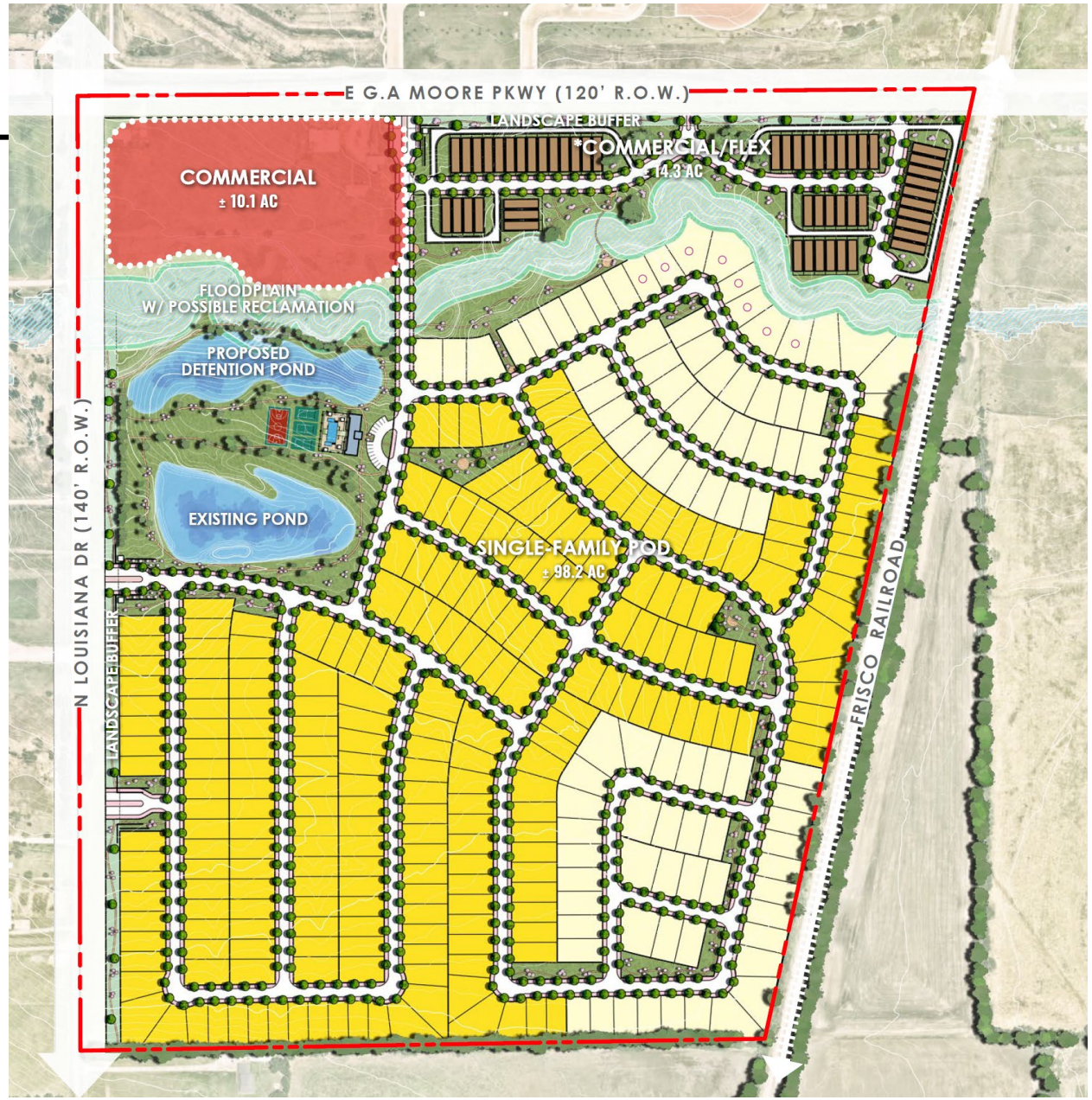
- 30' X 115': ± 53 LOTS

- SITE BOUNDARY: 130.5 AC
- OFF-SITE R.O.W. DEDICATION ALONG N. LOUISIANA DR & G.A. MOORE PKWY: ± 7.9 AC
- COMMERCIAL: ± 10.1 AC
- FLOODPLAIN W/ POSSIBLE RECLAMATION & ACCESS EASEMENT: ± 7.4 AC

NOTES:

1. CONCEPT PLAN IS SUBJECT TO DRAINAGE STUDY. POND LOCATION AND SIZING TO BE CONFIRMED AT THE TIME OF DEVELOPMENT. CURRENTLY ASSUMED 5% OF EACH DRAINAGE AREA WILL BE DETAINED.
2. SINGLE FAMILY IS SUBJECT TO 20% OPEN SPACE.
3. A MINIMUM OF 10.1 ACRES OF COMMERCIAL WILL BE PROVIDED, SUBJECT TO TXDOT LAND TAKING OF G.A. MOORE PARKWAY. ONE-HALF OF THE ADJACENT FLOODPLAIN CAN BE USED IN THIS REQUIREMENT.
4. LAND USE ACREAGES INCLUDES AREA TO THE CENTERLINE OF THE CREEK AND EXCLUDES ROW DEDICATION FOR G.A. MOORE PARKWAY AND LOUISIANA DRIVE.

*COMMERCIAL/FLEX ALLOWS ANY CITY APPROVED COMMERCIAL USE OR ATTACHED/DETACHED TOWNHOMES.



# OVERVIEW

The proposed PD allows for the following land uses:

- The single-family detached tract includes 55' & 65' (25% minimum) wide lots with no alleys
- The Flex area allows for Townhomes and Commercial land uses (min. 8 acres)
- No multi-family uses are proposed

# POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- City standards apply (architecture, landscape, etc.)
- A new neighborhood does not conflict with the City's long-range plans
- The commercial at the corner provides needed neighborhood services

# RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in April
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests

**CITY OF CELINA, TEXAS**
**ORDINANCE NO. 2025-_____**
**SILO CROSSING (WILLARD 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 131 ACRE TRACT OF LAND, COLLIN COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AND GRAPHICALLY DEPICTED IN EXHIBIT "A", SUCH TRACT IS GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GA MOORE PARKWAY AND LOUISIANA DRIVE, 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 13th day of May, 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 25th day of April, 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 13th day of May, 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 all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00 acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract;

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

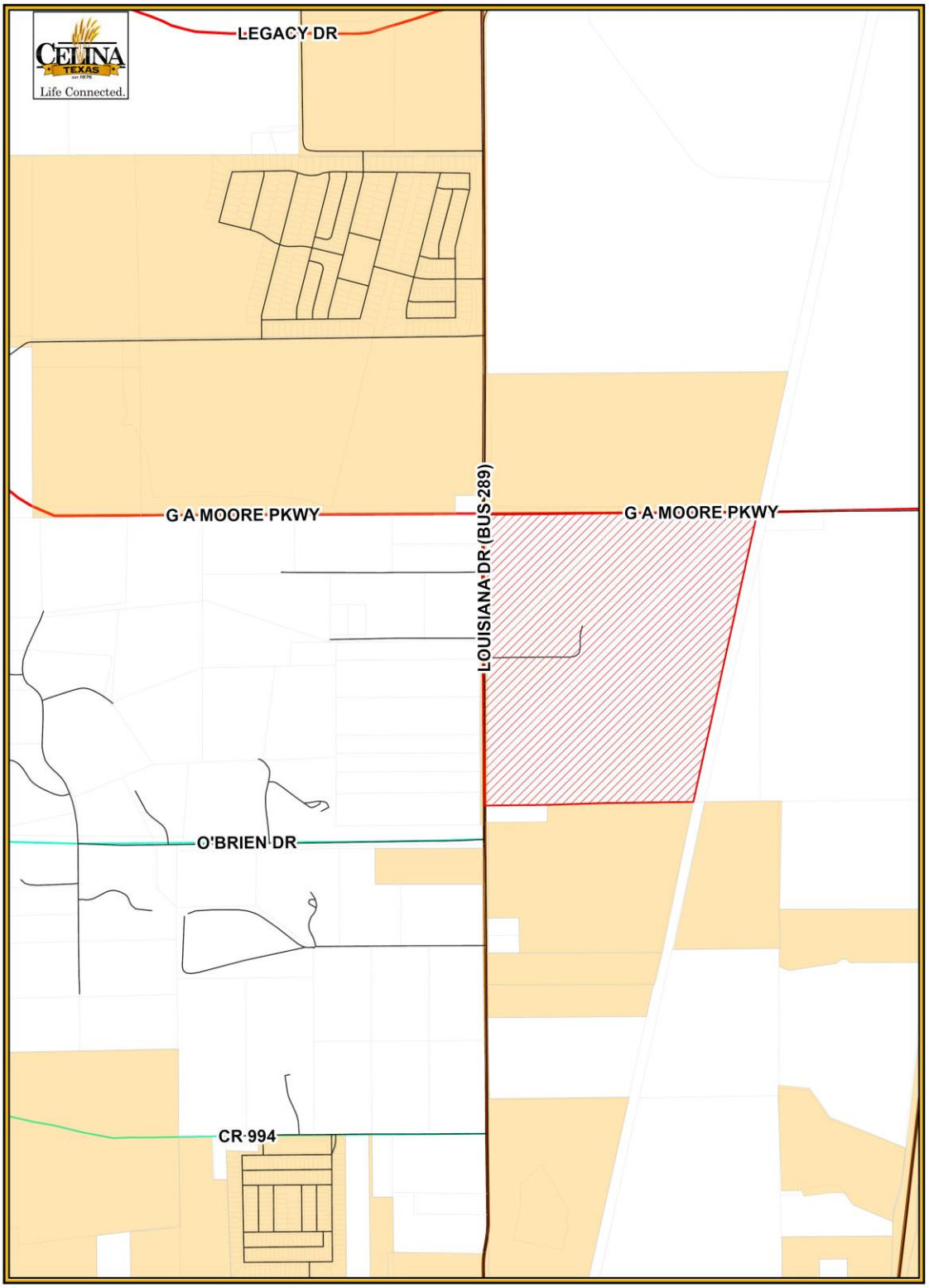

LEGACY DR
G A MOORE PKWY
G A MOORE PKWY
LOUISIANA DR (BUS-289)
O'BRIEN DR
CR 994
Legend
Subject Property
City Limits
Roads
Parcels
Willard Tract
Location Map
City of Celina
3/17/2025
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**Exhibit "B"**
**Substance from body of executed Service Agreement for C-3 Annexed Property**

## A) SERVICE PLAN GENERALLY

1) This service plan has been prepared in accordance with the Texas Local Government Code, Sections 43.021; 43.065 and 43.056(b)-(o). Municipal facilities and services to the annexed area will be provided or made available on behalf of the City of Celina in accordance with the following plan. The City of Celina shall provide the annexed tract the levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of service, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density. The provisions of the service plan were made available for public inspection and explained at the two public hearings held by the City Council in accordance with LGC Section 43.056(j).

2) For purposes of this service plan, to "provide" services includes having services provided by any method or means by which the City provides municipal services to any other areas of the City, and may include causing or allowing private utilities, governmental entities and other public service organizations to provide such services by contract or right, in whole or in part, and may include duties on part of the private landowner with regard to such services.

## B) EMERGENCY SERVICES

1) Police Protection

   a) Police protection from the City of Celina Police Department shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas on the effective date of the annexation ordinance. Some of these services include:
      i) Normal patrol and responses;
      ii) Handling of complaints and incident reports;
      iii) Special units, such as traffic enforcement and investigations; and
      iv) Coordination with other public safety support agencies.

   b) As development commences in these areas, sufficient police protection, including personnel and equipment will be provided to furnish these areas with the level of police services consistent with the characteristics of topography, land utilization and population density of the areas.

   c) Upon ultimate development, police protection will be provided at a level consistent with other similarly situated areas within the city limits.

2) Fire Protection

   a) The Celina Fire Department will provide emergency and fire prevention services to the annexed area. These services include:
      i) Fire suppression and rescue;
      ii) Pre-hospital medical services including triage, treatment and transport by Advanced Life Support (ALS) fire engines, trucks and ambulances;
      iii) Hazardous materials response and mitigation;
      iv) Emergency prevention and public education efforts;
      v) Technical rescue response; and
      vi) Construction Plan Review and required inspections.

   b) Fire protection from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

   c) As development commences in these areas, sufficient fire protection, including personnel and

equipment will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization and population density of the areas. It is anticipated that fire stations planned to service areas currently with the City of Celina will be sufficient to serve the annexed area.

d) Upon ultimate development, fire protection will be provided at a level consistent with similarly situated areas within the city limits.

3) Emergency Medical Services

a) The Celina Fire Department will provide emergency and safety services to the annexed area. These services include:
   i) Emergency medical dispatch and pre-arrival First Aid instructions;
   ii) Pre-hospital emergency Advanced Life Support (ALS) response and transport; and
   iii) Medical rescue services.

b) Emergency Medical Services (EMS) from the City of Celina shall be provided to the annexed area at a level consistent with current methods and procedures presently provided to similar areas of the City of Celina on the effective date of the annexation ordinance.

c) As development commences in these areas, sufficient EMS, including personnel and equipment, will be provided to furnish these areas with the level of services consistent with the characteristics of topography, land utilization, and population density of the areas.

d) Upon ultimate development, EMS will be provided at a level consistent with similarly situated areas within the city limits.

## C) SOLID WASTE

1) Solid Waste and Recycling Collection Services will be provided to the annexed area immediately upon the effective date of the annexation at a level consistent with current methods and procedures presently provided to similar areas within the City. Private solid waste collection service providers operating in the affected area immediately prior to annexation and currently providing customers with service may continue to provide their existing service for up to two (2) years in accordance with Texas Local Government Code Section 43.056(n).

## D) WASTEWATER FACILITIES

1) As development commences in these areas, sanitary sewer mains as defined by the Certificate of Convenience and Necessity (CCN) Number 20764, as issued by the Texas Commission on Environmental Quality (TCEQ) will be extended in accordance with the provisions of the City's codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with applicable City codes, ordinances, regulations and policies. Capacity and extensions shall be provided consistent with the characteristics of topography, land utilization, and population density of the areas. If the annexed area is in the CCN of another provider, wastewater service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new wastewater provider, in time.

2) Sanitary sewer mains and lift stations installed or improved to City standards, and accepted by the City, within the annexed area which are located within dedicated easement, rights-of-way, or any other acceptable location approved by the City Manager or his designee, shall be maintained by the City on the effective date of this ordinance.

3) Operation and maintenance of wastewater facilities in the annexed area that are within the certificated service area of another wastewater utility will be the responsibility of that utility. Operation and maintenance of private wastewater facilities in the annexed area will be the responsibility of the owner.

## E) WATER FACILITIES

1) Connections to existing City of Celina water distribution mains for water service as defined by Certificate of Convenience and Necessity (CCN) Number 12667, as issued by the Texas Commission on Environmental Quality (TCEQ) will be provided in accordance with existing City codes, ordinances, regulations and policies. Upon connection to existing distribution mains, water service will be provided at rates established by City ordinance. If the annexed area is in the CCN of another provider, water service shall be provided in accordance with the policies of the CCN holder. In some instances, the City might acquire the CCN rights and become the new water provider, in time.

2) As development commences in these areas, water distribution mains will be extended in accordance with City of Celina codes, ordinances, regulations and policies. City participation in the costs of these extensions shall be in accordance with the City of Celina's codes, ordinances, regulations and policies. Water service extensions and capacity shall be provided consistent with the characteristics of topography, land utilization, and population density of the area.

3) Operation and maintenance of existing water facilities in the annexed area that are within the service area of another water utility will be the responsibility of that utility. Operation and maintenance of private water facilities in the annexed area will be the responsibility of the owner.

## F) ROAD AND STREETS

1) Emergency street maintenance shall be provided within the annexed area on the effective date of the applicable ordinance of acceptance. Routine maintenance will be provided within the annexed area and will be scheduled as part of the City's annual program and in accordance with the City's current codes, ordinances, regulations, policies and procedures defined therein and/or as established by the City Council.

2) Any construction or reconstruction will be considered within the annexed area on a City-wide basis and within the context of the City's Capital Improvement Plan and/or yearly fiscal budgetary allotments by the City Council. As development, improvement or construction of streets to City standards commences within this property, the policies of the City of Celina with regard to participation in the costs thereof, acceptance upon completion and maintenance after completion shall apply.

3) Roadway signage and associated posts will be replaced in priority of importance starting with regulatory signs, then warning signs, then informational signs and in conformance with fiscal allotments by the City Council. If a sign remains, it will be reviewed and placed on the City's inventory listed for routine re-placement. All existing signs will be reviewed for applicability and based upon an engineering study. New signs will be installed when necessary and based upon an engineering study.

4) Routine maintenance of road/street markings will be placed on a priority listing and scheduled within the yearly budgetary allotments by the City Council.

5) The City will coordinate any request for improved road and street lighting with the local electric provider. Any and all road and street lighting will be pursuant to the rules, regulations and fees of such electric utility and shall be maintained by the applicable utility company.

## G) ENVIRONMENTAL HEALTH, INSPECTIONS AND CODE ENFORCEMENT SERVICES

1) Enforcement of the City's environmental health ordinances and regulations, including but not limited to, weed and brush ordinances, junked and abandoned vehicle ordinances and animal control ordinances, shall be provided within this area sixty (60) days of the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

2) Inspection services including the review of building plans, the issuance of permits and the

inspection of all buildings, plumbing, mechanical and electrical work to ensure compliance with City codes and ordinances will continue to be provided after the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

3) The City's zoning, subdivision, sign and other ordinances shall be enforced in this area beginning upon the effective date of the annexation.

4) All inspection services furnished by the City of Celina, but not mentioned above, will be provided to this area beginning within sixty (60) days of the effective date of the annexed ordinance.

5) As development and construction commence in this area, sufficient personnel will be provided to furnish this area the same level of environmental health, inspection and code enforcement services as are furnished throughout the City.

## H) PLANNING AND ZONING SERVICES

**1)** The Planning and zoning jurisdiction of the City will extend to this area upon the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the City's Zoning Ordinance and Comprehensive Plan.

## I) PARKS, PLAYGROUNDS, LIBRARIES, SWIMMING POOLS

1) Residents within the annexed area may utilize all existing park and recreation facilities, on the effective date of this ordinance. Fees for such usage shall be in accordance with current fees established by ordinance.

2) As development commences in the area, additional park and recreation facilities shall be constructed based on park policies defined in the Park Master Plan and as specified in the Park Dedication Ordinance. The general planned locations and classifications of parks will ultimately serve residents from the current City limits and residents from areas being considered for annexation.

## J) PUBLICLY OWNED FACILITIES

1) Any publicly owned facility, building, or service located within the annexed area, and not otherwise owned or maintained by another governmental entity, shall be maintained by the City of Celina on the effective date of the annexation ordinance.

## K) OTHER SERVICES

1) Other services that may be provided by the City of Celina, such as municipal and general administration will be made available on the effective date of the annexation. The City of Celina shall provide levels of service, infrastructure, and infrastructure maintenance that are comparable to the levels of services, infrastructure, and infrastructure maintenance available in other parts of the City of Celina with similar topography, land use, and population density similar to those reasonably contemplated or projected in the area.

## L) UNIFORM LEVEL OF SERVICES IS NOT REQUIRED

1) Nothing in this Service Plan shall require the City of Celina to provide a uniform level of full municipal services to each area of the City, including the annexed areas, if different characteristics of topography, land use, and population density are considered a sufficient basis for provided different levels of service. The City Council finds and determines that this Service Plan will not provide any fewer services, and it will not provide a lower level of services, than were in existence in the annexed area at the time immediately preceding the annexation process.

2) The City of Celina's codes, ordinances, regulations and policies that apply throughout the City may be reviewed at City Hall and at http://www.franklinlegal.net/codes.html.

## M) TERM

1) This Service Plan shall be valid for a term of ten (10) years. Renewal of the Service Plan shall be at the discretion of the City Council and must be approved by ordinance.

## N) AMENDMENTS

1) This Service Plan may be amended if the City Council determines at a public hearing that changed conditions or subsequent occurrences make this Service Plan unworkable or obsolete. The City Council may amend the Service Plan to conform to the changed conditions, subsequent occurrences or any other legally sufficient circumstances exist pursuant to the LGC or other Texas or Federal laws that make this service plan unworkable, obsolete or unlawful.

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Jabez Development, LP (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

## RECITALS

**WHEREAS**, certain capitalized terms used herein are defined in Article I; and

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, on the date the City Council voted to approve this Agreement, landowner Denise Lynn Willard (the "Owner") owns 129.4 acres of land, generally located at the southeast corner of N. Louisiana Drive and E. GA Moore Parkway, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

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

**WHEREAS**, the Developer intends to develop the Property as a planned development with residential and non-residential land uses (the "Development"); and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

**WHEREAS**, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

**WHEREAS**, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), and the development standards attached hereto as **Exhibit D** (the "Development Standards); and

**WHEREAS**, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

**WHEREAS**, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

**WHEREAS**, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

**WHEREAS**, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

**WHEREAS**, the Parties have determined that the Development will increase the quality of housing within the City; and

**WHEREAS**, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

**WHEREAS**, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

**WHEREAS,** the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I
## GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, amended by City Resolution No. 2024-22R, and as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d).

Wastewater Improvements is defined in Section 2.1(e).

## ARTICLE II
## PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and

(e) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by

the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

## ARTICLE III
## DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

## ARTICLE IV
## DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City, including but not limited to impact fees, permit fees, tap fees, capital recovery fees, park fees and technology fees.

(a) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit E**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit E**.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

**(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES**

OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**(d)** THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

**(I)** THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

**(C) NUISANCE.**

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

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

**(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE V
## TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2024 or if Developer notifies the City in writing prior to December 31, 2024 that it will not purchase the Property.

## ARTICLE VI
## ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary

annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

## ARTICLE VII
## INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $40,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the

Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the

City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

## ARTICLE VIII
## EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

## ARTICLE IX
## ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the

City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or

interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## ARTICLE X
## RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

## ARTICLE XI
## ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

| | |
|---|---|
| To the City: | Attn: City Manager<br>City of Celina<br>142 North Ohio<br>Celina, TX 75009<br>E-mail: rranc@celina-tx.gov |
| With a copy to: | Attn: Julie Fort<br>Messer Fort, PLLC<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034<br>E-mail: Julie@txmunicipallaw.com |
| To the Developer: | Attn: Rob McClain<br>Jabez Development, LP<br>1038 Texan Trail<br>Grapevine, TX 76051<br>E-mail: rob.mcclain@jabezdevelopment.com |

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

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

| | |
|---|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Concept Plan |
| Exhibit D | Development Standards |
| Exhibit E | Preliminary HOA Education Support Agreement with Preliminary CCR Terms |

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Statutory Verifications. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) Iran, Sudan and Foreign Terrorist Organizations. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Discrimination Against Fossil Fuel Companies. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on 10-08, 2024

Date: 10-08-24

**CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 08 day of 10, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

_____
Name printed or typed

Commission Expires: _____

**DEVELOPER:**

Jabez Development

By: _____

Name: Matt Wiggins

Title: CFO

**STATE OF TEXAS** §
§
**COUNTY OF** Tarrant §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on Oct. 8, 2024 personally appeared Matt Wiggins, CFO of Jabez Development, a _____ company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Danae Sheridan
Notary Public in and for the State of Texas

DANAE R. SHERIDAN NOTARY PUBLIC STATE OF TEXAS ID 134506024 EXP. 08-14-2027

# EXHIBIT A
# DESCRIPTION OF THE PROPERTY

# EXHIBIT B
# DEPICTION OF THE PROPERTY

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

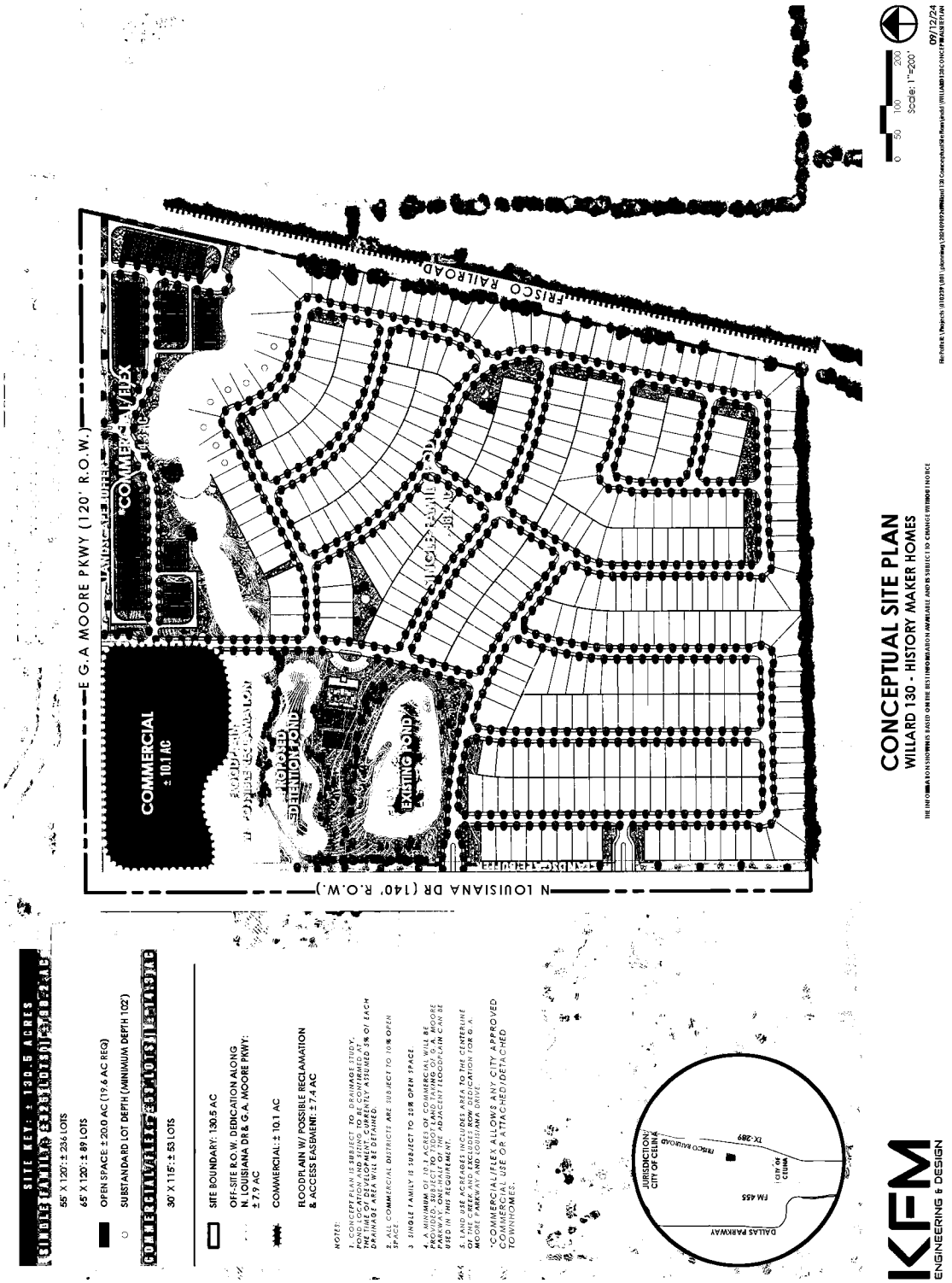
THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

# EXHIBIT C
# CONCEPT PLAN



# EXHIBIT D
# DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development. The applicant can use this document accordingly and can move directly to Construction Documents and Final Plat.

2. The lot mix shall be per the table below:

| | Smallest Lot Size | Largest Lot Size |
|---|---|---|
| Min. Width | 55’ | 65’ |
| Lot % (Min/Max) | N/A | 25% Min. |
| Front-Loaded Garage | Allowed | Allowed |

3. The proposed Townhomes shall abide by the Single-Family Residential, Attached District (SF-A), and may be either attached or detached.

4. A minimum of 8 acres shall be reserved for the Commercial at the corner.

# EXHIBIT E
# EDUCATION FUND AGREEMENT
# [INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

## RECITALS

**WHEREAS,** HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

**WHEREAS,** the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

**WHEREAS,** CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

**WHEREAS,** the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

**WHEREAS,** CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

**WHEREAS,** the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

**NOW THEREFORE,** for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I.
## EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30th and December 31st of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

## ARTICLE II.
## ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

**HOA:**

_____

_____

By: _____

Name: _____

Title: _____

**STATE OF TEXAS** §

§

**COUNTY OF___** §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

**CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:**

_____

_____

By: _____

Name: _____

Title: _____

**STATE OF TEXAS** §

§

**COUNTY OF___** §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

# EXHIBIT A—PROPERTY DESCRIPTION

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

## EXHIBIT B—SAMPLE CCC

### ARTICLE XX
### DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

## ARTICLE XX
## COMMUNITY ENHANCEMENT FEE

**Community Enhancement Fee**. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

**Community Activities, Services and Programs**. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

**Community Enhancement Fee Obligations**. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned,

directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

**Collin County**
**Honorable Stacey Kemp**
**Collin County Clerk**

**Instrument Number:** 2024000125284

eRecording - Real Property

AGREEMENT

Recorded On: October 10, 2024 11:12 AM

Number of Pages: 43

**" Examined and Charged as Follows: "**

Total Recording: $189.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 2024000125284 |
| Receipt Number: | 20241010000321 |
| Recorded Date/Time: | October 10, 2024 11:12 AM |
| User: | Suzanne S |
| Station: | Station 9 |

**Record and Return To:**

CSC

**STATE OF TEXAS**
**COUNTY OF COLLIN**

**I hereby certify that this Instrument was** FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

**Planning**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Dusty McAfee, Director of Development Services |
| CC: | Kimberly Brawner, Assistant City Manager |
| Intiated by: | Haley Yansky |
| Date: | May 13, 2025 |
| Re: | Willard Tract (Silo Crossing) - PD Zoning |

---

**Action Requested:**
Conduct a public hearing to consider and act upon an Ordinance to zone approximately 131 acres to a Planned Development (PD) with Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, and modified development standards; generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the Extraterritorial Jurisdiction (ETJ). (Willard Tract (Silo Crossing) – PD Zoning). (Mohan)

**Background Information:**
This item is related to the zoning of approximately 131 acres, generally located at the southeast corner of GA Moore Parkway and Louisiana Drive, within the City's Extraterritorial Jurisdiction (ETJ). The City Council approved a Development Agreement for the subject property in October 2024 that outlined the future annexation and zoning of the subject property. As such, the applicant requests to voluntarily annex the property and provide the appropriate zoning in conformance with the governing Development Agreement. Please refer to the attached documents, as well as the associated annexation item, for further information.

The following two agenda items, including this one, comprise one project on the agenda, per the below:

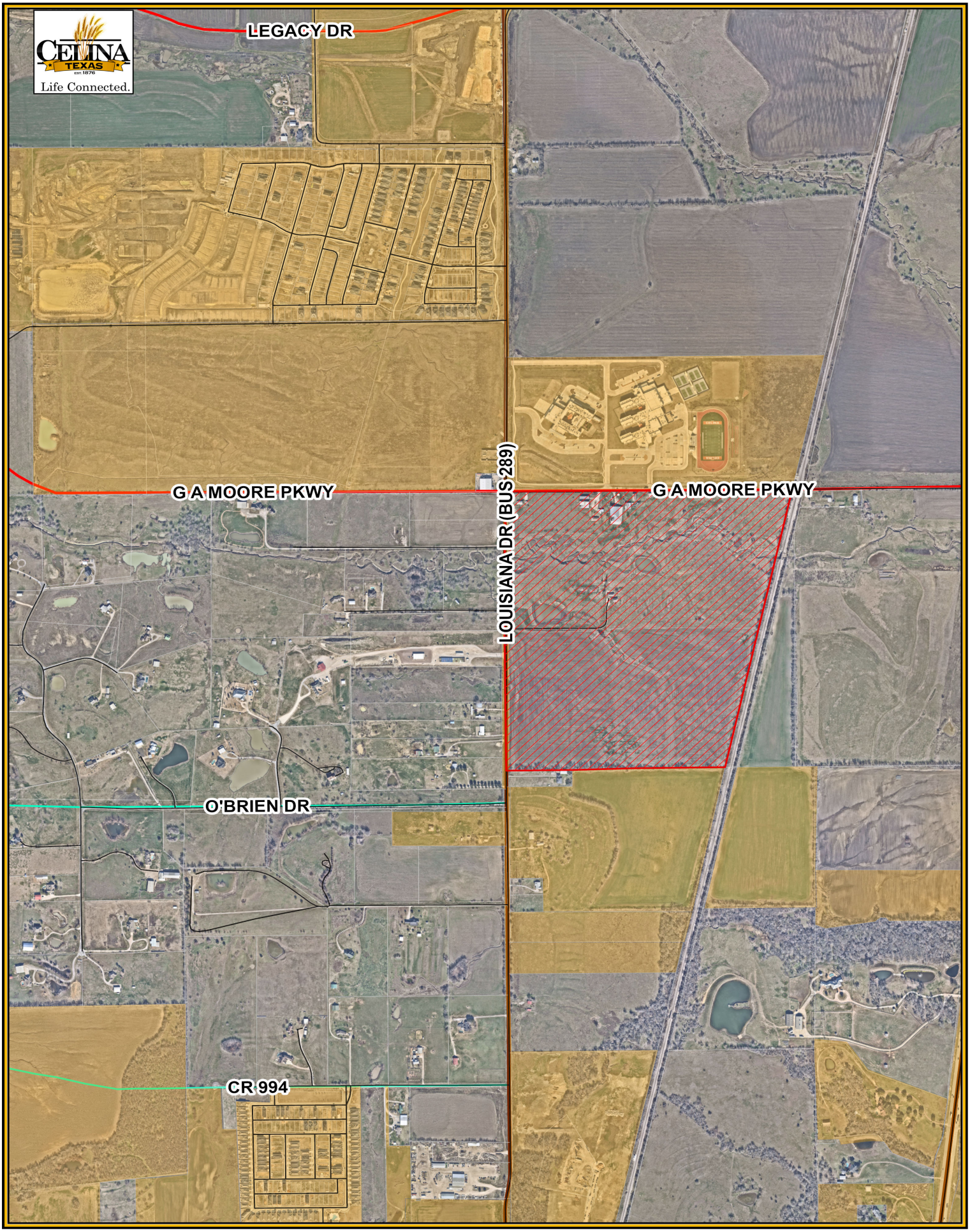
- Annexation (Public Hearing) - Voluntary annexation of the subject property
- **Zoning (Public Hearing) - Zoning the property for future development**

**Legal Review:**
N/A

**Supporting Documents:**
1. Location Map
2. Staff Presentation
3. Draft Ordinance
4. 114_WillardTract_10082024

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends approval as presented, per the governing Development Agreement.




## Legend

- Subject Property
- City Limits
- Roads
- Parcels

# Willard Tract Location Map

**City of Celina**

3/17/2025

N W E S

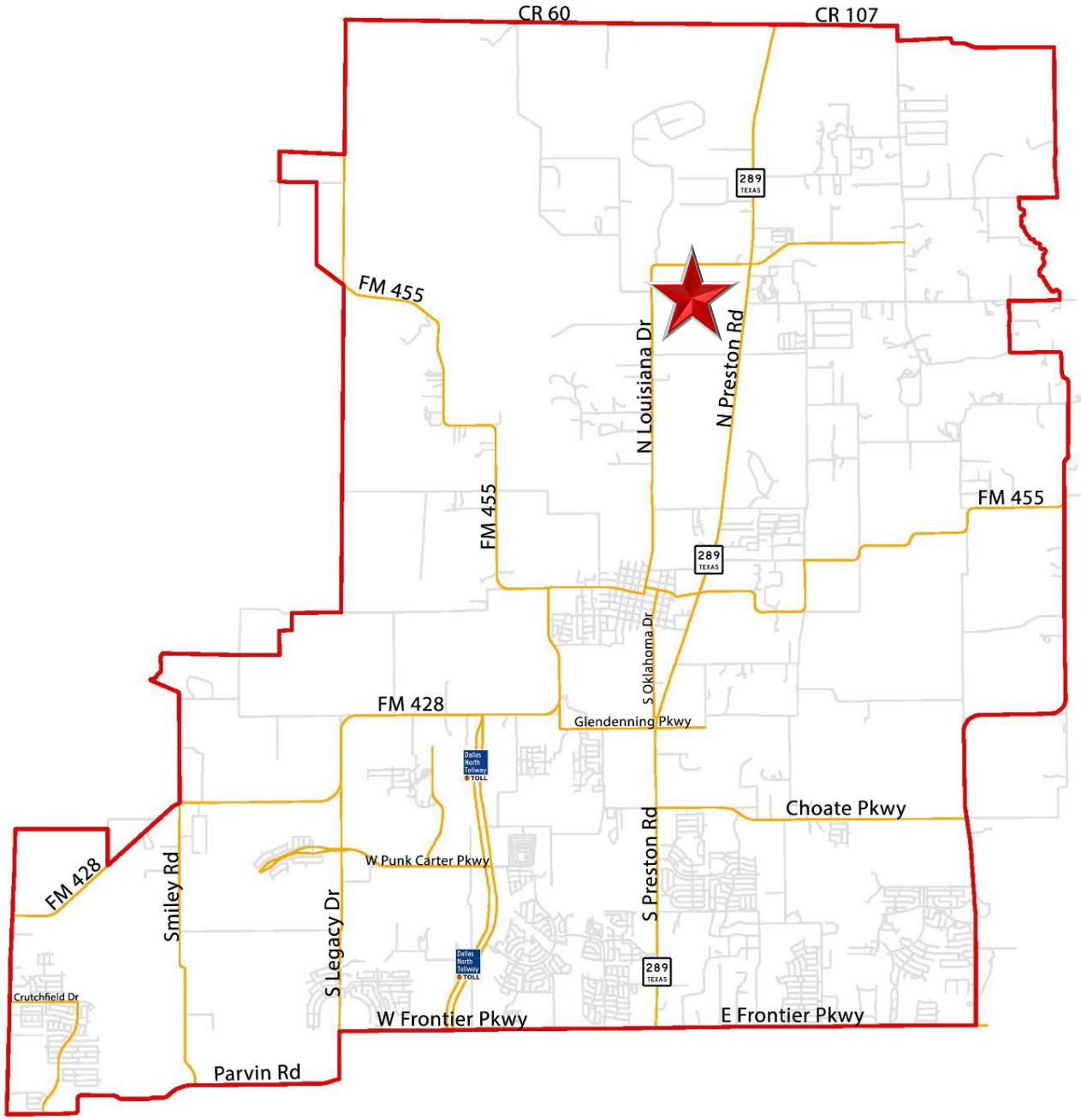
0 500 1,000

Feet

# SILO CROSSING (WILLARD TRACT)

## Annexation & Planned Development

City Council
May 13, 2025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289
TEXAS
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Choate Pkwy
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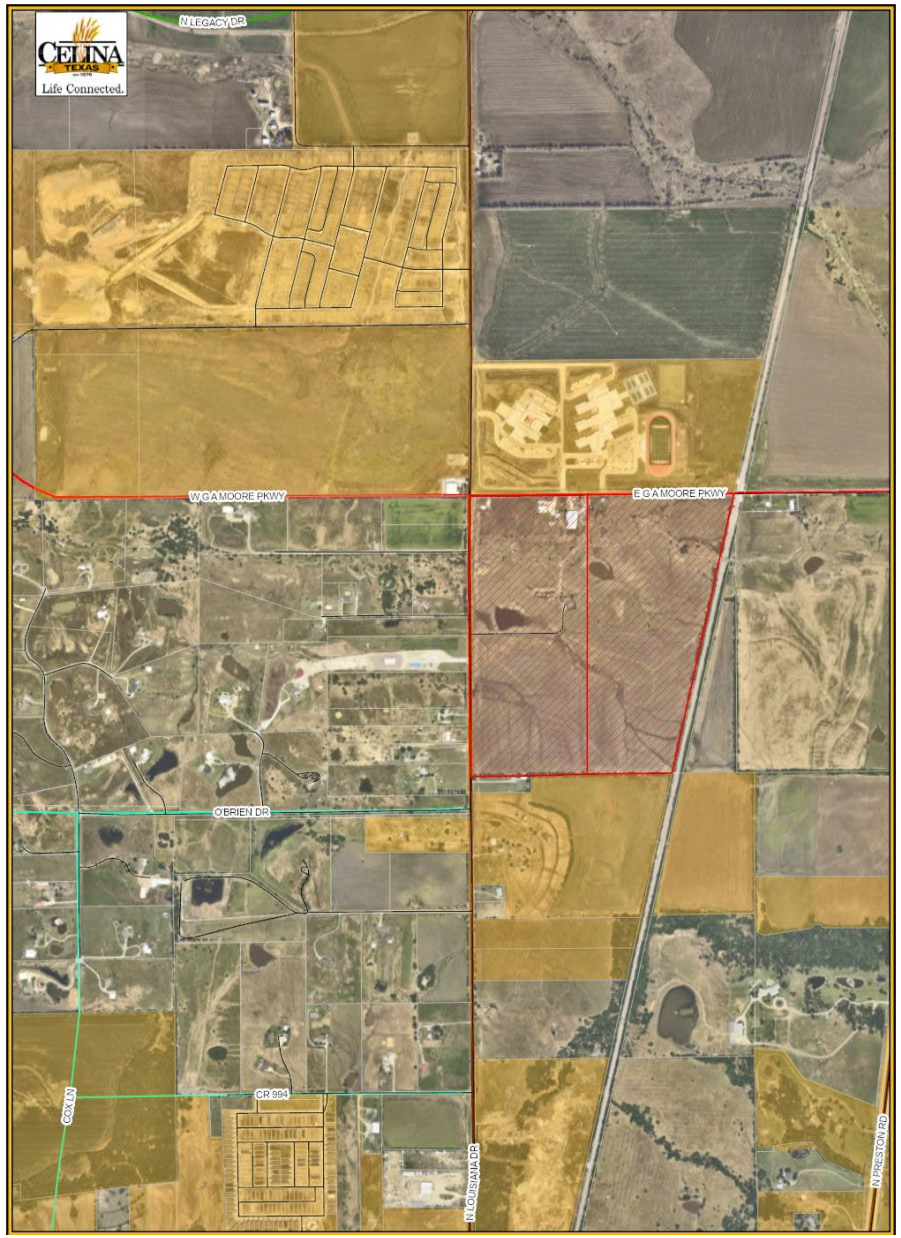



# LOCATION MAP

The subject property is generally located at the southeast corner of GA Moore Parkway and Louisiana Drive

# BACKGROUND

- The subject property is approximately 131 acres within the Extraterritorial Jurisdiction (ETJ)
- The applicant is proposing to develop a new single-family neighborhood along with some commercial uses
- A Development Agreement was approved by the City Council in October 2024 that outlines the future annexation and zoning for the property
- The applicant's request is to annex and zone the property to a Planned Development (PD) that conforms to the approved Development Agreement

# CONCEPT PLAN

**SITE KEY: ± 130.5 ACRES**

**SINGLE FAMILY: ±325 LOTS | ± 98.2 AC**

- 55' X 120': ± 236 LOTS
- 65' X 120': ± 89 LOTS
- OPEN SPACE: ± 20.0 AC (19.6 AC REQ)
- SUBSTANDARD LOT DEPTH (MINIMUM DEPTH 102')

**COMMERCIAL/FLEX: ±53 LOTS | ± 14.3 AC**

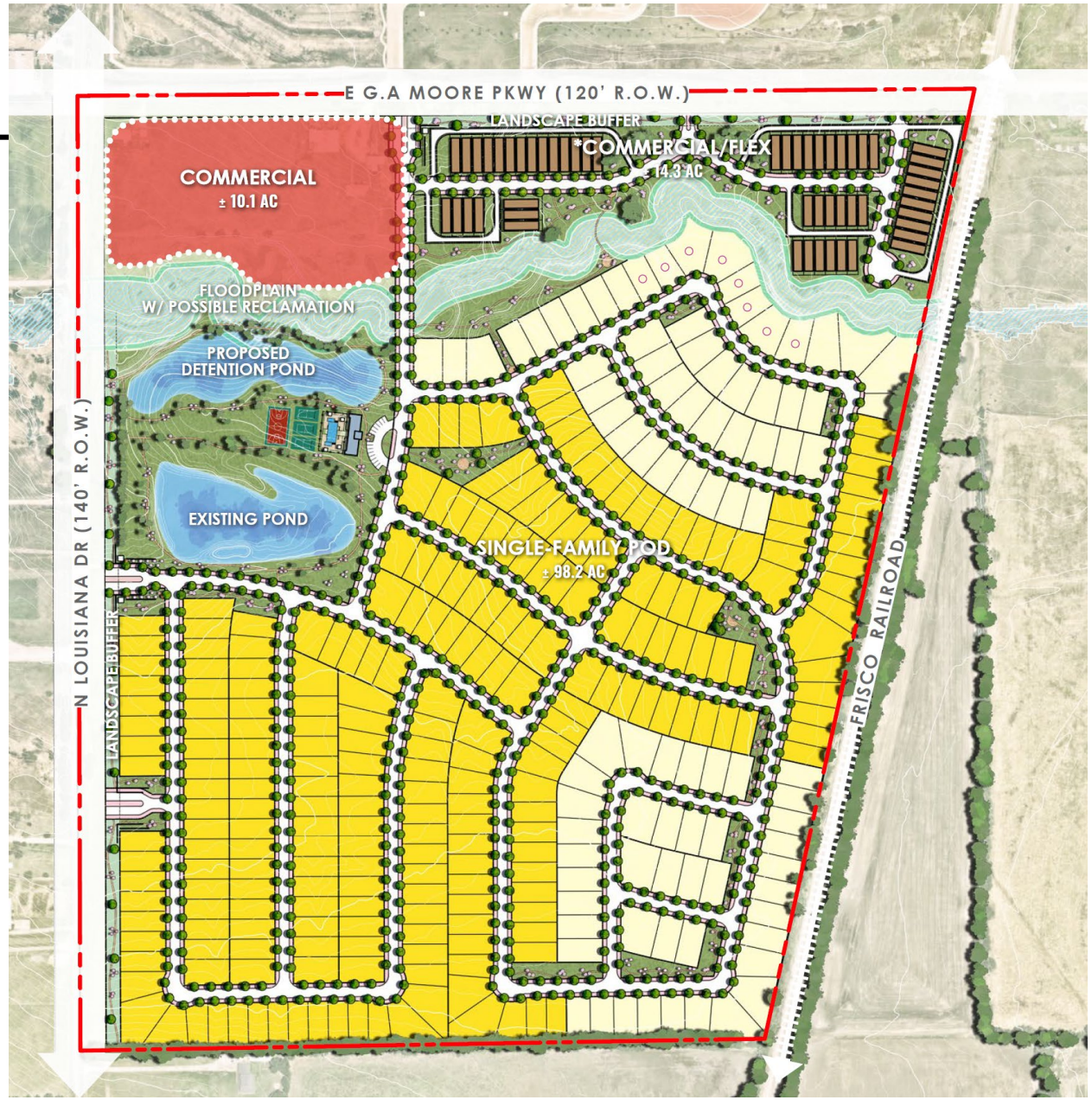
- 30' X 115': ± 53 LOTS

- SITE BOUNDARY: 130.5 AC
- OFF-SITE R.O.W. DEDICATION ALONG N. LOUISIANA DR & G.A. MOORE PKWY: ± 7.9 AC
- COMMERCIAL: ± 10.1 AC
- FLOODPLAIN W/ POSSIBLE RECLAMATION & ACCESS EASEMENT: ± 7.4 AC

NOTES:

1. CONCEPT PLAN IS SUBJECT TO DRAINAGE STUDY. POND LOCATION AND SIZING TO BE CONFIRMED AT THE TIME OF DEVELOPMENT. CURRENTLY ASSUMED 5% OF EACH DRAINAGE AREA WILL BE DETAINED.
2. SINGLE FAMILY IS SUBJECT TO 20% OPEN SPACE.
3. A MINIMUM OF 10.1 ACRES OF COMMERCIAL WILL BE PROVIDED, SUBJECT TO TXDOT LAND TAKING OF G.A. MOORE PARKWAY. ONE-HALF OF THE ADJACENT FLOODPLAIN CAN BE USED IN THIS REQUIREMENT.
4. LAND USE ACREAGES INCLUDES AREA TO THE CENTERLINE OF THE CREEK AND EXCLUDES ROW DEDICATION FOR G.A. MOORE PARKWAY AND LOUISIANA DRIVE.

*COMMERCIAL/FLEX ALLOWS ANY CITY APPROVED COMMERCIAL USE OR ATTACHED/DETACHED TOWNHOMES.



# OVERVIEW

The proposed PD allows for the following land uses:

- The single-family detached tract includes 55' & 65' (25% minimum) wide lots with no alleys
- The Flex area allows for Townhomes and Commercial land uses (min. 8 acres)
- No multi-family uses are proposed

# POLICY CONSIDERATIONS

- The request is in conformance with the previously approved Development Agreement
- City standards apply (architecture, landscape, etc.)
- A new neighborhood does not conflict with the City's long-range plans
- The commercial at the corner provides needed neighborhood services

# RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in April
- There was no public feedback at the public hearing
- Staff recommends approval as presented for both the annexation & zoning requests

**CITY OF CELINA, TEXAS**

**ORDINANCE NO. 2025-_____**
**WILLARD TRACT (SILO CROSSING)**

**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 131 ACRES LOCATED IN THE J. JERRON SURVEY, ABSTRACT NO. 377, COLLIN COUNTY, TEXAS, AND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF GA MOORE PARKWAY AND LOUISIANA DRIVE; AS DESCRIBED IN EXHIBIT "A" AND DEPICTED IN EXHIBIT "B" AND INCORPORATED HEREIN TO "PD" PLANNED DEVELOPMENT DISTRICT NO. 155 WITH A BASE ZONING OF SINGLE-FAMILY RESIDENTIAL, DETACHED DISTRICT (SF-R), SINGLE-FAMILY RESIDENTIAL, ATTACHED DISTRICT (SF-A), AND COMMERCIAL, OFFICE, & RETAIL DISTRICT (C) BASE ZONING, WITH MODIFIED DEVELOPMENT STANDARDS; PROVIDING FOR INCORPORATION OF PREMISES, FINDINGS, AMENDMENT OF ZONING CLASSIFICATION, ZONING DESIGNATION AND DEVELOPMENT STANDARDS, REVISION OF ZONING MAP, COMPLIANCE; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000.00 PER OFFENSE AND OTHER ENFORCEMENT MECHANISMS; PROVIDING CUMULATIVE REPEALER, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City of Celina is a home rule municipality located in Collin and Denton County, Texas created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

**WHEREAS,** the City Council of the City of Celina, Texas (the "City Council") is empowered under Local Government Code 54.001 to do all acts and make all regulations which may be necessary or expedient for the promotion of the public health, safety, and general welfare; and

**WHEREAS,** Section 211.003 of the Texas Local Government Code, empowers a municipality to, among other things, establish and amend zoning districts, classifications of land use, adopt a comprehensive plan to regulate the use of land and open spaces, adopt and amend zoning regulations, regulate population density, and regulate the use and location of buildings; and

**WHEREAS,** the establishment of a zoning classification has been requested for the property more specifically described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated as though fully set forth herein (the "Property"); and

**WHEREAS,** the Concept Plan and Development Standards, set forth in Exhibits "C" and "D," respectively, attached hereto and incorporated herein, define the base zoning districts, and provide for certain modifications to such district standards.

**WHEREAS,** the City Council has considered, among other things, the character of the property and its suitability for particular uses, with a view of encouraging the most appropriate use of land in the City, and is in the interest of public health, safety, and welfare, and does hereby find that the requested zoning accomplishes such objectives and is consistent with the provisions of the Celina 2040 Comprehensive Plan

of the City of Celina; and

**WHEREAS,** the Planning and Zoning Commission of the City of Celina and the City Council of the City of Celina, in compliance with the laws of the State of Texas and the ordinances of the City of Celina, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested in and situated in the affected area and in the vicinity thereof; and

**WHEREAS,** the City Council, in the exercise of its legislative discretion has concluded that the zoning classification on the tract of land described herein should be changed and the zoning map so amended.

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

## SECTION 1
## INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

## SECTION 2
## FINDINGS

After due deliberations the City Council has concluded that the adoption of this Ordinance is in the best interest of the City of Celina, Texas and of the public health, safety, and welfare.

## SECTION 3
## AMENDMENT OF ZONING CLASSIFICATION

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended to establish the zoning classification for the Property as a "PD" Planned Development District No. 155 with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with modified development standards, and is subject to the following PD standards, which exhibits are incorporated as if fully set forth herein:

Exhibit A: Legal Description
Exhibit B: Depiction of Property
Exhibit C: Concept Plan
Exhibit D: Development Standards

## SECTION 4
## ZONING DESIGNATION AND DEVELOPMENT STANDARDS

That Ordinance No. 2006-57 of the City of Celina, Texas, as heretofore amended, the same being the City's Comprehensive Zoning Ordinance, is hereby amended by designating the zoning on the land described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein as PD No. 155 with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with modified development standards, and incorporates the Concept Plan and Development Standards, attached hereto as Exhibit "C" and "D," respectively.

## SECTION 5
## REVISION OF ZONING MAP

That the City Manager for the City of Celina is hereby directed to mark and indicate on the official Zoning District Map of the City the zoning change herein made.

## SECTION 6
## COMPLIANCE REQUIRED

That the property described on Exhibit "A" and depicted in Exhibit "B" hereto shall be used only in the manner and for the purposes provided for in this ordinance and the Comprehensive Zoning Ordinance, of the City of Celina as amended.

## SECTION 7
## PENALTY

7.01 Any person, firm or corporation violating any of the provisions or terms of this ordinance or of the Code of Ordinances as amended hereby, shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Celina, and upon conviction shall be punished by a fine not to exceed Two Thousand Dollars ($2,000.00) for each offense.

7.02 If the governing body of the City of Celina determines that a violation of this Ordinance has occurred, the City of Celina may bring suit in district court to enjoin the person, firm, partnership, corporation, or association from engaging in the prohibited activity.

## SECTION 8
## CUMULATIVE REPEALER CLAUSE

This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on this date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

## SECTION 9
## SAVINGS CLAUSE

All rights and remedies of the City of Celina, Texas are expressly saved as to any and all violations of the provisions of any other ordinance affecting zoning regulation which have secured at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances same shall not be affected by this Ordinance but may be prosecuted until final disposition by the court.

## SECTION 10
## SEVERABILITY

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

**SECTION 11**
**PUBLICATION CLAUSE**

The City Secretary of the City of Celina is hereby directed to publish in the Official Newspaper of the City of Celina the Caption, and Effective Date of this Ordinance as required by Section 52.013 of the Local Government Code.

**SECTION 12**
**ENGROSSMENT AND ENROLLMENT**

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

**SECTION 13**
**EFFECTIVE DATE**

This Ordinance shall become effective from and after its date of passage and publication as required by law.

**AND IT IS SO ORDAINED.**

**PASSED AND APPROVED** by the City Council of the City of Celina, Texas this 13th day of May, 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 all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00 acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract;

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

**Exhibit B**
**Depiction of Property**

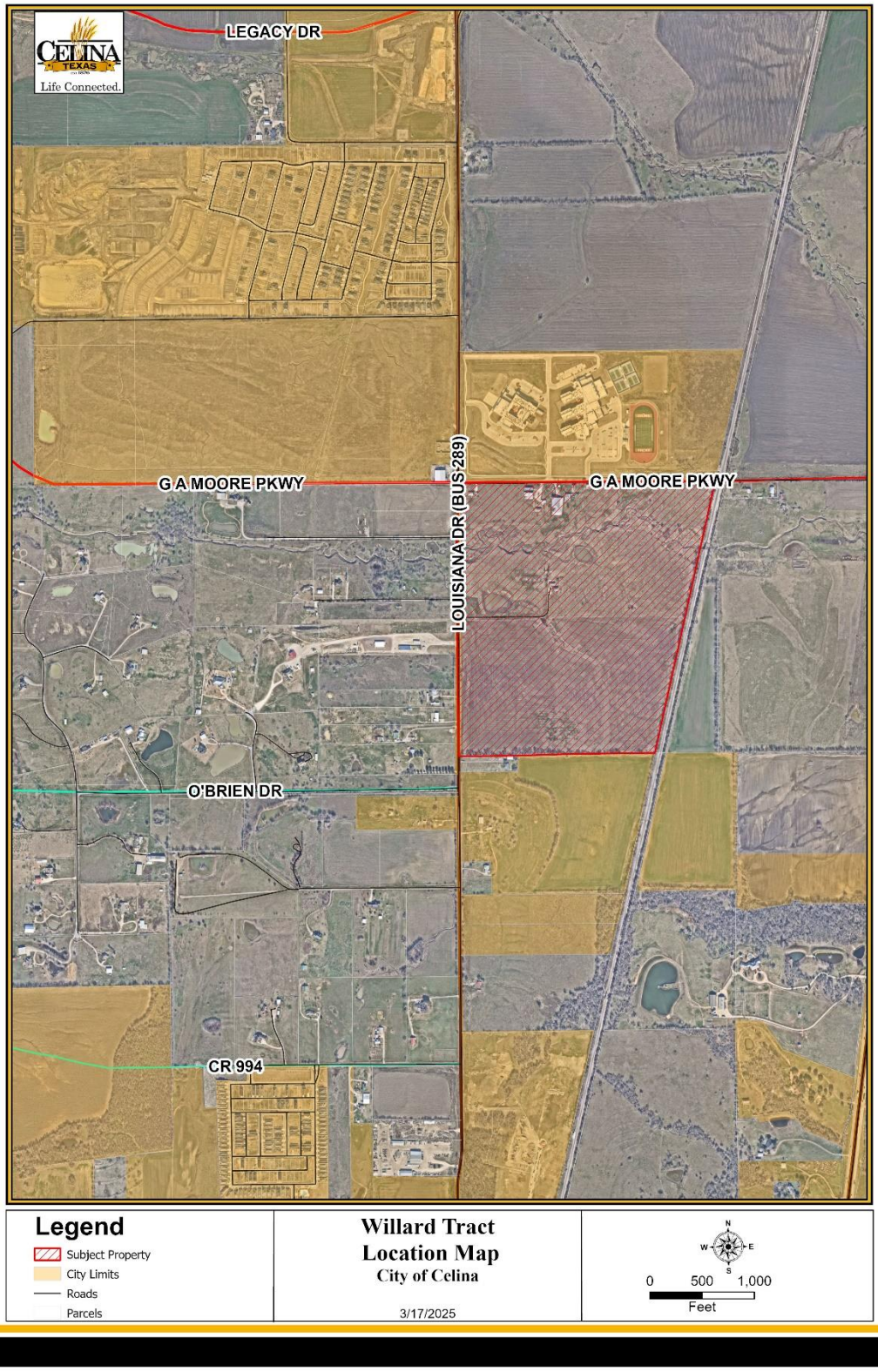


**Exhibit C**
**Concept Plan**

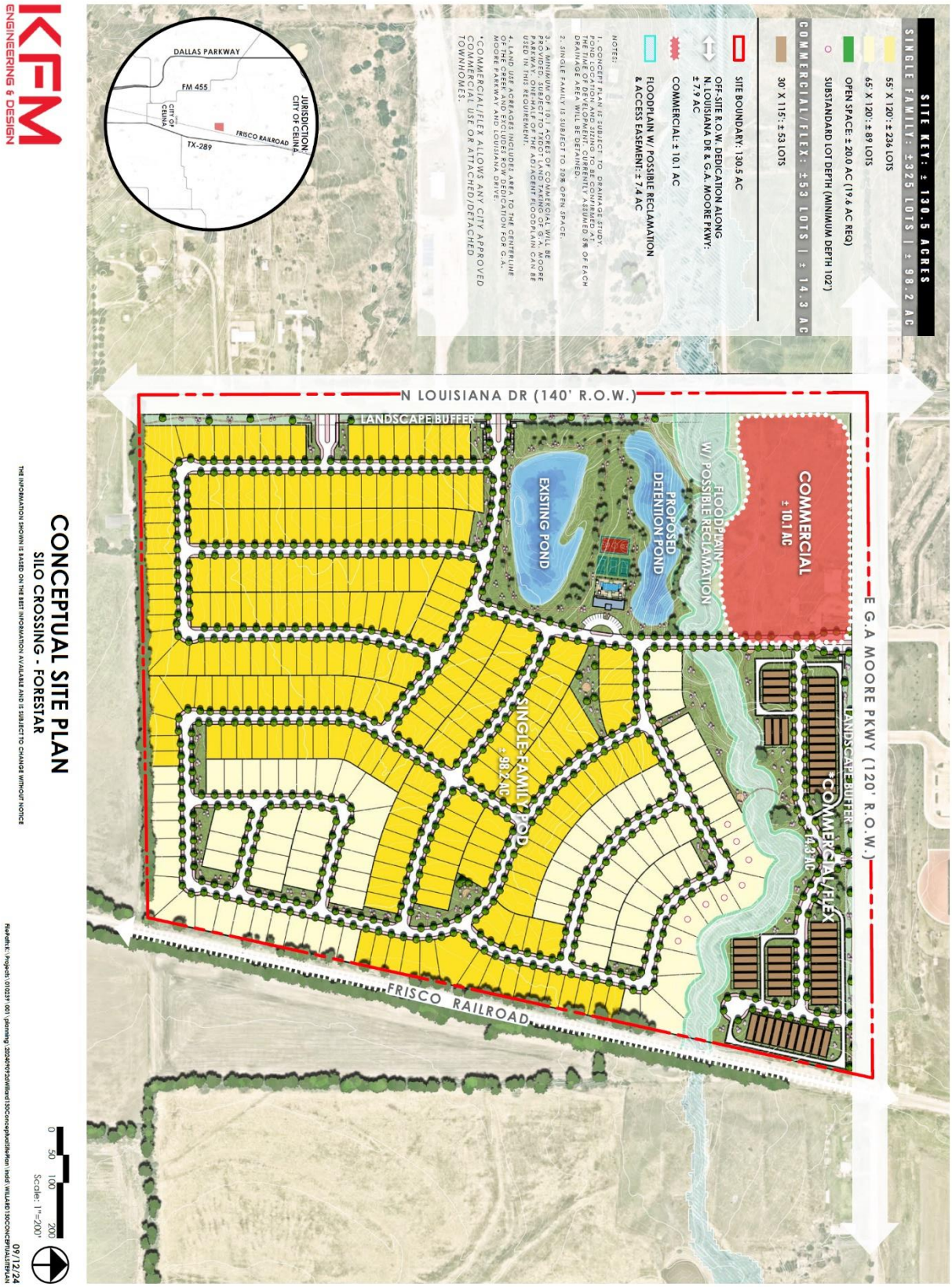


**Exhibit D**
**Development Standards**

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development. The applicant can use this document accordingly and can move directly to Construction Documents and Final Plat.

2. The lot mix shall be per the table below:

| | Smallest Lot Size | Largest Lot Size |
|---|---|---|
| Min. Width | 55’ | 65’ |
| Lot % (Min/Max) | N/A | 25% Min. |
| Front-Loaded Garage | Allowed | Allowed |

3. The proposed Townhomes shall abide by the Single-Family Residential, Attached District (SF-A), and may be either attached or detached.

4. A minimum of 8 acres shall be reserved for the Commercial at the corner.

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Jabez Development, LP (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

## RECITALS

**WHEREAS**, certain capitalized terms used herein are defined in Article I; and

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, on the date the City Council voted to approve this Agreement, landowner Denise Lynn Willard (the "Owner") owns 129.4 acres of land, generally located at the southeast corner of N. Louisiana Drive and E. GA Moore Parkway, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

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

**WHEREAS**, the Developer intends to develop the Property as a planned development with residential and non-residential land uses (the "Development"); and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

**WHEREAS**, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

**WHEREAS**, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), and the development standards attached hereto as **Exhibit D** (the "Development Standards); and

**WHEREAS**, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

**WHEREAS**, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

**WHEREAS**, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements" and together with the Roadway Improvements, Wastewater Improvements, and Water Improvements (the "Public Infrastructure"); and

**WHEREAS**, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

**WHEREAS**, the Parties have determined that the Development will increase the quality of housing within the City; and

**WHEREAS**, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

**WHEREAS**, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

**WHEREAS,** the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I
## GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.3(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, amended by City Resolution No. 2024-22R, and as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements and the Roadway Improvements.

Roadway Improvements is defined in Section 2.1(c).

Water Improvements is defined in Section 2.1(d).

Wastewater Improvements is defined in Section 2.1(e).

## ARTICLE II
## PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and

(e) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by

the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

## ARTICLE III
## DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second. Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

## ARTICLE IV
## DEVELOPMENT PROCESS AND CHARGES

4.1 Capital Recovery Fees. The Property shall be subject to those fees and charges due and payable to the City in connection with the Development that are charged pursuant to City Regulations to other developments located in the corporate limits of the City, including but not limited to impact fees, permit fees, tap fees, capital recovery fees, park fees and technology fees.

(a) Public Education Support. Developer requests, and City agrees, that the City collect an additional One Hundred dollars ($100.00) with every building permit application submitted to the City for new construction on the Property. No less than annually, the City shall remit the funds collected in accordance with this paragraph to the Celina Education Foundation. Further, Developer agrees to cause the homeowner's association that Developer intends to create over all or some of the Property (which will initially be controlled by Developer) to approve the public educational support agreement, in a form substantially similar to the agreement attached hereto as **Exhibit E**, at the first/organization meeting of said association. In addition, when Developer creates the homeowner's association, the covenants, conditions and restrictions shall contain language substantially similar to Exhibit B of **Exhibit E**.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

**(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES**

OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.

(b) IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES

(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

**(d)** THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.

4.3 THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.

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

**(I)** THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:

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

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

**(C) NUISANCE.**

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

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

**(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE V
## TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing. Notwithstanding anything to the contrary in this Agreement, this Agreement shall automatically terminate, be *void ab initio* and shall be of no further force or effect if the Developer does not purchase the Property by December 31, 2024 or if Developer notifies the City in writing prior to December 31, 2024 that it will not purchase the Property.

## ARTICLE VI
## ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, which shall be after Developer's acquisition/closing, Developer agrees to (a) submit a voluntary

annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

## ARTICLE VII
## INFRASTRUCTURE FINANCING

7.1 PID Financing. The City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phases and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $40,000,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determine the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the Secretary for the City for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the

Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the

City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

## ARTICLE VIII
## EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

## ARTICLE IX
## ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the

City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or

interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## ARTICLE X
## RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

## ARTICLE XI
## ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

| | |
|---|---|
| To the City: | Attn: City Manager<br>City of Celina<br>142 North Ohio<br>Celina, TX 75009<br>E-mail: rranc@celina-tx.gov |
| With a copy to: | Attn: Julie Fort<br>Messer Fort, PLLC<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034<br>E-mail: Julie@txmunicipallaw.com |
| To the Developer: | Attn: Rob McClain<br>Jabez Development, LP<br>1038 Texan Trail<br>Grapevine, TX 76051<br>E-mail: rob.mcclain@jabezdevelopment.com |

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

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement, and any agreement related to fees to be charged by a homeowner's association to support public education, constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

| | |
|---|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Concept Plan |
| Exhibit D | Development Standards |
| Exhibit E | Preliminary HOA Education Support Agreement with Preliminary CCR Terms |

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement.

This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

11.17 Statutory Verifications. Owner makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, Owner understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Owner within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, notwithstanding anything contained in this Agreement to the contrary.

(a) No Boycott of Israel. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(b) Iran, Sudan and Foreign Terrorist Organizations. Owner represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas

Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes Owner and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(c) No Discrimination Against Fossil Fuel Companies. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(d) No Discrimination Against Firearm Entities and Firearm Trade Associations. Owner hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code."

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

EXECUTED by the City and the Developer on the respective dates stated below after approval of the City Council of the City on 10-08, 2024

Date: 10-08-24

**CITY OF CELINA**

By: _____
Ryan Tubbs, Mayor

ATTEST:

_____
Lauren Vaughns, City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 08 day of 10, 2024, by Ryan Tubbs, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

LAUREN FIELD
Notary Public, State of Texas
Comm. Expires 07-05-2026
Notary ID 129873163

_____
Name printed or typed

Commission Expires: _____

**DEVELOPER:**

Jabez Development

By: _____

Name: Matt Wiggins

Title: CFO

**STATE OF TEXAS** §
§
**COUNTY OF** Tarrant §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on Oct. 8, 2024 personally appeared Matt Wiggins, CFO of Jabez Development, a _____ company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

Danae Sheridan
Notary Public in and for the State of Texas

DANAE R. SHERIDAN NOTARY PUBLIC STATE OF TEXAS ID 134506024 EXP. 08-14-2027

# EXHIBIT A
# DESCRIPTION OF THE PROPERTY

[redacted]

# EXHIBIT B
# DEPICTION OF THE PROPERTY

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

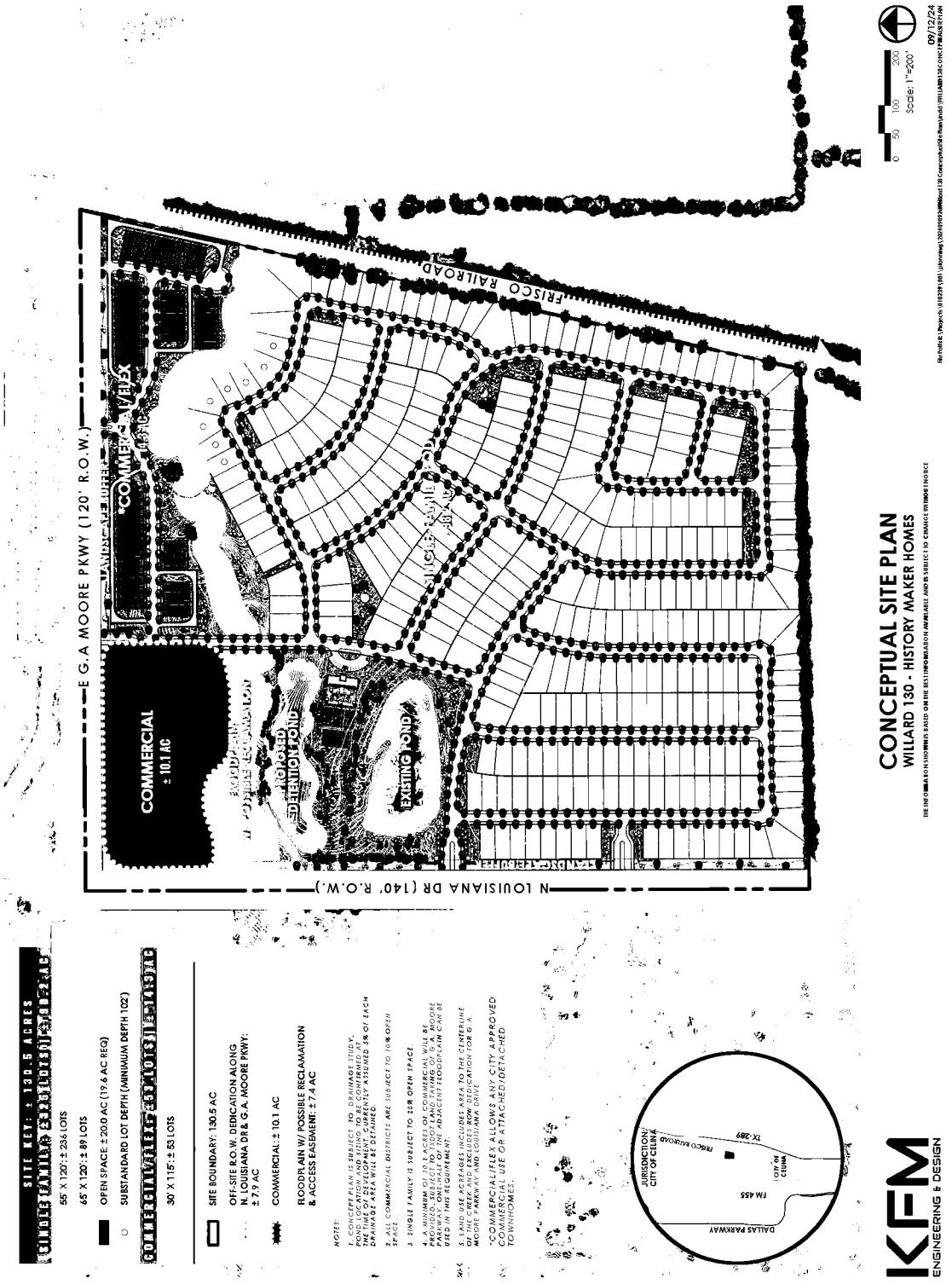
THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

# EXHIBIT C
# CONCEPT PLAN



# EXHIBIT D
# DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), Single-Family Residential, Attached District (SF-A), and Commercial, Office, & Retail District (C) base zoning, with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development. The applicant can use this document accordingly and can move directly to Construction Documents and Final Plat.

2. The lot mix shall be per the table below:

| | Smallest Lot Size | Largest Lot Size |
|---|---|---|
| Min. Width | 55’ | 65’ |
| Lot % (Min/Max) | N/A | 25% Min. |
| Front-Loaded Garage | Allowed | Allowed |

3. The proposed Townhomes shall abide by the Single-Family Residential, Attached District (SF-A), and may be either attached or detached.

4. A minimum of 8 acres shall be reserved for the Commercial at the corner.

# EXHIBIT E
# EDUCATION FUND AGREEMENT
# [INSERT NAME OF DEVELOPMENT]

This EDUCATION FUND AGREEMENT (this "Agreement") is made between (INSERT NAME OF HOA) (the "HOA") and the Celina Association of Renaissance Excellence ("CARE"), a 501(c)(3) nonprofit corporation registered in the State of Texas. The HOA and CARE may be referred to herein individually as a "Party" or collectively as the "Parties". The effective date of this Agreement (the "Effective Date") shall be the latest date on which this Agreement is fully executed by the HOA and CARE.

## RECITALS

**WHEREAS,** HOA is the homeowners' association of a master planned community located in (INSERT COUNTY NAME) County, Texas, containing approximately (INSERT NUMBER OF ACRES) acres of property, as described in **Exhibit A** hereto, known as "_____" (the "Community"), which shall be governed by the HOA in accordance with the terms and provisions of a master covenant, as the same may be amended from time to time (the "Master Covenant"); and

**WHEREAS,** the Parties desire to enter into a written agreement to memorialize the terms obligating the HOA to establish a continuing education fund (the "Fund"), described hereunder, to directly benefit the Community and each residential lot within the Community by providing educational, charitable and recreational activities and/or infrastructure to support quality of life ("Community Benefits"); and

**WHEREAS,** CARE is a corporation exempt from federal taxation under Section 501(c)(3), Internal Revenue Code of 1986 and was established to benefit Celina, Texas student academic improvement and achievement and to encourage students within the Celina Independent School District ("CISD") to pursue academic excellence; and

**WHEREAS,** the Parties agree that CARE shall be the sole beneficiary of the Fund and that all Fund balances shall be donated to CARE (the "Donations"); and

**WHEREAS,** CARE herby promises and agrees to use all Donations exclusively for the benefit of the Community and each residential lot within the Community by providing Community Benefits; and

**WHEREAS,** the Parties intend this Agreement to fully satisfy the requirement of Texas Property Code Chapter 5, Subchapter G, and agree that the contribution covenant described hereunder does not create a "private transfer fee" and that all Fund contributions arising from the

sale and resale of homes within the Community (the "Contributions") qualify under Texas Property Code Section 5.202(b)(9)(C) as permissible.

**NOW THEREFORE,** for and in consideration of the mutual promises of the Parties as set forth in this Agreement and for other good and valuable consideration the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I.
## EDUCATION FUND CONTRIBUTION

1.1 Community Contribution Covenant. HOA shall cause to be recorded that certain Community Contribution Covenant, in the Official Public Records of each county in which said property is located (the "CCC"). The terms and provisions of the CCC shall be administered by the HOA and be substantially and functionally similar as the sample attached hereto as **Exhibit B**.

1.2 Continuing Education Fund. The CCC shall provide (a) that the HOA is required to collect a Contribution at the closing of each conveyance of a residential lot with a completed residence thereon (each a "Home"); (b) that said Contribution shall be in an amount equal to the sales price of the Home multiplied by .001, e.g., a house sale of $400,000 would generate a $400 contribution; (c) that all Contributions shall be deposited into the Fund's account and kept separate from all other HOA collections; and (d) that all Contributions shall be used in compliance with Texas Property Code Section 5.202(b)(9)(C) for the benefit of the Community and each Home within the Community. The HOA shall deliver Donations to CARE biannually, with payments being made on or before June 30th and December 31st of each calendar year. Donations must be made in amounts that represent the total of all Contributions actually collected and deposited into the Fund since the date of the last payment.

1.3 Use of Contributions by CARE. CARE shall only use Contributions to support educational, charitable, and recreational activities within CISD and hereby promises and agrees not to use Contributions for operational expenses, including but not limited to rent and utilities, wages and salaries, accounting and legal fees, interest expense, business travel, other overhead costs, and general and administrative expenses. CARE further promises and agrees to not grant CISD Contributions for operational expenses.

1.4 Right of Audit. CARE shall deliver an accounting of expenditures to the HOA on June 30$^{th}$ and December 31$^{st}$ of each calendar year detailing how Contribution payments have been spent since the date of last payment.

1.5 (INCUDE ONLY FOR COMMUNITIES IN DENTON COUNTY)Encumbered Property**.** The property described in **Exhibit A** is located in a public school attendance zone within a county with a population over 650,000, which is adjacent to both Dallas County and Tarrant County, each with a population over 1.8 million.

## ARTICLE II.
## ADDITIONAL PROVISIONS

2.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

2.2 Severability. If any provision of this Agreement is determined by the final judgment of any court to be unenforceable, then such unenforceable provision shall be deleted from this Agreement, and the remainder of this Agreement shall be enforceable and shall be interpreted to give effect to the purposes and intent of the Parties represented by the remainder of this Agreement.

2.3 Term. The term of this Agreement shall begin on the Effective Date and shall continue until either the HOA or CARE dissolves, ceases to exist, or when all obligations of HOA, and CARE under this Agreement have been fulfilled.

2.4 Default and Remedies. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has had a reasonable time to cure the alleged failure (such reasonable time shall be determined based on the nature of the alleged failure and shall not to exceed thirty (30) days). In addition, no Party shall be in default under this Agreement if, within the applicable reasonable cure period, the Party to whom the default notice was given begins performance and thereafter uses its best efforts to diligently and continuously pursue performance until the alleged failure has been cured. If a Party is in default under this Agreement, then the non-defaulting Party shall be entitled to all remedies available under applicable law. The failure of either Party to insist, in one or more instances, upon performance by the other Party of any provision of this Agreement shall not be construed as a waiver of future performance of such provision.

2.5 Notices. Any notice required or contemplated by this Agreement shall be deemed given: (a) if mailed via U.S. Mail, Certified mail Return Receipt Requested, on the date actually

received at the delivery address: or (b) if deposited with a private delivery service (such as UPS or FedEx), when delivered, as evidenced by a receipt signed by a person at the delivery address. All notices shall be addressed as set forth below; however, any Party may change its address for purposes of this Agreement by giving notice of such change, as provided by this Section 2.6.

If to CARE:

_____
_____
_____

With a Copy to:

_____
_____
_____

If to HOA:

_____
_____
_____

With a Copy to:

_____
_____
_____

2.6 Applicable Law. This Agreement shall be interpreted in accordance with the Laws of the State of Texas and venue for any action in connection with this Agreement and shall be Collin County, Texas.

2.7 Benefited Parties. This Agreement is for the benefit of the HOA and its members, the Community and each Home within the Community, CISD students in the Community and the CISD community, and CARE. This Agreement shall not be construed as conferring any right on or to any other party.

2.8 Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter of this Agreement and supersedes and replaces any and all prior understandings and agreements, whether written or oral. This

Agreement shall not be amended except in writing signed by the Parties.

2.9 Good Faith Cooperation. The Parties agree to use good faith in the performance of their respective duties and obligations under this Agreement such that the intent of the Parties shall be fulfilled. The Parties further agree to take such additional actions, from time to time, as may be necessary to fully carry out the purposes and intent of this Agreement including, but not limited to, the execution of further documentation.

2.10 Representations and Warranties. Each Party represents and warrants that: (a) the execution of this Agreement has been approved and authorized by such Party; (b) this Agreement is binding upon and enforceable against such Party in accordance with the provisions hereof; (c) such Party has the ability to perform its duties and obligations under this Agreement; and (d) that the performance by such Party of its duties and obligations under this Agreement will not violate any other agreement by which such Party is bound. Should any provision of this Agreement be held by a court of competent jurisdiction to be void, invalid or unenforceable, the Parties agree to amend this Agreement in a manner that is lawful but still satisfies the intent of the Parties.

2.11 Attorney's Fees. In the event either Party files a lawsuit in connection with the enforcement of this Agreement, each Party shall be responsible for its own attorney's fees, whether or not such Party is the prevailing Party and might otherwise be entitled to recover all reasonable costs and expenses paid or incurred as the prevailing Party in connection with such lawsuit.

2.12 Miscellaneous. This Agreement may be executed in the multiple separate counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures on counterparts of this Agreement that are transmitted electronically shall be deemed effective for all purposes. If, pursuant to this Agreement, any date indicated herein falls on a holiday or a Saturday or Sunday, the date so indicated shall mean the next business day following such date. The term "holiday" shall mean any day on which state or national banks are not open for business in the State of Texas or public schools of CISD are not open for classes.

[Signature Pages Follow]

**HOA:**

_____

_____

By: _____

Name: _____

Title: _____

**STATE OF TEXAS** §

§

**COUNTY OF___** §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

**CELINA ASSOCIATION OF RENAISSANCE EXCELLENCE:**

_____

_____

By: _____

Name: _____

Title: _____

**STATE OF TEXAS** §

§

**COUNTY OF___** §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 20__, personally appeared _____, _____ of _____, a Texas limited liability company and acknowledged that he executed the foregoing document on behalf of said limited liability company.

_____

Notary Public in and for the State of Texas

# EXHIBIT A—PROPERTY DESCRIPTION

BEING all of that tract of land situated in the J. Herron Survey, Abstract No. 377, Collin County, Texas, and being all of a called 65.00 acre tract of land described as Tract One and a portion of a called 77.00 acre tract of land described as Tract Two in the deed to Denise Lynn Willard, recorded in Instrument No. 20030807001536540, Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a railroad spike found at the intersection of North Louisiana Drive (Business 289) and County Road 99 for the northwest corner of said 65.00 acre tract, common to the southwest of a called 75.3364 acre tract of land described in the deed to Celina Independent School District, recorded in Instrument No. 20210208000267470, said Official Pubic Records;

THENCE North 89°32'48" East, in said County Road 99 with the northerly lines of said 65.00 acre tract and said 77.00 acre tract and with the southerly line of said 75.3364 acre tract, a distance of 2,465.35 feet to a mag nail set in the westerly right-of-way line of the Burlington Northern Santa Fe Railroad for the northeast corner of said 77.00 acre tract, common to the southeast corner of said 75.3364;

THENCE South 12°26'51" West, with the westerly right-of-way line of said Burlington Northern Santa Fe Railroad, a distance of 2,681.02 feet to a 5/8-inch iron rod found in the southerly line of said 77.00 acre tract and in the northerly line of a called 76.9 acre tract of land described as Tract 1 in the deed to Richard Kevin O'Brien, recorded in Instrument No. 96-0007762, said Official Public Records;

THENCE South 89°14'19" West, with the southerly lines of said 65.00 acre tract and said 77.00 acre tract, and with the northerly line of said 76.9 acre tract, a distance of 1,313.54 feet to a 1/2-inch iron rod found for the northeast corner of a called 1.98 acre tract of land described in the deed to Tyson S. Harper and Christina M. Harper, recorded in Instrument No. 20160301000239020, said Official Public Records;

THENCE South 89°24'13" West, continuing with the southerly line of said 65.00-acre tract and with the northerly line of said 1.98 acre tract, a distance of 565.69 feet to a mag nail set in said North Louisiana Drive for the southwest corner of said 65.00 acre tract, common to the northwest corner of said 1.98 acre tract.

THENCE North 00°10'54" West, in said North Louisiana Drive with the westerly line of said 65.00 acre tract, a distance of 2,621.86 feet to the POINT OF BEGINNING and enclosing 130.530 acres (5,685,902 square feet) of land, more or less.

## EXHIBIT B—SAMPLE CCC

### ARTICLE XX
### DEFINITIONS

Any capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Master Covenant. Additionally, unless the context otherwise specifies or requires, the following words and phrases when used in this Covenant will have the meanings hereinafter specified.

"**Association**" means (insert HOA name and Secretary of State Registry) created under the Master Covenant to administer and govern the Community. The Association acts through a Majority vote of the Board.

"**Board**" means the Board of Directors of the Association. All acts of the Board hereunder shall be deemed an act of the Association when taken by a Majority vote of the Board.

"**Community**" refers to all or any portion of the Property made subject to the Master Covenant, and therefore this Covenant, which is described in the Notice of Applicability recorded pursuant to *Section XX* of the Master Covenant.

"**Community Enhancement Fee**" means a fee equal to the Transfer Price (as defined herein) multiplied by .001, e.g., a house sale of $400,000 would generate a $400 fee, unless the Transfer in question is excluded under this Covenant, which is payable to the Association upon the Transfer of any Lot or Condominium Unit with the Community.

"**Community Investment Fund**" means the account designated pursuant to this Covenant to receive the Community Enhancement Fee.

"**Condominium Unit**" means an individual unit, including any common element assigned thereto, within a condominium regime, if any, established within the Community. A Condominium Unit may be intended and designated in any Development Area Declaration for residential, commercial or live/work purposes.

"**Lot**" means any portion of the Community designated by Declarant in a Recorded written instrument or as shown as a subdivided lot on a plat other than Common Area, Special Common Area, or Lot on which a condominium regime has been established, and shall include both Commercial Lots and Residential Lots.

"**Majority**" means more than half.

"**Transfer**" means, for the purposes of the Community Enhancement Fee, any conveyance, assignment, or other grant or transfer of beneficial ownership of a Lot or Condominium Unit, whether occurring in one transaction or a series of related transactions, including but not limited

to: (a) the conveyance of fee simple title to any Lot or Condominium Unit; (b) the transfer of more than fifty percent (50%) of the outstanding shares of the voting stock of a corporation which, directly, or indirectly, owns one or more Lots or Condominium Units; and (c) the transfer of more than fifty percent (50%) of the interests in net profits or net losses of any partnership, limited liability company, joint venture or other entity which, directly or indirectly, owns one or more Lots or Condominium Units; but "Transfer" shall not mean or include grants or conveyances expressly excluded under this Covenant.

"**Transferred Price**" means the greater of: (a) the price paid by the Transferee for the Lot or Condominium Unit; or (b) the value of the Lot or Condominium Unit, including any improvements or betterments constructed thereon, as determined by the Central Appraisal District of the county in which the Lot or Condominium Unit is located in their most recent valuation, excluding any reductions or exemptions, of such Lot or Condominium Unit for ad valorem tax purposes. For purposes of subparagraph (b) of the immediately preceding sentence, "valuation" means the appraised value without giving effect to any applicable tax exemptions.

"**Transferee**" means all parties to whom any interest passes by a Transfer, and each party included in the term Transferee shall have joint and several liability for all obligations of that transfer, as provided for in this Covenant.

"**Transferor**" means all parties who pass or convey any interest by a Transfer, and each party included in the term Transferor shall have joint and several liability for all obligations of that Transfer as provided for in this Covenant.

## ARTICLE XX
## COMMUNITY ENHANCEMENT FEE

**Community Enhancement Fee**. The Board, acting on behalf of the Association shall levy and collect the Community Enhancement Fee, as further set forth below.

**Community Activities, Services and Programs**. The Community Enhancement Fee shall be used to directly benefit the members of the Association and each Lot and Condominium Unit within the Association by providing the Community Enhancement Fee to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District, in accordance with this Covenant, provided the recipient of the Community Enhancement Fee uses the funds for such stated purposes, in accordance with its bylaws, and not for operations or administration of the receiving entity.

**Community Enhancement Fee Obligations**. The covenants, conditions and restrictions set forth below are hereby impressed upon the Property.

(a) Obligation to Pay Community Enhancement Fee. Upon the Transfer of any Lot or

Condominium Unit within the Community, the Transferor thereof shall be obligated to pay a **Community Enhancement Fee** to the Association equal to the **Transfer Price multiplied .001** (for example, the Community Enhancement Fee shall be $400 for the Transfer of a $400,000 Lot or Condominium Unit), unless the Transfer in question is excluded under this Covenant. The Community Enhancement Fee is imposed not as a penalty and not as a tax but as a means to provide additional funding to fulfill the goals set forth in the Master Covenant and this Covenant for the betterment of the Community. As such, the Community Enhancement Fee shall be deemed an assessment imposed by and subject to all rights, obligations and provisions set forth in the Master Covenant and this Covenant.

(b) Liability for the Community Enhancement Fee. If the Transferor does not pay the Community Enhancement Fee as required by this section, the Community Enhancement Fee payment shall become the personal obligation of the Transferee under the Transfer in question and there shall be a lien against the applicable Lot or Condominium Unit for the amount of the Community Enhancement Fee and any fees or sums associated with collection of same, and, if unpaid, shall be handled in accordance with the Master Covenant.

(c) Deposit of Community Enhancement Fee into Community Investment Fund. On behalf of the Association, the Board will establish a Community Investment Fund with a reputable financial institution for purposes of depositing, receiving and distributing the proceeds of the Community Enhancement Fee. No other funds will be deposited or held in the Community Investment Fund other than the proceeds of the Community Enhancement Fee and any interest earned thereon. Within sixty (60) days after the end of each calendar year, the Board shall cause to be prepared a Community Enhancement Fee receipts and disbursements schedule which may be in form which may be reviewed, on an annual basis, by a Certified Public Accountant.

(d) Due on Closing and Method for Payment. Payment of the Community Enhancement Fee shall be made upon the closing of the Transfer in cash or cash equivalent funds to the Association, at the address and account number specified by the Board from time to time. With such payment, the Transferor shall provide, or cause to be provided by the title company, a written report in a form approved by the Board (the "**Community Enhancement Fee Report**") which: (i) describes the Transfer and the Lot or Condominium Unit; (ii) sets forth the Transfer Price for the Transfer and the names and addresses of Transferor and Transferee; and (iii) provides such other information as the Board may reasonably require. The Board, at its own expense, shall have the right at any time during regular business hours to inspect and copy all records of a property closing of any owner or Transferor which are reasonably related to the payment of the Community Enhancement Fee.

(e) Disbursements. Upon majority vote, the Board may, from time to time, but no less frequently than bi-annually on June 30th and December 31st of each calendar year, make disbursements from the Community Investment Fund to entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Internal Revenue Code may be amended from time to time, that support the educational, charitable and recreational purposes of Celina Independent School District or to pay costs to administer this Covenant or the Community Investment Fund. The Association waives its statutory right to control a qualified recipient of disbursements hereunder.

(f) Community Enhancement Fee Lien and Foreclosure. Each owner, by accepting an interest in or title to a Lot or Condominium Unit, whether or not it is so expressed in the instrument of conveyance, covenants and agrees to pay the Community Enhancement Fee to the Association. Each Community Enhancement Fee is a charge on the Lot or Condominium Unit and is secured

by a continuing lien on the Lot or Condominium Unit in the same manner as an assessment lien arising under the Master Covenant. Each owner, and each prospective owner, is placed on notice that the owner's title may be subject to the continuing lien for the Community Enhancement Fee attributable to a period prior to the date that the owner purchased a Lot or Condominium Unit. An express lien on each Lot or Condominium Unit is hereby granted and conveyed by Declarant to the Association to secure the payment of the Community Enhancement Fee which shall be enforced as an assessment lien in accordance with the terms and provisions set forth in the Master Covenant. The Community Enhancement Fee lien is superior to all other liens and encumbrances on a Lot or Condominium Unit, except only for: (i) tax and governmental assessment liens; (ii) all sums secured by a first Recorded deed of trust lien, to the extent such lien secures sums borrowed for the acquisition or improvement of the Lot or Condominium Unit in question; and (iii) home equity loans or home equity lines of credit which are secured by a Recorded second deed of trust lien; provided that, in the case of subparagraphs (ii) and (iii) above, such deed of trust lien was Recorded before the Community Enhancement Fee lien. The Community Enhancement Fee lien is superior to a lien arising from the construction of improvements to the Lot or Condominium Unit regardless of when recorded or perfected. It is also superior to any recorded assignment of the right to insurance proceeds on the Lot unless the assignment is part of a superior deed of trust lien. Foreclosure of a superior lien extinguishes the Association's claim against the Lot or Condominium Unit for an unpaid Community Enhancement Fee that became due before the sale, but does not extinguish the Association's claim against the former owner personally for the payment of such Community Enhancement Fee. The Association's lien for the Community Enhancement Fee is created by recordation of this Covenant, which constitutes record notice and perfection of the lien. No other recordation of a lien or notice of lien is required. However, the Association may record a notice of the lien in the Official Public Records of the county in which the property is located. If the debt is cured after a notice has been recorded, the Association will record a release of the notice of lien at the expense of the curing owner and may require reimbursement of its costs of preparing and recording the notice of lien before granting the release. By accepting an interest in or title to a Lot or Condominium Unit, each owner grants to the Association a power of sale in connection with the Community Enhancement Fee lien, which may be exercised in the same manner as all other assessment liens as further set forth in the Master Covenant.

(g) Reporting Required for Exclusions from Community Enhancement Fee. If a Transferor is involved in a Transfer that Transferor believes is excluded from the requirement to pay the Community Enhancement Fee under this Covenant, the Transferor shall provide written notice (the "Notice of Claim of Exclusion") to the Board a minimum of five (5) business days prior to the Transfer in question. The Notice of Claim of Exclusion shall include the Transfer details and the reason the Transferor believes such Transfer should be excluded. If, after review of the Notice of Claim of Exclusion, the Board does not concur that the Transfer in question should be excluded from the Community Enhancement Fee, (i) the Board will notify the Transferor or the Transferor's title company of its obligation to pay the Community Enhancement Fee to the Association and (ii) the Transferor shall pay the applicable Community Enhancement Fee. Prior to its decision on any Notice of Claim of Exclusion, the Board may request additional information or clarification from the Transferor submitting a Notice of Claim of Exclusion, and the Transferor shall promptly provide the Board with the additional information being requested by the Board. Copies of all notices and correspondence between the Transferor and the Board under this section shall be provided to the Transferee by the Transferor.

(h) Exclusions from the Community Enhancement Fee. The Community Enhancement Fee shall not apply to the following, except to the extent any of the following Transfers (set forth below in subparagraphs i – xiii) are used for the purpose of avoiding the Community Enhancement Fee.

i. Transfers to Certain Governmental Agencies. Any Transfer to the United States, or any agency or instrumentality thereof, the State of Texas, or any city, county, municipality, district or other political subdivision thereof.

ii. Transfer to the Association. Any Transfer to the property owner association created pursuant to the Master Covenant, or it respective successors or assignees.

iii. Transfer to Declarant. Any Transfer to Declarant, any affiliate of Declarant or their successors or assignees.

iv. Transfer from Declarant. Any Transfer from Declarant, any affiliate of Declarant or their successors or assignees.

v. Transfer to Development Owner. Any Transfer from Declarant, or its successors, assignees or affiliates to Development Owner. For purposes of this subparagraph, "**Development Owner**" means any owner who acquires a Lot for the purpose of resale to a Homebuilder; and "**Homebuilder**" means any owner who is in the business of constructing residences for resale to third parties and intends to construct a residence on a Lot or Condominium Unit for resale to a third party.

vi. Exempt Family or Related Transfers. Any Transfer, whether outright or in trust that is for the benefit of the Transferor or his or her relatives, but only if there is no more than nominal consideration for the Transfer. For the purposes of this exclusion, the relatives of a Transferor shall include all lineal descendants of any grandparent of the Transferor, and the spouses of the descendants. Any person's stepchildren and adopted children shall be recognized as descendants of that person for all purposes of this exclusion.

vii. Exemption for Transfers on Death. Any Transfer or change of interest by reason of death, whether provided for in a will, trust or decree of distribution.

viii. Exempt Technical Transfers. Any Transfer made solely for the purpose of confirming, correcting, modifying or supplementing a Transfer previously recorded, making minor boundary adjustments, removing clouds on titles, or granting easements, rights-of-way or licenses.

ix. Exempt Court Ordered Transfers. Any Transfer pursuant to any decree or order of a court of record determining or vesting title, including a final order awarding title pursuant to a divorce or condemnation proceeding.

x. Exempt Transfers on Conveyance to Satisfy Certain Debts. Any Transfer to secure a debt or other obligation or to release property which is security for a debt or other obligation, including Transfers in connection with foreclosure of a deed of trust or Transfers in connection with a deed given in lieu of foreclosure.

xi. Holding Company Exception. Any Transfer made by a corporation or other entity, for consideration (i) to any other corporation or entity which owns one-hundred percent (100%) of its equity securities (a **"Holding Company"),** or (ii) to a corporation or entity whose stock or other equity securities are owned,

directly or indirectly, one-hundred percent (100%) by such Holding Company.

xii. Subsidiary Conveyance Exemption. Any Transfer from a partially owned direct or indirect subsidiary corporation to its direct or indirect parent corporation where consideration is paid for, or in connection with such transfer.

xiii. Exemption for Certain Conveyances of Convenience. The consecutive Transfer of a Lot or Condominium Unit wherein the interim owner acquires such Lot or Condominium Unit for the sole purpose of immediately re-conveying such Lot or Condominium Unit to the ultimate owner and such interim owner receives no right to use or enjoyment of such Lot or Condominium Unit, provided the Board specifically approves such exemption in each particular case.

**Collin County**
**Honorable Stacey Kemp**
**Collin County Clerk**

**Instrument Number:** 2024000125284

eRecording - Real Property

AGREEMENT

Recorded On: October 10, 2024 11:12 AM

Number of Pages: 43

**" Examined and Charged as Follows: "**

Total Recording: $189.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

| | |
|---|---|
| Document Number: | 2024000125284 |
| Receipt Number: | 20241010000321 |
| Recorded Date/Time: | October 10, 2024 11:12 AM |
| User: | Suzanne S |
| Station: | Station 9 |

**Record and Return To:**

CSC

**STATE OF TEXAS**
**COUNTY OF COLLIN**

**I hereby certify that this Instrument was** FILED **In the File Number sequence on the date/time printed hereon, and was duly** RECORDED **in the Official Public Records of Collin County, Texas.**

Honorable Stacey Kemp
Collin County Clerk
Collin County, TX

Life Connected.

**Planning**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Dusty McAfee, Director of Development Services |
| CC: | Kimberly Brawner, Assistant City Manager |
| Intiated by: | Haley Yansky |
| Date: | May 13, 2025 |
| Re: | Mesa Verde - Development Agreement |

**Action Requested:**
Conduct a public hearing to consider and act upon a request for a Development Agreement on approximately 40 acres of land; generally located south of County Road 59 and 1,000 feet east of Celina Parkway, within the Extraterritorial Jurisdiction (ETJ). (Mesa Verde – Development Agreement). (Mohan)

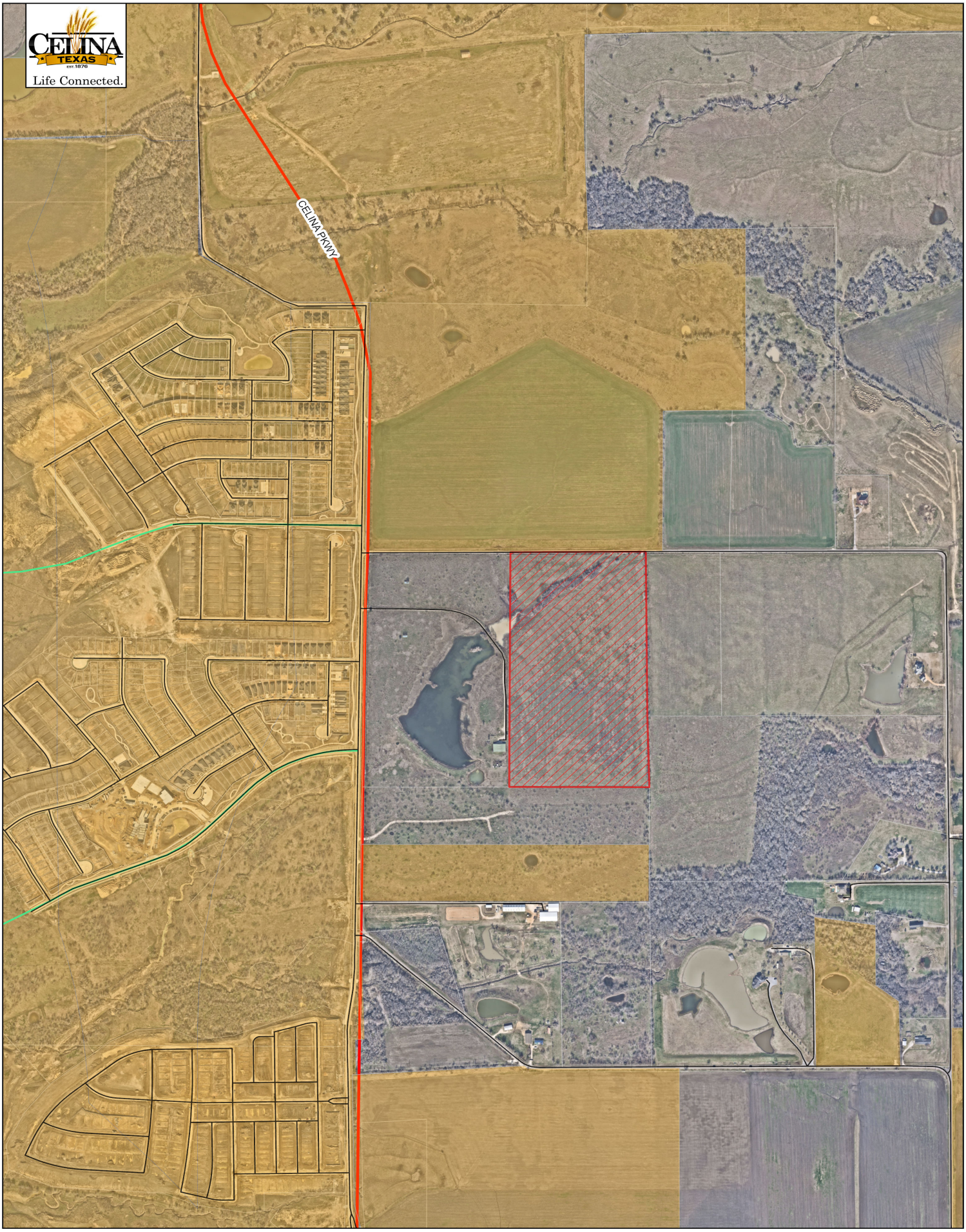
**Background Information:**
This request is for a Development Agreement on approximately 40 acres of land to develop a detached Single-Family Residential neighborhood, consisting of 55' and 65' wide lots. The proposed Development Agreement outlines the future annexation and zoning for the property, which is contemplated to be a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R). A new neighborhood does not conflict with the City's long-range plans. The applicant is requesting a PID. Please refer to the attached documents for further information.

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

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

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends approval as presented.




## Legend

- Roads
- City Limits
- Parcels
- Subject Property

# 25-DA-02 Mesa Verde DA Location Map

**City of Celina**

2/26/2025

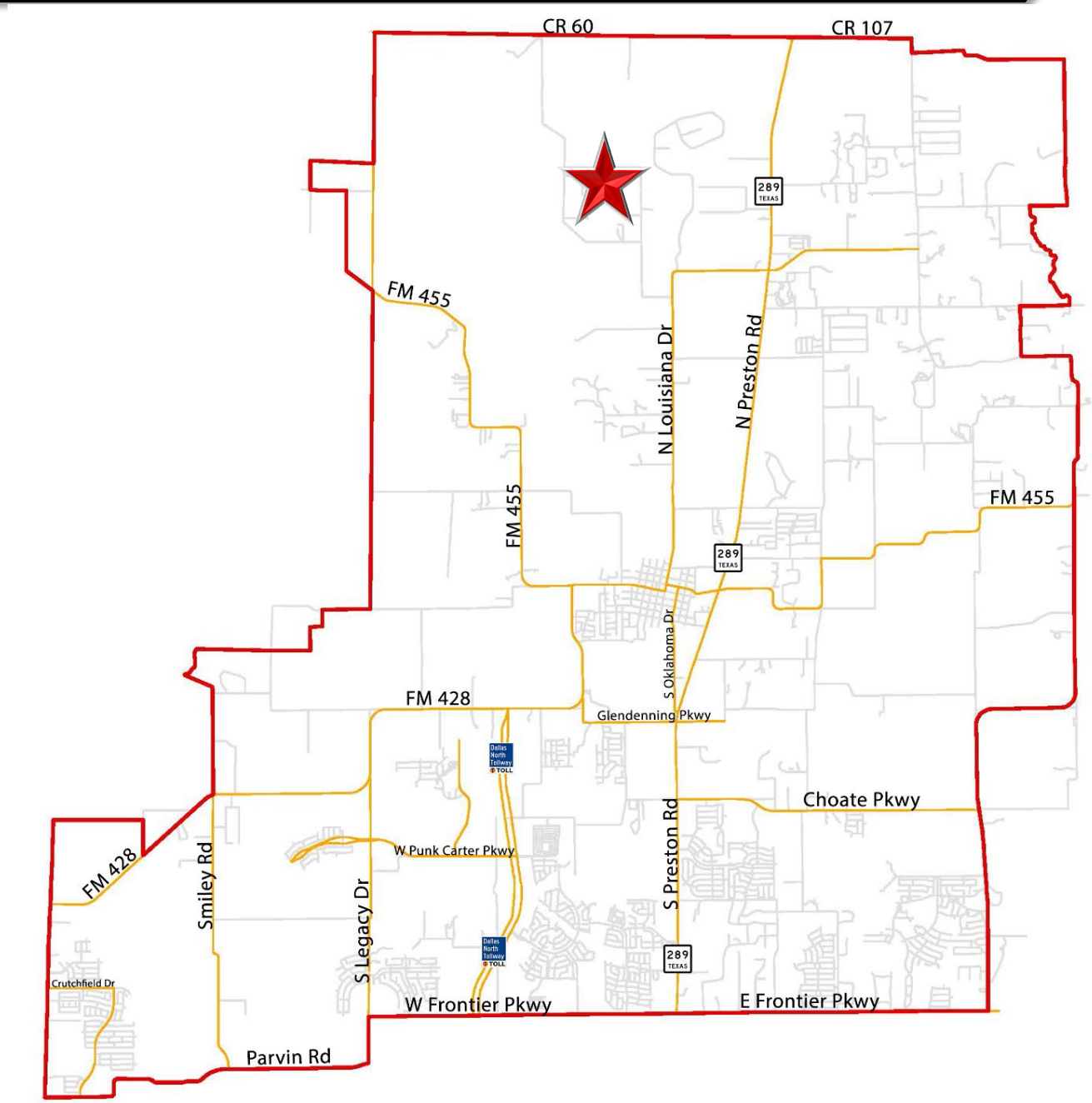
N
W E
S

0 500 1,000 Feet

# MESA VERDE

## Development Agreement

City Council
May 13, 2025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CR 107
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TEXAS
FM 455
N Louisiana Dr
N Preston Rd
FM 455
FM 455
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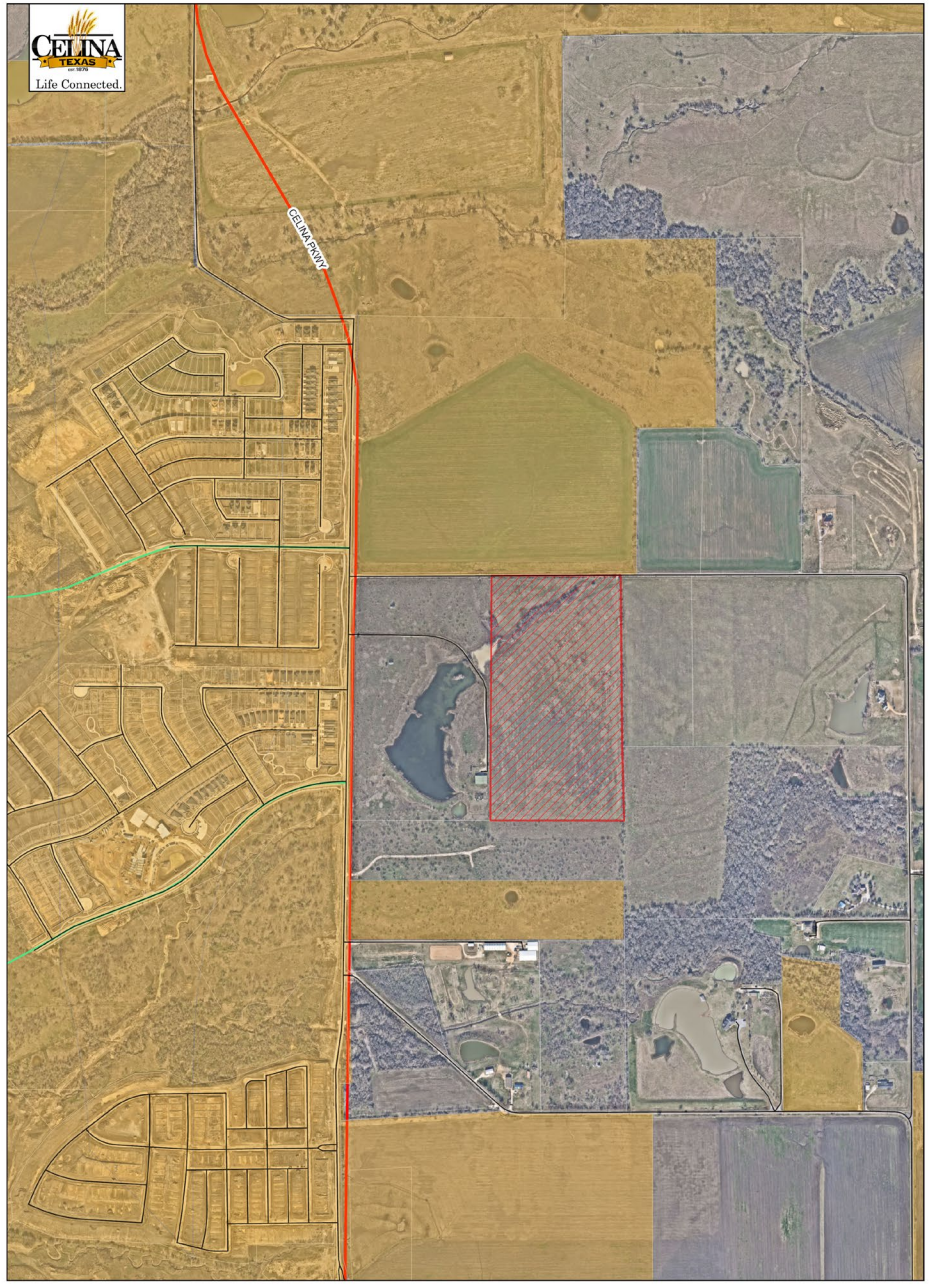
TEXAS
S Oklahoma Dr
FM 428
Glendenning Pkwy
Dallas North Tollway TOLL
Choate Pkwy
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
S Preston Rd
Dallas North Tollway TOLL
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd




# LOCATION MAP

The subject property is generally located at the southeast corner of Celina Parkway and County Road 59

# BACKGROUND

- The subject property is approximately 40 acres
- The property is currently within the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that expires in 2035
- The applicant is proposing to develop a new single-family neighborhood
- The proposed Development Agreement outlines the future annexation and zoning for the property

# CONCEPT PLAN

**SITE KEY**

SITE BOUNDARY: ± 39.7 ACRES

OPEN SPACE REQUIRED: ± 7.8 ACRES

OPEN SPACE PROVIDED: ± 8.8 ACRES

USABLE OPEN SPACE REQUIRED: ± 3.9 ACRES

USABLE OPEN SPACE PROVIDED: ± 5.9 ACRES

*PER CITY CODE, ALL RESIDENTIAL DEVELOPMENTS MUST PROVIDE OPEN SPACE EQUAL TO 20% OF THE TOTAL SITE ACREAGE. 50% OF THAT OPEN SPACE MUST BE USABLE.

AMENITY CENTER: ± 2.7 ACRES

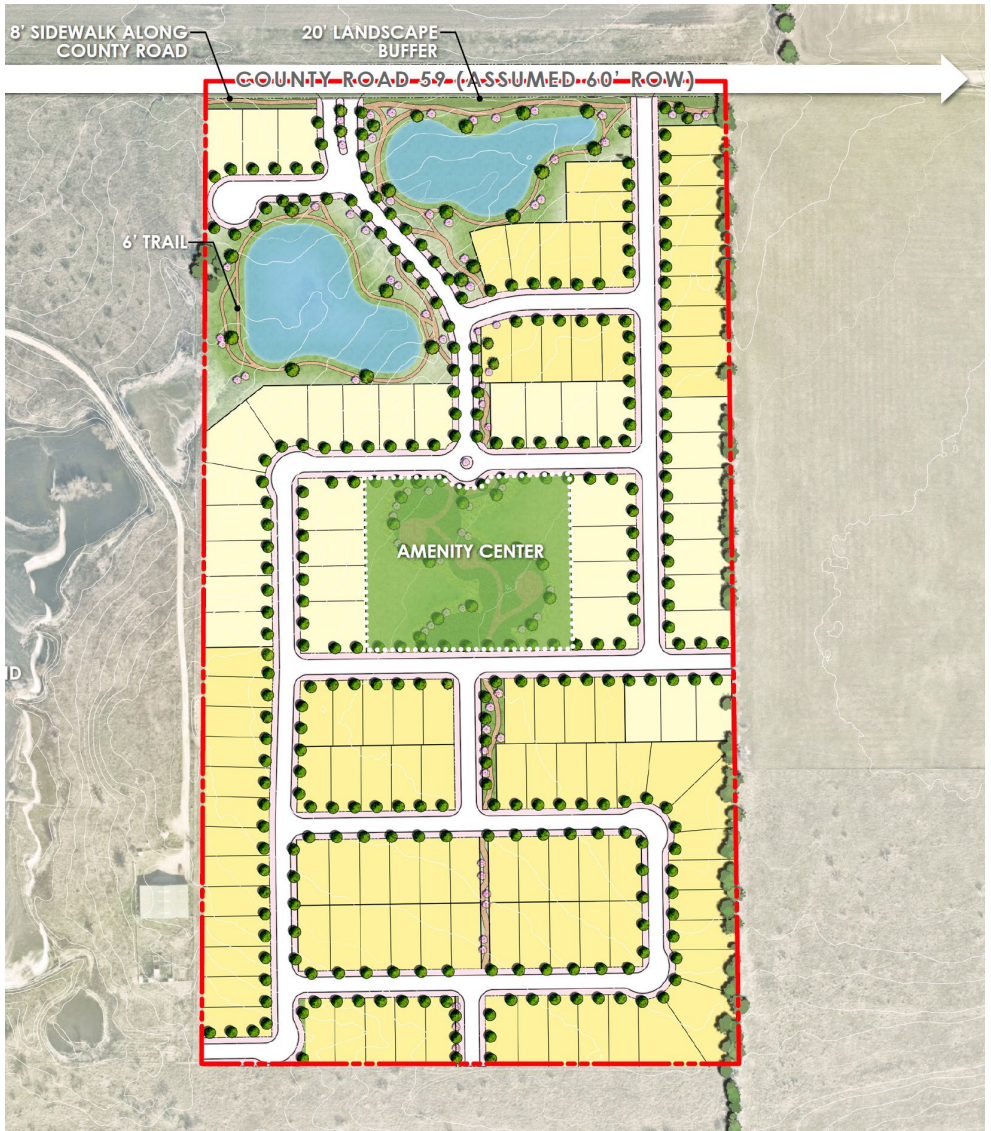
**SINGLE FAMILY: ± 130 LOTS**

55' X 120': ± 94 LOTS

65' X 120': ± 36 LOTS

NOTES:

1. CONCEPT PLAN IS SUBJECT TO DRAINAGE STUDY, POND LOCATION AND SIZING TO BE CONFIRMED AT THE TIME OF DEVELOPMENT.



# OVERVIEW

- The Development Agreement contemplates single-family uses with a base of Single-Family Residential, Detached District (SF-R)
- The following lot mix is proposed:
  - 55' wide lots
  - 65' wide lots (25% minimum)
  - No alleys proposed
- The project is within the 3.5 density cap of the Zoning Ordinance

# POLICY CONSIDERATIONS

- The DA will bring an additional 40 acres into the City Limits, allowing City standards to apply instead of County regulations
- A new neighborhood does not conflict with the City's long-range plans
- No multi-family is proposed
- The applicant is requesting a PID

# RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in April
- There was no public feedback at the public hearing
- Staff recommends approval as presented

# DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Reza A. Mirshams, Mahin Mirshams, Afshin Vahadi, Vafa Mirshams, and Mahnaz Fakhrzadch (collectively the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

## RECITALS

**WHEREAS**, certain capitalized terms used herein are defined in Article I; and

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, on the date the City Council voted to approve this Agreement, Developer owns 40.279 acres of land, generally located south of CR 59 and east of North Celina Parkway, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

**WHEREAS**, the Developer intends to develop the Property as a residential development (the "Development"); and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

**WHEREAS**, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

**WHEREAS**, the Parties intend that the Property will be developed in accordance with the concept plan attached hereto as **Exhibit C** (the "Concept Plan"), the development standards attached hereto as **Exhibit D** (the "Development Standards"); and

**WHEREAS**, the Developer intends to construct and/or make financial contributions to certain onsite and/or offsite public improvements to serve the Development; and

**WHEREAS**, the City holds the certificates of convenience and necessity (the "CCNs") to provide retail water and wastewater service to the Property, and the Parties intend for the City to provide retail water and wastewater service to the Property; and

**WHEREAS**, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage;

water, sanitary sewer, and other utility systems; parks, open space, landscaping, and trail systems; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements"; and

**WHEREAS**, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

**WHEREAS**, the Parties have determined that the Development will increase the quality of housing within the City; and

**WHEREAS**, the Parties have determined that the financing of the Public Infrastructure necessary for the Development can best be achieved by means of a Public Improvement District (a "PID"), described in Chapter 372, Texas Local Government Code, as amended, entitled the "Public Improvement District Assessment Act" (the "PID Act"), as amended; and

**WHEREAS**, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

**WHEREAS,** the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I
## GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

Bank Qualified Debt Fee is defined in Section 7.2(a).

CCNs mean certificates of convenience and necessity.

City is defined in the introductory paragraph.

City Assignee is defined in Section 9.2.

City Council means the city council of the City.

City Regulation(s) means any ordinance, rule, regulation, standard, policy, order, guideline, master plans, or other City-adopted or City-enforced requirement, as amended and adopted by the City for uniform application throughout the corporate limits, and as are applicable to the Development.

Claims is defined in Section 4.2(a).

Concept Plan means the concept plan as shown in **Exhibit C**, as amended in accordance with this Agreement.

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 9.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.5.

End-Buyer is defined in Section 10.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 11.2.

Onsite Public Improvements is defined in the Recitals.

Owner is defined in the Recitals.

Parties means the Developer and the City.

Party means the Developer or the City.

Petition Property is defined in Section 6.1.

PID means a public improvement district created by the City for the benefit of the Property pursuant to the PID Act.

PID Act means Chapter 372, Texas Local Government Code, as amended.

PID Projects is defined in Section 7.1(c).

PID Project Costs is defined in Section 7.1(d).

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other utility systems, parks, open space, landscaping, trail systems, and any other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements.

## ARTICLE II
## PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

(c) Roadway Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Roadway Improvements"):

(1) All roadway Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(2) Offsite improvements to County Road 59 as required by the City Regulations and needed to serve the Development.

(d) Water Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Water Improvements"):

(1) All water Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

(e) Wastewater Improvements by Developer. As required by the City Regulations, Developer shall, as its sole cost and expense, design and construct the following at no cost to the City (the "Wastewater Improvements"):

(1) All wastewater Onsite Public Improvements required by the City Regulations and needed to serve the Development; and

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

(c) Maintenance and operation of open spaces, trails, common areas, right-of-way irrigation systems, right-of-way landscaping, screening walls, detention ponds and any other common improvements or appurtenances is addressed in the Development Standards, and to the extent not addressed shall be maintained and operated by a homeowner's association in accordance with the City Regulations.

## ARTICLE III
## DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards.

(a) Development of the Property shall be subject to the applicable City Regulations.

(b) The Parties agree the Concept Plan was created by the Developer for illustrating the boundary, lot mix and general layout of the Development. Any amendment to the Concept Plan shall be considered an amendment to this Agreement and shall replace the attached Concept Plan and become a part of this Agreement. The City Manager of the City may administratively approve any amendments to the Concept Plan that the City Manager deems in his reasonable discretion to be minor in nature. If the City Manager deems an amendment to not be minor in nature, the Concept Plan may be amended as set forth in the City Regulations.

3.2 Plat. The Developer may submit a plat for all or any portion of the Property. Any plat shall be in general conformance with the Concept Plan, including any amendments. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.4 Building Codes, Fire Codes and Building Materials. *The Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the Property, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property.*

3.5 Internet and Gas Lines. Simultaneously with the construction of water Public Infrastructure, the Developer shall install within public rights-of-way or public easements high-speed internet infrastructure (either fiber or a future technology approved by the City) and gas lines to the perimeter of each lot. The high-speed internet infrastructure/fiber and gas lines shall be adequately sized to serve the intended use of the lot, with the high-speed internet infrastructure/fiber being capable of transmitting high-speed internet of at least 1 gig per second.

Once installed, the Developer shall have no obligation to own, maintain or upgrade such high-speed internet infrastructure or gas lines.

3.6 Dedications for Public Parks, Open Space.

(a) Developer shall dedicate park land or make a payment in lieu of dedication as per City Regulations. At least 20% of the Property shall be developed as open space. Open space areas shall be maintained by a homeowners' association but shall be open to the public (excluding amenity centers, which shall be private). Open space shall be in conformance with the City's Neighborhood Vision Book.

## ARTICLE IV
## DEVELOPMENT PROCESS AND CHARGES

4.1 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, park fees, development fees, inspection fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

4.2 INDEMNIFICATION AND HOLD HARMLESS.

**(a) THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES**

**(c) THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**(d) THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.**

4.3 **THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT.**

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

**(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

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

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

**(C) NUISANCE.**

**(II) THE AMOUNT OF THE DEVELOPER'S FINANCIAL AND INFRASTRUCTURE CONTRIBUTION FOR THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE DEMAND THAT THE DEVELOPER'S**

**ANTICIPATED IMPROVEMENTS AND DEVELOPER'S DEVELOPMENT OF THE PROPERTY PLACES ON THE CITY'S INFRASTRUCTURE.**

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

**(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE V
## TERM

The term of this Agreement shall be for a period of ten (10) years after the Effective Date, except that Section 3.4, plus all provisions referenced in Section 3.4, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

## ARTICLE VI
## ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer agrees to (a) submit a voluntary annexation petition for the Property, or (b) if requested by the City, sign a petition for annexation presented to Developer by the City that may contain additional acres (collectively, the "Petition Property"). Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing City services to the Property. If the City is unable to complete the annexation of the Petition Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Petition Property and/or Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer and to create a PID;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Concept Plan, Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property consistent with the Concept Plan, Development Standards and applicable provisions of this Agreement contemporaneously with the annexation of the Property. Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit D,** Section 3.4 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

## ARTICLE VII
## INFRASTRUCTURE FINANCING

7.1 PID Financing. In consideration of the Developer's obligations included herein, the City proposes to create the PID, to fund, in part, the Public Infrastructure that will confer a special benefit upon the Property. As soon as reasonably practicable following a request by the Developer, and provided the City's financial advisor confirms the bonds meet the below requirements and are marketable to third party institutional investors, the City agrees to issue PID Bonds, subject to City Council approval.

(a) A PID creation petition for the Property has been submitted by the Developer to the City.

(b) PID funding of certain Public Infrastructure as authorized by the PID Act, including but not limited to local streets, water, sewer and storm drainage improvements and appurtenances providing special benefit to a development phase and/or planning area, will include, to the maximum extent authorized by State law, and only as requested by the Developer, one or more of the following: (i) annual payments by the City to the Developer of PID assessments not pledged to the repayment of PID Bonds; (ii) the issuance by the City of PID Bonds secured by PID assessments and/or other security, with a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of valuation; (iii) the issuance by the City

of other bonds secured by PID assessments and/or other security; or (iv) any other method approved by the Parties. The total amount of PID Bonds secured by assessments from the Property shall not exceed the amount stated in the PID creation petition which amount shall not exceed $4,500,000.00.

(c) The Public Infrastructure to be funded by the PID will be described in the PID Service and Assessment Plan, which Public Infrastructure is described in this Agreement and confers a special benefit on the Property (the "PID Projects").

(d) The total estimated cost of the PID Projects (the "PID Project Costs") will be as stated in the PID Service and Assessment Plan, as amended. The PID Project Costs will include the cost of two-year maintenance bonds for the PID Projects.

(e) The Developer determines the PID Project Costs, and the City will prepare a Service and Assessment Plan for the PID. After the City approves the final PID Project Costs, prepares a proposed assessment roll based thereon, and files the Service and Assessment Plan and proposed assessment roll with the City Secretary for public inspection, the City will levy special assessments against the Property.

(f) The City shall review and update the Service and Assessment Plan consistent with the requirements of Section 372.013(b) of the PID Act. As needed for consistency with the updated Service and Assessment Plan and consistent with the requirements of Sections 372.019 and 372.020 of the PID Act, the City shall make supplemental assessments, reassessments or new assessments such that assessments reflect the updated PID Project Costs. Concurrent with the levy of PID assessments and as needed to implement the Service and Assessment Plan, the City and the Developer will enter into a PID reimbursement agreement that provides for the Developer's construction of certain PID Projects and the City's reimbursement to the Developer of certain PID Project Costs.

(g) The City will use its reasonable efforts to issue one or more series of PID Bonds secured, in whole or in part, by assessments levied against benefited property within the PID. PID Bonds may also be secured by any other revenue authorized by the PID Act or other State law and approved by the City Council of the City. The net proceeds from the sale of PID Bonds (i.e., net of costs and expenses of issuance and amounts for debt service reserves and capitalized interest) will be used to pay PID Project Costs. Notwithstanding the foregoing, the obligation of the City to issue PID Bonds is conditioned upon there being a total overall minimum value to lien ratio of 3 to 1 (unless the City, in its sole discretion approves a lower value to lien ratio) assuming that the Public Infrastructure to be financed by the PID as well as other infrastructure for which completion guarantees have been provided are in place as of the date of the fair market valuation as determined by an appraisal and the adequacy of the bond security and the financial obligation of the Developer to pay the amount, if any, by which PID Project Costs exceed the net proceeds from the sale of PID Bonds and the amount, if any, of cost overruns. The City will require the Developer to secure its obligation to pay such deficit by providing a hold back of a portion of the PID Bond proceeds not supported by the total overall 3 to 1 value to lien ratio and/or the deposit of cash to the trust estate for the shortfall. In certain limited circumstances, a performance bond, a letter of credit, or other security acceptable to the City prior to the issuance of the PID Bonds may be considered. The net proceeds from the sale of the PID Bonds will be deposited in and disbursed from a

construction fund created and administered pursuant to the indenture under which the PID Bonds are issued.

7.2 Costs for Non-Bank Qualified Bonds.

(a) If in any calendar year the City issues bonds, notes or other obligations as approved by the City Council for any given year in question that would constitute a qualified tax-exempt obligation but for the issuance of the PID Bonds or other bonds, notes or other obligations supporting public improvements for non-City owned development projects or City owned projects financed for a direct benefit to the non-City owned development projects, including either bonds authorized by Texas Tax Code Chapter 311 or bonds authorized by the PID Act, then the Developer shall pay to the City a fee (the "Bank Qualified Debt Fee") to compensate the City for the debt service savings the City would have achieved had the debt issued by the City been able to be classified as a qualified tax-exempt obligation provided that all other developers or owners benefitting from the City issuing debt are similarly burdened with an obligation to compensate the City. The Bank Qualified Debt Fee of the Developer and all other developers or owners on whose behalf the City issues debt, will be calculated as follows:

> The net present value (calculated based on the Internal Revenue Service bond yield) of the debt service savings that would have accrued to the City had it been able to issue qualified tax-exempt obligation debt multiplied by a fraction, the numerator of which is the amount of debt issued by the City for any particular owner or developer (including the Developer, as applicable) and the denominator of which is the total debt issued by the City for the benefit of all owners or developers (including the Developer, as applicable).

(b) To the extent any developer(s) or owner(s) (including the Developer, as applicable) has (have) paid the Bank Qualified Debt Fee for any particular calendar year, any such Bank Qualified Debt Fee paid subsequently by a developer or owner (including the Developer, as applicable) to the City applicable to the same calendar year shall be reimbursed by the City to the developer(s) or owner(s) (including the Developer, as applicable) as necessary so as to put all developers and owners so paying for the same calendar year in the required payment proportion as set forth above, said reimbursement to be made by the City within ten (10) business days after its receipt of such subsequent payments of the Bank Qualified Debt Fee.

(c) If in any calendar year the City issues PID Bonds on its own account that exceed the amount that would otherwise qualify the City for the issuance of bank qualified debt, or if the City fails to charge the Bank Qualified Debt Fee to any other developer or owner on whose behalf the City has issued debt and fails to cure such oversight, then no Bank Qualified Debt Fee shall be due under this provision and if any Bank Qualified Debt Fee had already been paid to the City under this provision, then such Bank Qualified Debt Fee shall be reimbursed promptly to the Developer from lawfully available and otherwise unencumbered funds.

7.3 PID Notices. When selling any of the Property after the PID is created, the Developer shall provide notices in a form required by and in compliance with Title 2, Chapter 5 of the Texas Property Code, as amended, to anyone who purchases property within the PID and shall notify the purchaser: (a) that the property is located in the PID; (b) that the City has issued

or may issue PID bonds; (c) that the City has levied or may levy PID assessments; (d) of the unpaid reimbursement amount of the PID assessment against the Property; (e) of the estimated annual installments if PID assessments are not paid in full; and (f) of the estimated duration of the PID assessment and annual installments. Further, the Developer shall contractually require builders selling homes to continuously post a notice of the PID assessments in a conspicuous location in each model home and provide an explanation of the PID assessments in written brochures and promotional materials given to each prospective purchaser. This section applies to all owners of all or any portion of the Property

## ARTICLE VIII
## EVENTS OF DEFAULT; REMEDIES

8.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

8.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT**.**

## ARTICLE IX
## ASSIGNMENT AND ENCUMBRANCE

9.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the

City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City

Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

9.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

9.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

9.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

9.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## ARTICLE X
## RECORDATION AND ESTOPPEL CERTIFICATES

10.1 Binding Obligations. This Agreement and all amendments hereto (including amendments to the Concept Plan as allowed in this Agreement) and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement

binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

10.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

## ARTICLE XI
## ADDITIONAL PROVISIONS

11.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

11.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

| | |
|---|---|
| To the City: | Attn: Robert Ranc, City Manager<br>City of Celina<br>142 North Ohio<br>Celina, TX 75009<br>TEL: (972) 382-2682 |
| With a copy to: | Attn: Julie Fort<br>Messer Fort, PLLC<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034<br>TEL: (972) 668-6400 |

| | |
|---|---|
| To the Developer: | Dr. Reza Mirshams, PH.D., P.E.<br>6324 Orchard Park<br>Frisco, TX 75034 |
| With a copy to: | Jim Knight, P.E.<br>KFM Engineering & Design<br>3501 Olympus Boulevard, Suite 100<br>Coppell, TX 75019 |

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

11.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

11.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

11.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

11.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

11.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

11.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

11.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

11.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

11.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

| | |
|---|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Concept Plan |
| Exhibit D | Development Standards |

11.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

11.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of

the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

11.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

11.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

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

11.18 Statutory Provisions. The Developer makes the following representation and verifications to enable the City to comply with Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as heretofore amended (the "Government Code"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification prior to the expiration or earlier termination of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary.

(1) Not a Sanctioned Company. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(2) No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Government Code.

(3) No Discrimination Against Firearm Entities. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Government Code.

(4) No Boycott of Energy Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Government Code.

EXECUTED by the City and the Developer 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, Acting City Secretary

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2025, by Sean Terry, the Mayor of the City of Celina, Texas, on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

_____
Name printed or typed

Commission Expires:_____

**DEVELOPER:**

_____
_____

By: _____
Name: _____
Title: _____

**STATE OF TEXAS** §
§
**COUNTY OF___** §

BEFORE ME, a Notary Public in and for the State of Texas, duly authorized to take acknowledgments, on _____, 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

BEING all of that certain tract or parcel of land situated in the G. Chenoweth Survey, Abstract No. 140, in Collins County, Texas, and being all part of that 40.279 acre tract of land described in the deed to Reza A. Mirshams and Mahin Mirshams; Afshin Vahadi and Vafa Mirshams and Mahna Fakhrzadch, recordedin Document No. 20070614000811580 of the Official Public Records of Collin County, Texas, and being more particularly described as follows:

BEGINNING at a ½-inch iron rod in the approximate centerline of County Road 59 (CR 59), from which the northwest corner of a 81.47 acre tract of land described in the deed to John Lyons and wife, Gayle Lyons, recorded in Document No. 97-0090578, Official Public Records of Collin County, Texas, and being at the intersection of the approximate centerlines of CR 59 and CR 58 bears N89°15'31"W a distance of 994.26 feet;

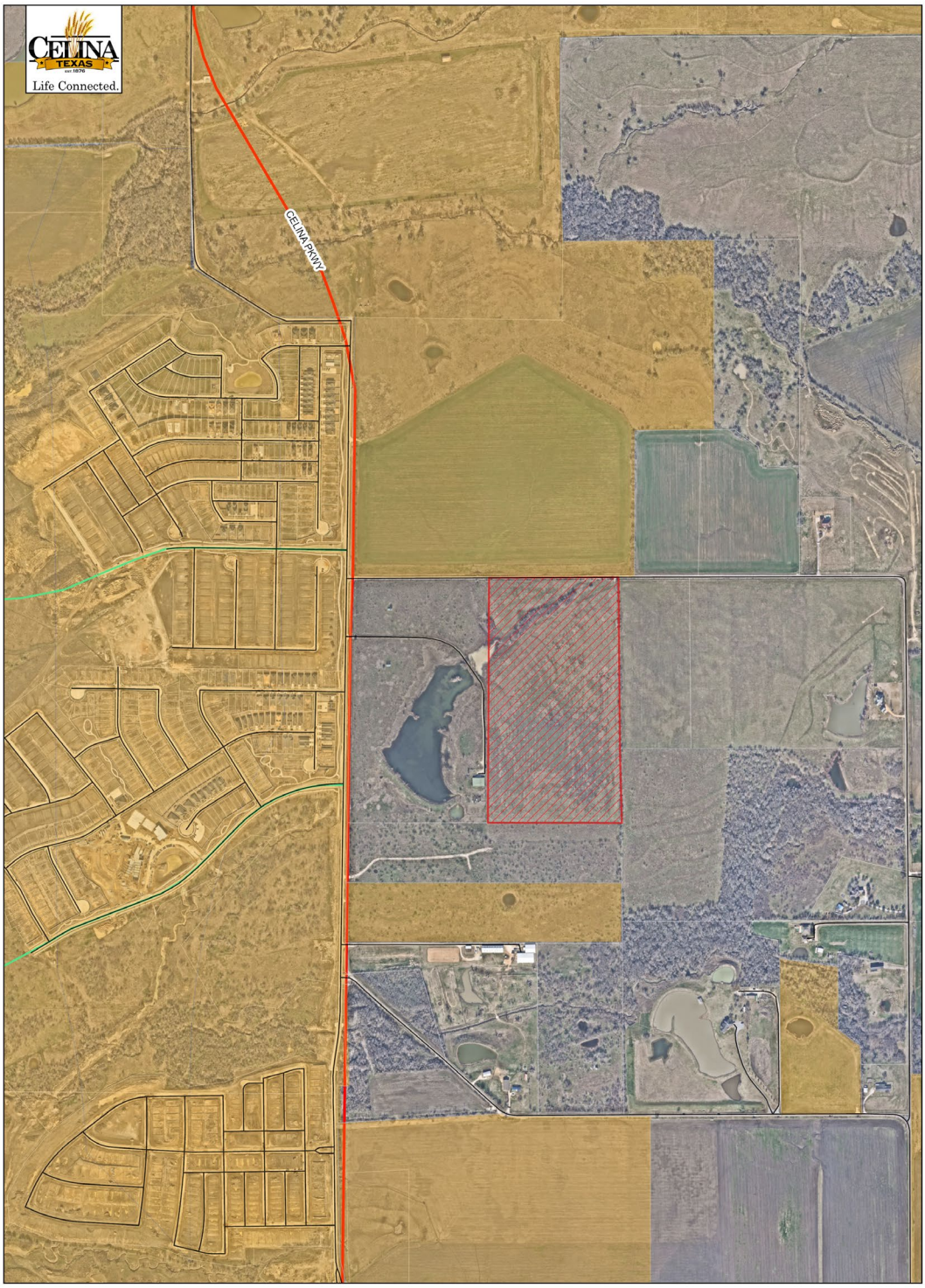
THENCE S89°15'31"E, with the north line of said 40.279 acre tract and the approximate centerline of CR 59, a distance of 968.00 feet to a point;

THENCE S00°21'17"W a distance of 1789.64 feet to a point;

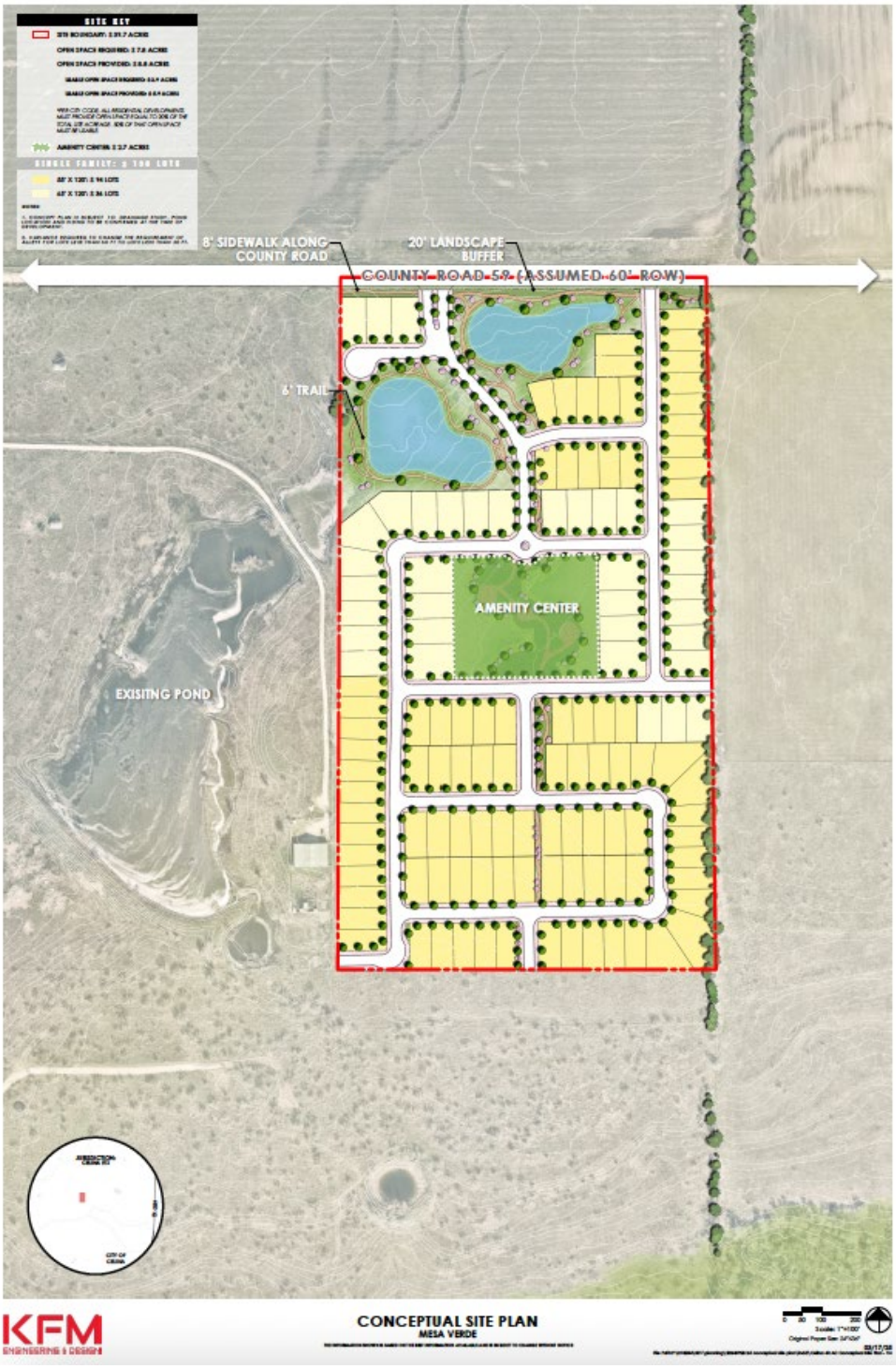
THENCE N89°14'35"W a distance of 993.00 feet to a point;

THENCE N01°09'18"E a distance of 1789.38 feet to the POINT OF BEGINNING and containing 40.279 acres of land more or less.

**EXHIBIT B**
**DEPICTION OF THE PROPERTY**



# EXHIBIT C
# CONCEPT PLAN



# EXHIBIT D
# DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), with the following modified regulations:

**Concept Plan**
The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of major thoroughfares and zoning classifications, all of which can be adjusted for pragmatic purposes at time of permitting. Such modifications shall not be unreasonably withheld but are subject to review and approval by the Director of Development Services. Nothing on the Concept Plan precludes the administration of Engineering requirements, such as detention, right-of-way dedication, or any other design regulation. The Concept Plan will serve as the Preliminary Plat for the proposed development.

**Zoning**

- The lot mix shall be per the table below:

| | Smallest Lot Size | Largest Lot Size |
|---|---|---|
| Min. Width | 55’ | 65’ |
| Lot % (Min/Max) | N/A | 25% Min. |

- Rear entry alley-loaded garages shall not be required, and front-loading garages are allowed.
- Front and rear setbacks shall be the following for both 55’ and 65’ lots:
    a. Front/rear yards shall total 40’ minimum.
    b. Lot widths measured along the arch of the front of the building line.
    c. For cul-de-sac and eyebrow lots, the minimum lot width measured at the right-of-way line shall be 35’.

**Open Space, Trails, and Amenities**

- An 8’ concrete trail along County Road 59 and 6’ trails around the detention are required. Trails and sidewalks shall connect the proposed detention/open space areas and the Amenity Center/open space areas, as generally shown on the Concept Plan.
- The centralized amenity park/open space areas as generally shown, will serve as the amenity, with programming required per the base Zoning Ordinance.
- Conformance with the Neighborhood Vision Book is required.

**Architecture**

- The subject property is an architecturally, historically, and culturally significant tract of land uses that is meaningfully located; thus, all structures shall abide by the City’s architectural standards, and as may be amended.

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: | Haley Yansky |
| Date: | May 13, 2025 |
| Re: | Millen Farms - Development Agreement |

**Action Requested:**
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)

**Background Information:**
This request is for a Development Agreement on approximately 26 acres of land, currently within the Extraterritorial Jurisdiction (ETJ), to develop a detached Single-Family Residential neighborhood, consisting of 70', 80', and 100' wide lots. The proposed Development Agreement outlines the future annexation and zoning for the property, which is contemplated to be a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R).

This item was previously tabled at the March City Council meeting. The applicant has since met with the adjacent neighbors and modified their plans. Revisions include enlarging the rear building setback of the large lots, increasing the lot depths, having four lot sizes in their development, and restricting the large lots to a 15' accessory structure setback.

At the April Planning & Zoning Commission meeting, the applicant informed the Commission that they have entered into private agreements with many of the neighbors regarding screening and landscaping. As such, the P&Z unanimously recommended approval (5-0) at the meeting, with the suggestion that the City help accommodate the private agreements between the developer and adjacent property owners, if reasonable.

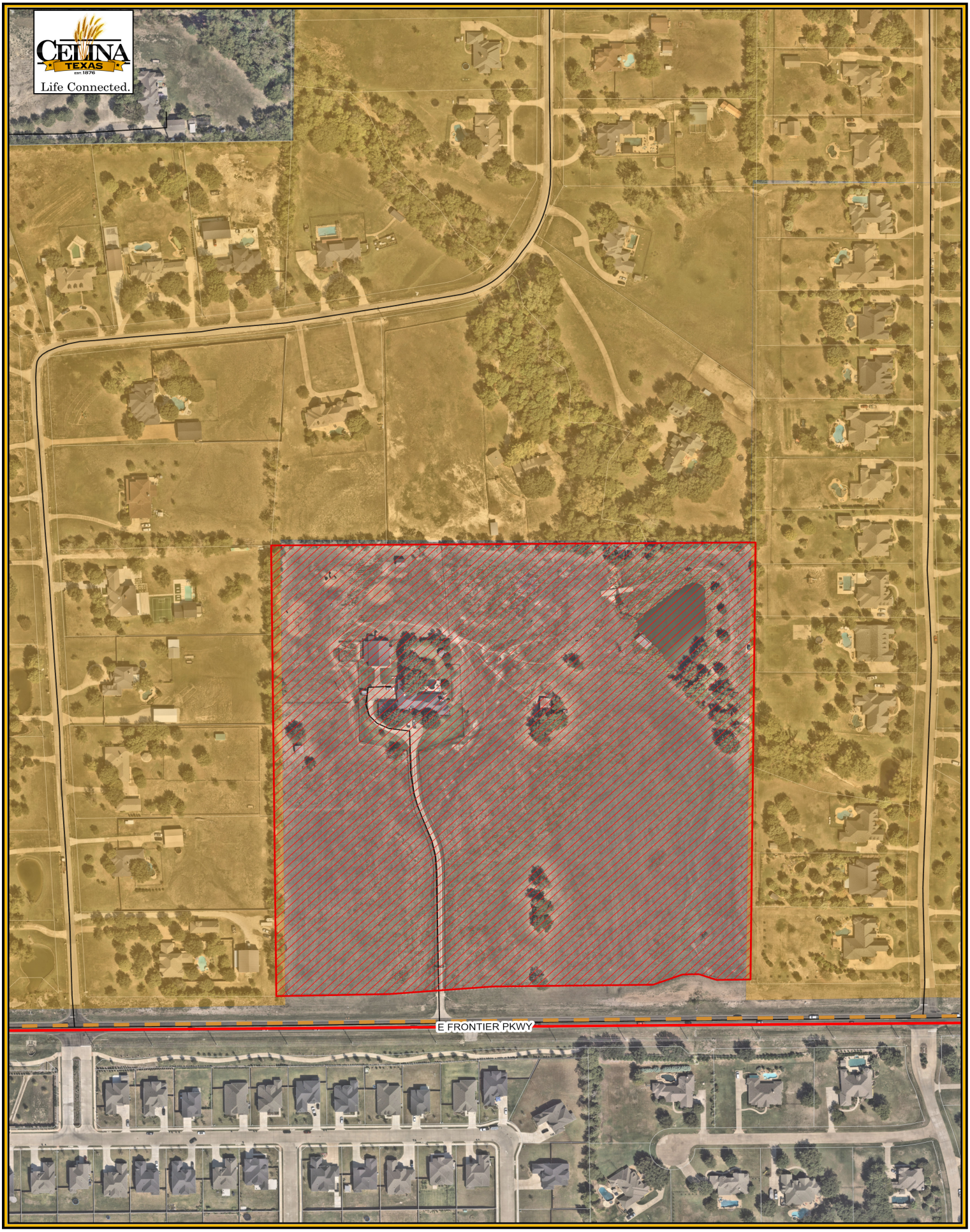
Please refer to the attached documents for further information.

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

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

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends approval as presented.




## Legend

- Parcels
- Roads
- City Limits
- Subject Property

# 24-DA-19 Millen Farms DA Location Map

**City of Celina**

11/21/2024

N
W E
S

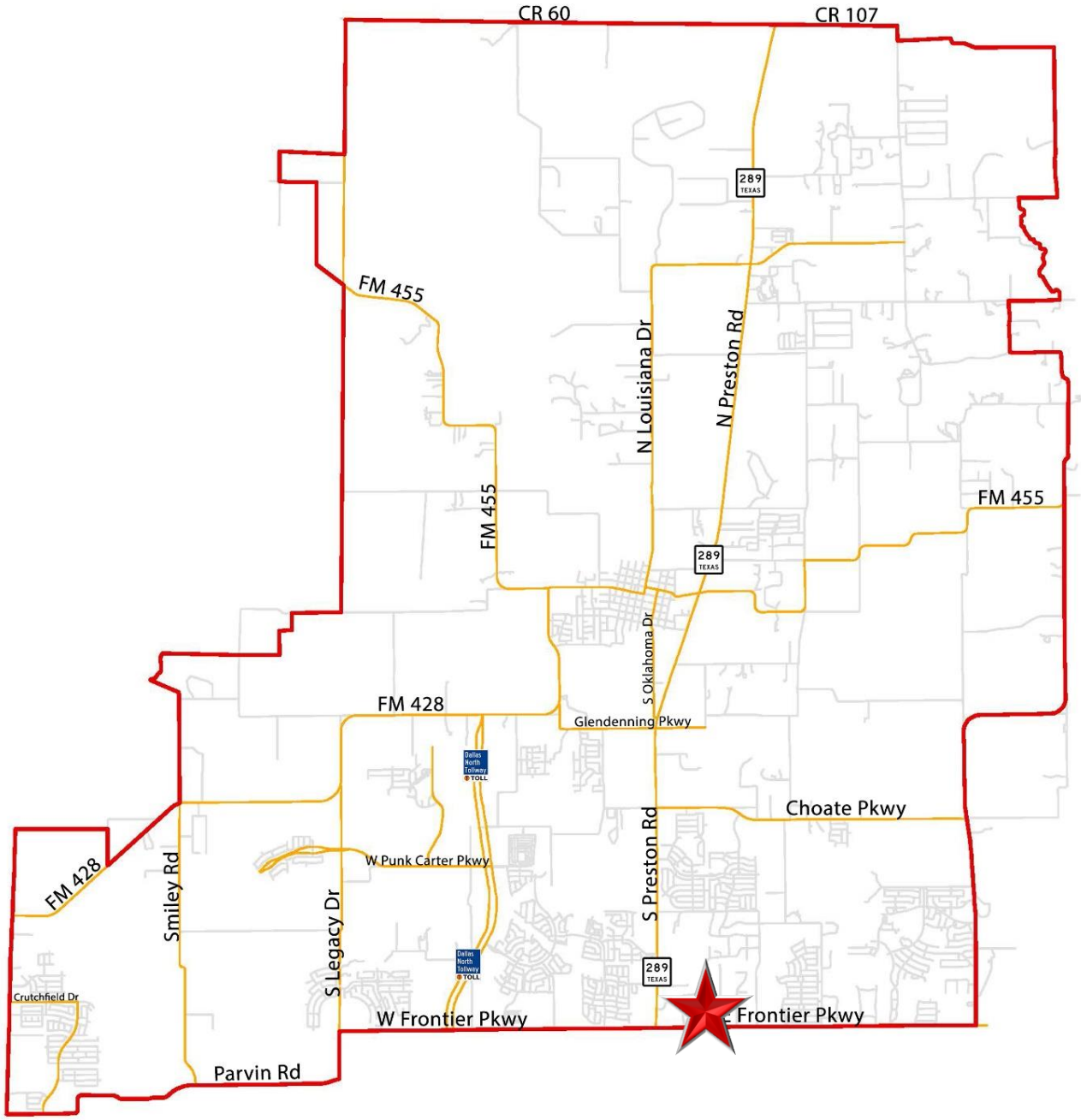
0 213 425

Feet

# MILLEN TRACT

## Development Agreement

City Council
May 13, 2025


CR 60
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289
TEXAS
FM 455
N Louisiana Dr
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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
Frontier Pkwy
Parvin Rd

# LOCATION MAP

The subject property is generally located north of Frontier Parkway and east of Preston Road

# BACKGROUND

- The subject property is approximately 26 acres
- The property is currently within the Extraterritorial Jurisdiction (ETJ) with a pre-annexation agreement that expires in August 2034
- The applicant is proposing to develop a detached Single-Family Residential neighborhood
- The proposed Development Agreement outlines the future annexation and zoning for the property

# OVERVIEW

- The Development Agreement contemplates a Planned Development (PD) with a base zoning of Single-Family, Residential Detached District (SF-R) base zoning
- The biggest of the lot sizes is adjacent to the estate homes to the west and north
- Only open space (no lots) is adjacent to the east

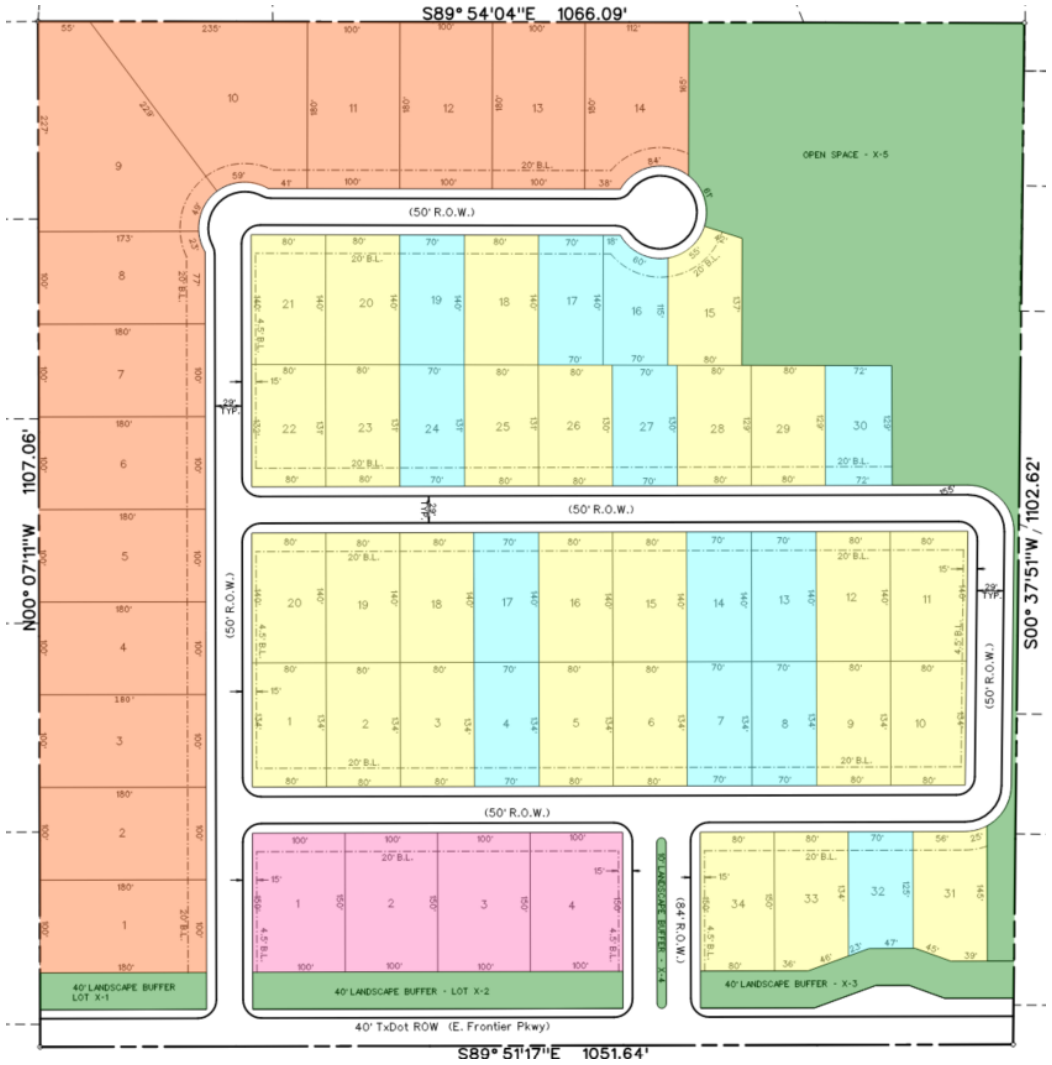
# TIMELINE

- Received 2-2 vote from P&Z in February
- Tabled by Council in March
- Neighborhood meeting on 3-27-25
- P&Z 4-17-25 (5-0 in favor)
- Council 5-13-25

# NEW REVISIONS

- Extended the building setback from 30' to 60'
- Increased lot depth from 150' to 180'
- 4 lot sizes in land plan
- Accessory Structure setback of 15' (instead of 3' as allowed by base ordinance)

# CONCEPT PLAN

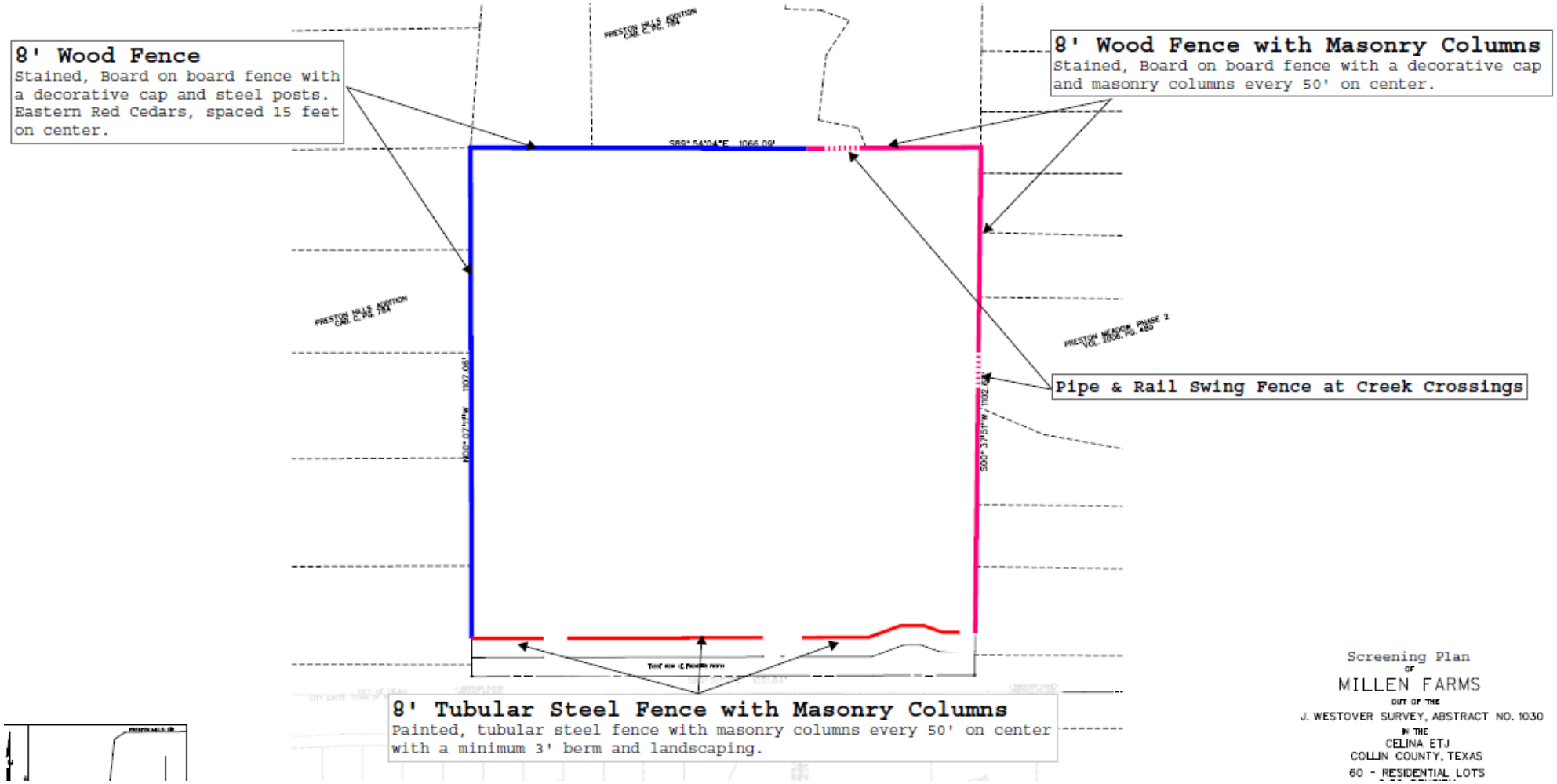



**58 Total Lots**

- 14 Lots 100' x 180' min. (Type A)
- 4 Lots 100' x 150' min. (Type B)
- 27 Lots 80' x 125' min. (Type C)
- 13 Lots 70' x 125' min. (Type D)
- Open Space

# OPEN SPACE PLAN

# SCREENING PLAN



# ELEVATIONS

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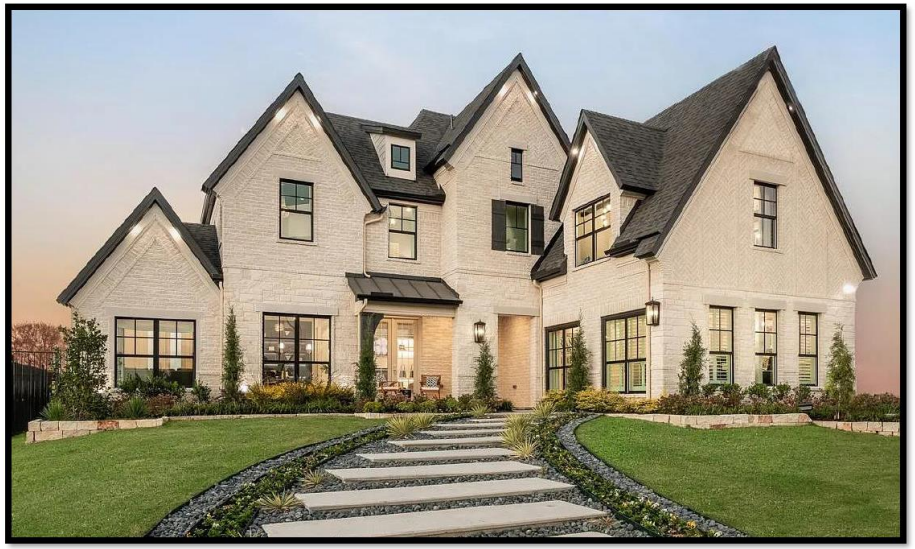


# POLICY CONSIDERATIONS

- The DA brings an additional 26 acres into the City Limits, allowing City standards to apply instead of County regulations
- No PID is associated with this development
- Big homes on big lots meet the Future Land Use Plan
- There are no land use restrictions in the ETJ, and the County has limited authority to require safety regulations
- Several neighboring property owners have consistently voiced discontent with the property developing

# NEIGHBORHOOD MEETING

The following feedback was received at the 3-27 neighborhood meeting held in the Chamber (5 residents):

- Believed that the revised plan was still “too small”
- Felt that discussion of possible County-regulated development options were “fear tactics”
- Inquired about adding masonry walls along the perimeter
- Applicant indicated that the project could not pencil with any additional concessions

# ENTITLEMENT HISTORY

The following projects have been discussed on the subject property over the past 5-8 years by various groups:

- 2019: pre-annexation agreement signed
- Multiple-story multi-family: staff advised to discontinue efforts
- Horizontal multi-family: staff advised to meet with neighbors
- Single-family neighborhood with 50s & 60s: request withdrawn
- Larger lots with single family homes: current proposal

# P&Z PUBLIC HEARING

- One resident spoke wanting deeper lots and stated his concerns regarding an existing tree line along the shared lot line
- The applicant shared that they have entered into private agreements with many of the neighbors relating to screening and landscaping

# P&Z RECOMMENDATION

- The Planning & Zoning Commission unanimously recommended approval (5-0) at its regular meeting in April, with the following suggestion:
  - At time of development, the City should help accommodate any private agreements between the developer and adjacent property owners, if reasonable

# STAFF RECOMMENDATION

Staff recommends approval, as presented, based upon the following:

- Conformance with long-range plans
- Absence of financial incentive
- Only along the DNT, CCOL, Preston, and commercial corners would big homes on big lots not be supported
- Applicant revised plans based upon community input and Council direction
- Staff concurs that additional concessions are unlikely to pencil

## DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is entered into by and between Michael Millen Revocable Trust (the "Developer") and the City of Celina (the "City"), to be effective on the date upon which the last of all of the Parties has approved and duly executed this Agreement ("Effective Date").

## RECITALS

**WHEREAS**, certain capitalized terms used herein are defined in Article I; and

**WHEREAS**, the City is a home-rule municipality of the State of Texas located within Denton County and Collin County; and

**WHEREAS**, the Developer and the City (which are sometimes individually referred to as a "Party" and collectively as the "Parties") desire to enter into this Agreement; and

**WHEREAS**, on the date the City Council voted to approve this Agreement, Developer owns 25.9558 acres of land, generally located at the north of Frontier Parkway, commonly known as 575 E. Frontier Parkway, which lies within the extraterritorial jurisdiction ("ETJ") of the City, and within Collin County, Texas and is described by metes and bounds on **Exhibit A** and depicted in **Exhibit B**, (the "Property"); and

**WHEREAS**, the City and previous owner, Michael Millen ("Millen") entered into that certain Development and Services Agreement, effective July 17, 2019, recorded in the Official Public Records of Collin County as Instrument No. 20190730000902600 ("Original Agreement"); and

**WHEREAS**, the Developer intends to develop or cause the development of the Property pursuant to the terms of this Agreement as a single-family residential development (the "Development"); and

**WHEREAS**, the Parties intend for this Agreement to establish certain restrictions and to impose certain commitments in connection with the development of the Property; and

**WHEREAS**, the Parties intend for the Property to be developed in a manner consistent with the City's zoning requirements, building material requirements and building code requirements, except as otherwise provided herein; and

**WHEREAS**, the Parties intend that the Property will be developed in accordance with the concept plan, shown as **Exhibit C,** attached hereto and incorporated herein for all purposes (the "Concept Plan"), the development standards, shown as **Exhibit D**, attached hereto and incorporated herein for all purposes (the "Development Standards"), the open space plan, shown as **Exhibit E**, attached hereto and incorporated herein for all purposes (the "Open Space Plan"), the screening plan, shown as **Exhibit F**, attached hereto and incorporated herein for all purposes (the "Screening Plan"), and the renderings, shown as **Exhibit G**, attached hereto and incorporated herein for all purposes (the "Renderings"); and

**WHEREAS**, in consideration of the Developer's agreements contained herein to annex and develop the Property as envisioned by the Parties, the City has agreed to terminate the Original Agreement prior to the end of the term to allow for the development of the Property as specifically set forth in this Agreement; and

**WHEREAS**, subject to any cost participation undertaken by the City for oversizing water or wastewater facilities inside the Property to serve surrounding properties, the Development will require Developer to build certain onsite infrastructure, including streets and roads; drainage; water, sanitary sewer, and other utility systems; open space and landscaping; and dedicate land for all of the onsite public improvements (collectively, "Onsite Public Improvements"); and

**WHEREAS**, the City has determined that full development of the Property as provided herein will promote local economic development within the City and will stimulate business and commercial activity within the City, which will drive infrastructure investment and job creation, and have a multiplier effect that increases both the City's tax base and utility revenues; and

**WHEREAS**, the Parties have determined that the Development will increase the quality of housing within the City; and

**WHEREAS**, the City and the Developer agree that the Development can best proceed pursuant to a development agreement such as this Agreement; and

**WHEREAS**, the Parties have the authority to enter into this Agreement pursuant to Section 212.171 *et seq* of the Texas Local Government Code and other applicable law; and

**WHEREAS,** the Parties contemplate that Developer execute and return a petition satisfying all legal requisites for annexation of the Property under Subchapter C-4 of Texas Local Government Code, Chapter 43, as forth in Article VI below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement and for other good and valuable consideration, the receipt and adequacy of which are acknowledged, the Parties agree as follows:

## ARTICLE I
## GENERAL TERMS AND DEFINITIONS

1.1 Definitions. Unless the context requires otherwise, the following terms shall have the meanings hereinafter set forth:

Agreement is defined in the introductory paragraph.

City is defined in the introductory paragraph.

City Assignee is defined in Section 8.2.

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).

Developer is defined in the introductory paragraph.

Developer Assignee is defined in Section 8.1(a).

Development is defined in the Recitals.

Development Standards means the development standards for the Property, which are set forth on **Exhibit D**.

Effective Date is the date in the introductory paragraph.

Eminent Domain Fees is defined in Section 2.3.

End-Buyer is defined in Section 9.1.

ETJ is defined in the Recitals.

Indemnified Party is defined in Section 4.2(a).

Neighborhood Vision Book means the guide regarding open space and outdoor amenities adopted by City Resolution No. 2020-79R, as it may be subsequently amended.

Notice is defined in Section 10.2.

Parties means the Developer and the City.

Party means the Developer or the City.

Property is defined in the Recitals.

Public Infrastructure means water, wastewater, drainage, roadway, and other public infrastructure necessary to serve the full development of the Property, including the Onsite Public Improvements.

## ARTICLE II
## PUBLIC INFRASTRUCTURE

2.1 Public Infrastructure.

(a) Standards. Except as otherwise expressly provided for in this Agreement, all Public Infrastructure shall be designed, constructed and installed by the Developer in compliance with the City Regulations. Construction and/or installation of Public Infrastructure shall not begin until

complete and accurate plans and specifications have been approved by the City. Each contract for construction of Public Infrastructure shall require a two-year maintenance bond following completion of such Public Infrastructure, which bond shall run in favor of the Party responsible for maintenance of the completed Public Infrastructure. To the extent easements or rights-of-way are needed within the Property and/or on the perimeter of the Property, they shall be dedicated by the Developer to the City at no cost to the City. The Public Infrastructure will be installed within easements granted to the City or in the public right-of-way, however utilities must be in an easement separate from the right-of-way. The size of the Public Infrastructure shall be as finally determined by the City's engineer, however, should the City's engineer determine oversizing is needed to serve property other than the Development, then the City shall pay its proportionate share of such oversizing costs as they become due and payable under the construction contract.

(b) ROW Dedication. The Developer shall, either by plat or by deed as requested by the City, dedicate the right-of-way for thoroughfares, roads, streets, and alleys.

2.2 Inspections, Acceptance of Public Infrastructure.

(a) Roadway and Storm Infrastructure. The City shall have the right to inspect, at any time, the construction of all roadway and storm water Public Infrastructure, and any related Public Infrastructure necessary to support the proposed development within the Property, which shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations.

(b) Water and Wastewater Infrastructure. The City shall have the right to inspect the construction of all water and wastewater Public Infrastructure at any time, which water and wastewater shall be inspected, designed and constructed in compliance with all statutory and regulatory requirements, including design and construction criteria, and the City Regulations. The timing of construction of the various components of the water and wastewater Public Infrastructure shall be as required by the City Regulations.

(c) No Release. The City's inspections shall not release the Developer from its responsibility to construct, or ensure the construction of, adequate Public Infrastructure in accordance with approved engineering plans, construction plans, and other approved plans related to the Development provided the City satisfies its obligations under this Agreement.

(d) City Owned. From and after the inspection and acceptance by the City of the Public Infrastructure and any other dedications required under this Agreement, such improvements and dedications shall be owned by the City.

(e) Approval of Plats/Plans. Approval of plats, permits, plans, designs or specifications by the City shall be in accordance with the City Regulations except as modified by this Agreement. Approval by the City, the City's engineer or other City employee or representative of any plats, permits, plans, designs or specifications submitted pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, his engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and

specifications prepared by the Developer or the Developer's engineer, or engineer's officers, agents, servants, or employees, it being the intent of the parties that approval by the City's engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the Developer related to the Property shall meet the requirements of the applicable City Regulations.

2.3 Eminent Domain. The Developer agrees to use commercially reasonable efforts to obtain all third-party rights-of-way, consents, or easements, if any, required for the Public Infrastructure. If, however, the Developer is unable to obtain such third-party rights-of-way, consents, or easements within ninety (90) days of the Effective Date, the City agrees to take reasonable steps to secure same (subject to City Council authorization after a finding of public necessity) through the use of the City's power of eminent domain. The Developer shall be responsible for funding all reasonable and necessary legal proceeding/litigation costs, attorney's fees and related expenses, and appraiser and expert witness fees (collectively, "Eminent Domain Fees") paid or incurred by the City in the exercise of its eminent domain powers and shall, if requested in writing by the City, escrow with a mutually agreed upon escrow agent the City's reasonably estimated Eminent Domain Fees both in advance of the initiations of each eminent domain proceeding and as funds are needed by the City. Provided that the escrow fund remains appropriately funded in accordance with this Agreement, the City will use all reasonable efforts to expedite such condemnation procedures so that the Public Infrastructure can be constructed as soon as reasonably practicable. If the City's Eminent Domain Fees exceed the amount of funds escrowed in accordance with this paragraph, the Developer shall deposit additional funds as requested by the City into the escrow account within ten (10) days after written notice from the City. City is not required to continue pursuing the eminent domain unless and until the Developer deposits addition Eminent Domain Fees with the City. Any unused escrow funds will be refunded to the Developer with thirty (30) days after any condemnation award or settlement becomes final and non-appealable. Nothing in this subsection is intended to constitute a delegation of the police powers or governmental authority of the City, and the City reserves the right, at all times, to control its proceedings in eminent domain.

2.4 Operation and Maintenance.

(a) Upon inspection, approval, and acceptance of the water and wastewater Public Infrastructure or any portion thereof, the City shall maintain and operate the accepted water and wastewater infrastructure or any accepted portion thereof and provide water and wastewater service to the Property.

(b) Upon inspection, approval, and acceptance of the roadway and storm water Public Infrastructure or any portion thereof, the City shall maintain and operate the roadways and storm water infrastructure or any accepted portion thereof.

## ARTICLE III
## DEVELOPMENT REGULATIONS

3.1 Full Compliance with City Standards. Development of the Property shall be subject to the applicable City Regulations, except as modified by this Agreement.

3.2 Development Standards. The Development shall be constructed in accordance with the Concept Plan, depicted in **Exhibit C**, and the Development Standards, depicted in **Exhibit D.**

3.3 Plat. The Developer may submit a plat for all or any portion of the Property. The processing and content of all plats must adhere to the City Regulations, as they may be expressly altered by this Agreement.

3.4 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the date upon which the last of all of the Parties has approved and duly executed this Agreement. The Developer does not, by entering into this Agreement, waive any rights or obligations arising under Chapter 245 of the Texas Local Government Code. Upon an administratively complete application for a final plat for any portion of the Property, Developer may claim vested rights as to the portion of the Property contained in the final plat based upon ordinances in effect at the time of final plat application, except to the extent such claim would cause the City's building material regulations in the zoning ordinance or in other City ordinances to be inapplicable.

3.5 Building Codes, Fire Codes and Building Materials. *As consideration for the termination of the Original Agreement prior to end of term for the Property, which the City and the Developer hereby agree to terminate in its entirety as of the Effective Date, Developer has consented to and requested, and the Parties agree, that **Exhibit D**, the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, apply to the Property except as amended by the Development Regulations in **Exhibit D**, and voluntarily agrees to burden the Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the Property and be binding upon the Property. This Agreement serves to satisfy all notice requirements under Section 7 of the Original Agreement of a sale or conveyance of the Property. For the avoidance of doubt, as of the Effective Date, the Original Agreement shall be considered terminated and of no further force and effect and no provisions of the Original Agreement shall survive, notwithstanding Section 14 of the Original Agreement.*

## ARTICLE IV
## DEVELOPMENT PROCESS AND CHARGES

4.1 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, park fees, development fees, inspection fees, and any other charges and fees not expressly exempted or altered by the terms of this Agreement.

**4.2 INDEMNIFICATION AND HOLD HARMLESS.**

(a) **THE DEVELOPER AND ITS SUCCESSORS AND ASSIGNS SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICIALS, EMPLOYEES, OFFICERS, REPRESENTATIVES AND AGENTS (EACH AN "INDEMNIFIED PARTY"), FROM AND AGAINST ALL ACTIONS, DAMAGES, CLAIMS, LOSSES OR EXPENSE OF EVERY TYPE AND DESCRIPTION TO WHICH THEY MAY BE SUBJECTED OR PUT: (I) BY REASON OF, OR RESULTING FROM THE BREACH OF ANY PROVISION OF THIS AGREEMENT BY THE DEVELOPER; (II) THE NEGLIGENT DESIGN, ENGINEERING AND/OR CONSTRUCTION BY THE DEVELOPER OR ANY ARCHITECT, ENGINEER OR CONTRACTOR HIRED BY THE DEVELOPER OF ANY OF THE PUBLIC INFRASTRUCTURE ACQUIRED FROM THE DEVELOPER HEREUNDER; (III) THE DEVELOPER'S NONPAYMENT UNDER CONTRACTS BETWEEN THE DEVELOPER AND ITS CONSULTANTS, ENGINEERS, ADVISORS, CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS IN THE PROVISION AND/OR CONSTRUCTION OF THE PUBLIC INFRASTRUCTURE; (IV) ANY CLAIMS OF PERSONS EMPLOYED BY THE DEVELOPER OR ITS AGENTS TO CONSTRUCT THE PUBLIC INFRASTRUCTURE; OR (V) ANY CLAIMS AND SUITS OF THIRD PARTIES, INCLUDING BUT NOT LIMITED TO DEVELOPER'S RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS, ASSIGNEES, VENDORS, GRANTEES, AND/OR TRUSTEES, REGARDING OR RELATED TO THE PUBLIC INFRASTRUCTURE OR ANY AGREEMENT OR RESPONSIBILITY REGARDING THE PUBLIC INFRASTRUCTURE, INCLUDING CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE OUT OF THE PARTIAL NEGLIGENCE OF AN INDEMNIFIED PARTY (THE "CLAIMS"). NOTWITHSTANDING THE FOREGOING, NO INDEMNIFICATION IS GIVEN HEREUNDER FOR ANY ACTION, DAMAGE, CLAIM, LOSS OR EXPENSE DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DIRECTLY ATTRIBUTABLE TO THE WILLFUL MISCONDUCT OR SOLE NEGLIGENCE OF ANY INDEMNIFIED PARTY. DEVELOPER IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS, AND CITY IS REQUIRED TO REASONABLY COOPERATE AND ASSIST DEVELOPER IN PROVIDING SUCH DEFENSE.**

(b) **IN ITS REASONABLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY DEVELOPER IN FULFILLING ITS OBLIGATIONS HEREUNDER TO DEFEND AND INDEMNIFY THE INDEMNIFIED PARTIES, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. THE INDEMNIFIED PARTIES RESERVE THE RIGHT TO PROVIDE A PORTION OR ALL OF THEIR/ITS OWN DEFENSE, AT THEIR/ITS SOLE COST; HOWEVER, INDEMNIFIED PARTIES ARE UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY AN INDEMNIFIED PARTY IS NOT TO BE CONSTRUED AS A WAIVER OF DEVELOPER'S OBLIGATION TO DEFEND INDEMNIFIED PARTIES OR AS A WAIVER OF DEVELOPER'S OBLIGATION TO INDEMNIFY INDEMNIFIED PARTIES PURSUANT TO THIS AGREEMENT. DEVELOPER SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN BUSINESS DAYS OF WRITTEN NOTICE FROM AN INDEMNIFIED PARTY THAT IT IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS**

**AGREEMENT. IF DEVELOPER FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, INDEMNIFIED PARTIES SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON THEIR OWN BEHALF, AND DEVELOPER SHALL BE LIABLE FOR ALL REASONABLE COSTS INCURRED BY INDEMNIFIED PARTIES. THE CITY AGREES, UNLESS ADVISED BY DEFENSE COUNSEL TO THE CONTRARY, TO ASSERT ITS IMMUNITY FROM LIABILITY AND IMMUNITY FROM SUIT AND/OR OTHER AVAILABLE AFFIRMATIVE DEFENSES**

(c) **THIS SECTION 4.2 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

(d) **THE PARTIES AGREE AND STIPULATE THAT THIS INDEMNIFICATION AND THE EXPRESS NEGLIGENCE TEXT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT, AND IS VALID AND ENFORCEABLE AGAINST THE DEVELOPER.**

**4.3 <u>THE DEVELOPER'S ACKNOWLEDGEMENT OF THE CITY'S COMPLIANCE WITH FEDERAL AND STATE CONSTITUTIONS, STATUTES AND CASE LAW AND FEDERAL, STATE AND LOCAL ORDINANCES, RULES AND REGULATIONS/DEVELOPERS' WAIVER AND RELEASE OF CLAIMS FOR OBLIGATIONS EXPRESSLY SET FORTH IN THIS AGREEMENT</u>.**

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

**(I) THE PUBLIC INFRASTRUCTURE EXPRESSLY SET FORTH IN THIS AGREEMENT TO BE CONSTRUCTED UNDER THIS AGREEMENT, AND THE FEES TO BE IMPOSED BY THE CITY PURSUANT TO THIS AGREEMENT, REGARDING THE PROPERTY, IN WHOLE OR IN PART, DO NOT CONSTITUTE A:**

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

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

**(C) NUISANCE.**

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

**(III) THE DEVELOPER HEREBY AGREES, STIPULATES AND ACKNOWLEDGES THAT: (A) ANY PROPERTY WHICH IT CONVEYS TO THE CITY OR ACQUIRES FOR THE CITY PURSUANT TO THIS AGREEMENT IS ROUGHLY PROPORTIONAL TO THE BENEFIT RECEIVED BY THE DEVELOPER FOR SUCH LAND, AND THE DEVELOPER HEREBY WAIVES ANY CLAIM THEREFOR THAT IT MAY HAVE; AND (B) ALL PREREQUISITES TO SUCH DETERMINATION OF ROUGH PROPORTIONALITY HAVE BEEN MET, AND ANY VALUE RECEIVED BY THE CITY RELATIVE TO SAID CONVEYANCE IS RELATED BOTH IN NATURE AND EXTENT TO THE IMPACT OF THE DEVELOPMENT OF THE PROPERTY ON THE CITY'S INFRASTRUCTURE. THE DEVELOPER FURTHER AGREES TO WAIVE AND RELEASE ALL**

**CLAIMS IT MAY HAVE AGAINST THE CITY UNDER THIS AGREEMENT RELATED TO ANY AND ALL: (A) CLAIMS OR CAUSES OF ACTION BASED ON ILLEGAL OR EXCESSIVE EXACTIONS; AND (B) ROUGH PROPORTIONALITY AND INDIVIDUAL DETERMINATION REQUIREMENTS MANDATED BY THE UNITED STATES SUPREME COURT IN *DOLAN V. CITY OF TIGARD*, 512 U.S. 374 (1994), AND ITS PROGENY, AS WELL AS ANY OTHER REQUIREMENTS OF A NEXUS BETWEEN DEVELOPMENT CONDITIONS AND THE PROJECTED IMPACT OF THE PUBLIC INFRASTRUCTURE.**

**(b) THIS SECTION 4.3 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

## ARTICLE V
## TERM

The term of this Agreement shall be for a period of twenty (20) years after the Effective Date, except that Section 3.5, plus all provisions referenced in Section 3.5, of this Agreement are covenants that touch and concern the Property and shall run with the Property following the termination of this Agreement. The Parties may extend the term of this Agreement if they execute an agreement in writing.

## ARTICLE VI
## ANNEXATION AND POST-ANNEXATION MATTERS

6.1 Annexation. Within thirty (30) days of being requested to do so by the City, Developer or its assignee agrees to submit a voluntary annexation petition for the Property. Developer agrees to execute and supply any and all instruments and/or other documentation necessary for the City to annex the Property into the City's corporate limits. This Agreement constitutes the service plan agreement for providing all City services provided within the City's corporate limits to the Property in accordance with City Regulations. If the City is unable to complete the annexation of the Property for any reason, including but not limited to procedural error or legal challenge, Developer shall execute another voluntary annexation petition for the Property, within ten (10) days of being requested to do so. Developer acknowledges and agrees that:

(a) this Section 6.1 was a material inducement for the City to enter into this Agreement with Developer;

(b) Developer is not required to enter into this Agreement;

(c) the annexation procedures described in this Agreement require Developer's consent, and by entering into this Agreement, Developer hereby voluntarily provides such consent; and

(d) with this Agreement and the provisions contained herein, City has provided to Developer the written disclosure required by Section 212.172(b-1) of the Texas Local Government Code.

The City agrees, in accordance with applicable statutory requirements, to take all steps necessary to complete and approve annexation of the Property into the corporate limits of the City

("Annexation") within 60 days of Developer providing the voluntary annexation petition and any other documentation reasonably requested by the City for the purposes of being able to complete Annexation in accordance with this Section 6.1 and zoning in accordance with Section 6.2.

6.2 Zoning of Property. While the Parties expressly acknowledge that the Property will be voluntarily annexed in accordance with Section 6.1 of this Agreement, the Parties agree that the Development Standards and the applicable provisions of this Agreement memorialize the plan for development of the Property as provided for in Section 212.172 of the Texas Local Government Code and other applicable law. The City shall consider zoning the Property in accordance with the Development Standards and the Concept Plan ("Zoning Plan") contemporaneously with the Annexation of the Property (as provided in Section 6.1). Through this Agreement, the Developer expressly consents and agrees to the zoning of the Property consistent with and as contemplated by this section. Should the City Council of the City fail to approve the Annexation and/or the Zoning Plan in accordance with the terms hereof, Developer shall have the right to use and develop the Property in accordance with the Development Standards, Concept Plan and all other terms of this Agreement, notwithstanding the ultimate zoning of the Property and the Agreement will remain in full force and effect with respect to all covenants of the Parties hereto. In the event of a conflict between this Agreement and the zoning of the Property, the Parties agree that this Agreement shall control. The Developer agrees that nothing in this Agreement shall prevent **Exhibit C**, **Exhibit D, Exhibit E, Exhibit F, Exhibit G,** Section 3.5 of this Agreement, and the City Regulations, including but not limited to zoning, from being enforced against an End-Buyer.

## ARTICLE VII
## EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than 30 days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than 30 days with a statement of how many days are needed to cure.

7.2 Remedies. If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.

## ARTICLE VIII

## ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Developer to Successors.

(a) The Developer has the right (from time to time without the consent of the City, but upon prior written notice to the City) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Developer Assignee") that (i) is or will become an owner of any portion of the Property or (ii) is controlled by or under common control by the Developer and becomes an owner of any portion of the Property, provided that the Developer is not in breach of this Agreement at the time of such assignment. A Developer Assignee is considered the "Developer" and a "Party," under this Agreement for purposes of the obligations, rights, title, and interest assigned to the Developer Assignee. Notice of each proposed assignment to a Developer Assignee shall be provided to the City at least fifteen (15) days prior to the effective date of the assignment, which notice shall include a copy of the proposed assignment document together with a legal description and depiction of the Property being assigned, the name, address, telephone number, and e-mail address (if available) of a contact person representing the Developer Assignee.

(b) Each assignment shall be in writing executed by the Developer and the Developer Assignee and shall obligate the Developer Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a Developer Assignee shall be provided to all Parties within fifteen (15) days after execution. From and after such assignment, the City agrees to look solely to the Developer Assignee for the performance of all obligations assigned to the Developer Assignee and agrees that the Developer shall be released from subsequently performing the assigned obligations and from any liability that results from the Developer Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the City within 15 days after execution, Developer shall not be released until the City receives such copy of the assignment.

(c) No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment unless the City approves the release in writing.

(d) The Developer shall maintain written records of all assignments made to Developer Assignees, including a copy of each executed assignment and the Developer Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.2 Assignment by the City. The City has the right (from time to time without the consent of another Party, but upon prior written Notice to each other Party) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the City under this Agreement, to any agency, authority, or political subdivision of the state (a "City Assignee"). Notice of each proposed assignment to a City Assignee shall be provided to each other Party at least 15 days prior to the effective date of the assignment, which Notice shall include a copy of the proposed assignment document together with the name, address, telephone number, and e-mail address of a contact person representing the City Assignee who the other Party may

contact for additional information. Each assignment shall be in writing executed by the City and the City Assignee and shall obligate the City Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each fully executed assignment to a City Assignee shall be provided to all Parties within 15 days after execution. From and after such assignment, all Parties agree to look solely to the City Assignee for the performance of all obligations assigned to the City Assignee and agrees that the City shall be released from subsequently performing the assigned obligations and from any liability that results from the City Assignee's failure to perform the assigned obligations; provided, however, if a copy of the assignment is not received by the other Parties within 15 days after execution, the City shall not be released until the other Parties receive such copy of the assignment. No assignment by the City shall release the City from any liability that resulted from an act or omission by the City that occurred prior to the effective date of the assignment unless the other Parties approve the release in writing. The City shall maintain written records of all assignments made by the City to City Assignees, including a copy of each executed assignment and the City Assignee's Notice information as required by this Agreement, and, upon written request from another Party, shall provide a copy of such records to the requesting person or entity.

8.3 Collateral Assignments. The Developer and Developer Assignees have the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written Notice to, the City. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the City has been given a copy of the documents creating the lender's interest, including Notice information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the City agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Transfer of Warranties. Any Public Infrastructure that are transferred to the City shall be accompanied by all applicable third-party bonds and warranties related to construction and maintenance of such Public Infrastructure.

8.5 Assignees as Parties. An assignee authorized in accordance with this Agreement and for which notice of assignment has been provided in accordance with this Agreement shall be considered a "Party" for the purposes of this Agreement. With the exception of the End-Buyer of a lot within the Property, any person or entity upon becoming an owner of land or upon obtaining an ownership interest in any part of the Property shall be deemed to be a "Developer" and have all

of the obligations of the Developer as set forth in this Agreement and all related documents to the extent of said ownership or ownership interest.

8.6 No Third-Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

## ARTICLE IX
## RECORDATION AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. This Agreement and all amendments hereto and assignments hereof shall be recorded in the deed records of each county within which the Property is located. This Agreement binds and constitutes a covenant running with the Property. Upon the Effective Date, this Agreement shall be binding upon the Parties and their successors and assigns permitted by this Agreement and forms a part of any other requirements for Development within the Property. This Agreement, when recorded on or after the Effective Date, shall be binding upon the Parties and their successors and assigns as permitted by this Agreement and upon the Property; however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any end-buyer/homebuyer of a fully developed and improved lot (an "End-Buyer") and shall not negate the End-Buyer's obligation to comply with the City's Regulations, including but not limited to zoning ordinances, as they currently exist or may be amended.

9.2 Estoppel Certificates. From time to time upon written request of the Developer, if needed to facilitate a sale of all or a portion of the Property or a loan secured by all or a portion of the Property, the City will execute a written estoppel certificate in a form and substance satisfactory to the City, to its reasonable knowledge and belief, identifying any obligations of the Developer under this Agreement that are in default. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

## ARTICLE X
## ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council of the City; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. Any notice, payment or instrument required or permitted by this Agreement to be given or delivered to any Party shall be deemed to have been received when

personally delivered or 72 hours following deposit of the same in any United States Post Office, registered or certified mail, postage prepaid, addressed as follows ("Notice"):

| | |
|---|---|
| To the City: | Attn: City Manager<br>City of Celina<br>142 North Ohio<br>Celina, TX 75009<br>TEL: (972) 382-2682 |
| With a copy to: | Attn: Julie Fort<br>Messer Fort, PLLC<br>6371 Preston Road, Suite 200<br>Frisco, Texas 75034<br>TEL: (972) 668-6400 |
| To the Developer: | Michael Millen Revocable Trust<br>PO Box 547<br>Prosper, Texas 75078<br>Phone: (214) 704-2524 |
| With a copy to: | Kessler Collins, P.C.<br>Attn: Michael Shaw<br>500 N. Akard St., Ste. 3700<br>Dallas, Texas 75201<br>Phone: (512) 569-8994 |

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

10.3 Interpretation. The Parties acknowledge that each has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for nor against any Party, regardless of which Party originally drafted the provision.

10.4 Time. In this Agreement, time is of the essence and compliance with the times for performance herein is required.

10.5 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by official action by the City Council of the City in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individual executing this Agreement on behalf of the Developer has been duly authorized to do so. Each Party respectively

acknowledges and agrees that this Agreement is binding upon such Party and is enforceable against such Party, in accordance with its terms and conditions and to the extent provided by law.

10.6 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.

10.7 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.8 Applicable Law; Venue. This Agreement is entered into pursuant to, and is to be construed and enforced in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in each county in which the Property is located. Exclusive venue for any action to enforce or construe this Agreement shall be in the County District Court in which any of the Property is located.

10.9 Non-Waiver. Any failure by a Party to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.11 Further Documents. The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement. This provision shall not be construed as limiting or otherwise hindering the legislative discretion of the City Council seated at the time that this Agreement is executed or any future City Council.

10.12 Exhibits. The following exhibits are attached to this Agreement and are incorporated herein for all purposes:

| | |
|---|---|
| Exhibit A | Legal Description of the Property |
| Exhibit B | Depiction of the Property |
| Exhibit C | Concept Plan |
| Exhibit D | Development Standards |
| Exhibit E | Open Space Plan |

Exhibit F Screening Plan
Exhibit G Renderings

10.13 Governmental Powers; Waivers of Immunity. By its execution of this Agreement, the City does not waive or surrender any of its respective governmental powers, immunities, or rights except as provided in this section. The Parties acknowledge that the City waives its sovereign immunity as to suit solely for the purpose of adjudicating a claim under this Agreement. This is an agreement for the provision of goods or services to the City under Section 271.151 et seq. of the Texas Local Government Code.

10.14 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three (3) business days after the occurrence of a force majeure event, the Party claiming the right to temporarily suspend its performance, shall give notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. A Party that fails to provide timely notice of an event of force majeure will be deemed to be able to resume full performance within thirty (30) days of such event. The term "force majeure" shall include events or circumstances that are not within the reasonable control of Party whose performance is suspended and that could not have been avoided by such Party with the good faith exercise of good faith, due diligence and reasonable care.

10.15 Amendments. This Agreement cannot be modified, amended, or otherwise varied, except in writing signed by the City and the Developer expressly amending the terms of this Agreement.

10.16 Consideration. This Agreement is executed by the Parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is hereby acknowledged.

EXECUTED by the City and the Developer 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, Interim 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:_____

**DEVELOPER:**

**Michael Millen Revocable Trust**

_____

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 _____ and acknowledged that he/she executed the foregoing document on behalf of said entity(ies).

_____
Notary Public in and for the State of Texas

# EXHIBIT A
# DESCRIPTION OF THE PROPERTY

**TRACT I:**

Being all that certain lot, tract or parcel of land located in the JONATHON WESTOVER SURVEY, ABSTRACTNO. 1030, Collin County, Texas, and being the same tract of land described in deed to Michael R. Millen and wife, Maria E. Millen, recorded in Volume 4677, Page 1124, Deed Records, Collin County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the North line of East Frontier Parkway, also known as F.M. 1461, a 90' right-of-way, at the Southeast corner of Lot 36, of Preston Hills Addition, an addition to Collin County, Texas, according to the Plat thereof recorded in Cabinet C, Page 784, Map Records, Collin County, Texas;

Thence North 00° 07' 11" West, along the East line of said addition, a distance of 836.77' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the East line of Lot 33 of said addition, at the most Westerly Southwest corner of a tract of land described in deed to Maria E. Millen, recorded in Instrument No. 20150127000089990, Official Public Records, Collin County, Texas;

Thence North 89° 51' 17" East, a distance of 461.75' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at an interior ell corner of said Millen tract;

Thence South 00° 07' 11" East, a distance of 836.77' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the said North line of East Frontier Parkway, F.M. 1461, at the most Southerly Southwest corner of said Millen tract;

Thence South 89° 51' 17" West, along said North line, a distance of 461.75' to the PLACE OF BEGINNING and containing 386,379 square feet or 8.870 acres of land.

Save and except that certain 0.2916 acre tract (12,702 square feet) in the Agreed Final Judgment Cause No. 003-0041-2023, by and between The State of Texas ("as Plaintiff") and Michael Roy Millen, Trustee of The Michael Millen Revocable Trust, dated February 10, 2020 ("as Michael Millen") and Prosperity Bank, a Texas State Bank ("as Prosperity Bank") recorded on January 04, 2024 under County Clerk's File No. 2024000001431, Official Public Records of Collin County, Texas.

**TRACT II:**

Being a 17.99 acre tract of land situated in The Jonathon Westover Survey, Abstract Number 1030, Collin County, Texas and being a portion of a tract of land hereafter referred to as "The Hufford Tract" described in Deed to James P. Hufford and wife, Joyce A. Hufford, dated June 27, 1991, as recorded in Volume 3640, Page 302 of the Deed Records of Collin County, Texas, said 17.99 acre tract of land being more particularly described as follows:

Beginning at an iron rod at the base of a fence post found for the Northeast Corner of The Hufford Tract, said iron rod marking the most easterly southeast corner of Preston Hills Addition, an addition to the City of Celina, Texas, as recorded in Cabinet C, Page 784, of the Map and/or Plat Records of Collin County, Texas, said corner also being an angle point in the west line of 16.858 acre tract of land, hereafter referred to as "The Pappas Tract" described in Deed to William B. Pappas and wife, Sharon L. Pappas dated July 29, 1993 as recorded under County Clerk's File Number 93-0064050, Deed Records, Collin County, Texas;

Thence South 00 Degrees 37 Minutes 51 Seconds West, along and with the easterly line of The Hufford Tract, being the westerly line of said Pappas Tract, a distance of 1102.62 feet to southeast corner of The Hufford Tract, being the southwest corner of the Pappas Tract, from which a 1/2 inch iron rod (Disturbed)

found bears South 55 Degrees 21 Minutes 17 Seconds East, a distance of 0.81 feet, said corner being on the north Right-of-way line of Farm to Market Highway 1461, a 90 foot Right-of-way;

Thence South 89 Degrees 51 Minutes 17 Seconds West, along and with the south line of the Hufford Tract and the north Right-of-way line of said Farm to Market Highway 1461, a distance of 589.89 feet to a 5/8 inch iron rod set for corner;

Thence leaving the south line of the Hufford Tract and the north Right-of-way line of said Farm to Market Highway 1461, over and across the Hufford Tract the following two courses:

North 00 Degrees 07 Minutes 11 Seconds West, a distance of 836.77 feet to a 5/8 inch iron rod set for corner;

South 89 Degrees 51 Minutes 17 Seconds West, a distance of 461.75 feet to a 5/8 inch iron rod set for corner in the west line of the Hufford Tract, being the most southerly east line of said Preston Hills Addition;

Thence North 00 Degrees 07 Minutes 11 Seconds West, along and with the west line of the Hufford Tract, being the most southerly east line of said Preston Hills Addition, a distance of 270.29 feet to a 1/2 inch iron rod found for the northwest corner of the Hufford Tract, being an interior ell corner of said Preston Hills Addition;

Thence South 89 Degrees 54 Minutes 04 Seconds East, along and with the north line of the Hufford Tract, being the most easterly south line of said Preston Hills Addition, a distance of 1066.09 feet to the Point of Beginning and containing 17.99 acres of land, more or less.

Save and except that certain 0.6126 acre tract (26,686 square feet) which was conveyed by Michael Roy Millen, Trustee of The Michael Millen Revocable Trust, dated February 10, 2020 to The State of Texas, acting by and through the Texas Transportation Commission, By Deed dated September 27, 2023 and recorded on December 22, 2023 under County Clerk's File No. 2023000145761, Official Public Records of Collin County, Texas.

**EXHIBIT B**
**DEPICTION OF THE PROPERTY**

# EXHIBIT C
# CONCEPT PLAN

# EXHIBIT D
# DEVELOPMENT STANDARDS

Development of the subject property shall abide by all standards in the Zoning Ordinance, Subdivision Ordinance, and all other applicable City ordinances, as they exist or may be amended.

The property is zoned a Planned Development (PD) with a base zoning of Single-Family Residential, Detached District (SF-R), with the following modified regulations:

1. The subject property shall generally develop per the attached Concept Plan. The Concept Plan displays the general location and configurations of lot types.

| | Lot Type | | | |
|---|---|---|---|---|
| | Type A | Type B | Type C | Type D |
| Min. Width | 100’ | 100’ | 80’ | 70’ |
| Min. Depth[2] | 180’ | 150’ | 125’ | 125’ |
| Min. Lot Area | 18,000 sf | 14,000 sf | 10,000 sf | 8,000 sf |
| Min. Front yard setback | 20’ | 20’ | 20’ | 20’ |
| Min. Rear yard setback[3&4] | 60’ | 30’ | 20’ | 20’ |
| Min. Side yard setback | 5’ | 5’ | 5’ | 5’ |
| Min. Side yard setback on Corner | 15' | 15' | 15’ | 15’ |
| Min. Floor area | 3,500 sf | 3,500 sf | 3,000 sf | 3,000 sf |
| Lot % (Min/Max) | 25% Min. | | 75% Max. | |

1. The lots along the perimeter of the property along the existing single-family estate neighborhood shall be Type A lots.
2. Lot width and depth can be reduced on cul-de-sacs, knuckle turns, and adjacent to TxDot drainage structures, so long as the minimum lot area is met
3. The City may consider private maintenance agreements at time of development in relation to the base boundary regulations between properties.
4. Rear setback can be reduced adjacent to TxDot drainage structures by 5’
5. Type A lots shall have a 15’ rear no build line that includes accessory structures.
6. The Density shall not exceed 2.4 units per gross acre.

2. The development shall provide an amenitized pond with a fountain, dock, meandering trail, and a gazebo within the Open Space, as depicted on the Open Space Plan.
3. The development shall provide for a minimum of 15% open space, as shown on the Concept Plan.
4. The Perimeter screening requirements shall be in accordance with the Screening Plan. Additionally, where adjacent to single-family estates lots, Eastern Red Cedars, spaced at 15 feet on center, shall be provided.
5. The architectural elevations shall be in like kind and quality to the renderings on Exhibit G, in that exterior materials may be a mix of brick, stone, and/or stucco. Homes may utilize 3-step stucco as Category A masonry material, provided it is combined with another heavy masonry material (brick/stone). Roof pitch may align with the representative character images.
6. The Development Standards and Regulations contained herein shall not constitute a waiver or an amendment to engineering standards.

**EXHIBIT E**
**OPEN SPACE PLAN**

# EXHIBIT F
# SCREENING PLAN

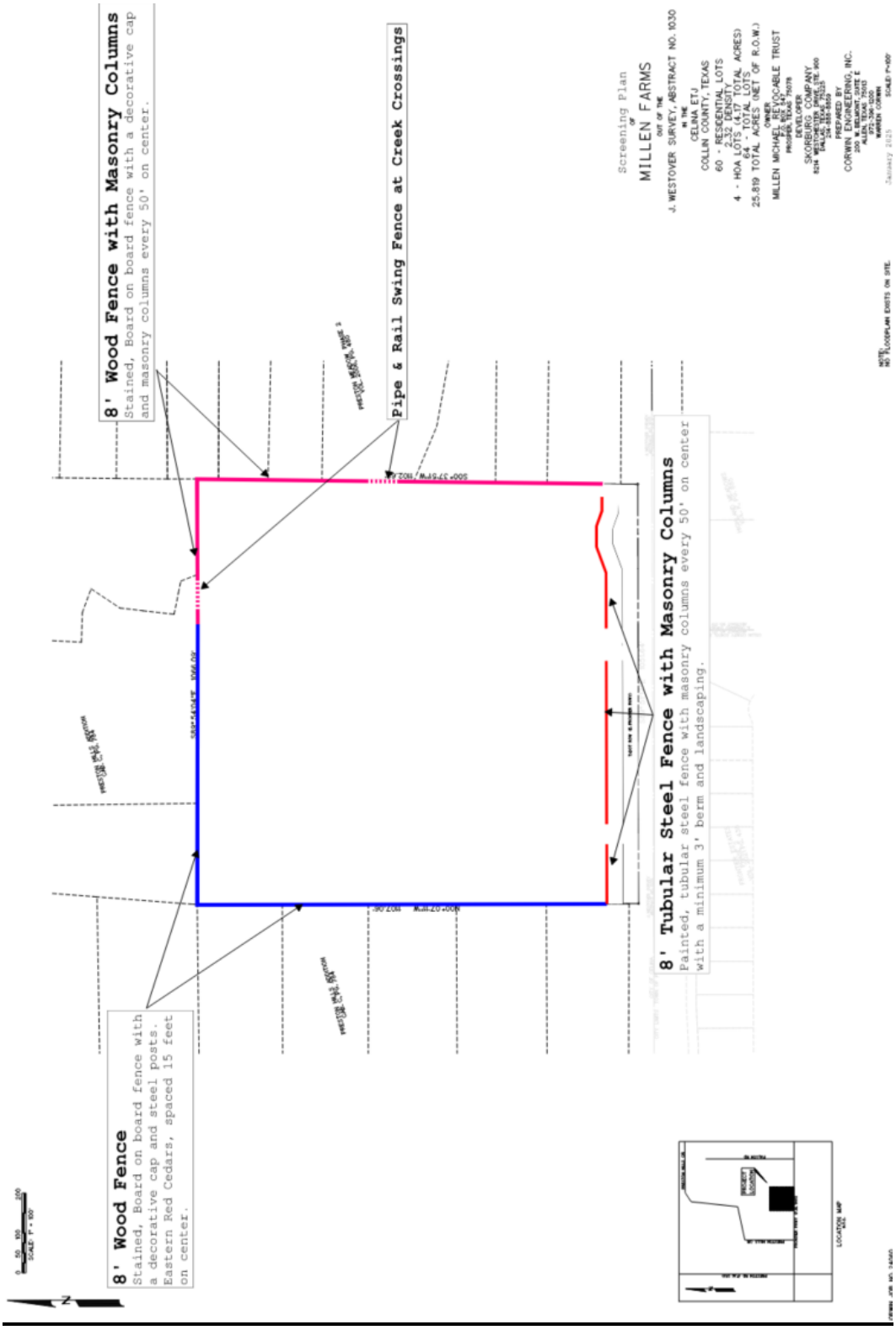
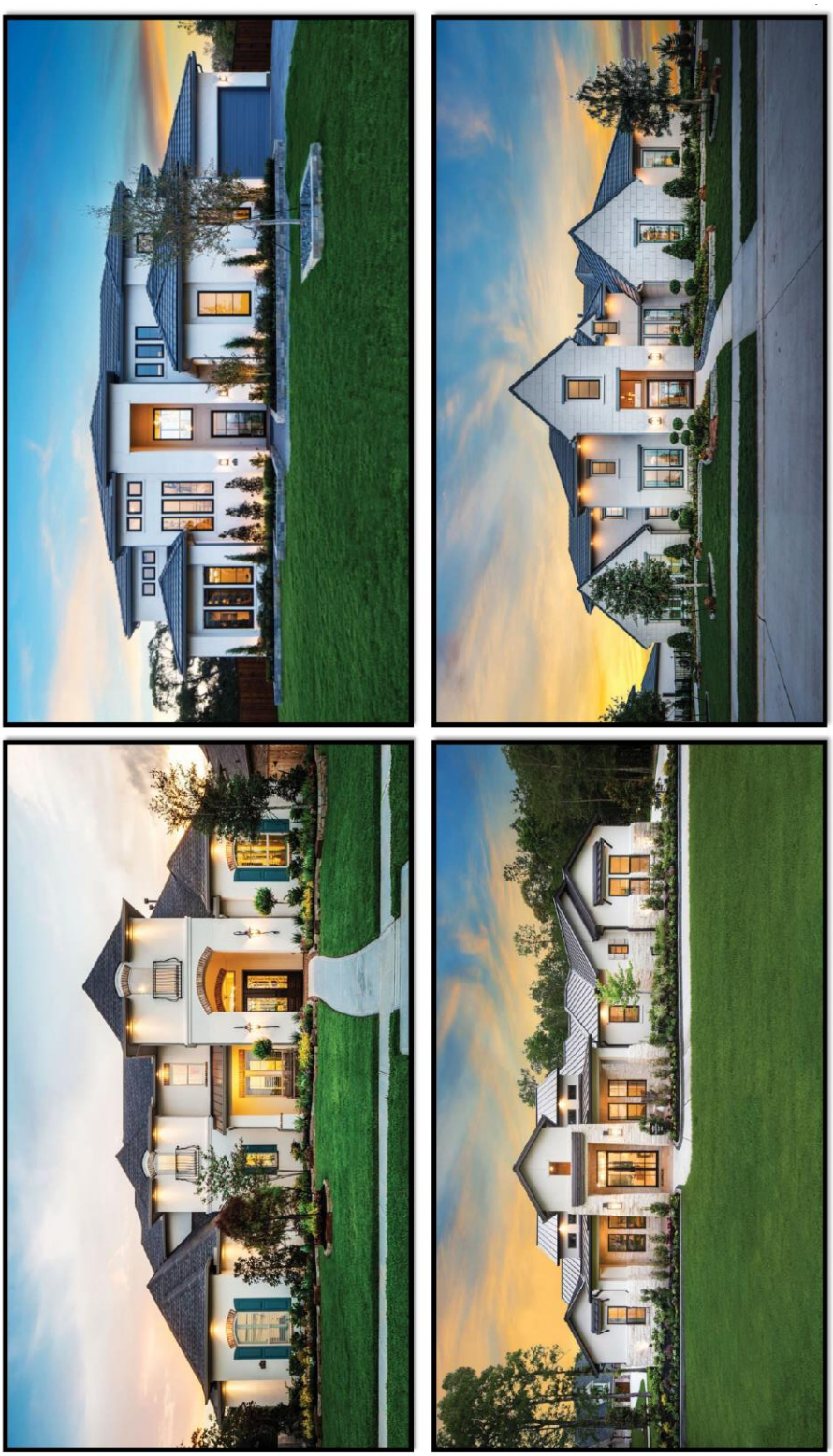
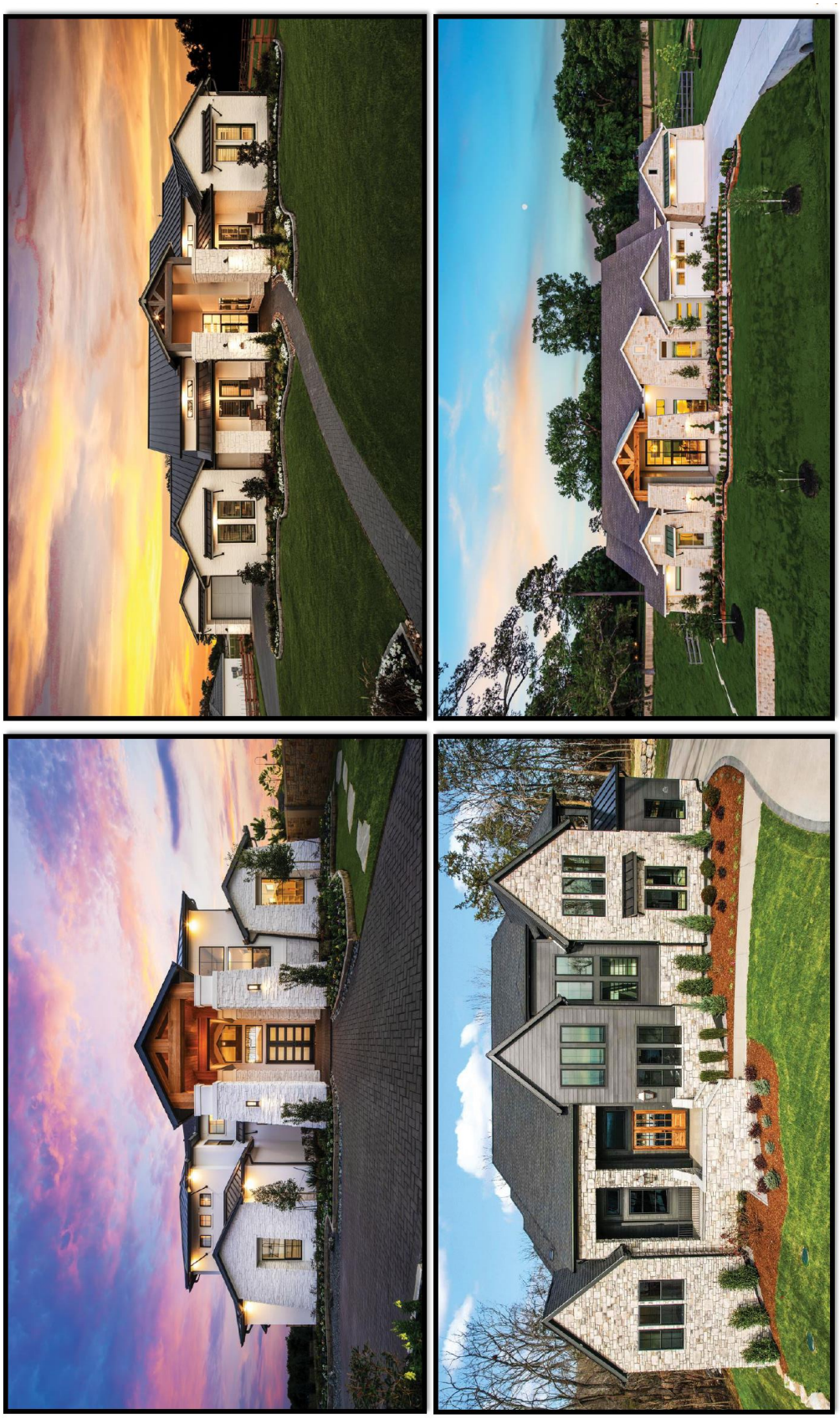
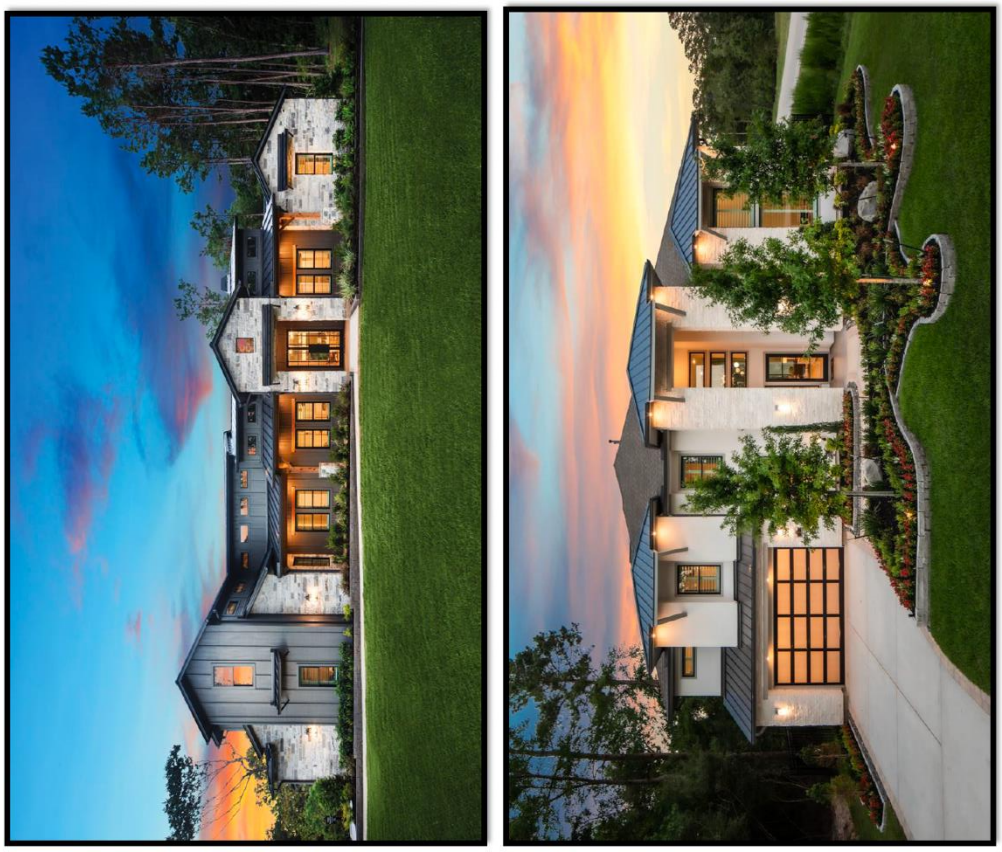


**EXHIBIT G**
**RENDERINGS**







Life Connected.

**Finance**
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: | May 13, 2025 |
| Re: | Parks at Wilson Creek Annex SAP and Levy |

**Action Requested:**
Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final The Parks at Wilson Creek Annex Public Improvement District Service and Assessment Plan, including the Phase #1 Assessment Roll; making a finding of special benefit to property within Phase #1 of The Parks at Wilson Creek Annex Public Improvement District Service and Assessment Plan; 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 Phase #1 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Stovall)

**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).

On April 8, the City Council approved a resolution identifying the costs of authorized public improvements that are to be financed by the PID assessment within Phase #1. The resolution also approved a preliminary service and assessment plan, including information related to Phase #1. In compliance with state law, the resolution directed the filing of the proposed Phase #1 Assessment Roll with the City Secretary and calls for 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.

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 $3,687,821 (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 $3,919,854.

Approval of this item establishes the levy for Parks at Wilson Creek Annex PID Phase#1 assessments and adopts the Service and Assessment Plan (SAP). There is an additional item on the May 13, 2025 agenda for City Council to consider the Reimbursement Agreement for the Parks at Wilson Creek Annex PID.

The attached presentation includes charts depicting the following information: authorized improvements, current assessment, average annual installment, and tax rate analysis.

**Legal Review:**
Legal has completed their review.

**Supporting Documents:**
1. Parks at Wilson Creek Annex PID Phase 1 - Staff Presentation
2. Celina - The Parks at Wilson Creek Annex 2025 - Assessment Ordinance

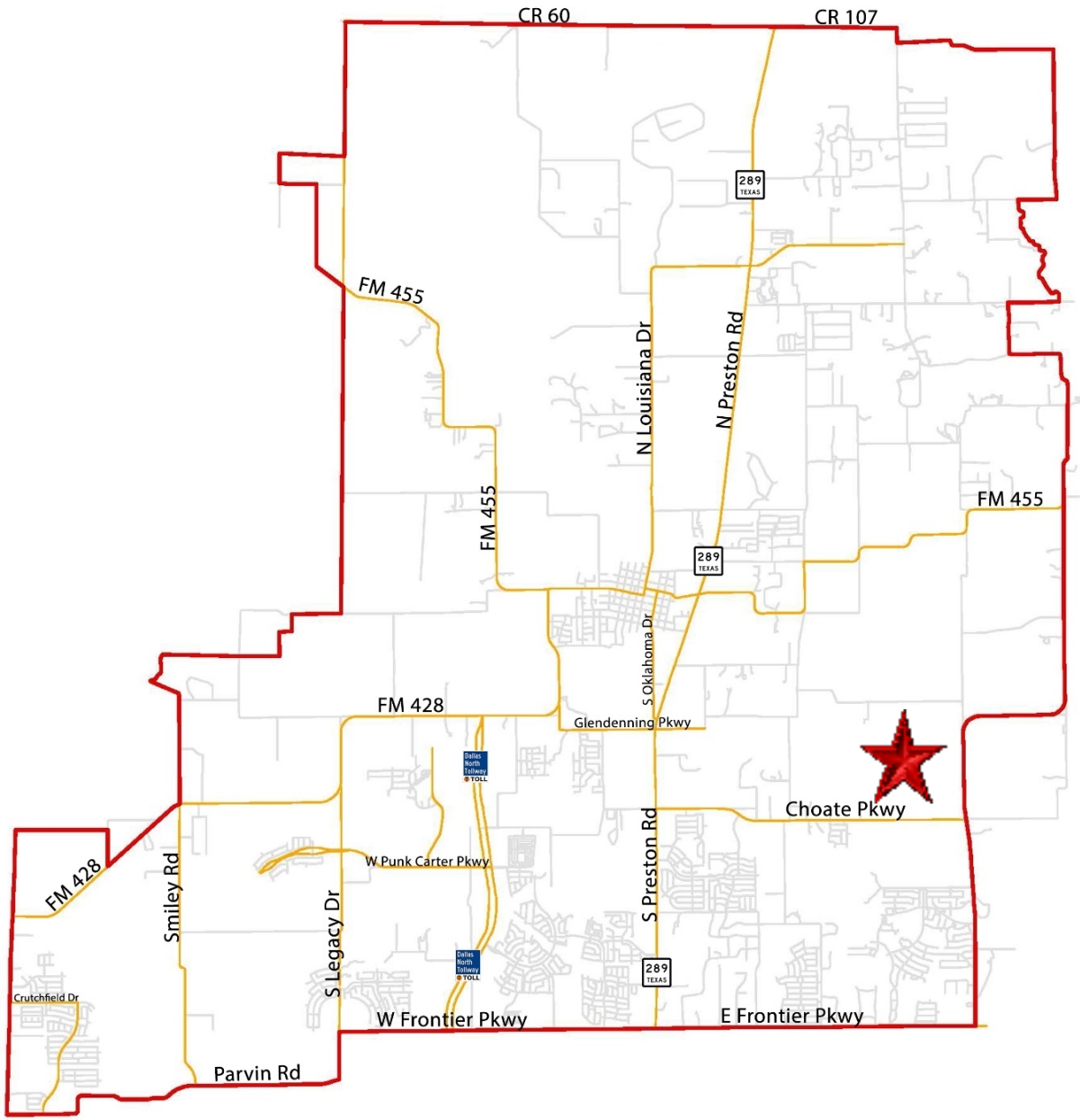
**Financial Consideration:**
Establishes the levy and SAP for the PAWC Phase #1

**Staff Recommendation:**

# THE PARKS AT WILSON CREEK ANNEX PID

# PHASE #1 SERVICE AND ASSESSMENT PLAN/ LEVY

City Council
May 13, 2025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Choate Pkwy
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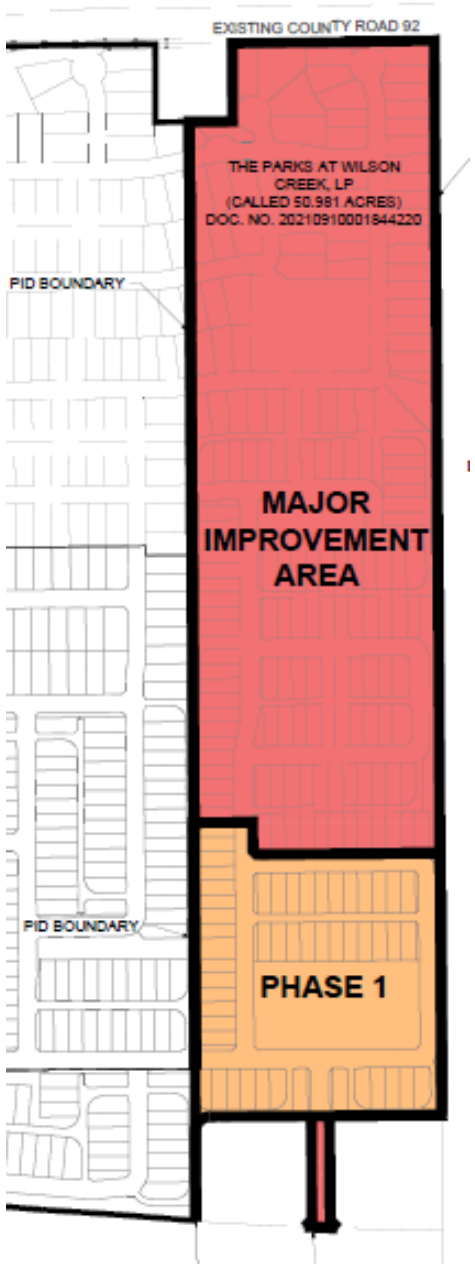
EXISTING COUNTY ROAD 92
THE PARKS AT WILSON CREEK, LP
(CALLED 50.981 ACRES)
DOC. NO. 20210910001844220
PID BOUNDARY
MAJOR IMPROVEMENT AREA
PID BOUNDARY
PHASE 1

# THE PARKS AT WILSON CREEK ANNEX

- 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
  - Authorized Improvement Cost: $3,919,854
    - Phase #1 Improvements - $3,687,821
    - Proportional Share of Major Improvements - $232,033

- 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 | 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 | $939,300 | $49,819 | $989,119 |
| Total Authorized Improvements | $3,687,821 | $232,033 | $3,919,854 |

# PHASE #1 PID ASSESSMENT

| Lot Size | Total Current Assessment Phase #1 per unit | Average Annual Installment Per Unit |
|---|---|---|
| 40' | $60,204.08 | $5,398 |

# PHASE #1 TAX RATE ANALYSIS

| Tax Rate Analysis | Tax Rate (per $100/AV) 40' Lot |
|---|---|
| Calculated Net Tax Rate Equivalent for | $0.8821 |
| FYE2025 Overlapping Tax Rates | $2.0645 |
| Estimated Total Tax Rate | $2.9466 |

- 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.

**ORDINANCE NO. 2025-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN, INCLUDING A PHASE #1 ASSESSMENT ROLL FOR THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #1 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #1 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district consisting of certain property located within the extraterritorial jurisdiction of the City; and

**WHEREAS,** the petition contained the signature of the owner of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of the Denton Central Appraisal District, and the signature of the record owner of taxable real property that constitutes more than fifty percent of the area of all taxable property that is liable for assessment by the District; and

**WHEREAS,** on September 14, 2021, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2021-83R, adopted by a majority of the members of the City Council, authorized and created The Parks at Wilson Creek Annex Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

**WHEREAS**, the City published the Authorization Resolution as required by law; and

**WHEREAS,** no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

**WHEREAS,** the District is now located entirely within the corporate limits of the City; and

**WHEREAS,** on April 8, 2025, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #1 of the District; calling for a public hearing to consider an ordinance levying assessments on property within Phase #1 of the District (the "Phase #1 Assessments"); authorizing and directing the City

Secretary or the Assistant City Secretary (as defined below) of the City to file the proposed assessment roll for Phase #1 of the District (the "Phase #1 Assessment Roll") and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Phase #1 Assessments against the property within Phase #1 of the District (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

**WHEREAS,** on April 9, 2025, the City Secretary or the Assistant City Secretary filed the Phase #1 Assessment Roll and made the same available for public inspection; and

**WHEREAS,** the City Secretary or the Assistant City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 18, 2025 in the *Celina Record*, a newspaper of general circulation in the City; and

**WHEREAS,** the City Secretary or the Assistant City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Phase #1 Assessments; and

**WHEREAS,** the City Council opened the Levy and Assessment Hearing on May 13, 2025, at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the proposed Phase #1 Assessment Roll, and the proposed Phase #1 Assessments, and to offer testimony pertinent to any issue presented on the amount of the Phase #1 Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #1 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #1 Projects"), the purposes of the Phase #1 Assessments, the special benefits of the Phase #1 Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Phase #1 Assessments; and

**WHEREAS,** the City Council finds and determines that the Phase #1 Assessment Roll and The Parks at Wilson Creek Annex Public Improvement District, Celina, Texas, Service and Assessment Plan, dated May 13, 2025, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Phase #1 Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the Phase #1 Assessment Roll attached thereto as Appendix G; and

**WHEREAS,** the City Council further finds that there were no objections or evidence submitted to the City Secretary or the Assistant City Secretary (the "Assistant City Secretary") in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #1 Projects (as described in the Service and Assessment Plan), the Phase #1 Assessment Roll, or the levy of the Phase #1 Assessments against the Phase #1 Assessed Property; and

**WHEREAS,** the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #1 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the

Service and Assessment Plan, approval of the Phase #1 Assessment Roll, approval of this Ordinance, and approval of the levy of the Phase #1 Assessments against their property located within Phase #1 of the District; and

**WHEREAS,** the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

**Section 1**. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**Section 2. Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #1 Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel the Phase #1 Assessed Property will receive from the construction of the Phase #1 Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #1 Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #1 Projects to be assessed against the Phase #1 Assessed Property as Phase #1 Assessments and such apportionment is made on the basis of special benefits accruing to the Phase #1 Assessed Property because of the Phase #1 Projects;

(d) All of the real property in Phase #1 of the District which is being assessed in the amounts shown in the Phase #1 Assessment Roll will be benefited by the Phase #1 Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #1 Assessed Property will receive special benefits during the term of the Phase #1 Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #1 Projects and Administrative Expenses set forth in the Service and Assessment Plan results in

imposing equal shares of the Actual Costs of the Phase #1 Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs of the Phase #1 Projects;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Phase #1 Assessment Roll should be approved as the assessment roll for the Phase #1 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Phase #1 Assessments, interest on Annual Installments, interest and penalties on delinquent Phase #1 Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Phase #1 Assessments should be approved and will expedite collection of the Phase #1 Assessments in a timely manner in order to provide the services and improvements needed and required for Phase #1 of the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted in a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

**Section 3. Service and Assessment Plan**.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

**Section 4. Phase #1 Assessment Roll**.

The Phase #1 Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Phase #1 Assessment Roll of Phase #1 of the District.

**Section 5. Levy and Payment of Phase #1 Assessments for Actual Costs of the Phase #1 Projects.**

(a) The City Council hereby levies an assessment on each parcel of Phase #1 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Phase #1 Assessment Roll, in the respective amounts shown on the Phase #1 Assessment Roll, as a special assessment on the properties set forth in the Phase #1 Assessment Roll.

(b) The levy of the Phase #1 Assessments shall be effective on the date of the adoption of this Ordinance levying the Phase #1 Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Phase #1 Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Phase #1 Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Phase #1 Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for the Phase #1 Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

**Section 6**. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #1 Projects and Administrative Expenses is set forth in the Service and Assessment Plan.

**Section 7**. **Penalties and Interest on Delinquent Assessments.**

Delinquent Phase #1 Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**Section 8**. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #1 Assessed Property subject to an Assessment may prepay the Phase #1 Assessments levied by this Ordinance.

**Section 9**. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #1 Assessed Property, including without limitation such Landowners' obligations related to payment of the Phase #1 Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Phase #1 Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #1 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Phase #1 Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

**Section 10**. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Phase #1 Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Tax Assessor/Collector of Denton County is hereby appointed and designated as the collector of the Phase #1 Assessments.

**Section 11**. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Phase #1 Assessments by the City.

**Section 12**. **Filing in Land Records**. The City Secretary or the Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Phase #1 Assessment Roll, to be recorded in the real property records of Denton County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The City Secretary or the Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

**Section 13. Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 14. Effective Date**.

This Ordinance shall take effect, and the levy of the Phase #1 Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

**PASSED AND ADOPTED**, this the 13th day of May, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

# EXHIBIT A

## Service and Assessment Plan

# THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

## SERVICE AND ASSESSMENT PLAN

May 13th, 2025

**PREPARED BY:**

MUNICAP, INC.
PUBLIC FINANCE

# THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT

## 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 46.5161 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 | $939,300 | $49,819 | $989,119 |
| Total Authorized Improvements | **$3,687,821** | **$232,033** | **$3,919,854** |

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 third 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 $3,949,854 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] | $999,854 |
| **Total Sources** | **$3,949,854** |
| | |
| **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 | $939,300 |
| *Subtotal Phase #1 Improvements* | *$3,687,821* |
| | |
| Other Assessment related Costs | |
| First Year Administrative Expenses[3] | $30,000 |
| *Subtotal Other Assessment Related Costs* | *$30,000* |
| **Total Uses** | **$3,949,854** |

[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] | $3,949,854 | $2,950,000 | $999,854 | $0 |
| 2026 | $0 | $0 | $0 | $265,235 |
| 2027 | $0 | $0 | $0 | $265,104 |
| 2028 | $0 | $0 | $0 | $264,855 |
| 2029 | $0 | $0 | $0 | $264,488 |
| 2030 | $0 | $0 | $0 | $264,003 |
| **Total** | **$3,949,854** | **$2,950,000** | **$999,854** | **$1,323,687** |

[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 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 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.

*(remainder of this page is intentionally left blank)*

**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 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 being 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.

*(remainder of this page is intentionally left blank)*

# 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 interest rate of 6.53% per annum for years 1 through 5 and 6.53% 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 5.53%. The City has determined that the Phase #1 Reimbursement Agreement Obligation shall bear interest at the interest rate of 6.53% per annum for years 1 through 5 and 6.53% per annum following the fifth Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 9.53% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.53% 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 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.

*(remainder of this page is intentionally left blank)*

# 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 $3,949,854 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] | $3,919,854 |
| | |
| Other Assessment Related Costs: | |
| Assessment Levy and First Year Administrative Expense | $30,000 |
| *Subtotal* | *$30,000* |
| **Total Special Benefit** | **$3,949,854** |
| | |
| Special Benefit: | |
| Total Special Benefit | $3,949,854 |
| Assessment | $2,950,000 |
| **Excess Benefit** | **$999,854** |

[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.).

*(remainder of this page is intentionally left blank)*

## 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.

*(remainder of this page is intentionally left blank)*

# 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.

*(remainder of this page is intentionally left blank)*

# 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

ROSELAND PARKWAY

CROSS CREEK MEADOWS
PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820

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

CISD SITE

THE PARKS AT WILSON CREEK PH. 2 (FOR REFERENCE ONLY)

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)

PID BOUNDARY

CITY OF CELINA STREET RIGHT-OF-WAY DOC. NO. 20220301000328180

CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820

THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE

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

Cambridge
Kimley»Horn

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
POND
EX. POND
CISD SITE
ROSELAND PARKWAY
FUTURE SUNSET BOULEVARD
E. SUNSET BOULEVARD
EXISTING COUNTY ROAD 92
COLLIN COUNTY OUTER LOOP
PID BOUNDARY
EXISTING 100' TP&L EASEMENT VOL.491, PG. 446
CITY OF CELINA (CALLED 30.778 ACRES) DOC. NO. 20150918001191130 O.P.R.C.C.T.
THE PARKS AT WILSON CREEK, LP (PART OF CALLED 180.524 ACRES) DOC. NO. 20150916001178630
MULLANEY REVOCABLE TRUST DOC# 20151116001442810 D.R.C.C.T. (NO DESCRIPTION FOUND)
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
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
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

DWG NAME K:\FRI_C\VIL\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 | $102,000 | $612,000 | $60,204.08 | 1.69 | 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 | $102,000 | $612,000 | $5,398 | $5.29 | $0.88 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll attached as Appendix G and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

# APPENDIX G
# PHASE #1 ASSESSMENT ROLL

**Appendix G-1**
**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 | $0 | $0 | $0 |
| 9/30/2026 | $42,000 | $192,635 | $30,600 | $265,235 |
| 9/30/2027 | $44,000 | $189,892 | $31,212 | $265,104 |
| 9/30/2028 | $46,000 | $187,019 | $31,836 | $264,855 |
| 9/30/2029 | $48,000 | $184,015 | $32,473 | $264,488 |
| 9/30/2030 | $50,000 | $180,881 | $33,122 | $264,003 |
| 9/30/2031 | $53,000 | $177,616 | $33,785 | $264,401 |
| 9/30/2032 | $55,000 | $174,155 | $34,461 | $263,616 |
| 9/30/2033 | $58,000 | $170,564 | $35,150 | $263,713 |
| 9/30/2034 | $61,000 | $166,776 | $35,853 | $263,629 |
| 9/302035 | $65,000 | $162,793 | $36,570 | $264,363 |
| 9/30/2036 | $68,000 | $158,548 | $37,301 | $263,850 |
| 9/302037 | $72,000 | $154,108 | $38,047 | $264,155 |
| 9/30/2038 | $76,000 | $149,406 | $38,808 | $264,215 |
| 9/30/2039 | $80,000 | $144,444 | $39,584 | $264,028 |
| 9/30/2040 | $84,000 | $139,220 | $40,376 | $263,596 |
| 9/30/2041 | $89,000 | $133,734 | $41,184 | $263,918 |
| 9/30/2042 | $94,000 | $127,923 | $42,007 | $263,930 |
| 9/30/2043 | $99,000 | $121,785 | $42,847 | $263,632 |
| 9/30/2044 | $105,000 | $115,320 | $43,704 | $264,024 |
| 9/30/2045 | $111,000 | $108,463 | $44,578 | $264,042 |
| 9/30/2046 | $118,000 | $101,215 | $45,470 | $264,685 |
| 9/30/2047 | $125,000 | $93,510 | $46,379 | $264,889 |
| 9/30/2048 | $132,000 | $85,347 | $47,307 | $264,654 |
| 9/30/2049 | $140,000 | $76,728 | $48,253 | $264,981 |
| 9/30/2050 | $148,000 | $67,586 | $49,218 | $264,804 |
| 9/30/2051 | $157,000 | $57,921 | $50,203 | $265,124 |
| 9/30/2052 | $167,000 | $47,669 | $51,207 | $265,876 |
| 9/30/2053 | $177,000 | $36,764 | $52,231 | $265,995 |
| 9/30/2054 | $188,000 | $25,206 | $53,275 | $266,481 |
| 9/302055 | $198,000 | $12,929 | $54,341 | $265,270 |
| **Total** | **$2,950,000** | **$3,744,171** | **$1,241,383** | **$7,935,555** |

[1]The principal and interest amounts represent the debt service requirements of the Phase #1 Reimbursement Agreement Obligation. The interest is calculated using an interest rate of 6.53% per annum for years 1 to 5 and 6.53% 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**
**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 | $3,931 | $624 | $5,413 |
| 9/30/2027 | $898 | $3,875 | $637 | $5,410 |
| 9/30/2028 | $939 | $3,817 | $650 | $5,405 |
| 9/30/2029 | $980 | $3,755 | $663 | $5,398 |
| 9/30/2030 | $1,020 | $3,691 | $676 | $5,388 |
| 9/30/2031 | $1,082 | $3,625 | $689 | $5,396 |
| 9/30/2032 | $1,122 | $3,554 | $703 | $5,380 |
| 9/30/2033 | $1,184 | $3,481 | $717 | $5,382 |
| 9/30/2034 | $1,245 | $3,404 | $732 | $5,380 |
| 9/30/2035 | $1,327 | $3,322 | $746 | $5,395 |
| 9/30/2036 | $1,388 | $3,236 | $761 | $5,385 |
| 9/30/2037 | $1,469 | $3,145 | $776 | $5,391 |
| 9/30/2038 | $1,551 | $3,049 | $792 | $5,392 |
| 9/30/2039 | $1,633 | $2,948 | $808 | $5,388 |
| 9/30/2040 | $1,714 | $2,841 | $824 | $5,380 |
| 9/30/2041 | $1,816 | $2,729 | $840 | $5,386 |
| 9/30/2042 | $1,918 | $2,611 | $857 | $5,386 |
| 9/30/2043 | $2,020 | $2,485 | $874 | $5,380 |
| 9/30/2044 | $2,143 | $2,353 | $892 | $5,388 |
| 9/30/2045 | $2,265 | $2,214 | $910 | $5,389 |
| 9/30/2046 | $2,408 | $2,066 | $928 | $5,402 |
| 9/30/2047 | $2,551 | $1,908 | $947 | $5,406 |
| 9/30/2048 | $2,694 | $1,742 | $965 | $5,401 |
| 9/30/2049 | $2,857 | $1,566 | $985 | $5,408 |
| 9/30/2050 | $3,020 | $1,379 | $1,004 | $5,404 |
| 9/30/2051 | $3,204 | $1,182 | $1,025 | $5,411 |
| 9/30/2052 | $3,408 | $973 | $1,045 | $5,426 |
| 9/30/2053 | $3,612 | $750 | $1,066 | $5,428 |
| 9/30/2054 | $3,837 | $514 | $1,087 | $5,438 |
| 9/30/2055 | $4,041 | $264 | $1,109 | $5,414 |
| **Total** | **$60,204** | **$76,412** | **$25,334** | **$161,950** |

[1]The principal and interest amounts represent the debt service requirements of the Phase #1 Reimbursement Agreement Obligation. The interest is calculated using an interest rate of 6.53% per annum for years 1 to 5 and 7.53% 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.

Life Connected.

**Administration**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Robin Bromiley, Director of Finance |
| CC: | Karla Stovall, Assistant City Manager |
| Intiated by: | Robin Bromiley |
| Date: | May 13, 2025 |
| Re: | Parks at Wilson Creek Annex Resolution Approving Reimbursement Agreement |

**Action Requested:**
Consider and act upon a Resolution approving and authorizing the Mayor to execute the PID Reimbursement Agreement The Parks at Wilson Creek Annex Public Improvement District and resolving other related matters. (Stovall)

**Background Information:**
The Reimbursement agreement for The Parks at Wilson Creek PID Annex provides for a reimbursement of costs to The Parks at Wilson Creek, L.P., a Texas limited partnership, to be effective May 13, 2025. The Service and Assessment Plan (SAP) approved by City Council during the public hearing portion of the May 13, 2025, establishes the cost of the authorized improvements to the PID.

The Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the actual costs associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID.

Until such time as bonds secured by the assessment revenues are issued in the future, the collected assessment revenues will be deposited into an improvement assessment fund and used to reimburse the Developer and its assigns pursuant to a completed reimbursement payment request.

At such time as the City issues The Parks at Wilson Creek PID Bonds, any remaining amounts due under the reimbursement agreement are expected to be paid from the proceeds of such future Bonds in order to satisfy the obligation to the Developer.

**Legal Review:**
Legal review has been completed.

**Supporting Documents:**
1. The Parks at Wilson Creek Annex Reimbursement Agreement Presentation
2. The Parks at Wilson Creek Annex PID - Resolution Approving Phase _1 Reimbursement Agreement

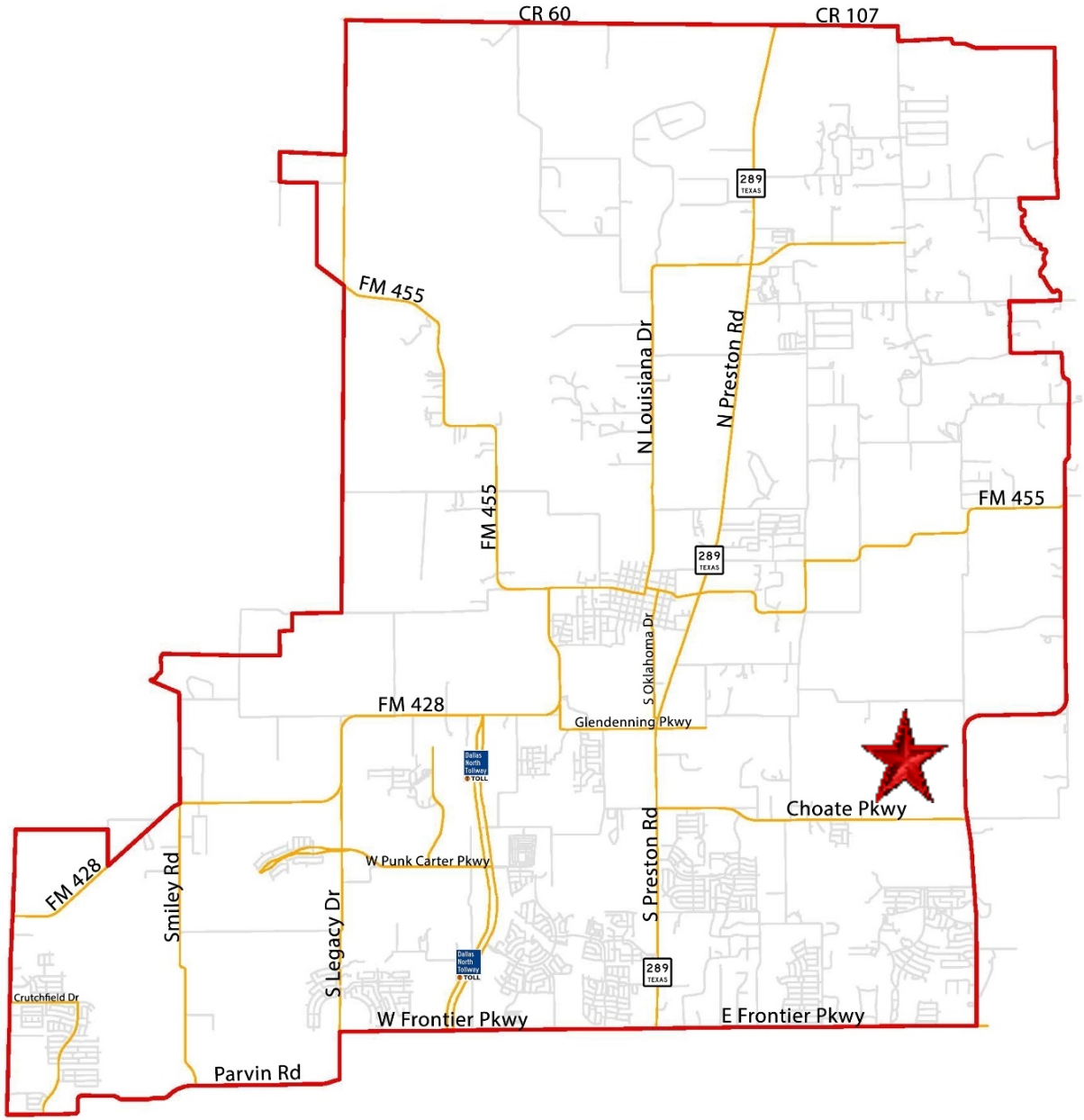
**Financial Consideration:**
Establishes a reimbursement agreement for the developer

**Staff Recommendation:**
Staff recommends approval.

# THE PARKS AT WILSON CREEK ANNEX PID

## REIMBURSEMENT AGREEMENT

City Council Meeting
May 13, 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
Choate Pkwy
S Preston Rd
W Punk Carter Pkwy
FM 428
Smiley Rd
S Legacy Dr
289
TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

# 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
  - Authorized Improvement Cost: $3,919,854
    - Phase #1 Improvements: $3,687,821
    - Proportional Share of Major Improvements: $232,033

- The Reimbursement agreement is the final step in the process for the consideration of The Parks at Wilson Creek PID Annex Phase #1.

# THE PARKS AT WILSON CREEK ANNEX PID

- A Reimbursement agreement provides for a payment to reimburse Developer and its assigns for the Phase #1 Improvements Costs, previously advanced by the Developer in an amount not to exceed $3,919,854.00, plus interest.

- At such time as the City issues The Parks at Wilson Creek PID Bonds for Phase #1, any remaining amounts due under the reimbursement agreement are expected to be paid from the proceeds of such future Bonds in order to satisfy the obligation to the Developer.

# RECOMMENDATION

- Staff recommends approval.

**CITY OF CELINA, TEXAS**

**RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A "PID REIMBURSEMENT AGREEMENT - THE PARKS AT WILSON CREEK ANNEX PUBLIC IMPROVEMENT DISTRICT" BETWEEN THE CITY OF CELINA, TEXAS, AND THE PARKS AT WILSON CREEK, L.P., A TEXAS LIMITED PARTNERSHIP**

**WHEREAS**, on September 14, 2021, the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2021-83R creating The Parks at Wilson Creek Annex Public Improvement District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

**WHEREAS**, the City desires to approve the "PID Reimbursement Agreement - The Parks at Wilson Creek Annex Public Improvement District" by and between the City and The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer"), to be effective May 13, 2025 (the "Reimbursement Agreement"); and

**WHEREAS**, the Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the actual costs associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Reimbursement Agreement, in a form substantially similar to the agreement attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signature page follows*]

**ADOPTED, PASSED, AND APPROVED** on this the 13th day of May, 2025.

_____
Mayor

ATTEST:

_____
City Secretary

(City Seal)

**EXHIBIT A**

**REIMBURSEMENT AGREEMENT**

**PID Reimbursement Agreement**
**The Parks at Wilson Creek Annex Public Improvement District**

This PID Reimbursement Agreement – The Parks at Wilson Creek Annex Public Improvement District (this "Agreement") is entered into by The Parks at Wilson Creek, L.P., a Texas limited partnership (the "Developer") and the City of Celina, Texas (the "City"), to be effective May 13, 2025 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

## SECTION 1. RECITALS

1.1 WHEREAS**,** capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on September 14, 2021, the City Council passed and approved the PID Creation Resolution authorizing the creation of the District pursuant to the Act, covering approximately 46.5161 contiguous acres within the City's corporate limits, which land is described in the PID Creation Resolution;

1.6 WHEREAS, on May 13, 2025, the City Council passed and approved an Assessment Ordinance levying "Phase #1 Assessments" against Phase #1 Assessed Property within the District in accordance with the "Phase #1 Assessment Roll" based on the special benefit conferred upon the Phase #1 Assessed Property by the Phase #1 Projects;

1.7 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the District in the future as such phases are developed;

1.8 WHEREAS, each Assessment Ordinance approves the SAP, including each Assessment Roll attached thereto;

1.9 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.10 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.11 WHEREAS, the Assessed Property is being developed in "Phases";

1.12 WHEREAS, this Agreement shall apply to all Phases and no additional reimbursement agreement shall be required for Future Phases;

1.13 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.14 WHEREAS, the City has levied or expects to levy Assessments for a portion of the Actual Costs of the Authorized Improvements against the Assessed Property in the amounts set forth on each Assessment Roll attached to the SAP and approved by an Assessment Ordinance;

1.15 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.16 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.17 WHEREAS, the Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of a Future Phase of development shall (1) only be paid from the Assessments and/or Annual Installments collected from Assessed Property within such Phase, (2) are contingent upon the City levying such Assessments, and (3) will not be due and owing unless and until the City levies such Assessments;

1.18 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Indenture if Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such Bonds are issued or none of such Bonds remain outstanding;

1.19 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Indenture;

1.20 WHEREAS, a PID Project Fund related to each series of Bonds shall only be used in the manner set forth in the applicable Indenture;

1.21 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.22 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.23 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Additional Major Improvements" are defined in the SAP.

2.4 "Administrative Expenses" are defined in the SAP.

2.5 "Administrator" is defined in the SAP.

2.6 "Agreement" is defined in the introductory paragraph.

2.7 "Annual Collection Costs" are defined in the SAP.

2.8 "Annual Installment" is defined in the SAP.

2.9 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers,

securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.10 "Assessed Property" is defined in the SAP.

2.11 "Assessment" is defined in the SAP.

2.12 "Assessment Ordinance" is defined in the SAP.

2.13 "Assessment Revenue" means the revenues actually received by or on behalf of the City from any one or more of the following: (i) an Assessment levied against Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment, or Annual Installment thereof, during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

2.14 "Assessment Roll" is defined in the SAP.

2.15 "Authorized Improvements" are defined in the SAP.

2.16 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Indenture.

2.17 "Bonds" are defined in the SAP.

2.18 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and a City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City.

2.19 "City" is defined in the introductory paragraph.

2.20 "City Council" means the governing body of the City.

2.21 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.22 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.23 "Default" is defined in Section 4.8.1.

2.24 "Delinquent Collection Costs" are defined in the SAP.

2.25 "Developer" is defined in the introductory paragraph.

2.26 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.27 "Developer Continuing Disclosure Agreement" means any continuing disclosure agreement of the Developer executed contemporaneously with the issuance and sale of Bonds.

2.28 "Developer Improvement Account" means an account of the PID Project Fund which may be created and established under an applicable Indenture relating to a specific series of Bonds (and segregated from all other funds contained in the PID Project Fund) into which the City deposits, or directs the applicable trustee to deposit, any funds received from the Developer as required under such Indenture.

2.29 "Development Agreement" is defined in the SAP.

2.30 "District" is defined as The Parks at Wilson Creek Annex Public Improvement District, created by the PID Creation Resolution.

2.31 "Effective Date" is defined in the introductory paragraph.

2.32 "Failure" is defined in Section 4.8.1.

2.33 "Future Phases" is defined in the SAP.

2.34 "Indenture" means the applicable trust indenture pursuant to which Bonds are issued.

2.35 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.36 "Party" and "Parties" are defined in the introductory paragraph.

2.37 "Phase #1 Assessed Property" is defined in the SAP.

2.38 "Phase #1 Assessment Roll" is defined in the SAP.

2.39 "Phase #1 Assessments" is defined in the SAP.

2.40 "Phase #1 Projects" is defined in the SAP.

2.41 "PID Bond Reimbursement Fund" means a fund which may be established by the City under a Bond Indenture related to a specific series of Bonds (and segregated from all other funds of the City) into which the City transfers Assessment Revenues from the applicable PID Pledged Revenue Fund for the purposes of paying amounts due under this Agreement and/or Actual Costs of Authorized Improvements that are not paid from Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable indenture related to a series of Bonds issued and still outstanding.

2.42 "PID Creation Resolution" is defined as Resolution No. 2021-83R passed and approved by the City Council on September 14, 2021 and recorded in the real property records of Collin County, Texas, as Document No. 20210920001913730 on September 20, 2021.

2.43 "PID Pledged Revenue Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each applicable Indenture related to a specific series of Bonds (and segregated from all other funds of the City) into which the City deposits Assessment Revenue in accordance with and as required by such applicable Indenture.

2.44 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under an Indenture relating to a specific series of Bonds (and segregated from all other funds of the City) into which the City deposits Bond Proceeds as described in and in the amounts required by such Indenture.

2.45 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue related to a Phase of development if not deposited into the PID Pledged Revenue Fund or the PID Bond Reimbursement Fund.

2.46 "Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

2.47 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.48 "SAP" is defined as *The Parks at Wilson Creek Annex Public Improvement District Service and Assessment Plan* approved on May 13], 2025 as part of the Assessment Ordinance, as the same may be updated or amended by City Council action in accordance with the Act.

2.49 "Transfer" and "Transferee" are defined in Section 4.11.

## SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portions of the Reimbursement Agreement Balance in accordance with this Agreement. Once Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of Bonds in the manner set forth in the applicable Indenture; and, if applicable, the City shall continue to deposit all Assessment Revenue not securing a series of Bonds into the PID Reimbursement Fund.

Once Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Indenture into the funds established by such Indenture in the manner set forth in such Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund, in accordance with the applicable Indenture. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within a Phase shall be paid from: (1) the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements, or (2) net Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under an Indenture related to such Bonds secured by the Assessment Revenue collected solely from Assessments levied on the property

within such Phase benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If a delinquency exists, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments except as may be set forth in the Development Agreement. Once Bonds are issued, the applicable Indenture shall control in the event of any conflict with this Agreement.

3.2 Payment of Actual Costs. If Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Indenture; and, except as may be required under the Development Agreement and/or an applicable Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements, unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit in the amount necessary to complete construction of the Authorized Improvements. If Developer Advances are required in connection with the issuance of a series of Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such Bonds that the Developer has previously paid if (1) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the pricing of such Bonds, and (2) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for

cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each approved Certificate for Payment (which amounts include only Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation is incurred (which date is the same date the City Council passes and approves the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation is incurred (which date is the same date the City Council passes and approves the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and later (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of Bonds, the interest rate due and unpaid on amounts shown on each approved Certificate for Payment to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council of the City in the Assessment Ordinance levying the Assessments from which such Bonds shall be paid. The interest rates set forth in this section and Schedule I hereto have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated

or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from: (1) the PID Reimbursement Fund if no Bonds are issued for the purposes of paying a portion of the Actual Costs of the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if Bonds are issued for the purpose of paying a portion of the Actual Costs of the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds, revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable Indenture.

So long as no Bonds are issued, and the City has received and approved a Certificate for Payment, the City shall make a payment to the Developer from the PID Reimbursement Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than sixty (60) days after the date payment of the Annual Installments are due, not to exceed the amount of the Assessment Revenue collected and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within sixty (60) days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance, shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

Approval of a Certificate for Payment and all payments under this Agreement are predicated on: (1) the Developer constructing and installing, or the City acquiring (if applicable), the Authorized Improvements (or portion thereof) shown on each Certificate for Payment as required under the Development Agreement, (2) the Developer providing the necessary supporting documentation in the

standard form for City construction projects; and (3) the City's inspection of each Authorized Improvement (or portion thereof) covered by each Certificate for Payment; provided, however, in no event shall the City Representative be authorized to approve a Certificate for Payment if the City has not previously levied Assessments against Assessed Property within a Phase of the development related to the Authorized Improvements for which such Certificate for Payment has been submitted. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 Bonds. The City, in its sole, legislative discretion, may issue Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Indenture. Upon the issuance of Bonds for such purpose and for so long as Bonds remain outstanding, the Developer's right to receive payments from the Assessments securing such Bonds each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Indenture related to any outstanding Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Indenture. The failure of the City to issue Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund or the PID Bond Reimbursement Fund, if applicable, to pay the Actual Costs. This Agreement shall apply to all of the Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Indenture to pay at closing of the Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the District and any other eligible costs incurred by the Developer and the City as of the time of the

delivery of the Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the applicable series of Bonds for payment in accordance with the provisions of the applicable Indenture. In order to receive additional disbursements from any applicable fund under an Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the District, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. The Developer further agrees that if the City provides to the Developer a sales tax exemption certificate then sales tax will not be approved for payment under a Certification for Payment. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee, if applicable, for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Project Fund, or the PID Bond Reimbursement Fund, if applicable. The Parties further agree that the City's obligation under this Agreement with respect to the Actual Costs of Authorized Improvements within Future Phases shall be contingent upon the City levying Assessments against property within such Phase related to the Authorized Improvements that benefit such Phase. The

levying of the Assessment against each Future Phase will create the fund out of which the City will pay its obligation related to such Future Phase and until such time, this Agreement does not create an obligation of the City with respect to each such Future Phase. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Sections 3.3 and 3.6 above, if the Developer is in compliance with its obligations under the Developer Continuing Disclosure Agreement (if Bonds are issued and remain outstanding) or under the Development Agreement (if Bonds are not issued or are no longer outstanding), then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay from Assessment Revenue or the net Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided by Applicable Law or in any Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, this Agreement, the Development Agreement, and any other agreement between the parties related to property in the District. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with applicable City ordinances, City regulations, this Agreement, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike

and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with applicable City ordinances, City regulations, this Agreement, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. If requested in writing by the City, the Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The preliminary title report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The

City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

## SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor. The City, at its election made prior to the Developer entering into a construction contract, shall have the right to examine and approve the contractor selected by the Developer to construct Authorized Improvements, which approval shall not be unreasonably delayed or withheld.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of

records and accounts pertaining to the Assessments for so long as Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the District, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collection of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments owed to the Developer from the PID Reimbursement Fund, the PID Project Fund, or the PID Bond Reimbursement Fund, as applicable, or the PID Project Fund in accordance with this Agreement and any Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the District. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the District.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate in a form and substance satisfactory to both Parties, that: (1) identifies any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, as applicable, in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge or other encumbrance shall be made without the prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

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| To the City: | Attn: Robert Ranc, City Manager<br>City of Celina<br>142 N. Ohio Street<br>Celina, Texas 75009<br>E-mail: rranc@celina-tx.gov<br>TEL: (972) 382-2682<br>FAX: (972) 382-3736 |
| With a copy to: | Attn: Julie Fort<br>Messer Fort, PLLC<br>6371 Preston Road Ste. 200<br>Frisco, Texas 75034<br>E-mail: julie@txmunicipallaw.com<br>TEL: (972) 668-6400<br>FAX: (972) 668-6414 |
| To the Developer: | Attn: James J. Melino<br>The Parks at Wilson Creek, L.P.<br>c/o The Cambridge Companies, Inc.<br>8750 N. Central Expressway, Suite 1735<br>Dallas, Texas 75231<br>E-mail: jmelino@cambridgecos.com<br>TEL: (214) 691-2556<br>FAX: (214) 691-0682 |
| With a copy to: | Attn: Misty Ventura<br>Shupe Ventura, PLLC<br>9406 Biscayne Blvd.<br>Dallas, Texas 75218<br>E-mail:misty.ventura@svlandlaw.com<br>TEL: (214) 328-1101<br>FAX: (800) 519-3768 |

Any Party may change its address by delivering notice of the change in accordance with this section.

4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.16 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.18 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.19 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.20 Statutory Verifications. The Developer makes the following representations and covenants in Section 4.21 through 4.24 below pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything contained in this Agreement to the contrary.

4.21 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a

company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

4.22 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

4.23.1 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit

the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

4.23.2 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

4.23.3 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

4.24 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this

Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

4.25 Texas Attorney General Standing Letter. The Developer represents that it has, as of the Effective Date, on file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in the form attached as Exhibit A to the All Bond Counsel Letter from the Office of the Texas Attorney General (November 1, 2023), as last supplemented on December 29, 2023 (a "Standing Letter"). In addition, if the Developer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Developer receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking written verification that the Developer is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero Asset Managers or of the representations and certifications contained in the Developer's Standing Letter (a "Request Letter"), the Developer shall promptly notify the City (if it has not already done so) and provide to the City, two business days prior to the Effective Date and additionally upon request by the City, written verification to the effect that its Standing Letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Developer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Developer that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail.

4.26 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application

system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[*Remainder of page left blank intentionally. Execution pages follow.*]

**CITY OF CELINA, TEXAS**

By: _____

Ryan Tubbs, Mayor

**ATTEST:**

By: _____

Jeovanna Rubio, Assistant City Secretary

**THE PARKS AT WILSON CREEK, L.P.,**
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

## EXHIBIT A

## CERTIFICATE FOR PAYMENT FORM

The undersigned is an agent for _____ (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund][PID Bond Reimbursement Fund] from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within The Parks at Wilson Creek Annex Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the *PID Reimbursement Agreement – The Parks at Wilson Creek Annex Public Improvement District*, between the Developer and the City, effective May 13, 2025 (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan and the Development Agreement.

5. The Developer has timely paid all ad valorem taxes and annual installments of special assessments it owes or an entity the Developer controls owes, located in The Parks at Wilson Creek Annex Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

**Payments requested are as follows:**

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

If the Authorized Improvements are to be paid in part from one series of Bonds and in part from another, insert the following:

As required by Section _____ of the Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:

| Authorized Improvements: | Amount to be paid from _____ Fund | Amount to be paid from _____ Fund | Total Cost of Authorized Improvements |
|---|---|---|---|
| | | | |

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

**THE PARKS AT WILSON CREEK, L.P.,**
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall [include said payments in the City Certificate submitted to the Trustee directing payments to be made from the appropriate account of the [PID Reimbursement Fund] [PID Project Fund][PID Bond Reimbursement Fund]] [direct payment from the PID Reimbursement Fund] to the Developer or to any person designated by the Developer.

**CITY OF CELINA, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

## Exhibit B

## FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for _____ (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the Cost of Issuance Account of the Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the Cost of Issuance Account of the PID Project Fund upon the delivery of the Bonds for costs incurred in the establishment, administration, and operation of The Parks at Wilson Creek Annex Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the Bonds has not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**THE PARKS AT WILSON CREEK, L.P.,**
a Texas limited partnership

By: The Parks at Wilson Creek GP, LLC,
a Texas limited liability company,
its General Partner

By: LLC Manager, Inc.,
A Texas corporation,
Its Manager

By: _____
James J. Melino, President

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account upon delivery of the Bonds.

**CITY OF CELINA, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

# SCHEDULE I

## 1. Reimbursement Agreement Balance - Phase #1 Projects

A. *Portion to be paid from Assessment Revenues:*

- Original Principal Amount: **$ 2,950,000**
- Interest Rate**:** 6.53%
- Bond Index Rate approved by the City Council: 5.53% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date of the Assessment Ordinance approval.
- Date of Assessment Ordinance Approval: Ordinance No. 2025-____ approved on May 13, 2025 and recorded in the real property records of Collin County, Texas on [_____], as Document No. _____.
- Payment Source: Solely from Assessment Revenues from the collection of the Phase #1 Assessments shown on the Phase #1 Assessment Roll attached as Appendix G to the SAP.

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: | Karla Stovall |
| Date: | May 13, 2025 |
| Re: | Cambridge Crossing Phase #4 SAP and Levy |

**Action Requested:**
Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #4 Assessment Roll – Phase #4 Improvements; making a finding of special benefit to property within Phase #4 of the Cambridge Crossing 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 Phase #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

**Background Information:**
The Cambridge Crossing Public Improvement District (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.

City Council has been requested to consider two items on the agenda pertaining to the Cambridge Crossing Phase #4. The Cambridge Crossing Phase #4 SAP and Levy and the Cambridge Crossing Phase #4 Additional Major Improvements SAP and Levy.

The authorized public improvement cost for Phase #4 improvements is $11,965,000; the proportional share of the initial major improvements is $2,888,442; and the proportional share of the additional major improvements was $1,963,394, for a total Phase #4 Project costs $16,816,837. Authorized improvements include streets, water, wastewater, drainage, and other miscellaneous costs.

Approval of this item levies assessments on properties within Phase #4 and adopts the SAP. There is an additional item on the May 13, 2025 agenda for City Council to consider a Reimbursement Agreement for Cambridge Crossing Phase #4.

**Legal Review:**
Legal has completed their review.

**Supporting Documents:**
1. Cambridge Crossing Phase #4 SAP & Levy
2. Celina Cambridge Crossing PID Phase #4 2025 - Assessment Ordinance

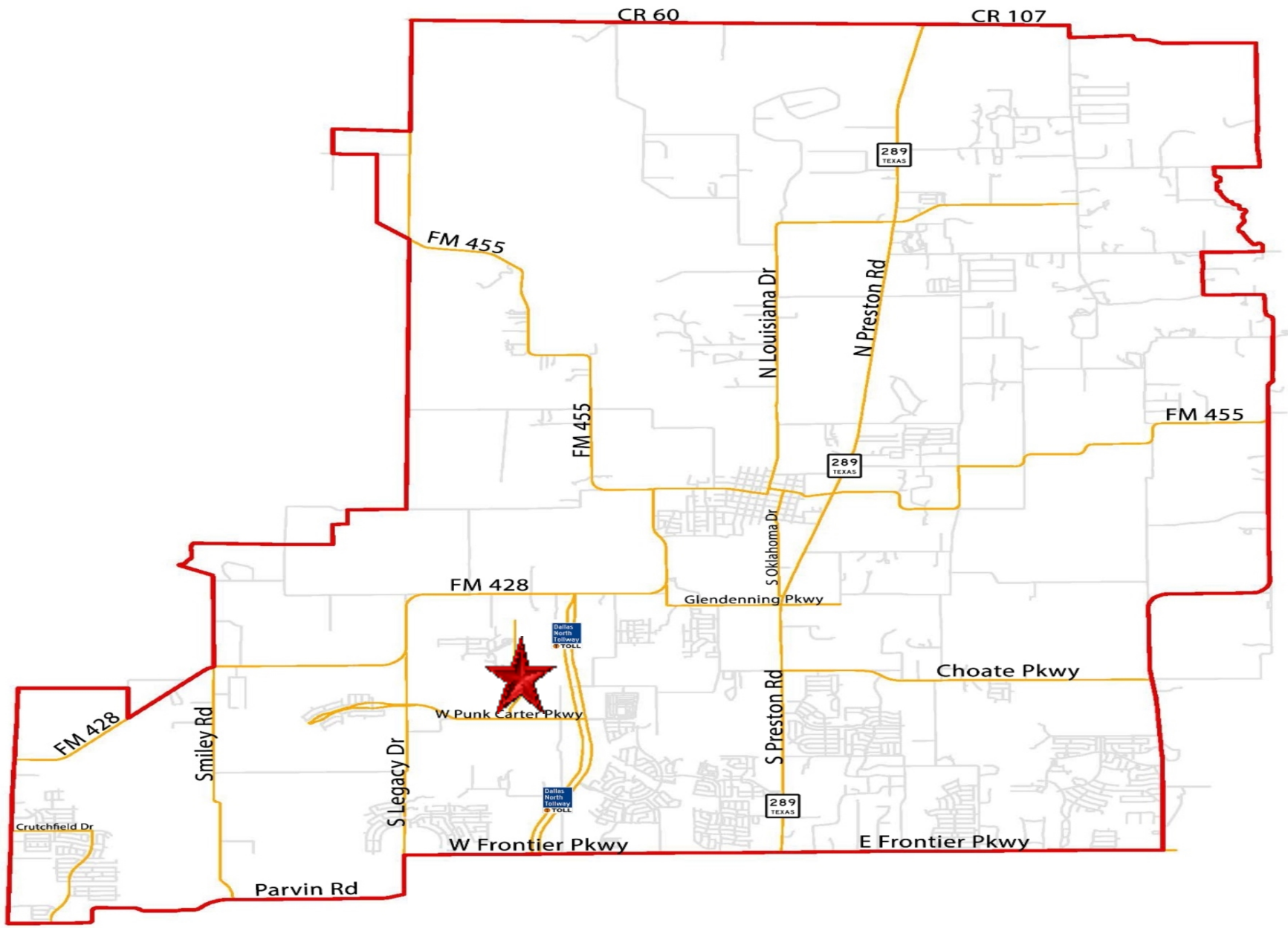
**Financial Consideration:**
The ordinance does not impact the City's operating funds. It establishes an assessment on property owners within the Cambridge Crossing PID.

**Staff Recommendation:**
Staff recommends approval.

# CAMBRIDGE CROSSING PHASE #4 AND ADDITIONAL MAJOR IMPROVEMENTS

# SERVICE AND ASSESSMENT PLAN AND LEVY

City Council
May 13, 2025
Public Hearing – Item F
Public Hearing – Item G


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
W Punk Carter Pkwy
Choate Pkwy
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289 TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

# 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: $16,816,837
    - Estimated Authorized Current Improvement Cost: $13,928,394
      - Phase #4 Improvement Costs – $11,965,000 – Item F Public Hearing
      - Phase #4  MIA Additional Costs - $1,963.394 – Item G Public Hearing
    - 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 Major Improvementss | 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 | $3,664,018 | $269,741 | $0 | $3,933,759 |
| Total Authorized Improvements | $11,965,000 | $2,888,442 | $1,963,394 | $16,816,837 |

# PHASE #4 PID TOTAL ASSESSMENT

| Lot Size | Total Current Assessment Phase #4 per unit | Phase #4's share of the Phases #2-7 Major Improvement Area Assessment per unit | Phase #4 Projects Assessment per unit | Average Annual installment Per Unit |
|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | $56,739.05 | $13,978.25 | $70,717.30 | $5,517 |
| Lot Type 2 (60 Ft Lot) | $49,256.98 | $12,134.97 | $61,391.94 | $4,789 |
| Lot Type 3 (50 Ft Lot) | $44,268.93 | $10,906.11 | $55,175.04 | $4,304 |

*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 | $0.6184 | $0.6220 | $0.5801 |
| FYE2025 Overlapping Tax Rates | $2.0645 | $2.0645 | $2.0645 |
| Estimated Total Tax Rate | $2.6830 | $2.6865 | $2.6446 |

.

# TIMELINE

- April 8, 2025 – Pre-SAP and calling two public hearing resolutions
- May 13, 2025– Two Levy Ordinances for PID assessments (Items F and G)
- May 13, 2025– Reimbursement Agreement

# RECOMMENDATION

- Staff recommends approval.

**ORDINANCE NO. 2025-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS FOR THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #4 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #4 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on January 3, 2017, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

**WHEREAS,** the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

**WHEREAS,** on February 28, 2017, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-10R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cambridge Crossing Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

**WHEREAS**, the City published the Authorization Resolution as required by law; and

**WHEREAS**, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

**WHEREAS,** all of the property within the District is now within the corporate boundaries of the City; and

**WHEREAS,** on April 8, 2025, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #4 of the District related to the Phase #4 Improvements (as defined herein); calling for a public hearing

to consider an ordinance levying assessments on property within Phase #4 of the District (the "Assessments"); authorizing and directing the City Secretary or Assistant City Secretary of the City to file the proposed assessment roll for Phase #4 of the District related to the Phase #4 Improvements and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #4 of the District related to the Phase #4 Improvements (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

**WHEREAS,** on April 9, 2025, the Assistant City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

**WHEREAS,** the Assistant City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 18, 2025 in the *Celina Record*, a newspaper of general circulation in the City; and

**WHEREAS,** the Assistant City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

**WHEREAS,** the City Council opened the Levy and Assessment Hearing on May 13, 2025, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken for the benefit of the Phase #4 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #4 Improvements"), the purposes of the Assessments, the special benefits of the Phase #4 Improvements, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS,** the City Council finds and determines that the Assessment Roll and the Cambridge Crossing Public Improvement District Service and Assessment Plan, dated May 13, 2025, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix K-1 (the "Assessment Roll"); and

**WHEREAS,** the City Council further finds that there were no objections or evidence submitted to the Assistant City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #4 Improvements (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Phase #4 Assessed Property; and

**WHEREAS,** the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #4 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

**WHEREAS,** the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

**Section 1**. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**Section 2. Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #4 Improvements (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Phase #4 Assessed Property will receive from the construction of the Phase #4 Improvements identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #4 Improvements, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #4 Improvements to be assessed against the Phase #4 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #4 Improvements;

(d) All of the real property in Phase #4 of the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Phase #4 Improvements proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #4 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #4 Improvements and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #4 Improvements and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll related to the Phase #4 Improvements for the Phase #4 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

**Section 3. Service and Assessment Plan**.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

**Section 4. Assessment Roll**.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the Assessment Roll related to the Phase #4 Improvements for Phase #4 of the District.

**Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #4 Improvements.**

(a) The City Council hereby levies an assessment on each parcel of Phase #4 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

**Section 6**. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #4 Improvements and Administrative Expenses are set forth in the Service and Assessment Plan.

**Section 7**. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**Section 8**. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #4 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

**Section 9**. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #4 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

**Section 10**. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

**Section 11**. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

**Section 12**. **Filing in Land Records**. The Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

**Section 13. Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 14. Effective Date**.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

**PASSED AND ADOPTED**, this the 13th day of May, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

# EXHIBIT A

## Service and Assessment Plan

# CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

## 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 May 13, 2025.

**PREPARED BY:**

MUNICAP, INC.
PUBLIC FINANCE

# CAMBRIDGE CROSSING
# PUBLIC IMPROVEMENT DISTRICT

## SERVICE AND ASSESSMENT PLAN

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# 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) - $70,717.30
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**

| Description | Development | |
|---|---|---|
| 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 final plat for Phase #3 is recorded in the real property records of Collin County, Texas as Document No. 2023010000126. 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**

| Description | Development | |
|---|---|---|
| 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**

| Description | Development | |
|---|---|---|
| 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.

## 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 | $1,089,403 |
| 2027 | $0 | $0 | $0 | $1,088,623 |
| 2028 | $0 | $0 | $0 | $1,087,351 |
| 2029 | $0 | $0 | $0 | $1,088,588 |
| 2030 | $0 | $0 | $0 | $1,087,142 |
| 2031 | $0 | $0 | $0 | $1,087,141 |
| **Total** | **$13,973,394** | **$13,973,394** | **$0** | **$6,528,248** |

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 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 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 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 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 interest rate of 6.38% per annum for years 1 through 5 and 6.38% 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 5.53%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #4 Improvements and shall bear interest at the interest rate of 6.38% per annum for years 1 through 5 and 6.38% per annum following the fifth Annual Installment which rates are equal to or less than the initial maximum allowable rate of interest of 6.38% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.38%. 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 interest rate of 6.38% per annum for years 1 through 5 and 6.38% 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 5.53%. 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 6.38% per annum for years 1 through 5 and 6.38% per annum following the fifth

Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 6.38% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.38%. 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.

*(remainder of this page is intentionally left blank)*

# 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.

*(remainder of this page is intentionally left blank)*

**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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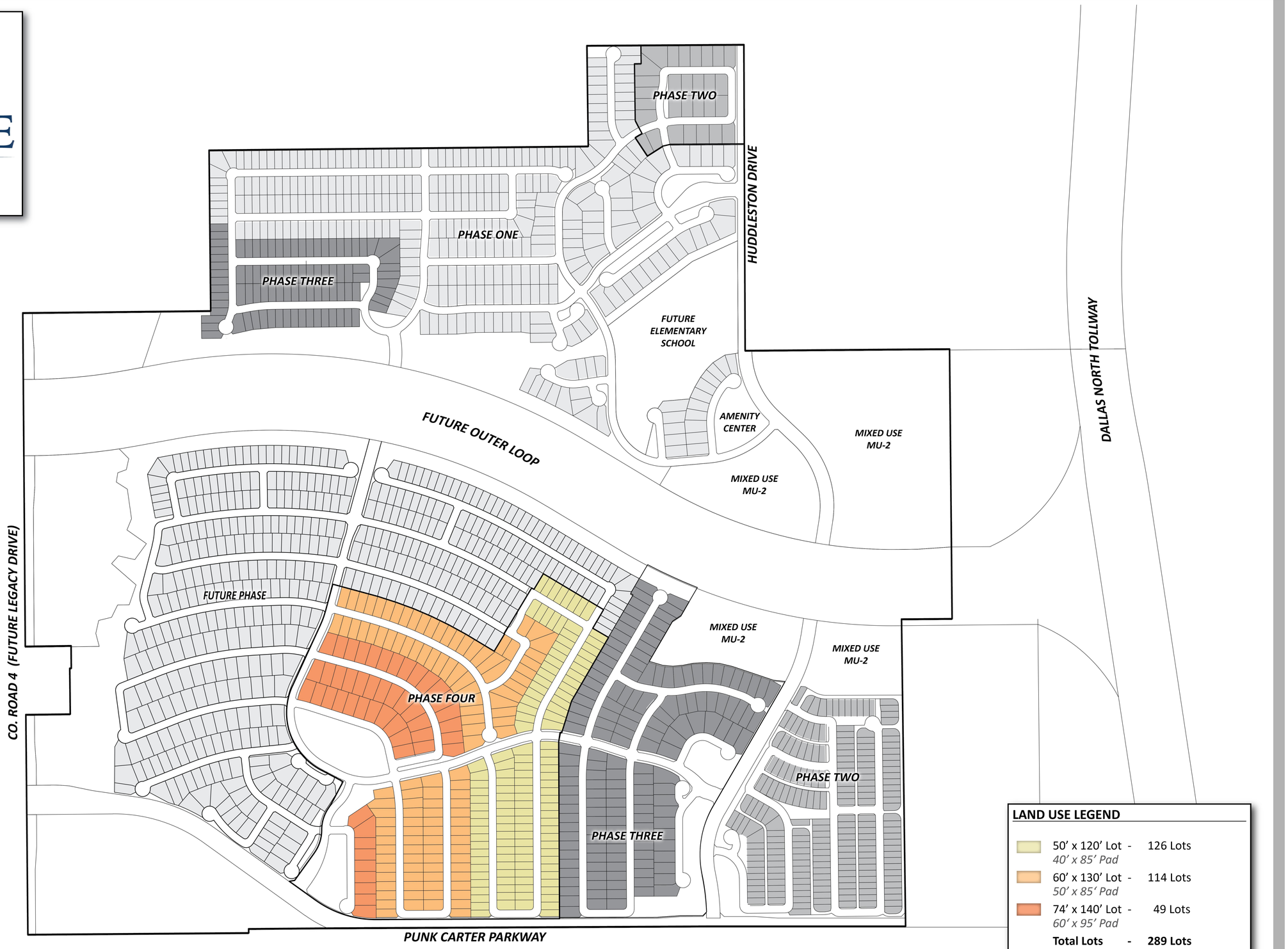
# APPENDIX A
# PID MAP

# CAMBRIDGE CROSSING

## Phase Four




**LAND USE LEGEND**

| | | |
|---|---|---|
| 50’ x 120’ Lot<br>*40’ x 85’ Pad* | - | 126 Lots |
| 60’ x 130’ Lot<br>*50’ x 85’ Pad* | - | 114 Lots |
| 74’ x 140’ Lot<br>*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”;

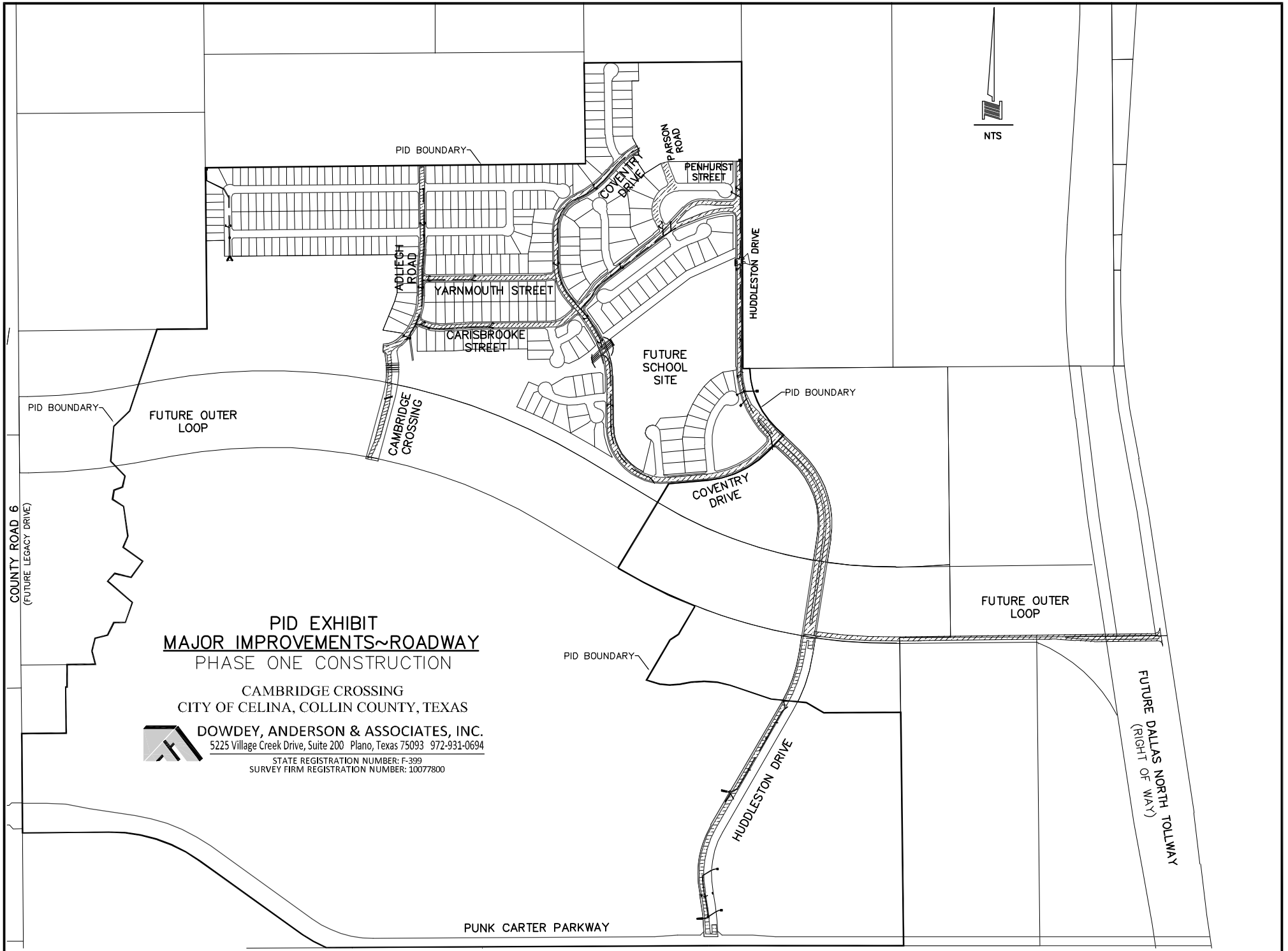
S 17°07'54" W, A DISTANCE OF 218.44 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED “RPLS 5664”, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 01°00'04", A CHORD BEARING AND DISTANCE OF N 81°08'44" W - 10.92 FEET;

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

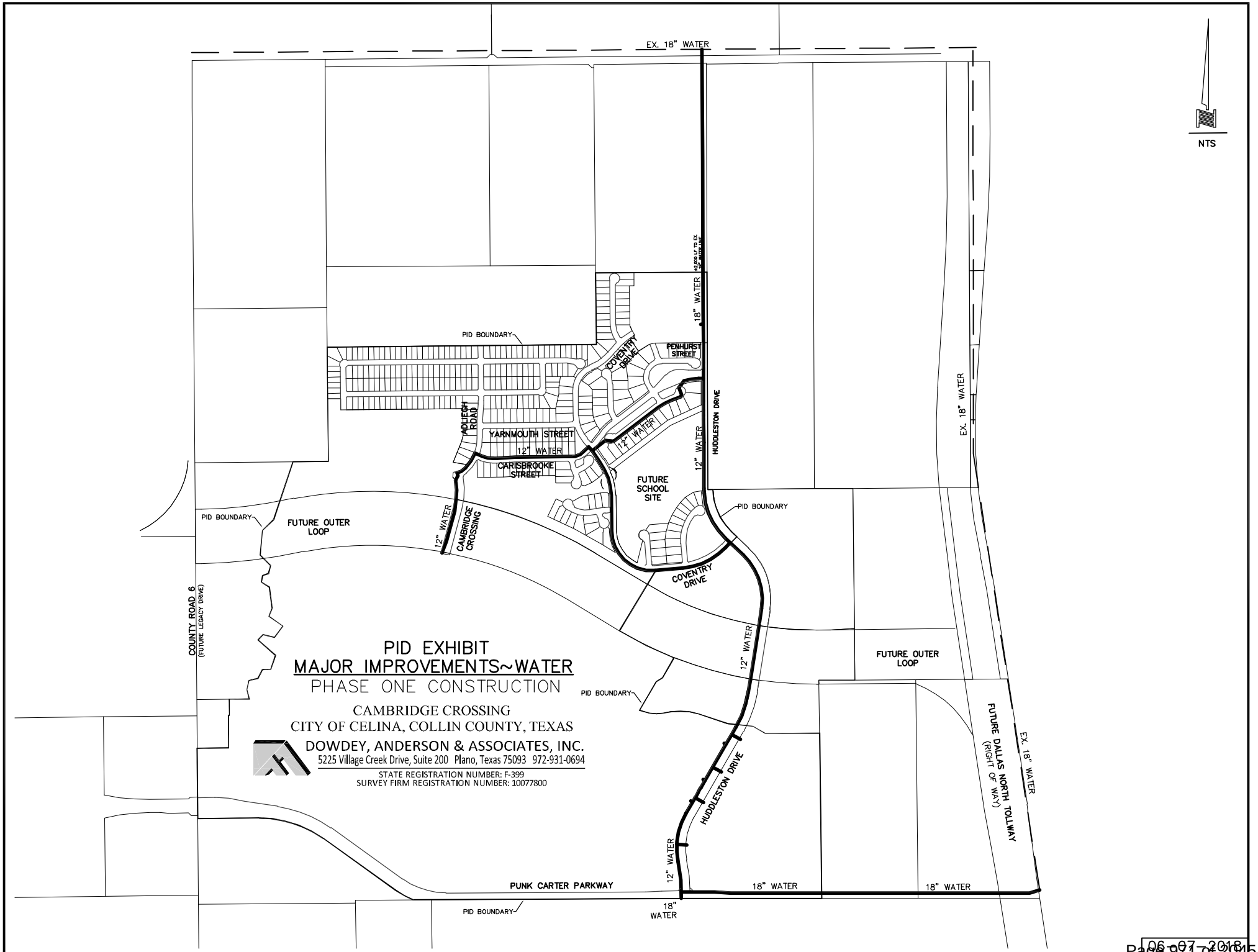


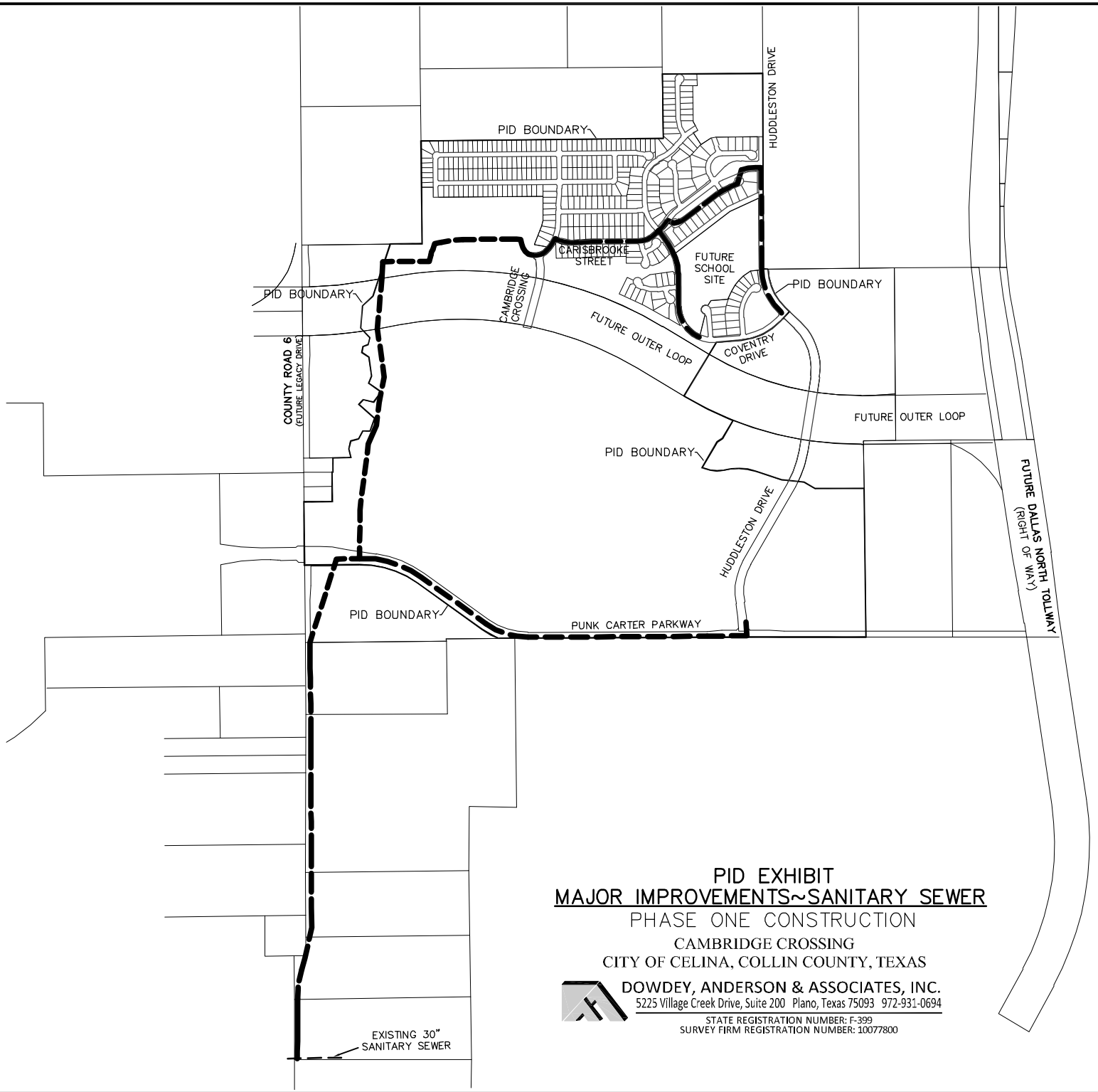

# PID EXHIBIT
## MAJOR IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

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
#2,000 LF TO EX. 24" WATER LINE
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
FUTURE DALLAS NORTH TOLLWAY
(RIGHT OF WAY)
PUNK CARTER PARKWAY
18" WATER

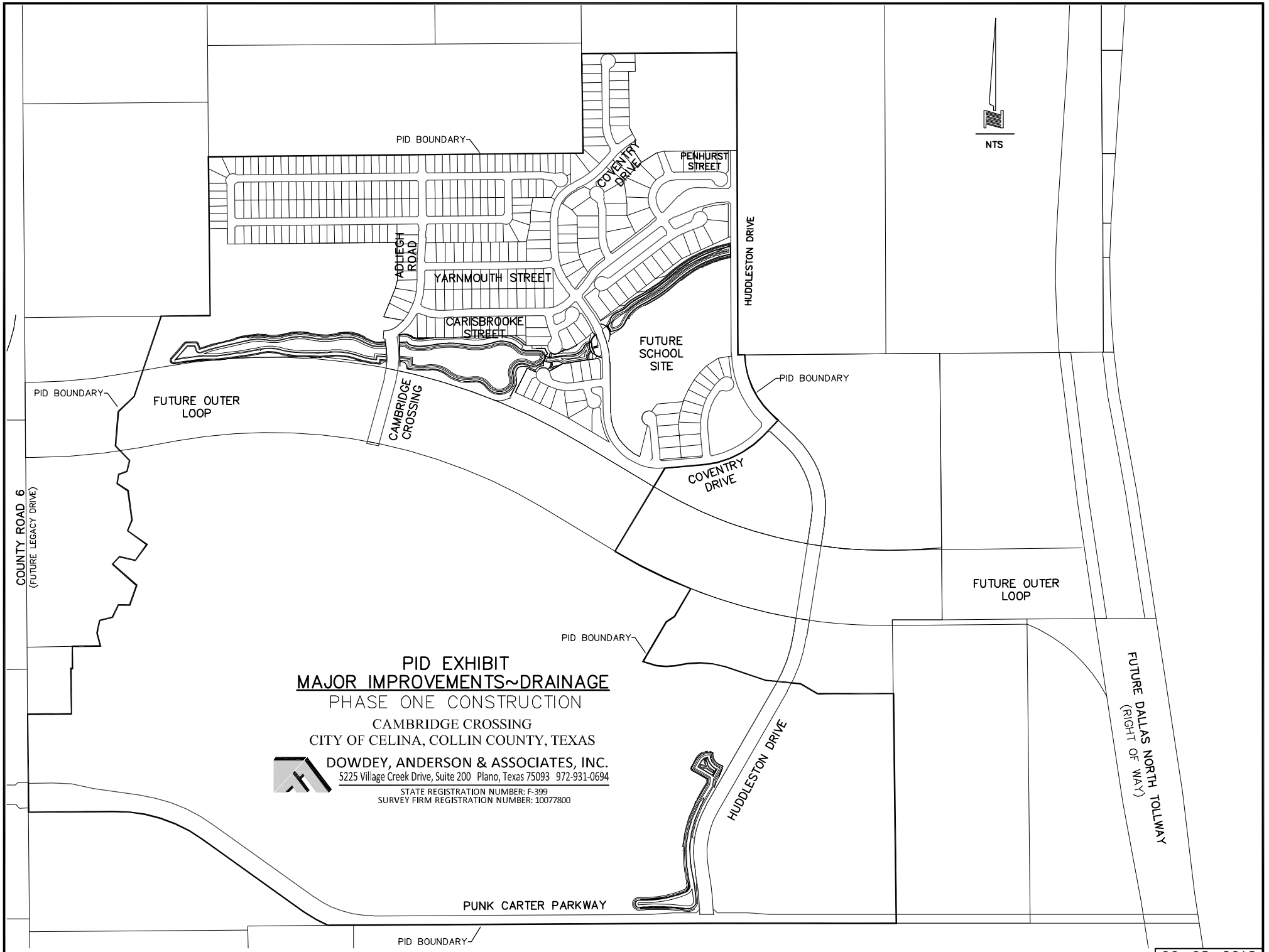


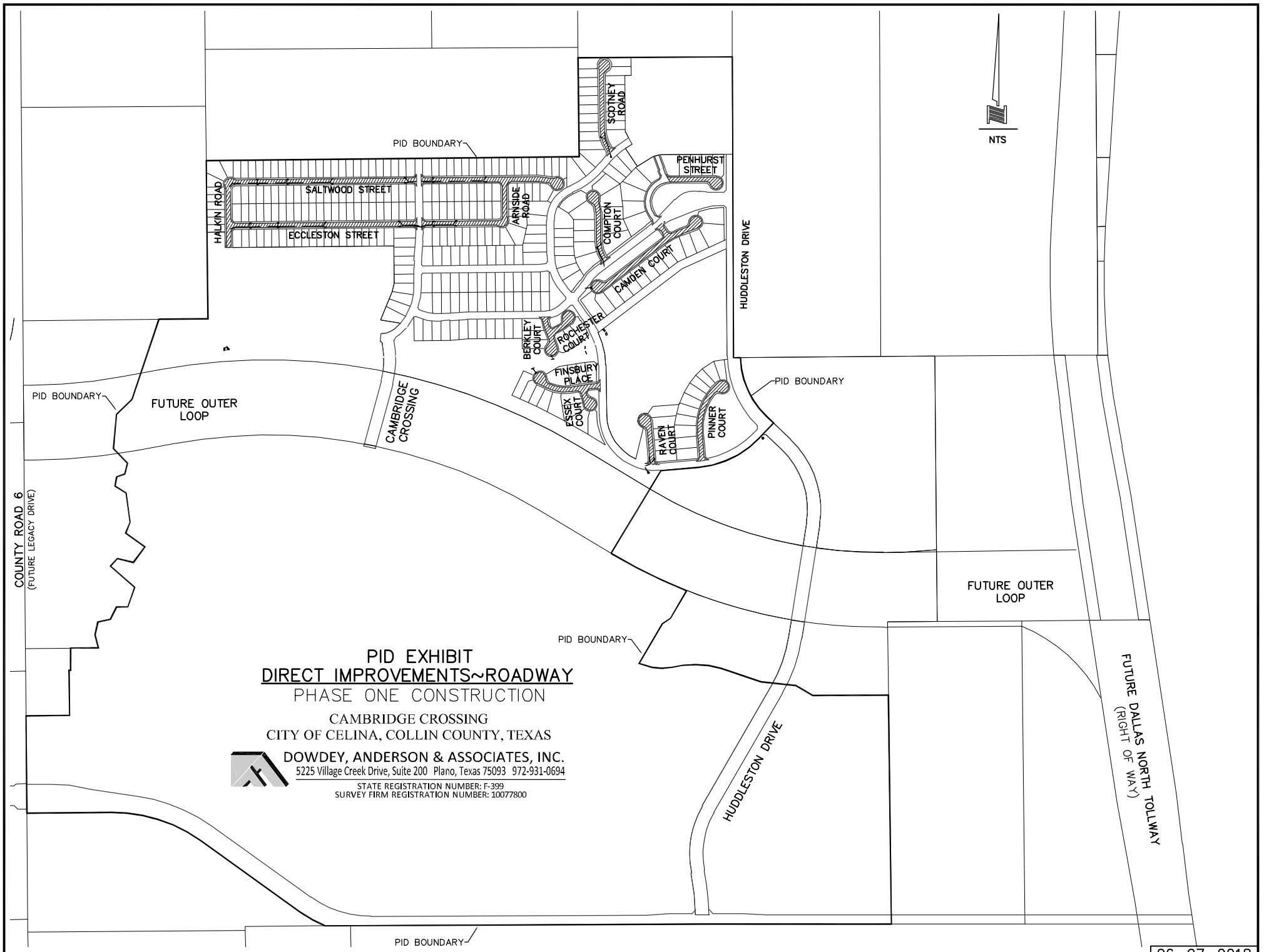

# PID EXHIBIT
## MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE ONE CONSTRUCTION

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
ADLETCH 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

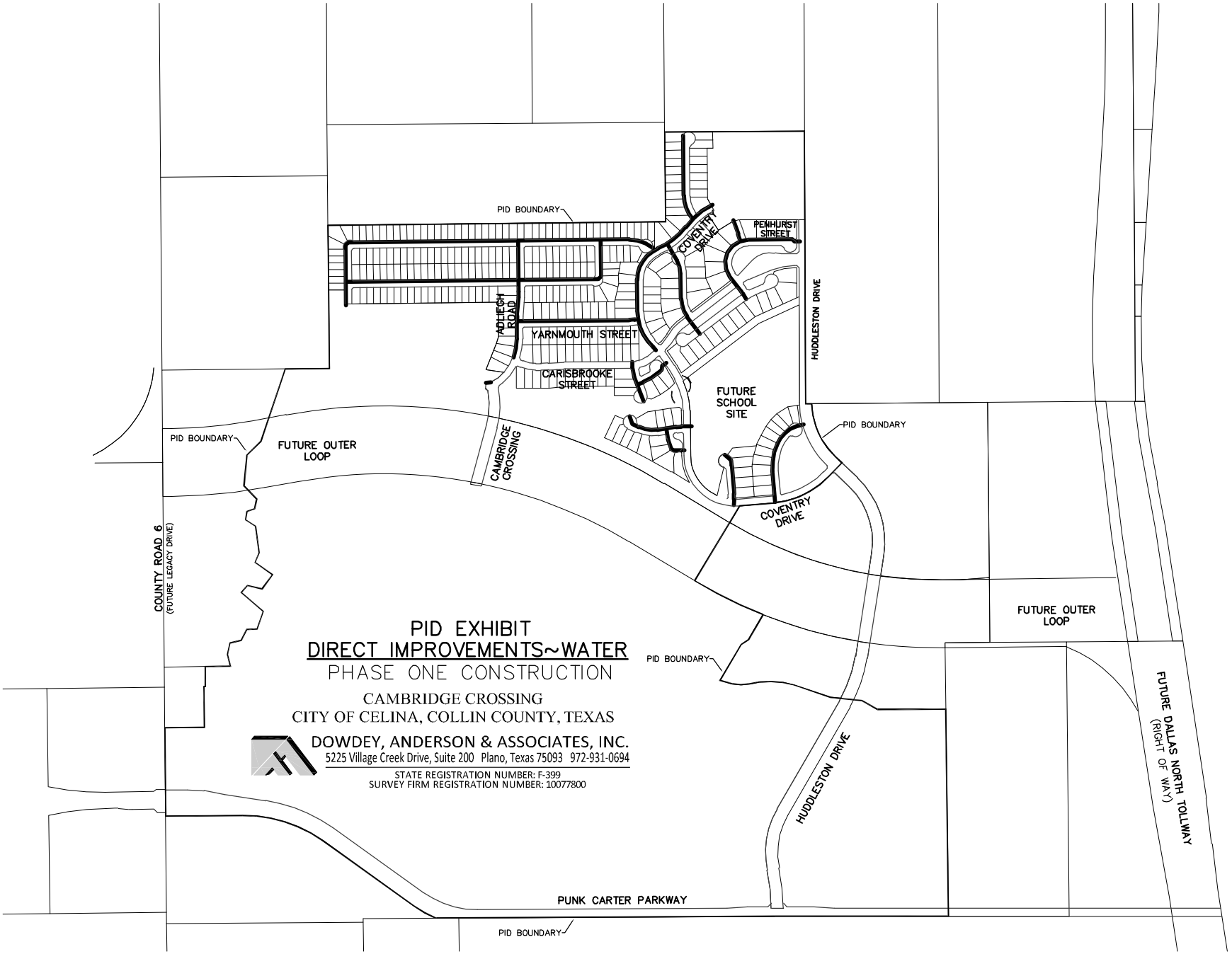



# PID EXHIBIT
## DIRECT IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

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

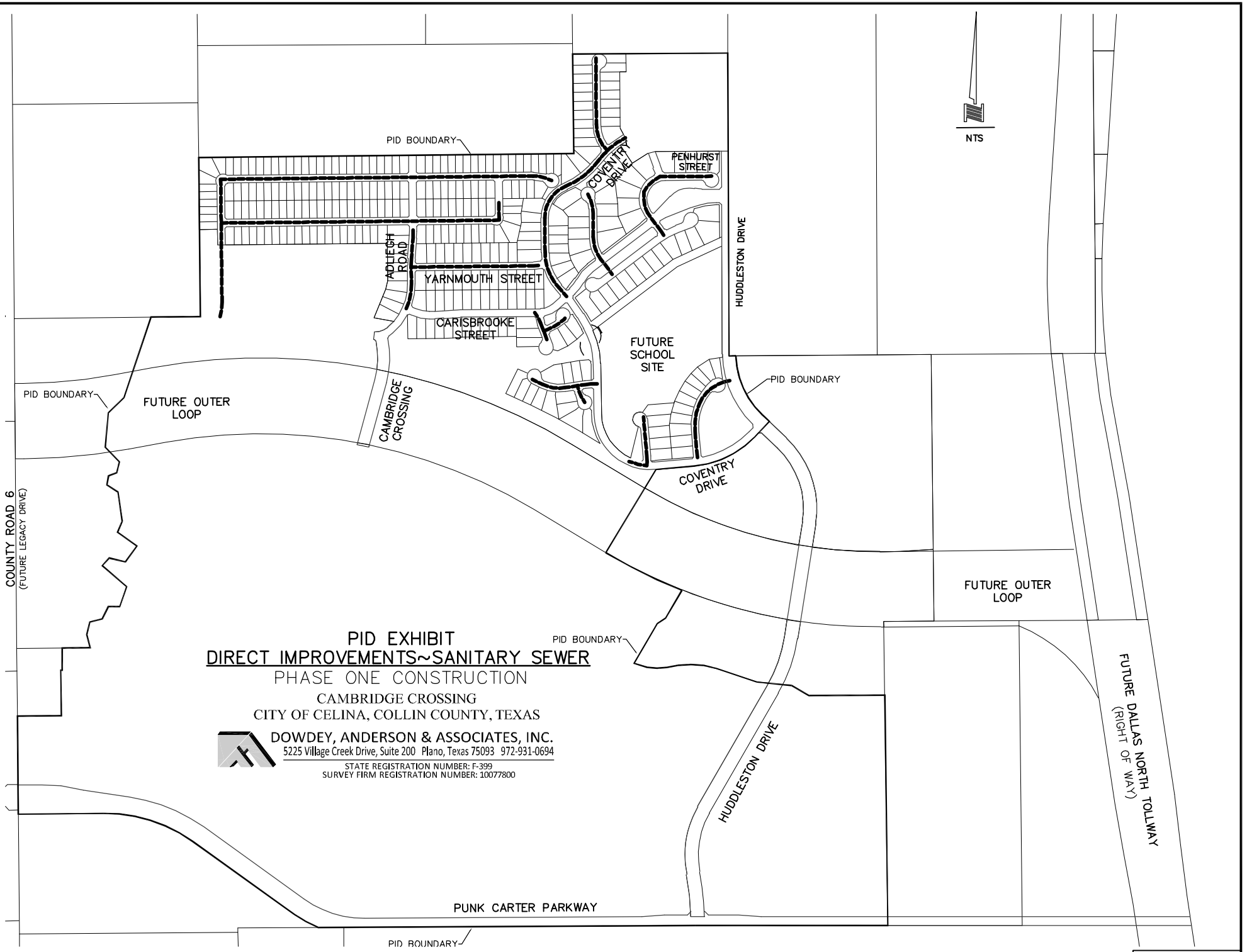
06-07-2018




# PID EXHIBIT
## DIRECT IMPROVEMENTS~WATER
PHASE ONE CONSTRUCTION

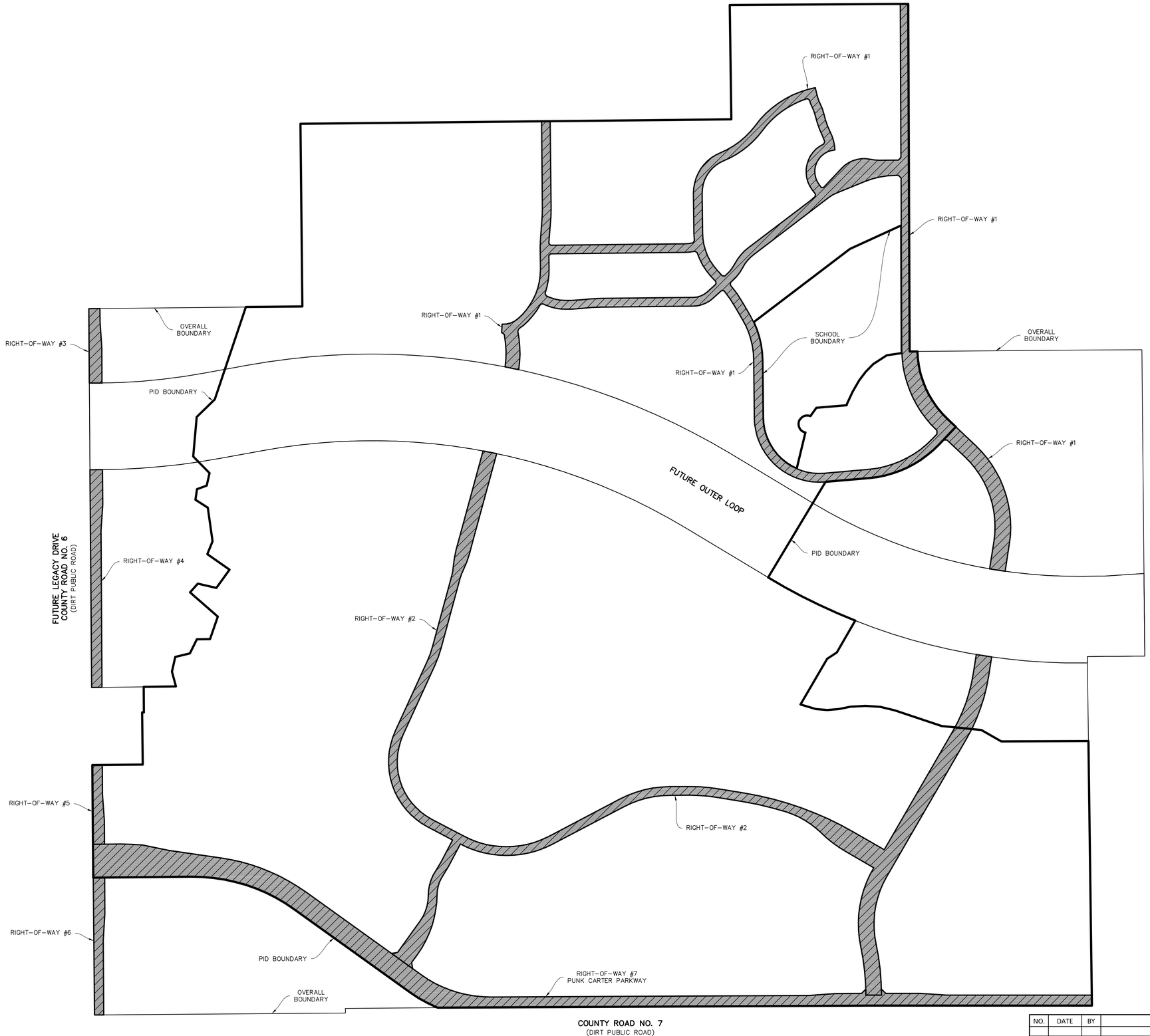
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

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

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

| DESIGN | DRAWN | CHECKED | DATE | SCALE | JOB | SHEET |
|---|---|---|---|---|---|---|
| DAA | DAA | DAA | 2018-06-18 | N.T.S. | 14037 | 1 / 1 |

PLATE NO :

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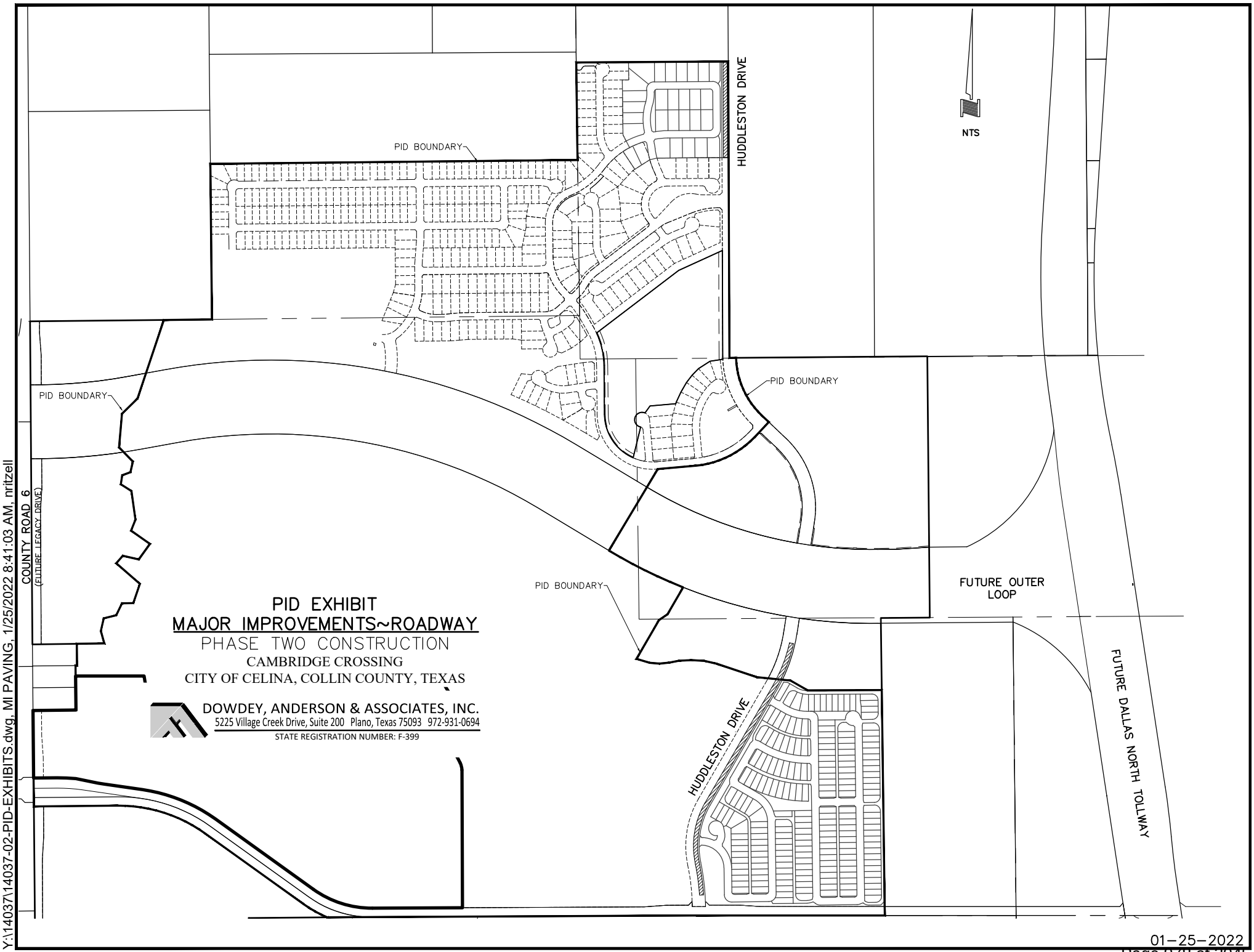


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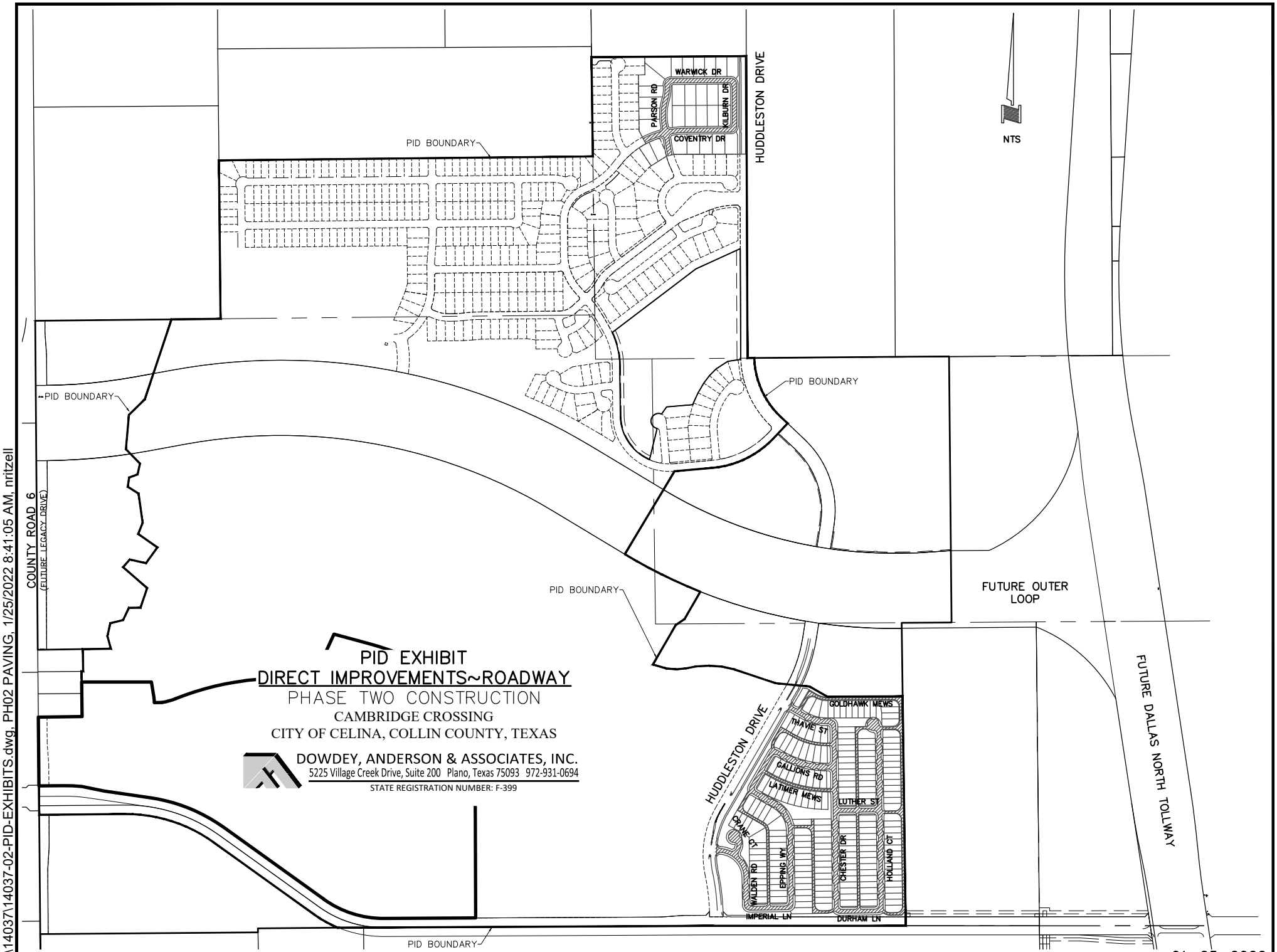


# PID EXHIBIT
## DIRECT IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION

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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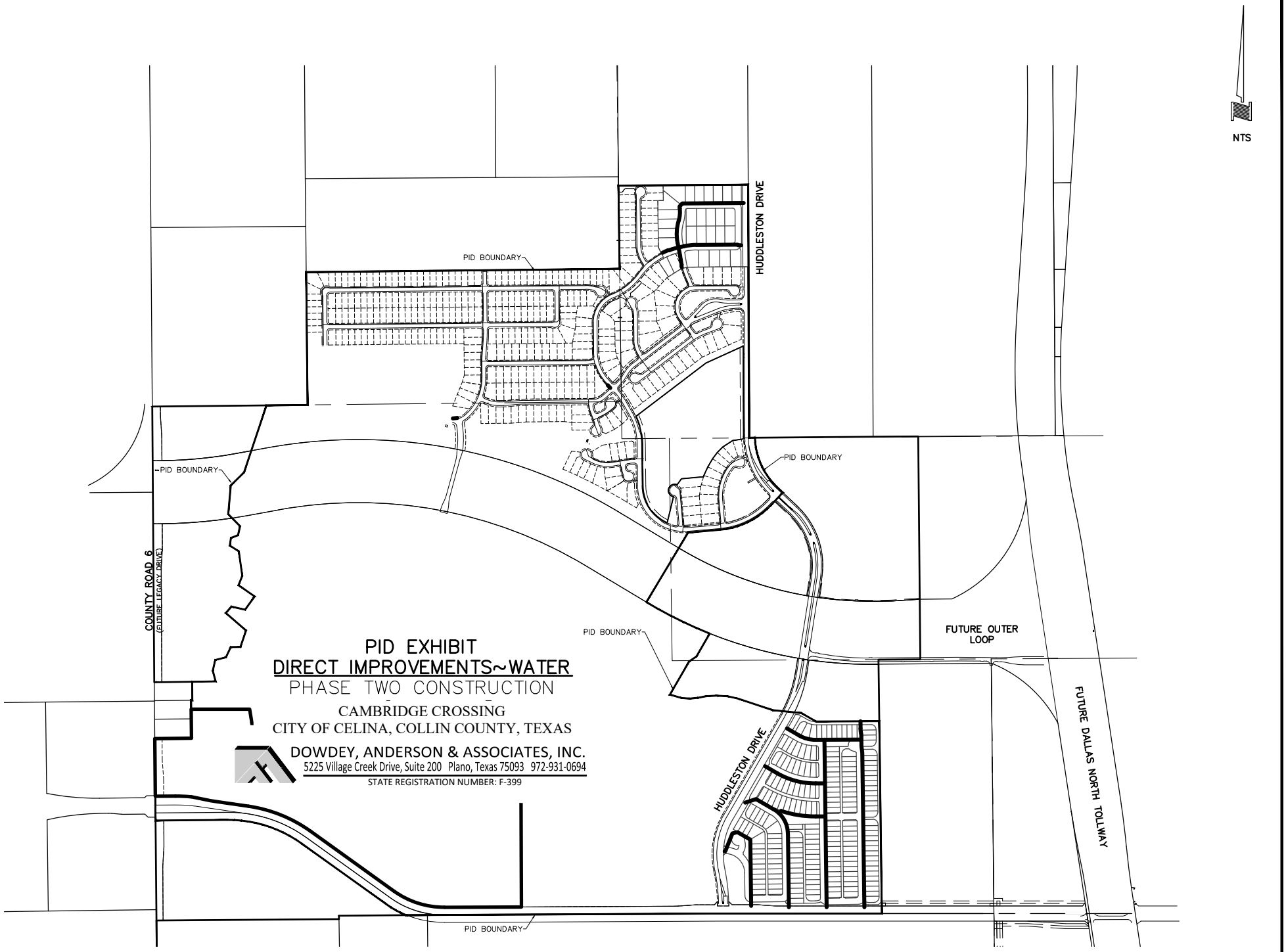


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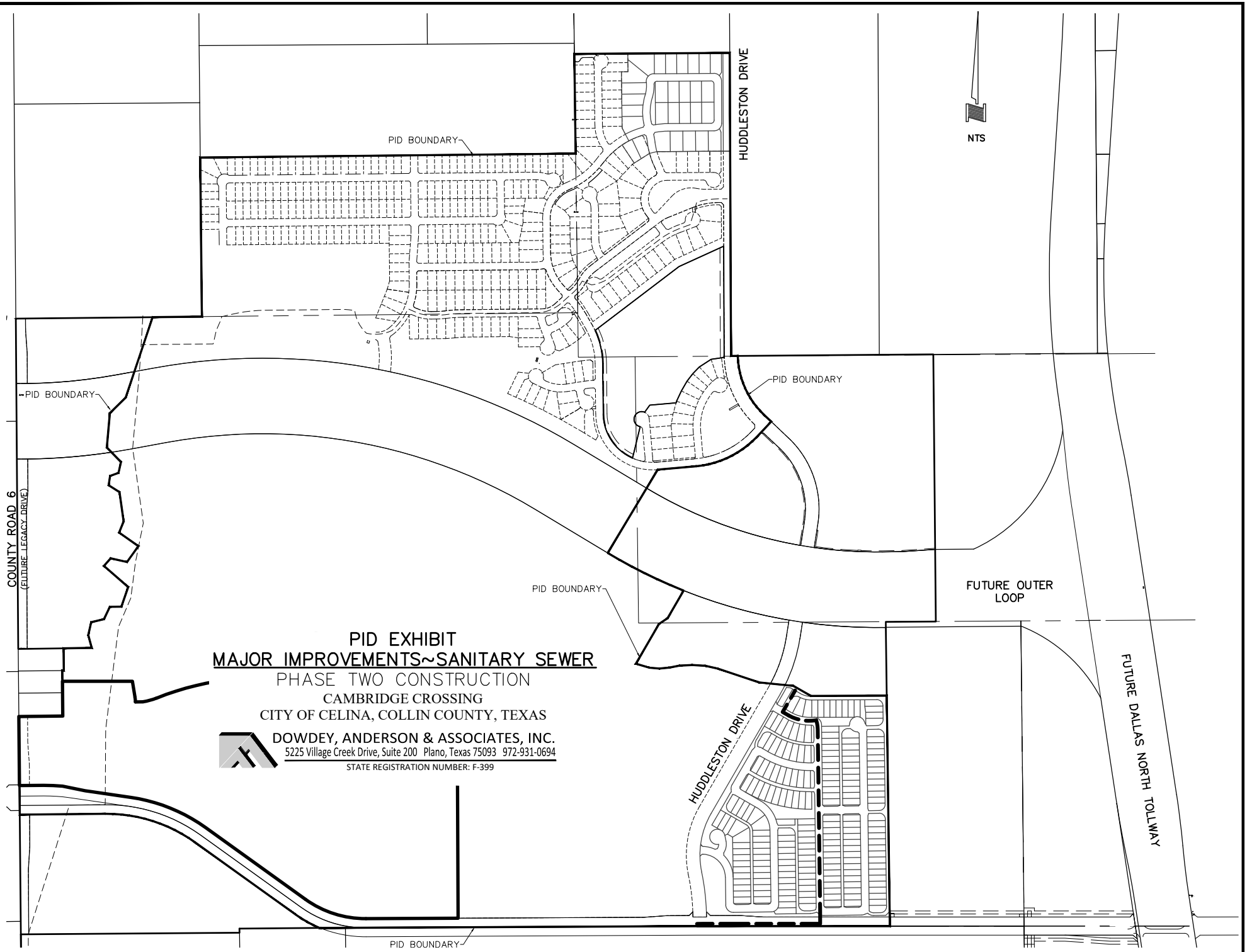


# PID EXHIBIT
## MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

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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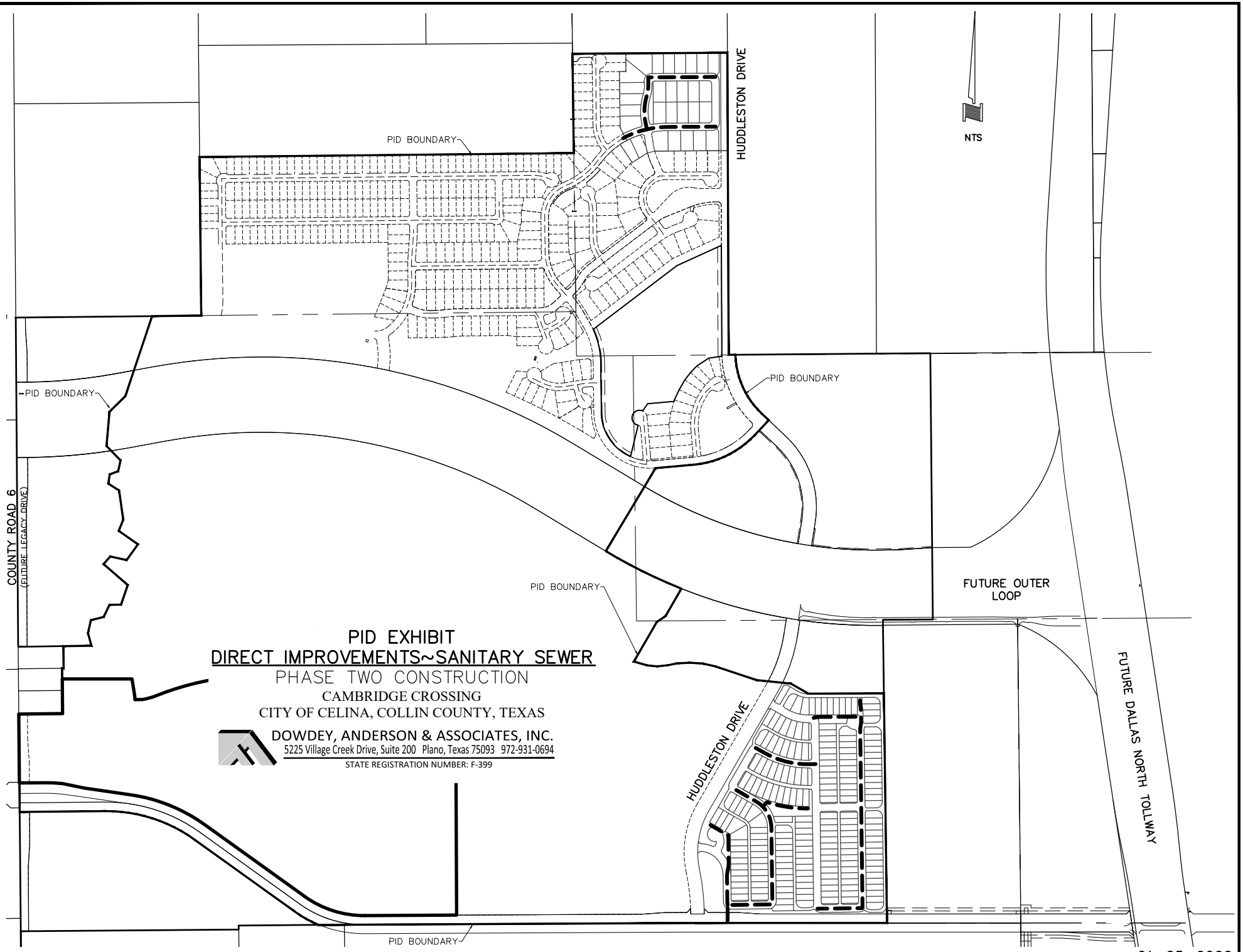


# PID EXHIBIT
## DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

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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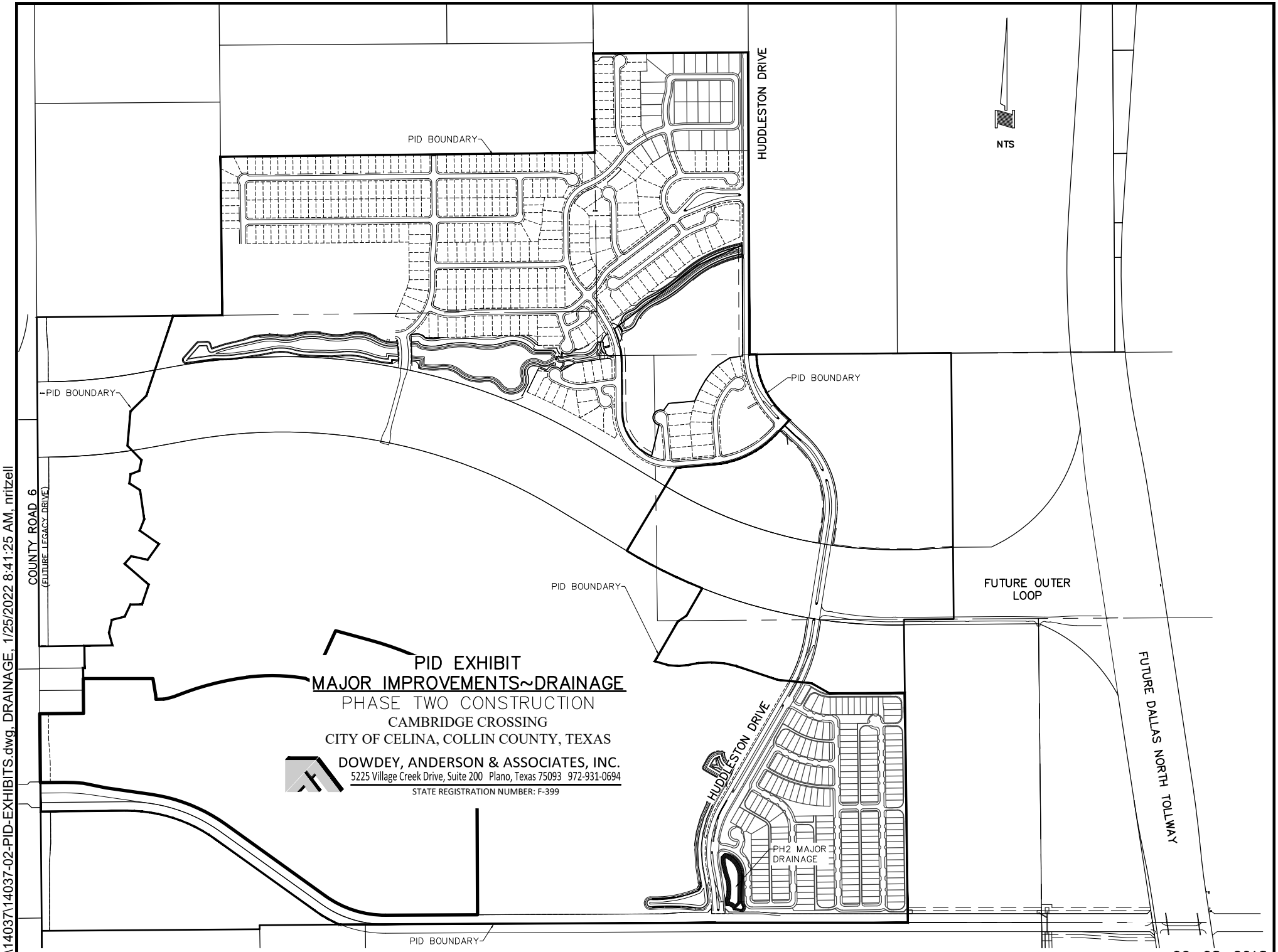


# PID EXHIBIT
## MAJOR IMPROVEMENTS~DRAINAGE
PHASE TWO CONSTRUCTION

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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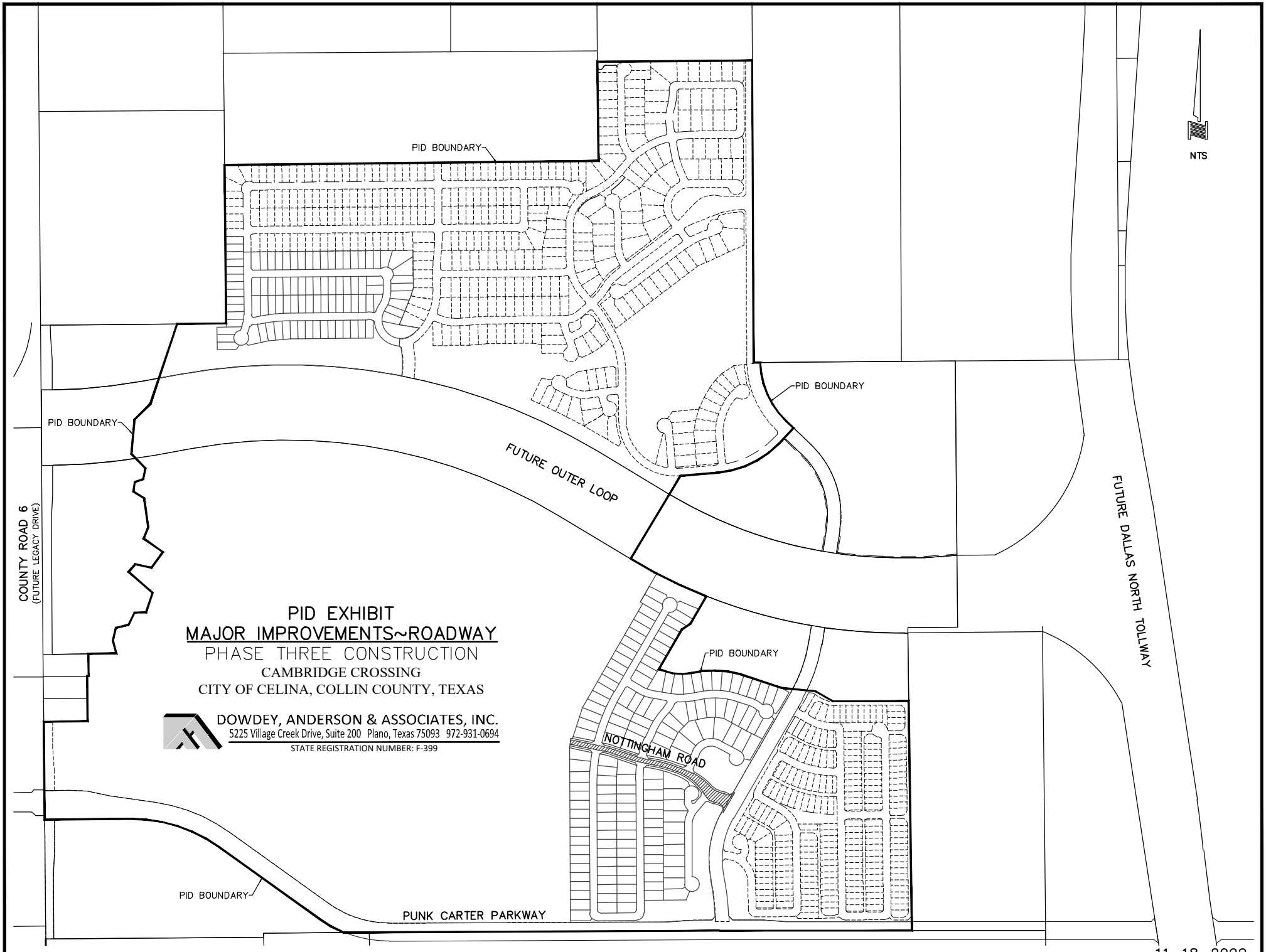
06-08-2018




# 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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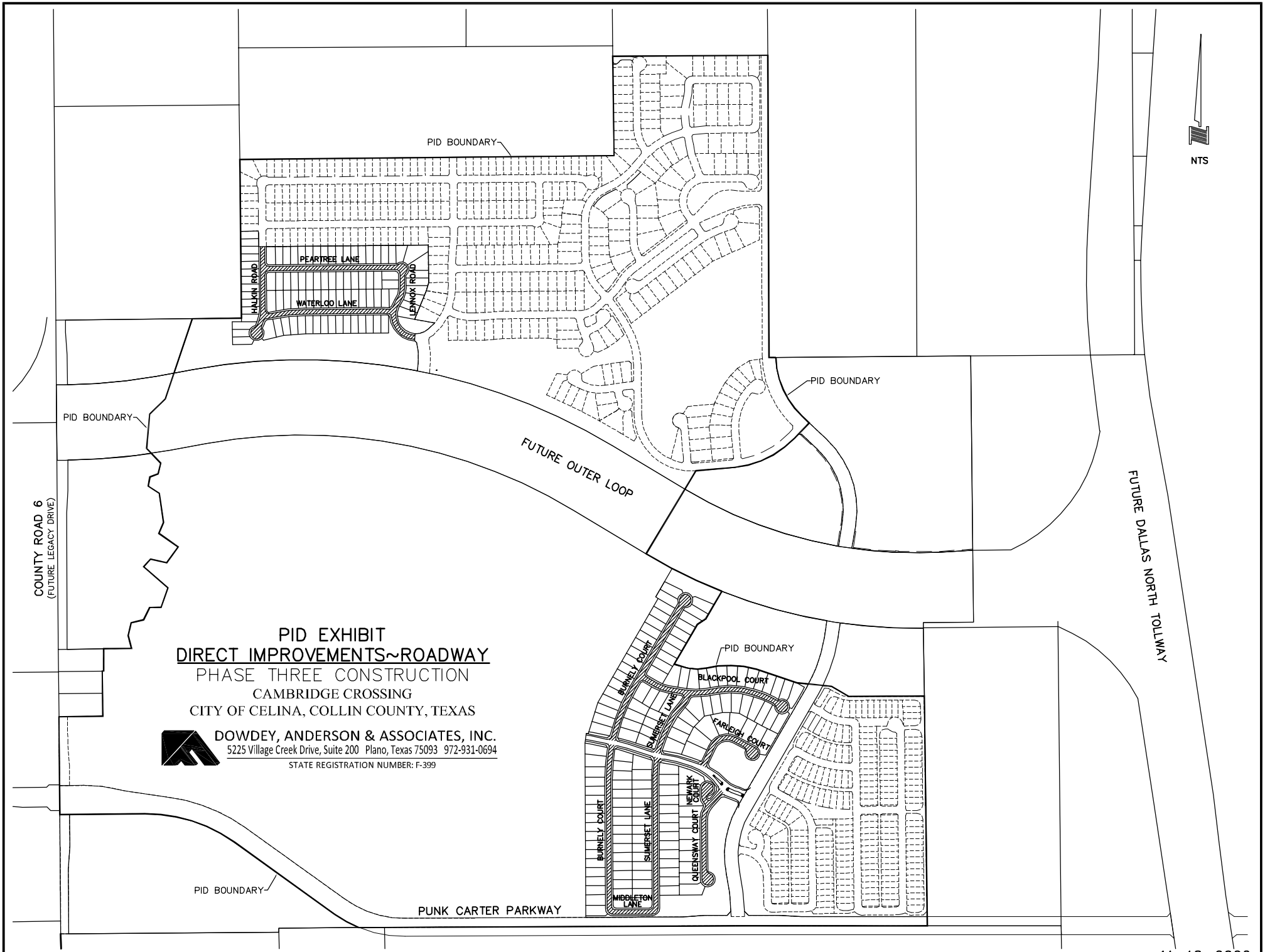


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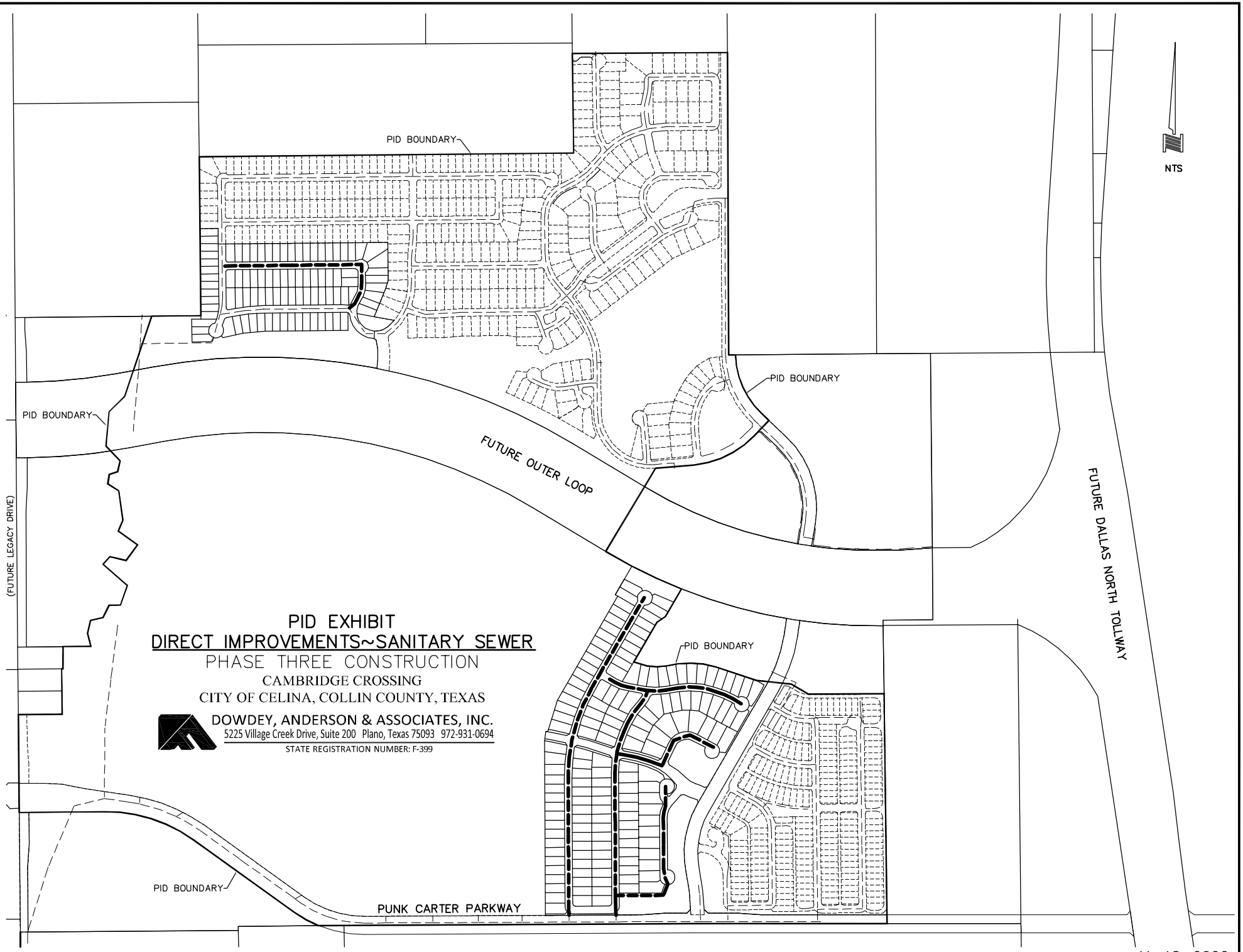


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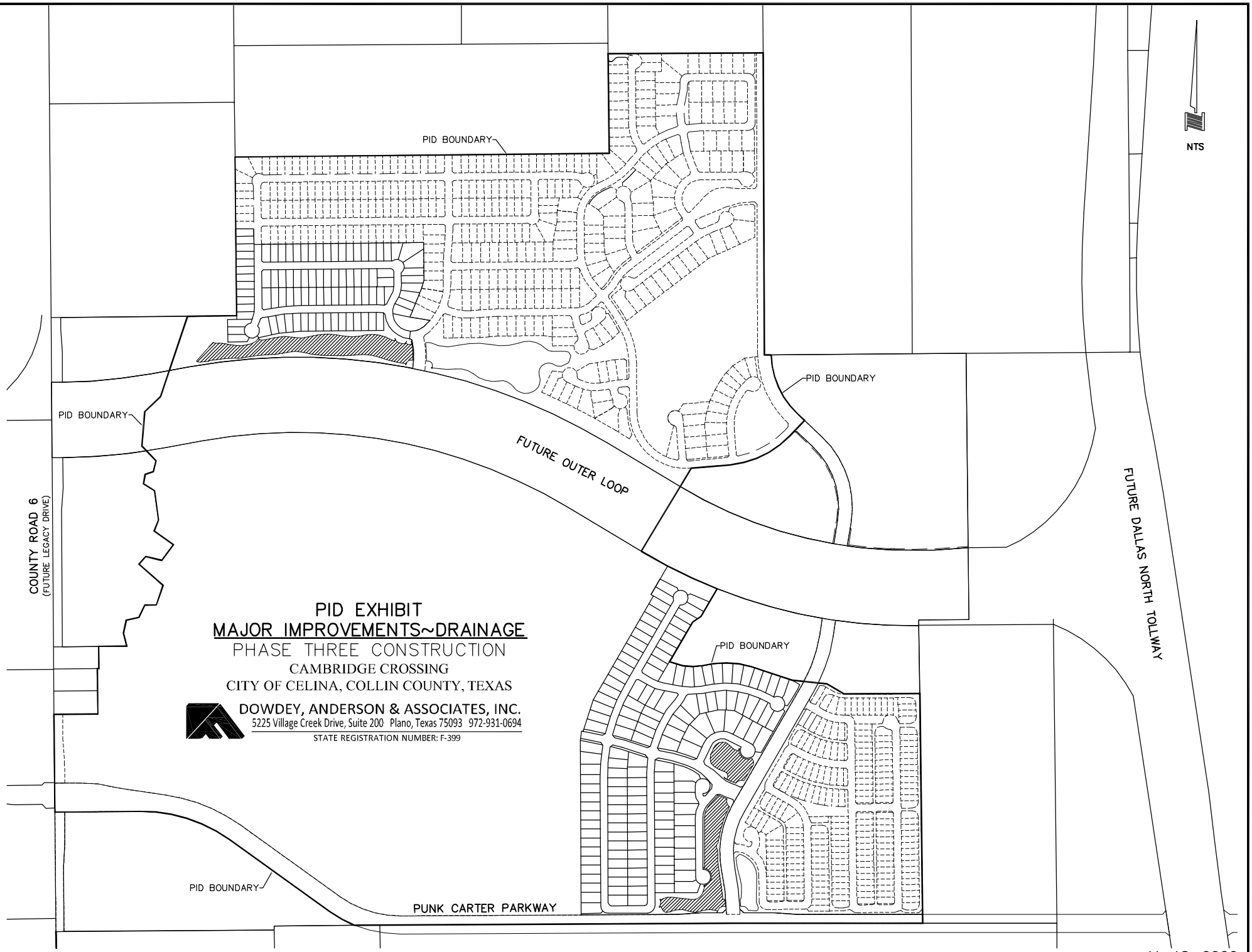


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PHASE 2

PID BOUNDARY

PHASE 1

PHASE 3

PID BOUNDARY

FUTURE OUTER LOOP

PID BOUNDARY

FUTURE PHASE

FUTURE PHASE

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

8" WL

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

## 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

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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

Date: Jan 14, 2025, 10:53am User ID: mmconner
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## 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'

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

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

## LEGEND

STORM SEWER MAJOR IMPROVMENTS

DETENTION MAJOR IMPROVMENTS

# STORM SEWER & DETENTION 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: mmconner
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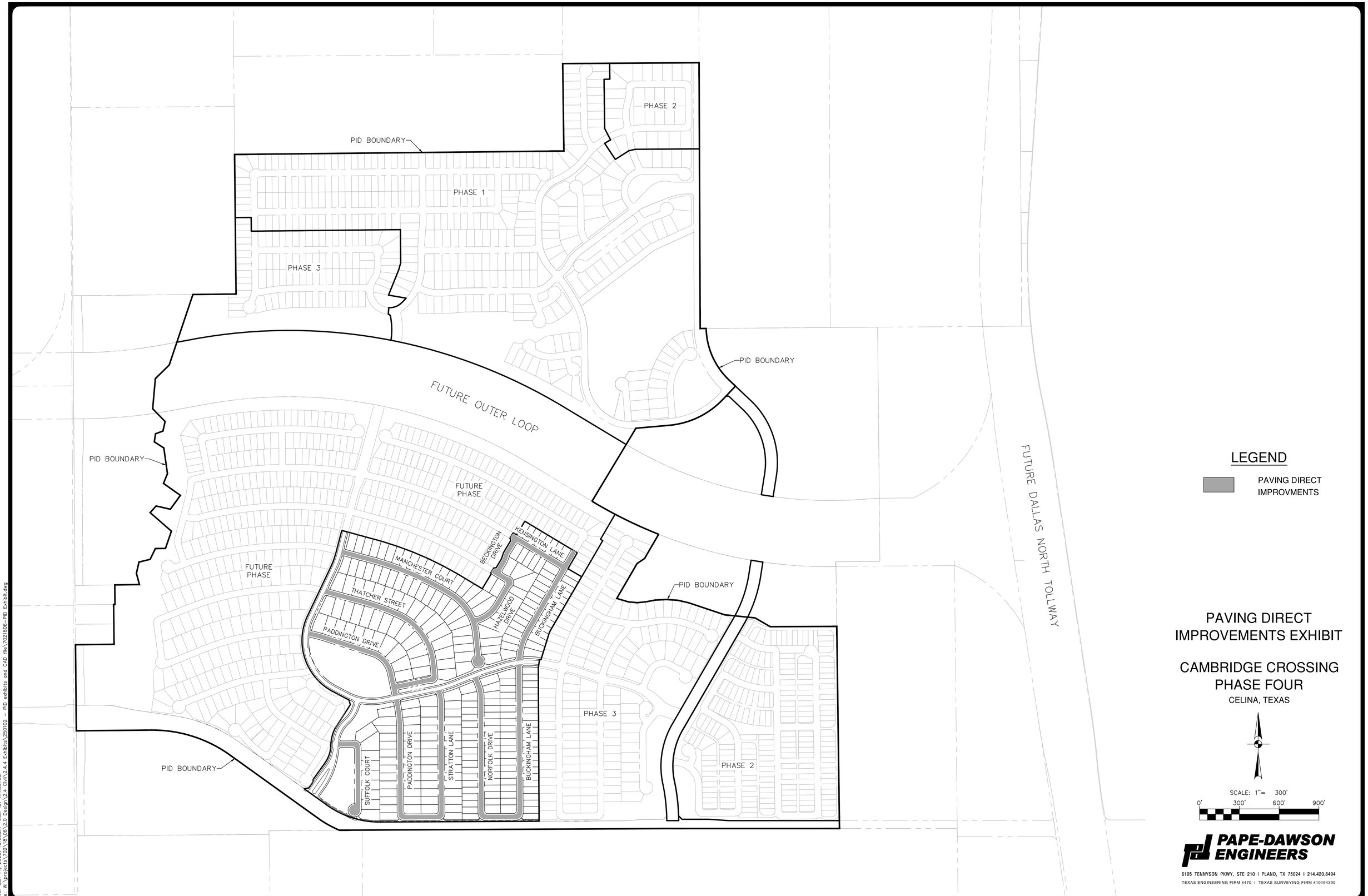


PAPE-DAWSON ENGINEERS
6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jan 14, 2025, 10:53am User ID: mnooner
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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 | 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 residential Lot Types developed within Phase #3.

**Table F-7**
**Development – Phase #3**

| Description | 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 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 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 $13,820,000. 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 $61,666.15.

The Assessment per dwelling unit is calculated as the product of (i) $61,666.15 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 $56,116.19 (i.e. $61,666.15 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $48,716.26 (i.e. $61,666.15 × 0.79). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $43,782.96 (i.e. $61,666.15 × 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 | $4,415.18 | $2.1025 | $0.4643 |
| Lot Type 2 (60 Ft) | 114 | $171,000 | $770,000 | $3,832.95 | $2.2415 | $0.4978 |
| Lot Type 3 (50 Ft) | 126 | $142,500 | $696,000 | $3,444.81 | $2.4174 | $0.4949 |

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 | $5,516.82 | $2.6271 | $0.5801 |
| Lot Type 2 (60 Ft) | 114 | $171,000 | $770,000 | $4,789.32 | $2.8008 | $0.6220 |
| Lot Type 3 (50 Ft) | 126 | $142,500 | $696,000 | $4,304.33 | $3.0206 | $0.6184 |

# 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**
**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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 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
# PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS

**Appendix K-1**
**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 | $765,600 | $35,700 | $933,300 |
| 2 | $139,000 | $757,178 | $36,414 | $932,592 |
| 3 | $146,000 | $748,310 | $37,142 | $931,452 |
| 4 | $155,000 | $738,995 | $37,885 | $931,881 |
| 5 | $163,000 | $729,106 | $38,643 | $930,749 |
| 6 | $172,000 | $718,707 | $39,416 | $930,123 |
| 7 | $182,000 | $707,733 | $40,204 | $929,937 |
| 8 | $193,000 | $696,122 | $41,008 | $930,130 |
| 9 | $204,000 | $683,808 | $41,828 | $929,637 |
| 10 | $215,000 | $670,793 | $42,665 | $928,458 |
| 11 | $228,000 | $657,076 | $43,518 | $928,594 |
| 12 | $241,000 | $642,530 | $44,388 | $927,918 |
| 13 | $256,000 | $627,154 | $45,276 | $928,430 |
| 14 | $271,000 | $610,821 | $46,182 | $928,003 |
| 15 | $287,000 | $593,531 | $47,105 | $927,637 |
| 16 | $304,000 | $575,221 | $48,047 | $927,268 |
| 17 | $322,000 | $555,826 | $49,008 | $926,834 |
| 18 | $342,000 | $535,282 | $49,989 | $927,271 |
| 19 | $363,000 | $513,462 | $50,988 | $927,451 |
| 20 | $385,000 | $490,303 | $52,008 | $927,311 |
| 21 | $408,000 | $465,740 | $53,048 | $926,788 |
| 22 | $433,000 | $439,710 | $54,109 | $926,819 |
| 23 | $459,000 | $412,084 | $55,191 | $926,276 |
| 24 | $712,000 | $382,800 | $56,295 | $1,151,095 |
| 25 | $755,000 | $337,374 | $57,421 | $1,149,796 |
| 26 | $802,000 | $289,205 | $58,570 | $1,149,775 |
| 27 | $851,000 | $238,038 | $59,741 | $1,148,779 |
| 28 | $903,000 | $183,744 | $60,936 | $1,147,680 |
| 29 | $959,000 | $126,133 | $62,155 | $1,147,287 |
| 30 | $1,018,000 | $64,948 | $63,398 | $1,146,346 |
| **Total** | **$12,000,000** | **$15,957,337** | **$1,448,280** | **$29,405,617** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**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 | $3,109 | $145 | $3,790 |
| 2 | $564 | $3,075 | $148 | $3,787 |
| 3 | $593 | $3,039 | $151 | $3,782 |
| 4 | $629 | $3,001 | $154 | $3,784 |
| 5 | $662 | $2,961 | $157 | $3,779 |
| 6 | $698 | $2,918 | $160 | $3,777 |
| 7 | $739 | $2,874 | $163 | $3,776 |
| 8 | $784 | $2,827 | $167 | $3,777 |
| 9 | $828 | $2,777 | $170 | $3,775 |
| 10 | $873 | $2,724 | $173 | $3,770 |
| 11 | $926 | $2,668 | $177 | $3,771 |
| 12 | $979 | $2,609 | $180 | $3,768 |
| 13 | $1,039 | $2,547 | $184 | $3,770 |
| 14 | $1,100 | $2,480 | $188 | $3,768 |
| 15 | $1,165 | $2,410 | $191 | $3,767 |
| 16 | $1,234 | $2,336 | $195 | $3,765 |
| 17 | $1,307 | $2,257 | $199 | $3,763 |
| 18 | $1,389 | $2,174 | $203 | $3,765 |
| 19 | $1,474 | $2,085 | $207 | $3,766 |
| 20 | $1,563 | $1,991 | $211 | $3,765 |
| 21 | $1,657 | $1,891 | $215 | $3,763 |
| 22 | $1,758 | $1,785 | $220 | $3,763 |
| 23 | $1,864 | $1,673 | $224 | $3,761 |
| 24 | $2,891 | $1,554 | $229 | $4,674 |
| 25 | $3,066 | $1,370 | $233 | $4,669 |
| 26 | $3,257 | $1,174 | $238 | $4,669 |
| 27 | $3,455 | $967 | $243 | $4,665 |
| 28 | $3,667 | $746 | $247 | $4,660 |
| 29 | $3,894 | $512 | $252 | $4,659 |
| 30 | $4,134 | $264 | $257 | $4,655 |
| **Total** | **$48,726** | **$64,795** | **$5,881** | **$119,402** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**Phase #4 Assessment Roll – Phase #4 Improvements By Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 2 (60 Ft)** |
| **Assessment** | **$42,300.66** |
| **Equivalent Unit (2022 Revised)** | **0.79** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $465 | $2,699 | $126 | $3,290 |
| 2 | $490 | $2,669 | $128 | $3,287 |
| 3 | $515 | $2,638 | $131 | $3,283 |
| 4 | $546 | $2,605 | $134 | $3,285 |
| 5 | $575 | $2,570 | $136 | $3,281 |
| 6 | $606 | $2,533 | $139 | $3,279 |
| 7 | $642 | $2,495 | $142 | $3,278 |
| 8 | $680 | $2,454 | $145 | $3,279 |
| 9 | $719 | $2,410 | $147 | $3,277 |
| 10 | $758 | $2,365 | $150 | $3,273 |
| 11 | $804 | $2,316 | $153 | $3,273 |
| 12 | $850 | $2,265 | $156 | $3,271 |
| 13 | $902 | $2,211 | $160 | $3,273 |
| 14 | $955 | $2,153 | $163 | $3,271 |
| 15 | $1,012 | $2,092 | $166 | $3,270 |
| 16 | $1,072 | $2,028 | $169 | $3,269 |
| 17 | $1,135 | $1,959 | $173 | $3,267 |
| 18 | $1,206 | $1,887 | $176 | $3,269 |
| 19 | $1,280 | $1,810 | $180 | $3,269 |
| 20 | $1,357 | $1,728 | $183 | $3,269 |
| 21 | $1,438 | $1,642 | $187 | $3,267 |
| 22 | $1,526 | $1,550 | $191 | $3,267 |
| 23 | $1,618 | $1,453 | $195 | $3,265 |
| 24 | $2,510 | $1,349 | $198 | $4,058 |
| 25 | $2,661 | $1,189 | $202 | $4,053 |
| 26 | $2,827 | $1,019 | $206 | $4,053 |
| 27 | $3,000 | $839 | $211 | $4,050 |
| 28 | $3,183 | $648 | $215 | $4,046 |
| 29 | $3,381 | $445 | $219 | $4,044 |
| 30 | $3,589 | $229 | $223 | $4,041 |
| **Total** | **$42,301** | **$56,022** | **$4,882** | **$99,615** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**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 | $2,425 | $113 | $2,957 |
| 2 | $440 | $2,399 | $115 | $2,955 |
| 3 | $463 | $2,371 | $118 | $2,951 |
| 4 | $491 | $2,341 | $120 | $2,952 |
| 5 | $516 | $2,310 | $122 | $2,949 |
| 6 | $545 | $2,277 | $125 | $2,947 |
| 7 | $577 | $2,242 | $127 | $2,946 |
| 8 | $611 | $2,205 | $130 | $2,947 |
| 9 | $646 | $2,166 | $133 | $2,945 |
| 10 | $681 | $2,125 | $135 | $2,941 |
| 11 | $722 | $2,082 | $138 | $2,942 |
| 12 | $764 | $2,036 | $141 | $2,940 |
| 13 | $811 | $1,987 | $143 | $2,941 |
| 14 | $859 | $1,935 | $146 | $2,940 |
| 15 | $909 | $1,880 | $149 | $2,939 |
| 16 | $963 | $1,822 | $152 | $2,938 |
| 17 | $1,020 | $1,761 | $155 | $2,936 |
| 18 | $1,083 | $1,696 | $158 | $2,938 |
| 19 | $1,150 | $1,627 | $162 | $2,938 |
| 20 | $1,220 | $1,553 | $165 | $2,938 |
| 21 | $1,293 | $1,476 | $168 | $2,936 |
| 22 | $1,372 | $1,393 | $171 | $2,936 |
| 23 | $1,454 | $1,306 | $175 | $2,935 |
| 24 | $2,256 | $1,213 | $178 | $3,647 |
| 25 | $2,392 | $1,069 | $182 | $3,643 |
| 26 | $2,541 | $916 | $186 | $3,643 |
| 27 | $2,696 | $754 | $189 | $3,639 |
| 28 | $2,861 | $582 | $193 | $3,636 |
| 29 | $3,038 | $400 | $197 | $3,635 |
| 30 | $3,225 | $206 | $201 | $3,632 |
| **Total** | **$38,017** | **$50,554** | **$4,588** | **$93,160** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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
# PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITONAL PROJECTS

**Appendix K-2**
**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 | $20,000 | $125,903 | $10,200 | $156,103 |
| 2 | $21,000 | $124,627 | $10,404 | $156,031 |
| 3 | $22,000 | $123,287 | $10,612 | $155,899 |
| 4 | $24,000 | $121,883 | $10,824 | $156,707 |
| 5 | $25,000 | $120,352 | $11,041 | $156,393 |
| 6 | $27,000 | $118,757 | $11,262 | $157,019 |
| 7 | $29,000 | $117,034 | $11,487 | $157,521 |
| 8 | $30,000 | $115,184 | $11,717 | $156,901 |
| 9 | $32,000 | $113,270 | $11,951 | $157,221 |
| 10 | $34,000 | $111,229 | $12,190 | $157,418 |
| 11 | $37,000 | $109,059 | $12,434 | $158,493 |
| 12 | $39,000 | $106,699 | $12,682 | $158,381 |
| 13 | $41,000 | $104,211 | $12,936 | $158,147 |
| 14 | $44,000 | $101,595 | $13,195 | $158,790 |
| 15 | $47,000 | $98,788 | $13,459 | $159,246 |
| 16 | $50,000 | $95,789 | $13,728 | $159,517 |
| 17 | $53,000 | $92,599 | $14,002 | $159,601 |
| 18 | $57,000 | $89,218 | $14,282 | $160,500 |
| 19 | $60,000 | $85,581 | $14,568 | $160,149 |
| 20 | $64,000 | $81,753 | $14,859 | $160,612 |
| 21 | $68,000 | $77,670 | $15,157 | $160,826 |
| 22 | $73,000 | $73,331 | $15,460 | $161,791 |
| 23 | $76,394 | $68,674 | $15,769 | $160,837 |
| 24 | $118,000 | $63,800 | $16,084 | $197,884 |
| 25 | $125,000 | $56,272 | $16,406 | $197,678 |
| 26 | $133,000 | $48,297 | $16,734 | $198,031 |
| 27 | $142,000 | $39,811 | $17,069 | $198,880 |
| 28 | $151,000 | $30,752 | $17,410 | $199,162 |
| 29 | $161,000 | $21,118 | $17,758 | $199,876 |
| 30 | $170,000 | $10,846 | $18,114 | $198,960 |
| **Total** | **$1,973,394** | **$2,647,385** | **$413,794** | **$5,034,573** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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**
**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 | $81 | $511 | $41 | $634 |
| 2 | $85 | $506 | $42 | $634 |
| 3 | $89 | $501 | $43 | $633 |
| 4 | $97 | $495 | $44 | $636 |
| 5 | $102 | $489 | $45 | $635 |
| 6 | $110 | $482 | $46 | $638 |
| 7 | $118 | $475 | $47 | $640 |
| 8 | $122 | $468 | $48 | $637 |
| 9 | $130 | $460 | $49 | $638 |
| 10 | $138 | $452 | $49 | $639 |
| 11 | $150 | $443 | $50 | $644 |
| 12 | $158 | $433 | $51 | $643 |
| 13 | $166 | $423 | $53 | $642 |
| 14 | $179 | $413 | $54 | $645 |
| 15 | $191 | $401 | $55 | $647 |
| 16 | $203 | $389 | $56 | $648 |
| 17 | $215 | $376 | $57 | $648 |
| 18 | $231 | $362 | $58 | $652 |
| 19 | $244 | $348 | $59 | $650 |
| 20 | $260 | $332 | $60 | $652 |
| 21 | $276 | $315 | $62 | $653 |
| 22 | $296 | $298 | $63 | $657 |
| 23 | $310 | $279 | $64 | $653 |
| 24 | $479 | $259 | $65 | $804 |
| 25 | $508 | $228 | $67 | $803 |
| 26 | $540 | $196 | $68 | $804 |
| 27 | $577 | $162 | $69 | $808 |
| 28 | $613 | $125 | $71 | $809 |
| 29 | $654 | $86 | $72 | $812 |
| 30 | $690 | $44 | $74 | $808 |
| **Total** | **$8,013** | **$10,750** | **$1,680** | **$20,443** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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 J-2**
**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 | $71 | $444 | $36 | $550 |
| 2 | $74 | $439 | $37 | $550 |
| 3 | $78 | $435 | $37 | $550 |
| 4 | $85 | $430 | $38 | $552 |
| 5 | $88 | $424 | $39 | $551 |
| 6 | $95 | $419 | $40 | $553 |
| 7 | $102 | $413 | $40 | $555 |
| 8 | $106 | $406 | $41 | $553 |
| 9 | $113 | $399 | $42 | $554 |
| 10 | $120 | $392 | $43 | $555 |
| 11 | $130 | $384 | $44 | $559 |
| 12 | $137 | $376 | $45 | $558 |
| 13 | $145 | $367 | $46 | $557 |
| 14 | $155 | $358 | $47 | $560 |
| 15 | $166 | $348 | $47 | $561 |
| 16 | $176 | $338 | $48 | $562 |
| 17 | $187 | $326 | $49 | $563 |
| 18 | $201 | $314 | $50 | $566 |
| 19 | $212 | $302 | $51 | $565 |
| 20 | $226 | $288 | $52 | $566 |
| 21 | $240 | $274 | $53 | $567 |
| 22 | $257 | $258 | $54 | $570 |
| 23 | $269 | $242 | $56 | $567 |
| 24 | $416 | $225 | $57 | $698 |
| 25 | $441 | $198 | $58 | $697 |
| 26 | $469 | $170 | $59 | $698 |
| 27 | $501 | $140 | $60 | $701 |
| 28 | $532 | $108 | $61 | $702 |
| 29 | $568 | $74 | $63 | $705 |
| 30 | $599 | $38 | $64 | $701 |
| **Total** | **$6,956** | **$9,332** | **$1,459** | **$17,747** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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**
**Phase #4 Assessment Roll – Phase #4 Additional Projects By Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 3 (50 Ft)** |
| **Assessment** | **$6,251.88** |
| **Equivalent Unit (2025 Revised)** | **0.71** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $63 | $399 | $32 | $495 |
| 2 | $67 | $395 | $33 | $494 |
| 3 | $70 | $391 | $34 | $494 |
| 4 | $76 | $386 | $34 | $496 |
| 5 | $79 | $381 | $35 | $495 |
| 6 | $86 | $376 | $36 | $497 |
| 7 | $92 | $371 | $36 | $499 |
| 8 | $95 | $365 | $37 | $497 |
| 9 | $101 | $359 | $38 | $498 |
| 10 | $108 | $352 | $39 | $499 |
| 11 | $117 | $346 | $39 | $502 |
| 12 | $124 | $338 | $40 | $502 |
| 13 | $130 | $330 | $41 | $501 |
| 14 | $139 | $322 | $42 | $503 |
| 15 | $149 | $313 | $43 | $505 |
| 16 | $158 | $303 | $43 | $505 |
| 17 | $168 | $293 | $44 | $506 |
| 18 | $181 | $283 | $45 | $508 |
| 19 | $190 | $271 | $46 | $507 |
| 20 | $203 | $259 | $47 | $509 |
| 21 | $215 | $246 | $48 | $510 |
| 22 | $231 | $232 | $49 | $513 |
| 23 | $242 | $218 | $50 | $510 |
| 24 | $374 | $202 | $51 | $627 |
| 25 | $396 | $178 | $52 | $626 |
| 26 | $421 | $153 | $53 | $627 |
| 27 | $450 | $126 | $54 | $630 |
| 28 | $478 | $97 | $55 | $631 |
| 29 | $510 | $67 | $56 | $633 |
| 30 | $539 | $34 | $57 | $630 |
| **Total** | **$6,252** | **$8,387** | **$1,311** | **$15,950** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Project Interest is calculated using an interest rate of 6.38% 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.

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: | Karla Stovall |
| Date: | May 13, 2025 |
| Re: | Cambridge Crossing Phase 4 Additional Major Improvements SAP and Levy |

**Action Requested:**
Conduct a public hearing to consider testimony and act upon an Ordinance accepting and approving a final Cambridge Crossing Public Improvement District Service and Assessment Plan, including the Phase #4 Assessment Roll – Phase #4 Additional Projects; making a finding of special benefit to property within Phase #4 of the Cambridge Crossing 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 Phase #4 assessed property, in accordance with Chapter 372 of the Texas Local Government Code, as amended. (Bromiley)

**Background Information:**
This agenda item is a continuation of the Cambridge Crossing PID Phase #4 SAP and Levy for additional Major Improvements that have an allowable portion in Phase #4 and other phases.

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 Additional 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 $16,816,837.

Approval of this item levies assessments on properties within the Additional Major Improvements Area (Including but not limited to Phase #4) and adopts the SAP. There is an additional item on the May 13, 2025 agenda for City Council to consider a Reimbursement Agreement for Cambridge Crossing.

**Legal Review:**
SAP and Ordinance approved by Bond Counsel.

**Supporting Documents:**
1. Cambridge Crossing Phase 4 SAP and Levy
2. Celina Cambridge Crossing PID Phase #4 Additional Projects 2025 - Assessment Ordinance

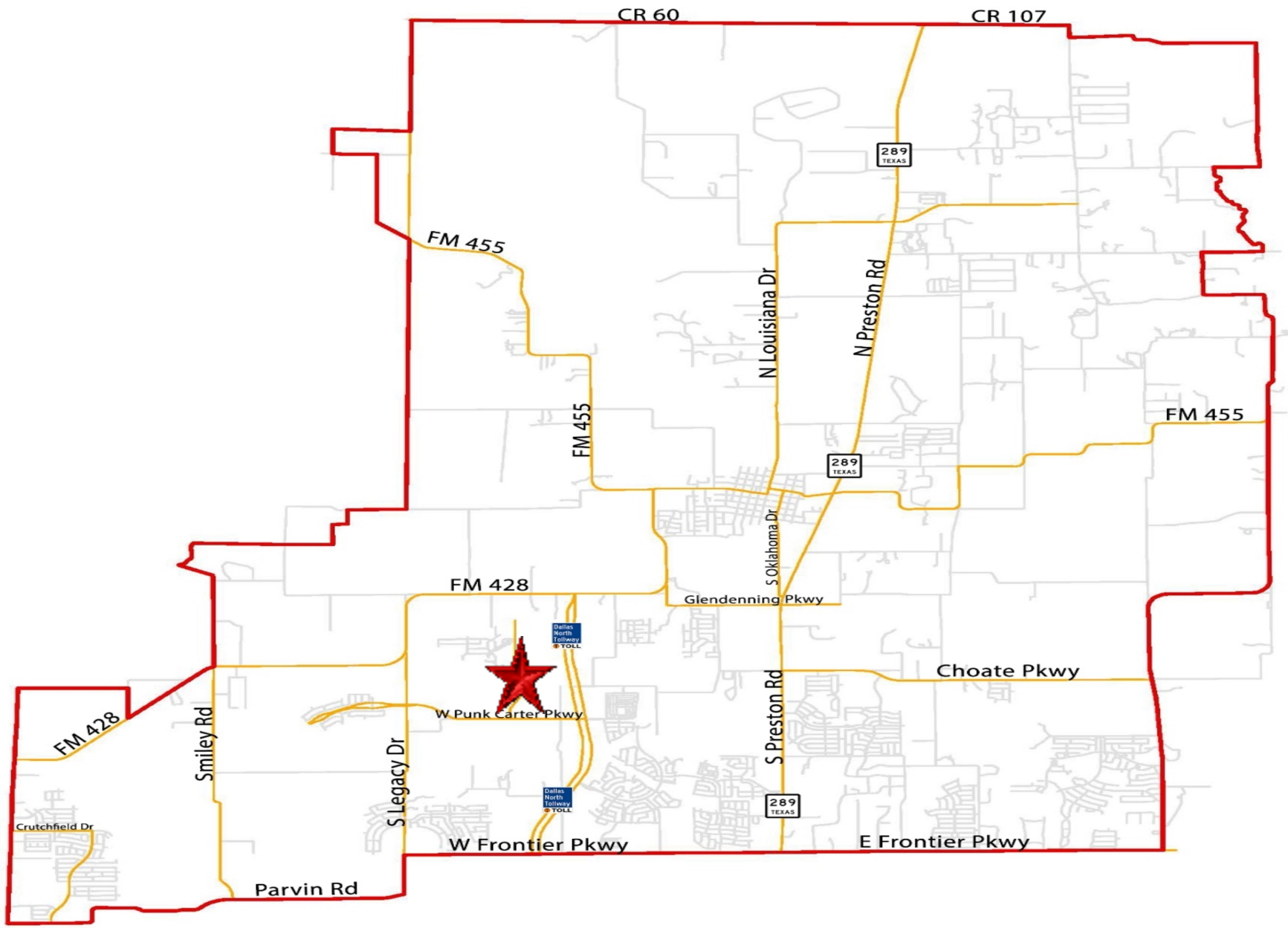
**Financial Consideration:**
The ordinance does not impact the City's operating funds. It establishes an assessment on property owners within the Cambridge Crossing PID Additional Major Improvements Area to fund the identified public improvements.

**Staff Recommendation:**
Staff recommends approval.

# CAMBRIDGE CROSSING PHASE #4 AND ADDITIONAL MAJOR IMPROVEMENTS

# SERVICE AND ASSESSMENT PLAN AND LEVY

City Council
May 13, 2025
Public Hearing – Item F
Public Hearing – Item G


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
S Preston Rd
FM 428
Smiley Rd
S Legacy Dr
Dallas North Tollway TOLL
289 TEXAS
Crutchfield Dr
W Frontier Pkwy
E Frontier Pkwy
Parvin Rd

# 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: $16,816,837
    - Estimated Authorized Current Improvement Cost: $13,928,394
      - Phase #4 Improvement Costs – $11,965,000 – Item F Public Hearing
      - Phase #4  MIA Additional Costs - $1,963.394 – Item G Public Hearing
    - 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 Major Improvementss | 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 | $3,664,018 | $269,741 | $0 | $3,933,759 |
| Total Authorized Improvements | $11,965,000 | $2,888,442 | $1,963,394 | $16,816,837 |

# PHASE #4 PID TOTAL ASSESSMENT

| Lot Size | Total Current Assessment Phase #4 per unit | Phase #4's share of the Phases #2-7 Major Improvement Area Assessment per unit | Phase #4 Projects Assessment per unit | Average Annual installment Per Unit |
|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | $56,739.05 | $13,978.25 | $70,717.30 | $5,517 |
| Lot Type 2 (60 Ft Lot) | $49,256.98 | $12,134.97 | $61,391.94 | $4,789 |
| Lot Type 3 (50 Ft Lot) | $44,268.93 | $10,906.11 | $55,175.04 | $4,304 |

*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 | $0.6184 | $0.6220 | $0.5801 |
| FYE2025 Overlapping Tax Rates | $2.0645 | $2.0645 | $2.0645 |
| Estimated Total Tax Rate | $2.6830 | $2.6865 | $2.6446 |

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# TIMELINE

- April 8, 2025 – Pre-SAP and calling two public hearing resolutions
- May 13, 2025– Two Levy Ordinances for PID assessments (Items F and G)
- May 13, 2025– Reimbursement Agreement

# RECOMMENDATION

- Staff recommends approval.

**ORDINANCE NO. 2025-__**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS ACCEPTING AND APPROVING A SERVICE AND ASSESSMENT PLAN AND PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITIONAL PROJECTS FOR THE CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT; MAKING A FINDING OF SPECIAL BENEFIT TO THE PROPERTY WITHIN PHASE #4 OF THE DISTRICT; LEVYING SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN PHASE #4 OF THE DISTRICT AND ESTABLISHING A LIEN ON SUCH PROPERTY; PROVIDING FOR THE METHOD OF ASSESSMENT AND THE PAYMENT OF THE ASSESSMENTS IN ACCORDANCE WITH CHAPTER 372, TEXAS LOCAL GOVERNMENT CODE, AS AMENDED; PROVIDING PENALTIES AND INTEREST ON DELINQUENT ASSESSMENTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** on January 3, 2017, a petition was submitted and filed with the City Secretary (the "City Secretary") of the City of Celina, Texas (the "City") pursuant to the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the "PID Act"), requesting the creation of a public improvement district in the extraterritorial jurisdiction of the City; and

**WHEREAS,** the petition contained the signatures of the owners of taxable property representing more than fifty percent of the appraised value of taxable real property liable for assessment within the District, as determined by the then current ad valorem tax rolls of Collin Central Appraisal District and the signatures of the property owners who own taxable real property that constitutes more than fifty percent of the area of all taxable property within the District that is liable for assessment; and

**WHEREAS,** on February 28, 2017, after due notice, the City Council of the City (the "City Council") held a public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Section 372.009 of the PID Act and made the findings required by Section 372.009(b) of the PID Act and, by Resolution No. 2017-10R (the "Authorization Resolution") adopted by a majority of the members of the City Council, authorized and created the Cambridge Crossing Public Improvement District (the "District") in accordance with its finding as to the advisability of the Authorized Improvements; and

**WHEREAS**, the City published the Authorization Resolution as required by law; and

**WHEREAS**, no written protests regarding the creation of the District from any owners of record of property within the District were filed with the City Secretary; and

**WHEREAS,** all of the property within the District is now within the corporate boundaries of the City; and

**WHEREAS,** on April 8, 2025, the City Council adopted a resolution approving a preliminary service and assessment plan, including a proposed assessment roll for Phase #4 of the District related to the Phase #4 Additional Projects (as defined herein); calling for a public

hearing to consider an ordinance levying assessments on property within Phase #4 of the District (the "Assessments"); authorizing and directing the City Secretary or Assistant City Secretary of the City to file the proposed assessment roll for Phase #4 of the District related to the Phase #4 Additional Projects and make such assessment roll available for public inspection; authorizing and directing the publication of notice of a public hearing to consider the levying of the Assessments against the property within Phase #4 of the District related to the Phase #4 Additional Projects (the "Levy and Assessment Hearing"); authorizing and directing the mailing of notice of the Levy and Assessment Hearing to owners of property liable for assessment; and directing related action; and

**WHEREAS,** on April 9, 2025, the Assistant City Secretary filed the Assessment Roll (defined below) and made the same available for public inspection; and

**WHEREAS,** the Assistant City Secretary, pursuant to Section 372.016(b) of the PID Act, published notice of the Levy and Assessment Hearing on April 18, 2025 in the *Celina Record*, a newspaper of general circulation in the City; and

**WHEREAS,** the Assistant City Secretary, pursuant to Section 372.016(c) of the PID Act, mailed the notice of the Levy and Assessment Hearing to the last known addresses of the owners of the property liable for the Assessments; and

**WHEREAS,** the City Council opened the Levy and Assessment Hearing on May 13, 2025, and at which all persons who appeared, or requested to appear, in person or by their attorney, were given the opportunity to contend for or contest the Assessment Roll, and the proposed Assessments, and to offer testimony pertinent to any issue presented on the amount of the Assessments, the allocation of the Actual Costs of the improvements to be undertaken in the future for the benefit of the Phase #4 Assessed Property (as defined in the Service and Assessment Plan) (the "Phase #4 Additional Projects"), the purposes of the Assessments, the special benefits of the Phase #4 Additional Projects, and the penalties and interest on annual installments and on delinquent annual installments of the Assessments; and

**WHEREAS,** the City Council finds and determines that the Assessment Roll and the Cambridge Crossing Public Improvement District Service and Assessment Plan, dated May 13, 2025, in a form substantially similar to the attached ***Exhibit A*** (as updated, the "Service and Assessment Plan"), and which is incorporated herein for all purposes, should be approved and that the Assessments should be levied as provided in this Ordinance and the Service and Assessment Plan and the assessment roll attached thereto as Appendix K-2 (the "Assessment Roll"); and

**WHEREAS,** the City Council further finds that there were no objections or evidence submitted to the Assistant City Secretary in opposition to the Service and Assessment Plan, the allocation of the Actual Costs of the Phase #4 Additional Projects (as described in the Service and Assessment Plan), the Assessment Roll, or the levy of the Assessments against the Phase #4 Assessed Property; and

**WHEREAS,** the owners (the "Landowners"), or their representatives, of the majority of the privately-owned and taxable property located within Phase #4 of the District, who are the persons to be assessed pursuant to this Ordinance, have indicated their approval and acceptance of the Service and Assessment Plan, approval of the Assessment Roll, approval of this Ordinance, and approval of the levy of the Assessments against their property located within the District; and

**WHEREAS,** the City Council closed the hearing, and, after considering all written and documentary evidence presented at the hearing, including all written comments and statements filed with the City, determined to proceed with the adoption of this Ordinance in conformity with the requirements of the PID Act.

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

**Section 1**. **Terms**.

Terms not otherwise defined herein are defined in the Service and Assessment Plan.

**Section 2. Findings**.

The findings and determinations set forth in the preambles hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section. The City Council hereby finds, determines, and ordains, as follows:

(a) The apportionment of the Actual Costs of the Phase #4 Additional Projects (as reflected in the Service and Assessment Plan), and the Administrative Expenses (as defined in and as described by the Service and Assessment Plan) is fair and reasonable, reflects an accurate presentation of the special benefit each assessed parcel of Phase #4 Assessed Property will receive from the construction of the Phase #4 Additional Projects identified in the Service and Assessment Plan, and is hereby approved;

(b) The Service and Assessment Plan (i) covers a period of at least five years, (ii) defines the annual indebtedness and projected costs for the Phase #4 Additional Projects, and (iii) includes a copy of the notice form required by Section 5.014 of the Texas Property Code, as amended;

(c) The Service and Assessment Plan apportions the Actual Costs of the Phase #4 Additional Projects to be assessed against the Phase #4 Assessed Property as Assessments and such apportionment is made on the basis of special benefits accruing to the property because of the Phase #4 Additional Projects;

(d) All of the real property in Phase #4 of the District which is being assessed in the amounts shown in the Assessment Roll will be benefited by the Phase #4 Additional Projects proposed to be constructed as described in the Service and Assessment Plan, and each assessed parcel of Phase #4 Assessed Property will receive special benefits during the term of the Assessments equal to or greater than the total amount assessed;

(e) The method of apportionment of the Actual Costs of the Phase #4 Additional Projects and Administrative Expenses set forth in the Service and Assessment Plan results in imposing equal shares of the Actual Costs of the Phase #4 Additional Projects and Administrative Expenses on property similarly benefited, and results in a reasonable classification and formula for the apportionment of the Actual Costs;

(f) The Service and Assessment Plan should be approved as the service plan and assessment plan for the District as described in Sections 372.013 and 372.014 of the PID Act;

(g) The Assessment Roll should be approved as the assessment roll related to the Phase #4 Additional Projects for the Phase #4 Assessed Property within the District;

(h) The provisions of the Service and Assessment Plan relating to due and delinquency dates for the Assessments, interest on Annual Installments, interest and penalties on delinquent Assessments and delinquent Annual Installments, and procedures in connection with the imposition and collection of Assessments should be approved and will expedite collection of the Assessments in a timely manner in order to provide the services and improvements needed and required for the District; and

(i) A written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter hereof has been discussed, considered, and formally acted upon.

**Section 3. Service and Assessment Plan**.

The Service and Assessment Plan is hereby accepted and approved pursuant to Sections 372.013 and 372.014 of the PID Act as the service plan and the assessment plan for the District.

**Section 4. Assessment Roll**.

The Assessment Roll is hereby accepted and approved pursuant to Section 372.016 of the PID Act as the assessment roll related to the Phase #4 Additional Projects for Phase #4 of the District.

**Section 5. Levy and Payment of Assessments for Actual Costs of the Phase #4 Additional Projects.**

(a) The City Council hereby levies an assessment on each parcel of Phase #4 Assessed Property (excluding Non-Benefitted Property, as defined in the Service and Assessment Plan), as shown and described in the Service and Assessment Plan and the Assessment Roll, in the respective amounts shown on the Assessment Roll, as a special assessment on the properties set forth in the Assessment Roll.

(b) The levy of the Assessments shall be effective on the date of the adoption of this Ordinance levying Assessments and strictly in accordance with the terms of the Service and Assessment Plan and the PID Act.

(c) The collection of the Assessments shall be as described in the Service and Assessment Plan and the PID Act.

(d) Each Assessment may be paid in a lump sum at any time or may be paid in Annual Installments pursuant to the terms of the Service and Assessment Plan.

(e) Each Assessment shall bear interest at the rate or rates specified in the Service and Assessment Plan.

(f) Each Annual Installment shall be collected each year in the manner set forth in the Service and Assessment Plan.

(g) The Administrative Expenses for Assessed Property shall be calculated and collected pursuant to the terms of the Service and Assessment Plan.

**Section 6**. **Method of Assessment**.

The method of apportioning the Actual Costs of the Phase #4 Additional Projects and Administrative Expenses are set forth in the Service and Assessment Plan.

**Section 7**. **Penalties and Interest on Delinquent Assessments.**

Delinquent Assessments shall be subject to the penalties, interest, procedures, and foreclosure sales set forth in the Service and Assessment Plan and as allowed by law.

**Section 8**. **Prepayments of Assessments**.

As provided in Section VI of the Service and Assessment Plan, the owner of any Phase #4 Assessed Property subject to an Assessment may prepay the Assessments levied by this Ordinance.

**Section 9**. **Lien Priority**.

The City Council and the Landowners intend for the obligations, covenants and burdens on the Landowners of each parcel of Phase #4 Assessed Property, including without limitation such Landowners' obligations related to payment of the Assessments and the Annual Installments thereof, to constitute covenants that shall run with the land. The Assessments and the Annual Installments thereof which are levied hereby shall be binding upon the Landowners, as the owners of each parcel of Phase #4 Assessed Property, and their respective transferees, legal representatives, heirs, devisees, successors and assigns in the same manner and for the same period as such parties would be personally liable for the payment of ad valorem taxes under applicable law. Assessments shall have lien priority as specified in the Service and Assessment Plan and the PID Act.

**Section 10**. **Appointment of Administrator and Collector of Assessments**.

(a) Appointment of Administrator.

MuniCap, Inc., is hereby appointed and designated to initially serve, or until otherwise determined by the City Council, as the Administrator of the Service and Assessment Plan and of the Assessments levied by this Ordinance. The Administrator shall perform the duties of the Administrator described in the Service and Assessment Plan and in this Ordinance. The Administrator's fees, charges and expenses for providing such service shall constitute an Administrative Expense.

(b) Appointment of Collector.

The Collin County Tax Assessor and Collector is hereby appointed and designated as the collector of the Assessments.

**Section 11**. **Applicability of Tax Code.**

To the extent not inconsistent with this Ordinance, and not inconsistent with the PID Act or the other laws governing public improvement districts, the provisions of the Texas Tax Code shall be applicable to the imposition and collection of the Assessments by the City.

**Section 12**. **Filing in Land Records**. The Assistant City Secretary is directed to cause a copy of this Ordinance, including the Service and Assessment Plan and the Assessment Roll, to be recorded in the real property records of Collin County, not later than the seventh day after the date the City Council adopts this Ordinance approving the Service and Assessment Plan. The Assistant City Secretary is further directed to similarly file each Annual Service Plan Update (as defined in the Service and Assessment Plan) approved by the City Council not later than the seventh day after the date that the City Council approves each Annual Service Plan Update.

**Section 13. Severability.**

If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of the same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity or any other portion hereof, and all provisions of this ordinance are declared to be severable for that purpose.

**Section 14. Effective Date**.

This Ordinance shall take effect, and the levy of the Assessments, and the provisions and terms of the Service and Assessment Plan shall be and become effective upon passage hereof.

**PASSED AND ADOPTED**, this the 13th day of May, 2025.

CITY OF CELINA, TEXAS

_____
Ryan Tubbs, Mayor

ATTEST:

_____
Jeovanna Rubio, Assistant City Secretary

(City Seal)

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2025 by Ryan Tubbs, Mayor of the City of Celina, Texas on behalf of said City.

_____
Notary Public, State of Texas

(SEAL)

# EXHIBIT A

## Service and Assessment Plan

# CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

## 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 May 13, 2025.

**PREPARED BY:**

MUNICAP, INC.
PUBLIC FINANCE

# CAMBRIDGE CROSSING
# PUBLIC IMPROVEMENT DISTRICT

## SERVICE AND ASSESSMENT PLAN

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# 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) - $70,717.30
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**

| Description | Development | |
|---|---|---|
| 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 final plat for Phase #3 is recorded in the real property records of Collin County, Texas as Document No. 2023010000126. 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**

| Description | Development | |
|---|---|---|
| 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**

| Description | Development | |
|---|---|---|
| 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.

## 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 | $1,089,403 |
| 2027 | $0 | $0 | $0 | $1,088,623 |
| 2028 | $0 | $0 | $0 | $1,087,351 |
| 2029 | $0 | $0 | $0 | $1,088,588 |
| 2030 | $0 | $0 | $0 | $1,087,142 |
| 2031 | $0 | $0 | $0 | $1,087,141 |
| **Total** | **$13,973,394** | **$13,973,394** | **$0** | **$6,528,248** |

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 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 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 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 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 interest rate of 6.38% per annum for years 1 through 5 and 6.38% 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 5.53%. The City has determined that the obligation under the Reimbursement Agreement related to the Phase #4 Improvements and shall bear interest at the interest rate of 6.38% per annum for years 1 through 5 and 6.38% per annum following the fifth Annual Installment which rates are equal to or less than the initial maximum allowable rate of interest of 6.38% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.38%. 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 interest rate of 6.38% per annum for years 1 through 5 and 6.38% 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 5.53%. 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 6.38% per annum for years 1 through 5 and 6.38% per annum following the fifth

Annual Installment, which rates are equal to or less than the initial maximum allowable rate of interest of 6.38% for years 1 through 5 and equal to the maximum allowable rate of interest following the fifth Annual Installment, which would be 6.38%. 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

PHASE TWO

PHASE ONE

PHASE THREE

HUDDLESTON DRIVE

FUTURE ELEMENTARY SCHOOL

AMENITY CENTER

MIXED USE MU-2

MIXED USE MU-2

DALLAS NORTH TOLLWAY

FUTURE OUTER LOOP

CO. ROAD 4 (FUTURE LEGACY DRIVE)

FUTURE PHASE

PHASE FOUR

MIXED USE MU-2

MIXED USE MU-2

PHASE TWO

PHASE THREE

PUNK CARTER PARKWAY

**LAND USE LEGEND**

| | | |
|---|---|---|
| 50’ x 120’ Lot<br>*40’ x 85’ Pad* | - | 126 Lots |
| 60’ x 130’ Lot<br>*50’ x 85’ Pad* | - | 114 Lots |
| 74’ x 140’ Lot<br>*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”;

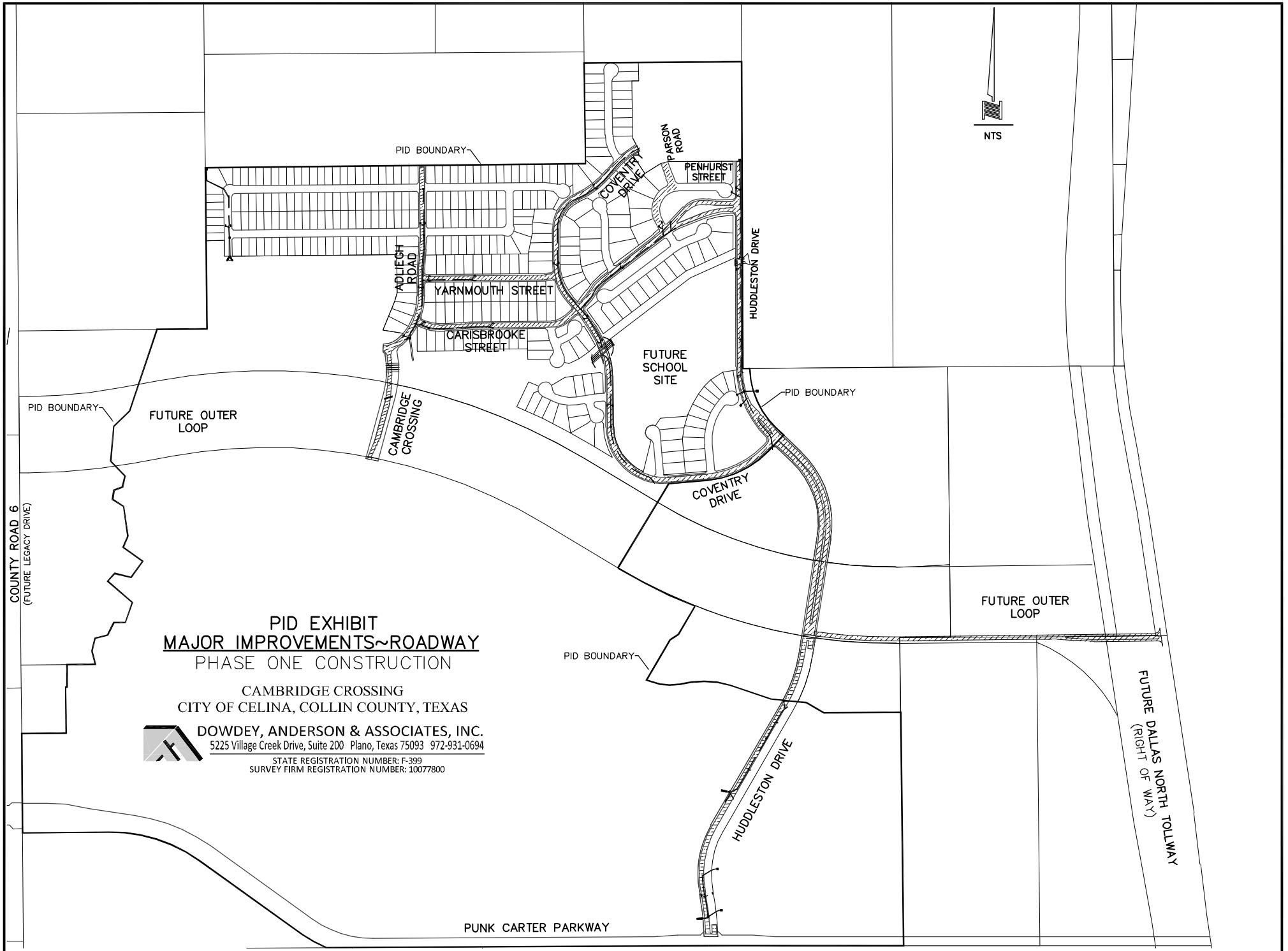
S 17°07'54" W, A DISTANCE OF 218.44 FEET TO A FOUND 1/2" IRON ROD WITH CAP STAMPED “RPLS 5664”, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 625.00 FEET, A CENTRAL ANGLE OF 01°00'04", A CHORD BEARING AND DISTANCE OF N 81°08'44" W - 10.92 FEET;

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

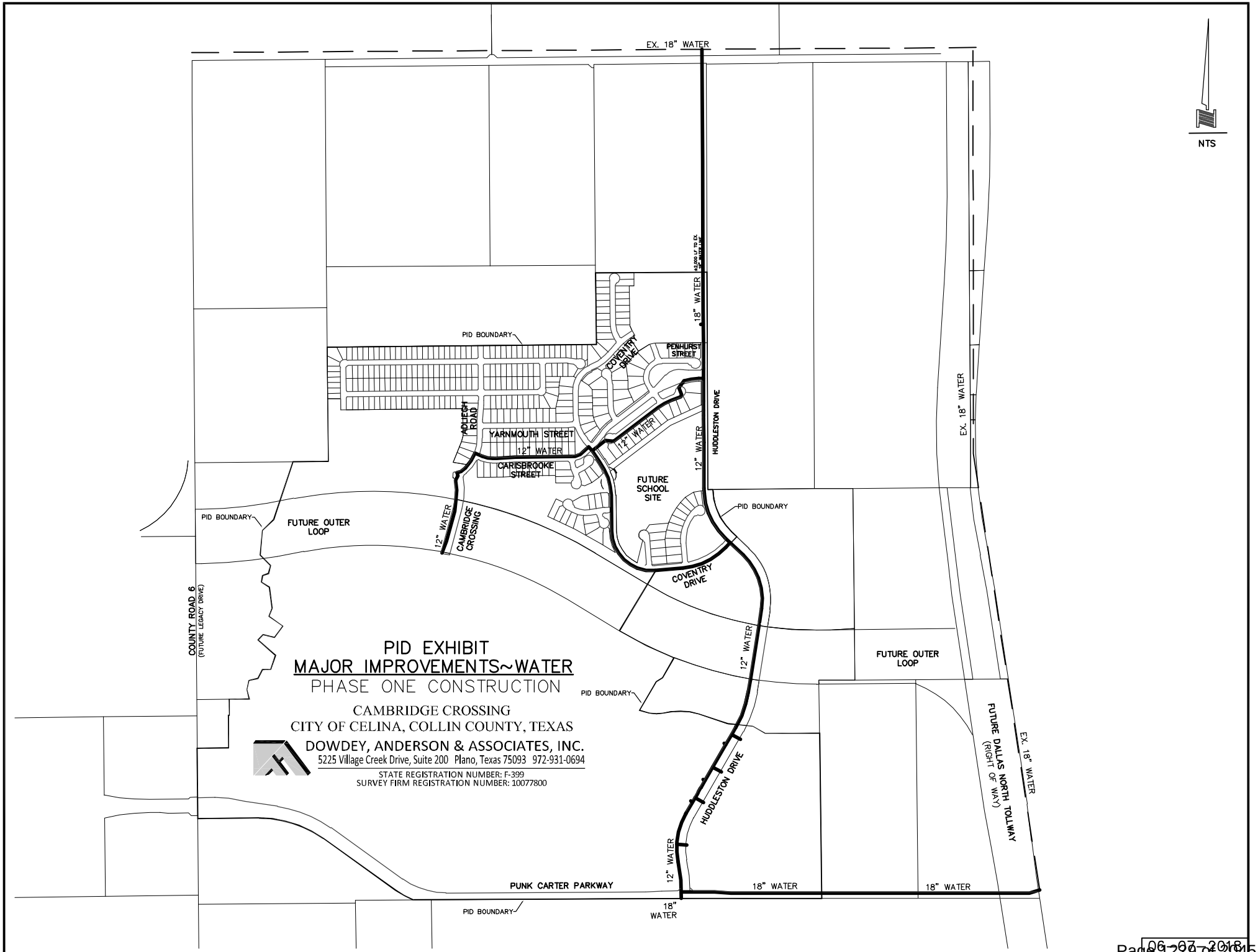


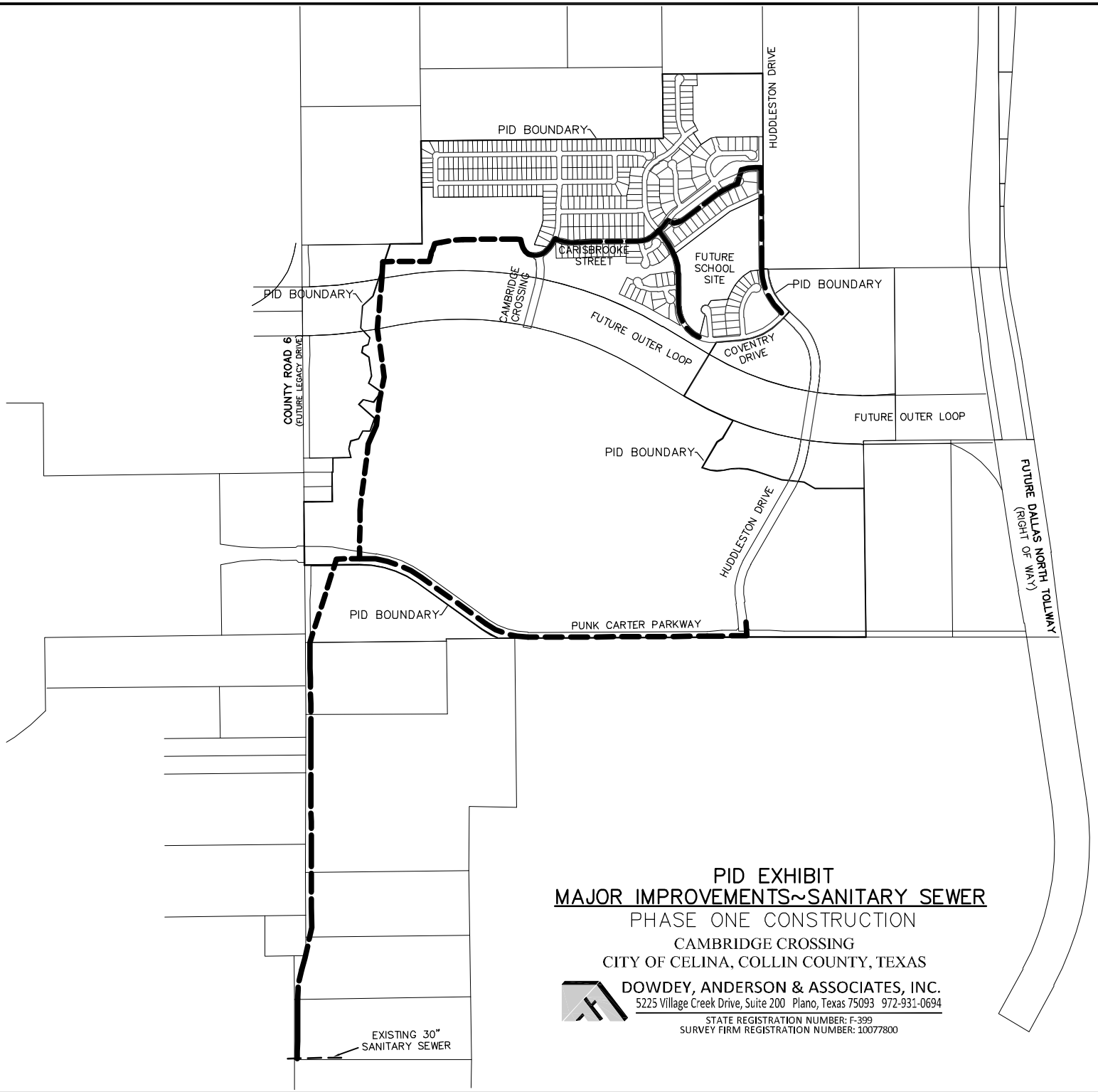

# PID EXHIBIT
## MAJOR IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

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
#2,000 LF TO EX. 24" WATER LINE
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
FUTURE DALLAS NORTH TOLLWAY
(RIGHT OF WAY)
18" WATER

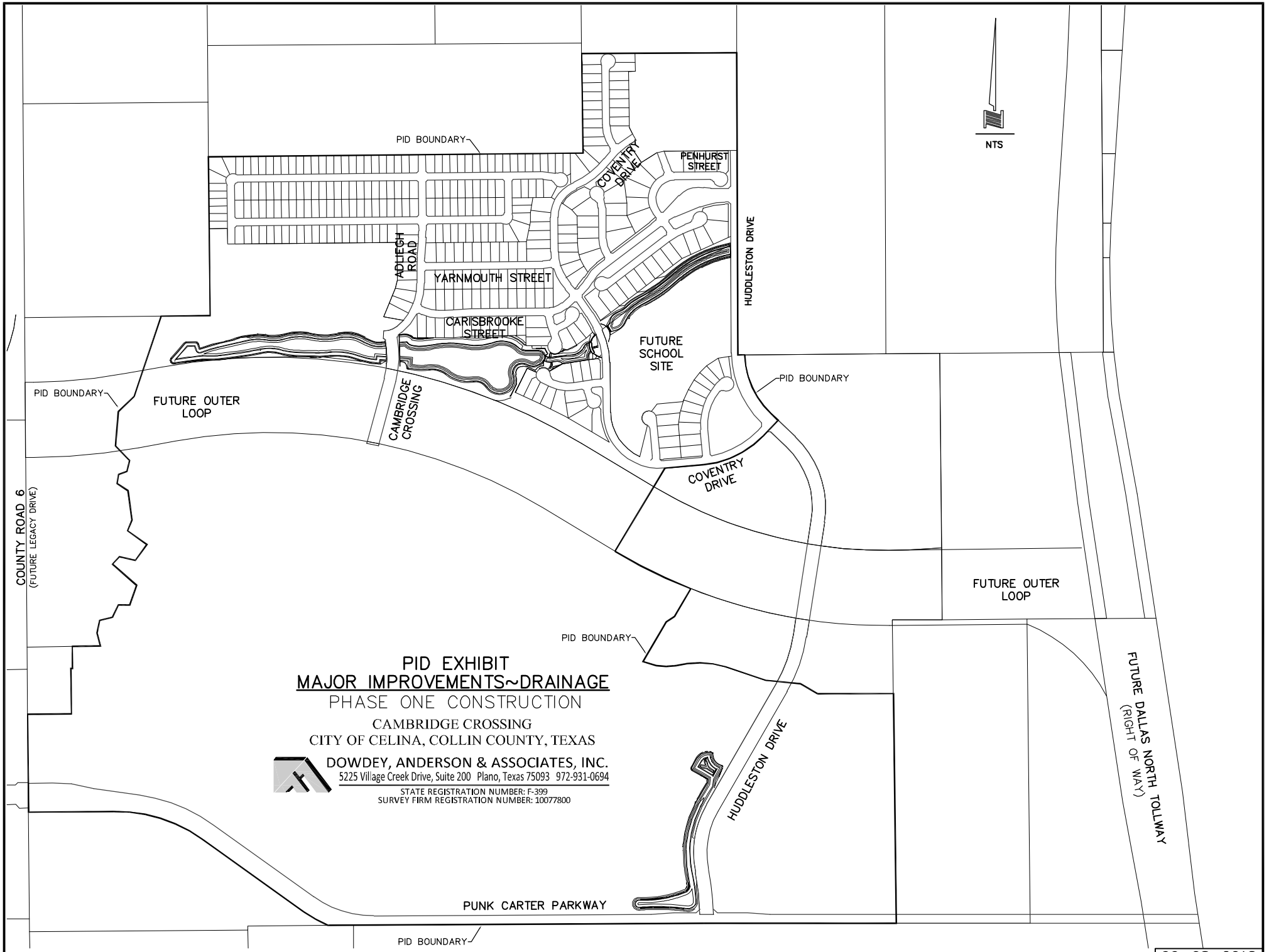


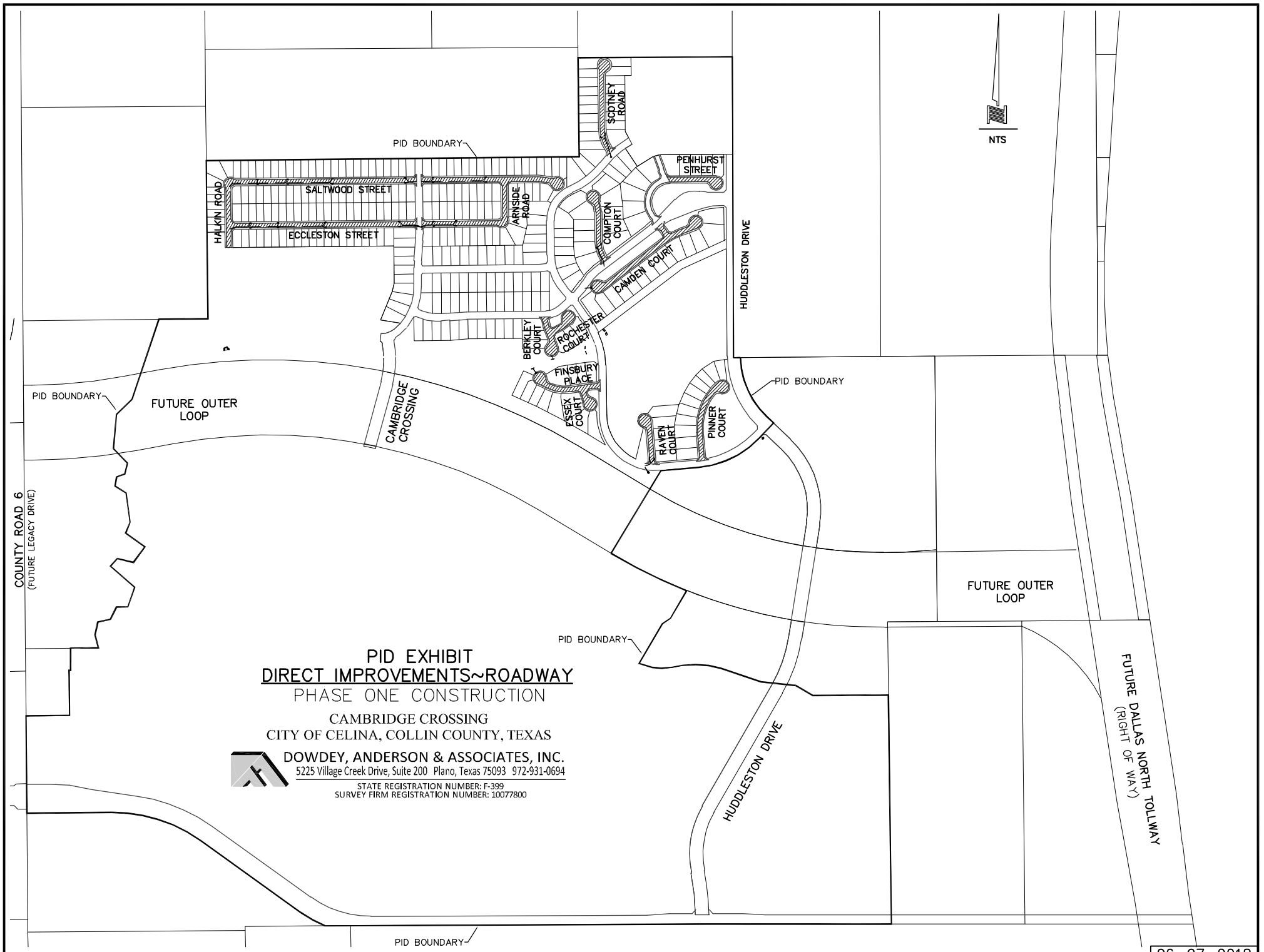

# PID EXHIBIT
## MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE ONE CONSTRUCTION

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

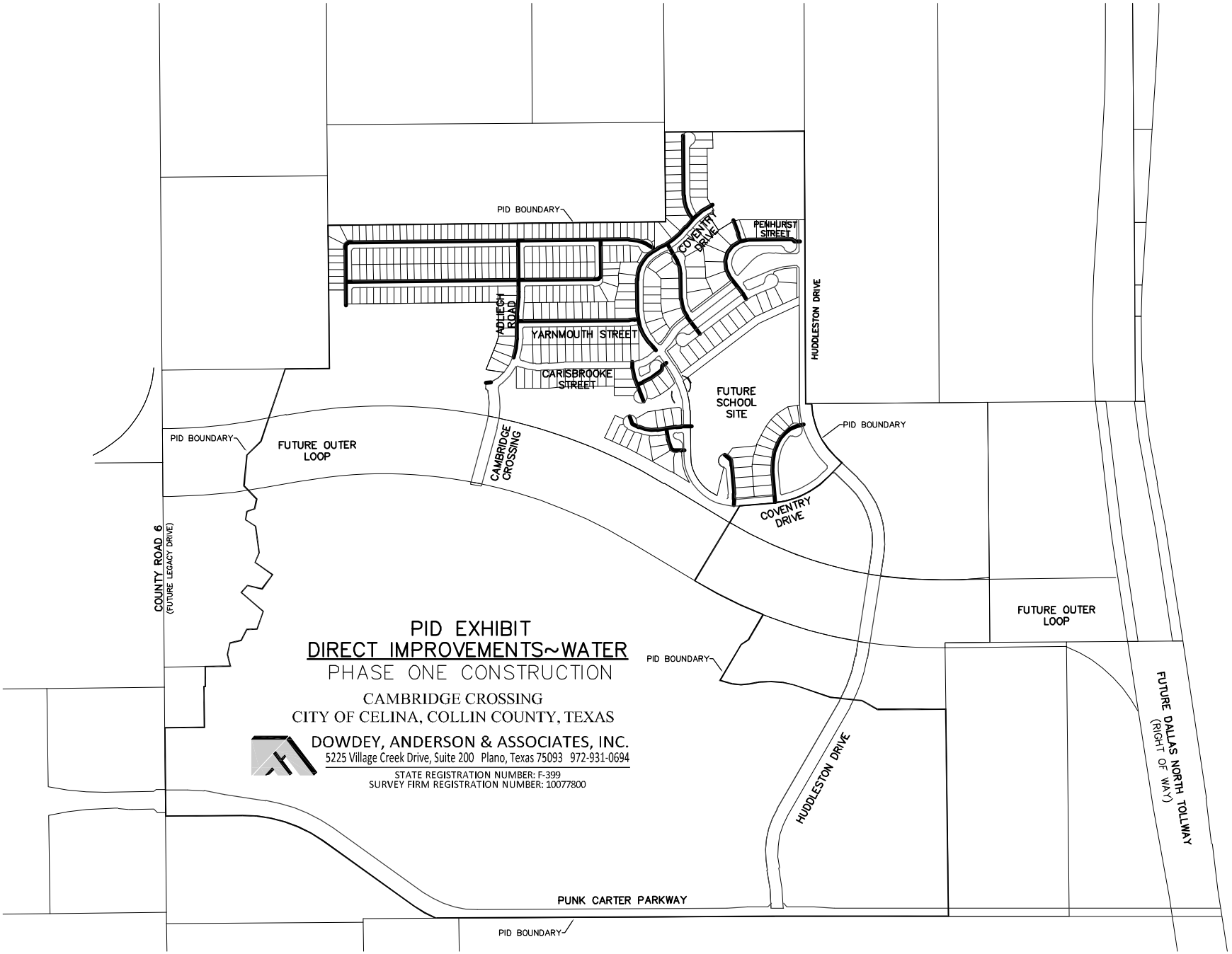



# PID EXHIBIT
## DIRECT IMPROVEMENTS~ROADWAY
PHASE ONE CONSTRUCTION

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

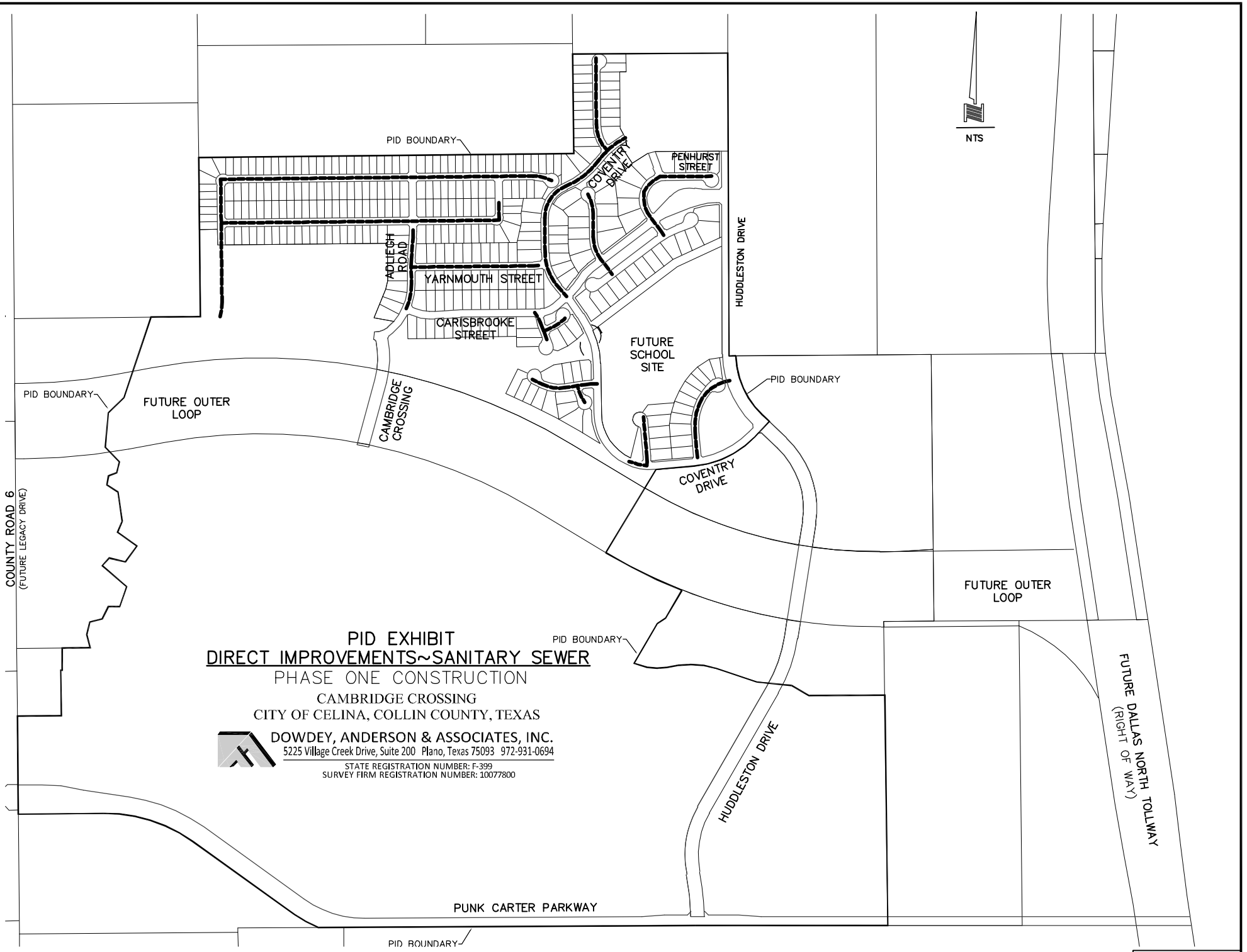
06-07-2018




# PID EXHIBIT
## DIRECT IMPROVEMENTS~WATER
PHASE ONE CONSTRUCTION

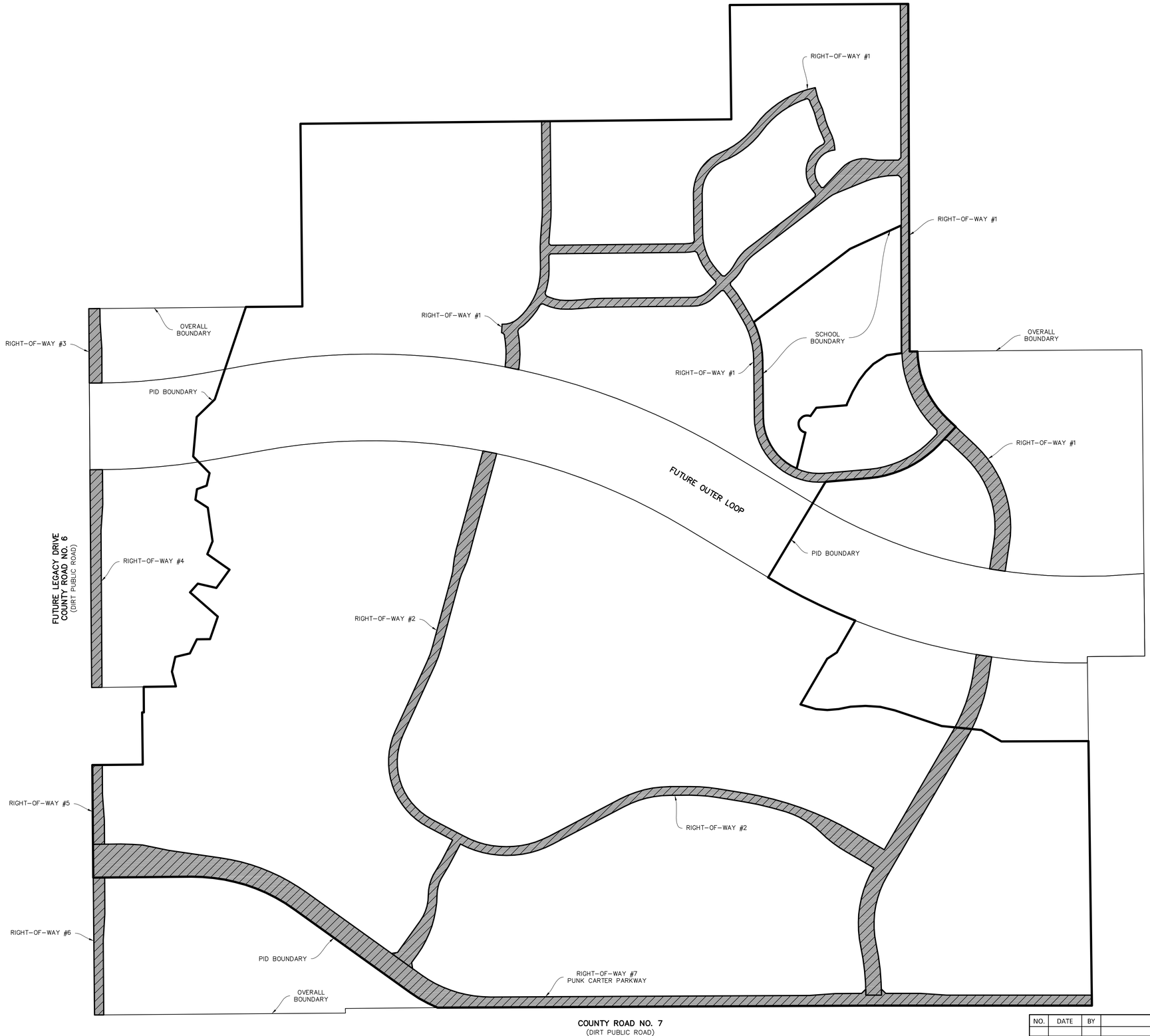
CAMBRIDGE CROSSING
CITY OF CELINA, COLLIN COUNTY, TEXAS

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

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

| DESIGN | DRAWN | CHECKED | DATE | SCALE | JOB | SHEET |
|---|---|---|---|---|---|---|
| DAA | DAA | DAA | 2018-06-18 | N.T.S. | 14037 | 1 / 1 |

PLATE NO.:



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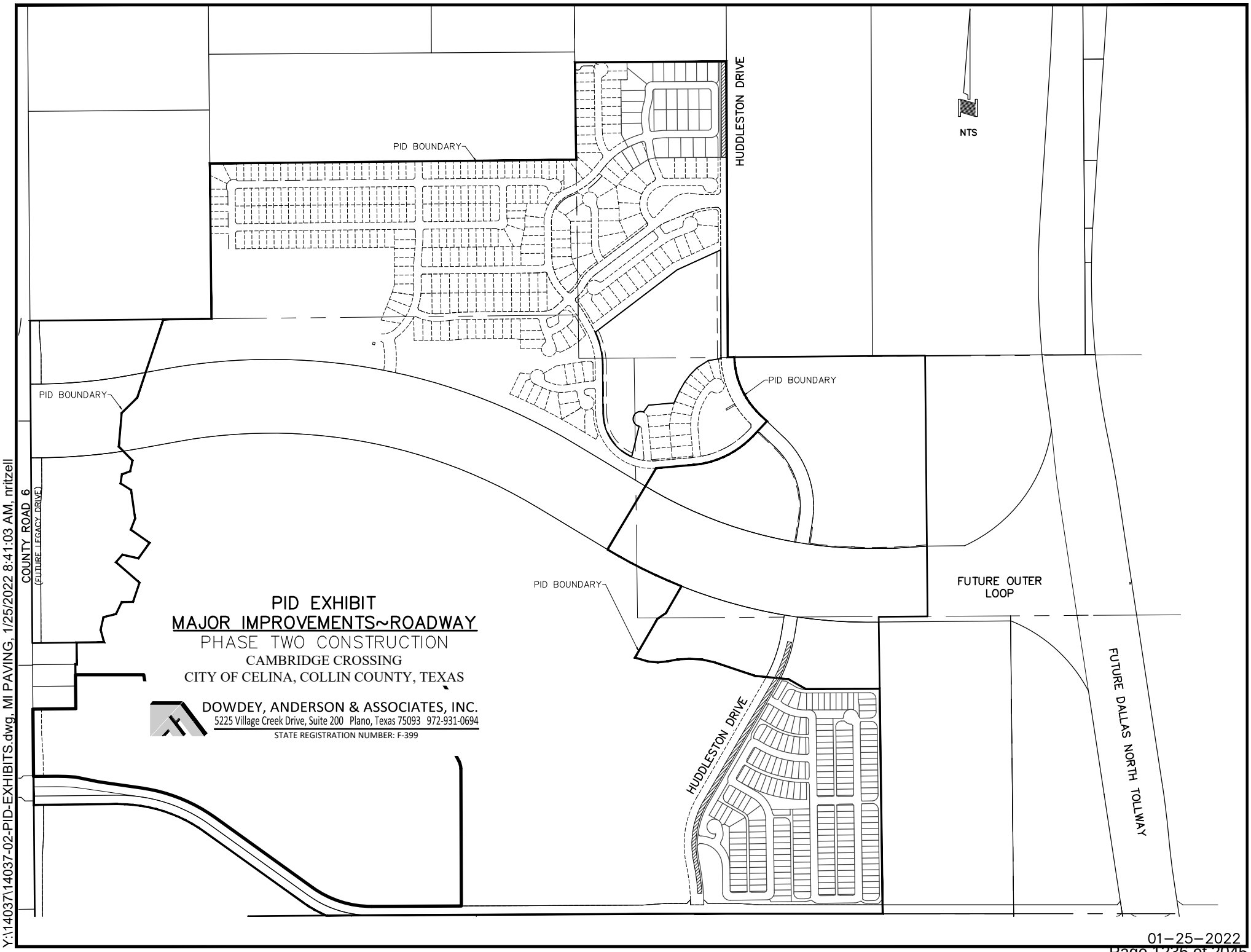


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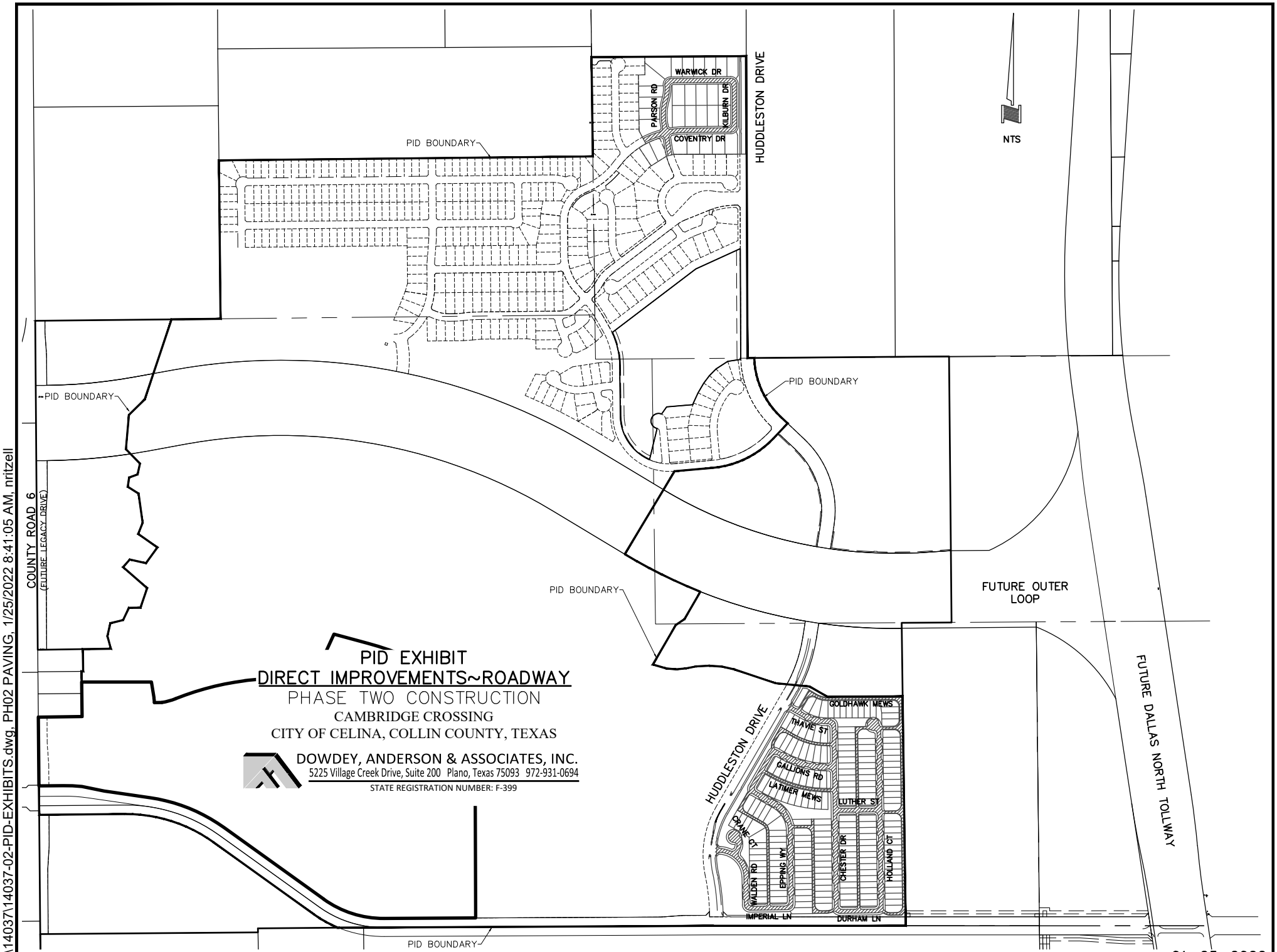


# PID EXHIBIT
## DIRECT IMPROVEMENTS~ROADWAY
PHASE TWO CONSTRUCTION

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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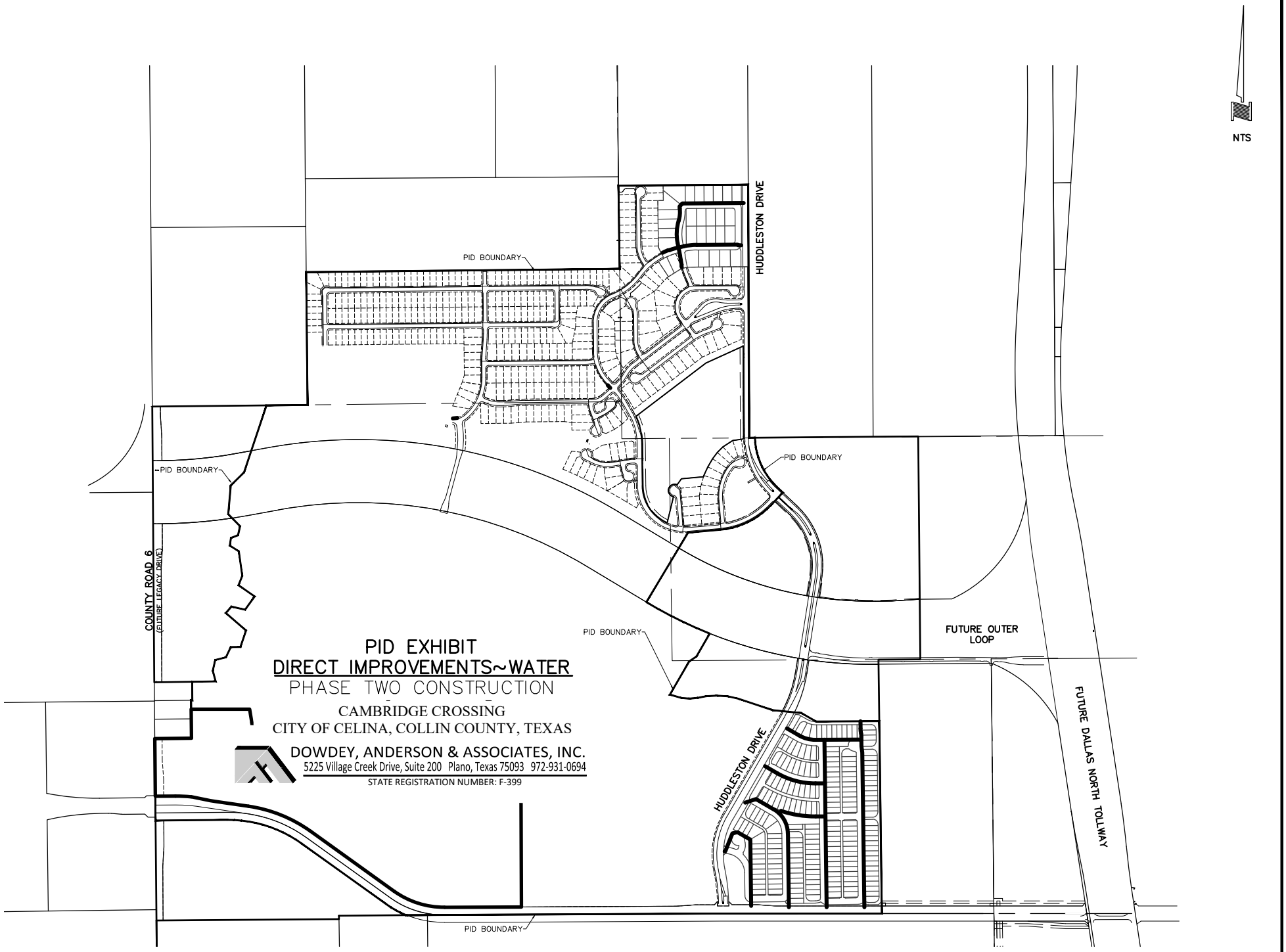


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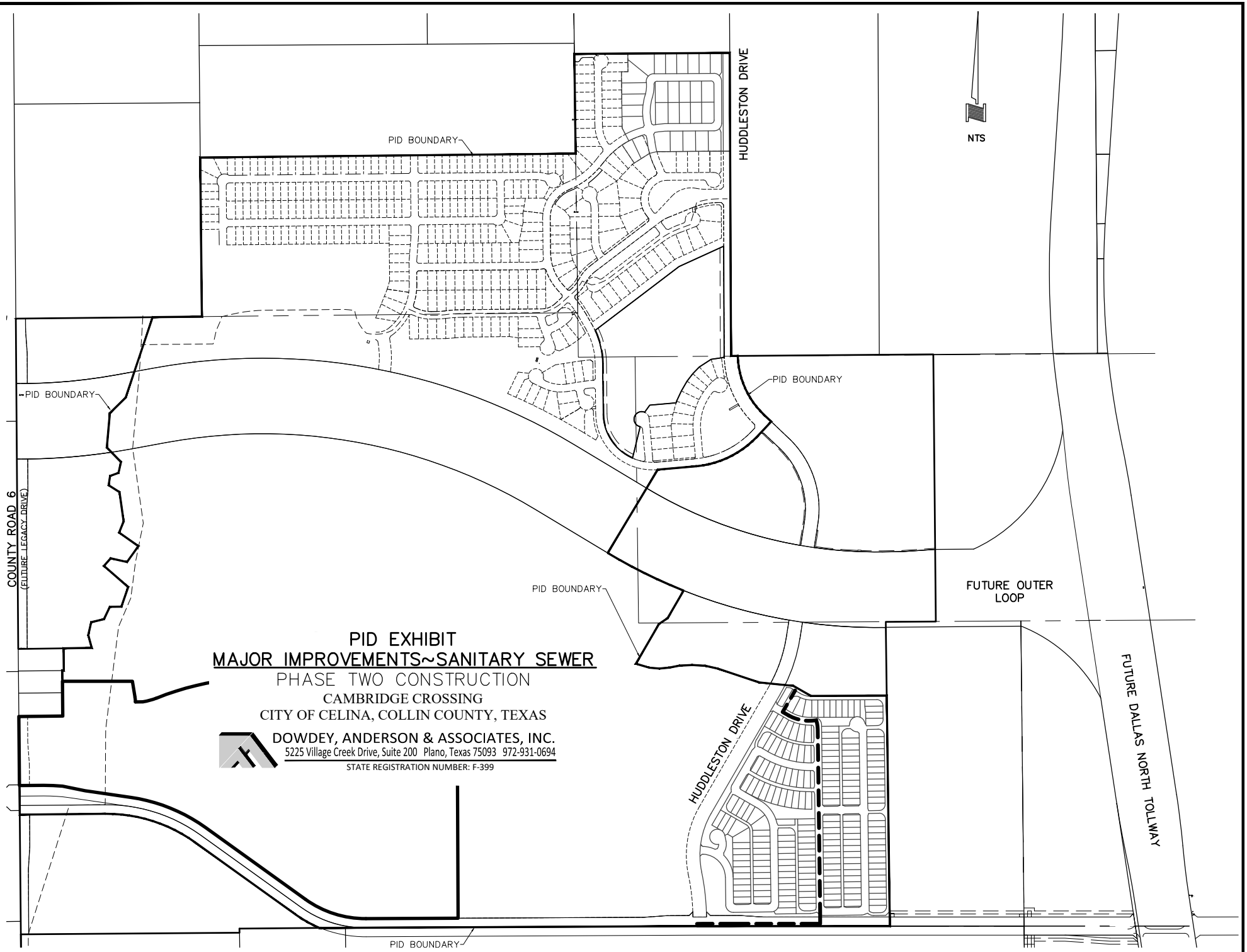


# PID EXHIBIT
## MAJOR IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

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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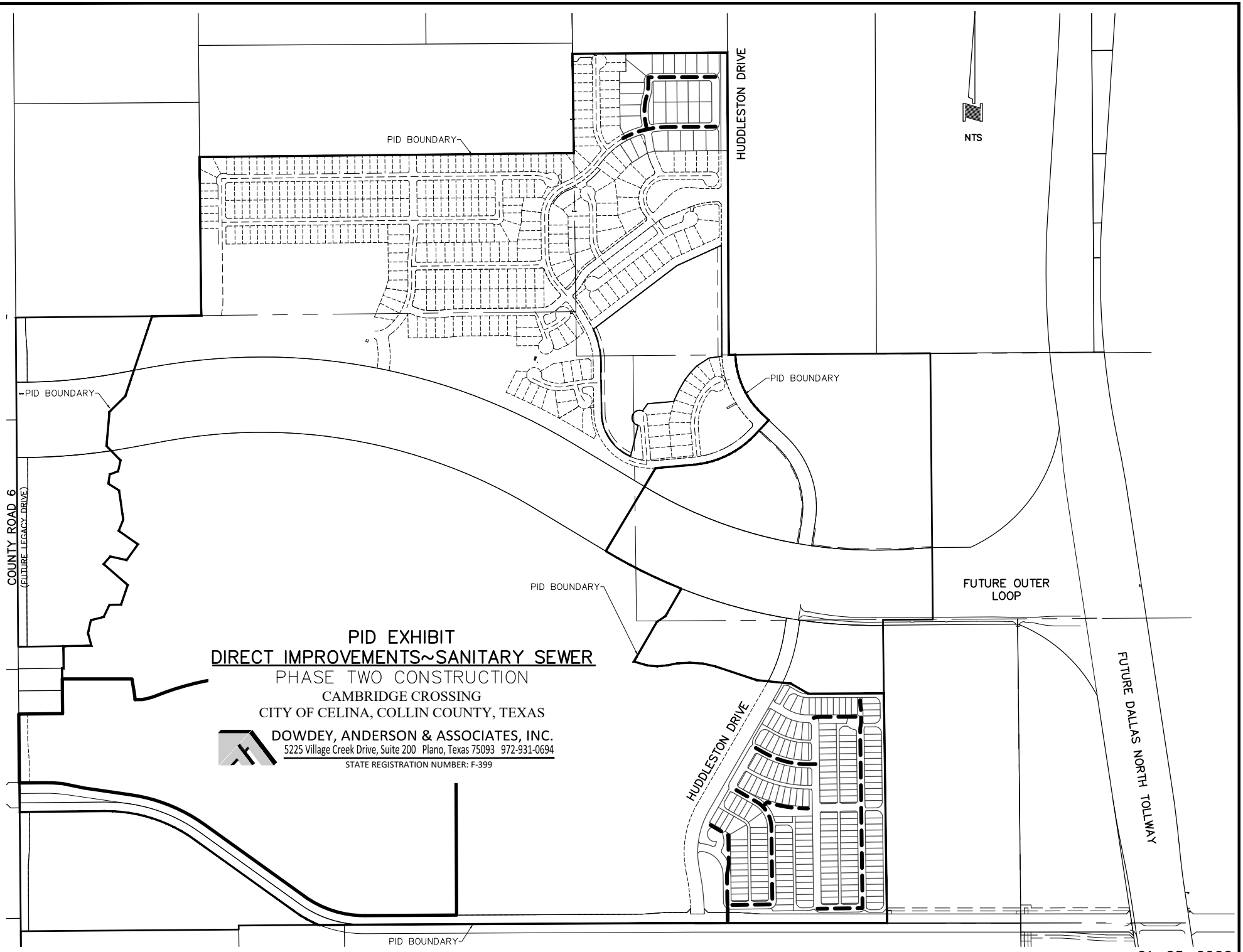


# PID EXHIBIT
## DIRECT IMPROVEMENTS~SANITARY SEWER
PHASE TWO CONSTRUCTION

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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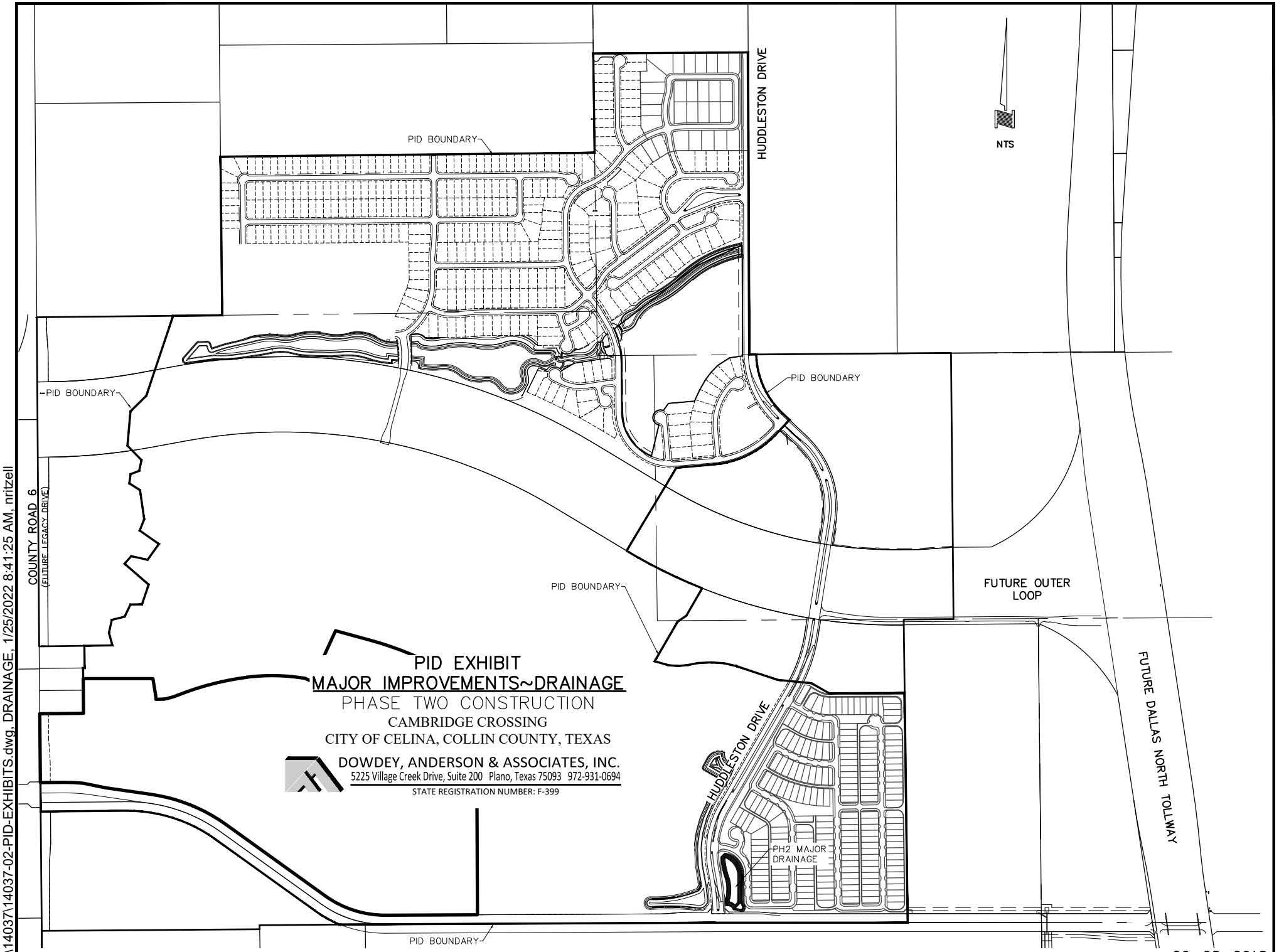


# PID EXHIBIT
## MAJOR IMPROVEMENTS~DRAINAGE
PHASE TWO CONSTRUCTION

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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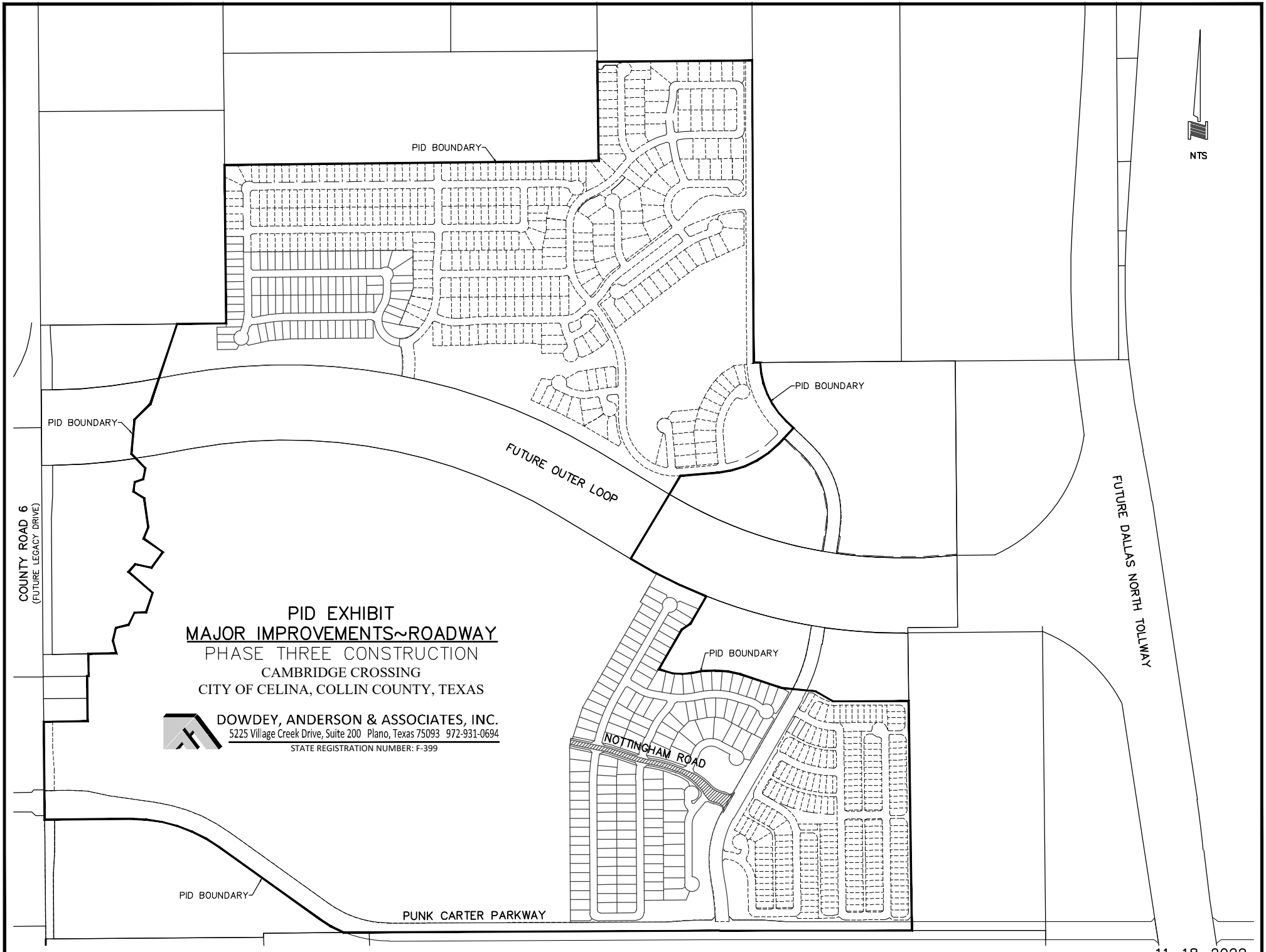
06-08-2018




# 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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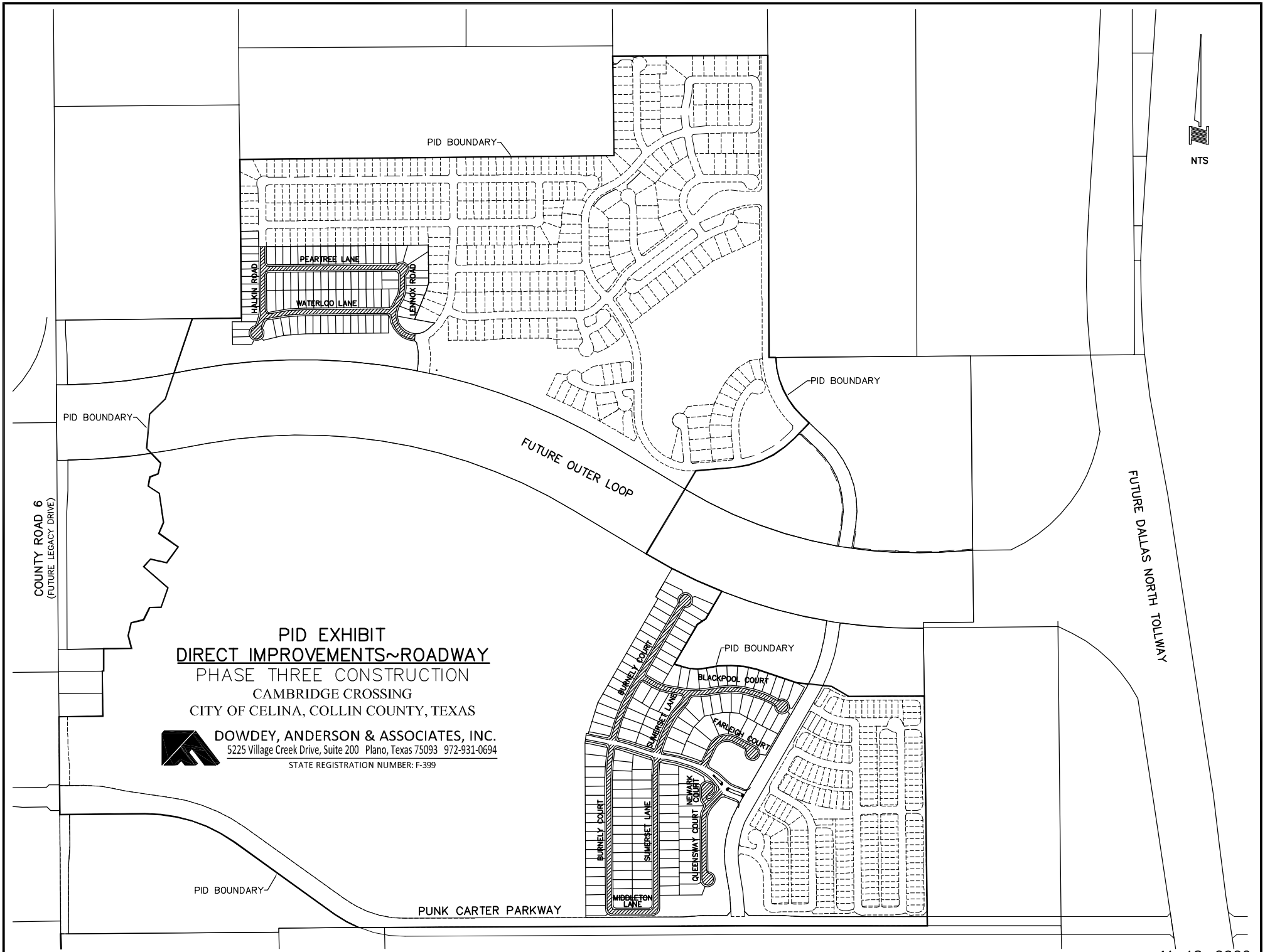


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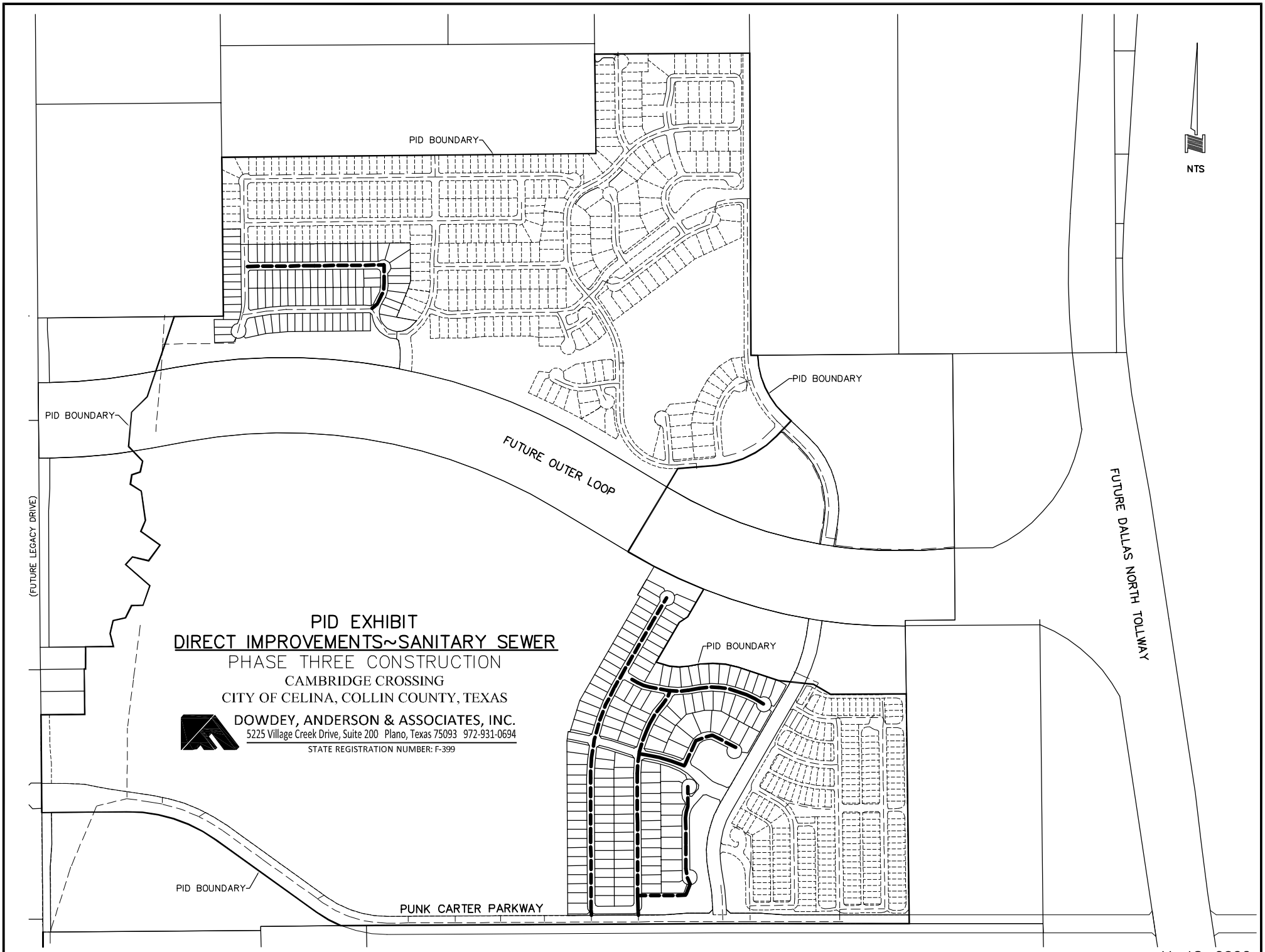


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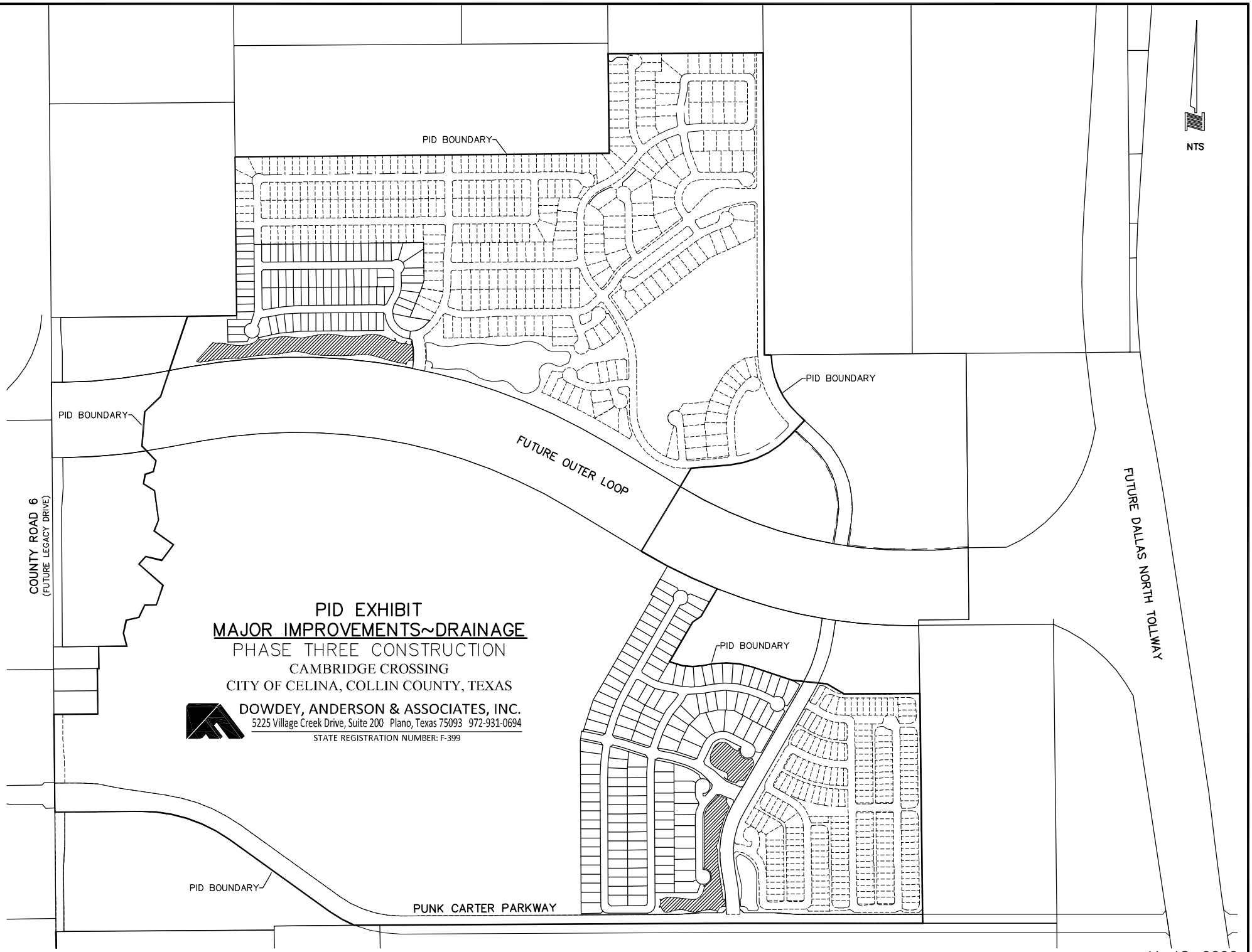


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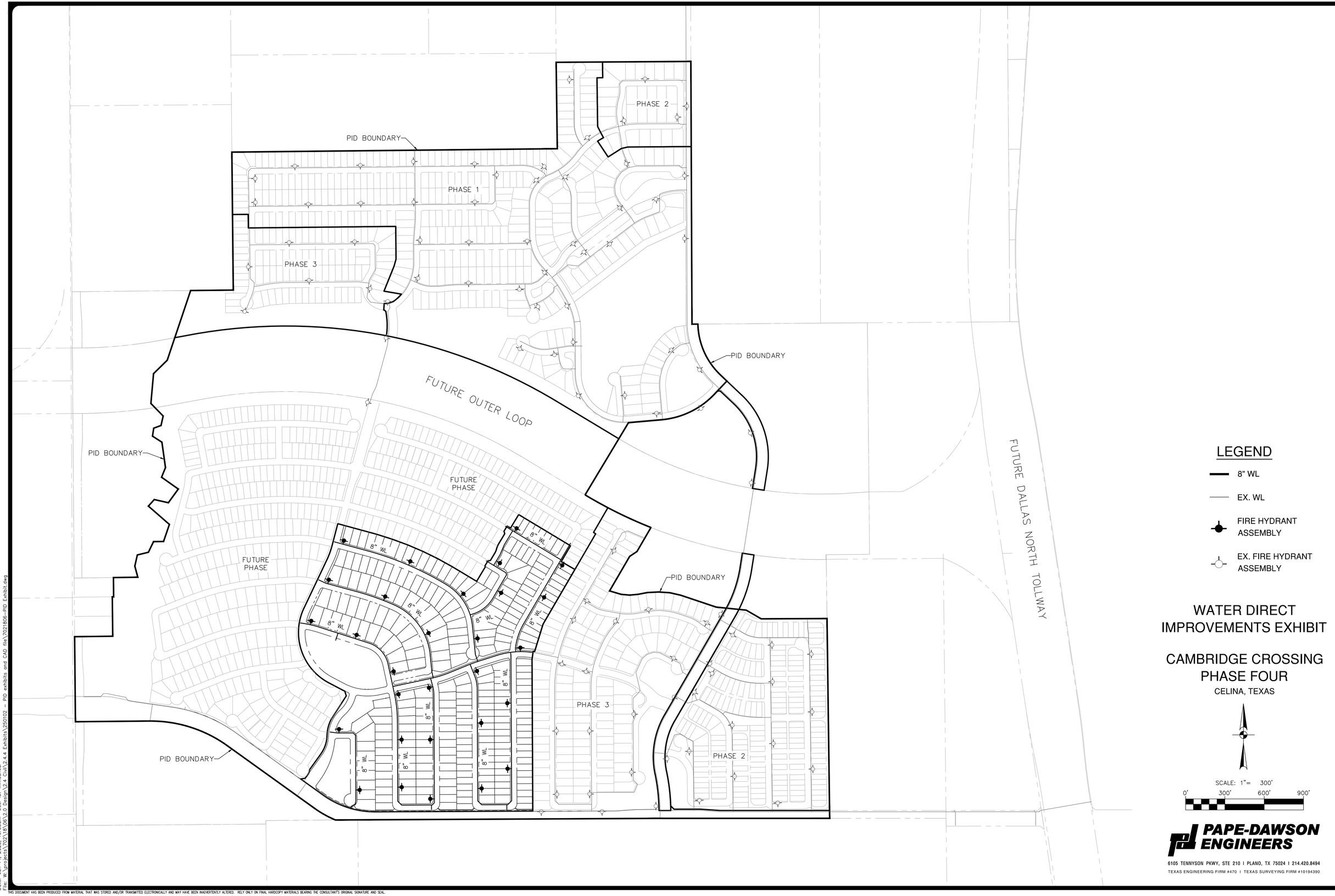


## LEGEND

- 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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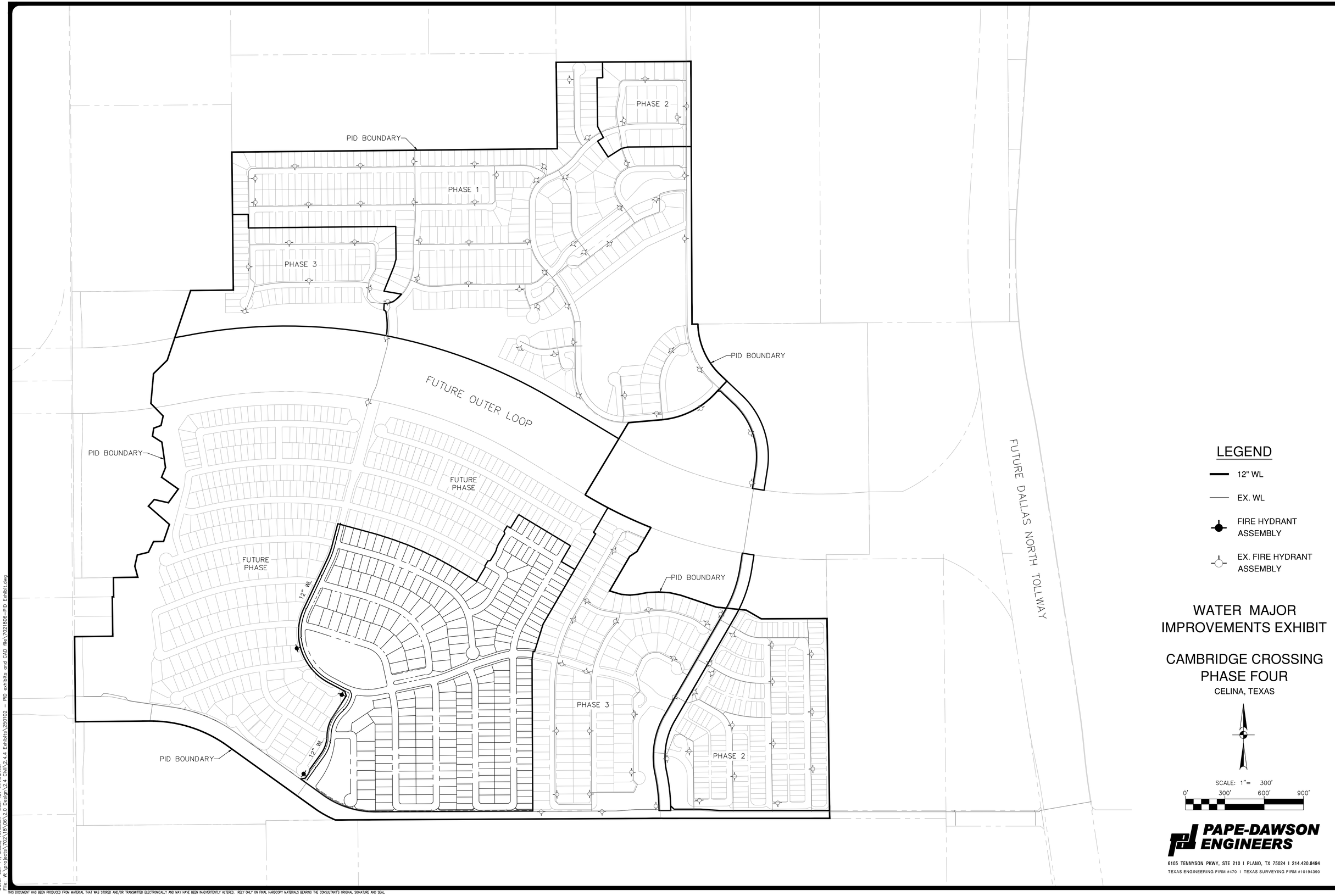


## LEGEND

- 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: mmconner
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## 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

Date: Jan 14, 2025, 10:53am User ID: mmconner
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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

Date: Jan 14, 2025, 11:00am User ID: mmconner
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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'

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

PID BOUNDARY

PHASE 3

PHASE 2

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

## LEGEND

STORM SEWER MAJOR IMPROVMENTS

DETENTION MAJOR IMPROVMENTS

# STORM SEWER & DETENTION 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: mmooney
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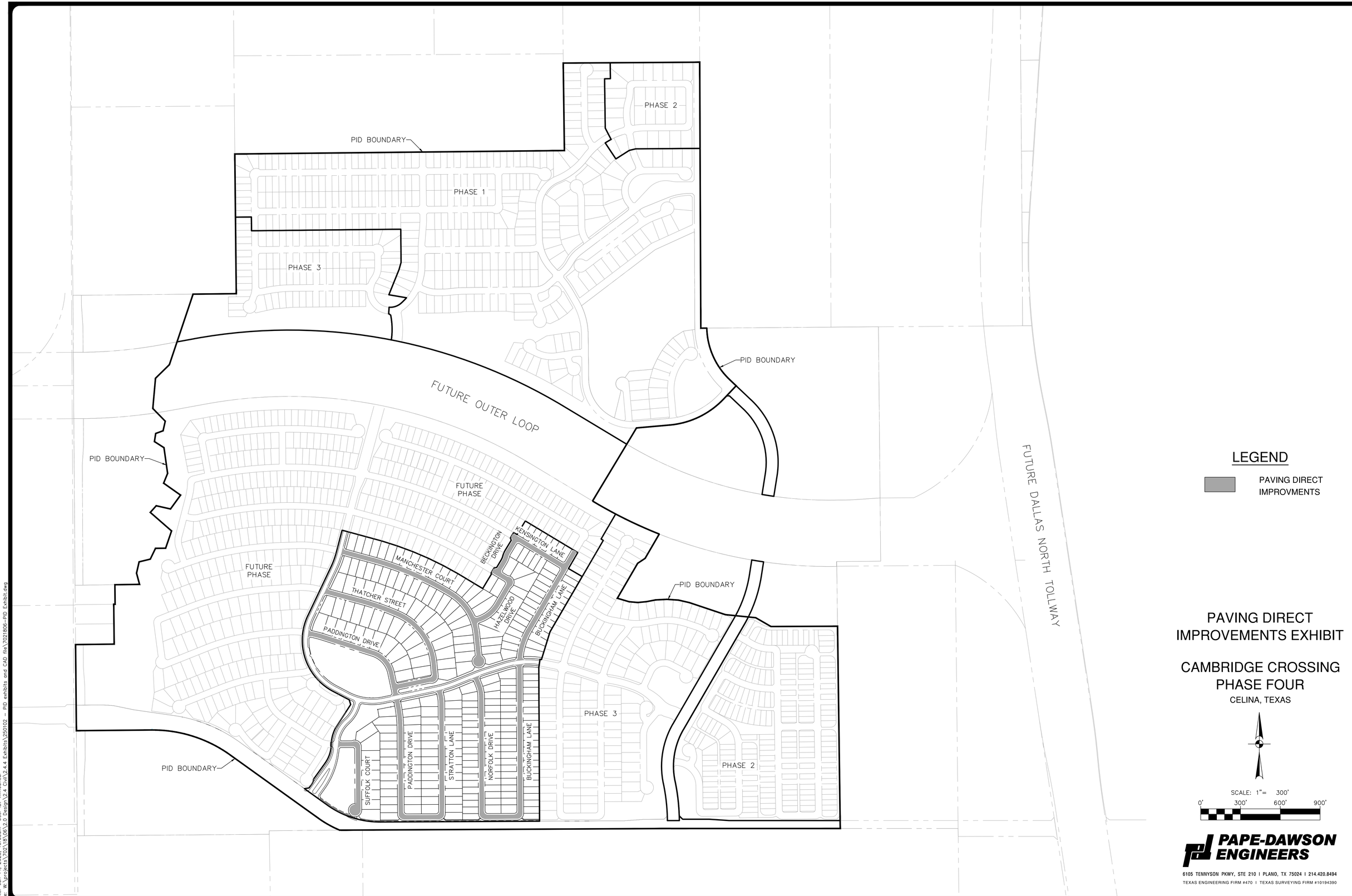


PAPE-DAWSON ENGINEERS

6105 TENNYSON PKWY, STE 210 I PLANO, TX 75024 I 214.420.8494
TEXAS ENGINEERING FIRM #470 I TEXAS SURVEYING FIRM #10194390

Date: Jan 14, 2025, 10:53am User ID: mnooner
File: W:\Projects\7021\18\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

NOTTINGHAM ROAD

PID BOUNDARY

NOTTINGHAM ROAD

PHASE 3

PHASE 2

YORKSHIRE DRIVE

PID BOUNDARY

FUTURE DALLAS NORTH TOLLWAY

## 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 | 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 residential Lot Types developed within Phase #3.

**Table F-7**
**Development – Phase #3**

| Description | 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 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 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 $13,820,000. 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 $61,666.15.

The Assessment per dwelling unit is calculated as the product of (i) $61,666.15 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 $56,116.19 (i.e. $61,666.15 × 0.91). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $48,716.26 (i.e. $61,666.15 × 0.79). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $43,782.96 (i.e. $61,666.15 × 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 | $4,415.18 | $2.1025 | $0.4643 |
| Lot Type 2 (60 Ft) | 114 | $171,000 | $770,000 | $3,832.95 | $2.2415 | $0.4978 |
| Lot Type 3 (50 Ft) | 126 | $142,500 | $696,000 | $3,444.81 | $2.4174 | $0.4949 |

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 | $5,516.82 | $2.6271 | $0.5801 |
| Lot Type 2 (60 Ft) | 114 | $171,000 | $770,000 | $4,789.32 | $2.8008 | $0.6220 |
| Lot Type 3 (50 Ft) | 126 | $142,500 | $696,000 | $4,304.33 | $3.0206 | $0.6184 |

# 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**
**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 |
|---|---|---|---|---|---|---|---|---|---|---|
| 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
# PHASE #4 ASSESSMENT ROLL – PHASE #4 IMPROVEMENTS

**Appendix K-1**
**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 | $765,600 | $35,700 | $933,300 |
| 2 | $139,000 | $757,178 | $36,414 | $932,592 |
| 3 | $146,000 | $748,310 | $37,142 | $931,452 |
| 4 | $155,000 | $738,995 | $37,885 | $931,881 |
| 5 | $163,000 | $729,106 | $38,643 | $930,749 |
| 6 | $172,000 | $718,707 | $39,416 | $930,123 |
| 7 | $182,000 | $707,733 | $40,204 | $929,937 |
| 8 | $193,000 | $696,122 | $41,008 | $930,130 |
| 9 | $204,000 | $683,808 | $41,828 | $929,637 |
| 10 | $215,000 | $670,793 | $42,665 | $928,458 |
| 11 | $228,000 | $657,076 | $43,518 | $928,594 |
| 12 | $241,000 | $642,530 | $44,388 | $927,918 |
| 13 | $256,000 | $627,154 | $45,276 | $928,430 |
| 14 | $271,000 | $610,821 | $46,182 | $928,003 |
| 15 | $287,000 | $593,531 | $47,105 | $927,637 |
| 16 | $304,000 | $575,221 | $48,047 | $927,268 |
| 17 | $322,000 | $555,826 | $49,008 | $926,834 |
| 18 | $342,000 | $535,282 | $49,989 | $927,271 |
| 19 | $363,000 | $513,462 | $50,988 | $927,451 |
| 20 | $385,000 | $490,303 | $52,008 | $927,311 |
| 21 | $408,000 | $465,740 | $53,048 | $926,788 |
| 22 | $433,000 | $439,710 | $54,109 | $926,819 |
| 23 | $459,000 | $412,084 | $55,191 | $926,276 |
| 24 | $712,000 | $382,800 | $56,295 | $1,151,095 |
| 25 | $755,000 | $337,374 | $57,421 | $1,149,796 |
| 26 | $802,000 | $289,205 | $58,570 | $1,149,775 |
| 27 | $851,000 | $238,038 | $59,741 | $1,148,779 |
| 28 | $903,000 | $183,744 | $60,936 | $1,147,680 |
| 29 | $959,000 | $126,133 | $62,155 | $1,147,287 |
| 30 | $1,018,000 | $64,948 | $63,398 | $1,146,346 |
| **Total** | **$12,000,000** | **$15,957,337** | **$1,448,280** | **$29,405,617** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**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 | $3,109 | $145 | $3,790 |
| 2 | $564 | $3,075 | $148 | $3,787 |
| 3 | $593 | $3,039 | $151 | $3,782 |
| 4 | $629 | $3,001 | $154 | $3,784 |
| 5 | $662 | $2,961 | $157 | $3,779 |
| 6 | $698 | $2,918 | $160 | $3,777 |
| 7 | $739 | $2,874 | $163 | $3,776 |
| 8 | $784 | $2,827 | $167 | $3,777 |
| 9 | $828 | $2,777 | $170 | $3,775 |
| 10 | $873 | $2,724 | $173 | $3,770 |
| 11 | $926 | $2,668 | $177 | $3,771 |
| 12 | $979 | $2,609 | $180 | $3,768 |
| 13 | $1,039 | $2,547 | $184 | $3,770 |
| 14 | $1,100 | $2,480 | $188 | $3,768 |
| 15 | $1,165 | $2,410 | $191 | $3,767 |
| 16 | $1,234 | $2,336 | $195 | $3,765 |
| 17 | $1,307 | $2,257 | $199 | $3,763 |
| 18 | $1,389 | $2,174 | $203 | $3,765 |
| 19 | $1,474 | $2,085 | $207 | $3,766 |
| 20 | $1,563 | $1,991 | $211 | $3,765 |
| 21 | $1,657 | $1,891 | $215 | $3,763 |
| 22 | $1,758 | $1,785 | $220 | $3,763 |
| 23 | $1,864 | $1,673 | $224 | $3,761 |
| 24 | $2,891 | $1,554 | $229 | $4,674 |
| 25 | $3,066 | $1,370 | $233 | $4,669 |
| 26 | $3,257 | $1,174 | $238 | $4,669 |
| 27 | $3,455 | $967 | $243 | $4,665 |
| 28 | $3,667 | $746 | $247 | $4,660 |
| 29 | $3,894 | $512 | $252 | $4,659 |
| 30 | $4,134 | $264 | $257 | $4,655 |
| **Total** | **$48,726** | **$64,795** | **$5,881** | **$119,402** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**Phase #4 Assessment Roll – Phase #4 Improvements By Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 2 (60 Ft)** |
| **Assessment** | **$42,300.66** |
| **Equivalent Unit (2022 Revised)** | **0.79** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $465 | $2,699 | $126 | $3,290 |
| 2 | $490 | $2,669 | $128 | $3,287 |
| 3 | $515 | $2,638 | $131 | $3,283 |
| 4 | $546 | $2,605 | $134 | $3,285 |
| 5 | $575 | $2,570 | $136 | $3,281 |
| 6 | $606 | $2,533 | $139 | $3,279 |
| 7 | $642 | $2,495 | $142 | $3,278 |
| 8 | $680 | $2,454 | $145 | $3,279 |
| 9 | $719 | $2,410 | $147 | $3,277 |
| 10 | $758 | $2,365 | $150 | $3,273 |
| 11 | $804 | $2,316 | $153 | $3,273 |
| 12 | $850 | $2,265 | $156 | $3,271 |
| 13 | $902 | $2,211 | $160 | $3,273 |
| 14 | $955 | $2,153 | $163 | $3,271 |
| 15 | $1,012 | $2,092 | $166 | $3,270 |
| 16 | $1,072 | $2,028 | $169 | $3,269 |
| 17 | $1,135 | $1,959 | $173 | $3,267 |
| 18 | $1,206 | $1,887 | $176 | $3,269 |
| 19 | $1,280 | $1,810 | $180 | $3,269 |
| 20 | $1,357 | $1,728 | $183 | $3,269 |
| 21 | $1,438 | $1,642 | $187 | $3,267 |
| 22 | $1,526 | $1,550 | $191 | $3,267 |
| 23 | $1,618 | $1,453 | $195 | $3,265 |
| 24 | $2,510 | $1,349 | $198 | $4,058 |
| 25 | $2,661 | $1,189 | $202 | $4,053 |
| 26 | $2,827 | $1,019 | $206 | $4,053 |
| 27 | $3,000 | $839 | $211 | $4,050 |
| 28 | $3,183 | $648 | $215 | $4,046 |
| 29 | $3,381 | $445 | $219 | $4,044 |
| 30 | $3,589 | $229 | $223 | $4,041 |
| **Total** | **$42,301** | **$56,022** | **$4,882** | **$99,615** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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**
**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 | $2,425 | $113 | $2,957 |
| 2 | $440 | $2,399 | $115 | $2,955 |
| 3 | $463 | $2,371 | $118 | $2,951 |
| 4 | $491 | $2,341 | $120 | $2,952 |
| 5 | $516 | $2,310 | $122 | $2,949 |
| 6 | $545 | $2,277 | $125 | $2,947 |
| 7 | $577 | $2,242 | $127 | $2,946 |
| 8 | $611 | $2,205 | $130 | $2,947 |
| 9 | $646 | $2,166 | $133 | $2,945 |
| 10 | $681 | $2,125 | $135 | $2,941 |
| 11 | $722 | $2,082 | $138 | $2,942 |
| 12 | $764 | $2,036 | $141 | $2,940 |
| 13 | $811 | $1,987 | $143 | $2,941 |
| 14 | $859 | $1,935 | $146 | $2,940 |
| 15 | $909 | $1,880 | $149 | $2,939 |
| 16 | $963 | $1,822 | $152 | $2,938 |
| 17 | $1,020 | $1,761 | $155 | $2,936 |
| 18 | $1,083 | $1,696 | $158 | $2,938 |
| 19 | $1,150 | $1,627 | $162 | $2,938 |
| 20 | $1,220 | $1,553 | $165 | $2,938 |
| 21 | $1,293 | $1,476 | $168 | $2,936 |
| 22 | $1,372 | $1,393 | $171 | $2,936 |
| 23 | $1,454 | $1,306 | $175 | $2,935 |
| 24 | $2,256 | $1,213 | $178 | $3,647 |
| 25 | $2,392 | $1,069 | $182 | $3,643 |
| 26 | $2,541 | $916 | $186 | $3,643 |
| 27 | $2,696 | $754 | $189 | $3,639 |
| 28 | $2,861 | $582 | $193 | $3,636 |
| 29 | $3,038 | $400 | $197 | $3,635 |
| 30 | $3,225 | $206 | $201 | $3,632 |
| **Total** | **$38,017** | **$50,554** | **$4,588** | **$93,160** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Improvements. Interest is calculated using an interest rate of 6.38% 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
# PHASE #4 ASSESSMENT ROLL – PHASE #4 ADDITONAL PROJECTS

**Appendix K-2**
**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 | $20,000 | $125,903 | $10,200 | $156,103 |
| 2 | $21,000 | $124,627 | $10,404 | $156,031 |
| 3 | $22,000 | $123,287 | $10,612 | $155,899 |
| 4 | $24,000 | $121,883 | $10,824 | $156,707 |
| 5 | $25,000 | $120,352 | $11,041 | $156,393 |
| 6 | $27,000 | $118,757 | $11,262 | $157,019 |
| 7 | $29,000 | $117,034 | $11,487 | $157,521 |
| 8 | $30,000 | $115,184 | $11,717 | $156,901 |
| 9 | $32,000 | $113,270 | $11,951 | $157,221 |
| 10 | $34,000 | $111,229 | $12,190 | $157,418 |
| 11 | $37,000 | $109,059 | $12,434 | $158,493 |
| 12 | $39,000 | $106,699 | $12,682 | $158,381 |
| 13 | $41,000 | $104,211 | $12,936 | $158,147 |
| 14 | $44,000 | $101,595 | $13,195 | $158,790 |
| 15 | $47,000 | $98,788 | $13,459 | $159,246 |
| 16 | $50,000 | $95,789 | $13,728 | $159,517 |
| 17 | $53,000 | $92,599 | $14,002 | $159,601 |
| 18 | $57,000 | $89,218 | $14,282 | $160,500 |
| 19 | $60,000 | $85,581 | $14,568 | $160,149 |
| 20 | $64,000 | $81,753 | $14,859 | $160,612 |
| 21 | $68,000 | $77,670 | $15,157 | $160,826 |
| 22 | $73,000 | $73,331 | $15,460 | $161,791 |
| 23 | $76,394 | $68,674 | $15,769 | $160,837 |
| 24 | $118,000 | $63,800 | $16,084 | $197,884 |
| 25 | $125,000 | $56,272 | $16,406 | $197,678 |
| 26 | $133,000 | $48,297 | $16,734 | $198,031 |
| 27 | $142,000 | $39,811 | $17,069 | $198,880 |
| 28 | $151,000 | $30,752 | $17,410 | $199,162 |
| 29 | $161,000 | $21,118 | $17,758 | $199,876 |
| 30 | $170,000 | $10,846 | $18,114 | $198,960 |
| **Total** | **$1,973,394** | **$2,647,385** | **$413,794** | **$5,034,573** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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**
**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 | $81 | $511 | $41 | $634 |
| 2 | $85 | $506 | $42 | $634 |
| 3 | $89 | $501 | $43 | $633 |
| 4 | $97 | $495 | $44 | $636 |
| 5 | $102 | $489 | $45 | $635 |
| 6 | $110 | $482 | $46 | $638 |
| 7 | $118 | $475 | $47 | $640 |
| 8 | $122 | $468 | $48 | $637 |
| 9 | $130 | $460 | $49 | $638 |
| 10 | $138 | $452 | $49 | $639 |
| 11 | $150 | $443 | $50 | $644 |
| 12 | $158 | $433 | $51 | $643 |
| 13 | $166 | $423 | $53 | $642 |
| 14 | $179 | $413 | $54 | $645 |
| 15 | $191 | $401 | $55 | $647 |
| 16 | $203 | $389 | $56 | $648 |
| 17 | $215 | $376 | $57 | $648 |
| 18 | $231 | $362 | $58 | $652 |
| 19 | $244 | $348 | $59 | $650 |
| 20 | $260 | $332 | $60 | $652 |
| 21 | $276 | $315 | $62 | $653 |
| 22 | $296 | $298 | $63 | $657 |
| 23 | $310 | $279 | $64 | $653 |
| 24 | $479 | $259 | $65 | $804 |
| 25 | $508 | $228 | $67 | $803 |
| 26 | $540 | $196 | $68 | $804 |
| 27 | $577 | $162 | $69 | $808 |
| 28 | $613 | $125 | $71 | $809 |
| 29 | $654 | $86 | $72 | $812 |
| 30 | $690 | $44 | $74 | $808 |
| **Total** | **$8,013** | **$10,750** | **$1,680** | **$20,443** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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 J-2**
**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 | $71 | $444 | $36 | $550 |
| 2 | $74 | $439 | $37 | $550 |
| 3 | $78 | $435 | $37 | $550 |
| 4 | $85 | $430 | $38 | $552 |
| 5 | $88 | $424 | $39 | $551 |
| 6 | $95 | $419 | $40 | $553 |
| 7 | $102 | $413 | $40 | $555 |
| 8 | $106 | $406 | $41 | $553 |
| 9 | $113 | $399 | $42 | $554 |
| 10 | $120 | $392 | $43 | $555 |
| 11 | $130 | $384 | $44 | $559 |
| 12 | $137 | $376 | $45 | $558 |
| 13 | $145 | $367 | $46 | $557 |
| 14 | $155 | $358 | $47 | $560 |
| 15 | $166 | $348 | $47 | $561 |
| 16 | $176 | $338 | $48 | $562 |
| 17 | $187 | $326 | $49 | $563 |
| 18 | $201 | $314 | $50 | $566 |
| 19 | $212 | $302 | $51 | $565 |
| 20 | $226 | $288 | $52 | $566 |
| 21 | $240 | $274 | $53 | $567 |
| 22 | $257 | $258 | $54 | $570 |
| 23 | $269 | $242 | $56 | $567 |
| 24 | $416 | $225 | $57 | $698 |
| 25 | $441 | $198 | $58 | $697 |
| 26 | $469 | $170 | $59 | $698 |
| 27 | $501 | $140 | $60 | $701 |
| 28 | $532 | $108 | $61 | $702 |
| 29 | $568 | $74 | $63 | $705 |
| 30 | $599 | $38 | $64 | $701 |
| **Total** | **$6,956** | **$9,332** | **$1,459** | **$17,747** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Projects. Interest is calculated using an interest rate of 6.38% 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**
**Phase #4 Assessment Roll – Phase #4 Additional Projects By Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 3 (50 Ft)** |
| **Assessment** | **$6,251.88** |
| **Equivalent Unit (2025 Revised)** | **0.71** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $63 | $399 | $32 | $495 |
| 2 | $67 | $395 | $33 | $494 |
| 3 | $70 | $391 | $34 | $494 |
| 4 | $76 | $386 | $34 | $496 |
| 5 | $79 | $381 | $35 | $495 |
| 6 | $86 | $376 | $36 | $497 |
| 7 | $92 | $371 | $36 | $499 |
| 8 | $95 | $365 | $37 | $497 |
| 9 | $101 | $359 | $38 | $498 |
| 10 | $108 | $352 | $39 | $499 |
| 11 | $117 | $346 | $39 | $502 |
| 12 | $124 | $338 | $40 | $502 |
| 13 | $130 | $330 | $41 | $501 |
| 14 | $139 | $322 | $42 | $503 |
| 15 | $149 | $313 | $43 | $505 |
| 16 | $158 | $303 | $43 | $505 |
| 17 | $168 | $293 | $44 | $506 |
| 18 | $181 | $283 | $45 | $508 |
| 19 | $190 | $271 | $46 | $507 |
| 20 | $203 | $259 | $47 | $509 |
| 21 | $215 | $246 | $48 | $510 |
| 22 | $231 | $232 | $49 | $513 |
| 23 | $242 | $218 | $50 | $510 |
| 24 | $374 | $202 | $51 | $627 |
| 25 | $396 | $178 | $52 | $626 |
| 26 | $421 | $153 | $53 | $627 |
| 27 | $450 | $126 | $54 | $630 |
| 28 | $478 | $97 | $55 | $631 |
| 29 | $510 | $67 | $56 | $633 |
| 30 | $539 | $34 | $57 | $630 |
| **Total** | **$6,252** | **$8,387** | **$1,311** | **$15,950** |

[1]Represents the principal and interest due under the Reimbursement Agreement related to Phase #4 Additional Project Interest is calculated using an interest rate of 6.38% 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.

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: | Karla Stovall |
| Date: | May 13, 2025 |
| Re: | Cambridge Crossing Resolution Approving Amended and Restated PID Reimbursement agreement |

**Action Requested:**
Consider and act upon a Resolution approving and authorizing the Mayor to execute the Amended and Restated PID Reimbursement Agreement with Cambridge Crossing Public Improvement District and resolving other related matters. (Bromiley)

**Background Information:**
The Amended and Restated PID Reimbursement Agreement with Cambridge Crossing Public Improvement District provides for a reimbursement of costs to Tollway/Outer Loop, L.P. The Service and Assessment Plan (SAP) approved by City Council during the public hearing portion of May 13, 2025, established the cost of the authorized improvements to Cambridge Crossing PID.

The Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the actual costs associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID.

Until such time as bonds secured by the assessment revenues are issued in the future, the collected assessment revenues will be deposited into an improvement assessment fund and used to reimburse the Developer and its assigns, pursuant to a completed Reimbursement Payment Request.

At such time as the City issues Cambridge Crossing PID Bonds, any remaining amounts due under

the reimbursement agreement are expected to be paid from the proceeds of such future Bonds in order to satisfy the obligation to the Developer.

**Legal Review:**
Legal review has been completed.

**Supporting Documents:**
1. Cambridge Crossing PID Reimbursment Agreement Presentation
2. Cambridge Crossing PID 2025 - Resolution Approving Amended and Restated Reimbursement Agreement

**Financial Consideration:**
Establishes a reimbursement agreement with the Developer.

**Staff Recommendation:**
Staff recommends approval.

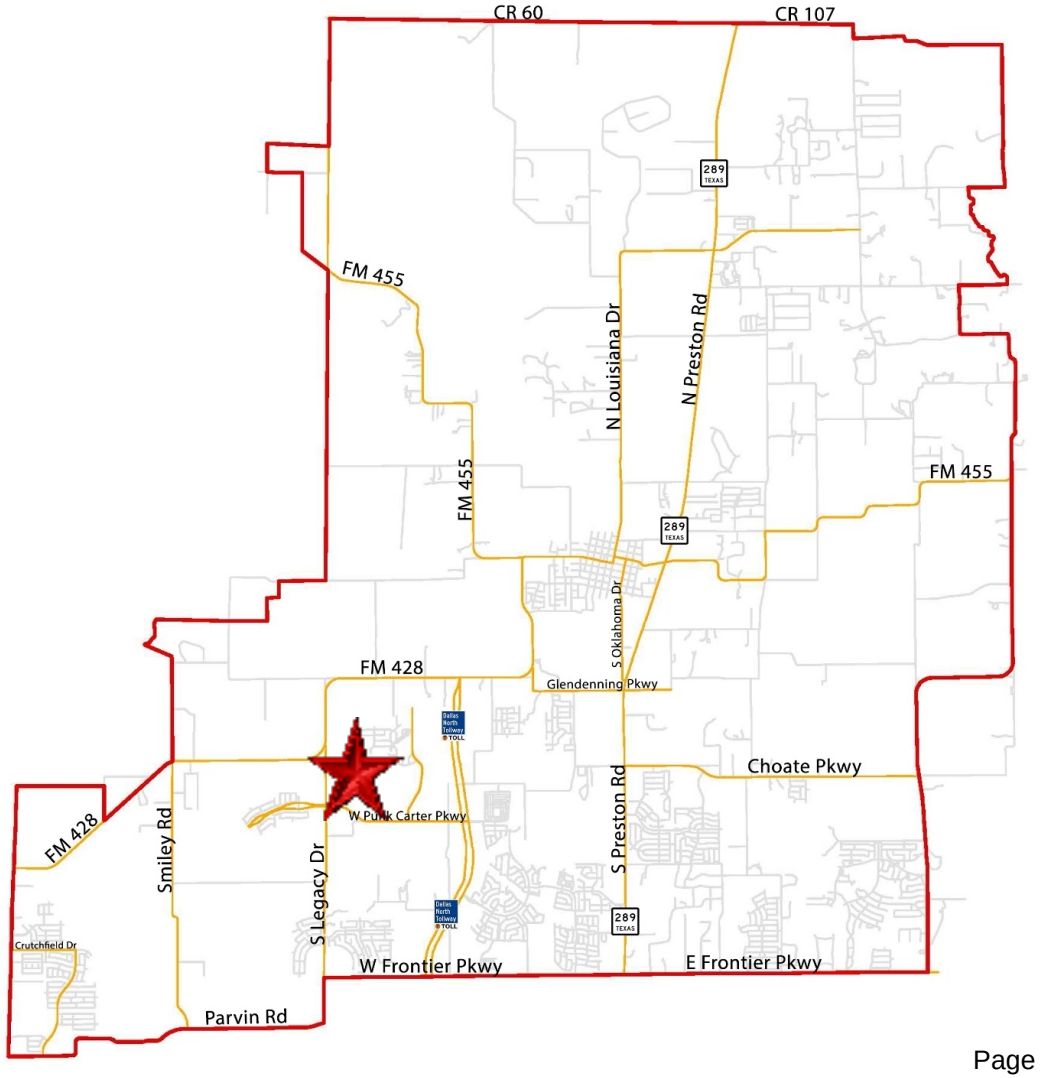
# CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT

## REIMBURSEMENT AGREEMENT

City Council Meeting
May 13, 2025

# CAMBRIDGE CROSSING PID

- Established February 28, 2017
- Located in southwest Celina along Legacy Dr and Punk Carter Pkway
- Proposed development:  1,534 units



# CAMBRIDGE CROSSING PID

- Service and Assessment Plan (SAP) approved by City Council during the public hearing portion of the May 13, 2025.

- The Amended and Restated PID Reimbursement agreement are the final steps in the process for the Cambridge Crossing PID assessment collection.

# CAMBRIDGE CROSSING PID

- A Reimbursement agreement provides for a payment to reimburse Developer and its assigns for the approved improvements costs, previously advanced by the Developer.

- At such time as the City Cambridge Crossing PID Bonds, any remaining amounts due under the reimbursement agreement are expected to be paid from the proceeds of such future Bonds in order to satisfy the obligation to the Developer.

# RECOMMENDATION

- Staff recommends approval.

**CITY OF CELINA, TEXAS**

**RESOLUTION NO. 2025-__**

**A RESOLUTION OF THE CITY OF CELINA, TEXAS, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN "AMENDED AND RESTATED PID REIMBURSEMENT AGREEMENT CAMBRIDGE CROSSING PUBLIC IMPROVEMENT DISTRICT" BETWEEN THE CITY OF CELINA, TEXAS, AND TOLLWAY/OUTER LOOP, L.P., A TEXAS LIMITED PARTNERSHIP**

**WHEREAS**, on February 28, 2017 the City Council (the "City Council") of the City of Celina, Texas (the "City") adopted Resolution No. 2017-10R creating the Cambridge Crossing Public Improvement District (the "PID") in accordance with Chapter 372, Texas Local Government Code, as amended; and

**WHEREAS**, the City desires to approve the "Amended and Restated PID Reimbursement Agreement Cambridge Crossing Public Improvement District " by and between the City and Tollway/Outer Loop, L.P., a Texas limited partnership (the "Developer"), to be effective May 13, 2025 (the "Reimbursement Agreement"); and

**WHEREAS**, the Reimbursement Agreement satisfies the requirements of Section 372.023 of the Public Improvement District Assessment Act, Texas Local Government Code, Chapter 372, as amended, and is an appropriate method of reimbursement for the actual costs associated with the construction and development of the Authorized Improvements (as defined in the Reimbursement Agreement) within the PID; and

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

SECTION 1. The findings and premises contained in the preamble above are hereby deemed to be true and correct and incorporated herein.

SECTION 2. The Reimbursement Agreement, in a form substantially similar to the agreement attached hereto as **Exhibit A** is hereby approved and the Mayor is authorized to execute such Reimbursement Agreement on behalf of the City.

SECTION 3. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of page intentionally left blank; signature page follows*]

**ADOPTED, PASSED, AND APPROVED** on this the 13th day of May, 2025.

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

**EXHIBIT A**

**REIMBURSEMENT AGREEMENT**

**Amended and Restated PID Reimbursement Agreement**
**Cambridge Crossing Public Improvement District**

This Amended and Restated PID Reimbursement Agreement – Cambridge Crossing Public Improvement District (this "Agreement") is entered into by Tollway/Outer Loop, L.P., a Texas limited partnership (the "Developer") and the City of Celina, Texas (the "City"), to be effective May 13, 2025 (the "Effective Date"). The Developer and the City are individually referred to as a "Party" and collectively as the "Parties."

SECTION 1. RECITALS

1.1 WHEREAS**,** capitalized terms used in this Agreement shall have the meanings given to them in Section 2;

1.2 WHEREAS, unless otherwise defined: (1) all references to "sections" shall mean sections of this Agreement; (2) all references to "exhibits" shall mean exhibits to this Agreement which are incorporated as part of this Agreement for all purposes; and (3) all references to "ordinances" or "resolutions" shall mean ordinances or resolutions adopted by the City Council;

1.3 WHEREAS, the Developer is a Texas limited partnership;

1.4 WHEREAS, the City is a Texas home-rule municipality;

1.5 WHEREAS, on February 28, 2017, the City Council passed and approved the PID Creation Resolution authorizing the creation of the PID pursuant to the authority of the Act, covering approximately 484.074 contiguous acres within the City's corporate limits and which land is described in the PID Creation Resolution;

1.6 WHEREAS, on August 14, 2018, the City Council passed and approved an Assessment Ordinance (the "Phase #1 Assessment Ordinance") levying Assessments against Assessed Property within Phase #1 of the PID for the Phase #1 Initial Projects in accordance with the Phase #1 Assessment Roll;

1.7 WHEREAS, on August 14, 2018, the City Council also passed and approved an Assessment Ordinance (the "Phases #2-7 Major Improvement Area Assessment Ordinance") levying Assessments against the Phases #2-7 Major Improvement Area Assessed Property within Phases #2-7 of the PID for the Phases #2-7 Major Improvement Area Projects in accordance with the Phases #2-7 Major Improvement Area Assessment Roll;

1.8 WHEREAS, on June 14, 2022, the City Council passed and approved an Assessment Ordinance (the "Phase #2 Assessment Ordinance") levying Assessments against Assessed Property within Phase #2 of the PID for the Phase #2 Improvements in accordance with the Phases #2 Assessment Roll;

1.9 WHEREAS, on February 14, 2023, the City Council passed and approved an Assessment Ordinance (the "Phase #3 Improvements Assessment Ordinance") levying Assessments against Assessed Property within Phase #3 of the District for the Phase #3 Improvements in accordance with the Phases #3 Assessment Roll – Phase #3 Improvements;

1.10 WHEREAS, on February 14, 2023, the City Council also passed and approved an Assessment Ordinance (the "Phase #3 Additional Projects Assessment Ordinance") levying Assessments against Assessed Property within Phase #3 of the PID for the Phase #3 Additional Projects in accordance with the Phases #3 Assessment Roll – Phase #3 Additional Projects;

1.11 WHEREAS, on May 13, 2025, the City Council passed and approved an Assessment Ordinance (the "Phase #4 Improvements Assessment Ordinance") levying Assessments against Assessed Property within Phase #4 of the PID for the Phase #4 Improvements in accordance with the Phases #4 Assessment Roll – Phase #4 Improvements;

1.12 WHEREAS, on May 13, 2025, the City Council also passed and approved an Assessment Ordinance (the "Phase #4 Additional Projects Assessment Ordinance") levying Assessments against Assessed Property within Phase #4 of the PID for the Phase #4 Additional Projects in accordance with the Phases #4 Assessment Roll – Phase #4 Additional Projects;

1.13 WHEREAS, the City Council expects to pass and approve additional Assessment Ordinances related to other phases of development in the PID in the future as such phases are developed;

1.14 WHEREAS, each Assessment Ordinance approves the SAP, including each Assessment Roll attached thereto;

1.15 WHEREAS, the SAP identifies Authorized Improvements to be designed, constructed, and installed by or at the direction of the Parties that confer a special benefit on the Assessed Property;

1.16 WHEREAS, the SAP sets forth the Actual Costs of the Authorized Improvements;

1.17 WHEREAS, the Assessed Property is being developed in "Phases";

1.18 WHEREAS, this Agreement shall apply to all Phases and no additional reimbursement agreement shall be required for Future Phases;

1.19 WHEREAS, the SAP determines and apportions the Actual Costs of the Authorized Improvements to the Assessed Property, which Actual Costs represent the special benefit that the Authorized Improvements confer upon the Assessed Property as required by the Act;

1.20 WHEREAS, the City has levied or expects to levy Assessments for a portion of the Actual Costs of the Authorized Improvements against the Assessed Property in the amounts set forth on each Assessment Roll attached to the SAP and approved by an Assessment Ordinance;

1.21 WHEREAS, Assessments, including the Annual Installments thereof, are or will be due and payable as described in the SAP;

1.22 WHEREAS, Assessments, including the Annual Installments thereof, shall be billed and collected by the City or its designee;

1.23 WHEREAS, the Parties agree the City's obligations to reimburse the Developer for costs paid related to the Authorized Improvements constructed for the benefit of a Future Phase of development shall (1) only be paid from the Assessments and/or Annual Installments collected from Assessed Property within such Phase, (2) are contingent upon the City levying such Assessments, and (3) will not be due and owing unless and until the City levies such Assessments;

1.24 WHEREAS, Assessment Revenue from the collection of Assessments, including the Annual Installments thereof, shall be deposited (1) as provided in the applicable Bond Indenture if PID Bonds secured by such Assessments are issued, or (2) into the PID Reimbursement Fund if no such PID Bonds are issued or none of such PID Bonds remain outstanding;

1.25 WHEREAS, Bond Proceeds shall be deposited as provided in the applicable Bond Indenture;

1.26 WHEREAS, the PID Project Fund related to each series of PID Bonds shall only be used in the manner set forth in the applicable Bond Indenture;

1.27 WHEREAS, this Agreement is a "reimbursement agreement" authorized by Section 372.023(d)(1) of the Act;

1.28 WHEREAS, the foregoing RECITALS: (1) are part of this Agreement for all purposes; (2) are true and correct; and (3) each Party has relied upon such Recitals in entering into this Agreement; and

1.29 WHEREAS, all resolutions and ordinances referenced in this Agreement (e.g., the PID Creation Resolution and each Assessment Ordinance), together with all other documents referenced in this Agreement (e.g., the SAP and each Bond Indenture), are incorporated as part of this Agreement for all purposes as if such resolutions, ordinances, and other documents were set forth in their entirety in or as exhibits to this Agreement.

NOW THEREFORE, for and in consideration of the mutual obligations of the Parties set forth in this Agreement, the Parties agree as follows:

## SECTION 2. DEFINITIONS

2.1 "Act" is defined as Chapter 372, Texas Local Government Code, as amended.

2.2 "Actual Costs" are defined in the SAP.

2.3 "Additional Major Improvements" is defined in the SAP.

2.4 "Administrative Expenses" are defined in the SAP.

2.5 "Administrator" is defined in the SAP.

2.6 "Agreement" is defined in the introductory paragraph.

2.7 "Annual Installment" is defined in the SAP.

2.8 "Applicable Laws" means the Act and all other laws or statutes, rules, or regulations of the State of Texas or the United States, as the same may be amended, by which the City and its powers, securities, operations, and procedures are, or may be, governed or from which its powers may be derived.

2.9 "Assessed Property" is defined in the SAP.

2.10 "Assessment" is defined in the SAP.

2.11 "Assessment Ordinance" is defined in the SAP.

2.12 "Assessment Revenue" means the revenues actually received by or on behalf of the City from any one or more of the following: (i) an Assessment levied against Assessed Property, or Annual Installment payment thereof, including any interest on such Assessment or Annual Installment thereof during any period of delinquency, (ii) a Prepayment, and (iii) Foreclosure Proceeds.

2.13 "Assessment Roll" is defined in the SAP.

2.14 "Authorized Improvements" are defined in the SAP.

2.15 "Bond Indenture" means the applicable trust indenture pursuant to which PID Bonds are issued.

2.16 "Bond Proceeds" mean the proceeds derived from the issuance and sale of a series of PID Bonds that are deposited and made available to pay Actual Costs in accordance with the applicable Bond Indenture.

2.17 "Certificate for Payment" means a certificate (substantially in the form of Exhibit A or as otherwise approved by the Developer and a City Representative) executed by a representative of the Developer and approved by a City Representative, delivered to a City Representative (and/or, if applicable, to the trustee named in any applicable Bond Indenture), specifying the work performed and the amount charged (including materials and labor costs) for Actual Costs, and requesting payment of such amount from the appropriate fund or funds. Each certificate shall include supporting documentation in the standard form for City construction projects and evidence that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City.

2.18 "City" is defined in the introductory paragraph.

2.19 "City Council" means the governing body of the City.

2.20 "City Representative" means any person authorized by the City Council to undertake the actions referenced herein.

2.21 "Closing Disbursement Request" means a request in the form of Exhibit B or as otherwise approved by the Parties.

2.22 "Default" is defined in Section 4.8.1.

2.23 "Delinquent Collection Costs" are defined in the SAP.

2.24 "Developer" is defined in the introductory paragraph.

2.25 "Developer Advances" mean advances made by the Developer to pay Actual Costs.

2.26 "Developer Continuing Disclosure Agreement" means any Continuing Disclosure Agreement of the Developer executed contemporaneously with the issuance and sale of PID Bonds.

2.27 "Developer Improvement Account" means an account of the PID Project Fund which may be created and established under a Bond Indenture relating to a specific series of PID Bonds

(and segregated from all other funds contained in the PID Project Fund) into which the City deposits, or directs the applicable trustee to deposit, any funds received from the Developer as required under such Bond Indenture.

2.28 "Development Agreement" is defined as the *Development Agreement (Cambridge Crossing)* between the Developer and the City effective February 28, 2017, as amended by that *First Amendment to Development Agreement (Cambridge Crossing)* between the Developer and the City effective May 8, 2018.

2.29 "Effective Date" is defined in the introductory paragraph.

2.30 "Failure" is defined in Section 4.8.1.

2.31 "Future Phases" is defined in the SAP.

2.32 "Maturity Date" is the date one year after the last Annual Installment is collected.

2.33 "Party" and "Parties" are defined in the introductory paragraph.

2.34 "Phase" is defined in the SAP.

2.35 "Phase #1" is defined in the SAP.

2.36 "Phase #1 Assessment Ordinance" is defined in Section 1.6.

2.37 "Phase #1 Assessment Roll" is defined in the SAP.

2.38 "Phase #1 Initial Projects" is defined in the SAP.

2.39 "Phase #2" is defined in the SAP.

2.40 "Phase #2 Assessment Ordinance" is defined in Section 1.8.

2.41 "Phase #2 Assessment Roll" is defined in the SAP.

2.42 "Phase #2 Improvements" is defined in the SAP.

2.43 "Phase #3" is defined in the SAP.

2.44 "Phase #3 Additional Projects Assessment Ordinance" is defined in Section 1.10.

2.45 "Phase #3 Assessment Roll – Phase #3 Improvements" is defined in the SAP.

2.46 "Phase #3 Improvements" is defined in the SAP.

2.47 "Phase #3 Improvements Assessment Ordinance" is defined in Section 1.9.

2.48 "Phase #3 Assessment Roll – Phase #3 Additional Projects" is defined in the SAP.

2.49 "Phase #3 Assessment Roll – Phase #3 Improvements" is defined in the SAP.

2.50 "Phase #4" is defined in the SAP.

2.51 "Phase #4 Additional Projects Assessment Ordinance" is defined in Section 1.12.

2.52 "Phase #4 Assessment Roll – Phase #4 Additional Projects" is defined in the SAP.

2.53 "Phase #4 Assessment Roll – Phase #4 Improvements" is defined in the SAP.

2.54 "Phase #4 Improvements" is defined in the SAP.

2.55 "Phase #4 Improvements Assessment Ordinance" is defined in Section 1.11.

2.56 "Phase #4 Assessment Roll – Phase #4 Additional Projects" is defined in the SAP.

2.57 "Phase #4 Assessment Roll – Phase #4 Improvements" is defined in the SAP.

2.58 "Phased PID Bonds" has the meaning assigned to it in the Phases #2-7 Major Improvement Bond Indenture.

2.59 "Phases #2-7 Major Improvement Area Assessed Property" is defined in the SAP.

2.60 "Phases #2-7 Major Improvement Area Assessment Ordinance" is defined in Section 1.7.

2.61 "Phases #2-7 Major Improvement Area Assessment Roll" is defined in the SAP.

2.62 "Phases #2-7 Major Improvement Area Projects" is defined in the SAP.

2.63 "Phases #2-7 Major Improvement Bond Indenture" means that Bond Indenture related to the City's Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phases #2-7 Major Improvement Project).

2.64 "Phases #2-7 Major Improvement Bond Trustee" means the Trustee as defined in the Phases #2-7 Major Improvement Bond Indenture.

2.65 "PID" is defined as the Cambridge Crossing Public Improvement District created by the PID Creation Resolution.

2.66 "PID Bonds" are defined in the SAP.

2.67 "PID Bond Reimbursement Fund" means a fund which may be established by the City under a Bond Indenture related to a specific series of PID Bonds (and segregated from all other funds of the City) into which the City transfers Assessments Revenues from the applicable PID Pledged Revenue Fund for the purpose of paying amounts due under this Agreement and/or Actual Costs of Authorized Improvements that are not paid from Bond Proceeds deposited in the applicable account of the PID Project Fund in accordance with each applicable Bond Indenture related to a series of PID Bonds issued and still outstanding

2.68 "PID Creation Resolution" is defined as Resolution No. 2017-10R passed and approved by the City Council on February 28, 2017.

2.69 "PID Pledged Revenue Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under each Bond Indenture relating to a specific series of PID Bonds (and segregated from all other funds of the City) into which the City

deposits Assessment Revenue in accordance with and as required by such applicable Bond Indenture.

2.70 "PID Project Fund" means, collectively, the fund, including all accounts created within such fund, established by the City under a Bond Indenture relating to a specific series of PID Bonds (and segregated from all other funds of the City) into which the City deposits Bond Proceeds as described in and in the amounts required by such Bond Indenture.

2.71 "PID Reimbursement Fund" means the fund established by the City under this Agreement (and segregated from all other funds of the City) into which the City deposits Assessment Revenue related to a Phase of development if not deposited into the PID Pledged Revenue Fund or the PID Bond Reimbursement Fund.

2.72 "Prepayment" means the payment of all or a portion of an Assessment before the due date thereof.

2.73 "Reimbursement Agreement Balance" is defined in Section 3.3.

2.74 "SAP" is defined as the *Cambridge Crossing Public Improvement District Service and Assessment Plan* originally approved on August 14, 2018, as the same may be updated or amended by the City Council in accordance with the Act.

2.75 "Transfer" and "Transferee" are defined in Section 4.11.

SECTION 3. FUNDING AUTHORIZED IMPROVEMENTS

3.1 Fund Deposits. Until PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit into the PID Reimbursement Fund all Assessment Revenue consisting of: (1) revenue collected from the payment of Assessments (including pre-payments and amounts received from the foreclosure of liens but excluding costs and expenses related to collection); and (2) revenue collected from the payment of Annual Installments (excluding Administrative Expenses and Delinquent Collection Costs). Funds in the PID Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements or all or any portion of the Reimbursement Agreement Balance in accordance with this Agreement. Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall bill, collect, and immediately deposit all Assessment Revenue securing such series of PID Bonds in the manner set forth in the applicable Bond Indenture; and if applicable, the City shall

continue to deposit all Assessment Revenue not securing a series of PID Bonds into the PID Reimbursement Fund.

Once PID Bonds payable from Assessment Revenues collected from a specific Phase of the development are issued, the City shall also deposit Bond Proceeds and any other funds authorized or required by the applicable Bond Indenture into the funds established by such Bond Indenture in the manner set forth in such Bond Indenture. Annual Installments shall be billed and collected by the City (or by any person, entity, or governmental agency permitted by law) in the same manner and at the same time as City ad valorem taxes are billed and collected. Funds in the PID Project Fund shall only be used in accordance with the applicable Bond Indenture; provided that funds disbursed from the applicable PID Project Fund pursuant to Section 3.5 below shall be made first from Bond Proceeds held in the applicable accounts within such PID Project Fund until such accounts are fully depleted and then from the Developer Improvement Account of the applicable PID Project Fund, if applicable. Funds in the PID Bond Reimbursement Fund shall only be used to pay Actual Costs of the Authorized Improvements not paid from the PID Project Fund in accordance with the applicable Bond Indenture. Notwithstanding any other provision in this Agreement, the Actual Costs of Authorized Improvements within each Phase shall be paid from: (1) the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements, or (2) net Bond Proceeds or other amounts deposited in an account of the PID Project Fund created under a Bond Indenture related to such PID Bonds secured by the Assessment Revenue collected solely from Assessments levied on the property within such Phase benefitting from such Authorized Improvements. The City will take and pursue all actions permissible under Applicable Laws to cause the Assessments to be collected and the liens related to such Assessments to be enforced continuously, in the manner and to the maximum extent permitted by the Applicable Laws, and, to the extent permitted by Applicable Laws, to cause no reduction, abatement or exemption in the Assessments for so long as any PID Bonds are outstanding or a Reimbursement Agreement Balance remains outstanding. The City shall determine or cause to be determined, no later than February 15 of each year whether any Annual Installment is delinquent. If a delinquency exists, then the City will order and cause to be commenced as soon as practicable any and all appropriate and legally permissible actions to obtain such Annual Installment, and any delinquent charges and interest thereon, including diligently prosecuting an action to foreclose

the currently delinquent Annual Installment. Notwithstanding the foregoing, the City shall not be required under any circumstances to purchase or make payment for the purchase of the delinquent Assessment or the corresponding Assessed Property or to use any City funds, revenues, taxes, income, or property other than moneys collected from the Assessments except as set forth in the Development Agreement. Once PID Bonds are issued, the applicable Bond Indenture shall control in the event of any conflict with this Agreement.

3.2 Payment of Actual Costs. If PID Bonds are not issued (or prior to such issuance) to pay Actual Costs of Authorized Improvements, the Developer may elect to make Developer Advances to pay Actual Costs. If PID Bonds are issued, the Bond Proceeds shall be used in the manner provided in the applicable Bond Indenture; and, except as may be required under the Development Agreement and/or an applicable Bond Indenture, the Developer shall have no obligation to make Developer Advances for the related Authorized Improvements unless the Bond Proceeds, together with any other funds in the PID Project Fund or PID Reimbursement Fund, are insufficient to pay the Actual Costs of such Authorized Improvements, in which case the Developer shall make Developer Advances to pay the deficit in the amount necessary to complete construction of the Authorized Improvements. If Developer Advances are required in connection with the issuance of a series of PID Bonds, then such Developer Advances may be reduced by the amount of payments of Actual Costs of the Authorized Improvements (or portions thereof) to be financed by such PID Bonds that the Developer has previously paid if (1) the Developer submits to the City all information related to such costs that would be required by a Closing Disbursement Request at least five (5) days prior to the scheduled closing date of such PID Bonds, and (2) the City approves such Actual Costs in writing. The Developer shall also make Developer Advances to pay for cost overruns (after applying cost savings). The lack of Bond Proceeds or other funds in the PID Project Fund shall not diminish the obligation of the Developer to pay Actual Costs of the Authorized Improvements.

3.3 Payment of Reimbursement Agreement Balance. The City agrees to pay to the Developer, and the Developer shall be entitled to receive payments from the City, until the Maturity Date, for amounts shown on each approved Certificate for Payment (which amounts include only Actual Costs paid by or at the direction of the Developer) plus: (1) simple interest on the unpaid principal balance at the rate of five percent (5%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council

and reported in the month before the date the obligation is incurred (which date is the same date the City Council passes and approves the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years one through five beginning on the date each Certificate for Payment is delivered to the City Representative; and (2) simple interest on the unpaid principal balance at the rate of two percent (2%) above the highest average index rate for tax-exempt bonds reported in a daily or weekly bond index approved by the City Council and reported in the month before the date the obligation is incurred (which date is the same date the City Council passes and approves the Assessment Ordinance levying the Assessments from which the Reimbursement Agreement Balance, or a portion thereof, shall be paid) for years six and later (the unpaid principal balance, together with accrued but unpaid interest, owed the Developer for all Certificates for Payment is referred to as the "Reimbursement Agreement Balance"); provided, however, upon the issuance of PID Bonds, the interest rate due and unpaid on amounts shown on each approved Certificate for Payment to be paid to the Developer shall be the lower of: (1) the interest rate on the applicable series of PID Bonds issued to finance the costs of the Authorized Improvements for which the Certificate for Payment was filed, or (2) the interest rate approved by the City Council in the Assessment Ordinance levying the Assessments from which such PID Bonds shall be paid. The interest rates set forth in this section have been approved by the City Council and are authorized by the Act. The principal amount of each portion of the Reimbursement Agreement Balance to be paid under each Assessment Ordinance, and the interest rate for such portion of the Reimbursement Agreement Balance, is shown on Schedule I attached to this Agreement and incorporated as a part of this Agreement for all purposes. As the City passes and approves additional Assessment Ordinances and/or issues PID Bonds, the City shall approve an updated Schedule I to this Agreement as part of the updated or amended SAP. Such updated Schedule I attached to the SAP shall automatically be incorporated as part of this Agreement for all purposes as if attached hereto without any further action from the Parties.

The Reimbursement Agreement Balance is payable solely from: (1) the PID Reimbursement Fund if no PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance, or (2) from Bond Proceeds and the PID Bond Reimbursement Fund, if applicable, if PID Bonds are issued for the purpose of paying the Authorized Improvements related to such Reimbursement Agreement Balance. No other City funds,

revenues, taxes, income, or property shall be used even if the Reimbursement Agreement Balance is not paid in full by the Maturity Date. Payments made from Bond Proceeds deposited in the PID Project Fund and payments made from the PID Bond Reimbursement Fund, if applicable, shall be made in the manner set forth in the applicable Bond Indenture.

So long as no PID Bonds are issued and the City has received and approved a Certification for Payment, the City shall make a payment to the Developer from the PID Reimbursement Fund for an amount of the Reimbursement Agreement Balance at least annually, and no later than sixty (60) days after the date payment of the Annual Installments are due, not to exceed the Assessment Revenue collected, and payable to the City. In the event that a Prepayment of an Assessment is made prior to the issuance of PID Bonds, the City shall remit payment to the Developer of an amount of the Reimbursement Agreement Balance then due and payable not to exceed the Assessment Revenue related to such Prepayment from the Assessment Revenue deposited into the PID Reimbursement Fund within sixty (60) days after the Prepayment is made. Payments made from the PID Reimbursement Fund toward any outstanding Reimbursement Agreement Balance shall first be applied to unpaid interest on such Reimbursement Agreement Balance owed to the Developer, and second to unpaid principal of the Reimbursement Agreement Balance owed to the Developer. Each payment from the PID Reimbursement Fund shall be accompanied by an accounting that certifies the Reimbursement Agreement Balance as of the date of the payment and that itemizes all deposits to and disbursements from the fund since the last payment.

Approval of a Certificate for Payment and all payments under this Agreement are predicated on: (1) the Developer constructing and installing, or the City acquiring (if applicable), the Authorized Improvements (or portion thereof) shown on each Certificate for Payment as required under the Development Agreement, (2) the Developer providing the necessary supporting documentation in the standard form for City construction projects, and (3) the City's inspection of each Authorized Improvement (or portion thereof) covered by each Certificate for Payment; provided, in no event shall the City Representative be authorized to approve a Certificate for Payment if the City has not previously levied Assessments against Assessed Property within a Phase of the development related to the Authorized Improvements for which such Certification for Payment has been submitted. If there is a dispute over the amount of any payment, the City shall nevertheless pay the undisputed amount, and the Parties shall use all reasonable efforts to resolve the disputed amount before the next payment is made; however, if

the Parties are unable to resolve the disputed amount, then the City's determination of the disputed amount (as approved by the City Council) shall control.

3.4 PID Bonds. The City, in its sole, legislative discretion, may issue PID Bonds, in one or more series, when and if the City Council determines it is financially feasible for the purposes of: (1) paying all or a portion of the Reimbursement Agreement Balance; or (2) paying directly Actual Costs of Authorized Improvements. PID Bonds issued for such purpose will be secured by and paid solely as authorized by the applicable Bond Indenture. Upon the issuance of PID Bonds for such purpose and for so long as PID Bonds remain outstanding, the Developer's right to receive payments from the Assessments securing such PID Bonds each year in accordance with Section 3.3 shall be subordinate to the deposits required under the applicable Bond Indenture related to any outstanding PID Bonds and the Developer shall be entitled to receive funds pursuant to the flow of funds provisions of such Bond Indenture. The failure of the City to issue PID Bonds shall not constitute a "Failure" by the City or otherwise result in a "Default" by the City. Upon the issuance of the PID Bonds, the Developer has a duty to construct those Authorized Improvements as described in the SAP and the Development Agreement. The Developer shall not be relieved of its duty to construct or cause to be constructed such improvements even if there are insufficient funds in the PID Project Fund or the PID Bond Reimbursement Fund, if applicable, to pay the Actual Costs. This Agreement shall apply to all of the PID Bonds issued by the City whether in one or more series, and no additional reimbursement agreement shall be required for future series of PID Bonds.

3.5 Disbursements and Transfers at and after Bond Closing. The City and the Developer agree that from the proceeds of the PID Bonds, and upon the presentation of evidence satisfactory to the City Representative, the City will cause the trustee under the applicable Bond Indenture to pay at closing of the PID Bonds approved amounts from the appropriate account to the persons entitled to payment for costs of issuance and payment of costs incurred in the establishment, administration, and operation of the PID and any other eligible costs incurred by the Developer and the City as of the time of the delivery of the PID Bonds as described in the SAP. In order to receive disbursement, the Developer shall execute a Closing Disbursement Request to be delivered to the City no less than five (5) days prior to the scheduled closing date for the applicable series of PID Bonds for payment in accordance with the provisions of the applicable Bond Indenture. In order to receive additional disbursements from any applicable

fund under a Bond Indenture, the Developer shall execute a Certificate for Payment, no more frequently than monthly, to be delivered to the City for payment in accordance with the provisions of the applicable Bond Indenture and this Agreement. Upon receipt of a Certificate for Payment (along with all accompanying documentation required by the City) from the Developer, the City shall conduct a review in order to confirm that such request is complete, to confirm that the work for which payment is requested was performed in accordance with all Applicable Laws and applicable plans therefore and with the terms of this Agreement and any other agreement between the parties related to property in the PID, and to verify and approve the Actual Costs of such work specified in such Certificate for Payment. The City shall also conduct such review as is required in its discretion to confirm the matters certified in the Certificate for Payment. The Developer agrees to cooperate with the City in conducting each such review and to provide the City with such additional information and documentation as is reasonably necessary for the City to conclude each such review. Within ten (10) business days following receipt of any Certificate for Payment, the City shall either: (1) approve the Certificate for Payment and forward it to the trustee for payment, or (2) provide the Developer with written notification of disapproval of all or part of a Certificate for Payment, specifying the basis for any such disapproval. Any disputes shall be resolved as required by Section 3.3 herein. The City shall deliver the approved or partially approved Certificate for Payment to the trustee for payment, and the trustee shall make the disbursements as quickly as practicable thereafter.

3.6 Obligations Limited. The obligations of the City under this Agreement shall not, under any circumstances, give rise to or create a charge against the general credit or taxing power of the City or a debt or other obligation of the City payable from any source other than the PID Reimbursement Fund, the PID Project Fund or the PID Bond Reimbursement Fund, if applicable. The Parties further agree that the City's obligation under this agreement with respect to the Actual Costs of Authorized Improvements within Future Phases shall be contingent upon the City levying Assessments against property within such Phase related to the Authorized Improvements which will benefit such Phase. The levying of the Assessments against each Future Phase will create the fund out of which the City will pay its obligation related to such Future Phase and until such time, this Agreement does not create an obligation of the City with respect to each such Future Phase. Unless approved by the City, no other City funds, revenues, taxes, or income of any kind shall be used to pay: (1) the Actual Costs of the Authorized

Improvements; (2) the Reimbursement Agreement Balance even if the Reimbursement Agreement Balance is not paid in full on or before the Maturity Date; or (3) debt service on any PID Bonds. None of the City or any of its elected or appointed officials or any of its officers, employees, consultants or representatives shall incur any liability hereunder to the Developer or any other party in their individual capacities by reason of this Agreement or their acts or omissions under this Agreement.

3.7 Obligation to Pay. Subject to the provisions of Sections 3.3 and 3.6 above, if the Developer is in compliance with its obligations under the Developer Continuing Disclosure Agreement (if PID Bonds are issued and remain outstanding), or under the Development Agreement (if PID Bonds are not issued or are no longer outstanding), then following the inspection and approval of any portion of Authorized Improvements for which Developer seeks reimbursement of the Actual Costs by submission of a Certificate for Payment or City approval of a Closing Disbursement Request, the obligations of the City under this Agreement to pay from Assessment Revenue or the net Bond Proceeds, as applicable, disbursements (whether to the Developer or to any person designated by the Developer) identified in any Closing Disbursement Request or in any Certificate for Payment and to pay debt service on PID Bonds are unconditional AND NOT subject to any defenses or rights of offset except as may be provided by Applicable Law or in any Bond Indenture.

3.8 City Delegation of Authority. All Authorized Improvements shall be constructed by or at the direction of the Developer in accordance with the plans, this Agreement, the Development Agreement, and any other agreement between the parties related to property in the PID. The Developer shall perform, or cause to be performed, all of its obligations and shall conduct, or cause to be conducted, all operations with respect to the construction of Authorized Improvements in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance with applicable City ordinances, City regulations, this Agreement, and generally accepted practices appropriate to the activities undertaken. The Developer has sole responsibility of ensuring that all Authorized Improvements are constructed in a good, workmanlike and commercially reasonable manner, with the standard of diligence and care normally employed by duly qualified persons utilizing their commercially reasonable efforts in the performance of comparable work and in accordance

with applicable City ordinances, City regulations, this Agreement, and generally accepted practices appropriate to the activities undertaken. The Developer shall employ at all times adequate staff or consultants with the requisite experience necessary to administer and coordinate all work related to the design, engineering, acquisition, construction and installation of all Authorized Improvements to be acquired and accepted by the City from the Developer. If any Authorized Improvements are or will be on land owned by the City, the City hereby grants to the Developer a license to enter upon such land for purposes related to construction (and maintenance pending acquisition and acceptance) of the Authorized Improvements. Inspection and acceptance of Authorized Improvements will be in accordance with applicable City ordinances and regulations.

3.9 Security for Authorized Improvements. Prior to completion and conveyance to the City of any Authorized Improvements, the Developer shall cause to be provided to the City a maintenance bond in the amount required by the City's subdivision regulations for applicable Authorized Improvements, which maintenance bond shall be for a term of two years from the date of final acceptance of the applicable Authorized Improvements. Any surety company through which a bond is written shall be a surety company duly authorized to do business in the State of Texas, provided that legal counsel for the City has the right to reject any surety company regardless of such company's authorization to do business in Texas. Nothing in this Agreement shall be deemed to prohibit the Developer or the City from contesting in good faith the validity or amount of any mechanics or materialman's lien and/or judgment nor limit the remedies available to the Developer or the City with respect thereto so long as such delay in performance shall not subject the Authorized Improvements to foreclosure, forfeiture, or sale. In the event that any such lien and/or judgment with respect to the Authorized Improvements is contested, the Developer shall be required to post or cause the delivery of a surety bond or letter of credit, whichever is preferred by the City, in an amount reasonably determined by the City, not to exceed 120 percent of the disputed amount.

3.10 Ownership and Transfer of Authorized Improvements. The Developer shall furnish to the City a preliminary title report for land related to the Authorized Improvements to be acquired and accepted by the City from the Developer and not previously dedicated or otherwise conveyed to the City. The preliminary title report shall be made available for City review and approval at least fifteen (15) business days prior to the scheduled transfer of title. The

City shall approve the preliminary title report unless it reveals a matter which, in the reasonable judgment of the City, would materially affect the City's use and enjoyment of the Authorized Improvements. If the City objects to any preliminary title report, the City shall not be obligated to accept title to the applicable Authorized Improvements until the Developer has cured the objections to the reasonable satisfaction of the City.

SECTION 4. ADDITIONAL PROVISIONS

4.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the earlier to occur of the Maturity Date or the date on which the Reimbursement Agreement Balance is paid in full.

4.2 No Competitive Bidding. Construction of the Authorized Improvements shall not require competitive bidding pursuant to Section 252.022(a)(9) of the Texas Local Government Code, as amended. All plans and specifications, but not construction contracts, shall be reviewed and approved, in writing, by the City prior to Developer selecting the contractor.

4.3 Independent Contractor. In performing this Agreement, the Developer is an independent contractor and not the agent or employee of the City.

4.4 Audit. The City Representative shall have the right, during normal business hours and upon five (5) business days' prior written notice to the Developer, to review all books and records of the Developer pertaining to costs and expenses incurred by the Developer with respect to any of the Authorized Improvements. For a period of two years after completion of the Authorized Improvements, the Developer shall maintain proper books of record and account for the construction of the Authorized Improvements and all costs related thereto. Such accounting books shall be maintained in accordance with customary real estate accounting principles. The Developer shall have the right, during normal business hours, to review all records and accounts pertaining to the Assessments upon written request to the City. The City shall provide the Developer an opportunity to inspect such books and records relating to the Assessments during the City's regular business hours and on a mutually agreeable date no later than ten (10) business days after the City receives such written request. The City shall keep and maintain a proper and complete system of records and accounts pertaining to the Assessments for so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid.

4.5 Developer's Right to Protest Ad Valorem Taxes. Nothing in this Agreement shall be construed to limit or restrict Developer's right to protest ad valorem taxes. The Developer's

decision to protest ad valorem taxes on Assessed Property does not constitute a Default under this Agreement.

4.6 PID Administration and Collection of Assessments. If the City designates an administrator who shall have the responsibilities provided in the SAP related to the duties and responsibilities of the administration of the PID, the City shall provide the Developer with a copy of the agreement between the City and the administrator. If the City contracts with a third-party for the collection of Annual Installments of the Assessments, the City shall provide the Developer with a copy of such agreement. For so long as PID Bonds remain outstanding or the Reimbursement Agreement Balance remains unpaid, the City shall notify the Developer of any change of administrator or third-party collector of the Assessments.

4.7 Representations and Warranties.

4.7.1 The Developer represents and warrants to the City that: (1) the Developer has the authority to enter into and perform its obligations under this Agreement; (2) the Developer has the financial resources, or the ability to obtain sufficient financial resources, to meet its obligations under this Agreement; (3) the person executing this Agreement on behalf of the Developer has been duly authorized to do so; (4) this Agreement is binding upon the Developer in accordance with its terms; and (5) the execution of this Agreement and the performance by the Developer of its obligations under this Agreement do not constitute a breach or event of default by the Developer under any other agreement, instrument, or order to which the Developer is a party or by which the Developer is bound.

4.7.2 The City represents and warrants to the Developer that: (1) the City has the authority to enter into and perform its obligations under this Agreement; (2) the person executing this Agreement on behalf of the City has been duly authorized to do so; (3) this Agreement is binding upon the City in accordance with its terms; and (4) the execution of this Agreement and the performance by the City of its obligations under this Agreement do not constitute a breach or event of default by the City under any other agreement, instrument, or order to which the City is a party or by which the City is bound.

4.8 Default/Remedies.

4.8.1 If either Party fails to perform an obligation imposed on such Party by this Agreement (a "Failure") and such Failure is not cured after notice and the expiration of the cure periods provided in this section, then such Failure shall constitute a "Default." If a Failure is monetary, the non-performing Party shall have ten (10) days within which to cure. If the Failure is non-monetary, the non-performing Party shall have thirty (30) days within which to cure.

4.8.2 If the Developer is in Default, the City shall have available all remedies at law or in equity; provided no default by the Developer shall entitle the City to terminate this Agreement or to withhold payments owed to the Developer from the PID Reimbursement Fund, the PID Project Fund, or the PID Bond Reimbursement Fund, as applicable, in accordance with this Agreement and any Bond Indenture.

4.8.3 If the City is in Default, the Developer shall have available all remedies at law or in equity; provided, however, no Default by the City shall entitle the Developer to terminate this Agreement.

4.8.4 The City shall give notice of any alleged Failure by the Developer to each Transferee identified in any notice from the Developer, and such Transferees shall have the right, but not the obligation, to cure the alleged Failure within the same cure periods that are provided to the Developer. The election by a Transferee to cure a Failure by the Developer shall constitute a cure by the Developer but shall not obligate the Transferee to be bound by this Agreement unless the Transferee agrees in writing to be bound.

4.9 Remedies Outside the Agreement. Nothing in this Agreement constitutes a waiver by the City of any remedy the City may have outside this Agreement against the Developer, any Transferee, or any other person or entity involved in the design, construction, or installation of the Authorized Improvements. The obligations of the Developer hereunder shall be those of a party hereto and not as an owner of property in the PID. Nothing herein shall be construed as affecting the City's or the Developer's rights or duties to perform their respective obligations under other agreements, use regulations, or subdivision requirements relating to the development property in the PID.

4.10 Estoppel Certificate. From time to time upon written request of the Developer, the City Manager will execute a written estoppel certificate in form and substance satisfactory to

both Parties that: (1) identifies any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; or (2) stating, to the extent true, that to the best knowledge and belief of the City, the Developer is in compliance with its duties and obligations under this Agreement. The Developer shall pay the City $1,000 at the time of the Developer's request for an estoppel certificate for each request in excess of one per calendar year.

4.11 Transfers. The Developer has the right to convey, transfer, assign, mortgage, pledge, or otherwise encumber, in whole or in part without the consent of (but with notice to) the City, the Developer's right, title, or interest to payments under this Agreement (but not performance obligations) including, but not limited to, any right, title, or interest of the Developer in and to payments of the Reimbursement Agreement Balance, whether such payments are from the PID Reimbursement Fund, the PID Project Fund, or the PID Bond Reimbursement Fund, as applicable, in accordance with Section 3.3 or from Bond Proceeds (any of the foregoing, a "Transfer," and the person or entity to whom the transfer is made, a "Transferee"); provided, however, that no such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance shall be made without prior written consent of the City if such conveyance, transfer, assignment, mortgage, pledge, or other encumbrance would result in (1) the issuance of municipal securities, and/or (2) the City being viewed as an "obligated person" within the meaning of Rule 15c2-12 of the United States Securities and Exchange Commission, and/or (3) the City being subjected to additional reporting or recordkeeping duties, then such Transfer shall not be made unless (1) the Developer certifies in writing to the City and to the Phases #2-7 Major Improvement Bond Trustee that the municipal securities to be issued meet the requirements for the issuance of Phased PID Bonds under Section 13.2(c) of the Phases #2-7 Major Improvement Bond Indenture, and (2) the City gives prior written consent. Notwithstanding the foregoing, no Transfer shall be effective until notice of the Transfer is given to the City. The City may rely on notice of a Transfer received from the Developer without obligation to investigate or confirm the validity of the Transfer. The Developer waives all rights or claims against the City for any funds paid to a third party as a result of a Transfer for which the City received notice.

4.12 Applicable Law; Venue. This Agreement is being executed and delivered and is intended to be performed in the State of Texas. Except to the extent that the laws of the United

States may apply, the substantive laws of the State of Texas shall govern the interpretation and enforcement of this Agreement. In the event of a dispute involving this Agreement, venue shall lie in any court of competent jurisdiction in Collin County, Texas.

4.13 Notice. Any notice referenced in this Agreement must be in writing and shall be deemed given at the addresses shown below: (1) when delivered by a nationally recognized delivery service such as FedEx or UPS with evidence of delivery signed by any person at the delivery address regardless of whether such person is the named addressee; or (2) 72 hours after deposited with the United States Postal Service, Certified Mail, Return Receipt Requested.

To the City:
Attn: Robert Ranc, City Manager
City of Celina
142 N. Ohio St.
Celina, Texas 75009
E-mail:rranc@celina-tx.gov
TEL: (972) 382-2682
FAX: (972) 382-3736

With a copy to:
Attn: Lance Vanzant
Hayes, Berry, White & Vanzant, LLP
512 W. Hickory St., Ste. 100
Denton, Texas 75206
E-mail: lvanzant@hbwvlaw.com
TEL: (940) 387-3518
FAX: (866) 580-1744

With a copy to:
Attn: Julie Fort
Messer Fort, P.L.L.C.
6371 Preston Road., Suite. 200
Frisco, Texas 75034
E-mail: julie@txmunicipallaw.com
TEL: (972) 668-6400
FAX: (972) 668-6414

To the Owner:
Attn: James J. Melino
Tollway/Outer Loop, L.P.
c/o The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231
E-mail: jmelino@cambridgecos.com
TEL: (214) 691-2556
FAX: (214) 691-0682

With a copy to: Attn: Misty Ventura
Shupe Ventura, PLLC
9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail:misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

Any Party may change its address by delivering notice of the change in accordance with this section.

4.14 Conflicts; Amendment. In the event of any conflict between this Agreement and any other instrument, document, or agreement by which either Party is bound, the provisions and intent of the applicable Bond Indenture controls. This Agreement may only be amended by written agreement of the Parties.

4.15 Severability. If any provision of this Agreement is held invalid by any court, such holding shall not affect the validity of the remaining provisions.

4.16 Non-Waiver. The failure by a Party to insist upon the strict performance of any provision of this Agreement by the other Party, or the failure by a Party to exercise its rights upon a Default by the other Party, shall not constitute a waiver of such Party's right to insist and demand strict compliance by such other Party with the provisions of this Agreement.

4.17 Third Party Beneficiaries. Nothing in this Agreement is intended to or shall be construed to confer upon any person or entity other than the City, the Developer, and Transferees any rights under or by reason of this Agreement, except that the Phases #2-7 Major Improvement Bond Trustee is a beneficiary solely under Section 4.11 of this Agreement. All provisions of this Agreement shall be for the sole and exclusive benefit of the City, the Developer, and Transferees.

4.18 Counterparts. This Agreement may be executed in multiple counterparts, which, when taken together, shall be deemed one original.

4.19 Employment of Undocumented Workers. During the term of this Agreement, the Developer agrees not to knowingly employ any undocumented workers and, if convicted of a violation under 8 U.S.C. Section 1324a(f), the Developer shall repay the incentives granted herein within 120 days after the date the Developer is notified by the City of such violation, plus interest at the rate of six percent (6%) compounded annually from the date of violation until paid. Pursuant to Section 2264.101(c), Texas Government Code, a business is not liable for a violation

of Chapter 2264 by a subsidiary, affiliate, or franchisee of the business, or by a person with whom the business contracts.

4.20 Statutory Verifications. The Developer makes the following representations and covenants in Section 4.21 through 4.24 below pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended, in entering into this Agreement (the "Verifications"). As used in such Verifications, the Developer understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Developer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such Verifications during the term of this Agreement shall survive until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything contained in this Agreement to the contrary.

4.21 Iran, Sudan and Foreign Terrorist Organizations. The Developer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Developer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

4.22 No Boycott of Israel. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, 'boycott Israel,' has the meaning in Section 2271.001, Texas Government Code, by reference to Section 808.001(1), Texas Government Code, and means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

4.23 No Discrimination Against Firearm Entities and Firearm Trade Associations. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that

discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification and the following definitions:

4.23.1 'discriminate against a firearm entity or firearm trade association,' has the meaning in Section 2274.001(3), Texas Government Code, and means: (A) with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, and (B) does not include: (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

4.23.2 'firearm entity,' has the meaning in Section 2274.001(6), Texas Government Code, and means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas

Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

4.23.3 'firearm trade association,' has the meaning in Section 2274.001(7), Texas Government Code, and means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

4.24 No Discrimination Against Fossil Fuel Companies. The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning in Section 2276.001(1), Texas Government Code, by reference to Section 809.001, Texas Government Code, and means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

4.25 Texas Attorney General Standing Letter. The Developer represents that it has, as of the Effective Date, on file with the Texas Attorney General a standing letter addressing the representations and verifications hereinbefore described in the form attached as Exhibit A to the All Bond Counsel Letter from the Office of the Texas Attorney General (November 1, 2023), as last supplemented on December 29, 2023 (a "Standing Letter"). In addition, if the Developer or the parent company, a wholly- or majority-owned subsidiary or another affiliate of the Developer receives or has received a letter from the Texas Comptroller of Public Accounts or the Texas Attorney General seeking written verification that the Developer is a member of the Net Zero Banking Alliance, Net Zero Insurance Alliance, Net Zero Asset Owner Alliance, or Net Zero

Asset Managers or of the representations and certifications contained in the Developer's Standing Letter (a "Request Letter"), the Developer shall promptly notify the City (if it has not already done so) and provide to the City, two business days prior to the Effective Date and additionally upon request by the City, written verification to the effect that its Standing Letter described in the preceding sentence remains in effect and may be relied upon by the City and the Texas Attorney General (the "Bringdown Verification"). The Bringdown Verification shall also confirm that the Developer (or the parent company, a wholly- or majority-owned subsidiary or other affiliate of the Developer that received the Request Letter) intends to timely respond or has timely responded to the Request Letter. The Bringdown Verification may be in the form of an e-mail.

4.26 Form 1295. Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The City hereby confirms receipt of the Form 1295 from the Developer, and the City agrees to acknowledge such form with the TEC through its electronic filing application system not later than the 30th day after the receipt of such form. The Parties understand and agree that, with the exception of information identifying the City and the contract identification number, neither the City nor its consultants are responsible for the information contained in the Form 1295; that the information contained in the Form 1295 has been provided solely by the Developer; and, neither the City nor its consultants have verified such information.

[*Execution pages follow.*]

**CITY OF CELINA, TEXAS**

By: _____
Ryan Tubbs, Mayor

ATTEST:

By: _____
Lauren Vaughns, City Secretary

**TOLLWAY/OUTER LOOP, L.P.,**
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
a Texas limited liability company
its General Partner

By: LLC Manager, Inc.
a Texas corporation
its Manager

By: _____
James J. Melino, President

Date: _____

**Exhibit A**

**CERTIFICATE FOR PAYMENT FORM**

The undersigned is an agent for Tollway/Outer Loop, L.P., a Texas limited partnership (the "Developer") and requests payment from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] [PID Bond Reimbursement Fund] from the City of Celina, Texas (the "City") in the amount of _____ for labor, materials, fees, and/or other general costs related to the creation, acquisition, or construction of certain Authorized Improvements providing a special benefit to property within the Cambridge Crossing Public Improvement District. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the *Amended and Restated PID Reimbursement Agreement – Cambridge Crossing Public Improvement District*, between the Developer and the City, effective [May 13], 2025 (the "Reimbursement Agreement").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Certificate for Payment Form on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced Authorized Improvements has not been the subject of any prior payment request submitted for the same work to the City or, if previously requested, no disbursement was made with respect thereto.

3. The amount listed for the Authorized Improvements below is a true and accurate representation of the Actual Costs associated with the creation, acquisition, or construction of said Authorized Improvements, and such costs (i) are in compliance with the Reimbursement Agreement, and (ii) are consistent with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Bond Indenture, the Service and Assessment Plan and the Development Agreement.

5. The Developer has timely paid all ad valorem taxes and annual installments of Assessments it owes or an entity under common control with the Developer owes, located in the Cambridge Crossing Public Improvement District and has no outstanding delinquencies for such assessments.

6. All conditions set forth in the Bond Indenture (as defined in the Reimbursement Agreement) for the payment hereby requested have been satisfied.

7. The work with respect to the Authorized Improvements referenced below (or its completed segment) has been completed, and the City has inspected such Authorized Improvements (or its completed segment).

8. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

9. No more than ninety-five percent (95%) of the budgeted or contracted hard costs for major improvements or any phase of Authorized Improvements identified may be paid until the work with respect to such Authorized Improvements (or segment) has been completed and the City has accepted such Authorized Improvements (or segment). One hundred percent (100%) of soft costs (e.g., engineering costs, inspection fees and the like) may be paid prior to City acceptance of such Authorized Improvements (or segment).

**Payments requested are as follows:**

a. X amount to Person or Account Y for Z goods or services.

b. Etc.

[*If the Authorized Improvements are to be paid in part from one series of PID Bonds and in part from another, insert the following:*

*As required by Section ____ of the Bond Indenture, the costs for the Authorized Improvements that constitutes the pro-rata share of such Authorized Improvements allocable to the designated Bonds shall be paid as follows:*

| *Authorized Improvements:* | *Amount to be paid from _____ Fund* | *Amount to be paid from _____ Fund* | *Total Cost of Authorized Improvements* |
|---|---|---|---|
| | | | |

]

Attached hereto are receipts, purchase orders, change orders, and similar instruments which support and validate the above requested payments. Also attached hereto are "bills paid" affidavits and supporting documentation in the standard form for City construction projects.

Pursuant to the Reimbursement Agreement, after receiving this payment request, the City has inspected the Authorized Improvements (or completed segment) and confirmed that said work has been completed in accordance with approved plans and all applicable governmental laws, rules, and regulations.

I hereby declare that the above representations and warranties are true and correct.

**TOLLWAY/OUTER LOOP, L.P.,**
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
a Texas limited liability company
its General Partner

By: LLC Manager, Inc.
a Texas corporation
its Manager

By: _____
James J. Melino, President

Date: _____

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Certificate for Payment, acknowledges the Certificate for Payment, acknowledges that the Authorized Improvements (or its completed segment) covered by the certificate have been inspected by the City, and otherwise finds the Certificate for Payment to be in order. After reviewing the Certificate for Payment, the City approves the Certificate for Payment and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the applicable account of the [PID Reimbursement Fund] [PID Project Fund] [PID Bond Reimbursement Fund] to the Developer or to any person designated by the Developer.

**CITY OF CELINA, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

## Exhibit B

## FORM OF CLOSING DISBURSEMENT REQUEST

The undersigned is an agent for Tollway/Outer Loop, L.P., a Texas limited partnership (the "Developer") and requests payment to the Developer (or to the person designated by the Developer) from the applicable account of the PID Project Fund from _____ (the "Trustee") in the amount of _____ ($_____) to be transferred from the applicable account of the PID Project Fund upon the delivery of the PID Bonds for costs incurred in the establishment, administration, and operation of the Cambridge Crossing Public Improvement District (the "District"), as follows. Unless otherwise defined, any capitalized terms used herein shall have the meanings ascribed to them in the Indenture of Trust by and between the City and the Trustee dated as of _____, 20__ (the "Indenture") relating to the [INSERT NAME OF BONDS] (the "PID Bonds").

In connection with the above referenced payment, the Developer represents and warrants to the City as follows:

1. The undersigned is a duly authorized officer of the Developer, is qualified to execute this Closing Disbursement Request on behalf of the Developer, and is knowledgeable as to the matters set forth herein.

2. The payment requested for the below referenced establishment, administration, and operation of the District at the time of the delivery of the PID Bonds have not been the subject of any prior payment request submitted to the City.

3. The amount listed for the below costs is a true and accurate representation of the Actual Costs associated with the establishment, administration and operation of the District at the time of the delivery of the PID Bonds, and such costs are in compliance with the Service and Assessment Plan.

4. The Developer is in compliance with the terms and provisions of the Reimbursement Agreement, the Indenture, the Service and Assessment Plan, and the Development Agreement.

5. All conditions set forth in the Indenture and the Reimbursement Agreement for the payment hereby requested have been satisfied.

6. The Developer agrees to cooperate with the City in conducting its review of the requested payment, and agrees to provide additional information and documentation as is reasonably necessary for the City to complete said review.

7. Payment of the amounts requested in this Closing Disbursement Request, taking into account all prior payments for the Authorized Improvements and the amount of work related to the Authorized Improvements that remains as of the date of this request, will not cause the amounts on deposit in the applicable accounts of the PID Project Fund to fall below the amount necessary to complete the remaining Authorized Improvements.

**Payments requested hereunder shall be made as directed below:**

[Information regarding Payee, amount, and deposit instructions attached]

I hereby declare that the above representations and warranties are true and correct.

**TOLLWAY/OUTER LOOP, L.P.,**
a Texas limited partnership

By: Tollway/Outer Loop GP, LLC,
a Texas limited liability company
its General Partner

By: LLC Manager, Inc.
a Texas corporation
its Manager

By: _____
James J. Melino, President

Date: _____

**APPROVAL OF REQUEST BY CITY**

The City is in receipt of the attached Closing Disbursement Request, acknowledges the Closing Disbursement Request, and finds the Closing Disbursement Request to be in order. After reviewing the Closing Disbursement Request, the City approves the Closing Disbursement Request and shall include said payments in the City Certificate submitted to the Trustee directing payments to be made from the Costs of Issuance Account upon delivery of the PID Bonds.

**CITY OF CELINA, TEXAS**

By: _____

Name: _____

Title: _____

Date: _____

## SCHEDULE I

**1. Reimbursement Agreement Balance – Phases #2-7 Major Improvement Area Projects**

a. *Portion to be paid from net Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phases #2-7 Major Improvement Project) (the "Phases #2-7 Major Improvement Bonds"):*

- Original Principal Amount: **$13,795,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phases #2-7 Major Improvement Area Projects paid from the proceeds of the Phases #2-7 Major Improvement Bonds shall be the lesser of: (1) the actual interest rates paid on the Phases #2-7 Major Improvement Bonds or (2) 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), and the Additional Interest of 0.5% to fund the Additional Interest Reserve Account of the Reserve Fund (as defined and described in the Bond Indenture related to the Phases #2-7 Major Improvement Bonds).

- Date of Phases #2-7 Major Improvement Area Assessment Ordinance Approval: Ordinance No. 2018-41 approved on August 14, 2018 and recorded in the real property records of Collin County, Texas on August 28, 2018, as Instrument No. 20180828001082230.

- Payment Source: Solely from net bond proceeds of the Phases #2-7 Major Improvement Bonds secured by the Assessments levied against the Phases #2-7 Major Improvement Area Assessed Property shown on the Phases #2-7 Major Improvement Area Assessment Roll attached as Appendix G to the SAP.

**2. Reimbursement Agreement Balance – Phase #1 Projects**

a. *Portion to be paid from net Bond Proceeds of the City of Celina, Texas, Special Assessment Revenue Bonds, Series 2018 (Cambridge Crossing Public Improvement District Phase #1 Project) (the "Phase #1 Bonds"):*

- Original Principal Amount: **$9,555,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #1 Projects paid from the proceeds of the Phase #1 Bonds shall be the lesser of: (1) the actual interest rates paid on the Phase #1 Bonds or (2) 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), and the Additional Interest of 0.5% to fund the Additional Interest Reserve Account of the Reserve Fund (as defined and described in the Bond Indenture related to the Phase #1 Bonds).

- Date of Phase #1 Assessment Ordinance Approval: Ordinance No. 2018-44 approved on August 14, 2018 and recorded in the real property records of Collin County, Texas on August 28, 2018, as Instrument No. 20180828001082220.

- Payment Source: Solely from net bond proceeds of the Phase #1 Bonds secured by the Assessments levied against the Phase #1 Assessed Property shown on the Phase #1 Assessment Roll attached as Appendix H to the SAP.

**3. Reimbursement Agreement Balance – Phase #2 Improvements**

a. *Portion to be paid from Phase #2 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: **$5,938,154**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #2 Improvements paid from the Phase #2 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement shall be 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 as shown on the Phase #2 Assessment Roll attached as Appendix I to the SAP.

- Bond Index Rate approved by the City Council: 3.75% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #2 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Phase #2 Improvements was incurred.

- Date of Phase #2 Assessment Ordinance Approval: Ordinance No. 2022-67 approved on June 14, 2022, and recorded in the real property records of Collin County, Texas on June 23, 2022, as Instrument No. 2022000098407.

- Authorized Improvements Paid: The costs of the Phase #2 Improvements may be paid for by Phase #2 Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.

- Payment Source: Solely from Phase #2 Assessment Revenues from the collection of the Assessments levied against the Phase #2 Assessed Property as shown on the Phase #2 Assessment Roll attached as Appendix I to the SAP and deposited by the City in the applicable account of the PID Reimbursement Fund in accordance with the Amended and Restated PID Reimbursement Agreement.

**4. Reimbursement Agreement Balance – Phase #3 Improvements**

a. *Portion to be paid from Phase #3 Assessment Revenues for the Phase #3 Improvements under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: **$6,291,045**
- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #3 Improvements paid from the Phase #3 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement shall be 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 as shown on the Phase #3 Assessment Roll – Phase #3 Improvements attached as Appendix J-1 to the SAP.
- Bond Index Rate approved by the City Council: 3.65% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #3 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Phase #3 Improvements was incurred.
- Date of Improvement Area #3 Assessment Ordinance Approval: Ordinance No. 2023-10 approved on February 14, 2023, and recorded in the real property records of Collin County, Texas on February 16, 2023, as Instrument No. 2023000015395.
- Authorized Improvements Paid: The costs of the Phase #3 Improvements may be paid for by Phase #3 Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.
- Payment Source: Solely from Phase #3 Assessment Revenues from the collection of the Assessments levied against the Phase #3 Assessed Property as shown on the Phase #3 Assessment Roll attached as Appendix J-1 to the SAP and deposited by the City in the applicable account of the PID Reimbursement Fund in accordance with the Amended and Restated PID Reimbursement Agreement.

**5. Reimbursement Agreement Balance – Phase #3 Additional Projects**

a. *Portion to be paid from Phase #3 Assessment Revenues for the Phase #3 Additional Projects under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: **$1,417,194**
- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #3 Additional Projects paid from the Phase #3 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement shall be 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 as shown on the Phase #3 Assessment Roll – Phase #3 Additional Projects attached as Appendix J-2 to the SAP.

- Bond Index Rate approved by the City Council: 3.65% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #3 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Phase #3 Additional Projects was incurred.

- Date of Phase #3 Assessment Ordinance Approval: Ordinance No. 2023-09 approved on February 14, 2023, and recorded in the real property records of Collin County, Texas on February 16, 2023, as Instrument No. 2023000015399.

- Authorized Improvements Paid: The costs of the Phase #3 Additional Projects may be paid for by Phase #3 Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.

- Payment Source: Solely from Phase #3 Assessment Revenues from the collection of the Assessments levied against the Phase #3 Assessed Property as shown on the Phase #3 Assessment Roll attached as Appendix J-2 to the SAP and deposited by the City in the applicable account of the PID Reimbursement Fund in accordance with the Amended and Restated PID Reimbursement Agreement.

**6. Reimbursement Agreement Balance – Phase #4 Improvements**

a. *Portion to be paid from Phase #4 Assessment Revenues for the Phase #4 Improvements under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: **$12,000,000**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #4 Improvements paid from the Phase #4 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement shall be based on an interest rate of 6.38% as shown on the Phase #4 Assessment Roll – Phase #4 Improvements attached as Appendix K-1 to the SAP.

- Bond Index Rate approved by the City Council: 5.53% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #4 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Phase #4 Improvements was incurred.

- Date of Phase #4 Assessment Ordinance Approval: Ordinance No. 2025-_____ approved on May 13, 2025 and recorded in the real property records of Collin County, Texas on _____, 2025, as Instrument No. _____.

- Authorized Improvements Paid: The costs of the Phase #4 Improvements may be paid for by Phase #4 Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.

- Payment Source: Solely from Phase #4 Assessment Revenues from the collection of the Assessments levied against the Phase #4 Assessed Property as shown on the Phase #4 Assessment Roll attached as Appendix K-1 to the SAP and deposited by the City in the applicable account of the PID Reimbursement Fund in accordance with the Amended and Restated PID Reimbursement Agreement.

**7. Reimbursement Agreement Balance – Phase #4 Additional Projects**

a. *Portion to be paid from Phase #4 Assessment Revenues for the Phase #4 Additional Projects under the Amended and Restated PID Reimbursement Agreement:*

- Original Principal Amount: **$1,973,394**

- Interest Rate: Interest Rate on any unpaid portion of the Reimbursement Agreement Balance – Phase #4 Additional Projects paid from the Phase #4 Assessment Revenues under the Amended and Restated PID Reimbursement Agreement shall be based on an interest rate of 6.38% per annum as shown on the Phase #4 Assessment Roll – Phase #4 Additional Projects attached as Appendix K-2 to the SAP.

- Bond Index Rate approved by the City Council: 5.53% as the highest average index rate reported for the *Bond Buyer's Index of 25 Revenue Bonds*, a weekly bond index approved by the City Council of the City, in the month before the date the City approved the Phase #4 Assessment Ordinance which is the same date the obligation to pay the Reimbursement Agreement Balance – Phase #4 Additional Projects was incurred.

- Date of Phase #4 Assessment Ordinance Approval: Ordinance No. 2025-_____ approved on May 13, 2025 and recorded in the real property records of Collin County, Texas on _____, 2025, as Instrument No. _____.

- Authorized Improvements Paid: The costs of the Phase #4 Additional Projects may be paid for by Phase #4 Assessment Revenues pursuant to the provisions of the Amended and Restated PID Reimbursement Agreement and as described below.

- Payment Source: Solely from Phase #4 Assessment Revenues from the collection of the Assessments levied against the Phase #4 Assessed Property as shown on the Phase #4 Assessment Roll attached as Appendix K-2 to the SAP and deposited by the City in the applicable account of the PID Reimbursement Fund in accordance with the Amended and Restated PID Reimbursement Agreement.

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**City Secretary's Office**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Jeovanna Rubio, Assistant City Secretary |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Jeovanna Rubio |
| Date: | May 13, 2025 |
| Re: | Election of Mayor Pro Tem and Deputy Mayor Pro Tem |

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**Action Requested:**
Consider and act to elect a Mayor Pro Tem and Deputy Mayor Pro Tem. (Rubio)

**Background Information:**
The City's Home Rule Charter provides for one of the City Councilmembers to be elected as Mayor Pro Tem and one to be elected as Deputy Mayor Pro Tem. These officers will perform the duties of the Mayor in the absence of the Mayor and/or Mayor Pro Tem, and shall be vested with all the powers and responsibilities belonging to the Mayor.

**Legal Review:**
N/A

**Supporting Documents:**
None

**Financial Consideration:**
N/A

**Staff Recommendation:**
Staff recommends the Council elect one Mayor Pro Tem and one Deputy Mayor Pro Tem.

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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: | May 13, 2025 |
| Re: | Amend Board and Commission Policy |

**Action Requested:**
Consider and act upon a Resolution amending the Boards and Commissions Policy. (Kearney)

**Background Information:**
This item amends the Boards and Commissions Policy to add a section regarding filling mid-year vacancies due to resignations, update the information on term limits, and correct a typo.

For midyear vacancies, City Council accepted the resignation of three Board and Commission Members in March. At the April 8, 2025 City Council Meeting, City Council discussed options to fill mid-year vacancies, providing direction to staff.

The policy has been updated to add the following process for filling mid-year vacancies:

- For vacancies occurring prior to April 1, City staff will identify residents who applied in the most recent application cycle to be on the Board or Commission with the vacancy but were not selected. Applicants will be contacted to confirm that they are still interested and available to serve. The prior Board and Commission selection committee of City Council will meet to interview the prior applicants and make a recommendation to City Council. City Council will appoint a replacement member. If there are no available applicants, the position will be filled through the upcoming Board and Commission application process.
- For vacancies occurring after April 1, the vacancy will be filled through the upcoming Board and Commission application process.
- City Council may appoint any eligible individual to fill a vacancy at its discretion.
- All appointments to fill a vacancy will serve for the remainder of the term of the vacancy.

The section on term limits has also been updated to align with the recently approved Charter amendment, adding term limits of 3 full terms for each Board, Commission, or Committee.

An additional typo was discovered and corrected.

**Legal Review:**
This item has not been reviewed by Legal.

**Supporting Documents:**
1. Boards and Commissions Policy Update Presentation
2. Boards and Commissions Policy Redline
3. Resolution Approving an Updated Boards and Commissions Policy
4. Boards and Commission Policy - Exhibit A

**Financial Consideration:**
There are no financial considerations.

**Staff Recommendation:**
Staff recommends approval.

# BOARDS AND COMMISSIONS POLICY UPDATE

City Council Meeting
May 13, 2025

# BACKGROUND

- In October 2024, City Council approved a Boards and Commissions Policy, consolidating all requirements and expectations for members of Boards and Commissions
- In March, City Council accepted the resignation of three Board/Commission Members
- The Policy does not provide a process for filling midyear vacancies
- In April, City Council discussed options to amend the Policy to establish a process to fill mid-year vacancies
- On May 3, Celina voters approved an amendment to the City's Charter to establish term limits for Boards and Commissions
- This item consolidates both changes, as well as correcting a typo

# MIDYEAR VACANCIES

- Prior to April 1
  - City staff will identify and contact individuals who applied for the Board/Commission in the most recent application period
  - The prior Board and Commission selection subcommittee will review applications and recommend individuals for interview
  - City staff will coordinate interviews for City Council
  - City Council will appoint an individual to fill the vacancy for the remainder of the term

# MIDYEAR VACANCIES

- April 1 and Later
  - The vacancy will be filled through the upcoming Board and Commission application process

**City Council may appoint any eligible individual to fill a vacancy at its discretion*

# TERM LIMITS

- The section covering terms and term limits has been updated to align with the recently approved Charter amendment
  - Term limit of 3 terms for each Board and Commission
  - The term limit applies to only fully served terms

# QUESTIONS?

Life Connected.

# Boards & Commissions Policy

**Approved ~~October 2024~~May 2025**

The City of Celina (City) seeks to provide its residents with opportunities to use their skills and expertise to serve the community. An important way that Celina residents can serve the community is by participation as a member of one of the City's boards, commissions, committees, and/or corporations (Boards and Commissions). Boards and Commissions provide residents a unique opportunity to participate in the City's governmental affairs and influence public policy. The Boards and Commissions Policy (Policy) provides details regarding the purpose of the City's various Boards and Commissions, the appointment process to become a member (Member) of one of the City's Boards and Commissions, and the membership expectations for those appointed to serve on one of the City's Boards and Commissions.

## 1. Boards and Commissions Overview

1.1. **Purpose of Boards and Commissions** – The roles and responsibilities of Boards and Commissions vary based on state statute, provisions in the City of Celina's Charter (Charter), and/or provisions in City of Celina's Code of Ordinances (Code of Ordinances). However, all Boards and Commissions are expected to work through the City's professional staff (Staff) to review and provide advice regarding City policies, procedures, and projects in furtherance of the City's Strategic Plan and all other applicable long-range planning policies and documents established by the City Council.

1.2. **Standing Boards and Commissions –** The City Council has established the following standing Boards and Commissions: Arts and Culture Board, Board of Adjustment, Community Development Corporation/Parks & Recreation Board (CDC), Downtown Commission, Economic Development Corporation (EDC), Keep Celina Beautiful Board, Library Board, Planning & Zoning Commission (P&Z), and Special Events Advisory Committee (SEAC).

1.3. **Temporary/Ad Hoc Boards and Commissions –** The City Council may establish temporary/ad hoc boards and commissions, special purpose committees, etc. as it deems necessary and appropriate. The composition, responsibility, and policies of temporary/ad hoc boards and commissions, special purpose committees, etc. will be determined by City Council as necessary, and members of such boards and commissions are not subject to this Policy.

1.4. **Ex-Officio –** The City Manager and/or his/her designee shall be considered a permanent ex-officio member of the Boards and Commissions. The City Manager and/or his/her designee shall not possess voting privileges on Boards and Commissions but may attend executive sessions of Boards and Commissions.

1.5. **Governing Policy –** In the event this Policy conflicts with the City Charter, City Code of Ordinances, or by-laws for specific Boards and Commissions approved by City Council, the City Charter, City Code of Ordinances, or approved by-laws will be the governing policy.

2. **Appointment to Boards and Commissions**

2.1. **Eligibility**

2.1.1. **Residency Requirements –** With the exception of the Downtown Commission, Members shall be a resident of the City of Celina for at least one (1) year prior to appointment. In addition to City residents, membership on the Downtown Commission is also open to individuals with a vested interest in the well-being of the City's downtown, such as downtown property owners, downtown business owners, downtown business operators, downtown business managers, etc.

2.1.2. **Registered Voter –** Applicants to or members of Boards and Commissions shall be registered voters who have participated in the most recent municipal elections.

2.1.3. **Service Limitations –** Members cannot serve concurrently on more than one Board or Commission. Exceptions include temporary and/or special purpose committees, ad hoc committees, etc. Additionally, former employees of the City of Celina must wait one (1) year from the date of the end of their employment with the City and be classified by the City as re-hirable to be eligible to apply for Board and Commission vacancies.

2.1.4. **Term**~~**s**~~ **and Term Limits** – Members of Boards and Commissions shall serve three (3) year terms. There is a three (3) term limit for each Board, Commission, or Committee, meaning that members may not serve more than three (3) appointed terms on the same board, commission, or committee. If a member is appointed to fill a partial term due to a vacancy, the partial term does not apply to the three term limit. ~~There are no term limits for Members, other than Members of the EDC or P&Z.~~ The City Council retains the authority to re-appoint or remove Members as it deems appropriate.

~~2.1.4.1. **Planning and Zoning Exception –** Per Section 14.01.201(b)(3) of the City Code of Ordinances, P&Z Members may not serve more than three (3) consecutive, full terms of office.~~

~~2.1.4.2.~~2.1.4.1. **Economic Development Corporation Exception –** Per Section 1(c) of the EDC Bylaws, EDC Members may not serve more than three (3) full two (2) year terms

for a total of six (6) years. EDC Members are eligible for reappointment to the EDC Board after a two (2) year absence of service to the Board.

2.1.5. **Member Relationships –** Members serving on the same Board or Commission shall not be related within two degrees of consanguinity or affinity.

2.1.6. **Good Standing –** Applicants to or members of Boards and Commissions shall not be in arrears to the City for taxes and/or utility bills.

2.1.7. **Adverse Parties –** Applicants to or members of Boards and Commissions shall not be adverse parties to, nor employees or business associates of, an adverse party with pending litigation or a claim against the City or a City employee.

2.2. **Application for Boards and Commissions**

2.2.1. **Application Requirement –** The City Secretary shall post applications for Boards & Commissions in June of each year. All applications must be received by the deadline established by the City Secretary. Any application received after the established deadline will not be considered for the given year's Board & Commission appointments. Applications shall expire after 12 months, at which time individuals are required to complete new applications for appointment to Boards and Commissions.

2.2.2. **Application Limits –** Applicants may only apply for vacancies on three (3) Boards and Commissions.

2.2.3. **Application for Re-Appointment –** Members currently serving on Boards or Commissions whose terms are expiring must apply for re-appointment to the Board or Commission on which they serve. Individuals may apply for re-appointment to the Board or Commission on which they serve and to fill vacant positions on up to three (3) additional Boards and Commissions concurrently.

2.3. **Appointment Process**

2.3.1.**City Secretary Initial Application Review** – The City Secretary will conduct an initial review of applications to determine if all applications meet the eligibility criteria defined in this policy. The City Secretary will notify any ineligible applicants regarding the reason for their ineligibility.

2.3.2. **City Council Initial Application Review –** The City Secretary will provide the City Council the application information for all eligible applicants. The City Council will appoint an application review committee comprised ~~Coun~~of councilmembers to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions. In odd number years,

councilmembers serving in Council Places 1, 3, and 5 will be appointed to the application review committee. In even number years, councilmembers serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

2.3.3. **City Council Interviews –** The City Council will conduct interviews for selected applicants regarding their qualifications, interest, etc. for serving on Boards and Commissions. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Secretary shall provide two (2) dates for interviews at least one week apart to accommodate applicants' schedules.

2.3.4. **City Council Appointment –** The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.4. **Board and Commission Member Expectations**

2.4.1. **Training -** Members shall complete the State of Texas Open Meetings Act (TOMA) training within 90 days of appointment or re-appointment. Members shall notify the City Secretary when the required TOMA training is complete. Members shall complete any other training as deemed necessary by the City Council, the City Manager, or his/her designee. Additionally, Members are encouraged to participate in the City's Citizen Government Academy (CGA).

2.4.2. **Appointment of Chairperson and Vice Chairperson –** At the first meeting following the appointment or re-appointment of Members by the City Council, each Board and Commission shall appoint a chairperson and vice chairperson by a vote of the Board or Commission. The chairperson shall preside at and conduct all meetings of the Board or Commission, and the chairperson will be the primary point of contact for Staff when working with respective Boards and Commissions. The vice chairperson will serve in place of the chairperson if/when the chairperson is absent. The chairperson shall appoint an acting chairperson in the event both the chairperson and vice chairperson are absent from a meeting concurrently.

2.4.3. **Staff Liaison –** The City Manager shall appoint a Staff liaison for each Board and Commission. The Staff liaison shall be the primary Staff point of contact for each respective Board and Commission. The Staff liaison shall be responsible for the coordination of meeting schedules, meeting set-up, meeting minutes, and posting of meetings and agendas in compliance with applicable rules, regulations, or statutes. The Staff liaison and/or other applicable Staff serve as advisors to Boards and Commissions and may provide research, analysis, presentations, etc. in support of items being considered by Boards and Commissions; however, Members may not assign work to the Staff liaison or other Staff.

2.4.4. **Attendance –** Members shall attend a minimum of 75 percent of regularly scheduled meetings, calculated from the most recent 12-month period. Members who are absent from more than 75 percent of regularly scheduled meetings, calculated from the most recent 12-month period, will be automatically considered resigned from their respective Board or Commission.

2.4.4.1. **Automatic Resignation Process –** The Staff liaison shall keep a record of attendance for each Board and Commission. The Staff liaison shall provide the City Secretary updated attendance records for each Board and Commission following regularly scheduled meetings. The City Secretary shall notify a Member if their absence from the next regularly scheduled Board or Commission meeting will result in their automatic resignation. The City Secretary shall provide the chairperson, vice chairperson, Staff liaison of the Member's Board or Commission, and City Manager a copy of the notice. If a Member's absence results in their automatic resignation, the City Secretary shall notify the Member, the chairperson and vice chairperson of the Member's Board or Commission, the Board or Commission's Staff liaison, and the City Manager of their automatic resignation. Upon notice of a Member's automatic resignation, the City Manager shall notify the City Council and provide for the City Council's acceptance of the Member's resignation and consideration of a replacement appointment at the next available City Council meeting.

2.4.5. **Meeting Management –** Board and Commission meetings shall abide by all applicable state and local rules, regulations, and/or statutes.

2.4.6. **Meeting Decorum** – Members shall exhibit respect for their fellow Members, Staff, and members of the public who may attend meetings of the Board or Commission.

2.4.7. **Representatives of City –** Members serve as representatives of the City of Celina. Accordingly, Members are expected to publicly support the City's Strategic Plan and long-range planning policies and documents as established by the City Council.

2.4.8. **Removal –** Members serve at the will of the City Council. The City Council may remove any Member, for any reason or no reason, at its discretion.

2.5. **Midyear Vacancies –** Midyear vacancies may occur due to voluntary resignation, automatic resignation, removal, or other reasons. City Council will appoint eligible individuals to fill vacancies. Appointees for vacant positions will complete the term of individual that they are replacing.

2.5.1. **Prior to April 1 –** Midyear vacancies that occur prior to April 1 of each year will be filled through a midyear vacancy process. The City Secretary will contact eligible prior applicants

from the most recent Board and Commission selection process for the Board on which there is a vacancy to determine if they are interested and available in the vacant position. The City Secretary will send the relevant applications to the most recent City Council application review committee for review. The City Council application review committee will recommend applicants for interviews with City Council. The City Secretary shall provide applicants with two (2) dates for interviews at least one week apart to accommodate applicants' schedules. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

~~2.5.0.~~2.5.2. **April 1 and Later –** Midyear vacancies that occur on or after April 1 of each year will be filled through the annual application process, which begins in June.

**RESOLUTION 2025-____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, APPROVING AND ADOPTING AN UPDATED BOARDS AND COMMISSIONS POLICY; REPEALING THE PRIOR BOARDS AND COMMISSIONS POLICY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR RELATED MATTERS.**

**WHEREAS,** the City Council of the City of Celina, Texas (hereinafter referred to as the "City") established a formal Boards and Commissions Policy on October 8, 2024; and

**WHEREAS,** the Boards and Commissions Policy provides clear guidelines regarding eligibility, attendance, expectations, procedures for appointment, and procedures for removal; and

**WHEREAS,** the City Council desires to establish procedures to fill midyear vacancies on Boards and Commissions within the Policy; and

**WHEREAS,** on May 3, 2025, voters approved an amendment to the City's Charter to add term limits of three (3) full terms for each Board and Commission; and

**WHEREAS,** the term limit provisions within the Policy are no longer aligned with the City's Charter.

**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 all provisions of the prior Boards and Commissions policy are hereby repealed, revoked, and terminated.

**SECTION 3.** That the City Council hereby approves and adopts the updated Boards and Commissions Policy, attached hereto as "Exhibit A," establishing the guidelines and procedures for the appointment, governance, and removal of members of the City's boards and commissions.

**SECTION 4.** 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 immediately from and after its passage.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, THIS THE 13th DAY OF MAY 2025.**

_____
Ryan Tubbs, Mayor

**ATTEST:**

_____
Jeovanna Rubio, Assistant City Secretary

EXHIBIT A

Life Connected.

# Boards & Commissions Policy

**Approved May 2025**

The City of Celina (City) seeks to provide its residents with opportunities to use their skills and expertise to serve the community. An important way that Celina residents can serve the community is by participation as a member of one of the City's boards, commissions, committees, and/or corporations (Boards and Commissions). Boards and Commissions provide residents a unique opportunity to participate in the City's governmental affairs and influence public policy. The Boards and Commissions Policy (Policy) provides details regarding the purpose of the City's various Boards and Commissions, the appointment process to become a member (Member) of one of the City's Boards and Commissions, and the membership expectations for those appointed to serve on one of the City's Boards and Commissions.

## 1. Boards and Commissions Overview

1.1. **Purpose of Boards and Commissions** – The roles and responsibilities of Boards and Commissions vary based on state statute, provisions in the City of Celina's Charter (Charter), and/or provisions in City of Celina's Code of Ordinances (Code of Ordinances). However, all Boards and Commissions are expected to work through the City's professional staff (Staff) to review and provide advice regarding City policies, procedures, and projects in furtherance of the City's Strategic Plan and all other applicable long-range planning policies and documents established by the City Council.

1.2. **Standing Boards and Commissions –** The City Council has established the following standing Boards and Commissions: Arts and Culture Board, Board of Adjustment, Community Development Corporation/Parks & Recreation Board (CDC), Downtown Commission, Economic Development Corporation (EDC), Keep Celina Beautiful Board, Library Board, Planning & Zoning Commission (P&Z), and Special Events Advisory Committee (SEAC).

1.3. **Temporary/Ad Hoc Boards and Commissions –** The City Council may establish temporary/ad hoc boards and commissions, special purpose committees, etc. as it deems necessary and appropriate. The composition, responsibility, and policies of temporary/ad hoc boards and commissions, special purpose committees, etc. will be determined by City Council as necessary, and members of such boards and commissions are not subject to this Policy.

1.4. **Ex-Officio –** The City Manager and/or his/her designee shall be considered a permanent ex-officio member of the Boards and Commissions. The City Manager and/or his/her designee shall not possess voting privileges on Boards and Commissions but may attend executive sessions of Boards and Commissions.

1.5. **Governing Policy –** In the event this Policy conflicts with the City Charter, City Code of Ordinances, or by-laws for specific Boards and Commissions approved by City Council, the City Charter, City Code of Ordinances, or approved by-laws will be the governing policy.

2. **Appointment to Boards and Commissions**

2.1. **Eligibility**

2.1.1. **Residency Requirements –** With the exception of the Downtown Commission, Members shall be a resident of the City of Celina for at least one (1) year prior to appointment. In addition to City residents, membership on the Downtown Commission is also open to individuals with a vested interest in the well-being of the City's downtown, such as downtown property owners, downtown business owners, downtown business operators, downtown business managers, etc.

2.1.2. **Registered Voter –** Applicants to or members of Boards and Commissions shall be registered voters who have participated in the most recent municipal elections.

2.1.3. **Service Limitations –** Members cannot serve concurrently on more than one Board or Commission. Exceptions include temporary and/or special purpose committees, ad hoc committees, etc. Additionally, former employees of the City of Celina must wait one (1) year from the date of the end of their employment with the City and be classified by the City as re-hirable to be eligible to apply for Board and Commission vacancies.

2.1.4. **Terms and Term Limits** – Members of Boards and Commissions shall serve three (3) year terms. There is a three (3) term limit for each Board, Commission, or Committee, meaning that members may not serve more than three (3) appointed terms on the same board, commission, or committee. If a member is appointed to fill a partial term due to a vacancy, the partial term does not apply to the three term limit. The City Council retains the authority to re-appoint or remove Members as it deems appropriate.

2.1.4.1. **Economic Development Corporation Exception –** Per Section 1(c) of the EDC Bylaws, EDC Members may not serve more than three (3) full two (2) year terms for a total of six (6) years. EDC Members are eligible for reappointment to the EDC Board after a two (2) year absence of service to the Board.

2.1.5. **Member Relationships –** Members serving on the same Board or Commission shall not be related within two degrees of consanguinity or affinity.

2.1.6. **Good Standing –** Applicants to or members of Boards and Commissions shall not be in arrears to the City for taxes and/or utility bills.

2.1.7. **Adverse Parties –** Applicants to or members of Boards and Commissions shall not be adverse parties to, nor employees or business associates of, an adverse party with pending litigation or a claim against the City or a City employee.

2.2. **Application for Boards and Commissions**

2.2.1. **Application Requirement –** The City Secretary shall post applications for Boards & Commissions in June of each year. All applications must be received by the deadline established by the City Secretary. Any application received after the established deadline will not be considered for the given year's Board & Commission appointments. Applications shall expire after 12 months, at which time individuals are required to complete new applications for appointment to Boards and Commissions.

2.2.2. **Application Limits –** Applicants may only apply for vacancies on three (3) Boards and Commissions.

2.2.3. **Application for Re-Appointment –** Members currently serving on Boards or Commissions whose terms are expiring must apply for re-appointment to the Board or Commission on which they serve. Individuals may apply for re-appointment to the Board or Commission on which they serve and to fill vacant positions on up to three (3) additional Boards and Commissions concurrently.

2.3. **Appointment Process**

2.3.1.**City Secretary Initial Application Review** – The City Secretary will conduct an initial review of applications to determine if all applications meet the eligibility criteria defined in this policy. The City Secretary will notify any ineligible applicants regarding the reason for their ineligibility.

2.3.2. **City Council Initial Application Review –** The City Secretary will provide the City Council the application information for all eligible applicants. The City Council will appoint an application review committee comprised of councilmembers to perform an initial review of applications and determine which applicants will be interviewed for appointment or re-appointment to vacant positions on Boards and Commissions. In odd number years, councilmembers serving in Council Places 1, 3, and 5 will be appointed to the application review committee. In even number years, councilmembers serving in Council Places 2, 4, and 6 will be appointed to the application review committee.

2.3.3. **City Council Interviews –** The City Council will conduct interviews for selected applicants regarding their qualifications, interest, etc. for serving on Boards and Commissions. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Secretary shall provide two (2) dates for interviews at least one week apart to accommodate applicants' schedules.

2.3.4. **City Council Appointment –** The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.4. **Board and Commission Member Expectations**

2.4.1. **Training -** Members shall complete the State of Texas Open Meetings Act (TOMA) training within 90 days of appointment or re-appointment. Members shall notify the City Secretary when the required TOMA training is complete. Members shall complete any other training as deemed necessary by the City Council, the City Manager, or his/her designee. Additionally, Members are encouraged to participate in the City's Citizen Government Academy (CGA).

2.4.2. **Appointment of Chairperson and Vice Chairperson –** At the first meeting following the appointment or re-appointment of Members by the City Council, each Board and Commission shall appoint a chairperson and vice chairperson by a vote of the Board or Commission. The chairperson shall preside at and conduct all meetings of the Board or Commission, and the chairperson will be the primary point of contact for Staff when working with respective Boards and Commissions. The vice chairperson will serve in place of the chairperson if/when the chairperson is absent. The chairperson shall appoint an acting chairperson in the event both the chairperson and vice chairperson are absent from a meeting concurrently.

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Board or Commission.

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2.5.1. **Prior to April 1 –** Midyear vacancies that occur prior to April 1 of each year will be filled through a midyear vacancy process. The City Secretary will contact eligible prior applicants from the most recent Board and Commission selection process for the Board on which there is a vacancy to determine if they are interested and available in the vacant position. The City Secretary will send the relevant applications to the most recent City Council application review committee for review. The City Council application review committee

will recommend applicants for interviews with City Council. The City Secretary shall provide applicants with two (2) dates for interviews at least one week apart to accommodate applicants' schedules. The City Secretary will notify selected applicants of the time and location of City Council interviews. The City Council will appoint selected applicants to vacant Board and Commission positions by resolution in an appropriately posted public meeting.

2.5.2. **April 1 and Later –** Midyear vacancies that occur on or after April 1 of each year will be filled through the annual application process, which begins in June.

Life Connected.

**Finance**
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: | May 13, 2025 |
| Re: | 2025 CO Bond Issuance |

**Action Requested:**
Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2025", including the adoption of an Ordinance authorizing the issuance of such certificates of obligation, establishing parameters for the sale of such certificates of obligation and delegating certain matters to an authorized official of the City. (Stovall)

**Background Information:**
At the March 11th City Council meeting, staff were directed to start the process to issue certificates of obligation bonds (CO's) with a target date of pricing on May 13th. The total amount of bonds proposed to be issued is up to a maximum $150 million. The funds will be distributed between general government projects ($90 million) and water and wastewater projects ($58 million). The increase in the total amount proposed from the project total is to guard against adverse market movement and to provide for the cost of issuance.

Staff presented the 2025 Capital Improvement Program (CIP) projects to be funded from the proposed 2025 bonds at the November 2024 City Council Meeting. City Council provided staff direction to proceed with the projects as proposed. The bond issuance will include funds for Streets, Public Safety, Facilities, Information Technology, Parks, and Water Wastewater Utilities. A detailed overview of the Capital Projects is included in the presentation included within the agenda.

Following the timeline presented to City Council in March, the City has completed the required publication requirements, met with the Moody's and Standard and Poor's rating agencies and completed due diligence in preparation for the meeting on May 13th. The agenda item for May

13th includes a draft of the authorizing Ordinance for the Celina Series 2025 Certificates of Obligation, and the draft Paying Agent/Registrar Agreement which is Exhibit A to the Ordinance. Final documents will be provided at the meeting and will include the pricing information.

The target is to price the CO's on May 13th and present the final results to City Council that night. If there are adverse market conditions creating volatility on the pricing on May 13th, then the agenda includes a parameter ordinance. A parameter ordinance provides greater pricing flexibility if market conditions are unfavorable. Rather than postponing the pricing until the next council meeting, the CO's will be placed into 'day to day' mode with the Financial Advisor, Hilltop Securities. When the market is stable, Hilltop Securities will complete the pricing and the authorized pricing officer, identified as the City Manager or the secondary pricing officer, Director of Finance, will finalize the transaction on behalf of City Council.

**Legal Review:**
Bond Counsel has completed their legal review.

**Supporting Documents:**
1. 2025 Certificate of Obligations Presentation
2. 2025 Certificates of Obligation Bond Ordinance
3. Exhibit A - 2025 Certificate of Obligation Bond PAR

**Financial Consideration:**
This issuance will provide for the funding of the 2025 Capital Improvement Program approved by City Council in November.

**Staff Recommendation:**
Staff recommends approval.

# 2025 CERTIFICATES OF OBLIGATION BONDS

City Council Meeting
May 13, 2025

# 2025 CAPITAL IMPROVEMENT PROGRAM EXPENDITURES

| | 2025 CIP |
|---|---|
| General Govt. Projects | $125,797,218 |
| Enterprise – Utility Projects | $ 77,458,943 |
| Total by Year | $203,256,161 |

# 2025 CERTIFICATE OF OBLIGATION

## As presented in the Five –Year CIP:

General Government (Roadway, Facilities, Information Technology, Public Safety, Parks)
FY2025: Total $90M: $80M plus $10M CDC

Enterprise – Utility (Water, Wastewater)
FY2025: Total $58M

Total 2025: $148M

# FY25 GENERAL GOVERNMENT PROJECTS ( CO ISSUE)

## FACILITIES $21M

- City Hall Parking Garage Land Acquisition
- Downtown Center and Parking Garage
- Parks Administration Building (Ousley Park Phase IIIA)
- Public Works Service Center Administration Remodel

## PARKS $40M

- Ousley Park Ph II (Trail and Stream Restoration)
- Ousley Park Ph III-B (Deconstructed Pavillion and Parking)
- Ousley Park Ph IV (Amphitheater)
- Downtown Recreation Center (Drainage/ Land)
- Wilson Creek Park Phase I
- Wilson Creek Park Phase II

# FY25 GENERAL GOVERNMENT PROJECTS (CO ISSUE)

## PUBLIC SAFETY $12M

- Fire Station #4 Firetruck and Ambulance
- Fire Station #4 Building

## INFORMATION TECHNOLOGY $2.0M

- Annual Fiber Allocation
- Downtown Wifi expansion

## ROADWAY $15M

- 2025 Annual Street Maintenance
- Coit Road – J. Fred Smith Pkwy to GA Moore Pkwy
- Coit Road Resurfacing
- Hillside Drive from Maryland St to Cul-de-sac
- Oklahoma Dr – Pecan St to Malone St
- Preston Road Right Turn Lanes
- Roseland Pkwy – Sunset Blvd to Big Bend Lane

# FY25 ENTERPRISE UTILITY PROJECTS (CO ISSUANCE)

## WATER $35M

- Frontier Pkwy - Preston to Coit
- Glendenning Pkwy – Dallas Pkwy to Preston Rd
- Southeast Pump Station and Transmission Line
- CCN Acquisition
- Southeast Ground Storage Tank
- Kristina Court
- Elevated Storage Tank (Uptown)

## WASTEWATER $23M

- Downtown Water Reclamation Facility Phase II
- Rasor Sewer Interceptor

# TIMELINE

- Tuesday, March 11th – Council considers approval of Notice of Intent to issue CO's and reimbursement resolution
- Friday, March 21st and March 28th – Publications of Notice of Intent in local paper
- Week of April 14th – April 18th – Credit rating discussions with Moody's and Standard & Poor's
- **Tuesday, May 13th – Pricing of the CO's and proposed approval of sale by City Council;**
- Thursday, June 12th – Closing of the CO issue and receipt of funds by the City

# PARAMETER ORDINANCE

- The target is to price the COs on May 13th and present the COs to City Council that night

- Due to unfavorable market conditions in 2022, the City's 2022 COs were postponed 1 month to a subsequent Council meeting

- A Parameter statement is included within the Bond Ordinance to provide greater pricing flexibility if market conditions are unfavorable on May 13th
  - Rather than postponing until the next council meeting, the CO's will be placed into 'day to day' mode
  - If the COs are not priced on May 13th, further discussions will be provided on the mechanics of the parameter ordinance at the Council meeting that night

# CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans

- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG

# RECENT DEBT ISSUANCE AND CREDIT PROFILE

- 3-year history
  - 2022: Issued COs to fund $35mm for general government projects, $35mm for water/wastewater projects
  - 2023: Issued COs to fund $48mm for general government, $40mm for water/wastewater and $10mm for CDC projects
  - 2024: Issued COs to fund $125mm for general government and $16mm for water/wastewater

- Credit ratings
  - S&P: “AA” – upgraded in 2018 – Affirmed in 2025
  - Moody’s: “Aa1” – upgraded in 2024 – Affirmed in 2025

# QUESTIONS?

ORDINANCE NO. 2025-_____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025"; specifying the terms and features of said certificates; providing for the payment of said certificates of obligation by the levy of an ad valorem tax upon all taxable property within the City and a limited pledge of the net revenues derived from the operation of the City's combined waterworks and sewer system; providing the terms and conditions of such certificates of obligation and resolving other matters incident and relating to the issuance, payment, security and delivery of said certificates of obligation; delegating matters relating to the sale and issuance of such certificates to an authorized City official; and providing an effective date.

WHEREAS, notice of the City Council's intention to issue certificates of obligation (the "Notice") in the maximum principal amount of $150,000,000 for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing parks administration building and an existing public works service center administration building and (ix) professional services rendered in connection therewith; has been (a) duly published in the *Celina Record*, a newspaper hereby found and determined to be of general circulation in the City of Celina, Texas, on March 21, 2025 and March 28, 2025, the date the first publication of such notice being not less than forty-six (46) days prior to the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates and (b) duly published continuously on the City's website for at least forty-five (45) days before the tentative date stated therein for the passage of the ordinance authorizing the issuance of such certificates; and

WHEREAS, the Notice designating May 13, 2025 as the tentative date the City Council would consider the ordinance authorizing the issuance of the Certificates was duly published on the City's website starting on March 14, 2025 and has been continuously published on the City's website to the date hereof; and

WHEREAS, the City Council hereby finds and determines that the time period for qualified voters of the City to submit a petition as authorized by Section 271.049, Texas Local Government Code has remained open from the date of the adoption of the resolution authorizing the giving of the Notice to the date hereof; and

WHEREAS, no petition protesting the issuance of the certificates of obligation and bearing valid petition signatures of at least 5% of the qualified electors of the City, has been presented to or filed with the Mayor, City Secretary, Assistant City Secretary or any other official of the City on or prior to the date of the passage of this ordinance; and

WHEREAS, the Council by this ordinance, in accordance with the provisions of Texas Government Code, Chapter 1371, as amended ("Chapter 1371"), delegates to a Pricing Officer (hereinafter designated) the authority to determine the principal amount of the Certificates to be issued and to negotiate the terms of sale thereof, with such amount and terms of sale, among other information and terms, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose. Certificates of obligation of the City shall be and are hereby authorized to be issued in an amount not to exceed the aggregate original principal amount hereinafter set forth to be designated and bear the title "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025" or such other designation as specified in the Pricing Certificate (hereinafter referred to as the "Certificates"), for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping, curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing parks administration building and an existing public works service center administration building and (ix) professional services rendered in connection therewith, pursuant to authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Certificate Date. The Certificates are issuable in fully registered form only; shall be dated as provided in the Pricing Certificate (the "Certificate Date") and shall be in denominations of $5,000 or any integral multiple thereof (within a Stated Maturity) and the Certificates shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in principal amounts and bear interest at the per annum rates in accordance with the details of the Certificates as provided in the Pricing Certificate.

The Certificates shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months), and

such interest shall be payable in each year, on the dates and commencing on the date, set forth in the Pricing Certificate.

SECTION 3: Delegation of Authority to Pricing Officer. (a) As authorized by Chapter 1371, the City Manager or the Director of Finance of the City (either a "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Certificates and carrying out the other procedures specified in this Ordinance determining the aggregate principal amount of the Certificates, the date of the Certificates, any additional or different designation or title by which the Certificates shall be known, the price at which the Certificates will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Certificates will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Certificates will accrue, the interest payment dates, the record date, the price and terms upon and at which the Certificates shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the terms of any bond insurance applicable to the Certificates, any modification of the continuing disclosure undertaking contained in Section 36 hereof as may be required by the purchasers of the Certificates in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Certificates, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Certificates shall not exceed $150,000,000;

(ii) the maximum true interest cost for the Certificates shall not exceed 5.25%; and

(iii) the maximum maturity date of the Certificates shall not exceed September 1, 2050.

The execution of the Pricing Certificate shall evidence the sale date of the Certificates by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Certificates, then the Pricing Officer is authorized, in connection with effecting the sale of the Certificates, to make the selection of the municipal bond insurance company for the Certificates (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy in support of the Certificates. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to affect the issuance of such policy by the Insurer.

(b) In establishing the aggregate principal amount of the Certificates, the Pricing Officer shall establish an amount not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Certificates are authorized and to pay costs of issuing the Certificates. The delegation made hereby shall expire if not exercised by the Pricing Officer within six (6) months of the date of the adoption of this Ordinance. The Certificates shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4: Terms of Payment Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Certificates, due and payable by reason of maturity, redemption, or otherwise, shall be payable only to the registered owners or holders of the Certificates (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Certificates shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, transfer and exchange of the Certificates (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, as provided herein and in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement", substantially in the form attached hereto as **Exhibit A**, and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer or the Mayor or Mayor Pro Tem are each hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Certificates. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Certificates, shall be payable at the Stated Maturities or the redemption thereof only upon presentation and surrender of the Certificates to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"). Interest on the Certificates shall be paid to the Holders whose names appear in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and shall be paid by the Paying Agent/Registrar (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Certificates - Predecessor Certificates. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Certificates issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Certificate may be transferred or exchanged for Certificates of other authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Certificate to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Certificate (other than the Initial Certificate(s) authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of authorized denominations and having the same Stated Maturity and of a like aggregate principal amount as the Certificate or Certificates surrendered for transfer.

At the option of the Holder, Certificates (other than the Initial Certificate(s) authorized in Section 8 hereof) may be exchanged for other Certificates of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Certificates surrendered for exchange, upon surrender of the Certificates to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Certificates are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Certificates to the Holder requesting the exchange.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay, and entitled to the same benefits under this Ordinance, as the Certificates surrendered in such transfer or exchange.

All transfers or exchanges of Certificates pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Certificates cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Certificates”, evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Certificate or Certificates registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Certificates” shall include any mutilated, lost, destroyed or stolen Certificate for which a replacement Certificate has been issued, registered and delivered in lieu thereof pursuant to the provisions of Section 20 hereof and such new replacement Certificate shall be deemed to evidence the same obligation as the mutilated, lost, destroyed or stolen Certificate.

Neither the City nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Certificate called for redemption, in whole or in part, within 45 days of the date fixed for the redemption of such Certificate; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Certificate called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained herein relating to the payment, and transfer/exchange of the Certificates, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the operational arrangements referenced in the Blanket Issuer Letter of Representations by and between the City and DTC (the "Depository Agreement").

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Certificates shall be deposited with DTC who shall hold said Certificates for its participants (the "DTC Participants"). While the Certificates are held by DTC under the Depository Agreement, the Holder of the Certificates on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Certificate (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Certificates or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Certificates to cause Certificates to be printed in definitive form and issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Certificates in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Certificates shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Certificates shall be executed on behalf of the City by the Mayor or Mayor Pro Tem under its seal reproduced or impressed thereon and countersigned by the City Secretary or Assistant City Secretary. The signature of said officers on the Certificates may be manual or facsimile. Certificates bearing the manual or facsimile signatures of individuals who are or were the proper officers of the City on the Certificate Date shall be deemed to be duly executed on behalf of the City, notwithstanding that one or more of the individuals executing the same shall cease to be such officer at the time of delivery of the Certificates to the initial purchaser(s) and with respect to Certificates delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code Chapter 1201, as amended.

No Certificate shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Certificate either a certificate of registration substantially in the form provided in Section 9(c), executed by facsimile or manually by the Comptroller of Public Accounts of the State of Texas, or his duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Certificate shall be conclusive evidence, and the only evidence, that such Certificate has been duly certified, registered and delivered.

SECTION 8: Initial Certificate(s). The Certificates herein authorized shall be initially issued either (i) as a single fully registered certificate in the total principal amount with principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1, or (ii) as multiple fully registered certificates with one certificate for each year of maturity in the applicable principal amount and denomination and to be numbered consecutively from T-1 and

upward (hereinafter called the "Initial Certificate(s)") and, in either case, the Initial Certificate(s) shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Certificate(s) shall be the Certificate(s) submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Certificate(s), the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Certificate(s) delivered hereunder and exchange therefor definitive Certificates of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms.

(a) Forms Generally. The Certificates, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Certificates, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and to be completed and modified with the information set forth in the Pricing Certificate and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends in the event the Certificates, or any maturities thereof, are purchased with insurance and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the officers executing such Certificates as evidenced by their execution or determined by the Pricing Officer. The Pricing Officer shall set forth the final and controlling forms and terms of the Certificates. Any portion of the text of any Certificates may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Certificate.

The definitive Certificates and the Initial Certificate(s) shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Certificates as evidenced by their execution.

(b) Form of Definitive Certificates.

REGISTERED NO. _____ REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2025

| Certificate Date: | Interest Rate: | Stated Maturity: | CUSIP No.: |
|---|---|---|---|
| _____, 2025 | _____% | _____ 1, 20__ | _____ |

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Certificate appearing below (unless this Certificate bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Certificate is prior to the initial interest payment date in which case it shall bear interest from _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ in each year, commencing _____, 20____, until maturity **[**or prior redemption**]**. Principal of this Certificate is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Certificate is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Certificate. Interest is payable to the registered owner of this Certificate (or one or more Predecessor Certificates, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Certificate is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Certificates") for the purpose of paying contractual obligations to be incurred for (i) designing, constructing, improving, renovating and equipping parking structures for City owned facilities, including the acquisition of land and rights-of-way therefor, (ii) designing, constructing, improving, remodeling, renovating and equipping an administrative office building housing the government functions of the City and a related parking structure, including the acquisition of land and rights-of-way therefor, (iii) acquiring, designing, constructing, equipping and improving fire-fighting facilities, including the acquisition of land and rights-of-way therefor, (iv) acquiring and installing wireless communication and information technology system equipment and software, (v) acquiring, constructing, improving, remodeling, renovating and equipping park and recreation facilities that are generally accessible to the public and are part of the municipal park and recreation system, including the acquisition of land and rights-of-way therefor, (vi) constructing and improving streets, including drainage, landscaping,

curbs, gutters, sidewalks, entryways, pedestrian pathways, signage and traffic signalization and the acquisition of land and rights-of-way therefor, (vii) improving and extending the City's combined waterworks and sewer system, including the acquisition of land and rights-of-way therefor, (viii) improving, remodeling, renovating and equipping an existing parks administration building and an existing public works service center administration building and (ix) professional services rendered in connection therewith, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Texas Local Government Code, Subchapter C of Chapter 271, as amended, and Texas Government Code, Chapter 1371, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

**[**The Certificates maturing on the date hereinafter identified (collectively, the "Term Certificates") are subject to mandatory redemption prior to maturity with funds on deposit in the Certificate Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the mandatory redemption date on the respective dates and in principal amounts as follows:

The particular Term Certificates of a stated maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Certificates for a stated maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Certificates of like stated maturity which, at least fifty (50) days prior to the mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.**]**

**[**The Certificates maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if in part by lot by the Paying Agent/Registrar), on _____, 20__ or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of each Certificate to be redeemed at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Certificate

(or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon the redemption date such Certificate (or the portion of its principal sum to be redeemed) shall become due and payable, and, if moneys for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable from and after the redemption date on the principal amount redeemed.

In the event a portion of the principal amount of a Certificate is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Certificate to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Certificate or Certificates of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Certificate is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Certificate to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Certificate redeemed in part.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Certificates to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received or such prerequisite is not satisfied, such notice shall be of no force and effect, the City shall not redeem such Certificates and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Certificates have not been redeemed.**]**

The Certificates are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City and from a limited pledge of the Net Revenues of the City's combined Waterworks and Sewer System (the "System"), such pledge being limited to an amount of $1,000 and being junior and subordinate to the lien on and pledge of such Net Revenues securing the payment of the Prior Lien Obligations (identified and defined in the Ordinance) now outstanding and hereafter issued by the City. In the Ordinance, the City reserves and retains the right to issue Prior Lien Obligations without limitation as to principal amount but subject to any applicable terms, conditions or restrictions under law or otherwise, as well as the right to issue additional obligations payable from the same sources as the Certificates and, together with the Certificates, equally and ratably secured by a parity lien on and pledge of the Net Revenues of the System.

Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all the provisions of which the owner or holder of this Certificate by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Certificates; the Net Revenues pledged to the payment of the principal of and interest on the Certificates; the nature and extent and manner of enforcement of the pledge; the terms and conditions relating to the transfer or exchange of this Certificate; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions

upon which the tax levy and the pledges, charges and covenants made therein may be discharged at or prior to the maturity of this Certificate, and this Certificate deemed to be no longer Outstanding thereunder; and for the other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Certificate, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Certificates of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Certificate as the owner entitled to payment of principal hereof at its Stated Maturity or upon its prior redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be 15 days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Certificates is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Certificates to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Certificates do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Certificates as aforestated. In case any provision in this Certificate shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Certificate and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Certificate to be duly executed under the official seal of the City as of the Certificate Date.

CITY OF CELINA, TEXAS

_____
[Mayor][Mayor Pro Tem]

COUNTERSIGNED:

_____
[City Secretary][Assistant City Secretary]

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Certificate(s) only.

REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS

| | | |
|---|---|---|
| OFFICE OF THE COMPTROLLER | ) | |
| OF PUBLIC ACCOUNTS | ) | REGISTER NO. _____ |
| THE STATE OF TEXAS | ) | |

I HEREBY CERTIFY that this Certificate has been examined, certified as to validity, and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(SEAL)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Certificates only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Certificate has been duly issued and registered under the provisions of the within mentioned Ordinance; the certificate or certificates of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar located in _____, _____, is the "Designated Payment/Transfer Office" for this Certificate.

_____ BANK, ____, Texas,

as Paying Agent/Registrar

Registration Date:

_____ By _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
_____
(Social Security or other identifying number _____) the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints _____
_____
attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

_____
Signature guaranteed:

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular.

(f) The Initial Certificate(s) shall be in the form set forth in paragraph (b) of this Section, except that the form of a single fully registered Initial Certificate shall be modified as follows:

Heading and first paragraph shall be modified to read as follows:

REGISTERED NO. T-1 REGISTERED $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE
CERTIFICATE OF OBLIGATION
SERIES 2025

Certificate Date: _____, 2025

Registered Owner:

Principal Amount:

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named

above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in each of the years and in principal installments in accordance with the following schedule:

| Year of Stated Maturity | Principal Amount ($) | Interest Rate (%) |
|---|---|---|

(Information to be inserted from the Pricing Certificate).

(or so much thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal amounts hereof from the date of delivery to the initial purchaser at the per annum rate(s) of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____ and _____ of each year, commencing _____, 20___, until maturity or prior redemption. Principal installments of this Certificate are payable on the Stated Maturity dates or on a redemption date to the registered owner hereof by _____, _____, Texas (the "Paying Agent/Registrar"), upon its presentation and surrender at its designated offices, initially in ____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Certificate whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date hereof and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, a legal holiday, or a day when banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day when such banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Certificate shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10: Definitions. For purposes of this Ordinance and for clarity with respect to the issuance of the Certificates herein authorized, and the levy of taxes and appropriation of Net Revenues therefor, the following words or terms, whenever the same appears herein without qualifying language, are defined to mean as follows:

(a) The term "Additional Obligations" shall mean tax and revenue obligations hereafter issued which by their terms are payable from ad valorem taxes and additionally payable from and secured by a parity lien on and pledge of the Net Revenues of the System of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

(b) The term "Certificates" shall mean the "CITY OF CELINA, TEXAS, TAX AND WATERWORKS AND SEWER SYSTEM (LIMITED PLEDGE) REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025" authorized by this Ordinance.

(c) The term "Certificate Fund" shall mean the special fund created and established under the provisions of Section 11 of this Ordinance.

(d) The term “Collection Date” shall mean, when reference is being made to the levy and collection of annual ad valorem taxes, the date the annual ad valorem taxes levied each year by the City become delinquent.

(e) The term “Fiscal Year” shall mean the annual financial accounting period used with respect to the operations of the System now ending on September 30th of each year; provided, however, the City Council may change, by ordinance duly passed, such annual financial accounting period to end on another date if such change is found and determined to be necessary for budgetary or other fiscal purposes.

(f) Unless otherwise modified by the Pricing Officer, the term “Government Securities” shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Certificates under the then applicable laws of the State of Texas.

(g) The term “Gross Revenues” shall mean, with respect to the System and for any defined period, all income and revenues derived from the operation and ownership of the System, excluding, however, meter deposits, gifts, grants in aid of construction and similar kinds of receipts and moneys restricted as to use or expenditure.

(h) The term “Net Revenues” shall mean, with respect to the System and for any defined period, the Gross Revenues of the System after deducting the System’s Operating and Maintenance Expenses.

(i) The term “Operating and Maintenance Expenses” shall mean, for any defined period, all current expenses and costs of operating and maintaining the System, including all salaries, labor, materials and repairs and extensions necessary to render efficient service; provided, however, that only such repairs and extensions, as in the judgment of the City Council, reasonably and fairly exercised, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or condition which would otherwise impair the security of any Certificates or obligations payable from and secured by a lien on the Net Revenues of the System, shall be deducted in determining “Net Revenues”. Depreciation and payments into and out of the funds maintained for the payment of the Prior Lien Obligations and similar funds maintained for the payment of obligations payable from and secured by a lien on and pledge of the Net Revenues shall never be considered as Operating and Maintenance Expenses.

(j) The term “Outstanding” when used in this Ordinance with respect to Certificates means, as of the date of determination, all Certificates theretofore issued and delivered under this Ordinance, except:

(1) those Certificates cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Certificates for which payment has been duly provided by the City in accordance with the provisions of Section 21 hereof; and

(3) those Certificates that have been mutilated, destroyed, lost, or stolen and replacement Certificates have been registered and delivered in lieu thereof as provided in Section 20 hereof.

(k) The term "Prior Lien Obligations" shall mean (A) all revenue bonds or other obligations hereafter issued, payable solely from and secured only by a lien on and pledge of the Net Revenues of the System, and (B) obligations now outstanding and hereafter issued which by the terms of this Ordinance and the ordinances authorizing their issuance have a prior right and claim on the Net Revenues of the System to the claim and right securing the payment of the Certificates.

(l) The term "System" shall mean all plants, properties and facilities owned, operated and maintained by the City for the supply, storage and distribution of treated water and the collection, treatment and disposal of water-carried wastes, together with all future improvements, extensions, enlargements and additions thereto and replacements thereof.

SECTION 11: Certificate Fund. For the purpose of paying the interest on and to provide a sinking fund for the payment, redemption and retirement of the Certificates, there shall be and is hereby created a special account or fund on the books and records of the City known as the "SPECIAL SERIES 2025 TAX AND REVENUE CERTIFICATE OF OBLIGATION FUND" (the "Certificate Fund"), and all moneys deposited to the credit of such fund shall be shall be kept and maintained in a special banking account at the City's depository bank. The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary and Assistant City Secretary, individually or collectively, of the City are hereby authorized and directed to make withdrawals from said fund sufficient to pay the principal of and interest on the Certificates as the same become due and payable, and, shall cause to be transferred to the Paying Agent/Registrar from moneys on deposit in the Certificate Fund an amount sufficient to pay the amount of principal and/or interest falling due on the Certificates, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Certificates.

Pending the transfer of funds to the Paying Agent/Registrar, money in the Certificate Fund may, at the option of the City, be invested in obligations identified in, and in accordance with the provisions of the "Public Funds Investment Act" (Texas Government Code, Chapter 2256, as amended) relating to the investment of "bond proceeds" and the City's investment policy; provided that all such investments shall be made in such a manner that the money required to be expended from said fund will be available at the proper time or times. All interest and income derived from deposits and investments in said Certificate Fund shall be credited to, and any losses debited to, the said Certificate Fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Certificates.

SECTION 12: Tax Levy. To provide for the payment of the "Debt Service Requirements" on the Certificates being (i) the interest on said Certificates and (ii) a sinking fund for their payment at maturity or redemption or a sinking fund of 2% (whichever amount shall be the greater), there shall be and there is hereby levied a sufficient tax on each one hundred dollars' valuation of taxable property in said City, within the limitations prescribed by law, adequate to pay such Debt Service Requirements while the Certificates remain Outstanding, full allowance being made for delinquencies and costs of collection; and said tax shall be assessed and collected each year and

applied to the payment of the Debt Service Requirements, and the same shall not be diverted to any other purpose. The taxes so levied and collected shall be paid into the Certificate Fund. The City Council hereby declares its purpose and intent to provide and levy a tax legally and fully sufficient to pay the said Debt Service Requirements, it having been determined that the existing and available taxing authority of the City for such purpose is adequate to permit a legally sufficient tax in consideration of all other outstanding indebtedness.

The amount of taxes to be provided annually for the payment of the principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(a) Prior to the date the City Council establishes the annual tax rate and passes an ordinance levying ad valorem taxes each year, the City Council shall determine:

(1) The amount on deposit in the Certificate Fund after (a) deducting therefrom the total amount of Debt Service Requirements to become due on Certificates prior to the Collection Date for the ad valorem taxes to be levied and (b) adding thereto the amount of the Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and allocated to pay such Debt Service Requirements prior to the Collection Date for the ad valorem taxes to be levied.

(2) The amount of Net Revenues of the System, together with any other lawfully available revenues of the City, appropriated and to be set aside for the payment of the Debt Service Requirements on the Certificates between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(3) The amount of Debt Service Requirements to become due and payable on the Certificates (or a sinking fund of 2% if greater than the amount due and payable on the Certificates) between the Collection Date for the taxes then to be levied and the Collection Date for the taxes to be levied during the next succeeding calendar year.

(b) The amount of taxes to be levied annually each year to pay the Debt Service Requirements on the Certificates shall be the amount established in paragraph (3) above less the sum total of the amounts established in paragraphs (1) and (2), after taking into consideration delinquencies and costs of collecting such annual taxes.

SECTION 13: Limited Pledge of Revenues. The City hereby covenants and agrees that, subject to the prior lien on and pledge of the Net Revenues of the System to the payment and security of Prior Lien Obligations, the Net Revenues of the System in an amount equal to $1,000 are hereby irrevocably pledged to the payment of the principal of and interest on the Certificates, and the limited pledge of $1,000 of the Net Revenues of the System herein made for the payment of the Certificates shall constitute a lien on the Net Revenues of the System (until such time as the City shall pay all of such $1,000, after which time the pledge shall cease) in accordance with the terms and provisions hereof. Furthermore, such lien on and pledge of the Net Revenues securing the payment of the Certificates shall be valid and binding and fully perfected from and after the date of adoption of this Ordinance without physical delivery or transfer or transfer of control of the Net Revenues, the filing of this Ordinance or any other act; all as provided in Texas Government Code, Chapter 1208, as amended ("Chapter 1208").

Chapter 1208 applies to the issuance of the Certificates and the pledge of the Net Revenues of the System granted by the City under this Section 13, and such pledge is therefore valid, effective and perfected. If Texas law is amended at any time while the Certificates are Outstanding such that the pledge of the Net Revenues of the System granted by the City under this Section 13 is to be subject to the filing requirements of the Texas Business and Commerce Code, Chapter 9, as amended, then in order to preserve to the registered owners of the Certificates the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of the Texas Business and Commerce Code, Chapter 9, as amended, and enable a filing to perfect the security interest in said pledge to occur.

SECTION 14: System Fund. The City covenants and agrees that all Gross Revenues (excluding earnings from the investment of money held in any special funds or accounts created for the payment and security of the Prior Lien Obligations) shall be deposited as collected into a fund maintained at an official depository of the City and known on the books of the City as the "System Fund" (hereinafter called the "System Fund"). All moneys deposited to the credit of the System Fund shall be allocated, dedicated and disbursed to the extent required for the following purposes and in the order of priority shown, to wit:

> First: To the payment of all necessary and reasonable Operating and Maintenance Expenses of the System as defined herein or required by statute to be a first charge on and claim against the revenues thereof.
>
> Second: To the payment of all amounts required to be deposited in the special Funds created and established for the payment, security and benefit of Prior Lien Obligations in accordance with the terms and provisions of the ordinance(s) authorizing the issuance of Prior Lien Obligations.
>
> Third: To the payment, equally and ratably, of the amounts pledged to the payment of the Certificates, the "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2021A" (the "Series 2021A Certificates") and Additional Obligations, if any.

Any Net Revenues remaining in the System Fund after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other City purpose now or hereafter permitted by law.

SECTION 15: Deposits to Certificate Fund. Subject to the provisions of Section 13 hereof, the City hereby covenants and agrees to cause to be deposited in the Certificate Fund from the pledged Net Revenues of the System in the System Fund, the amount of Net Revenues of the System pledged to the payment of the Certificates.

The City covenants and agrees that the amount of pledged Net Revenues of the System ($1,000), together with other lawfully available revenues appropriated by the City for payment of the debt service requirements on the Certificates and ad valorem taxes levied, collected, and deposited in the Certificate Fund for and on behalf of the Certificates, will be an amount equal to one hundred percent (100%) of the amount required to fully pay the interest and principal due and payable on the Certificates. In addition, any surplus proceeds from the sale of the Certificates not expended for authorized purposes shall be deposited in the Certificate Fund, and such amounts so deposited shall reduce the sums otherwise required to be deposited in said Fund from ad valorem taxes and the Net Revenues of the System.

SECTION 16: Security of Funds. All moneys on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and moneys on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

SECTION 17: Special Covenants. The City hereby further covenants as follows:

(a) It has the lawful power to pledge the Net Revenues of the System to the payment of the Certificates in the manner herein contemplated and has lawfully exercised such power under the Constitution and laws of the State of Texas, including said power existing under Texas Government Code, Chapter 1502, as amended, and Texas Local Government Code, Subchapter C of Chapter 271, as amended.

(b) Other than for the payment of the Prior Lien Obligations, the Series 2021A Certificates and the Certificates, the Net Revenues of the System have not in any manner been pledged to the payment of any debt or obligation of the City or of the System.

SECTION 18: Issuance of Prior Lien Obligations and Additional Parity Obligations. The City hereby expressly reserves the right to hereafter issue Prior Lien Obligations, without limitation as to principal amount but subject to any terms, conditions or restrictions applicable thereto under law or otherwise, payable, in whole or in part, from the Net Revenues (without impairment of the obligation of contract with the Holders of the Certificates) upon such terms and conditions as the City Council may determine. Additionally, the City reserves the right to issue obligations payable, in whole or in part, from the Net Revenues of the System and, to the extent provided, secured by a lien on and pledge of the Net Revenues of equal rank and dignity with the lien and pledge securing the payment of the Certificates.

SECTION 19: Application of Prior Lien Obligations Covenants and Agreements. It is the intention of this governing body and accordingly hereby recognized and stipulated that the provisions, agreements and covenants contained herein bearing upon the management and operations of the System, and the administering and application of revenues derived from the operation thereof, shall to the extent possible be harmonized with like provisions, agreements and covenants contained in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, and to the extent of any irreconcilable conflict between the provisions contained herein and in the ordinance(s) authorizing the issuance of the Prior Lien Obligations, the provisions, agreements and covenants contained therein shall prevail to the extent of such conflict and be applicable to this Ordinance but in all respects subject to the priority of rights and benefits, if any, conferred thereby to the holders of the Prior Lien Obligations.

SECTION 20: Mutilated - Destroyed - Lost and Stolen Certificates. In case any Certificate shall be mutilated, or destroyed, lost or stolen, the Paying Agent/Registrar may execute and deliver a replacement Certificate of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Certificate, or in lieu of and in substitution for such destroyed, lost or stolen Certificate, only upon the approval of the City and after (i) the filing by the Holder thereof with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss or theft of such Certificate, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Certificate shall be borne by the Holder of the Certificate mutilated, or destroyed, lost or stolen.

Every replacement Certificate issued pursuant to this Section shall be a valid and binding obligation, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Certificates; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Certificates.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Certificates.

SECTION 21: Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Certificates, at the times and in the manner stipulated in this Ordinance, then the pledge of taxes levied under this Ordinance and the Net Revenues of the System (to the extent such pledge of Net Revenues shall not have been discharged or terminated by prior payment of principal of or interest on the Certificates) and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Certificates or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Certificates or the principal amount(s) thereof at maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Certificates, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Certificates to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Certificates shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption, at an earlier date those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption; (ii) gives notice of the reservation of that right to the Owners immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the

Certificates, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Certificates and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Certificates such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

SECTION 22: Ordinance a Contract - Amendments. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the City, and shall not be amended or repealed by the City while any Certificates remain Outstanding except as permitted in this Section and in Section 36 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders holding a majority in aggregate principal amount of the Certificates then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Holders of Outstanding Certificates, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Certificates, reduce the principal amount thereof, the redemption price or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, or (3) reduce the aggregate principal amount of Certificates required to be held by Holders for consent to any such amendment, addition, or rescission.

SECTION 23: Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"*Closing Date*" means the date on which the Certificates are first authenticated and delivered to the initial purchasers against payment therefor.

"*Code*" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"*Computation Date*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Gross Proceeds*" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Certificates.

"*Investment*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Certificates are invested and which is not acquired to carry out the governmental purposes of the Certificates.

"*Rebate Amount*" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"*Regulations*" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Certificates. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"*Yield*" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Certificates has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Certificate to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Certificate, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Certificates:

(1) exclusively own, operate and possess all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Certificates, and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(2) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Certificates or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds, other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Certificates to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take or pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed or

improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Certificates directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Certificates.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Certificates to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038 G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(1) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last outstanding Certificate is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Certificates with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(2) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Certificates until six years after the final Computation Date.

(3) As additional consideration for the purchase of the Certificates by the Purchaser and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the owners thereof for federal income tax purposes, the City shall pay to the United States from the construction fund, the general fund, or other appropriate fund or, if permitted by applicable Texas statute, regulation or opinion of the Attorney General of the State of Texas, the Certificate Fund, the amount that when added to the future value of previous rebate payments made for the Certificates equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form

8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(4) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Certificates, enter into any transaction that reduces the amount required to be paid to the United States pursuant to Subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Certificates not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager and Director of Finance, individually or collectively, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as they deem necessary or appropriate in connection with the Certificates, in the Certificate as to Tax Exemption or similar or other appropriate certificate, form or document.

(k) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Certificates as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Certificates qualify for such designation and confirm that the Certificates are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Certificates are issued will not exceed the applicable limitation.

SECTION 24: Sale of Certificates – Official Statement Approval. The Certificates authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Certificates;

2. The details of any public offering of the Certificates by the Purchasers, if any;

3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Certificates and the City's Rule 15c2-12 compliance, if applicable;

4. A security deposit for the Certificates, if any;

5. The representations and warranties of the City to the Purchasers;

6. The details of the delivery of, and payment for, the Certificates;

7. The Purchasers' obligations under the Purchase Contract;

8. The certain conditions to the obligations of the City under the Purchase Contract;

9. Termination of the Purchase Contract;

10. Particular covenants of the City;

11. The survival of representations made in the Purchase Contract;

12. The payment of any expenses relating to the Purchase Contract;

13. Notices; and

14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Certificates.

The Mayor or Mayor Pro Tem and City Secretary or Assistant City Secretary of the City and the Pricing Officer are each further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Certificates by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by such officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 25: Proceeds of Sale. The proceeds of sale of the Certificates, excluding accrued interest, if any, received from the Purchasers, and amounts to pay costs of issuance and any additional proceeds to be deposited to the Certificate Fund as specified in the Pricing Certificate, shall be deposited in a construction fund maintained at a depository bank of the City. Pending expenditure for authorized projects and purposes, such proceeds of sale may be invested in authorized investments in accordance with the provisions of Texas Government Code, Chapter 2256, as amended, including guaranteed investment contracts permitted by Texas Government Code, Section 2256.015 et seq., as amended, and the City's investment policies and guidelines, and any investment earnings realized may be expended for such authorized projects and purposes or deposited in the Certificate Fund as shall be determined by the City Council. Accrued interest, if any, received from the Purchasers as well as any surplus proceeds of sale of the Certificates, including investment earnings, remaining after completion of all authorized projects or purposes shall be deposited to the credit of the Certificate Fund.

SECTION 26: Control and Custody of Certificates. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary orders and records pending the sale of the Certificates, the investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Certificates, and shall take and have charge and control of the

Initial Certificate(s) pending the approval thereof by the Attorney General, the registration thereof by the Comptroller of Public Accounts and the delivery thereof to the Purchaser.

SECTION 27: Notices to Holders Waiver. Wherever this Ordinance provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Certificates. Where this Ordinance provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 28: Cancellation. All Certificates surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Certificates previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Certificates so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Certificates held by the Paying Agent/Registrar shall be returned to the City.

SECTION 29: Bond Counsel's Opinion. The Purchaser's obligation to accept delivery of the Certificates is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Dallas, Texas, approving the Certificates as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Certificates. An executed counterpart of said opinion shall accompany the global certificates deposited with DTC or a reproduction thereof shall be printed on the definitive Certificates in the event the book-entry-only system shall be discontinued. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 30: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Certificates shall be of no significance or effect as regards the legality thereof and neither the City nor attorneys approving the Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Certificates.

SECTION 31: Benefits of Ordinance. Nothing in this Ordinance, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof, and this Ordinance and all its provisions is intended to be and shall be for the sole and exclusive benefit of the City, the Paying Agent/Registrar and the Holders.

SECTION 32: Inconsistent Provisions. All ordinances, orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance are hereby

repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 33: Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 34: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 35: Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 36: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year ending in the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type of information contained in the Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) within twelve months after the end of each fiscal year ending in the year stated in the Pricing Certificate, audited financial statements of the City. Any financial statements so provided shall be prepared in accordance with the accounting principles described in described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation. If audited financial statements are not available within 12 months after the end of any fiscal year, the City will provide unaudited financial statements by the required time, and audited financial statements when and if such audited financial statements become available.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Certificates to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

(1) Principal and interest payment delinquencies;
(2) Non-payment related defaults, if material;
(3) Unscheduled draws on debt service reserves reflecting financial difficulties;
(4) Unscheduled draws on credit enhancements reflecting financial difficulties;
(5) Substitution of credit or liquidity providers, or their failure to perform;
(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;
(7) Modifications to rights of holders of the Certificates, if material;
(8) Certificate calls, if material, and tender offers;
(9) Defeasances;
(10) Release, substitution, or sale of property securing repayment of the Certificates, if material;
(11) Rating changes;
(12) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;
(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the

entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding paragraphs (15) and (16) in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the City remains an "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) of this Section of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Certificates; and, nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section. Except as expressly provided within this Section, the City does not undertake to provide any other information, whether or not it may be relevant or material to a complete presentation of the City's financial results, condition, or prospects; nor does the City undertake to update any information provided in accordance with this Section or otherwise. Furthermore, the City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of

operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Certificates. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent underwriters of the initial public offering of the Certificates from lawfully purchasing or selling Certificates in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 37: Severability. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and the City Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 38: Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary and Assistant City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Certificates. In addition, prior to the initial delivery of the Certificates, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance, City Secretary, Assistant City Secretary or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance: (i) in order to cure any ambiguity, formal defect or omission in the Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Certificates by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of the Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 39: Incorporation of Findings and Determinations. The findings and determinations of the City Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 40: Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 41: Effective Date. This Ordinance shall take effect and be in full force from and after its adoption on the date shown below in accordance with Texas Government Code, Section 1201.028, as amended.

*[Remainder of page left blank intentionally]*

PASSED AND ADOPTED, this May 13, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

**EXHIBIT A**

**FORM OF PAYING AGENT/REGISTRAR AGREEMENT**

# PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2025 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Celina, Texas (the "Issuer"),

## RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Celina, Texas Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2025" (the "Securities"), dated _____, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE ONE
## APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

**Section 1.01 Appointment**. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation**. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO
## DEFINITIONS

**Section 2.01 Definitions**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions**. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

## ARTICLE THREE
## PAYING AGENT

**Section 3.01 Duties of Paying Agent**. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

[NAME OF BANK]
Attention: _____
_____
_____

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

**Section 3.02 Payment Dates**. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

## ARTICLE FOUR
## REGISTRAR

**Section 4.01 Security Register - Transfers and Exchanges**. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities**. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register**. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders**. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05 Return of Cancelled Securities**. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities**. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer**. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## ARTICLE FIVE
## THE BANK

**Section 5.01 Duties of Bank**. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc**.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer**. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities**. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization**. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification**. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader**. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## ARTICLE SIX
## MISCELLANEOUS PROVISIONS

**Section 6.01 Amendment**. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices**. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

**Section 6.04 Effect of Headings**. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns**. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability**. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement**. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement**. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination**. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations**. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ BANK

By:_____

Title: _____

Address: _____
_____

*signature page to Paying Agent/Registrar Agreement*

CITY OF CELINA, TEXAS

By: _____
_____ and Pricing Officer

Address: 142 N. Ohio Street
Celina, Texas 75009

*signature page to Paying Agent/Registrar Agreement*

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: | May 13, 2025 |
| Re: | General Obligation Bond Refunding |

**Action Requested:**
Discussion and consideration of all matters incident and related to the issuance and sale of "City of Celina, Texas General Obligation Refunding Bonds, Series 2025," including the adoption of an Ordinance authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized official of the City. (Stovall)

**Background Information:**
The City has identified a refinancing opportunity for two of its currently outstanding bond obligations.

City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2014," dated June 1, 2014; and

City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015" dated September 15, 2015.

A refunding of bonds is essentially the process of replacing an existing bond issue that has higher interest rates with a new bond issue with lower interest rates. The proceeds from the sale of the refunding bonds are used to pay off the outstanding principal and any remaining interest to the call date on the old bonds. This refinancing will provide for annual savings by locking in lower interest payments.

The term of the bonds will not be extended.

**Legal Review:**
Legal has completed their review.

**Supporting Documents:**
1. GO Refunding Power Point Presentation
2. GO Refunding 2025 - Ordinance
3. Exhibit A: GO Refunding 2025 - PAR

**Financial Consideration:**
The city will recognize savings due to the refinancing of the 2014 and 2015 refinancing of bonds.

**Staff Recommendation:**
Staff recommends approval.

# GENERAL OBLIGATION BOND REFUNDING – 2025

City Council Meeting
May 13, 2025

# REFUNDING OF BONDS

A refunding of bonds is essentially the process of replacing an existing bond issue that has higher interest rates with a new bond issue with lower interest rates. The proceeds from the sale of the refunding bonds are used to pay off the outstanding principal and any remaining interest to the call date on the old bonds. This refinancing will provide for annual savings by locking in lower interest payments. The term of the bonds will not be extended.

# REFUNDING BOND SALE RESULTS

[to come upon final pricing]

# CITY TEAM

- Hilltop Securities – Financial Advisor
  - Fiduciary responsibility to the City
  - Advises on all capital-related matters for the City and related PIDs
  - Structure overall finance plans

- Norton Rose Fulbright – Bond Counsel
  - Opines on legal matters related to bond issuances and development districts
  - Ensure City is in compliance with State law and Federal tax law
  - Interfaces with the Texas AG

# RECENT DEBT ISSUANCE AND CREDIT PROFILE

- 3-year history
  - 2022: Issued COs to fund $35mm for general government projects, $35mm for water/wastewater projects
  - 2023: Issued COs to fund $48mm for general government, $40mm for water/wastewater and $10mm for CDC projects
  - 2024: Issued COs to fund $125mm for general government and $16mm for water/wastewater

- Credit ratings
  - S&P: “AA” – upgraded in 2018 – Affirmed in 2025
    - Positive Outlook assigned
  - Moody’s: “Aa1” – upgraded in 2024 – Affirmed in 2025

# QUESTIONS?

ORDINANCE NO. 2025-____

AN ORDINANCE authorizing the issuance of "CITY OF CELINA, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025"; levying a continuing direct annual ad valorem tax for the payment of said Bonds; resolving other matters incident and related to the issuance, sale, payment and delivery of said Bonds; establishing procedures for the sale and delivery of said Bonds; and delegating matters relating to the sale and issuance of said Bonds to an authorized City official.

WHEREAS, the City of Celina, Texas (the "City") currently has outstanding obligations of the City of the following issue or series, to wit: "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2014," dated June 1, 2014 and "City of Celina, Texas, Tax and Waterworks and Sewer System (Limited Pledge) Revenue Certificates of Obligation, Series 2015" dated September 15, 2015 (hereinafter called the "Refunded Obligations");

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended ("Chapter 1207"), the City Council of the City (the "Council") is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinances authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Texas Government Code, Section 1207.007, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the "Pricing Certificate") to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Section 1207.007, as amended; now, therefore

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

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "CITY OF CELINA, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025", or such other designation as specified in the Pricing Certificate (herein referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain obligations of the City (described in the preamble hereof and finally identified in the Pricing Certificate and referred to herein as the "Refunded Obligations") and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207. The Bonds shall be dated (the "Bond Date") as provided in the Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of $5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in amounts and bear interest at the rate(s) per annum in accordance with the details of the Bonds as set forth in the Pricing Certificate.

The Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the Pricing Certificate.

SECTION 3. Delegation of Authority to Pricing Officer. (a) As authorized by Texas Government Code, Section 1207.007, as amended, the City Manager or Director of Finance of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series, in whole or in part, of the Refunded Obligations to be refunded, determining the aggregate principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on the Bonds will accrue, the interest payment dates, the record date, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of a paying agent/registrar, the designation of an escrow agent, if applicable, satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to the Bonds, including any modification of the continuing disclosure undertaking contained in Section 31 hereof as may be required by the purchasers of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed $14,350,000;

(ii) the refunding must produce a net present value debt service savings of at least 2.00%, net of any City contribution;

(iii) the maximum true interest cost for the Bonds shall not exceed 4.25%; and

(iv) the maximum maturity date of the Bonds shall not exceed September 1, 2035.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of such series of the Bonds, to make the selection of the municipal bond insurance company for such series of the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy or policies in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount for the Bonds not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the Pricing Certificate.

SECTION 4. Terms of Payment - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar (as defined below), and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the paying agent/registrar for the Bonds (the "Paying Agent/Registrar") shall be as provided in the Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest on a Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record

Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on maturities of the Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each Holder of the Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like maturity and amount and in authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, and of a like aggregate principal amount as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation

to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in the applicable sections hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of "Book-Entry-Only" securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York ("DTC"), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the "Depository Agreement") relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC's "Book-Entry-Only" System, which election shall be made by the Pricing Officer in the Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC and who shall hold said Bonds for its participants (the "DTC Participants"). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the "Beneficial Owners") being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City decides to discontinue the use of the system of book-entry transfers through DTC, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying

Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor or the Mayor Pro Tem under the City's seal reproduced or impressed thereon and attested by the City Secretary or Assistant City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 9(c), executed manually or by facsimile by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such registration certificate duly executed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8. Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds as specified in the Pricing Certificate, being a single, fully registered Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered T-1 (hereinafter called the "Initial Bond") and the Initial Bond shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9. Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling forms and terms

of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bond shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

REGISTERED
NO. R-_____

PRINCIPAL AMOUNT
$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2025

| Bond Date: | Interest Rate: | Stated Maturity: | CUSIP No.: |
|---|---|---|---|
| _____, 2025 | _____% | _____, 20__ | _____ |

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated [(or so much thereof as shall not have been paid upon prior redemption)], and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on _____ and _____ in each year, commencing _____, 20__, until maturity [or prior redemption]. Principal of this Bond is payable at its Stated Maturity [or upon its prior redemption] to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in _____, _____, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office")[; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond]. Interest is payable to the registered owner of this Bond (or Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the

Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of $_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance").

[The Bonds shall not be subject to redemption prior to maturity]

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

| Term Bonds due _____, 20__ | |
|---|---|
| Redemption Date | Principal Amount |
| _____, 20__ | |
| _____, 20__* | |

| Term Bonds due _____, 20__ | |
|---|---|
| Redemption Date | Principal Amount |
| _____, 20__ | |
| _____, 20__* | |

* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

[The Bonds maturing on and after _____, 20__, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of $5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.]

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity [or redemption], and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the

same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity[, or its redemption, in whole or in part], and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and municipal corporation duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF CELINA, TEXAS

_____

ATTEST: [Mayor][Mayor Pro Tem]

_____

[City Secretary][Assistant City Secretary]

(City Seal)

(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (
OF PUBLIC ACCOUNTS ( REGISTER NO. _____
THE STATE OF TEXAS (

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

_____
Comptroller of Public Accounts
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____, is the Designated Payment/Transfer Office for this Bond.

_____
_____
as Paying Agent/Registrar

Registration Date:

_____

By: _____
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
_____
(Social Security or other identifying number: _____
_____) the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____
attorney to transfer the within Bond on the books kept for registration thereof, with full power of

substitution in the premises.

DATED: _____

Signature guaranteed:

_____

_____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

(f) The Initial Bond shall be in the form set forth therefor in subsection (b) of this Section, except the heading and paragraph one shall be amended to read as follows:

NO. T-1 $_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CITY OF CELINA, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2025

Bond Date: _____, 2025

Registered Owner:

Principal Amount: DOLLARS

The City of Celina (hereinafter referred to as the "City"), a body corporate and municipal corporation in the Counties of Collin and Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the registered owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal amounts in accordance with the following schedule:

| STATED MATURITY | PRINCIPAL AMOUNT | INTEREST RATE(S) |
|---|---|---|

(Information to be inserted from Pricing Certificate)

[(without right of prior redemption)][(or so much principal thereof as shall not have been redeemed prior to maturity)] and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, 20__, and each _____ and _____ thereafter, until maturity [or prior redemption]. Principal installments of this Bond are payable in the year of maturity [or on a redemption date] to the registered owner hereof by _____ (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in _____, _____, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the _____ day of the month next preceding each interest payment date, and interest shall be paid by the Paying

Agent/Registrar by check sent United States mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

SECTION 10. Levy of Taxes. To provide for the payment of the "Debt Service Requirements" of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the City, within the limitations by law prescribed, sufficient to pay such Debt Service Requirements on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2025 GENERAL OBLIGATION REFUNDING BOND FUND", or such other fund designation as specified in the Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, with regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary or Assistant City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities (as defined below) shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting or consulting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys

have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise modified by the Pricing Officer, the term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13. Ordinance a Contract - Amendments - Outstanding Bonds. This Ordinance, together with the Pricing Certificate, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount of any affected Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce

the aggregate principal amount of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term "Outstanding" when used in this Ordinance with respect to Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Ordinance, except:

(1) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds within such series deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds within such series which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

"Closing Date" means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

"Code" means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

"Computation Date" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Gross Proceeds" means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

"Investment" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Nonpurpose Investment" means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

"Rebate Amount" has the meaning set forth in Section 1.148-1(b) of the Regulations.

"Regulations" means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds. Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

"Yield" of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of its general fund or other appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (ii) and (iii), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager or Director of Finance of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deem necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Current Refunding. The Bonds are being issued to pay and discharge in full the Refunded Obligations and such payment of the Refunded Obligations will occur within ninety (90) days after the issuance of the Bonds.

(m) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the Pricing Certificate the designation of the Bonds as "qualified tax-exempt obligations" in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not "private activity bonds" as defined in the Code and confirm the amount of "tax-exempt obligations" to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Bonds are issued will not exceed the applicable limitation.

SECTION 15. Sale of Bonds - Official Statement. The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (either, the "Purchase Contract"), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City's best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor or Mayor Pro Tem and the City Secretary or Assistant City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16. Escrow Agreement. An escrow agreement (the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agent's charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF CELINA, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2025 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized City official listed in Section 33 hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent or the paying agent for the Refunded Obligations from any moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the Pricing Certificate, of the amount of accrued interest due thereon).

To the extent an Escrow Agreement is not required in connection with the issuance of the Bonds, the Pricing Officer is authorized to enter into a deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds with the paying agent for the Refunded Obligations if needed. The deposit letter agreement or such other comparable document as executed by the Pricing Officer shall be deemed approved by the City Council and constitute the agreement herein approved.

SECTION 17. Refunded Obligations. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amount set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance adopted by this Council, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Obligations in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrar for the Refunded Obligations, in accordance with the redemption provisions applicable to the Refunded Obligations.

(b) The paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice of redemption as required by the ordinance authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the redemption date specified in the Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying

agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the Pricing Certificate finalized by the Pricing Officer.

SECTION 18. Control and Custody of Bonds. The Mayor or Mayor Pro Tem of the City shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

Furthermore, the Mayor, Mayor Pro Tem, Deputy Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary or Assistant City Secretary, individually or collectively, are hereby authorized and directed to furnish and execute such documents and certifications relating to the City and the issuance of the Bonds, including a certification as to facts, estimates, circumstances and reasonable expectations pertaining to the use and expenditure and investment of the proceeds of the Bonds as may be necessary for the approval of the Attorney General and their registration by the Comptroller of Public Accounts. In addition, such officials, together with the City's financial advisor, bond counsel and the Paying Agent/Registrar, are authorized and directed to make the necessary arrangements for the delivery of the Initial Bonds to the initial purchasers.

SECTION 19. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this Council.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations.

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given,

and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US LLP, Attorneys, Dallas, Texas, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The City Council confirms the continuation of the engagement of Norton Rose Fulbright US LLP as the City's bond counsel.

SECTION 23. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24. Benefits of Ordinance. Nothing in this Ordinance or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the Pricing Certificate, this Ordinance and all of its provisions and the Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 25. Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29. Severability. If any provision of this Ordinance or the Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.

SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"*MSRB*" means the Municipal Securities Rulemaking Board.

"*Rule*" means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

"*SEC*" means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the Pricing Certificate and (2) within twelve months after the end of each fiscal year, beginning with the year stated in the Pricing Certificate, if not provided as part of such financial information and operating data, audited financial statements of the City. If audited financial statements are not available by the required time, the City will provide unaudited financial statements by the required time and audited financial statements when and if such audited statements become available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding item 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City and (b) the City intends the words used in the immediately preceding items

15 and 16 in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City remains an "obligated person" with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an "obligated person."

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the

Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City's right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 32. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 33. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance and City Secretary or Assistant City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Assistant City Manager, Director of Finance or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the Pricing Certificate: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance 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 Ordinance, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 35. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

[*remainder of page intentionally left blank*]

PASSED AND ADOPTED, this May 13, 2025.

CITY OF CELINA, TEXAS

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

EXHIBIT A

form of PAYING AGENT/REGISTRAR AGREEMENT

# PAYING AGENT/REGISTRAR AGREEMENT

THIS AGREEMENT is entered into as of _____, 2025 (this "Agreement"), by and between _____, a banking association duly organized and existing under the laws of the United States of America, or its successors (the "Bank") and the City of Celina, Texas (the "Issuer"),

## RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its "City of Celina, Texas General Obligation Refunding Bonds, Series 2025" (the "Securities"), dated _____, 2025, such Securities scheduled to be delivered to the initial purchasers thereof on or about _____, 2025; and

WHEREAS, the Issuer has selected the Bank to serve as Paying Agent/Registrar in connection with the payment of the principal of, premium, if any, and interest on said Securities and with respect to the registration, transfer and exchange thereof by the registered owners thereof; and

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent/Registrar for the Securities;

NOW, THEREFORE, it is mutually agreed as follows:

## ARTICLE ONE
## APPOINTMENT OF BANK AS PAYING AGENT AND REGISTRAR

**Section 1.01 Appointment**. The Issuer hereby appoints the Bank to serve as Paying Agent with respect to the Securities, and, as Paying Agent for the Securities, the Bank shall be responsible for paying on behalf of the Issuer the principal, premium (if any), and interest on the Securities as the same become due and payable to the registered owners thereof; all in accordance with this Agreement and the "Authorizing Document" (hereinafter defined). The Issuer hereby appoints the Bank as Registrar with respect to the Securities and, as Registrar for the Securities, the Bank shall keep and maintain for and on behalf of the Issuer books and records as to the ownership of said Securities and with respect to the transfer and exchange thereof as provided herein and in the Authorizing Document.

The Bank hereby accepts its appointment, and agrees to serve as the Paying Agent and Registrar for the Securities.

**Section 1.02 Compensation**. As compensation for the Bank's services as Paying Agent/Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in **Annex A** attached hereto; provided however, notwithstanding anything herein or in Annex A to the contrary, the aggregate value of this agreement shall be less than the dollar limitation set forth in Sections 2271.002(a)(2), 2274.002(a)(2) and 2276.002(a)(2) of the Texas Government Code, as amended.

In addition, the Issuer agrees to reimburse the Bank upon its request for all reasonable expenses, disbursements and advances incurred or made by the Bank in accordance with any of

the provisions hereof (including the reasonable compensation and the expenses and disbursements of its agents and counsel).

## ARTICLE TWO
## DEFINITIONS

**Section 2.01 Definitions**. For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires:

"Acceleration Date" on any Security means the date, if any, on and after which the principal or any or all installments of interest, or both, are due and payable on any Security which has become accelerated pursuant to the terms of the Security.

"Authorizing Document" means the resolution, order, or ordinance of the governing body of the Issuer pursuant to which the Securities are issued, as the same may be amended or modified, including any pricing certificate related thereto, certified by the secretary or any other officer of the Issuer and delivered to the Bank.

"Bank Office" means the designated office of the Bank at the address shown in Section 3.01 hereof. The Bank will notify the Issuer in writing of any change in location of the Bank Office.

"Holder" and "Security Holder" each means the Person in whose name a Security is registered in the Security Register.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government.

"Predecessor Securities" of any particular Security means every previous Security evidencing all or a portion of the same obligation as that evidenced by such particular Security (and, for the purposes of this definition, any mutilated, lost, destroyed, or stolen Security for which a replacement Security has been registered and delivered in lieu thereof pursuant to Section 4.06 hereof and the Authorizing Document).

"Redemption Date", when used with respect to any Security to be redeemed, means the date fixed for such redemption pursuant to the terms of the Authorizing Document.

"Responsible Officer", when used with respect to the Bank, means the Chairman or Vice-Chairman of the Board of Directors, the Chairman or Vice-Chairman of the Executive Committee of the Board of Directors, the President, any Vice President, the Secretary, any Assistant Secretary, the Treasurer, any Assistant Treasurer, the Cashier, any Assistant Cashier, any Trust Officer or Assistant Trust Officer, or any other officer of the Bank customarily performing functions similar to those performed by any of the above designated officers and also means, with respect to a particular corporate trust matter, any

other officer to whom such matter is referred because of his knowledge of and familiarity with the particular subject.

"Security Register" means a register maintained by the Bank on behalf of the Issuer providing for the registration and transfers of Securities.

"Stated Maturity" means the date specified in the Authorizing Document the principal of a Security is scheduled to be due and payable.

**Section 2.02 Other Definitions**. The terms "Bank," "Issuer," and "Securities (Security)" have the meanings assigned to them in the recital paragraphs of this Agreement.

The term "Paying Agent/Registrar" refers to the Bank in the performance of the duties and functions of this Agreement.

## ARTICLE THREE
## PAYING AGENT

**Section 3.01 Duties of Paying Agent**. As Paying Agent, the Bank shall pay, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, on behalf of the Issuer the principal of each Security at its Stated Maturity, Redemption Date or Acceleration Date, to the Holder upon surrender of the Security to the Bank at the following address:

[NAME OF BANK]
Attention: _____
_____
_____

As Paying Agent, the Bank shall, provided adequate collected funds have been provided to it for such purpose by or on behalf of the Issuer, pay on behalf of the Issuer the interest on each Security when due, by computing the amount of interest to be paid each Holder and making payment thereof to the Holders of the Securities (or their Predecessor Securities) on the Record Date (as defined in the Authorizing Document). All payments of principal and/or interest on the Securities to the registered owners shall be accomplished (1) by the issuance of checks, payable to the registered owners, drawn on the paying agent account provided in Section 5.05 hereof, sent by United States mail, first class postage prepaid, to the address appearing on the Security Register or (2) by such other method, acceptable to the Bank, requested in writing by the Holder at the Holder's risk and expense.

**Section 3.02 Payment Dates**. The Issuer hereby instructs the Bank to pay the principal of and interest on the Securities on the dates specified in the Authorizing Document.

## ARTICLE FOUR
## REGISTRAR

**Section 4.01 Security Register - Transfers and Exchanges**. The Bank agrees to keep and maintain for and on behalf of the Issuer at the Bank Office books and records (herein sometimes referred to as the "Security Register") for recording the names and addresses of the Holders of the Securities, the transfer, exchange and replacement of the Securities and the payment of the principal of and interest on the Securities to the Holders and containing such other

information as may be reasonably required by the Issuer and subject to such reasonable regulations as the Issuer and the Bank may prescribe. The Bank represents and warrants that it will at all times have immediate access to the Security Register by electronic or other means and will be capable at all times of producing a hard copy of the Security Register for use by the Issuer. All transfers, exchanges and replacements of Securities shall be noted in the Security Register.

Every Security surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an officer of a federal or state bank or a member of the Financial Industry Regulatory Authority, such written instrument to be in a form satisfactory to the Bank and duly executed by the Holder thereof or his agent duly authorized in writing.

The Bank may request any supporting documentation it feels necessary to effect a re-registration, transfer or exchange of the Securities.

To the extent possible and under reasonable circumstances, the Bank agrees that, in relation to an exchange or transfer of Securities, the exchange or transfer by the Holders thereof will be completed and new Securities delivered to the Holder or the assignee of the Holder in not more than three (3) business days after the receipt of the Securities to be cancelled in an exchange or transfer and the written instrument of transfer or request for exchange duly executed by the Holder, or his duly authorized agent, in form and manner satisfactory to the Paying Agent/Registrar.

**Section 4.02 Securities**. The Issuer shall provide additional Securities when needed to facilitate transfers or exchanges thereof. The Bank covenants that such additional Securities, if and when provided, will be kept in safekeeping pending their use and reasonable care will be exercised by the Bank in maintaining such Securities in safekeeping, which shall be not less than the care maintained by the Bank for debt securities of other governments or corporations for which it serves as registrar, or that is maintained for its own securities.

**Section 4.03 Form of Security Register**. The Bank, as Registrar, will maintain the Security Register relating to the registration, payment, transfer and exchange of the Securities in accordance with the Bank's general practices and procedures in effect from time to time. The Bank shall not be obligated to maintain such Security Register in any form other than those which the Bank has currently available and currently utilizes at the time.

The Security Register may be maintained in written form or in any other form capable of being converted into written form within a reasonable time.

**Section 4.04 List of Security Holders**. The Bank will provide the Issuer at any time requested by the Issuer, upon payment of the required fee, a copy of the information contained in the Security Register. The Issuer may also inspect the information contained in the Security Register at any time the Bank is customarily open for business, provided that reasonable time is allowed the Bank to provide an up-to-date listing or to convert the information into written form.

The Bank will not release or disclose the contents of the Security Register to any person other than to, or at the written request of, an authorized officer or employee of the Issuer, except upon receipt of a court order or as otherwise required by law. Upon receipt of a court order and prior to the release or disclosure of the contents of the Security Register, the Bank will notify the Issuer so that the Issuer may contest the court order or such release or disclosure of the contents of the Security Register.

**Section 4.05 Return of Cancelled Securities**. The Bank will, at such reasonable intervals as it determines, surrender to the Issuer, all Securities in lieu of which or in exchange for which other Securities have been issued, or which have been paid.

**Section 4.06 Mutilated, Destroyed, Lost or Stolen Securities**. The Issuer hereby instructs the Bank, subject to the provisions of the Authorizing Document, to deliver and issue Securities in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities as long as the same does not result in an overissuance.

In case any Security shall be mutilated, destroyed, lost or stolen, the Bank may execute and deliver a replacement Security of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Security, or in lieu of and in substitution for such mutilated, destroyed, lost or stolen Security, only upon the approval of the Issuer and after (i) the filing by the Holder thereof with the Bank of evidence satisfactory to the Bank of the destruction, loss or theft of such Security, and of the authenticity of the ownership thereof and (ii) the furnishing to the Bank of indemnification in an amount satisfactory to hold the Issuer and the Bank harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Security shall be borne by the Holder of the Security mutilated, destroyed, lost or stolen.

**Section 4.07 Transaction Information to Issuer**. The Bank will, within a reasonable time after receipt of written request from the Issuer, furnish the Issuer information as to the Securities it has paid pursuant to Section 3.01, Securities it has delivered upon the transfer or exchange of any Securities pursuant to Section 4.01, and Securities it has delivered in exchange for or in lieu of mutilated, destroyed, lost, or stolen Securities pursuant to Section 4.06.

## ARTICLE FIVE
## THE BANK

**Section 5.01 Duties of Bank**. The Bank undertakes to perform the duties set forth herein and agrees to use reasonable care in the performance thereof.

**Section 5.02 Reliance on Documents, Etc**.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank.

(b) The Bank shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Bank was negligent in ascertaining the pertinent facts.

(c) No provisions of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity satisfactory to it against such risks or liability is not assured to it.

(d) The Bank may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Without limiting the generality

of the foregoing statement, the Bank need not examine the ownership of any Securities, but is protected in acting upon receipt of Securities containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Holder or an agent of the Holder. The Bank shall not be bound to make any investigation into the facts or matters stated in a resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document supplied by the Issuer.

(e) The Bank may consult with counsel, and the written advice of such counsel or any opinion of counsel shall be full and complete authorization and protection with respect to any action taken, suffered, or omitted by it hereunder in good faith and in reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys of the Bank.

(g) The Bank is also authorized to transfer funds relating to the closing and initial delivery of the Securities in the manner disclosed in the closing memorandum or letter as prepared by the Issuer, Issuer's financial advisor or other agent. The Bank may act on a facsimile or e-mail transmission of the closing memorandum or letter acknowledged by the Issuer, the Issuer's financial advisor or other agent as the final closing memorandum or letter. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions.

**Section 5.03 Recitals of Issuer**. The recitals contained herein with respect to the Issuer and in the Securities shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

The Bank shall in no event be liable to the Issuer, any Holder or Holders of any Security, or any other Person for any amount due on any Security from its own funds.

**Section 5.04 May Hold Securities**. The Bank, in its individual or any other capacity, may become the owner or pledgee of Securities and may otherwise deal with the Issuer with the same rights it would have if it were not the Paying Agent/Registrar, or any other agent.

**Section 5.05 Moneys Held by Bank - Paying Agent Account/Collateralization**. A paying agent account shall at all times be kept and maintained by the Bank for the receipt, safekeeping, and disbursement of moneys received from the Issuer under this Agreement for the payment of the Securities, and money deposited to the credit of such account until paid to the Holders of the Securities shall be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation. Payments made from such paying agent account shall be made by check drawn on such account unless the owner of the Securities shall, at its own expense and risk, request an alternative method of payment.

Subject to the applicable unclaimed property laws of the State of Texas, any money deposited with the Bank for the payment of the principal of, premium (if any), or interest on any Security and remaining unclaimed for three years after final maturity of the Security has become due and payable will be held by the Bank and disposed of only in accordance with Title 6 of the Texas Property Code, as amended. The Bank shall have no liability by virtue of actions taken in compliance with this provision.

The Bank is not obligated to pay interest on any money received by it under this Agreement.

This Agreement relates solely to money deposited for the purposes described herein, and the parties agree that the Bank may serve as depository for other funds of the Issuer, act as trustee under indentures authorizing other bond transactions of the Issuer, or act in any other capacity not in conflict with its duties hereunder.

**Section 5.06 Indemnification**. To the extent permitted by law, the Issuer agrees to indemnify the Bank for, and hold it harmless against, any loss, liability, or expense incurred without negligence or bad faith on its part, arising out of or in connection with its acceptance or administration of its duties hereunder, including the cost and expense against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement.

**Section 5.07 Interpleader**. The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in either a Federal or State District Court located in the state and county where the administrative office of the Issuer is located, and agree that service of process by certified or registered mail, return receipt requested, to the address referred to in Section 6.03 of this Agreement shall constitute adequate service. The Issuer and the Bank further agree that the Bank has the right to file a Bill of Interpleader in any court of competent jurisdiction in the State of Texas to determine the rights of any Person claiming any interest herein.

**Section 5.08 DTC Services**. It is hereby represented and warranted that, in the event the Securities are otherwise qualified and accepted for "Depository Trust Company" services or equivalent depository trust services by other organizations, the Bank has the capability and, to the extent within its control, will comply with the "Operational Arrangements", which establishes requirements for securities to be eligible for such type depository trust services, including, but not limited to, requirements for the timeliness of payments and funds availability, transfer turnaround time, and notification of redemptions and calls.

## ARTICLE SIX
## MISCELLANEOUS PROVISIONS

**Section 6.01 Amendment**. This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

**Section 6.02 Assignment**. This Agreement may not be assigned by either party without the prior written consent of the other.

**Section 6.03 Notices**. Any request, demand, authorization, direction, notice, consent, waiver, or other document provided or permitted hereby to be given or furnished to the Issuer or the Bank shall be mailed or delivered to the Issuer or the Bank, respectively, at the addresses shown on the signature page(s) hereof.

**Section 6.04 Effect of Headings**. The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

**Section 6.05 Successors and Assigns**. All covenants and agreements herein by the Issuer shall bind its successors and assigns, whether so expressed or not.

**Section 6.06 Severability**. In case any provision herein shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**Section 6.07 Merger, Conversion, Consolidation, or Succession.** Any corporation or association into which the Bank may be merged or converted or with which it may be consolidated, or any corporation or association resulting from any merger, conversion, or consolidation to which the Bank shall be a party, or any corporation or association succeeding to all or substantially all of the corporate trust business of the Bank shall be the successor of the Bank as Paying Agent under this Agreement without the execution or filing of any paper or any further act on the part of either parties hereto.

**Section 6.08 Benefits of Agreement**. Nothing herein, express or implied, shall give to any Person, other than the parties hereto and their successors hereunder, any benefit or any legal or equitable right, remedy, or claim hereunder.

**Section 6.09 Entire Agreement**. This Agreement and the Authorizing Document constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent/Registrar and if any conflict exists between this Agreement and the Authorizing Document, the Authorizing Document shall govern.

**Section 6.10 Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

**Section 6.11 Termination**. This Agreement will terminate (i) on the date of final payment of the principal of and interest on the Securities to the Holders thereof or (ii) may be earlier terminated by either party upon sixty (60) days written notice; provided, however, an early termination of this Agreement by either party shall not be effective until (a) a successor Paying Agent/Registrar has been appointed by the Issuer and such appointment accepted and (b) notice has been given to the Holders of the Securities of the appointment of a successor Paying Agent/Registrar. However, if the Issuer fails to appoint a successor Paying Agent/Registrar within a reasonable time, the Bank may petition a court of competent jurisdiction within the State of Texas to appoint a successor. Furthermore, the Bank and the Issuer mutually agree that the effective date of an early termination of this Agreement shall not occur at any time which would disrupt, delay or otherwise adversely affect the payment of the Securities.

Upon an early termination of this Agreement, the Bank agrees to promptly transfer and deliver the Security Register (or a copy thereof), together with the other pertinent books and records relating to the Securities, to the successor Paying Agent/Registrar designated and appointed by the Issuer.

The provisions of Section 1.02 and of Article Five shall survive and remain in full force and effect following the termination of this Agreement.

Notwithstanding anything contained herein, the representations and covenants contained in Section 6.12 hereof shall survive the termination of this Agreement until the statute of limitations has run.

**Section 6.12 Iran, Sudan or Foreign Terrorist Organizations**. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other

affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on the following page of such officer's internet website:

https://comptroller.texas.gov/purchasing/publications/divestment.php

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Bank understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Bank and exists to make a profit.

**Section 6.13 Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Texas.

*[Remainder of page left blank intentionally.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

_____ BANK

By:_____

Title: _____

Address: _____
_____

*signature page to Paying Agent/Registrar Agreement*

CITY OF CELINA, TEXAS

By: _____
_____ and Pricing Officer

Address: 142 N. Ohio Street
Celina, Texas 75009

*signature page to Paying Agent/Registrar Agreement*

Life Connected.

**Administration**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Robin Bromiley, Director of Finance |
| CC: | Karla Stovall, Assistant City Manager |
| Intiated by: | Robin Bromiley |
| Date: | May 13, 2025 |
| Re: | Parks at Wilson Creek (original) Phase #2 PSAP Resolution |

**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 #2 of The Parks at Wilson Creek Public Improvement District; approving a preliminary service plan and assessment plan, including a proposed Phase #2 Assessment Roll – Phase #2 Improvements; directing the filing of the proposed assessment roll with the City Secretary or Assistant City Secretary; and providing for noticing and calling a public hearing on June 10, 2025, to consider an Ordinance levying assessments on property located within Phase #2 of The Parks at Wilson Creek Public Improvement District. (Stovall)

**Background Information:**
The Parks at Wilson Creek Public Improvement District (the "Parks at Wilson Creek PID") was created by the City Council on August 10, 2021, and is approximately a 647 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 property within 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 the property for the public improvements to be constructed.

Proposed in this agenda item is The Parks at Wilson Creek PID preliminary service and assessment plan (PSAP) for Phase #2 and the proportionate share of costs of the Major Improvements for Phase #2. Phase #2 consists of approximately 134 acres and 387 single-family residential units.

This resolution identifies the costs of authorized public improvements that are to be financed by the two PID assessments within Phase #2. It also approves a preliminary amended and restated

service and assessment plan that adds Phase #2. In compliance with state law, the resolution directs the filing of both of the proposed Phase #2 Assessment Rolls with the City Secretary and calls two public hearings on June 10, 2025 during the scheduled City Council meeting to consider two ordinances levying the PID assessments on properties located within Phase #2.

If City Council approves the preliminary SAP (on May 13, 2025), staff will place the public hearings and levy ordinances on the agenda for consideration on June 10, 2025. Staff also anticipates including a Reimbursement Agreement for the Parks at Wilson Creek PID Phase #2 on the June 10, 2025, agenda.

**Legal Review:**
Legal has completed their review.

**Supporting Documents:**
1. Parks at Wilson Creek (Original) Phase#2 PSAP Presentation
2. The Parks at Wilson Creek Original PID 2025 - Resolution Approving SAP and Calling Hearing (Phase #2)

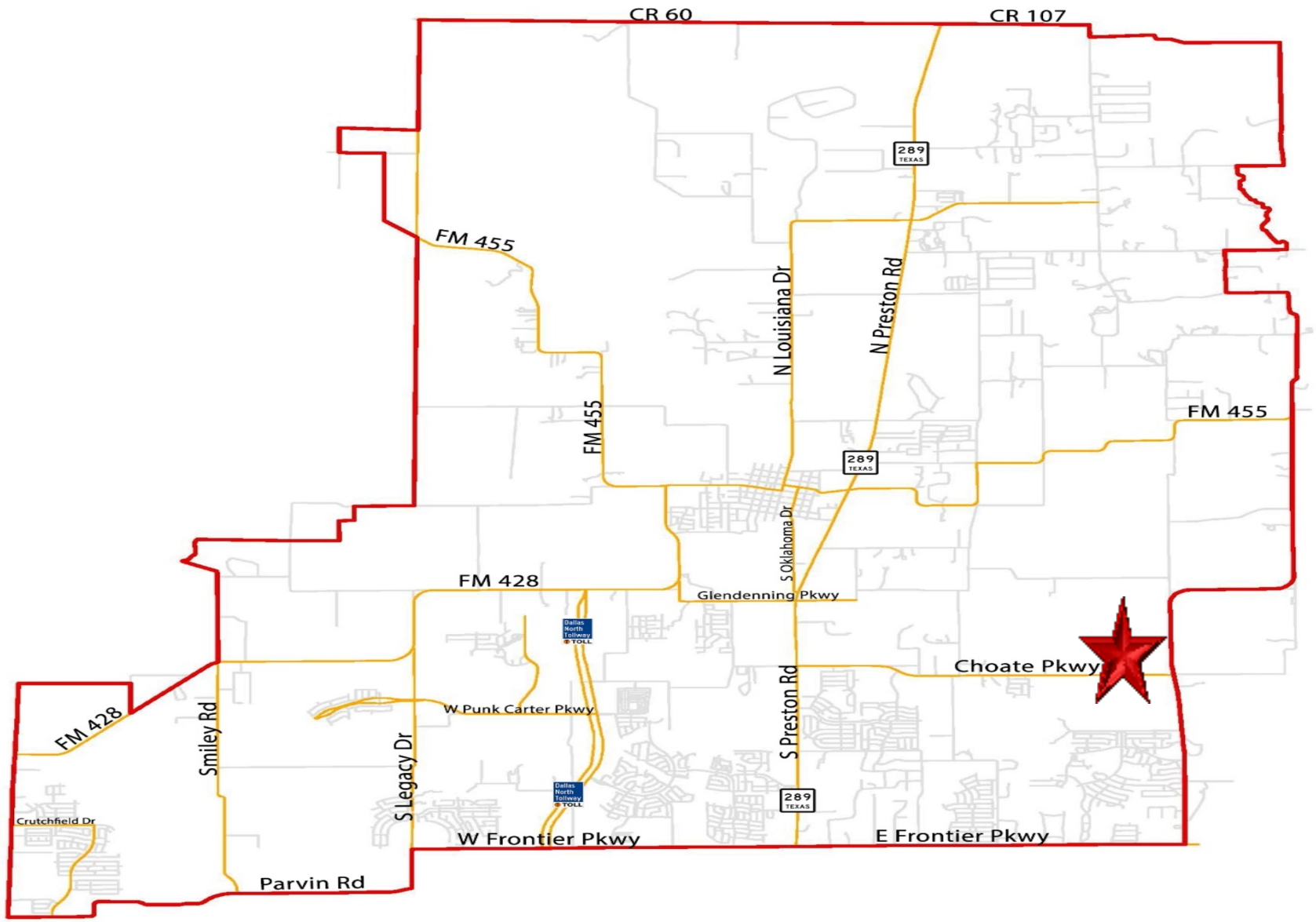
**Financial Consideration:**
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Parks at Wilson Creek Phase #2.

**Staff Recommendation:**
Staff recommends approval.

# THE PARKS AT WILSON CREEK PID

# PHASE #2 PRELIMINARY SAP

City Council
May 13, 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

# THE PARKS AT WILSON CREEK PID

- The property within the original PID is composed of 647 acres.
- Phase #2 includes:
  - 134 acres
  - 387 single family lots

- The Phase # 2 Assessments, when levied, are anticipated to secure, a Reimbursement Agreement with the developer following the Phase # 2 levy.

# PHASE #2 PID AUTHORIZED IMPROVEMENTS

| Authorized Improvements | Phase #2 Improvements | Proportional Share of Major Improvements | Proportional Share of Additional Major Improvements | Total Improvements Related to Phase #2 |
|---|---|---|---|---|
| Road improvements | $7,013,904 | $5,947,842 | $7,406,701 | $20,368,447 |
| Water improvements | $2,430,168 | $582,275 | $703,561 | $3,716,004 |
| Sanitary sewer improvements | $2,283,594 | $747,186 | $369,998 | $3,400,778 |
| Storm drainage improvements | $2,807,145 | $1,115,920 | $2,686,789 | $6,609,854 |
| Soft and miscellaneous costs | $4,939,455 | $835,264 | $1,613,043 | $7,387,762 |
| Total | $19,474,266 | $9,228,487 | $12,780,092 | $41,482,845 |

# PHASE #2 PID ASSESSMENT

| Lot Size | Total Current Assessment Phase #2 per unit | Phase #2's share of the Initial Major Improvementsper unit | Phase #2's share of the Additional Major Improvements per unit | Phase #2 Projects Assessment per unit | Average Annual installment Per Unit |
|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | $65,855.80 | $8,220.41 | $8,193.88 | $82,270.10 | $6,410 |
| Lot Type 2 (60 Ft Lot) | $53,406.03 | $6,666.38 | $6,644.86 | $66,717.27 | $5,198 |
| Lot Type 3 (50 Ft Lot) | $44,505.02 | $5,555.31 | $5,537.39 | $55,597.72 | $4,332 |
| Lot Type 4 (40 Ft Lot) | $35,604.02 | $4,444.25 | $4,429.91 | $44,478.18 | $3,466 |

# PHASE #2 TAX RATE ANALYSIS

| | Tax Rate (per $100/AV) | | | |
|---|---|---|---|---|
| Tax Rate Analysis | 40' Lot | 50' Lot | 60' Lot | 74' Lot |
| Calculated Net Tax Rate Equivalent for Overlapping PID Assessments | $0.5663 | $0.5663 | $0.5663 | $0.5663 |
| FYE2025 Overlapping Tax Rates | $2.0645 | $2.0645 | $2.0645 | $2.0645 |
| Estimated Total Tax Rate | $2.6308 | $2.6308 | $2.6308 | $2.6308 |

# 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 AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT; APPROVING A PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING A PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 IMPROVEMENTS; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 IMPROVEMENTS WITH THE CITY SECRETARY OR ASSISTANT CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING A PUBLIC HEARING FOR JUNE 10, 2025 TO CONSIDER AN ORDINANCE LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #2 OF THE PARKS AT WILSON CREEK 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 the extraterritorial jurisdiction of the City; and

**WHEREAS**, on August 10, 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 located within the corporate boundaries of the City, and, following the public hearing, the City Council adopted Resolution No. 2021-58R (the "Authorization Resolution"), authorizing, establishing, and creating “The Parks at Wilson Creek 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 Public Improvement District, City of Celina, Texas Preliminary Service and Assessment Plan” dated April 8, 2025, including the Proposed Phase #2 Assessment Roll – Phase #2 Improvements (as defined herein) attached thereto (collectively, the “Preliminary SAP”) relating to certain assessments proposed to be levied against property within Phase #2 of the District. A copy of the Preliminary SAP (i) is attached hereto as **Exhibit A,** (ii) is incorporated

herein for all purposes, (iii) identifies the area constituting "Phase #2" of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Phase #2 (the "Phase #2 Improvements"), and (v) sets forth the proposed assessment roll for Phase #2 related to the Phase #2 Improvements (the "Proposed Phase #2 Assessment Roll – Phase #2 Improvements"); and

**WHEREAS**, the Preliminary SAP sets forth the estimated total costs of certain of the Phase #2 Improvements to be financed by the District at this time and the Proposed Phase #2 Assessment Roll – Phase #2 Improvements states the assessments proposed to be levied against each benefitted parcel of land in Phase #2 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

**WHEREAS**, the PID Act requires that the Proposed Phase #2 Assessment Roll – Phase #2 Improvements be filed with the municipal secretary of the City (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 #2 of the District and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearing; and

**WHEREAS**, the PID Act requires that notice of the Assessment Hearing be mailed to property owners liable for assessment and published in a newspaper of general circulation in the City before the tenth (10th) day before the date of the Assessment Hearing.

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

SECTION 1. The findings set forth in the recitals of this Resolution are hereby found to be true and correct and are hereby adopted as findings of the City Council and are incorporated into the body of this Resolution as if fully set forth herein.

SECTION 2. The City Council does hereby accept the Preliminary SAP for the District, including the Proposed Phase #2 Assessment Roll – Phase #2 Improvements, in a form substantially similar to the attached **Exhibit A**, which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the estimated total costs of the Phase #2 Improvements to be financed by the District are as set forth in Table IV.C of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #2 Improvements, or any portion thereof, shall be subject to and contingent upon the City Council's approval of a final, updated Service and Assessment Plan, which will include a final Phase #2 Assessment Roll – Phase #2 Improvements, after the properly noticed and held Assessment Hearing.

SECTION 5. The Proposed Phase #2 Assessment Roll – Phase #2 Improvements states the assessments and the projected annual installments proposed to be levied against each assessable parcel of land in Phase #2 of the District that benefits from the Phase #2 Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 6. The City Council hereby authorizes and directs the filing of the Proposed Phase #2 Assessment Roll – Phase #2 Improvements 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 **June 10, 2025, at or after 5:00 p.m.** in the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009, at which the City Council shall, among other actions, hear and pass on any objections to the proposed assessments, and, upon the adjournment of the Assessment Hearing, the City Council will consider an ordinance levying the assessments as special assessments on property located within Phase #2 of the District that benefits from the Phase #2 Improvements and which ordinance shall specify the method of payment of the assessments.

SECTION 8. The City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary to publish notice of the Assessment Hearing to be held on **June 10, 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 29, 2025**, as required by Section 372.016(b) of the PID Act.

SECTION 9. When the Proposed Phase #2 Assessment Roll – Phase #2 Improvements 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 29, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearing to be held on **June 10, 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 **June 10, 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 13th day of May, 2025.

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

# EXHIBIT A

# PRELIMINARY SAP

# THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

November 9, 2021

As Updated for Phase #2 on _____, 2025

**PREPARED BY:**

MUNICAP, INC.
PUBLIC FINANCE

# THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

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# I. PLAN DESCRIPTION AND DEFINED TERMS

## A. INTRODUCTION

On August 10, 2021, the City Council of the City of Celina, Texas passed and approved Resolution No. 2021-58R (filed in the real property records of Collin County, Texas as Document No. 20210817001660740 on August 17, 2021) approving and authorizing the creation of The Parks at Wilson Creek 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 within 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 the property for the public improvements to be constructed.

Chapter 372 of the Texas Local Government Code, the "Public Improvement District Assessment Act" (as amended, the "PID Act"), governs the creation and operation of public improvement districts within the State of Texas. The Parks at Wilson Creek Public Improvement District Service and Assessment Plan (the "Service and Assessment Plan") has been prepared in accordance with the PID Act and specifically Sections 372.013, 372.014, 372.015 and 372.016, which address the requirements of a Service and Assessment Plan and the assessment roll. According to Section 372.013 of the PID Act, a service plan must: (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.

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 within 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 Rolls for the PID are included as Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K 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 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, 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. If and when Bonds are issued, Additional Interest shall be charged as described in Section V.G.

**"Additional Interest Component"** means the amount collected by application of the Additional Interest.

**"Additional Interest Reserve"** has the meaning set forth in Section V.G of this Service and Assessment Plan.

**"Additional Major Improvements"** mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed with the development of Phases #2 through #5.

**"Administrative Expenses"** mean the administrative, organization, maintenance and operation costs associated with, or incident to, the administration, organization, maintenance and operation

of the PID, including, but not limited to, the costs of: (i) creating and organizing the PID, including conducting hearings, preparing notices and petitions, and all costs incident thereto, including engineering fees, legal fees and consultant fees, (ii) the annual administrative, organization, maintenance, and operation costs and expenses associated with, or incident and allocable to, the administration, organization, and operation of the PID, (iii) computing, levying, billing and collecting Assessments or the Annual Installments thereof, (iv) maintaining the record of installments of the Assessments and the system of registration and transfer of the Bonds, (v) paying and redeeming the Bonds, (vi) investing or depositing of monies, (vii) complying with the PID Act and other laws applicable to the Bonds, (viii) the Trustee'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 Assessment Rolls attached hereto as Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) when applicable, the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

**"Annual Service Plan Update"** has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

**"Assessed Property"** means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within Phase #1 and Phase #2 of the PID other than Non-Benefited Property.

**"Assessment"** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means an Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying the Assessments.

**"Assessment Revenues"** mean the revenues actually received by or on behalf of the City from the collection of Assessments.

**"Assessment Roll"** means, as applicable, the Major Improvement Area Assessment Roll - Initial Major Improvements, the Major Improvement Area Assessment Roll - Additional Major Improvements, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, the Phase #1 Assessment Roll - Additional Major Improvements, and the Phase #2 Assessment Roll – Phase #2 Improvements, 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 Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

**"Bonds"** mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

"**Budgeted Cost(s**)" means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

**"Certificate for Payment"** means the certificate to be provided by the Developer, or his designee, to substantiate the Actual Cost of one or more Authorized Improvements.

**"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 (The Parks at Wilson Creek*), effective as of January 13, 2015 and recorded as Document No. 20150126000084070 on January 26, 2015 in the real property records of Collin County, Texas, between the Issuer and The Parks at Wilson Creek, L.P., a Texas limited partnership, as amended and restated by that certain *Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on September 8, 2015 and recorded as Document No. 20150917001181960 on September 17, 2015 in the real property records of Collin County, Texas; and as further amended by that certain *First*

*Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)*, effective on October 8, 2019 and recorded as Document No. 20191021001322210 on October 21, 2019 in the real property records of Collin County, Texas; and that certain *Second Amendment to the Amended and Restated Development Agreement (The Parks at Wilson Creek)* effective on September 14, 2021 and recorded as Document No. 20210923001945090 on September 23, 2021 in the real property records of Collin County, Texas, as the same may be amended from time to time.

**"Equivalent Units"** mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

**"Future Major Improvements"** mean Authorized Improvements that benefit all Assessed Property within the PID and that are constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #6 through #8.

"**Future Phases**" means Phases that are fully developed after Phase #1, 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 are constructed concurrently with Phase #1.

**"Initial Major Improvement Area Bonds"** mean those certain City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Initial Major Improvements Project) that are secured by the portion of the Major Improvement Area Assessment Revenues related to the Initial Major Improvements and collected as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements attached as Appendix G.

**"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 Improvement Area"** or **"MIA"** 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.

**"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.

**"Major Improvement Area Assessments - Additional Major Improvements"** means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Additional Major Improvements attached hereto as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Major Improvement Area Assessments - Initial Major Improvements"** means an assessment levied against a Parcel in the Major Improvement Area imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Major Improvement Area Assessment Roll - Initial Major Improvements 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.

**"Major Improvement Area Assessment Revenues"** mean the revenues actually received by or on behalf of the City from the collection of Assessments levied against Major Improvement Area Assessed Property, or the Annual Installments thereof, for the Initial Major Improvements, Additional Major Improvements, and Future Major Improvements.

**"Major Improvement Area Assessment Roll - Additional Major Improvements"** 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.

**"Major Improvement Area Assessment Roll - Initial Major Improvements"** means the document included in this Service and Assessment Plan as Appendix G, as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

**"Major Improvement Area Projects"** mean (i) the Initial Major Improvements allocable to the Major Improvement Area, (ii) the Additional Major Improvements allocable to the Major Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

**"Non-Benefited Property"** means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.E.

**"Parcel"** or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the 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 benefits 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 I.

"**Phase #1 Assessed Property**" means all Parcels within Phase #1 other than Non-Benefited Property and shown in either the Phase #1 Assessment Roll - Additional Major Improvements or the Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

**"Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements"** means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached hereto as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Phase #1 Assessments - Additional Major Improvements"** means an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Additional Major Improvements attached hereto as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"**Phases #1 Assessment Revenues**" mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

**"Phase #1 Assessment Roll - Additional Major Improvements"** means the document included in this Service and Assessment Plan as Appendix J**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates

prepared in connection with the issuance of Bonds or in connection with any Annual Service Plan Update.

**"Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements"** 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 #1 Bonds"** mean those certain "City of Celina, Texas, Special Assessment Revenue Bonds, Series 2021 (The Parks at Wilson Creek Public Improvement District Phase #1 Project)" that are secured by the portion of the Phase #1 Assessment Revenues related to the Phase #1 Improvements and Initial Major Improvements and collected as shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements attached as Appendix I.

**"Phase #1 Improvements**" mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

**"Phase #1 Maximum Assessment Per Unit"** means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 2 (60 Ft) - $45,737.73
Lot Type 3 (50 Ft) - $39,500.77
Lot Type 4 (40 Ft) - $35,342.79

**"Phase #1 Projects**" mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

**"Phase #2"** means the second Phase to be developed and generally shown in Appendix A, as specifically depicted and described as the sum of all Parcels shown in Appendix K.

"**Phase #2 Assessed Property**" means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll – Phase #2 Improvements against which an Assessment relating to the Phase #2 Improvements will be levied.

**"Phase #2 Assessments – Phase #2 Improvements"** means an assessment levied against a Parcel in Phase #2 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #2 Assessment Roll – Phase #2 Improvements attached hereto as Appendix K, as subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

"**Phases #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 – Phase #2 Improvements"** means the document included in this Service and Assessment Plan as Appendix K**,** as updated, modified or amended from time to time in accordance with the procedures set forth herein and in the PID Act, including updates prepared in connection with the issuance of 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 Maximum Assessment Per Unit"** means for Phase #2, an Assessment per unit for Phase #2 Improvements and Phase #2's allocable share of the Assessment per unit for the Major Improvement Area Projects for each applicable Lot Type as follows:

Lot Type 1 (74 Ft) - $82,270.10
Lot Type 2 (60 Ft) - $66,717.27
Lot Type 3 (50 Ft) - $55,597.72
Lot Type 4 (40 Ft) - $44,478.18

**"Phased PID Bonds"** mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the Phased PID Bonds, Assessments will be levied only on Parcels located within the Phase in question.

**"PID"** has the meaning set forth in Section I.A of this Service and Assessment Plan.

**"PID Act"** means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

**"Prepayment Costs"** mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

**"Public Property"** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, 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 - The Parks at Wilson Creek, dated May 13, 2025, by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the 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.

**"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. 2016-07 adopted by the City Council on February 9, 2016, as amended by Ordinance No. 2019-43 adopted by the City Council on October 8, 2019, which ordinances established 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 646.967 acres of land. A map of the property within the PID is shown on Appendix A to this Service and Assessment Plan and more fully described in Appendix C-1.

At completion, the PID is expected to consist of approximately 2,136 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The residential property within the PID was originally proposed to be developed as shown in Table II-A.1.

**Table II-A.1**
**Proposed Development - Original**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 271 | Units |
| Single-family - 60 Ft | 698 | Units |
| Single-family - 50 Ft | 1,012 | Units |
| Single-family - 40 Ft | 183 | Units |
| **Total** | **2,164** | **Units** |

The residential property within the PID was updated in 2025 and is now proposed to be developed as shown in Table II-A.2.

**Table II-A.2**
**Proposed Development – Revised 2025**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 273 | Units |
| Single-family - 65 Ft | 71 | Units |
| Single-family - 60 Ft | 643 | Units |
| Single-family - 55 Ft | 99 | Units |
| Single-family - 50 Ft | 867 | Units |
| Single-family - 40 Ft | 183 | Units |
| **Total** | **2,136** | **Units** |

## B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 537.7543 acres and are projected to consist of approximately 1,778 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C-2.

The property within the Major Improvement Area was originally proposed to be developed as shown in Table II-B.1.

**Table II-B.1**
**Proposed Development - Major Improvement Area - Original**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 271 | Units |
| Single-family - 60 Ft | 598 | Units |
| Single-family - 50 Ft | 880 | Units |
| Single-family - 40 Ft | 57 | Units |
| **Total** | **1,806** | **Units** |

The property within the Major Improvement Area was updated in 2025 and is now proposed to be developed as shown in Table II-B.2.

**Table II-B.2**
**Proposed Development – Major Improvement Area – Revised 2025**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 273 | Units |
| Single-family - 65 Ft | 71 | Units |
| Single-family - 60 Ft | 543 | Units |
| Single-family - 55 Ft | 99 | Units |
| Single-family - 50 Ft | 735 | Units |
| Single-family - 40 Ft | 57 | Units |
| **Total** | 1,778 | **Units** |

## C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 109.2127 acres and is projected to consist of 358 single family residential units, to be developed as Phase #1, as further described in Section III.D. A map of the property within Phase #1 is shown in Appendix A and more fully described in Appendix C-3.

The property within Phase #1 is proposed to be developed as shown in Table II-C

**Table II-C**
**Proposed Development - Phase #1**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | - | Units |
| Single-family - 60 Ft | 100 | Units |
| Single-family - 50 Ft | 132 | Units |
| Single-family - 40 Ft | 126 | Units |
| **Total** | **358** | **Units** |

## D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 133.904 acres and is projected to consist of 387 single family residential units, to be developed as Phase #2, as further described in Section III.D. A map of the property within Phase #2 is shown in Appendix A and more fully described in Appendix C-4.

The property within Phase #2 is proposed to be developed as shown in Table II-D.

**Table II-D**
**Proposed Development - Phase #2**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 84 | Units |
| Single-family - 60 Ft | 114 | Units |
| Single-family - 50 Ft | 132 | Units |
| Single-family - 40 Ft | 57 | Units |
| **Total** | **387** | **Units** |

## E. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, additional Bonds, including Phased PID Bonds, may be issued or assessments may be levied. In connection with levy of additional assessments or the issuance of additional Bonds, this Service and Assessment Plan will be updated to add additional details of each new Phase(s) as shown for Phase #1 and Phase #2 in Section II.C and Section II.D, respectively. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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# III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

## A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, Section III.D, and Section III.E, 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. Tables included in this Section may be rounded to the nearest whole dollar.

## B. DESCRIPTIONS AND BUDGETED COSTS OF INITIAL MAJOR IMPROVEMENTS

The construction of the Initial Major Improvements to be constructed concurrently with the development of Phase #1 that benefit all of the Assessed Property within the PID commenced August 2021 and was completed and accepted by the City in January 2023. The Budgeted 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. Each of Phase #1, Phase #2, and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown on Table III-A on the following page.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes, clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements, for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of

the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Initial Major Improvements includes pre-development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial 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**
**Estimated Initial Major Improvement Costs**

| Authorized Improvements | Original Total Major Improvement Costs | Budget Revisions | Revised Total Major Improvement Costs | Major Improvements Allocated to Phase #1[1] | Major Improvements Allocated to MIA |
|---|---|---|---|---|---|
| Roadway Improvements[2] | $8,036,365 | ($1,005,516) | $7,030,849 | $1,083,007 | $5,947,842 |
| Water Improvements | $520,974 | $167,324 | $688,298 | $106,023 | $582,275 |
| Sanitary Sewer Improvements | $596,674 | $286,563 | $883,237 | $136,051 | $747,186 |
| Storm Drainage Improvements | $1,391,540 | ($72,429) | $1,319,111 | $203,191 | $1,115,920 |
| Other Soft and Miscellaneous Costs | $1,077,190 | $673,664 | $1,750,854 | $269,695 | $1,481,159 |
| **Total Authorized Improvements** | **$11,622,743** | **$49,606** | **$11,672,349** | **$1,797,967** | **$9,874,382** |

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 related Assessment amount does not change.
[1]See Table V-A for allocation of Initial Major Improvements to Phase #1.
[2]Includes right-of-way acquisition.

## C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is concurrently planned to occur as Phases #2 through #5 are developed; and, such construction commenced in 2023 and is expected to be completed within 60 months after commencement. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1 and the Major Improvement Area will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown on Table III-B.

The Additional Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Additional Major Improvements are shown in Table III-B and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements including an allocable share of perimeter road improvements for the benefit of the Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-18 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances, including trench safety, for the benefit of the Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, generally PVC pipe 8-27 inches, manholes, lift stations, service lines, clean-outs, and other sewer main appurtenances, including trench safety, for the benefit of the Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention basins, detention structures and trench safety for the benefit of the Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional 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-B**
**Estimated Additional Major Improvement Costs**

| Authorized Improvements | Original Additional Major Improvement Costs | Additional Major Improvements Allocated to Phase #1[1] | Additional Major Improvements Allocated to MIA |
|---|---|---|---|
| Roadway Improvements | $8,755,343 | $1,348,642 | $7,406,701 |
| Water Improvements | $831,668 | $128,107 | $703,561 |
| Sanitary Sewer Improvements | $437,369 | $67,371 | $369,998 |
| Storm Drainage Improvements | $3,176,010 | $489,221 | $2,686,789 |
| Other Soft and Miscellaneous Costs | $1,906,752 | $293,709 | $1,613,043 |
| **Total Authorized Improvements** | **$15,107,142** | **$2,327,050** | **$12,780,092** |

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 related Assessment amount does not change.
[1]See Table V-A for allocation of Additional Major Improvements to Phase #1.

## D. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced August 2021 and was completed by the end of 4Q 2022. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phases #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of way, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls,

median landscaping, signage and traffic control devices, and the acquisition of related right-of-way for such roadway improvements, for the benefit of the Phase #1 Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #1 Assessed Property. All water improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #1 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #1 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

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.

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**Table III-C**
**Estimated Phase #1 Costs**

| Authorized Improvements | Phase #1 Improvements[1] | Proportional Share of Initial Major Improvements[1] | Subtotal Phase #1 Projects (Bonded)[1] | Proportional Share of Additional Major Improvements (Reimbursable)[2] | Total Phase #1 Projects |
|---|---|---|---|---|---|
| Road Improvements | $3,769,188 | $1,083,007 | $4,852,195 | $1,348,642 | $6,200,836 |
| Water Improvements | $1,303,352 | $106,023 | $1,409,375 | $128,107 | $1,537,482 |
| Sanitary Sewer Improvements | $979,387 | $136,051 | $1,115,438 | $67,371 | $1,182,808 |
| Storm Drainage Improvements | $1,021,742 | $203,191 | $1,224,933 | $489,221 | $1,714,154 |
| Other Soft and Miscellaneous Costs | $1,580,567 | $269,695 | $1,850,263 | $293,709 | $2,143,972 |
| **Total Authorized Improvements** | **$8,654,236** | **$1,797,967** | **$10,452,203** | **$2,327,050** | **$12,779,253** |

Note: Costs provided by Kimley Horn. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total related Assessment amount does not change.
[1]See Table III-A. A portion is anticipated to be funded with Phase #1 Bonds and the remaining portion is anticipated to be financed under the Reimbursement Agreement.
[2]See Table III-B. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.

## E. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The construction of the Phase #2 Improvements that benefit the Phase #2 Assessed Property commenced in 1Q 2024 and are anticipated to be completed by the end of 2Q 2025. The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Phase #2 Improvements are shown in Table III-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.

A description of the Phase #2 Improvements are as follows.

Roadway Improvements

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets, construction of moisture and lime treated subgrade and reinforced concrete street pavements, removal of existing curb or pavement asphalt street pavements, removal of existing curb or pavement, bridges, deceleration lanes, turn lanes, sidewalks, trails, retaining walls, median landscaping, signage and traffic control devices, for the benefit of the Phase #2 Assessed Property. All roadway improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Water Improvements

The water distribution system portion of the Phase #2 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves, service lines and other water line appurtenances for the benefit of the Phase #2 Assessed Property. All water improvements will be

designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #2 Improvements includes PVC pipes, manholes, service lines, clean-outs, concrete encasements, and other sewer line appurtenances and trench safety for the benefit of the Phase #2 Assessed Property. All sanitary sewer improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, drainage structures, various size reinforced concrete pipes, reinforced concrete box culverts, curb inlets, headwalls, retention and detention structures and trench safety for the benefit of the Phase #2 Assessed Property. All storm drainage improvements will be designed and constructed in accordance with City standards and specifications and will be owned and operated by the City.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #2 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

**Table III-D**
**Estimated Phase #2 Costs**

| Authorized Improvements | Phase #2 Improvements[1] |
|---|---|
| Road Improvements | $7,013,904 |
| Water Improvements | $2,430,168 |
| Sanitary Sewer Improvements | $2,283,594 |
| Storm Drainage Improvements | $2,807,145 |
| Other Soft and Miscellaneous Costs[2] | $4,939,455 |
| **Total Authorized Improvements** | **$19,474,266** |

Note: Costs provided by Kimley Horn. The figures shown in Table III-D may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total related Assessment amount does not change.
[1]See Table III-D. Anticipated to be funded as set forth in Schedule I to the Reimbursement Agreement.
[2]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.

## F. FUTURE PHASES AND FUTURE MAJOR IMPROVEMENTS

As Phases are developed, this Service and Assessment Plan will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #6 through #8 (e.g. a Table III-E will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.)

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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. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in August 2021, and construction of the Phase #1 Improvements and the Initial Major Improvements were completed and accepted by the City in January 2023. Construction of the Additional Major Improvements commenced in 2023 and is expected to be completed within 60 months after commencement. Construction of the Phase #2 Improvements commenced in 1Q 2024, and it is anticipated that construction of the Phase #2 Improvements will be completed by 2Q 2025.

The original Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID was $25,384,092 as shown in Table IV-A.1. The revised Budgeted Costs for the Major Improvement Area's pro rata portion of Initial Major Improvements and Additional Major Improvements plus costs related to the issuance of the Initial Major Improvement Area Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID are $25,426,057 as shown in Table IV-A.2.

The original Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID was $14,318,463 as shown in Table IV-B.1. The revised Budgeted Costs for Phase #1 Improvements, Phase #1's pro rata portion of Initial Major Improvements, Phase #1's pro rata portion of Additional Major Improvements plus costs related to the issuance of the Phase #1 Bonds and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID are $14,326,104 as shown in Table IV-B.2.

The Budgeted Costs for Phase #2 Improvements and payment of expenses incurred in the administration and operation of the PID allocable to Phase #2 is $19,524,266 as shown in Table IV-C.

The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Roll(s). Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

As Future Phases are developed , this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized

Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #3, etc.).

*Major Improvement Area*

Table IV-A.1 below shows the original sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements. Tables included in this Section may be rounded to the nearest whole dollar.

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**Table IV-A.1**
**Sources and Uses - Major Improvement Area - Original**

| Sources of Funds | Initial Major Improvement Area Bonds | Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements | Total |
|---|---|---|---|
| Par Amount | $12,604,000 | $0 | $12,604,000 |
| Assessments | $0 | $12,780,092 | $12,780,092 |
| Other Funding Sources | $0 | $0 | $0 |
| **Total Sources** | **$12,604,000** | **$12,780,092** | **$25,384,092** |
| | | | |
| **Uses of Funds** | | | |
| Initial Major Improvements: | | | |
| Road Improvements | $6,798,472 | $0 | $6,798,472 |
| Water Improvements | $440,725 | $0 | $440,725 |
| Sanitary Sewer Improvements | $504,765 | $0 | $504,765 |
| Storm Drainage Improvements | $1,177,192 | $0 | $1,177,192 |
| Other Soft and Miscellaneous Costs | $911,263 | $0 | $911,263 |
| *Subtotal* | *$9,832,417* | *$0* | *$9,832,417* |
| | | | |
| Additional Major Improvements: | | | |
| Road Improvements | $0 | $7,406,701 | $7,406,701 |
| Water Improvements | $0 | $703,561 | $703,561 |
| Sanitary Sewer Improvements | $0 | $369,998 | $369,998 |
| Storm Drainage Improvements | $0 | $2,686,789 | $2,686,789 |
| Other Soft and Miscellaneous Costs | $0 | $1,613,043 | $1,613,043 |
| *Subtotal* | *$0* | *$12,780,092* | *$12,780,092* |
| | | | |
| Bond Issuance Costs: | | | |
| Cost of Issuance | $606,031 | $0 | $606,031 |
| Capitalized Interest | $940,242 | $0 | $940,242 |
| Reserve Fund | $817,190 | $0 | $817,190 |
| Administrative Expense | $30,000 | $0 | $30,000 |
| Underwriters Discount | $378,120 | $0 | $378,120 |
| *Subtotal* | *$2,771,583* | *$0* | *$2,771,583* |
| **Total Uses** | **$12,604,000** | **$12,780,092** | **$25,384,092** |

Table IV-A.2 below shows the revised sources and uses of: (i) the Initial Major Improvement Area Bonds for the Major Improvement Area's pro-rata share of the costs of the Initial Major Improvements, and (ii) the obligation under the Reimbursement Agreement for the Major Improvement Area's pro-rata portion of the costs of the Additional Major Improvements. Tables included in this Section may be rounded to the nearest whole dollar.

## Table IV-A.2
## Sources and Uses – Major Improvement Area – Revised 2025

| Sources of Funds | Initial Major Improvement Area Bonds | Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements | Total |
|---|---|---|---|
| Par Amount | $12,604,000 | $0 | $12,604,000 |
| Assessments | $0 | $12,780,092 | $12,780,092 |
| Other Funding Sources | $41,965 | $0 | $41,965 |
| **Total Sources** | **$12,645,965** | **$12,780,092** | **$25,426,057** |
| | | | |
| **Uses of Funds** | | | |
| Major Improvements: | | | |
| Road Improvements | $5,947,842 | $0 | $5,947,842 |
| Water Improvements | $582,275 | $0 | $582,275 |
| Sanitary Sewer Improvements | $747,186 | $0 | $747,186 |
| Storm Drainage Improvements | $1,115,920 | $0 | $1,115,920 |
| Other Soft and Miscellaneous Costs | $1,481,159 | $0 | $1,481,159 |
| *Subtotal* | *$9,874,382* | *$0* | *$9,874,382* |
| | | | |
| Additional Major Improvements: | | | |
| Road Improvements | $0 | $7,406,701 | $7,406,701 |
| Water Improvements | $0 | $703,561 | $703,561 |
| Sanitary Sewer Improvements | $0 | $369,998 | $369,998 |
| Storm Drainage Improvements | $0 | $2,686,789 | $2,686,789 |
| Other Soft and Miscellaneous Costs | $0 | $1,613,043 | $1,613,043 |
| *Subtotal* | *$0* | *$12,780,092* | *$12,780,092* |
| | | | |
| *Bond Issuance Costs:* | | | |
| Cost of Issuance | $606,031 | $0 | $606,031 |
| Capitalized Interest | $940,242 | $0 | $940,242 |
| Reserve Fund | $817,190 | $0 | $817,190 |
| Administrative Expense | $30,000 | $0 | $30,000 |
| Underwriters Discount | $378,120 | $0 | $378,120 |
| *Subtotal* | *$2,771,583* | *$0* | *$2,771,583* |
| **Total Uses** | **$12,645,965** | **$12,780,092** | **$25,426,057** |

The Initial Major Improvement Area Bonds were issued in 2021 to finance the Major Improvement Area's proportionate share of the Initial Major Improvements, including costs to issue the Initial Major Improvement Area Bonds. The Major Improvement Area's proportionate share of the Additional Major Improvements are being financed under the Reimbursement Agreement.

*Phase #1*

Table IV-B.1 on the following page shows the original sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements. Tables included in this Section may be rounded to the nearest whole dollar.

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## Table IV-B.1
## Sources and Uses - Phase #1 - Original

| Sources of Funds | Phase #1 Bonds | Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements | Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements | Total |
|---|---|---|---|---|
| Par Amount | $7,373,000 | $0 | $0 | $7,373,000 |
| Bond Premium | $77,396 | $0 | $0 | $77,396 |
| Assessments | $0 | $4,541,017 | $2,327,050 | $6,868,067 |
| Other Funding Sources | $0 | $0 | $0 | $0 |
| **Total Sources** | **$7,450,396** | **$4,541,017** | **$2,327,050** | **$14,318,463** |
| | | | | |
| **Uses of Funds** | | | | |
| Initial Major Improvements: | | | | |
| Road Improvements | $1,237,893 | $0 | $0 | $1,237,893 |
| Water Improvements | $80,249 | $0 | $0 | $80,249 |
| Sanitary Sewer Improvements | $91,910 | $0 | $0 | $91,910 |
| Storm Drainage Improvements | $214,348 | $0 | $0 | $214,348 |
| Other Soft and Miscellaneous Costs | $165,926 | $0 | $0 | $165,926 |
| *Subtotal* | *$1,790,326* | *$0* | *$0* | *$1,790,326* |
| | | | | |
| Additional Major Improvements: | | | | |
| Road Improvements | $0 | $0 | $1,348,642 | $1,348,642 |
| Water Improvements | $0 | $0 | $128,107 | $128,107 |
| Sanitary Sewer Improvements | $0 | $0 | $67,371 | $67,371 |
| Storm Drainage Improvements | $0 | $0 | $489,221 | $489,221 |
| Other Soft and Miscellaneous Costs | $0 | $0 | $293,709 | $293,709 |
| *Subtotal* | *$0* | *$0* | *$2,327,050* | *$2,327,050* |
| | | | | |
| Phase #1 Improvements: | | | | |
| Road Improvements | $1,791,434 | $1,977,754 | $0 | $3,769,188 |
| Water Improvements | $619,462 | $683,890 | $0 | $1,303,352 |
| Sanitary Sewer Improvements | $465,487 | $513,900 | $0 | $979,387 |
| Storm Drainage Improvements | $485,618 | $536,124 | $0 | $1,021,742 |
| Other Soft and Miscellaneous Costs | $751,218 | $829,349 | $0 | $1,580,567 |
| *Subtotal* | *$4,113,219* | *$4,541,017* | *$0* | *$8,654,236* |
| | | | | |
| Bond Issuance Costs: | | | | |
| Cost of Issuance | *$387,043* | *$0* | $0 | $387,043 |
| Capitalized Interest | $467,658 | $0 | $0 | $467,658 |
| Reserve Fund | $440,960 | $0 | $0 | $440,960 |
| Administrative Expense | $30,000 | $0 | $0 | $30,000 |
| Underwriters Discount | $221,190 | $0 | $0 | $221,190 |
| *Subtotal* | *$1,546,851* | *$0* | *$0* | *$1,546,851* |
| **Total Uses** | **$7,450,396** | **$4,541,017** | **$2,327,050** | **$14,318,463** |

Table IV-B.2 on the following page shows the revised sources and uses of: (i) the Phase #1 Bonds for a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements, (ii) the obligation under the Reimbursement Agreement for a portion of the Phase #1 Improvements and (iii) the obligation under the Reimbursement Agreement for Phase #1's pro-rata share of the costs of the Additional Major Improvements. Tables included in this Section may be rounded to the nearest whole dollar.

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## Table IV-B.2
## Sources and Uses – Phase #1 – Revised 2025

| Sources of Funds | Phase #1 Bonds | Phase #1 Reimbursement Agreement (Phase #1) | Phase #1 Reimbursement Agreement (MI) | Total |
|---|---|---|---|---|
| Par Amount | $7,373,000 | $0 | $0 | $7,373,000 |
| Bond Premium | $77,396 | $0 | $0 | $77,396 |
| Assessments | $0 | $4,541,017 | $2,327,050 | $6,868,067 |
| Other Funding Sources | $7,641 | $0 | $0 | $7,641 |
| **Total Sources** | **$7,458,037** | **$4,541,017** | **$2,327,050** | **$14,326,104** |
| | | | | |
| **Uses of Funds** | | | | |
| Major Improvements: | | | | |
| Road Improvements | $1,083,007 | $0 | $0 | $1,083,007 |
| Water Improvements | $106,023 | $0 | $0 | $106,023 |
| Sanitary Sewer Improvements | $136,051 | $0 | $0 | $136,051 |
| Storm Drainage Improvements | $203,191 | $0 | $0 | $203,191 |
| Other Soft and Miscellaneous Costs | $269,695 | $0 | $0 | $269,695 |
| *Subtotal* | *$1,797,967* | *$0* | *$0* | *$1,797,967* |
| | | | | |
| Additional Major Improvements: | | | | |
| Road Improvements | $0 | $0 | $1,348,642 | $1,348,642 |
| Water Improvements | $0 | $0 | $128,107 | $128,107 |
| Sanitary Sewer Improvements | $0 | $0 | $67,371 | $67,371 |
| Storm Drainage Improvements | $0 | $0 | $489,221 | $489,221 |
| Other Soft and Miscellaneous Costs | $0 | $0 | $293,709 | $293,709 |
| *Subtotal* | *$0* | *$0* | *$2,327,050* | *$2,327,050* |
| | | | | |
| Phase #1 Improvements: | | | | |
| Road Improvements | $1,791,434 | $1,977,754 | $0 | $3,769,188 |
| Water Improvements | $619,462 | $683,890 | $0 | $1,303,352 |
| Sanitary Sewer Improvements | $465,487 | $513,900 | $0 | $979,387 |
| Storm Drainage Improvements | $485,618 | $536,124 | $0 | $1,021,742 |
| Other Soft and Miscellaneous Costs | $751,218 | $829,349 | $0 | $1,580,567 |
| *Subtotal* | *$4,113,219* | *$4,541,017* | *$0* | *$8,654,236* |
| | | | | |
| Bond Issuance Costs: | | | | |
| Cost of Issuance | *$387,043* | *$0* | $0 | $387,043 |
| Capitalized Interest | $467,658 | $0 | $0 | $467,658 |
| Reserve Fund | $440,960 | $0 | $0 | $440,960 |
| Administrative Expense | $30,000 | $0 | $0 | $30,000 |
| Underwriters Discount | $221,190 | $0 | $0 | $221,190 |
| *Subtotal* | *$1,546,851* | *$0* | *$0* | *$1,546,851* |
| **Total Uses** | **$7,458,037** | **$4,541,017** | **$2,327,050** | **$14,326,104** |

The Phase #1 Bonds were issued in 2021 to finance a portion of Phase #1's proportionate share of Initial Major Improvements and the Phase #1 Improvements, including costs to issue the Phase #1 Bonds. The remaining portion of the Phase #1 Improvements are being financed under the Reimbursement Agreement. Phase #1's proportionate share of the Additional Major Improvements are being financed under the Reimbursement Agreement.

*Phase #2*

Table IV-C shows the sources and uses of the obligation under the Reimbursement Agreement for the Phase #2 Improvements and other funding sources.

**Table IV-C**
**Sources and Uses – Phase #2**

| Sources of Funds | Total Cost |
|---|---|
| Assessment Amount | $19,524,266 |
| Other Funding Sources | $0 |
| **Total Sources** | **$19,524,266** |
| | |
| **Uses of Funds** | |
| | |
| Phase #2 Improvements: | |
| Road Improvements | $7,013,904 |
| Water Improvements | $2,430,168 |
| Sanitary Sewer Improvements | $2,283,594 |
| Storm Drainage Improvements | $2,807,145 |
| Other Soft and Miscellaneous Costs[1] | $4,939,455 |
| *Subtotal* | *$19,474,266* |
| | |
| Assessment Levy Related Costs: | |
| Administrative Expense | $50,000 |
| *Subtotal* | *$50,000* |
| **Total Uses** | **$19,524,266** |

[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.

## B. ANNUAL PROJECTED COSTS AND INDEBTEDNESS

*Major Improvement Area*

The annual projected costs and annual projected indebtedness for the Major Improvement Area is shown in Table IV-D. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**Table IV-D**
**Annual Projected Costs and Annual Projected Indebtedness - Major Improvement Area**

| Year | Annual Projected Cost[2] | Annual Projected Indebtedness[1] | Other Funding Sources | Projected MIA Annual Installments |
|---|---|---|---|---|
| 2021-2024 | $25,384,092 | $25,384,092 | $0 | $4,332,612 |
| 2025 | $0 | $0 | $0 | $1,704,160 |
| 2026 | $0 | $0 | $0 | $1,704,149 |
| 2027 | $0 | $0 | $0 | $1,703,917 |
| 2028 | $0 | $0 | $0 | $1,704,652 |
| 2029 | $0 | $0 | $0 | $1,704,265 |
| 2030 | $0 | $0 | $0 | $1,703,754 |
| 2031 | $0 | $0 | $0 | $1,704,077 |
| **Total** | **$25,384,092** | **$25,384,092** | **$0** | **$16,261,586** |

[1]Annual projected indebtedness represents the total assessment levied on the property.
[2]Annual projected costs represent 100% of the Budgeted Costs of the Major Improvement Area Projects in years 2021-2024, and 0% of the Budgeted Costs of the Major Improvement Area Projects in years 2025-2031.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the proportional share of Initial Major Improvements shown in Table III-A, the proportional share of the Additional Major Improvements shown in Table III-B, and the costs associated with setting up the PID and bond issuance costs including reserves shown in Table IV-A.2. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

*Phase #1*

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-E. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

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**Table IV-E**
**Annual Projected Costs and Annual Projected Indebtedness - Phase #1**

| Year | Annual Projected Cost | Annual Projected Indebtedness | Other Funding Sources | Projected Phase #1 Annual Installments |
|---|---|---|---|---|
| 2021-2024 | $14,318,463 | $14,318,463 | $0 | $2,482,803 |
| 2025 | $0 | $0 | $0 | $971,001 |
| 2026 | $0 | $0 | $0 | $970,239 |
| 2027 | $0 | $0 | $0 | $971,242 |
| 2028 | $0 | $0 | $0 | $970,722 |
| 2029 | $0 | $0 | $0 | $969,726 |
| 2030 | $0 | $0 | $0 | $969,253 |
| 2031 | $0 | $0 | $0 | $970,258 |
| **Total** | **$14,318,463** | **$14,318,463** | **$0** | **$9,275,244** |

[1]Annual projected indebtedness represents the total assessment levied on the property.
[2]Annual projected costs represent 100% of the Budgeted Costs of the Phase #1 Initial Projects in years 2021-2024, and 0% of the Budgeted Costs of the Phase #1 Initial Projects in years 2025-2031.

The annual projected costs shown in Table IV-E are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and 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 projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

*Phase #2*

The annual projected costs and annual projected indebtedness for Phase #2 is shown by Table IV-F. 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-F**
**Annual Projected Costs and Annual Projected Indebtedness – Phase #2**

| Year | Annual Projected Cost | Annual Projected Indebtedness | Other Funding Sources | Projected Phase #2 Annual Installments |
|---|---|---|---|---|
| 2025 | $19,524,266 | $19,524,266 | $0 | $1,851,452 |
| 2026 | $0 | $0 | $0 | $1,898,147 |
| 2027 | $0 | $0 | $0 | $1,896,787 |
| 2028 | $0 | $0 | $0 | $1,894,505 |
| 2029 | $0 | $0 | $0 | $1,896,292 |
| 2030 | $0 | $0 | $0 | $1,896,749 |
| 2031 | $0 | $0 | $0 | $1,896,111 |
| 2032 | $0 | $0 | $0 | $1,898,966 |
| **Total** | **$19,524,266** | **$19,524,266** | **$0** | **$15,129,009** |

[1]Annual projected costs represent 100% of the Budgeted Costs of the Phase #2 Improvements in year 1.
[2]Annual projected indebtedness represents the total assessment levied on the property.

The annual projected costs shown in Table IV-F are the annual expenditures relating to the Phase #2 Improvements shown in Table III-D. 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 Table IV-G 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 bond issuance 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 and the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements under the Reimbursement Agreement, the obligation related to the Phase #1 portion of the Initial Major Improvements under the Reimbursement Agreement, the obligation related to the Phase #1 portion of the Additional Major Improvements under the Reimbursement Agreement incurred in 2021, the obligation related to the Phase #2 improvements under the Reimbursement Agreement anticipated to be incurred in 2025, and the levy of the Phase #2 Assessments – Phase #2 Improvements, subsequent financings under the Reimbursement Agreement and/or bond financings may be issued over the upcoming decade as the 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.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Improvements shall be allocated as described below:

1. The costs of the Phase #1 Projects 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 Initial Major Improvements and Additional Major Improvements are proportionally allocated to the Major Improvement Area Assessed Property and Phase #1 Assessed Property, based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property, and the Phase #1 Assessed Property. The portion of the Initial Major Improvements and Additional Major Improvements allocable to the Major Improvement Area is allocated between Phase #2 and the Future Phases within the Major Improvement Area based on estimated Equivalent Units calculated using the average home price for the Major Improvement Area Assessed Property and the Phase #2 Assessed Property.

3. The Major Improvement Area Projects are allocated to each Parcel within the Major Improvement Area Assessed Property based on estimated Equivalent Units calculated using the average home price of each Lot Type.

4. The costs of the Phase #2 Improvements that only benefit Phase #2 shall be allocated to Phase #2 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

Table V-A and V-B, provide the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements and the estimated allocation of costs of the Authorized Improvements constituting Additional Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the direct Authorized Improvements that will benefit each individual Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, the Phase #1 Improvements, and Phase #2 Improvements as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreement. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, and Phase #2 Improvements as applicable, (ii) provides the basis and justification for the determination that this special benefit exceeds the amount of the Assessments to be levied on the Phase #1 Assessed Property, Phase #2 Assessed

Property, and 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 Initial Major Improvements, the Additional Major Improvements, Phase #1 Improvements, and Phase #2 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

## 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 Tables IV-A.2, IV-B.2, and IV-C are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable, including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition.*) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds issued to finance the Authorized Improvements will pay interest that is exempt from federal income tax. As a result, all other terms being equal (e.g., maturity, fixed vs. variable rate, credit quality), the tax-exempt bonds will have a lower interest rate than debt that is not tax-exempt. The Bonds also have a longer term than other available financings and may either be repaid or assumed by a buyer at the buyer's option. As a result of these advantageous terms, the financing provided by the PID is the most beneficial means of financing the Authorized Improvements.

Each owner of the Assessed Property will ratify, confirm, accept, agree to and approve: (i) the determinations and finding by the City Council as to the special benefits described in this Service and Assessment Plan and the Assessment Ordinance; (ii) the Service and Assessment Plan and the Assessment Ordinance, and (iii) the levying of Assessments on the Assessed Property. Use of the Assessed Property as described in this Service and Assessment Plan and as authorized by the PID Act requires that Authorized Improvements be acquired, constructed, installed, and/or improved. Funding the Actual Costs of the Authorized Improvements through the PID has been determined by the City Council to be the most beneficial means of doing so. As a result, the Authorized Improvements result in a special benefit to the Assessed Property, and this special benefit exceeds the amount of the Assessment. This conclusion is based on and supported by the evidence, information, and testimony provided to the City Council.

In summary, the Authorized Improvements result in a special benefit to the Assessed Property for the following reasons:

1. The Authorized Improvements are being provided specifically for the use of the Assessed Property, are necessary for the proposed best use of the property and provide a special benefit to the Assessed Property as a result;

2. The Developer has consented to the imposition of the Assessments for the purpose of providing the Authorized Improvements and the Developer is acting in its interest by consenting to this imposition;

3. The Authorized Improvements are required for the highest and best use of the property;

4. The highest and best use of the Assessed Property is the use of the Assessed Property that is most valuable (including any costs associated with the use of the Assessed Property);

5. Financing of the costs of the Authorized Improvement through the PID is determined to be the most beneficial means of providing for the Authorized Improvements; and,

6. As a result, the special benefits to the Assessed Property from the Authorized Improvements will be equal to or greater than the Assessments.

## C. ALLOCATION OF MAJOR IMPROVEMENT COSTS TO ASSESSED PROPERTY

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all Assessed Property in the PID. Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements and Additional 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 358 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 274.00. The Major Improvement Area is projected to contain 1,806 residential units resulting in a total of 1,504.80 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,778.80 (i.e., 274.00 + 1,504.80 = 1,778.80). As a result, 15.40 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 274.00 ÷ 1,778.80 = 15.40%) are allocated to the Phase #1 Assessed Property and 84.60 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,504.80÷ 1,778.80 = 84.60%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the Budgeted Costs of the Initial Major Improvements, and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Phase #1 Bonds will fund Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements.

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**Table V-A**
**Allocation of Major Improvement Area Projects**

| Authorized Improvement | Initial Major Improvements | Additional Major Improvements |
|---|---|---|
| Roadway Improvements | $7,030,849 | $8,755,343 |
| Water Improvements | $688,298 | $831,668 |
| Sanitary Sewer Improvements | $883,237 | $437,369 |
| Storm Drainage Improvements | $1,319,111 | $3,176,010 |
| Other Soft and Miscellaneous Costs | $1,750,854 | $1,906,752 |
| **Total Major Improvements** | **$11,672,349** | **$15,107,142** |
| | | |
| Phase #1 | | |
| Projected Equivalent Units | 274.00 | 274.00 |
| % of total units | 15.40% | 15.40% |
| Proportionate Share of Costs | $1,797,967 | $2,327,050 |
| | | |
| Major Improvement Area | | |
| Projected Equivalent Units | 1,504.80 | 1,504.80 |
| % of total units | 84.60% | 84.60% |
| Proportionate Share of Costs | $9,874,382 | $12,780,092 |

As shown in Table V-A above, 84.60% of the costs of the Initial Major Improvements and the Additional Major Improvements have been allocated to the Major Improvement Area Assessed Property, which is composed of Phase #2 and the Future Phases. Phase #2 is projected to contain 387 residential units. As shown in Appendix F, the total Equivalent Units for Phase #2 is calculated as 296.47. The Future Phases are projected to contain 1,778 residential units resulting in a total of 1,207.83 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in Phase #2 and the Future Phases are, therefore, calculated to be 1,504.30 (i.e., 296.47 + 1,207.83 = 1,504.30). As a result, 80.29% of the portion of the Actual Costs of the Initial Major Improvements and the Additional Major Improvements allocable to the Major Improvement Area Assessed Property (i.e. 1.207.83 ÷ 1,504.30 = 80.29%) are allocated to Phase #2 Assessed Property and 19.71% of the portion of the Actual Costs of the Initial Major Improvements (i.e. 296.47 ÷ 1,504.30 = 19.71%) are allocated to the Future Phases.

Phase #2 is projected to contain 387 residential units. As shown in Appendix F, the total Equivalent Units for Phase #2 is calculated as 296.47. The Major Improvement Area is projected to contain 1,778 residential units resulting in a total of 1,207.83 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,504.30 (i.e., 296.47 + 1,207.83 = 1,504.30). As a result, 19.71 percent of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 296.47 ÷ 1,504.30 = 19.71%) are allocated to the Phase #2 Assessed Property and 80.29 percent of the Budgeted Costs off the Initial Major Improvements and Additional Major Improvements (i.e., 1,207.83 ÷ 1,504.30 = 80.29%) are allocated to the Major Improvement Area Assessed Property. The Initial Major Improvement Area Bonds will fund the Major Improvement Area's proportionate share of the

Budgeted Costs of the Initial Major Improvements, and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for the Major Improvement Area's proportionate share of the Budgeted Costs of the Additional Major Improvements. The Major Improvement Area Bonds will fund Phase #2's proportionate share of the Budgeted Costs of the Initial Major Improvements and the obligation related to the Additional Major Improvements under the Reimbursement Agreement will reimburse the Developer for Phase #2's proportionate share of the Budgeted Costs of the Additional Major Improvements.

**Table V-B**
**Allocation of Proportional Initial Major Improvement costs and Additional Major Improvements to Phase #2 and Future Phases**

| Authorized Improvement | Initial Major Improvements | Additional Major Improvements |
|---|---|---|
| Roadway Improvements | $5,947,842 | $7,406,701 |
| Water Improvements | $582,275 | $703,561 |
| Sanitary Sewer Improvements | $747,186 | $369,998 |
| Storm Drainage Improvements | $1,115,920 | $2,686,789 |
| Other Soft and Miscellaneous Costs | $1,481,159 | $1,613,043 |
| **Total Major Improvements** | $9,874,382 | $12,780,092 |
| | | |
| Phase #2 | | |
| Projected Equivalent Units | 296.47 | 296.47 |
| % of total units | 19.71% | 19.71% |
| Proportionate Share of Costs | $1,946,055 | $2,518,715 |
| | | |
| Future Phases | | |
| Projected Equivalent Units | 1,207.83 | 1,207.83 |
| % of total units | 80.29% | 80.29% |
| Proportionate Share of Costs | $7,928,327 | $10,261,376 |

## D. ASSESSMENT METHODOLOGY

The costs of the Authorized Improvements may be assessed by the City Council against the Assessed Property so long as the special benefit conferred upon the Assessed Property by the Authorized Improvements equals or exceeds the Assessments. The costs of the Authorized Improvements may be assessed using any methodology that results in the imposition of equal shares of the Actual Costs on Assessed Property similarly benefited.

### *1. Assessment Methodology for the Major Improvement Area*

For purpose of this Service and Assessment Plan, the City Council determined that the costs of the Major Improvement Area Projects shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment for such improvements across the Parcels based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the Major Improvement Area's proportional share of the costs of the Initial Major Improvements, as set forth in Table III-A, and the Major Improvement Area's proportional share of the costs of the Additional Major Improvements, as set forth in Table III-B, the City Council has determined that the benefit to Major Improvement Area Assessed Property from the proportional share of Initial Major Improvements and Additional Major Improvements is at least equal to the Assessments levied on the Major Improvement Area Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro-rata based on the estimated 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 Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements and Major Improvement Area - Additional Major Improvements, attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

*2. Assessment Methodology for Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed with the Phase #1 Bonds, 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-C, the City Council has determined that the benefit to Phase #1 Assessed Property from the Phase #1 Projects is at least equal to the Assessments levied on the Phase #1 Assessed Property.

Upon subsequent divisions of any Parcel, the Assessment applicable to it will then be apportioned pro-rata based on the estimated 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 - Phase #1 Improvements and Initial Major Improvements and Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

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*3. Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Improvements to be financed under the Reimbursement Agreement, shall be allocated to the Phase #2 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 #2 Improvements, as set forth in Table III-D, the City Council has determined that the benefit to Phase #2 Assessed Property from the Phase #2 Improvements is at least equal to the total of the Phase #2 Assessments – Phase #2 Improvements.

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 #2 is shown on the Phase #2 Assessment Roll – Phase #2 Improvements attached as Appendix K, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

*4. 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 Initial Major Improvement Area Bonds, and the Phase #1 Bonds have been levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, as applicable. The Assessments under the Reimbursement Agreement related to the Additional Major Improvements, the Phase #1 portion of the Initial Major Improvements, the Phase #1 portion of the Additional Major Improvements, and the Phase #2 Improvements, have been or will be levied on each Parcel or Lot according to the Major Improvement Area Assessment Roll – Initial Major Improvements, attached as Appendix G, Major Improvement Area Assessment Roll – Additional Major Improvements, attached as Appendix H, the Phase #1 Assessment Roll – Additional Major Improvements, attached as Appendix J, and the Phase #2 Assessment Roll – Phase #2 Improvements attached as Appendix K. The Annual Installments for the Initial Major Improvement Area Bonds, the obligation related to the Additional Major Improvements allocable to the Major Improvement Area under the Reimbursement Agreement, the Phase #1 Bonds, the obligation related to a portion of the Phase #1 Improvements under the Reimbursement

Agreement, the obligation related to the Additional Major Improvements allocable to Phase #1 under the Reimbursement Agreement, and the obligation related to Phase #2 Improvements under the Reimbursement Agreement, will be collected on the dates and in the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements; the Major Improvement Area Assessment Roll - Additional Major Improvements; the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements; the Phase #1 Assessment Roll - Additional Major Improvements; and the Phase #2 Assessment Roll – Phase #2 Improvements, attached as Appendix G, Appendix H, Appendix I, Appendix J, and Appendix K, respectively, subject to revisions made during an Annual Service Plan Update. Non-Benefited Property will not be subject to any Assessments.

See Appendix F for Assessment per unit, leverage, and estimated tax rate equivalent calculation details.

## F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

## G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds, if and when Bonds are issued, by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing any such Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any possible delinquency related costs (the "Additional Interest Reserve"). If applicable, the Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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# VI. TERMS OF THE ASSESSMENTS

## A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN THE MAJOR IMPROVEMENT AREA

The Annual Installments shall be collected from Major Improvement Area Assessed Property in an amount sufficient to (i) pay principal and interest on the Initial Major Improvement Area Bonds, (ii) pay principal and interest on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iii) to fund the Additional Interest Reserve for the Initial Major Improvements Area Bonds as described in Section V, and (iv) to pay Administrative Expenses related to the Major Improvement Area. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

## B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Bonds, (ii) pay principal and interest on the obligation related to the Phase #1 Improvements under the Reimbursement Agreement (iii) pay principal and interest on Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, (iv) to fund the Additional Interest Reserve for the Phase #1 Bonds as described in Section V, and (v) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

## C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Annual Installments shall be collected from Phase #2 Assessed Property in an amount sufficient to (i) pay principal and interest on the obligation related to the Phase #2 Improvements under the Reimbursement Agreement (Phase #2 Improvements), (ii) to pay Administrative Expenses related to Phase #2.

## D. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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## E. REALLOCATION OF ASSESSMENTS

### 1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of 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.

## F. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full

amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property or Phase #2 Assessed Property exceeds the applicable Phase #1 Maximum Assessment per Unit or Phase #2 Maximum Assessment Per Unit, respectively, 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 or Phase #2 Maximum Assessment per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

## G. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds 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 Bond 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 a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture and/or Reimbursement Agreement.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under the Reimbursement Agreement, and such excess Bond 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, but only in relation to the Bonds) and/or interest due under the Reimbursement Agreement and Administrative Expenses. The City Council may reduce the Assessments and the Annual Installments for each Parcel (i) in an amount that represents the Authorized Improvements provided for each Parcel or (ii) by an equal percentage calculated based on number of Equivalent Units, if determined by the City Council to be the most fair and practical means of reducing the Assessments for each Parcel, such that the sum of the resulting reduced Assessments equals the amount required to repay the Bonds and/or repay the obligations under the Reimbursement Agreement, including interest thereon and Administrative Expenses. The principal portion of the Assessment for each Parcel shall be reduced pro rata to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

## H. PAYMENT OF ASSESSMENTS

### 1. Payment in Full

(a) The Assessment for any Parcel may be paid in full at any time. Such payment shall include all Prepayment Costs. If prepayment in full will result in redemption of Bonds, the payment amount shall be reduced by the amount, if any, of interest through the date of redemption of Bonds and reserve funds applied to the redemption under the Trust Indenture, net of any other costs applicable to the redemption of Bonds.

(b) If an Annual Installment has been billed prior to payment in full of an Assessment, the Annual Installment shall be due and payable and shall be credited against the payment-in-full amount.

(c) Upon payment in full of the Assessment and all Prepayment Costs, the City shall deposit the payment in accordance with the Trust Indenture; whereupon, the Assessment shall be reduced to zero, and the owner's obligation to pay the Assessment and Annual Installments thereof shall automatically terminate.

(d) At the option of the owner, the Assessment on any Parcel plus Prepayment Costs may be paid in part in an amount sufficient to allow for a convenient redemption of Bonds as determined by the Administrator. Upon the payment of such amounts for a Parcel, the Assessment for the Parcel shall be reduced, the Assessment Roll shall be updated to reflect such partial payment, and the obligation to pay the Annual Installment for such Parcel shall be reduced to the extent the partial payment is made.

### 2. Payment in Annual Installments

*Major Improvement Area*

Each Assessment for the Major Improvement Area shall be paid with interest based on the actual interest rate paid on the Initial Major Improvement Area Bonds and the obligation related to the

Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Major Improvement Area Assessment Roll - Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment 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 2.64%. Furthermore, the Annual Installments may not exceed the amounts shown on the Major Improvement Area Assessment Roll - Initial Major Improvements or the Major Improvement Area Assessment Roll - Additional Major Improvements. The Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, have been updated with the actual interest rates on the Initial Major Improvement Area Bonds and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, has been updated with the actual interest rates under the Reimbursement Agreement.

*Phase #1*

Each Assessment for Phase #1 shall be paid with interest based on the actual interest rate paid on the Phase #1 Bonds and the obligation related to the remaining portion of Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, respectively. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements sets forth for each year the Annual Installment for each Parcel based on an interest rate of 2.75% in years 1 through 5 (2022-2026), 3.25% in years 6 through 10 (2027-2031), 3.50% in years 11 through 20 (2032-2041), and 4.00% in years 21 through 30 (2042-2051) on the Phase #1 Bonds, and an additional interest at the rate of 0.5% for Additional Interest Reserve. Interest on the obligation related to the remaining portion of Phase #1 Improvements and the Additional Major Improvements under the Reimbursement Agreement shall be paid based on an interest rate of 4.64% per annum for years 1 through 5 and 4.64% per annum following the fifth Annual Installment in accordance with the Reimbursement Agreement. Each Assessment 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 2.64%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll -

Phase #1 Improvements and Initial Major Improvements or the Phase #1 Assessment Roll - Additional Major Improvements. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I, has been updated with the actual interest rates on the Phase #1 Bonds and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, has been updated with the actual interest rates under the Reimbursement Agreement.

*Phase #2*

Each Assessment for the Phase #2 Assessed Property shall be paid with interest based on the actual interest rate paid on the obligation under the Reimbursement Agreement related to the Phase #2 Improvements as shown on the Phase #2 Assessment Roll – Phase #2 Improvements. Interest on the obligation under the Reimbursement Agreement shall be paid based on an estimated interest rate of 6.54%. Each Assessment shall be paid at a rate not to exceed two 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 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%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #2 Assessment Roll – Phase #2 Improvements.

The Annual Installments shall be reduced to equal the actual costs of repaying the obligations and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund the Bonds in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

## I. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits 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. The initial Annual Installments relating to the Initial Major Improvement Area Bonds and the Phase #1 Bonds will be due when billed and will be delinquent if not paid prior to February 1, 2023.

*Major Improvement Area*

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Initial Major Improvements commenced September 1, 2022, and such first Annual Installment was due January 31, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Major Improvement Area Assessments - Additional Major Improvements commenced September 1, 2022, and such first Annual Installment was due January 31, 2023.

*Phase #1*

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Improvements and Initial Major Improvements commenced September 1, 2022, and such first Annual Installment was due January 31, 2023.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Additional Major Improvements commenced September 1, 2022, and such first Annual Installment was due January 31, 2023.

*Phase #2*

The collection of the first Annual Installment from any Lot or Parcel for the Phase #2 Assessments – Phase #2 Improvements 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 #2 Improvements and such that upon the issuance of such Bonds, all Assessments to be levied for the Phase #2 Improvements shall begin collection.

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# *VII. THE ASSESSMENT ROLL*

## A. MAJOR IMPROVEMENT AREA ASSESSMENT ROLLS

The City Council has evaluated each Parcel within the Major Improvement Area (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within The Major Improvement Area.

The Major Improvement Area Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Major Improvement Area Projects being constructed at this time. Table VII-A summarizes the $25,426,057 in special benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time, a portion of the costs of the PID formation, and the Initial Major Improvement Area Bond issuance costs. The par amount of the Initial Major Improvement Area Bonds and the Assessment amount of the Major Improvement Area reimbursement obligation under the Reimbursement Agreement is $25,384,092, which is less than the benefit received by the Major Improvement Area Assessed Property from the Major Improvement Area Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Major Improvement Area Assessed Property is $25,384,092. The Assessment for each Major Improvement Area Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Major Improvement Area Assessment Roll - Initial Major Improvements is attached hereto as Appendix G and the Major Improvement Area Assessment Roll - Additional Major Improvements is attached as Appendix H. As Phases are developed, this Service and Assessment Plan will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the Service and Assessment Plan will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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**Table VII-A**
**Major Improvement Area**
**Special Benefit Summary**

| Special Benefit | Initial Major Improvement Area Bonds | Major Improvement Area Reimbursement Agreement Obligation for Additional Major Improvements | Total |
|---|---|---|---|
| Initial Major Improvements[1] | $9,874,382 | $0 | $9,874,382 |
| Additional Major Improvements[2] | $0 | $12,780,092 | $12,780,092 |
| *Total Major Improvement Area Projects* | *$9,874,382* | *$12,780,092* | *$22,654,474* |
| | | | |
| PID Formation/Bond Costs of Issuance: | | | |
| Cost of Issuance | $606,031 | $0 | $606,031 |
| Capitalized interest | $940,242 | $0 | $940,242 |
| Reserve Fund | $817,190 | $0 | $817,190 |
| Administrative Expense | $30,000 | $0 | $30,000 |
| Underwriters Discount | $378,120 | $0 | $378,120 |
| *PID Formation/Bond Cost of Issuance* | *$2,771,583* | *$0* | *$2,771,583* |
| **Total Special Benefit** | **$12,645,965** | **$12,780,092** | **$25,426,057** |
| | | | |
| Special Benefit: | | | |
| Total Special Benefit | $12,645,965 | $12,780,092 | $25,426,057 |
| Assessment | $12,604,000 | $12,780,092 | $25,384,092 |
| **Excess Benefit** | **$41,965** | **$0** | **$41,965** |

[1]See Table III-A for details.
[2]See Table III-B for details.

## B. PHASE #1 ASSESSMENT ROLLS

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #1.

The Phase #1 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #1 Projects being constructed at this time. Table VII-B summarizes the $14,248,708 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time, a portion of the costs of the PID formation, and the Phase #1 Bond issuance costs. The par amount of the Phase #1 Bonds and the Assessment amount of the Phase #1 reimbursement obligation under the Reimbursement Agreement is $14,241,067, which is less than the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #1 Assessed Property is $14,241,067. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements is attached hereto as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements is attached

hereto as Appendix J. As Phases are developed, this Service and Assessment Plan will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the Service and Assessment Plan will be amended to update the summary of the special benefits received by the Phase #1 Projects to include any Future Major Improvements being undertaken.

**Table VII-B**
**Phase #1**
**Special Benefit Summary**

| Special Benefit | Phase #1 Bonds | Phase #1 Reimbursement Agreement Obligation for Phase #1 Improvements | Phase #1 Reimbursement Agreement Obligation for Additional Major Improvements | Total |
|---|---|---|---|---|
| Phase #1 Improvements[1] | $4,113,219 | $4,541,017 | $0 | $8,654,236 |
| Initial Major Improvements[1] | $1,797,967 | $0 | $0 | $1,797,967 |
| Additional Major Improvements[1] | $0 | $0 | $2,327,050 | $2,327,050 |
| Bond Premium | ($77,396) | | | ($77,396) |
| *Total Phase #1 Projects* | *$5,833,790* | *$4,541,017* | *$2,327,050* | *$12,701,857* |
| | | | | |
| PID Formation/Bond Costs of Issuance: | | | | |
| Cost of Issuance | $387,043 | $0 | $0 | $387,043 |
| Capitalized interest | $467,658 | $0 | $0 | $467,658 |
| Reserve Fund | $440,960 | $0 | $0 | $440,960 |
| Administrative Expense | $30,000 | $0 | $0 | $30,000 |
| Underwriters Discount | $221,190 | $0 | $0 | $221,190 |
| *PID Formation/Bond Cost of Issuance* | *$1,546,851* | *$0* | *$0* | *$1,546,851* |
| **Total Special Benefit** | **$7,380,641** | **$4,541,017** | **$2,327,050** | **$14,248,708** |
| | | | | |
| Special Benefit: | | | | |
| Total Special Benefit | $7,380,641 | $4,541,017 | $2,327,050 | $14,248,708 |
| Assessment | $7,373,000 | $4,541,017 | $2,327,050 | $14,241,067 |
| **Excess Benefit** | **$7,641** | **$0** | **$0** | **$7,641** |

[1]See Table III-C for details.

## C. PHASE #2 ASSESSMENT ROLL

The City Council has evaluated each Parcel in Phase #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #2.

The Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property resulting from the Phase #2 Improvements being constructed at this time. Table VII-C summarizes the $19,524,266 in special benefit received by the Phase #2 Assessed Property from

the Phase #2 Improvements being constructed at this time and a portion of the costs of the PID formation. The Assessment amount of the obligation related to Phase #2 under the Reimbursement Agreement is $19,484,266, which is equal to the benefit received by the Phase #2 Assessed Property from the Phase #2 Improvements being constructed at this time. Accordingly, the total Assessment to be applied to all the Phase #2 Assessed Property is $19,524,266. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.E. The Phase #2 Assessment Roll – Phase #2 Improvements is attached hereto as Appendix K. As Phases are developed, this Service and Assessment Plan will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the Service and Assessment Plan will be amended to update the summary of the special benefits received by the Phase #2 Improvements to include any Future Major Improvements being undertaken.

**Table VII-C**
**Phase #2**
**Special Benefit Summary**

| Special Benefit | Phase #2 Reimbursement Agreement Obligation for Phase #2 Improvements |
|---|---|
| Phase #2 Improvements[1] | $19,474,266 |
| *Total Phase #2 Improvements* | *$19,474,266* |
| | |
| Assessment Levy Related Costs | |
| Administrative Expense | $50,000 |
| *PID Subtotal Assessment Levy Related Costs* | *$50,000* |
| **Total Special Benefit** | **$19,524,266** |
| | |
| Special Benefit: | |
| Total Special Benefit | $19,524,266 |
| Assessment | $19,524,266 |
| **Excess Benefit** | **$0** |

[1]See Table III-D for details.

## D. Future Phases Assessment Roll

As Future Phases are developed, this Service and Assessment Plan 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 Phases).

## E. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Major Improvement Area Assessment Roll - Additional Major Improvements, Major

Improvement Area Assessment Roll – Initial Major Improvements, Phase #1 Assessment Roll – Additional Major Improvements, Phase #1 Assessment Roll – Phase #1 Improvements and Initial Major Improvements, and Phase #2 Assessment Roll – Phase #2 Improvements in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.G of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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# VIII. MISCELLANEOUS PROVISIONS

## A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Roll(s), including the calculation of the Annual Installment, shall send a written notice describing the error to the City not later than thirty (30) days after the date any amount which is alleged to be incorrect is due prior to seeking any other remedy. The Administrator shall promptly review the notice, and if necessary, meet with the Assessed Parcel owner, consider written and oral evidence regarding the alleged error and decide whether, in fact, such a calculation error occurred.

If the Administrator determines that a calculation error has been made and the Assessment Roll should be modified or changed in favor of the Assessed Parcel owner, such change or modification shall be presented to the City Council for approval to the extent permitted by the PID Act. A cash refund may not be made for any amount previously paid by the Assessed Parcel owner (except for the final year during which the Annual Installment shall be collected or if it is determined there are sufficient funds to meet the expenses of the PID for the current year), but an adjustment may be made in the amount of the Annual Installment to be paid in the following year. The decision of the Administrator regarding a calculation error relating to the Assessment Roll may be appealed to the City Council. Any amendments made to the Assessment Roll(s) pursuant to calculation errors shall be made pursuant to the PID Act.

The decision of the Administrator, or if such decision is appealed to the City Council, the decision of the City Council shall be conclusive as long as there is a reasonable basis for such determination. This procedure shall be exclusive and its exhaustion by any property owner shall be a condition precedent to any other appeal or legal action by such owner.

## B. TERMINATION OF ASSESSMENTS

Each Assessment shall be extinguished on the date the Assessment is paid in full, including unpaid Annual Installments and Delinquent Collection Costs, if any. After the extinguishment of an Assessment and the collection of any delinquent Annual Installments and Delinquent Collection Costs, the City shall provide the owner of the affected Parcel a recordable "Notice of the PID Assessment Termination".

## C. AMENDMENTS

Amendments to the Service and Assessment Plan can be made as permitted or required by the PID Act and under Texas law.

The City Council reserves the right to the extent permitted by the PID Act to amend this Service and Assessment Plan without notice under the PID Act and without notice to property owners of Parcels:(i) to correct mistakes and clerical errors; (ii) to clarify ambiguities; and (iii) to provide procedures for the collection and enforcement of Assessments, Prepayment Costs, collection costs, and other charges imposed by the Service and Assessment Plan.

## D. ADMINISTRATION AND INTERPRETATION OF PROVISIONS

The City Council shall administer the PID, this Service and Assessment Plan, and all Annual Service Plan Updates consistent with the PID Act and shall make all interpretations and determinations related to the application of this Service and Assessment Plan unless stated otherwise herein or in the Trust Indenture, such determination shall be conclusive.

## E. SEVERABILITY

If any provision, section, subsection, sentence, clause or phrase of this Service and Assessment Plan or the application of same to an assessed Parcel or any person or set of circumstances is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Service and Assessment Plan or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Service and Assessment Plan that no part hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other part hereof, and all provisions of this Service and Assessment Plan are declared to be severable for that purpose.

If any provision of this Service and Assessment Plan is determined by a court to be unenforceable, the unenforceable provision shall be deleted from this Service and Assessment Plan and the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the City.

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# APPENDIX A
# PID MAP

GRAPHIC SCALE IN FEET
0 150 300 600
1"=300' @ 24x36

## LEGEND

- MAJOR IMPROVEMENT AREA
- PHASE 1 AREA
- PHASE 2 AREA

## THE PARKS AT WILSON CREEK PID AREA TABLE

| DESCRIPTION | AREA |
|---|---|
| REMAINING MAJOR IMPROVEMENT AREA | 403.801 AC |
| PHASE 1 | 109.157 AC |
| PHASE 2 | 133.904 AC |
| BOUNDARY ADJUSTMENTS | 0.105 AC |
| PID DEEDED AREA | 646.967 AC |

PID BOUNDARY
COIT ROAD
PID BOUNDARY
PID BOUNDARY
DR HUNN ADDITION
VOL 9 PG 55
P.R.C.C.T.
FUTURE SUNSET BOULEVARD
PID BOUNDARY
EXISTING COUNTRY ROAD 92
OPAL MCKNIGHT
NO RECORDING
INFORMATION FOUND
PID BOUNDARY
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
PID BOUNDARY
CROSS CREEK MEADOWS
PHASE 2
(CALLED 111.844 ACRES)
DOC. NO. 20210916001894820
PID BOUNDARY
RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC.
(CALLED 18.68 ACRES)
DOC. NO. 2023000025594
CITY OF CELINA
DOC# 20150918001191130
D.R.C.C.T.
FUTURE
CITY OF CELINA
PUBLIC PARK
CITY OF CELINA
(CALLED 30.778 ACRES)
DOC. NO. 20150918001191130
O.P.R.C.C.T.
PID BOUNDARY
PID BOUNDARY
MULLANEY REVOCABLE TRUST
DOC# 20151116001442810
D.R.C.C.T.
(NO DESCRIPTION FOUND)
PID BOUNDARY
PHASE TWO
PHASE 2
CISD SCHOOL SITE
PHASE TWO
E. SUNSET BOULEVARD
MAJOR
IMPROVEMENT
AREA
ROSELAND PARKWAY
PHASE TWO
PHASE ONE
AMENITY
CENTER
PHASE 1
PHASE ONE
PHASE TWO
PHASE 2
PHASE ONE
PHASE TWO
PHASE ONE
ROSELAND PARKWAY
EXISTING OUTER LOOP ROW
EXISTING COUNTY ROAD 92
CUSTER RANCH, LP
(CALLED 79.963 ACRES)
DOC. NO. 20040914001358080
PID BOUNDARY
PID BOUNDARY

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
EXHIBIT

THE PARKS AT WILSON CREEK

Cambridge

Kimley»Horn

January 2025
Celina, Texas

DWG NAME K:\FRI_CIVIL\06323\4200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PAWC PAVING-OVERALL.DWG
LAST SAVED 1/22/2025 10:35 AM

# APPENDIX B
# ESTIMATED COSTS OF AUTHORIZED IMPROVEMENTS

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| **A. EXCAVATION** | | | | | |
|---|---|---|---|---|---|
| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST | |
| CLEARING AND GRUBBING | ACRE | 25.8 | $2,770.00 | $71,466.00 | |
| UNCLASSIFIED EXCAVATION | CY | 9,080 | $3.20 | $29,056.00 | |
| POND UNCLASSIFIED EXCAVATION | CY | 155,960 | $3.25 | $506,870.00 | |
| STOCKPILE UNCLASSIFIED EXCAVATION | CY | 63,460 | $5.00 | $317,300.00 | |
| SILT FENCE | LF | 2,258 | $1.95 | $4,403.10 | |
| CURLEX | LF | 10,430 | $2.00 | $20,860.00 | |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$** | **949,955.10** |
| **CITY PARK IMPROVEMENTS (ROSELAND)** | | | | | |
| CLEARING AND GRUBBING | ACRE | 1.8 | $2,770.00 | $4,986.00 | |
| UNCLASSIFIED EXCAVATION | CY | 1,200 | $3.20 | $3,840.00 | |
| SILT FENCE | LF | 1,492 | $1.95 | $2,909.40 | |
| CURLEX | LF | 1,914 | $2.00 | $3,828.00 | |
| CONSTRUCTION ENTRANCE | EA | 1 | $2,600.00 | $2,600.00 | |
| **SUBTOTAL** | | | | **$** | **18,163.40** |
| **SUBTOTAL - CELINA SHARE** | | | | **$** | **9,081.70** |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$** | **9,081.70** |
| **TOTAL EXCAVATION - THE PARKS PID SHARE** | | | | **$** | **959,036.80** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| **B. SANITARY SEWER SYSTEM** | | | | |
|---|---|---|---|---|
| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
| 8" SDR-26 P.V.C. PIPE | LF | 298 | $95.50 | $28,459.00 |
| 12" SDR-26 P.V.C. PIPE | LF | 522 | $99.75 | $52,069.50 |
| 24" SDR-26 P.V.C. PIPE | LF | 309 | $317.50 | $98,107.50 |
| CEMENT STABILIZED EMBEDMENT | LF | 40 | $57.00 | $2,280.00 |
| 5' DIAMETER MANHOLE | EA | 4 | $14,685.00 | $58,740.00 |
| END & PLUG | EA | 1 | $200.00 | $200.00 |
| TRENCH SAFETY | LF | 1,129 | $0.10 | $112.90 |
| TESTING (EXCLUDING GEOTECH) | LF | 1,129 | $1.50 | $1,693.50 |
| INSPECTION FEE | PERCENT | 4.0% | $241,662.40 | $9,666.50 |
| **SUBTOTAL** | | | | **$ 251,328.90** |
| **CITY PARK IMPROVEMENTS (ROSELAND)** | | | | |
| 8" SDR-26 P.V.C. PIPE | LF | 147 | $95.50 | $14,038.50 |
| 12" SDR-26 P.V.C. PIPE | LF | 870 | $99.75 | $86,782.50 |
| CEMENT STABILIZED EMBEDMENT | LF | 20 | $57.00 | $1,140.00 |
| 4' DIAMETER MANHOLE | EA | 1 | $7,175.00 | $7,175.00 |
| 5' DIAMETER MANHOLE | EA | 1 | $14,685.00 | $14,685.00 |
| REMOVE PLUG & CONNECT TO EXISTING PIPE | EA | 1 | $685.00 | $685.00 |
| END & PLUG | EA | 2 | $200.00 | $400.00 |
| TRENCH SAFETY | LF | 1,017 | $0.10 | $101.70 |
| TESTING (EXCLUDING GEOTECH) | LF | 1,017 | $1.50 | $1,525.50 |
| INSPECTION FEE | PERCENT | 4.0% | $126,533.20 | $5,061.33 |
| **SUBTOTAL** | | | | **$ 131,594.53** |
| **TOTAL SANITARY SEWER SYSTEM** | | | | **$ 382,923.42** |
| **TOTAL SANITARY SEWER SYSTEM - CELINA SHARE (18" TO 24" UPSIZING)** | | | | **$ 16,222.50** |
| **TOTAL SANITARY SEWER SYSTEM - THE PARKS PID SHARE** | | | | **$ 366,700.92** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

**C. STORM SEWER SYSTEM**

| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
|---|---|---|---|---|
| 18" R.C.P. | LF | 713 | $71.50 | $50,979.50 |
| 21" R.C.P. | LF | 65 | $78.00 | $5,070.00 |
| 24" R.C.P. | LF | 35 | $89.50 | $3,132.50 |
| 27" R.C.P. | LF | 189 | $104.50 | $19,750.50 |
| 30" R.C.P. | LF | 170 | $115.00 | $19,550.00 |
| 36" R.C.P. | LF | 1,526 | $146.00 | $222,796.00 |
| 42" R.C.P. | LF | 337 | $194.00 | $65,378.00 |
| 48" R.C.P. | LF | 520 | $232.00 | $120,640.00 |
| 4' x 4' R.C.B. | LF | 759 | $345.50 | $262,234.50 |
| 4' x 4' GASKETED R.C.B. | EA | 83 | $350.00 | $29,050.00 |
| 5' x 4' R.C.B. | LF | 352 | $422.00 | $148,544.00 |
| 6' x 4' R.C.B. | LF | 803 | $520.00 | $417,560.00 |
| 2-6' x 5' R.C.B. | LF | 6 | $2,644.00 | $15,864.00 |
| 7' x 3' R.C.B. | LF | 27 | $577.00 | $15,579.00 |
| 8' x 4' R.C.B. | LF | 353 | $699.00 | $246,747.00 |
| 8' x 4' GASKETED R.C.B. | LF | 78 | $737.00 | $57,486.00 |
| 3 - 9' x 8' R.C.B. | LF | 155 | $2,898.00 | $449,190.00 |
| 10' STD INLET | EA | 15 | $7,550.00 | $113,250.00 |
| INLET PROTECTION | EA | 15 | $165.00 | $2,475.00 |
| 4' x 4' JUNCTION BOX | EA | 7 | $7,400.00 | $51,800.00 |
| 5' x 5' JUNCTION BOX | EA | 3 | $8,550.00 | $25,650.00 |
| 6' x 6' JUNCTION BOX | EA | 1 | $12,000.00 | $12,000.00 |
| STORM SEWER ACCESS MANHOLE | EA | 8 | $6,000.00 | $48,000.00 |
| 2-6' x 5' HEADWALL INTEGRAL TO RETAINING WALL | EA | 1 | $37,800.00 | $37,800.00 |
| 8' x 5' HEADWALL INTEGRAL TO RETAINING WALL | EA | 1 | $82,600.00 | $82,600.00 |
| 3 - 9' x 8' HEADWALL INTEGRAL TO RETAINING WALL | EA | 2 | $59,650.00 | $119,300.00 |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| | | | | |
|---|---|---|---|---|
| 18" THICK ROCK RIP RAP | SY | 95 | $80.00 | $7,600.00 |
| LARGE DEBRIS SEPARATOR | EA | 1 | $46,400.00 | $46,400.00 |
| POND OUTFALL STRUCTURE | EA | 2 | $15,375.00 | $30,750.00 |
| PUMP DOWN EXISTING POND | EA | 2 | $6,250.00 | $12,500.00 |
| REMOVE & REPLACE EXISTING POND RETAINING WALL | LF | 55 | $70.00 | $3,850.00 |
| REMOVE EXISTING 2 BARREL 6' x 5' HEADWALL | EA | 1 | $1,585.00 | $1,585.00 |
| 4' x 4' SLOPED END HEADWALL | EA | 1 | $13,650.00 | $13,650.00 |
| TRENCH SAFETY | LF | 6,171 | $0.10 | $617.10 |
| INSPECTION FEE | PERCENT | 4.0% | $2,759,378.10 | $110,375.12 |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 2,869,753.22** |
| **CITY PARK IMPROVEMENTS (ROSELAND)** | | | | |
| 18" R.C.P. | LF | 516 | $71.50 | $36,894.00 |
| 21" R.C.P. | LF | 64 | $78.00 | $4,992.00 |
| 24" R.C.P. | LF | 167 | $89.50 | $14,946.50 |
| 3' x 3' R.C.B. | LF | 86 | $288.00 | $24,768.00 |
| 4' x 2' R.C.B. | LF | 175 | $293.00 | $51,275.00 |
| 4' x 3' R.C.B. | LF | 544 | $322.00 | $175,168.00 |
| 10' STD CURB INLET | EA | 7 | $7,550.00 | $52,850.00 |
| 3' x 3' WYE INLET WITH 2' APRON | EA | 1 | $5,850.00 | $5,850.00 |
| INLET PROTECTION | EA | 8 | $165.00 | $1,320.00 |
| END & PLUG | EA | 1 | $150.00 | $150.00 |
| 4' x 4' JUNCTION BOX | EA | 1 | $7,400.00 | $7,400.00 |
| 5' x 5' JUNCTION BOX | EA | 1 | $8,550.00 | $8,550.00 |
| MANHOLE RISER | EA | 1 | $6,000.00 | $6,000.00 |
| FW-S HEADWALL | EA | 1 | $25,000.00 | $25,000.00 |
| POND OUTFALL STRUCTURE INTEGRAL TO RETAINING WALL | EA | 1 | $15,375.00 | $15,375.00 |
| 12" GABION MATTRESS | SY | 30 | $299.00 | $8,970.00 |
| TRENCH SAFETY & VIDEO STORM | LF | 1,552 | $2.35 | $3,647.20 |
| INSPECTION FEE | PERCENT | 4.0% | $443,155.70 | $17,726.23 |
| **SUBTOTAL** | | | | **$ 460,881.93** |
| **SUBTOTAL - CELINA SHARE** | | | | **$ 230,440.96** |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 230,440.96** |
| | | | | |
| **TOTAL STORM SEWER SYSTEM - THE PARKS PID SHARE** | | | | **$ 3,100,194.19** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

**D. WATER DISTRIBUTION SYSTEM**

| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
|---|---|---|---|---|
| REMOVE 8" P.V.C. MUSTANG WATERLINE | LF | 3,090 | $19.50 | $60,255.00 |
| 8" AWWA C900 DR18 MUSTANG WATERLINE FOR RELOCATION | LF | 3,426 | $48.85 | $167,360.10 |
| 8" P.V.C. WATERLINE | LF | 834 | $52.00 | $43,368.00 |
| 8" GATE VALVE & BOX | EA | 5 | $2,725.00 | $13,625.00 |
| 12" STEEL ENCASEMENT (BY BORE) | LF | 114 | $399.00 | $45,486.00 |
| 30" STEEL ENCASEMENT | LF | 127 | $337.00 | $42,799.00 |
| REMOVE PLUG & CONNECT TO EXISTING 18" WL | EA | 1 | $1,750.00 | $1,750.00 |
| FIRE HYDRANT ASSEMBLY | EA | 2 | $7,175.00 | $14,350.00 |
| END & PLUG | EA | 1 | $450.00 | $450.00 |
| FITTINGS | TON | 3.6 | $12,965.00 | $46,674.00 |
| TRENCH SAFETY | LF | 4,260 | $0.10 | $426.00 |
| TESTING (EXCLUDING GEOTECH) | LF | 4,260 | $2.50 | $10,650.00 |
| INSPECTION FEE | PERCENT | 4.0% | $447,193.10 | $17,887.72 |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 465,080.82** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| **CITY PARK IMPROVEMENTS (ROSELAND)** | | | | |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | LF | 27 | $52.00 | $1,404.00 |
| 18" P.V.C. WATERLINE | LF | 974 | $140.75 | $137,090.50 |
| 8" GATE VALVE & BOX | EA | 2 | $2,725.00 | $5,450.00 |
| 18" BUTTERFLY VALVE & BOX | EA | 3 | $11,725.00 | $35,175.00 |
| AIR RELEASE VALVE | EA | 1 | $9,875.00 | $9,875.00 |
| REMOVE PLUG & CONNECT TO EXISTING 18" WL | EA | 1 | $1,750.00 | $1,750.00 |
| FIRE HYDRANT ASSEMBLY | EA | 2 | $7,175.00 | $14,350.00 |
| END & PLUG | EA | 2 | $450.00 | $900.00 |
| FITTINGS | TON | 0.9 | $12,965.00 | $11,668.50 |
| TRENCH SAFETY & WATER TEST | LF | 1,001 | $1.15 | $1,151.15 |
| TESTING (EXCLUDING GEOTECH) | LF | 1,001 | $2.50 | $2,502.50 |
| INSPECTION FEE | PERCENT | 4.0% | $221,316.65 | $8,852.67 |
| **SUBTOTAL - 18" WL** | | | | **$230,169.32** |
| **SUBTOTAL - IF 12" WL** | | | | **$ 146,519.52** |
| **SUBTOTAL - THE PARKS PID SHARE (1/2 OF IF 12" WL)** | | | | **$ 73,259.76** |
| **SUBTOTAL - CELINA SHARE (1/2 OF IF 12" WL & 18" UPSIZING)** | | | | **$ 200,982.77** |
| | | | | |
| **TOTAL WATER DISTRIBUTION SYSTEM - THE PARKS PID SHARE** | | | | **$ 538,340.58** |

| **E. STREET PAVING** | | | | |
|---|---|---|---|---|
| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
| | | | | |
| 6" CONCRETE STREET PAVEMENT | SY | 20,812 | $83.30 | $1,733,639.60 |
| 6" SUBGRADE PREPARATION | SY | 22,203 | $3.65 | $81,040.95 |
| HYDRATED LIME (36#/SQYD) | TON | 400 | $338.00 | $135,200.00 |
| TEMPORARY CONCRETE PAVEMENT | SY | 332 | $88.35 | $29,332.51 |
| 8" SUBGRADE TEMPORARY CONCRETE PAVEMENT | SY | 364 | $3.90 | $1,419.60 |
| 5' CONCRETE SIDEWALK | LF | 8 | $72.00 | $576.00 |
| 6' CONCRETE SIDEWALK | LF | 603 | $72.00 | $43,416.00 |
| BARRIER FREE RAMPS | EA | 22 | $2,900.00 | $63,800.00 |
| PAVEMENT HEADER & STREET BARRICADE (29-BB) | EA | 1 | $2,500.00 | $2,500.00 |
| TRAFFIC CONTROL | LS | 1 | $10,000.00 | $10,000.00 |
| INSPECTION FEE | PERCENT | 4.0% | $2,100,924.66 | $84,036.99 |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
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| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| | | |
|---|---|---|
| **SUBTOTAL - THE PARKS PID SHARE** | **$** | **2,184,961.65** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| **CITY PARK IMPROVEMENTS (ROSELAND)** | | | | | |
|---|---|---|---|---|---|
| 9" REINF. CONCRETE STREET PAVEMENT | SY | 5,743 | $73.95 | $424,694.85 |
| 8" SUBGRADE PREPARATION | SY | 6,018 | $3.90 | $23,470.20 |
| HYDRATED LIME (54#/SQYD) | TON | 162 | $338.00 | $54,756.00 |
| 10' CONCRETE SIDEWALK | LF | 422 | $110.00 | $46,420.00 |
| BARRIER FREE RAMPS | EA | 4 | $2,900.00 | $11,600.00 |
| SAWCUT & REMOVE EXIST ROUNDABOUT PAVEMENT | LF | 100 | $25.00 | $2,500.00 |
| PAVEMENT HEADER & STREET BARRICADE (49 B-B) | EA | 1 | $2,500.00 | $2,500.00 |
| STRIPING | LS | 1 | $10,000.00 | $10,000.00 |
| INSPECTION FEE | PERCENT | 4.0% | $575,941.05 | $23,037.64 |
| **SUBTOTAL** | | | | **$ 598,978.69** |
| **SUBTOTAL - CELINA SHARE** | | | | **$ 299,489.35** |
| **SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 299,489.35** |
| | | | | |
| **TOTAL STREET PAVING - THE PARKS PID SHARE** | | | | **$ 2,484,450.99** |

| **F. POND RETAINING WALLS** | | | | |
|---|---|---|---|---|
| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
| | | | | |
| 3' RETAINING WALL | LF | 245 | $80.00 | $19,600.00 |
| 10' RETAINING WALL | LF | 49 | $440.00 | $21,560.00 |
| 12' RETAINING WALL | LF | 44 | $620.00 | $27,280.00 |
| 13' RETAINING WALL | LF | 42 | $720.00 | $30,240.00 |
| 15' RETAINING WALL | LF | 108 | $960.00 | $103,680.00 |
| 18' RETAINING WALL | LF | 62 | $1,400.00 | $86,800.00 |
| | | | | |
| **TOTAL RETAINING WALLS** | | | | **$ 289,160.00** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
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| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

**G. SUNSET BOULEVARD**

| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
|---|---|---|---|---|
| **EXCAVATION** | | | | |
| CLEARING AND GRUBBING | ACRE | 2.5 | $2,770.00 | $6,925.00 |
| UNCLASSIFIED EXCAVATION | CY | 14,255 | $3.75 | $53,456.25 |
| CONSTRUCTION ENTRANCE | EA | 1 | $2,600.00 | $2,600.00 |
| SILT FENCE | LF | 1,350 | $1.95 | $2,632.50 |
| CURLEX | LF | 2,700 | $2.00 | $5,400.00 |
| **EXCAVATION SUBTOTAL** | | | | **$ 71,013.75** |
| **EXCAVATION SUBTOTAL - CELINA SHARE** | | | | **$ 71,013.75** |
| **EXCAVATION SUBTOTAL - THE PARKS PID SHARE** | | | | **$ -** |
| **WATER** | | | | |
| 8" P.V.C. WATERLINE | LF | 259 | $52.00 | $13,468.00 |
| 18" P.V.C. WATERLINE | LF | 1,926 | $140.75 | $271,084.50 |
| 12" STEEL ENCASEMENT | LF | 220 | $156.00 | $34,320.00 |
| 8" GATE VALVE & BOX | EA | 3 | $2,725.00 | $8,175.00 |
| 18" BUTTERFLY VALVE & BOX | EA | 5 | $11,725.00 | $58,625.00 |
| AIR RELEASE VALVE | EA | 2 | $9,875.00 | $19,750.00 |
| FIRE HYDRANT ASSEMBLY | EA | 4 | $7,175.00 | $28,700.00 |
| END & PLUG | EA | 2 | $450.00 | $900.00 |
| CONNECT TO EXISTING 18" WL | EA | 1 | $1,750.00 | $1,750.00 |
| FITTINGS | TON | 1.9 | $12,965.00 | $24,633.50 |
| TRENCH SAFETY | LF | 2,185 | $0.10 | $218.50 |
| TESTING (EXCLUDING GEOTECH) | LF | 2,185 | $2.50 | $5,462.50 |
| INSPECTION FEE | PERCENT | 4.0% | $467,087.00 | $18,683.48 |
| **WATER SUBTOTAL** | | | | **$ 485,770.48** |
| **WATER SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 485,770.48** |
| **SANITARY SEWER** | | | | |
| 8" SDR-26 P.V.C. PIPE | LF | 292 | $95.50 | $27,886.00 |
| 12" SDR-35 P.V.C. PIPE | LF | 197 | $74.25 | $14,627.25 |
| 12" SDR-26 P.V.C. PIPE | LF | 805 | $99.75 | $80,298.75 |
| 12" STEEL ENCASEMENT | LF | 200 | $189.00 | $37,800.00 |
| 5' DIAMETER MANHOLE | EA | 1 | $14,685.00 | $14,685.00 |
| 5' DIAMETER DROP MANHOLE | EA | 2 | $17,995.00 | $35,990.00 |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| | | | | | |
|---|---|---|---|---|---|
| REMOVE PLUG & CONNECT TO EXISTING PIPE | EA | 1 | $685.00 | $685.00 |
| END & PLUG | EA | 2 | $200.00 | $400.00 |
| TRENCH SAFETY | LF | 1,294 | $0.10 | $129.40 |
| TESTING (EXCLUDING GEOTECH) | LF | 1,294 | $1.50 | $1,941.00 |
| INSPECTION FEE | PERCENT | 4.0% | $214,442.40 | $8,577.70 |
| **SANITARY SEWER SUBTOTAL** | | | | **$ 223,020.10** |
| **SANITARY SEWER SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 223,020.10** |
| **PAVING** | | | | |
| 10" REINF. CONCRETE STREET PAVEMENT | SY | 10,372 | $75.10 | $778,937.20 |
| TEMPORARY CONCRETE PAVEMENT | SY | 1,463 | $88.35 | $129,256.05 |
| 6" REINFORCED CONCRETE PAVEMENT | SY | 492 | $83.30 | $40,983.60 |
| 8" SUBGRADE PREPARATION | SY | 12,132 | $3.90 | $47,314.80 |
| 8" SUBGRADE TEMPORARY CONCRETE PAVEMENT | SY | 1,567 | $3.90 | $6,111.30 |
| 6" SUBGRADE PREPARATION | SY | 586 | $3.90 | $2,285.40 |
| HYDRATED LIME (54#/SQYD) | TON | 466 | $338.00 | $157,508.00 |
| 10" REINFORCED PATTERNED CONCRETE CROSSWALK | SY | 60 | $365.00 | $21,900.00 |
| 10' CONCRETE SIDEWALK | LF | 1,180 | $110.00 | $129,800.00 |
| INSTALL STREET HEADER & TYPE III BARRICADE | EA. | 2 | $2,500.00 | $5,000.00 |
| BARRIER FREE RAMPS | EA | 8 | $2,900.00 | $23,200.00 |
| PAVEMENT MARKINGS | LS | 1 | $11,500.00 | $11,500.00 |
| REMOVE TYPE III BARRICADE | EA | 6 | $400.00 | $2,400.00 |
| CONNECT TO EX. STREET HEADER | EA | 6 | $850.00 | $5,100.00 |
| CONNECT TO EX. 10' WIDE SIDEWALK | EA | 2 | $200.00 | $400.00 |
| STOP SIGNS | EA | 2 | $450.00 | $900.00 |
| YIELD SIGN (R1-2) | EA. | 1 | $1,950.00 | $1,950.00 |
| YIELD TO PEDESTRIAN SIGN (R1-5L) | EA. | 4 | $2,500.00 | $10,000.00 |
| LANE ENDS MERGE RIGHT SIGN (W13-1P) | EA. | 1 | $2,100.00 | $2,100.00 |
| KEEP RIGHT (R4-7b) | EA. | 1 | $2,000.00 | $2,000.00 |
| TWO-WAY TRAFFIC SIGN (W6-3) | EA. | 2 | $2,100.00 | $4,200.00 |
| STREET NAME BLADES ON BRANDON POST | EA. | 2 | $2,700.00 | $5,400.00 |
| TRAFFIC CONTROL | LS | 1 | $10,000.00 | $10,000.00 |
| INSPECTION FEE | PERCENT | 4.0% | $1,398,246.35 | $55,929.85 |
| **PAVING SUBTOTAL** | | | | **$ 1,454,176.20** |
| **PAVING SUBTOTAL - CELINA SHARE** | | | | **$ 478,300.10** |
| **PAVING SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 975,876.10** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

| | | | | |
|---|---|---|---|---|
| **STORM SEWER** | | | | |
| 18" R.C.P. | LF | 1,066 | $71.50 | $76,219.00 |
| 21" R.C.P. | LF | 91 | $78.00 | $7,098.00 |
| 24" R.C.P. | LF | 290 | $89.50 | $25,955.00 |
| 27" R.C.P. | LF | 725 | $104.50 | $75,762.50 |
| 42" R.C.P. | LF | 317 | $194.00 | $61,498.00 |
| 48" R.C.P. | LF | 402 | $232.00 | $93,264.00 |
| 54" R.C.P. | LF | 273 | $288.00 | $78,624.00 |
| 4' x 4' R.C.B. | LF | 265 | $345.00 | $91,425.00 |
| 10' STD CURB INLET | EA | 6 | $7,550.00 | $45,300.00 |
| 15' STD CURB INLET | EA | 1 | $9,850.00 | $9,850.00 |
| RECESSED 15' CURB INLET | EA | 3 | $9,850.00 | $29,550.00 |
| 3' x 3' WYE INLET WITH 4' APRON | EA | 1 | $5,850.00 | $5,850.00 |
| 4' x 4' WYE INLET WITH 4' APRON | EA | 2 | $5,950.00 | $11,900.00 |
| INLET PROTECTION | EA | 13 | $165.00 | $2,145.00 |
| 5' x 5' STORM MANHOLE | EA | 1 | $8,550.00 | $8,550.00 |
| 6' x 6' STORM MANHOLE | EA | 1 | $11,750.00 | $11,750.00 |
| END & PLUG | EA | 6 | $150.00 | $900.00 |
| 4' x 4' JUNCTION BOX | EA | 3 | $7,400.00 | $22,200.00 |
| 48" FW-0 HEADWALL | EA | 1 | $14,800.00 | $14,800.00 |
| 54" SETP-PD | EA | 1 | $9,150.00 | $9,150.00 |
| 10' x 10' GABION MATTRESS | SY | 11 | $299.00 | $3,289.00 |
| CONNECT TO EXISTING STORM W/ CONCRETE COLLAR | EA | 2 | $625.00 | $1,250.00 |
| REMOVE 21" R.C.P. PIPE | LF | 21 | $19.00 | $399.00 |
| REMOVE EX. 42" HEADWALL AND CONNECT TO EX 42" RCP | LF | 1 | $950.00 | $950.00 |
| TV INSPECTION | LF | 3,429 | $2.25 | $7,715.25 |
| TRENCH SAFETY | LF | 3,429 | $0.10 | $342.90 |
| INSPECTION FEE | PERCENT | 4.0% | $766,750.40 | $30,670.02 |
| **STORM SEWER SUBTOTAL** | | | | **$ 726,406.67** |
| **STORM SEWER SUBTOTAL - CELINA SHARE** | | | | **$ 312,130.80** |
| **STORM SEWER SUBTOTAL - THE PARKS PID SHARE** | | | | **$ 414,275.87** |
| | | | | |
| **SUNSET BOULEVARD TOTAL** | | | | **$ 2,960,387.20** |
| **SUNSET BOULEVARD TOTAL - CELINA SHARE** | | | | **$ 861,444.65** |
| **SUNSET BOULEVARD TOTAL - THE PARKS PID SHARE** | | | | **$ 2,098,942.55** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

**H. MISCELLANEOUS ITEMS**

| ITEM DESCRIPTION | UNIT | QUANTITY | UNIT PRICE | ITEM COST |
|---|---|---|---|---|
| STREET LIGHT | EA | 8 | $3,500.00 | $28,000.00 |
| 4" ELECTRIC CONDUIT | LF | 400 | $20.00 | $8,000.00 |
| STREET NAME SIGNS | EA | 6 | $2,700.00 | $16,200.00 |
| STOP SIGNS | EA | 5 | $450.00 | $2,250.00 |
| NO OUTLET SIGNS | EA | 2 | $225.00 | $450.00 |
| SPEED LIMIT SIGNS | EA | 3 | $1,950.00 | $5,850.00 |
| PEDESTRIAN RAILING | LF | 1,334 | $100.00 | $133,400.00 |
| LANDSCAPING | SF | 45,253 | $3.25 | $147,072.25 |
| PLATTING FEE | LS | 1 | $58,725.00 | $58,725.00 |
| ENGINEERING REVIEW FEE | LS | 1 | $16,537.50 | $16,537.50 |
| MATERIAL TESTING | PERCENT | 2.0% | $9,568,155.23 | $191,363.10 |
| LANDSCAPE ARCHITECT | PERCENT | 10.0% | $147,072.25 | $14,707.23 |
| TOTAL MISCELLANEOUS ITEMS - CELINA SHARE (DESIGN AND SOFT COSTS) | | | | **$ 147,418.97** |
| TOTAL MISCELLANEOUS ITEMS - CELINA SHARE (DESIGN AND SOFT COSTS) | | | | **$ 172,288.93** |
| **TOTAL MISCELLANEOUS ITEMS** | | | | **$ 942,262.98** |
| **TOTAL MISCELLANEOUS ITEMS - CELINA SHARE (DESIGN AND SOFT COSTS) - Roseland** | | | | **$ 147,418.97** |
| **TOTAL MISCELLANEOUS ITEMS - CELINA SHARE (SOFT COSTS) - Sunset** | | | | **$ 172,288.93** |
| **TOTAL MISCELLANEOUS ITEMS - THE PARKS PID SHARE** | | | | **$ 622,555.08** |

# PHASE 2 - MAJOR

Kimley»Horn

## OPINION OF PROBABLE COST

| | | | | | |
|---|---|---|---|---|---|
| **PROJECT NAME:** | **Parks at Wilson Creek** | LOTS: | 387 | DATE: | JANUARY 2025 |
| **CITY:** | **Celina, Texas** | LF STREET: | 27318 | CREATED BY: | MKM |
| **JOB NUMBER:** | **063234200** | NET ACRES: | 169.6 | CHECKED BY: | DRB |
| | | GROSS ACRES: | 152.4 | REVISED BY: | DRB |

**SUMMARY - CELINA SHARE**

| | | |
|---|---|---|
| A. EXCAVATION | **$** | **9,081.70** |
| B. SANITARY SEWER SYSTEM | **$** | **16,222.50** |
| C. STORM SEWER SYSTEM | **$** | **230,440.96** |
| D. WATER DISTRIBUTION SYSTEM | **$** | **200,982.77** |
| E. STREET PAVING | **$** | **299,489.35** |
| F. POND RETAINING WALLS | **$** | **-** |
| G. SUNSET BOULEVARD | **$** | **861,444.65** |
| H. MISCELLANEOUS ITEMS | **$** | **319,707.90** |
| SUB-TOTAL: | $ | 1,937,369.83 |

**SUMMARY - THE PARKS PID SHARE**

| | | |
|---|---|---|
| A. EXCAVATION | **$** | **959,036.80** |
| B. SANITARY SEWER SYSTEM | **$** | **366,700.92** |
| C. STORM SEWER SYSTEM | **$** | **3,100,194.19** |
| D. WATER DISTRIBUTION SYSTEM | **$** | **538,340.58** |
| E. STREET PAVING | **$** | **2,484,450.99** |
| F. POND RETAINING WALLS | **$** | **-** |
| G. SUNSET BOULEVARD | **$** | **2,098,942.55** |
| H. MISCELLANEOUS ITEMS | **$** | **622,555.08** |
| SUB-TOTAL: | $ | 10,170,221.11 |
| MAINTENANCE BONDS: | 2% $ | 170,352.31 |
| PLATTING, PERMITTING, ENGINEERING AND STAKING: | 10.0% $ | 954,766.60 |
| CONTINGENCIES: | 6% $ | 610,213.27 |
| CONSTRUCTION MANAGEMENT: | 4% $ | 381,906.64 |
| **TOTAL CONSTRUCTION COSTS:** | **$** | **12,287,459.93** |

# APPENDIX C-1
# LEGAL DESCRIPTION

## Legal Description of the Property
## (approximately 646.967 acres)

**FIELD NOTE DESCRIPTION**
**652.282 ACRES**

**BEING** a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

**BEGINNING** at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

**THENCE** North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

**THENCE** South 6°25'40" West, a distance of 159.42 feet to a point for corner;

**THENCE** South 5°35'23" West, a distance of 131.26 feet to a point for corner;

**THENCE** South 4°57'45" East, a distance of 449.10 feet to a point for corner;

**THENCE** South 36°01'46" West, a distance of 230.27 feet to a point for corner;

**THENCE** South 63°18'07" West, a distance of 213.10 feet to a point for corner;

**THENCE** South 52°44'48" West, a distance of 244.54 feet to a point for corner;

**THENCE** South 23°59'18" West, a distance of 841.72 feet to a point for corner;

**THENCE** South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a

non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a

chord bearing and distance of South 56°46'05" East, 1632.31 feet;

**THENCE** with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

**THENCE** North 0°31'21" West, a distance of 160.39 feet to a point for corner;

**THENCE** North 89°18'15" East, a distance of 29.02 feet to a point for corner;

**THENCE** North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

**THENCE** North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

**THENCE** South 2°52'44" West, a distance of 412.39 feet to a point for corner;

**THENCE** South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

**THENCE** North 89°18'15" East, a distance of 894.18 feet to a point for corner;

**THENCE** South 0°02'23" East, a distance of 216.90 feet to a point for corner;

**THENCE** North 89°22'17" East, a distance of 94.21 feet to a point for corner;

**THENCE** South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

**THENCE** with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

**THENCE** with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

**THENCE** South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

**THENCE** with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

**THENCE** South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

**THENCE** North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

**THENCE** North 54°15'25" East, a distance of 296.95 feet to a point for corner;

**THENCE** North 0°25'25" East, a distance of 91.30 feet to a point for corner;

**THENCE** North 89°36'07" East, a distance of 166.57 feet to a point for corner;

**THENCE** North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

**THENCE** North 8°01'34" East, a distance of 22.19 feet to a point for corner;

**THENCE** North 89°48'37" West, a distance of 106.63 feet to a point for corner;

**THENCE** North 6°54'39" West, a distance of 258.73 feet to a point for corner;

**THENCE** North 6°55'55" West, a distance of 321.75 feet to a point for corner;

**THENCE** North 80°31'35" West, a distance of 111.10 feet to a point for corner;

**THENCE** North 1°16'35" East, a distance of 33.09 feet to a point for corner;

**THENCE** South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

**THENCE** South 89°28'21" West, a distance of 577.17 feet to a point for corner;

**THENCE** North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

**THENCE** with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

**THENCE** with said curve to the left, an arc distance of 294.28 feet to a point for corner;

**THENCE** North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

**THENCE** with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,384 square feet of land.

**SAVE AND EXCEPT** the following described 5.315 acre tract of land.

**SAVE AND EXCEPT:**
**5.315 ACRES**

**BEING** a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

**THENCE** North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

**THENCE** with said curve to the left, an arc distance of 67.57 feet to a point for corner;

**THENCE** South 0°04'15" East, a distance of 135.09 feet to a point for corner;

**THENCE** North 89°55'39" East, a distance of 361.00 feet to a point for corner;

**THENCE** South 0°04'15" East, a distance of 42.74 feet to a point for corner;

**THENCE** South 55°09'24" West, a distance of 72.90 feet to a point for corner;

**THENCE** South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

**THENCE** with said curve to the left, an arc distance of 175.17 feet to a point for corner;

**THENCE** South 11°02'45" West, a distance of 5.30 feet to a point for corner;

**THENCE** South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

**THENCE** with said curve to the left, an arc distance of 209.14 feet to a point for corner;

**THENCE** South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

**THENCE** with said curve to the right, an arc distance of 125.00 feet to a point for corner;

**THENCE** North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

**THENCE** with said curve to the left, an arc distance of 212.40 feet to a point for corner;

**THENCE** North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,511 square feet of land, more or less.

# APPENDIX C-2
# LEGAL DESCRIPTION - PHASE #1

**METES AND BOUNDS DESCRIPTION**
**The Parks at Wilson Creek - Phase 1**
**(approx. 109.2127 acres)**

**WHEREAS THE PARKS AT WILSON CREEK, L.P.**, is the owner of a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

**BEGINNING** at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

**THENCE** leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

**THENCE** with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

**THENCE** South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

**THENCE** leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet;

With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA”

set for corner;

South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner;

South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

**THENCE** South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.6312 acres or 4,862,657 square feet of land, more or less.

**SAVE AND EXCEPT**
**2.4185 ACRES**

**BEING** a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

**BEGINNING** at a point in the northeast intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;

**THENCE** South 60°41'20" West, a distance of 526.16 feet to a point at the beginning of a tangent curve to the left having a central angle of 67°29'59", a radius of 50.00 feet, a chord bearing and distance of South 26°56'21" West, 55.56 feet;

**THENCE** with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;

With said curve to the right, an arc distance of 342.09 feet to a point for corner;

North 14°01'18" West, a distance of 28.28 feet to a point for corner;

**THENCE** North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;

**THENCE** South 29°18'40" East, a distance of 130.00 feet to a point for corner;

**THENCE** South 60°41'20" West, a distance of 46.16 feet to a point for corner;

**THENCE** South 29°18'40" East, a distance of 50.00 feet to a point for corner;

**THENCE** North 60°41'20" East, a distance of 5.08 feet to a point for corner;

**THENCE** South 75°11'23" East, a distance of 14.36 feet to a point for corner;

**THENCE** South 32°47'39" East, a distance of 15.60 feet to a point for corner;

**THENCE** South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.4185 acres or 105,349 square feet of land, more or less.

# APPENDIX C-3
# LEGAL DESCRIPTION - MAJOR IMPROVEMENT AREA

**METES AND BOUNDS DESCRIPTION**
**The Parks at Wilson Creek - Major Improvement Area**
**(approx. 537.7543 acres)**

**FIELD NOTE DESCRIPTION**

**652.282 ACRES**

**BEING** a tract of land situated in the Samuel Queen Survey, Abstract Number 731, the Charles P. Rice Survey, Abstract Number 771, the Mary Howell Survey, Abstract Number 395, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, Collin County, Texas and being all that tract of land conveyed to the City of Celina, according to the document filed of record in described in Document Number 20150918001191130, Deed Records Collin County, Texas (D.R.C.C.T.) a portion of those tracts of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20150916001178630 and Document Number 20130830001229380, (D.R.C.C.T.) and being more particularly described as follows:

**BEGINNING** at a point for the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.);

**THENCE** North 89°55'39" East, a distance of 2644.88 feet to a point for corner;

**THENCE** South 6°25'40" West, a distance of 159.42 feet to a point for corner;

**THENCE** South 5°35'23" West, a distance of 131.26 feet to a point for corner;

**THENCE** South 4°57'45" East, a distance of 449.10 feet to a point for corner;

**THENCE** South 36°01'46" West, a distance of 230.27 feet to a point for corner;

**THENCE** South 63°18'07" West, a distance of 213.10 feet to a point for corner;

**THENCE** South 52°44'48" West, a distance of 244.54 feet to a point for corner;

**THENCE** South 23°59'18" West, a distance of 841.72 feet to a point for corner;

**THENCE** South 5°05'42" West, a distance of 595.18 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 42°32'11", a radius of 2250.00 feet, a chord bearing and distance of South 56°46'05" East, 1632.31 feet;

**THENCE** with said curve to the left, an arc distance of 1670.40 feet to a point for corner;

**THENCE** North 0°31'21" West, a distance of 160.39 feet to a point for corner;

**THENCE** North 89°18'15" East, a distance of 29.02 feet to a point for corner;

**THENCE** North 19°32'14" East, a distance of 2818.61 feet to a point for corner;

**THENCE** North 88°47'20" East, a distance of 1681.37 feet to a point for corner;

**THENCE** South 2°52'44" West, a distance of 412.39 feet to a point for corner;

**THENCE** South 0°06'08" West, a distance of 2248.43 feet to a point for corner;

**THENCE** North 89°18'15" East, a distance of 894.18 feet to a point for corner;

**THENCE** South 0°02'23" East, a distance of 216.90 feet to a point for corner;

**THENCE** North 89°22'17" East, a distance of 94.21 feet to a point for corner;

**THENCE** South 0°24'10" East, a distance of 3053.19 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 2°34'58", a radius of 9566.62 feet, a chord bearing and distance of North 85°39'27" West, 431.21 feet;

**THENCE** with said curve to the left, an arc distance of 431.25 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 5°36'34", a radius of 14829.57 feet, a chord bearing and distance of North 87°48'35" West, 1451.28 feet;

**THENCE** with said curve to the left, an arc distance of 1451.86 feet to a point for corner;

**THENCE** South 89°23'08" West, a distance of 495.31 feet to a point at the beginning of a tangent curve to the left having a central angle of 19°55'13", a radius of 4045.01 feet, a chord bearing and distance of South 79°25'28" West, 1399.27 feet;

**THENCE** with said curve to the left, an arc distance of 1406.35 feet to a point for corner;

**THENCE** South 89°59'30" West, a distance of 1600.75 feet to a point for corner;

**THENCE** North 0°37'42" West, a distance of 1649.41 feet to a point for corner;

**THENCE** North 54°15'25" East, a distance of 296.95 feet to a point for corner;

**THENCE** North 0°25'25" East, a distance of 91.30 feet to a point for corner;

**THENCE** North 89°36'07" East, a distance of 166.57 feet to a point for corner;

**THENCE** North 7°29'59" East, a distance of 1483.88 feet to a point for corner;

**THENCE** North 8°01'34" East, a distance of 22.19 feet to a point for corner;

**THENCE** North 89°48'37" West, a distance of 106.63 feet to a point for corner;

**THENCE** North 6°54'39" West, a distance of 258.73 feet to a point for corner;

**THENCE** North 6°55'55" West, a distance of 321.75 feet to a point for corner;

**THENCE** North 80°31'35" West, a distance of 111.10 feet to a point for corner;

**THENCE** North 1°16'35" East, a distance of 33.09 feet to a point for corner;

**THENCE** South 89°28'59" West, a distance of 1230.89 feet to a point for corner;

**THENCE** South 89°28'21" West, a distance of 577.17 feet to a point for corner;

**THENCE** North 0°10'48" West, a distance of 1043.00 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 18°41'20", a radius of 820.10 feet, a chord bearing and distance of North 8°17'17" East, 266.32 feet;

**THENCE** with said curve to the right, an arc distance of 267.50 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 15°28'07", a radius of 1090.03 feet, a chord bearing and distance of North 5°30'01" East, 293.39 feet;

**THENCE** with said curve to the left, an arc distance of 294.28 feet to a point for corner;

**THENCE** North 2°06'44" East, a distance of 867.17 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 10°24'10", a radius of 971.20 feet, a chord bearing and distance of North 7°44'28" East, 176.09 feet;

**THENCE** with said curve to the right, an arc distance of 176.33 feet to the **POINT OF BEGINNING** and containing 652.282 acres or 28,413,403 square feet of land. **Save and Except** the following described 5.315 acre tract of land and the 109.2127 acre tract of land.

**SAVE & EXCEPT**
**5.315 ACRES**

**BEING** a tract of land situated in the Samuel Queen Survey, Abstract Number 731 and the Charles P. Rice Survey, Abstract Number 771, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks at Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Record Collin County, Texas and being more particularly described as follows:

**BEGINNING** at a point for the northwest corner of this tract from which the northwest corner of said The Parks At Wilson Creek, L.P. tract recorded in Document Number 20130830001229380 (D.R.C.C.T.) same being the northwest corner of the above described 646.9668 acre tract bears North 01°12'23" West, 738.14 feet;

**THENCE** North 89°55'39" East, a distance of 160.38 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 77°25'26", a radius of 50.00 feet, a chord bearing and distance of South 47°59'28" East, 62.54 feet;

**THENCE** with said curve to the left, an arc distance of 67.57 feet to a point for corner;

**THENCE** South 0°04'15" East, a distance of 135.09 feet to a point for corner;

**THENCE** North 89°55'39" East, a distance of 361.00 feet to a point for corner;

**THENCE** South 0°04'15" East, a distance of 42.74 feet to a point for corner;

**THENCE** South 55°09'24" West, a distance of 72.90 feet to a point for corner;

**THENCE** South 34°50'36" East, a distance of 132.42 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 36°29'48", a radius of 275.00 feet, a chord bearing and distance of South 29°17'39" West, 172.22 feet;

**THENCE** with said curve to the left, an arc distance of 175.17 feet to a point for corner;

**THENCE** South 11°02'45" West, a distance of 5.30 feet to a point for corner;

**THENCE** South 55°09'33" West, a distance of 21.54 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 11°24'44", a radius of 1050.00 feet, a chord bearing and distance of North 86°50'35" West, 208.79 feet;

**THENCE** with said curve to the left, an arc distance of 209.14 feet to a point for corner;

**THENCE** South 87°27'03" West, a distance of 145.99 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 7°37'09", a radius of 940.00 feet, a chord bearing and distance of South 84°29'46" West, 124.91 feet;

**THENCE** with said curve to the right, an arc distance of 125.00 feet to a point for corner;

**THENCE** North 40°47'05" West, a distance of 38.57 feet to a point at the beginning of a non-tangent curve to the left having a central angle of 10°34'56", a radius of 1150.03 feet, a chord bearing and distance of North 3°10'19" East, 212.10 feet;

**THENCE** with said curve to the left, an arc distance of 212.40 feet to a point for corner;

**THENCE** North 2°06'44" East, a distance of 303.26 feet to the **POINT OF BEGINNING** and containing 5.315 acres or 231,521 square feet of land, more or less.

**SAVE & EXCEPT**
**109.2127 acres from the following described 111.631 acres**

**BEING** a tract of land situated in the Charles P. Rice Survey, Abstract Number 771, the J.B. Wilmeth Survey, Abstract Number 985, the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas, said tract being more particularly described as follows:

**BEGINNING** at a point in the west line of said The Parks at Wilson Creek tract same being common with the east line of that tract of land described as Tract 4 conveyed to Bilinda Cox Matusex Special Trust, according to the document filed of record in Document No. 20120724000891520 (D.R.C.C.T.) for the southeast corner of this tract from which an iron pipe found in the north line of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191003001242980 (D.R.C.C.T.) at the southeast corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 20191118001467990 same being common with the southwest corner of that tract of land conveyed to Collin County, according to the document filed of record in Document No. 2019112700151754 (O.P.R.C.C.T.) bears South 0°24'10" East, 568.32 feet;

**THENCE** leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the

following sixteen (16) courses and distances:

South 89°35'50" West, a distance of 753.85 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 11°42'08", a radius of 278.29 feet, a chord bearing and distance of North 84°31'20" West, 56.74 feet;

With said curve to the right, an arc distance of 56.84 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 58°53'22" West, a distance of 14.93 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°45'57" West, a distance of 51.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 18°38'15", a radius of 224.50 feet, a chord bearing and distance of North 8°54'57" East, 72.70 feet;

With said curve to the left, an arc distance of 73.03 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°24'10" West, a distance of 61.05 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract

North 18°50'16" West, a distance of 15.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°35'50" West, a distance of 247.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 6°10'42" East, a distance of 41.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°19'10" West, a distance of 124.12 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 87°30'12" West, a distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 2°29'48" West, a distance of 120.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°08'58" West, a distance of 6.37 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 167°34'35", a radius of 50.00 feet, a chord bearing and distance of South 85°14'50" West, 99.41 feet;

With said curve to the left, an arc distance of 146.24 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 1°27'33" West, a distance of 89.92 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the north line the above-mentioned Collin County tract recorded in 20191118001467990 same being common with the south line of the above-mentioned Parks at Wilson Creek tract at the beginning of a non-tangent curve to the left having a central angle of 2°04'24", a radius of 14,835.50 feet, a chord bearing and distance of North 89°34'39" West, 536.79 feet;

**THENCE** with said common line the following three (3) courses and distances:

With said curve to the left, an arc distance of 536.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 89°23'08" West, a distance of 495.31 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 19°55'22", a radius of 4,044.50 feet, a chord bearing and distance of South 79°25'28" West, 1,399.27 feet;

With said curve to the left, an arc distance of 1,406.35 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the south line of the above-mentioned Parks at Wilson Creek tract same being common with the north line of that tract of land conveyed to Belknap FP, LTD, according to the document filed of record in Document No. 98-0123880 (D.R.C.C.T.) for corner of this tract;

**THENCE** South 89°59'30" West, with said common line, a distance of 198.32 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

**THENCE** leaving said common line over and across the above-mentioned Parks at Wilson Creek tract the seventy-seven (77) courses and distances:

North 0°01'00" West, a distance of 74.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 19°17'00" East, a distance of 125.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°45'05" West, a distance of 15.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 25°47'06" East, a distance of 39.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 64°11'54", a radius of 175.00 feet, a chord bearing and distance of North 32°06'57" West, 185.99 feet;

With said curve to the right, an arc distance of 196.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 13.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°42'08", a radius of 59.50 feet, a chord bearing and distance of North 16°52'04" West, 34.50 feet;

With said curve to the left, an arc distance of 35.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 288.25 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 53°20'47", a radius of 59.50 feet, a chord bearing and distance of North 26°39'24" East, 53.42 feet;

With said curve to the left, an arc distance of 55.40 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 230.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 44°59'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 151.89 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 21°27'23", a radius of 400.00 feet, a chord bearing and distance of North 79°15'18" East, 148.92 feet;

With said curve to the left, an arc distance of 149.79 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 69°24'36" East, a distance of 14.68 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 26°37'56" East, a distance of 111.19 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 26°36'57", a radius of 224.00 feet, a chord bearing and distance of South 13°19'28" East, 103.12 feet;

With said curve to the right, an arc distance of 104.06 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 63.29 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°01'00" East, a distance of 9.50 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 45°01'00" East, a distance of 14.14 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°59'00" East, a distance of 10.36 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 0°01'00" West, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°55'27" East, a distance of 59.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 79°19'17" East, a distance of 59.51 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 68°42'43" East, a distance of 48.61 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 84°25'55" East, a distance of 100.47 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 82°39'44" East, a distance of 50.41 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 88°52'15" East, a distance of 96.10 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 74°08'46" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 71°47'29" East, a distance of 58.97 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 69°55'04" East, a distance of 135.86 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 73°42'14" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°24'52" East, a distance of 27.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 60°41'20" East, a distance of 300.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 57°04'00" East, a distance of 195.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for

corner of this tract;

North 51°36'59" East, a distance of 48.76 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°51'25" East, a distance of 380.81 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°50'27", a radius of 1,462.50 feet, a chord bearing and distance of North 44°57'48" West, 174.51 feet;

With said curve to the left, an arc distance of 174.62 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 48°23'02" West, a distance of 1,384.33 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 27°33'26", a radius of 1,039.82 feet, a chord bearing and distance of North 34°32'21" West, 495.31 feet;

With said curve to the right, an arc distance of 500.11 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 2°01'38", a radius of 684.50 feet, a chord bearing and distance of North 21°44'34" West, 24.22 feet;

With said curve to the left, an arc distance of 24.22 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 29°53'35" West, a distance of 17.98 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 11°20'04", a radius of 682.50 feet, a chord bearing and distance of North 29°55'17" West, 134.79 feet;

With said curve to the left, an arc distance of 135.01 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 35°35'18" West, a distance of 15.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 18°14'07", a radius of 22.50 feet, a chord bearing and distance of North 44°42'22" West, 7.13 feet;

With said curve to the left, an arc distance of 7.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 53°49'25" West, a distance of 33.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 20°54'23", a radius of 52.50 feet, a chord bearing and distance of North 64°16'37" West, 19.05 feet; With said curve to the left, an arc distance of 19.16 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 0°22'23" West, a distance of 112.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 73°37'28" East, a distance of 16.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 72°21'44" East, a distance of 41.26 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 33°14'54", a radius of 21.50 feet, a chord bearing and distance of North 55°44'15" East, 12.30 feet;

With said curve to the left, an arc distance of 12.48 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; North 39°06'48" East, a distance of 12.80 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°02'50", a radius of 51.50 feet, a chord bearing and distance of North 27°35'23" East, 20.58 feet;

With said curve to the left, an arc distance of 20.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 89°34'21" East, a distance of 105.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 5°42'23", a radius of 491.50 feet, a chord bearing and distance of South 17°51'23" East, 48.93 feet;

With said curve to the left, an arc distance of 48.95 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 33°22'24", a radius of 21.50 feet, a chord bearing and distance of South 37°23'47" East, 12.35 feet;

With said curve to the left, an arc distance of 12.52 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 56°46'24" East, a distance of 10.94 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 23°10'06", a radius of 51.50 feet, a chord bearing and distance of South 68°21'27" East, 20.68 feet;

With said curve to the left, an arc distance of 20.82 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 5°37'50" East, a distance of 104.28 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the left having a central angle of 6°12'32", a radius of 411.50 feet, a chord bearing and distance of South 65°55'51" West, 44.57 feet;

With said curve to the left, an arc distance of 44.59 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 38°50'36", a radius of 21.50 feet, a chord bearing and distance of South 43°24'17" West, 14.30 feet;

With said curve to the left, an arc distance of 14.58 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 23°59'00" West, a distance of 7.88 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the left having a central angle of 44°18'41", a radius of 51.50 feet, a chord bearing and distance of South 1°49'39" West, 38.84 feet;

With said curve to the left, an arc distance of 39.83 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 20°19'41" East, a distance of 61.90 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 13°07'29" East, a distance of 24.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a non-tangent curve to the right having a central angle of 3°33'57", a radius of 525.50 feet, a chord bearing and distance of South 17°16'25" East, 32.70 feet;

With said curve to the right, an arc distance of 32.71 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a reverse curve to the left having a central angle of 14°16'40", a radius of 494.50 feet, a chord bearing and distance of South 22°37'46" East, 122.91 feet;

With said curve to the left, an arc distance of 123.23 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a compound curve to the left having a central angle of 18°36'55", a radius of 962.50 feet, a chord bearing and distance of South 39°04'34" East, 311.34 feet;

With said curve to the left, an arc distance of 312.72 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner; South 48°23'02" East, a distance of 1383.70 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set at the beginning of a tangent curve to the right having a central angle of 17°54'58", a radius of 1,537.50 feet, a chord bearing and distance of South 39°25'33" East, 478.81 feet;

With said curve to the right, an arc distance of 480.77 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 59°31'36" East, a distance of 13.08 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 41°38'43" East, a distance of 736.15 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 53°37'24" East, a distance of 118.57 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 67°35'47" East, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 1,021.96 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

South 0°24'10" East, a distance of 26.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set for corner of this tract;

North 89°35'50" East, a distance of 130.00 feet to a 5/8-inch iron rod with plastic cap stamped “KHA” set in the west line of the above-mentioned Parks at Wilson Creek tract being common with the east line of the above-mentioned Bilinda Cox tract for corner of this tract from which an iron rod found for the westerly line of said Parks at Wilson Creek tract being common with the northwest corner of said Bilinda Cox tract bears North 0°24'10” East, 1,203.03 feet;

**THENCE** South 0°24'10" East, with said common line, a distance of 1,426.55 feet to the **POINT OF BEGINNING** and containing 111.631 acres or 4,862,646 square feet of land, more or less.

**SAVE AND EXCEPT**

**2.419 ACRES**

**BEING** a tract of land situated in the J.B. Wilmeth Survey, Abstract Number 983 and the Levin Routh Survey, Abstract Number 779, City of Celina, Collin County, Texas and being a portion of that tract of land conveyed to The Parks At Wilson Creek, L.P., according to the document filed of record in Document Number 20130830001229380, Deed Records Collin County, Texas (D.R.C.C.T.), said tract being more particularly described as follows:

**BEGINNING** at a point in the northwest intersection of Eden Way and Lakeside Drive for the southeast corner of this tract;
**THENCE** with said Lakeside Drive the following three (3) courses and distances:

South 53°49'57" West, a distance of 255.49 feet to a point at the beginning of a non-tangent curve to the right having a central angle of 112°00'01", a radius of 175.00 feet, a chord bearing and distance of North 70°01'19" West, 290.16 feet;
With said curve to the right, an arc distance of 342.09 feet to a point for corner;
North 14°01'18" West, a distance of 28.28 feet to a point for corner;
**THENCE** North 60°41'20" East, leaving the above-mentioned Lakeside Drive, a distance of 474.31 feet to a point for corner;
**THENCE** South 29°18'40" East, a distance of 130.00 feet to a point for corner;
**THENCE** South 60°41'20" West, a distance of 46.16 feet to a point for corner;
**THENCE** South 29°18'40" East, a distance of 50.00 feet to a point for corner;
**THENCE** North 60°41'20" East, a distance of 5.08 feet to a point for corner;
**THENCE** South 75°11'23" East, a distance of 14.36 feet to a point for corner;
**THENCE** South 32°47'39" East, a distance of 15.60 feet to a point for corner;
**THENCE** South 9°39'22" West, a distance of 14.34 feet to the **POINT OF BEGINNING**

and containing 2.419 acres or 105,371 square feet of land, more or less.

# APPENDIX C-4
# LEGAL DESCRIPTION – PHASE #2

EXHIBIT "A"
Property Description
**(PAWC – Phase 2 – 133.904 Acres)**

**Tract 1- 36.150 Acres**

**BEING** a tract of land situated in the Mary Howell Survey, Abstract No. 395 and the J.B. Wilmeth Survey, Abstract No. 985, City of Celina, Collin County, Texas and being all of that called 11.698 acre tract of land described in deed to Celina Independent School District as recorded in Document Number 2023000116913, Official Public Records of Collin County, Texas, being a part of that called 160.524 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document Number 20150916001178630, Official Public Records of Collin County, Texas, being a part of that called 539.914 acre tract of land described in deed to The Parks at Wilson Creek as recorded in Document Number 20130830001229380, Official Public Records of Collin County, Texas, being a part of that called 58.989 acre tract of land described in dee to PH Land Holdings, LLC as recorded in Document Number 202400138111, Official Public Records of Collin County, Texas and being a part of a tract of land described in a Street Right-of-Way Deed to the City of Celina, Texas as recorded in Document Number 20220301000328180, Official Public Records of Collin County, Texas and being further described as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "KHA" found in the west right-of-way line of Roseland Parkway, a variable width right-of-way dedicated by Parks at Wilson Creek, Phase 1 plat, an addition to the City of Celina, Texas as recorded in Document Number 2023-92, Official Public Records of Collin County Texas, said point being in the common westerly line of said Street Right-of-Way Deed, said point also being in the south line of said 160.524 acre tract, the beginning of a non-tangent curve to the left with a radius of 51.50 feet, a central angle of 19°12'59", and a chord bearing and distance of North 06°27'28" East, 17.19 feet;

**THENCE** along the west line of said Street Right-of-Way Deed as follows:

Along said non-tangent curve to the left, 17.27 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 03°09'02" West, 64.56 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 32°21'31" East, 5.26 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the right with a radius of 455.50 feet, a central angle of 23°36'05", and a chord bearing and distance of North 07°44'12" East, 186.31 feet;

Along said non-tangent curve to the right, 187.63 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner in the east line of a called 30.778 acre tract of land described in deed to City of Celina as recorded in Document Number 20150918001191130, Official Public Records of Collin County, Texas;

North 19°32'14" East, 718.58 feet along the east line of said 30.778 acre tract to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

**THENCE** over and across said 160.524 acre tract as follows:

South 70°27'46" East, 75.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 19°32'14" West, 13.50 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 25°27'33" East, 21.21 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 70°27'21" East, 223.03 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 480.00 feet, a central angle of 33°33'39", and a chord bearing and distance of South 53°40'32" East, 277.16 feet;

Along said tangent curve to the right, 281.16 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 63°44'00" East, 43.62 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the right with a radius of 50.00 feet, a central angle of 96°05'30", and a chord bearing and distance of North 24°41'36" East, 74.37 feet;

Along said non-tangent curve to the right, 83.86 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a compound curve to the right with a radius of 275.00 feet, a central angle of 10°24'29", and a chord bearing and distance of North 77°56'35" East, 49.89 feet;

Along said compound curve to the right, 49.95 feet to a point for corner;

North 41°45'36" East, 14.80 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 00°45'11" West, 120.65 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 89°14'49" East, 720.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 81°48'38" East, 163.48 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 85°03'23" East, 72.70 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°45'11" East, 367.17 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 14°48'17" West, 160.83 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 01°06'39" East, 156.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 88°53'21" East, 120.34 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 01°06'39" East, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 88°53'21" West, 120.34 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;
South 01°06'39" East, 10.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 88°53'21" East, 56.52 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 2,050.00 feet, a central angle of 07°28'12", and a chord bearing and distance of South 87°22'34" East, 267.08 feet;

Along said tangent curve to the right, 267.27 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 06°21'32" West, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the left with a radius of 2,000.00 feet, a central angle of 07°28'12", and a chord bearing and distance of North 87°22'34" West, 260.56 feet;

Along said non-tangent curve to the left, 260.75 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 88°53'21" West, 344.23 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 2,000.00 feet, a central angle of 15°03'36", and a chord bearing and distance of South 81°21'33" West, 524.18 feet;

**THENCE** along said tangent curve to the left, 525.69 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

**THENCE** South 73°49'45" West, 122.76 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 1,200.00 feet, a central angle of 06°39'51", and a chord bearing and distance of South 77°09'40" West, 139.49 feet;

**THENCE** along said tangent curve to the right, 139.57 feet to a point for corner;

**THENCE** South 09°30'25" East, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the right with a radius of 1,250.00 feet, a central angle of 11°04'24", and a chord bearing and distance of South 86°01'47" West, 241.21 feet;

**THENCE** along said non-tangent curve to the right, 241.58 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

**THENCE** North 88°29'36" West, 65.89 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 1,450.00 feet, a central angle of 03°07'41", and a chord bearing and distance of South 89°56'33" West, 79.15 feet;

**THENCE** along said tangent curve to the left, 79.16 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a compound curve to the left with a radius of 1,450.00 feet, a central angle of 04°45'00", and a chord bearing and distance of South 86°00'13" West, 120.17 feet;

**THENCE** along said compound curve to the left, 120.21 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a compound curve to the left with a radius of 411.50 feet, a central angle of 14°35'36", and a chord bearing and distance of South 76°19'55" West, 104.53 feet;

**THENCE** along said compound curve to the left, 104.81 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

**THENCE** along the east line of said Parks at Wilson Creek, Phase 1 addition as follows:
North 05°37'50" West, 104.28 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the right with a radius of 51.50 feet, a central angle of 23°10'06", and a chord bearing and distance of North 68°21'27" West, 20.68 feet;

Along said non-tangent curve to the right, 20.82 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 56°46'24" West, 10.94 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a non-tangent curve to the right with a radius of 21.50 feet, a central angle of 33°22'24", and a chord bearing and distance of North 37°23'47" West, 12.35 feet;

Along said non-tangent curve to the right, 12.52 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner, the beginning of a compound curve to the right with a radius of 491.50 feet, a central angle of 05°42'23", and a chord bearing and distance of North 17°51'23" West, 48.93 feet;

Along said compound curve to the right, 48.95 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

North 89°34'21" West, 105.94 feet to the POINT OF BEGINNING and containing 1,574,699 square feet or 36.150 acres of land.

**Tract 2 – 85.64 Acres**

**BEING** a tract of land situated in the Charles P. Rice Survey, Abstract No. 771, the Levin Routh Survey, Abstract No. 779, the J.B. Wilmeth Survey, Abstract No. 983, City of Celina, Collin County, Texas and being a part of that called 539.914 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document No. 20130830001229380, Official Public Records of Collin County, Texas and being a part of a tract of land described in a Street Right-of-Way Deed to the City of Celina, Texas as recorded in Document Number 20220301000328180, Official Public Records of Collin County, Texas and being further described as follows:

**BEGINNING** at a 1/2 inch iron rod found in the west line of said 539.914 acre tract, said point also being in the east line of a called 111.844 acre tract of land described in deed to VPTM Cross Creek LB, LLC as recorded in Document Number 20210916001894820, Official Public Records of Collin County, Texas;

**THENCE** along the west line of said 539.914 acre tract and along the east line of said 111.844 acre tract as follows:

North 54°15'25" East, 296.95 feet to a 1/2 inch iron rod with cap stamped "PEISER & MANKIN" found for corner;

North 00°25'25" East, 91.30 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

**THENCE** North 89°36'07" East, 166.57 feet to a 1/2 inch iron rod with cap stamped “PEISER & MANKIN” found for corner;

**THENCE** North 07°29'59" East, 1,437.76 feet along the west line of said 539.914 acre tract to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

**THENCE** over and across said 539.914 acre tract as follows:

South 82°30'01" East, 115.77 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 00°49'55" West, 176.30 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 175.00 feet, a central angle of 40°12'03", and a chord bearing and distance of North 19°16'06" East, 120.28 feet;

Along said tangent curve to the right, 122.79 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 39°22'07" East, 2.76 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 50°37'53" East, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 39°22'07" West, 2.76 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 125.00 feet, a central angle of 40°12'03", and a chord bearing and distance of South 19°16'06" West, 85.92 feet;

Along said tangent curve to the left, 87.70 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°49'55" East, 176.30 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the right with a radius of 341.00 feet, a central angle of 26°10'15", and a chord bearing and distance of South 12°15'12" West, 154.41 feet;

Along said non-tangent curve to the right, 155.76 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 25°20'20" West, 110.43 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 275.00 feet, a central angle of 14°53'11", and a chord bearing and distance of South 17°53'45" West, 71.25 feet;

Along said tangent curve to the left, 71.45 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 10°27'09" West, 250.08 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 125.00 feet, a central angle of 36°03'43", and a chord bearing and distance of South 07°34'42" East, 77.38 feet;

Along said tangent curve to the left, 78.68 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 81°10'19" East, 745.59 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 19°32'14" West, 670.07 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 70°30'03" East, 215.39 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 88°00'05" East, 58.51 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 89°58'48" East, 486.50 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 75°26'38" East, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the left with a radius of 225.00 feet, a central angle of 05°25'35", and a chord bearing and distance of South 17°16'09" East, 21.30 feet;

Along said non-tangent curve to the left, 21.31 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a reverse curve to the right with a radius of 275.00 feet, a central angle of 19°57'44", and a chord bearing and distance of South 10°00'04" East, 95.33 feet;

Along said reverse curve to the right, 95.81 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°01'12" East, 338.42 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 400.00 feet, a central angle of 58°30'56", and a chord bearing and distance of South 29°14'16" West, 390.99 feet;

Along said tangent curve to the right, 408.52 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 16°17'20" West, 14.65 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 26°37'56" East, 111.07 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 274.00 feet, a central angle of 16°41'59", and a chord bearing and distance of South 18°16'57" East, 79.58 feet;

Along said tangent curve to the right, 79.86 feet to a 5/8 inch iron rod with cap stamped “KHA” set at the northwest corner of Lot 2X, Block M, Parks at Wilson Creek, Phase 1, an addition to the City of Celina as recorded in Document Number 2023-92, Official Public Records of Collin County, Texas;

**THENCE** along the common line of said Parks at Wilson creek, Phase 1, as follows:

North 89°55'27" East, 24.45 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°01'00" East, 130.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 89°59'00" West, 10.36 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 45°01'00" West, 14.14 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 00°01'00" West, 9.50 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 89°59'00" West, 50.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 00°01'00" West, 63.29 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 224.00 feet, a central angle of 26°36'57", and a chord bearing and distance of North 13°19'28" West, 103.12 feet;

Along said tangent curve to the left, 104.06 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 26°37'56" West, 111.19 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

North 69°24'36" West, 14.68 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the right with a radius of 400.00 feet, a central angle of 21°27'24", and a chord bearing and distance of South 79°15'18" West, 148.92 feet;

Along said non-tangent curve to the right, 149.79 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 89°59'00" West, 151.89 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 44°59'00" West, 14.14 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°01'00" East, 230.50 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the right with a radius of 59.50 feet, a central angle of 53°20'47", and a chord bearing and distance of South 26°39'24" West, 53.42 feet;

Along said tangent curve to the right, 55.40 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°01'00" East, 288.25 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a non-tangent curve to the right with a radius of 59.50 feet, a central angle of 33°42'08", and a chord bearing and distance of South 16°52'04" East, 34.50 feet;

Along said non-tangent curve to the right, 35.00 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner;

South 00°01'00" East, 13.94 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner, the beginning of a tangent curve to the left with a radius of 175.00 feet, a central angle of 64°11'54", and a chord bearing and distance of South 32°06'57" East, 185.99 feet;

Along said tangent curve to the left, 196.08 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner in the west line of said Parks at Wilson, Phase 1;

South 25°47'06" West, 39.50 feet to a 5/8 inch iron rod with cap stamped “KHA” found for corner;

South 00°45'05" East, 15.70 feet to a 5/8 inch iron rod with cap stamped “KHA” found for corner;

South 19°17'00" West, 125.68 feet to a 5/8 inch iron rod with cap stamped “KHA” found for corner in the north line of said Lot 1X, Block K, Parks at Wilson Creek, Phase 1;

South 00°01'00" West, 72.04 feet to a 5/8 inch iron rod with cap stamped “KHA” set for corner in the south line of said 539.914 acre tract, said point being the southwest corner of Lot 1X, Block K of said Parks at Wilson Creek, Phase1, said point also being in the north line of a called 18.68 acre tract of land described in deed to Rayburn County Electric Cooperative, Inc., as recorded in Document Number 2023000025594, Official Public Records of Collin County, Texas;

**THENCE** North 89°50'42" West, 1,402.50 feet along the south line of said 539.914 acre tract and the north line of said 18.68 acre tract to a 5/8 inch iron rod with cap stamped “KHA” set at the southwest corner of said 539.914 acre tract;

**THENCE** North 00°37'42" West, 1,643.31 feet along the west line of said 539.914 acre tract to the **POINT OF BEGINNING** and containing 3,730,477 square feet or 85.640 acres of land.

**Tract 3 – 11.555 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 539.914 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document Number 20130830001229380, Official Public Records of Collin County, Texas and being a part of that called 646.967 acre tract of land described in Resolution No. 2021-58R as recorded in Document Number 20210817001660740, Official Public Records of Collin County, Texas and being further described as follows:

**BEGINNING** at a point for corner in the east line of Lot 1X, Block Z, Parks at Wilson Creek, Phase 1, an addition to the City of Celina, Texas as recorded in Document Number 2023-92, Official Public Records of Collin County, Texas, said point also being in the south right-of-way line of a 24 foot alley right-of-way dedicated by said Parks at Wilson Creek, Phase 1 plat;

**THENCE** along the south line of said Parks at Wilson Creek, Phase 1 as follows:

North 89°35'50" East, 247.01 feet to a point for corner;

South 18°50'16" East, 15.81 feet to a point for corner;

South 00°24'10" East, 61.05 feet to a point for corner, the beginning of a tangent curve to the right with a radius of 224.50 feet, a central angle of 18°38'15", and a chord bearing and distance of South 08°54'57" West, 72.70 feet;

Along said tangent curve to the right, 73.03 feet to a point for corner;

South 71°45'55" East, 51.00 feet to a point for corner;

North 58°53'18" East, 14.93 feet to a point for corner;

South 79°25'06" East, 4.02 feet to a point for corner, the beginning of a non-tangent curve to the left with a radius of 275.50 feet, a central angle of 10°59'04", and a chord bearing and distance of South 84°54'38" East, 52.74 feet;

Along said non-tangent curve to the left, 52.82 feet to a point for corner;

North 89°35'50" East, 750.85 feet to a point in the south right-of-way line of Biltmore Drive, a 50 foot right-of-way;

**THENCE** North 00°24'10" West, 683.47 feet to a point for corner;

**THENCE** North 89°35'50" East, 3.00 feet to a point for corner in the east line of said 539.914 acre tract;

**THENCE** South 00°24'10" East, 841.27 feet to a point for corner, the beginning of a non-tangent curve to the left with a radius of 40.00 feet, a central angle of 22°19'54", and a chord bearing and distance of South 10°45'47" West, 15.49 feet;

**THENCE** along said non-tangent curve to the left, 15.59 feet to a point for corner;

**THENCE** South 00°24'13" East, 250.43 feet to a point for corner 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 01°42'41", and a chord bearing and distance of North 85°38'51" West, 428.21 feet;

**THENCE** along said non-tangent curve to the right, 428.22 feet to a point for corner, the beginning of a non-tangent curve to the left with a radius of 14,835.50 feet, a central angle of 03°32'02", and a chord bearing and distance of North 86°46'22" West, 914.89 feet;

**THENCE** along said non-tangent curve to the left, 915.04 feet to a point for corner;

**THENCE** North 01°27'33" East, 89.92 feet to a point for corner, the beginning of a tangent curve to the right with a radius of 50.00 feet, a central angle of 167°34'35", and a chord bearing and distance of North 85°14'50" East, 99.41 feet;

**THENCE** along said tangent curve to the right, 146.24 feet to a point for corner;

**THENCE** South 88°08'58" East, 6.37 feet to a point for corner;

**THENCE** North 02°29'48" East, 120.81 feet to a point for corner;

**THENCE** South 87°30'12" East, 115.00 feet to a point for corner;

**THENCE** North 02°19'10" East, 124.12 feet to a point for corner;

**THENCE** North 06°10'42" West, 41.52 feet to a point for corner;

**THENCE** North 00°24'10" West, 115.00 feet to the **POINT OF BEGINNING** and containing 503,341 square feet or 11.555 acres of land.

**Tract 4 – 0.559 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 539.914 acre tract of land described in deed to The Parks at Wilson Creek, LP as recorded in Document No. 20130830001229380, Official Public Records of Collin County, Texas and being further described as follows:

**BEGINNING** at a 5/8 inch iron rod with cap stamped "KHA" found at the south corner of Lot 8, Block I, Parks at Wilson Creek, Phase 1, an addition to the City of Celina as recorded in Document Number 2023-92, Plat Records of Collin County, Texas, said point also being in the north right-of-way line of Liberty Court, a 50 foot right-of-way;

**THENCE** South 60°41'20" West, 46.16 feet to a 5/8 inch iron rod with cap stamped "KHA" found for corner;

**THENCE** South 29°18'40" East, 50.00 feet to a 5/8 inch iron rod with cap stamped "KHA" found for corner;

**THENCE** South 60°41'20" West, 101.84 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

**THENCE** North 29°18'40" West, 180.00 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner in the south line of Lot 21, Block I of said Parks at Wilson Creek, Phase 1;

**THENCE** North 60°41'20" East, 148.00 feet to a 5/8 inch iron rod with cap stamped "KHA" found at the west corner of said Lot 8, Block I;

**THENCE** South 29°18'40" East, 130.00 feet along the west line of said Lot 8, Block I to the **POINT OF BEGINNING** and containing 24,332 square feet or 0.559 acres of land.

# APPENDIX D
# DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

## LEGEND

- DIRECT - 29' B-B
- DIRECT - 25' B-B w/ PARALLEL PARKING
- DIRECT - ALLEY
- EX PHASE 1

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
DIRECT IMPROVEMENTS - PAVING

January 2025
Celina, Texas

DWG NAME K:\FRI_CIVIL\06323\4200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\PAVING-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 9:47 AM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND

PHASE 2

EX PHASE 1

NOTE: ALL SEWER LINES ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
DIRECT IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK

AT WILSON CREEK

Cambridge

Kimley»Horn

January 2025
Celina, Texas

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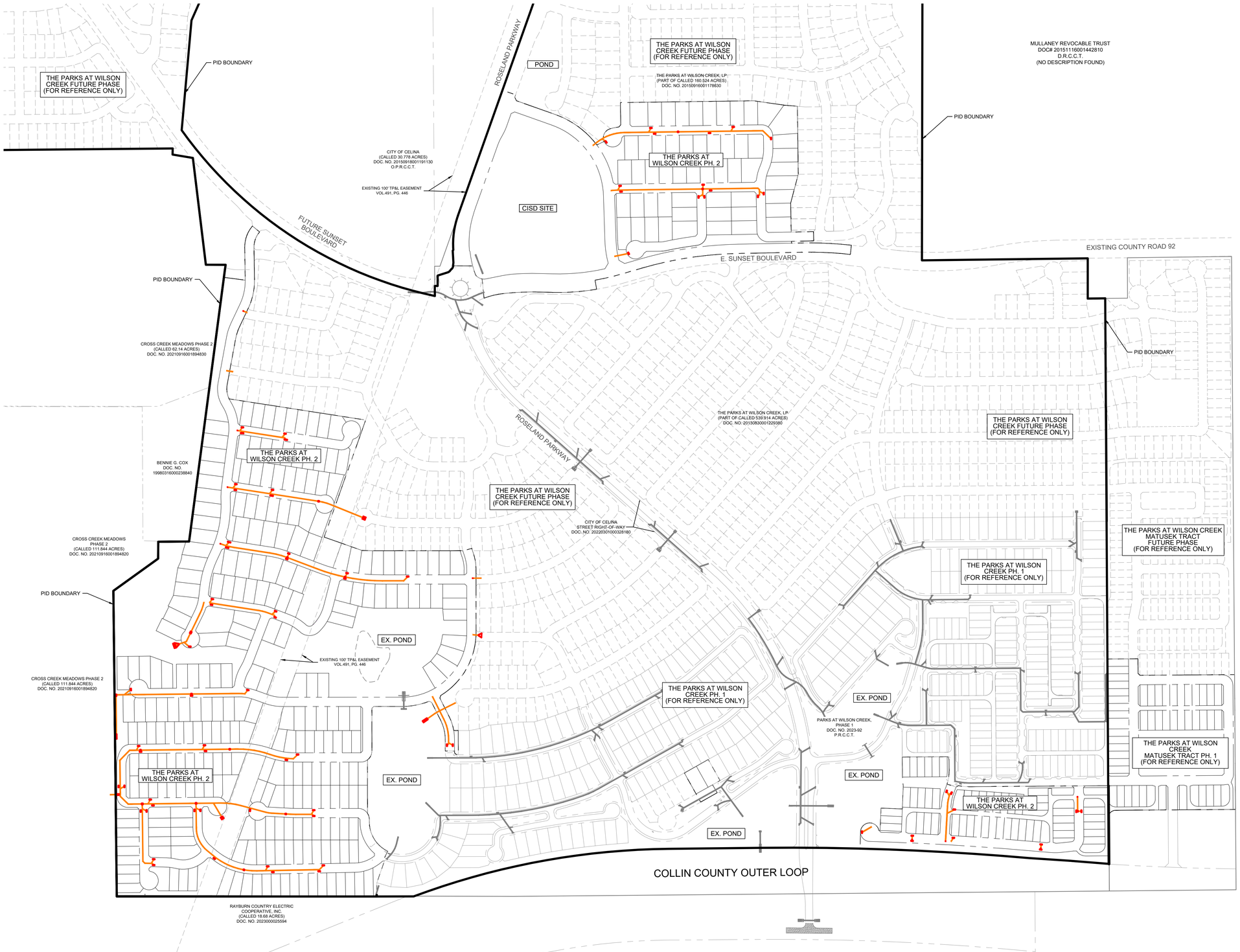


GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

## LEGEND

- PHASE 2
- EX PHASE 1

# THE PARKS AT WILSON CREEK PUBLIC IMPROVEMENT DISTRICT PHASE 2 EXHIBIT DIRECT IMPROVEMENTS - STORM

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

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GRAPHIC SCALE IN FEET
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1"=250' @ 24x36

LEGEND

PHASE 2

EX PHASE 1

NOTE: ALL WATER LINES ARE 8" DIAMETER. (UNLESS OTHERWISE NOTED).

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
DIRECT IMPROVEMENTS - WATER

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\WATER-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 10:06 AM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND
PHASE 2
EX PHASE 1

NOTE: ALL SEWER LINES ARE 8" DIAMETER
(UNLESS NOTED OTHERWISE)

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
MAJOR IMPROVEMENTS - SANITARY SEWER

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)
PID BOUNDARY
ROSELAND PARKWAY
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
MULLANEY REVOCABLE TRUST DOC# 20151116001442810 D.R.C.C.T. (NO DESCRIPTION FOUND)
PID BOUNDARY
CITY OF CELINA (CALLED 30.778 ACRES) DOC. NO. 20150918001191130 O.P.R.C.C.T.
12" SS
EXISTING 100' TP&L EASEMENT VOL.491, PG. 446
12" SS
THE PARKS AT WILSON CREEK PH. 2
CISD SITE
FUTURE SUNSET BOULEVARD
12" SS
PROP 24" PVC
EX 12" PVC
E. SUNSET BOULEVARD
EXISTING COUNTY ROAD 92
PID BOUNDARY
EX 24" PVC
CROSS CREEK MEADOWS PHASE 2 (CALLED 62.14 ACRES) DOC. NO. 20210916001894830
PID BOUNDARY
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
ROSELAND PARKWAY
THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)
CITY OF CELINA STREET RIGHT-OF-WAY DOC. NO. 20220301000328180
THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE (FOR REFERENCE ONLY)
CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820
EX 24" PVC
THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)
PID BOUNDARY
EXISTING 100' TP&L EASEMENT VOL.491, PG. 446
CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820
EX 24" PVC
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.
THE PARKS AT WILSON CREEK MATUSEK TRACT PH. 1 (FOR REFERENCE ONLY)
EX 27" PVC
THE PARKS AT WILSON CREEK PH. 2
THE PARKS AT WILSON CREEK PH. 2
EX 27"PVC
EX 10" PVC
CUSTER RANCH, LP (CALLED 79.963 ACRES) DOC. NO. 20040914001358080
COLLIN COUNTY OUTER LOOP
EX 21" SS
RAYBURN COUNTRY ELECTRIC COOPERATIVE, INC. (CALLED 18.68 ACRES) DOC. NO. 20230000025594

DWG NAME K:\FRI_C\VIL\069234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\SS-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 9:38 AM

THE PARKS AT WILSON CREEK
Cambridge
Kimley»Horn

January 2025
Celina, Texas

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

## LEGEND

- MAJOR - STORM SEWER
- MAJOR SUNSET BLVD - STORM SEWER
- MAJOR ROSELAND PARKWAY - STORM SEWER
- EX PHASE 1
- PROPOSED POND

PID BOUNDARY

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

EXISTING 100' TP&L EASEMENT VOL.491, PG. 446

ROSELAND PARKWAY

POND

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.

THE PARKS AT WILSON CREEK PH. 2

CISD SITE

FUTURE SUNSET BOULEVARD

E. SUNSET BOULEVARD

EXISTING COUNTY ROAD 92

CROSS CREEK MEADOWS PHASE 2 (CALLED 62.14 ACRES) DOC. NO. 20210916001894830

BENNIE G. COX DOC. NO. 19980316000238840

EXISTING 100' TP&L EASEMENT VOL.491, PG. 446

THE PARKS AT WILSON CREEK, LP (PART OF CALLED 539.814 ACRES) DOC. NO. 20130830001229380

CROSS CREEK MEADOWS PHASE 2 (CALLED 111.844 ACRES) DOC. NO. 20210916001894820

THE PARKS AT WILSON CREEK FUTURE PHASE (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK MATUSEK TRACT FUTURE PHASE (FOR REFERENCE ONLY)

ROSELAND PARKWAY

CITY OF CELINA STREET RIGHT-OF-WAY DOC. NO. 20220301000328180

EX. POND

PARKS AT WILSON CREEK, PHASE 1 DOC. NO. 2023-92 P.R.C.C.T.

THE PARKS AT WILSON CREEK PH. 1 (FOR REFERENCE ONLY)

THE PARKS AT WILSON CREEK PH. 2

THE PARKS AT WILSON CREEK MATUSEK TRACT PH. 1 (FOR REFERENCE ONLY)

POND

CUSTER RANCH, LP (CALLED 79.963 ACRES) DOC. NO. 20040914001358080

COLLIN COUNTY OUTER LOOP

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\STORM-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 10:02 AM

# THE PARKS AT WILSON CREEK
# PUBLIC IMPROVEMENT DISTRICT
# PHASE 2 EXHIBIT
# MAJOR IMPROVEMENTS - STORM

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

Cambridge
Kimley»Horn

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

LEGEND

- PHASE 2
- MUSTANG SUD WL RELOCATION
- EX PHASE 1

NOTE: ALL WATER LINES ARE 8" DIAMETER. (UNLESS OTHERWISE NOTED).

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
MAJOR IMPROVEMENTS - WATER

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\WATER-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 9:39 AM

GRAPHIC SCALE IN FEET
0 150 250 500
1"=250' @ 24x36

## LEGEND

- MAJOR - 29' B-B
- MAJOR - 25' B-B
- MAJOR - 37' B-B
- MAJOR - 49' B-B
- EX PHASE 1

THE PARKS AT WILSON CREEK
PUBLIC IMPROVEMENT DISTRICT
PHASE 2 EXHIBIT
MAJOR IMPROVEMENTS - PAVING

THE PARKS AT WILSON CREEK

January 2025
Celina, Texas

DWG NAME K:\FRI_CIVIL\063234200-PARKS AT WILSON CREEK\CAD_PHASE 2\EXHIBITS\PID EXHIBITS\PAVING-OVERALL-PH2.DWG
LAST SAVED 1/15/2025 10:02 AM

# 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 Public Improvement District*** (the "District") created under Subchapter A, Chapter 372, Local Government Code.

AN ASSESSMENT HAS BEEN LEVIED AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS, WHICH MAY BE PAID IN FULL AT ANY TIME. IF THE ASSESSMENT IS NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS THAT WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, COLLECTION COSTS, ADMINISTRATIVE COSTS, AND DELINQUENCY COSTS.

The exact amount of the assessment may be obtained from the City. The exact amount of each annual installment will be approved each year by the City Council in the annual service plan update for the district. More information about the assessments, including the amounts and due dates, may be obtained from the City.

Your failure to pay any assessment or any annual installment may result in penalties and interest being added to what you owe or in a lien on and the foreclosure of your property.

[1] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF PURCHASER SIGNATURE OF PURCHASER

The undersigned seller acknowledges providing this notice to the potential purchaser before the effective date of a binding contract for the purchase of the real property at the address described above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER][2]

[2] To be included in copy of the notice required by Section 5.014, Tex. Prop. Code, to be executed by seller in accordance with Section 5.014(a-1), Tex. Prop. Code.

[The undersigned purchaser acknowledges receipt of this notice before the effective date of a binding contract for the purchase of the real property at the address described above. The undersigned purchaser acknowledged the receipt of this notice including the current information required by Section 5.0143, Texas Property Code, as amended.

DATE: DATE:

SIGNATURE OF PURCHASER

SIGNATURE OF PURCHASER

STATE OF TEXAS §
§
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me by_____ and _____, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this _____, 20__.

Notary Public, State of Texas][3]

[3] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

The undersigned seller acknowledges providing a separate copy of the notice required by Section 5.014 of the Texas Property Code including the current information required by Section 5.0143, Texas Property Code, as amended, at the closing of the purchase of the real property at the address above.

DATE: DATE:

SIGNATURE OF SELLER SIGNATURE OF SELLER

STATE OF TEXAS §
§
COUNTY OF Collin §

The foregoing instrument was acknowledged before me by _____and _____ , known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument and acknowledged to me that he or she executed the same for the purposes therein expressed.

Given under my hand and seal of office on this_____ , 20__.

Notary Public, State of Texas][4]

[4] To be included in separate copy of the notice required by Section 5.0143, Tex. Prop. Code, to be executed at the closing of the purchase and sale and to be recorded in the deed records of Collin County.

# APPENDIX F
# ASSESSMENT PER UNIT, PROJECTED LEVERAGE AND PROJECTED TAX RATE EQUIVALENTS

## Appendix F

For purposes of calculating and allocating the Assessments, the Assessed Property has been classified in one of three Lot Types.

**"Lot Type 1"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 74 feet, as provided by Zoning Ordinance.

**"Lot Type 2"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 60 feet, as provided by Zoning Ordinance.

**"Lot Type 3"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 50 feet, as provided by Zoning Ordinance.

**"Lot Type 4"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 40 feet, as provided by Zoning Ordinance.

**"Lot Type 5"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 65 feet, as provided by Zoning Ordinance.

**"Lot Type 6"** means lots identified as such on the Assessment Roll, being lots typically with a Lot width of approximately 55 feet, as provided by Zoning Ordinance.

### A) Proposed Development

Table F-1 shows the original proposed residential units to be developed within the PID.

**Table F-1**
**Proposed Development within the PID - Original**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | 271 | Units |
| 60 Ft Lots | 698 | Units |
| 50 Ft Lots | 1,012 | Units |
| 40 Ft Lots | 183 | Units |
| **Total** | **2,164** | **Units** |

Table F-2 shows the revised proposed residential units to be developed within the PID.

*(remainder of this page is intentionally left blank*

**Table F-2**
**Proposed Development within the PID – Revised 2025**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | 273 | Units |
| 65 Ft Lots | 71 | Units |
| 60 Ft Lots | 643 | Units |
| 55 Ft Lots | 99 | Units |
| 50 Ft Lots | 867 | Units |
| 40 Ft Lots | 183 | Units |
| **Total** | **2,136** | **Units** |

Table F-3 shows the proposed residential units within Phase #1.

**Table F-3**
**Proposed Development - Phase #1**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | - | Units |
| 60 Ft Lots | 100 | Units |
| 50 Ft Lots | 132 | Units |
| 40 Ft Lots | 126 | Units |
| **Total** | **358** | **Units** |

Table F-4 shows the original proposed residential Lot Types within the Major Improvement Area.

**Table F-4**
**Proposed Development - Major Improvement Area - Original**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | 271 | Units |
| 60 Ft Lots | 598 | Units |
| 50 Ft Lots | 880 | Units |
| 40 Ft Lots | 57 | Units |
| **Total** | **1,806** | **Units** |

Table F-5 shows the revised proposed residential Lot Types within the Major Improvement Area.

*(remainder of this page is intentionally left blank*

**Table F-5**
**Proposed Development- Major Improvement Area – Revised 2025**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | 273 | Units |
| 65 Ft Lots | 71 | Units |
| 60 Ft Lots | 543 | Units |
| 55 Ft Lots | 99 | Units |
| 50 Ft Lots | 735 | Units |
| 40 Ft Lots | 57 | Units |
| **Total** | **1,778** | **Units** |

Table F-6 shows the revised proposed residential Lot Types within Phase #2.

**Table F-6**
**Proposed Development- Phase #2**

| Description | Proposed Development | |
|---|---|---|
| 74 Ft Lots | 84 | Units |
| 60 Ft Lots | 114 | Units |
| 50 Ft Lots | 132 | Units |
| 40 Ft Lots | 57 | Units |
| **Total** | **387** | **Units** |

## B) Calculation of Equivalent Units

As explained under Section IV.D, for purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Major Improvement Area Projects to be financed with the Initial Major Improvement Area Bonds shall be allocated to the Major Improvement Area Assessed Property by spreading the entire Assessment across the Parcels based on the estimated Equivalent Units.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to the Major Improvement Area Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 60 Ft, 50 Ft, etc.); (ii) current and projected home prices; (iii) the costs of the Authorized Improvements, and (iv) the ability of different property types to utilize and benefit from the Authorized Improvements.

Having taken into consideration the matters described above, the City Council has determined that allocating the Assessments among Parcels based on average home value is best accomplished by creating classifications of benefited Parcels based on the "Lot Types" defined above. These classifications (from Lot Type 1 (74 Ft Lots) representing the highest value to Lot Type 4 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-7.

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 (74 Ft Lots) to 1.0.

Table F-7 shows the original proposed Equivalent Unit factors for the PID.

**Table F-7**
**Equivalent Unit Factors – Original**

| Lot Type | Estimated Average Unit Value | Equivalent Unit Factor | |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | $625,000 | 1.00 | per dwelling unit |
| Lot Type 2 (60 Ft Lot) | $550,000 | 0.88 | per dwelling unit |
| Lot Type 3 (50 Ft Lot) | $475,000 | 0.76 | per dwelling unit |
| Lot Type 4 (40 Ft Lot) | $425,000 | 0.68 | per dwelling unit |

Table F-8 shows the revised proposed Equivalent Unit factors for the PID.

**Table F-8**
**Equivalent Unit Factors – Revised 2025**

| Lot Type | Estimated Average Unit Value | Equivalent Unit Factor | |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | $1,132,000 | 1.00 | per dwelling unit |
| Lot Type 2 (60 Ft Lot) | $918,000 | 0.81 | per dwelling unit |
| Lot Type 3 (50 Ft Lot) | $765,000 | 0.68 | per dwelling unit |
| Lot Type 4 (40 Ft Lot) | $612,000 | 0.54 | per dwelling unit |
| Lot Type 5 (65 Ft Lot) | $1,100,000 | 0.97 | per dwelling unit |
| Lot Type 6 (55 Ft Lot) | $775,000 | 0.68 | per dwelling unit |

The total estimated Equivalent Units for Phase #1 are shown in Table F-9 as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #1.

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**Table F-9**
**Estimated Equivalent Units - Phase #1**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | - | 1.00 | - |
| Lot Type 2 (60 Ft Lot) | 100 | 0.88 | 88.00 |
| Lot Type 3 (50 Ft Lot) | 132 | 0.76 | 100.32 |
| Lot Type 4 (40 Ft Lot) | 126 | 0.68 | 85.68 |
| **Total Equivalent Units** | **358** | | **274.00** |

The total estimated Equivalent Units for Phase #2 is shown in Table F-10 as calculated based on the Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

**Table F-10**
**Estimated Equivalent Units – Phase #2**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 84 | 1.00 | 84 |
| Lot Type 2 (60 Ft Lot) | 114 | 0.81 | 92.45 |
| Lot Type 3 (50 Ft Lot) | 132 | 0.68 | 89.20 |
| Lot Type 4 (40 Ft Lot) | 57 | 0.54 | 30.82 |
| **Total Equivalent Units** | **387** | | **296.47** |

The total original estimated Equivalent Units for the Major Improvement Area is shown in Table F-11 as calculated based on the Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

**Table F-11**
**Estimated Equivalent Units – Major Improvement Area - Original**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 271 | 1.00 | 271.00 |
| Lot Type 2 (60 Ft Lot) | 598 | 0.88 | 526.24 |
| Lot Type 3 (50 Ft Lot) | 880 | 0.76 | 668.80 |
| Lot Type 4 (40 Ft Lot) | 57 | 0.68 | 38.76 |
| **Total Equivalent Units** | **1,806** | | **1,504.80** |

The total revised estimated Equivalent Units for the Major Improvement Area is shown in Table F-12 as calculated based on the Equivalent Unit factors shown in Table F-8, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

**Table F-12**
**Estimated Equivalent Units – Major Improvement Area – Revised 2025**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 272 | 1.00 | 273.00 |
| Lot Type 2 (60 Ft Lot) | 71 | 0.81 | 57.58 |
| Lot Type 3 (50 Ft Lot) | 543 | 0.68 | 366.96 |
| Lot Type 4 (40 Ft Lot) | 99 | 0.54 | 53.52 |
| Lot Type 5 (65 Ft Lot) | 735 | 0.97 | 714.22 |
| Lot Type 6 (55 Ft Lot) | 57 | 0.68 | 39.02 |
| **Total Equivalent Units** | **1,777** | | **1,504.30** |

## 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 Bonds and obligations related to a portion of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within Phase #1, is $14,241,067. As shown in Table F-9, there are a total of 274.00 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $51,974.70.

The Assessment per dwelling unit or acre is calculated as the product of (i) $51,974.70 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $45,737.73 (i.e. $51,974.70 × 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $39,500.77 (i.e. $51,974.70× 0.76). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $35,342.79 (i.e. $51,974.70 × 0.68). Table F-13 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

**Table F-13**
**Assessment Per Unit - Phase #1**

| Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | - | $51,974.70 | 1.00 | $51,974.70 | per dwelling unit | - |
| Lot Type 2 (60 Ft Lot) | 100 | $51,974.70 | 0.88 | $45,737.73 | per dwelling unit | $4,573,773 |
| Lot Type 3 (50 Ft Lot) | 132 | $51,974.70 | 0.76 | $39,500.77 | per dwelling unit | $5,214,102 |
| Lot Type 4 (40 Ft Lot) | 126 | $51,974.70 | 0.68 | $35,342.79 | per dwelling unit | $4,453,192 |
| **Total** | **358** | | | | | **$14,241,067** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-14.

**Table F-14**
**Projected Leverage - Phase #1**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Assessment per Unit | Leverage (Lot Value) | Leverage (Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | - | - | - | - | - | - |
| 60 Ft Lots | 100 | $84,000 | $550,000 | $45,737.73 | 1.84 | 12.03 |
| 50 Ft Lots | 132 | $70,000 | $475,000 | $39,500.77 | 1.77 | 12.03 |
| 40 Ft Lots | 126 | $56,000 | $425,000 | $35,342.79 | 1.58 | 12.03 |

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-15.

**Table F-15**
**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) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | - | - | - | - | - | - |
| 60 Ft Lots | 100 | $84,000 | $550,000 | $3,115 | $3.7080 | $0.5663 |
| 50 Ft Lots | 132 | $70,000 | $475,000 | $2,690 | $3.8428 | $0.5663 |
| 40 Ft Lots | 126 | $56,000 | $425,000 | $2,407 | $4.2979 | $0.5663 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements, attached as Appendix I and the Phase #1 Assessment Roll - Additional Major Improvements, attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

## D) Allocation of Major Improvement Area Assessments to Lot Types in the Major Improvement Area

As shown in Section IV of this Service and Assessment Plan, the total amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $25,384,092. As shown in Table F-11, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $16,868.75.

The original Assessment per dwelling unit or acre is calculated as the product of (i) $16,868.75 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 $16,868.75 (i.e. $16,868.75 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $14,844.50 (i.e. $16,868.75× 0.88). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $12,820.25 (i.e. $16,868.75× 0.76).The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $11,470.75 (i.e. $16,868.75× 0.68). Table F-18 sets forth the original Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

**Table F-16**
**Assessment Per Unit –Major Improvement Area - Original**

| Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 271 | $16,868.75 | 1.00 | $16,868.75 | per dwelling unit | $4,571,431 |
| Lot Type 2 (60 Ft Lot) | 598 | $16,868.75 | 0.88 | $14,844.50 | per dwelling unit | $8,877,010 |
| Lot Type 3 (50 Ft Lot) | 880 | $16,868.75 | 0.76 | $12,820.25 | per dwelling unit | $11,281,819 |
| Lot Type 4 (40 Ft Lot) | 57 | $16,868.75 | 0.68 | $11,470.75 | per dwelling unit | $653,833 |
| **Total** | **1,806** | | | | | **$25,384,092** |

As shown in Section IV of this Service and Assessment Plan, the total revised amount of the Initial Major Improvement Area Bonds and obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement, which represents the total Assessment to be allocated on all Parcels within the Major Improvement Area is $24,692,092. As shown in Table F-10, there are a total of 1,504.80 estimated Equivalent Units in the Major Improvement Area, resulting in an Assessment per Equivalent Unit of $16,868.75.

The revised Assessment per dwelling unit or acre is calculated as the product of (i) $16,414.30 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 $16,414.30 (i.e. $16,414.30 × 1.00). The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $13,311.24 (i.e. $16,414.30 × 0.81). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $11,092.70 (i.e. $16,414.30 × 0.68). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $8,874.16 (i.e. $16,414.30 × 0.54). The Assessment for a Lot Type 5 (65 Ft Lot) dwelling unit is $15,950.29 (i.e. $16,414.30 × 0.97). The Assessment for a Lot Type 6 (55 Ft Lot) dwelling unit is $11,237.70 (i.e. $16,414.30 × 0.68).

Table F-17 sets forth the revised Assessment per dwelling unit for each Lot Type in the Major Improvement Area.

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**Table F-17**
**Assessment Per Unit – Major Improvement Area Revised 2025**

| Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 273 | $16,414.30 | 1.00 | $16,414.30 | per dwelling unit | $4,481,103 |
| Lot Type 2 (60 Ft Lot) | 71 | $16,414.30 | 0.81 | $13,311.24 | per dwelling unit | $945,098 |
| Lot Type 3 (50 Ft Lot) | 543 | $16,414.30 | 0.68 | $11,092.70 | per dwelling unit | $6,023,337 |
| Lot Type 4 (40 Ft Lot) | 99 | $16,414.30 | 0.54 | $8,874.16 | per dwelling unit | $878,542 |
| Lot Type 5 (65 Ft Lot) | 735 | $16,414.30 | 0.97 | $15,950.29 | per dwelling unit | $11,723,463 |
| Lot Type 6 (55 Ft Lot) | 57 | $16,414.30 | 0.68 | $11,237.70 | per dwelling unit | $640,549 |
| **Total** | **1,778** | | | | | **$24,692,092** |

The original projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-18.

**Table F-18**
**Projected Leverage - Major Improvement Area - Original**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Assessment per Unit | Leverage (Lot Value) | Leverage (Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 271 | $118,400 | $625,000 | $16,868.75 | 7.02 | 37.05 |
| 60 Ft Lots | 598 | $96,000 | $550,000 | $14,844.50 | 6.47 | 37.05 |
| 50 Ft Lots | 880 | $80,000 | $475,000 | $12,820.25 | 6.24 | 37.05 |
| 40 Ft Lots | 57 | $64,000 | $425,000 | $11,470.75 | 5.58 | 37.05 |

The revised projected leverage calculated based on the estimated land values, finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-19.

**Table F-19**
**Projected Leverage - Major Improvement Area – Revised 2025**

| 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) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 273 | $188,700 | $1,132,000 | $16,414.30 | 11.50 | 68.96 |
| 60 Ft Lots | 71 | $153,000 | $918,000 | $13,311.24 | 11.49 | 68.96 |
| 50 Ft Lots | 543 | $127,500 | $765,000 | $11,092.70 | 11.49 | 68.96 |
| 40 Ft Lots | 99 | $102,000 | $612,000 | $8,874.16 | 11.49 | 68.96 |
| 65 Ft Lots | 735 | $165,750 | $1,100,000 | $15,950.29 | 10.39 | 68.96 |
| 55 Ft Lots | 57 | $140,250 | $775,000 | $11,237.70 | 12.48 | 68.96 |

The original projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-20.

**Table F-20**
**Estimated Tax Rate Equivalent per unit - Major Improvement Area - Original**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Projected Average Annual Installment per unit | Tax Rate Equivalent (per $100 Lot Value) | Tax Rate Equivalent (per $100 Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 271 | $118,400 | $625,000 | $1,132 | $0.9565 | $0.1812 |
| 60 Ft Lots | 598 | $96,000 | $550,000 | $997 | $1.0381 | $0.1812 |
| 50 Ft Lots | 880 | $80,000 | $475,000 | $861 | $1.0758 | $0.1812 |
| 40 Ft Lots | 57 | $64,000 | $425,000 | $770 | $1.2032 | $0.1812 |

The revised projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit within the Major Improvement Area is shown in Table F-21.

**Table F-21**
**Estimated Tax Rate Equivalent per unit - Major Improvement Area – Revised 2025**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Projected Average Annual Installment per unit | Tax Rate Equivalent (per $100 Lot Value) | Tax Rate Equivalent (per $100 Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 272 | $188,700 | $1,132,000 | $1,133 | $0.6004 | $0.1001 |
| 60 Ft Lots | 71 | $153,000 | $918,000 | $919 | $0.6005 | $0.1001 |
| 50 Ft Lots | 543 | $127,500 | $765,000 | $766 | $0.6005 | $0.1001 |
| 40 Ft Lots | 99 | $102,000 | $612,000 | $612 | $0.6005 | $0.1001 |
| 65 Ft Lots | 735 | $165,750 | $1,100,000 | $1,101 | $0.6642 | $0.1001 |
| 55 Ft Lots | 57 | $140,250 | $775,000 | $776 | $0.5530 | $0.1001 |

The Assessment and Annual Installments for each Parcel or Lot located within the Major Improvement Area is shown on the Major Improvement Area Assessment Roll - Initial Major Improvements, attached as Appendix G, and the Major Improvement Area Assessment Roll - Additional Major Improvements, attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

## E) Allocation of Assessments to Lots within Phase #2

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 obligation under the Reimbursement Agreement for the Phase #2 Improvements, which represents the total Assessment to be allocated on all Parcels within Phase #2, is $$19,524,266. As shown in

Table F-10, there are a total of 296.47 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $62,157.15.

The Assessment per dwelling unit or acre is calculated as the product of (i) $65,855.80 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 2 (60 Ft Lot) dwelling unit is $53,406.03 (i.e. $65,855.80 × 0.81). The Assessment for a Lot Type 3 (50 Ft Lot) dwelling unit is $44,505.02 (i.e. $65,855.80 × 0.68). The Assessment for a Lot Type 4 (40 Ft Lot) dwelling unit is $35,604.02 (i.e. $65,855.80 × 0.54). Table F-22 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

**Table F-22**
**Assessment Per Unit - Phase #2**

| Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 84 | $65,855.80 | 1.00 | $65,855.80 | per dwelling unit | $5,531,887 |
| Lot Type 2 (60 Ft Lot) | 114 | $65,855.80 | 0.81 | $53,406.03 | per dwelling unit | $6,088,287 |
| Lot Type 3 (50 Ft Lot) | 132 | $65,855.80 | 0.68 | $44,505.02 | per dwelling unit | $5,874,663 |
| Lot Type 4 (40 Ft Lot) | 57 | $65,855.80 | 0.54 | $35,604.02 | per dwelling unit | $2,029,429 |
| **Total** | **387** | | | | | **$19,524,266** |

Table F-23 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2 including their allocable share of Major Improvement Area Assessments.

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## Table F-23
## Assessment Per Unit - Phase #2 and Allocable Share of Major Improvement Area

| Type | Planned No. of Units | Phase #2 Assessment per Equivalent Unit | Equivalent Unit Factor | Phase #2 Assessment (per dwelling unit) | Total Phase #2 Assessments | Outstanding Initial MI Assessment per unit | Outstanding Additional MI Assessments per unit | Total MI Assessments per unit | Combined Assessment per Unit | Combined Outstanding Assessment |
|---|---|---|---|---|---|---|---|---|---|---|
| Lot Type 1 (74 Ft Lot) | 84 | $65,855.80 | 1.00 | $65,855.80 | $5,531,887 | $8,220 | $8,194 | $16,414 | $82,270 | $6,910,688 |
| Lot Type 2 (60 Ft Lot) | 114 | $65,855.80 | 0.81 | $53,406.03 | $6,088,287 | $6,666 | $6,645 | $13,311 | $66,717 | $7,605,769 |
| Lot Type 3 (50 Ft Lot) | 132 | $65,855.80 | 0.68 | $44,505.02 | $5,874,663 | $5,555 | $5,537 | $11,093 | $55,598 | $7,338,899 |
| Lot Type 4 (40 Ft Lot) | 57 | $65,855.80 | 0.54 | $35,604.02 | $2,029,429 | $4,444 | $4,430 | $8,874 | $44,478 | $2,535,256 |
| **Total** | **387** | | | | **$19,524,266** | | | | | **$24,390,612** |

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The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-24.

**Table F-24**
**Projected Leverage - Phase #2**

| 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) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 84 | $188,700 | $1,132,000 | $65,855.80 | 2.87 | 17.19 |
| 60 Ft Lots | 114 | $153,000 | $918,000 | $53,406.03 | 2.86 | 17.19 |
| 50 Ft Lots | 132 | $127,500 | $765,000 | $44,505.02 | 2.86 | 17.19 |
| 40 Ft Lots | 57 | $102,000 | $612,000 | $35,604.02 | 2.86 | 17.19 |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown for Phase #2 and the Phase #2 allocable share of the Major Improvement Area Assessments in Table F-25.

**Table F-25**
**Projected Leverage - Phase #2 and Allocable Share of Major Improvement Area**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Assessment per Unit | Leverage (Lot Value) | Leverage (Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 84 | $188,700 | $1,132,000 | $82,270.10 | 2.29 | 13.76 |
| 60 Ft Lots | 114 | $153,000 | $918,000 | $66,717.27 | 2.29 | 13.76 |
| 50 Ft Lots | 132 | $127,500 | $765,000 | $55,597.72 | 2.29 | 13.76 |
| 40 Ft Lots | 57 | $102,000 | $612,000 | $44,478.18 | 2.29 | 13.76 |

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-26.

**Table F-26**
**Estimated Tax Rate Equivalent per unit - Phase #2**

| Description | Planned No. of Units | Estimated Finished Lot Value per unit | Projected Home Value per unit | Projected Average Annual Installment per unit | Tax Rate Equivalent (per $100 Lot Value) | Tax Rate Equivalent (per $100 Home Value) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 84 | $188,700 | $1,132,000 | $5,277 | $2.7967 | $0.4662 |
| 60 Ft Lots | 114 | $153,000 | $918,000 | $4,280 | $2.7972 | $0.4662 |
| 50 Ft Lots | 132 | $127,500 | $765,000 | $3,566 | $2.7972 | $0.4662 |
| 40 Ft Lots | 57 | $102,000 | $612,000 | $2,853 | $2.7972 | $0.4662 |

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown for Phase #2 and the Phase #2 allocable share of the Major Improvement Area Assessments in Table F-27.

**Table F-27**
**Estimated Tax Rate Equivalent per unit - Phase #2 and Allocable Share of 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) |
|---|---|---|---|---|---|---|
| 74 Ft Lots | 84 | $188,700 | $1,132,000 | $6,410 | $3.3971 | $0.5663 |
| 60 Ft Lots | 114 | $153,000 | $918,000 | $5,198 | $3.3977 | $0.5663 |
| 50 Ft Lots | 132 | $127,500 | $765,000 | $4,332 | $3.3977 | $0.5663 |
| 40 Ft Lots | 57 | $102,000 | $612,000 | $3,466 | $3.3977 | $0.5663 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll – Phase #2 Improvements, attached as Appendix K and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

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# APPENDIX G
# MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - INITIAL MAJOR IMPROVEMENTS

**Appendix G-1**

**Major Improvement Area Assessment Roll - Initial Major Improvements**

| | |
|---|---|
| **Parcel** | **All Parcels** |
| **Assessment** | **$12,604,000** |
| **Equivalent Units** | **1,504.30** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $397,795 | $0 | $0 | ($397,795) | $0 |
| 9/30/2023 | $0 | $542,448 | $30,600 | $63,020 | ($542,448) | $93,620 |
| 9/30/2024 | $238,000 | $542,448 | $31,212 | $63,020 | $0 | $874,680 |
| 9/30/2025 | $247,000 | $534,118 | $31,836 | $61,830 | $0 | $874,784 |
| 9/30/2026 | $256,000 | $525,473 | $32,473 | $60,595 | $0 | $874,540 |
| 9/30/2027 | $266,000 | $516,513 | $33,122 | $59,315 | $0 | $874,950 |
| 9/30/2028 | $277,000 | $505,873 | $33,785 | $57,985 | $0 | $874,642 |
| 9/30/2029 | $289,000 | $494,793 | $34,461 | $56,600 | $0 | $874,853 |
| 9/30/2030 | $301,000 | $483,233 | $35,150 | $55,155 | $0 | $874,537 |
| 9/30/2031 | $314,000 | $471,193 | $35,853 | $53,650 | $0 | $874,695 |
| 9/30/2032 | $328,000 | $458,633 | $36,570 | $52,080 | $0 | $875,282 |
| 9/30/2033 | $343,000 | $444,693 | $37,301 | $50,440 | $0 | $875,434 |
| 9/30/2034 | $358,000 | $430,115 | $38,047 | $48,725 | $0 | $874,887 |
| 9/30/2035 | $374,000 | $414,900 | $38,808 | $46,935 | $0 | $874,643 |
| 9/30/2036 | $391,000 | $399,005 | $39,584 | $45,065 | $0 | $874,654 |
| 9/30/2037 | $409,000 | $382,388 | $40,376 | $43,110 | $0 | $874,874 |
| 9/30/2038 | $428,000 | $365,005 | $41,184 | $41,065 | $0 | $875,254 |
| 9/30/2039 | $447,000 | $346,815 | $42,007 | $38,925 | $0 | $874,747 |
| 9/30/2040 | $468,000 | $327,818 | $42,847 | $36,690 | $0 | $875,355 |
| 9/30/2041 | $489,000 | $307,928 | $43,704 | $34,350 | $0 | $874,982 |
| 9/30/2042 | $511,000 | $287,145 | $44,578 | $31,905 | $0 | $874,628 |
| 9/30/2043 | $536,000 | $264,150 | $45,470 | $29,350 | $0 | $874,970 |
| 9/30/2044 | $562,000 | $240,030 | $46,379 | $26,670 | $0 | $875,079 |
| 9/30/2045 | $589,000 | $214,740 | $47,307 | $23,860 | $0 | $874,907 |
| 9/30/2046 | $617,000 | $188,235 | $48,253 | $20,915 | $0 | $874,403 |
| 9/30/2047 | $647,000 | $160,470 | $49,218 | $17,830 | $0 | $874,518 |
| 9/30/2048 | $679,000 | $131,355 | $50,203 | $14,595 | $0 | $875,153 |
| 9/30/2049 | $712,000 | $100,800 | $51,207 | $11,200 | $0 | $875,207 |
| 9/30/2050 | $746,000 | $68,760 | $52,231 | $7,640 | $0 | $874,631 |
| 9/30/2051 | $782,000 | $35,190 | $53,275 | $3,910 | $0 | $874,375 |
| **Total** | **$12,604,000** | **$10,582,055** | **$1,187,042** | **$1,156,430** | **($940,242)** | **$24,589,285** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.

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**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 1 (74 Ft)** |
|---|---|
| **Assessment** | **$8,384** |
| **Equivalent Unit** | **1.00** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $264 | $0 | $0 | ($264) | $0 |
| 9/30/2023 | $0 | $361 | $20 | $42 | ($361) | $62 |
| 9/30/2024 | $158 | $361 | $21 | $42 | $0 | $581 |
| 9/30/2025 | $164 | $355 | $21 | $41 | $0 | $582 |
| 9/30/2026 | $170 | $349 | $22 | $40 | $0 | $581 |
| 9/30/2027 | $177 | $343 | $22 | $39 | $0 | $582 |
| 9/30/2028 | $184 | $336 | $22 | $39 | $0 | $581 |
| 9/30/2029 | $192 | $329 | $23 | $38 | $0 | $582 |
| 9/30/2030 | $200 | $321 | $23 | $37 | $0 | $581 |
| 9/30/2031 | $209 | $313 | $24 | $36 | $0 | $581 |
| 9/30/2032 | $218 | $305 | $24 | $35 | $0 | $582 |
| 9/30/2033 | $228 | $296 | $25 | $34 | $0 | $582 |
| 9/30/2034 | $238 | $286 | $25 | $32 | $0 | $582 |
| 9/30/2035 | $249 | $276 | $26 | $31 | $0 | $581 |
| 9/30/2036 | $260 | $265 | $26 | $30 | $0 | $581 |
| 9/30/2037 | $272 | $254 | $27 | $29 | $0 | $582 |
| 9/30/2038 | $285 | $243 | $27 | $27 | $0 | $582 |
| 9/30/2039 | $297 | $231 | $28 | $26 | $0 | $581 |
| 9/30/2040 | $311 | $218 | $28 | $24 | $0 | $582 |
| 9/30/2041 | $325 | $205 | $29 | $23 | $0 | $582 |
| 9/30/2042 | $340 | $191 | $30 | $21 | $0 | $581 |
| 9/30/2043 | $356 | $176 | $30 | $20 | $0 | $582 |
| 9/30/2044 | $374 | $160 | $31 | $18 | $0 | $582 |
| 9/30/2045 | $392 | $143 | $31 | $16 | $0 | $582 |
| 9/30/2046 | $410 | $125 | $32 | $14 | $0 | $581 |
| 9/30/2047 | $430 | $107 | $33 | $12 | $0 | $581 |
| 9/30/2048 | $451 | $87 | $33 | $10 | $0 | $582 |
| 9/30/2049 | $473 | $67 | $34 | $7 | $0 | $582 |
| 9/30/2050 | $496 | $46 | $35 | $5 | $0 | $581 |
| 9/30/2051 | $520 | $23 | $35 | $3 | $0 | $581 |
| **Total** | **$8,379** | **$7,035** | **$789** | **$769** | **($625)** | **$16,346** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 2 (60 Ft)** |
|---|---|
| **Assessment** | **$6,799** |
| **Equivalent Unit** | **0.81** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $214 | $0 | $0 | ($214) | $0 |
| 9/30/2023 | $0 | $292 | $16 | $34 | ($292) | $50 |
| 9/30/2024 | $128 | $292 | $17 | $34 | $0 | $472 |
| 9/30/2025 | $133 | $288 | $17 | $33 | $0 | $472 |
| 9/30/2026 | $138 | $283 | $18 | $33 | $0 | $471 |
| 9/30/2027 | $143 | $278 | $18 | $32 | $0 | $472 |
| 9/30/2028 | $149 | $273 | $18 | $31 | $0 | $472 |
| 9/30/2029 | $156 | $267 | $19 | $31 | $0 | $472 |
| 9/30/2030 | $162 | $261 | $19 | $30 | $0 | $471 |
| 9/30/2031 | $169 | $254 | $19 | $29 | $0 | $472 |
| 9/30/2032 | $177 | $247 | $20 | $28 | $0 | $472 |
| 9/30/2033 | $185 | $240 | $20 | $27 | $0 | $472 |
| 9/30/2034 | $193 | $232 | $21 | $26 | $0 | $472 |
| 9/30/2035 | $202 | $224 | $21 | $25 | $0 | $472 |
| 9/30/2036 | $211 | $215 | $21 | $24 | $0 | $472 |
| 9/30/2037 | $220 | $206 | $22 | $23 | $0 | $472 |
| 9/30/2038 | $231 | $197 | $22 | $22 | $0 | $472 |
| 9/30/2039 | $241 | $187 | $23 | $21 | $0 | $472 |
| 9/30/2040 | $252 | $177 | $23 | $20 | $0 | $472 |
| 9/30/2041 | $264 | $166 | $24 | $19 | $0 | $472 |
| 9/30/2042 | $275 | $155 | $24 | $17 | $0 | $472 |
| 9/30/2043 | $289 | $142 | $25 | $16 | $0 | $472 |
| 9/30/2044 | $303 | $129 | $25 | $14 | $0 | $472 |
| 9/30/2045 | $318 | $116 | $26 | $13 | $0 | $472 |
| 9/30/2046 | $333 | $101 | $26 | $11 | $0 | $471 |
| 9/30/2047 | $349 | $87 | $27 | $10 | $0 | $471 |
| 9/30/2048 | $366 | $71 | $27 | $8 | $0 | $472 |
| 9/30/2049 | $384 | $54 | $28 | $6 | $0 | $472 |
| 9/30/2050 | $402 | $37 | $28 | $4 | $0 | $472 |
| 9/30/2051 | $422 | $19 | $29 | $2 | $0 | $471 |
| **Total** | **$6,795** | **$5,705** | **$640** | **$623** | **($507)** | **$13,256** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 3 (50 Ft)** |
|---|---|
| **Assessment** | **$5,666** |
| **Equivalent Unit** | **0.68** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Additional Interest Reserve** | **Capitalized Interest** | **Total Annual Installment** |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $179 | $0 | $0 | ($179) | $0 |
| 9/30/2023 | $0 | $244 | $14 | $28 | ($244) | $42 |
| 9/30/2024 | $107 | $244 | $14 | $28 | $0 | $393 |
| 9/30/2025 | $111 | $240 | $14 | $28 | $0 | $393 |
| 9/30/2026 | $115 | $236 | $15 | $27 | $0 | $393 |
| 9/30/2027 | $119 | $232 | $15 | $27 | $0 | $393 |
| 9/30/2028 | $124 | $227 | $15 | $26 | $0 | $393 |
| 9/30/2029 | $130 | $222 | $15 | $25 | $0 | $393 |
| 9/30/2030 | $135 | $217 | $16 | $25 | $0 | $393 |
| 9/30/2031 | $141 | $212 | $16 | $24 | $0 | $393 |
| 9/30/2032 | $147 | $206 | $16 | $23 | $0 | $393 |
| 9/30/2033 | $154 | $200 | $17 | $23 | $0 | $393 |
| 9/30/2034 | $161 | $193 | $17 | $22 | $0 | $393 |
| 9/30/2035 | $168 | $186 | $17 | $21 | $0 | $393 |
| 9/30/2036 | $176 | $179 | $18 | $20 | $0 | $393 |
| 9/30/2037 | $184 | $172 | $18 | $19 | $0 | $393 |
| 9/30/2038 | $192 | $164 | $19 | $18 | $0 | $393 |
| 9/30/2039 | $201 | $156 | $19 | $17 | $0 | $393 |
| 9/30/2040 | $210 | $147 | $19 | $16 | $0 | $393 |
| 9/30/2041 | $220 | $138 | $20 | $15 | $0 | $393 |
| 9/30/2042 | $230 | $129 | $20 | $14 | $0 | $393 |
| 9/30/2043 | $241 | $119 | $20 | $13 | $0 | $393 |
| 9/30/2044 | $252 | $108 | $21 | $12 | $0 | $393 |
| 9/30/2045 | $265 | $96 | $21 | $11 | $0 | $393 |
| 9/30/2046 | $277 | $85 | $22 | $9 | $0 | $393 |
| 9/30/2047 | $291 | $72 | $22 | $8 | $0 | $393 |
| 9/30/2048 | $305 | $59 | $23 | $7 | $0 | $393 |
| 9/30/2049 | $320 | $45 | $23 | $5 | $0 | $393 |
| 9/30/2050 | $335 | $31 | $23 | $3 | $0 | $393 |
| 9/30/2051 | $351 | $16 | $24 | $2 | $0 | $393 |
| **Total** | **$5,662** | **$4,754** | **$533** | **$520** | **($422)** | **$11,047** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 4 (40 Ft)** |
| **Assessment** | **$4,533** |
| **Equivalent Unit** | **0.54** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $143 | $0 | $0 | ($143) | $0 |
| 9/30/2023 | $0 | $195 | $11 | $23 | ($195) | $34 |
| 9/30/2024 | $86 | $195 | $11 | $23 | $0 | $314 |
| 9/30/2025 | $89 | $192 | $11 | $22 | $0 | $314 |
| 9/30/2026 | $92 | $189 | $12 | $22 | $0 | $314 |
| 9/30/2027 | $96 | $186 | $12 | $21 | $0 | $314 |
| 9/30/2028 | $100 | $182 | $12 | $21 | $0 | $314 |
| 9/30/2029 | $104 | $178 | $12 | $20 | $0 | $314 |
| 9/30/2030 | $108 | $174 | $13 | $20 | $0 | $314 |
| 9/30/2031 | $113 | $169 | $13 | $19 | $0 | $314 |
| 9/30/2032 | $118 | $165 | $13 | $19 | $0 | $315 |
| 9/30/2033 | $123 | $160 | $13 | $18 | $0 | $315 |
| 9/30/2034 | $129 | $155 | $14 | $18 | $0 | $314 |
| 9/30/2035 | $134 | $149 | $14 | $17 | $0 | $314 |
| 9/30/2036 | $141 | $143 | $14 | $16 | $0 | $314 |
| 9/30/2037 | $147 | $137 | $15 | $15 | $0 | $314 |
| 9/30/2038 | $154 | $131 | $15 | $15 | $0 | $315 |
| 9/30/2039 | $161 | $125 | $15 | $14 | $0 | $314 |
| 9/30/2040 | $168 | $118 | $15 | $13 | $0 | $315 |
| 9/30/2041 | $176 | $111 | $16 | $12 | $0 | $314 |
| 9/30/2042 | $184 | $103 | $16 | $11 | $0 | $314 |
| 9/30/2043 | $193 | $95 | $16 | $11 | $0 | $314 |
| 9/30/2044 | $202 | $86 | $17 | $10 | $0 | $314 |
| 9/30/2045 | $212 | $77 | $17 | $9 | $0 | $314 |
| 9/30/2046 | $222 | $68 | $17 | $8 | $0 | $314 |
| 9/30/2047 | $233 | $58 | $18 | $6 | $0 | $314 |
| 9/30/2048 | $244 | $47 | $18 | $5 | $0 | $315 |
| 9/30/2049 | $256 | $36 | $18 | $4 | $0 | $315 |
| 9/30/2050 | $268 | $25 | $19 | $3 | $0 | $314 |
| 9/30/2051 | $281 | $13 | $19 | $1 | $0 | $314 |
| **Total** | **$4,530** | **$3,803** | **$427** | **$416** | **($338)** | **$8,837** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 5 (65 Ft)** |
|---|---|
| **Assessment** | **$8,147** |
| **Equivalent Unit** | **0.97** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Additional Interest Reserve** | **Capitalized Interest** | **Total Annual Installment** |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $257 | $0 | $0 | ($257) | $0 |
| 9/30/2023 | $0 | $350 | $20 | $41 | ($350) | $60 |
| 9/30/2024 | $154 | $350 | $20 | $41 | $0 | $565 |
| 9/30/2025 | $160 | $345 | $21 | $40 | $0 | $565 |
| 9/30/2026 | $165 | $339 | $21 | $39 | $0 | $565 |
| 9/30/2027 | $172 | $334 | $21 | $38 | $0 | $565 |
| 9/30/2028 | $179 | $327 | $22 | $37 | $0 | $565 |
| 9/30/2029 | $187 | $320 | $22 | $37 | $0 | $565 |
| 9/30/2030 | $194 | $312 | $23 | $36 | $0 | $565 |
| 9/30/2031 | $203 | $304 | $23 | $35 | $0 | $565 |
| 9/30/2032 | $212 | $296 | $24 | $34 | $0 | $565 |
| 9/30/2033 | $222 | $287 | $24 | $33 | $0 | $566 |
| 9/30/2034 | $231 | $278 | $25 | $31 | $0 | $565 |
| 9/30/2035 | $242 | $268 | $25 | $30 | $0 | $565 |
| 9/30/2036 | $253 | $258 | $26 | $29 | $0 | $565 |
| 9/30/2037 | $264 | $247 | $26 | $28 | $0 | $565 |
| 9/30/2038 | $276 | $236 | $27 | $27 | $0 | $565 |
| 9/30/2039 | $289 | $224 | $27 | $25 | $0 | $565 |
| 9/30/2040 | $302 | $212 | $28 | $24 | $0 | $565 |
| 9/30/2041 | $316 | $199 | $28 | $22 | $0 | $565 |
| 9/30/2042 | $330 | $185 | $29 | $21 | $0 | $565 |
| 9/30/2043 | $346 | $171 | $29 | $19 | $0 | $565 |
| 9/30/2044 | $363 | $155 | $30 | $17 | $0 | $565 |
| 9/30/2045 | $380 | $139 | $31 | $15 | $0 | $565 |
| 9/30/2046 | $399 | $122 | $31 | $14 | $0 | $565 |
| 9/30/2047 | $418 | $104 | $32 | $12 | $0 | $565 |
| 9/30/2048 | $439 | $85 | $32 | $9 | $0 | $565 |
| 9/30/2049 | $460 | $65 | $33 | $7 | $0 | $565 |
| 9/30/2050 | $482 | $44 | $34 | $5 | $0 | $565 |
| 9/30/2051 | $505 | $23 | $34 | $3 | $0 | $565 |
| **Total** | **$8,142** | **$6,836** | **$767** | **$747** | **($607)** | **$15,884** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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-7**
**Major Improvement Area - Initial Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 6 (55 Ft)** |
|---|---|
| **Assessment** | **$5,740** |
| **Equivalent Unit** | **0.68** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $0 | $181 | $0 | $0 | ($181) | $0 |
| 9/30/2023 | $0 | $247 | $14 | $29 | ($247) | $43 |
| 9/30/2024 | $108 | $247 | $14 | $29 | $0 | $398 |
| 9/30/2025 | $112 | $243 | $14 | $28 | $0 | $398 |
| 9/30/2026 | $117 | $239 | $15 | $28 | $0 | $398 |
| 9/30/2027 | $121 | $235 | $15 | $27 | $0 | $398 |
| 9/30/2028 | $126 | $230 | $15 | $26 | $0 | $398 |
| 9/30/2029 | $132 | $225 | $16 | $26 | $0 | $398 |
| 9/30/2030 | $137 | $220 | $16 | $25 | $0 | $398 |
| 9/30/2031 | $143 | $214 | $16 | $24 | $0 | $398 |
| 9/30/2032 | $149 | $209 | $17 | $24 | $0 | $398 |
| 9/30/2033 | $156 | $202 | $17 | $23 | $0 | $398 |
| 9/30/2034 | $163 | $196 | $17 | $22 | $0 | $398 |
| 9/30/2035 | $170 | $189 | $18 | $21 | $0 | $398 |
| 9/30/2036 | $178 | $182 | $18 | $21 | $0 | $398 |
| 9/30/2037 | $186 | $174 | $18 | $20 | $0 | $398 |
| 9/30/2038 | $195 | $166 | $19 | $19 | $0 | $398 |
| 9/30/2039 | $203 | $158 | $19 | $18 | $0 | $398 |
| 9/30/2040 | $213 | $149 | $20 | $17 | $0 | $398 |
| 9/30/2041 | $223 | $140 | $20 | $16 | $0 | $398 |
| 9/30/2042 | $233 | $131 | $20 | $15 | $0 | $398 |
| 9/30/2043 | $244 | $120 | $21 | $13 | $0 | $398 |
| 9/30/2044 | $256 | $109 | $21 | $12 | $0 | $398 |
| 9/30/2045 | $268 | $98 | $22 | $11 | $0 | $398 |
| 9/30/2046 | $281 | $86 | $22 | $10 | $0 | $398 |
| 9/30/2047 | $294 | $73 | $22 | $8 | $0 | $398 |
| 9/30/2048 | $309 | $60 | $23 | $7 | $0 | $398 |
| 9/30/2049 | $324 | $46 | $23 | $5 | $0 | $398 |
| 9/30/2050 | $340 | $31 | $24 | $3 | $0 | $398 |
| 9/30/2051 | $356 | $16 | $24 | $2 | $0 | $398 |
| **Total** | **$5,736** | **$4,816** | **$540** | **$526** | **($428)** | **$11,191** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 3.50% in years 1 through 5 (2022-2026), 4.00% in years 6 through 10 (2027-2031), 4.25% in years 11 through 20 (2032-2041), and 4.50% in years 21 through 30 (2042-2051) on the Initial Major Improvement Area Bonds.
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
# MAJOR IMPROVEMENT AREA ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

**Appendix H-1**

**Major Improvement Area Assessment Roll - Additional Major Improvements**

| | |
|---|---|
| **Parcel** | **All Parcels** |
| **Assessment** | **$12,780,092** |
| **Equivalent Units** | **1,504.30** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $222,000 | $592,996 | $15,000 | $829,996 |
| 9/30/2024 | $232,000 | $582,695 | $15,300 | $829,995 |
| 9/30/2025 | $242,000 | $571,931 | $15,606 | $829,537 |
| 9/30/2026 | $253,000 | $560,702 | $15,918 | $829,620 |
| 9/30/2027 | $264,000 | $548,963 | $16,236 | $829,199 |
| 9/30/2028 | $276,000 | $536,713 | $16,561 | $829,274 |
| 9/30/2029 | $289,000 | $523,907 | $16,892 | $829,799 |
| 9/30/2030 | $302,000 | $510,497 | $17,230 | $829,727 |
| 9/30/2031 | $315,000 | $496,484 | $17,575 | $829,059 |
| 9/30/2032 | $329,000 | $481,868 | $17,926 | $828,795 |
| 9/30/2033 | $344,000 | $466,603 | $18,285 | $828,888 |
| 9/30/2034 | $360,000 | $450,641 | $18,651 | $829,292 |
| 9/30/2035 | $376,000 | $433,937 | $19,024 | $828,961 |
| 9/30/2036 | $393,000 | $416,491 | $19,404 | $828,895 |
| 9/30/2037 | $411,000 | $398,255 | $19,792 | $829,048 |
| 9/30/2038 | $430,000 | $379,185 | $20,188 | $829,373 |
| 9/30/2039 | $449,000 | $359,233 | $20,592 | $828,825 |
| 9/30/2040 | $470,000 | $338,399 | $21,004 | $829,403 |
| 9/30/2041 | $491,000 | $316,591 | $21,424 | $829,015 |
| 9/30/2042 | $514,000 | $293,809 | $21,852 | $829,661 |
| 9/30/2043 | $537,000 | $269,959 | $22,289 | $829,249 |
| 9/30/2044 | $561,000 | $245,043 | $22,735 | $828,778 |
| 9/30/2045 | $587,000 | $219,012 | $23,190 | $829,202 |
| 9/30/2046 | $614,000 | $191,775 | $23,653 | $829,429 |
| 9/30/2047 | $642,000 | $163,286 | $24,127 | $829,412 |
| 9/30/2048 | $671,000 | $133,497 | $24,609 | $829,106 |
| 9/30/2049 | $702,000 | $102,363 | $25,101 | $829,464 |
| 9/30/2050 | $734,000 | $69,790 | $25,603 | $829,393 |
| 9/30/2051 | $770,092 | $35,732 | $26,115 | $831,939 |
| **Total** | **$12,780,092** | **$10,690,359** | **$581,884** | **$24,052,334** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.

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**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 1 (74 Ft)** |
|---|---|
| **Assessment** | **$8,496** |
| **Equivalent Unit** | **1.00** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $148 | $394 | $10 | $552 |
| 9/30/2024 | $154 | $387 | $10 | $552 |
| 9/30/2025 | $161 | $380 | $10 | $551 |
| 9/30/2026 | $168 | $373 | $11 | $551 |
| 9/30/2027 | $175 | $365 | $11 | $551 |
| 9/30/2028 | $183 | $357 | $11 | $551 |
| 9/30/2029 | $192 | $348 | $11 | $552 |
| 9/30/2030 | $201 | $339 | $11 | $552 |
| 9/30/2031 | $209 | $330 | $12 | $551 |
| 9/30/2032 | $219 | $320 | $12 | $551 |
| 9/30/2033 | $229 | $310 | $12 | $551 |
| 9/30/2034 | $239 | $300 | $12 | $551 |
| 9/30/2035 | $250 | $288 | $13 | $551 |
| 9/30/2036 | $261 | $277 | $13 | $551 |
| 9/30/2037 | $273 | $265 | $13 | $551 |
| 9/30/2038 | $286 | $252 | $13 | $551 |
| 9/30/2039 | $298 | $239 | $14 | $551 |
| 9/30/2040 | $312 | $225 | $14 | $551 |
| 9/30/2041 | $326 | $210 | $14 | $551 |
| 9/30/2042 | $342 | $195 | $15 | $552 |
| 9/30/2043 | $357 | $179 | $15 | $551 |
| 9/30/2044 | $373 | $163 | $15 | $551 |
| 9/30/2045 | $390 | $146 | $15 | $551 |
| 9/30/2046 | $408 | $127 | $16 | $551 |
| 9/30/2047 | $427 | $109 | $16 | $551 |
| 9/30/2048 | $446 | $89 | $16 | $551 |
| 9/30/2049 | $467 | $68 | $17 | $551 |
| 9/30/2050 | $488 | $46 | $17 | $551 |
| 9/30/2051 | $512 | $24 | $17 | $553 |
| **Total** | **$8,496** | **$7,107** | **$387** | **$15,989** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
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**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 2 (60 Ft)** |
|---|---|
| **Assessment** | **$6,890** |
| **Equivalent Unit** | **0.81** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $120 | $320 | $8 | $447 |
| 9/30/2024 | $125 | $314 | $8 | $447 |
| 9/30/2025 | $130 | $308 | $8 | $447 |
| 9/30/2026 | $136 | $302 | $9 | $447 |
| 9/30/2027 | $142 | $296 | $9 | $447 |
| 9/30/2028 | $149 | $289 | $9 | $447 |
| 9/30/2029 | $156 | $282 | $9 | $447 |
| 9/30/2030 | $163 | $275 | $9 | $447 |
| 9/30/2031 | $170 | $268 | $9 | $447 |
| 9/30/2032 | $177 | $260 | $10 | $447 |
| 9/30/2033 | $185 | $252 | $10 | $447 |
| 9/30/2034 | $194 | $243 | $10 | $447 |
| 9/30/2035 | $203 | $234 | $10 | $447 |
| 9/30/2036 | $212 | $225 | $10 | $447 |
| 9/30/2037 | $222 | $215 | $11 | $447 |
| 9/30/2038 | $232 | $204 | $11 | $447 |
| 9/30/2039 | $242 | $194 | $11 | $447 |
| 9/30/2040 | $253 | $182 | $11 | $447 |
| 9/30/2041 | $265 | $171 | $12 | $447 |
| 9/30/2042 | $277 | $158 | $12 | $447 |
| 9/30/2043 | $289 | $146 | $12 | $447 |
| 9/30/2044 | $302 | $132 | $12 | $447 |
| 9/30/2045 | $316 | $118 | $13 | $447 |
| 9/30/2046 | $331 | $103 | $13 | $447 |
| 9/30/2047 | $346 | $88 | $13 | $447 |
| 9/30/2048 | $362 | $72 | $13 | $447 |
| 9/30/2049 | $378 | $55 | $14 | $447 |
| 9/30/2050 | $396 | $38 | $14 | $447 |
| 9/30/2051 | $415 | $19 | $14 | $448 |
| **Total** | **$6,890** | **$5,763** | **$314** | **$12,966** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
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**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 3 (50 Ft)** |
|---|---|
| **Assessment** | **$5,741** |
| **Equivalent Unit** | **0.68** |

| **Year[1]** | **Principal** | **Interest[2]** | **Administrative Expenses[3]** | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $100 | $266 | $7 | $373 |
| 9/30/2024 | $104 | $262 | $7 | $373 |
| 9/30/2025 | $109 | $257 | $7 | $373 |
| 9/30/2026 | $114 | $252 | $7 | $373 |
| 9/30/2027 | $119 | $247 | $7 | $373 |
| 9/30/2028 | $124 | $241 | $7 | $373 |
| 9/30/2029 | $130 | $235 | $8 | $373 |
| 9/30/2030 | $136 | $229 | $8 | $373 |
| 9/30/2031 | $142 | $223 | $8 | $372 |
| 9/30/2032 | $148 | $216 | $8 | $372 |
| 9/30/2033 | $155 | $210 | $8 | $372 |
| 9/30/2034 | $162 | $202 | $8 | $373 |
| 9/30/2035 | $169 | $195 | $9 | $372 |
| 9/30/2036 | $177 | $187 | $9 | $372 |
| 9/30/2037 | $185 | $179 | $9 | $372 |
| 9/30/2038 | $193 | $170 | $9 | $373 |
| 9/30/2039 | $202 | $161 | $9 | $372 |
| 9/30/2040 | $211 | $152 | $9 | $373 |
| 9/30/2041 | $221 | $142 | $10 | $372 |
| 9/30/2042 | $231 | $132 | $10 | $373 |
| 9/30/2043 | $241 | $121 | $10 | $373 |
| 9/30/2044 | $252 | $110 | $10 | $372 |
| 9/30/2045 | $264 | $98 | $10 | $373 |
| 9/30/2046 | $276 | $86 | $11 | $373 |
| 9/30/2047 | $288 | $73 | $11 | $373 |
| 9/30/2048 | $301 | $60 | $11 | $372 |
| 9/30/2049 | $315 | $46 | $11 | $373 |
| 9/30/2050 | $330 | $31 | $12 | $373 |
| 9/30/2051 | $346 | $16 | $12 | $374 |
| **Total** | **$5,741** | **$4,803** | **$261** | **$10,805** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
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-5**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 4 (40 Ft)** |
|---|---|
| **Assessment** | **$4,593** |
| **Equivalent Unit** | **0.54** |

| **Year[1]** | **Principal** | **Interest[2]** | **Administrative Expenses[3]** | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $80 | $213 | $5 | $298 |
| 9/30/2024 | $83 | $209 | $5 | $298 |
| 9/30/2025 | $87 | $206 | $6 | $298 |
| 9/30/2026 | $91 | $202 | $6 | $298 |
| 9/30/2027 | $95 | $197 | $6 | $298 |
| 9/30/2028 | $99 | $193 | $6 | $298 |
| 9/30/2029 | $104 | $188 | $6 | $298 |
| 9/30/2030 | $109 | $183 | $6 | $298 |
| 9/30/2031 | $113 | $178 | $6 | $298 |
| 9/30/2032 | $118 | $173 | $6 | $298 |
| 9/30/2033 | $124 | $168 | $7 | $298 |
| 9/30/2034 | $129 | $162 | $7 | $298 |
| 9/30/2035 | $135 | $156 | $7 | $298 |
| 9/30/2036 | $141 | $150 | $7 | $298 |
| 9/30/2037 | $148 | $143 | $7 | $298 |
| 9/30/2038 | $155 | $136 | $7 | $298 |
| 9/30/2039 | $161 | $129 | $7 | $298 |
| 9/30/2040 | $169 | $122 | $8 | $298 |
| 9/30/2041 | $176 | $114 | $8 | $298 |
| 9/30/2042 | $185 | $106 | $8 | $298 |
| 9/30/2043 | $193 | $97 | $8 | $298 |
| 9/30/2044 | $202 | $88 | $8 | $298 |
| 9/30/2045 | $211 | $79 | $8 | $298 |
| 9/30/2046 | $221 | $69 | $9 | $298 |
| 9/30/2047 | $231 | $59 | $9 | $298 |
| 9/30/2048 | $241 | $48 | $9 | $298 |
| 9/30/2049 | $252 | $37 | $9 | $298 |
| 9/30/2050 | $264 | $25 | $9 | $298 |
| 9/30/2051 | $277 | $13 | $9 | $299 |
| **Total** | **$4,593** | **$3,842** | **$209** | **$8,644** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
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-6**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 5 (65 Ft)** |
|---|---|
| **Assessment** | **$8,256** |
| **Equivalent Unit** | **0.97** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $143 | $383 | $10 | $536 |
| 9/30/2024 | $150 | $376 | $10 | $536 |
| 9/30/2025 | $156 | $369 | $10 | $536 |
| 9/30/2026 | $163 | $362 | $10 | $536 |
| 9/30/2027 | $171 | $355 | $10 | $536 |
| 9/30/2028 | $178 | $347 | $11 | $536 |
| 9/30/2029 | $187 | $338 | $11 | $536 |
| 9/30/2030 | $195 | $330 | $11 | $536 |
| 9/30/2031 | $203 | $321 | $11 | $536 |
| 9/30/2032 | $213 | $311 | $12 | $535 |
| 9/30/2033 | $222 | $301 | $12 | $535 |
| 9/30/2034 | $233 | $291 | $12 | $536 |
| 9/30/2035 | $243 | $280 | $12 | $535 |
| 9/30/2036 | $254 | $269 | $13 | $535 |
| 9/30/2037 | $265 | $257 | $13 | $536 |
| 9/30/2038 | $278 | $245 | $13 | $536 |
| 9/30/2039 | $290 | $232 | $13 | $535 |
| 9/30/2040 | $304 | $219 | $14 | $536 |
| 9/30/2041 | $317 | $205 | $14 | $536 |
| 9/30/2042 | $332 | $190 | $14 | $536 |
| 9/30/2043 | $347 | $174 | $14 | $536 |
| 9/30/2044 | $362 | $158 | $15 | $535 |
| 9/30/2045 | $379 | $141 | $15 | $536 |
| 9/30/2046 | $397 | $124 | $15 | $536 |
| 9/30/2047 | $415 | $105 | $16 | $536 |
| 9/30/2048 | $433 | $86 | $16 | $536 |
| 9/30/2049 | $453 | $66 | $16 | $536 |
| 9/30/2050 | $474 | $45 | $17 | $536 |
| 9/30/2051 | $497 | $23 | $17 | $537 |
| **Total** | **$8,256** | **$6,906** | **$376** | **$15,537** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
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-7**
**Major Improvement Area - Additional Major Improvements Assessment Roll by Lot Type**

| **Lot Type** | **Lot Type 6 (55 Ft)** |
|---|---|
| **Assessment** | **$5,816** |
| **Equivalent Unit** | **0.68** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $101 | $270 | $7 | $378 |
| 9/30/2024 | $106 | $265 | $7 | $378 |
| 9/30/2025 | $110 | $260 | $7 | $378 |
| 9/30/2026 | $115 | $255 | $7 | $378 |
| 9/30/2027 | $120 | $250 | $7 | $377 |
| 9/30/2028 | $126 | $244 | $8 | $377 |
| 9/30/2029 | $132 | $238 | $8 | $378 |
| 9/30/2030 | $137 | $232 | $8 | $378 |
| 9/30/2031 | $143 | $226 | $8 | $377 |
| 9/30/2032 | $150 | $219 | $8 | $377 |
| 9/30/2033 | $157 | $212 | $8 | $377 |
| 9/30/2034 | $164 | $205 | $8 | $377 |
| 9/30/2035 | $171 | $197 | $9 | $377 |
| 9/30/2036 | $179 | $190 | $9 | $377 |
| 9/30/2037 | $187 | $181 | $9 | $377 |
| 9/30/2038 | $196 | $173 | $9 | $377 |
| 9/30/2039 | $204 | $163 | $9 | $377 |
| 9/30/2040 | $214 | $154 | $10 | $377 |
| 9/30/2041 | $223 | $144 | $10 | $377 |
| 9/30/2042 | $234 | $134 | $10 | $378 |
| 9/30/2043 | $244 | $123 | $10 | $377 |
| 9/30/2044 | $255 | $112 | $10 | $377 |
| 9/30/2045 | $267 | $100 | $11 | $377 |
| 9/30/2046 | $279 | $87 | $11 | $377 |
| 9/30/2047 | $292 | $74 | $11 | $377 |
| 9/30/2048 | $305 | $61 | $11 | $377 |
| 9/30/2049 | $319 | $47 | $11 | $378 |
| 9/30/2050 | $334 | $32 | $12 | $377 |
| 9/30/2051 | $350 | $16 | $12 | $379 |
| **Total** | **$5,816** | **$4,865** | **$265** | **$10,947** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to the Major Improvement Area's pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

# APPENDIX I
# PHASE #1 ASSESSMENT ROLL - PHASE #1 IMPROVEMENTS AND INITIAL MAJOR IMPROVEMENTS

**Appendix I-1**

**Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements**

| | |
|---|---|
| **Parcel** | **All Parcels** |
| **Equivalent Units** | **$11,914,017** |
| **Assessment** | **274.00** |

| Year[1] | Principal & Interest[2] | Principal & Interest[3] | Administrative Expenses[4] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $197,855 | $0 | $0 | $0 | ($197,855) | $0 |
| 9/30/2023 | $269,803 | $292,703 | $45,600 | $36,865 | ($269,803) | $375,168 |
| 9/30/2024 | $428,803 | $291,898 | $46,512 | $36,865 | $0 | $804,078 |
| 9/30/2025 | $428,430 | $291,954 | $47,442 | $36,070 | $0 | $803,897 |
| 9/30/2026 | $428,948 | $291,825 | $48,391 | $35,255 | $0 | $804,418 |
| 9/30/2027 | $429,328 | $290,510 | $49,359 | $34,415 | $0 | $803,611 |
| 9/30/2028 | $429,705 | $291,055 | $50,346 | $33,550 | $0 | $804,656 |
| 9/30/2029 | $429,888 | $290,369 | $51,353 | $32,655 | $0 | $804,264 |
| 9/30/2030 | $429,875 | $289,497 | $52,380 | $31,730 | $0 | $803,482 |
| 9/30/2031 | $429,668 | $289,439 | $53,428 | $30,775 | $0 | $803,309 |
| 9/30/2032 | $430,265 | $289,150 | $54,496 | $29,790 | $0 | $803,701 |
| 9/30/2033 | $431,125 | $288,628 | $55,586 | $28,770 | $0 | $804,109 |
| 9/30/2034 | $430,705 | $287,874 | $56,698 | $27,710 | $0 | $802,987 |
| 9/30/2035 | $431,040 | $287,889 | $57,832 | $26,615 | $0 | $803,376 |
| 9/30/2036 | $432,095 | $286,625 | $58,988 | $25,480 | $0 | $803,188 |
| 9/30/2037 | $431,835 | $286,129 | $60,168 | $24,300 | $0 | $802,432 |
| 9/30/2038 | $432,295 | $286,354 | $61,372 | $23,080 | $0 | $803,101 |
| 9/30/2039 | $432,440 | $285,255 | $62,599 | $21,815 | $0 | $802,109 |
| 9/30/2040 | $433,270 | $284,878 | $63,851 | $20,505 | $0 | $802,504 |
| 9/30/2041 | $433,750 | $285,175 | $65,128 | $19,145 | $0 | $803,198 |
| 9/30/2042 | $434,880 | $284,102 | $66,431 | $17,735 | $0 | $803,147 |
| 9/30/2043 | $435,160 | $283,703 | $67,759 | $16,270 | $0 | $802,892 |
| 9/30/2044 | $435,960 | $283,934 | $69,114 | $14,745 | $0 | $803,753 |
| 9/30/2045 | $436,240 | $283,746 | $70,497 | $13,155 | $0 | $803,638 |
| 9/30/2046 | $437,000 | $283,142 | $71,907 | $11,500 | $0 | $803,548 |
| 9/30/2047 | $437,200 | $282,119 | $73,345 | $9,775 | $0 | $802,439 |
| 9/30/2048 | $438,840 | $281,679 | $74,812 | $7,980 | $0 | $803,311 |
| 9/30/2049 | $438,840 | $281,775 | $76,308 | $6,105 | $0 | $803,028 |
| 9/30/2050 | $440,240 | $281,361 | $77,834 | $4,155 | $0 | $803,590 |
| 9/30/2051 | $440,960 | $280,453 | $79,391 | $2,120 | $0 | $802,924 |
| **Total** | **$12,596,440** | **$8,313,221** | **$1,768,926** | **$658,930** | **($467,658)** | **$22,869,859** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.

2 - The interest is calculated using an interest rate of 2.75% in years 1 through 5 (2022-2026), 3.25% in years 6 through 10 (2027-2031), 3.50% in years 11 through 20 (2032-2041), and 4.00% in years 21 through 30 (2042-2051) on the Phase #1 Bonds.

3 - The interest is calculated using a 4.64% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.

4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix I-2**
**Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 2 (60 Ft)** |
| **Assessment** | **$38,264** |
| **Equivalent Unit** | **0.88** |

| Year[1] | Principal & Interest[2] | Principal & Interest[3] | Administrative Expenses[4] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $635 | $0 | $0 | $0 | ($635) | $0 |
| 9/30/2023 | $867 | $940 | $146 | $118 | ($867) | $1,205 |
| 9/30/2024 | $1,377 | $937 | $149 | $118 | $0 | $2,582 |
| 9/30/2025 | $1,376 | $938 | $152 | $116 | $0 | $2,582 |
| 9/30/2026 | $1,378 | $937 | $155 | $113 | $0 | $2,584 |
| 9/30/2027 | $1,379 | $933 | $159 | $111 | $0 | $2,581 |
| 9/30/2028 | $1,380 | $935 | $162 | $108 | $0 | $2,584 |
| 9/30/2029 | $1,381 | $933 | $165 | $105 | $0 | $2,583 |
| 9/30/2030 | $1,381 | $930 | $168 | $102 | $0 | $2,581 |
| 9/30/2031 | $1,380 | $930 | $172 | $99 | $0 | $2,580 |
| 9/30/2032 | $1,382 | $929 | $175 | $96 | $0 | $2,581 |
| 9/30/2033 | $1,385 | $927 | $179 | $92 | $0 | $2,583 |
| 9/30/2034 | $1,383 | $925 | $182 | $89 | $0 | $2,579 |
| 9/30/2035 | $1,384 | $925 | $186 | $85 | $0 | $2,580 |
| 9/30/2036 | $1,388 | $921 | $189 | $82 | $0 | $2,580 |
| 9/30/2037 | $1,387 | $919 | $193 | $78 | $0 | $2,577 |
| 9/30/2038 | $1,388 | $920 | $197 | $74 | $0 | $2,579 |
| 9/30/2039 | $1,389 | $916 | $201 | $70 | $0 | $2,576 |
| 9/30/2040 | $1,392 | $915 | $205 | $66 | $0 | $2,577 |
| 9/30/2041 | $1,393 | $916 | $209 | $61 | $0 | $2,580 |
| 9/30/2042 | $1,397 | $912 | $213 | $57 | $0 | $2,579 |
| 9/30/2043 | $1,398 | $911 | $218 | $52 | $0 | $2,579 |
| 9/30/2044 | $1,400 | $912 | $222 | $47 | $0 | $2,581 |
| 9/30/2045 | $1,401 | $911 | $226 | $42 | $0 | $2,581 |
| 9/30/2046 | $1,404 | $909 | $231 | $37 | $0 | $2,581 |
| 9/30/2047 | $1,404 | $906 | $236 | $31 | $0 | $2,577 |
| 9/30/2048 | $1,409 | $905 | $240 | $26 | $0 | $2,580 |
| 9/30/2049 | $1,409 | $905 | $245 | $20 | $0 | $2,579 |
| 9/30/2050 | $1,414 | $904 | $250 | $13 | $0 | $2,581 |
| 9/30/2051 | $1,416 | $901 | $255 | $7 | $0 | $2,579 |
| **Total** | **$40,456** | **$26,699** | **$5,681** | **$2,116** | **($1,502)** | **$73,451** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 2.75% in years 1 through 5 (2022-2026), 3.25% in years 6 through 10 (2027-2031), 3.50% in years 11 through 20 (2032-2041), and 4.00% in years 21 through 30 (2042-2051) on the Phase #1 Bonds.
3 - The interest is calculated using a 4.64% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix I-3**
**Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 3 (50 Ft)** |
| **Assessment** | **$33,046** |
| **Equivalent Unit** | **0.76** |

| Year[1] | Principal & Interest[2] | Principal & Interest[3] | Administrative Expenses[4] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $549 | $0 | $0 | $0 | ($549) | $0 |
| 9/30/2023 | $748 | $812 | $126 | $102 | ($748) | $1,041 |
| 9/30/2024 | $1,189 | $810 | $129 | $102 | $0 | $2,230 |
| 9/30/2025 | $1,188 | $810 | $132 | $100 | $0 | $2,230 |
| 9/30/2026 | $1,190 | $809 | $134 | $98 | $0 | $2,231 |
| 9/30/2027 | $1,191 | $806 | $137 | $95 | $0 | $2,229 |
| 9/30/2028 | $1,192 | $807 | $140 | $93 | $0 | $2,232 |
| 9/30/2029 | $1,192 | $805 | $142 | $91 | $0 | $2,231 |
| 9/30/2030 | $1,192 | $803 | $145 | $88 | $0 | $2,229 |
| 9/30/2031 | $1,192 | $803 | $148 | $85 | $0 | $2,228 |
| 9/30/2032 | $1,193 | $802 | $151 | $83 | $0 | $2,229 |
| 9/30/2033 | $1,196 | $801 | $154 | $80 | $0 | $2,230 |
| 9/30/2034 | $1,195 | $798 | $157 | $77 | $0 | $2,227 |
| 9/30/2035 | $1,196 | $799 | $160 | $74 | $0 | $2,228 |
| 9/30/2036 | $1,199 | $795 | $164 | $71 | $0 | $2,228 |
| 9/30/2037 | $1,198 | $794 | $167 | $67 | $0 | $2,226 |
| 9/30/2038 | $1,199 | $794 | $170 | $64 | $0 | $2,228 |
| 9/30/2039 | $1,199 | $791 | $174 | $61 | $0 | $2,225 |
| 9/30/2040 | $1,202 | $790 | $177 | $57 | $0 | $2,226 |
| 9/30/2041 | $1,203 | $791 | $181 | $53 | $0 | $2,228 |
| 9/30/2042 | $1,206 | $788 | $184 | $49 | $0 | $2,228 |
| 9/30/2043 | $1,207 | $787 | $188 | $45 | $0 | $2,227 |
| 9/30/2044 | $1,209 | $788 | $192 | $41 | $0 | $2,229 |
| 9/30/2045 | $1,210 | $787 | $196 | $36 | $0 | $2,229 |
| 9/30/2046 | $1,212 | $785 | $199 | $32 | $0 | $2,229 |
| 9/30/2047 | $1,213 | $783 | $203 | $27 | $0 | $2,226 |
| 9/30/2048 | $1,217 | $781 | $208 | $22 | $0 | $2,228 |
| 9/30/2049 | $1,217 | $782 | $212 | $17 | $0 | $2,227 |
| 9/30/2050 | $1,221 | $780 | $216 | $12 | $0 | $2,229 |
| 9/30/2051 | $1,223 | $778 | $220 | $6 | $0 | $2,227 |
| **Total** | **$34,939** | **$23,059** | **$4,907** | **$1,828** | **($1,297)** | **$63,435** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 2.75% in years 1 through 5 (2022-2026), 3.25% in years 6 through 10 (2027-2031), 3.50% in years 11 through 20 (2032-2041), and 4.00% in years 21 through 30 (2042-2051) on the Phase #1 Bonds.
3 - The interest is calculated using a 4.64% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix I-4**
**Phase #1 Assessment Roll - Phase #1 Improvements and Initial Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 4 (40 Ft)** |
| **Assessment** | **$29,568** |
| **Equivalent Unit** | **0.68** |

| Year[1] | Principal & Interest[2] | Principal & Interest[3] | Administrative Expenses[4] | Additional Interest Reserve | Capitalized Interest | Total Annual Installment |
|---|---|---|---|---|---|---|
| 9/30/2022 | $491 | $0 | $0 | $0 | ($491) | $0 |
| 9/30/2023 | $670 | $726 | $113 | $91 | ($670) | $931 |
| 9/30/2024 | $1,064 | $724 | $115 | $91 | $0 | $1,996 |
| 9/30/2025 | $1,063 | $725 | $118 | $90 | $0 | $1,995 |
| 9/30/2026 | $1,065 | $724 | $120 | $87 | $0 | $1,996 |
| 9/30/2027 | $1,065 | $721 | $122 | $85 | $0 | $1,994 |
| 9/30/2028 | $1,066 | $722 | $125 | $83 | $0 | $1,997 |
| 9/30/2029 | $1,067 | $721 | $127 | $81 | $0 | $1,996 |
| 9/30/2030 | $1,067 | $718 | $130 | $79 | $0 | $1,994 |
| 9/30/2031 | $1,066 | $718 | $133 | $76 | $0 | $1,994 |
| 9/30/2032 | $1,068 | $718 | $135 | $74 | $0 | $1,995 |
| 9/30/2033 | $1,070 | $716 | $138 | $71 | $0 | $1,996 |
| 9/30/2034 | $1,069 | $714 | $141 | $69 | $0 | $1,993 |
| 9/30/2035 | $1,070 | $714 | $144 | $66 | $0 | $1,994 |
| 9/30/2036 | $1,072 | $711 | $146 | $63 | $0 | $1,993 |
| 9/30/2037 | $1,072 | $710 | $149 | $60 | $0 | $1,991 |
| 9/30/2038 | $1,073 | $711 | $152 | $57 | $0 | $1,993 |
| 9/30/2039 | $1,073 | $708 | $155 | $54 | $0 | $1,991 |
| 9/30/2040 | $1,075 | $707 | $158 | $51 | $0 | $1,992 |
| 9/30/2041 | $1,076 | $708 | $162 | $48 | $0 | $1,993 |
| 9/30/2042 | $1,079 | $705 | $165 | $44 | $0 | $1,993 |
| 9/30/2043 | $1,080 | $704 | $168 | $40 | $0 | $1,993 |
| 9/30/2044 | $1,082 | $705 | $172 | $37 | $0 | $1,995 |
| 9/30/2045 | $1,083 | $704 | $175 | $33 | $0 | $1,994 |
| 9/30/2046 | $1,085 | $703 | $178 | $29 | $0 | $1,994 |
| 9/30/2047 | $1,085 | $700 | $182 | $24 | $0 | $1,991 |
| 9/30/2048 | $1,089 | $699 | $186 | $20 | $0 | $1,994 |
| 9/30/2049 | $1,089 | $699 | $189 | $15 | $0 | $1,993 |
| 9/30/2050 | $1,093 | $698 | $193 | $10 | $0 | $1,994 |
| 9/30/2051 | $1,094 | $696 | $197 | $5 | $0 | $1,993 |
| **Total** | **$31,261** | **$20,631** | **$4,390** | **$1,635** | **($1,161)** | **$56,757** |

1 - The 9/30/XX dates represent the fiscal year end for the Bonds.
2 - The interest is calculated using an interest rate of 2.75% in years 1 through 5 (2022-2026), 3.25% in years 6 through 10 (2027-2031), 3.50% in years 11 through 20 (2032-2041), and 4.00% in years 21 through 30 (2042-2051) on the Phase #1 Bonds.
3 - The interest is calculated using a 4.64% interest rate on the obligation related to the Phase #1 under the Reimbursement Agreement.
4 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

# APPENDIX J
# PHASE #1 ASSESSMENT ROLL - ADDITIONAL MAJOR IMPROVEMENTS

**Appendix J-1**
**Phase #1 Assessment Roll - Additional Major Improvements**

| | |
|---|---|
| **Parcel** | **All Parcels** |
| **Assessment** | **$2,327,050** |
| **Equivalent Units** | **274.00** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $44,000 | $107,975 | $15,000 | $166,975 |
| 9/30/2024 | $45,000 | $105,934 | $15,300 | $166,234 |
| 9/30/2025 | $47,000 | $103,846 | $15,606 | $166,452 |
| 9/30/2026 | $49,000 | $101,665 | $15,918 | $166,583 |
| 9/30/2027 | $51,000 | $99,391 | $16,236 | $166,628 |
| 9/30/2028 | $53,000 | $97,025 | $16,561 | $166,586 |
| 9/30/2029 | $55,000 | $94,566 | $16,892 | $166,458 |
| 9/30/2030 | $57,000 | $92,014 | $17,230 | $166,244 |
| 9/30/2031 | $59,000 | $89,369 | $17,575 | $165,944 |
| 9/30/2032 | $62,000 | $86,631 | $17,926 | $166,558 |
| 9/30/2033 | $64,000 | $83,754 | $18,285 | $166,039 |
| 9/30/2034 | $67,000 | $80,785 | $18,651 | $166,435 |
| 9/30/2035 | $69,000 | $77,676 | $19,024 | $165,700 |
| 9/30/2036 | $72,000 | $74,474 | $19,404 | $165,878 |
| 9/30/2037 | $75,000 | $71,134 | $19,792 | $165,926 |
| 9/30/2038 | $78,000 | $67,654 | $20,188 | $165,842 |
| 9/30/2039 | $82,000 | $64,034 | $20,592 | $166,626 |
| 9/30/2040 | $85,000 | $60,230 | $21,004 | $166,233 |
| 9/30/2041 | $89,000 | $56,286 | $21,424 | $166,709 |
| 9/30/2042 | $92,000 | $52,156 | $21,852 | $166,008 |
| 9/30/2043 | $96,000 | $47,887 | $22,289 | $166,176 |
| 9/30/2044 | $100,000 | $43,433 | $22,735 | $166,168 |
| 9/30/2045 | $105,000 | $38,793 | $23,190 | $166,982 |
| 9/30/2046 | $109,000 | $33,921 | $23,653 | $166,574 |
| 9/30/2047 | $114,000 | $28,863 | $24,127 | $166,990 |
| 9/30/2048 | $119,000 | $23,574 | $24,609 | $167,183 |
| 9/30/2049 | $124,000 | $18,052 | $25,101 | $167,153 |
| 9/30/2050 | $129,000 | $12,298 | $25,603 | $166,902 |
| 9/30/2051 | $136,050 | $6,313 | $26,115 | $168,478 |
| **Total** | **$2,327,050** | **$1,919,728** | **$581,884** | **$4,828,662** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using a 4.64% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.

3 - 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 #1 Assessment Roll - Additional Major Improvements by Lot Type**

| **Lot Type** | **Lot Type 2 (60 Ft)** |
|---|---|
| **Assessment** | **$7,474** |
| **Equivalent Unit** | **0.88** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $141 | $347 | $48 | $536 |
| 9/30/2024 | $145 | $340 | $49 | $534 |
| 9/30/2025 | $151 | $334 | $50 | $535 |
| 9/30/2026 | $157 | $327 | $51 | $535 |
| 9/30/2027 | $164 | $319 | $52 | $535 |
| 9/30/2028 | $170 | $312 | $53 | $535 |
| 9/30/2029 | $177 | $304 | $54 | $535 |
| 9/30/2030 | $183 | $296 | $55 | $534 |
| 9/30/2031 | $189 | $287 | $56 | $533 |
| 9/30/2032 | $199 | $278 | $58 | $535 |
| 9/30/2033 | $206 | $269 | $59 | $533 |
| 9/30/2034 | $215 | $259 | $60 | $535 |
| 9/30/2035 | $222 | $249 | $61 | $532 |
| 9/30/2036 | $231 | $239 | $62 | $533 |
| 9/30/2037 | $241 | $228 | $64 | $533 |
| 9/30/2038 | $251 | $217 | $65 | $533 |
| 9/30/2039 | $263 | $206 | $66 | $535 |
| 9/30/2040 | $273 | $193 | $67 | $534 |
| 9/30/2041 | $286 | $181 | $69 | $535 |
| 9/30/2042 | $295 | $168 | $70 | $533 |
| 9/30/2043 | $308 | $154 | $72 | $534 |
| 9/30/2044 | $321 | $139 | $73 | $534 |
| 9/30/2045 | $337 | $125 | $74 | $536 |
| 9/30/2046 | $350 | $109 | $76 | $535 |
| 9/30/2047 | $366 | $93 | $77 | $536 |
| 9/30/2048 | $382 | $76 | $79 | $537 |
| 9/30/2049 | $398 | $58 | $81 | $537 |
| 9/30/2050 | $414 | $39 | $82 | $536 |
| 9/30/2051 | $437 | $20 | $84 | $541 |
| **Total** | **$7,474** | **$6,166** | **$1,869** | **$15,508** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix J-3**
**Phase #1 Assessment Roll - Additional Major Improvements by Lot Type**

| **Lot Type** | **Lot Type 3 (50 Ft)** |
|---|---|
| **Assessment** | **$6,455** |
| **Equivalent Unit** | **0.76** |

| **Year[1]** | **Principal** | **Interest[2]** | **Administrative Expenses[3]** | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $122 | $299 | $42 | $463 |
| 9/30/2024 | $125 | $294 | $42 | $461 |
| 9/30/2025 | $130 | $288 | $43 | $462 |
| 9/30/2026 | $136 | $282 | $44 | $462 |
| 9/30/2027 | $141 | $276 | $45 | $462 |
| 9/30/2028 | $147 | $269 | $46 | $462 |
| 9/30/2029 | $153 | $262 | $47 | $462 |
| 9/30/2030 | $158 | $255 | $48 | $461 |
| 9/30/2031 | $164 | $248 | $49 | $460 |
| 9/30/2032 | $172 | $240 | $50 | $462 |
| 9/30/2033 | $178 | $232 | $51 | $461 |
| 9/30/2034 | $186 | $224 | $52 | $462 |
| 9/30/2035 | $191 | $215 | $53 | $460 |
| 9/30/2036 | $200 | $207 | $54 | $460 |
| 9/30/2037 | $208 | $197 | $55 | $460 |
| 9/30/2038 | $216 | $188 | $56 | $460 |
| 9/30/2039 | $227 | $178 | $57 | $462 |
| 9/30/2040 | $236 | $167 | $58 | $461 |
| 9/30/2041 | $247 | $156 | $59 | $462 |
| 9/30/2042 | $255 | $145 | $61 | $460 |
| 9/30/2043 | $266 | $133 | $62 | $461 |
| 9/30/2044 | $277 | $120 | $63 | $461 |
| 9/30/2045 | $291 | $108 | $64 | $463 |
| 9/30/2046 | $302 | $94 | $66 | $462 |
| 9/30/2047 | $316 | $80 | $67 | $463 |
| 9/30/2048 | $330 | $65 | $68 | $464 |
| 9/30/2049 | $344 | $50 | $70 | $464 |
| 9/30/2050 | $358 | $34 | $71 | $463 |
| 9/30/2051 | $377 | $18 | $72 | $467 |
| **Total** | **$6,455** | **$5,325** | **$1,614** | **$13,393** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix J-4**
**Phase #1 Assessment Roll - Additional Major Improvements by Lot Type**

| **Lot Type** | **Lot Type 4 (40 Ft)** |
|---|---|
| **Assessment** | **$5,775** |
| **Equivalent Unit** | **0.68** |

| **Year**[1] | **Principal** | **Interest**[2] | **Administrative Expenses**[3] | **Total Annual Installment** |
|---|---|---|---|---|
| 9/30/2022 | $0 | $0 | $0 | $0 |
| 9/30/2023 | $109 | $268 | $37 | $414 |
| 9/30/2024 | $112 | $263 | $38 | $413 |
| 9/30/2025 | $117 | $258 | $39 | $413 |
| 9/30/2026 | $122 | $252 | $40 | $413 |
| 9/30/2027 | $127 | $247 | $40 | $414 |
| 9/30/2028 | $132 | $241 | $41 | $413 |
| 9/30/2029 | $136 | $235 | $42 | $413 |
| 9/30/2030 | $141 | $228 | $43 | $413 |
| 9/30/2031 | $146 | $222 | $44 | $412 |
| 9/30/2032 | $154 | $215 | $44 | $413 |
| 9/30/2033 | $159 | $208 | $45 | $412 |
| 9/30/2034 | $166 | $200 | $46 | $413 |
| 9/30/2035 | $171 | $193 | $47 | $411 |
| 9/30/2036 | $179 | $185 | $48 | $412 |
| 9/30/2037 | $186 | $177 | $49 | $412 |
| 9/30/2038 | $194 | $168 | $50 | $412 |
| 9/30/2039 | $204 | $159 | $51 | $414 |
| 9/30/2040 | $211 | $149 | $52 | $413 |
| 9/30/2041 | $221 | $140 | $53 | $414 |
| 9/30/2042 | $228 | $129 | $54 | $412 |
| 9/30/2043 | $238 | $119 | $55 | $412 |
| 9/30/2044 | $248 | $108 | $56 | $412 |
| 9/30/2045 | $261 | $96 | $58 | $414 |
| 9/30/2046 | $271 | $84 | $59 | $413 |
| 9/30/2047 | $283 | $72 | $60 | $414 |
| 9/30/2048 | $295 | $59 | $61 | $415 |
| 9/30/2049 | $308 | $45 | $62 | $415 |
| 9/30/2050 | $320 | $31 | $64 | $414 |
| 9/30/2051 | $338 | $16 | $65 | $418 |
| **Total** | **$5,775** | **$4,764** | **$1,444** | **$11,984** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using a 4.64% interest rate on the obligation related to Phase #1s pro-rata share of the costs of the Additional Major Improvements under the Reimbursement Agreement.
3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

# APPENDIX K
# PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 IMPROVEMENTS

**Appendix K-1**
**Proposed Phase #2 Assessment Roll – Phase #2 Improvements**

| | |
|---|---|
| **Lot Type** | **Phase #2 Parcels** |
| **Assessment** | **$19,524,266** |
| **Equivalent Unit** | **296.47** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2025 | $235,000 | $1,276,887 | $50,000 | $1,561,887 |
| 9/30/2026 | $250,000 | $1,261,518 | $51,000 | $1,562,518 |
| 9/30/2027 | $265,000 | $1,245,168 | $52,020 | $1,562,188 |
| 9/30/2028 | $280,000 | $1,227,837 | $53,060 | $1,560,897 |
| 9/30/2029 | $295,000 | $1,209,525 | $54,122 | $1,558,647 |
| 9/30/2030 | $315,000 | $1,190,232 | $55,204 | $1,560,436 |
| 9/30/2031 | $335,000 | $1,169,631 | $56,308 | $1,560,939 |
| 9/30/2032 | $355,000 | $1,147,722 | $57,434 | $1,560,156 |
| 9/30/2033 | $380,000 | $1,124,505 | $58,583 | $1,563,088 |
| 9/30/2034 | $400,000 | $1,099,653 | $59,755 | $1,559,408 |
| 9/30/2035 | $430,000 | $1,073,493 | $60,950 | $1,564,443 |
| 9/30/2036 | $455,000 | $1,045,371 | $62,169 | $1,562,540 |
| 9/30/2037 | $485,000 | $1,015,614 | $63,412 | $1,564,026 |
| 9/30/2038 | $515,000 | $983,895 | $64,680 | $1,563,575 |
| 9/30/2039 | $545,000 | $950,214 | $65,974 | $1,561,188 |
| 9/30/2040 | $580,000 | $914,571 | $67,293 | $1,561,864 |
| 9/30/2041 | $620,000 | $876,639 | $68,639 | $1,565,278 |
| 9/30/2042 | $660,000 | $836,091 | $70,012 | $1,566,103 |
| 9/30/2043 | $700,000 | $792,927 | $71,412 | $1,564,339 |
| 9/30/2044 | $745,000 | $747,147 | $72,841 | $1,564,988 |
| 9/30/2045 | $795,000 | $698,424 | $74,297 | $1,567,721 |
| 9/30/2046 | $845,000 | $646,431 | $75,783 | $1,567,214 |
| 9/30/2047 | $900,000 | $591,168 | $77,299 | $1,568,467 |
| 9/30/2048 | $955,000 | $532,308 | $78,845 | $1,566,153 |
| 9/30/2049 | $1,020,000 | $469,851 | $80,422 | $1,570,273 |
| 9/30/2050 | $1,085,000 | $403,143 | $82,030 | $1,570,173 |
| 9/30/2051 | $1,155,000 | $332,184 | $83,671 | $1,570,855 |
| 9/30/2052 | $1,230,000 | $256,647 | $85,344 | $1,571,991 |
| 9/30/2053 | $1,310,000 | $176,205 | $87,051 | $1,573,256 |
| 9/30/2054 | $1,384,266 | $90,531 | $88,792 | $1,563,589 |
| **Total** | **$19,524,266** | **$25,385,532** | **$2,028,404** | **$46,938,202** |

1 - The 9/30/XX dates represent the fiscal year end.
2 - The interest is calculated using an estimated 6.54% interest rate on the obligation related to Phase #2 Improvements under the Reimbursement Agreement.
3 - 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 #2 Assessment Roll – Phase #2 Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 1 (74 Ft Lot)** |
| **Assessment** | **$65,856** |
| **Equivalent Unit** | **1.00** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2025 | $793 | $4,307 | $169 | $5,268 |
| 9/30/2026 | $843 | $4,255 | $172 | $5,270 |
| 9/30/2027 | $894 | $4,200 | $175 | $5,269 |
| 9/30/2028 | $944 | $4,142 | $179 | $5,265 |
| 9/30/2029 | $995 | $4,080 | $183 | $5,257 |
| 9/30/2030 | $1,063 | $4,015 | $186 | $5,263 |
| 9/30/2031 | $1,130 | $3,945 | $190 | $5,265 |
| 9/30/2032 | $1,197 | $3,871 | $194 | $5,262 |
| 9/30/2033 | $1,282 | $3,793 | $198 | $5,272 |
| 9/30/2034 | $1,349 | $3,709 | $202 | $5,260 |
| 9/30/2035 | $1,450 | $3,621 | $206 | $5,277 |
| 9/30/2036 | $1,535 | $3,526 | $210 | $5,270 |
| 9/30/2037 | $1,636 | $3,426 | $214 | $5,275 |
| 9/30/2038 | $1,737 | $3,319 | $218 | $5,274 |
| 9/30/2039 | $1,838 | $3,205 | $223 | $5,266 |
| 9/30/2040 | $1,956 | $3,085 | $227 | $5,268 |
| 9/30/2041 | $2,091 | $2,957 | $232 | $5,280 |
| 9/30/2042 | $2,226 | $2,820 | $236 | $5,283 |
| 9/30/2043 | $2,361 | $2,675 | $241 | $5,277 |
| 9/30/2044 | $2,513 | $2,520 | $246 | $5,279 |
| 9/30/2045 | $2,682 | $2,356 | $251 | $5,288 |
| 9/30/2046 | $2,850 | $2,180 | $256 | $5,286 |
| 9/30/2047 | $3,036 | $1,994 | $261 | $5,290 |
| 9/30/2048 | $3,221 | $1,795 | $266 | $5,283 |
| 9/30/2049 | $3,440 | $1,585 | $271 | $5,297 |
| 9/30/2050 | $3,660 | $1,360 | $277 | $5,296 |
| 9/30/2051 | $3,896 | $1,120 | $282 | $5,299 |
| 9/30/2052 | $4,149 | $866 | $288 | $5,302 |
| 9/30/2053 | $4,419 | $594 | $294 | $5,307 |
| 9/30/2054 | $4,669 | $305 | $299 | $5,274 |
| **Total** | **$65,856** | **$85,626** | **$6,842** | **$158,324** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using an estimated 6.54% interest rate on the obligation related to Phase #2 Improvements under the Reimbursement Agreement.

3 - 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**
**Proposed Phase #2 Assessment Roll – Phase #2 Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 2 (60 Ft Lot)** |
| **Assessment** | **$53,406** |
| **Equivalent Unit** | **0.81** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2025 | $643 | $3,493 | $137 | $4,272 |
| 9/30/2026 | $684 | $3,451 | $140 | $4,274 |
| 9/30/2027 | $725 | $3,406 | $142 | $4,273 |
| 9/30/2028 | $766 | $3,359 | $145 | $4,270 |
| 9/30/2029 | $807 | $3,308 | $148 | $4,263 |
| 9/30/2030 | $862 | $3,256 | $151 | $4,268 |
| 9/30/2031 | $916 | $3,199 | $154 | $4,270 |
| 9/30/2032 | $971 | $3,139 | $157 | $4,268 |
| 9/30/2033 | $1,039 | $3,076 | $160 | $4,276 |
| 9/30/2034 | $1,094 | $3,008 | $163 | $4,266 |
| 9/30/2035 | $1,176 | $2,936 | $167 | $4,279 |
| 9/30/2036 | $1,245 | $2,859 | $170 | $4,274 |
| 9/30/2037 | $1,327 | $2,778 | $173 | $4,278 |
| 9/30/2038 | $1,409 | $2,691 | $177 | $4,277 |
| 9/30/2039 | $1,491 | $2,599 | $180 | $4,270 |
| 9/30/2040 | $1,587 | $2,502 | $184 | $4,272 |
| 9/30/2041 | $1,696 | $2,398 | $188 | $4,282 |
| 9/30/2042 | $1,805 | $2,287 | $192 | $4,284 |
| 9/30/2043 | $1,915 | $2,169 | $195 | $4,279 |
| 9/30/2044 | $2,038 | $2,044 | $199 | $4,281 |
| 9/30/2045 | $2,175 | $1,910 | $203 | $4,288 |
| 9/30/2046 | $2,311 | $1,768 | $207 | $4,287 |
| 9/30/2047 | $2,462 | $1,617 | $211 | $4,290 |
| 9/30/2048 | $2,612 | $1,456 | $216 | $4,284 |
| 9/30/2049 | $2,790 | $1,285 | $220 | $4,295 |
| 9/30/2050 | $2,968 | $1,103 | $224 | $4,295 |
| 9/30/2051 | $3,159 | $909 | $229 | $4,297 |
| 9/30/2052 | $3,365 | $702 | $233 | $4,300 |
| 9/30/2053 | $3,583 | $482 | $238 | $4,303 |
| 9/30/2054 | $3,786 | $248 | $243 | $4,277 |
| **Total** | **$53,406** | **$69,439** | **$5,548** | **$128,393** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using an estimated 6.54% interest rate on the obligation related to Phase #2 Improvements under the Reimbursement Agreement.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix K-4**
**Proposed Phase #2 Assessment Roll – Phase #2 Improvements by Lot Type**

| **Lot Type** | **Lot Type 3 (50 Ft Lot)** |
|---|---|
| **Assessment** | **$44,505** |
| **Equivalent Unit** | **0.68** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2025 | $536 | $2,911 | $114 | $3,560 |
| 9/30/2026 | $570 | $2,876 | $116 | $3,562 |
| 9/30/2027 | $604 | $2,838 | $119 | $3,561 |
| 9/30/2028 | $638 | $2,799 | $121 | $3,558 |
| 9/30/2029 | $672 | $2,757 | $123 | $3,553 |
| 9/30/2030 | $718 | $2,713 | $126 | $3,557 |
| 9/30/2031 | $764 | $2,666 | $128 | $3,558 |
| 9/30/2032 | $809 | $2,616 | $131 | $3,556 |
| 9/30/2033 | $866 | $2,563 | $134 | $3,563 |
| 9/30/2034 | $912 | $2,507 | $136 | $3,555 |
| 9/30/2035 | $980 | $2,447 | $139 | $3,566 |
| 9/30/2036 | $1,037 | $2,383 | $142 | $3,562 |
| 9/30/2037 | $1,106 | $2,315 | $145 | $3,565 |
| 9/30/2038 | $1,174 | $2,243 | $147 | $3,564 |
| 9/30/2039 | $1,242 | $2,166 | $150 | $3,559 |
| 9/30/2040 | $1,322 | $2,085 | $153 | $3,560 |
| 9/30/2041 | $1,413 | $1,998 | $156 | $3,568 |
| 9/30/2042 | $1,504 | $1,906 | $160 | $3,570 |
| 9/30/2043 | $1,596 | $1,807 | $163 | $3,566 |
| 9/30/2044 | $1,698 | $1,703 | $166 | $3,567 |
| 9/30/2045 | $1,812 | $1,592 | $169 | $3,574 |
| 9/30/2046 | $1,926 | $1,474 | $173 | $3,572 |
| 9/30/2047 | $2,052 | $1,348 | $176 | $3,575 |
| 9/30/2048 | $2,177 | $1,213 | $180 | $3,570 |
| 9/30/2049 | $2,325 | $1,071 | $183 | $3,579 |
| 9/30/2050 | $2,473 | $919 | $187 | $3,579 |
| 9/30/2051 | $2,633 | $757 | $191 | $3,581 |
| 9/30/2052 | $2,804 | $585 | $195 | $3,583 |
| 9/30/2053 | $2,986 | $402 | $198 | $3,586 |
| 9/30/2054 | $3,155 | $206 | $202 | $3,564 |
| **Total** | **$44,505** | **$57,866** | **$4,624** | **$106,994** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using an estimated 6.54% interest rate on the obligation related to Phase #2 Improvements under the Reimbursement Agreement.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix K-5**
**Proposed Phase #2 Assessment Roll – Phase #2 Improvements by Lot Type**

| **Lot Type** | **Lot Type 4 (40 Ft Lot)** |
|---|---|
| **Assessment** | **$35,604** |
| **Equivalent Unit** | **0.54** |

| Year[1] | Principal | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 9/30/2025 | $429 | $2,329 | $91 | $2,848 |
| 9/30/2026 | $456 | $2,300 | $93 | $2,849 |
| 9/30/2027 | $483 | $2,271 | $95 | $2,849 |
| 9/30/2028 | $511 | $2,239 | $97 | $2,846 |
| 9/30/2029 | $538 | $2,206 | $99 | $2,842 |
| 9/30/2030 | $574 | $2,170 | $101 | $2,846 |
| 9/30/2031 | $611 | $2,133 | $103 | $2,846 |
| 9/30/2032 | $647 | $2,093 | $105 | $2,845 |
| 9/30/2033 | $693 | $2,051 | $107 | $2,850 |
| 9/30/2034 | $729 | $2,005 | $109 | $2,844 |
| 9/30/2035 | $784 | $1,958 | $111 | $2,853 |
| 9/30/2036 | $830 | $1,906 | $113 | $2,849 |
| 9/30/2037 | $884 | $1,852 | $116 | $2,852 |
| 9/30/2038 | $939 | $1,794 | $118 | $2,851 |
| 9/30/2039 | $994 | $1,733 | $120 | $2,847 |
| 9/30/2040 | $1,058 | $1,668 | $123 | $2,848 |
| 9/30/2041 | $1,131 | $1,599 | $125 | $2,854 |
| 9/30/2042 | $1,204 | $1,525 | $128 | $2,856 |
| 9/30/2043 | $1,277 | $1,446 | $130 | $2,853 |
| 9/30/2044 | $1,359 | $1,362 | $133 | $2,854 |
| 9/30/2045 | $1,450 | $1,274 | $135 | $2,859 |
| 9/30/2046 | $1,541 | $1,179 | $138 | $2,858 |
| 9/30/2047 | $1,641 | $1,078 | $141 | $2,860 |
| 9/30/2048 | $1,742 | $971 | $144 | $2,856 |
| 9/30/2049 | $1,860 | $857 | $147 | $2,864 |
| 9/30/2050 | $1,979 | $735 | $150 | $2,863 |
| 9/30/2051 | $2,106 | $606 | $153 | $2,865 |
| 9/30/2052 | $2,243 | $468 | $156 | $2,867 |
| 9/30/2053 | $2,389 | $321 | $159 | $2,869 |
| 9/30/2054 | $2,524 | $165 | $162 | $2,851 |
| **Total** | **$35,604** | **$46,292** | **$3,699** | **$85,595** |

1 - The 9/30/XX dates represent the fiscal year end.

2 - The interest is calculated using an estimated 6.54% interest rate on the obligation related to Phase #2 Improvements under the Reimbursement Agreement.

3 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**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 June 10, 2025, at or after 5:00 p.m. at the Celina City Council Chambers, 112 N. Colorado Street, Celina, Texas 75009. The public hearing will be held to consider proposed assessments to be levied against the assessable property within Phase #2 of The Parks at Wilson Creek 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 for the benefit of Phase #2 of the District (the "Phase #2 Improvements") include roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, related soft costs, and costs related to the establishment, administration and operation of the District.

The total costs of the Phase #2 Improvements, including administrative costs and the costs of issuing bonds, is approximately $19,524,266.

The boundaries of the District include approximately 646.967 acres of land generally located north of County Road 88, east of County Road 90, south of County Road 98, 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 #2 Assessment Roll – Phase #2 Improvements, which includes the assessments proposed to be levied against each parcel of land within Phase #2 of the District that benefits from the Phase #2 Improvements, is available for public inspection at the office of the City Secretary and the Assistant 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: | Karla Stovall |
| Date: | May 13, 2025 |
| Re: | Mustang Lakes Annex Phase #2 PSAP resolution |

**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 the Mustang Lakes (Annex) Public Improvement District; approving an updated preliminary service and assessment plan, including a proposed Phase #2 Assessment Roll – Phase #2 Initial Projects and a proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements; directing the filing of the proposed assessment rolls with the City Secretary or Assistant City Secretary; and providing for noticing and calling two public hearings on June 10, 2025 to consider two Ordinances levying assessments on property located within Phase #2 of the Mustang Lakes (Annex) Public Improvement District. (Bromiley)

**Background Information:**
The Mustang Lakes (Annex) Public Improvement District (the "Mustang Lakes Annex PID") was created by the City on August 13, 2019 and is an approximately 556.836 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 Mustang Lakes Annex PID is expected to have approximately 1,437 single-family homes over multiple phases. Phase #2 consists of approximately 78.243 acres and is projected to consist of 268 single-family residential units.

This resolution identifies the costs of authorized public improvements that are to be financed by the two PID assessments within Phase #2. It also approves a preliminary amended and restated service and assessment plan that adds Phase #2. In compliance with state law, the resolution directs the filing of both of the proposed Phase #2 Assessment Rolls with the City Secretary and calls two public hearings on June 10, 2025 during the scheduled City Council meeting to consider two ordinances levying the PID assessments on properties located within Phase #2.

If City Council approves the preliminary SAP (on May 13, 2025), staff will place two public hearings and two levy ordinances on the agenda for consideration on June 10, 2025. Staff also anticipates including a Reimbursement Agreement for Mustang Lakes Annex Phase 2 on the June 10, 2025 agenda.

**Legal Review:**
PSAP and Resolution approved by Bond Counsel.

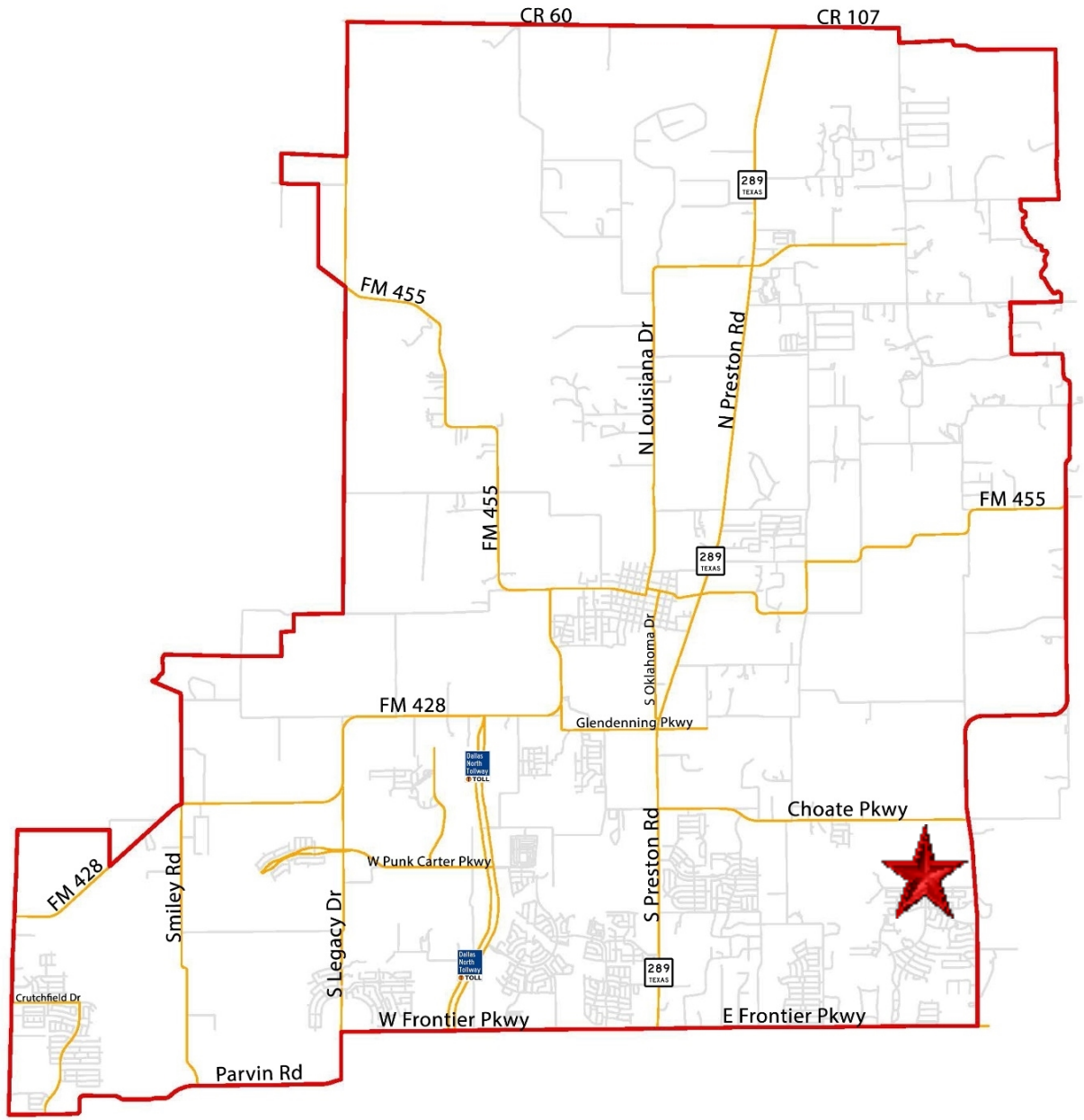
**Supporting Documents:**
1. Mustang Lakes Annex Phase 2 PSAP Presentation
2. The Mustang Lakes (Annex) PID Phase #2 2025 - Resolution Approving PSAP and Calling Public Hearing

**Financial Consideration:**
The resolution does not impact the City's operating funds. It establishes an assessment on property owners within the Mustang Lakes Annex Phase #2 area to fund the identified public improvements.

**Staff Recommendation:**
Staff recommends approval.

# MUSTANG LAKES ANNEX PHASE 2 PRELIMINARY SAP

City Council
May 13, 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

# MUSTANG LAKES ANNEX PHASE #2

- There are currently two established Phases within the PID
  - 1,437 single family lots across multiple phases
  - Requesting to levy assessments against the to-be-constructed Phase #2 and MIA additional costs
  - 268 single family lots
  - Total Phase #2 Improvements (Direct and share of MIA) Costs: $17,418,364
    - Estimated Authorized Current Improvement Cost: $17,160,285
      - Phase #2 Direct Improvement Costs – $13,024,387
      - Phase #2  MIA Additional Costs - $4,135,897
    - Previously Authorized Phase #4 share of Phase #2-7 Major Improvement Area (MIA) Cost: $258,079
- The Phase # 4 Assessments, when levied, are anticipated to secure, a Reimbursement Agreement following the Phase #4 levies.

# PHASE #2 PID TOTAL BUDGETED COSTS

| Authorized Improvements | Phase #2 Improvements | Proportional Share of Initial Major Improvements | Proportional Share of Additional Major Improvements | Total Phase #2 Projects |
|---|---|---|---|---|
| Roadway Improvements | $5,409,683 | $87,438 | $1,552,695 | $7,049,817 |
| Water Improvements | $1,963,890 | $22,961 | $472,790 | $2,459,640 |
| Sanitary Sewer Improvements | $1,385,720 | $69,233 | $276,154 | $1,731,107 |
| Storm Drainage Improvements | $2,454,513 | $0 | $1,288,377 | $3,742,890 |
| Other Soft and Miscellaneous Costs | $1,810,582 | $78,447 | $545,881 | $2,434,909 |
| Total Authorized Improvements | $13,024,387 | $258,079 | $4,135,897 | $17,418,364 |

*Estimated and subject to change as actual interest rates are determined

# PHASE #2 PID TOTAL ASSESSMENT

| Lot Size | Total Current Assessment Phase #2 Initial Projects per unit | Phase #2's share of the Additional Major Improvements per unit | Phase #2 Projects Assessment per unit | Average Annual Installment Per Unit |
|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | $69,304.05 | $13,261.07 | $82,565.12 | $6,029 |
| Lot Type 2 (74 Ft Lot) | $67,917.97 | $12,995.85 | $80,913.82 | $5,909 |
| Lot Type 3 (60 Ft Lot) | $56,136.28 | $10,741.47 | $66,877.75 | $4,884 |
| Lot Type 4 (50 Ft Lot) | $40,196.35 | $7,691.42 | $47,887.77 | $3,497 |
| Lot Type 5 (40 Ft Lot) | $36,038.11 | $6,895.76 | $42,933.86 | $3,135 |

*Estimated and subject to change as actual interest rates are determined

# PHASE #2 TAX RATE ANALYSIS

| | Tax Rate (per $100/AV) | | | | |
|---|---|---|---|---|---|
| Tax Rate Analysis | 40' Lot | 50' Lot | 60' Lot | 74' Lot | 86' Lot |
| Calculated Net Tax Rate Equivalent for Overlapping PID Assessments | $0.5501 | $0.5010 | $0.5280 | $0.5471 | $0.5481 |
| FYE2025 Overlapping Tax Rates | $2.0839 | $2.0839 | $2.0839 | $2.0839 | $2.0839 |
| Estimated Total Tax Rate | $2.6340 | $2.5849 | $2.6119 | $2.6310 | $2.6321 |

*Estimated

# TIMELINE

- May 13, 2025 – Pre-SAP and calling two public hearing resolutions
- June 10, 2025– Two Levy Ordinances for PID assessments
- June 10, 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 #2 AUTHORIZED IMPROVEMENTS TO BE FINANCED WITHIN THE MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT; APPROVING AN UPDATED PRELIMINARY SERVICE AND ASSESSMENT PLAN, INCLUDING THE PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 INITIAL PROJECTS AND THE PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 ADDITIONAL MAJOR IMPROVEMENTS; DIRECTING THE FILING OF THE PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 INITIAL PROJECTS AND THE PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 ADDITIONAL MAJOR IMPROVEMENTS WITH THE CITY SECRETARY OR ASSISTANT CITY SECRETARY TO MAKE AVAILABLE FOR PUBLIC INSPECTION; CALLING TWO PUBLIC HEARINGS FOR JUNE 10, 2025 TO CONSIDER TWO ORDINANCES LEVYING ASSESSMENTS ON PROPERTY LOCATED WITHIN PHASE #2 OF THE MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT; DIRECTING CITY STAFF TO PUBLISH AND MAIL NOTICE OF SUCH PUBLIC HEARINGS; 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 August 13, 2019, 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 corporate boundaries of the City, and following the public hearing, the City Council adopted Resolution No. 2019-45R (the "Authorization Resolution"), authorizing, establishing, and creating the "Mustang Lakes (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 Mustang Lakes (Annex) Public Improvement District Preliminary Service and Assessment Plan, dated May 13, 2025, including the Proposed Assessment Rolls (as defined herein) attached thereto (collectively, the "Preliminary SAP") relating to certain assessments proposed to be levied against property within Phase #2 of the District. A copy of the Preliminary SAP (i) is attached hereto as **Exhibit A,**

(ii) is incorporated herein for all purposes, (iii) identifies the area constituting "Phase #2" of the District, (iv) identifies the costs of the Authorized Improvements expected to be constructed for the benefit of Phase #2 at this time (the "Phase #2 Initial Projects"), (v) identifies Phase #2's allocable share costs of the Authorized Improvements expected to be constructed for the benefit of District in the future (the "Phase #2 Additional Major Improvements"), (vi) sets forth the proposed assessment roll for Phase #2 of the District related to the Phase #2 Initial Projects (the "Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects"); and (vii) and sets forth the proposed assessment roll for Phase #2 of the District related to the Phase #2 Additional Major Improvements (the "Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements" and, together with the Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects, the "Proposed Assessment Rolls"); and

**WHEREAS**, the Preliminary SAP sets forth the estimated total costs of certain of the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements 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 #2 of the District, as determined by the method of assessment chosen by the City and set forth in the Preliminary SAP; and

**WHEREAS**, the PID Act requires that the Proposed Assessment Rolls be filed with the municipal secretary of the City (the "City Secretary" or the "Assistant City Secretary") and be subject to public inspection; and

**WHEREAS**, the PID Act requires that two public hearings (collectively, the "Assessment Hearings") be called to consider the proposed assessments to be levied against the benefitted property within Phase #2 of the District and requires the City Council to hear and pass on any objections to the proposed assessments at, or on the adjournment of, the Assessment Hearings; and

**WHEREAS**, the PID Act requires that notice of the Assessment Hearings 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 Hearings.

**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 Assessment Rolls, in a form substantially similar to the attached **Exhibit A,** which is incorporated herein for all purposes. All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Preliminary SAP.

SECTION 3. The City Council hereby determines that the estimated total costs of the Phase #2 Initial Projects to be financed by the District are as set forth in Table IV-B of the Preliminary SAP.

SECTION 4. The City Council's final determination and approval of the costs of the Phase #2 Initial 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 #2 Assessment Roll – Phase #2 Initial Projects, after the properly noticed and held Phase #2 Initial Projects Assessment Hearing.

SECTION 5. The City Council hereby determines that the estimated total costs of the Phase #2 Additional Major Improvements to be financed by the District are as set forth in Table IV-B of the Preliminary SAP.

SECTION 6. The City Council's final determination and approval of the costs of the Phase #2 Additional Major Improvements, or any portion thereof, shall be subject to and contingent upon the City Council's approval of a final, updated Service and Assessment Plan, which will include a final Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, after the properly noticed and held Phase #2 Additional Major Improvements Assessment Hearing.

SECTION 7. The Proposed Assessment Rolls state the assessments and the projected annual installments proposed to be levied against each respective assessable parcel of land in Phase #2 of the District that benefits from the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements, as determined by the method of assessment chosen by the City in the Authorization Resolution and as more fully described in the Preliminary SAP.

SECTION 8. The City Council hereby authorizes and directs the filing of the Proposed Assessment Rolls 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 9. The City Council hereby authorizes and calls the Assessment Hearings to be held on **June 10, 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 Hearings, the City Council will consider two ordinances levying the assessments as special assessments on property located within Phase #2 of the District that benefits from the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements, 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 or the Assistant City Secretary to publish notice of the Assessment Hearings to be held on **June 10, 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 29, 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 or the Assistant City Secretary, the City Council hereby authorizes and directs the City Secretary or the Assistant City Secretary, on or before **May 29, 2025**, to mail to owners of property liable for the proposed assessments notice of the Assessment Hearings to be held on **June 10, 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 12. City staff is authorized and directed to take such other actions as are required (including, but not limited to, posting notice of the public hearings as required by the Texas Open Meetings Act) to place the public hearings on the agenda for the **June 10, 2025** meeting of the City Council.

SECTION 13. This Resolution shall become effective from and after its date of passage in accordance with law.

[*Remainder of Page Intentionally Left Blank*]

**ADOPTED, PASSED, AND APPROVED** on this the 13th day of May, 2025.

_____
Mayor

ATTEST:

_____
Assistant City Secretary

(City Seal)

# EXHIBIT A

# PRELIMINARY SAP

# MUSTANG LAKES (ANNEX) PUBLIC IMPROVEMENT DISTRICT

CELINA, TEXAS

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

March 14, 2023

As Updated for Phase #2 on _____, 2025

**PREPARED BY:**

MUNICAP, INC.
PUBLIC FINANCE

# MUSTANG LAKES (ANNEX)
# PUBLIC IMPROVEMENT DISTRICT

## PRELIMINARY SERVICE AND ASSESSMENT PLAN

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# I. PLAN DESCRIPTION AND DEFINED TERMS

## A. INTRODUCTION

On August 13, 2019, the City Council of the City of Celina, Texas passed and approved Resolution No. 2019-45R (filed in the real property records of Collin County, Texas as Document No. 2023000011173 on February 2, 2023) approving and authorizing the creation of the Mustang Lakes (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 the property for the public improvements to be constructed or to be acquired.

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 Mustang Lakes (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 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 current Assessment Rolls for the PID are included as Appendix G and Appendix H 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 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 and/or 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. If and when Bonds are issued, Additional Interest shall be charged as described in Section V.G.

**"Additional Interest Component"** means the amount collected by application of the Additional Interest.

**"Additional Interest Reserve"** has the meaning set forth in Section V.G of this Service and Assessment Plan.

**"Additional Major Improvements"** mean the Authorized Improvements described in Section III.C that benefit all Assessed Property within the PID and that are constructed after the Initial Major Improvements, including the Phase #1 Additional Major Improvements and Phase #2 Additional Major Improvements. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed in Phases as shown in Appendix B.

**"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, 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) 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. 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 Assessment Rolls attached hereto as Appendix G, Appendix H, and Appendix I, as applicable, or in an Annual Service Plan Update, and calculated as provided in Section VI of this Service and Assessment Plan, (ii) when applicable, the Additional Interest Component designated for the Additional Interest Reserve described in Section V of this Service and Assessment Plan, and (iii) the Administrative Expenses.

**"Annual Service Plan Update"** has the meaning set forth in the second paragraph of Section IV of this Service and Assessment Plan.

**"Assessed Property"** means the property that benefits from the Authorized Improvements to be provided by the PID on which Assessments have been imposed as shown in each Assessment Roll, as each Assessment Roll is updated each year by the Annual Service Plan Update. Assessed Property includes all Parcels within the PID other than Non-Benefited Property.

**"Assessment"** means an assessment levied against a Parcel imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on any Assessment Roll, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Assessment Ordinance"** means each Assessment Ordinance adopted by the City Council approving the Service and Assessment Plan (including amendments or supplements to the Service and Assessment Plan) and levying Assessments against the Assessed Property.

**"Assessment Revenues"** mean the revenues actually received by or on behalf of the City from the collection of Assessments.

**"Assessment Roll"** means, as applicable, the Phase #1 Assessment Roll - Phase #1 Initial Projects, the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, Phase #2 Assessment Roll – Phase #2 Initial Projects, Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, 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 Section III of this Service and Assessment Plan and authorized under Section 372.003 of the PID Act, constructed and installed in accordance with this Service and Assessment Plan, and any future updates and/or amendments.

**"Bonds"** mean any bonds issued by the City in one or more series and secured in whole or in part by the Assessment Revenues.

**"Budgeted Cost(s)"** means the amounts budgeted to construct the Authorized Improvements as used in the preparation of this Service and Assessment Plan.

**"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 Celina 557 Partners, L.P., a Texas limited partnership, and any successor owner of the Property or any portion thereof with obligation to construct all or a portion of the Authorized Improvements.

**"Development Agreement"** means that certain Mustang Lakes Brinkmann Addition Development Agreement, effective as of January 22, 2019, and recorded as Document No. 20190111000143810 on February 11, 2019, in the real property records of Collin County, Texas, as amended by that certain First Amendment to Mustang Lakes Brinkmann Additional Development Agreement, effective as of December 12, 2019, and recorded as Document No. 20191219001619943 on December 19, 2019 in the real property records of Collin County, Texas, between the Issuer and the Developer, as the same may be further amended from time to time.

**"Equivalent Units"** mean, as to any Parcel the number of dwelling units by lot type expected to be built on the Parcel multiplied by the factors calculated and shown in Appendix F attached hereto.

**"Future Major Improvements"** mean Authorized Improvements that benefit all Assessed Property within the PID and that are anticipated to be constructed after the Additional Major Improvements. Although subject to change, current plans anticipate that any Future Major Improvements will be constructed with the development of Phases #5 and #6. Future Major Improvements allocated to Phases developed prior to construction of such Future Major Improvements will be paid for by the Developer without reimbursement.

**"Future Phases"** mean Phases to be developed after Phase #1 and Phase #2, 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 are 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 Improvement Area"** or **"MIA"** means the property within the PID excluding Phase #1 and excluding the Mixed-Use Parcels which are 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.

**"Major Improvement Area Projects"** mean (i) the Initial Major Improvements allocable to Major Improvement Area, and (ii) the Additional Major Improvements allocable to the Major

Improvement Area, and (iii) Future Major Improvements, if any, allocable to the Major Improvement Area.

**"Mixed-Use Parcels"** mean collectively the two tracts totaling approximately 60.481 acres more particularly described in Appendix C-3 and depicted as "MU-2" in Appendix A. The costs of the Authorized Improvements allocated to the Mixed-Use Parcels will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied against the Mixed-Use Parcels.

**"Non-Benefited Property"** means Parcels that accrue no special benefit from the Authorized Improvements, including Homeowner Association Property, Public Property and easements that create an exclusive use for a public utility provider to the extent they accrue no special benefit. Property identified as Non-Benefited Property at the time the Assessments (i) are imposed or (ii) are reallocated pursuant to a subdivision of a Parcel, is not assessed. Assessed Property converted to Non-Benefited Property, if the Assessments may not be reallocated pursuant to the provisions herein, remains subject to the Assessments and requires the Assessments to be prepaid as provided for in Section VI.D.

**"Parcel"** or **"Parcels"** means a parcel or parcels within the PID identified by either a tax map identification number assigned by the 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 and/or the creation of an obligation under the Reimbursement Agreement for Authorized Improvements (or the portion thereof) designated herein or in an update to this Service and Assessment Plan that specially benefit the Parcels within the Phase.

**"Phase #1"** means the initial Phase to be developed and generally shown in Appendix A, as specifically described in Appendix C-2 and consisting of the Parcels shown in Appendix G and Appendix H.

**"Phase #1 Additional Major Improvements"** mean the pro rata portion the Additional Major Improvements allocable to Phase #1.

**"Phase #1 Assessed Property"** means all Parcels within Phase #1 other than Non-Benefited Property and shown in the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll – Phase #1 Additional Major Improvements against which an Assessment relating to the Phase #1 Projects is levied.

**"Phase #1 Assessment Revenues"** mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #1 Assessed Property, or the Annual Installments thereof, for the Phase #1 Projects.

**"Phase #1 Assessment Roll - Phase #1 Additional Major Improvements"** mean 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 Assessment Roll - Phase #1 Initial Projects"** mean 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 Assessments - Phase #1 Additional Major Improvements"** mean an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements as Appendix H, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Phase #1 Assessments - Phase #1 Initial Projects"** mean an assessment levied against a Parcel in Phase #1 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects 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 Improvements"** mean the Authorized Improvements which only benefit Phase #1 Assessed Property, which are described in Section III.D.

**"Phase #1 Initial Projects"** mean collectively, the Phase #1 Improvements and the pro rata portion of the Initial Major Improvements allocable to Phase #1.

**"Phase #1 Maximum Assessment Per Unit"** means for Phase #1, an Assessment per unit for Phase #1 Projects for each applicable Lot Type as follows:

Lot Type 1 (86 Ft) - $65,473.52
Lot Type 2 (74 Ft) - $64,164.05
Lot Type 3 (60 Ft) - $53,033.55
Lot Type 4 (50 Ft) - $37,974.64
Lot Type 5 (40 Ft) - $34,046.23

**"Phase #1 Projects"** mean (i) the Phase #1 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #1, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #1, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #1.

**"Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements)"** means the reimbursement obligation related to the Actual Costs of Phase #1 Additional Major Improvements to be paid from the Phase #1 Assessment Revenues collected by the City from the Phase #1 Assessments – Phase #1 Additional Major Improvements under the terms of the Reimbursement Agreement.

**"Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects)"** means the reimbursement obligation related to the Actual Costs of the Phase #1 Initial Projects to be paid from the Phase #1 Assessment Revenues collected by the City from of the Phase #1 Assessments – Phase #1 Initial Projects under the terms of the Reimbursement Agreement.

**"Phase #2"** means the second Phase to be developed and generally shown in Appendix A, as specifically described in Appendix C-4 and consisting of the Parcels shown in Appendix I and Appendix J.

**"Phase #2 Additional Major Improvements"** mean the pro rata portion the Additional Major Improvements allocable to Phase #2.

**"Phase #2 Assessed Property"** means all Parcels within Phase #2 other than Non-Benefited Property and shown in the Phase #2 Assessment Roll – Phase #2 Initial Projects and the Phase #2 Assessment Roll – Additional Major Improvements against which an Assessment relating to the Phase #2 Projects is levied.

**"Phase #2 Assessment Revenues"** mean the actual revenues received by or on behalf of the City from the collection of Assessments levied against Phase #2 Assessed Property, or the Annual Installments thereof, for the Phase #2 Projects.

**"Phase #2 Assessment Roll – Phase #2 Additional Major Improvements"** means the document included in this Service and Assessment Plan as Appendix J relating to the Phase #2 Assessments – Phase #2 Additional Major Improvements**,** as the same may be 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 Assessment Roll – Phase #2 Initial Projects"** means the document included in this Service and Assessment Plan as Appendix I relating to the Phase #2 Assessments – Phase #2 Initial Projects**,** as the same may be 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 Assessments – Phase #2 Additional Major Improvements"** mean an assessment levied against a Parcel in Phase #2 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements as Appendix J, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"Phase #2 Assessments – Phase #2 Initial Projects"** mean an assessment levied against a Parcel in Phase #2 imposed pursuant to an Assessment Ordinance and the provisions herein, as shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects as Appendix I, subject to reallocation upon the subdivision of such Parcel or reduction according to the provisions herein and the PID Act.

**"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 collectively, the Phase #2 Improvements and the pro rata portion of the Initial Major Improvements allocable to Phase #2.

**"Phase #2 Maximum Assessment Per Unit"** means for Phase #2, an Assessment per unit for Phase #2 Projects for each applicable Lot Type as follows:

Lot Type 2 (74 Ft) - $80,913.82
Lot Type 3 (60 Ft) - $66,877.75
Lot Type 4 (50 Ft) - $47,887.77
Lot Type 5 (40 Ft) - $42,933.86

**"Phase #2 Projects"** mean (i) the Phase #2 Improvements, (ii) the pro rata portion of the Initial Major Improvements allocable to Phase #2, (iii) the pro rata portion of the Additional Major Improvements allocable to Phase #2, and (iv) the pro rata portion of the Future Major Improvements, if any, allocable to Phase #2.

**"Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements)"** mean the reimbursement obligation related to the Actual Costs of Phase #2 Additional Major Improvements to be paid from the Phase #2 Assessment Revenues collected by the City from the Phase #2 Assessments – Phase #2 Additional Major Improvements under the terms of the Reimbursement Agreement.

**"Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects)"** means the reimbursement obligation related to the Actual Costs of the Phase #2 Initial Projects to be paid from the Phase #2 Assessment Revenues collected by the City from the Phase #2 Assessments – Phase #2 Initial Projects under the terms of the Reimbursement Agreement.

**"Phased PID Bonds"** mean bonds issued to fund Authorized Improvements (or a portion thereof) in a Phase. In connection with the issuance of Phased PID Bonds, if Assessments have not previously been levied, Assessments will be levied only on Parcels located within the Phase in question.

**"PID"** has the meaning set forth in Section I.A of this Service and Assessment Plan.

**"PID Act"** means Texas Local Government Code Chapter 372, Public Improvement District Assessment Act, Subchapter A, Public Improvement Districts, as amended.

**"Prepayment Costs"** mean interest and expenses to the date of prepayment, plus any additional expenses related to the prepayment, reasonably expected to be incurred by or imposed upon the City as a result of any prepayment of an Assessment.

**"Public Property"** means property within the boundaries of the PID that is owned by or irrevocably offered for dedication to the federal government, the State of Texas, 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 - Mustang Lakes (Annex) Public Improvement District, effective as of [June 10, 2025], by and between the City and the Developer in which the Developer agrees to fund the Actual Costs of the Authorized Improvements and the City agrees to reimburse the Developer with interest as permitted by the PID Act solely from Assessment Revenues and/or the net proceeds of Bonds for a portion of such Actual Costs of the Authorized Improvements funded by the Developer for Authorized Improvements constructed and accepted by the City for the benefit of the 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 and updated 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. 2020-115 adopted by the City Council on December 8, 2020, which ordinances establish the permitted uses of, and standards for the development of the property within the District, as amended from time to time.

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# II. PROPERTY INCLUDED IN THE PID

## A. PROPERTY INCLUDED IN THE PID

The PID is presently located within the City and contains approximately 556.836 acres of land. A map of the property within the PID is shown in Appendix A and described in Appendix C-1 to this Service and Assessment Plan.

At completion, the PID is expected to consist of approximately 1,436 single family residential units, landscaping, and infrastructure necessary to provide roadways, drainage, and utilities to the PID.

The residential property within the PID was originally proposed to be developed as shown in Table II-A.1.

**Table II-A.1**
**Proposed Development – PID - Original**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 86 Ft | 148 | Units |
| Single-family - 74 Ft | 245 | Units |
| Single-family - 60 Ft | 452 | Units |
| Single-family - 50 Ft | 560 | Units |
| Single-family - 40 Ft | 31 | Units |
| **Total** | **1,436** | **Units** |

The residential property within the PID is now proposed to be developed as shown in Table II-A.2.

**Table II-A.2**
**Proposed Development – PID - Revised**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 86 Ft | 148 | Units |
| Single-family - 74 Ft | 250 | Units |
| Single-family - 60 Ft | 446 | Units |
| Single-family - 50 Ft | 562 | Units |
| Single-family - 40 Ft | 31 | Units |
| **Total** | **1,437** | **Units** |

Additionally, the Mixed-Use Parcels consisting of two tracts totaling approximately 60.481 acres generally depicted on Exhibit A and described in Appendix C-2 to this Service and Assessment Plan will be developed as a mix of residential, multi-family, retail, office and other uses in accordance with the development standards attached as Exhibit D to the Development Agreement. The costs of the Authorized Improvements allocated to the Mixed-Use Parcels will be paid by the

Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement from the City and no Assessment will be levied on the Mixed-Use Parcels.

## B. PROPERTY INCLUDED IN THE MAJOR IMPROVEMENT AREA

The Major Improvement Area consists of approximately 461.376 acres and is projected to consist of approximately 1,284 residential units. A map of the property within the Major Improvement Area is shown in Appendix A and more fully described in Appendix C.

The property within the Major Improvement Area was originally proposed to be developed as shown in Table II-B.1.

**Table II-B.1**
**Proposed Development – Major Improvement Area - Original**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 86 Ft | 148 | Units |
| Single-family - 74 Ft | 245 | Units |
| Single-family - 60 Ft | 390 | Units |
| Single-family - 50 Ft | 470 | Units |
| Single-family - 40 Ft | 31 | Units |
| **Total** | **1,284** | **Units** |

The property within the Major Improvement Area is now proposed to be developed as shown in Table II-B.2.

**Table II-B.2**

**Proposed Development – Major Improvement Area - Revised**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 86 Ft | 148 | Units |
| Single-family - 74 Ft | 250 | Units |
| Single-family - 60 Ft | 384 | Units |
| Single-family - 50 Ft | 472 | Units |
| Single-family - 40 Ft | 31 | Units |
| **Total** | **1,285** | **Units** |

## C. PROPERTY INCLUDED IN PHASE #1

Phase #1 consists of approximately 34.979 acres. The final plat for Phase #1 is recorded in the real property records of Collin County, Texas as Document No. 20230100002223 with an Amending Plat recorded in the property records of Colling County, Texas as Document No. 2023010000387 and consists of 152 residential lots on approximately 26.439 developed acres (which excludes approximately 8.540 acres of 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 is more fully described in Appendix C-2.

The property within Phase #1 is proposed to be developed as shown in Table II-C.

**Table II-C**
**Proposed Development - Phase #1**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 86 Ft | 0 | Units |
| Single-family - 74 Ft | 0 | Units |
| Single-family - 60 Ft | 62 | Units |
| Single-family - 50 Ft | 90 | Units |
| Single-family - 40 Ft | 0 | Units |
| **Total** | **152** | **Units** |

## D. PROPERTY INCLUDED IN PHASE #2

Phase #2 consists of approximately 78.243 acres and is projected to consist of 268 single-family residential units. A map of the property within Phase #2 and depicting the boundaries of each proposed Phase is shown in Appendix A. The property within Phase #2 is more fully described in Appendix C-4.

The property within Phase #2 is proposed to be developed as shown in Table II-D.

**Table II-D**
**Proposed Development - Phase #2**

| Proposed Development | Quantity | Measurement |
|---|---|---|
| Single-family - 74 Ft | 24 | Units |
| Single-family - 60 Ft | 126 | Units |
| Single-family - 50 Ft | 87 | Units |
| Single-family - 40 Ft | 31 | Units |
| **Total** | **268** | **Units** |

## E. PROPERTY INCLUDED IN FUTURE PHASES

As Future Phases are developed, Bonds, including 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 #2 in Section II.D. A map of the projected property within each Future Phase is shown in Appendix A. The Future Phases are shown for illustrative purposes only and are subject to adjustment. The current Parcels in the PID are shown on the Assessment Rolls included as Appendix G, Appendix H, Appendix I, and Appendix J.

The estimated number of units at the build-out of the PID is based on the land use approvals for the property, the anticipated subdivision of property in the PID, and the Developer's estimate of the highest and best use of the property within the PID.

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# III. DESCRIPTION OF THE AUTHORIZED IMPROVEMENTS

## A. AUTHORIZED IMPROVEMENT OVERVIEW

372.003. Authorized Improvements

(a) If the governing body of a municipality or county finds that it promotes the interests of the municipality or county, the governing body may undertake an improvement project that confers a special benefit on a definable part of the municipality or county or the municipality's extraterritorial jurisdiction. A project may be undertaken in the municipality or county or the municipality's extraterritorial jurisdiction.

(b) A public improvement may include:

(i) landscaping;

(ii) erection of fountains, distinctive lighting, and signs;

(iii) acquiring, constructing, improving, widening, narrowing, closing, or rerouting of sidewalks or of streets, any other roadways, or their rights-of way;

(iv) construction or improvement of pedestrian malls;

(v) acquisition and installation of pieces of art;

(vi) acquisition, construction, or improvement of libraries;

(vii) acquisition, construction, or improvement of off-street parking facilities;

(viii) acquisition, construction, improvement, or rerouting of mass transportation facilities;

(ix) acquisition, construction, or improvement of water, wastewater, or drainage facilities or improvements;

(x) the establishment or improvement of parks;

(xi) projects similar to those listed in Subdivisions (i)-(x);

(xii) acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;

(xiii) special supplemental services for improvement and promotion of the district, including services relating to advertising, promotion, health and sanitation, water and wastewater, public safety, security, business recruitment, development, recreation, and cultural enhancement;

(xiv) payment of expenses incurred in the establishment, administration and operation of the district; and

(xv) the development, rehabilitation, or expansion of affordable housing

After analyzing the public improvement projects authorized by the PID Act, the City has determined at this time to undertake only Authorized Improvements listed in Section III.B, Section III.C, Section III.D, and Section III.E, 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. Tables included in this Section may be rounded to the nearest whole dollar.

## B. DESCRIPTIONS AND COSTS OF INITIAL MAJOR IMPROVEMENTS

The Initial Major Improvements were constructed concurrently with the development of Phase #1, and that benefit all of the Assessed Property within the PID. The Initial Major Improvements are complete and were accepted by the City on June 8, 2023. The Budgeted 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. Each of Phase #1, Phase #2, the Major Improvement Area, and the Mixed-Use Parcels will be proportionally allocated the Budgeted Costs of the Initial Major Improvements, as shown in Table III-A. The Developer will pay the pro-rata portion of the Budgeted Costs of the Initial Major Improvements allocated to the Mixed-Use Parcels without reimbursement.

The Initial Major Improvements descriptions are presented below as provided by the project engineer. The Budgeted Costs of the Initial Major Improvements are shown in Table III-A and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Initial Major Improvements follows:

Roadway Improvements

The roadway portion of the Initial Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks and retaining walls. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements have been constructed according to City standards.

Water Improvements

The water distribution system portion of the Initial Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Initial Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements have been constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Initial 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 – Initial Major Improvements**

| Authorized Improvements | Total Initial Major Improvement Costs | Initial Major Improvements Allocated to the Mixed-Use Parcels[1] | Initial Major Improvements Cost Allocated to Assessed Property | Initial Major Improvements Allocated to Phase #1[2] | Initial Major Improvements Allocated to Phase #2[2] | Initial Major Improvements Allocated to MIA[2] |
|---|---|---|---|---|---|---|
| Roadway improvements | $506,000 | $7,135 | $498,865 | $46,604 | $87,438 | $364,823 |
| Water improvements | $131,000 | $0 | $131,000 | $12,238 | $22,961 | $95,801 |
| Sanitary sewer improvements | $395,000 | $0 | $395,000 | $36,901 | $69,233 | $288,866 |
| Soft and miscellaneous costs | $447,566 | $0 | $447,566 | $41,812 | $78,447 | $327,308 |
| **Total** | **$1,479,566** | **$7,135** | **$1,472,431** | **$137,554** | **$258,079** | **$1,076,798** |

Note: Costs provided by Dowdey, Anderson & Associates, Inc. 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 Initial Major Improvement amount does not change.
1 – Allocation of the Initial Major Improvements to the Mixed-Use Parcels is based on an engineer's allocation as described in Section V.C and shown in Table V-A.1 and Table V-A.2. The engineer's allocation is further described in Appendix B. The costs of the Initial Major Improvements allocated to the Mixed-Use Parcels will be paid by the Developer without reimbursement.
2 - Allocation of Initial Major Improvements to Phase #1, Phase #2, and the Major Improvement Area is based on the methodologies described in Section V.C and shown in Table V-C.

## C. DESCRIPTIONS AND COSTS OF ADDITIONAL MAJOR IMPROVEMENTS

Construction of the Additional Major Improvements that benefit all of the Assessed Property within the PID is currently planned to occur as Future Phases are developed; and such construction commenced in the 2nd quarter of 2023 and is expected to be completed in 2029. Although subject to change, current plans anticipate that the Additional Major Improvements will be constructed in Phases as shown in Appendix B and depicted in Appendix D. The Budgeted Costs of the Additional Major Improvements are allocated proportionally throughout the entire PID, excluding Non-Benefited Property, in a manner that anticipates planned development of the PID based on the anticipated number of Equivalent Units. Each of Phase #1, Phase #2, the Major Improvement Area, and the Mixed-Use Parcels will be proportionally allocated the Budgeted Costs of the Additional Major Improvements, as shown in Table III-B. The Developer will pay the pro-rata portion of the Budgeted Costs of the Additional Major Improvements allocated to the Mixed-Use Parcels 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 and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Additional Major Improvements follows:

Roadway Improvements

The roadway portion of the Additional Major Improvements includes clearing, grubbing, excavation of streets and right of ways, construction of lime treated subgrade and reinforced concrete street pavements, deceleration lanes, turn lanes, sidewalks, streetlights and appurtenances thereto. The roadway improvements include an allocable share of perimeter road improvements. The roadway improvements will be constructed according to City standards.

Water Improvements

The water distribution system portion of the Additional Major Improvements includes water mains of various diameters, generally 8-12 inches, that are generally polyvinyl chloride (PVC) pipe, matching gate valves and boxes, fire hydrants, tapping sleeves, service lines, and other water line appurtenances. The water distribution system improvements will be constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Additional Major Improvements includes sanitary sewer mains of various diameters, which are PVC pipe, manholes, service lines, clean-outs, and other sewer main appurtenances. The sanitary sewer collection system improvements will be constructed according to City standards.

Storm Drainage Improvements

The storm drainage collection system portion of the Additional Major Improvements includes pre-development erosion control, excavation of detention facilities, retaining walls, silt fences, rock check dams, sedimentation basins and drainage structures, various size reinforced concrete pipes, curb inlets, pre-cast headwalls, detention structures, and trench safety. The storm drainage collection system improvements will be constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Additional 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.

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## Table III-B
## Budgeted Costs – Additional Major Improvements

| Authorized Improvements | Original Total Additional Major Improvement Costs | Budget Revisions | Revised Total Additional Major Improvement Costs | Additional Major Improvements Allocated to the Mixed-Use Parcels[1] | Initial Major Improvements Cost Allocated to Assessed Property | Initial Major Improvements Cost Allocated to Assessed Property[2] | Initial Major Improvements Cost Allocated to Assessed Property[2] | Additional Major Improvements Allocated to MIA[2] |
|---|---|---|---|---|---|---|---|---|
| Road improvements | $6,555,000 | $2,430,364 | $8,985,364 | $126,694 | $8,858,670 | $827,576 | $1,552,695 | $6,478,399 |
| Water improvements | $2,045,000 | $652,431 | $2,697,431 | $0 | $2,697,431 | $251,994 | $472,790 | $1,972,648 |
| Sanitary sewer improvements | $1,425,000 | $150,555 | $1,575,555 | $0 | $1,575,555 | $147,188 | $276,154 | $1,152,213 |
| Storm drainage improvements | $8,614,300 | ($1,263,656) | $7,350,644 | $0 | $7,350,644 | $686,697 | $1,288,377 | $5,375,570 |
| Soft and miscellaneous costs | $6,540,236 | ($3,425,796) | $3,114,440 | $0 | $3,114,440 | $290,951 | $545,881 | $2,277,609 |
| **Total** | **$25,179,536** | **($1,456,102)** | **$23,723,434** | **$126,694** | **$23,596,741** | **$2,204,406** | **$4,135,897** | **$17,256,437** |

Note: Costs provided by Dowdey, Anderson & Associates, Inc. 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 Additional Major Improvements amount does not change.

1 – Allocation of the Additional Major Improvements to the Mixed-Use Parcels is based on an engineer's allocation as described in Section V.C and shown in Table V-B. The engineer's allocation is further described in Appendix B. The costs of the Initial Major Improvements allocated to the Mixed-Use Parcels will be paid by the Developer without reimbursement.

2 - Allocation of Additional Major Improvements to Phase #1, Phase #2, and the Major Improvement Area is based on the methodologies described in Section V.C and shown in Table V-C.

### D. DESCRIPTIONS AND COSTS OF PHASE #1 IMPROVEMENTS

The construction of the Phase #1 Improvements that benefit the Phase #1 Assessed Property commenced in May 2022 and the Phase #1 Improvements were completed and accepted by the City on June 8, 2023. The Phase #1 Improvements descriptions are presented below as provided by the project engineer. The Phase #1 Projects include Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phase #1 Improvements. The Budgeted Costs of the Phase #1 Projects are shown in Table III-C and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #1 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #1 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #1 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devises. The Phase #1 roadway improvements include an allocable share of perimeter road improvements. The Phase #1 roadway improvements have been constructed according to City standards.

Water Improvements

The water distribution system portion of the Phase #1 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #1 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #1 Improvements includes PVC pipes, manholes, service lines, PSI concrete encasements, and trench safety. The Phase #1 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #1 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s, curb inlets, pre-cast headwalls, detention structures, and trench safety. The Phase #1 storm drainage collection system improvements have been constructed according to City standards.

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-C**
**Budgeted Costs – Phase #1 Projects**

| Authorized Improvements | Phase #1 Improvements[1] | Proportional Share of Initial Major Improvements[1,2] | Proportional Share of Additional Major Improvements[2] | Total Phase #1 Projects |
|---|---|---|---|---|
| Road improvements | $1,561,000 | $46,604 | $827,576 | $2,435,180 |
| Water improvements | $658,000 | $12,238 | $251,994 | $922,232 |
| Sanitary sewer improvements | $593,000 | $36,901 | $147,188 | $777,089 |
| Storm drainage improvements | $741,000 | $0 | $686,697 | $1,427,697 |
| Soft and miscellaneous costs | $1,220,093 | $41,812 | $290,951 | $1,552,855 |
| **Total** | **$4,773,093** | **$137,554** | **$2,204,406** | **$7,115,053** |

Note: Costs provided by Dowdey, Anderson & Associates, Inc. The figures shown in Table III-C may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Phase #1 Projects amount does not change.
[1]The Phase #1 Improvements and the proportional share of the Initial Major Improvements are referred to collectively as the Phase #1 Initial Projects.
[2]See Table III-A and Table III-B. The Initial Major Improvements allocated to Phase #1 are reimbursable as a portion of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects). The Additional Major Improvements allocated to Phase #1 are reimbursable as the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).

## E. DESCRIPTIONS AND COSTS OF PHASE #2 IMPROVEMENTS

The construction of the Phase #2 Improvements that benefit the Phase #1 Assessed Property commenced in the first quarter of 2024 and is anticipated to be completed by the end of the second quarter of 2025. The Phase #2 Improvements descriptions are presented below as provided by the project engineer. The Phase #2 Projects include Phase #2's proportionate share of the Budgeted Costs of the Initial Major Improvements, the proportionate share of the Budgeted Costs of the Additional Major Improvements, and the Budgeted Costs of the Phase #2 Improvements. The Budgeted Costs of the Phase #2 Projects are shown in Table III-D and may be revised in Annual Service Plan Updates, including such other improvements as deemed necessary to further improve the properties within the PID.

A description of the Phase #2 Improvements are as follows, and a description of the Initial Major Improvements and the Additional Major Improvements that are a portion of the Phase #2 Projects can be found in Section III.B and Section III.C, respectively.

Roadway Improvements

The roadway portion of the Phase #2 Improvements includes clearing, grubbing, excavation of streets and right of ways, construction entrance, lime treated subgrade and reinforced concrete street pavements, removal of existing curb, sidewalks, retaining walls, signage and traffic control devises. The Phase #2 roadway improvements include an allocable share of perimeter road improvements. The Phase #2 roadway improvements have been constructed according to City standards.

Water Improvements

The water distribution system portion of the Phase #2 Improvements include PVC waterlines, various gate valves and boxes, fire hydrants, and tapping sleeves. The Phase #2 water distribution system improvements have been constructed according to City standards.

Sanitary Sewer Improvements

The sanitary sewer collection system portion of the Phase #2 Improvements includes PVC pipes, manholes, service lines, concrete encasements, and trench safety. The Phase #2 sanitary sewer collection system improvements have been constructed according to City standards.

Storm Drainage Improvements

The storm drainage collection system portion of the Phase #2 Improvements includes pre and post development erosion control, silt fences, rock check dams, sedimentation basins and drainage structures, various size R.C.B.s and R.C.P.s, curb inlets, pre-cast headwalls, detention structures, and trench safety. The Phase #2 storm drainage collection system improvements have been constructed according to City standards.

Soft and Miscellaneous Costs

Soft and miscellaneous costs include costs related to designing, constructing, and installing the Phase #2 Improvements including land planning and design, City fees, legal fees, engineering, soil testing, survey and construction management, and contingency.

**Table III-D**
**Budgeted Costs – Phase #2 Projects**

| Authorized Improvements | Phase #2 Improvements[1] | Proportional Share of Initial Major Improvements[1,2] | Proportional Share of Additional Major Improvements[2] | Total Phase #2 Projects |
|---|---|---|---|---|
| Road improvements | $5,409,683 | $87,438 | $1,552,695 | $7,049,817 |
| Water improvements | $1,963,890 | $22,961 | $472,790 | $2,459,640 |
| Sanitary sewer improvements | $1,385,720 | $69,233 | $276,154 | $1,731,107 |
| Storm drainage improvements | $2,454,513 | $0 | $1,288,377 | $3,742,890 |
| Soft and miscellaneous costs | $1,810,582 | $78,447 | $545,881 | $2,434,909 |
| **Total** | **$13,024,387** | **$258,079** | **$4,135,897** | **$17,418,364** |

Note: Costs provided by Dowdey, Anderson & Associates, Inc. The figures shown in Table III-D may be revised in Annual Service Plan Updates and may be reallocated between line items so long as the total Phase #2 Projects amount does not change.
[1]The Phase #2 Improvements and the proportional share of the Initial Major Improvements are referred to collectively as the Phase #2 Initial Projects.
[2]See Table III-A and Table III-B. The Initial Major Improvements allocated to Phase #2 are reimbursable as a portion of the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects). The Additional Major Improvements allocated to Phase #2 are reimbursable as a portion of the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

## F. Future Phases and Future Major Improvements

As Future Phases are developed, additional Bonds may be issued and/or obligations may be incurred under the Reimbursement Agreement to finance Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Assessed Property within the PID and that will be constructed with the development of Phases #5 and #6 (e.g. a Table III-E will be added to show the costs for the specific Authorized Improvements financed within the specific Phase being developed or the tables above will be updated to reflect the allocation of the costs of the Future Major Improvements, as applicable.) for each Future Phase. As Bonds are issued and/or obligations are 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 benefit each Future Phase.

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# IV. SERVICE PLAN

## A. PROJECTED SOURCES AND USES OF FUNDS

The PID Act requires the service plan to cover a period of at least five years. The service plan is required to define the annual projected costs and indebtedness for the Authorized Improvements undertaken within the PID during the five-year period. Construction of the Phase #1 Improvements and the Initial Major Improvements commenced in May 2022, and were accepted by the City on June 8, 2023. Construction of the Additional Major Improvements commenced in 2nd quarter of 2023 and is expected to be completed in 2029. Construction of the Phase #2 Improvements commenced in the first quarter of 2024 and is expected to be complete in the 2nd quarter of 2025.

The original Budgeted Costs for the Phase #1 Initial Projects (consisting of Phase #1 Improvements and Phase #1's pro rata portion of Initial Major Improvements) and Phase #1 Additional Major Improvements (consisting of Phase #1's pro rata portion of Additional Major Improvements), and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID was $7,302,002 as shown in Table IV-A.1. The revised Budget Costs for the Phase #1 Initial Projects and Phase #1 Additional Major Improvements is $7,160,053.

The Budgeted Costs for the Phase #2 Initial Projects (consisting of Phase #2 Improvements and Phase #2's pro rata portion of Initial Major Improvements), and Phase #2 Additional Major Improvements (consisting of Phase #2's pro rata portion of Additional Major Improvements), and payment of its allocated portion of the expenses incurred in the establishment, administration and operation of the PID is $17,468,364 as shown in Table IV-B. The service plan shall be reviewed and updated at least annually for the purpose of determining the annual budget for Administrative Expenses, updating the estimated Authorized Improvement costs, and updating the Assessment Rolls. Any update to this Service and Assessment Plan is herein referred to as an "Annual Service Plan Update."

The total original Budgeted Costs for the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels was $99,560 as shown in Section V.C. The revised Budgeted Costs for the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels is $126,694. This amount will be paid by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement, and the Mixed-Use Parcels will not be assessed. The property within Phase #1 and the Major Improvement Area is not assessed for any portion of costs allocated to the Mixed-Use Parcels based on the benefit to the Mixed-Use Parcels from the Initial Major Improvements and Additional Major Improvements.

As Future Phases are developed and/or the Future Major Improvements are constructed, this Service and Assessment Plan will be amended to provide updated information on the Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the

property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID (e.g. a table will be added for Phase #3, etc.).

*Phase #1*

Table IV-A.1 shows the original projected sources and uses of: (i) the Phase #1 Initial Projects (consisting of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements), and (ii) the Phase #1 Additional Major Improvements (consisting of Phase #1's pro-rata share of the costs of the Additional Major Improvements), as well as other costs related to the levy of assessments against property within Phase #1. Tables included in this Section may be rounded to the nearest whole dollar.

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**Table IV-A.1**
**Projected Sources and Uses – Phase #1 - Original**

| Sources of Funds | Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) | Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) | Total |
|---|---|---|---|
| Assessment amount | $4,945,798 | $1,760,000 | $6,705,798 |
| Other funding sources | $0 | $596,204 | $596,204 |
| **Total Sources** | $4,945,798 | $2,356,204 | $7,302,002 |
| | | | |
| **Uses of Funds** | | | |
| Initial Major Improvements[1]: | | | |
| Roadway improvements | $46,655 | $0 | $46,655 |
| Water improvements | $12,251 | $0 | $12,251 |
| Sanitary sewer improvements | $36,941 | $0 | $36,941 |
| Soft and miscellaneous costs | $41,857 | $0 | $41,857 |
| *Subtotal* | *$137,705* | *$0* | *$137,705* |
| | | | |
| Additional Major Improvements[1]: | | | |
| Roadway improvements | $0 | $604,395 | $604,395 |
| Water improvements | $0 | $191,253 | $191,253 |
| Sanitary sewer improvements | $0 | $133,269 | $133,269 |
| Storm drainage improvements | $0 | $805,629 | $805,629 |
| Soft and miscellaneous costs | $0 | $611,658 | $611,658 |
| *Subtotal* | *$0* | *$2,346,204* | *$2,346,204* |
| | | | |
| Phase #1 Improvements[1]: | | | |
| Roadway improvements | $1,561,000 | $0 | $1,561,000 |
| Water improvements | $658,000 | $0 | $658,000 |
| Sanitary sewer improvements | $593,000 | $0 | $593,000 |
| Storm drainage improvements | $741,000 | $0 | $741,000 |
| Soft and miscellaneous costs | $1,220,093 | $0 | $1,220,093 |
| *Subtotal* | *$4,773,093* | *$0* | *$4,773,093* |
| | | | |
| Other Assessment Levy Costs: | | | |
| First year Administrative Expenses | $35,000 | $10,000 | $45,000 |
| *Subtotal* | *$35,000* | *$10,000* | *$45,000* |
| **Total Uses** | **$4,945,798** | **$2,356,204** | **$7,302,002** |

[1]See Table III-C for details.

Table IV-A.2 shows the revised projected sources and uses of: (i) the Phase #1 Initial Projects (consisting of the Phase #1 Improvements and Phase #1's pro-rata share of the costs of the Initial Major Improvements), and (ii) the Phase #1 Additional Major Improvements (consisting of Phase #1's pro-rata share of the costs of the Additional Major Improvements), as well as other costs related to the levy of assessments against property within Phase #1. Tables included in this Section may be rounded to the nearest whole dollar.

**Table IV-A.2**
**Projected Sources and Uses – Phase #1 - Revised**

| Sources of Funds | Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) | Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) | Total |
|---|---|---|---|
| Assessment amount | $4,945,647 | $1,760,000 | $6,705,647 |
| Other funding sources | $0 | $454,406 | $454,406 |
| **Total Sources** | $4,945,647 | $2,214,406 | $7,160,053 |
| | | | |
| **Uses of Funds** | | | |
| Initial Major Improvements[1]: | | | |
| Roadway improvements | $46,604 | $0 | $46,604 |
| Water improvements | $12,238 | $0 | $12,238 |
| Sanitary sewer improvements | $36,901 | $0 | $36,901 |
| Soft and miscellaneous costs | $41,812 | $0 | $41,812 |
| *Subtotal* | *$137,554* | *$0* | *$137,554* |
| | | | |
| Additional Major Improvements[1]: | | | |
| Roadway improvements | $0 | $827,576 | $827,576 |
| Water improvements | $0 | $251,994 | $251,994 |
| Sanitary sewer improvements | $0 | $147,188 | $147,188 |
| Storm drainage improvements | $0 | $686,697 | $686,697 |
| Soft and miscellaneous costs | $0 | $290,951 | $290,951 |
| *Subtotal* | *$0* | *$2,204,406* | *$2,204,406* |
| | | | |
| Phase #1 Improvements[1]: | | *$0* | *$0* |
| Roadway improvements | $1,561,000 | $0 | $1,561,000 |
| Water improvements | $658,000 | $0 | $658,000 |
| Sanitary sewer improvements | $593,000 | $0 | $593,000 |
| Storm drainage improvements | $741,000 | $0 | $741,000 |
| Soft and miscellaneous costs | $1,220,093 | $0 | $1,220,093 |
| *Subtotal* | *$4,773,093* | *$0* | *$4,773,093* |
| | | | |
| Other Assessment Levy Costs: | | | |
| First year Administrative Expenses | $35,000 | $10,000 | $45,000 |
| *Subtotal* | *$35,000* | *$10,000* | *$45,000* |
| **Total Uses** | **$4,945,647** | **$2,214,406** | **$7,160,053** |

[1]See Table III-C for details.

The Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) are obligations of the City under the Reimbursement Agreement payable solely from applicable Phase #1 Assessment Revenues in accordance with the Reimbursement Agreement, the PID Statute and this Service and Assessment Plan.

*Phase #2*

Table IV-B shows the projected sources and uses of: (i) the Phase #2 Initial Projects (consisting of the Phase #2 Improvements and Phase #2's pro-rata share of the costs of the Initial Major Improvements), and (ii) the Phase #2 Additional Major Improvements (consisting of Phase #2's pro-rata share of the costs of the Additional Major Improvements), as well as other costs related to the levy of assessments against property within Phase #2. Tables included in this Section may be rounded to the nearest whole dollar.

**Table IV-B**
**Projected Sources and Uses – Phase #2**

| Sources of Funds | Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) | Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) | Total |
|---|---|---|---|
| Assessment amount | $13,317,466 | $2,548,247 | $15,865,713 |
| Other funding sources | $0 | $1,602,650 | $1,602,650 |
| **Total Sources** | $13,317,466 | $4,150,897 | $17,468,364 |
| | | | |
| **Uses of Funds** | | | |
| Initial Major Improvements[1]: | | | |
| Roadway improvements | $87,438 | $0 | $87,438 |
| Water improvements | $22,961 | $0 | $22,961 |
| Sanitary sewer improvements | $69,233 | $0 | $69,233 |
| Soft and miscellaneous costs | $78,447 | $0 | $78,447 |
| *Subtotal* | *$258,079* | *$0* | *$258,079* |
| | | | |
| Additional Major Improvements[1]: | | | |
| Roadway improvements | $0 | $1,552,695 | $1,552,695 |
| Water improvements | $0 | $472,790 | $472,790 |
| Sanitary sewer improvements | $0 | $276,154 | $276,154 |
| Storm drainage improvements | $0 | $1,288,377 | $1,288,377 |
| Soft and miscellaneous costs | $0 | $545,881 | $545,881 |
| *Subtotal* | *$0* | *$4,135,897* | *$4,135,897* |
| | | | |
| Phase #2 Improvements[1]: | | | |
| Roadway improvements | $5,409,683 | $0 | $5,409,683 |
| Water improvements | $1,963,890 | $0 | $1,963,890 |
| Sanitary sewer improvements | $1,385,720 | $0 | $1,385,720 |
| Storm drainage improvements | $2,454,513 | $0 | $2,454,513 |
| Soft and miscellaneous costs | $1,810,582 | $0 | $1,810,582 |
| *Subtotal* | *$13,024,387* | *$0* | *$13,024,387* |
| | | | |
| Other Assessment Levy Costs: | | | |
| First year Administrative Expenses | $35,000 | $15,000 | $50,000 |
| *Subtotal* | *$35,000* | *$15,000* | *$50,000* |
| Total Uses | **$13,317,466** | **$4,150,897** | **$17,468,364** |

[1]See Table III-D for details.

The Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) and the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements are obligations of the City under the Reimbursement Agreement payable solely from applicable Phase #2 Assessment Revenues in accordance with the Reimbursement Agreement, the PID Statute and this Service and Assessment Plan.

## B. PROJECTED FIVE YEAR SERVICE PLAN

*Phase #1*

The annual projected costs and annual projected indebtedness for Phase #1 is shown by Table IV-C. The annual projected costs and indebtedness is subject to revision, and each shall be updated in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**Table IV-C**
**Annual Projected Costs and Annual Projected Indebtedness – Phase #1**

| Year | Annual Projected Cost | Annual Projected Indebtedness | Other Funding Sources | Projected Phase #1 Annual Installments |
|---|---|---|---|---|
| 1-3 | $5,388,529 | $0 | $0 | $2,050,235 |
| 4 | $442,881 | $6,705,647 | $0 | $684,881 |
| 5 | $442,881 | $0 | $90,881 | $685,646 |
| 6 | $442,881 | $0 | $90,881 | $616,432 |
| 7 | $442,881 | $0 | $90,881 | $615,556 |
| 8 | $0 | $0 | $90,881 | $614,673 |
| 9 | $0 | $0 | $90,881 | $613,781 |
| 10 | $0 | $0 | $0 | $612,878 |
| **Total** | **$7,160,053** | **$6,705,647** | **$454,406** | **$6,494,081** |

[1]Annual projected indebtedness represents the total assessment levied on the property.
[2]Annual projected costs represent 75% of the Budgeted Costs of the Phase #1 Initial Projects in year 1, 25% of the Budgeted Costs of the Phase #1 Initial Projects in year 2, and 20% of the Budgeted Costs of the Phase #1 Additional Major Improvements in each of years 3 through 7.

The annual projected costs shown in Table IV-C are the annual expenditures relating to the Phase #1 Projects shown in Table III-C and the costs associated with setting up the PID shown in Table IV-A.1. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

*Phase #2*

The annual projected costs and annual projected indebtedness for Phase #2 is shown by Table IV-D. The annual projected costs and indebtedness are subject to revision, and each shall be updated

in the Annual Service Plan Update to reflect any changes in the costs or indebtedness expected for each year.

**Table IV-D**
**Annual Projected Costs and Annual Projected Indebtedness – Phase #2**

| Year | Annual Projected Cost[1] | Annual Projected Indebtedness[2] | Other Funding Sources | Projected Phase #2 Annual Installments |
|---|---|---|---|---|
| 1 | $13,317,466 | $15,865,713 | $0 | $1,160,961 |
| 2 | $1,037,724 | $0 | $0 | $1,161,108 |
| 3 | $1,037,724 | $0 | $0 | $1,160,610 |
| 4 | $1,037,724 | $0 | $564,926 | $1,160,468 |
| 5 | $1,037,724 | $0 | $1,037,724 | $1,159,627 |
| 6 | $0 | $0 | $0 | $1,160,086 |
| 7 | $0 | $0 | $0 | $1,159,737 |
| 8 | $0 | $0 | $0 | $1,159,578 |
| **Total** | **$17,468,364** | **$15,865,713** | **$1,602,650** | **$9,282,174** |

[1]Annual projected costs represent 100% of the Budgeted Costs of the Phase #2 Initial Projects in year 1, and 20% of the Budgeted Costs of the Phase #2 Additional Major Improvements in years 2 through 5.
[2]Annual projected indebtedness represents the total assessment levied on the property.

The annual projected costs shown in Table IV-D are the annual expenditures relating to the Phase #2 Projects shown in Table III-D and the costs associated with setting up the PID shown in Table IV-B. The difference between the total projected cost and the total projected indebtedness, if any, is the amount contributed by the Developer.

*Future Phases*

As Future Phases are developed Table IV-E 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 financing of Authorized Improvements for the benefit of Assessed Property within the PID anticipates a series of bond financings and/or obligations under the Reimbursement Agreement that are intended to finance and/or reimburse the costs of the public infrastructure required for the development of property within the PID. This financing will necessarily be undertaken in phases to coincide with the private investment and development of the Authorized Improvements. In addition to the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements), the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) and the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements), 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 levying Assessments for the purpose of securing PID Bonds and/or obligations under the Reimbursement Agreement in phases is to mirror the actual private development of the Authorized Improvements. PID Bonds, if and when issued are most prudently and efficiently utilized when directly coinciding with construction of public infrastructure needed for private development that is to occur once the infrastructure is completed; it is most effective to issue the Bonds when the infrastructure is needed, not before. Furthermore, there is no economic advantage, and several disadvantages, to issuing debt and encumbering property within the PID prior to the need for the Authorized Improvements.

For purposes of this Service and Assessment Plan, the City Council has determined that the costs of the Major Improvement Area Projects, Phase #1 Projects, and Phase #2 Projects shall be allocated as described below:

1. The costs of the Phase #1 Projects 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 Initial Major Improvements and Additional Major Improvements are first proportionally allocated to the Mixed-Use Parcels based on an engineer's allocation as allocation as described in Section V.C and shown in Table V-A, Table V-B, and Table V-C and further described in Appendix B. The Actual Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer in lieu of assessments being levied against this property for the benefit it receives, without reimbursement and will not be levied against the Mixed-Use Parcels. The remaining costs of the Initial Major Improvements and Additional Major Improvements will be allocated to the Phase #1 Assessed Property, Phase #2 Assessed Property, and the Major Improvement Area based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property, Phase #2 Assessed Property, and the Major Improvement Area. Assessments relating to the pro-rata share of the Initial Major Improvements and Additional Major Improvements allocated to Future Phases are anticipated to be levied with the development of such Future Phase.

3. The costs of the Phase #2 Projects that only benefit Phase #2 shall be allocated to Phase #2 Assessed Property on the basis of Equivalent Units calculated using the average home price of each Lot Type once such property is developed, and that such method of allocation will result in the imposition of equal shares of the costs of the Authorized Improvements to Parcels similarly benefited.

Table V-A, Table V-B, and Table-V-C provides the estimated allocation of costs of the Authorized Improvements constituting Initial Major Improvements and the estimated allocation of costs of the Authorized Improvements constituting Additional Major Improvements.

At this time, it is impossible to determine with absolute certainty the amount of special benefit each Parcel within the Future Phases will receive from the Authorized Improvements that will benefit each individual Future Phase or from Future Major Improvements, if any, and that are to be financed with Bonds and/or future obligations under the Reimbursement Agreement. Therefore, Parcels will only be assessed for the special benefits conferred upon the Parcel at this time because of the Initial Major Improvements, the Additional Major Improvements, the Phase #1 Improvements, and Phase #2 Improvements, as applicable.

In connection with the issuance of future Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated to reflect the special benefit each Parcel of Assessed Property within the Future Phases receives from the specific Authorized Improvements funded with the issuance such Bonds and/or future obligations under the Reimbursement Agreements. Prior to assessing Parcels located within Future Phases in connection with issuance of Phased PID Bonds, each owner of the Parcels to be assessed must acknowledge that the Authorized Improvements to be financed confer a special benefit on their Parcel and must consent to the imposition of the Assessments to pay for the Actual Costs of such Authorized Improvements.

This section of this Service and Assessment Plan currently (i) describes the special benefit received by each Parcel within the PID as a result of the Initial Major Improvements, Additional Major Improvements, Phase #1 Improvements, and Phase #2 Improvements, as applicable, (ii) provides the basis and justification for the determination that the portion of this special benefit allocated to Phase #1 and Phase #2 exceeds the amount of the Assessments levied or to be levied on the Phase #1 Assessed Property and Phase #2 Assessed Property, respectively, and (iii) establishes the methodologies by which the City Council allocates and reallocates the special benefit of the Initial Major Improvements, the Additional Major Improvements, Phase #1 Improvements, and Phase #2 Improvements, as applicable, to Parcels in a manner that results in equal shares of the Actual Costs of such improvements being apportioned to Parcels similarly benefited. The determination by the City Council of the assessment methodologies set forth below is the result of the discretionary exercise by the City Council of its legislative authority and governmental powers and is conclusive and binding on the Developer and all future owners and developers of the Assessed Property.

As Future Phases are developed or Future Major Improvements are constructed, in connection with the issuance of Bonds and/or future obligations under the Reimbursement Agreement, this Service and Assessment Plan will be updated based on the City's determination of the assessment methodology for each Future Phases.

## 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.2 and Table IV-B are authorized by the PID Act. These Authorized Improvements are provided specifically for the benefit of the Assessed Property.

Each owner of the Assessed Property has acknowledged that the Authorized Improvements confer a special benefit on the Assessed Property and has consented to the imposition of the Assessments to pay for the Actual Costs associated therewith. Each of the owners is acting in its interest in consenting to this apportionment and levying of the Assessments because the special benefit conferred upon the Assessed Property by the Authorized Improvements exceeds the amount of the Assessments.

The Authorized Improvements provide a special benefit to the Assessed Property as a result of the close proximity of these improvements to the Assessed Property and the specific purpose of these improvements of providing infrastructure for the Assessed Property. In other words, the Assessed Property could not be used in the manner proposed without the construction of the Authorized Improvements. The Authorized Improvements are being provided specifically to meet the needs of the Assessed Property as required for the proposed use of the property.

The Assessments are being levied to provide the Authorized Improvements that are required for the highest and best use of the Assessed Property (i.e., the use of the property that is most valuable,

including any costs associated with that use). Highest and best use can be defined as "the reasonably probable and legal use of property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." (*Dictionary of Real Estate Appraisal, Third Edition*.) The Authorized Improvements are expected to be required for the proposed use of the Assessed Property to be physically possible, appropriately supported, financially feasible, and maximally productive.

The Developer has evaluated the potential use of the property and has determined that the highest and best use of the property is the use intended and the legal use for the property as described in Section II of this Service and Assessment Plan. The use of the Assessed Property as described herein will require the construction of the Authorized Improvements.

The Assessments will repay financing that is on advantageous terms, as the Bonds which 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 Mixed-Use Parcels and Assessed Property

The Initial Major Improvements and Additional Major Improvements will provide a special benefit to all property in the PID except for the Non-Benefitted Property. Accordingly, the Actual Costs of the Initial Major Improvements and Additional Major Improvements must be allocated to all benefitted property within the PID. As described in Appendix B, the Mixed-Use Parcels receive approximately 1.41 percent of the special benefit from the roadway improvements included as part of the Initial Major Improvements and the Additional Major Improvements. As a result, the roadway improvements portion of Initial Major Improvements and Additional Major Improvements are first proportionally allocated to the Mixed-Use Parcels based on an engineer's allocation described in Appendix B. As shown in Table V-A, Table V-B, and Table V-C herein, the proportional share of the roadway improvements portion of the Initial Major Improvements allocated to the Mixed-Use Parcels is $7,135 and the proportional share of the roadway improvements portion of the Additional Major Improvements allocated to the Mixed-Use Parcels is $126,694. According to the project engineer, Dowdey, Anderson & Associates, Inc., the water improvements, sanitary sewer improvements, storm drainage improvements, and other soft and miscellaneous costs portion of the Initial Major Improvements and Additional Major Improvements, as applicable, do not provide a special benefit to the Mixed-Use Parcels and are, therefore, not allocable to the Mixed-Use Parcels. As shown in Appendix B, the total proportional share of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcel is $133,828 (i.e. $7,135 + $126,694 = $133,828). The Actual Costs of the Initial Major Improvements and Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement in lieu of assessments being levied against this property for the benefit it receives and will not be levied against the Mixed-Use Parcels. The remaining costs of the Initial Major Improvements ($1,472,431) and Additional Major Improvements ($23,596,741) will be allocated to the Phase #1 Assessed Property, Phase #2 Assessed Property and the Major Improvement Area based on estimated Equivalent Units calculated using the average home price for the Phase #1 Assessed Property, Phase #2 Assessed Property, and the Major Improvement Area.

Table V-A summarizes the allocation of Budgeted Costs of the Initial Major Improvements allocable to the Mixed-use Parcels and Assessed Property. 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.

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**Table V-A**
**Allocation of Initial Major Improvements to the Mixed-Use Parcel and Assessed Property**

| | | Mixed-Use Parcels | | Assessed Property | |
|---|---|---|---|---|---|
| **Authorized Improvement** | **Total Costs** | **% Allocation[1]** | **Share of Costs[2]** | **% Allocation** | **Share of Costs** |
| Roadway improvements | $506,000 | 1.41% | $7,135 | 98.59% | $498,865 |
| Water improvements | $131,000 | 0.00% | $0 | 100.00% | $131,000 |
| Sanitary sewer improvements | $395,000 | 0.00% | $0 | 100.00% | $395,000 |
| Storm drainage improvements | $447,566 | 0.00% | $0 | 100.00% | $447,566 |
| **Total** | **$1,479,566** | | **$7,135** | | **$1,472,431** |

[1]Based on the engineer's allocation described in Appendix B.
[2]The Actual Costs of the Initial Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement.

Table V-B.1 summarizes the allocation of original Budgeted Costs of the Additional Major allocable to the Mixed-Use Parcels and Assessed Property. The original Budgeted Costs shown in Table V-B.1 were estimates and were revised in Annual Service Plan Updates, but the related Assessment may not be increased.

**Table V-B**
**Allocation of Additional Major Improvements to the Mixed-Use Parcel and Assessed Property**

| | | Mixed-Use Parcel | | Assessed Property | |
|---|---|---|---|---|---|
| **Authorized Improvement** | **Total Costs** | **% Allocation[1]** | **Share of Costs[2]** | **% Allocation** | **Share of Costs** |
| Roadway improvements | $8,985,364 | 1.41% | $126,694 | 98.59% | $8,858,670 |
| Water improvements | $2,697,431 | 0.00% | $0 | 100.00% | $2,697,431 |
| Sanitary sewer improvements | $1,575,555 | 0.00% | $0 | 100.00% | $1,575,555 |
| Storm drainage improvements | $7,350,644 | 0.00% | $0 | 100.00% | $7,350,644 |
| Other soft and miscellaneous costs | $3,114,440 | 0.00% | $0 | 100.00% | $3,114,440 |
| **Total** | **$23,723,434** | | **$126,694** | | **$23,596,741** |

[1]Based on the engineer's allocation described in Appendix B.
[2] The Actual Costs of the Additional Major Improvements allocated to the Mixed-Use Parcels will be paid entirely by the Developer without reimbursement.

Table V-C summarizes the allocation of Budgeted Costs of the remaining Initial Major Improvements and Additional Major Improvements, net of any allocation to the Mixed-Use Parcels, allocable to the Phase #1 Assessed Property and the Major Improvement Area. The Budgeted Costs shown in Table V-C 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 152 residential units. As shown in Appendix F, the total Equivalent Units for Phase #1 is calculated as 102.42. The Major Improvement Area is projected to contain 1,285 residential units resulting in a total of 993.92 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in the PID is, therefore, calculated to be 1,096.34 (i.e., 102.42 + 993.92 = 1,096.34). As a result, 9.34 percent of the Budgeted Costs of the net Initial Major Improvements and Additional Major Improvements (i.e. 102.42 ÷ 1,096.34 = 9.34%) are allocated to the Phase #1 Assessed Property and 90.66 percent of the Budgeted Costs off the net Initial Major

Improvements and Additional Major Improvements (i.e., 102.42 ÷ 1,096.34 = 90.66%) are allocated to the Future Phases. The Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) represents Phase #1's proportionate share of the Budgeted Costs of the Initial Major Improvements and the Phase #1 Improvements. The Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) represents Phase #1's proportionate share of the Budgeted Costs of the Additional Major Improvements.

**Table V-C**
**Allocation of Initial Major Improvements and Additional Major Improvements to Phase #1 and Future Phases**

| Authorized Improvement | Initial Major Improvements allocated to Assessed Property[1] | Additional Major Improvements allocated to Assessed Property[2] |
|---|---|---|
| Roadway improvements | $498,865 | $8,858,670 |
| Water improvements | $131,000 | $2,697,431 |
| Sanitary sewer improvements | $395,000 | $1,575,555 |
| Storm drainage improvements | $447,566 | $7,350,644 |
| Other soft and miscellaneous costs | $0 | $3,114,440 |
| **Total Major Improvement Projects** | **$1,472,431** | **$23,596,741** |
| | | |
| **Phase #1** | | |
| Projected Equivalent Units | 102.42 | 102.42 |
| % of total units | 9.34% | 9.34% |
| Proportionate Share of Costs | **$137,554** | **$2,204,406** |
| | | |
| **Future Phases (Major Improvement Area)** | | |
| Projected Equivalent Units | 993.92 | 993.92 |
| % of total units | 90.66% | 90.66% |
| Proportionate Share of Costs | **$1,334,877** | **$21,392,335** |

[1]See Table V-A for allocation of Initial Major Improvements to the Mixed-Use Parcel and Assessed Property.
[2]See Table V-B for allocation of Additional Major Improvements to the Mixed-Use Parcel and Assessed Property.

As shown in Table V-C above, 90.66% of the costs of the Initial Major Improvements and Additional Major Improvements have been allocated to the Future Phases, which is composed of Phase #2 and the Future Phases. Phase #2 is projected to contain 268 residential units. As shown in Appendix F, the total Equivalent Units for Phase #2 is calculated as 192.16. The Future Phases are projected to contain 1,017 residential units resulting in a total of 801.76 Equivalent Units as shown in Appendix F. The total projected Equivalent Units in Phase #2 and the Future Phases is, therefore, calculated to be 993.92 (i.e., 192.16 + 801.76 = 993.92). As a result, 19.33% of the portion of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements allocable to the Future Phases (i.e. 192.16 ÷ 993.92 = 19.33%) are allocated to Phase #2 and 80.67% of the portion of the Budgeted Costs of the Initial Major Improvements and Additional Major Improvements (i.e. 801.76 ÷ 993.92 = 80.67%) are allocated to the Future Phases.

**Table V-D**
**Allocation of Proportional Initial Major Improvements and Additional Major Improvements Costs to Phase #2 and Future Phases**

| Authorized Improvement | Initial Major Improvements allocated to Assessed Property[1] | Additional Major Improvements allocated to Assessed Property[2] |
|---|---|---|
| Roadway improvements | $452,261 | $8,031,094 |
| Water improvements | $118,762 | $2,445,437 |
| Sanitary sewer improvements | $358,099 | $1,428,367 |
| Storm drainage improvements | $405,754 | $6,663,947 |
| Other soft and miscellaneous costs | $0 | $2,823,489 |
| **Total Major Improvement Area Projects** | **$1,334,877** | **$21,392,335** |
| | | |
| **Phase #2** | | |
| Projected Equivalent Units | 192.16 | 192.16 |
| % of total units | 19.33% | 19.33% |
| Proportionate Share of Costs | **$258,079** | **$4,135,897** |
| | | |
| **Future Phases** | | |
| Projected Equivalent Units | 801.76 | 801.76 |
| % of total units | 80.67% | 80.67% |
| Proportionate Share of Costs | **$1,076,798** | **$17,256,437** |

[1]See Table V-A for allocation of Initial Major Improvements to the Mixed-Use Parcel and Assessed Property.
[2]See Table V-B for allocation of Additional Major Improvements to the Mixed-Use Parcel and Assessed Property.

## 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 Phase #1*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #1 Projects to be financed under the Reimbursement Agreement and represented by the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) shall be allocated to the Phase #1 Assessed Property by spreading the entire respective Assessment across the Parcels of Phase #1 Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #1 Initial Projects and the Phase #1 Additional Major Improvements, as set forth in Table III-C, the City Council has determined that: (i) the benefit to

Phase #1 Assessed Property from the Phase #1 Initial Projects is at least equal to the total of the Phase #1 Assessments – Phase #1 Initial Projects; and (ii) the benefit to the Phase #1 Assessed Property from the Phase #1 Additional Major Improvements is at least equal to the total of the Phase #1 Assessments – Phase #1 Additional Major Improvements.

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 of Phase #1 Assessed Property related to the Phase #1 Initial Projects is shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects attached as Appendix G, and the Assessment and Annual Installments for each Parcel or Lot located within Phase #1 related to the Phase #1 Additional Major Improvements is shown on the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements attached as Appendix H, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

*2. Assessment Methodology for Phase #2*

For purpose of this Service and Assessment Plan, the City Council has determined that the Actual Costs of the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements to be financed under the Reimbursement Agreement and represented by the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) and the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) shall be allocated to the Phase #2 Assessed Property by spreading the entire respective Assessment across the Parcels of Phase #2 Assessed Property based on the estimated number of Equivalent Units anticipated to be developed on each Parcel.

Based on the costs of the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements, as set forth in Table III-D, the City Council has determined that: (i) the benefit to Phase #2 Assessed Property from the Phase #2 Initial Projects and Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) is at least equal to the total of the Phase #2 Assessments – Phase #2 Initial Projects; and (ii) the benefit to the Phase #2 Assessed Property from the Phase #2 Additional Major Improvements is at least equal to the total of the Phase #2 Assessments – Phase #2 Additional Major Improvements.

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 of Phase #2 Assessed Property related to the Phase #2 Initial Projects and the Phase #2 Additional Major Improvements are shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects and Phase #2 Assessment Roll – Phase #2 Additional Major Improvements attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan or the PID Act.

*3. Assessment Methodology for Future Phases*

When any given Future Phase is developed, 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 Phase #1 Assessments – Phase #1 Initial Projects and the Phase #1 Assessments - Phase #1 Additional Major Improvements have been levied on each Parcel or Lot of Phase #1 Assessed Property according to the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, attached as Appendix G and Appendix H, respectively. The Phase #2 Assessments – Phase #2 Initial Projects and the Phase #2 Assessments - Phase #2 Additional Major Improvements will be levied on each Parcel or Lot of Phase #2 Assessed Property according to the Phase #2 Assessment Roll – Phase #2 Initial Projects and the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, attached as Appendix I and Appendix J, 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 unit, leverage, and estimated tax rate equivalent calculation details.

## F. ADMINISTRATIVE EXPENSES

The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of Assessment levied against the Parcel. The Administrative Expenses shall be collected as part of and in the same manner as Annual Installments in the amounts shown on each Assessment Roll, which may be revised based on actual costs incurred in Annual Service Plan Updates.

## G. ADDITIONAL INTEREST RESERVE

Pursuant to the PID Act, the interest rate for Assessments may exceed the actual interest rate per annum paid on the related Bonds, if and when Bonds are issued, by no more than one half of one percent (0.50%) (the "Additional Interest"). The interest rate used to determine the Assessments securing any such Bonds is one half of one percent (0.50%) per annum higher than the actual rate paid on the Bonds, with the Additional Interest Component of the Annual Installments allocated to fund a reserve to be used for paying interest associated with a prepayment and to offset any

possible delinquency related costs (the "Additional Interest Reserve"). If applicable, the Additional Interest Reserve shall be funded until it reaches 5.50% of the outstanding Bonds unless otherwise stipulated in the Bond documents. Once the Additional Interest Reserve is funded in full, the City may allocate the Additional Interest Component of the Annual Installments as provided in the applicable Trust Indenture. No Additional Interest will be collected from Assessments that do not secure a series of Bonds.

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# VI. TERMS OF THE ASSESSMENTS

## A. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #1

The Annual Installments shall be collected from Phase #1 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) for the Phase #1 Initial Projects, (ii) pay principal and interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) for the Phase #1 Additional Major Improvements (iii) if and when Bonds are issued, to fund the Additional Interest Reserve(s) the Bonds as described in Section V, and (iv) to pay Administrative Expenses related to Phase #1. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

## B. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN PHASE #2

The Annual Installments shall be collected from Phase #2 Assessed Property in an amount sufficient to (i) pay principal and interest on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) for the Phase #2 Initial Projects, (ii) pay principal and interest on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) for the Phase #2 Additional Major Improvements, (ii) if and when Bonds are issued, to fund the Additional Interest Reserve(s) the Bonds as described in Section V, and (iii) to pay Administrative Expenses related to Phase #2. The Annual Installment for each Parcel shall be calculated by taking into consideration any available capitalized interest applicable to the Parcel.

## C. AMOUNT OF ASSESSMENTS AND ANNUAL INSTALLMENTS FOR PARCELS LOCATED WITHIN FUTURE PHASES

As Future Phases are developed, this Service and Assessment Plan will be amended to determine the Assessment and Annual Installments for each Assessed Property located within the Future Phases (e.g., an Appendix will be added as the Assessment Roll for Phase #3, etc.). The Assessments shall not exceed the benefit received by the Assessed Property.

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## D. REALLOCATION OF ASSESSMENTS

### 1. Subdivision

Upon the subdivision of any Parcel, the Assessment for the Parcel prior to the subdivision shall be reallocated among the new subdivided Parcels according to the following formula:

$$A = B \times (C \div D)$$

Where the terms have the following meanings:

A = the Assessment for each new subdivided Parcel
B = the Assessment for the Parcel prior to subdivision
C = the estimated number of Equivalent Units to be built on each new subdivided Parcel
D = the sum of the estimated number of Equivalent Units to be built on all of the new subdivided Parcels

The calculation of the estimated number of Equivalent Units to be built on a Parcel shall be performed by the Administrator and confirmed by the City Council based on the information available regarding the use of the Parcel. The estimate as confirmed shall be conclusive. The number of Equivalent Units to be built on a Parcel may be estimated by net land area and reasonable density ratios.

The sum of the Assessments for all newly subdivided Parcels shall equal the Assessment for the Parcel prior to subdivision. The calculation shall be made separately for each newly subdivided Parcel. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the subdivision of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

### 2. Consolidation

Upon the consolidation of two or more Parcels, the Assessment for the consolidated Parcel shall be the sum of the Assessments for the Parcels prior to consolidation. The reallocation of an Assessment for a Parcel that is a homestead under Texas law may not exceed the Assessment prior to the reallocation and to the extent the reallocation would exceed such amount, it shall be prepaid by such amount by the party requesting the consolidation of the Parcels. Any reallocation pursuant to this section shall be reflected in an Annual Service Plan Update approved by the City Council.

## E. MANDATORY PREPAYMENT OF ASSESSMENTS

1. If a Parcel subject to Assessments is transferred to a party that is exempt from the payment of the Assessment under applicable law, or if an owner causes a Parcel subject to Assessments to become Non-Benefited Property, the owner of such Parcel shall pay to the City the full

amount of the principal portion of the Assessment on such Parcel, plus all Prepayment Costs, prior to any such transfer or act.

2. If at any time the Assessment per Unit on a Parcel of the Phase #1 Assessed Property or Phase #2 Assessed Property exceeds the applicable Phase #1 Maximum Assessment Per Unit or Phase #2 Maximum Assessment Per Unit calculated in this Service and Assessment Plan as a result of any changes in land use, subdivision, consolidation or reallocation of the Assessment authorized by this Service and Assessment Plan and initiated by the owner of the Parcel, then such owner shall pay to the City prior to the recordation of the document subdividing the Parcel the amount calculated by the Administrator by which the Assessment per Unit for the Parcel exceeds the applicable Phase #1 Maximum Assessment Per Unit or Phase #2 Maximum Assessment Per Unit calculated in this Service and Assessment Plan.

3. The payments required above shall be treated the same as any Assessment that is due and owing under the PID Act, the Assessment Ordinance, and this Service and Assessment Plan, including the same lien priority, penalties, procedures, and foreclosure specified by the PID Act.

## F. REDUCTION OF ASSESSMENTS

1. If after all Authorized Improvements to be funded with a series of Bonds and/or and 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 a related reimbursement agreement. If all of the Authorized Improvements are not completed, the City may reduce the Assessments in another method if it determines such method would better reflect the benefit received by the Parcels from the Authorized Improvements completed and in accordance with the applicable Trust Indenture and/or Reimbursement Agreement.

2. If all the Authorized Improvements are not undertaken, resulting in excess Bonds proceeds being available to redeem Bonds and/or a need to reduce the obligations under 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 to the reduction in the Assessments for each Parcel such that the sum of the resulting reduced principal portion of the Bonds and/or obligations under the Reimbursement Agreement is equal to the outstanding principal amount of the Bonds and/or reimbursement agreement.

## G. PAYMENT OF ASSESSMENTS

### 1. Payment in Full

(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 and/or 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 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

*Phase #1*

Each Assessment for the Phase #1 Assessed Property shall be paid with interest based on the actual interest rate paid on either (i) the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) or (ii) the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) as shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase

#1 Assessment Roll - Phase #1 Additional Major Improvements, respectively. Interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) shall be paid based on an interest rate of 9.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment. Interest on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) shall be paid based on an interest rate of 9.03% per annum for years 1 through 5 and 6.03% per annum following the fifth Annual Installment. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the 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 4.03%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, respectively.

*Phase #2*

Each Assessment for the Phase #2 Assessed Property shall be paid with interest based on the actual interest rate paid on either (i) the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) as shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects or (ii) the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) as shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects and the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, respectively. Interest on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) shall be paid based on an estimated interest rate of 5.54% per annum for years 1 through 30. Interest on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) shall be paid based on an estimated interest rate of 5.54% per annum for years 1 through 30. Each Assessment shall be paid at a rate not to exceed five hundred basis points above the highest average index rate for tax-exempt bond reported in a daily or weekly bond index approved by the City and reported in the month prior to the 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%. Furthermore, the Annual Installments may not exceed the amounts shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects and the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, respectively.

The Annual Installments shall be reduced to equal the Actual Costs of repaying the Bonds and/or obligations under the Reimbursement Agreement and actual Administrative Expenses (as provided for in the definition of such term), taking into consideration any other available funds for these costs, such as interest income on account balances.

The City reserves and shall have the right and option to refund future Bonds and/or issue Bonds to refund obligations created under the Reimbursement Agreement in accordance with Section 372.027 of the PID Act. In the event of such refunding, the Administrator shall recalculate the Annual Installments, and if necessary, may adjust, or decrease, the amount of the Annual Installments so that total Annual Installments of Assessments will be produced in annual amounts

that are required to pay the refunding bonds when due and payable as required by and established in the ordinance and/or the indenture authorizing and securing the refunding bonds, and such refunding bonds shall constitute Bonds for purposes of this Service and Assessment Plan.

## H. COLLECTION OF ANNUAL INSTALLMENTS

No less frequently than annually, the Administrator shall prepare, and the City Council shall consider, an Annual Service Plan Update to allow for the billing and collection of Annual Installments. Each Annual Service Plan Update shall include updated Assessment Rolls and a calculation of the Annual Installment for each Parcel. Administrative Expenses shall be allocated among Parcels in proportion to the amount of the Annual Installments for the Parcels. Each Annual Installment shall be reduced by any credits applied under the applicable Trust Indenture, such as capitalized interest, interest earnings on any account balances, and any other funds available to the Trustee for such purpose, including any existing deposits 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 Assessments - Phase #1 Initial Projects shall commence upon the earlier of: (i) September 1, 2024, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #1 Initial Projects and such that upon the issuance of such Bonds, all Assessments levied for the Phase #1 Initial 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 Initial 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.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #1 Assessments - Phase #1 Additional Major Improvements shall commence upon the earlier of: (i) September 1, 2024, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for the Phase #1 Additional Major Improvements and such that upon the issuance of such Bonds, all Assessments levied for the Phase #1 Additional Major Improvements 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 Additional Major Improvements 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.

*Phase #2*

The collection of the first Annual Installment from any Lot or Parcel for the Phase #2 Assessments – Phase #2 Initial Projects shall commence upon the earlier of: (i) September 1, 2025, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #2 Initial Projects and such that upon the issuance of such Bonds, all Assessments levied for the Phase #2 Initial 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 #2 Initial Projects on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Parcel for which collection has begun shall be due by January 31st of the following calendar year.

The collection of the first Annual Installment from any Lot or Parcel for the Phase #2 Assessments – Phase #2 Additional Major Improvements shall commence upon the earlier of: (i) September 1, 2025, (ii) with tax bills sent the first October after the issuance of one or more series of Bonds for Phase #2 Additional Major Improvements and such that upon the issuance of such Bonds, all Assessments levied for the Phase #2 Additional Major Improvements 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 #2 Additional Major Improvements on the Phase #2 Assessed Property. Such first Annual Installment for a Phase #2 Lot or Parcel 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. PHASE #1 ASSESSMENT ROLL – PHASE #1 INITIAL PROJECTS AND PHASE #1 ASSESSMENT ROLL – ADDITIONAL MAJOR IMPROVEMENTS

The City Council has evaluated each Parcel in Phase #1 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #1.

The Phase #1 Assessed Property has been assessed separately for the special benefits conferred upon the property resulting from (i) the Phase #1 Initial Projects being constructed at this time and (ii) the Phase #1 Additional Major Improvements. Table VII-A summarizes the $7,302,002 in special benefit received by the Phase #1 Assessed Property from the Phase #1 Projects, the Administrative Expenses related to Phase #1, and a portion of the costs of the PID formation. The Assessment being levied in connection with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) is $4,945,798 and the Assessment being levied in connection with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) is $1,760,000. The total of these two assessments being levied against the Phase #1 Assessed Property is $6,705,798 which is less than or equal to the benefit received by the Phase #1 Assessed Property from the Phase #1 Projects. Accordingly, the total Assessment to be applied to all of the Phase #1 Assessed Property is $6,705,798 plus, interest, Additional Interest if and when Bonds are issued, and annual Administrative Expenses. The Assessment for each Phase #1 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements are attached hereto as Appendix G and Appendix H, respectively. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

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**Table VII-A**
**Phase #1**
**Special Benefit Summary**

| Special Benefit | Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) | Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) | Total |
|---|---|---|---|
| Phase #1 Improvements[1] | $4,773,093 | $0 | $4,773,093 |
| Pro- rata share of Initial Major Improvements[1] | $137,705 | $0 | $137,705 |
| Pro- rata share of Additional Major Improvements[1] | $0 | $2,204,406 | $2,204,406 |
| *Total Phase #1 Projects* | *$4,910,798* | *$2,204,406* | *$7,115,053* |
| | | | |
| Other Assessment Levy Costs | | | |
| First year Administrative Expenses | $35,000 | $10,000 | $45,000 |
| *Subtotal* | *$35,000* | *$10,000* | *$45,000* |
| **Total Special Benefit** | **$4,945,798** | **$2,356,204** | **$7,302,002** |
| | | | |
| Special Benefit: | | | |
| Total Special Benefit | $4,945,798 | $2,214,406 | $7,160,053 |
| Assessment | $4,945,798 | $1,760,000 | $6,705,798 |
| **Excess Benefit** | **$0** | **$454,406** | **$454,406** |

[1]See Table III-C for details.

## B. Phase #2 Assessment Roll – Phase #2 Initial Projects and Phase #2 Assessment Roll – Phase #2 Additional Major Improvements

The City Council has evaluated each Parcel in Phase #2 (based on numerous factors such as the applicable zoning for developable area, the use of proposed Homeowner Association Property, the Public Property, the types of public improvements, and other development factors deemed relevant by the City Council) to determine the amount of Assessed Property within Phase #2.

The Phase #2 Assessed Property has been assessed for the special benefits conferred upon the property resulting from (i) the Phase #2 Initial Projects being constructed at this time and (ii) the Phase #2 Additional Major Improvements. Table VII-B summarizes the $17,468,364 in special benefit received by the Phase #2 Assessed Property from the Phase #2 Projects, the Administrative Expenses related to Phase #2, and a portion of the costs of the PID formation. The Assessment being levied in connection with the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) is $13,317,466 and the Assessment being levied in connection with the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) is $2,548,247. The total of the two Assessments being levied against the Phase #2 Assessed Property is $15,865,713, which is less than or equal to the benefit received by the Phase #2 Assessed Property from the Phase #2 Projects. Accordingly, the total Assessment to be applied to all of the Phase #2 Assessed Property is $15,865,713 plus, interest, Additional Interest if and when Bonds are issued, and annual Administrative Expenses. The Assessment for each Phase #2 Assessed Property is calculated based on the allocation methodologies described in Section V.D. The Phase #2 Assessment Roll - Phase #2 Initial Projects and the Phase #2 Assessment Roll – Phase #2

Additional Major Improvements are attached hereto as Appendix I and Appendix J, respectively. As Phases are developed, this SAP will be amended to identify the specific Authorized Improvements, which may include Authorized Improvements that confer a special benefit to the property inside each new Phase and/or additional Future Major Improvements that benefit all of the Property within the PID; and, the SAP will be amended to update the summary of the special benefits received by the Major Improvement Area Projects to include any Future Major Improvements being undertaken.

**Table VII-B**
**Phase #2**
**Special Benefit Summary**

| Special Benefit | Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) | Phase #2 Additional Major Improvements | Total |
|---|---|---|---|
| Phase #2 Improvements[1] | $13,024,387 | $0 | $13,024,387 |
| Pro- rata share of Initial Major Improvements[1] | $258,079 | $0 | $258,079 |
| Pro- rata share of Additional Major Improvements[1] | $0 | $4,135,897 | $4,135,897 |
| *Total Phase #2 Projects* | *$13,282,466* | *$4,135,897* | *$17,418,364* |
| | | | |
| Other Assessment Levy Costs | | | |
| First year Administrative Expenses | $35,000 | $15,000 | $50,000 |
| *Subtotal* | *$35,000* | *$15,000* | *$50,000* |
| **Total Special Benefit** | **$13,317,466** | **$4,150,897** | **$17,468,364** |
| | | | |
| Special Benefit: | | | |
| Total Special Benefit | $13,317,466 | $4,150,897 | $17,468,364 |
| Projected Assessment | $13,317,466 | $2,548,247 | $15,865,713 |
| **Excess Benefit** | **$0** | **$1,602,650** | **$1,602,650** |

[1]See Table III-D for details.

## C. 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 Phases).

## D. Annual Assessment Roll Updates

The Administrator shall prepare, and shall submit to the City Council for approval, annual updates to the Phase #1 Assessment Roll - Phase #1 Initial Projects, the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements, the Phase #2 Assessment Roll – Phase #2 Initial Projects, and the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements in conjunction with the Annual Service Plan Update to reflect the following matters, together with any other changes helpful to the Administrator or the City and permitted by the PID Act: (i) the identification of each Parcel (ii) the Assessment for each Parcel of Assessed Property, including any adjustments

authorized by this Service and Assessment Plan or in the PID Act; (iii) the Annual Installment for the Assessed Property for the year (if the Assessment is payable in installments); and (iv) payments of the Assessment, if any, as provided by Section VI.F of this Service and Assessment Plan.

Once Bonds are issued, the Assessment Rolls shall be updated, which update may be done in the next Annual Service Plan Update, to reflect any changes resulting from the issuance of the Bonds. This update shall reflect the actual interest on the Bonds on which the Annual Installments shall be paid, any reduction in the Assessments, and any revisions in the Actual Costs to be funded by the Bonds and Developer funds.

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# VIII. MISCELLANEOUS PROVISIONS

## A. ADMINISTRATIVE REVIEW

The City may elect to designate a third party to serve as Administrator. The City shall notify Developer in writing at least thirty (30) days in advance before appointing a third-party Administrator.

To the extent consistent with the PID Act, an owner of an Assessed Parcel claiming that a calculation error has been made in the Assessment Rolls, 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 Rolls 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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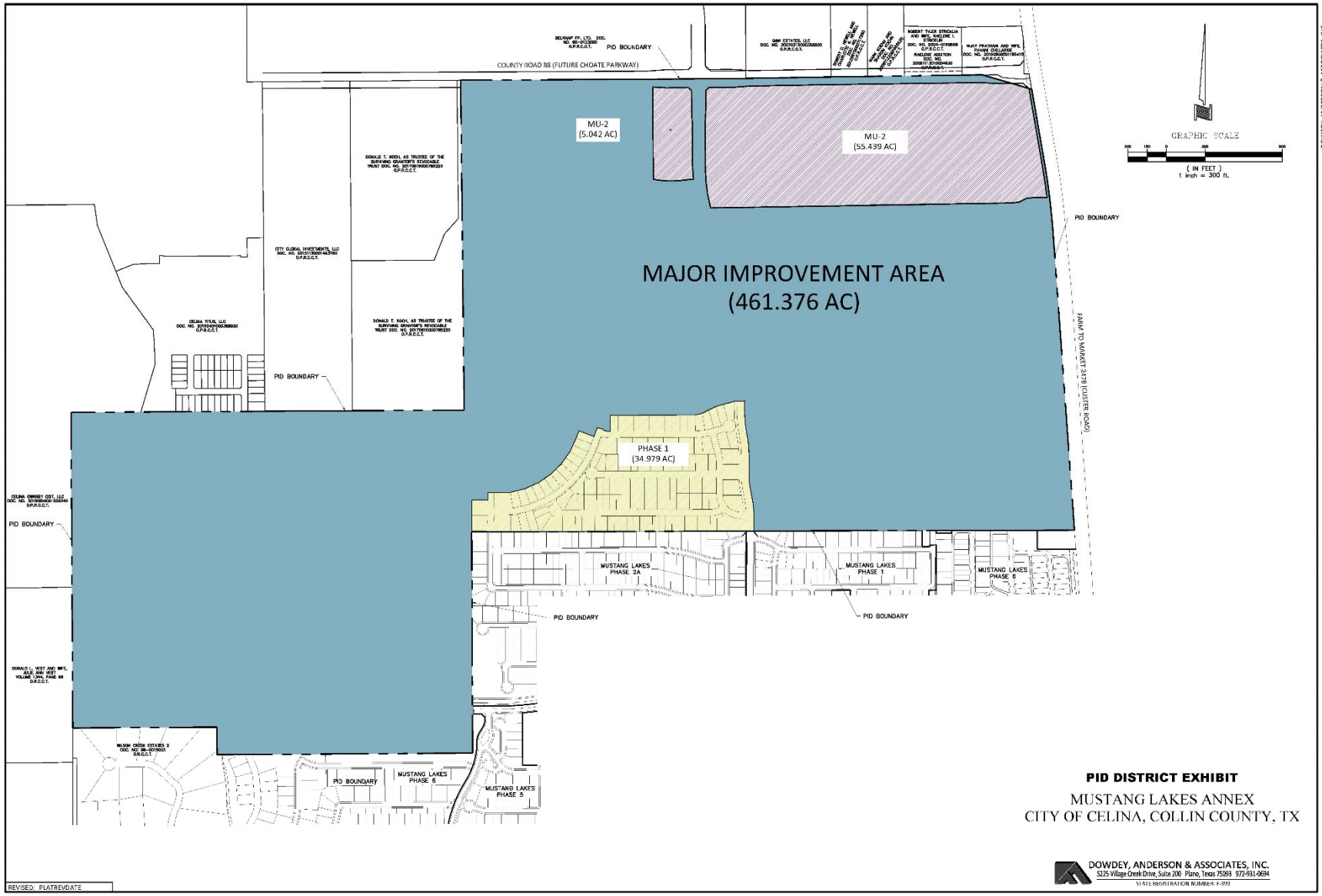
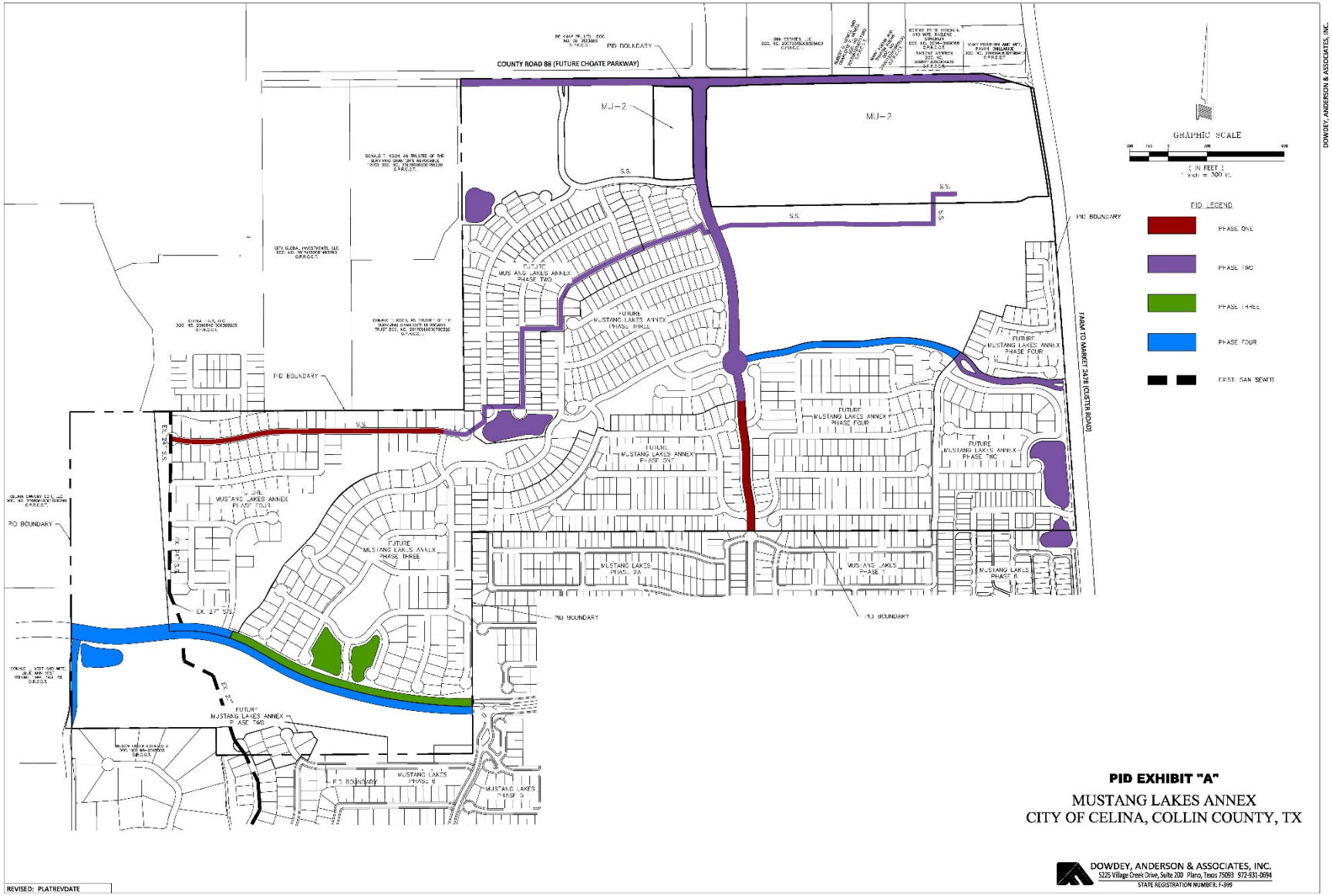
# APPENDIX A
# PID MAP


COUNTY ROAD 88 (FUTURE CHOATE PARKWAY)
PID BOUNDARY
MU-2
(5.042 AC)
MU-2
(55.439 AC)
MAJOR IMPROVEMENT AREA
(461.376 AC)
PHASE 1
(34.979 AC)
FARM TO MARKET 2478 (CUSTER ROAD)
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 5
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID DISTRICT EXHIBIT
MUSTANG LAKES ANNEX
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
REVISED: PLATREVDATE




**PID EXHIBIT "A"**

MUSTANG LAKES ANNEX
CITY OF CELINA, COLLIN COUNTY, TX

DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399

# MUSTANG LAKES
# PHASE 2 ANNEX(557)

MUSTANG LAKES

Nation's Best Amenity Center

DFW's Best Master-Planned Community

| PHASE TWO ANNEX LOT TOTAL: 268 | |
|---|---|
| 24 Lots Total | Type D / 74' x 130' Lots |
| 126 Lots Total | Type E / 60' x 125' Lots |
| 87 Lots Total | Type F / 50' x 120' Lots |
| 31 Lots Total | Type H / 40' x 115' Lots |

Celina, Texas

01-13-2025

This layout is for conceptual purposes only, based on preliminary information. It is subject to change without notice and also subject to governmental approvals.

Image is shown at a scale of 1" = 400' when printed at 24x36.

N

Existing Lots
Future Lots
Mixed Use

Cambridge

PAPE-DAWSON ENGINEERS

# APPENDIX B
# BUDGETED COSTS OF AUTHORIZED IMPROVEMENTS

# ***Mustang Lakes Annex ~ PID***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***1,436*** *Total Acres:* ***472.2***

*Prepared:* ***10/28/2022***

DOWDEY, ANDERSON & ASSOCIATES, INC.

Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

## *Opinion of Probable Major Infrastructure Costs Summary*

| CATEGORY | Phase One Major Improvements | Phase Two Major Improvements | Phase Three Major Improvements | Phase Four Major Improvements | TOTAL |
|---|---|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $506,000 | $3,789,000 | $815,000 | $1,951,000 | $7,061,000 |
| | | | | | |
| **WATER IMPROVEMENTS** | $131,000 | $928,000 | $468,000 | $649,000 | $2,176,000 |
| | | | | | |
| **SEWER IMPROVEMENTS** | $395,000 | $1,383,000 | $0 | $42,000 | $1,820,000 |
| | | | | | |
| **STORM DRAIN IMPROVEMENTS** | $0 | $3,206,000 | $1,601,000 | $3,807,300 | $8,614,300 |
| **SOFT & MISCELLANEOUS COSTS** | $313,060 | $2,268,360 | $623,720 | $1,359,107 | $4,564,247 |
| *SUB-TOTALS* | $1,345,060 | $11,574,360 | $3,507,720 | $7,808,407 | $24,235,547 |
| *OVERALL CONTINGENCY* 10% | $134,506 | $1,157,436 | $350,772 | $780,841 | $2,423,555 |
| **CATEGORY TOTALS** | **$1,479,566** | **$12,731,796** | **$3,858,492** | **$8,589,248** | **$26,659,102** |

**1)** IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

**2)** ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

**3)** THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

**4)** THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

# ***Mustang Lakes Annex ~ PID, Phase One Direct Costs***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***152*** *Total Acres:* ***35.0***

*Prepared:* ***10/28/2022***

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $1,561,000 | $10,270 | $44,600 |
| **WATER IMPROVEMENTS** | $658,000 | $4,329 | $18,800 |
| **SEWER IMPROVEMENTS** | $593,000 | $3,901 | $16,943 |
| **STORM DRAIN IMPROVEMENTS** | $741,000 | $4,875 | $21,171 |
| **SOFT & MISCELLANEOUS COSTS** | $786,175 | $5,172 | $22,462 |
| *SUB-TOTALS* | $4,339,175 | $28,547 | $123,976 |
| *OVERALL CONTINGENCY* 10% | $433,918 | $2,855 | $12,398 |
| **CATEGORY TOTALS** | **$4,773,093** | **$31,402** | **$136,374** |

**EXCLUDES:**

MANAGEMENT, ENVIRONMENTAL REPORTS, ROCK EXCAVATION, TREE MITIGATION OR RELOCATION, FRANCHISE RELOCATION, MOISTURE

- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

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DOWDEY, ANDERSON & ASSOCIATES, INC.

Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase One Direct Costs***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***152*** *Total Acres:* ***35.0***

*Prepared:* ***10/28/2022***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | LF. | 3500 | $ 5,250 |
| **POST DEVELOPMENT EROSION CONTROL:** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 1.50 | LF. | 12000 | $ 18,000 |
| **ADMINISTRATION:** | | | | |
| SWPPP ADMINISTRATION | $ 150.00 | LT. | 152 | $ 22,800 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 23,250 | $ 1,919 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 2,031 |
| **TOTAL** | | | | **$ 50,000** |

**NOTE:**

**1)** THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

**2)** A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING (VARIES SITE TO SITE) | $ 2,025.00 | AC. | 7.1 | $ 14,378 |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| STREET & RIGHT-OF-WAY EXCAVATION | $ 3.25 | CY. | 30000 | $ 97,500 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 2,922 |
| **TOTAL** | | | | **$ 118,000** |

**NOTE:**

**1)** THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE DR-14 | $ 50.75 | L.F. | 5982 | $ 303,587 |
| 8" GATE VALVE & BOX | $ 2,250.00 | EA. | 24 | $ 54,000 |
| CONNECT TO EXISTING WATERLINE | $ 1,000.00 | EA. | 1 | $ 1,000 |
| POST HYDRANT | $ 2,800.00 | EA. | 2 | $ 5,600 |
| FIRE HYDRANT W/ VALVE | $ 7,285.00 | EA. | 13 | $ 94,705 |
| 1" SINGLE WATER SERVICE | $ 916.00 | EA. | 152 | $ 139,232 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TN. | 5.0 | $ 29,400 |
| TESTING & CHLORINATION | $ 0.55 | LF. | 5982 | $ 3,291 |
| TRENCH SAFETY | $ - | LF. | 5982 | $ - |
| MAINTENANCE BOND | 1.7% | % | $ 627,524 | $ 10,668 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 16,517 |
| **TOTAL** | | | | **$ 658,000** |

**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.

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. PIPE | $ 40.00 | LF. | 5687 | $ 227,480 |
| 10" P.V.C. PIPE SDR-35 | $ 56.00 | LF. | 507 | $ 28,392 |
| 10" P.V.C. PIPE SDR-26 | $ 80.00 | LF. | 272 | $ 21,760 |
| 4' DIAMETER MANHOLE | $ 5,500.00 | EA. | 13 | $ 71,500 |
| 5' DIAMETER MANHOLE | $ 9,350.00 | EA. | 6 | $ 56,100 |
| 4" SERVICE LINES | $ 1,000.00 | EA. | 152 | $ 152,000 |
| TESTING & T.V. INSPECTION | $ 1.70 | LF. | 6466 | $ 10,993 |
| TRENCH SAFETY | $ 0.10 | LF. | 6466 | $ 647 |
| MAINTENANCE BOND | 1.7% | % | $ 568,225.00 | $ 9,660 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 14,468 |
| **TOTAL** | | | | **$ 593,000** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase One Direct Costs***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***152*** *Total Acres:* ***35.0***

*Prepared:* ***10/28/2022***

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 4' X 4' "Y" INLET | $ 4,100.00 | EA. | 1 | $ 4,100 |
| 10' INLET | $ 5,350.00 | EA. | 26 | $ 139,100 |
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 63.00 | LF. | 852 | $ 53,676 |
| 21" R.C.P. | $ 68.50 | LF. | 726 | $ 49,731 |
| 27" R.C.P. | $ 85.00 | LF. | 862 | $ 73,270 |
| 30" R.C.P. | $ 97.00 | LF. | 1217 | $ 118,049 |
| 33" R.C.P. | $ 112.50 | LF. | 178 | $ 20,025 |
| 36" R.C.P. | $ 128.50 | LF. | 50 | $ 6,425 |
| 48" R.C.P. | $ 198.00 | LF. | 627 | $ 124,146 |
| PIPE HEADWALL | $ 5,000.00 | EA. | 2 | $ 10,000 |
| STORM SEWER MANHOLE | $ 6,700.00 | EA. | 5 | $ 33,500 |
| JUNCTION BOX | $ 8,000.00 | EA. | 1 | $ 8,000 |
| 4' WIDE CONCRETE FLUME | $ 25.00 | LF. | 0 | $ - |
| CONCRETE RIP-RAP | $ 85.00 | SY. | 0 | $ - |
| GROUTED ROCK RIP-RAP | $ 60.00 | SY. | 0 | $ - |
| ROCK-RIP-RAP | $ 55.00 | SY. | 142 | $ 7,810 |
| CONNECT TO EXISTING STORM LINE | $ 500.00 | EA. | 1 | $ 500 |
| GRADE TO DRAIN | $ 20.00 | LF. | 500 | $ 10,000 |
| WEIR OUTLET STRUCTURE | $ 20,000.00 | LS. | 1 | $ 20,000 |
| POND OUTLET STRUCTURE | $ 20,000.00 | LS. | 1 | $ 20,000 |
| DETENTION POND (VARIES) | $ 75,000.00 | LS. | 0 | $ - |
| R&R CONCRETE PAVEMENT | $ 10.00 | SF. | 0 | $ - |
| TESTING & T.V. INSPECTION | $ 2.50 | LF. | 4512 | $ 11,280 |
| TRENCH SAFETY | $ 0.10 | LF. | 4512 | $ 452 |
| MAINTENANCE BOND | 1.7% | % | $ 709,612 | $ 12,064 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 18,872 |
| **TOTAL** | | | | **$ 741,000** |

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 6" REINF. CONCRETE STREET PAVEMENT | $ 53.10 | SY. | 20631 | $ 1,095,507 |
| 6" LIME TREATED SUBGRADE | $ 3.95 | SY. | 22105 | $ 87,315 |
| HYDRATED LIME | $ 230.00 | TN. | 398 | $ 91,515 |
| STREET HEADER | $ 25.00 | LF. | 88 | $ 2,200 |
| ROAD BARRICADE | $ 38.00 | LF. | 88 | $ 3,344 |
| 5' SIDEWALK | $ 37.50 | LF. | 132 | $ 4,950 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 18 | $ 50,400 |
| STREET NAME BLADES | $ 300.00 | EA. | 16 | $ 4,800 |
| TRAFFIC SIGNS | $ 400.00 | EA. | 12 | $ 4,800 |
| MAINTENANCE BOND | 1.0% | % | $ 1,344,831 | $ 13,449 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 34,720 |
| **TOTAL** | | | | **$ 1,393,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **CITY FEES:** | | | | |
| ENGINEERING REVIEW FEE | $ 50,000.00 | LS. | 1 | $ 50,000 |
| INSPECTION FEE | 3.5% | % | $ 3,553,000 | $ 124,355 |
| **PROFESSIONAL FEES:** | | | | |
| ENGINEERING, PLATTING, STAKING | 8.0% | % | $3,553,000 | $ 284,240 |
| CONSTRUCTION MANAGEMENT | 5.0% | % | $3,553,000 | $ 177,650 |
| LEGAL | $ 75,000.00 | LS. | 1 | $ 75,000 |
| PRINTS & COURIER SERVICE | $ 3,500.00 | LS. | 1 | $ 3,730 |
| **OUTSIDE CONSULTANTS** | | | | |
| ENVIRONMENTAL PHASE 1 | $ 12,000.00 | LS. | 0.12724189 | $ 1,527 |
| WETLANDS/WOTUS REPORT | $ 10,000.00 | LS. | 0.12724189 | $ 1,273 |
| GEOTECHNICAL REPORT 1 | $ 75.00 | LT. | 152 | $ 11,400 |
| MATERIAL TESTING | $ 375.00 | LT. | 152 | $ 57,000 |
| **TOTAL** | | | | **786,175** |

# *Mustang Lakes Annex ~ PID, Phase One Major Infrastructure*

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***35.0***

*Prepared:* ***10/28/2022***

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $506,000 | 0 | $14,457 |
| **WATER IMPROVEMENTS** | $131,000 | 0 | $3,743 |
| **SEWER IMPROVEMENTS** | $395,000 | 0 | $11,286 |
| **STORM DRAIN IMPROVEMENTS** | $0 | 0 | $0 |
| **SOFT & MISCELLANEOUS COSTS** | $313,060 | 0 | $8,945 |
| *SUB-TOTALS* | $1,345,060 | $0 | $38,431 |
| *OVERALL CONTINGENCY* 10% | $134,506 | 0 | $3,843 |
| **CATEGORY TOTALS** | **$1,479,566** | **$0** | **$42,274** |

**EXCLUDES:**

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

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DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase One Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***35***

*Prepared:* ***10/28/2022*** *Revised:* ***0***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | LF. | 1500 | $ 2,250 |
| **POST DEVELOPMENT EROSION CONTROL:** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 1.50 | LF. | 3000 | $ 4,500 |
| **ADMINISTRATION:** | | | | |
| SWPPP ADMINISTRATION | $ 4,000.00 | LS. | 1 | $ 4,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 6,750 | $ 557 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 693 |
| **TOTAL** | | | | **$ 12,000** |

**NOTE:**

**1)** THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

**2)** A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING (VARIES SITE TO SITE) | $ 2,025.00 | AC. | 1.5 | $ 3,038 |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| STREET & RIGHT-OF-WAY EXCAVATION | $ 3.25 | CY. | 3600 | $ 11,700 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,062 |
| **TOTAL** | | | | **$ 19,000** |

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | $ 50.75 | LF. | 0 | $ - |
| 12" P.V.C. WATERLINE | $ 80.50 | LF. | 1045 | $ 84,123 |
| 8" GATE VALVE & BOX | $ 2,250.00 | EA. | 0 | $ - |
| 12" GATE VALVE & BOX | $ 4,050.00 | EA. | 4 | $ 16,200 |
| POST HYDRANT | $ 2,800.00 | EA. | 2 | $ 5,600 |
| FIRE HYDRANT W/ VALVE | $ 7,285.00 | EA. | 2 | $ 14,570 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TN. | 0.5 | $ 2,940 |
| CONNECT TO EXISTING WATERLINE | $ 1,000.00 | EA. | 1 | $ 1,000 |
| TESTING & CHLORINATION | $ 0.55 | LF. | 1045 | $ 575 |
| TRENCH SAFETY | $ - | LF. | 1045 | $ - |
| MAINTENANCE BOND | 1.7% | % | $ 125,008 | $ 2,126 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 3,866 |
| **TOTAL** | | | | **$ 131,000** |

**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.

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 15" P.V.C. PIPE SDR-26 | $ 103.50 | L.F. | 2129 | $ 220,352 |
| 6' DIAMETER DROP MANHOLE OVER EXISTING MAIN | $ 20,550.00 | L.F. | 1 | $ 20,550 |
| 5' DIAMETER MANHOLE | $ 9,350.00 | EA. | 14 | $ 130,900 |
| MANHOLE I & I BARRIERS | $ 420.00 | EA. | 6 | $ 2,520 |
| TESTING & T.V. INSPECTION | $ 1.70 | LF. | 2129 | $ 3,620 |
| TRENCH SAFETY | $ 0.10 | LF. | 2129 | $ 213 |
| MAINTENANCE BOND | 1.7% | % | $ 377,942.00 | $ 6,426 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 10,419 |
| **TOTAL** | | | | **$ 395,000** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase One Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***35***

*Prepared:* ***10/28/2022*** *Revised:* ***0***

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT | $ 67.00 | SY. | 5312 | $ 355,904 |
| 6" LIME TREATED SUBGRADE | $ 3.95 | SY. | 5500 | $ 21,725 |
| HYDRATED LIME | $ 230.00 | TN. | 99 | $ 22,770 |
| STREET HEADER | $ 25.00 | LF. | 45 | $ 1,125 |
| ROAD BARRICADE | $ 38.00 | LF. | 45 | $ 1,710 |
| 6' TRAIL | $ 45.00 | LF. | 1060 | $ 47,700 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 2 | $ 5,600 |
| STREET NAME BLADES | $ 300.00 | EA. | 2 | $ 600 |
| TRAFFIC SIGNS | $ 400.00 | EA. | 2 | $ 800 |
| MAINTENANCE BOND | 1.0% | % | $ 457,934 | $ 4,580 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 12,486 |
| **TOTAL** | | | | **$ 475,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **CITY FEES:** | | | | |
| ENGINEERING REVIEW FEE | $ 15,000.00 | LS. | 1 | $ 15,000 |
| INSPECTION FEE | 3.5% | % | $ 1,032,000 | $ 36,120 |
| **PROFESSIONAL FEES:** | | | | |
| ENGINEERING, PLATTING, STAKING | 12% | % | $1,032,000 | $ 123,840 |
| CONSTRUCTION MANAGEMENT | 5% | % | $1,032,000 | $ 51,600 |
| LEGAL | $ 75,000.00 | LS. | 1 | $ 75,000 |
| PRINTS & COURIER SERVICE | $ 2,650.00 | LS. | 1 | $ 2,500 |
| **OUTSIDE CONSULTANTS** | | | | |
| ENVIRONMENTAL PHASE 1 | $ - | LS. | 1 | $ - |
| WETLANDS/WOTUS REPORT | $ - | LS. | 1 | $ - |
| GEOTECHNICAL REPORT 1 | $ - | LS. | 0 | $ - |
| MATERIAL TESTING | $ 9,000.00 | LS. | 1 | $ 9,000 |
| **TOTAL** | | | | **313,060** |

# *Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure*

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***80.9***

*Prepared:* ***10/28/2022***

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $3,789,000 | 0 | $46,836 |
| **WATER IMPROVEMENTS** | $928,000 | 0 | $11,471 |
| **SEWER IMPROVEMENTS** | $1,383,000 | 0 | $17,095 |
| **STORM DRAIN IMPROVEMENTS** | $3,206,000 | 0 | $39,629 |
| **SOFT & MISCELLANEOUS COSTS** | $2,268,360 | 0 | $28,039 |
| *SUB-TOTALS* | $11,574,360 | $0 | $143,070 |
| *OVERALL CONTINGENCY* 10% | $1,157,436 | 0 | $14,307 |
| **CATEGORY TOTALS** | **$12,731,796** | **$0** | **$157,377** |

**EXCLUDES:**

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

**1)** IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

**2)** ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

**3)** THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

**4)** THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

# ***ROSELAND PARKWAY ~ NORTH***

*Celina, Collin County, Texas*

*Total Acres:* ***1.0***

*Prepared:* ***05/02/22*** *Revised:*

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE EROSION CONTROL** | | | | |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| SILT FENCE | $ 2.00 | L.F. | 1,800 | $ 3,600 |
| **POST EROSION CONTROL** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 2.25 | L.F. | 1,800 | $ 4,050 |
| INLET PROTECTION | $ 200.00 | EA. | 4 | $ 800 |
| STREET SWEEPING | $ 750.00 | EA. | 3 | $ 2,250 |
| **ADMINISTRATION** | | | | |
| SWPPP BOOK (AND COPY) | $ 2,000.00 | LS. | 1 | $ 2,000 |
| SWPPP SITE SIGNAGE | $ 711.00 | EA. | 1 | $ 711 |
| WEEKLY INSPECTIONS | $ 250.00 | EA. | 52 | $ 13,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 13,900.00 | $ 1,147 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,242 |
| **TOTAL** | | | | **$ 32,000** |

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING | $ 3,000.00 | ACRE | 1 | $ 3,000 |
| UNCLASSIFIED EXCAVATION | $ 3.50 | C.Y. | 2,420 | $ 8,470 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 530 |
| **TOTAL** | | | | **$ 12,000** |

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 21" R.C.P. | $ 75.00 | L.F. | 125 | $ 9,375 |
| 24" R.C.P. | $ 82.00 | L.F. | 200 | $ 16,400 |
| 36" R.C.P. | $ 145.00 | L.F. | 60 | $ 8,700 |
| 42" R.C.P. | $ 192.00 | L.F. | 100 | $ 19,200 |
| RECESSED CURB INLET | $ 6,000.00 | EA. | 2 | $ 12,000 |
| WYE INLET | $ 5,000.00 | EA. | 2 | $ 10,000 |
| 4'X4' STORM MANHOLE | $ 8,500.00 | EA. | 2 | $ 17,000 |
| 42" HEADWALL | $ 7,000.00 | EA. | 1 | $ 7,000 |
| GRADE TO DRAIN | $ 20.00 | L.F. | 700 | $ 14,000 |
| RIP RAP | $ 12.00 | S.F. | 400 | $ 4,800 |
| TESTING & TV INSPECTION | $ 2.50 | L.F. | 485 | $ 1,213 |
| TRENCH SAFETY | $ 1.00 | L.F. | 485 | $ 485 |
| MAINTENANCE BOND | 1.7% | % | $ 142,475.00 | $ 2,423 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 3,404 |
| **TOTAL** | | | | **$ 126,000** |

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS OFF COMMERCIAL CORNER AND DEVELOPED SINGLE FAMILY (HIGH DENSITY) FLOWS OFF BB LIVING.

# ***ROSELAND PARKWAY ~ NORTH***

*Celina, Collin County, Texas*

*Total Acres:* ***1.0***

*Prepared:* ***05/02/22*** *Revised:*

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT (28' B-B) | $ 75.00 | S.Y. | 3,366 | $ 252,450 |
| 6" LIME TREATED SUBGRADE | $ 4.00 | S.Y. | 3,861 | $ 15,444 |
| HYDRATED LIME (48 LBS/SY) | $ 320.00 | TON | 93 | $ 29,653 |
| DECORATIVE PAVEMENT | $ 320.00 | S.Y. | 38 | $ 12,160 |
| 8' TRAIL | $ 52.00 | L.F. | 450 | $ 23,400 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 4 | $ 11,200 |
| STRIPING/BUTTONING | $ 10,000.00 | L.S. | 1 | $ 10,000 |
| STREET NAME BLADES | $ 1,350.00 | EA. | 2 | $ 2,700 |
| TRAFFIC SIGNS | $ 1,350.00 | EA. | 3 | $ 4,050 |
| TRAFFIC CONTROL | $ 5,000.00 | L.S. | 1 | $ 5,000 |
| MAINTENANCE BOND | 1.7% | % | $ 361,057.00 | $ 6,138 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 9,805 |
| **TOTAL** | | | | **$ 382,000** |

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| MAINTENANCE BOND | 1.7% | % | $ - | $ - |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ - |
| **TOTAL** | | | | **$ -** |

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 12" P.V.C. WATERLINE | $ 80.50 | L.F. | 920 | $ 74,060 |
| 8" P.V.C. WATERLINE | $ 50.75 | L.F. | 50 | $ 2,538 |
| 12" GATE VALVE | $ 3,700.00 | EA. | 3 | $ 11,100 |
| 8" GATE VALVE | $ 2,200.00 | EA. | 2 | $ 4,400 |
| FIRE HYDRANT AND 6" VALVE | $ 7,285.00 | EA. | 6 | $ 43,710 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TON | 1.0 | $ 5,880 |
| TESTING & CHLORINATION | $ 2.00 | L.F. | 970 | $ 1,940 |
| TRENCH SAFETY | $ 1.50 | L.F. | 970 | $ 1,455 |
| MAINTENANCE BOND | 1.7% | % | $ 141,687.50 | $ 2,409 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 4,509 |
| **TOTAL** | | | | **$ 152,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST | UNIT | QTY | TOTAL |
|---|---|---|---|---|
| **CITY FEES** | | | | |
| ENGINEERING REVIEW FEE | $ 30,000.00 | L.S. | 1 | $ 30,000 |
| INSPECTION FEE | 3.5% | % | 660,000 | $ 23,100 |
| **PROFESSIONAL FEES** | | | | |
| TRAFFIC ENGINEERING | $ 30,000.00 | L.S. | 1 | $ 30,000 |
| ENGINEERING/SURVEYING | 12.0% | % | 704,000 | $ 84,480 |
| CONSTRUCTION MANAGEMENT | 5.0% | % | 704,000 | $ 35,200 |
| GEOTECHNICAL REPORT & MATERIAL TESTING | $ 12,000.00 | L.S. | 1 | $ 12,000 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 6,220 |
| **TOTAL** | | | | **$ 221,000** |

# ROSELAND PARKWAY ~ SOUTH

*Celina, Collin County, Texas*

*Total Acres:* ***2.8***

*Prepared:* ***05/02/22*** *Revised:*

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE EROSION CONTROL** | | | | |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| SILT FENCE | $ 2.00 | L.F. | 3,000 | $ 6,000 |
| **POST EROSION CONTROL** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 2.25 | L.F. | 3,000 | $ 6,750 |
| INLET PROTECTION | $ 200.00 | EA. | 4 | $ 800 |
| STREET SWEEPING | $ 750.00 | EA. | 3 | $ 2,250 |
| **ADMINISTRATION** | | | | |
| SWPPP BOOK (AND COPY) | $ 2,000.00 | LS. | 1 | $ 2,000 |
| SWPPP SITE SIGNAGE | $ 190.00 | EA. | 1 | $ 190 |
| WEEKLY INSPECTIONS | $ 250.00 | EA. | 52 | $ 13,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 19,000.00 | $ 1,568 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,242 |
| **TOTAL** | | | | **$ 37,000** |

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING | $ 3,000.00 | ACRE | 2.8 | $ 8,400 |
| UNCLASSIFIED EXCAVATION | $ 3.50 | C.Y. | 6,000 | $ 21,000 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,600 |
| **TOTAL** | | | | **$ 31,000** |

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 18" R.C.P. | $ 80.00 | L.F. | 150 | $ 12,000 |
| 21" R.C.P. | $ 85.00 | L.F. | 100 | $ 8,500 |
| 24" R.C.P. | $ 92.00 | L.F. | 300 | $ 27,600 |
| 30" R.C.P. | $ 115.00 | L.F. | 300 | $ 34,500 |
| 36" R.C.P. | $ 142.00 | L.F. | 110 | $ 15,620 |
| 48" R.C.P. | $ 230.00 | L.F. | 100 | $ 23,000 |
| 5' x 4' BOX CULVERT | $ 400.00 | L.F. | 120 | $ 48,000 |
| RECESSED CURB INLET | $ 6,000.00 | EA. | 4 | $ 24,000 |
| 4'X4' STORM MANHOLE | $ 8,500.00 | EA. | 1 | $ 8,500 |
| CULVERT HEADWALL | $ 7,000.00 | EA. | 1 | $ 7,000 |
| GRADE TO DRAIN | $ 20.00 | L.F. | 300 | $ 6,000 |
| RIP RAP | $ 15.00 | S.F. | 150 | $ 2,250 |
| TESTING & TV INSPECTION | $ 2.50 | L.F. | 1,180 | $ 2,950 |
| TRENCH SAFETY | $ 1.00 | L.F. | 1,180 | $ 1,180 |
| MAINTENANCE BOND | 1.7% | % | $ 216,970.00 | $ 3,689 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 6,211 |
| **TOTAL** | | | | **$ 231,000** |

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS OFF COMMERCIAL CORNER AND DEVELOPED SINGLE FAMILY (HIGH DENSITY) FLOWS OFF BB LIVING.

# ***ROSELAND PARKWAY ~ SOUTH***

*Celina, Collin County, Texas*

*Total Acres:* ***2.8***

*Prepared:* ***05/02/22*** *Revised:*

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT (45' B-B) | $ 75.00 | S.Y. | 7,400 | $ 555,000 |
| 6" LIME TREATED SUBGRADE | $ 4.00 | S.Y. | 7,730 | $ 30,920 |
| HYDRATED LIME (48 LBS/SY) | $ 320.00 | TON | 186 | $ 59,367 |
| DECORATIVE PAVEMENT | $ 320.00 | S.Y. | 50 | $ 16,000 |
| 8' TRAIL | $ 52.00 | L.F. | 1,480 | $ 76,960 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 4 | $ 11,200 |
| STRIPING/BUTTONING | $ 10,000.00 | L.S. | 1 | $ 10,000 |
| STREET NAME BLADES | $ 1,350.00 | EA. | 2 | $ 2,700 |
| TRAFFIC SIGNS | $ 1,350.00 | EA. | 5 | $ 6,750 |
| TRAFFIC CONTROL | $ 5,000.00 | L.S. | 1 | $ 5,000 |
| MAINTENANCE BOND | 1.7% | % | $ 768,897.00 | $ 13,072 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 20,031 |
| **TOTAL** | | | | **$ 807,000** |

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| MAINTENANCE BOND | 1.7% | % | $ - | $ - |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ - |
| **TOTAL** | | | | **$ -** |

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 12" P.V.C. WATERLINE | $ 80.50 | L.F. | 1,480 | $ 119,140 |
| 12" GATE VALVE | $ 3,700.00 | EA. | 5 | $ 18,500 |
| FIRE HYDRANT AND 6" VALVE | $ 7,285.00 | EA. | 3 | $ 21,855 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TON | 0.3 | $ 1,764 |
| TESTING & CHLORINATION | $ 2.00 | L.F. | 1,480 | $ 2,960 |
| TRENCH SAFETY | $ 1.50 | L.F. | 1,480 | $ 2,220 |
| MAINTENANCE BOND | 1.7% | % | $ 161,259.00 | $ 2,742 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 4,819 |
| **TOTAL** | | | | **$ 174,000** |

| SOFE & MISCELLANEOUS COSTS | UNIT COST | UNIT | QTY | TOTAL |
|---|---|---|---|---|
| **CITY FEES** | | | | |
| ENGINEERING REVIEW FEE | $ 30,000.00 | L.S. | 1 | $ 30,000 |
| INSPECTION FEE | 3.5% | % | 1,212,000 | $ 42,420 |
| **PROFESSIONAL FEES** | | | | |
| TRAFFIC ENGINEERING | $ 30,000.00 | L.S. | 1 | $ 30,000 |
| ENGINEERING/SURVEYING | 12.0% | % | 1,280,000 | $ 153,600 |
| CONSTRUCTION MANAGEMENT | 5.0% | % | 1,280,000 | $ 64,000 |
| GEOTECHNICAL REPORT & MATERIAL TESTING | $ 12,000.00 | L.S. | 1 | $ 12,000 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 8,980 |
| **TOTAL** | | | | **$ 341,000** |

# ***CHOATE PARKWAY***

*Celina, Collin County, Texas*

*Total Acres:* ***4.0***

*Prepared:* ***05/02/22*** *Revised:* ***08/22/22***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE EROSION CONTROL** | | | | |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| SILT FENCE | $ 2.00 | L.F. | 5,400 | $ 10,800 |
| **POST EROSION CONTROL** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 2.25 | L.F. | 5,400 | $ 12,150 |
| INLET PROTECTION | $ 200.00 | EA. | 7 | $ 1,400 |
| STREET SWEEPING | $ 750.00 | EA. | 3 | $ 2,250 |
| **ADMINISTRATION** | | | | |
| SWPPP BOOK (AND COPY) | $ 2,000.00 | LS. | 1 | $ 2,000 |
| SWPPP SITE SIGNAGE | $ 100.00 | EA. | 1 | $ 100 |
| WEEKLY INSPECTIONS | $ 250.00 | EA. | 52 | $ 13,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 29,800.00 | $ 2,459 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,641 |
| **TOTAL** | | | | **$ 49,000** |

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING | $ 3,000.00 | ACRE | 4 | $ 12,000 |
| UNCLASSIFIED EXCAVATION | $ 3.50 | C.Y. | 12,907 | $ 45,173 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,827 |
| **TOTAL** | | | | **$ 59,000** |

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 21" R.C.P. | $ 75.00 | L.F. | 625 | $ 46,875.00 |
| 36" R.C.P. | $ 145.00 | L.F. | 400 | $ 58,000.00 |
| 42" R.C.P. | $ 192.00 | L.F. | 400 | $ 76,800.00 |
| 48" R.C.P. | $ 205.00 | L.F. | 210 | $ 43,050.00 |
| 2 - 7' X 4' R.C.B. | $ 1,000.00 | L.F. | 80 | $ 80,000.00 |
| 2 - 7' X 5' R.C.B. | $ 1,150.00 | L.F. | 770 | $ 885,500.00 |
| 2 - 8' X 6' R.C.B. | $ 1,300.00 | L.F. | 200 | $ 260,000.00 |
| 10' X 6' R.C.B. | $ 700.00 | L.F. | 200 | $ 140,000.00 |
| RECESSED CURB INLET | $ 6,000.00 | EA. | 10 | $ 60,000.00 |
| WYE INLET | $ 5,000.00 | EA. | 4 | $ 20,000.00 |
| 4'X4' STORM MANHOLE | $ 8,500.00 | EA. | 2 | $ 17,000.00 |
| 6'X6' STORM MANHOLE | $ 12,500.00 | EA. | 2 | $ 25,000.00 |
| 2 - 7'X4' RCB HEADWALL | $ 12,000.00 | EA. | 1 | $ 12,000.00 |
| 2 - 7'X5' RCB HEADWALL | $ 18,000.00 | EA. | 1 | $ 18,000.00 |
| 2 - 8' X 6' RCB HEADWALL | $ 20,000.00 | EA. | 1 | $ 20,000.00 |
| 10' X 6' RCB HEADWALL | $ 12,000.00 | EA. | 1 | $ 12,000.00 |
| GRADE TO DRAIN | $ 20.00 | L.F. | 400 | $ 8,000.00 |
| RIP RAP | $ 12.00 | S.F. | 1,800 | $ 21,600.00 |
| TESTING & TV INSPECTION | $ 2.50 | L.F. | 2,885 | $ 7,213.00 |
| TRENCH SAFETY | $ 1.00 | L.F. | 2,885 | $ 2,885.00 |
| MAINTENANCE BOND | 1.7% | % | $1,803,825.00 | $ 30,666 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 46,411 |
| **TOTAL** | | | | **$ 1,891,000.00** |

NOTES:

STORM SEWER CROSSINGS ARE SIZED TO CAPTURE UN-DEVELOPED FLOWS.

# CHOATE PARKWAY

*Celina, Collin County, Texas*

*Total Acres:* ***4.0***

*Prepared:* ***05/02/22*** *Revised:* ***08/22/22***

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 9" REINF. CONCRETE STREET PAVEMENT (28' B-B) | $ 85.00 | S.Y. | 10,820 | $ 919,700 |
| 6" LIME TREATED SUBGRADE | $ 5.00 | S.Y. | 12,235 | $ 61,175 |
| HYDRATED LIME (48 LBS/SY) | $ 320.00 | TON | 294 | $ 93,965 |
| DECORATIVE PAVEMENT | $ 320.00 | S.Y. | 742 | $ 237,440 |
| 10' TRAIL | $ 80.00 | L.F. | 850 | $ 68,000 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 6 | $ 16,800 |
| STRIPING/BUTTONING | $ 10,000.00 | L.S. | 5 | $ 50,000 |
| STREET NAME BLADES | $ 1,350.00 | EA. | 8 | $ 10,800 |
| TRAFFIC SIGNS | $ 1,350.00 | EA. | 25 | $ 33,750 |
| TRAFFIC CONTROL AND TEMPORARY ACCESS | $ 100,000.00 | L.S. | 1 | $ 100,000 |
| MAINTENANCE BOND | 1.7% | % | $1,491,630.00 | $ 25,358 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 41,012 |
| **TOTAL** | | | | **$ 1,658,000** |

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| MAINTENANCE BOND | 1.7% | % | $ - | $ - |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ - |
| **TOTAL** | | | | **$ -** |

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 12" P.V.C. WATERLINE | $ 80.50 | L.F. | 2,550 | $ 205,275 |
| 8" P.V.C. WATERLINE | $ 50.75 | L.F. | 275 | $ 13,956 |
| 12" GATE VALVE | $ 3,700.00 | EA. | 10 | $ 37,000 |
| 8" GATE VALVE | $ 2,200.00 | EA. | 7 | $ 15,400 |
| FIRE HYDRANT AND 6" VALVE | $ 7,285.00 | EA. | 6 | $ 43,710 |
| CONNECT TO EXISTING WATER | $ 5,000.00 | EA. | 1 | $ 5,000 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TON | 3.0 | $ 17,640 |
| TESTING & CHLORINATION | $ 2.00 | L.F. | 2,825 | $ 5,650 |
| TRENCH SAFETY | $ 1.50 | L.F. | 2,825 | $ 4,238 |
| MAINTENANCE BOND | 1.7% | % | $ 337,981.25 | $ 5,746 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 9,385 |
| **TOTAL** | | | | **$ 363,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST | UNIT | QTY | TOTAL |
|---|---|---|---|---|
| **CITY FEES** | | | | |
| ENGINEERING REVIEW FEE | $ 40,000.00 | L.S. | 1 | $ 40,000 |
| INSPECTION FEE | 3.5% | % | 3,912,000 | $ 136,920 |
| **PROFESSIONAL FEES** | | | | |
| TRAFFIC ENGINEERING | $ 30,000.00 | L.S. | 1 | $ 30,000 |
| ENGINEERING/SURVEYING | 12.0% | % | 4,020,000 | $ 482,400 |
| CONSTRUCTION MANAGEMENT | 5.0% | % | 4,020,000 | $ 201,000 |
| ROUNDABOUT DESIGN | $ 50,000.00 | L.S. | 1 | $ 50,000 |
| GEOTECHNICAL REPORT & MATERIAL TESTING | $ 12,000.00 | L.S. | 1 | $ 12,000 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 24,680 |
| **TOTAL** | | | | **$ 977,000** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***80.9***

*Prepared:* ***10/28/2022*** *Revised:* ***0***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | LF. | 5230 | $ 7,845 |
| **POST DEVELOPMENT EROSION CONTROL:** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 1.50 | LF. | 5230 | $ 7,845 |
| **ADMINISTRATION:** | | | | |
| SWPPP ADMINISTRATION | $ 8,000.00 | LS. | 1 | $ 8,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 15,690 | $ 1,295 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,015 |
| **TOTAL** | | | | **$ 26,000** |

**NOTE:**

**1)** THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

**2)** A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING (VARIES SITE TO SITE) | $ 2,025.00 | AC. | 2 | $ 4,050 |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| STREET & RIGHT-OF-WAY EXCAVATION | $ 3.25 | CY. | 8000 | $ 26,000 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,750 |
| **TOTAL** | | | | **$ 35,000** |

**NOTE:**

**1)** THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | $ 50.75 | LF. | 1000 | $ 50,750 |
| 12" P.V.C. WATERLINE | $ 80.50 | LF. | 1500 | $ 120,750 |
| 8" GATE VALVE & BOX | $ 2,250.00 | EA. | 4 | $ 9,000 |
| 12" GATE VALVE & BOX | $ 4,050.00 | EA. | 3 | $ 12,150 |
| FIRE HYDRANT W/ VALVE | $ 7,285.00 | EA. | 4 | $ 29,140 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TN. | 1.0 | $ 5,880 |
| TESTING & CHLORINATION | $ 0.55 | LF. | 2500 | $ 1,375 |
| TRENCH SAFETY | $ - | LF. | 2500 | $ - |
| MAINTENANCE BOND | 1.7% | % | $ 229,045 | $ 3,894 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 6,061 |
| **TOTAL** | | | | **$ 239,000** |

**NOTE:**

**1)** THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

**2)** WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***80.9***

*Prepared:* ***10/28/2022*** *Revised:* ***0***

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 10" P.V.C. PIPE SDR-35 | $ 110.00 | L.F. | 350 | $ 38,500 |
| 10" P.V.C. PIPE SDR-26 | $ 140.00 | L.F. | 110 | $ 15,400 |
| 12" P.V.C. PIPE SDR-26 | $ 175.00 | L.F. | 1440 | $ 252,000 |
| 15" P.V.C. PIPE SDR-35 | $ 175.00 | L.F. | 2350 | $ 411,250 |
| 15" P.V.C. PIPE SDR-26 | $ 220.00 | L.F. | 1020 | $ 224,400 |
| 4' DIAMETER MANHOLE | $ 5,500.00 | EA. | 2 | $ 11,000 |
| 5' DIAMETER MANHOLE | $ 9,350.00 | EA. | 9 | $ 84,150 |
| 5' DIAMETER MANHOLE (EXTRA DEPTH) | $ 20,000.00 | EA. | 14 | $ 280,000 |
| TESTING & T.V. INSPECTION | $ 1.70 | LF. | 5270 | $ 8,959 |
| TRENCH SAFETY | $ 0.10 | LF. | 5270 | $ 527 |
| MAINTENANCE BOND | 1.7% | % | $ 1,325,659.00 | $ 22,537 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 34,277 |
| **TOTAL** | | | | **$ 1,383,000** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Two Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***80.9***

*Prepared:* ***10/28/2022*** *Revised:* ***0***

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 4' X 4' "Y" INLET | $ 4,100.00 | EA. | 2 | $ 8,200 |
| 10' INLET | $ 5,350.00 | EA. | 8 | $ 42,800 |
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 63.00 | LF. | 390 | $ 24,570 |
| 21" R.C.P. | $ 68.50 | LF. | 40 | $ 2,740 |
| 24" R.C.P. | $ 76.75 | LF. | 400 | $ 30,700 |
| 30" R.C.P. | $ 97.00 | LF. | 370 | $ 35,890 |
| 36" R.C.P. | $ 128.50 | LF. | 130 | $ 16,705 |
| 48" R.C.P. | $ 198.00 | LF. | 100 | $ 19,800 |
| 5' X 4' R.C.B | $ 385.00 | LF. | 120 | $ 46,200 |
| 7' X 3' R.C.B | $ 400.00 | LF. | 150 | $ 60,000 |
| CULVERT HEADWALL | $ 12,000.00 | EA. | 2 | $ 24,000 |
| PIPE HEADWALL | $ 5,000.00 | EA. | 2 | $ 10,000 |
| STORM SEWER MANHOLE | $ 6,700.00 | EA. | 1 | $ 6,700 |
| POND OUTLET STRUCTURE | $ 20,000.00 | LS. | 4 | $ 80,000 |
| POND RETAINING WALL | $ 75.00 | L.F. | 4,330 | $ 324,750 |
| POND EXCAVATION | $ 3.25 | CY | 54,000 | $ 175,500 |
| GRADE TO DRAIN | $ 20.00 | LF. | 300 | $ 6,000 |
| TESTING & T.V. INSPECTION | $ 2.50 | LF. | 1704 | $ 4,260 |
| TRENCH SAFETY | $ 0.10 | LF. | 1704 | $ 171 |
| MAINTENANCE BOND | 1.7% | % | $ 918,815 | $ 15,620 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 23,394 |
| **TOTAL** | | | | **$ 958,000** |

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT | $ 75.00 | SY. | 4050 | $ 303,750 |
| 6" LIME TREATED SUBGRADE | $ 3.95 | SY. | 7150 | $ 28,243 |
| HYDRATED LIME | $ 230.00 | TN. | 128.7 | $ 29,601 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 8 | $ 22,400 |
| STREET NAME BLADES | $ 300.00 | EA. | 14 | $ 4,200 |
| TRAFFIC SIGNS | $ 400.00 | EA. | 1 | $ 400 |
| MAINTENANCE BOND | 1.0% | % | $ 638,344 | $ 6,384 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 16,272 |
| **TOTAL** | | | | **$ 661,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **CITY FEES:** | | | | |
| ENGINEERING REVIEW FEE | $ 40,000.00 | LS. | 1 | $ 40,000 |
| INSPECTION FEE | 3.5% | % | $ 3,302,000 | $ 115,570 |
| **PROFESSIONAL FEES:** | | | | |
| ENGINEERING, PLATTING, STAKING | 12% | % | $3,302,000 | $ 396,240 |
| CONSTRUCTION MANAGEMENT | 5% | % | $3,302,000 | $ 165,100 |
| PRINTS & COURIER SERVICE | $ 3,000.00 | LS. | 1 | $ 3,450 |
| **OUTSIDE CONSULTANTS** | | | | |
| ENVIRONMENTAL PHASE 1 | $ - | LS. | 1 | $ - |
| WETLANDS/WOTUS REPORT | $ - | LS. | 1 | $ - |
| GEOTECHNICAL REPORT 1 | $ - | LS. | 0 | $ - |
| MATERIAL TESTING | $ 9,000.00 | LS. | 1 | $ 9,000 |
| **TOTAL** | | | | **729,360** |

# ***Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***113.7***

*Prepared:* ***10/28/2022***

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $815,000 | 0 | $7,168 |
| **WATER IMPROVEMENTS** | $468,000 | 0 | $4,116 |
| **SEWER IMPROVEMENTS** | $0 | 0 | $0 |
| **STORM DRAIN IMPROVEMENTS** | $1,601,000 | 0 | $14,081 |
| **SOFT & MISCELLANEOUS COSTS** | $623,720 | 0 | $5,486 |
| *SUB-TOTALS* | $3,507,720 | $0 | $30,851 |
| *OVERALL CONTINGENCY* 10% | $350,772 | 0 | $3,085 |
| **CATEGORY TOTALS** | **$3,858,492** | **$0** | **$33,936** |

**EXCLUDES:**

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

**1)** IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

**2)** ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

**3)** THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

**4)** THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.

Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***113.7***

*Prepared:* ***10/28/2022***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | LF. | 14228 | $ 21,342 |
| SILT FENCE (HIGH FLOW) (MAINTENANCE) | $ 1.50 | LF. | 14228 | $ 21,342 |
| **POST DEVELOPMENT EROSION CONTROL:** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 1.50 | LF. | 14228 | $ 21,342 |
| **ADMINISTRATION:** | | | | |
| SWPPP ADMINISTRATION | $ 8,000.00 | LS. | 1 | $ 8,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 64,026 | $ 5,283 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 2,691 |
| **TOTAL** | | | | **$ 80,000** |

**NOTE:**

**1)** THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

**2)** A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING (VARIES SITE TO SITE) | $ 2,025.00 | AC. | 2.5 | $ 5,063 |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 1 | $ 3,200 |
| STREET & RIGHT-OF-WAY EXCAVATION | $ 3.25 | CY. | 5500 | $ 17,875 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 862 |
| **TOTAL** | | | | **$ 27,000** |

**NOTE:**

**1)** THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | $ 50.75 | LF. | 1770 | $ 89,828 |
| 12" P.V.C. WATERLINE | $ 80.50 | LF. | 1890 | $ 152,145 |
| 8" GATE VALVE & BOX | $ 2,250.00 | EA. | 10 | $ 22,500 |
| 12" GATE VALVE & BOX | $ 4,050.00 | EA. | 7 | $ 28,350 |
| CONNECT TO EXISTING WATERLINE | $ 1,000.00 | EA. | 11 | $ 11,000 |
| FIRE HYDRANT W/ VALVE | $ 7,285.00 | EA. | 8 | $ 58,280 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TN. | 14.4 | $ 84,672 |
| TESTING & CHLORINATION | $ 0.55 | LF. | 3660 | $ 2,013 |
| TRENCH SAFETY | $ - | LF. | 3660 | $ - |
| MAINTENANCE BOND | 1.7% | % | $ 448,788 | $ 7,630 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 11,582 |
| **TOTAL** | | | | **$ 468,000** |

**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.

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| MAINTENANCE BOND | 1.7% | % | $ - | $ - |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ - |
| **TOTAL** | | | | **$ -** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Three Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***113.7***

*Prepared:* ***10/28/2022***

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| RECESSED CURB INLET | $ 5,000.00 | EA. | 4 | $ 20,000 |
| 10' INLET | $ 5,350.00 | EA. | 16 | $ 85,600 |
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 63.00 | LF. | 690 | $ 43,470 |
| 21" R.C.P. | $ 68.50 | LF. | 240 | $ 16,440 |
| 24" R.C.P. | $ 76.75 | LF. | 50 | $ 3,838 |
| 27" R.C.P. | $ 85.00 | LF. | 50 | $ 4,250 |
| 30" R.C.P. | $ 97.00 | LF. | 50 | $ 4,850 |
| 54" R.C.P. | $ 235.00 | LF. | 750 | $ 176,250 |
| 60" R.C.P. | $ 272.00 | LF. | 1,370 | $ 372,640 |
| 2 ~ 6' X 5' R.C.B | $ 1,250.00 | LF. | 100 | $ 125,000 |
| 2 ~ 5' X 4' R.C.B | $ 800.00 | LF. | 200 | $ 160,000 |
| 5' X 4' R.C.B | $ 400.00 | LF. | 330 | $ 132,000 |
| 7' X 4' R.C.B | $ 500.00 | LF. | 50 | $ 25,000 |
| PIPE HEADWALL | $ 5,000.00 | EA. | 7 | $ 35,000 |
| R.C.B. HEADWALL | $ 12,000.00 | EA. | 6 | $ 72,000 |
| POND RETAINING WALL | $ 75.00 | L.F. | 1,930 | $ 144,750 |
| POND OUTLET STRUCTURE | $ 20,000.00 | LS. | 1 | $ 20,000 |
| POND EXCAVATION | $ 3.25 | CY | 26,000 | $ 84,500 |
| TESTING & T.V. INSPECTION | $ 2.50 | LF. | 3,893 | $ 9,733 |
| TRENCH SAFETY | $ 0.10 | LF. | 3,893 | $ 390 |
| MAINTENANCE BOND | 1.7% | % | $ 1,535,321 | $ 26,101 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 39,188 |
| **TOTAL** | | | | **$ 1,601,000** |

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT | $ 67.00 | SY. | 5,887 | $ 394,429 |
| 6" LIME TREATED SUBGRADE | $ 3.95 | SY. | 24,414 | $ 96,436 |
| HYDRATED LIME | $ 230.00 | TN. | 439 | $ 101,074 |
| 6' TRAIL | $ 45.00 | L.F | 1,850 | $ 83,250 |
| BARRIER FREE RAMPS | $ 2,800.00 | EA. | 2 | $ 5,600 |
| MAINTENANCE BOND | 1.0% | % | $ 683,189 | $ 6,832 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 17,979 |
| **TOTAL** | | | | **$ 708,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **CITY FEES:** | | | | |
| ENGINEERING REVIEW FEE | $ 20,000.00 | LS. | 1 | $ 20,000 |
| INSPECTION FEE | 3.5% | % | $ 2,884,000 | $ 100,940 |
| **PROFESSIONAL FEES:** | | | | |
| ENGINEERING, PLATTING, STAKING | 12% | % | $2,884,000 | $ 346,080 |
| CONSTRUCTION MANAGEMENT | 5% | % | $2,884,000 | $ 144,200 |
| PRINTS & COURIER SERVICE | $ 3,000.00 | LS. | 1 | $ 3,500 |
| **OUTSIDE CONSULTANTS** | | | | |
| ENVIRONMENTAL PHASE 1 | $ - | LS. | 0 | $ - |
| WETLANDS/WOTUS REPORT | $ - | LS. | 0 | $ - |
| GEOTECHNICAL REPORT 1 | $ - | LS. | 0 | $ - |
| MATERIAL TESTING | $ 9,000.00 | LS. | 1 | $ 9,000 |
| **TOTAL** | | | | **623,720** |

# ***Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***108.9***

*Prepared:* ***10/28/2022***

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| **ROADWAY IMPROVEMENTS** | $1,951,000 | 0 | $17,916 |
| **WATER IMPROVEMENTS** | $649,000 | 0 | $5,960 |
| **SEWER IMPROVEMENTS** | $42,000 | 0 | $386 |
| **STORM DRAIN IMPROVEMENTS** | $3,807,300 | 0 | $34,961 |
| **SOFT & MISCELLANEOUS COSTS** | $1,359,107 | 0 | $12,480 |
| *SUB-TOTALS* | $7,808,407 | $0 | $71,703 |
| *OVERALL CONTINGENCY* 10% | $780,841 | 0 | $7,170 |
| **CATEGORY TOTALS** | **$8,589,248** | **$0** | **$78,873** |

**EXCLUDES:**

- COST FOR AMENITY CENTER, TRAILS, LANDSCAPE / IRRIGATION, PERIMETER SITE IMPROVEMENTS, TELEPHONE OR CABLE FEES, CONSTRUCTION
- PREPARED WITHOUT THE BENEFIT OF A BOUNDARY SURVEY, TOPOGRAPHIC SURVEY, CITY REVIEW OF ENGINEERING DOCUMENTS
- PREPARED WITHOUT THE BENEFIT OF A FLOOD STUDY
- DOES NOT INCLUDE COST FOR OFF-SITE EASEMENT

**1)** IT IS IMPORTANT TO NOTE THAT THIS REPORT IS LIMITED IN ACCURACY BECAUSE IT WAS PREPARED WITHOUT THE BENEFIT OF PERMITTED CONSTRUCTION DOCUMENTS AND/OR ENGINEERING REPORTS, THAT MAY BE REQUIRED FOR PERMITTING AND THAT MAY YIELD NEW INFORMATION WHICH COULD AFFECT THE FINAL DEVELOPMENT COST.

**2)** ALL INFRASTRUCTURE COST IDENTIFIED ABOVE ARE PREDICATED ON THE ASSUMPTIONS AND EXCLUSIONS IDENTIFIED IN THE DETAILED COST "BREAK-DOWN" OF PROBABLE COST BY TRACT.

**3)** THE COST ILLUSTRATED ABOVE FOR EACH TRACT ARE ONLY FOR THOSE CATEGORIES SPECIFICALLY OUTLINED BY THE DETAILED COST BREAK-DOWN AND DO NOT NECESSARILY REPRESENT THE TOTAL DEVELOPMENT COST FOR THE PROJECT. IN ADDITION, IN SOME INSTANCES, THE FUTURE DEVELOPMENT OF ONE TRACT MAY NECESSITATE THE EXPENDITURE OF MONIES ALLOCATED WITHIN ANOTHER.

**4)** THIS OPINION OF PROBABLE COST IS ASSOCIATED WITH THE SPECIFIC LAND PLAN SHOWN AT THE TOP OF THIS PAGE. THE SCOPE OF ANY FUTURE LAND PLAN REVISIONS WILL HAVE A DIRECT BEARING ON THE DEVELOPMENT COST.

DOWDEY, ANDERSON & ASSOCIATES, INC.
Land Planning ❖ Civil Engineering ❖ Water Resources ❖ Construction Services

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***108.9***

*Prepared:* ***10/28/2022***

| ROADWAY IMPROVEMENTS ~ EROSION CONTROL | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | LF. | 10400 | $ 15,600 |
| **POST DEVELOPMENT EROSION CONTROL:** | | | | |
| 8' ROLL OF CURLEX WITH SEED | $ 1.50 | LF. | 10400 | $ 15,600 |
| **ADMINISTRATION:** | | | | |
| SWPPP ADMINISTRATION | $ 8,000.00 | LS. | 1 | $ 8,000 |
| SALES TAX ON IMPROVEMENTS | 8.25% | % | $ 31,200 | $ 2,574 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,226 |
| **TOTAL** | | | | **$ 43,000** |

**NOTE:**

**1)** THE UNIT COST FOR SEEDING, HYDROMULCH AND CURLEX DOES NOT INCLUDE MONIES FOR WATERING. THE AMOUNT OF WATER AND THE COST FOR WATERING IS DEPENDENT ON THE SEASON AND THE RAINFALL RECEIVED DURING CONSTRUCTION.

**2)** A SEDIMENTATION BASIN IS REQUIRED WHEN 10 ACRES OR MORE OF A SINGLE DRAINAGE BASIN IS DISTURBED.

| ROADWAY IMPROVEMENTS ~ EXCAVATION | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING (VARIES SITE TO SITE) | $ 2,025.00 | AC. | 11.3 | $ 22,883 |
| CONSTRUCTION ENTRANCE | $ 3,200.00 | EA. | 2 | $ 6,400 |
| STREET & RIGHT-OF-WAY EXCAVATION | $ 3.25 | CY. | 27000 | $ 87,750 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 2,967 |
| **TOTAL** | | | | **$ 120,000** |

**NOTE:**

**1)** THE COST FOR DEMOLISHING EXISTING STRUCTURES IS ONLY AN ALLOWANCE AND SHOULD BE CONFIRMED WITH CONTRACTOR

| WATER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | $ 50.75 | LF. | 2800 | $ 142,100 |
| 12" P.V.C. WATERLINE | $ 80.50 | LF. | 3220 | $ 259,210 |
| WATERLINE BORE WITH CASING (VARIES BY SIZE) | $ 225.00 | LF. | 80 | $ 18,000 |
| 8" GATE VALVE & BOX | $ 2,250.00 | EA. | 3 | $ 6,750 |
| 10" GATE VALVE & BOX | $ 2,800.00 | EA. | 0 | $ - |
| 12" GATE VALVE & BOX | $ 4,050.00 | EA. | 12 | $ 48,600 |
| CONNECT TO EXISTING WATERLINE | $ 1,000.00 | EA. | 4 | $ 4,000 |
| FIRE HYDRANT W/ VALVE | $ 7,285.00 | EA. | 10 | $ 72,850 |
| MISCELLANEOUS FITTINGS | $ 5,880.00 | TN. | 11.4 | $ 67,032 |
| TESTING & CHLORINATION | $ 0.55 | LF. | 6020 | $ 3,311 |
| TRENCH SAFETY | $ - | LF. | 6020 | $ - |
| MAINTENANCE BOND | 1.7% | % | $ 621,853 | $ 10,572 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 16,575 |
| **TOTAL** | | | | **$ 649,000** |

**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.

| SEWER IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. PIPE | $ 40.00 | LF. | 150 | $ 6,000 |
| CONNECT TO EXISTING MANHOLE | $ 1,500.00 | EA. | 6 | $ 9,000 |
| BORE UNDER CREEK | $ 250.00 | LF. | 100 | $ 25,000 |
| TESTING & T.V. INSPECTION | $ 1.70 | LF. | 150 | $ 255 |
| TRENCH SAFETY | $ 0.10 | LF. | 150 | $ 15 |
| MAINTENANCE BOND | 1.7% | % | $ 40,255.00 | $ 685 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 1,045 |
| **TOTAL** | | | | **$ 42,000** |

*Opinion of Probable Cost*

## ***Mustang Lakes Annex ~ PID, Phase Four Major Infrastructure***

*City of Celina, Collin County, Texas*

Land Plan 8/5/2022

*Total Lots:* ***0*** *Total Acres:* ***108.9***

*Prepared:* ***10/28/2022***

| STORM DRAIN IMPROVEMENTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 4' X 4' "Y" INLET | $ 4,100.00 | EA. | 3 | $ 12,300 |
| 10' INLET | $ 5,350.00 | EA. | 6 | $ 32,100 |
| RECESSED CURB INLET | $ 5,000.00 | EA. | 14 | $ 70,000 |
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 63.00 | LF. | 1,140 | $ 71,820 |
| 21" R.C.P. | $ 68.50 | LF. | 960 | $ 65,760 |
| 24" R.C.P. | $ 76.75 | LF. | 900 | $ 69,075 |
| 27" R.C.P. | $ 85.00 | LF. | 50 | $ 4,250 |
| 30" R.C.P. | $ 97.00 | LF. | 350 | $ 33,950 |
| 42" R.C.P. | $ 163.25 | LF. | 50 | $ 8,163 |
| 48" R.C.P. | $ 198.00 | LF. | 800 | $ 158,400 |
| 54" R.C.P. | $ 235.00 | LF. | 100 | $ 23,500 |
| 60" R.C.P. | $ 272.00 | LF. | 180 | $ 48,960 |
| 4 ~ 5' X 5' R.C.B | $ 1,760.00 | LF. | 80 | $ 140,800 |
| 3 ~ 8' X 5' R.C.B | $ 1,750.00 | LF. | 100 | $ 175,000 |
| 8' X 4' R.C.B | $ 540.00 | LF. | 90 | $ 48,600 |
| PIPE HEADWALL | $ 5,000.00 | EA. | 3 | $ 15,000 |
| R.C.B. HEADWALL | $ 12,000.00 | EA. | 7 | $ 84,000 |
| POND RETAINING WALL | $ 75.00 | L.F. | 850 | $ 63,750 |
| POND OUTLET STRUCTURE | $ 20,000.00 | LS. | 1 | $ 20,000 |
| POND EXCAVATION | $ 3.25 | CY | 12,000 | $ 39,000 |
| BRIDGE | $ 2,500,000.00 | LS. | 1 | $ 2,500,000 |
| TESTING & T.V. INSPECTION | $ 2.50 | LF. | 4,530 | $ 11,325 |
| TRENCH SAFETY | $ 0.10 | LF. | 4,530 | $ 453 |
| MAINTENANCE BOND | 1.7% | % | $ 1,061,678 | $ 18,049 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 93,045 |
| **TOTAL** | | | | **$ 3,807,300** |

| ROADWAY IMPROVEMENTS ~ PAVING | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINF. CONCRETE STREET PAVEMENT | $ 67.00 | SY. | 22,018 | $ 1,475,206 |
| 6" LIME TREATED SUBGRADE | $ 3.95 | SY. | 23,591 | $ 93,185 |
| HYDRATED LIME | $ 230.00 | TN. | 425 | $ 97,667 |
| 6' TRAIL | $ 45.00 | L.F | 1,350 | $ 60,750 |
| MAINTENANCE BOND | 1.0% | % | $ 1,726,808 | $ 17,269 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 43,923 |
| **TOTAL** | | | | **$ 1,788,000** |

| SOFT & MISCELLANEOUS COSTS | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| **CITY FEES:** | | | | |
| ENGINEERING REVIEW FEE | $ 25,000.00 | LS. | 1 | $ 25,000 |
| INSPECTION FEE | 3.5% | % | $ 6,449,300 | $ 225,726 |
| **PROFESSIONAL FEES:** | | | | |
| ENGINEERING, PLATTING, STAKING | 12% | % | $6,449,300 | $ 773,916 |
| CONSTRUCTION MANAGEMENT | 5% | % | $6,449,300 | $ 322,465 |
| PRINTS & COURIER SERVICE | $ 3,000.00 | LS. | 1 | $ 3,000 |
| **OUTSIDE CONSULTANTS** | | | | |
| ENVIRONMENTAL PHASE 1 | $ - | LS. | 0 | $ - |
| WETLANDS/WOTUS REPORT | $ - | LS. | 0 | $ - |
| GEOTECHNICAL REPORT 1 | $ - | LS. | 0 | $ - |
| MATERIAL TESTING | $ 9,000.00 | LS. | 1 | $ 9,000 |
| **TOTAL** | | | | **1,359,107** |

DOWDEY, ANDERSON & ASSOCIATES, INC.
A Pape-Dawson Engineers Company

Mr. Randy McCuistion, P.E.
Chief Development Officer
The Cambridge Companies, Inc.
8750 N. Central Expressway, Suite 1735
Dallas, Texas 75231

January 24, 2022

RE: Mustang Lakes Annex PID ~ MU-2 Engineer's Allocation

At the request of Celina 557 Partners, L.P., Dowdey, Anderson & Associates, Inc. (DAA) evaluated the proportionate share of costs associated with the Major Infrastructure to be constructed with Phases One through Four for the MU-2 area within the Mustang Lakes Annex PID. The MU-2 area is comprised of two tracts for a combined 60.737 acres of land located West of FM 2478 (Custer Road), South of Choate Parkway, and on both sides of Roseland Parkway.

In order to properly evaluate the MU-2 cost allocation the following assumptions were used:

1. A single lane of concrete along Choate Parkway and Roseland Parkway will be sufficient for access.
2. The MU-2 tracts will be developed as a variety of land uses designed to support one another, the neighboring residential, and the collective area as a whole.

Major Infrastructure Roadway Allocation

Choate Parkway and Roseland Parkway are both identified on the City's Master Thoroughfare Plan. Furthermore, the City is mandating the road section being constructed to serve all the anticipated land uses of the collective area and thus the required roadway would exceed the proportionate demand necessary to singularly serve the Mixed-Use area in the PID. Nevertheless, assumption number 1 was used to approximate a value of the Mixed Use's proportionate share on the roadway infrastructure. According to the opinion of probable cost for the Mustang Lakes Annex PID, prepared by DAA, there are 319,342 square yards of concrete within the PID. The allocated concrete for MU-2 tracts is 4,514 square yards. The allocated percent for roadway concrete adjacent to the MU-2 tracts is 1.41%.

Major Infrastructure Water and Sanitary Sewer Allocation

Similarly, the water main infrastructure in Choate Parkway, Custer Road and Roseland Parkway are required by the City of Celina Design Manual and are being built to serve a collective area and not a singular Mixed Use development. Likewise, the sanitary sewer mains are being built to serve a collective area and not a singular Mixed Use development. The size and location of the sanitary sewer mains are determined, in part, to gravity service as much of the PID area as possible and to account for the topography of the PID site. In conjunction with the previous statement and the above assumption number two it is our opinion the sanitary sewer mains fall within the pipe's redundancy already needed to serve the residential PID area. Therefore, it is our opinion the cost of Major Infrastructure Water and Sanitary Sewer allocated to the MU-2 tracts is negligible and does not require additional evaluation.

DOWDEY, ANDERSON & ASSOCIATES, INC.
A Pape-Dawson Engineers Company

In conclusion, it is our recommendation to allocate 1.41% of the costs related to the portion of PID Major Roadway Infrastructure to be constructed with Phases One through Four to the MU-2 tracts and zero allocation of the Major Infrastructure Water and Sanitary Sewer cost. According to the opinion of probable cost, such PID Roadway costs are $7,061,000. The allocated 1.41% for the MU-2 tracts equals $99,560.

Please contact me with any further questions.

Sincerely,

Colin Helffrich, P.E.

# MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

## *Opinion of Probable Cost Summary*

| CATEGORY | By Category | By Lot | By Acre |
|---|---|---|---|
| EROSION CONTROL (DIRECT) | $105,722 | $394 | $1,351 |
| | | | |
| EROSION CONTROL (MAJOR) | $46,226 | $172 | $591 |
| | | | |
| EXCAVATION (DIRECT) | $322,046 | $1,202 | $4,116 |
| | | | |
| EXCAVATION (MAJOR IMPROVEMENT) | $1,006,724 | $3,756 | $12,867 |
| | | | |
| RETAINING WALLS (MAJOR IMPROVEMENT) | $680,892 | $2,540.64 | $8,702.61 |
| | | | |
| WATER (DIRECT) | $1,963,890 | $7,328 | $25,101 |
| | | | |
| WATER (MAJOR) | $1,580,431 | $5,897 | $20,200 |
| | | | |
| SANITARY SEWER (DIRECT) | $1,385,720 | $5,171 | $17,711 |
| | | | |
| SANITARY SEWER (MAJOR) | $1,533,555 | $5,722 | $19,601 |
| | | | |
| STORM SEWER (DIRECT) | $2,454,513 | $9,159 | $31,372 |
| | | | |
| STORM SEWER (MAJOR IMPROVEMENTS) | $1,942,344 | $7,248 | $24,825 |
| | | | |
| PAVING (DIRECT) | $4,981,915 | $18,589 | $63,675 |
| | | | |
| PAVING (MAJOR IMPROVEMENTS) | **$ 4,485,521** | **$ 16,737** | **$ 57,330** |
| | | | |
| CITY, PROFESSIONAL & MISCELLANEOUS FEES (DIRECT) | $1,810,582 | $6,756 | $23,141 |
| **GRAND TOTAL** | **$24,300,082** | **$90,672** | **$310,584** |

*Opinion of Probable Cost*


# MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*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. | 4,300 | $ 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. | 30,000 | $ 37,500.00 |
| INLET PROTECTION | $ 500.00 | EA | 39 | $ 19,500.00 |
| DISK & SEED | $ 325.00 | ACRE | 57 | $ 18,525.00 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 9,397.50 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 2,349.38 |
| **TOTAL** | | | | **$ 105,721.88** |

*Opinion of Probable Cost*

# *MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL*

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

| EROSION CONTROL (MAJOR) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| ***CHOATE PARKWAY*** | | | | |
| **PRE-DEVELOPMENT EROSION CONTROL:** | | | | |
| SILT FENCE (HIGH FLOW) | $ 1.50 | L.F. | 8,500 | $ 12,750.00 |
| 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. | 8,500 | $ 10,625.00 |
| INLET PROTECTION | $ 500.00 | EA | 16 | $ 8,000.00 |
| DISK & SEED | $ 325.00 | ACRE | 2 | $ 650.00 |
| MISCELLANEOUS ITEMS (5%) | | | | $ 2,201.25 |
| **TOTAL** | | | | **$ 46,226.25** |

| EXCAVATION (DIRECT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING | $ 2,650.00 | ACRE | 18.1 | $ 47,935.85 |
| ONSITE CUT/FILL | $ 3.45 | C.Y. | 56,176 | $ 193,807.64 |
| SURCHARGE - HAUL TO STOCKPILE | $ 2.45 | C.Y. | 17,355 | $ 42,519.75 |
| CONSTRUCTION ENTRANCE | $ 2,000.00 | EA. | 1 | $ 2,000.00 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 28,626.32 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 7,156.58 |
| **TOTAL** | | | | **$ 322,046** |

| EXCAVATION (MAJOR IMPROVEMENT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| CLEARING & GRUBBING | $ 2,650.00 | ACRE | 4.6 | $ 12,190.00 |
| CLEARING & GRUBBING | $ 3.45 | ACRE | 5.8 | $ 20.01 |
| ONSITE CUT/FILL | $ 3.45 | C.Y. | 15,224 | $ 52,522.36 |
| SURCHARGE - HAUL TO STOCKPILE | $ 2.45 | C.Y. | 66,905 | $ 163,917.25 |
| POND EXCAVATION | $ 6.85 | C.Y. | 67,520 | $ 462,512.00 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 69,116.16 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 17,279.04 |
| ***SUBTOTAL*** | | | | ***$ 777,557*** |
| ***CHOATE PARKWAY*** | | | | |
| MOBILIZATION | $ 12,600.00 | LS. | 1.0 | $ 12,600.00 |
| CLEARING & GRUBBING | $ 70,225.00 | LS. | 1.0 | $ 70,225.00 |
| DEMO EXISTING ASPHALT IN CR 88 | $ 13,900.00 | LS. | 1.0 | $ 13,900.00 |
| STRIP TOPSOIL | $ 3.00 | CY. | 943 | $ 2,829.00 |
| ONSITE CUT/FILL | $ 5.90 | C.Y. | 11,400 | $ 67,260.00 |
| TRAFFIC CONTROL PH 1 - MOB | $ 9,520.00 | EA. | 1 | $ 9,520.00 |
| TRAFFIC CONTROL PH 1 - MSG BOARD - 2 EA | $ 190.00 | DAY | 7 | $ 1,330.00 |
| BARRICADES AND SIGNS | $ 4,340.00 | MO | 6 | $ 26,040.00 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 20,370.40 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 5,092.60 |
| ***SUBTOTAL*** | | | | ***$ 229,167*** |
| **TOTAL** | | | | **$ 1,006,724** |

| RETAINING WALL (MAJOR IMPROVEMENT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| POND BLOCK F | $ 143,435.00 | L.S. | 1 | $ 143,435.00 |
| POND BLOCK H NEAR LOT 1 | $ 149,021.00 | L.S. | 1 | $ 149,021.00 |
| POND BLOCK H NEAR LOT 38 | $ 111,858.00 | L.S. | 1 | $ 111,858.00 |
| POND BLOCK J | $ 202,059.00 | L.S. | 1 | $ 202,059.00 |
| POND BLOCK J NEAR LOT 65 | $ 11,019.00 | L.S. | 1 | $ 11,019.00 |
| POND BLOCK O | $ 31,077.00 | L.S. | 1 | $ 31,077.00 |
| MISCELLANEOUS ITEMS (5%) | | | | $ 32,423.45 |
| **TOTAL** | | | | **$ 680,892.45** |

| WATER (DIRECT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 6" P.V.C. WATERLINE | $ 41.00 | L.F. | 154 | $ 6,314.00 |
| 8" P.V.C. WATERLINE | $ 52.20 | L.F. | 14,216 | $ 742,075.20 |
| 6" GATE VALVE & BOX | $ 1,900.00 | EA. | 33 | $ 62,700.00 |
| 8" GATE VALVE & BOX | $ 2,725.00 | EA. | 65 | $ 177,125.00 |
| 12" GATE VALVE & BOX | $ 5,090.00 | EA. | 22 | $ 111,980.00 |

*Opinion of Probable Cost*

# *MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL*

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

| | | | | | |
|---|---|---|---|---|---|
| FIRE HYDRANT ASSEMBLY W/ 6" LEAD | $ 7,150.00 | EA. | 31 | $ | 221,650.00 |
| FLOW TEST FIRE HYDRANT | $ 205.00 | EA. | 31 | $ | 6,355.00 |
| REMOVE PLUG & CONNECT TO EX. 8" WATER | $ 550.00 | EA. | 5 | $ | 2,750.00 |
| REMOVE PLUG & CONNECT TO EX. 12" WATER | $ 700.00 | EA. | 3 | $ | 2,100.00 |
| 2" AUTO FLUSH VALVE | $ 10,500.00 | EA. | 1 | $ | 10,500.00 |
| 8" END & PLUG | $ 400.00 | EA. | 14 | $ | 5,600.00 |
| 1" DOMESTIC SERVICE | $ 1,002.00 | EA. | 267 | $ | 267,534.00 |
| 1" DOMESTIC SERVICE FOR FUTURE LOTS | $ 1,015.00 | EA. | 2 | $ | 2,030.00 |
| MISCELLANEOUS FITTINGS | $ 10,675.00 | TON | 7.4 | $ | 78,888.25 |
| TRACE WIRE STATIONS | $ 0.70 | L.F. | 14,370 | $ | 10,059.00 |
| TESTING & CHLORINATION | $ 1.10 | L.F. | 14,370 | $ | 15,807.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 14,370 | $ | 1,437.00 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 21% | $ | 20,775.32 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ | 174,567.98 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ | 43,641.99 |
| **TOTAL** | | | | **$** | **1,963,890** |

**NOTE:**

**1)** THE COST FOR DOMESTIC AND IRRIGATION METERS ARE PAID BY THE BUILDER, PRIOR TO CONNECTION.

**2)** WATER METER COSTS ARE ESTABLISHED BY THE CITY AND VARY WITH SIZE.

| WATER (MAJOR) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. WATERLINE | $ 52.20 | L.F. | 455 | $ 23,751.00 |
| 12" P.V.C. WATERLINE | $ 82.15 | L.F. | 6,065 | $ 498,239.75 |
| 6" GATE VALVE & BOX | $ 1,900.00 | EA. | 4 | $ 7,600.00 |
| 8" GATE VALVE & BOX | $ 2,725.00 | EA. | 15 | $ 40,875.00 |
| 12" GATE VALVE & BOX | $ 5,090.00 | EA. | 4 | $ 20,360.00 |
| 8" END & PLUG | $ 400.00 | EA. | 11 | $ 4,400.00 |
| 12" END & PLUG | $ 625.00 | EA. | 2 | $ 1,250.00 |
| FIRE HYDRANT ASSEMBLY W/ 6" LEAD | $ 7,150.00 | EA. | 6 | $ 42,900.00 |
| FLOW TEST FIRE HYDRANT | $ 205.00 | EA. | 6 | $ 1,230.00 |
| REMOVE PLUG & CONNECT TO EX. 12" WATER | $ 700.00 | EA. | 1 | $ 700.00 |
| CONNECT TO EX. 12" WATER (CUT IN 12" X 12" TEE) | $ 10,375.00 | EA. | 1 | $ 10,375.00 |
| 24" STELL ENCASEMENT PIPE | $ 294.00 | LF | 108 | $ 31,752.00 |
| MISCELLANEOUS FITTINGS | $ 10,675.00 | TON | 5.1 | $ 54,549.25 |
| TRACE WIRE STATIONS | $ 0.70 | L.F. | 6,520 | $ 4,564.00 |
| TESTING & CHLORINATION | $ 1.10 | L.F. | 6,520 | $ 7,172.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 6,520 | $ 652.00 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 9% | $ 9,037.71 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 75,940.77 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 18,985.19 |
| ***SUBTOTAL*** | | | | ***$ 854,334*** |
| ***CHOATE PARKWAY*** | | | | |
| 4" P.V.C. WATERLINE | $ 39.50 | L.F. | 20 | $ 790.00 |
| 12" P.V.C. WATERLINE | $ 84.50 | L.F. | 3,510 | $ 296,595.00 |
| 24" STEEL CASING | $ 294.00 | L.F. | 350 | $ 102,900.00 |
| 2"x2" CUT-IN TEE CONNECTION | $ 6,925.00 | EA. | 1 | $ 6,925.00 |
| 12" GATE VALVE & BOX | $ 5,150.00 | EA. | 15 | $ 77,250.00 |
| 6" GATE VALVE & BOX | $ 1,925.00 | EA. | 8 | $ 15,400.00 |
| FIRE HYDRANT ASSEMBLY W/ 6" LEAD | $ 7,150.00 | EA. | 8 | $ 57,200.00 |
| MISCELLANEOUS FITTINGS | $ 10,115.00 | TON | 3 | $ 30,345.00 |
| COMBINATION AIR AND VACUUM RELEASE VALVE & VAULT | $ 9,050.00 | EA. | 2 | $ 18,100.00 |
| POST HYDRANT ASSEMBLY | $ 4,850.00 | EA. | 1 | $ 4,850.00 |
| 1" WATER SERVICE W/ 3" CASING & TRANSFER | $ 4,750.00 | EA. | 3 | $ 14,250.00 |
| CONNECT TO EXISTING 12" STUB | $ 725.00 | EA. | 1 | $ 725.00 |
| CUT & PLUG EX 2" WATER MAIN | $ 600.00 | EA. | 2 | $ 1,200.00 |
| REM. & REPLACE ASPHALT PAVING | $ 200.00 | SY. | 14 | $ 2,800.00 |
| TESTING & CHLORINATION | $ 1.25 | L.F. | 3,530 | $ 4,412.50 |
| TRENCH SAFETY | $ 0.10 | L.F. | 3,530 | $ 353.00 |
| MAINTENCE BOND | $ 24,900.00 | % | 45% | $ 11,324.53 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 64,542.00 |
| MISCELLANEOUS ITEMS (5%) | | | | $ 16,135.50 |
| ***SUBTOTAL*** | | | | ***$ 726,098*** |
| **TOTAL** | | | | **$ 1,580,431** |

| SANITARY SEWER (DIRECT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. PIPE (SDR-35) | $ 44.25 | L.F. | 10,248 | $ 453,474.00 |
| 8" P.V.C. PIPE (SDR-26) | $ 67.15 | L.F. | 512 | $ 34,380.80 |

*Opinion of Probable Cost*

# *MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL*

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

| | | | | | |
|---|---|---|---|---|---|
| 4' DIAMETER MANHOLE | $ 7,450.00 | EA. | 42 | $ | 312,900.00 |
| 8" PLUG | $ 85.00 | EA. | 17 | $ | 1,445.00 |
| REMOVE PLUG & CONNECT TO EXISTING 8" PVC | $ 685.00 | EA. | 2 | $ | 1,370.00 |
| REMOVE PLUG & BUILD 4' DIAMETER. MANHOLE ON EXIST. 8" SANITARY SEWER | $ 8,385.00 | EA. | 2 | $ | 16,770.00 |
| CONNECT TO EXISTING 4' DIAMETER MANHOLE | $ 2,175.00 | EA. | 1 | $ | 2,175.00 |
| CONNECT TO EXISTING 5' DIAMETER MANHOLE W/DROP CONNECTION | $ 5,050.00 | EA. | 1 | $ | 5,050.00 |
| 4" SANITARY SEWER SERVICE | $ 1,050.00 | EA. | 237 | $ | 248,850.00 |
| 4" SANITARY SEWER SERVICE (FUTURE) | $ 1,698.00 | EA. | 29 | $ | 49,242.00 |
| CONNECT 4" SEWER SERVICE TO EX. 27" SANITARY SEWER | $ 2,495.00 | EA. | 3 | $ | 7,485.00 |
| SDR-26 ENCASEMENT PIPE (@ WTR CROSSINGS) | $ 94.00 | L.F. | 486 | $ | 45,684.00 |
| CEMENT STABILIZED SAND (FOR WATER LINE) | $ 62.50 | L.F. | 36 | $ | 2,250.00 |
| 16" STEEL ENCASEMENT BY JACK & BORE | $ 537.00 | L.F. | 30 | $ | 16,110.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 10,760 | $ | 1,076.00 |
| TESTING & T.V. INSPECTION | $ 1.75 | L.F. | 10,760 | $ | 18,830.00 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 15% | $ | 14,659.06 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ | 123,175.09 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ | 30,793.77 |
| **TOTAL** | | | | **$** | **1,385,720** |

| SANITARY SEWER (MAJOR) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" P.V.C. PIPE (SDR-35) PARALLEL SEWER | $ 44.25 | L.F. | 824 | $ 36,462.00 |
| 10" P.V.C. PIPE (SDR-35) | $ 55.25 | L.F. | 1,329 | $ 73,427.25 |
| 10" P.V.C. PIPE (SDR-26) | $ 86.85 | L.F. | 169 | $ 14,677.65 |
| 12" P.V.C. PIPE (SDR-26) | $ 260.00 | L.F. | 1,305 | $ 339,300.00 |
| 15" P.V.C. PIPE (SDR-35) | $ 87.35 | L.F. | 1,661 | $ 145,088.35 |
| 15" P.V.C. PIPE (SDR-26) | $ 206.00 | L.F. | 1,640 | $ 337,840.00 |
| 4' DIAMETER MANHOLE | $ 7,450.00 | EA. | 4 | $ 29,800.00 |
| 5' DIAMETER MANHOLE | $ 15,350.00 | EA. | 16 | $ 245,600.00 |
| 5' DIAMETER DROP MANHOLE | $ 22,295.00 | EA. | 5 | $ 111,475.00 |
| 10" PLUG | $ 225.00 | EA. | 2 | $ 450.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 6,928 | $ 692.80 |
| TESTING & T.V. INSPECTION | $ 1.75 | L.F. | 6,928 | $ 12,124.00 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 17% | $ 16,222.96 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 136,316.00 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 34,079.00 |
| **TOTAL** | | | | **$ 1,533,555** |

| STORM SEWER (DIRECT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 70.00 | L.F. | 1,110 | $ 77,700.00 |
| 21" R.C.P. | $ 76.00 | L.F. | 735 | $ 55,860.00 |
| 24" R.C.P. | $ 87.00 | L.F. | 512 | $ 44,544.00 |
| 27" R.C.P. | $ 101.00 | L.F. | 1,006 | $ 101,606.00 |
| 30" R.C.P. | $ 111.00 | L.F. | 1,534 | $ 170,274.00 |
| 36" R.C.P. | $ 141.00 | L.F. | 1,151 | $ 162,291.00 |
| 42" R.C.P. | $ 186.00 | L.F. | 1,598 | $ 297,228.00 |
| 48" R.C.P. | $ 223.00 | L.F. | 1,156 | $ 257,788.00 |
| 4'X4' R.C.B. | $ 332.00 | L.F. | 86 | $ 28,552.00 |
| 5'X3' R.C.B. | $ 366.00 | L.F. | 843 | $ 308,538.00 |
| 10' CURB INLET | $ 7,600.00 | EA. | 36 | $ 273,600.00 |
| 15' CURB INLET | $ 10,200.00 | EA | 4 | $ 40,800.00 |
| 4'X4' DROP INLET | $ 6,300.00 | EA | 3 | $ 18,900.00 |
| 4'X4' JUNCTION BOX | $ 7,100.00 | EA | 6 | $ 42,600.00 |
| 5'X5' JUNCTION BOX | $ 8,400.00 | EA | 7 | $ 58,800.00 |
| 7'X7' JUNCTION BOX | $ 17,000.00 | EA | 1 | $ 17,000.00 |
| 4'X4' DS MH LG | $ 45,400.00 | EA | 1 | $ 45,400.00 |
| 5'X5' DS MH LG | $ 45,400.00 | EA | 2 | $ 90,800.00 |
| 4' MANHOLE RISER | $ 7,250.00 | EA | 1 | $ 7,250.00 |
| 18" TXDOT SETP-PD HEADWALL | $ 6,300.00 | EA | 1 | $ 6,300.00 |
| 30" TXDOT SETP-PD HEADWALL | $ 6,400.00 | EA | 1 | $ 6,400.00 |
| 42" TXDOT SETP-PD HEADWALL | $ 8,400.00 | EA | 1 | $ 8,400.00 |
| 4'X4' TXDOT SETP-PD HEADWALL | $ 10,200.00 | EA | 1 | $ 10,200.00 |
| CONNECT TO EXISTING PIPE | $ 550.00 | EA. | 2 | $ 1,100.00 |
| REMOVE HEADWALL & CONNECT TO EXISTING PIPE | $ 1,025.00 | EA. | 1 | $ 1,025.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 9,731 | $ 973.10 |

| | | | | | |
|---|---|---|---|---|---|
| TV INSPECTION | $ 2.25 | L.F. | 9,731 | $ | 21,894.75 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 26% | $ | 25,965.46 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ | 218,178.93 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ | 54,544.73 |
| **TOTAL** | | | | **$** | **2,454,513** |

| **STORM SEWER (MAJOR IMPROVEMENTS)** | **UNIT COST ($)** | **UNIT (-)** | **QTY (± #)** | **TOTAL ($)** |
|---|---|---|---|---|
| 36" R.C.P. | $ 159.00 | L.F. | 425 | $ 67,575.00 |
| 42" R.C.P. | $ 221.00 | L.F. | 562 | $ 124,202.00 |
| 48" R.C.P. | $ 258.00 | L.F. | 175 | $ 45,150.00 |
| 4'X4' R.C.B. | $ 339.00 | L.F. | 103 | $ 34,917.00 |
| 5'X3' R.C.B. | $ 381.00 | L.F. | 50 | $ 19,050.00 |
| 5'X4' R.C.B. | $ 403.00 | L.F. | 124 | $ 49,972.00 |
| 8'X3' R.C.B. | $ 615.00 | L.F. | 99 | $ 60,885.00 |
| 4' X 4' DROP INLET | $ 6,300.00 | EA. | 1 | $ 6,300.00 |
| 10' REC. CURB INLET | $ 7,900.00 | EA. | 2 | $ 15,800.00 |
| 10' CURB INLET W/DEBRIS SEPARATOR | $ 15,950.00 | EA. | 1 | $ 15,950.00 |
| 4' X 4' JUNCTION BOX | $ 7,100.00 | EA. | 2 | $ 14,200.00 |
| 5' X 5' JUNCTION BOX | $ 8,400.00 | EA. | 1 | $ 8,400.00 |
| 7'X7' JUNCTION BOX | $ 17,000.00 | EA | 1 | $ 17,000.00 |
| 4'X3' POND RISER W/ GRATE | $ 11,400.00 | EA | 1 | $ 11,400.00 |
| 4'X4' POND RISER W/ GRATE | $ 12,250.00 | EA | 1 | $ 12,250.00 |
| 4'X4' DS MH LG | $ 45,400.00 | EA | 2 | $ 90,800.00 |
| 5'X5' DS MH LG | $ 45,400.00 | EA | 1 | $ 45,400.00 |
| 7'X7' DS MH LG | $ 48,825.00 | EA | 1 | $ 48,825.00 |
| 18" TXDOT SETP-CD HEADWALL | $ 5,950.00 | EA. | 1 | $ 5,950.00 |
| 18" TXDOT SETP-PD HEADWALL | $ 6,300.00 | EA. | 1 | $ 6,300.00 |
| 21" TXDOT SETP-PD HEADWALL | $ 6,400.00 | EA. | 2 | $ 12,800.00 |
| 36" TXDOT SETP-PD HEADWALL | $ 7,900.00 | EA. | 3 | $ 23,700.00 |
| 42" TXDOT SETP-PD HEADWALL | $ 8,400.00 | EA. | 1 | $ 8,400.00 |
| 42" TXDOT SETP-CD HEADWALL | $ 8,400.00 | EA. | 1 | $ 8,400.00 |
| 48" TXDOT CH-PW-0 HEADWALL | $ 13,650.00 | EA. | 1 | $ 13,650.00 |
| 48" SLOPED END HEADWALL | $ 9,000.00 | EA. | 3 | $ 27,000.00 |
| 4' X 4' TXDOT SETB-PD HEADWALL | $ 10,200.00 | EA. | 1 | $ 10,200.00 |
| 5' X 3' TXDOT SETB-PD HEADWALL | $ 10,900.00 | EA. | 2 | $ 21,800.00 |
| 5' X 4' TXDOT SETB-PD HEADWALL | $ 11,950.00 | EA. | 1 | $ 11,950.00 |
| 8' X 3' TXDOT SETB-PD HEADWALL | $ 18,250.00 | EA. | 2 | $ 36,500.00 |
| 5'X10' GABIONS MATTRESS | $ 2,750.00 | EA. | 3 | $ 8,250.00 |
| 15'X10' GABIONS MATTRESS | $ 7,100.00 | SY | 3 | $ 21,300.00 |
| 12" THICK SACK GABIONS | $ 414.00 | SY | 35 | $ 14,490.00 |
| PUMP DOWN EXISTING PONDS | $ 9,550.00 | LS. | 2 | $ 19,100.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 1,538 | $ 153.80 |
| TV INSPECTION | $ 2.25 | L.F. | 1,538 | $ 3,460.50 |
| MAINTENCE BOND 2-YR 100% | $ 98,000.00 | % | 12% | $ 11,339.50 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 95,281.98 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 23,820.50 |
| ***SUBTOTAL*** | | | | ***$ 1,071,922*** |
| ***CHOATE PARKWAY*** | | | | |
| 18" R.C.P. *(Reinforced Concrete Pipe)* | $ 71.00 | L.F. | 1,738 | $ 123,398.00 |
| 21" R.C.P. | $ 78.00 | L.F. | 243 | $ 18,954.00 |
| 24" R.C.P. | $ 89.00 | L.F. | 379 | $ 33,731.00 |
| 36" R.C.P. | $ 142.00 | L.F. | 21 | $ 2,982.00 |
| 42" R.C.P. | $ 190.00 | L.F. | 208 | $ 39,520.00 |
| 6' X 4' R.C.B. | $ 582.00 | L.F. | 268 | $ 155,976.00 |
| 15' REC. CURB INLET | $ 10,400.00 | EA. | 2 | $ 20,800.00 |
| 10' REC. CURB INLET W/ DEBRIS SEPERATOR | $ 16,200.00 | EA. | 1 | $ 16,200.00 |
| 10' REC. CURB INLET | $ 8,100.00 | EA. | 9 | $ 72,900.00 |
| 4' X 4' JUNCTION BOX | $ 7,400.00 | EA. | 6 | $ 44,400.00 |
| 5' X 5' JUNCTION BOX | $ 8,700.00 | EA. | 2 | $ 17,400.00 |
| LARGE DEBRIS SEPERATOR | $ 47,000.00 | EA. | 1 | $ 47,000.00 |
| 3-6'X4' PW-1 HEADWALL | $ 41,350.00 | EA. | 1 | $ 41,350.00 |
| 3-6'X4' PW-2 HEADWALL | $ 41,850.00 | EA. | 1 | $ 41,850.00 |
| FLEXMAT | $ 208.50 | SY | 361 | $ 75,268.50 |
| REM. H.W. & CONNECT TO EX. 42" RCP | $ 975.00 | EA. | 1 | $ 975.00 |
| TRENCH SAFETY | $ 0.10 | L.F. | 2,857 | $ 285.70 |
| TV INSPECTION | $ 2.50 | L.F. | 2,857 | $ 7,142.50 |
| MAINTENCE BOND | $ 24,900.00 | % | 55% | $ 13,575.47 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 77,370.82 |

*Opinion of Probable Cost*

# *MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL*

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

| | | | |
|---|---|---|---|
| MISCELLANEOUS ITEMS (2.5%) | | | $ 19,342.70 |
| ***SUBTOTAL*** | | | ***$ 870,422*** |
| **TOTAL** | | | **$ 1,942,344** |

| PAVING (DIRECT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINFORCED CONCRETE PAVEMENT (BEST IN CLASS) | $ 65.15 | S.Y. | 3,365 | $ 219,230.00 |
| 6" REINFORCED CONCRETE PAVEMENT | $ 57.40 | S.Y. | 42,353 | $ 2,431,062.20 |
| 6" REINFORCED CONCRETE PAVEMENT (FOR ALLEY) | $ 75.95 | S.Y. | 2,327 | $ 176,735.65 |
| 6" REINFORCED CONCRETE PAVEMENT (FOR URBAN ST.) | $ 63.85 | S.Y. | 3,663 | $ 233,882.55 |
| 6" LIME STABILIZED SUBGRADE | $ 3.60 | S.Y. | 58,423 | $ 210,323.78 |
| HYDRATED LIME (36 LBS/SY) | $ 335.00 | TON | 1,051 | $ 352,201.88 |
| CONCRETE HEADER & TYPE III BARRICADE | $ 2,200.00 | EA. | 2 | $ 4,400.00 |
| REMOVE BARRICADE & CONNECT TO EX. ST. HEADER | $ 1,100.00 | EA. | 3 | $ 3,300.00 |
| 5' WIDE SIDEWALK (BY DEVELOPER) | $ 72.00 | S.Y. | 2,520 | $ 181,440.00 |
| 6' WIDE SIDEWALK (BY DEVELOPER) | $ 72.00 | S.Y. | 3,883 | $ 279,576.00 |
| 10' WIDE TRAIL (BY DEVELOPER) | $ 99.00 | S.F. | 1,100 | $ 108,900.00 |
| BARRIER FREE RAMPS | $ 3,000.00 | EA. | 41 | $ 123,000.00 |
| DETECTABLE WARNING SURFACE AT ALLEYS | $ 2,800.00 | EA. | 6 | $ 16,800.00 |
| STREET NAME BLADE (BRANDON INDUSTRIES) | $ 1,300.00 | EA. | 42 | $ 54,600.00 |
| STOP SIGN AND POLE 30"x30" (BRANDON INDUSTRIES) | $ 430.00 | EA. | 18 | $ 7,740.00 |
| STOP SIGN AND POLE 36"x36" (BRANDON INDUSTRIES) | $ 525.00 | EA. | 1 | $ 525.00 |
| NO OUTLET SIGN | $ 275.00 | EA. | 7 | $ 1,925.00 |
| MAINTENCE BOND | $ 29,750.00 | % | 76% | $ 22,726.79 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 442,836.88 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 110,709.22 |
| **TOTAL** | | | | **$ 4,981,915** |

| PAVING (MAJOR IMPROVEMENT) | UNIT COST ($) | UNIT (-) | QTY (± #) | TOTAL ($) |
|---|---|---|---|---|
| 8" REINFORCED CONCRETE PAVEMENT (ROSELAND-ANNEX PH | $ 65.15 | S.Y. | 8,027 | $ 522,960.00 |
| 6" REINFORCED CONCRETE PAVEMENT (VICTORY GALLOP) | $ 57.40 | S.Y. | 4,445 | $ 255,143.00 |
| 6" LIME STABILIZED SUBGRADE | $ 3.60 | SY. | 14,092 | $ 50,731.00 |
| HYDRATED LIME (36 LBS/SY) | $ 335.00 | TN. | 254 | $ 84,974.00 |
| REMOVE BARRICADE & CONNECT TO EX. ST. HEADER | $ 1,100.00 | EA. | 3 | $ 3,300.00 |
| CONCRETE HEADER & TYPE III BARRICADE | $ 2,200.00 | LF. | 1 | $ 2,200.00 |
| CONNECT TO EXISTING ASPHALT PAVING | $ 950.00 | EA. | 3 | $ 2,850.00 |
| ASPHALT PAVEMENT | $ 155.00 | S.Y. | 870 | $ 134,850.00 |
| LAYDOWN MEDIAN NOSE | $ 650.00 | EA. | 4 | $ 2,600.00 |
| STAMPED CONCRETE (MEDIAN NOSES, CROSSWALKS, SPLITTER ISLANDS, TRUCK APRON) | $ 330.00 | S.Y. | 510 | $ 168,300.00 |
| 6' WIDE SIDEWALK (BY DEVELOPER) | $ 72.00 | S.Y. | 117 | $ 8,424.00 |
| 8' WIDE TRAIL (BY DEVELOPER) | $ 99.00 | S.F. | 800 | $ 79,200.00 |
| BARRIER FREE RAMPS | $ 3,000.00 | EA. | 3 | $ 9,000.00 |
| ROSELAND/ROUNDABOUT PAVEMENT MARKINGS | $ 5,125.00 | LS. | 1 | $ 5,125.00 |
| STREET NAME BLADE (BRANDON INDUSTRIES) | $ 1,300.00 | EA. | 4 | $ 5,200.00 |
| STOP SIGN AND POLE 36"x36" (BRANDON INDUSTRIES) | $ 525.00 | EA. | 2 | $ 1,050.00 |
| TRAFFIC SIGN | $ 2,130.00 | EA. | 12 | $ 25,560.00 |
| MAINTENCE BOND | $ 29,750.00 | % | 24% | $ 7,023.21 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ 136,849.02 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ 34,212.26 |
| ***SUBTOTAL*** | | | | ***$ 1,539,551*** |
| ***CHOATE PKWY & ROSELAND PKWY STA 14+22.90 TO 24+44.27)*** | | | | |
| 10" REINF. CONCRETE STREET PAVEMENT | $ 73.85 | S.Y. | 17,945 | $ 1,325,238.25 |
| 9" REINF. CONCRETE STREET PAVEMENT | $ 85.90 | S.Y. | 393 | $ 33,758.70 |
| 7" REINF. CONCRETE STREET PAVEMENT | $ 82.05 | S.Y. | 207 | $ 16,984.35 |
| 6" REINF. CONCRETE STREET PAVEMENT | $ 78.00 | S.Y. | 1,091 | $ 85,098.00 |
| 2" HOT MIX ASPHALTIC CONCRETE (TYPE D) | $ 34.80 | S.Y. | 917 | $ 31,911.60 |
| 4" ASPHALTIC (TYPE B) | $ 81.10 | S.Y. | 466 | $ 37,792.60 |
| 8" SCARIFIED AND COMPACTED SUBGRADE | $ 3.00 | S.Y. | 600 | $ 1,800.00 |
| 8" LIME TREATED SUBGRADE | $ 3.50 | S.Y. | 20,481 | $ 71,683.50 |
| HYDRATED LIME (36 LBS/SY) | $ 335.00 | TN. | 369 | $ 123,615.00 |
| 8" FLEX BASE | $ 19.25 | C.Y. | 540 | $ 10,395.00 |
| LAYDOWN MEDIAN NOSE | $ 650.00 | EA. | 12 | $ 7,800.00 |
| STAMPED CONCRETE | $ 280.00 | SY. | 525 | $ 147,000.00 |
| 10" STAMPED CONCRETE CROSS WALK | $ 310.00 | SY. | 330 | $ 102,300.00 |
| 13" STAMPED CONCRETE TRUCK APRON | $ 330.00 | SY. | 575 | $ 189,750.00 |
| 3" MOUNTABLE CURB AT TRUCK APRON | $ 6.00 | LF. | 396 | $ 2,376.00 |
| END OF ROAD BARRICADE | $ 1,700.00 | EA. | 2 | $ 3,400.00 |

*Opinion of Probable Cost*

# *MUSTANG LAKES ANNEX PHASE TWO & CHOATE PARKWAY DIRECT & MI DETAIL*

*OVERALL COST OPINION BY TRACT*

Construction Documents: 07/22/2024

*Total Lots: 268* *Total Acres: 78.24*

*Prepared: 1/3/2025* *Revised:*

| | | | | | |
|---|---|---|---|---|---|
| 10' WIDE 6" THICK CONCRETE SIDEWALK | $ 11.00 | LF. | 5,655 | $ | 62,205.00 |
| BARRIER FREE RAMPS | $ 3,000.00 | EA. | 12 | $ | 36,000.00 |
| STREET NAME BLADES ON DECORATIVE POST | $ 1,300.00 | EA. | 8 | $ | 10,400.00 |
| TRAFFIC CONTROL | $ 13,300.00 | LS. | 1 | $ | 13,300.00 |
| STREET SIGN ASSEMBLY ON DECORATIVE POST | $ 3,000.00 | EA. | 57 | $ | 171,000.00 |
| 4" WHITE EDGE LINE | $ 1.90 | LF. | 3,040 | $ | 5,776.00 |
| 4" BROKEN EDGE LINE | $ 1.90 | LF. | 1,378 | $ | 2,618.20 |
| 4" YELLOW EDGE LINE | $ 1.90 | LF. | 1,099 | $ | 2,088.10 |
| 8" WHITE LINE | $ 3.80 | LF. | 1,440 | $ | 5,472.00 |
| 8" WHITE PUPPY TRACKS | $ 3.80 | LF. | 266 | $ | 1,010.80 |
| 12" WHITE LINE | $ 8.75 | LF. | 1,147 | $ | 10,036.25 |
| 12" YELLOW LINE | $ 8.75 | LF. | 734 | $ | 6,422.50 |
| 4" DOUBLE YELLOW LINE | $ 3.80 | LF. | 4,300 | $ | 16,340.00 |
| 8" DOTTED WHITE LINE (DOT) | $ 3.80 | LF. | 122 | $ | 463.60 |
| 8" DOTTED WHITE LINE (LNDP) | $ 3.80 | LF. | 50 | $ | 190.00 |
| PAVEMENT MARKING ARROW | $ 455.00 | EA. | 11 | $ | 5,005.00 |
| PAVEMENT MARKING WORD | $ 355.00 | EA. | 6 | $ | 2,130.00 |
| REMOVE EXISTING CONCRETE PAVEMENT | $ 18.00 | SY. | 611 | $ | 10,998.00 |
| MILL IN PLACE EXISTING ASPHALT PAVEMENT (23+00 TO 35+67.2 | $ 9.25 | SY. | 3,098 | $ | 28,656.50 |
| RELOCATE EXISTING SIGN | $ 525.00 | EA. | 6 | $ | 3,150.00 |
| RELOCATE EXISTING MAILBOX | $ 1,200.00 | EA. | 3 | $ | 3,600.00 |
| REMOVE EXISTING CURB | $ 25.00 | LF. | 575 | $ | 14,375.00 |
| MAINTENCE BOND | $ 16,500.00 | LS. | 1 | $ | 16,500.00 |
| ENGINEERING, PLATTING & STAKING (10%) | | | | $ | 261,864.00 |
| MISCELLANEOUS ITEMS (2.5%) | | | | $ | 65,466.00 |
| ***SUBTOTAL - CHOATE PARKWAY*** | | | | ***$*** | ***2,945,970*** |
| **TOTAL** | | | | **$** | **4,485,521** |

| **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 | $ 10,786,037 | % | 4% | $ 431,441.50 |
| INSPECTION FEE (4%) - MI | $ 9,541,852 | % | 4% | $ 381,674.06 |
| GEO-TECHNICAL REPORT | $ 10,000.00 | L.S. | 1 | $ 10,000.00 |
| MATERIAL TESTING - DI | $ 66,250.00 | % | 50% | $ 33,101.88 |
| MATERIAL TESTING - MI | $ 66,250.00 | % | 50% | $ 33,284.57 |
| CONSTRUCTION MANAGEMENT (4%) - DI | $ 11,213,805 | % | 4% | $ 448,552.22 |
| CONSTRUCTION MANAGEMENT (4%) - MI | $ 11,275,694 | % | 4% | $ 451,027.77 |
| SWPPP ADMINISTRATION | $ 5,000.00 | L.S. | 1 | $ 5,000.00 |
| PRINTS & COURIER SERVICE | $ 5,000.00 | L.S. | 1 | $ 5,000.00 |
| **TOTAL** | | | | **$ 1,810,582** |

**APPENDIX C-1**
**LEGAL DESCRIPTION**
**PID PROPERTY**
**(556.936 ACRES)**

**LEGAL DESCRIPTION**
**OVERALL TRACT 556.836 AC**

**BEING** a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, being all of those tracts of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deeds recorded in Document Number 2005-0176477 and 2005-0176476, Official Public Records, Collin County, Texas, and being all of those tracts of land conveyed to Collin County Two Trees Investments, LP, according to deeds recorded in Document Numbers 20090603000680790 (Tract 4), 20110929001040010 (Tract III) and 20090603000680810 (Parcels I and II), Official Public Records, Collin County, Texas:

**BEGINNING** at a 1/2 inch iron rod found for the northwest corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northeast corner of that tract of land conveyed to Donald T. Koch, as trustee of the surviving grantor's revocable trust, according to deed recorded in Document Number 20170616000785220, Official Public Records, Collin County, Texas, and being in the center line of County Road 88 (Choate Road);

**THENCE** N 89° 45' 07" E, with the north line of said Tract 4 of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 868.09 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract 4 of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Tract III, Collin County Two Trees Investments, LP tract;

**THENCE** N 89° 41' 25" E, with the north line of said Tract III of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 658.13 feet to a 1/2 inch iron rod with cap stamped "DAA" set for the northeast corner of said Tract III of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel II of Collin County Two Trees Investments, LP tract;

**THENCE** N 89° 30' 23" E, with the north line of said Parcel II of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, passing the northeast corner of said Parcel II of Collin County Two Trees Investments, LP tract, same being the northwest corner of said Parcel I of Collin County Two Trees Investments, LP tract, at a distance of 351.59 feet, continuing a total distance of 691.06 feet to a 1/2 inch iron rod with cap stamped "DAA" set in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southwest corner of that of land conveyed to G&N Estates, LLC, according to deed recorded in Document Number 20070315000355600, Official Public Records, Collin County, Texas;

**THENCE** N 88° 59' 17" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the center line of said County Road 88, a distance of 663.23 feet to a 5/8 inch iron rod found in the north line of said Parcel I of Collin County Two Trees Investments, LP tract, same being the southeast corner of said G&N Estates, LLC tract, also being the southwest corner of that tract of land conveyed to Robert D. Newell and Charlotte K. Newell, according to the deed recorded in Document Number 20120615000717260, Official Public Records, Collin County, Texas;

**THENCE** N 89° 12' 54" E, with the north line of said Parcel I of Collin County Two Trees Investments, LP tract and the most northern line of that tract of land conveyed to Brinkmann Ranches of Collin County, L.P., according to deed recorded in Document Number 2005-0176477, Official Public Records, Collin County, Texas, and the center line of said County Road 88, a distance of 1,177.40 feet to a 1/2 inch iron rod found for an angle point in the most northern line of said Brinkmann Ranches of Collin County, L.P. tract (2005-0176477), same being the northwest corner of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Document Number 20150304000239620, Official Public Records, Collin County, Texas, also being in the south line of that tract of land conveyed to Vijay Prathani and wife, Pavani Chillarige, according to deed recorded in Document Number 20160908001195410, Official Public Records, Collin County, Texas;

**APPENDIX C-2**
**LEGAL DESCRIPTION**
**PHASE #1 PROPERTY**
**(34.979 ACRES)**

**LEGAL DESCRIPTION**

**34.979 ACRES**

**BEING** a tract of land located in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being part of a tract of land described in Deed to Celina 557 Partners, L.P., according to the document of record filed in Document Number 20190205000119410, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described herein:

**BEGINNING** at a 1/2" iron rod with yellow cap stamped "DAA" found at a common interior ell corner of said Celina 557 Partners, L.P. tract and the northwest corner of Lot 54, Block CC, MUSTANG LAKES PHASE 2A, an Addition to the City of Celina, Collin County, Texas, according to the Plat of record filed in Document Number 20171004010004700, O.P.R.C.C.T.;

**THENCE** Over and across said Celina 557 Partners, L.P. tract, the following courses and distances:

N 00° 11' 51" W, a distance of 248.00 feet to a 1/2" iron rod set for corner;

N 89° 48' 09" E, a distance of 125.00 feet to a 1/2" iron rod set for corner;

N 00° 11' 51" W, a distance of 60.22 feet to a 1/2" iron rod set for corner;

N 89° 48' 09" E, a distance of 176.91 feet to a 1/2" iron rod set for corner;

N 76° 04' 11" E, a distance of 115.61 feet to a 1/2" iron rod set for corner;

N 65° 40' 08" E, a distance of 115.72 feet to a 1/2" iron rod set for corner;

N 55° 33' 26" E, a distance of 115.66 feet to a 1/2" iron rod set for corner;

N 45° 26' 57" E, a distance of 115.64 feet to a 1/2" iron rod set for corner;

N 35° 20' 17" E, a distance of 115.72 feet to a 1/2" iron rod set for corner;

N 25° 02' 45" E, a distance of 115.69 feet to a 1/2" iron rod set for corner;

N 20° 33' 57" E, a distance of 60.73 feet to a 1/2" iron rod set for corner;

S 69° 26' 03" E, a distance of 125.00 feet to a 1/2" iron rod set for corner;

N 20° 33' 57" E, a distance of 53.71 feet to a 1/2" iron rod set for corner at the beginning of a curve to the left having a central angle of 08° 17' 04", a radius of 125.00 feet and a chord bearing and distance of N 16° 25' 25" E, 18.06 feet;

Along said curve to the left, an arc distance of 18.07 feet to a 1/2" iron rod set for corner;

S 77° 43' 07" E, a distance of 50.00 feet to a 1/2" iron rod set for corner;

S 31° 29' 55" E, a distance of 14.04 feet to a 1/2” iron rod set for corner at the beginning of a non-tangent curve to the left having a central angle of 12° 00' 31", a radius of 225.00 feet and a chord bearing and distance of S 84° 11' 36" E, 47.07 feet;

Along said curve to the left, an arc distance of 47.16 feet to a 1/2” iron rod set for corner;

N 00° 11' 52" W, a distance of 125.00 feet to a 1/2” iron rod set for corner;

N 89° 48' 09" E, a distance of 660.65 feet to a 1/2” iron rod set for corner;

N 77° 24' 29" E, a distance of 56.56 feet to a 1/2” iron rod set for corner;

N 63° 08' 20" E, a distance of 118.60 feet to a 1/2” iron rod set for corner;

N 74° 28' 45" E, a distance of 147.96 feet to a 1/2” iron rod set for corner;

N 88° 18' 40" E, a distance of 79.96 feet to a 1/2” iron rod set for corner at the beginning of a non-tangent curve to the right having a central angle of 00° 57' 05", a radius of 780.00 feet and a chord bearing and distance of S 01° 12' 47" E, 12.95 feet;

Along said curve to the right, an arc distance of 12.95 feet to a 1/2” iron rod set for corner;

S 00° 44' 14" E, a distance of 68.82 feet to a 1/2” iron rod set for corner at the beginning of a curve to the left having a central angle of 09° 54' 07", a radius of 970.00 feet and a chord bearing and distance of S 05° 41' 18" E, 167.43 feet;

Along said curve to the left, an arc distance of 167.64 to a 1/2” iron rod set for corner at the beginning of a of a reverse curve to the right having a central angle of 10° 26' 30", a radius of 1,030.00 feet and a chord bearing and distance of S 05° 25' 06" E, 187.45 feet;

Along said curve to the right, an arc distance of 187.71 feet to a 1/2” iron rod set for corner;

S 00° 11' 51" E, a distance of 143.86 feet to a 1/2” iron rod set for corner at the beginning of a curve to the left having a central angle of 10° 34' 23", a radius of 570.00 feet and a chord bearing and distance of S 05° 29' 02" E, 105.03 feet;

Along said curve to the left, an arc distance of 105.18 feet to a 1/2” iron rod set for corner;

S 10° 46' 14" E, a distance of 83.38 feet to a 1/2” iron rod set for corner at the beginning of a curve to the right having a central angle of 10° 34' 23", a radius of 630.00 feet and a chord bearing and distance of S 05° 29' 02" E, 116.09 feet;

Along said curve to the right, an arc distance of 116.26 feet to a 1/2” iron rod set for corner;

S 00° 11' 51" E, a distance of 130.43 feet to a 1/2” iron rod with yellow cap stamped “DAA” found on a southerly line of said Celina 557 Partners, L.P. tract, at the northwest corner of Lot

17X, Block P, MUSTANG LAKES PHASE ONE, an Addition to the City of Celina, Collin County, Texas, according to the Amended Plat of record filed in Document Number 20170201010000510, O.P.R.C.C.T;

**THENCE** S 89° 48' 09" W, along said southerly line, a distance of 2,194.19 feet to the **POINT OF BEGINNING**, and containing 34.979 acres of land, more or less.

# APPENDIX C-3
# LEGAL DESCRIPTION
# MIXED USE PARCELS
# (60.481 ACRES)

**LEGAL DESCRIPTION**
**MU-2 TRACT 5.042AC**

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being a portion of that tract of land conveyed to Celina 557 Partnership, L.P., according to the deed recorded in Instrument Number 20190205000119420, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows;

**BEGINNING** at the northwest corner of hereon described tract, from which a found 1/2-inch iron rod in the approximate centerline of County Road 88 for the northwest corner of said Celina 557 Partnership, L.P. tract, bears N 87º 58' 01" W, a distance of 1,494.90 feet;

**THENCE** Over and across said Celina 557 Partnership, L.P. tract, the following eleven (11) courses and distances:

1. S 86°28'20" E, a distance of 101.23 feet;
2. N 89°42'50" E, a distance of 175.00 feet;
3. S 45°17'53" E, a distance of 35.36 feet;, from which a found 1/2-inch iron rod with yellow plastic cp stamped "DAA" in the approximate centerline of County Road 88, same being the north line of said Celina 557 Partnership, L.P. tract, also being the southwest corner of that tract of land conveyed to G&N Estates, LLC, according to deed recorded in Instrument Number 20070315000355600, O.P.R.C.C.T., bears N 77º 06' 46" E, a distance of 433.16 feet;
4. S 00°18'35" E, a distance of 125.00 feet;
5. S 02°13'08" E, a distance of 150.09 feet;
6. S 00°18'35" E, a distance of 279.95 feet to the beginning of a tangent curve to the left having a radius of 1,237.50 feet, a central angle of 06°05'33", a chord bearing and distance of S 03°21'22" E - 131.53 feet;
7. With said tangent curve to the left, an arc length of 131.59 feet;
8. S 83°46'00" W, a distance of 97.23 feet to the beginning of a tangent curve to the right having a radius of 725.00 feet, a central angle of 16°34'45", a chord bearing and distance of N 87°56'38" W - 209.06 feet;
9. With said tangent curve to the right, an arc length of 209.79 feet to the beginning of a reverse curve to the left having a radius of 825.00 feet, a central angle of 00°31'21", a chord bearing and distance of N 79°54'56" W - 7.52 feet;
10. With said reverse curve to the right, an arc length of 7.52 feet;

11. N 00°18'35" W, a distance of 718.20 feet to the **POINT OF BEGINNING** and **CONTAINING** 5.042 Acres or 219,625 Square Feet of land more or less, and being prepared under job number ***70202-04*** by Pape Dawson Engineers, Inc.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
Bearings are based on the Texas Coordinate System Established for the North Central Zone (4202) from North American Datum 1983 (NA2011) epoch 2010.00.

**LEGAL DESCRIPTION**
**MU-2 TRACT 55.439AC**

BEING a tract of land situated in the COLEMAN WATSON SURVEY, ABSTRACT NO. 945, Collin County, Texas, and being a portion of those tracts of land conveyed to Celina 557 Partnership, L.P., according to the deeds recorded in Instrument Numbers 20190205000119410 and 20190205000119420, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), and being more particularly described by metes and bounds as follows;

**BEGINNING** at the northwest corner of hereon described tract, from which a found 1/2-inch iron rod with yellow plastic cp stamped "DAA" in the approximate centerline of County Road 88, same being the north line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119420), also being the southwest corner of that tract of land conveyed to G&N Estates, LLC, according to deed recorded in Instrument Number 20070315000355600, O.P.R.C.C.T., bears N 76º 08' 06" E, a distance of 296.01 feet;

**THENCE** Over and across said Celina 557 Partnership, L.P. tracts, the following seven (7) courses and distances:

1. N 89°42'50" E, a distance of 175.00 feet;
2. N 85°53'59" E, a distance of 150.33 feet;
3. N 89°42'50" E, a distance of 8.35 feet;
4. N 88°59'17" E, a distance of 618.12 feet;
5. N 89°12'54" E, a distance of 1158.34 feet;
6. S 86°58'15" E, a distance of 150.33 feet;
7. N 89°12'54" E, a distance of 96.58 feet to the northeasterly line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), same being the south line of that tract of land conveyed to Metallic Land Company, LLC, according to deed recorded in Instrument

Number 20150304000239620, O.P.R.C.C.T., from which a found 1/2-inch iron rod on the approximate center line of said County Road 88 for the most northerly northeast corner of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), also being the northwest corner of said Metallic Land Company, LLC tract, bears N 73°41'33" W, a distance of 238.16 feet;

**THENCE** S 73°41'33" E, with the northeasterly line of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), and the south line of said Metallic Land Company, LLC tract, a distance of 138.23, from which a found 1/2-inch iron rod on the west right-of-way of Farm-To-Market Road 2478 for the most easterly northeast corner of said Celina 557 Partnership, L.P. tract (Instrument Number 20190205000119410), also being the southeast corner of said Metallic Land Company, LLC tract, bears S 73º 41' 33" E, a distance of 22.28 feet;

**THENCE** Over and across said Celina 557 Partnership, L.P. tracts, the following twelve (12) courses and distances:

1. S 09°48'59" E, a distance of 580.49 feet to the beginning of a non-tangent curve to the right having a radius of 5,659.41 feet, a central angle of 02°48'44", a chord bearing and distance of S 08°29'27" E - 277.76 feet;

2. With said non-tangent curve to the right, an arc length of 277.78 feet;

3. S 89°05'55" W, a distance of 95.96 feet;

4. S 84°56'39" W, a distance of 60.16 feet;

5. S 62°49'36" W, a distance of 66.91 feet;

6. S 83°36'35" W, a distance of 60.28 feet;

7. S 89°05'46" W, a distance of 2,339.02 feet to the beginning of a non-tangent curve to the right having a radius of 1,162.50 feet, a central angle of 15°56'47", a chord bearing and distance of N 07°46'59" W – 302.40 feet;
8. With said non-tangent curve to the right, an arc length of 303.26 feet;

9. N 00°18'35" W, a distance of 334.92 feet;

10. N 01°35'58" E, a distance of 150.08 feet;

11. N 00°18'35" W, a distance of 125.00 feet;

12. N 44°42'07" E, a distance of 35.35 feet to the **POINT OF BEGINNING** and **CONTAINING** 55.439 Acres or 2,414,909 Square Feet of land more or less, and being prepared under job number ***70202-04*** by Pape Dawson Engineers, Inc.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish TBPELS Acts and Rules Page 97 of 109 Updated April 1, 2021 interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.
Bearings are based on the Texas Coordinate System Established for the North Central Zone (4202) from North American Datum 1983 (NA2011) epoch 2010.00.

**APPENDIX C-4**
**LEGAL DESCRIPTION**
**PHASE #2 PROPERTY**
**(78.243 ACRES)**

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF COLLIN §

**LEGAL DESCRIPTION**
**MUSTANG ANNEX PHASE 2**
**TRACT 1-41.453 ACRES**

BEING A TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT 1;
THENCE N 00° 36' 33" W, A DISTANCE OF 1278.33 FEET TO A POINT FOR CORNER;
THENCE N 89° 23' 27" E, A DISTANCE OF 42.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 54° 24' 35", A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 26° 35' 44" E, A DISTANCE OF 45.72 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 47.48 FEET TO A POINT FOR CORNER;
THENCE N 00° 36' 33" W, A DISTANCE OF 125.15 FEET TO A POINT FOR CORNER;
THENCE S 89° 34' 32" E, A DISTANCE OF 99.01 FEET TO A POINT FOR CORNER;
THENCE N 49° 08' 35" E, A DISTANCE OF 129.40 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 123° 51' 46", A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 26° 22' 05" E, A DISTANCE OF 88.24 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 108.09' TO A POINT FOR CORNER;
THENCE N 16° 47' 08" E, A DISTANCE OF 35.90 FEET TO A POINT FOR CORNER;
THENCE N 57° 23' 57" E, A DISTANCE OF 121.19 FEET TO A POINT FOR CORNER;
THENCE S 30° 29' 09" E, A DISTANCE OF 50.03 FEET TO A POINT FOR CORNER;
THENCE N 73° 39' 49" E, A DISTANCE OF 120.37 FEET TO A POINT FOR CORNER;
THENCE S 79° 52' 40" E, A DISTANCE OF 52.61 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 169° 11' 29", A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S 60° 42' 36" E, A DISTANCE OF 99.56 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 147.65 FEET TO A POINT FOR CORNER;
THENCE S 59° 51' 44" E, A DISTANCE OF 9.21 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 01° 31' 11", A RADIUS OF 3351.00 FEET AND A CHORD BEARING AND DISTANCE OF N 61° 41' 36" E, A DISTANCE OF 88.89 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 88.89 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 34° 04' 15", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF N 45° 25' 04" E, A DISTANCE OF 73.24 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 74.33 FEET TO A POINT FOR CORNER;
THENCE N 15° 41' 28" W, A DISTANCE OF 14.68 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56° 16' 06", A RADIUS OF 180.00 FEET AND A CHORD BEARING AND DISTANCE OF N 28° 44' 37" W, A DISTANCE OF 169.75 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 176.77 FEET TO A POINT FOR CORNER;
THENCE N 00° 36' 33" W, A DISTANCE OF 283.76 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29° 36' 17", A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF N 14° 11' 35" E, A DISTANCE OF 143.07 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.68 FEET TO A POINT FOR CORNER AND THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29° 36' 17", A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF N 14° 11' 35" E, A DISTANCE OF 112.41 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 113.67 FEET TO A POINT FOR CORNER;
THENCE N 00° 36' 33" W, A DISTANCE OF 75.17 FEET TO A POINT FOR CORNER;
THENCE N 45° 26' 52" W, A DISTANCE OF 35.45 FEET TO A POINT FOR CORNER;
THENCE N 89° 42' 50" E, A DISTANCE OF 110.00 FEET TO A POINT FOR CORNER;
THENCE S 44° 33' 08" W, A DISTANCE OF 35.26 FEET TO A POINT FOR CORNER;
THENCE S 00° 36' 33" E, A DISTANCE OF 74.83 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29° 36' 17", A RADIUS OF 280.00 FEET AND A CHORD BEARING AND DISTANCE OF S 14° 11' 35" W, A DISTANCE OF 143.07 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.68 FEET TO A POINT AT THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 29° 36' 17", A RADIUS OF 220.00 FEET AND A CHORD BEARING AND DISTANCE OF S 14° 11' 35" W, A DISTANCE OF 112.41 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 113.67 FEET TO A POINT FOR CORNER;
THENCE S 00° 36' 33" E, A DISTANCE OF 283.76 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 43° 22' 44", A RADIUS OF 120.00 FEET AND A CHORD BEARING AND DISTANCE OF S 22° 17' 55" E, A DISTANCE OF 88.70 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 90.85 FEET TO A POINT FOR CORNER;
THENCE S 43° 59' 17" E, A DISTANCE OF 14.37 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 60° 17' 32", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF S 74° 08' 03" E, A DISTANCE OF 125.55 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 131.54 FEET;

THENCE N 75° 43' 11" E, A DISTANCE OF 129.26 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 13° 58' 14", A RADIUS OF 625.00 FEET AND A CHORD BEARING AND DISTANCE OF N 82° 42' 18" E, A DISTANCE OF 152.02 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 152.40 FEET TO A POINT FOR CORNER;
THENCE N 89° 41' 25" E, A DISTANCE OF 94.86 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 10° 39' 20", A RADIUS OF 825.00 FEET AND A CHORD BEARING AND DISTANCE OF S 84° 58' 55" E, A DISTANCE OF 153.21 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 153.43 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 16° 34' 45", A RADIUS OF 725.00 FEET AND A CHORD BEARING AND DISTANCE OF S 87° 56' 38" E, A DISTANCE OF 209.06 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 209.79 FEET TO A POINT FOR CORNER;
THENCE N 83° 46' 00" E, A DISTANCE OF 69.57 FEET TO A POINT FOR CORNER;
THENCE N 39° 37' 34" E, A DISTANCE OF 35.88 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 04° 26' 42", A RADIUS OF 1250.00 FEET AND A CHORD BEARING AND DISTANCE OF S 06° 09' 50" E, A DISTANCE OF 96.95 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 96.97 FEET TO A POINT FOR CORNER;
THENCE N 52° 05' 42" W, A DISTANCE OF 31.54 FEET TO A POINT FOR CORNER;
THENCE S 83° 46' 00" W, A DISTANCE OF 72.57 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 16° 34' 45", A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF N 87° 56' 38" W, A DISTANCE OF 223.47 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 224.26 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 9° 39' 20", A RADIUS OF 775.00 FEET AND A CHORD BEARING AND DISTANCE OF N 84° 58' 55" W, A DISTANCE OF 143.92 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 144.13 FEET TO A POINT FOR CORNER;
THENCE S 89° 41' 25" W, A DISTANCE OF 94.86 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 02° 27' 29", A RADIUS OF 575.00 FEET AND A CHORD BEARING AND DISTANCE OF S 88° 27' 40" W, A DISTANCE OF 24.67 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 24.67 FEET TO A POINT FOR CORNER;
THENCE S 02° 48' 12" E, A DISTANCE OF 59.80 FEET TO A POINT FOR CORNER;
THENCE S 22° 46' 28" E, A DISTANCE OF 57.16 FEET TO A POINT FOR CORNER;
THENCE S 31° 19' 06" E, A DISTANCE OF 58.51 FEET TO A POINT FOR CORNER;
THENCE S 25° 49' 33" E, A DISTANCE OF 66.21 FEET TO A POINT FOR CORNER;
THENCE S 19° 21' 00" E, A DISTANCE OF 262.72 FEET TO A POINT FOR CORNER;

THENCE S 21° 43' 35" E, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 01° 41' 24", A RADIUS OF 3439.00 FEET AND A CHORD BEARING AND DISTANCE OF S 67° 25' 43" W, A DISTANCE OF 91.43 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 101.43 FEET TO A POINT FOR CORNER;
THENCE S 23° 24' 59" E, A DISTANCE OF 130.00 FEET TO A POINT FOR CORNER;
THENCE S 66° 04' 03" W, A DISTANCE OF 59.61 FEET TO A POINT FOR CORNER;
THENCE S 64° 31' 08" W, A DISTANCE OF 119.26 FEET TO A POINT FOR CORNER;
THENCE S 62° 27' 13" W, A DISTANCE OF 119.29 FEET TO A POINT FOR CORNER;
THENCE S 60° 23' 13" W, A DISTANCE OF 119.39 FEET TO A POINT FOR CORNER;
THENCE S 58° 31' 29" W, A DISTANCE OF 95.70 FEET TO A POINT FOR CORNER;
THENCE S 00° 36' 33" E, A DISTANCE OF 111.34 FEET TO A POINT FOR CORNER;
THENCE S 89° 25' 35" W, A DISTANCE OF 129.54 FEET TO A POINT FOR CORNER;
THENCE S 00° 36' 33" E, A DISTANCE OF 130.94 FEET TO A POINT FOR CORNER;
THENCE S 89° 23' 27" W, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;
THENCE N 45° 36' 33" W, A DISTANCE OF 14.14 FEET TO A POINT FOR CORNER;
THENCE S 89° 23' 27" W, A DISTANCE OF 120.00 FEET TO A POINT FOR CORNER;
THENCE S 00° 36' 33" E, A DISTANCE OF 610.00 FEET TO A POINT FOR CORNER;
THENCE N 89° 23' 27" E, A DISTANCE OF 128.51 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 40° 39' 32", A RADIUS OF 125.00 FEET AND A CHORD BEARING AND DISTANCE OF S 28° 34' 03" W, A DISTANCE OF 86.85 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 88.70 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 47° 16' 46", A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF S 25° 15' 26" W, A DISTANCE OF 140.34 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 144.41 FEET TO A POINT FOR CORNER;
THENCE S 82° 39' 14" W, A DISTANCE OF 459.03 FEET TO A POINT FOR CORNER;
THENCE N 55° 51' 34" W, A DISTANCE OF 117.06 FEET TO A POINT FOR CORNER;
THENCE N 00° 17' 35" W, A DISTANCE OF 189.24 FEET TO A POINT FOR CORNER;
THENCE S 89° 23' 27" W A DISTANCE OF 73.94 FEET TO THE POINT OF BEGINNING AND CONTAINING 41.453 ACRES OF LAND, MORE OR LESS.

**TRACT 2-2.686 ACRES**
BEING A TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT 2, SAID POINT BEING AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A

CENTRAL ANGLE OF 11° 32' 56", A RADIUS OF 720.00 FEET AND A CHORD BEARING AND DISTANCE OF N 07° 27' 48" W, A DISTANCE OF 144.88 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OOF 145.13 FEET TO A POINT FOR CORNER;
THENCE N 13° 14' 16" W, A DISTANCE OF 63.24 FEET TO A POINT FOR CORNER;
THENCE N 13° 14' 16" W, A DISTANCE OF 0.96 FEET TO A POINT FOR CORNER;
THENCE S 13° 14' 16" E, A DISTANCE OF 0.96 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 42° 42' 20", A RADIUS OF 67.00 FEET AND A CHORD BEARING AND DISTANCE OF N 34° 35' 26" W, A DISTANCE OF 48.79 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 49.94 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 79° 43' 18", A RADIUS OF 65.00 FEET AND A CHORD BEARING AND DISTANCE OF N 16° 04' 57" W, A DISTANCE OF 83.32 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 90.44 FEET TO A POINT FOR CORNER;
THENCE N 23° 46' 42" E, A DISTANCE OF 39.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 24° 32' 24", A RADIUS OF 57.00 FEET AND A CHORD BEARING AND DISTANCE OF N 11° 30' 30" E, A DISTANCE OF 24.23 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 24.41 FEET TO A POINT FOR CORNER;
THENCE N 00° 45' 42" W, A DISTANCE OF 327.19 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 23° 59' 16", A RADIUS OF 1362.50 FEET AND A CHORD BEARING AND DISTANCE OF N 12° 45' 20" W, A DISTANCE OF 566.28 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 570.43 FEET TO A POINT FOR CORNER;
THENCE N 24° 44' 58" W, A DISTANCE OF 84.77 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 06° 20' 49", A RADIUS OF 1341.32 FEET AND A CHORD BEARING AND DISTANCE OF N 22° 57' 20" W, A DISTANCE OF 148.51 FEET;
THENCE N 73° 16' 07" E, A DISTANCE OF 90.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 07° 50' 42", A RADIUS OF 967.95 FEET AND A CHORD BEARING AND DISTANCE OF S 17° 21' 03" E, A DISTANCE OF 146.11 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 146.23 FEET TO A POINT FOR CORNER;
THENCE S 24° 44' 58" E, A DISTANCE OF 75.75 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23° 59' 16", A RADIUS OF 1437.50 FEET AND A CHORD BEARING AND DISTANCE OF S 12° 45' 20" E, A DISTANCE OF 597.45 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 601.83 FEET TO A POINT FOR CORNER;
THENCE S 00° 45' 42" E, A DISTANCE OF 333.31 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 37° 39' 30", A RADIUS OF 67.00 FEET AND A CHORD BEARING AND DISTANCE OF S 19° 35' 27" E, A DISTANCE OF 43.25 FEET;

THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 44.04 FEET TO THE BEGINNING OF A REVERSE CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 53° 01' 01", A RADIUS OF 65.00 FEET AND A CHORD BEARING AND DISTANCE OF S 11° 54' 42" E, A DISTANCE OF 58.02 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.15 FEET TO A POINT FOR CORNER;
THENCE S 14° 35' 48" W, A DISTANCE OF 44.73 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 27° 50' 04", A RADIUS OF 57.00 FEET AND A CHORD BEARING AND DISTANCE OF S 00° 40' 46" W, A DISTANCE OF 27.42 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 27.69 FEET;
THENCE S 13° 14' 16" E, A DISTANCE OF 56.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 11° 32' 56", A RADIUS OF 780.00 FEET AND A CHORD BEARING AND DISTANCE OF S 07° 27' 48" E, A DISTANCE OF 156.96 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 157.22 FEET TO A POINT FOR CORNER;
THENCE S 88° 18' 40" W A DISTANCE OF 60.00 FEET TO A POINT AND CONTAINING 2.686 ACRES OF LAND, MORE OR LESS.

**TRACT 3-3.115 ACRES**

BEING A TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT FOR THE SOUTHEAST CORNER OF SAID TRACT 3 SAID POINT BEING AT THE BEGINNING OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 15° 27' 28", A RADIUS OF 225.00 FEET AND A CHORD BEARING AND DISTANCE OF N 56° 39' 44" W, A DISTANCE OF 60.52 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.70 FEET TO A POINT FOR CORNER;
THENCE S 41° 04' 00" W, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 05° 36' 47", A RADIUS OF 175.00 FEET AND A CHORD BEARING AND DISTANCE OF S 27° 32' 14" W, A DISTANCE OF 17.14 FEET;
THENCE ALONG SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 17.14 FEET TO A POINT FOR CORNER;
THENCE S 74° 29' 32" W, A DISTANCE OF 166.14 FEET TO A POINT FOR CORNER;
THENCE N 23° 04' 37" W, A DISTANCE OF 83.66 FEET TO A POINT FOR CORNER;
THENCE S 67° 16' 26" W, A DISTANCE OF 131.97 FEET TO A POINT FOR CORNER;
THENCE N 22° 43' 34" W, A DISTANCE OF 118.34 FEET TO A POINT FOR CORNER;
THENCE S 67° 16' 26" W, A DISTANCE OF 50.00 FEET TO A POINT FOR CORNER;
THENCE N 22° 43' 34" W, A DISTANCE OF 21.98 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 232° 39' 02", A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF N 03° 35' 57" E, A DISTANCE OF 89.63 FEET;

THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 203.03 FEET TO A POINT FOR CORNER;
THENCE N 29° 55' 28" E, A DISTANCE OF 47.94 FEET TO A POINT FOR CORNER;
THENCE N 74° 11' 17" E, A DISTANCE OF 250.93 FEET TO A POINT FOR CORNER;
THENCE S 45° 49' 26" E, A DISTANCE OF 51.95 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 123° 33' 45", A RADIUS OF 50.00 FEET AND A CHORD BEARING AND DISTANCE OF S 74° 02' 05" E, A DISTANCE OF 88.11 FEET;
THENCE ALONG SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 107.83 FEET TO A POINT FOR CORNER;
THENCE N 85° 48' 01" E, A DISTANCE OF 143.46 FEET TO A POINT FOR CORNER;
THENCE S 29° 50' 51" E, A DISTANCE OF 48.31 FEET TO A POINT FOR CORNER;
THENCE S 48° 24' 23" E, A DISTANCE OF 30.27 FEET TO A POINT FOR CORNER;
THENCE S 25° 36' 32" W A DISTANCE OF 176.86 FEET TO A POINT AND CONTAINING 3.115 ACRES OF LAND, MORE OR LESS.

**TRACT 4-0.965 ACRES**

BEING A TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT FOR THE SOUTHEAST CORNER OF SAID TRACT 4;
THENCE S 89° 38' 46" W, A DISTANCE OF 500.00 FEET TO A POINT ON A LINE.
THENCE N 00° 21' 14" W, A DISTANCE OF 92.00 FEET TO A POINT ON A LINE.
THENCE N 89° 38' 46" E, A DISTANCE OF 180.00 FEET TO A POINT ON A LINE.
THENCE S 00° 21' 14" E, A DISTANCE OF 10.00 FEET TO A POINT ON A LINE.
THENCE N 89° 38' 46" E, A DISTANCE OF 310.00 FEET TO A POINT ON A LINE.
THENCE S 00° 21' 14" E, A DISTANCE OF 72.00 FEET TO A POINT ON A LINE.
THENCE S 45° 21' 14" E, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.965 ACRES OF LAND, MORE OR LESS.

**TRACT 5-30.024 ACRES**

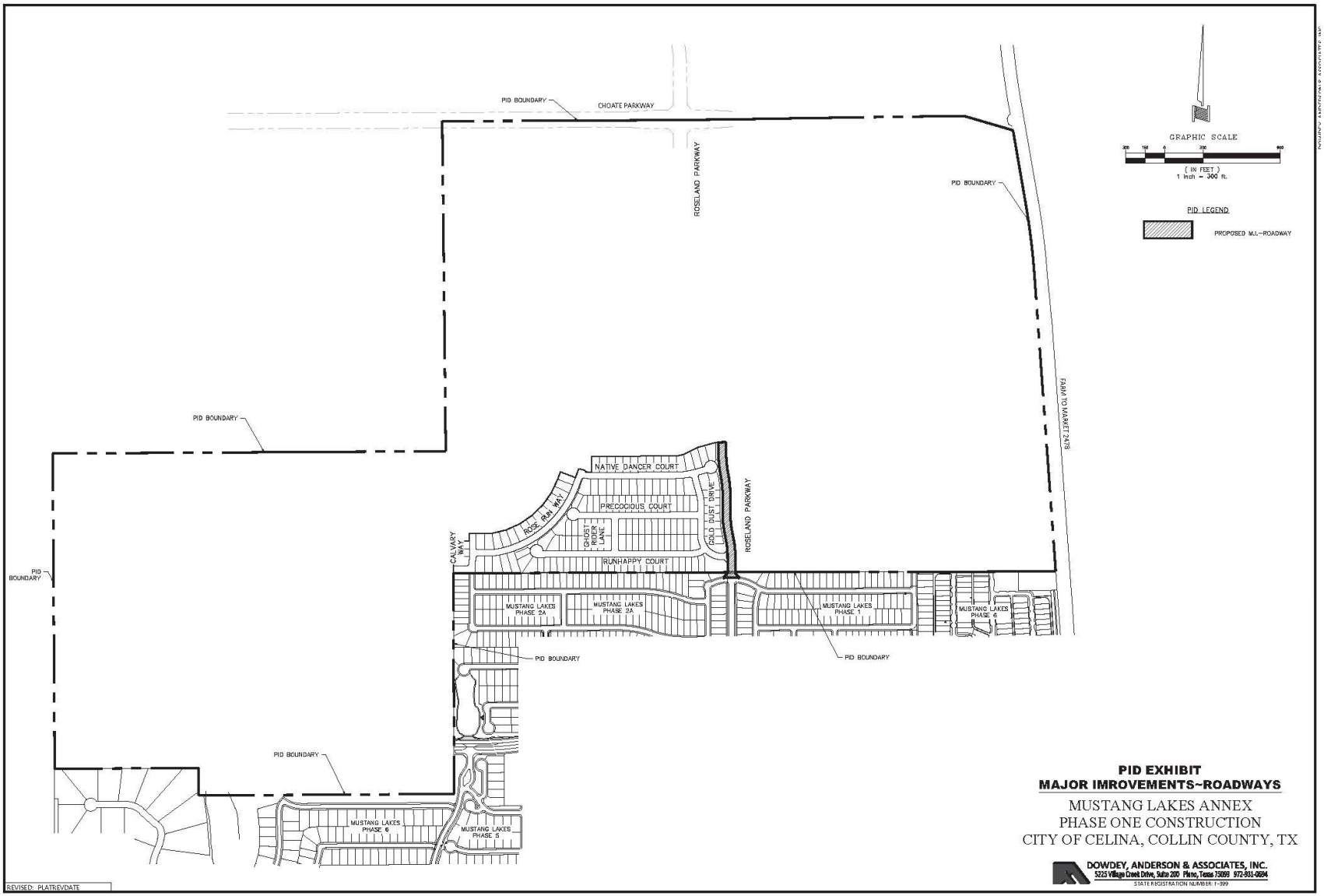
BEING A TRACT OF LAND LOCATED IN THE COLEMAN WATSON SURVEY, ABSTRACT NO. 945, COLLIN COUNTY, TEXAS AND BEING PART OF THAT TRACT OF LAND DESCRIBED IN DEED TO CELINA 557 PARTNERS, L.P., RECORDED IN DOCUMENT NUMBER 20190205000119410, OFFICIAL PUBLIC RECORDS, COLLIN COUNTY, TEXAS (O.P.R.C.C.T.), AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT FOR THE SOUTHWEST CORNER OF SAID TRACT 5;
THENCE N 00° 11' 07" W, A DISTANCE OF 40.91 FEET TO THE BEGINNING OF A CURVE, SAID CURVE TURNING TO THE RIGHT THROUGH 12° 20' 41", HAVING A RADIUS OF 275.00 FEET, AND WHOSE LONG CHORD BEARS N 05° 59' 14" E, A DISTANCE OF 59.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.

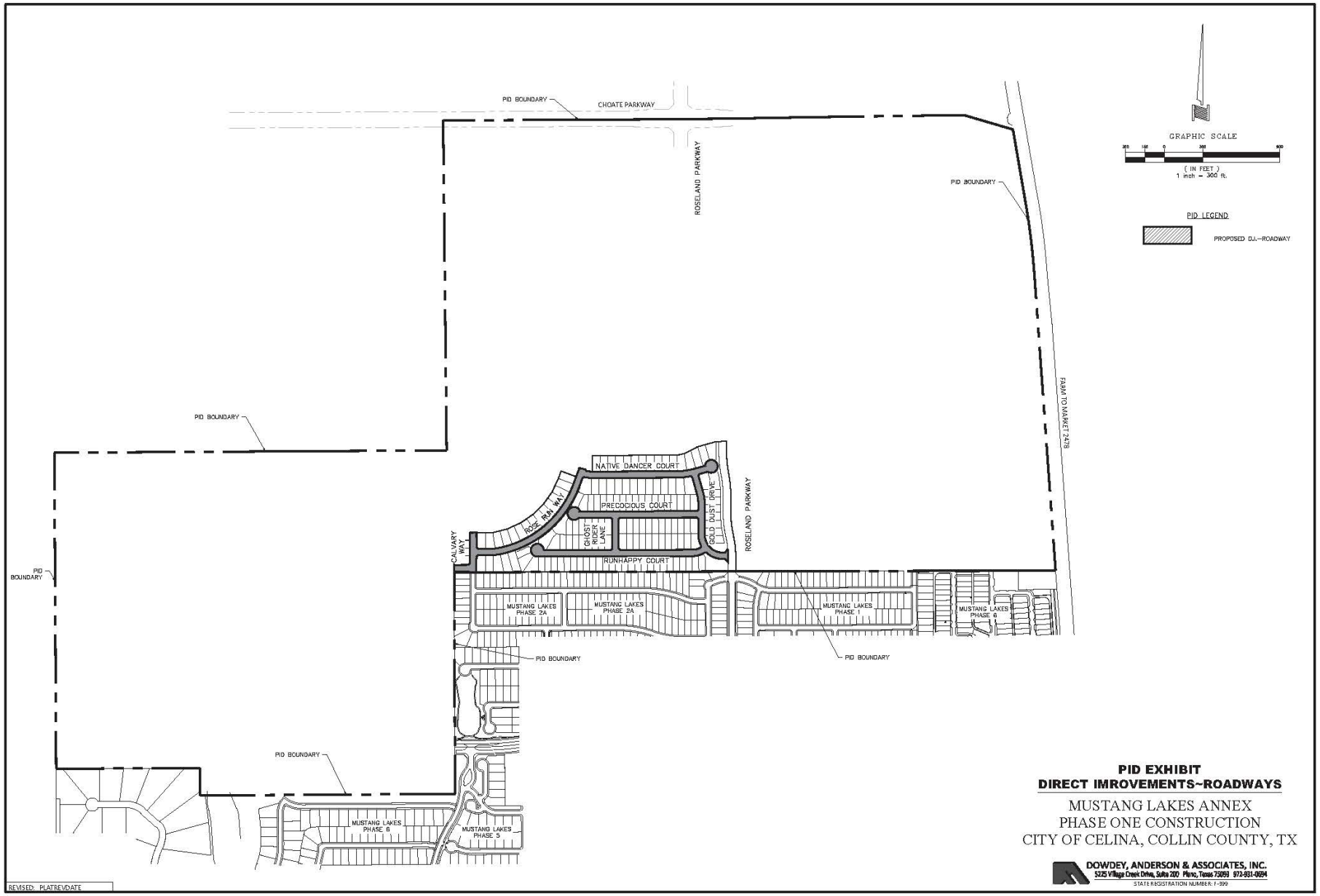
SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 12° 20' 41", HAVING A RADIUS OF 225.00 FEET, AND WHOSE LONG CHORD BEARS N 05° 59' 14" E, A DISTANCE OF 48.38 FEET.
THENCE N 00° 11' 07" W, A DISTANCE OF 462.44 FEET TO THE BEGINNING OF A CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH 07° 16' 42", HAVING A RADIUS OF 1025.00 FEET, AND WHOSE LONG CHORD BEARS N 03° 27' 15" E, A DISTANCE OF 130.12 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 08° 32' 08", HAVING A RADIUS OF 975.00 FEET, AND WHOSE LONG CHORD BEARS N 02° 49' 32" E, A DISTANCE OF 145.12 FEET.
THENCE N 01° 26' 32" W, A DISTANCE OF 163.54 FEET TO THE BEGINNING OF A CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH AN ANGLE OF 44° 55' 37", HAVING A RADIUS OF 275.00 FEET, AND WHOSE LONG CHORD BEARS N 21° 01' 16" E, A DISTANCE OF 210.15 FEET.
THENCE N 43° 29' 05" E, A DISTANCE OF 107.98 FEET TO A POINT ON A LINE.
THENCE N 03° 09' 50" W, A DISTANCE OF 13.73 FEET TO A POINT ON A LINE.
THENCE N 26° 37' 14" E, A DISTANCE OF 70.48 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE,
SAID CURVE TURNING TO THE RIGHT THROUGH 28° 58' 31", HAVING A RADIUS OF 400.00 FEET, AND WHOSE LONG CHORD BEARS S 48° 53' 31" E, A DISTANCE OF 200.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE LEFT THROUGH 34° 10' 19", HAVING A RADIUS OF 150.00 FEET, AND WHOSE LONG CHORD BEARS S 51° 29' 25" E, A DISTANCE OF 88.14 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE LEFT THROUGH 29° 59' 16", HAVING A RADIUS OF 475.00 FEET, AND WHOSE LONG CHORD BEARS S 83° 34' 13" E, A DISTANCE OF 245.78 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE RIGHT THROUGH 23° 29' 56", HAVING A RADIUS OF 525.00 FEET, AND WHOSE LONG CHORD BEARS S 86° 48' 53" E, A DISTANCE OF 213.81 FEET TO THE BEGINNING OF A NON-TANGENTIAL CURVE.
SAID CURVE TURNING TO THE LEFT THROUGH AN ANGLE OF 19° 02' 54", HAVING A RADIUS OF 150.00 FEET, AND WHOSE LONG CHORD BEARS S 84° 35' 22" E, A DISTANCE OF 49.64 FEET.
THENCE N 85° 53' 10" E, A DISTANCE OF 112.68 FEET TO A POINT ON A LINE.
THENCE S 04° 06' 50" E, A DISTANCE OF 1127.29 FEET TO A POINT ON A LINE.
THENCE S 04° 14' 30" E, A DISTANCE OF 49.85 FEET TO A POINT ON A LINE.
THENCE S 89° 42' 42" W, A DISTANCE OF 620.02 FEET TO A POINT ON A LINE.
THENCE N 89° 56' 24" W, A DISTANCE OF 311.73 FEET TO A POINT ON A LINE.
THENCE S 89° 51' 51" W, A DISTANCE OF 23.09 FEET TO A POINT ON A LINE.
THENCE S 00° 17' 18" E, A DISTANCE OF 19.58 FEET TO A POINT ON A LINE.
THENCE S 89° 42' 42" W, A DISTANCE OF 120.00 FEET TO A POINT ON A LINE.
THENCE N 00° 17' 18" W, A DISTANCE OF 19.90 FEET TO A POINT ON A LINE.
THENCE S 89° 51' 51" W A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 30.024 ACRES OF LAND, MORE OR LESS.

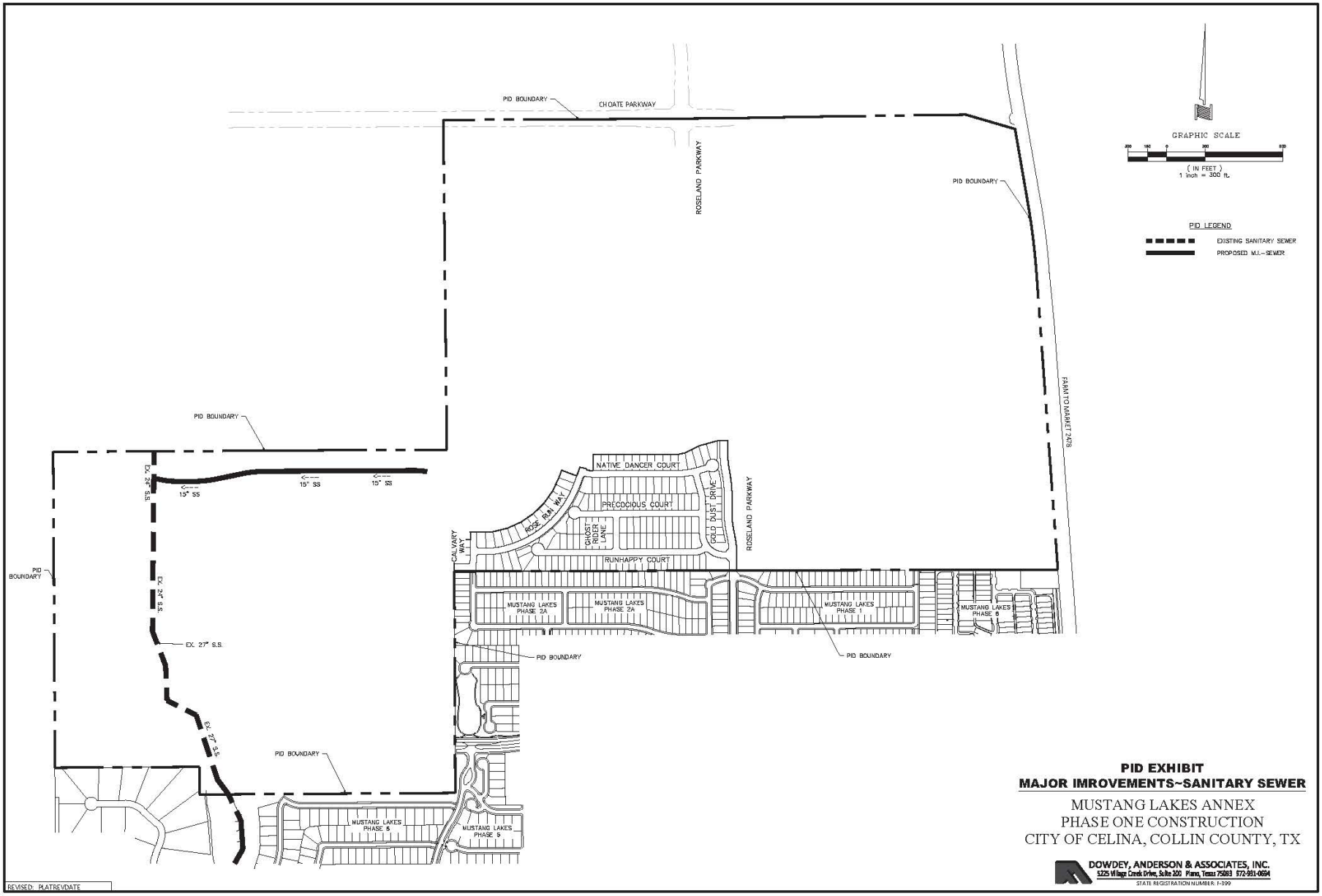
FOR PAPE-DAWSON CONSULTING ENGINEERS, LLC.

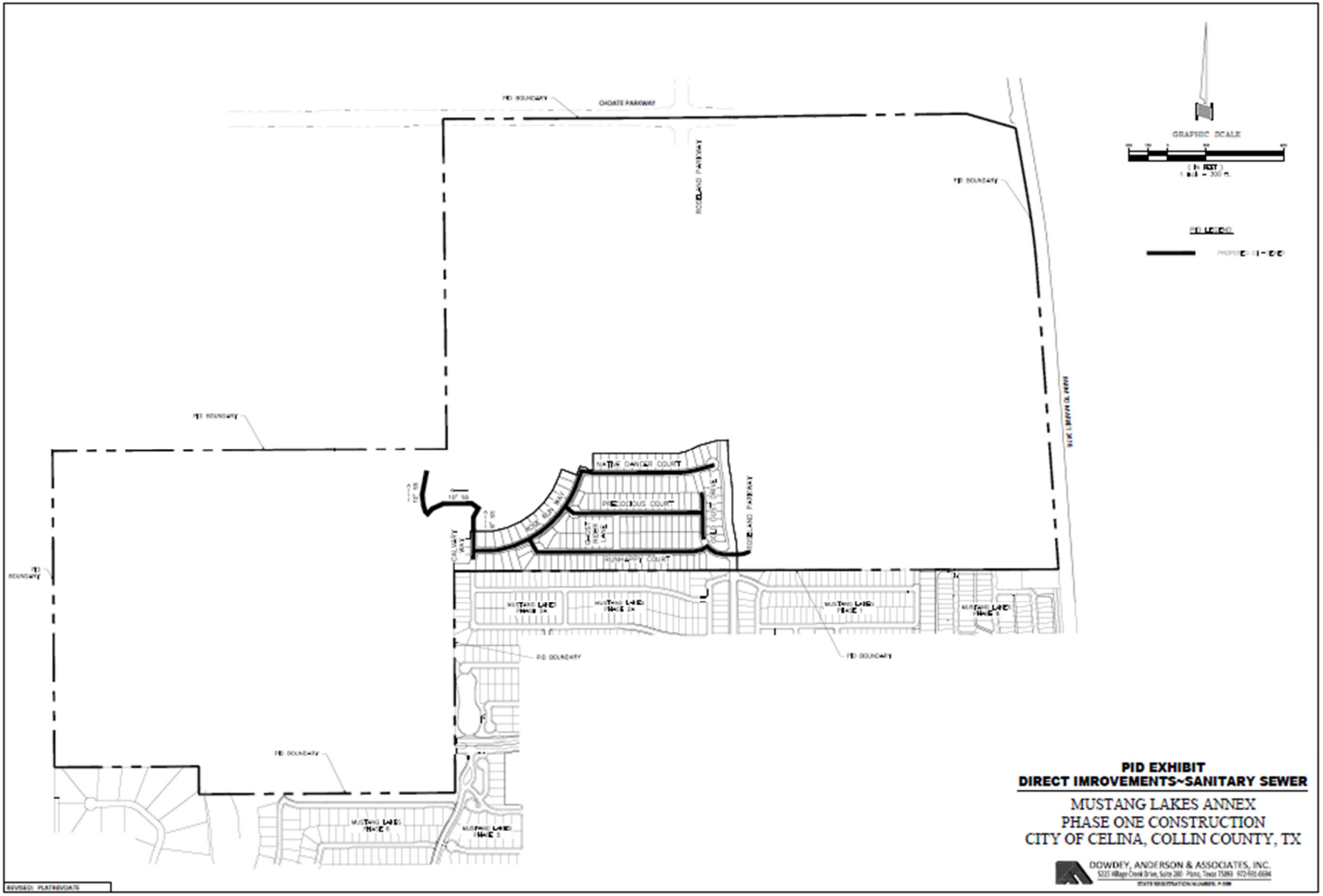
**PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT.**

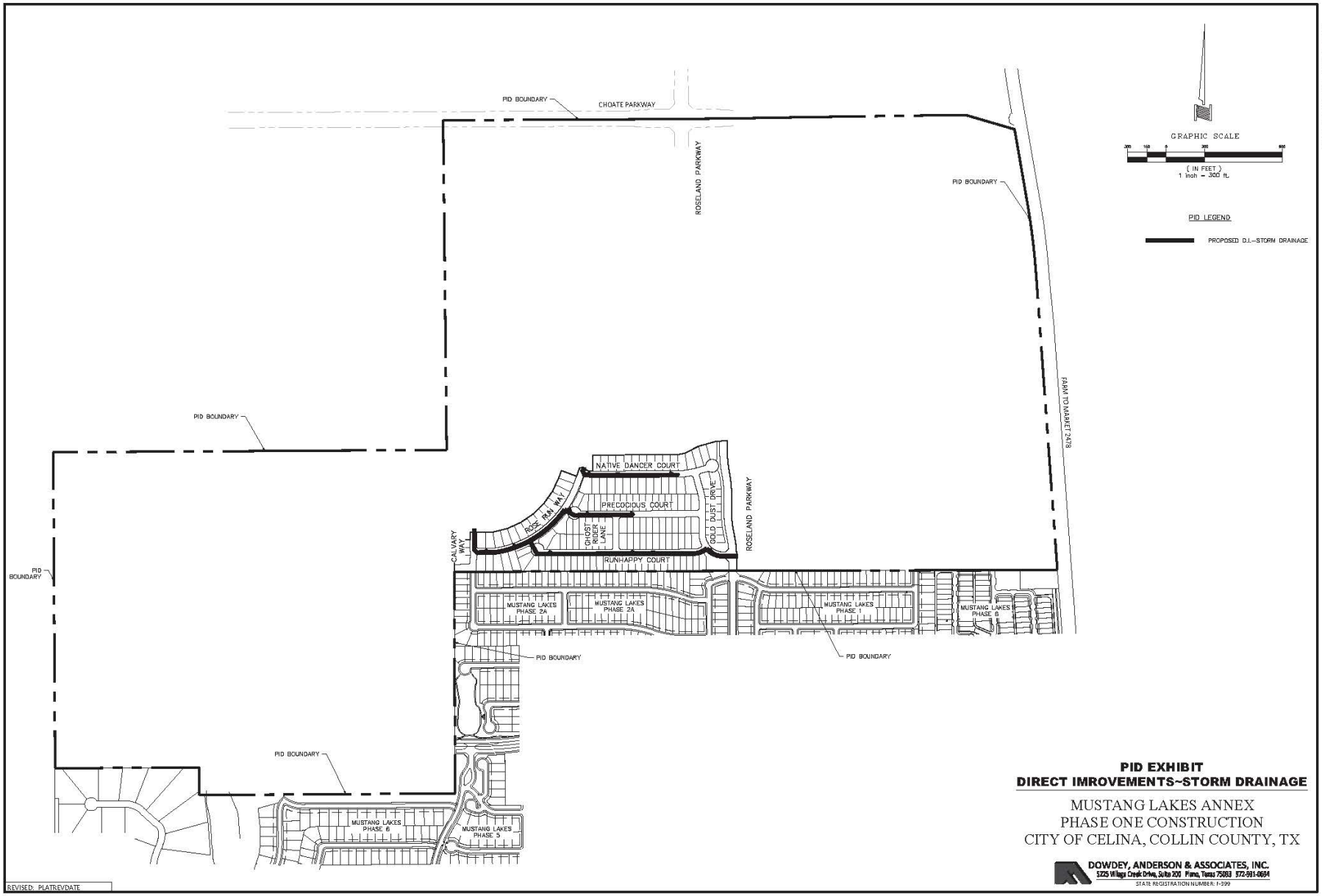
# APPENDIX D
# DIAGRAMS OF THE AUTHORIZED IMPROVEMENTS

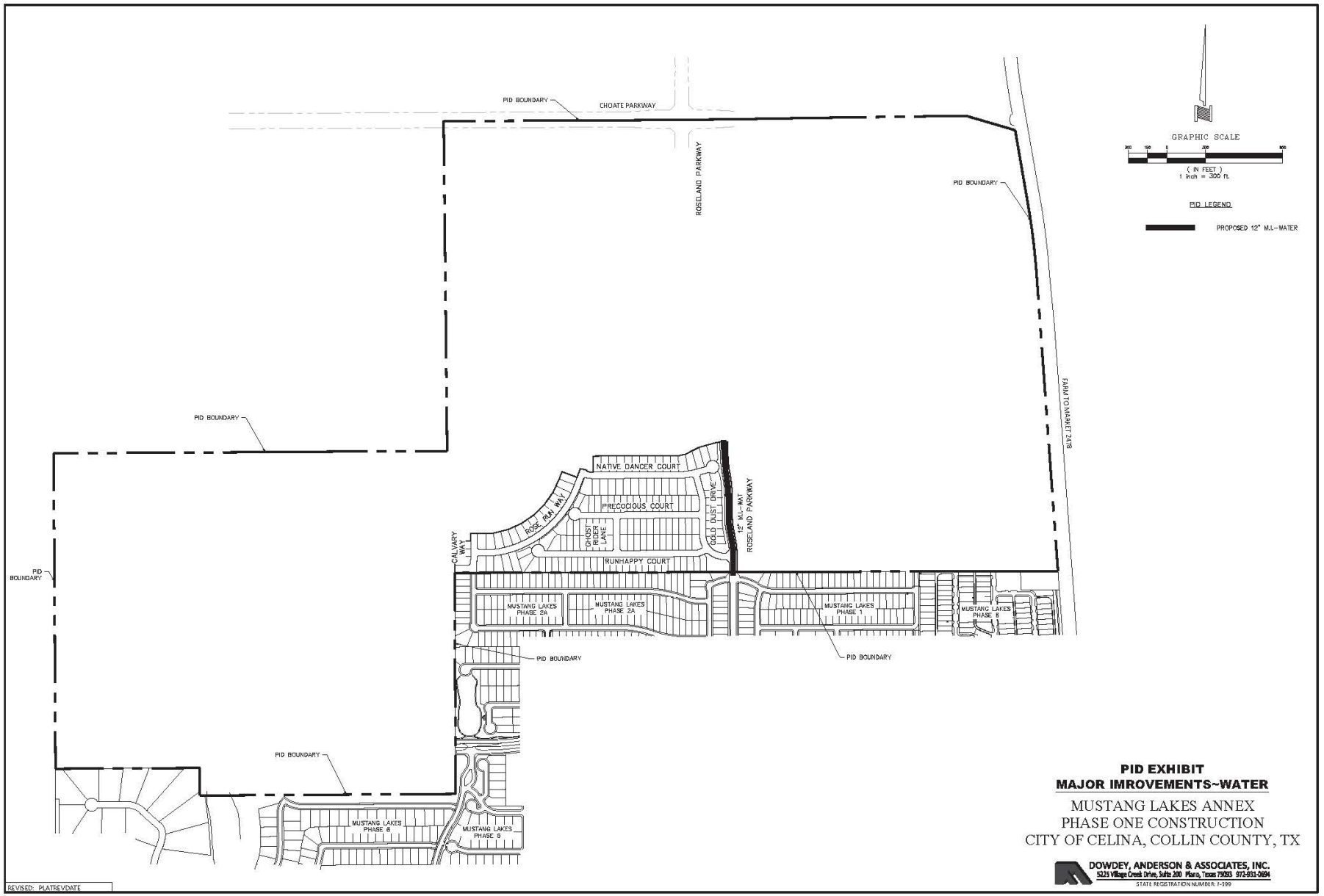

PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
PID BOUNDARY
PID BOUNDARY
NATIVE DANCER COURT
PRECOCIOUS COURT
ROSE RUN WAY
GHOST RIDER LANE
GOLD DUST DRIVE
CALVARY LANE
RUNHAPPY COURT
ROSELAND PARKWAY
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
PID BOUNDARY
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 5
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID LEGEND
PROPOSED M.I.-ROADWAY
PID EXHIBIT
MAJOR IMROVEMENTS~ROADWAYS
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
REVISED: PLATREVDATE

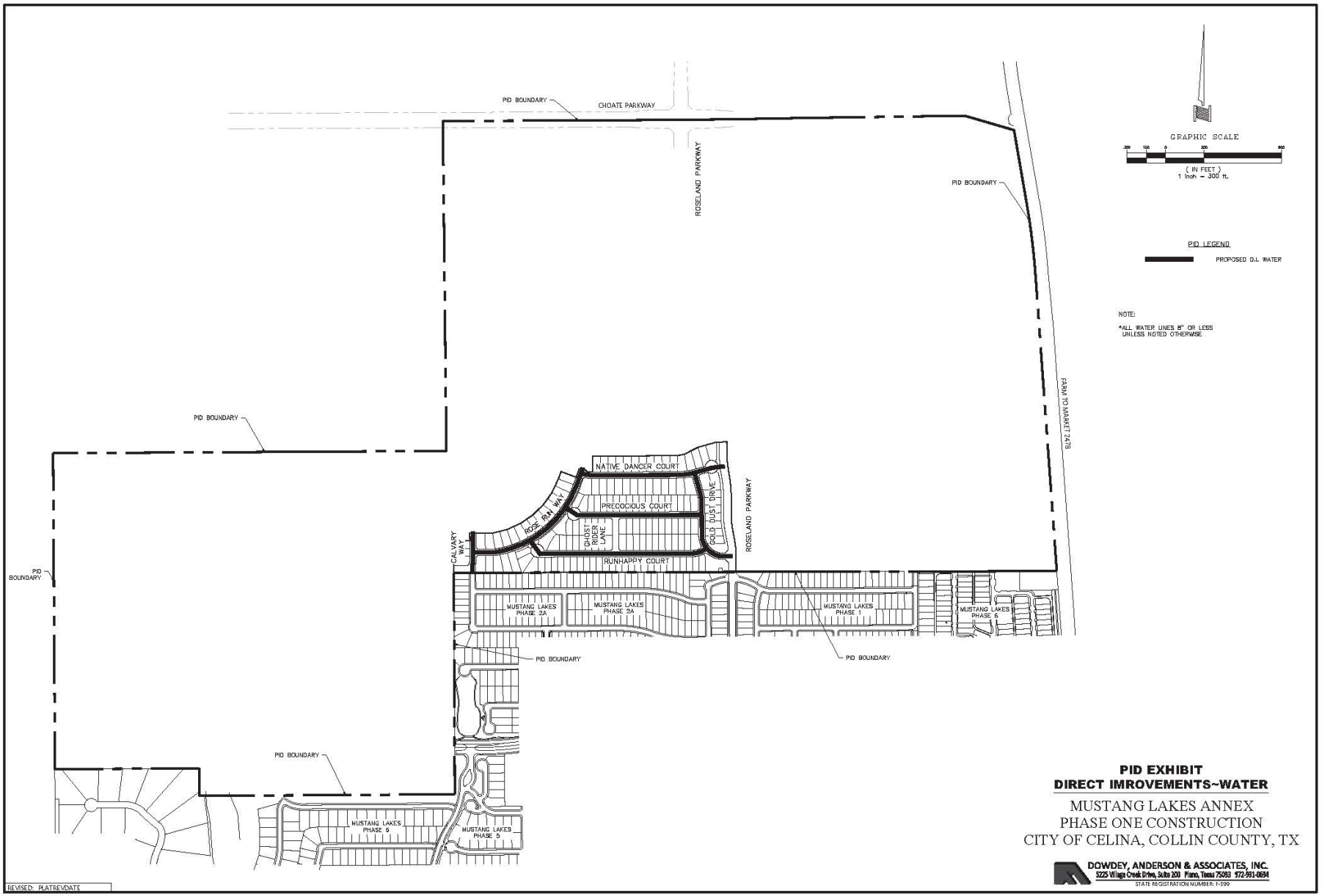

PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
PID BOUNDARY
NATIVE DANCER COURT
PRECOCIOUS COURT
ROSE RUN WAY
GHOST RIDER LANE
GOLD DUST DRIVE
ROSELAND PARKWAY
CALVARY WAY
RUNHAPPY COURT
PID BOUNDARY
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
PID BOUNDARY
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 5
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID LEGEND
PROPOSED D.I.-ROADWAY
PID EXHIBIT
DIRECT IMROVEMENTS~ROADWAYS
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
REVISED: PLATREVDATE

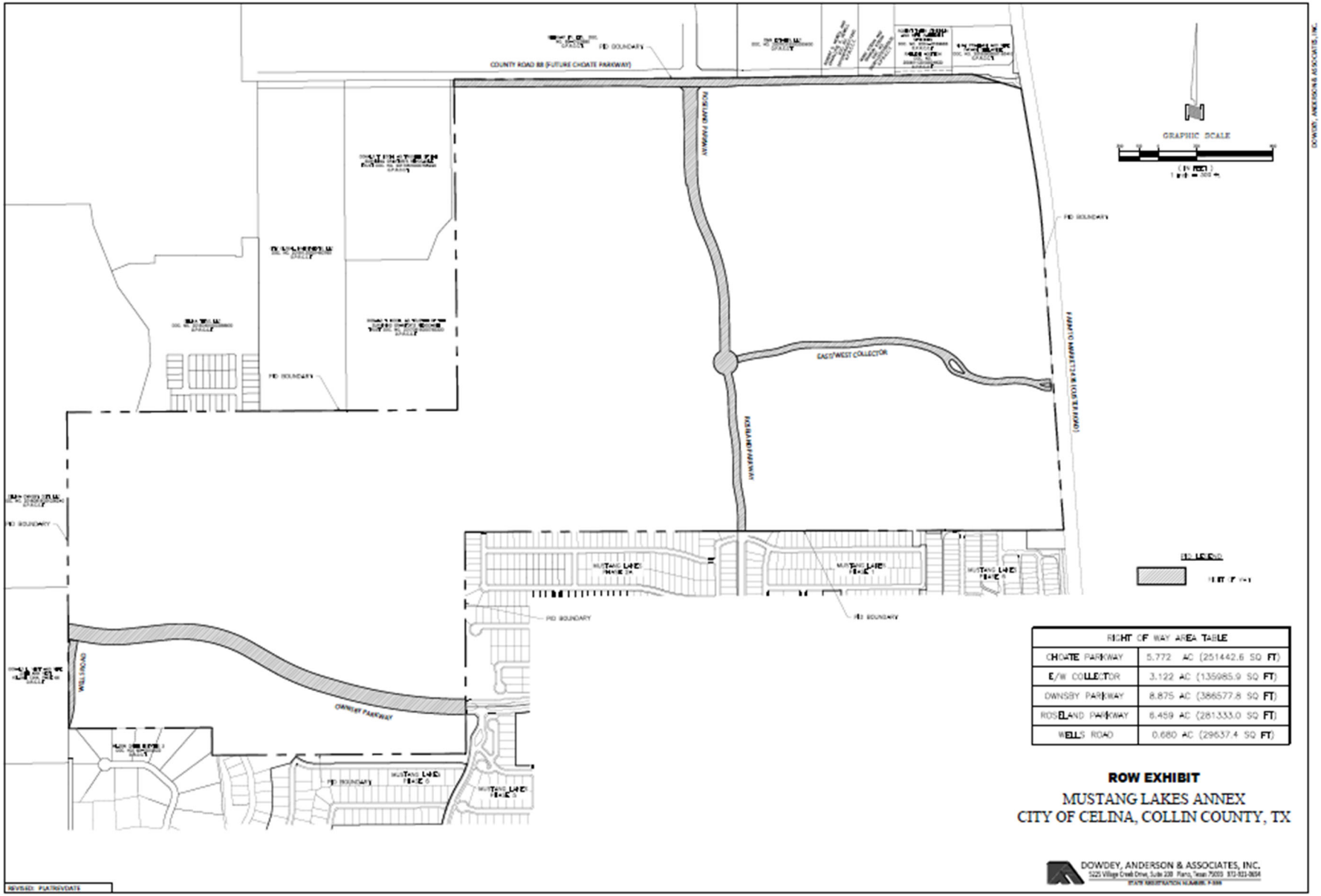

PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID LEGEND
EXISTING SANITARY SEWER
PROPOSED M.I.-SEWER
PID BOUNDARY
15" SS
15" SS
15" SS
EX. 24" SS
PID BOUNDARY
EX. 24" SS
EX. 27" S.S.
EX. 27" S.S.
PID BOUNDARY
NATIVE DANCER COURT
ROSE RUN WAY
PRECOCIOUS COURT
GHOST RIDER LANE
GOLD DUST DRIVE
ROSELAND PARKWAY
CALVARY WAY
RUNHAPPY COURT
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 5
MUSTANG LAKES PHASE 5
REVISED: PLATREVDATE
PID EXHIBIT
MAJOR IMROVEMENTS~SANITARY SEWER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399


PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
GRAPHIC SCALE
PID LEGEND
NATIVE DANCER COURT
PRECOCIOUS COURT
RUNHAPPY COURT
CALVARY WAY
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 5
PID EXHIBIT
DIRECT IMROVEMENTS~SANITARY SEWER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
REVISED: PLATREVOATS


PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
PID BOUNDARY
NATIVE DANCER COURT
PRECOCIOUS COURT
RUNHAPPY COURT
RIDE RUN WAY
GHOST RIDER LANE
GOLD DUST DRIVE
CALVARY WAY
ROSELAND PARKWAY
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 6
PID BOUNDARY
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 5
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID LEGEND
PROPOSED D.I.-STORM DRAINAGE
REVISED: PLATREVDATE
PID EXHIBIT
DIRECT IMROVEMENTS~STORM DRAINAGE
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-881-0654
STATE REGISTRATION NUMBER: F-399


PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
PID BOUNDARY
PID BOUNDARY
NATIVE DANCER COURT
PRECOCIOUS COURT
ROSE RUN WAY
GHOST RIDER LANE
GOLD DUST DRIVE
12" M.L.-WAT
ROSELAND PARKWAY
CALVARY WAY
RUNHAPPY COURT
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 8
PID BOUNDARY
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 6
MUSTANG LAKES PHASE 9
GRAPHIC SCALE
( IN FEET )
1 inch = 300 ft.
PID LEGEND
PROPOSED 12" M.L.-WATER
PID EXHIBIT
MAJOR IMROVEMENTS~WATER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-399
REVISED: PLATREVDATE


PID BOUNDARY
CHOATE PARKWAY
ROSELAND PARKWAY
PID BOUNDARY
FARM TO MARKET 2478
GRAPHIC SCALE
( IN FEET )
1 Inch = 300 ft.
PID LEGEND
PROPOSED D.I. WATER
NOTE:
*ALL WATER LINES 8" OR LESS UNLESS NOTED OTHERWISE
PID BOUNDARY
NATIVE DANCER COURT
PRECOCIOUS COURT
ROSE RAY WAY
GHOST RIDER LANE
GOLD DUST DRIVE
ROSELAND PARKWAY
CALVARY WAY
RUNHAPPY COURT
PID BOUNDARY
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 2A
MUSTANG LAKES PHASE 1
MUSTANG LAKES PHASE 5
PID BOUNDARY
PID BOUNDARY
PID BOUNDARY
MUSTANG LAKES PHASE 5
MUSTANG LAKES PHASE 5
REVISED: PLATREVDATE
PID EXHIBIT
DIRECT IMROVEMENTS~WATER
MUSTANG LAKES ANNEX
PHASE ONE CONSTRUCTION
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
5225 Village Creek Drive, Suite 200 Plano, Texas 75093 972-931-0694
STATE REGISTRATION NUMBER: F-599


COUNTY ROAD 88 (FUTURE CHOATE PARKWAY)
ROSELAND PARKWAY
EAST/WEST COLLECTOR
DOWNSBY PARKWAY
WELLS ROAD
GRAPHIC SCALE
PID BOUNDARY
RIGHT OF WAY AREA TABLE
CHOATE PARKWAY 5.772 AC (251442.6 SQ FT)
E/W COLLECTOR 3.122 AC (135985.9 SQ FT)
DOWNSBY PARKWAY 8.875 AC (386577.8 SQ FT)
ROSELAND PARKWAY 6.459 AC (281333.0 SQ FT)
WELLS ROAD 0.680 AC (29637.4 SQ FT)
ROW EXHIBIT
MUSTANG LAKES ANNEX
CITY OF CELINA, COLLIN COUNTY, TX
DOWDEY, ANDERSON & ASSOCIATES, INC.
REVISED: PLAT/RIGHTS

# 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 ***Mustang Lakes (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 five Lot Types.

**"Lot Type 1"** means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 86 feet, as provided by the Zoning Ordinance.

**"Lot Type 2"** means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 74 feet, as provided by the Zoning Ordinance.

**"Lot Type 3"** means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 60 feet, as provided by the Zoning Ordinance.

**"Lot Type 4"** means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 50 feet, as provided by the Zoning Ordinance.

**"Lot Type 5"** means lots identified as such on the Assessment Rolls, being lots typically with a Lot width of approximately 40 feet, as provided by the Zoning Ordinance.

### A) Proposed Development

Table F-1 shows the original proposed residential units to be developed within the PID.

**Table F-1**
**Proposed Development within the PID - Original**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | Units |
| Lot Type 2 (74 Ft Lot) | 245 | Units |
| Lot Type 3 (60 Ft Lot) | 452 | Units |
| Lot Type 4 (50 Ft Lot) | 560 | Units |
| Lot Type 5 (40 Ft Lot) | 31 | Units |
| **Total** | **1,436** | **Units** |

Table F-2 shows the revised proposed residential units to be developed within the PID.

**Table F-2**
**Proposed Development within the PID - Revised**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | Units |
| Lot Type 2 (74 Ft Lot) | 250 | Units |
| Lot Type 3 (60 Ft Lot) | 446 | Units |
| Lot Type 4 (50 Ft Lot) | 562 | Units |
| Lot Type 5 (40 Ft Lot) | 31 | Units |
| **Total** | **1,437** | **Units** |

Table F-3 shows the proposed residential units within Phase #1.

**Table F-3**
**Proposed Development - Phase #1**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | Units |
| Lot Type 2 (74 Ft Lot) | 0 | Units |
| Lot Type 3 (60 Ft Lot) | 62 | Units |
| Lot Type 4 (50 Ft Lot) | 90 | Units |
| Lot Type 5 (40 Ft Lot) | 0 | Units |
| **Total** | **152** | **Units** |

Table F-4 shows the original proposed residential Lot Types within the Major Improvement Area.

**Table F-4**
**Proposed Development - Major Improvement Area - Original**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | Units |
| Lot Type 2 (74 Ft Lot) | 245 | Units |
| Lot Type 3 (60 Ft Lot) | 390 | Units |
| Lot Type 4 (50 Ft Lot) | 470 | Units |
| Lot Type 5 (40 Ft Lot) | 31 | Units |
| **Total** | **1,284** | **Units** |

Table F-5 shows the revised proposed residential Lot Types within the Major Improvement Area.

**Table F-5**
**Proposed Development - Major Improvement Area - Revised**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | Units |
| Lot Type 2 (74 Ft Lot) | 250 | Units |
| Lot Type 3 (60 Ft Lot) | 384 | Units |
| Lot Type 4 (50 Ft Lot) | 472 | Units |
| Lot Type 5 (40 Ft Lot) | 31 | Units |
| **Total** | **1,285** | **Units** |

Table F-6 shows the revised proposed residential Lot Types within Phase #2.

**Table F-6**
**Proposed Development – Phase #2**

| Description | Proposed Development | |
|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | Units |
| Lot Type 2 (74 Ft Lot) | 24 | Units |
| Lot Type 3 (60 Ft Lot) | 126 | Units |
| Lot Type 4 (50 Ft Lot) | 87 | Units |
| Lot Type 5 (40 Ft Lot) | 31 | Units |
| **Total** | **268** | **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 (i) the Phase #1 Initial Projects shall be financed in part with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects), (ii) the Phase #1 Additional Major Improvements shall be financed in part with the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements), (iii) the Phase #2 Initial Projects shall be financed in part with the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects), and (iv) the Phase #2 Additional Major Improvements shall be financed in part with the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements). The City Council has further determined that the Actual Costs of such Authorized Improvements shall be allocated to the Phase #1 Assessed Property and Phase #2 Assessed Property by spreading the entirety of each Assessment across the Parcels within Phase #1 and Phase #2 based on the estimated Equivalent Units. Prior to allocating the Budgeted Costs of the Initial Major Improvements and the Additional Major Improvements to the Phase #1 Assessed Property and Phase #2 Assessed Property, the pro-rata share of such costs allocable to the Mixed-Use Parcels was subtracted first.

For purposes of this Service and Assessment Plan, the City Council has determined that the Assessments shall be allocated to Phase #1 Assessed Property and Phase #2 Assessed Property on the basis of the average home value of each Lot Type, and that such method of allocation will result in the imposition of equal shares of the Assessments on Parcels similarly benefited. In determining the average home value of each Lot Type, the City Council has taken into consideration (i) the type of lots (i.e., 86 Ft, 74 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 (86 Ft Lots) representing the highest value to Lot Type 5 (40 Ft Lot) representing the lowest value for residential lots are set forth in Table F-7. 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 (86 Ft Lots) to 1.0.

**Table F-7**
**Equivalent Unit Factors**

| Lot Type | Estimated Average Unit Value | Equivalent Unit Factor | |
|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | $1,100,000 | 1.00 | per dwelling unit |
| Lot Type 2 (74 Ft Lot) | $1,080,000 | 0.98 | per dwelling unit |
| Lot Type 3 (60 Ft Lot) | $890,000 | 0.81 | per dwelling unit |
| Lot Type 4 (50 Ft Lot) | $635,000 | 0.58 | per dwelling unit |
| Lot Type 5 (40 Ft Lot) | $570,000 | 0.52 | per dwelling unit |

The total estimated Equivalent Units for Phase #1 are shown in Table F-8 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-8**
**Estimated Equivalent Units - Phase #1**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | 1.00 | 0.00 |
| Lot Type 2 (74 Ft Lot) | 0 | 0.98 | 0.00 |
| Lot Type 3 (60 Ft Lot) | 62 | 0.81 | 50.22 |
| Lot Type 4 (50 Ft Lot) | 90 | 0.58 | 52.20 |
| Lot Type 5 (40 Ft Lot) | 0 | 0.52 | 0.00 |
| **Total Equivalent Units** | **152** | | **102.42** |

The total original estimated Equivalent Units for the Major Improvement Area is shown in Table F-9 as calculated based on the Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

**Table F-9**
**Estimated Equivalent Units -Major Improvement Area - Original**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | 1.00 | 148.00 |
| Lot Type 2 (74 Ft Lot) | 245 | 0.98 | 240.10 |
| Lot Type 3 (60 Ft Lot) | 390 | 0.81 | 315.90 |
| Lot Type 4 (50 Ft Lot) | 470 | 0.58 | 272.60 |
| Lot Type 5 (40 Ft Lot) | 31 | 0.52 | 16.12 |
| **Total Equivalent Units** | **1,284** | | **992.72** |

The total revised estimated Equivalent Units for the Major Improvement Area is shown in Table F-10 as calculated based on the Equivalent Unit factors shown in Table F-7, estimated Lot Types and number of units estimated to be built within the Major Improvement Area.

**Table F-10**
**Estimated Equivalent Units -Major Improvement Area - Revised**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 148 | 1.00 | 148.00 |
| Lot Type 2 (74 Ft Lot) | 250 | 0.98 | 245.00 |
| Lot Type 3 (60 Ft Lot) | 384 | 0.81 | 311.04 |
| Lot Type 4 (50 Ft Lot) | 472 | 0.58 | 273.76 |
| Lot Type 5 (40 Ft Lot) | 31 | 0.52 | 16.12 |
| **Total Equivalent Units** | **1,285** | | **993.92** |

The total estimated Equivalent Units for Phase #2 are shown in Table F-11 as calculated based on the Equivalent Unit factors shown above, estimated Lot Types and number of units estimated to be built within Phase #2.

**Table F-11**
**Estimated Equivalent Units - Phase #2**

| Lot Type | Planned No. of units | Equivalent Unit Factor | Total Equivalent Units |
|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | 1.00 | 0 |
| Lot Type 2 (74 Ft Lot) | 24 | 0.98 | 23.52 |
| Lot Type 3 (60 Ft Lot) | 126 | 0.81 | 102.06 |
| Lot Type 4 (50 Ft Lot) | 87 | 0.58 | 50.46 |
| Lot Type 5 (40 Ft Lot) | 31 | 0.52 | 16.12 |
| **Total Equivalent Units** | **268** | | **192.16** |

## C) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Initial Projects

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) which represents the total Assessment to be allocated on all Parcels within Phase #1 for the Phase #1 Initial Projects, is $4,945,798. As shown in Table F-8, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $48,289.38 for the Phase #1 Initial Projects.

The Assessment per dwelling unit or acre is calculated as the product of (i) $48,289.38 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $48,289.38 (i.e. $48,289.38 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $47,323.59 (i.e. $48,289.38 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $39,114.40 (i.e. $48,289.38 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $28,007.84 (i.e. $48,289.38 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $25,110.48 (i.e. $48,289.38 × 0.52). Table F-12 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1 for the Phase #1 Initial Projects.

**Table F-12**
**Assessment Per Unit - Phase #1 Initial Projects**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $48,289.38 | 1.00 | $48,289.38 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 0 | $48,289.38 | 0.98 | $47,323.59 | per dwelling unit | $0 |
| Lot Type 3 (60 Ft Lot) | 62 | $48,289.38 | 0.81 | $39,114.40 | per dwelling unit | $2,425,093 |
| Lot Type 4 (50 Ft Lot) | 90 | $48,289.38 | 0.58 | $28,007.84 | per dwelling unit | $2,520,706 |
| Lot Type 5 (40 Ft Lot) | 0 | $48,289.38 | 0.52 | $25,110.48 | per dwelling unit | $0 |
| **Total** | **152** | | | | | **$4,945,798** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-13.

**Table F-13**
**Projected Leverage - Phase #1 Initial Projects**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $48,289.38 | 3.56 | 22.78 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $47,323.59 | 3.13 | 22.82 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $39,114.40 | 3.07 | 22.75 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $28,007.84 | 3.57 | 22.67 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $25,110.48 | 3.19 | 22.70 |

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-14.

**Table F-14**
**Estimated Tax Rate Equivalent per unit - Phase #1 Initial Projects**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $4,320.80 | $2.51 | $0.39 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $4,234.39 | $2.86 | $0.39 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $3,499.85 | $2.92 | $0.39 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $2,506.07 | $2.51 | $0.39 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $2,246.82 | $2.81 | $0.39 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 for the Phase #1 Initial Projects is shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects attached as Appendix G and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**D) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Additional Major Improvements**

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #1 for the Phase #1 Additional Major Improvements, is $1,760,000. As shown in Table F-8, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $17,184.14 for the Phase #1 Additional Major Improvements.

The Assessment per dwelling unit or acre is calculated as the product of (i) $17,184.14 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $17,184.14 (i.e. $17,184.14 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $16,840.46 (i.e. $17,184.14 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $13,919.16 (i.e. $17,184.14 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $9,966.80 (i.e. $17,184.14 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $8,935.75 (i.e. $17,184.14 × 0.52). Table F-15 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1 for the Phase #1 Additional Major Improvements.

**Table F-15**
**Assessment Per Unit - Phase #1 Additional Major Improvements**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $17,184.14 | 1.00 | $17,184.14 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 0 | $17,184.14 | 0.98 | $16,840.46 | per dwelling unit | $0 |
| Lot Type 3 (60 Ft Lot) | 62 | $17,184.14 | 0.81 | $13,919.16 | per dwelling unit | $862,988 |
| Lot Type 4 (50 Ft Lot) | 90 | $17,184.14 | 0.58 | $9,966.80 | per dwelling unit | $897,012 |
| Lot Type 5 (40 Ft Lot) | 0 | $17,184.14 | 0.52 | $8,935.75 | per dwelling unit | $0 |
| **Total** | **152** | | | | | **$1,760,000** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-16.

**Table F-16**
**Projected Leverage - Phase #1 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $17,184.14 | 10.01 | 64.01 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $16,840.46 | 8.79 | 64.13 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $13,919.16 | 8.62 | 63.94 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $9,966.80 | 10.03 | 63.71 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $8,935.75 | 8.95 | 63.79 |

The projected tax rate equivalent per unit calculated based on the estimated finished lot values and home values for each unit is shown in Table F-17.

**Table F-17**
**Estimated Tax Rate Equivalent per unit - Phase #1 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $1,505.64 | $0.88 | $0.14 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $1,475.53 | $1.00 | $0.14 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $1,219.57 | $1.02 | $0.14 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $873.27 | $0.87 | $0.14 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $782.93 | $0.98 | $0.14 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 for the Phase #1 Additional Major Improvements is shown on the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements attached as Appendix H and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**E) Allocation of Assessments to Lots within Phase #1 for the Phase #1 Projects (Phase #1 Initial Projects and Phase #1 Additional Major Improvements Combined)**

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects) and the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #1, is $6,705,798. As shown in Table F-5, there are a total of 102.42 estimated Equivalent Units in Phase #1, resulting in an Assessment per Equivalent Unit of $65,473.52.

The Assessment per dwelling unit or acre is calculated as the product of (i) $65,473.52 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $65,473.52 (i.e. $65,473.52 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $64,164.05 (i.e. $65,473.52 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $53,033.55 (i.e. $65,473.52 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $37,974.64 (i.e. $65,473.52 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $34,046.23 (i.e. $65,473.52 × 0.52). Table F-18 sets forth the Assessment per dwelling unit for each Lot Type in Phase #1.

**Table F-18**
**Assessment Per Unit - Phase #1 Projects**
**Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $65,473.52 | 1.00 | $65,473.52 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 0 | $65,473.52 | 0.98 | $64,164.05 | per dwelling unit | $0 |
| Lot Type 3 (60 Ft Lot) | 62 | $65,473.52 | 0.81 | $53,033.55 | per dwelling unit | $3,288,080 |
| Lot Type 4 (50 Ft Lot) | 90 | $65,473.52 | 0.58 | $37,974.64 | per dwelling unit | $3,417,718 |
| Lot Type 5 (40 Ft Lot) | 0 | $65,473.52 | 0.52 | $34,046.23 | per dwelling unit | $0 |
| **Total** | **152** | | | | | **$6,705,798** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-19.

**Table F-19**
**Projected Leverage - Phase #1 Projects**
**Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $65,473.52 | 2.63 | 16.80 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $64,164.05 | 2.31 | 16.83 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $53,033.55 | 2.26 | 16.78 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $37,974.64 | 2.63 | 16.72 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $34,046.23 | 2.35 | 16.74 |

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-20.

**Table F-20**
**Estimated Tax Rate Equivalent per unit - Phase #1 Projects**
**Combined Phase #1 Initial Projects and Phase #1 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $5,826.44 | $3.39 | $0.53 |
| Lot Type 2 (74 Ft Lot) | 0 | $148,000 | $1,080,000 | $5,709.92 | $3.86 | $0.53 |
| Lot Type 3 (60 Ft Lot) | 62 | $120,000 | $890,000 | $4,719.42 | $3.93 | $0.53 |
| Lot Type 4 (50 Ft Lot) | 90 | $100,000 | $635,000 | $3,379.34 | $3.38 | $0.53 |
| Lot Type 5 (40 Ft Lot) | 0 | $80,000 | $570,000 | $3,029.75 | $3.79 | $0.53 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #1 is shown on the Phase #1 Assessment Roll - Phase #1 Initial Projects and the Phase #1 Assessment Roll - Phase #1 Additional Major Improvements attached as Appendix G and Appendix H, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

**F) Allocation of Assessments to Lots within Phase #2 for the Phase #2 Initial Projects**

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) which represents the total Assessment to be allocated on all Parcels within Phase #2, is $13,317,466. As shown in Table F-11, there are a total of 192.16 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $69,304.05.

The Assessment per dwelling unit or acre is calculated as the product of (i) $67,446.45 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $69,304.05 (i.e. $69,304.05 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $67,917.97 (i.e. $69,304.05 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $56,136.28 (i.e. $69,304.05 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $40,196.35 (i.e. $69,304.05 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $36,038.11 (i.e. $69,304.05 × 0.52). Table F-21 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

**Table F-21**
**Assessment Per Unit - Phase #2 Initial Projects**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $69,304.05 | 1.00 | $69,304.05 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 24 | $69,304.05 | 0.98 | $67,917.97 | per dwelling unit | $1,630,031 |
| Lot Type 3 (60 Ft Lot) | 126 | $69,304.05 | 0.81 | $56,136.28 | per dwelling unit | $7,073,171 |
| Lot Type 4 (50 Ft Lot) | 87 | $69,304.05 | 0.58 | $40,196.35 | per dwelling unit | $3,497,082 |
| Lot Type 5 (40 Ft Lot) | 31 | $69,304.05 | 0.52 | $36,038.11 | per dwelling unit | $1,117,181 |
| **Total** | **268** | | | | | **$13,317,466** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-22.

**Table F-22**
**Projected Leverage - Phase #2 Initial Projects**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $69,304.05 | 2.48 | 15.87 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $67,917.97 | 2.18 | 15.90 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $925,000 | $56,136.28 | 2.14 | 16.48 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $698,000 | $40,196.35 | 2.49 | 17.36 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $36,038.11 | 2.22 | 15.82 |

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-23.

**Table F-23**
**Estimated Tax Rate Equivalent per unit - Phase #2 Initial Projects**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $5,011.80 | $2.91 | $0.46 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $4,911.57 | $3.32 | $0.45 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $925,000 | $4,059.56 | $3.38 | $0.44 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $698,000 | $2,906.85 | $2.91 | $0.42 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $2,606.14 | $3.26 | $0.46 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll – Phase #2 Initial Projects attached as Appendix I, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

## G) Allocation of Assessments to Lots within Phase #2 for the Phase #2 Additional Major Improvements

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #2, is $2,548,247. As shown in Table F-11, there are a total of 192.16 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $13,261.07.

The Assessment per dwelling unit or acre is calculated as the product of (i) $67,446.45 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $13,261.07 (i.e. $13,261.07 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $12,995.85 (i.e. $13,261.07 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $10,741,47 (i.e. $13,261.07 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $7,691.42 (i.e. $13,261.07 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $6,895.76 (i.e. $13,261.07 × 0.52). Table F-24 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

**Table F-24**
**Assessment Per Unit - Phase #2 Additional Major Improvements**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $13,261.07 | 1.00 | $13,261.07 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 24 | $13,261.07 | 0.98 | $12,995.85 | per dwelling unit | $311,900 |
| Lot Type 3 (60 Ft Lot) | 126 | $13,261.07 | 0.81 | $10,741.47 | per dwelling unit | $1,353,425 |
| Lot Type 4 (50 Ft Lot) | 87 | $13,261.07 | 0.58 | $7,691.42 | per dwelling unit | $669,154 |
| Lot Type 5 (40 Ft Lot) | 31 | $13,261.07 | 0.52 | $6,895.76 | per dwelling unit | $213,768 |
| **Total** | **268** | | | | | **$2,548,247** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-25.

**Table F-25**
**Projected Leverage - Phase #2 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $13,261.07 | 12.97 | 82.95 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $12,995.85 | 11.39 | 83.10 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $925,000 | $10,741.47 | 11.17 | 86.11 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $698,000 | $7,691.42 | 13.00 | 90.75 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $6,895.76 | 11.60 | 82.66 |

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-26.

**Table F-26**
**Estimated Tax Rate Equivalent per unit - Phase #2 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $1,017.64 | $0.59 | $0.09 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $997.29 | $0.67 | $0.09 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $925,000 | $824.29 | $0.69 | $0.09 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $698,000 | $590.23 | $0.59 | $0.08 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $529.18 | $0.66 | $0.09 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll – Phase #2 Additional Major Improvements attached as Appendix J, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

## H) Allocation of Assessments to Lots within Phase #2 for the Phase #2 Projects (Phase #2 Initial Projects and Phase #2 Additional Major Improvements Combined)

As shown in Section IV of this Service and Assessment Plan, the total amount of the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects) and the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements) which represents the total Assessment to be allocated on all Parcels within Phase #2, is $15,865,713. As shown in Table F-11, there are a total of 192.16 estimated Equivalent Units in Phase #2, resulting in an Assessment per Equivalent Unit of $82,565.12.

The Assessment per dwelling unit or acre is calculated as the product of (i) $82,565.12 multiplied by (ii) the applicable Equivalent Unit value for each Lot Type. For example, The Assessment for a Lot Type 1 (86 Ft Lot) dwelling unit is $82,565.12 (i.e. $82,565.12 × 1.00). The Assessment for a Lot Type 2 (74 Ft Lot) dwelling unit is $80,913.82 (i.e. $82,565.12 × 0.98). The Assessment for a Lot Type 3 (60 Ft Lot) dwelling unit is $66,877.75 (i.e. $82,565.12 × 0.81). The Assessment for a Lot Type 4 (50 Ft Lot) dwelling unit is $47,887.77 (i.e. $82,565.12 × 0.58). The Assessment for a Lot Type 5 (40 Ft Lot) dwelling unit is $42,933.86 (i.e. $82,565.12 × 0.52). Table F-27 sets forth the Assessment per dwelling unit for each Lot Type in Phase #2.

**Table F-27**
**Assessment Per Unit - Phase #2 Projects**
**Combined Phase #2 Initial Projects and Phase #2 Additional Major Improvements**

| Lot Type | Planned No. of Units | Assessment per Equivalent Unit | Equivalent Unit Factor | Assessment per Unit | | Total Assessments |
|---|---|---|---|---|---|---|
| Lot Type 1 (86 Ft Lot) | 0 | $82,565.12 | 1.00 | $82,565.12 | per dwelling unit | $0 |
| Lot Type 2 (74 Ft Lot) | 24 | $82,565.12 | 0.98 | $80,913.82 | per dwelling unit | $1,941,932 |
| Lot Type 3 (60 Ft Lot) | 126 | $82,565.12 | 0.81 | $66,877.75 | per dwelling unit | $8,426,596 |
| Lot Type 4 (50 Ft Lot) | 87 | $82,565.12 | 0.58 | $47,887.77 | per dwelling unit | $4,166,236 |
| Lot Type 5 (40 Ft Lot) | 31 | $82,565.12 | 0.52 | $42,933.86 | per dwelling unit | $1,330,950 |
| **Total** | **268** | | | | | **$15,865,713** |

The projected leverage calculated based on the estimated land values, finished lot values and home values for each unit is shown in Table F-28.

**Table F-28**
**Projected Leverage - Phase #2 Projects**
**Combined Phase #2 Initial Projects and Phase #2 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $82,565.12 | 2.08 | 13.32 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $80,913.82 | 1.83 | 13.35 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $890,000 | $66,877.75 | 1.79 | 13.83 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $635,000 | $47,887.77 | 2.09 | 14.58 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $42,933.86 | 1.86 | 13.28 |

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-29.

**Table F-29**
**Estimated Tax Rate Equivalent per unit - Phase #2 Projects**
**Combined Phase #2 Initial Projects and Phase #2 Additional Major Improvements**

| Lot Type | 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 (86 Ft Lot) | 0 | $172,000 | $1,100,000 | $6,029.45 | $3.51 | $0.55 |
| Lot Type 2 (74 Ft Lot) | 24 | $148,000 | $1,080,000 | $5,908.86 | $3.99 | $0.55 |
| Lot Type 3 (60 Ft Lot) | 126 | $120,000 | $925,000 | $4,883.85 | $4.07 | $0.53 |
| Lot Type 4 (50 Ft Lot) | 87 | $100,000 | $698,000 | $3,497.08 | $3.50 | $0.50 |
| Lot Type 5 (40 Ft Lot) | 31 | $80,000 | $570,000 | $3,135.31 | $3.92 | $0.55 |

The Assessment and Annual Installments for each Parcel or Lot located within Phase #2 is shown on the Phase #2 Assessment Roll - Phase #2 Initial Projects and the Phase #2 Assessment Roll - Phase #2 Additional Major Improvements attached as Appendix I and Appendix J, respectively, and no Assessment shall be changed except as authorized by this Service and Assessment Plan and the PID Act.

# APPENDIX G
# PHASE #1 ASSESSMENT ROLL - PHASE #1 INITIAL PROJECTS

**Appendix G-1**
**Phase #1 Assessment Roll - Phase #1 Initial Projects**

| | |
|---|---|
| **Parcel** | **Part of 2794473** |
| **Assessment** | **$4,945,798** |
| **Equivalent Units** | **102.42** |

| Year[1] | Principal[2] | Interest[2] | Administrative Expenses[3] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $1,000 | $446,606 | $35,000 | $482,606 |
| 2 | $1,000 | $446,515 | $35,700 | $483,215 |
| 3 | $1,000 | $446,425 | $36,414 | $483,839 |
| 4 | $1,000 | $446,335 | $37,142 | $484,477 |
| 5 | $1,000 | $446,244 | $37,885 | $485,129 |
| 6 | $98,510 | $297,930 | $38,643 | $435,083 |
| 7 | $103,459 | $291,990 | $39,416 | $434,865 |
| 8 | $108,709 | $285,751 | $40,204 | $434,665 |
| 9 | $114,278 | $279,196 | $41,008 | $434,483 |
| 10 | $120,186 | $272,305 | $41,828 | $434,319 |
| 11 | $126,452 | $265,058 | $42,665 | $434,174 |
| 12 | $133,098 | $257,433 | $43,518 | $434,049 |
| 13 | $140,147 | $249,407 | $44,388 | $433,943 |
| 14 | $147,624 | $240,956 | $45,276 | $433,857 |
| 15 | $155,554 | $232,055 | $46,182 | $433,791 |
| 16 | $163,965 | $222,675 | $47,105 | $433,745 |
| 17 | $172,886 | $212,788 | $48,047 | $433,721 |
| 18 | $182,347 | $202,363 | $49,008 | $433,718 |
| 19 | $192,380 | $191,367 | $49,989 | $433,736 |
| 20 | $203,021 | $179,766 | $50,988 | $433,776 |
| 21 | $214,307 | $167,524 | $52,008 | $433,839 |
| 22 | $226,275 | $154,602 | $53,048 | $433,925 |
| 23 | $238,967 | $140,957 | $54,109 | $434,033 |
| 24 | $252,427 | $126,548 | $55,191 | $434,166 |
| 25 | $266,701 | $111,326 | $56,295 | $434,322 |
| 26 | $281,837 | $95,244 | $57,421 | $434,503 |
| 27 | $297,890 | $78,249 | $58,570 | $434,709 |
| 28 | $314,912 | $60,287 | $59,741 | $434,940 |
| 29 | $332,963 | $41,297 | $60,936 | $435,196 |
| 30 | $351,903 | $21,220 | $62,155 | $435,278 |
| **Total** | **$4,945,798** | **$6,910,419** | **$1,419,883** | **$13,276,100** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - 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**
**Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 1 (86 Ft)** |
| **Assessment** | **$48,289.38** |
| **Equivalent Unit** | **1.00** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $10 | $4,361 | $342 | $4,712 |
| 2 | $10 | $4,360 | $349 | $4,718 |
| 3 | $10 | $4,359 | $356 | $4,724 |
| 4 | $10 | $4,358 | $363 | $4,730 |
| 5 | $10 | $4,357 | $370 | $4,737 |
| 6 | $962 | $2,909 | $377 | $4,248 |
| 7 | $1,010 | $2,851 | $385 | $4,246 |
| 8 | $1,061 | $2,790 | $393 | $4,244 |
| 9 | $1,116 | $2,726 | $400 | $4,242 |
| 10 | $1,173 | $2,659 | $408 | $4,241 |
| 11 | $1,235 | $2,588 | $417 | $4,239 |
| 12 | $1,300 | $2,514 | $425 | $4,238 |
| 13 | $1,368 | $2,435 | $433 | $4,237 |
| 14 | $1,441 | $2,353 | $442 | $4,236 |
| 15 | $1,519 | $2,266 | $451 | $4,235 |
| 16 | $1,601 | $2,174 | $460 | $4,235 |
| 17 | $1,688 | $2,078 | $469 | $4,235 |
| 18 | $1,780 | $1,976 | $479 | $4,235 |
| 19 | $1,878 | $1,868 | $488 | $4,235 |
| 20 | $1,982 | $1,755 | $498 | $4,235 |
| 21 | $2,092 | $1,636 | $508 | $4,236 |
| 22 | $2,209 | $1,509 | $518 | $4,237 |
| 23 | $2,333 | $1,376 | $528 | $4,238 |
| 24 | $2,465 | $1,236 | $539 | $4,239 |
| 25 | $2,604 | $1,087 | $550 | $4,241 |
| 26 | $2,752 | $930 | $561 | $4,242 |
| 27 | $2,909 | $764 | $572 | $4,244 |
| 28 | $3,075 | $589 | $583 | $4,247 |
| 29 | $3,251 | $403 | $595 | $4,249 |
| 30 | $3,436 | $207 | $607 | $4,250 |
| Total | $48,289 | $67,471 | $13,863 | $129,624 |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - 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**
**Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 2 (74 Ft)** |
| **Assessment** | **$47,323.59** |
| **Equivalent Unit** | **0.98** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $10 | $4,273 | $335 | $4,618 |
| 2 | $10 | $4,272 | $342 | $4,624 |
| 3 | $10 | $4,272 | $348 | $4,630 |
| 4 | $10 | $4,271 | $355 | $4,636 |
| 5 | $10 | $4,270 | $363 | $4,642 |
| 6 | $943 | $2,851 | $370 | $4,163 |
| 7 | $990 | $2,794 | $377 | $4,161 |
| 8 | $1,040 | $2,734 | $385 | $4,159 |
| 9 | $1,093 | $2,671 | $392 | $4,157 |
| 10 | $1,150 | $2,606 | $400 | $4,156 |
| 11 | $1,210 | $2,536 | $408 | $4,154 |
| 12 | $1,274 | $2,463 | $416 | $4,153 |
| 13 | $1,341 | $2,386 | $425 | $4,152 |
| 14 | $1,413 | $2,306 | $433 | $4,151 |
| 15 | $1,488 | $2,220 | $442 | $4,151 |
| 16 | $1,569 | $2,131 | $451 | $4,150 |
| 17 | $1,654 | $2,036 | $460 | $4,150 |
| 18 | $1,745 | $1,936 | $469 | $4,150 |
| 19 | $1,841 | $1,831 | $478 | $4,150 |
| 20 | $1,943 | $1,720 | $488 | $4,151 |
| 21 | $2,051 | $1,603 | $498 | $4,151 |
| 22 | $2,165 | $1,479 | $508 | $4,152 |
| 23 | $2,287 | $1,349 | $518 | $4,153 |
| 24 | $2,415 | $1,211 | $528 | $4,154 |
| 25 | $2,552 | $1,065 | $539 | $4,156 |
| 26 | $2,697 | $911 | $549 | $4,158 |
| 27 | $2,850 | $749 | $560 | $4,159 |
| 28 | $3,013 | $577 | $572 | $4,162 |
| 29 | $3,186 | $395 | $583 | $4,164 |
| 30 | $3,367 | $203 | $595 | $4,165 |
| Total | $47,324 | $66,122 | $13,586 | $127,032 |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - 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**
**Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 3 (60 Ft)** |
| **Assessment** | **$39,114.40** |
| **Equivalent Unit** | **0.81** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $8 | $3,532 | $277 | $3,817 |
| 2 | $8 | $3,531 | $282 | $3,822 |
| 3 | $8 | $3,531 | $288 | $3,826 |
| 4 | $8 | $3,530 | $294 | $3,832 |
| 5 | $8 | $3,529 | $300 | $3,837 |
| 6 | $779 | $2,356 | $306 | $3,441 |
| 7 | $818 | $2,309 | $312 | $3,439 |
| 8 | $860 | $2,260 | $318 | $3,438 |
| 9 | $904 | $2,208 | $324 | $3,436 |
| 10 | $951 | $2,154 | $331 | $3,435 |
| 11 | $1,000 | $2,096 | $337 | $3,434 |
| 12 | $1,053 | $2,036 | $344 | $3,433 |
| 13 | $1,108 | $1,972 | $351 | $3,432 |
| 14 | $1,168 | $1,906 | $358 | $3,431 |
| 15 | $1,230 | $1,835 | $365 | $3,431 |
| 16 | $1,297 | $1,761 | $373 | $3,430 |
| 17 | $1,367 | $1,683 | $380 | $3,430 |
| 18 | $1,442 | $1,600 | $388 | $3,430 |
| 19 | $1,521 | $1,513 | $395 | $3,430 |
| 20 | $1,606 | $1,422 | $403 | $3,431 |
| 21 | $1,695 | $1,325 | $411 | $3,431 |
| 22 | $1,790 | $1,223 | $420 | $3,432 |
| 23 | $1,890 | $1,115 | $428 | $3,433 |
| 24 | $1,996 | $1,001 | $436 | $3,434 |
| 25 | $2,109 | $880 | $445 | $3,435 |
| 26 | $2,229 | $753 | $454 | $3,436 |
| 27 | $2,356 | $619 | $463 | $3,438 |
| 28 | $2,491 | $477 | $472 | $3,440 |
| 29 | $2,633 | $327 | $482 | $3,442 |
| 30 | $2,783 | $168 | $492 | $3,442 |
| Total | $39,114 | $54,652 | $11,229 | $104,996 |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - 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**
**Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 4 (50 Ft)** |
| **Assessment** | **$28,007.84** |
| **Equivalent Unit** | **0.58** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $6 | $2,529 | $198 | $2,733 |
| 2 | $6 | $2,529 | $202 | $2,736 |
| 3 | $6 | $2,528 | $206 | $2,740 |
| 4 | $6 | $2,528 | $210 | $2,744 |
| 5 | $6 | $2,527 | $215 | $2,747 |
| 6 | $558 | $1,687 | $219 | $2,464 |
| 7 | $586 | $1,654 | $223 | $2,463 |
| 8 | $616 | $1,618 | $228 | $2,461 |
| 9 | $647 | $1,581 | $232 | $2,460 |
| 10 | $681 | $1,542 | $237 | $2,460 |
| 11 | $716 | $1,501 | $242 | $2,459 |
| 12 | $754 | $1,458 | $246 | $2,458 |
| 13 | $794 | $1,412 | $251 | $2,457 |
| 14 | $836 | $1,365 | $256 | $2,457 |
| 15 | $881 | $1,314 | $262 | $2,457 |
| 16 | $929 | $1,261 | $267 | $2,456 |
| 17 | $979 | $1,205 | $272 | $2,456 |
| 18 | $1,033 | $1,146 | $278 | $2,456 |
| 19 | $1,089 | $1,084 | $283 | $2,456 |
| 20 | $1,150 | $1,018 | $289 | $2,456 |
| 21 | $1,214 | $949 | $295 | $2,457 |
| 22 | $1,281 | $876 | $300 | $2,457 |
| 23 | $1,353 | $798 | $306 | $2,458 |
| 24 | $1,429 | $717 | $313 | $2,459 |
| 25 | $1,510 | $630 | $319 | $2,460 |
| 26 | $1,596 | $539 | $325 | $2,461 |
| 27 | $1,687 | $443 | $332 | $2,462 |
| 28 | $1,783 | $341 | $338 | $2,463 |
| 29 | $1,886 | $234 | $345 | $2,464 |
| 30 | $1,993 | $120 | $352 | $2,465 |
| Total | $28,008 | $39,133 | $8,041 | $75,182 |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - 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**
**Phase #1 Assessment Roll - Phase #1 Initial Projects by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 5 (40 Ft)** |
| **Assessment** | **$25,110.48** |
| **Equivalent Unit** | **0.52** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $5 | $2,267 | $178 | $2,450 |
| 2 | $5 | $2,267 | $181 | $2,453 |
| 3 | $5 | $2,267 | $185 | $2,457 |
| 4 | $5 | $2,266 | $189 | $2,460 |
| 5 | $5 | $2,266 | $192 | $2,463 |
| 6 | $500 | $1,513 | $196 | $2,209 |
| 7 | $525 | $1,482 | $200 | $2,208 |
| 8 | $552 | $1,451 | $204 | $2,207 |
| 9 | $580 | $1,418 | $208 | $2,206 |
| 10 | $610 | $1,383 | $212 | $2,205 |
| 11 | $642 | $1,346 | $217 | $2,204 |
| 12 | $676 | $1,307 | $221 | $2,204 |
| 13 | $712 | $1,266 | $225 | $2,203 |
| 14 | $750 | $1,223 | $230 | $2,203 |
| 15 | $790 | $1,178 | $234 | $2,202 |
| 16 | $832 | $1,131 | $239 | $2,202 |
| 17 | $878 | $1,080 | $244 | $2,202 |
| 18 | $926 | $1,027 | $249 | $2,202 |
| 19 | $977 | $972 | $254 | $2,202 |
| 20 | $1,031 | $913 | $259 | $2,202 |
| 21 | $1,088 | $851 | $264 | $2,203 |
| 22 | $1,149 | $785 | $269 | $2,203 |
| 23 | $1,213 | $716 | $275 | $2,204 |
| 24 | $1,282 | $642 | $280 | $2,204 |
| 25 | $1,354 | $565 | $286 | $2,205 |
| 26 | $1,431 | $484 | $292 | $2,206 |
| 27 | $1,512 | $397 | $297 | $2,207 |
| 28 | $1,599 | $306 | $303 | $2,208 |
| 29 | $1,690 | $210 | $309 | $2,210 |
| 30 | $1,787 | $108 | $316 | $2,210 |
| **Total** | **$25,110** | **$35,085** | **$7,209** | **$67,405** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Initial Projects).
2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

# APPENDIX H
# PHASE #1 ASSESSMENT ROLL - PHASE #1 ADDITIONAL MAJOR IMPROVEMENTS

## Appendix H-1
### Phase #1 Assessment Roll - Phase #1 Additional Major Improvements

| | |
|---|---|
| **Parcel** | **Part of 2794473** |
| **Assessment** | **$1,760,000** |
| **Equivalent Units** | **102.42** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $1,000 | $158,928 | $10,000 | $169,928 |
| 2 | $1,000 | $158,838 | $10,200 | $170,038 |
| 3 | $1,000 | $158,747 | $10,404 | $170,151 |
| 4 | $1,000 | $158,657 | $10,612 | $170,269 |
| 5 | $1,000 | $158,567 | $10,824 | $170,391 |
| 6 | $34,360 | $105,827 | $11,041 | $151,227 |
| 7 | $36,151 | $103,755 | $11,262 | $151,167 |
| 8 | $38,051 | $101,575 | $11,487 | $151,113 |
| 9 | $40,066 | $99,280 | $11,717 | $151,063 |
| 10 | $42,204 | $96,864 | $11,951 | $151,019 |
| 11 | $44,471 | $94,319 | $12,190 | $150,980 |
| 12 | $46,874 | $91,638 | $12,434 | $150,946 |
| 13 | $49,424 | $88,811 | $12,682 | $150,918 |
| 14 | $52,128 | $85,831 | $12,936 | $150,895 |
| 15 | $54,995 | $82,688 | $13,195 | $150,878 |
| 16 | $58,036 | $79,371 | $13,459 | $150,866 |
| 17 | $61,261 | $75,872 | $13,728 | $150,861 |
| 18 | $64,681 | $72,178 | $14,002 | $150,861 |
| 19 | $68,307 | $68,278 | $14,282 | $150,867 |
| 20 | $72,153 | $64,159 | $14,568 | $150,880 |
| 21 | $76,231 | $59,808 | $14,859 | $150,898 |
| 22 | $80,556 | $55,211 | $15,157 | $150,923 |
| 23 | $85,142 | $50,354 | $15,460 | $150,955 |
| 24 | $90,005 | $45,220 | $15,769 | $150,993 |
| 25 | $95,162 | $39,792 | $16,084 | $151,038 |
| 26 | $100,630 | $34,054 | $16,406 | $151,090 |
| 27 | $106,428 | $27,986 | $16,734 | $151,149 |
| 28 | $112,577 | $21,568 | $17,069 | $151,215 |
| 29 | $119,097 | $14,780 | $17,410 | $151,288 |
| 30 | $126,011 | $7,598 | $17,758 | $151,368 |
| **Total** | **$1,760,000** | **$2,460,553** | **$405,681** | **$4,626,234** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
2 - 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 - Phase #1 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 1 (86 Ft)** |
| **Assessment** | **$17,184.14** |
| **Equivalent Unit** | **1.00** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $10 | $1,552 | $98 | $1,659 |
| 2 | $10 | $1,551 | $100 | $1,660 |
| 3 | $10 | $1,550 | $102 | $1,661 |
| 4 | $10 | $1,549 | $104 | $1,662 |
| 5 | $10 | $1,548 | $106 | $1,664 |
| 6 | $335 | $1,033 | $108 | $1,477 |
| 7 | $353 | $1,013 | $110 | $1,476 |
| 8 | $372 | $992 | $112 | $1,475 |
| 9 | $391 | $969 | $114 | $1,475 |
| 10 | $412 | $946 | $117 | $1,475 |
| 11 | $434 | $921 | $119 | $1,474 |
| 12 | $458 | $895 | $121 | $1,474 |
| 13 | $483 | $867 | $124 | $1,474 |
| 14 | $509 | $838 | $126 | $1,473 |
| 15 | $537 | $807 | $129 | $1,473 |
| 16 | $567 | $775 | $131 | $1,473 |
| 17 | $598 | $741 | $134 | $1,473 |
| 18 | $632 | $705 | $137 | $1,473 |
| 19 | $667 | $667 | $139 | $1,473 |
| 20 | $704 | $626 | $142 | $1,473 |
| 21 | $744 | $584 | $145 | $1,473 |
| 22 | $787 | $539 | $148 | $1,474 |
| 23 | $831 | $492 | $151 | $1,474 |
| 24 | $879 | $442 | $154 | $1,474 |
| 25 | $929 | $389 | $157 | $1,475 |
| 26 | $983 | $332 | $160 | $1,475 |
| 27 | $1,039 | $273 | $163 | $1,476 |
| 28 | $1,099 | $211 | $167 | $1,476 |
| 29 | $1,163 | $144 | $170 | $1,477 |
| 30 | $1,230 | $74 | $173 | $1,478 |
| **Total** | **$17,184** | **$24,024** | **$3,961** | **$45,169** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
2 - 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 - Phase #1 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 2 (74 Ft)** |
| **Assessment** | **$16,840.46** |
| **Equivalent Unit** | **0.98** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $10 | $1,521 | $96 | $1,626 |
| 2 | $10 | $1,520 | $98 | $1,627 |
| 3 | $10 | $1,519 | $100 | $1,628 |
| 4 | $10 | $1,518 | $102 | $1,629 |
| 5 | $10 | $1,517 | $104 | $1,630 |
| 6 | $329 | $1,013 | $106 | $1,447 |
| 7 | $346 | $993 | $108 | $1,446 |
| 8 | $364 | $972 | $110 | $1,446 |
| 9 | $383 | $950 | $112 | $1,445 |
| 10 | $404 | $927 | $114 | $1,445 |
| 11 | $426 | $902 | $117 | $1,445 |
| 12 | $449 | $877 | $119 | $1,444 |
| 13 | $473 | $850 | $121 | $1,444 |
| 14 | $499 | $821 | $124 | $1,444 |
| 15 | $526 | $791 | $126 | $1,444 |
| 16 | $555 | $759 | $129 | $1,444 |
| 17 | $586 | $726 | $131 | $1,444 |
| 18 | $619 | $691 | $134 | $1,444 |
| 19 | $654 | $653 | $137 | $1,444 |
| 20 | $690 | $614 | $139 | $1,444 |
| 21 | $729 | $572 | $142 | $1,444 |
| 22 | $771 | $528 | $145 | $1,444 |
| 23 | $815 | $482 | $148 | $1,444 |
| 24 | $861 | $433 | $151 | $1,445 |
| 25 | $911 | $381 | $154 | $1,445 |
| 26 | $963 | $326 | $157 | $1,446 |
| 27 | $1,018 | $268 | $160 | $1,446 |
| 28 | $1,077 | $206 | $163 | $1,447 |
| 29 | $1,140 | $141 | $167 | $1,448 |
| 30 | $1,206 | $73 | $170 | $1,448 |
| **Total** | **$16,840** | **$23,544** | **$3,882** | **$44,266** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
2 - 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 - Phase #1 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 3 (60 Ft)** |
| **Assessment** | **$13,919.16** |
| **Equivalent Unit** | **0.81** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $8 | $1,257 | $79 | $1,344 |
| 2 | $8 | $1,256 | $81 | $1,345 |
| 3 | $8 | $1,255 | $82 | $1,346 |
| 4 | $8 | $1,255 | $84 | $1,347 |
| 5 | $8 | $1,254 | $86 | $1,348 |
| 6 | $272 | $837 | $87 | $1,196 |
| 7 | $286 | $821 | $89 | $1,196 |
| 8 | $301 | $803 | $91 | $1,195 |
| 9 | $317 | $785 | $93 | $1,195 |
| 10 | $334 | $766 | $95 | $1,194 |
| 11 | $352 | $746 | $96 | $1,194 |
| 12 | $371 | $725 | $98 | $1,194 |
| 13 | $391 | $702 | $100 | $1,194 |
| 14 | $412 | $679 | $102 | $1,193 |
| 15 | $435 | $654 | $104 | $1,193 |
| 16 | $459 | $628 | $106 | $1,193 |
| 17 | $484 | $600 | $109 | $1,193 |
| 18 | $512 | $571 | $111 | $1,193 |
| 19 | $540 | $540 | $113 | $1,193 |
| 20 | $571 | $507 | $115 | $1,193 |
| 21 | $603 | $473 | $118 | $1,193 |
| 22 | $637 | $437 | $120 | $1,194 |
| 23 | $673 | $398 | $122 | $1,194 |
| 24 | $712 | $358 | $125 | $1,194 |
| 25 | $753 | $315 | $127 | $1,195 |
| 26 | $796 | $269 | $130 | $1,195 |
| 27 | $842 | $221 | $132 | $1,195 |
| 28 | $890 | $171 | $135 | $1,196 |
| 29 | $942 | $117 | $138 | $1,196 |
| 30 | $997 | $60 | $140 | $1,197 |
| **Total** | **$13,919** | **$19,460** | **$3,208** | **$36,587** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix H-5**
**Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 4 (50 Ft)** |
| **Assessment** | **$9,966.80** |
| **Equivalent Unit** | **0.58** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $6 | $900 | $57 | $962 |
| 2 | $6 | $899 | $58 | $963 |
| 3 | $6 | $899 | $59 | $964 |
| 4 | $6 | $898 | $60 | $964 |
| 5 | $6 | $898 | $61 | $965 |
| 6 | $195 | $599 | $63 | $856 |
| 7 | $205 | $588 | $64 | $856 |
| 8 | $215 | $575 | $65 | $856 |
| 9 | $227 | $562 | $66 | $855 |
| 10 | $239 | $549 | $68 | $855 |
| 11 | $252 | $534 | $69 | $855 |
| 12 | $265 | $519 | $70 | $855 |
| 13 | $280 | $503 | $72 | $855 |
| 14 | $295 | $486 | $73 | $855 |
| 15 | $311 | $468 | $75 | $854 |
| 16 | $329 | $449 | $76 | $854 |
| 17 | $347 | $430 | $78 | $854 |
| 18 | $366 | $409 | $79 | $854 |
| 19 | $387 | $387 | $81 | $854 |
| 20 | $409 | $363 | $82 | $854 |
| 21 | $432 | $339 | $84 | $855 |
| 22 | $456 | $313 | $86 | $855 |
| 23 | $482 | $285 | $88 | $855 |
| 24 | $510 | $256 | $89 | $855 |
| 25 | $539 | $225 | $91 | $855 |
| 26 | $570 | $193 | $93 | $856 |
| 27 | $603 | $158 | $95 | $856 |
| 28 | $638 | $122 | $97 | $856 |
| 29 | $674 | $84 | $99 | $857 |
| 30 | $714 | $43 | $101 | $857 |
| **Total** | **$9,967** | **$13,934** | **$2,297** | **$26,198** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**Appendix H-6**
**Phase #1 Assessment Roll - Phase #1 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Lot Type** | **Lot Type 5 (40 Ft)** |
| **Assessment** | **$8,935.75** |
| **Equivalent Unit** | **0.52** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $5 | $807 | $51 | $863 |
| 2 | $5 | $806 | $52 | $863 |
| 3 | $5 | $806 | $53 | $864 |
| 4 | $5 | $806 | $54 | $864 |
| 5 | $5 | $805 | $55 | $865 |
| 6 | $174 | $537 | $56 | $768 |
| 7 | $184 | $527 | $57 | $767 |
| 8 | $193 | $516 | $58 | $767 |
| 9 | $203 | $504 | $59 | $767 |
| 10 | $214 | $492 | $61 | $767 |
| 11 | $226 | $479 | $62 | $767 |
| 12 | $238 | $465 | $63 | $766 |
| 13 | $251 | $451 | $64 | $766 |
| 14 | $265 | $436 | $66 | $766 |
| 15 | $279 | $420 | $67 | $766 |
| 16 | $295 | $403 | $68 | $766 |
| 17 | $311 | $385 | $70 | $766 |
| 18 | $328 | $366 | $71 | $766 |
| 19 | $347 | $347 | $73 | $766 |
| 20 | $366 | $326 | $74 | $766 |
| 21 | $387 | $304 | $75 | $766 |
| 22 | $409 | $280 | $77 | $766 |
| 23 | $432 | $256 | $78 | $766 |
| 24 | $457 | $230 | $80 | $767 |
| 25 | $483 | $202 | $82 | $767 |
| 26 | $511 | $173 | $83 | $767 |
| 27 | $540 | $142 | $85 | $767 |
| 28 | $572 | $110 | $87 | $768 |
| 29 | $605 | $75 | $88 | $768 |
| 30 | $640 | $39 | $90 | $769 |
| **Total** | **$8,936** | **$12,493** | **$2,060** | **$23,488** |

1 - The interest is calculated using an interest rate of 9.03% in years 1 through 5 and 6.03% thereafter on the Phase #1 Reimbursement Agreement Obligation (Phase #1 Additional Major Improvements).
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
## PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 INITIAL PROJECTS

**Appendix I-1**
**Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects**

| | |
|---|---|
| **Parcel** | **Part of R-6945-001-0180-1, R-6945-001-0140-1, R-6945-004-0280-1** |
| **Assessment** | **$13,317,466** |
| **Equivalent Units** | **192.16** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $195,000 | $737,788 | $35,000 | $967,788 |
| 2 | $205,000 | $726,985 | $35,700 | $967,685 |
| 3 | $215,000 | $715,628 | $36,414 | $967,042 |
| 4 | $226,000 | $703,717 | $37,142 | $966,859 |
| 5 | $237,000 | $691,196 | $37,885 | $966,081 |
| 6 | $249,000 | $678,066 | $38,643 | $965,709 |
| 7 | $262,000 | $664,272 | $39,416 | $965,688 |
| 8 | $275,000 | $649,757 | $40,204 | $964,961 |
| 9 | $289,000 | $634,522 | $41,008 | $964,530 |
| 10 | $304,000 | $618,511 | $41,828 | $964,340 |
| 11 | $319,000 | $601,670 | $42,665 | $963,335 |
| 12 | $336,000 | $583,997 | $43,518 | $963,515 |
| 13 | $353,000 | $565,383 | $44,388 | $962,771 |
| 14 | $372,000 | $545,827 | $45,276 | $963,103 |
| 15 | $391,000 | $525,218 | $46,182 | $962,400 |
| 16 | $412,000 | $503,556 | $47,105 | $962,662 |
| 17 | $433,000 | $480,732 | $48,047 | $961,779 |
| 18 | $456,000 | $456,743 | $49,008 | $961,752 |
| 19 | $480,000 | $431,481 | $49,989 | $961,470 |
| 20 | $505,000 | $404,889 | $50,988 | $960,877 |
| 21 | $532,000 | $376,912 | $52,008 | $960,920 |
| 22 | $561,000 | $347,439 | $53,048 | $961,488 |
| 23 | $590,000 | $316,360 | $54,109 | $960,469 |
| 24 | $622,000 | $283,674 | $55,191 | $960,865 |
| 25 | $655,000 | $249,215 | $56,295 | $960,510 |
| 26 | $690,000 | $212,928 | $57,421 | $960,349 |
| 27 | $727,000 | $174,702 | $58,570 | $960,272 |
| 28 | $767,000 | $134,426 | $59,741 | $961,167 |
| 29 | $808,000 | $91,934 | $60,936 | $960,870 |
| 30 | $851,466 | $47,171 | $62,155 | $960,792 |
| **Total** | **$13,317,466** | **$14,154,700** | **$1,419,883** | **$28,892,049** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects).
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**

**Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects by Lot Type**

| | Lot Type 2 (74 Ft Lot) |
|---|---|
| **Parcel** | |
| **Assessment** | **$67,917.97** |
| **Equivalent Units** | **0.98** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $994 | $3,763 | $178 | $4,936 |
| 2 | $1,045 | $3,708 | $182 | $4,935 |
| 3 | $1,096 | $3,650 | $186 | $4,932 |
| 4 | $1,153 | $3,589 | $189 | $4,931 |
| 5 | $1,209 | $3,525 | $193 | $4,927 |
| 6 | $1,270 | $3,458 | $197 | $4,925 |
| 7 | $1,336 | $3,388 | $201 | $4,925 |
| 8 | $1,402 | $3,314 | $205 | $4,921 |
| 9 | $1,474 | $3,236 | $209 | $4,919 |
| 10 | $1,550 | $3,154 | $213 | $4,918 |
| 11 | $1,627 | $3,068 | $218 | $4,913 |
| 12 | $1,714 | $2,978 | $222 | $4,914 |
| 13 | $1,800 | $2,883 | $226 | $4,910 |
| 14 | $1,897 | $2,784 | $231 | $4,912 |
| 15 | $1,994 | $2,679 | $236 | $4,908 |
| 16 | $2,101 | $2,568 | $240 | $4,909 |
| 17 | $2,208 | $2,452 | $245 | $4,905 |
| 18 | $2,326 | $2,329 | $250 | $4,905 |
| 19 | $2,448 | $2,201 | $255 | $4,903 |
| 20 | $2,575 | $2,065 | $260 | $4,900 |
| 21 | $2,713 | $1,922 | $265 | $4,901 |
| 22 | $2,861 | $1,772 | $271 | $4,904 |
| 23 | $3,009 | $1,613 | $276 | $4,898 |
| 24 | $3,172 | $1,447 | $281 | $4,900 |
| 25 | $3,340 | $1,271 | $287 | $4,899 |
| 26 | $3,519 | $1,086 | $293 | $4,898 |
| 27 | $3,708 | $891 | $299 | $4,897 |
| 28 | $3,912 | $686 | $305 | $4,902 |
| 29 | $4,121 | $469 | $311 | $4,900 |
| 30 | $4,342 | $241 | $317 | $4,900 |
| **Total** | **$67,918** | **$72,188** | **$7,241** | **$147,347** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects).

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**

**Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects by Lot Type**

| | Lot Type 3 (60 Ft Lot) |
|---|---|
| **Parcel** | |
| **Assessment** | **$56,136.28** |
| **Equivalent Units** | **0.81** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $822 | $3,110 | $148 | $4,079 |
| 2 | $864 | $3,064 | $150 | $4,079 |
| 3 | $906 | $3,017 | $153 | $4,076 |
| 4 | $953 | $2,966 | $157 | $4,076 |
| 5 | $999 | $2,914 | $160 | $4,072 |
| 6 | $1,050 | $2,858 | $163 | $4,071 |
| 7 | $1,104 | $2,800 | $166 | $4,071 |
| 8 | $1,159 | $2,739 | $169 | $4,068 |
| 9 | $1,218 | $2,675 | $173 | $4,066 |
| 10 | $1,281 | $2,607 | $176 | $4,065 |
| 11 | $1,345 | $2,536 | $180 | $4,061 |
| 12 | $1,416 | $2,462 | $183 | $4,061 |
| 13 | $1,488 | $2,383 | $187 | $4,058 |
| 14 | $1,568 | $2,301 | $191 | $4,060 |
| 15 | $1,648 | $2,214 | $195 | $4,057 |
| 16 | $1,737 | $2,123 | $199 | $4,058 |
| 17 | $1,825 | $2,026 | $203 | $4,054 |
| 18 | $1,922 | $1,925 | $207 | $4,054 |
| 19 | $2,023 | $1,819 | $211 | $4,053 |
| 20 | $2,129 | $1,707 | $215 | $4,050 |
| 21 | $2,243 | $1,589 | $219 | $4,051 |
| 22 | $2,365 | $1,465 | $224 | $4,053 |
| 23 | $2,487 | $1,334 | $228 | $4,049 |
| 24 | $2,622 | $1,196 | $233 | $4,050 |
| 25 | $2,761 | $1,051 | $237 | $4,049 |
| 26 | $2,909 | $898 | $242 | $4,048 |
| 27 | $3,064 | $736 | $247 | $4,048 |
| 28 | $3,233 | $567 | $252 | $4,052 |
| 29 | $3,406 | $388 | $257 | $4,050 |
| 30 | $3,589 | $199 | $262 | $4,050 |
| **Total** | **$56,136** | **$59,665** | **$5,985** | **$121,787** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects).

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**

**Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects by Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 4 (50 Ft Lot)** |
| **Assessment** | **$40,196.35** |
| **Equivalent Units** | **0.58** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $589 | $2,227 | $106 | $2,921 |
| 2 | $619 | $2,194 | $108 | $2,921 |
| 3 | $649 | $2,160 | $110 | $2,919 |
| 4 | $682 | $2,124 | $112 | $2,918 |
| 5 | $715 | $2,086 | $114 | $2,916 |
| 6 | $752 | $2,047 | $117 | $2,915 |
| 7 | $791 | $2,005 | $119 | $2,915 |
| 8 | $830 | $1,961 | $121 | $2,913 |
| 9 | $872 | $1,915 | $124 | $2,911 |
| 10 | $918 | $1,867 | $126 | $2,911 |
| 11 | $963 | $1,816 | $129 | $2,908 |
| 12 | $1,014 | $1,763 | $131 | $2,908 |
| 13 | $1,065 | $1,707 | $134 | $2,906 |
| 14 | $1,123 | $1,647 | $137 | $2,907 |
| 15 | $1,180 | $1,585 | $139 | $2,905 |
| 16 | $1,244 | $1,520 | $142 | $2,906 |
| 17 | $1,307 | $1,451 | $145 | $2,903 |
| 18 | $1,376 | $1,379 | $148 | $2,903 |
| 19 | $1,449 | $1,302 | $151 | $2,902 |
| 20 | $1,524 | $1,222 | $154 | $2,900 |
| 21 | $1,606 | $1,138 | $157 | $2,900 |
| 22 | $1,693 | $1,049 | $160 | $2,902 |
| 23 | $1,781 | $955 | $163 | $2,899 |
| 24 | $1,877 | $856 | $167 | $2,900 |
| 25 | $1,977 | $752 | $170 | $2,899 |
| 26 | $2,083 | $643 | $173 | $2,899 |
| 27 | $2,194 | $527 | $177 | $2,898 |
| 28 | $2,315 | $406 | $180 | $2,901 |
| 29 | $2,439 | $277 | $184 | $2,900 |
| 30 | $2,570 | $142 | $188 | $2,900 |
| **Total** | **$40,196** | **$42,723** | **$4,286** | **$87,205** |

1 - The interest is calculated using an estimated interest rate 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects).

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**

**Proposed Phase #2 Assessment Roll – Phase #2 Initial Projects by Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 5 (40 Ft Lot)** |
| **Assessment** | **$36,0.98.11** |
| **Equivalent Units** | **0.52** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $528 | $1,997 | $95 | $2,619 |
| 2 | $555 | $1,967 | $97 | $2,619 |
| 3 | $582 | $1,937 | $99 | $2,617 |
| 4 | $612 | $1,904 | $101 | $2,616 |
| 5 | $641 | $1,870 | $103 | $2,614 |
| 6 | $674 | $1,835 | $105 | $2,613 |
| 7 | $709 | $1,798 | $107 | $2,613 |
| 8 | $744 | $1,758 | $109 | $2,611 |
| 9 | $782 | $1,717 | $111 | $2,610 |
| 10 | $823 | $1,674 | $113 | $2,610 |
| 11 | $863 | $1,628 | $115 | $2,607 |
| 12 | $909 | $1,580 | $118 | $2,607 |
| 13 | $955 | $1,530 | $120 | $2,605 |
| 14 | $1,007 | $1,477 | $123 | $2,606 |
| 15 | $1,058 | $1,421 | $125 | $2,604 |
| 16 | $1,115 | $1,363 | $127 | $2,605 |
| 17 | $1,172 | $1,301 | $130 | $2,603 |
| 18 | $1,234 | $1,236 | $133 | $2,603 |
| 19 | $1,299 | $1,168 | $135 | $2,602 |
| 20 | $1,367 | $1,096 | $138 | $2,600 |
| 21 | $1,440 | $1,020 | $141 | $2,600 |
| 22 | $1,518 | $940 | $144 | $2,602 |
| 23 | $1,597 | $856 | $146 | $2,599 |
| 24 | $1,683 | $768 | $149 | $2,600 |
| 25 | $1,772 | $674 | $152 | $2,599 |
| 26 | $1,867 | $576 | $155 | $2,599 |
| 27 | $1,967 | $473 | $158 | $2,599 |
| 28 | $2,076 | $364 | $162 | $2,601 |
| 29 | $2,187 | $249 | $165 | $2,600 |
| 30 | $2,304 | $128 | $168 | $2,600 |
| **Total** | **$36,038** | **$38,304** | **$3,842** | **$78,184** |

1 - The interest is calculated using an estimated interest rate of 9.54% in years 1 through 5 and 6.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Initial Projects).

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
# PROPOSED PHASE #2 ASSESSMENT ROLL – PHASE #2 ADDITIONAL MAJOR IMPROVEMENTS

**Appendix J-1**

**Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements**

| | |
|---|---|
| **Parcel** | **Part of R-6945-001-0180-1, R-6945-001-0140-1, R-6945-004-0280-1** |
| **Assessment** | **$2,548,247** |
| **Equivalent Units** | **192.16** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $37,000 | $141,173 | $15,000 | $193,173 |
| 2 | $39,000 | $139,123 | $15,300 | $193,423 |
| 3 | $41,000 | $136,962 | $15,606 | $193,568 |
| 4 | $43,000 | $134,691 | $15,918 | $193,609 |
| 5 | $45,000 | $132,309 | $16,236 | $193,545 |
| 6 | $48,000 | $129,816 | $16,561 | $194,377 |
| 7 | $50,000 | $127,157 | $16,892 | $194,049 |
| 8 | $53,000 | $124,387 | $17,230 | $194,617 |
| 9 | $55,000 | $121,450 | $17,575 | $194,025 |
| 10 | $58,000 | $118,403 | $17,926 | $194,330 |
| 11 | $61,000 | $115,190 | $18,285 | $194,475 |
| 12 | $64,000 | $111,811 | $18,651 | $194,461 |
| 13 | $68,000 | $108,265 | $19,024 | $195,289 |
| 14 | $71,000 | $104,498 | $19,404 | $194,902 |
| 15 | $75,000 | $100,565 | $19,792 | $195,357 |
| 16 | $79,000 | $96,410 | $20,188 | $195,598 |
| 17 | $83,000 | $92,033 | $20,592 | $195,625 |
| 18 | $87,000 | $87,435 | $21,004 | $195,439 |
| 19 | $92,000 | $82,615 | $21,424 | $196,039 |
| 20 | $97,000 | $77,518 | $21,852 | $196,370 |
| 21 | $102,000 | $72,144 | $22,289 | $196,434 |
| 22 | $107,000 | $66,494 | $22,735 | $196,229 |
| 23 | $113,000 | $60,566 | $23,190 | $196,756 |
| 24 | $119,000 | $54,306 | $23,653 | $196,959 |
| 25 | $125,000 | $47,713 | $24,127 | $196,840 |
| 26 | $132,000 | $40,788 | $24,609 | $197,397 |
| 27 | $139,000 | $33,475 | $25,101 | $197,577 |
| 28 | $147,000 | $25,775 | $25,603 | $198,378 |
| 29 | $155,000 | $17,631 | $26,115 | $198,746 |
| 30 | $163,247 | $9,044 | $26,638 | $198,928 |
| **Total** | **$2,548,247** | **$2,709,747** | **$608,521** | **$5,866,516** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

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

**Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements by Lot Type**

| | Lot Type 2 (74 Ft Lot) |
|---|---|
| **Parcel Assessment** | **$12,995.85** |
| **Equivalent Units** | **0.98** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $189 | $720 | $76 | $985 |
| 2 | $199 | $710 | $78 | $986 |
| 3 | $209 | $698 | $80 | $987 |
| 4 | $219 | $687 | $81 | $987 |
| 5 | $229 | $675 | $83 | $987 |
| 6 | $245 | $662 | $84 | $991 |
| 7 | $255 | $648 | $86 | $990 |
| 8 | $270 | $634 | $88 | $993 |
| 9 | $280 | $619 | $90 | $990 |
| 10 | $296 | $604 | $91 | $991 |
| 11 | $311 | $587 | $93 | $992 |
| 12 | $326 | $570 | $95 | $992 |
| 13 | $347 | $552 | $97 | $996 |
| 14 | $362 | $533 | $99 | $994 |
| 15 | $382 | $513 | $101 | $996 |
| 16 | $403 | $492 | $103 | $998 |
| 17 | $423 | $469 | $105 | $998 |
| 18 | $444 | $446 | $107 | $997 |
| 19 | $469 | $421 | $109 | $1,000 |
| 20 | $495 | $395 | $111 | $1,001 |
| 21 | $520 | $368 | $114 | $1,002 |
| 22 | $546 | $339 | $116 | $1,001 |
| 23 | $576 | $309 | $118 | $1,003 |
| 24 | $607 | $277 | $121 | $1,004 |
| 25 | $637 | $243 | $123 | $1,004 |
| 26 | $673 | $208 | $126 | $1,007 |
| 27 | $709 | $171 | $128 | $1,008 |
| 28 | $750 | $131 | $131 | $1,012 |
| 29 | $790 | $90 | $133 | $1,014 |
| 30 | $833 | $46 | $136 | $1,015 |
| **Total** | **$12,996** | **$13,819** | **$3,103** | **$29,919** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

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

**Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 3 (60 Ft Lot)** |
| **Assessment** | **$10,741.47** |
| **Equivalent Units** | **0.81** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $156 | $595 | $63 | $814 |
| 2 | $164 | $586 | $64 | $815 |
| 3 | $173 | $577 | $66 | $816 |
| 4 | $181 | $568 | $67 | $816 |
| 5 | $190 | $558 | $68 | $816 |
| 6 | $202 | $547 | $70 | $819 |
| 7 | $211 | $536 | $71 | $818 |
| 8 | $223 | $524 | $73 | $820 |
| 9 | $232 | $512 | $74 | $818 |
| 10 | $244 | $499 | $76 | $819 |
| 11 | $257 | $486 | $77 | $820 |
| 12 | $270 | $471 | $79 | $820 |
| 13 | $287 | $456 | $80 | $823 |
| 14 | $299 | $440 | $82 | $822 |
| 15 | $316 | $424 | $83 | $823 |
| 16 | $333 | $406 | $85 | $824 |
| 17 | $350 | $388 | $87 | $825 |
| 18 | $367 | $369 | $89 | $824 |
| 19 | $388 | $348 | $90 | $826 |
| 20 | $409 | $327 | $92 | $828 |
| 21 | $430 | $304 | $94 | $828 |
| 22 | $451 | $280 | $96 | $827 |
| 23 | $476 | $255 | $98 | $829 |
| 24 | $502 | $229 | $100 | $830 |
| 25 | $527 | $201 | $102 | $830 |
| 26 | $556 | $172 | $104 | $832 |
| 27 | $586 | $141 | $106 | $833 |
| 28 | $620 | $109 | $108 | $836 |
| 29 | $653 | $74 | $110 | $838 |
| 30 | $688 | $38 | $112 | $839 |
| **Total** | **$10,741** | **$11,422** | **$2,565** | **$24,729** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

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

**Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements by Lot Type**

| | Lot Type 4 (50 Ft Lot) |
|---|---|
| **Parcel Assessment** | **$7,691.42** |
| **Equivalent Units** | **0.58** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $112 | $426 | $45 | $583 |
| 2 | $118 | $420 | $46 | $584 |
| 3 | $124 | $413 | $47 | $584 |
| 4 | $130 | $407 | $48 | $584 |
| 5 | $136 | $399 | $49 | $584 |
| 6 | $145 | $392 | $50 | $587 |
| 7 | $151 | $384 | $51 | $586 |
| 8 | $160 | $375 | $52 | $587 |
| 9 | $166 | $367 | $53 | $586 |
| 10 | $175 | $357 | $54 | $587 |
| 11 | $184 | $348 | $55 | $587 |
| 12 | $193 | $337 | $56 | $587 |
| 13 | $205 | $327 | $57 | $589 |
| 14 | $214 | $315 | $59 | $588 |
| 15 | $226 | $304 | $60 | $590 |
| 16 | $238 | $291 | $61 | $590 |
| 17 | $251 | $278 | $62 | $590 |
| 18 | $263 | $264 | $63 | $590 |
| 19 | $278 | $249 | $65 | $592 |
| 20 | $293 | $234 | $66 | $593 |
| 21 | $308 | $218 | $67 | $593 |
| 22 | $323 | $201 | $69 | $592 |
| 23 | $341 | $183 | $70 | $594 |
| 24 | $359 | $164 | $71 | $594 |
| 25 | $377 | $144 | $73 | $594 |
| 26 | $398 | $123 | $74 | $596 |
| 27 | $420 | $101 | $76 | $596 |
| 28 | $444 | $78 | $77 | $599 |
| 29 | $468 | $53 | $79 | $600 |
| 30 | $493 | $27 | $80 | $600 |
| **Total** | **$7,691** | **$8,179** | **$1,837** | **$17,707** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

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**

**Proposed Phase #2 Assessment Roll – Phase #2 Additional Major Improvements by Lot Type**

| | |
|---|---|
| **Parcel** | **Lot Type 5 (40 Ft Lot)** |
| **Assessment** | **$6,895.76** |
| **Equivalent Units** | **0.52** |

| Year | Principal[1] | Interest[1] | Administrative Expenses[2] | Total Annual Installment |
|---|---|---|---|---|
| 1 | $100 | $382 | $41 | $523 |
| 2 | $106 | $376 | $41 | $523 |
| 3 | $111 | $371 | $42 | $524 |
| 4 | $116 | $364 | $43 | $524 |
| 5 | $122 | $358 | $44 | $524 |
| 6 | $130 | $351 | $45 | $526 |
| 7 | $135 | $344 | $46 | $525 |
| 8 | $143 | $337 | $47 | $527 |
| 9 | $149 | $329 | $48 | $525 |
| 10 | $157 | $320 | $49 | $526 |
| 11 | $165 | $312 | $49 | $526 |
| 12 | $173 | $303 | $50 | $526 |
| 13 | $184 | $293 | $51 | $528 |
| 14 | $192 | $283 | $53 | $527 |
| 15 | $203 | $272 | $54 | $529 |
| 16 | $214 | $261 | $55 | $529 |
| 17 | $225 | $249 | $56 | $529 |
| 18 | $235 | $237 | $57 | $529 |
| 19 | $249 | $224 | $58 | $530 |
| 20 | $262 | $210 | $59 | $531 |
| 21 | $276 | $195 | $60 | $532 |
| 22 | $290 | $180 | $62 | $531 |
| 23 | $306 | $164 | $63 | $532 |
| 24 | $322 | $147 | $64 | $533 |
| 25 | $338 | $129 | $65 | $533 |
| 26 | $357 | $110 | $67 | $534 |
| 27 | $376 | $91 | $68 | $535 |
| 28 | $398 | $70 | $69 | $537 |
| 29 | $419 | $48 | $71 | $538 |
| 30 | $442 | $24 | $72 | $538 |
| **Total** | **$6,896** | **$7,333** | **$1,647** | **$15,875** |

1 - The interest is calculated using an estimated interest rate of 5.54% thereafter on the Phase #2 Reimbursement Agreement Obligation (Phase #2 Additional Major Improvements).

2 - Administrative Expenses are estimated and will be updated each year in the Annual Service Plan Updates. Assumes a 2% increase per year.

**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 June 10, 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 #2 of the Mustang Lakes (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 #2 of the District including both the improvements which will only benefit Phase #2 and Phase #2's allocable portion of the improvements to be initially constructed for the benefit of the entire District (collectively the "Phase #2 Initial 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 #2, (ii) payments of expenses incurred in the establishment, administration, and operation of the District; and (iii) payment of expenses associated with financing such public improvement projects which may include, but are not limited to, costs associated with the issuance and sale of revenue bonds secured by assessments levied against the property within the District.

The total costs of the Phase #2 Initial Projects, including administrative costs and the costs of issuing bonds, is approximately $13,317,466.

Phase #2'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 #2 Additional Major improvements") include: (i) roadway improvements, water improvements, sanitary sewer improvements, storm drainage improvements, and other soft and miscellaneous costs related to the improvements benefitting Phase #2; (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 #2 Additional Major Improvements, including administrative costs and the costs of issuing bonds, is $4,150,897.

The boundaries of the District include approximately 556.836 acres of land generally located in the area encompassed directly south of Choate Parkway, north of FM 1461, east of Coit Road, and west of FM 2478, 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 hearings.

A copy of the proposed (i) Phase #2 Assessment Roll – Phase #2 Initial Projects, which includes the assessments proposed to be levied against each respective parcel of land within Phase #2 of the District that benefits from the Phase #2 Improvements and (ii) Phase #2 Assessment Roll – Phase #2 Additional Major Improvements, which includes the assessments proposed to be levied against each respective parcel of land within Phase #2 of the District that benefits from the Phase #2 Additional Major 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.

**EDC**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Celina Economic Development Corporation Board of Directors** |
| From: | Anthony Satarino, Executive Director of Economic Development |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Josh McCarroll |
| Date: | May 13, 2025 |
| Re: | Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed $50,000. (Satarino) |

---

**Action Requested:**
Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for an amount not to exceed $50,000. (Satarino)

**Background Information:**
The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and Local Dive Collective, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a restaurant and bar retail facility at 501 W. Walnut Street, Suite 100, Celina, Texas, with a minimum of 2,280 square feet. In return, the City and CEDC agree to provide financial assistance totaling up to $50,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer $25,000 for Qualified Expenditures, disbursed as follows:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The CEDC agrees to reimburse the Developer up to $25,000 for Qualified Expenditures, which include development and infrastructure costs. These funds will be disbursed in two phases:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The Developer must complete construction by December 31, 2025, obtain a certificate of occupancy, and maintain a minimum of seven full-time equivalent jobs through December 31, 2027. Additionally, the Developer is required to submit documentation verifying at least $138,451 in Qualified Expenditures.

**Legal Review:**
The CEDC Attorney has reviewed the attached Economic Development and Performance Agreement.

**Supporting Documents:**
1. Local Dive Collective Presentation
2. Chapter 380 Agreement and Performance Agreement - Local Dive Collective

**Financial Consideration:**
The CEDC agrees to reimburse the developer for qualified expenditures for an amount not to exceed $25,000.The City of Celina agrees to reimburse the developer $25,000 for qualified expenditures for an amount not to exceed $25,000.

**Staff Recommendation:**
The CEDC Board of Directors voted 5-0 in support of the Economic Development and Performance Agreement with Local Dive Collective, LLC at their May 6, 2025, Regular CEDC Board Meeting.

# Action Item

Chapter 380 Economic Development and Performance Agreement with Local Dive Collective, LLC; for and amount not to exceed $50,000.

Action Item

# Background

**Concept**

Dive Burger & Bar

**Description**

A laid-back sports bar offering great burgers, affordable drinks, and great atmosphere—designed to fill the gap in Celina's social and dining scene.

**Ownership/Managing Partners**

Local Dive Collective, LLC

- Taylor Witt - LWP
- Katie Dunn – LWP

Action Item

# Location

501 W Walnut #100

Previously Jimbo's Pizza

Action Item

# Timeline

- February 2025 - Internal staff meeting with Applicant
- February 2025 – Staff received incentive application
- March 2025 – Applicant presented their project to the EDC
- April 2025 – Applicant presented their project to the DTC
  - Commission expressed general support for the concept as it fills a need in Downtown
  - Commission expressed concerns regarding parking and being a disturbance to current tenants
- April 2025 – EDC Staff presented the project and the draft deal point to the EDC Board
- May 2025 – EDC Staff presents the draft agreement for final EDC Board and City Council consideration

Action Item

# Incentive Application

**Capital Improvements**

$138,451

| | |
|---|---|
| BUILDING RENOVATION COSTS | $106,451 |
| BATHROOMS | $4,552 |
| BAR AREA | $14,952 |
| MAIN SEATING AREA | $22,065 |
| PATIO | $68,532 |
| KITCHEN | $24,400 |
| TO-GO WINDOW | $2,450 |
| AWNING | $1,500 |
| TOTAL START UP COST | $138,451 |

# Agreement – Deal Points

Action Item

## Agreement - Deal Points

- Qualified Expenditures - $138,451
- Certificate of Occupancy by December 31, 2025
- 7 FTE positions employed at the facility
- City Grant of $25,000
  - $12,500 at CO
  - $12,500 at 1-year anniversary CO
- EDC Grant of $25,000
  - $12,500 at CO
  - $12,500 at 1-year anniversary of CO
- Total City and EDC contribution of $50,000

# Questions?

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **LOCAL DIVE COLLECTIVE, LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

**WHEREAS,** the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

**WHEREAS,** the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

**WHEREAS,** the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

**WHEREAS,** the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

**WHEREAS,** the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

**WHEREAS,** the CEDC is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

**WHEREAS,** Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to the City and CEDC for financial assistance necessary to construct a restaurant and bar development to be generally located at 501 W. Walnut Street, Suite 100, City of Celina, Collin County, Texas (hereinafter referred to as the "Property"); and

**WHEREAS,** the restaurant and bar development to be constructed on the Property, shall consist of a minimum of 2,280 square feet of restaurant and bar space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes (hereinafter referred to as the "Facility"); and

**WHEREAS**, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS,** Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CEDC, and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals 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.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **December 31, 2027**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code, as amended.

(b) **Agreement**. The word "Agreement" means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(d) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(e) **City Regulation**. The word "City Regulation" 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 Property and development of the Facility.

(f) **Developer.** The word "Developer" means Local Dive Collective, LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 501 W. Walnut Street, Suite 100, Celina, Texas 75009.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.

(h) **Event of Default**. The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means the restaurant and bar development to be constructed on the Property, and consisting of a minimum of 2,280 square feet of restaurant and bar space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(j) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

(k) **Property.** The word "Property" means 501 W. Walnut Street, Suite 100, Celina, Texas 75009.

(l) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction of the Facility located on the Property, and which meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(m) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

**SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with the City and CEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures related to the construction of Facility located on the Property in a minimum amount of **One Hundred Thirty-Eight Thousand Four Hundred Fifty-One and No/100 Dollars ($138,451.00)** by **December 31, 2025**.

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **December 31, 2025,** a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(c) **Development**. The Facility shall be constructed and operated in accordance the plans provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate the Facility.** Developer agrees to maintain and operate the Facility located on the Property during the Term of this Agreement. Further, upon a receipt of a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property and during the Term of this Agreement Developer covenants and agrees to keep the Facility open during normal operating hours.

(e) **Job Creation and Retention.** Developer covenants and agrees by **December 31, 2025**, and during the Term of this Agreement to employ and maintain a minimum of **7** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **March 1, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **March 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **two (2)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(f) **Performance Conditions**. Developer agrees to make, execute and deliver to the City and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.

(g) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.

**SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.**

City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Performance**. City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

**SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.**

CEDC covenants and agrees with the City and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** or the aggregate amount of said paid invoices, paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Performance**. CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

**SECTION 7. CESSATION OF ADVANCES.**

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

**SECTION 8. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor

workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

**SECTION 9. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and CEDC to Developer pursuant to Sections 5(a) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

**SECTION 10. INDEMNIFICATION.**

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

**SECTION 11. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments**. This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same

document.

(g) **Notices**. Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

| | |
|---|---|
| If to City: | City of Celina, Texas<br>142 N. Ohio Street<br>Celina Texas 75009<br>Attn: City Manager<br>Telephone: (972) 382-2682 |
| if to CEDC: | Celina Economic Development Corporation<br>302 W. Walnut Street<br>Celina Texas 75009<br>Attn: Executive Director<br>Telephone: (972) 382-3455 |
| if to Developer: | Local Dive Collective, LLC<br>501 W. Walnut Street, Suite 100<br>Celina Texas 75009<br>Attn: Katie Dunn, Managing Member<br>Telephone: (214) 537-3493 |

(h) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(i) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(j) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement, Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City and/or CEDC notifies Developer of the violation.

(k) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code,

Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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.

(l) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(m) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(n) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(o) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(p) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer

represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**CITY:**

**CITY OF CELINA, TEXAS,**
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

**ATTEST:**

_____
Lauren Vaughns, City Secretary

**CEDC:**

**CELINA ECONOMIC DEVELOPMENT CORPORATION,**
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: 5-6-25

**DEVELOPER:**

**LOCAL DIVE COLLECTIVE, LLC,**
a Texas limited liability company,

By: _____
Katie Dunn, Managing Member
Date Signed: 4/30/25

***Exhibit A***

[Depiction of the Facility]

Life Connected.

**EDC**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Celina Economic Development Corporation Board of Directors** |
| From: | Anthony Satarino, Executive Director of Economic Development |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Josh McCarroll |
| Date: | May 13, 2025 |
| Re: | Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed $75,000. (Satarino) |

---

**Action Requested:**
Consider and act upon a Chapter 380 Economic Development and Performance Agreement with Celina Pop, LLC; for an amount not to exceed $75,000. (Satarino)

**Background Information:**
The agreement between the City of Celina, the Celina Economic Development Corporation (CEDC), and Celina Pop, LLC (Developer) establishes an economic development incentive under Chapter 380 of the Texas Local Government Code. The Developer agrees to construct a louvered pergola consisting of a minimum of 550 square feet and walk-in freezer consisting of a minimum of 200 square feet at 322 W. Walnut Street, Suite 110, Celina, Texas. In return, the City and CEDC agree to provide financial assistance totaling up to $75,000, contingent upon the Developer meeting construction deadlines, operational commitments, and job creation requirements.

The City of Celina agrees to reimburse the Developer $25,000 for Qualified Expenditures, disbursed as follows:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The City agrees to pay the Developer annual grant payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by the Developer. The City agrees

to contribute a maximum of $25,000 over the four-year period.

| Tax Year | Percentage of Sales and Use Tax Revenue Reimbursed |
|---|---|
| 1 | 100% |
| 2 | 100% |
| 3 | 100% |
| 4 | 100% |

The CEDC agrees to reimburse the Developer up to $25,000 for Qualified Expenditures, which include development and infrastructure costs. These funds will be disbursed in two phases:

- $12,500 upon obtaining a certificate of occupancy for the facility.
- $12,500 on the one-year anniversary of receiving the certificate of occupancy, provided the facility remains in operation.

The Developer must complete construction by April 30, 2026, obtain a certificate of occupancy, and maintain a minimum of 20 full-time equivalent jobs through the term of the agreement. Additionally, the Developer is required to submit documentation verifying at least $220,000 in Qualified Expenditures consisting of $160,000 for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of $60,000 for the walk-in freezer related infrastructure improvements by April 30, 2026.

**Legal Review:**
The CEDC Attorney has reviewed the attached Economic Development and Performance Agreement.

**Supporting Documents:**
1. EDA with Celina Pop LLC Staff Presentation
2. Chapter 380 Agreement - Patio Enhancement Grant

**Financial Consideration:**
The CEDC agrees to reimburse the developer for qualified expenditures for an amount not to exceed $25,000. The City of Celina agrees to reimburse the developer $25,000 for qualified expenditures for an amount not to exceed $25,000. Additionally, the City of Celina agrees to reimburse sales tax to the developer for a maximum amount of $25,000 over a four-year period. This amount is calculated as 100% of the Sales and Use Tax reported in the Sales Tax Report provided by the developer.

**Staff Recommendation:**
The CEDC Board of Directors voted 5-0 in support of the Economic Development and Performance Agreement with Celina Pop, LLC at their May 6, 2025, Regular CEDC Board Meeting.

# Action Item

Chapter 380 Economic Development and Performance Agreement Celina Pop, LLC; for an amount not to exceed $75,000.

Action Item

# Timeline

- February 2025 – Staff received incentive application
  - Heyday presented their project to CEDC Board
- March 2025 – Heyday presented their project to the DTC
  - There was general discussion regarding the requested amount but overall support for the project
  - Comments:
    - Patio sets a tone for Downtown experience (Gateway to the Square)
    - The vision was appreciated and fits the Downtown Master Plan
    - Helps cater to larger groups
    - Commission had questions regarding signage and accessibility
- March 2025 – EDC Staff presented the updated incentive request to the EDC Board
- April 2025 – EDC Staff presented the Patio Enhancement Policy and incentive structure
- May 2025 – EDC Staff presents the draft agreement for final EDC Board approval

Action Item

# Scope of Work

**Walk-in Coolers**

- Demolition of existing base wall as per project specifications.
- Utilize the existing slab for the new walk-in cooler area.
- Match the original brick design of the existing building to maintain aesthetic coherence.

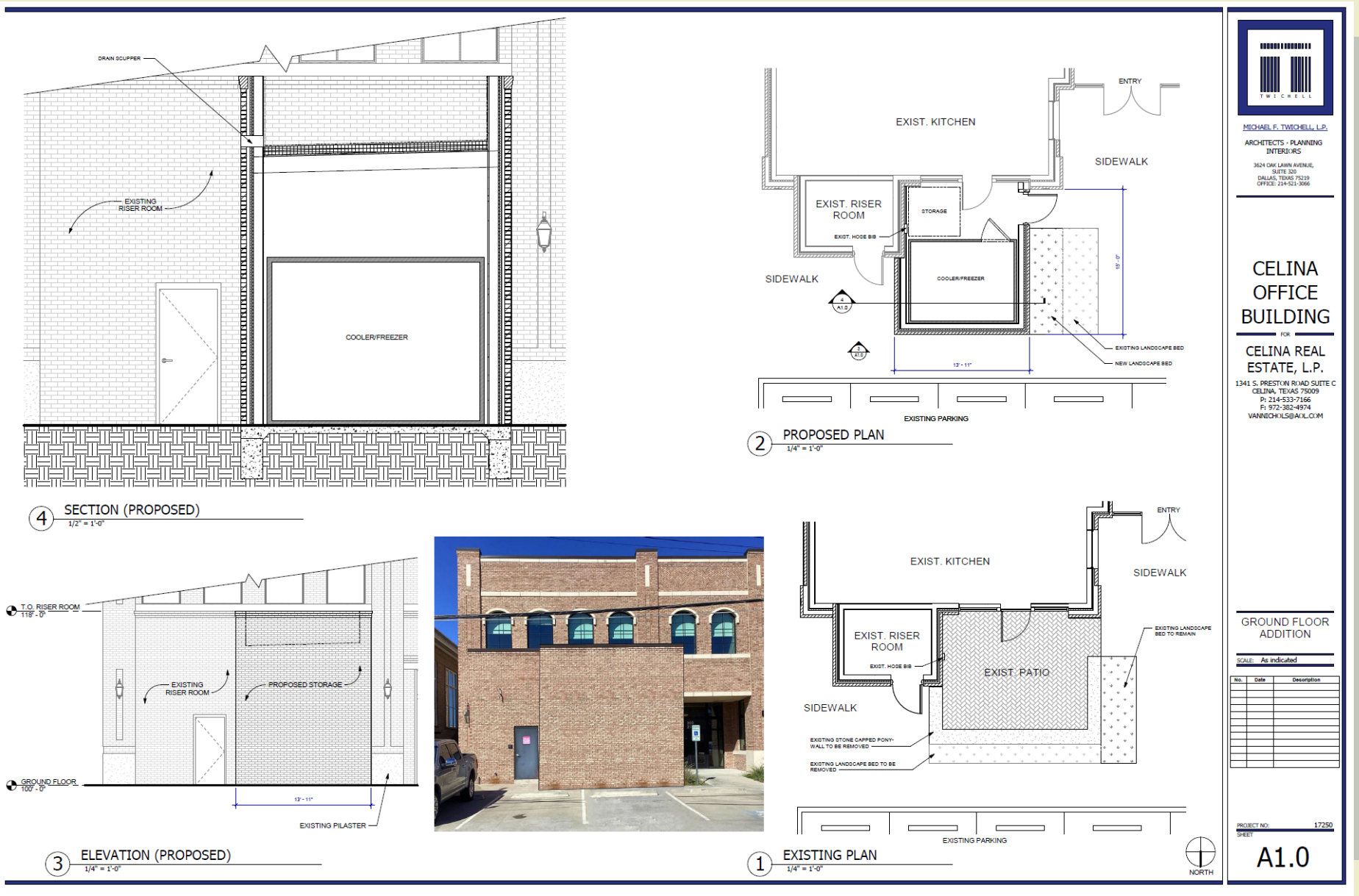
**Pergola Installation**

- Supply and install a weather-resistant pergola on the front and west side
- Include roll-down screens for optimal weather protection and privacy.

**Electrical Work**

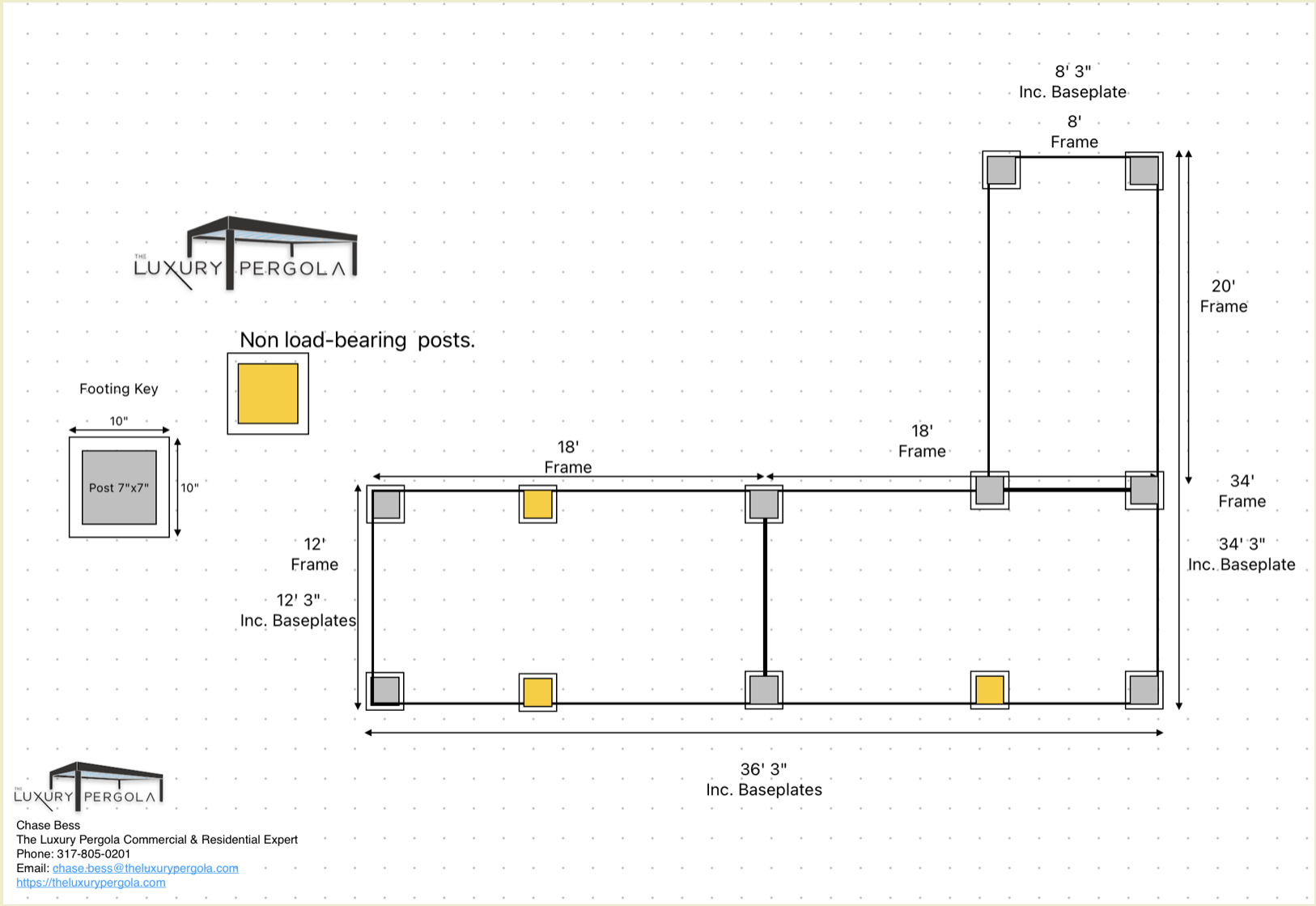
- All necessary electrical installations, including heaters and lighting fixtures as specified in the design provided.

# Action Item


DRAIN SCUPPER
EXISTING RISER ROOM
COOLER/FREEZER
4 SECTION (PROPOSED)
1/2" = 1'-0"
EXIST. KITCHEN
ENTRY
SIDEWALK
EXIST. RISER ROOM
STORAGE
EXIST. HOSE B/B
COOLER/FREEZER
SIDEWALK
EXISTING LANDSCAPE BED
NEW LANDSCAPE BED
EXISTING PARKING
2 PROPOSED PLAN
1/4" = 1'-0"
T.O. RISER ROOM 119' - 0"
GROUND FLOOR 100' - 0"
EXISTING RISER ROOM
PROPOSED STORAGE
EXISTING PILASTER
3 ELEVATION (PROPOSED)
1/4" = 1'-0"
EXIST. KITCHEN
ENTRY
SIDEWALK
EXIST. RISER ROOM
EXIST. HOSE B/B
EXIST. PATIO
EXISTING LANDSCAPE BED TO REMAIN
SIDEWALK
EXISTING STONE CAPPED PONY-WALL TO BE REMOVED
EXISTING LANDSCAPE BED TO BE REMOVED
EXISTING PARKING
1 EXISTING PLAN
1/4" = 1'-0"
NORTH
MICHAEL F. TWICHELL, L.P.
ARCHITECTS · PLANNING INTERIORS
3624 OAK LAWN AVENUE, SUITE 320
DALLAS, TEXAS 75219
OFFICE: 214-521-3066
CELINA OFFICE BUILDING
FOR
CELINA REAL ESTATE, L.P.
1341 S. PRESTON ROAD SUITE C
CELINA, TEXAS 75009
P: 214-533-7166
F: 972-382-4974
VANNICHOLS@AOL.COM
GROUND FLOOR ADDITION
SCALE: As indicated
No. Date Description
PROJECT NO: 17250
SHEET
A1.0

# Exhibit A of the Agreement

Action Item



Action Item

# Exhibit A of the Agreement

Action Item

# Exhibit B of the Agreement

| Product or Service | Amount |
|---|---|
| Patio Cover | 101.400 |
| Motorized Shade | 33.657 |
| Concrete Work | 4.200 |
| Stairway Remodel | 14.875 |
| Back Structure | 34.710 |
| Plumbing Work | 19.750 |
| Electrical Work | 10.890 |
| Fence Work | 1.450 |

Total: $220,932

Action Item

# Requested Incentive

**Capital Improvements**

- $220,000 (70% in patio improvements, 30% in freezer expansion)

**Requested Incentive**

- $150,000

**Current Annual Sales Projection**

- $600,000 in food (sales tax)
- $1,200,000 in mixed-beverage (MB tax)

**Annual Sales Projections at Completion**

- Projecting 25% increase in sales with increased capacity at project completion
    - $750,000 in food (sales tax)
    - $1,500,000 in mixed-beverage (MB tax)

Action Item

# Draft Agreement - Deal Points

**Draft Agreement – Deal Points**

- Capital Expenditures - $220,000
  - $160,000 in Patio Improvements
  - $60,000 in walk-in freezer addition
- Downtown Patio Enhancement Policy
  - Maximum City contribution $25,000
  - Maximum EDC contribution $25,000
- Infrastructure Grant for freezer addition
  - City contribution of $25,000
    - 100% reimbursement of the City's 1% sales tax
    - Maximum reimbursement at $25,000 or 4 years (whichever comes first)
    - Estimate to hit $25,000 in reimbursement in 3.3 years
- Total City and EDC contribution of $75,000 (34% of capital costs)

# Questions?

**CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT**

This **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AND PERFORMANCE AGREEMENT** by and between the **CITY OF CELINA, TEXAS**, a Texas home-rule municipality (hereinafter referred to as the "City"); the **CELINA ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation (hereinafter referred to as the "CEDC"), and **CELINA POP LLC**, a Texas limited liability company (hereinafter referred to as "Developer"), is made and executed on the following recitals, terms and conditions.

**WHEREAS,** the City desires to provide, pursuant to Chapter 380 of the Texas Local Government Code an incentive to Developer to develop the Property as defined below; and

**WHEREAS,** the City possesses the legal and statutory authority under Chapter 380 of the Texas Local Government Code to make loans or grants of public funds for the purposes of promoting local economic development and stimulating business and commercial activity within the City of Celina, Texas; and

**WHEREAS,** the City has determined that a grant of funds to the Developer will serve the public purpose of promoting local economic development, with the development and diversification of the economy of the State and City, will eliminate unemployment and underemployment in the State and City, and will enhance business and commercial activity within the City of Celina, Texas; and

**WHEREAS,** the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requisites under Chapter 380 of the Texas Local Government Code, and further, is in the best interests of the City and the Developer; and

**WHEREAS,** the City has concluded and hereby finds that this Agreement clearly promotes economic development in the City of Celina, Texas, and, as such, meets the requirements of Article III, Section 52-a of the Texas Constitution by assisting in the development and diversification of the economy of the State, by eliminating unemployment or underemployment in the State, and by the development or expansion of commerce within the State; and

**WHEREAS,** the Celina Economic Development Corporation (hereinafter referred to as the "CEDC") is a Type A economic development corporation, created pursuant to Chapter 504 of the Texas Local Government Code, as amended; and

**WHEREAS,** Section 501.103 of the Texas Local Government Code, in pertinent part, defines the term "project" to mean "expenditures that are found by the board of directors to be required or suitable for infrastructure necessary to promote or develop new or expanded business enterprises, limited to: (1) streets and roads, rail spurs, water and sewer utilities, electric utilities, or gas utilities, drainage, site improvements, and related improvements; (2) telecommunications and Internet improvements . . ."; and

**WHEREAS**, Section 501.158 of the Texas Local Government Code prohibits the provision of a direct incentive unless CEDC enters into an Agreement with Developer providing at a minimum a schedule of additional payroll or jobs to be created or retained by CEDC's investment; a schedule of capital investments to be made as consideration for any direct incentives provided by CEDC to Developer; and a provision specifying the terms and conditions upon which repayment must be made should Developer fail to meet the agreed to performance requirements specified in this Agreement; and

**WHEREAS**, Developer has applied to the City and CEDC for financial assistance necessary to construct a covered outdoor patio consisting of a louvered pergola and walk-in freezer (hereinafter referred to as the "Qualified Expenditures") for the expansion of the restaurant development to be generally located at 322 W. Walnut Street, Suite 110, Celina, Texas (hereinafter referred to as the "Property"); and

**WHEREAS**, the CEDC's Board of Directors have determined the financial assistance to be provided to Developer pursuant to this Agreement is consistent and meets the definition of "project" as that term is defined in Section 501.103 of the Texas Local Government Code; and the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code; and

**WHEREAS,** Developer agrees and understands that Section 501.073(a) of the Texas Local Government Code requires the City Council of the City of Celina, Texas, to approve all programs and expenditures of the CEDC, and accordingly this Agreement is not effective until City Council has approved this project at a City Council meeting called and held for that purpose.

**NOW, THEREFORE**, for and in consideration of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City, CEDC, and Developer agree as follows:

**SECTION 1. FINDINGS INCORPORATED.**

The foregoing recitals 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.

**SECTION 2. TERM.**

This Agreement shall be effective as of the Effective Date, as defined herein, and shall continue thereafter until **April 30, 2030**, unless terminated sooner under the provisions hereof.

**SECTION 3. DEFINITIONS.**

The following words shall have the following meanings when used in this Agreement.

(a) **Act.** The word "Act" means Chapters 501 to 505 of the Texas Local Government Code,

as amended.

(b) **Agreement.** The word "Agreement" means this Chapter 380 Economic Development Agreement and Performance Agreement, together with all exhibits and schedules attached to this Agreement from time to time, if any.

(c) **CEDC.** The term "CEDC" means the Celina Economic Development Corporation, a Texas non-profit corporation, its successors and assigns, whose corporate address for the purposes of this Agreement is 302 W. Walnut Street, Celina Texas 75009.

(d) **City.** The word "City" means the City of Celina, Texas, a Texas home rule municipality, whose corporate address for the purposes of this Agreement is 142 N. Ohio Street, Celina Texas 75009.

(e) **City Regulation.** The word "City Regulation" 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 Property and development of the Facility.

(f) **Developer.** The word "Developer" means Celina Pop LLC, a Texas limited liability company, its successors and assigns, whose address for the purposes of this Agreement is 1627 Lilac Ln, Celina Texas 75009.

(g) **Effective Date.** The words "Effective Date" mean the date of the latter to execute this Agreement by and between the Developer, City, and the CEDC.

(h) **Event of Default.** The words "Event of Default" mean and include any of the Events of Default set forth below in the section entitled "Events of Default."

(i) **Facility.** The word "Facility" means the expansion of the Celina Pop restaurant development constructed on the Property, and consisting of a minimum of **550** square feet of patio space and **200** square feet of walk-in freezer space, as generally depicted in ***Exhibit A*** of this Agreement, which is attached hereto and is incorporated herein for all purposes.

(j) **Full-Time Equivalent Employment Position.** The words "Full-Time Equivalent Employment Position" or "Full-Time Equivalent Employment Positions" mean and include a job requiring a minimum of One Thousand Nine Hundred Twenty (1,920) hours of work averaged over a twelve (12) month period.

(k) **Property.** The word "Property" means 322 W. Walnut Street, Suite 110, Celina, Texas 75009.

(l) **Qualified Expenditures.** The words "Qualified Expenditures" mean those costs associated with the construction and or installation of a covered outdoor patio consisting of a louvered pergola and infrastructure improvements related to the walk-in freezer installed on the

Property, as depicted in ***Exhibit B*** of this Agreement, and those expenses which otherwise meet the definition of "project" as that term is defined in Section 501.103 of the Act, and meet the definition of "cost" as that term is defined in Section 501.152 of the Act.

(m) **Sales and Use Tax.** The words "Sales and Use Tax" or "Sales and Use Taxes" mean the City's municipal sales and use tax, at the rate of one percent (1.0%), pursuant to section 321.103(a) of the Texas Tax Code, as amended.

(n) **Sales Tax Report.** The words "Sales Tax Report" mean Sales Tax Report as defined in Section 4(e).

(o) **State Comptroller.** The words "State Comptroller" mean the Office of the Texas Comptroller of Public Accounts, or any successor agency.

(p) **Term.** The word "Term" means the term of this Agreement as specified in Section 2 of this Agreement.

(q) **Type A Sales and Use Tax Revenue.** The words "Type A Sales and Use Tax Revenue" mean the economic development sales and use tax revenue, at the rate of one-half of one percent (0.50%), generated for use by the CEDC.

**SECTION 4. AFFIRMATIVE COVENANTS OF DEVELOPER.**

Developer covenants and agrees with the City and CEDC that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Qualified Expenditures.** Developer covenants and agrees to submit to the City and CEDC paid invoices, paid receipts, or other paid documentation in a form acceptable to the City and CEDC for the Qualified Expenditures made to the Property, as depicted in ***Exhibit B*** of this Agreement, in a minimum amount of **Two Hundred Twenty Thousand and No/100 Dollars ($220,000.00),** consisting of a minimum of **One Hundred Sixty Thousand and No/100 Dollars ($160,000.00)** for the construction and or installation of a covered outdoor patio consisting of a louvered pergola, and a minimum of **Sixty Thousand and No/100 Dollars ($60,000.00)** for the walk-in freezer related infrastructure improvements by **April 30, 2026.**

(b) **Certificate of Occupancy.** Developer covenants and agrees to, after complying with all City Regulations, obtain or cause to be obtained by **April 30, 2026,** a certificate of occupancy from the City of Celina, Texas, for the Facility located on the Property. If such invoices, receipts, or other documentation are incomplete or insufficient for City and the CEDC to verify the Qualified Expenditures, City and/or CEDC shall notify Developer, and Developer shall promptly supply any missing or necessary additional information necessary to verify the Qualified Expenditures.

(c) **Development.** The Facility shall be constructed and operated in accordance the plans

provided in ***Exhibit A***, and any site plan, building elevations, or landscape plans approved by the City. Developer agrees that materials and finish-out used for the Facility shall be substantially similar to such plans. Developer agrees that construction shall be in conformance with the most recently adopted building codes of the City and that building permit applications will be reviewed under such codes. The development and use of the Property shall comply with all applicable City Regulations, including but not limited to the Celina Comprehensive Zoning and Subdivision Ordinances, as amended.

(d) **Operate Facility.** Developer agrees to maintain and operate the Facility located on the Property by **April 30, 2026**, and through the Term of this Agreement. Further, Developer covenants and agrees to keep the Facility open during normal operating hours.

(e) **Reporting of Sales and Use Tax; Type A Sales and Use Tax Revenue; Mixed-Beverage Sales Tax.** Developer covenants and agrees to provide to the City and EDC, on a quarterly basis, a copy of the financial report that is being submitted to the State Comptroller relating to the remission of all local sales and use taxes collected at the Property, and mixed-beverage sales tax and mixed-beverage gross receipts tax as a result of the operation of the Facility and the total quarterly sales occurring at the Property ("Sales Tax Report"). The sales and uses taxes to be included within said Sales Tax Report include the Sales and Use Tax, and the Type A Sales and Use Tax Revenue collected at the Property at the current rate of one and one-half percent (1.5%), and remitted by the State Comptroller to the City. Additionally, Developer covenants and agrees to obtain any third party's consent for the State Comptroller's office to release the annual reported figures along with any State audit adjustments to the City and EDC. The City and EDC hereby agrees to keep this information "Confidential" consistent with the Section 321.3022(f) of the Texas Tax Code, and to the extent allowed by law. The first Sales Tax Report from the Developer shall be due by **May 1, 2026**, for the reporting period of **January 1, 2026** to **March 31, 2026**, and quarterly thereafter.

(f) **Job Creation and Retention.** Developer covenants and agrees by **April 30, 2026**, and during the Term of this Agreement to employ and maintain a minimum of **20** Full-Time Equivalent Employment Positions working at the Property. Developer covenants and agrees beginning on **July 1, 2026**, and during the Term of this Agreement, Developer shall deliver to the City and CEDC an annual compliance verification signed by a duly authorized representative of Developer that shall certify the number of Full-Time Equivalent Employment Positions, and shall disclose and certify the average wage for all Full-Time Equivalent Employment Positions (the "Annual Compliance Verification"). The Developer covenants and agrees beginning on **July 1, 2026**, and annually thereafter during the Term of this Agreement, there will be a total of **four (4)** Employment Positions working at the Property. Annual Compliance Verifications due and submitted to the City and CEDC covering the Full-Time Equivalent Employment Positions created and maintained during the Term of this Agreement. All Annual Compliance Verifications shall include quarterly IRS 941 returns, or Texas Workforce Commission Employer Quarterly Reports.

(g) **Performance Conditions**. Developer agrees to make, execute and deliver to the City

and/or CEDC such other promissory notes, instruments, documents and other agreements as the City or CEDC or its attorneys may reasonably request to evidence this Agreement.

(h) **Performance**. Developer agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements between Developer, City, and CEDC.

(i) **Prohibited Uses**: Developer covenants and agrees during the Term of this Agreement that unless otherwise approved by the City and the CEDC, and only in the event that the zoning on the Property allows such uses, that the following uses shall not be allowed in any portion of the Facility: alternative financial services, sexually oriented business, body art facilities, smoke shops, drug or vice paraphernalia, gaming or slot machines (excluding arcades) lewd merchandise sales, pawn shops and outdoor storage/display (the "Prohibited Uses").

(j) **Celina Chamber of Commerce.** Developer shall be a member of the Celina Chamber of Commerce during the term of this Agreement. The City and the CEDC shall have the right to market the Facility as part of its updates to the community regarding economic development of the City.

**SECTION 5. AFFIRMATIVE COVENANTS OF THE CITY.**

City covenants and agrees with the CEDC and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance.** City covenants and agrees to submit reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in the amount of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement; and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Program Grant Payments.**

(1) Sales and Use Tax. The City covenants and agrees to pay Developer Program Grant Payments as provided below based upon the Sales and Use Tax reported in the Sales Tax Report provided by Developer to the City pursuant to Section 4(e) of this Agreement. Such payments shall be made annually upon reviewing the Sales Tax Report described in Section 4(e) of this Agreement, and confirming its accuracy with the State Comptroller, including any audit adjustments and received by the City from the State Comptroller's office less the State Comptroller's administrative

fee. The Program Grant Payments shall be based upon the following percentages:

| Tax Year | Percentage of Sales and Use Tax Revenue Reimbursed |
|---|---|
| 1 | 100% |
| 2 | 100% |
| 3 | 100% |
| 4 | 100% |

The City covenants and agrees to make the payment to Developer within thirty (30) days following the receipt of the latter of: (1) the Sales Tax Report specified in Section 4(e) of this Agreement for each year; and (2) the Sales and Use Tax revenue from the State Comptroller's office for the applicable year. Nothing in this Agreement shall require the City to make payment from revenue sources other than from the Sales and Use Tax revenue. In no event shall the aggregate total of Sales and Use Tax provided by this Section 5(b)(1) of this Agreement by City to Developer exceed **Twenty-Five Thousand and No/100 Dollars ($25,000.00).**

(c) **Performance.** City agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement.

**SECTION 6. AFFIRMATIVE COVENANTS OF CEDC.**

CEDC covenants and agrees with the City and Developer that, while this Agreement is in effect, it shall comply with the following terms and conditions:

(a) **Financial Assistance for Qualified Expenditures.** CEDC covenants and agrees to submit to Developer reimbursement for Qualified Expenditures made by the Developer pursuant to Section 4(a) of this Agreement, in an amount not to exceed the lesser of **Twenty-Five Thousand and No/100 Dollars ($25,000.00)** or the aggregate amount of said paid invoices. paid receipts, or other paid documentation submitted by the Developer to CEDC. Said financial assistance shall be paid as follows:

(1) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement: and

(2) **Twelve Thousand Five Hundred and No/100 Dollars ($12,500.00)** upon the one (1) year anniversary of Developer's receipt of a certificate of occupancy consistent with Section 4(b) of this Agreement.

(b) **Performance.** CEDC agrees to perform and comply with all terms, conditions, and provisions set forth in this Agreement and in all other instruments and agreements by and between the Developer, City, and CEDC.

**SECTION 7. CESSATION OF ADVANCES.**

If the City or CEDC has made any commitment to provide any financial assistance to Developer, whether under this Agreement or under any other agreement, the City or CEDC shall have no obligation to advance or disburse the financial assistance if: (i) Developer becomes insolvent, files a petition in bankruptcy or similar proceedings, or is adjudged bankrupt; or (ii) an Event of Default occurs.

**SECTION 8. EVENTS OF DEFAULT.**

Each of the following shall constitute an Event of Default under this Agreement:

(a) **General Event of Default.** Failure of Developer, City or CEDC to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement is an Event of Default.

(b) **False Statements.** Any warranty, representation, or statement made or furnished to the City and/or CEDC by or on behalf of Developer under this Agreement that is false or misleading in any material respect, either now or at the time made or furnished is an Event of Default.

(c) **Insolvency.** Developer's insolvency, appointment of receiver for any part of Developer's property, any assignment for the benefit of creditors of Developer, any type of creditor workout for Developer, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Developer is an Event of Default.

(d) **Ad Valorem Taxes and Impositions.** Developer allows its ad valorem taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, or other charges owed to the City or the State of Texas for any property or business owned by Developer, to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest of such imposition and to cure such failure within thirty (30) days after written notice thereof from the City or CEDC and/or Collin County Central Appraisal District is an Event of Default.

(e) **Building Permit Revoked.** If any applicable building permits required for the Facility and issued by the City are revoked or expire, and Developer fails to make reasonable efforts to obtain new permits, as determined by the City or CEDC, and such default is not cured by Developer within thirty (30) days after written notice thereof.

(f) **Lawsuits.** Developer's filing of any lawsuit against the City or CEDC is an Event of Default

**SECTION 9. EFFECT OF AN EVENT OF DEFAULT.**

In the event of default under Section 8 of this Agreement, the non-defaulting party shall give written notice to the other party of any default, and the defaulting party shall have thirty (30) days to cure said default. Should said default remain uncured as of the last day of the applicable

cure period, and the non-defaulting party is not otherwise in default, the non-defaulting party shall have the right to immediately terminate this Agreement, enforce specific performance as appropriate or maintain a cause of action for damages caused by the event(s) of default. In the event, Developer defaults and is unable or unwilling to cure said default within the prescribed time period, the amounts provided by the City and CEDC to Developer pursuant to Sections 5(a) and (b) and 6(a) of this Agreement shall become immediately due and payable by Developer to the CEDC and City.

**SECTION 10. INDEMNIFICATION.**

(a) **TO THE EXTENT ALLOWED BY LAW, DEVELOPER AGREES TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY AND CEDC (AND ITS OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ALL CLAIMS OR CAUSES OF ACTION FOR INJURIES (INCLUDING DEATH), PROPERTY DAMAGES (INCLUDING LOSS OF USE), AND ANY OTHER LOSSES, DEMAND, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO OR RESULTING FROM ITS PERFORMANCE UNDER THIS AGREEMENT, OR CAUSED BY ITS NEGLIGENT ACTS OR OMISSIONS (OR THOSE OF ITS RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, OR ANY OTHER THIRD PARTIES FOR WHOM IT IS LEGALLY RESPONSIBLE) IN CONNECTION WITH PERFORMING THIS AGREEMENT.**

(b) Except for the City and CEDC's obligations to provide the financial assistance as set forth in this Agreement, the City and CEDC, and its past, present, and future officers, employees, contractors, and agents assume no responsibilities or liabilities to Developer, or any third parties in connection with the Facility and/or the Property, and Developer hereby waives any and all claims against the City and CEDC for any injury to persons or damage to property in connection therewith. Developer acknowledges and agrees that there shall be no personal recourse to the directors, officers, employees, or agents of the City or CEDC, who shall incur or assume no liability in respect of any claims based upon or relating to this Agreement. It is understood and agreed between the parties that Developer, in satisfying the conditions of this Agreement, has acted independently, and the City and CEDC assume no responsibilities or liabilities to third parties in connection with these actions.

**SECTION 11. MISCELLANEOUS PROVISIONS.**

The following miscellaneous provisions are a part of this Agreement:

(a) **Amendments.** This Agreement constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

(b) **Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas. Venue for any action arising under this Agreement shall lie in the state district courts of Collin County, Texas.

(c) **Assignment.** This Agreement may not be assigned without the express written consent of the other parties.

(d) **Binding Obligation.** This Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. Developer warrants and represents that the individual or individuals executing this Agreement on behalf of Developer has full authority to execute this Agreement and bind Developer to the same. City warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same. CEDC warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind it to the same.

(e) **Caption Headings**. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of the Agreement.

(f) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

(g) **Notices.** Any notice or other communication required or permitted by this Agreement (hereinafter referred to as the "Notice") is effective when in writing and (i) personally delivered either by facsimile (with electronic information and a mailed copy to follow) or by hand or (ii) three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

| | |
|---|---|
| If to City: | City of Celina, Texas<br>142 N. Ohio Street<br>Celina Texas 75009<br>Attn: City Manager<br>Telephone: (972) 382-2682 |
| if to CEDC: | Celina Economic Development Corporation<br>302 W. Walnut Street<br>Celina Texas 75009<br>Attn: Executive Director<br>Telephone: (972) 382-3455 |
| if to Developer: | Celina Pop LLC<br>1627 Lilac Ln<br>Celina Texas 75009 |

Attn: Michael McGowan, Owner
Telephone: 469-364-0557

(h) **Revenue Sharing Agreement.** The Parties designate this Agreement as a revenue sharing agreement, thereby entitling the City and CEDC to request Sales and Use Tax information and Type A Sales and Use Tax Revenue information from the State Comptroller, pursuant to section 321.3022 of the Texas Tax Code, as amended.

(i) **Severability**. If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

(j) **Time is of the Essence.** Time is of the essence in the performance of this Agreement.

(k) **Undocumented Workers.** Developer certifies that the Developer does not and will not knowingly employ an undocumented worker in accordance with Chapter 2264 of the Texas Government Code, as amended. If during the Term of this Agreement. Developer is convicted of a violation under 8 U.S.C. § 1324a(f), Developer shall repay the amount of the public subsidy provided under this Agreement plus interest, at the rate of six percent (6%), not later than the 120th day after the date the City and/or CEDC notifies Developer of the violation.

(l) **Form 1295 Certificate.** The Developer agrees to comply with Texas Government Code, Section 2252.908 and in connection therewith, the Developer agrees to go online with the Texas Ethics Commission to complete a Form 1295 Certificate and 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.

(m) **Non-Boycott of Israel Provision.** In accordance with Chapter 2271 of the Texas Government Code, a Texas governmental entity may not enter into an agreement with a business entity for the provision of goods or services unless the agreement contains a written verification from the business entity that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Chapter 2271 of the Texas Government Code does not apply to a (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) the contract has a value of less than One Hundred Thousand Dollars ($100,000.00). Unless Developer is not subject to Chapter 2271 of the Texas Government Code for the reasons stated herein, the signatory executing this Agreement on behalf of Developer verifies that Developer does not boycott Israel and will not boycott Israel during the Term of this Agreement.

(n) **Prohibition on Contracts with Certain Companies Provision.** In accordance with Section 2252.152 of the Texas Government Code, the Parties covenant and agree that Developer is not on a list maintained by the State Comptroller's office prepared and maintained pursuant to Section 2252.153 of the Texas Government Code.

(o) **Report Agreement to Comptroller's Office.** City covenants and agrees to report this Agreement to the State Comptroller's office within fourteen (14) days of the Effective Date of this Agreement, in accordance with Section 380.004 of the Texas Government Code, as added by Texas House Bill 2404, 87th Tex. Reg. Session (2021) (effective September 1, 2021).

(p) **Verification Against Discrimination of Firearm or Ammunition Industries.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 19, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) the Developer will not discriminate during the Term of the Agreement against a firearm entity or firearm trade association.

(q) **Verification Against Discrimination Developer Does Not Boycott Energy Companies.** Pursuant to Texas Government Code Chapter 2274, (as added by Texas Senate Bill 13, 87th Tex. Reg. Session (2021) (effective September 1, 2021)) unless otherwise exempt, if the Developer employs at least ten (10) fulltime employees and this Agreement has a value of at least $100,000 that is paid wholly or partly from public funds of the City, the Developer represents that: (1) the Developer does not boycott energy companies; and (2) the Developer will not boycott energy companies during the Term of this Agreement.

**[The Remainder of this Page Intentionally Left Blank]**

**DEVELOPER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS AGREEMENT, AND DEVELOPER AGREES TO ITS TERMS. THIS AGREEMENT IS EFFECTIVE AS OF THE EFFECTIVE DATE AS IS PROVIDED HEREIN.**

**CITY:**

***CITY OF CELINA, TEXAS,***
A Texas home-rule municipality

_____
Ryan Tubbs, Mayor
Date Signed: _____

**ATTEST:**

_____
Lauren Vaughns, City Secretary

**CEDC:**

***CELINA ECONOMIC DEVELOPMENT CORPORATION,***
a Texas non-profit corporation

By: _____
Clint Bissett, President
Date Signed: 5-6-25

**DEVELOPER:**

**CELINA POP LLC,**
a Texas limited liability company,

By: _____
Michael McGowan, Owner
Date Signed: 4.30.25

***Exhibit A***

[Depiction of the Facility]

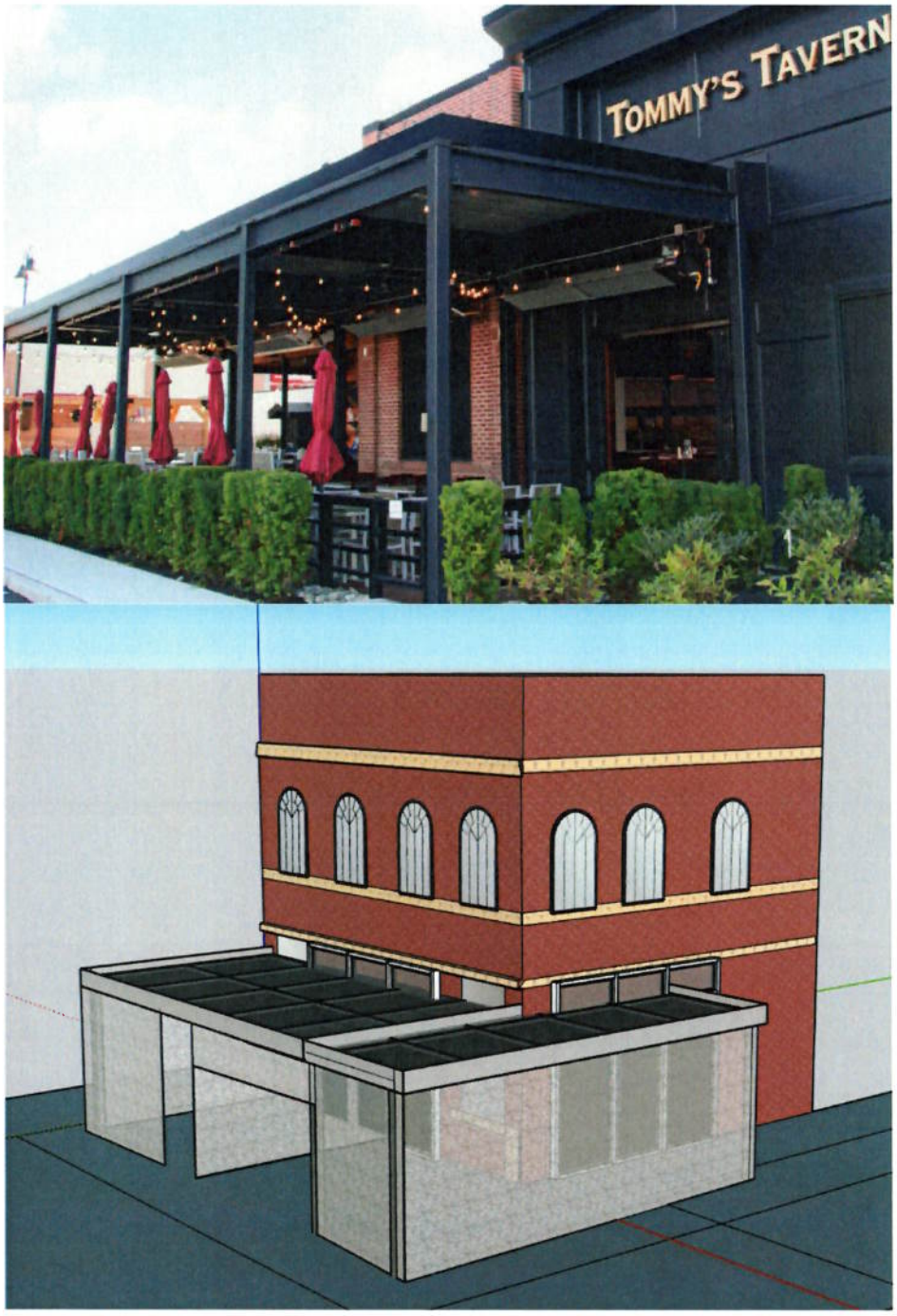
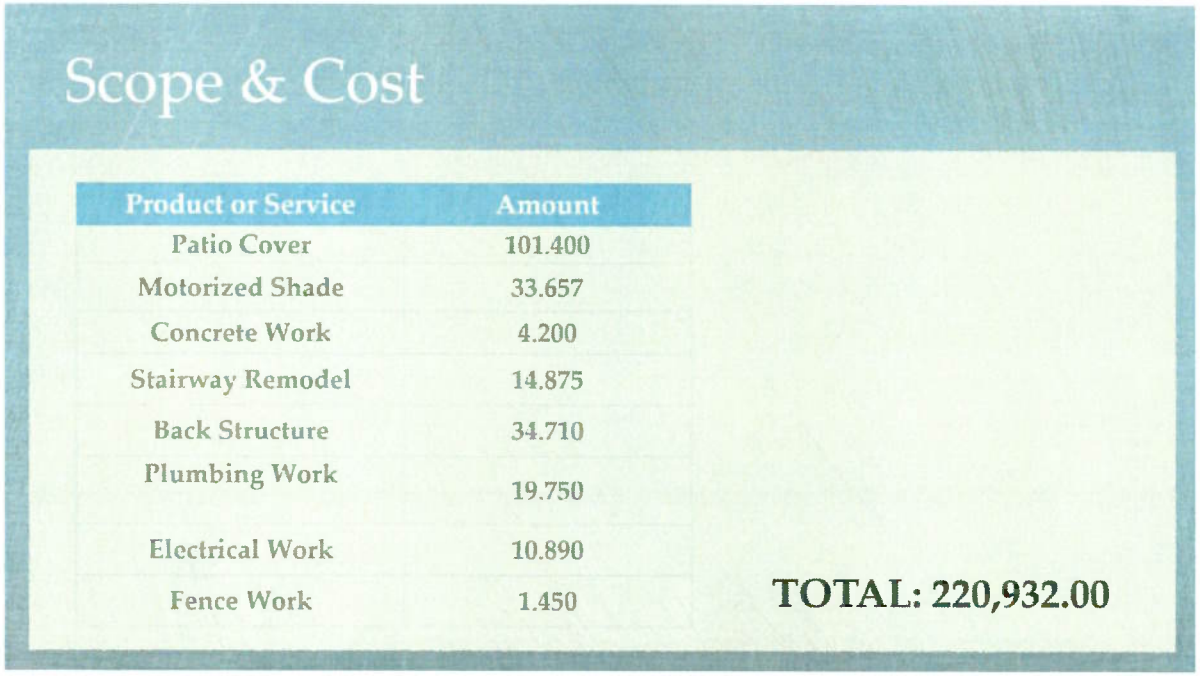


***Exhibit B***

[Qualified Expenditures]



Scope & Cost

| Product or Service | Amount |
|---|---|
| Patio Cover | 101.400 |
| Motorized Shade | 33.657 |
| Concrete Work | 4.200 |
| Stairway Remodel | 14.875 |
| Back Structure | 34.710 |
| Plumbing Work | 19.750 |
| Electrical Work | 10.890 |
| Fence Work | 1.450 |

TOTAL: 220,932.00

**RESOLUTION NO. 2025-2R**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, A TYPE A ECONOMIC DEVELOPMENT CORPORATION, APPOINTING A BOARD MEMBER TO SERVE AS A BOARD MEMBER OF THE GREATER CELINA CHAMBER OF COMMERCE; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.**

**WHEREAS**, the Celina Economic Development Corporation (hereinafter referred to as the "CEDC"), is an economic development corporation operating pursuant to Chapter 504 of the Texas Local Government Code, as amended (also referred to as the "Act"), and the Texas Non-Profit Corporation Act, as codified in the Texas Business Organizations Code, as amended; and

**WHEREAS**, on or about February 11, 2025, the CEDC entered into an Economic Development Agreement with the City of Celina, Texas, and the Greater Celina Chamber of Commerce (the "Agreement"); and

**WHEREAS,** Section 2.4 of the Agreement provides that the CEDC is allowed a mutually agreed upon sitting board member selected by the Board of Directors of the CEDC.

**WHEREAS**, Board of Directors of the CEDC desires to appoint a board member consistent with the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CELINA ECONOMIC DEVELOPMENT CORPORATION, AS FOLLOWS:**

**Section 1.** That the foregoing recitals are hereby found to be true and correct findings of the CEDC and are fully incorporated into the body of this Resolution.

**Section 2.** That the Board of Directors of the CEDC consistent with the terms of the Agreement hereby appoints _____ to serve as a Board member of the Greater Celina Chamber of Commerce.

**Section 3.** That the term of the appointment shall commence on the effective date and shall terminate upon the earlier of (i) the expiration or termination of the Agreement or (ii) the cessation of the appointed Board member's tenure, unless otherwise determined by the Board of Directors.

**Section 4.** This Resolution shall become effective from and after its passage.

**DULY RESOLVED** by the Board of Directors of the Celina Economic Development Corporation on this the _____ day of May, 2025.

_____
Clint Bissett, President
Celina Economic Development Corporation

Life Connected.

**EDC**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Anthony Satarino, Strategic Services Director |
| CC: | Robert Ranc, City Manager |
| Intiated by: | Josh McCarroll |
| Date: | May 13, 2025 |
| Re: | Consider and act upon a Resolution establishing the Local Business Support Program; and appointing representatives to serve on the Local Business Support Program Ad Hoc Steering Committee. (Satarino) |

---

**Action Requested:**
Consider and act upon a Resolution establishing the Local Business Support Program; and appointing representatives to serve on the Local Business Support Program Ad Hoc Steering Committee. (Satarino)

**Background Information:**

The City of Celina and Celina Economic Development Corporation (CEDC) is committed to strengthening its small business community through the creation of a Local Business Support Program (LBSP). The LBSP will serve as a comprehensive toolbox designed to provide tailored resources, educational opportunities, strategic mentorship, and direct consulting support to local business owners. As a phased initiative, the program will begin with a collaborative planning process and evolve over time to address the diverse and changing needs of Celina's growing local business community.

To facilitate the development and successful implementation of the LBSP, Staff recommends the establishment of an ad hoc committee composed of two members of the City Council, two representatives from the Downtown Commission, two from the CEDC, and two from the Greater Celina Chamber of Commerce. This committee will work closely with staff and stakeholders to shape the program's direction, ensure alignment with broader economic goals, and foster strong partnerships across the community. The committee's guidance will be essential in designing resources that are practical, impactful, and responsive to the challenges faced by local businesses.

Staff proposes the following timeline for committee activities:

- **Meeting 1: Program Foundations + Vision Alignment**
  •Tuesday, June 11, 2025 | 4:00 – 5:30 PM

- **Meeting 2: Core Pillars + Early Initiatives**
  •Tuesday, July 9, 2025 | 4:00 – 5:30 PM

- **Meeting 3: Programs Mechanics + Stakeholder Integration**
  •Tuesday, August 13, 2025 | 4:00 – 5:30 PM

- **Meeting 4: Final Review + Go-Live Planning**

- Tuesday, September 10, 2025 | 4:00 – 5:30 PM

The Committee shall be composed of representatives appointed from the following entities:

- Two (2) members of the City Council;
  - Councilmember _____
  - Councilmember _____

- Two (2) members of the Downtown Commission;
  - Commissioner Audrea Weimer
  - Commissioner Rachel Baty

- Two (2) members of the Celina Economic Development Corporation;
  - Board Secretary Cindy Peters
  - Board Member Cody Hunter

- Two (2) members of the Greater Celina Chamber of Commerce.
  - Board Member Jim Scano
  - Board Member Katie Dunn

**Legal Review:**
The CEDC Attorney has reviewed and approved the attached Resolution.

**Supporting Documents:**
1. LBSP Ad Hoc Committee - City Council Final

2. Celina EDC - Resolution - LBSP Committee

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

**Staff Recommendation:**
Staff recommends City Council appoint two (2) City Councilmembers to serve on the committee and approve the attached Resolution.

# Local Business Support Program

# 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.

# Local Business Support Program

- A committee is recommended to ensure that the development of the Local Business Support Program reflects the diverse perspectives and needs of Celina's business community.
- The committee will provide collaborative oversight, informed input, and strategic guidance essential to building a program that is both practical and impactful.
- The committee will review suggested programs and provide input to EDC Staff concerning the various development programs
- EDC Staff anticipates the Committee to begin meeting in June and formalize the program through September

# Collaboration

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

# Local Business Support Program

## Committee Recommendations

Two (2) members of the City Council;

- Councilmember (TBD)
- Councilmember (TBD)

Two (2) members of the Downtown Commission;

- Commissioner Audrea Weimer
- Commissioner Rachel Baty

Two (2) members of the Celina Economic Development Corporation;

- Board Secretary Cindy Peters
- Board Member Cody Hunter

Two (2) members of the Greater Celina Chamber of Commerce.

- Board Member Jim Scano
- Board Member Katie Dunn

# Local Business Support Program

## Tentative Meeting Schedule

**Meeting 1: Program Foundations + Vision Alignment**

- Tuesday, June 11, 2025 | 4:00 – 5:30 PM

**Meeting 2: Core Pillars + Early Initiatives**

- Tuesday, July 9, 2025 | 4:00 – 5:30 PM

**Meeting 3: Programs Mechanics + Stakeholder Integration**

- Tuesday, August 13, 2025 | 4:00 – 5:30 PM

**Meeting 4: Final Review + Go-Live Planning**

- Tuesday, September 10, 2025 | 4:00 – 5:30 PM

# Local Business Support Program

**EDC is requesting the following:**

- **City Council appoint two members to the Ad Hoc Committee; and**
- **City Council adopt the resolution forming the Ad Hoc Committee.**

**QUESTIONS?**

**RESOLUTION NO. _____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CELINA, TEXAS, ADOPTING THE LOCAL BUSINESS SUPPORT PROGRAM AND ESTABLISHING AN AD HOC COMMITTEE TO SUPPORT ITS DEVELOPMENT AND IMPLEMENTATION; PROVIDING FOR AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.**

**WHEREAS,** the City of Celina recognizes the vital role that local businesses play in sustaining a vibrant economy and contributing to the character and prosperity of the community; and

**WHEREAS,** the City seeks to establish a comprehensive Local Business Support Program ("LBSP") to serve as a centralized toolbox of resources, educational opportunities, mentorship, and consulting services for Celina's small business owners; and

**WHEREAS,** the LBSP is envisioned to be developed in strategic phases, beginning with a collaborative planning process involving key community stakeholders; and

**WHEREAS,** the City values the contributions and perspectives of the Downtown Commission, the Celina Economic Development Corporation (EDC), and the Greater Celina Chamber of Commerce in aligning efforts to support local businesses; and

**WHEREAS,** the City Council finds that the formation of an ad hoc committee composed of representatives from the City Council, Downtown Commission, Celina EDC, and Greater Celina Chamber of Commerce will facilitate informed guidance, promote coordination, and ensure the successful planning and implementation of the LBSP.

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

**SECTION 1.** That the City Council hereby adopts the Local Business Support Program as an official initiative of the City of Celina and Celina EDC, recognizing it as a foundational tool for supporting the growth, sustainability, and success of Celina's local businesses.

**SECTION 2.** That the LBSP shall be developed in phases, beginning with a collaborative planning process that will inform subsequent implementation and expansion.

**SECTION 3.** That an ad hoc Local Business Support Committee ("Committee") is hereby established to guide the development and initial phases of the LBSP.

**SECTION 4.** That the Committee shall be composed of representatives appointed from the following entities:

- Two (2) members of the City Council;
    - Councilmember _____

    - Councilmember _____

- Two (2) members of the Downtown Commission;
    - Commissioner Audrea Weimer
    - Commissioner Rachel Baty
- Two (2) members of the Celina Economic Development Corporation;
    - Board Secretary Cindy Peters
    - Board Member Cody Hunter
- Two (2) members of the Greater Celina Chamber of Commerce.
    - Board Member Jim Scano
    - Board Member Katie Dunn

**SECTION 5.** That the Committee shall advise on program content, stakeholder engagement, and strategic direction to ensure alignment with the needs of the business community and the City's broader economic development goals.

**SECTION 6.** That this Resolution shall take effect immediately upon its passage.

**DULY PASSED AND APPROVED by the City Council of the City of Celina, Texas, on this ___ day of _____, 2025.**

**APPROVED:**

_____

Ryan Tubbs, Mayor

City of Celina, Texas

**ATTEST:**

_____

Jeovanna Rubio

Assistant City Secretary

Life Connected.

**Library**
City of Celina, Texas

**Memorandum**

| | |
|---|---|
| To: | **Honorable Mayor Tubbs and the Celina City Council** |
| From: | Andrea Ortiz, Library Director |
| CC: | Steve Walsh, Director of Parks and Recreation, Karla Stovall, Assistant City Manager |
| Intiated by: | Andrea Ortiz |
| Date: | May 13, 2025 |
| Re: | Library Books for the Downtown Center |

**Action Requested:**
Consider and act to authorize the purchase of a collection of new books for the Downtown Center from Brodart Co., through a cooperative contract with the State of Texas in an amount not to exceed $897,966.00. (Ortiz)

**Background Information:**
The Celina Public Library is seeking to purchase a turnkey opening-day collection from Brodart for the new library building, which will increase our physical collection from approximately 20,000 items to over 60,000 items. This collection will be used to meet accreditation standards for the Texas State Library and Archives Commission's annual report. The practicality of purchasing a turnkey collection minimizes the number of library staff needed to select, catalog, process, and deploy a collection of that size. The delivery time is around October 2026. Due to the time required to select, catalog, and process this number of physical items, it will take approximately 14–16 months from the date the purchase contract is signed until we take delivery of the items.

The units will be purchased through the following cooperative contract:

- State of Texas Contract #715-M2**.**

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

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

**Legal Review:**
N/A

**Supporting Documents:**
1. FY 2025 - ODC Purchase Presentation for Council
2. Celina Public Library ODC Proposal
3. State of Texas Contract - Brodart 715-M2
4. State of Texas Contract Discount - Brodart 715-M2

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

**Staff Recommendation:**
Staff recommends authorizing the purchase as presented.

# Celina Public Library Opening Day Collection Purchase

Library Department
May 13, 2025

# TURNKEY OPENING DAY COLLECTION

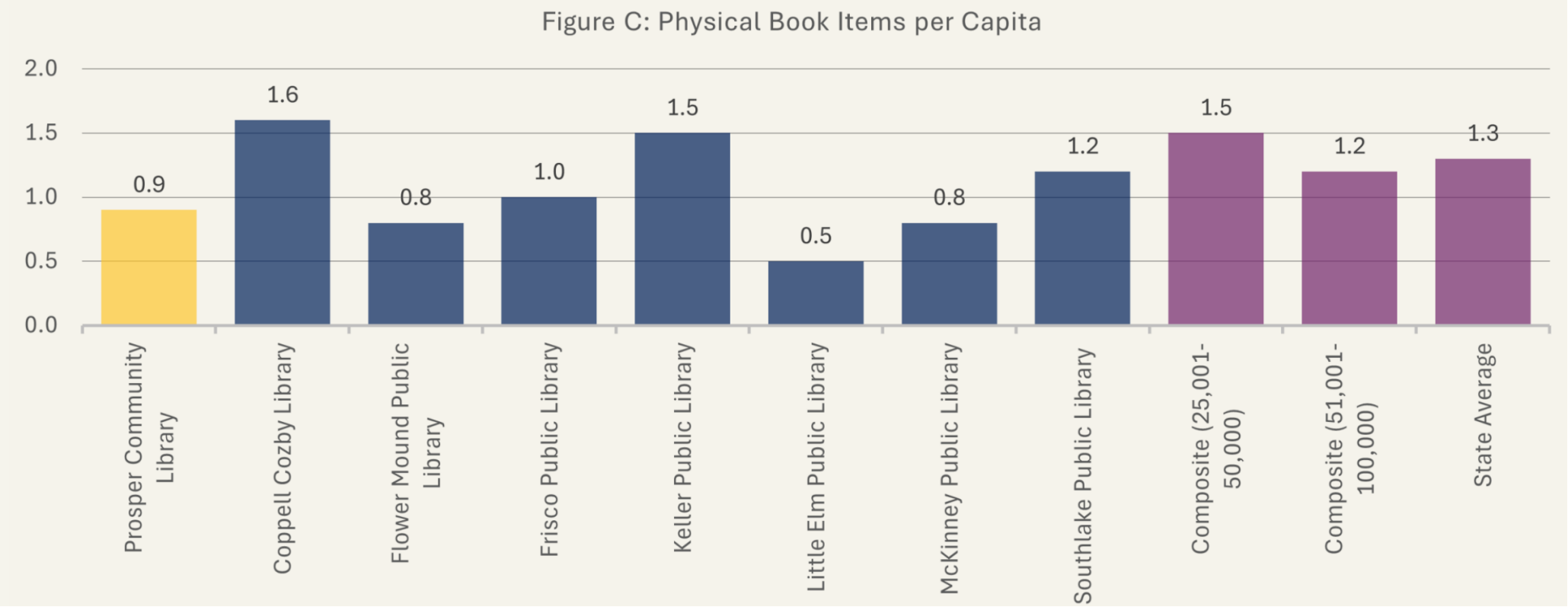
- The Celina Public Library is requesting the purchase of a turnkey opening day collection to be housed in the new library building in the Downtown Center.
- Our current collection has around 20,000 items, and we are proposing adding 42,500 physical items to the collection that will cost $897,966.
- This will take us closer to industry standard and comply with the Texas State Library and Archives Commission’s accreditation minimum standards.
- Staff are proposing to utilize Brodart Books and Library Services for the purchase of the new opening day collection.

# BRODART BOOKS AND LIBRARY SERVICES

- Brodart Books and Library Services is an industry leader in collection curation and processing.
- They are currently a vendor for 32 North Texas Library Systems and have curated opening day collections for Frisco, Garland, and Houston libraries.
- They are a competitive company while offering high-level services and are a cooperative vendor through their Texas State Contract #715-M2.
- Brodart Books and Library Services has a strong service commitment and assign a project manager responsible for every step of the service and have a low margin of error for new catalog record migration while offering excellent customer support.

# PEER LIBRARIES

## Physical Items Per Capita




Source: Texas State Library Annual Report 2023

# STATISTICS FOR PHYSICAL COLLECTION

| Fiscal Year | Population | Proposed Collection Size | Physical Items Per Capita |
|---|---|---|---|
| 2026 | 67,232 | 61,088 | .91 |
| 2027 | 79,774 | 71,494 | .90 |
| 2028 | 94,433 | 83,594 | .89 |
| 2029 | 106,346 | 93,619 | .88 |
| 2030 | 117,663 | 103,436 | .88 |

- **Large Initial investment**
- **Proportional item per capita maintenance purchasing pattern in subsequent years**

# PHYSICAL COLLECTION OPENING DAY AND GROWTH

| Year | # of Books to Purchase | Total Collection Size |
|---|---|---|
| 2025 | 42,588 | 61,088 |
| 2026 | 10,406 | 71,494 |
| 2027 | 12,100 | 83,594 |
| 2028 | 10,025 | 93,619 |
| 2029 | 9,817 | 103,436 |

- **Growth per year based on maintaining above .85 per capita**
- **Digital Collections would be a separate expense**
- **Approximately $225,000 per year needed to sustain growth.**

# COLLECTION BREAKDOWN

| | McKinney | Celina |
|---|---|---|
| Youth | 55% | 56.7% |
| Adult | 40% | 38.3% |
| Teen | 5% | 5% |

- Offer more robust collections for patrons
- Opportunity to grow in new space
- Increase circulation for Adult and Teen collections

| Collection | Proposed % of Collection | Proposed # of books |
|---|---|---|
| Picture Book | 13.0% | 7,941 |
| Board Book | 2.5% | 1,527 |
| Early Readers | 13.0% | 7,941 |
| Juvenile Fiction | 13.0% | 7,941 |
| Juvenile Nonfiction | 6.0% | 3,665 |
| Juvenile Biography | 1.5% | 916 |
| Juvenile Graphic Novel | 5.0% | 3,054 |
| Juvenile World Languages | 0.6% | 367 |
| Juvenile DVD/BluRay | 1.9% | 1,161 |
| Juvenile Audiobooks | 0.2% | 122 |
| Teen Fiction | 3.0% | 1,833 |
| Teen Nonfiction | 1.0% | 611 |
| Teen Biography | 0.2% | 122 |
| Teen Graphic Novel | 0.4% | 244 |
| Teen World Languages | 0.2% | 122 |
| Teen Audiobooks | 0.2% | 122 |
| Adult Fiction | 18.0% | 10,996 |
| Adult Nonfiction | 10.0% | 6,109 |
| Biography | 2.5% | 1,527 |
| Graphic Novel | 0.5% | 275 |
| World Languages | 1.5% | 916 |
| DVD/BluRay | 2.2% | 1,344 |
| Large Print | 3.0% | 1,833 |
| Audiobooks | 0.5% | 305 |
| Periodicals | 0.0% | 12 |
| | | |
| Totals | | 60,996 |

# BENEFITS OF PURCHASE

- Collection selected based on current reading interests
- Professional item selection with final approval by staff
- Save thousands of staff hours
- Accurate and complete new item records and correction of current records
- All processing will be done uniformly
- Collection is shelf ready once checked in
- Volunteer opportunities for the community to assist in housing the new collection.
- This service teams seamlessly with a proposed update in our integrated library system from SirsiDynix Corporation that will be proposed at the June City Council meeting.

# ANY QUESTIONS?

**Brodart Books & Library Services**
500 Arch Street, Williamsport, PA 17701
P: 570•326•2461 F: 570•651•1639
www.brodartbooks.com



May 1, 2025

Andrea Ortiz, Director
Celina Public Library
142 N. Ohio Street
Celina, TX 75009

Dear Ms. Ortiz,

Brodart is pleased to provide this document in response to Celina Public Library request for Opening Day Collection Services.

Our approach is designed to make your opening day a success by focusing on two key areas:

- Incorporating your local practices down to the smallest detail, so that hand-off of the project is 100% seamless for you

- Completely and accurately profiling your community demographics to develop a collection that is uniquely suited to the needs of your patrons

Brodart's cataloging services are the most robust book-in-hand cataloging and customization service available in the industry. The result is circulation-ready MARC records and physical processing created to your exact specifications.

Brodart can execute the library's requirements with speed, flexibility and accuracy. Our response outlines our ability to create a partnership with the Celina Public Library to meet your needs for your opening day collection. We are confident that, if awarded this contract, we can help you achieve your library's goals.

For questions about our products and services, please feel free to contact Loree Tillman, Library Services Consultant. To contact Loree, call toll-free, 800.233.8467, ext. 6374 or e-mail at Loree.Tillman@brodart.com. Questions related to our proposal response or notification of award should be directed to me at 800.233.8467, ext. 6166 or bookbids@brodart.com.

Brodart's partnerships with libraries are built on experience, trust, and communication. We appreciate this opportunity to submit our proposal for your consideration.

Sincerely,

Lisa Miosi

Lisa Miosi
Vice President, Customer Care

## EXECUTIVE SUMMARY/EXPERIENCE

Brodart is the premier supplier of shelf-ready print material in the public library market. With 85 years of experience in delivering quality, service and new concepts to the library market, Brodart is a strategic partner and primary materials vendor to many public libraries. Based on the strength of our experience, skilled and knowledgeable staff, proven methodology and commitment to true book-in-hand cataloging, Brodart is able to meet the Celina Public Library requirements for Library Materials and Services.

From title selection to shipping and delivery, we'll take care of the details. Brodart's team becomes "your team" from start to finish helping ensure a successful outcome. We partner with you from the start to evaluate your requirements and help define your specifications. Brodart recognizes that each library is unique and that services should be tailored to meet your every need.

Brodart has provided hundreds of libraries with customized opening day collection services over the last 35 years. Based on the strength of our experience, skilled and knowledgeable staff, proven methodology, and commitment to true book-in-hand cataloging, Brodart is the ideal partner for your project. Our references and experience clearly demonstrate our ability to meet the Celina Public Library' requirements for the delivery of library materials for your opening day collection.

We guarantee on-time delivery of your opening day collection by establishing work flow processes and monitoring task deadlines. How confident are we? Brodart has never missed an opening day collection delivery date.

### Inventory & Operations

Brodart provides a comprehensive range of books necessary to meet public library needs. For the past 85 years, Brodart has been 100% focused on satisfying public library requirements. It is because of this effort that all of our inventory and production processes are designed to meet the unique needs of public libraries. Our distribution facility manages annual public library demand for over five million items from more than 50,000 publishers. Our inventory includes public library relevant English and Spanish new releases and retrospective titles for adult and children, research and technical materials, large print and small press titles.

Brodart strives to maintain high levels of print material across all collections and with a depth of titles and quantities to meet public library needs including opening day collections. Our purchasing profiles are specially formulated to meet the needs of the public library market. Brodart orders from our publishing partners on a daily basis for any title not in stock – we do not require minimum purchases. All of our resources are centralized in one location, so we can efficiently and effectively process, fill and ship orders. Our algorithm for success allows us to deliver fill rates of greater than 98% for available titles.

### Order Management

Brodart's products and services are designed exclusively for libraries. Our experience and history combined with new technology and evolving library practices allows us to continually enhance library products and services. Our state-of-the-art Oracle system allows solutions for order management, collection development, information access, account creation, cataloging, processing and report generation. Our order management process provides a complete package of services that can be customized to meet the requirements of any library.

## Collection Development Services

Whether you are building a new collection, rounding out an existing one, or trying to stay abreast of forthcoming titles, you know that managing a library collection is a challenging and time-consuming task. Brodart's Collection Development Services can help. Our collection development team has the knowledge, experience and customized tools to help you build and maintain a quality collection for your library.

We understand the importance of receiving popular material as quickly as possible to fill patron demands; therefore, Brodart offers a number of selection tools and services to assist the library to meet these needs. Since 1987, Brodart has provided many public libraries with specialized Collection Development Services for both ongoing and opening day collection needs. Many of our Collection Development Services such as TIPS® (profiled selection lists), FASTips® (standing orders), Collection Builder® (customized selection lists) and vendor selection services are industry leaders.

## Spanish Language Material

To meet the diverse needs of today's multicultural society we offer expertly selected collections of Spanish language materials. We currently offer approximately 80,000 Spanish language titles distributed by over 2,300 imprints. These include titles published originally in Spanish as well as translations of English titles. Spanish titles are available fully cataloged and processed.

## McNaughton Lease Plans

McNaughton has been predicting and leasing bestsellers to libraries round the world for nearly 80 years. As the first vendor to lease books to libraries we set the standards for leasing programs. Living up to those standards is something we take seriously. Staying up-to-date with the hottest releases and popular authors can be a complicated and time-consuming task. That's where McNaughton can help. Drawing from a successful history, our diverse selection committee understands circulation demand and is widely recognized for our ability to predict bestsellers.

We recognize that each library's needs are different. Understanding how patrons use your library and how you serve your patrons will help us create a subscription solution tailored to meet these needs. This attention and dedication to personalized service is a large part of developing the many long-term customer relations that have formed between Brodart and the libraries we service.

## Purchase Plus Subscription Program

Brodart's Purchase Plus Subscription Program is a convenient, easy way to build your collection. Plans include Adult, Young Adult and Children's for both hardcover and paperback. Purchase Plus provides a collection of popular and bestselling material with new titles offered monthly in our annotated lists. Purchase Plus can help you establish a popular reading program, enhance an existing collection, or reduce your reserve list with multiple copies of high demand titles.

## Bibz

Bibz, our online collection development and ordering tool, was designed by librarians for librarians! It offers flexibility in searching, selection, list building and ordering. Rich title description for over five million English-language and Spanish-language titles is available for searching and title display. Specialty or custom collection development lists are readily available for quick selection. Access to this powerful list-building and ordering tool is provided at no charge for an unlimited amount of users in your organization, inclusive of brief MARC on-order records with customization, access to full text reviews and full grid ordering capability.

## Cataloging and Processing

Once titles are ordered, we catalog and process your materials with book-in-hand to reflect your detailed specifications. Brodart has developed our cataloging & processing services on a single platform which enables libraries to choose the solution that best meets its expectations in terms of functionality and price.

You may choose any combination of Brodart's high-quality cataloging and processing options from this ***service continuum*** to ensure you receive shelf-ready books designed to meet your library's needs.

- Brodart, the first cataloging service provider, introduced Starter cataloging and processing services for libraries in 1958. Starter provides simple customization options for tailoring MARC data to meet your library's requirements.
- Later launching the world's first ever fully customized, shelf-ready cataloging service in 1985, Compleat Book-Serv®, became the gold standard by which other cataloging & processing services were measured.
- Proving Brodart's on-going commitment to being the best supplier of shelf-ready print material in the industry, in 2011 we launched Flex. Flex is yet another first for the industry as it offers a modern approach to cataloging that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. To this day this service remains unmatched in the industry.

- In 2015 Brodart re-imagined its Compleat cataloging service to provide a best-in-class service that maximizes the value of customer acquisitions, MARC and Collection Development data. Compleat utilizes this data to drive intelligent book-in-hand cataloging and customization which ensures customers will receive high quality and accurate shelf-ready material very quickly.

## Customer Care

What sets Brodart apart from other vendors is our deep partnership with our customers. We deliver unrivaled customer care throughout the setup, delivery and every-day process changes that occur in the library over time. We offer a dedicated team of associates who provide top-quality customer support. They are experts in their fields and in serving large and small public libraries across the country. Our cataloging and collection development teams are led by MLS-degreed librarians.

Brodart's long and successful history has built countless partnerships with libraries and enabled us to provide the most experienced workforce in the industry. We deliver personalized service and are committed to finding the most comprehensive and efficient solutions available.

A full description of our Opening Day Collection services and work approach can be found on the following pages.

## OPENING DAY COLLECTION SERVICES

### Overview

Upon award of the opening day collection projects, Brodart will assign a dedicated project management team to work with Celina Public Library. This team will consist of a project manager, account manager, collection development librarian, and cataloging services librarian. This team will guide you throughout the entire process, ensuring consistency and continuity while accomplishing your objectives.

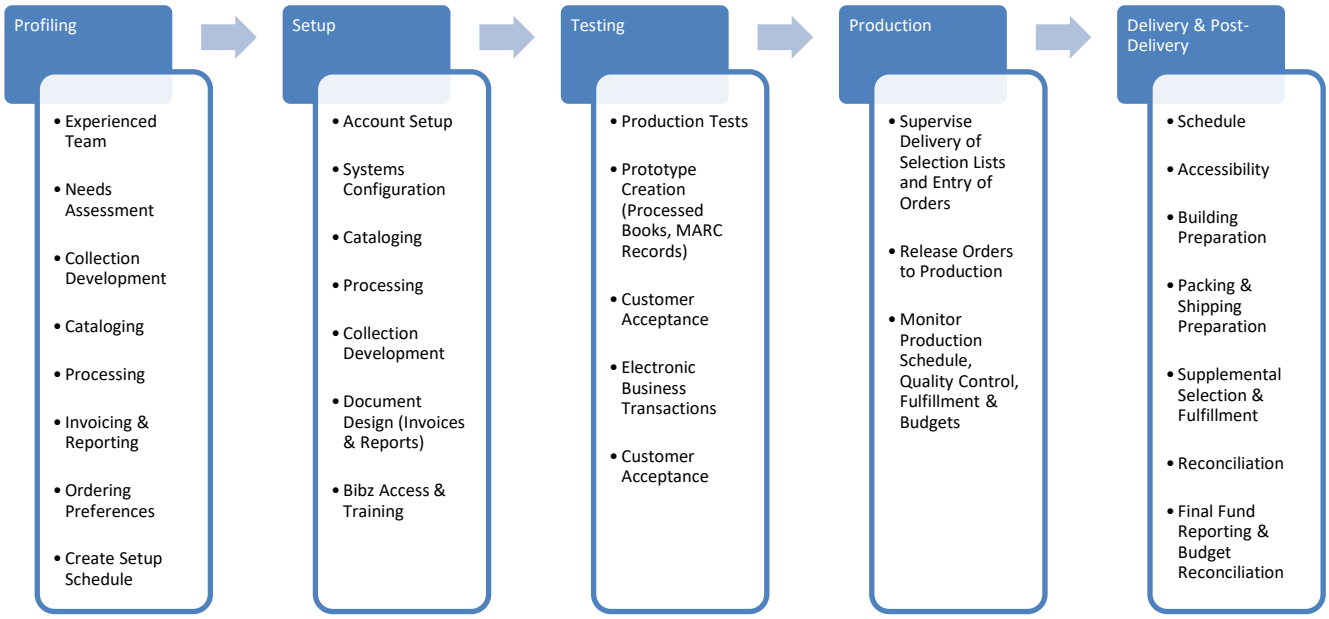
Benefits to Your Library:

- Ensure project success through detailed planning and execution
- Lessen pressure on your staff
- Receive shelf-ready material with guaranteed on-time delivery
- Benefit from an expertly tailored, highly-circulating collection

### Project Implementation Plan

To ensure customers receive exemplary service, our team follows a proven methodology for implementation of our opening day collection projects. This process enables us to remain laser-focused on fine details, while being organized, thorough, and methodical throughout.

This diagram encapsulates our organizational approach to ensure a successful project.




**Phase 1 — Profiling**

Because each library is unique, learning as much as possible at the outset is essential to delivering services that meet your expectations. During the Profiling Phase, our team will meet with you to develop detailed specifications related to the project schedule, collection development, ordering preferences, and precise specifications for cataloging and physical processing. We will also document your preferences for invoicing, reporting, and fund control. It's during this part of the project when we completely analyze your community demographics and establish collection categories and ratios to mirror the needs of your community patron base.

Once the timeline and scope of services have been finalized, your project manager will establish a master project schedule to guide us from creating selection lists through final delivery of materials. The library will be asked to approve the project documents, acknowledging the assigned tasks and deadlines to ensure on-time delivery of your opening day collection.

Key Outcomes: Document all necessary project parameters and requirements; profile collection needs; develop comprehensive schedule; prepare for smooth project launch.

**Phase 2 — Setup**

During the Setup Phase, we program our systems in accordance with your library's specifications and establish all production workflow routines. We also train key library personnel on Bibz, Brodart's collection development and online ordering tool.

Key Outcomes: Set up account; design invoices and reports; provide Bibz training.

**Phase 3 — Testing**

Before committing any of your materials to production, we must complete the Testing Phase, where we check all configurations and create physical samples with corresponding cataloging records.

Key Outcomes: Validate customer preferences with sample processed books and MARC records; refine as necessary; obtain customer signoff.

**Phase 4 — Production**

Upon approval of all samples, your materials will begin their journey through the Production Phase. They enter Brodart's manufacturing system and make regular stops in various cataloging and processing quality control areas. During this phase of the project, your account manager will monitor the progress to make sure your materials are cataloged and processed according to your specifications and that all parties are meeting appropriate deadlines.

Key Outcomes: Receive and process orders; adhere to strict quality control; monitor budgets.

**Phase 5 — Delivery & Post-Delivery**

With the Delivery & Post-Delivery Phase, your account manager will coordinate the delivery of materials and continue to work with you to guarantee your expectations have been met and all necessary materials were delivered as promised. We will provide insured storage of all materials prior to delivery, until your new facility is ready.

Key Outcomes: Supervise delivery on site; sort materials and deliver in sequence; reconcile orders; deliver final reports.

## Collection Development

Brodart has extensive experience in providing customized collection development services aimed at fulfilling the core collection needs of new libraries. Brodart's collection development system can provide a wide variety of titles in all subject ranges for all age levels.

Brodart deals with more than fifty thousand publishers representing over five million current and backlist titles. We currently offer approximately 80,000 Spanish language titles distributed by over 2,300 publishers. Publishers range from the largest corporate bodies to university presses, specialty publishers, small and literary presses. We also provide an extensive range of large type publications.

For adult print materials we cover not only popular, best-selling titles and well-reviewed titles, but also practical nonfiction. For children and teens we provide recreational reading as well as materials for school support. Graphic novels are increasingly important, and we have a subject specialist on staff who reviews them book in hand and pronounces some of them “KidSafe”.

We can also provide an expert selection of Spanish language materials that are available through normal trade distribution channels. These include titles published originally in Spanish as well as translations of English titles. All titles are evaluated to be sure they are appropriate for U.S. libraries.

### Selection List Planning

A Collection Development Librarian will be assigned to help you complete Brodart's Collection Development Profile form. This profiling will include a community description with demographics, goals and roles of the new library collection, definitions and descriptions of each collection category, and options for selection list delivery and ordering methods. This information will be used in conjunction with discussion sessions so that Brodart staff can fully understand the needs and goals of the library.
As part of the planning process, a list of the categories to be covered will be developed and dates for delivery of each category will be set. Dates for order submission will also be set. Both schedules are jointly developed with the goal of covering all areas of the collection and doing so in a manner that provides adequate time for selection, acquisition, cataloging and processing of materials.

The most common set of lists for an opening day project is:

- Picture books
- Easy readers
- Children’s fiction
- Children’s nonfiction and biography
- Teen fiction
- Teen adult nonfiction and biography
- Adult fiction
- Adult nonfiction and biography
- Children’s and Teen Spoken Word audio

Other special lists can be planned and designed as requested by the library. Other lists commonly used are:

- Board books
- Browsing paperbacks for children, teens and adults
- Classics
- Large print

- Computer books (separate from adult nonfiction)
- Travel guides (separate from adult nonfiction)

**List Design and Sources**

Brodart staff will describe all the options available for list design and creation. The library's staff can then decide to what degree they want to participate in the process. The library may retain total control of the specifications for each list, delegate this to Brodart, or decide to take a partnership approach. These specifications include such things as age ranges, publication dates, and bindings as well as the sources to be used to create each list.

Selection lists are produced from Brodart's extensive title database (over five million records), which is updated on a daily basis with new titles, price, and status changes. This database is indexed by hundreds of awards lists, bibliographies, review journals, lists created by Brodart staff, and lists belonging to other public library customers. These sources can be used in combination to identify available, recommended titles for consideration. There is no limit to the number of sources that can be used for one list.

The bibliographies include all the Wilson catalogs, many of the "best books" bibliographies, subject bibliographies, and other special purpose published lists. The library's staff may request that specific bibliographies be added for their use.

Awards and notable book lists are also tracked. Examples of awards available for use include, but are not limited to:

**Children's:**

- Alex Awards
- Boston Globe/Horn Book Awards
- Caldecott Awards
- Children's Notable Books
- Coretta Scott King Awards
- Margaret A. Edwards Awards
- Michael L. Printz Awards
- Mildred L. Batchelder Awards
- Newbery Awards
- Orbis Pictus Awards
- Pura Belpre Awards
- Quick Picks for Young Adults
- Robert F. Sibert Awards
- VOYA's Nonfiction Honor List
- VOYA's Top Shelf Fiction

**Adult:**

- Agatha Awards
- American Book Awards
- Book Sense Book of the Year
- Booker Prize
- BCALA Literary Awards
- Eisner Awards

- Library Journal Starred Reviews
- National Book Awards
- National Book Critics Circle Awards
- New York Times Notable Books
- Nobel Prize for Literature
- Pulitzer Prize

Review journals are particularly useful in identifying the most current titles for selection lists. The review journals currently indexed include:

- ***Booklist*** (indexed since 1986; full text since 1995; includes online reviews)
- ***BookPage*** (indexed, with full text 1999 forward)
- ***Bulletin for the Center of Children's Books*** (indexed and full text since 2002)
- ***Horn Book*** (indexed since 1986; full text since 1998)
- ***Kirkus***(indexed 1986- 2009; full text 1995-2009, includes online reviews)
- ***Library Journal*** (indexed since 1986; full text since 1993, includes online reviews)
- ***New York Times Book Review*** (indexed since 1992; no full text)
- ***Publishers Weekly*** (indexed since 1986; full text since 1993; includes online reviews)
- ***School Library Journal*** (indexed since 1986; full text since 1993)
- ***VOYA*** (indexed, with full text since 1998).

**Brodart sources** have been developed by Brodart's professional staff over the years. They cover some of Brodart's special programs (e.g. McNaughton adult bestsellers, Brodart's Picks for Public Libraries, KidSafe Graphic Novels) or areas for which we have not found a suitable bibliography (e.g. classics list, biographies of presidents).

**Other public library sources** include full system holdings files, holdings for specific locations, or holdings in particular collections (e.g. easy nonfiction). These also include orders made for opening day projects and replacement lists jointly developed by client libraries and Brodart. Many of these would be available for use by the library.

Other parameters are also available to contribute to the title identification process. These include demand (sales history to other libraries), publication date, publisher, series, author, illustrator, binding or other physical format, classification, subject categories, and age ranges. To assist libraries in identifying authors and series with current appeal and high sales demand, Brodart has developed Author and Series lists for the juvenile, young adult, and adult age ranges. These lists may be used by the library's staff to help identify current authors and series which are in demand by the library's patrons and can be used by Brodart as one criterion to create lists.

**Identifying the Most Current Titles**

Brodart updates the collection development system with new sources and review journal issues on a daily basis. New editions of bibliographies are added upon their publication. Awards lists are indexed immediately. Review journal issues (both indexing and full text) are available within 48 hours of release of the hard copy issue.

Availability information is also up-to-the-minute. Brodart receives out-of-print and out-of-stock-indefinitely reports from publishers on a daily basis. The title file is immediately changed to reflect that new status.

**The Library's Holdings Files**

Brodart often receives a copy of a library's existing holdings before any selection lists are run. This database could be used to create a number of selection lists source files. For example, one file could represent the entire system holdings and another could represent the existing collection of a particular branch. Brodart can use these files to eliminate titles from lists or to show holdings on selection lists. Orders can also be placed into a file. Brodart's automated system can eliminate duplicate titles and block titles from showing on more than one list.

If there is an existing collection, the profiling discussions will include how this effect the purchasing of new materials.

**List Design and Content**

Titles on selection lists are first grouped by age level (children's, teen, and adult), and then by broad subject (easy, fiction, nonfiction). The broad subjects can be further broken down into fiction genres or Dewey ranges as needed. Formats such as large print books or board books are best handled by separate lists. Mass-market paperbacks can be intermixed with other books or pulled out onto a separate list.

**Out-of-Print and Must-Order-Direct Titles**

Standard practice is to exclude out-of-print titles on selection lists but to include must-order-direct titles.

Must-order-directs can be interfiled with titles available from Brodart or sorted separately at the end of each list. Either way the status field shows the code MOD for must-order-direct. Orders for these titles must be placed by the library with the publisher/supplier and shipped to the library for cataloging and processing.

Since Brodart provides so many opening day collections, our availability information on retrospective titles is excellent, thereby leading to high fill rates.

**Format options for selection lists**

Selection lists will be delivered electronically via Bibz, Brodart's web based collection development and ordering system.

**Initial Selection Lists**

Initial selections made by the vendor and/or selection lists for the library staff can be supplied within 30 days of completion of the Opening Day Collection profile and receipt of holdings file.

**Enhanced Selection Services**

Most libraries opt to have local staff members select from the lists produced by Brodart. However, another option for your opening day collection is vendor selection. Care is taken to ensure that the Brodart selectors understand as much as possible about the community to be served, the roles and goals of the library, and other detailed information about the library's selection policies and guidelines. Selection lists would be created based upon the parameters set by staff, not from some "canned" generic lists used by everyone. Brodart's professional selectors, all of whom have public library experience, would consider themselves to be temporary library staff and select titles just as you would, title by title.

Careful consideration would be given to the existing collection and the system-wide collection when new titles are considered, as well. There is an additional charge for this professional vendor selection; please contact your sales representative for additional information.

A schedule would be set to allow adequate selection time and supplemental orders. The library staff has the option to review selections and make adjustments before orders are placed, or to simply allow orders to be placed based upon the parameters and careful planning used to create the lists.

### BIBZ ® - Online Collection Development and Ordering Tool

Bibz is Brodart's online collection development and ordering tool. Access to Bibz with unlimited users is offered free of charge to the users for the term of this contract. Web-based or on-site training for Bibz is provided at no charge.

All of the selection lists created by Brodart for your project will be posted to Bibz for selection and ordering. Bibz displays item status such as "in stock quantity", "on order quantity", "publisher in stock quantity", "available from publisher" or "must order direct". Bibz can also display discounted price and keep a running total for each list. Full-text reviews are available for all of the major library review journals free of charge.

The Bibz database is updated with new titles, title status, price information, and new data (such as cover images and full text reviews) on a daily basis. Inventory status shows unallocated inventory. Publisher inventory is also displayed for participating publishers.

Selectors can request that new titles be added to Bibz by emailing us at titlerequest@brodart.com. We'll let you know when the title has been added to the database and you can place your order.

Please note orders placed for items not in Brodart's inventory are ordered immediately from the appropriate publisher. Our order fulfillment system places orders with all publishers on a daily basis via FTP or email. In order to provide the fastest possible service to our libraries, we do not require minimum order quantities and we do not accumulate customer orders to meet a minimum order quantity. This policy allows us to fill orders quickly and efficiently. Prepublication orders are encouraged since this allows the materials to be sent to the library as soon as they are available from the publishers.

In addition to the selection lists posted by Brodart, you can also create your own selection lists on Bibz. You can search and access other relevant titles, build your own lists, select additional items for your collections, and place orders online or through most ILS acquisitions modules. Our enhanced features allow you to customize your display and manage user access and grid ordering. You can conduct simple or advanced searches quickly and easily within Brodart's title database of over five million records.

## Bibz – Primary Features

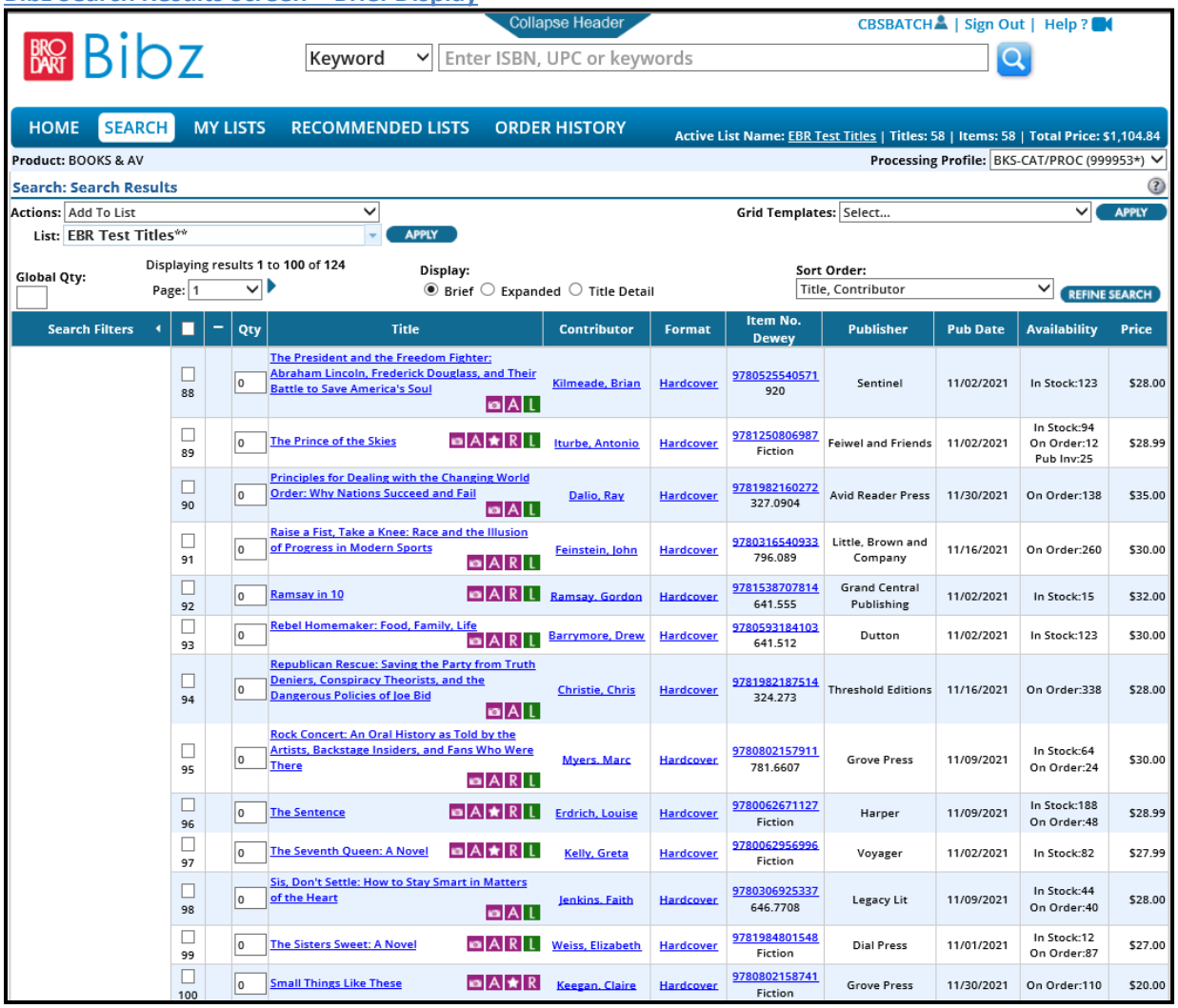
Bibz is built on data that is specially groomed for libraries. It offers flexibility in searching, selection, list building and ordering. The interface and selection/ordering tools integrate easily into your existing workflow.

1. **Item Search/Display:**
    - By keyword or exact search for title or series
    - Within a large number of databases and resource lists
    - Access one or many of the following fields as needed –
        - Age or grade range
        - Reading program and level
        - Publication date
        - Review journals, including number of reviews and issue date
        - Title
        - Contributor
        - ISBN/EAN
        - Series
        - Subject
        - Publisher
        - Availability (print and stock status)
        - View Brodart and Publisher Inventory
        - Broad classification
        - Dewey or Library of Congress classification
        - Format (Bind)
        - Descriptors (board book, large type, picture book)
        - Language
        - Print Run
        - Demand level
        - Price

    - User interface images follow:

## Bibz Search Screen

## Bibz Search Results Screen – Brief Display



## Bibz Expanded Title Display

Bibz provides a wealth of bibliographic information and review citations from all of the major public library review journals.

73 **The Midnight Lock** A R L
Author: **Deaver, Jeffery**

0 Processing Profile: BKS-CAT/PROC (980953*)

Series: Lincoln Rhyme novel, #15

Class: Fiction | LC: PS3554.E | ISBN-13: 9780525536000 | Pub Date: 11/30/2021
Age: Adult | LCCN: 2021036488 | Availability: Not Yet Published
Language: English | Imprint: G.P. Putnam's Sons | On-Order: 1644
Demand: Hot (1388) | Print Run: 100000 | Publisher: Putnam Juvenile | List: $28.00
Entry Date: 03/01/2021 | Net: $28.00
Ext. Price: $28.00

Hardcover

Notes: Bib No:

Physical Description: 448 pages ; 23 cm H 9.27", W 6.3", D 1.37", 1.475 lbs.
LC Series: A Lincoln Rhyme novel ;
Brodart Sources: Brodart's Blockbuster List [BLS]
Brodart's Insight Catalog: Adult [INA]
Brodart's TOP Adult Titles [TO]
Bibliographies:
Awards:
Starred Reviews:
TIPS Subjects: Suspense/Thriller
Mystery/Detective Fiction
Psychological Fiction
BISAC Subjects: FICTION / Thrillers / Crime
FICTION / Crime
FICTION / Mystery & Detective / General
LC Subjects: Detective and mystery fiction
Novels
Thrillers (Fiction)
SEARS Subjects:
Reading Programs:

Annotations

Brodart's TOP Adult Titles | 07/01/2021
Publisher Annotation: Jeffery Deaver delivers the latest thriller featuring his beloved protagonists Lincoln Rhyme and Amelia Sachs as they search for a criminal whose fascination with breaking locks terrorizes New York City. Lincoln Rhyme novel series, 448pp., 100K

Journal Reviews

Booklist | 10/15/2021
Deaver fans sit up and take notice: Lincoln Rhyme is back. It's been three years since the last novel in the series (The Cutting Edge, 2018), which is a long time to wait, but the good news is the wait has been worth it. This is prime Rhyme: a fiendishly smart villain, bewildering crimes, plenty of plot twists, and Lincoln, the quadriplegic criminalist, is at his cranky, belligerent, brilliantly clever best. A man who calls himself the Locksmith is breaking into women's homes while the victims are there, moving things around, leaving creepy messages. Why? He seems to be simply showing off, demonstrating that no security system can keep him out, but what's his plan? And can Rhyme and his associates track the Locksmith down before he escalates? Although he's distracted by a previous case (he may have made an uncharacteristic error during the investigation), Rhyme never loses focus. Deaver is a master plotter, and Rhyme is, as always, a compelling hero, the kind of sleuth whose main appeal comes from watching his mind at work. David Pitt. AMERICAN LIBRARY ASSOCIATION, c2021.

Kirkus Reviews | 10/15/2021
Quadriplegic ex-cop criminalist Lincoln Rhyme's latest larger-than-life quarry is a man who invades the apartments of sleeping women and ignores their bodies, preferring to mess with their heads. Chagrined that Rhyme's expert testimony ends up persuading several jurors that gangster Viktor Buryak is actually innocent of the murder of laundromat chain owner Alekos Gregorios, Alonzo Rodriguez, head of the Detective Bureau, orders the NYPD to sever all ties with outside contractors, imperiling not only Rhyme's long and fruitful association with the department, but maybe even his marriage to Detective Amelia Sachs. The timing of this announcement is especially unfortunate because Rhyme has just begun to work on identifying the Locksmith, who's broken into the homes of fashion marketer and influencer Annabelle Talese and two earlier victims, rearranged their tchotchkes, helped himself to a snack, left behind an unsettling note on a page from the tabloid Daily Herald, and locked the door behind him on his exit. The Locksmith, whose point of view Deaver periodically enters, goes on to commit two more break-ins without violence, leaving Rhyme increasingly frustrated and readers wondering if anybody else will ever get killed. The news that Averell Whittaker, longtime publisher of the Herald, is liquidating the scandal sheet to fund a foundation on journalistic ethics may seem to add a more homely dimension to the Locksmith's spree. But what Whittaker's plans really add are new layers of criminal complications that take a hundred pages to wind down. Some readers will be aghast in admiration at the nonstop revelations, others impatient for every last T to be crossed so that they can turn the last page and get to sleep before dawn. In the end, everyone will agree that there's no other detective under the midnight moon like Lincoln Rhyme. 448pg. KIRKUS MEDIA LLC, c2021.

Library Journal Prepub Alert | 05/04/2021
The Locksmith: he's New York City's latest criminal mastermind, capable of defeating any bolted door or security system, as he demonstrates by breaking into an apartment and rearranging the owner's personal possessions while she sleeps. The NYPD knows that much worse is to come, and forensic detective Lincoln Rhyme and NYPD Det. Amelia Sachs are on the case. But when the police fire Rhyme as a consultant owing to a mistake made in an earlier case, he must operate in secret. Fans have waited three years for the next Rhyme/Sachs thriller. Barbara Hoffert. 448p. LJ Prepub Alert Online Review. LIBRARY JOURNAL, c2021.

Publishers Weekly | 09/20/2021
In MWA Grand Master Deaver's disappointing 15th Lincoln Rhyme novel (after 2018's The Cutting Edge), Rhyme, a former cop who does consulting as a forensic expert, must deal with the fallout from a devastating courtroom embarrassment. His conclusions about traces of sand are discredited on cross-examination, leading to the acquittal of a known criminal who was charged with the murder of "a psychotic wannabe gangbanger." As this occurs in the middle of a taut gubernatorial race, one of the candidates, the New York City mayor, responds by banning the use of civilian consultants such as Rhyme. That places the criminalist, and his wife, Amelia Sachs, who's an NYPD detective, in a tough spot as a creep known as the Locksmith begins breaking into women's apartments, leaving behind evidence he invaded their space. One of his targets finds a note with the word reckoning that's signed "the Locksmith" on top of some panties. While the mastermind Rhyme seeks has an unusual m.o., the derivative cat-and-mouse plot pulls its punches. Hopefully, Deaver will return to form next time. Agent: Deborah Schneider, Gelfman Schneider Literary. (Nov.). 400p. PUBLISHERS WEEKLY, c2021.

2. **Access:**
    - Annotations plus full-text reviews from ten journals
    - Custom lists provided through the TIPS, FASTips and Collection Builder services
    - Specialty lists built for public libraries
    - Link to your library's holdings
    - MARC on-order records
    - Order History to view item status
    - Invoices

3. **Build:**
    - Your own selection lists and orders
    - Selection lists to be shared with others in your library
    - Local notes for others in your library to see

4. **Manage:**
    - All selection lists, including shared and special
    - User access, determined by your administrators
    - Prevention of duplicates according to your preferences
    - Grids—create templates and revise at your convenience

5. **Order:**
    - With grids reflecting your branch/location codes, collection codes, item types, and funds
    - Directly via the Web
    - Import records into the library's ILS for EDI ordering
    - Access the order history for all of your accounts

## Additional Bibz Features & Functionality

1. **Sort sequence:** Titles in search results and lists default to Title/Author sequence and can be resorted according to your preference.

2. **Duplicate checking:** Bibz provides automatic duplicate checking against all your lists and orders. Icons indicate whether the title is in another list or on a submitted order. In addition, these icons link directly to Duplicate Detail screens. Duplicate check options are also available when adding a title to a list. The user can set the preference for the level of duplicate checking (e.g. do not alert on duplication, check for duplicates in the target list by ISBN, check for duplicates in all lists by ISBN, etc.). In addition to these features, it is also possible to check duplicates for an entire list.

3. **Library Holdings Interface:** When viewing your selection lists through Bibz an "H" icon will serve as an indication that the title is in the library's public catalog. There are two types of holdings interfaces available in Bibz:

    - **Smart Holdings Interface:** If your ILS is Z39.50 enabled, "Smart Holdings" will automatically search every title on your selection list and only display the icon for ISBNs that have been verified to be in your catalog. Clicking on the Icon will connect you to the title in your online catalog.

- **Classic Holdings Interface:** If your ILS is not Z39.50 enabled, clicking on the icon which appears next to every title in Bibz will execute an ISBN search in your catalog and display the title when found.

4. **Grid Templates:** Bibz allows predefined grid templates to be applied to a single title to as many as 100 titles with a single click. These grid templates may have an unlimited number of order lines. Typically there would be one order line per branch. The order lines can indicate location, collection, item type, and fund information. A single list (aka cart) can contain up to 5,000 items and 50,000 order lines. Bibz Grid Management will allow the library to create an unlimited number of grid templates at no charge.

5. **Expenditure Reports:** Generate expenditure reports by fund and location**.**

6. **Administrative functions:** Users can be designated as administrative or non-administrative. Administrative users are empowered to:

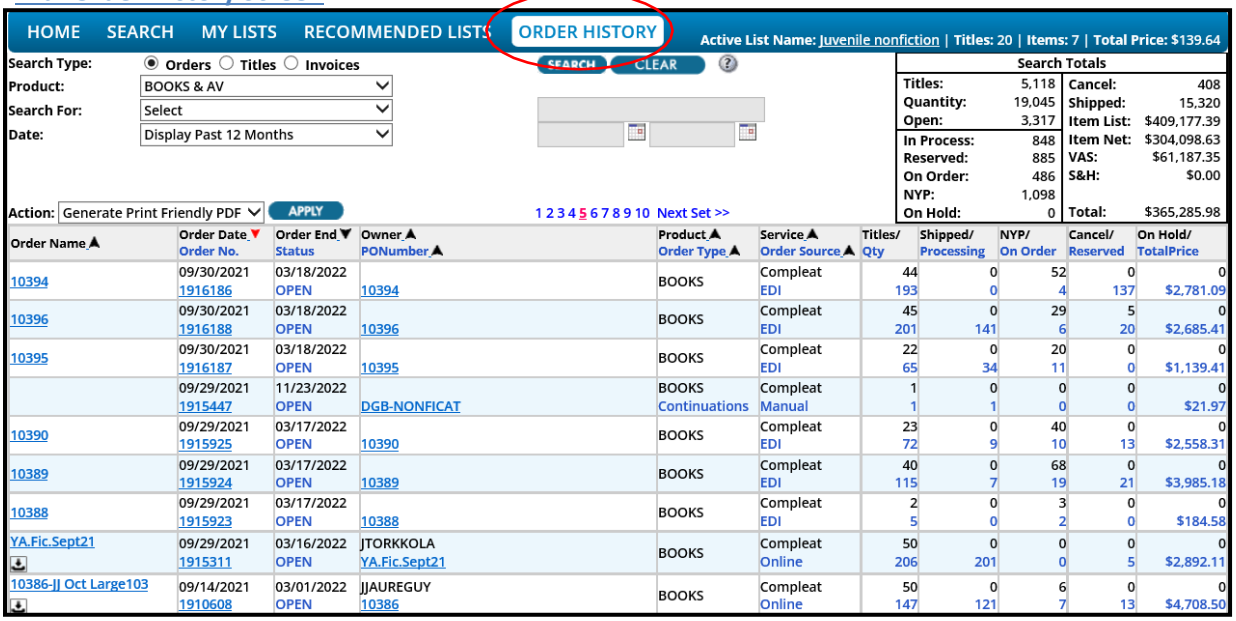
   - Create and remove users and assign new passwords
   - Grant user access privileges for assignment of accounts/processing profiles, branches, and funds, as well as order submission
   - Create families and assign membership in those families
   - Set grid values and create grid templates, assigning them to specific users
   - System settings allow the interfacing to your Integrated Library System for holdings lookup

7. **Brief on-order record options:** Bibz.com provides brief on-order records with item level information through the Download MARC Records function within a list.

   Records may be downloaded for orders according to your needs. Save them to your local computer or deliver to your ILS FTP site. Our flexible MARC mapping tool enables us to customize your on-order bibliographic records and item records. Brodart enters the accounts, processing profiles, and branch locations. The library would control the values that are loaded for the grids for collection codes, item types, and funds. There is not a limit to the number of funds that can be entered.

8. **Order History:** Access all of your orders submitted to Brodart, regardless of the order source. A summary is provided indicating item status. Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. allows you to download brief MARC records for orders submitted online.

## Bibz Order History Screen



HOME SEARCH MY LISTS RECOMMENDED LISTS ORDER HISTORY — Active List Name: Juvenile nonfiction | Titles: 20 | Items: 7 | Total Price: $139.64

Search Type: Orders Titles Invoices — SEARCH CLEAR

Product: BOOKS & AV

Search For: Select

Date: Display Past 12 Months

Action: Generate Print Friendly PDF — APPLY

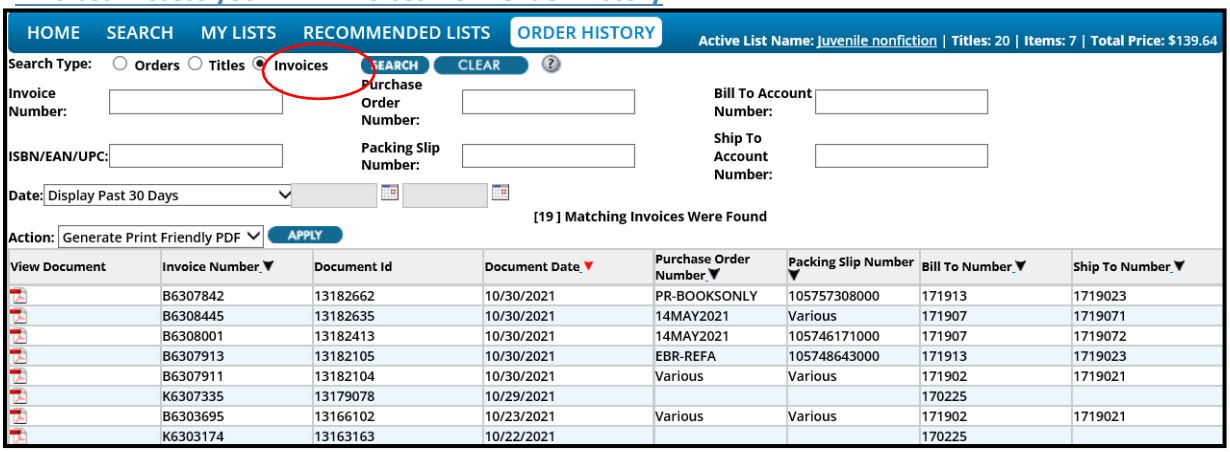
1 2 3 4 5 6 7 8 9 10 Next Set >>

| Search Totals | | | |
|---|---|---|---|
| Titles: | 5,118 | Cancel: | 408 |
| Quantity: | 19,045 | Shipped: | 15,320 |
| Open: | 3,317 | Item List: | $409,177.39 |
| In Process: | 848 | Item Net: | $304,098.63 |
| Reserved: | 885 | VAS: | $61,187.35 |
| On Order: | 486 | S&H: | $0.00 |
| NYP: | 1,098 | | |
| On Hold: | 0 | Total: | $365,285.98 |

| Order Name | Order Date / Order No. | Order End / Status | Owner / PONumber | Product / Order Type | Service / Order Source | Titles/ Qty | Shipped/ Processing | NYP/ On Order | Cancel/ Reserved | On Hold/ TotalPrice |
|---|---|---|---|---|---|---|---|---|---|---|
| 10394 | 09/30/2021 1916186 | 03/18/2022 OPEN | 10394 | BOOKS | Compleat EDI | 44 193 | 0 0 | 52 4 | 0 137 | 0 $2,781.09 |
| 10396 | 09/30/2021 1916188 | 03/18/2022 OPEN | 10396 | BOOKS | Compleat EDI | 45 201 | 0 141 | 29 6 | 5 20 | 0 $2,685.41 |
| 10395 | 09/30/2021 1916187 | 03/18/2022 OPEN | 10395 | BOOKS | Compleat EDI | 22 65 | 0 34 | 20 11 | 0 0 | 0 $1,139.41 |
| | 09/29/2021 1915447 | 11/23/2022 OPEN | DGB-NONFICAT | BOOKS Continuations | Compleat Manual | 1 1 | 0 1 | 0 0 | 0 0 | 0 $21.97 |
| 10390 | 09/29/2021 1915925 | 03/17/2022 OPEN | 10390 | BOOKS | Compleat EDI | 23 72 | 0 9 | 40 10 | 0 13 | 0 $2,558.31 |
| 10389 | 09/29/2021 1915924 | 03/17/2022 OPEN | 10389 | BOOKS | Compleat EDI | 40 115 | 0 7 | 68 19 | 0 21 | 0 $3,985.18 |
| 10388 | 09/29/2021 1915923 | 03/17/2022 OPEN | 10388 | BOOKS | Compleat EDI | 2 5 | 0 0 | 3 2 | 0 0 | 0 $184.58 |
| YA.Fic.Sept21 | 09/29/2021 1915311 | 03/16/2022 OPEN | JTORKKOLA YA.Fic.Sept21 | BOOKS | Compleat Online | 50 206 | 0 201 | 0 0 | 0 5 | 0 $2,892.11 |
| 10386-JJ Oct Large103 | 09/14/2021 1910608 | 03/01/2022 OPEN | JJAUREGUY 10386 | BOOKS | Compleat Online | 50 147 | 0 121 | 6 7 | 0 13 | 0 $4,708.50 |

In addition, you are able to view and print invoices by clicking on the radio button for “Invoices” in the Order History screen. You can search for a specific invoice number, ISBN/EAN, purchase order number, packing slip number or account number.

## Invoices: Access your PDF invoices from Order History



HOME SEARCH MY LISTS RECOMMENDED LISTS ORDER HISTORY — Active List Name: Juvenile nonfiction | Titles: 20 | Items: 7 | Total Price: $139.64

Search Type: Orders Titles Invoices — SEARCH CLEAR

Invoice Number: | Purchase Order Number: | Bill To Account Number:

ISBN/EAN/UPC: | Packing Slip Number: | Ship To Account Number:

Date: Display Past 30 Days

[19 ] Matching Invoices Were Found

Action: Generate Print Friendly PDF — APPLY

| View Document | Invoice Number | Document Id | Document Date | Purchase Order Number | Packing Slip Number | Bill To Number | Ship To Number |
|---|---|---|---|---|---|---|---|
| | B6307842 | 13182662 | 10/30/2021 | PR-BOOKSONLY | 105757308000 | 171913 | 1719023 |
| | B6308445 | 13182635 | 10/30/2021 | 14MAY2021 | Various | 171907 | 1719071 |
| | B6308001 | 13182413 | 10/30/2021 | 14MAY2021 | 105746171000 | 171907 | 1719072 |
| | B6307913 | 13182105 | 10/30/2021 | EBR-REFA | 105748643000 | 171913 | 1719023 |
| | B6307911 | 13182104 | 10/30/2021 | Various | Various | 171902 | 1719021 |
| | K6307335 | 13179078 | 10/29/2021 | | | 170225 | |
| | B6303695 | 13166102 | 10/23/2021 | Various | Various | 171902 | 1719021 |
| | K6303174 | 13163163 | 10/22/2021 | | | 170225 | |

## FLEX CATALOGING AND PROCESSING SERVICES

Brodart’s librarians are completely committed to book-in-hand cataloging. Our comprehensive, accurate MARC records are created to meet your library’s unique cataloging requirements.

Flex is a revolutionary line of services that combines the benefits of book-in-hand cataloging with the simplicity and speed of an automated process. Brodart’s Flex service employs advanced mapping and formatting capabilities to create MARC records, item holdings records, local call numbers and spine labels formatted to meet local customized requirements.

Our proprietary processes allow us to address your local practices and customize bibliographic descriptions of your English and Spanish–language material. The array of choices available through Flex results in less work for your library and accelerates your receipt-to-circulation process. Your material will arrive fully cataloged and processed in shelf-ready condition.

Brodart's Flex cataloging service is utilized by many major library systems across the country as a cost-effective way to purchase shelf-ready material with fast delivery times to the library. Shelf-ready materials processed through our Flex service are shipped in two business days.

Flex service offers the following benefits to help streamline your acquisitions, cataloging and receiving processes:

- Guaranteed full-level MARC records for every item your library receives
- Maximize the value of your local collection codes and other acquisitions data
- MARC record modification to accommodate most local cataloging practices
- Call number customized to match library practices
- Local call number formatted as required
- Custom options for formatting spine label data
- Item records mapped to the tags and subfields required by your ILS
- MARC and linked item records delivered electronically via FTP or e-mail
- Physical processing customized to your specifications

Bibliographic records in MARC 21 format along with linked item records are available the day the material is shipped. The records are delivered to the library via FTP or e-mail to be downloaded into your ILS.

Cataloging and processing through Flex services is a cost-effective and efficient way to expedite item level processing. Pricing for Flex Cataloging & Processing services has been provided in the Cost Proposal.

## Brodart Cataloging Standards

The Library of Congress is our primary resource for MARC records. When a Library of Congress record is not available, we create an original cataloging record. You can be assured that you will receive full-level, high quality cataloging records for your material. All of our original cataloging records are created according to National rules and standards.

We base our descriptive cataloging on RDA (Resource Description and Access) and the accompanying Library of Congress-Program for Cooperative Cataloging Policy Statements (LC-PCC PSs) or AACR2r (Anglo-American Cataloging Rules, 2nd edition revised) and accompanying Library of Congress Rule Interpretations. When an RDA record is available, we accept and modify the record according to RDA; when an AACR2r record is available, we accept and modify the record according to AACR2r. When both an RDA record and an AACR2r record are available, we will choose the RDA record and modify the record according to RDA. If no record is available, we catalog according to RDA.

In addition, we use Library of Congress Subject Headings, latest edition, Dewey Decimal Classification, 23rd edition, MARC 21 specifications and Guidelines on Subject Access to Individual Works of Fiction, Drama, Etc, (GSAFD, 2nd Edition). We adhere to the Library of Congress rules for both MARC format and authority control.

## Physical Processing Services

Brodart's processing options provide libraries with the industry's most comprehensive and versatile range of physical processing services to follow each account's exact specifications.

Physical processing options can include:

- Spine Labels
- Barcode Labels / Protector
- Branch Labels
- Pocket (Only for Accompanying Material)
- Two Additional Stickers (When Applicable)
- Jacketing/Label Protectors
- Two Stamps

## Management Reports

Brodart can provide a number of reports to assist the library with monitoring the status of materials supplied by Brodart. Samples of all management reports are available upon request.

## Opening Day Collection Reports

**Fund Report**

Brodart's Do-Not-Exceed (DNE) system provides accurate fund accounting for all orders placed for the opening day collection materials. This system allows the library to specify the exact amount of money budgeted for each subject category and will fulfill all orders up to, but not exceed the monetary limit. In addition to the budgeted amount for each defined category the Fund Report states the invoiced amount, backordered amount, cancelled amount and the total amount encumbered (ordered, backordered, in-process and invoiced). A sample of this report has been provided in Exhibit I.

**Shelflist Report**

The Shelflist report assists with reconciling your new collection and determining your shelving plan. It lists the call number, title, author, EAN, purchase order number, invoice number, packing slip number, barcode number, and complete item holdings information for every item delivered. A sample of this report has been provided in Exhibit I.

## Other Management Reports

**Confirmation Report**

Confirmation of titles ordered can be supplied to the library when orders are entered. The Confirmation Report will include the author/editor, title, ISBN, list price, discount, extended price, and status (not yet published, out of print, must order direct) and is available via e-mail or FTP. The confirmation reports are generated by account number, and titles will be arranged alpha by author or by title. Orders transmitted via EDI will receive an EDI acknowledgment within an hour stating the status of each item ordered. Web site orders transmitted through Bibz, Brodart's online collection development and ordering tool, will receive same-day order status information.

**On-Order Title Status Report**

Brodart offers a number of options for receiving order status information. The Order History tab in Bibz allows the library to access not only orders that have been submitted through Bibz, but also orders submitted to Brodart via EDI, telephone, or any other order method. A summary is provided indicating current status (entered, booked or closed). Orders may be searched and sorted to provide quick reference of specific details. Each order can be opened to show title level detail with current status information such as shipped, in process, back ordered, cancelled, etc. This can be used in place of or in conjunction with confirmation, status and cancellation reports.

If preferred, the library can receive order status information via Brodart's On-Order Title Status Report. This report will identify, by account number, the status of outstanding titles on order. This report includes the ISBN, quantity ordered, author, title, customer purchase order number, list price and order date. The On-Order Title Status Report is available weekly, monthly, or upon request via e-mail or FTP.

**Cancellation Reports**

Brodart will notify all libraries of cancellations on a title-by-title basis. The Cancellation Report will include the ISBN, quantity ordered, author, title, list price, purchase order number, and the reason the title was cancelled. Cancellation reports are available weekly or monthly via e-mail or FTP.

**Invoices**

Brodart offers a number of invoicing options:

- an invoice to match every packing slip
- a consolidated weekly invoice
- a consolidated monthly invoice

Brodart's invoices are available in duplicate and include the title, author, ISBN, publisher, published date, quantity, list price, discount, unit price, and extended price, as well as your purchase order number. Cataloging and processing charges can be either billed on a separate invoice or listed on an item invoice as a separate line item. Invoices are available in paper or electronically via e-mail or FTP. EDI formatted invoices are available for orders sent to Brodart in an EDI formatted purchase order transaction. Our payment terms are net 30 days from the date of the invoice.

**Statements**

Brodart customers receive monthly statements only when there is a balance due on their account. This statement includes the account's billing address and Brodart bill-to account number. It also includes the invoice number, item date, purchase order number, item amount, and balance owed.

## Storage and Delivery Services

**Auditing Materials in Storage**

Brodart understands that the library may require access to the purchased items in storage to ensure Brodart is meeting all the terms and conditions of the library's contract. An audit may be conducted at any time at the library's expense. We request to be notified by telephone at least one day in advance and will be happy to assist the library staff in any way possible.

**Guarantee for Materials Processed by Brodart**

Materials requiring storage for the new library will be stored at our facility in Pennsylvania. As a major wholesaler, our warehouse is designed for storage of items. Sufficient heat and humidity control is maintained to ensure the condition of the materials upon delivery.

All materials will be fully guaranteed and insured against physical loss, damage, or defect while in storage and until which time the items are delivered to the library. If any titles are found to be defective within one year of delivery, a credit or no-charge replacement will be issued.

**Shipment and Delivery**

Processed material shipments will be made by common carrier and will arrive prepaid for inside delivery. The number and timing of deliveries will be agreed upon by Brodart and the library. The items will arrive in boxes that are shrink-wrapped on a pallet to insure proper protection during storage and shipping.

Each motor freight shipment will be organized by Brodart staff in such a way as to facilitate delivery. The truck will be arranged using the library's shelving sequence as a guide. The last boxes loaded into the truck will be the first, as designated by the library shelving plan, to be shelved. Each box will be labeled with the collection type and the appropriate Dewey hundred division for nonfiction or first initial of the author's last name for fiction.

**On-Site Assistance**

A Brodart representative will be on site to assist with the logistics of your delivery. They will be responsible for coordinating all communication with the trucking company to ensure a timely delivery. In addition, they will manage off-loading and delivery of the pallets to the inside of the building. We have extensive experience with deliveries and shelving and we feel you will find our representative to be a tremendous asset on delivery day.

## Vendor Selection Service

Brodart is offering the Celina Public Library a comprehensive plan for the selection of children's and teen materials for the New Southwest Regional Library. Brodart will be responsible for selecting titles, assigning grids, and budget management as profiled by Celina Public Library staff.

This service is intended to minimize the labor required by the Library staff to enhance the Library's current collection while still meeting the needs of your clientele.

### Profiling

Julie O'Connor, your Collection Development Project Librarian, will be your point of contact for any collection development related items. Gwen Vanderhage will select children's and teen books, both in English and Spanish, on the Library's behalf.

Brodart will work with Celina Public Library to complete the profiling document that provides our selection instructions. The profile, budget, and schedule are to be reviewed and approved by both parties before selection can begin.

### Selection

Upon completion of the profile documents, Brodart will design processes to identify the titles needed across all applicable subject areas and collections. Brodart's selector will choose the titles most appropriate titles for the Library, assigning the applicable grid information in Bibz.com. Professional judgment would be applied to each and every selection decision taking into consideration profile parameters, category budgets, and basic circulation patterns (as provided in the holdings spreadsheet).

### Ordering

Brodart staff would prepare orders using our website, Bibz.com. Unless otherwise specified, orders will be submitted by Celina Public Library via EDI. Details regarding the ordering process were outlined during profiling.

### Change Orders

Any substantial changes to selecting instructions, budget, and schedule must be made in writing to the Collection Development Project Librarian.

### Costs and Invoicing

At the end of each month, Brodart would count the number of items prepared for order the previous month, e.g., Brodart will bill for July's selections at the end of August. A separate invoice would be generated for professional services at the following rate: **$1.25 - $1.50 per item**

This pricing applies to all English and Spanish language children's and teen items selected by Brodart staff. Pricing is based on several factors such as monitoring the budget, applying various grids, excluding holdings from orders, and incorporating specific requests.

# PRICING PROPOSAL

CELINA PUBLIC LIBRARY OPENING DAY COLLECTION

**TEXAS STATE CONTRACT #715-M2**

## DISCOUNTS

Items will be supplied for the Celina Public Library Opening Day Collection at publisher's list price less the following discounts:

| FORMAT | DISCOUNT |
|---|---|
| Trade Hardcover Editions | 46.5% |
| Non-Trade Hardcover & Paperback Editions (short discount) | 12.0% |
| Publisher's Library Editions | 23.0% |
| Prebind | 10.0% |
| Hardcover Reinforced Editions (School & Library) | 40.0% |
| Trade & Mass Market Paperbacks | 40.0% |

**Non-Trade**: Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and/or limited demand may be in this category and will be invoiced with the nontrade discount of 12% or invoiced at the publisher's list price.

Publisher's list prices are subject to change without notice.

## REINFORCEMENT SERVICES

| SERVICE OPTIONS | PRICE PER BOOK |
|---|---|
| BrodartGuard (Paperback reinforced with laminate) | $2.00 |
| BrodartConvert (Paperback conversion to hardcover) | $4.50 |

Additional processing options are available upon request. All prices are applied per book.

## CATALOGING & PROCESSING

Brodart is supplying general cataloging & processing price ranges. This pricing will be finalized upon completion of profiling:

| SERVICE OPTIONS | PRICE PER BOOK |
|---|---|
| Starter | $1.99 - $2.99 |
| Flex | $3.00 - $4.29 |
| Compleat | $4.30 - $5.50 |
| RFID | $0.95 |

## COLLECTION DEVELOPMENT SERVICES

The Celina Public Library may select any of the following Collection Development options.

| SERVICE OPTIONS | DESCRIPTION | PRICE |
|---|---|---|
| Collection Builder | Customized selection lists | No charge |
| FASTips | Standing orders | No charge |
| TIPS, Silver | Standard specialty selection lists | No charge |
| TIPS, Diamond | Customized selection lists | Up to 3 profiles for $100 monthly<br>Up to 8 profiles for $200 monthly<br>Up to 15 profiles for $300 monthly |

## VENDOR SELECT SERVICES

| DESCRIPTION | PRICE PER ITEM |
|---|---|
| Vendor Select Services | $1.25 - $1.50 |

## SHIPPING AND DELIVERY

| DESCRIPTION | PRICE |
|---|---|
| The primary shipment will arrive via common carrier. Subsequent processed material shipments will be made by best means (USPS, common carrier or UPS ground). The number and timing of deliveries will be agreed upon by Brodart and Celina Public Library. | No charge |

## NOTE

Publisher's list prices are subject to change without notice. The above pricing and discounts will remain in effect for the duration of this agreement.

## ESTIMATE ON POTENTIAL SPEND FOR ODC

Below is an estimate on the potential spend for the opening day collection. The completion of the profile for cataloging and processing as well as the books chosen will determine the cost associated with the project.

| SERVICES | LOW | HIGH | BOOKS/ITEMS | RANGE | |
|---|---|---|---|---|---|
| Average Book Cost | $12.50 | $14.00 | 42,588 | $532,350.00 | $596,232.00 |
| Vendor Select | $1.25 | $1.50 | 45,000 | $56,250.00 | $67,500.00 |
| C & P | $4.29 | $5.50 | 42,588 | $182,702.52 | $234,234.00 |
| | | | | | |
| | $18.04 | $21.00 | | $771,302.52 | $897,966.00 |

# CATEGORY/BINDING DEFINITIONS

*Brodart Co., Books & Library Services*

**Trade Hardcover**: Published with a glued binding and a hardcover. Trade hardcover editions are usually current fiction or nonfiction and are generally published for the average consumer. Publishers promote and advertise these titles more aggressively and print runs are greater than the norm.

**Juvenile Trade Hardcover:** Published with a glued binding and a hardcover. Current popular fiction or nonfiction books designed for children, usually with subject matter of broad appeal. Publisher promote and advertise these titles more aggressively and print run are greater than the norm.

**Publisher's Library Reinforced:** Published with a high quality, usually fanned, sewn and glued binding. Sometimes known as a "School" or "Library" binding. This binding has the durability required in a high use library setting and is usually reserved for children's materials. All publisher library reinforced editions will receive the discount quoted in this category.

**Hardcover Reinforced:** Published with a durable fanned and glued hardcover binding that may or may not be sewn. Also known as "Single Reinforced", "School" or "Library" binding. Subject matter may be directed at adults or juveniles (though they are usually reserved for children's materials) and may be fiction or nonfiction.

**Non-Trade Hardcover:** Published with a glued binding. Subject matter such as technical, reference, scientific, medical publications, retrospective titles, titles published by a small press for adult and juvenile readers, and/or titles on which Brodart receives minimal or no discount. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

**University Press:** Hardcover and paperback selections from publishers that are associated with universities of higher education.

**Trade Paperback:** May also be known as a trade paper or quality paperback for popular and current trade titles published with a paper cover. The quality of the paper and printing in trade and quality paperbacks is usually high.

**Mass Market Paperbacks**: Mass market paperbacks are paperbacks sized to fit standard retail display racks; trade paperback have larger page sizes. Trade discounted paperback editions are generally published for the average consumer with subject matter of broad appeal.

**Non-Trade Paperbacks:** Published with a quality paper cover. Subject matter such as technical, reference, scientific, medical publications, retrospective publications, small presses for adult and juvenile readers and paperback titles on which Brodart receives minimal or no discount, publishers that require prepayment. Publishers whose titles have limited sales volume and those who are not in compliance with Brodart's purchasing requirements may be in this category.

**Prebind:** BTSB prebinds carry a lifetime binding guarantee. With exclusive KidProof™ cover material and folded library corners, BTSB's volumes exceed the Library Binding Institute standards. The result is longer shelf life and lower effective cost per circulation for these books.

**BrodartConvert:** Originally published in paperback and converted to hardcover.

**BrodartGuard:** Paperback reinforced with a 10-mil (2-mil spine) laminated cover.

**Playaway® Digital Audio:** Audio content provided on an independent player.

**Spoken Word Audio:** Recorded reading of a book in abridged or unabridged form on compact disc format. Also known as audiobook.

**DVD:** Optical disc storage media format used for playback of movies with high video and sound quality.

**Blu-ray:** Optical disc storage media format used for playback of movies with high definition video and audio as well as advanced interactive features.

# PROPOSAL ACCEPTANCE
# Celina Public Library
# Opening Day Collection

Please sign and date below if you wish to accept Brodart's proposal.

| | |
|---|---|
| Printed Name | Signature |
| Title | Phone |
| Email Address | Date |

Please return the completed form to the following address or email to bookbids@brodart.com:

Brodart Co.
Attn: Lisa Miosi
500 Arch Street
Williamsport, PA 17701

Upon receipt of the signed Proposal Acceptance form, a Brodart representative will be in contact with you to discuss implementation of the proposed services.

To ensure these discounts remain in effect for the duration of your project, please complete and return this Proposal Acceptance form no later than 05/30/25. Brodart reserves the right to renegotiate discounts if the Proposal Acceptance form is not returned by this date.

**Glenn Hegar**
Texas Comptroller of Public Accounts

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# Contract Details: # 715-M2

| | |
|---|---|
| **Number** | 715-M2 |
| **Description** | Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services |
| **Category** | Managed |
| **Type** | Term |
| **Start Date** | 6/29/2020 |
| **End Date** | 10/31/2025 |
| **Purchase Category Code (Agencies Only)** | PCC C |
| **Optional Renewal Terms** | Extension: November 1, 2024, through October 31, 2025 |
| **Purchase Orders** | Customers will issue an internal purchase order that references this CPA Contract Number and current item description(s) and pricing as stated on this contract. The Contractor will not ship any products or provide related services until receipt of a Purchase Order generated by the State Agency, Higher Education or Cooperative member. |
| **NIGP Codes(s)** | 52510 ; 52520 ; 52540 ; 71504 ; 71510 ; 71546 ; 71555 ; 95610 |
| **CPA Contract Management** | Questions regarding contract management issues, price changes, amendments or other post-award concerns should be directed to:<br>SPD Contract Management Office (SCMO)<br>Texas Comptroller of Public Accounts (CPA)<br>Phone: (512) 463-3034 option 3<br>Email: spd.cmo@cpa.texas.gov (mailto:spd.cmo@cpa.texas.gov) |

| | |
|---|---|
| **Contract Items and Pricing** | **Customers should contact the applicable company representative in order to set up an account.**<br><br>715-M2 Baker & Taylor, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20B&T%20TSB%20Contract%20Item%20Listing.pdf)<br><br>715-M2 Brodart Co. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Brodart%20TSB%20Contract%20Item%20Listing.pdf)<br><br>715-M2 Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20GOBI%20Library%20Solutions%20from%20EBSCO%20TSB%20Contract%20Item%20Listing.pdf)<br><br>715-M2 Ingram Library Services LLC Price Sheet (http://txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Ingram%20TSB%20Contract%20Item%20Listing_10_04_2023.pdf)<br><br>715-M2 Midwest Library Service, Inc. Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Library%20Service%20TSB%20Contract%20Item%20Listing.pdf)<br><br>715-M2 Midwest Tape, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20Midwest%20Tape%20TSB%20Contract%20Item%20Listing.pdf)<br><br>715-M2 ProQuest, LLC Price Sheet (http://www.txsmartbuy.gov/SSP%20Applications/NetSuite%20Inc.%20-%20Shopping/Custom%20ShopFlow/Documents/Contract%20Attachments/715-M2%20ProQuest%20TSB%20Contract%20Item%20Listing.pdf) |

| | |
|---|---|
| **Warranty Details** | **Warranty/Guarantee**<br>Each product proposed is to be warranted against defects in workmanship and material for a period of ninety (90) days or the duration of the manufacturer's standard warranty, whichever is longer, following Customer's acceptance. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten (10) working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this Contract that Contractor's warranty obligations hereunder will survive the termination of this Contract.<br><br>**Replacement**<br>1) Contractor must guarantee replacement of improperly manufactured products due to defective materials or product during the initial Contract period and any exercised renewal options.<br>2) Contractor must guarantee replacement or compensation to Customer if Contractor damages Customer's property when applying ancillary or processing services.<br>3) The replacements must be processed and received by the Customer within two weeks of written notification.<br>4) Contractor will provide replacement free of any charge, including any shipping necessary to return the product when necessary.<br>5) Contractor will either replace the product with new product or refund the full purchase price of the product, whichever the Customer prefers. |
| **Adding New Products to the Contract** | Additional products or services of the same general category that are not already on the contract may be added by submitting an Open Market Requisition (https://comptroller.texas.gov/purchasing/forms/) to the Statewide Contract Development section at open.market@cpa.texas.gov (mailto:open.market@cpa.texas.gov). |
| **Delivery Delays by Contractor** | If delay is foreseen, Contractor shall give written notice to the Customer and must keep Customer advised at all times of status of order.<br><br>Default in promised Delivery Days After Receipt of Order (ARO) without accepted reasons or failure to meet specifications authorizes the Customer to purchase goods and services of this contract elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor.<br><br>Failure to pay a damage assessment is cause for contract cancellation and/or debarment or removal of the contractor, as applicable, from the State's Centralized Master Bidders List (CMBL). |
| **Compliant Products by Contractor** | Delivery does not occur until the Contractor delivers products, materials or services in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Providing products, materials or services which do not meet all specification requirements does not constitute delivery.<br><br>Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made. |

| | |
|---|---|
| **Purchase Order Cancellations** | The Customer may request that a Contractor cancel a specific line item or an entire purchase order. There shall be no fees charged for cancellation of an item and/or order prior to shipment by the Contractor. A Purchase Order Change Notice should be processed and sent to Contractor. |
| **Restocking Fee** | The Customer may request that a Contractor accept return of products already delivered. If the return is required through no fault of the Contractor, the Contractor may request a reasonable restocking charge. The Customer may pay a restocking charge if the CPA or Customer determines that the charge is justifiable. As a guideline, such charges shall not exceed 10% for contractors. |
| **Substitutions** | During the Contract term, the Contractor shall not substitute a product or brand unless the Contractor has obtained prior written approval from the CPA Contract Manager in coordination with the Customer. The Contractor must have written confirmation from the CPA Contract Manager of the substitution before making delivery. |
| **Contract Performance** | The Statewide Procurement Division Contract Management Office (SCMO), a division of the Comptroller of Public Accounts (CPA), administers a vendor performance program for use by all customers per Texas Government Code (TGC), §2262.055, and 34 Texas Administrative Code (TAC), §20.108. The Vendor Performance relies on the customer's participation in gathering information on vendor performance. State agency customers shall report vendor performance on purchases of $25,000 or more from contracts administered by CPA, or any other purchase of $25,000 or more made through delegated authority granted by CPA (TAC 20.108), or purchases exempt from CPA procurement rules and procedures. State agencies are additionally encouraged to report vendor performance on purchases under $25,000.<br><br>Vendor Performance shall be reported through the CPA VENDOR PERFORMANCE TRACKING SYSTEM. (https://www.comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/)<br><br>The purpose of the Vendor Performance Tracking System is to:<br>• Identify vendors that have exceptional performance<br>• Aid purchasers in making a best value determination based on vendor past performance<br>• Protect the state from vendors with unethical business practices<br>• Track vendor performance for delegated and exempt purchases |

## Contractors

**Contractor VID:** 14731799749
**Contractor:** Baker & Taylor, LLC
**Contact Name:** Wendy Hardy
**Email:** wendy.hardy@baker-taylor.com
**Phone:** (800) 775-1200 x2776
**Alternate Contact Name:** Stefanie Kremer
**Alternate Email:** stefanie.kremer@baker-taylor.com
**Alternate Phone:** (704) 998-3135
**Address:** 2810 Coliseum Centre Drive Suite 300 Charlotte, NC 28217

**Contractor VID:** 12322487583
**Contractor:** Brodart Co.
**Contact Name:** Mary Miller

**Email:** mary.miller@brodart.com
**Phone:** (800) 233-8467
**Alternate Contact Name:** Lisa Miosi
**Alternate Email:** lisa.miosi@brodart.com
**Address:** 500 Arch Street Williamsport, PA 17701

**Contractor VID:** 16217466966
**Contractor:** Ingram Library Services LLC
**Contact Name:** Stephen Casey
**Email:** stephen.casey@ingramcontent.com
**Phone:** (214) 952-6310
**Alternate Email:** ils.orders@ingramcontent.com
**Address:** One Ingram Blvd. La Vergne,TN 37086

**Contractor VID:** 14308345058
**Contractor:** Midwest Library Service, Inc.
**Contact Name:** Trish Banta
**Email:** banta@midwestls.com
**Phone:** (800) 325-8833
**Alternate Contact Name:** Herbert Lesser
**Alternate Email:** hlesser@midwestls.com
**Address:** 11443 St. Charles Rock Rd. Bridgeton, Missouri 63044

**Contractor VID:** 13714996868
**Contractor:** Midwest Tape, LLC
**Contact Name:** Janet Timm
**Email:** jtimm@midwesttape.com
**Phone:** (800) 875-2785
**Alternate Contact Name:** Jeffery Jankowski
**Alternate Email:** jjankowski@midwesttape.com
**Alternate Phone:** (419) 868-9370
**Address:** PO Box 820 Holland, OH 43528

**Contractor VID:** 13920538553
**Contractor:** Proquest, LLC
**Contact Name:** Jess Snyder
**Email:** Proposals@proquest.com
**Phone:** (248) 496-1065
**Address:** Proquest, LLC 789 E. Eisenhower Parkway Ann Arbor, MI 48106

**Contractor VID:** 10203021430

**Contractor:** Yankee Book Peddler, Inc. dba GOBI Library Solutions from EBSCO
**Contact Name:** Bonnie LaRose
**Email:** bidadmin@ybp.com
**Phone:** (800) 258-3774 x8895
**Alternate Contact Name:** Kate Hartnett
**Alternate Email:** khartnett@ybp.com
**Alternate Phone:** (800) 258-3774 x8808
**Address:** 999 Maple Street Contoocook, NH 02339

Texas Comptroller of Public Accounts
**Glenn Hegar**

Home (https://comptroller.texas.gov)
Contact Us (https://comptroller.texas.gov/about/contact/)

**Policies**

Privacy and Security Policy (https://comptroller.texas.gov/about/policies/privacy.php)
Accessibility Policy (https://comptroller.texas.gov/about/policies/accessibility.php)
Link Policy (https://comptroller.texas.gov/about/policies/links.php)
Search from the Texas State Library (https://www.tsl.texas.gov/trail/index.html)
Texas Homeland Security (https://www.dhs.gov/see-something-say-something/reporting/texas)
Public Information Act (https://comptroller.texas.gov/about/policies/open-records/public-information-act.php)
Texas Secretary of State (https://www.sos.state.tx.us/)
HB 855

**Other State Sites**

Texas.gov (https://texas.gov)
Texas Records and Information Locator(TRAIL) (https://www.tsl.state.tx.us/trail/)
State Link Policy (https://dir.texas.gov/resource-library-item/state-website-linking-privacy-policy)
Texas Veterans Portal (https://veterans.portal.texas.gov)

**Contract Item List**
**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**

**Brodart Co.**

| | | K-12 School Libraries Category | Public Libraries (City, Regional, etc.) Category | Academic Institutions Category | State Agencies and Co-Op Member Category |
|---|---|---|---|---|---|
| Electronic and Digital Materials | | | | | |
| Category 1 | Digital pre-loaded; all-in-one audio books | 22% | 22% | 22% | 22% |
| Category 2 | Digital pre-loaded; all-in-one audio book pack kits | N/A | N/A | N/A | N/A |
| Category 3 | Digital pre-loaded | N/A | N/A | N/A | N/A |
| Category 4 | Audiovisual Pre-loaded; Device included | N/A | N/A | N/A | N/A |
| Print Materials | | | | | |
| Category 5 | Adult trade; fiction/non-fiction hardbound | 46.50% | 46.50% | 46.50% | 46.50% |
| Category 6 | Adult trade; fiction/non-fiction paperback | 40% | 40% | 40% | 40% |
| Category 7 | Juvenile trade; fiction/non-fiction hardbound | 46.50% | 46.50% | 46.50% | 46.50% |
| Category 8 | Juvenile trade; fiction/non-fiction paperback | 40% | 40% | 40% | 40% |
| Category 9 | Mass market paperback; rack | 40% | 40% | 40% | 40% |
| Category 10 | Non-trade publication; hardbound | 12% | 12% | 12% | 12% |
| Category 11 | Non-trade publications; paperback | 12% | 12% | 12% | 12% |
| Category 12 | University press | 12% | 12% | 12% | 12% |
| Category 13 | Adult library bound; fiction/non-fiction | 23% | 23% | 23% | 23% |
| Category 14 | Juvenile library bound; fiction/non-fiction | 23% | 23% | 23% | 23% |
| Category 15 | Pre-bound hardbound | N/A | N/A | N/A | N/A |
| Category 16 | Pre-bound paperback | 23% | 23% | 23% | 23% |
| Nonstandard Formats | | | | | |
| Category 17 | Music/Audio Compacts Disc; Pre-recorded | N/A | N/A | N/A | N/A |
| Category 18 | Music/Audio Record Disc, Vinyl; Pre-recorded | N/A | N/A | N/A | N/A |
| Category 19 | Audiovisual DVD/Blue-ray pre-recorded; feature/non-feature films | N/A | N/A | N/A | N/A |
| Category 20 | Spoken word/audio compact disc pre-recorded; abridged | 40% | 40% | 40% | 40% |
| Category 21 | Spoken word/audio compact disc pre-recorded; un-abridged | 40% | 40% | 40% | 40% |
| Category 22 | Spoken word/audio MP3 format pre-recorded; un-abridged | 40% | 40% | 40% | 40% |

*N/A = not awarded

**Contract Item List**
**Contract No. 715M2 Publications, Audiovisual Materials, Books, Textbooks, and Ancillary Services**

**Brodart Co.**

| Premium Processing - Shelf-Ready | Base Price | Description |
|---|---|---|
| Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, and Standard MARC Record | .99 | Brodarts Starter Cataloging & Processing Service. |
| Mylar Jacket (or Laminate Cover), Label Protectors, Spine Label, Barcode, RFID Tag (programmed and applied), and Standard MARC Record | 1.24 | Brodarts Starter Cataloging & Processing Service. The pricing reflects the RFID tag being supplied by the library, Brodart applied and linked. |

| Processing Services | Base Price | Description |
|---|---|---|
| Brief MARC Record | No Charge | If Vendor Offers MARC records, a Brief MARC Record Shall Be Free of Charge, Per the Terms of This RFP |
| Full MARC Record | .25 | per item - Starter cataloging record |
| Mylar Jacket | .55 | per item - supplied and applied by Brodart tape or glued |
| Barcode Label | .19 | per item - supplied and applied by Brodart |
| Label (per application-Customer supplied) | .15 | per label - customer supplied |
| Label (per application-Vendor supplied) | .19 | per label - Brodart supplied |
| Genre Label | .19 | per label - Brodart supplied |
| Spine Label | .19 | per label - Brodart supplied |
| Label Protector | .20 | per label protector - Brodart supplied |
| Pocket (paper) | .15 | per item - Brodart supplied |
| Pocket (vinyl) | .20 | per item - Brodart supplied |
| Property Stamp (per impression) | .15 | one stamp per location |
| Spine Tape (inside) | .25 | per item - 1" tape applied to inside cover |
| Spine Tape (Outside) | .25 | per item - 1" tape applied to outside cover |

| Audio Visual Processing and Accessories | Base Price | Description |
|---|---|---|
| Digital Processing for Media | N/A | N/A |
| Format Conversion Service | N/A | N/A |
| Hub Label (per application) | N/A | N/A |
| Shrink Wrap Removal | N/A | N/A |
| DVD/CD Case, Holds Single Disc (Paper) | N/A | N/A |
| DVD/CD Case, Holds Single Disc (Plastic) | N/A | N/A |
| DVD/CD Case, Holds Multiple Discs | N/A | N/A |
| DVD/CD Case, Locking | N/A | N/A |
| Spoken Audio CD Case; Various Capacities | N/A | N/A |

| Laminated Paperback Covers | Base Price | Description |
|---|---|---|
| Polypropylene Laminate; Various Thicknesses | 2.00 | BrodartGuard - Paperback reinforced with laminate to increase circulation durability. |
| Vinyl Laminate; Various Thicknesses | 4.50 | BrodartConvert - Paperbacks transformed into hardcovers for little more than the cost of a paperback. |

| RFID/Theft Deterrents | Base Price | Description |
|---|---|---|
| Pre-programmed RFID/Barcode Set (1 Barcode); Applied to book | .35 | *This pricing reflects the RFID tag being supplied by the library.* |
| RFID ("universal" tag programmed and applied) | .25 | This pricing reflects the RFID tag being supplied by the library. |
| CD/DVD Overlay RFID Tag | N/A | N/A |
| Theft Deterrent Tape/Strip | .45 | 3M and Checkpoint |

**Additional Processing Components**

Flex Cataloging & Processing Services - $2.70 (Includes custom MARC record, mylar jacket or label protector, date or property stamp, spine label, genre label and barcode label)

Compleat Cataloging & Processing service - $3.25 - $4.50 depending on Cataloging specifications and Processing components

Vendor supplied universal RIFD tag and barcode number encoding - $.60 per item

TIPS -Collection Development Services
Collection Builder (Customized Selection Lists)
Collection Builder Custom Selection Lists — No Charge

FASTips (Standing Orders)
FASTips Profiles — No Charge

TIPS Profiles (Profiled Selection Lists)
Silver TIPS — No Charge
Diamond TIPS
Up to 3 profiles for $100 monthly
Up to 8 profiles for $200 monthly
Up to 15 profiles for $300 monthly

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: | May 13, 2025 |
| Re: | FY25 Annual Street Maintenance Program, Bid 2025-042 |

**Action Requested:**
Consider and act to award bid 2025-042 for the 2025 Annual Street Maintenance (ASM) project to GRod Construction LLC, at the unit prices listed in the amount of $4,441,933.00 plus fifteen percent contingency in the amount of $666,289.95 for a total amount not to exceed $5,108,222.95. (Figueroa)

**Background Information:**

The City's proactive pavement management program utilizes data-driven strategies, such as Pavement Condition Index (PCI) ratings, to determine the appropriate maintenance or rehabilitation treatment for each roadway segment. The ASM Program prioritizes a balance between major reconstruction activities and preventive maintenance treatments to optimize the life-cycle of the City's transportation assets.

This year's ASM Program consists of the following key components:

## Full Depth Reclamation (FDR) – DC Ranch Phase 1

Due to widespread pavement deterioration and underlying structural failures, Phase 1 of DC Ranch has been identified for Full-Depth Reclamation (FDR). FDR is a sustainable and cost-effective rehabilitation technique that restores the roadway's structural integrity and significantly extends its service life.

## Surface Treatment Utilizing PressurePave – DC Ranch Phase 2

Phase 2 of DC Ranch will receive a surface treatment using the PressurePave system. Due to the higher PCI rating of these roadways, a full reconstruction is not necessary. Applying a surface treatment at this time is a proactive measure that preserves the pavement, seals cracks, protects against moisture intrusion, and extends the life of the roadway at a substantially lower cost than future major rehabilitation.

## Concrete Street Panel Replacement

Selective concrete street panel replacements are planned for areas exhibiting localized failures, such as severe cracking, settlement, or spalling. These deteriorations are isolated and do not impact the overall structural integrity of the roadway. Since the majority of the pavement remains in good condition, targeted panel replacement provides a durable, long-term solution while minimizing disruption, costs, and environmental impacts associated with full roadway reconstruction.

This approach follows pavement best management practices by addressing localized failures before they spread, maximizing the service life of surrounding pavement, preserving capital resources by limiting repairs to necessary areas, and reducing construction impacts to adjacent residents, businesses, and traffic.

Panel replacement efficiently maintains the roadway's structural integrity, supports safe and reliable travel, and extends the lifecycle of the City's concrete pavement infrastructure.

## Asphalt Spot Repairs versus Full Roadway Replacement

Asphalt spot repairs are strategically implemented to address localized pavement failures, such as alligator cracking, potholes, and roadway base issues, which are identified through detailed pavement evaluations. While these repairs often target small, specific areas, certain situations necessitate full-width or full-lane repairs when deterioration extends across the entire lane or roadway. This approach ensures structural continuity, enhances ride quality, and prevents further degradation along critical traffic paths. By focusing on these targeted interventions, the City effectively extends pavement life, optimizes maintenance funding, and minimizes disruptions to residents and businesses. Additionally, some spot repairs are prioritized in areas adjacent to recent reconstructions or high-impact zones, ensuring timely improvements even though full rehabilitation is scheduled later.

By addressing localized failures and strategically enhancing roadway segments, the City sustains a high standard of infrastructure quality, demonstrates fiscal responsibility, and maintains a strong commitment to public service and community access.

## Sidewalk and Curb Repairs

The program also includes sidewalk, curb, and gutter repairs to maintain ADA compliance, pedestrian safety, and effective stormwater management. These repairs help prevent trip hazards, improve mobility, and protect adjacent pavement infrastructure.

## Roadway Striping

Various locations throughout the city will have new roadway striping to replace faded or damaged striping.

## Additional Surface Treatments and Crack Sealing

In addition to the DC Ranch neighborhoods, other streets throughout the City have been selected for surface treatments as a proactive preservation strategy and crack sealing on concrete and asphalt roadways.

**Legal Review:**
Contract has been previously reviewed and approved.

**Supporting Documents:**
1. Presentation - 2025 Annual Street Maintenance Bid -2025-042
2. 2025-042 Agreement w exhibit_GRod Construction - unsigned
3. Agenda Recap - Final
4. Bid Tabulation by Line Item

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

**Staff Recommendation:**
Staff recommends awarding the contract as presented.

# FY25 Annual Street Maintenance Program

Andrew Figueroa
May 13, 2025

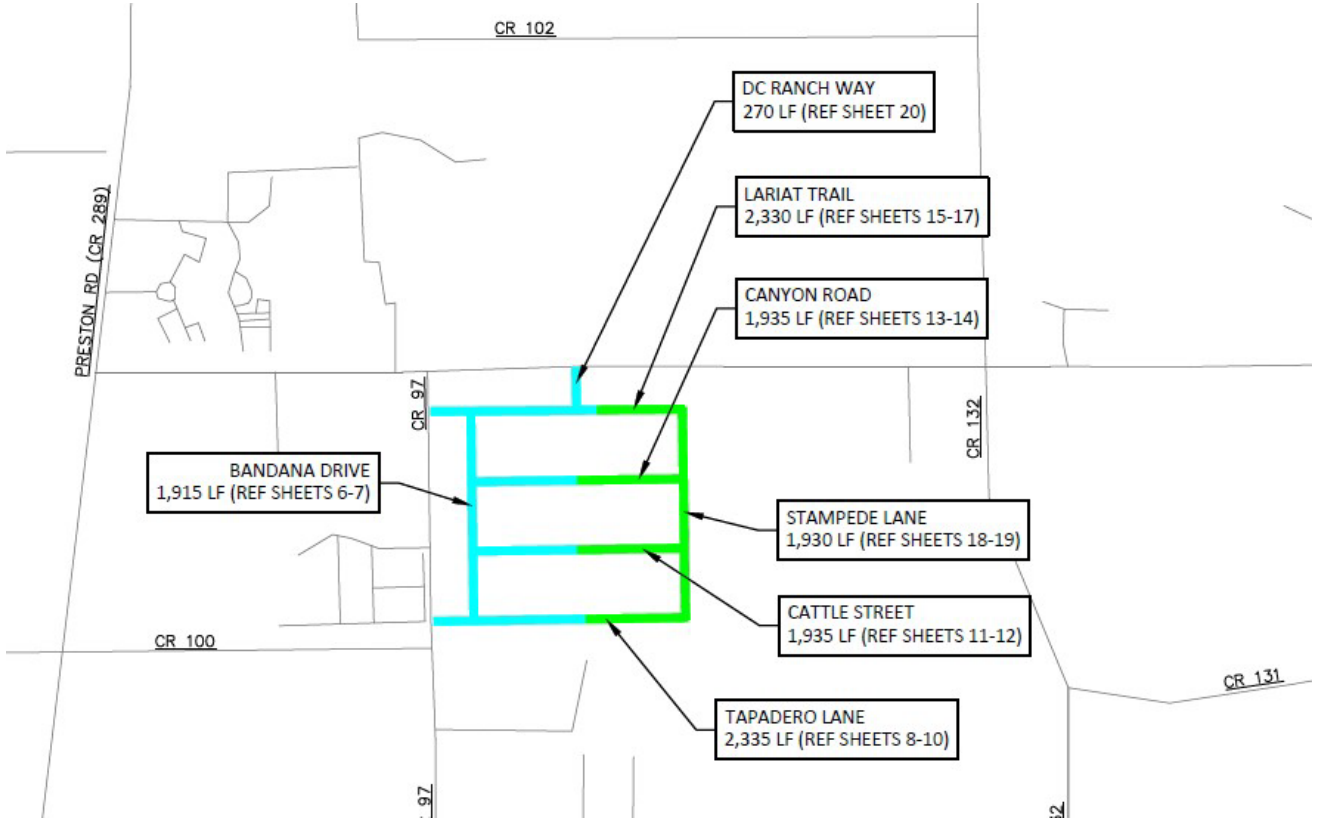
# AGENDA OVERVIEW

- Consider and act to award bid 2025-042 for the 2025 Annual Street Maintenance (ASM) project to GRod Construction LLC, at the unit prices listed in the amount of $4,441,933.00 plus fifteen percent contingency in the amount of $666,289.95 for a total amount not to exceed $5,108,222.95.

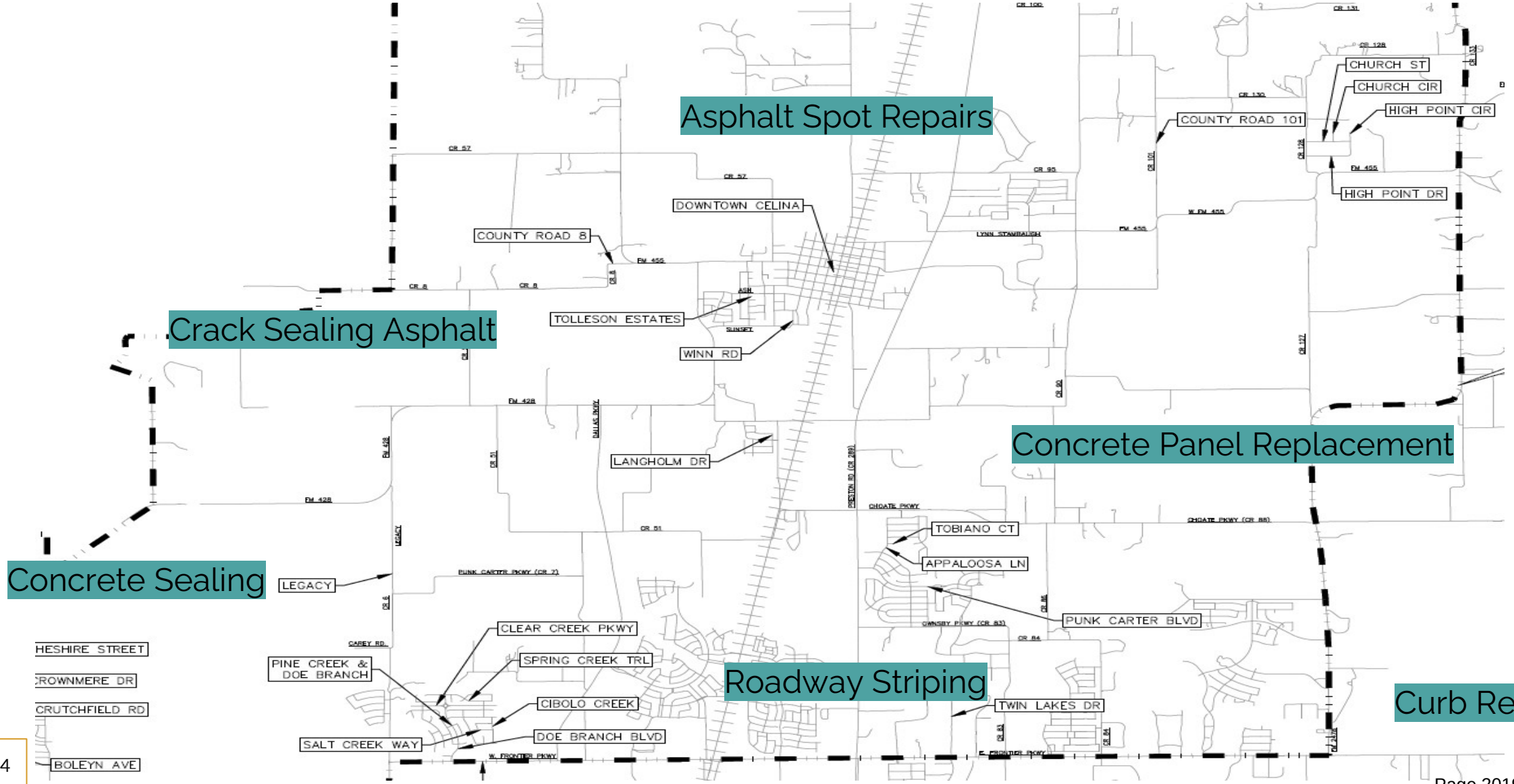
- Funding is available in the current budget. Expenditures will not exceed funds appropriated and funds will be committed at the issuance of a purchase order.

- Staff recommends awarding the contract as presented.

# MAIN AREA OF ROADWAY REHABILITATION



# 2025 ASM MISCELLANEOUS ITEMS



| Surface Treatment Repairs | |
|---|---|
| **Location :** | |
| High Point Cir | |
| High Point Dr | |
| Church St | |
| Church Cir | |
| Twin Lakes Dr | |
| **Total Sq Yds:** | **19,504** |

| Striping | |
|---|---|
| **Location :** | |
| Clear Creek - Legacy Dr to Dead End | |
| Doe Branch - Frontier Pkwy to Dead End | |
| Punk Carter Blvd - Preston Rd to Coit Rd | |
| Frontier Pkwy - Legacy Dr to Dallas North Tollway | |
| **Total LF of Roadway:** | **19,510** |

PressurePave
Surface Treatment

Roadway Striping

| Concrete Panel Replacements | |
|---|---|
| **Location:** | |
| 313 S Alabama | |
| 509 S Alabama | |
| 451 Tolleson | |
| 6006 Panswick | |
| 6300 Cheshire | |
| 2739 Salt Creek | |
| 617 Winn Ally | |
| **Total SQ Yds:** | **503.34** |

| Sidewalk Repairs | |
|---|---|
| **Location :** | |
| 4223 Cibolo Creek | |
| 304 TOBIANO CT | |
| 2613 Appaloosa Across Street | |
| **Total Sq Yds:** | **22.22** |

Concrete Panel Replacement

Sidewalk Panel Replacement

| Asphalt Spot Repairs | |
|---|---|
| **Location:** | **Total Sq. Yds** |
| CR 8 | 2,333 |
| S Legacy | 400 |
| S Legacy | 400 |
| S Legacy | 533 |
| CR 101 | 366. |
| CR 101 | 305 |
| E Main 300 block | 669 |
| S. Illinois 200 block | 768 |
| Main & Arkansas | 210 |
| N Illinois 400 block | 770 |
| N Arizona 400 block | 880 |
| S. Illinois 100 Nlock | 768 |
| W Maple 200 block | 733 |

Asphalt Spot Repair

| Curb Repairs |
| --- |
| **Location:** |
| 513 Alabama |
| 4223 Cibolo Creek |
| Pine creek & doe Branch East side |
| 815 langholm |
| Boleyn & Crutch Field |
| Boleyn & Crutch Field |
| Boleyn |
| 6100 Crownmere |
| 2826 Spring Creek |
| |

Curb Repair

# QUESTIONS?

**CITY OF CELINA, TEXAS**

**Construction Agreement**

This Agreement is made by and between the City of Celina, Texas, a home-rule municipality ("Owner") and **GRod Construction LLC** ("Contractor") for **2025 Annual Street Maintenance**, ("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 are acknowledged. The Owner and the Contractor hereby agree as follows:

**Article 1: The Work**

Contractor shall provide all labor, supervision, materials, and equipment necessary to perform all work required by the contract documents (Exhibit A) for the 2025 Annual Street Maintenance as defined and attached as Exhibit A the terms of which are incorporated herein by reference.

**Article 2: Contract Documents**

The Contract Documents shall consist of the following documents: (1) this Construction Agreement, Exhibit A and any properly authorized change orders. These Contract Documents are incorporated by reference into this Construction Agreement as if set out here in their entirety. The Contract Documents are intended to be complementary; what is called for by one document shall be as binding as if called for by all Contract Documents. It is specifically provided, however, that in the event of any inconsistency in the Contract Documents, the inconsistency shall be resolved by giving precedence to the Contract Documents in the order in which they are listed above.

**Article 3: Total of Payments Due Contractor**

For performance of the work in accordance with the Contract Documents, the City shall pay Contractor in current funds an amount not to exceed **Four Million Four Hundred and Forty One Thousand Nine Hundred and Thirty Three Dollars and Zero Cents ($4,441,933.00).** This amount is subject to adjustment by written change order acceptable to Contractor and the City.

**Article 4: Dates to Start and Complete Work**

Contractor shall begin work within ten (10) calendar days after receiving written notice to proceed from the City. All work required under the Contract Documents shall be completed within **150 Calendar days** after the date construction activity begins.

**Article 5: Proof of Insurance Coverage**

Contractor shall provide proof of insurance as listed in the insurance requirement document for itself and ensure that it and its subcontractors are maintaining the required limits.

**Article 6: Compliance with Laws**

Contractor shall be responsible for ensuring that it and any subcontractors performing any portion of the work required under the Contract Documents comply with all applicable federal, state, county, and municipal laws, regulations, and rules that relate in any way to the performance and completion of the work. This provision applies whether or not a legal requirement is described or referred to in the Contract Documents.

**Article 7: INDEMNITY**

**THE CONTRACTOR DOES HEREBY COVENANT AND CONTRACT TO WAIVE ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY AND ALL OF ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION, INCLUDING ALL EXPENSES OF LITIGATION AND/OR SETTLEMENT, THAT MAY ARISE BY REASON OF DEATH OR INJURY TO PERSONS OR DAMAGE TO OR LOSS OF USE OF PROPERTY OCCASIONED BY ANY WRONGFUL INTENTIONAL ACT OR OMISSION OF THE CONTRACTOR, AS WELL AS ANY NEGLIGENT OMISSION, ACT OR ERROR OF THE CONTRACTOR, ITS OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INVITEES, OR OTHER PERSONS FOR WHOM THE CONTRACTOR IS LEGALLY LIABLE WITH REGARD TO THE PERFORMANCE OF THIS AGREEMENT, AND THE CONTRACTOR WILL, AT ITS OWN COST AND EXPENSE, DEFEND AND PROTECT THE CITY AGAINST ANY AND ALL SUCH CLAIMS AND DEMANDS.**

**THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL BE LIMITED TO THE APPLICABLE INSURANCE COVERAGE(S) THE CONTRACTOR IS REQUIRED TO PROVIDE IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS AGREEMENT PLUS ANY DEDUCTIBLE AMOUNT(S) TO BE PAID BY THE CONTRACTOR IN CONJUNCTION WITH SAID COVERAGE(S) FOR EACH OCCURRENCE GIVING RISE TO ANY SUCH LIABILITY, CLAIMS, SUITS, DEMANDS OR CAUSES OF ACTION. IF, HOWEVER, THE CONTRACTOR FAILS TO PURCHASE AND/OR MAINTAIN ONE OR MORE TYPES OF INSURANCE COVERAGE IN THE AMOUNT(S) REQUIRED BY THIS AGREEMENT, THE CONTRACTOR'S OBLIGATIONS TO THE CITY UNDER THIS PROVISION SHALL IN NO WAY BE LIMITED.**

**Article 8: Progress Payments**

As it completes portions of the work, Contractor may request progress payments from the City. Progress payments shall be made by the City based on the City's estimate of the value of the work properly completed by Contractor since the time the last progress payment was made. The "estimate of the value of the work properly completed" shall include the net invoice value of acceptable, non-perishable materials actually delivered to and currently at the job site only if Contractor provides to the City satisfactory evidence that material suppliers have been paid for these materials.

The fact that the City makes a progress payment shall not be deemed to be an admission by the City concerning the quantity, quality, or sufficiency of Contractor's work. Progress payments shall not be deemed to be acceptance of the work nor shall a progress payment release Contractor from any of its responsibilities under the Contract Documents.

Five percent retainage will be withheld from progress payments.

Invoices for progress payments should be for the monthly period of the 1st – 30th/31st.

**Article 9: Withholding Payments to Contractor**

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that the work has not been performed in accordance with the Contract Documents. The City may use these funds to pay replacement or substitute contractors to complete unfinished or defective work.

The City may withhold payment of some or all of any progress or final payment that would otherwise be due if the City determines, in its discretion, that it is necessary and proper to provide an additional source of funds to pay claims for which the City is entitled to indemnification from Contractor under the Contract Documents.

**Article 10: Acceptance of the Work**

When the work is completed, Contractor shall request that the City perform a final inspection. The City shall inspect the work. If the City determines that the work has been completed in accordance with the Contract Documents, it shall issue a written notice of acceptance of the work. If the City determines that the work has not been completed in accordance with the Contract Documents, then it shall provide Contractor with a verbal or written list of items to be completed before another final inspection shall be scheduled.

The work shall not be deemed to be accepted based on “substantial completion” of the work, use or occupancy of the work, or for any reason other than the Town's written notice of acceptance.

In its discretion, the City may issue a notice of acceptance covering only a portion of the work. In this event, the notice shall state specifically what portion of the work is accepted.

**Article 11: Final Payment**

After all work required under the Contract Documents has been completed, inspected, and accepted, the City shall calculate the final payment amount promptly after necessary measurements and computations are made. The final payment amount shall be calculated to include the estimate of the value of work properly completed since the date of the most recent previous progress payment; correct prior progress payments; and include other amounts previously withheld that are to be returned to Contractor, if any.

Final payment to Contractor shall not be due until Contractor provides full or partial releases of liens, or other evidence satisfactory to the City to show that all sums due for labor, services, and materials furnished for or used in connection with the work have been paid or shall be paid with the final payment. To ensure this result, Contractor consents to the issuance of the final payment in the form of joint checks made payable to Contractor and others. The City may, but is not obligated, to issue final payment using joint checks.

Final payment to Contractor shall not be due until Contractor has supplied to the City copies of all documents that the City determines are reasonably necessary to ensure both that the final payment amount is properly calculated and that the City has satisfied its obligation to administer the Construction Agreement in accordance with applicable law.

**Article 12: Contractor’s Warranty**

For a one-year period after the date specified in a written notice of acceptance of work, Contractor shall provide and pay for all labor and materials that the City determines are necessary to correct all defects in the work arising because of defective materials or workmanship supplied or provided by Contractor or any subcontractor.

At least forty-five (45) days before the end of the one-year warranty period, the City may make a warranty inspection of the work. The City shall notify Contractor of the date and time of this inspection so that a Contractor representative may be present. After the warranty inspection, and before the end of the two-year warranty period, the City shall mail to Contractor a written notice that specifies the defects in the work that are to be corrected, if any.

Contractor shall begin the remedial work within ten (10) calendar days after receiving the written notice from the Town. If Contractor does not begin the remedial work timely or prosecute it diligently, then the City may pay for necessary labor and materials to effect repairs and these expenses shall be paid by Contractor.

If the City determines that a hazard exists because of defective materials and workmanship, then the City may take steps to alleviate the hazard, including making repairs. These steps may be taken without prior notice either to Contractor. Expenses incurred by The City to alleviate the hazard shall be paid by Contractor.

Any work performed by or for Contractor to fulfill its warranty obligations shall be performed in accordance with the Contract Documents. Work performed during the two-year warranty period shall itself be subject to a one-year warranty. This warranty shall be the same as described in this article.

The City may make as many warranty inspections as it deems appropriate.

## ARTICLE 13: NOTICES

All notices required by this Agreement shall be presumed received when deposited in the mail properly addressed to the other party at the address set forth herein or set forth in a written designation of change of address delivered to all parties.

**City of Celina**
142 N. Ohio
Celina, TX 75009
469-813-4194
contracts@celina-tx.gov

**Contractor Mailing Address**
889 E. Rock Island Avenue
Boyd, TX 76023
682-302-3219
grod@grodconstruction.com

## ARTICLE 14: SUPERVISION

The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept all communications from the Owner.

Key supervisory personnel assigned by the Contractor to this Project are as follows:

| NAME | FUNCTION |
|---|---|
| Carlos Rangel | Operations Manager |
| Javier Rangel | General Superintendent |
| Jose E. Garza | Project Manager |
| Jose F. Vega | Project Manager |

## Article 15: Other Provisions

The Contract Documents shall be construed and interpreted by applying Texas law. Venue for any litigation concerning the Contract Documents shall be proper in Denton County, Texas.

The Contract Documents are binding upon the City and Contractor and shall inure to their benefit and as well as that of their respective successors and assigns.

In the event of any controversy or claim arising out of or relating to this Construction Agreement or the breach of this Construction Agreement, the parties hereto agree first to submit such controversy or claim to nonbinding mediation.

**Article 16: 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, TEXAS** | **CONTRACTOR** |
|---|---|
| | Guillermo Rodriguez<br>Guillermo Rodriguez (Apr 30, 2025 08:25 CDT) |
| Robert Ranc, City Manager | Signature |
| | Guillermo Rodriguez, Managing Manager |
| Date | Printed Name & Title |
| | 04/30/2025 |
| | Date |

EXHBIT A

# 2025-042
# GRod Construction, LLC
# GRod Construction LLC.
# Supplier Response

## Event Information

| | |
|---|---|
| Number: | 2025-042 |
| Title: | 2025 Annual Street Maintenance |
| Type: | Invitation to Bid |
| Issue Date: | 3/28/2025 |
| Deadline: | 4/17/2025 10:00 AM (CT) |
| Notes: | The 2025 Annual Street Maintenance project consists of approximately 12,700 LF of existing asphalt roadway being improved by full depth reclamation, pavement spot repairs and surface treatment. |

Budget Estimate: $6.572,000

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

It is the responsibility of each Bidder before submitting a proposal to:

1. thoroughly examine the specification documents and other related data identified in the bid documents, visit the site to become familiar with and satisfy the bidder as to the general, local, and site conditions that may affect cost, progress, performance, etc.
2. To understand Federal, State and Local laws and regulation and to consider these as they may affect costs, progress, performance, or furnishing of work.
3. To promptly notify the City's Purchasing office of all conflicts, errors, ambiguities, or discrepancies the is discovered in or between the contract documents and such other related documents.

For a submission to be considered responsive, respondents must complete all requested documentation and forms. Failure to complete all requested information may cause your submitted bid to be considered non-responsive.

All questions must be submitted through the City's eProcurement system before the date and time listed.

1. Answers provided to posted questions address minor irregularities and are for clarification purposes only. They do not revise or modify the specifications.
2. Answers that result in revisions to the specifications will be addressed by Addendum.
3. No oral statement of any person shall modify or otherwise change or affect the specification.
4. To ensure fair all vendors receive the same information, the City prohibits communication initiated by the vendor/bidder/respondent to City personnel outside the Purchasing Department during the solicitation and evaluation period. Communication to staff/officials outside of Purchase may be grounds for disqualification for the award.

The City appreciates the time and effort expended to review the solicitation. If you choose not to respond, please indicate any requirement that may have influence your decision.

If inclement weather occurs and the City offices are officially closed o the due date, responses will be received until 3:00 PM of the following business day.

It is understood that the City of Celina reserves the right to accept or reject any and/or all proposals as it deems to be in the best interest of the City.

Submission of any bid/proposal shall under no circumstances obligate the City to accept the lowest Proposal.

The Contract shall be awarded to the responsible Bidder whose Proposal is determined to be the lowest and most responsible offer.

## Contact Information


Contact: Dawn Berry
Address: Purchasing
City Hall
142 N. Ohio
Celina, TX 75009
Phone: (469) 813-4194
Email: dberry@celina-tx.gov

## GRod Construction, LLC Information

Contact: Guillermo Rodriguez
Address: 889 E. Rock Island Ave.
Boyd, TX 76023
Phone: (682) 302-3219 x108
Fax: (682) 204-0191
Email: grod@grodconstruction.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.

Guillermo Rodriguez
*Signature*

grod@grodconstruction.com
*Email*

*Submitted at 4/17/2025 09:13:01 AM (CT)*

## Requested Attachments

### Bid Bond

GRod - BID BOND COPY 4-17-25 Celina - 2025 Annual St Maint.pdf

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

### Contractor Questionnaire

Exhibit 5 Contractor Questionnaire.pdf

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

### 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.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

Signed_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

Signed_Exhibit 3 W9.pdf

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

### Form 1295

Signed_Form 1295 Certificate 101353200.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 = 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. The recommended vendor for award will receive an ACH application for completion.

**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 making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

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 **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.

14 **Contact Person**

Name and Title

Guillermo Rodriguez

15 **Contact Person Phone**

(682) 302-3219 x108

16 **Contact Person Email**

grod@grodconstruction.com

17 **Main Office Location**

889 E. Rock Island Ave. Boyd, TX 76023

18 **Years in Business**

10

19 **Office Location**

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

889 E. Rock Island Ave. Boyd, TX 76023

20 **Business Name**

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

GRod Construction LLC

21 **Binding Official**

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

Guillermo Rodriguez

22 **Binding Official Email Address**

grod@grodconstruction.com

23 **Licensing**

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

N/A

24 **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.

25 **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.

26 **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.

**27** **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.

**28** **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.

**29** **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.

**30** **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.

**31** **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.

**32** **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.

**33** **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.

34 **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.

35 **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.

36 **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.

37 **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.

38 **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.

39 **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.

40 **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 making payments to all subcontractors within ten (10) calendar days after receipt of payment from the City.

| | |
|---|---|
| 41 | **Noise Ordinance**<br>Article 8.04 sets time limits for noise during construction. Specifically,<br><br>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)<br><br>I Agree |

42

## 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.

I acknowledge

43

## Public or Private

Is your business publicly traded?

No

44 **Exceptions / Comments**

List any Exceptions or Comments you have here. If none, enter: NONE.

NONE

45 **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.

46 **State of Texas Registration**

Is your company registered with the Texas Secretary of State to transact business in the State of Texas? If your company is registered, provide the file number for your company's registration. If not, please provide an explanation of why your company is not currently registerd. If you are a sole proprietor and are not registered with the state please write in "Sole Proprietor" in lieu of the file number.

Yes - File #802141575

47 **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

48 **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.

## Bid Lines

1 **Package Header**

**BASE BID DC RANCH PAVING**

Quantity: 1 Total: $2,059,824.00

### Package Items

**1.1** Cement Treated (FDR) Existing Roadway

Quantity: 19510 UOM: SY Price: $27.00 Total: $526,770.00

**1.2** 2-inch HMAC Type D

Quantity: 19510 UOM: SY Price: $19.00 Total: $370,690.00

**1.3** 4-inch HMAC Type B

Quantity: 19510 UOM: SY Price: $32.00 Total: $624,320.00

**1.4** Asphalt Spot Repair

Quantity: 468 UOM: SY Price: $88.00 Total: $41,184.00

**1.5** Surface Treatment (PressurePave)

Quantity: 15840 UOM: SY Price: $15.00 Total: $237,600.00

**1.6** SWPPP

Quantity: 1 UOM: LS Price: $5,500.00 Total: $5,500.00

**1.7** Sod (Bermuda)

Quantity: 14120 UOM: SY Price: $8.00 Total: $112,960.00

**1.8** Traffic Control

Quantity: 1 UOM: LS Price: $50,000.00 Total: $50,000.00

**1.9** Project Sign

Quantity: 1 UOM: EA Price: $750.00 Total: $750.00

**1.10** Silt Fence

Quantity: 25400 UOM: LF Price: $3.25 Total: $82,550.00

**1.11** Construction Entrance

Quantity: 3 UOM: EA Price: $2,500.00 Total: $7,500.00

## 2 Package Header

**ALTERNATES - ADD - MISC SPOT REPAIRS**

*(Line excluded from response total)*

Quantity: 1 Total: $2,382,109.00

### Package Items

**2.1** Crack Sealant

Quantity: 50000 UOM: LF Price: $5.00 Total: $250,000.00

**2.2** Concrete Panel Repairs

Quantity: 504 UOM: SY Price: $225.00 Total: $113,400.00

**2.3** Asphalt Spot Repair

Quantity: 11058 UOM: SY Price: $88.00 Total: $973,104.00

**2.4** Sidewalk Repairs

Quantity: 23 UOM: SY Price: $200.00 Total: $4,600.00

**2.5** Concrete Curb Repairs

Quantity: 23 UOM: SY Price: $220.00 Total: $5,060.00

**2.6** Striping

Quantity: 19510 UOM: LF Price: $13.50 Total: $263,385.00

**2.7** Surface Treatment (PressurePave)

Quantity: 19504 UOM: SY Price: $15.00 Total: $292,560.00

**2.8** Panel Lifts with Foam Injections

Quantity: 16000 UOM: LB Price: $30.00 Total: $480,000.00

**Response Total:** $2,059,824.00

**CITY OF CELINA**
**SOLICITATION RECAP**

**SOLICITATION #: 2025-042**
**SOLICITATION NAME: 2025 Annual Street Maintenance**
**PROJECT #: N/A**

| | | | |
|---|---|---|---|
| Bid Opening Date | 4/17/2025 | Bid Opening Time: | 10:00 AM |

| | |
|---|---|
| Number of Invitations Sent/Vendors Notified: | 522 |
| Number of Submissions: | 3 |
| Number of Non-Responsive Bids: | 0 |
| Number of Responsive Bids: | 3 |
| Number of No Bids | 3 |
| Did any vendor apply for Local Preference? (Y/N) | No |

**Review/Evaluation:**
Three responses were received. An initial review was completed by Purchasing to determine the responsiveness of each bidder. All three responses were deemed responsive, and the bids were sent to the department for further review and recommendation.

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

| | |
|---|---|
| Recommended Vendor(s): | Grod Construction |
| Contract Term: | 150 Calendar Days |

Submitted By

4/22/25
Date

| 2025-042 ASM 2025<br>Bid Opened 4/17/25 at 10:00 AM | | | | GRod Construction, LLC (GRod Construction LLC.) | | Anderson Asphalt & Concrete Paving, LLC | | Apple Pavement Services | |
|---|---|---|---|---|---|---|---|---|---|
| **Line #** | **Description** | **QTY** | **UOM** | **Unit** | **Extended** | **Unit** | **Extended** | **Unit** | **Extended** |
| **Base Bid** | | | | | | | | | |
| 1.1 | Cement Treated (FDR) Existing Roadway | 19510 | SY | $ 27.00 | $ 526,770.00 | $ 35.20 | $ 686,752.00 | $ 25.00 | $ 487,750.00 |
| 1.2 | 2-inch HMAC Type D | 19510 | SY | $ 19.00 | $ 370,690.00 | $ 21.80 | $ 425,318.00 | $ 25.00 | $ 487,750.00 |
| 1.3 | 4-inch HMAC Type B | 19510 | SY | $ 32.00 | $ 624,320.00 | $ 32.00 | $ 624,320.00 | $ 45.00 | $ 877,950.00 |
| 1.4 | Asphalt Spot Repair | 468 | SY | $ 88.00 | $ 41,184.00 | $ 202.00 | $ 94,536.00 | $ 110.00 | $ 51,480.00 |
| 1.5 | Surface Treatment (PressurePave) | 15840 | SY | $ 15.00 | $ 237,600.00 | $ 12.50 | $ 198,000.00 | $ 22.00 | $ 348,480.00 |
| 1.6 | SWPPP | 1 | LS | $ 5,500.00 | $ 5,500.00 | $ 10,000.00 | $ 10,000.00 | $ 35,000.00 | $ 35,000.00 |
| 1.7 | Sod (Bermuda) | 14120 | SY | $ 8.00 | $ 112,960.00 | $ 14.00 | $ 197,680.00 | $ 22.00 | $ 310,640.00 |
| 1.8 | Traffic Control | 1 | LS | $ 50,000.00 | $ 50,000.00 | $ 12,000.00 | $ 12,000.00 | $ 55,000.00 | $ 55,000.00 |
| 1.9 | Project Sign | 1 | EA | $ 750.00 | $ 750.00 | $ 2,300.00 | $ 2,300.00 | $ 1,800.00 | $ 1,800.00 |
| 1.10 | Silt Fence | 25400 | LF | $ 3.25 | $ 82,550.00 | $ 4.82 | $ 122,428.00 | $ 3.00 | $ 76,200.00 |
| 1.11 | Construction Entrance | 3 | EA | $ 2,500.00 | $ 7,500.00 | $ 8,000.00 | $ 24,000.00 | $ 3,000.00 | $ 9,000.00 |
| | **Base Bid Total** | | | | **$ 2,059,824.00** | | **$ 2,397,334.00** | | **$ 2,741,050.00** |
| **Alternate** | | | | | | | | | |
| 2.1 | Crack Sealant | 50000 | LF | $ 5.00 | $ 250,000.00 | No Bid | No Bid | $ 1.25 | $ 62,500.00 |
| 2.2 | Concrete Panel Repairs | 504 | SY | $ 225.00 | $ 113,400.00 | No Bid | No Bid | $ 175.00 | $ 88,200.00 |
| 2.3 | Asphalt Spot Repair | 11058 | SY | $ 88.00 | $ 973,104.00 | No Bid | No Bid | $ 95.00 | $ 1,050,510.00 |
| 2.4 | Sidewalk Repairs | 23 | SY | $ 200.00 | $ 4,600.00 | No Bid | No Bid | $ 200.00 | $ 4,600.00 |
| 2.5 | Concrete Curb Repairs | 23 | SY | $ 220.00 | $ 5,060.00 | No Bid | No Bid | $ 150.00 | $ 3,450.00 |
| 2.6 | Striping | 19510 | LF | $ 13.50 | $ 263,385.00 | No Bid | No Bid | $ 2.50 | $ 48,775.00 |
| 2.7 | Surface Treatment (PressurePave) | 19504 | SY | $ 15.00 | $ 292,560.00 | No Bid | No Bid | $ 22.00 | $ 429,088.00 |
| 2.8 | Panel Lifts with Foam Injections | 16000 | LB | $ 30.00 | $ 480,000.00 | No Bid | No Bid | $ 3.50 | $ 56,000.00 |
| | **Alternate Total** | | | | **$ 2,382,109.00** | | | | **$ 1,743,123.00** |